

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

## Order Form

<b>CALL-OFF REFERENCE:</b>	Prj_5066
<b>CALL-OFF TITLE:</b>	Matrix Programme – Data, Testing and Delivery Services
<b>CALL-OFF CONTRACT DESCRIPTION:</b>	Data, Testing and Delivery Services
<b>THE BUYER:</b>	Department for Science, Innovation and Technology (DSIT)
<b>BUYER ADDRESS:</b>	22 – 26 Whitehall, London, SW1A 2EG
<b>THE SUPPLIER:</b>	i10 Limited
<b>SUPPLIER ADDRESS:</b>	4 Alston Court, Peterborough, Lincolnshire, PE6 9RU
<b>SUPPLIER REGISTRATION NUMBER:</b>	5136480
<b>SUPPLIER DUNS NUMBER:</b>	738823017

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 06/06/2025.

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)

RM6263 Digital Specialists and Programmes – Lot 1: Digital Programmes

### 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.

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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)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
    - Joint Schedule 13 (Cyber Essentials)
  - Call-Off Schedules for **RM6263**
    - 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 8 (Business Continuity and Disaster Recovery)
    - Call-Off Schedule 9 (Security)
    - Call-Off Schedule 10 (Exit Management)
    - Call-Off Schedule 12 (Clustering)
    - Call-Off Schedule 14B (Service Levels and Balanced Scorecard)
    - Call-Off Schedule 15 (Call-Off Contract Management)
    - Call-Off Schedule 18 (Background Checks)
    - Call-Off Schedule 20 (Call-Off Specification)
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.

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: IR35 Compliance***Definitions**

- **"IR35 Legislation"** refers to the UK tax legislation designed to tax 'disguised employment' at a rate similar to employment.
- **"Off-Payroll Worker"** refers to an individual who provides their services through an intermediary, such as a personal service company.
- **"Engagement"** refers to the period during which the Supplier provides services to the Client under the terms of the contract.

**Supplier Responsibilities**

The Supplier shall:

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- Ensure that all individuals engaged in the delivery of services under this contract are assessed correctly in accordance with IR35 legislation.
- Provide evidence of the IR35 status determination for each individual, including the reasons for the determination, upon request.
- Take full responsibility for the payment of any taxes, National Insurance contributions, penalties, or interest due as a result of incorrect IR35 status determination.

In the event of an HMRC investigation, the Supplier will be required to demonstrate their compliance with IR35 legislation in relation to all off-payroll workers engaged in the delivery of services under this contract.

**Client Rights**

The Client reserves the right to:

- Request detailed information regarding the Supplier's IR35 compliance processes and determinations.
- Conduct audits on the Supplier's IR35 compliance.
- Terminate the contract if the Supplier fails to comply with IR35 legislation, resulting in a liability for the Client.

**Indemnity**

The Supplier shall indemnify the Client against any costs, claims, penalties, or expenses incurred as a result of the Supplier's failure to comply with IR35 legislation.

**Governing Law**

This clause shall be governed by and construed in accordance with the laws of England and Wales, and both parties submit to the exclusive jurisdiction of the English and Welsh Courts

<b>CALL-OFF START DATE:</b>	03/06/2025
<b>CALL-OFF EXPIRY DATE:</b>	02/12/2027
<b>CALL-OFF INITIAL PERIOD:</b>	30 Months
<b>CALL-OFF OPTIONAL EXTENSION PERIOD:</b>	6 Months
<b>MINIMUM NOTICE PERIOD FOR EXTENSION(S):</b>	30 days
<b>CALL-OFF CONTRACT VALUE:</b>	Up to £8,321,474 (there is no commitment to spend this or any sum)

**CALL-OFF DELIVERABLES**

As per Call-Off Schedule 20 (Call-Off Specification)

Following the award of this Call-Off Contract, Deliverables will be determined and agreed under separate Statement of Works (SoWs). A template Statement of Work can be found within Appendix 1 and Annex 1 (Template Statement of Work)

**BUYER'S STANDARDS**

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

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(Specification).

