

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

## Order Form

CALL-OFF REFERENCE:	[REDACTED]
CALL-OFF TITLE:	DLRM Architecture, Data Engineering and Testing
CALL-OFF CONTRACT DESCRIPTION:	Architecture services, Data Engineering and Testing 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:	Solirius Limited
SUPPLIER ADDRESS:	38 Grosvenor Gardens London SW1W 0EB
REGISTRATION NUMBER:	06279757

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 17<sup>th</sup> 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)).

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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.

### 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) – see Annex 1 below ○ 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) – as per ITT\_9609
    - 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) - as contained in ITT\_9609 ○ 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) as contained in ITT\_9609 ○ 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](http://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**

None

CALL-OFF START DATE: 01 July 2025

CALL-OFF EXPIRY DATE: 30 June 2027

CALL-OFF INITIAL PERIOD: 24 months

CALL-OFF OPTIONAL  
EXTENSION PERIOD:

MINIMUM NOTICE PERIOD  
FOR EXTENSION(S):

CALL-OFF CONTRACT VALUE: £4,500,000 (£4.5M)

KEY SUB-CONTRACT PRICE: N/A

#### **CALL-OFF DELIVERABLES**

Option B: 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).

The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

- Buyers IT Security Policy



MoJ it-security-policy.pdf

### **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 Core Terms, as amended by the Framework Award Form Special Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £2,250,000.

### **CALL-OFF CHARGES**

**[REDACTED]**

### **REIMBURSABLE EXPENSES**

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

### **PAYMENT METHOD**

**[REDACTED]**

### **BUYER'S INVOICE ADDRESS:**

**[REDACTED]**

### **BUYER'S AUTHORISED REPRESENTATIVE**

**[REDACTED]**

### **BUYER'S ENVIRONMENTAL POLICY**

N/A

### **BUYER'S SECURITY POLICY**

Ministry of Justice IT Security Policy (attached).

### **SUPPLIER'S AUTHORISED REPRESENTATIVE**

**SUPPLIER'S CONTRACT MANAGER**

**[REDACTED]**

**PROGRESS REPORT FREQUENCY**

Monthly on a date set by the Buyers' Project Manager or as specified in the Statement of Work.

**PROGRESS MEETING FREQUENCY**

Monthly on a date set by the Buyers' Project Manager or as specified in the Statement of Work.

## **COMMERCIALLY SENSITIVE INFORMATION**

Supplier's Commercially Sensitive Information

1	From the date of the initial receipt of the information by the Buyer	Pricing and financial information (including any time and materials rate card), all labour rates, any individuals prices or costs.	Perpetual
2	From the date of the initial receipt of the information by the Buyer	Insurance limits together with any insurance related information provided or to be provided under the Call-Off Contract.	From the date of initial receipt of the information by the Buyer and during the Contract Period plus 2 years
3	Contract Start Date	Any disputes involving the Supplier.	From the Start Date and during the Contract Period plus 2 years
4	Contract Start Date	Contract and Performance reporting (except where required under Transparency reporting)	From the Start Date and during the Contract Period plus 2 years

## **SERVICE CREDITS**

Not applicable

## **ADDITIONAL INSURANCES**

Professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000);

Public liability and products insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000); and

Employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000).

## **GUARANTEE**

### **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.

### **DATA PROCESSING**

1.1 [REDACTED]

1.2 [REDACTED]

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

1.4 Any such further instructions shall be incorporated into Annex 1 of this Order Form con\_25135.

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**

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)).

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

### **1. STATEMENT OF WORK ("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.

<b>Date of SOW:</b>	TBC
<b>SOW Title:</b>	
<b>SOW Reference:</b>	SOW001

<b>Call-Off Contract Reference:</b>	TBC
<b>Buyer:</b>	The Ministry of Justice
<b>Supplier:</b>	TBC
<b>SOW Start Date:</b>	01 July 2025
<b>SOW End Date:</b>	TBC
<b>Duration of SOW:</b>	TBC
<b>Key Personnel (Buyer)</b>	TBC
<b>Key Personnel (Supplier)</b>	TBC
<b>Subcontractors</b>	N/A

### **2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT**



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<b>SOW Deliverables Background</b>	See Attachment 3 Statement of Requirements for Sample Statement of Work
<b>Delivery phase(s)</b>	
<b>Overview of Requirement</b>	See Attachment 3 Statement of Requirements for Sample Statement of Work

<b>3. BUYER REQUIREMENTS – SOW DELIVERABLES</b>			
<b>Outcome Description</b>	See Attachment 3 Statement of Requirements for Sample Statement of Work		
<b>Milestone Ref</b>	<b>Milestone Description</b>	<b>Acceptance Criteria</b>	<b>Due date</b>

<b>MS01</b>			
<b>MS02</b>			
<b>Delivery Plan</b>			
<b>Dependencies</b>			
<b>Supplier Resource Plan</b>			
<b>Security Applicable to SOW:</b>	[insert if necessary]		
<b>Cyber Essentials Scheme</b>	The Buyer requires the Supplier to have and maintain a Cyber Essentials Plus Certificate for the work undertaken under this SOW, in accordance with Joint Schedule 13 (Cyber Essentials Scheme).		

