

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

## Order Form

CALL-OFF REFERENCE:	[REDACTED]
CALL-OFF TITLE:	Provision of Centre of excellence squads for HMCTS and Delivery Architecture as a managed Service
CALL-OFF CONTRACT DESCRIPTION:	Provision of Centre of excellence squads for HMCTS and Delivery Architecture as a managed Service. Deliverables will be defined in Statements of Work to be delivered as a Managed Service.
THE BUYER:	The Lord Chancellor acting as part of the Crown
BUYER ADDRESS	102 Petty France London SW1H 9AJ United Kingdom
THE SUPPLIER:	Solirius Ltd
SUPPLIER ADDRESS:	65 Leadenhall Street, London, EC3A 2AD
REGISTRATION NUMBER:	06279757
DUNS NUMBER:	21-002-6648
SID4GOV ID:	

## **APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Call-Off Deliverables and dated 1<sup>st</sup> September 2023.

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).

It is anticipated that majority work undertaken under the Service will fall in scope Service Provision 1: DevOps Services as described in Framework Schedule 1 ("Specification") although the Buyer reserves the right to call off Deliverables that span any of the 5 Service Provisions set out in Framework Schedule 1:

**Service Provision 1** - DevOps Services

**Service Provision 2** - Digital Definition Services

**Service Provision 3** - Build and Transition Services

**Service Provision 4** - End-to-End Development

**Service Provision 5** - Data Management (and similar) Services

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

### **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 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 12 (Supply Chain Visibility)
  - Joint Schedule 13 (Cyber Essentials)
- Call-Off Schedules for RM6263
  - Call-Off Schedule 1 (Transparency Reports)
  - Call-Off Schedule 2 (Staff Transfer) – Parts C, D and E only
  - 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 Deliveries)
  - Call-Off Schedule 7 (Key Supplier Staff)
  - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
  - Call-Off Schedule 9 (Security) - Part B (Long Form Security Requirements)
  - Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 13 (Implementation Plan and Testing)
  - Call-Off Schedule 14B (Service Levels and Balanced Scorecard)
  - Call-Off Schedule 15 (Call-Off Contract Management)
  - Call-Off Schedule 16 (Benchmarking)
  - Call-Off Schedule 18 (Background Checks)
  - Call-Off Schedule 20 (Call-Off Specification)
  - Call-Off Schedule 25 (Ethical Walls Agreement)
  - Call-Off Schedule 26 (Secondment Agreement Template)

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: None

CALL-OFF START DATE:	08/09/2023
CALL-OFF EXPIRY DATE:	07/09/2026
CALL-OFF INITIAL PERIOD:	3 Years, 0 Months
CALL-OFF OPTIONAL EXTENSION PERIOD:	None
MINIMUM NOTICE PERIOD FOR EXTENSION(S):	N/A
CALL-OFF CONTRACT VALUE:	Up to £18,000,000.00
KEY SUB-CONTRACT PRICE:	N/A

### **CALL-OFF DELIVERABLES**

See details in Call-Off Schedule 20 (Call-Off Specification)

### **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).

### **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**

**[REDACTED]**

**CALL-OFF CHARGES**

**[REDACTED]**

**REIMBURSABLE EXPENSES**

None

**PAYMENT METHOD**

BACS

**BUYER'S INVOICE ADDRESS:**

**[REDACTED]**

**BUYER'S AUTHORISED REPRESENTATIVE**

**[REDACTED]**

**BUYER'S ENVIRONMENTAL POLICY**

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

**BUYER'S SECURITY POLICY**

<https://security-guidance.service.justice.gov.uk/#cyber-and-technical-security-guidance>

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

**[REDACTED]**

**SUPPLIER'S CONTRACT MANAGER**

**[REDACTED]**

**PROGRESS REPORT FREQUENCY**

**[REDACTED]**

**PROGRESS MEETING FREQUENCY**

**[REDACTED]**

**KEY STAFF**

None

**KEY SUBCONTRACTOR(S)**

None

**COMMERCIALLY SENSITIVE INFORMATION**

Supplier's Commercially Sensitive Information

**BALANCED SCORECARD**

See Call-Off Schedule 14B (Service Levels and Balanced Scorecard)

**MATERIAL KPIs**

[REDACTED]

**SERVICE CREDITS**

[REDACTED]

**ADDITIONAL INSURANCES**

Not applicable

**GUARANTEE**

[TBD]

**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:	[REDACTED]	Signature:	[REDACTED]
Name:	[REDACTED]	Name:	[REDACTED]
Role:	[REDACTED]	Role:	[REDACTED]
Date:	[REDACTED]	Date:	[REDACTED]

## **Appendix 1**

[REDACTED]

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

[REDACTED]

#### **ANNEX 1**

[REDACTED]