**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 or the Core Terms.

In accordance with Clause 11.6, the Supplier's total aggregate liability in each Contract Year under Clause 14.8 is not more than the Data Protection Liability, being £5,000,000

**CALL-OFF CHARGES**

See details in Call-Off Schedule 5 (Pricing Details)

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

**REIMBURSABLE EXPENSES**

Rates provided are inclusive of any expenses

**FINANCIAL TRANSPARENCY OBJECTIVES**

The Financial Transparency Objectives apply to this Call-Off Contract.

**PAYMENT METHOD**

- Payment method shall be BACS monthly in arrears and made on the Supplier meeting the agreed Milestones or as stated otherwise in the individual SOW.
- All invoices provided by the Supplier must be in accordance with Section 4 of the Core Terms (Pricing and Payments) and include as a minimum:
  - A relevant Purchase Order number
  - The relevant SOW number
  - The breakdown of individual line items
  - All Prices must be in Pund Sterling

**BUYER'S INVOICE ADDRESS**

DSIT – Department for Science, Innovation and Technology  
C/O UKSBS  
Queensway House  
West Precinct  
Billingham  
TS23 2NF  
United Kingdom

The electronic PDF invoice will be emailed to: [ap@uksbs.co.uk](mailto:ap@uksbs.co.uk)  
Cc: [matrix.finance@dsit.gov.uk](mailto:matrix.finance@dsit.gov.uk);

**BUYER'S AUTHORISED REPRESENTATIVE**

Name: [REDACTED]  
Role: Matrix Programme, Senior Responsible Officer  
Email address: [REDACTED]

**BUYER'S ENVIRONMENTAL POLICY**

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Available online at: [Environment Act 2021](#)

**BUYER'S SECURITY POLICY**

Available online at: [Government security - GOV.UK](#)

**SUPPLIERS AUTHORISED REPRESENTATIVE**

Name: [REDACTED]

Role: CEO

Email address: [REDACTED]

Address: Alston Court, Langtoft, Peterborough PE6 9RU

**SUPPLIER'S CONTRACT MANAGER**

Name: [REDACTED]

Role: CEO

Email address: [REDACTED]

Address: Alston Court, Langtoft, Peterborough PE6 9RU

**PROGRESS REPORT FREQUENCY**

Progress Report Frequency – Weekly

Progress reports to be provided each week at a time to be confirmed during contract mobilisation and at the commencement of all Statement of Work (SoW) packages.

**PROGRESS MEETING FREQUENCY**

Weekly project check-ins between the Supplier's appointed lead and the Authority appointed lead shall take place to monitor milestone deliverables and performance.

Contract Management Review meetings with an Account Manager (or designated Senior). These shall take place on a quarterly basis.

Progress meetings to occur each week at a time to be confirmed during contract mobilisation and at the commencement of all Statement of Work (SoW) packages.

**KEY STAFF**

To be included in the Statement of Works.

**KEY SUBCONTRACTOR(S)**

1.

[REDACTED]

2.

[REDACTED]

3.

[REDACTED]

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Joint Schedule 6 (Key Subcontractors) retained in template form to support any future changes

Information to be included in each Statement of Works.

**COMMERCIALLY SENSITIVE INFORMATION**

Supplier's written proposal  
Supplier's Pricing Schedule  
Supplier's submitted rate card

**MATERIAL KPIS**

The following Material KPIs shall apply to this Call-Off Contract in accordance with Call-Off Schedule 14A (Service Levels)

**ADDITIONAL INSURANCES**

N/A

**GUARANTEE**

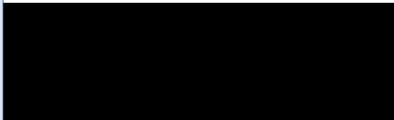
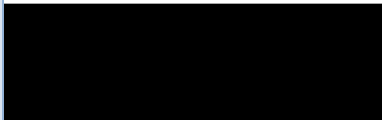


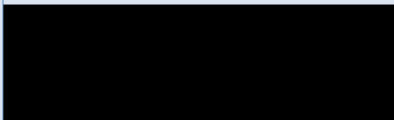
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**SOCIAL VALUE COMMITMENT**

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:		Signature:	
Name:		Name:	
Role:	CEO	Role:	Chief Operating Officer
Date:		Date:	