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<b>SOW Standards</b>	See Attachment 3 Statement of Requirements for Sample Statement of Work		
<b>Performance Management</b>	[Insert details of Material KPIs that have a material impact on Contract performance]		
	<b>Material KPIs</b>	<b>Target</b>	<b>Measured by</b>
	[Insert Service Levels and/or KPIs – See Call-Off Schedule 14 (Service Levels and Balanced Scorecard)]		
<b>Additional Requirements</b>	<b>Annex 1</b> – 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.		
<b>Key Supplier Staff</b>	N/A		

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<b>Worker Engagement Status</b>	[Yes / No] [Insert details]
<b>SOW Reporting Requirements:</b>	Part of monthly progress meetings

4. CHARGES							
<b>Call Off Contract Charges</b>	<p>The applicable charging method(s) for this SOW is:</p> <ul style="list-style-type: none"> <li>Fixed Price</li> </ul> <p>The Charges detailed in the financial model shall be invoiced in accordance with Clause 4 of the Call-Off Contract.</p>						
<b>Rate Cards Applicable</b>	<table> <tr> <th>DDAT Role</th><th>RM6263 National Day Rate</th></tr> <tr> <td></td><td>£</td></tr> <tr> <td></td><td>£</td></tr> </table>	DDAT Role	RM6263 National Day Rate		£		£
DDAT Role	RM6263 National Day Rate						
	£						
	£						
<b>Financial Model</b>	[Supplier to insert its financial model applicable to this SOW]						
<b>Reimbursable Expenses</b>	See details in Call-Off Schedule 5 (Pricing Details and Expenses Policy) for further details.						

5. SIGNATURES AND APPROVALS
<p><b>Agreement of this SOW</b></p> <p>BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the</p>

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Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:

<b>For and on behalf of the Supplier</b>	<div>Name</div> <div>and title</div> <div>Date Signature</div>
<b>For and on behalf of the Buyer</b>	<div>Name</div> <div>and title</div> <div>Date</div> <div>Signature</div>

## 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>The Buyer is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraphs 2 to paragraph 15 of Schedule 7 and for the purposes of the Data Protection Legislation, Buyer is the Controller and the Supplier is the Processor of the Personal Data recorded below:</p> <ul style="list-style-type: none"><li>• Categories including staff and users of the systems. There will be no storing of live or personal data. The Supplier will be tasked with accessing 'Live' data in some instances, during the course of this call off contract. This access to 'Live' data will be granted and accessed via a portal, of which permissions will be granted where necessary and revoked once the piece of work has been completed. The Supplier has assured the Buyer that they are compliant with GDPR legislation and has implemented GDPR and Data Handling training across all Supplier Staff which is mandatory and measured.</li></ul>
Duration of the Processing	During contract duration and any extension period as well as up to 7 years after the expiry or termination of the Framework Agreement

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Nature and purposes of the Processing	To facilitate the fulfilment of the Supplier's obligations arising under this Framework Agreement including i. Ensuring effective communication between the Supplier and CSS ii. Maintaining full and accurate records of every Call-Off Contract arising under the Framework Agreement in accordance with Clause 7.6
Type of Personal Data	Includes: i. Contact details of, and communications with, CSS staff concerned with management of the Framework Agreement ii. Contact details of, and communications with, Buyer staff concerned with award and management of Call-Off Contracts awarded under the Framework Agreement, iii. Contact details, and communications with, Sub-contractor staff concerned with fulfilment of the Supplier's obligations arising from this Framework Agreement Contact details, and communications with Supplier staff concerned with management of the Framework Agreement ii. Contact details of, and communications with, Buyer staff concerned with award and management of Call-Off Contracts awarded under the Framework Agreement, iii. Contact details, and communications with, Sub-contractor staff concerned with fulfilment of the Supplier's obligations arising from this Framework Agreement Contact details, and communications with Supplier staff concerned with management of the Framework Agreement
Categories of Data Subject	Includes: i. CSS staff concerned with management of the Framework Agreement ii. Buyer staff concerned with award and management of Call-Off Contracts awarded under the Framework Agreement iii. Sub-contractor staff concerned with fulfilment of the Supplier's obligations arising from this Framework Agreement iv. Supplier staff concerned with fulfilment of the Supplier's obligations arising under this Framework Agreement

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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	All relevant data to be deleted 7 years after the expiry or termination of this Framework Contract unless longer retention is required by Law or the terms of any Call-Off Contract arising hereunder
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Framework Ref: RM6263 ITT\_9609  
Contract Reference Con\_25135

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: ITT\_9609 – contract con\_25135  
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**Call-Off Schedule 20 (Call-Off Specification)**

**[REDACTED]**