

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

CALL-OFF REFERENCE: Prj_7146

THE BUYER: The Secretary of Justice for and behalf of the
Ministry of Justice and:
Criminal Injuries Compensation Authority
HM Courts & Tribunals Services
HM Prison and Probation Service
Legal Aid Agency
HM Prison and Probation Service
Office of the Public Guardian
CAFCASS
Criminal Cases Review Commission
Judicial Appointments Commission
Legal Services Board
Parole Board
Youth Justice Board for England and Wales
Judicial Appointment and Conduct Ombudsman

BUYER ADDRESS

[REDACTED]

THE SUPPLIER:

[REDACTED]

SUPPLIER ADDRESS:

[REDACTED]
[REDACTED]

REGISTRATION NUMBER:

[REDACTED]

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 1st September 2021.

It's issued under the Framework Contract with the reference number **RM6170** for the provision of Command and House Papers.

CALL-OFF LOT(S):

Lot 1

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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 and Interpretation) **RM6170**
3. The following Schedules in equal order of precedence:
 - Joint Schedules for **RM6170**
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information) *
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 13 (Continuous Improvement)
 - Joint Schedule 14 (Benchmarking)
 - Call-Off Schedules for **RM6170**
 - Call-Off Schedule 1 (Transparency Reports) *
 - Call-Off Schedule 2 (Staff Transfer)
 - [Call-Off Schedule 12 (Clustering) - This will include MoJ and all its Executive Agencies and ALBs.
4. CCS Core Terms (version 3.0.8)
5. Joint Schedule 5 (Corporate Social Responsibility) **RM6170**

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.

** These are included at the end of this document*

CALL-OFF START DATE: 1st September 2021

CALL-OFF EXPIRY DATE: 31st August 2025

CALL-OFF INITIAL PERIOD: A fixed 4-year term is being called off

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

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The Estimated Year 1 Charges used to calculate liability in the first Contract Year is
[REDACTED] Estimated Charges in the first 12 months of the Contract.

This is a Direct Award and the Framework Prices will prevail.

PAYMENT METHOD

Bacs - payment method(s)

BUYER'S INVOICE ADDRESS:

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

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

KEY STAFF

[REDACTED]

KEY SUBCONTRACTOR(S)

[REDACTED]
[REDACTED]

Registered Office:

[REDACTED]

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

COMMERCIALLY SENSITIVE INFORMATION

[REDACTED] require that all information stated in Joint Schedule 4 (Commercially Sensitive Information) is kept confidential and withheld from an FOI request.

For and on behalf of the Supplier:		and on behalf of the Buyer:	
Signature:	[REDACTED]	Signature:	[REDACTED]
Name:	[REDACTED]	Name:	[REDACTED]
Role:	[REDACTED]	Role:	[REDACTED]
Date:	October 1, 2021 2:26:43 PM BST	Date:	1 st October 2021

Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

1.1.1.1 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.1.1.2 Any such further instructions shall be incorporated into this Annex.

Description	Details
Data Management	Day to day management and performance of obligations under the Framework Contract, including exit management and other associated activities.

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Type of Personal Data	<p>Personal details of each Party's Personnel engaged in the performance of obligations and day to day management of the Framework Contract:</p> <ul style="list-style-type: none"> • Full name • Job title • Organisation name • Business/workplace address • Business/workplace email address • Business/workplace telephone/mobile number(s) • Supplier Personnel date of birth (when required for security purposes when Supplier Personnel visit CCS premises) • Supplier Dun & Bradstreet Data Universal Numbering System (DUNS number) • Registered company details including registered company name, address and company registration number (CRN) • Bank account details for activities related to the Management Charge • Management Information
Categories of Data Subject	<p>Personnel data of the Parties involved in the performance of obligations and day to day management of the Contract.</p>
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	<p>Data will be retained for seven (7) years after the duration of the processing outlined above and in accordance with the CCS Privacy Notice.</p> <p>In accordance with the Core Terms, all [REDACTED] data and any copies held by the Supplier must be securely erased once the Processing is complete, unless the Supplier is required by law to retain it. In accordance with the Core Terms, all Storage Media that has held [REDACTED] data must be securely destroyed at the end of life of the media. All destruction of media must be in line with good industry practice.</p>

Joint Schedule 4 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

1. In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
2. Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
3. Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
1	1/10/2020	All pricing submitted by [REDACTED] as part of the bid for RM6170 Lot 1 and 2	10 years from contract commencement
2	21/12/2020	All responses submitted by [REDACTED] as part of the RM6170 bid response for Lot 1 and 2	10 years from contract commencement
3	21/12/2020	[REDACTED] supplier roster including but not limited to the detail of who we subcontract [REDACTED] work to and on what contractual terms which is retained IP to [REDACTED]	10 years from contract commencement
4	21/12/2020	Information relating to [REDACTED] technology platforms, including, but not limited to: operating platforms, functionality, security.	10 years from contract commencement
5	21/12/2020	Information relating to [REDACTED] ways of working methodologies including, but not limited to; process maps, technology applications and their usage, team structures, supplier contractual terms with our supply chain.	10 years from contract commencement

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6	21/12/2020	Information relating to [REDACTED] employees (and extended to [REDACTED] supply chain on personal data)	10 years from contract commencement
7	21/12/2020	[REDACTED] and their associated supply chain, all commercial information and vendor agreements, both active and archived versions.	10 years from contract commencement
8	09/04/2021	All pricing supplied by [REDACTED] in fulfilling the contract for a period of ten years	10 years from contract commencement

Call-Off Schedule 1 (Transparency Reports)

1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1

(<https://www.gov.uk/government/publications/procurement-policy-note-0117update-to-transparency-principles>). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.

1.2 Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.

1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.