

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

Call-Off Ref: RM1043.8

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Order Form

Call-Off Reference: **prj_10706**

Call-Off Title: **RM1043.8-1-Ministry Of Justice: CMS (DLRM Power Platform)**

Call-Off Contract Description:

[REDACTED]

Core capabilities for the proposed contract include but not limited to:

**Delivery Manager/Scrum Master
Power Platform Architect
Power Platform Developer
Automation Test Engineer**

The supplier will work within the existing HMCTS internal Power Platform team and closely with other Suppliers and Business Analysts to ensure ways of working are aligned and support knowledge capture and transfer. The supplier is expected to provide support for the systems they develop, and at the end of the contract the supplier will be required to support transition of all the services to the internal team.

The supplier will be required to work to the published GDS Service Standard - <https://www.gov.uk/service-manual/service-standard>

The supplier may also be required to support additional work in the form of additional statements of work where required, as outlined below.

[REDACTED]

The Buyer: **Ministry of Justice / HM Courts and Tribunal Service**

Buyer Address: **Ministry of Justice, 102 Petty France, London SW1H 9AJ**

The Supplier: **Kainos Software Ltd.**

[REDACTED]

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Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 14th August 2023.

It's issued under the Framework Contract with the reference number RM1043.8 for the provision of Digital Outcomes 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, Statement of Work 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

Lot 1 Digital Outcomes

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) RM1043.8
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
 - Joint Schedules for RM1043.8
 - 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)

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- Call-Off Schedules for RM1043.8
 - Call-Off Schedule 1 (Transparency Reports)
 - 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 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels and Balanced Scorecard)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 26 (Cyber Essentials Scheme)

5 CCS Core Terms (version 3.0.11)

6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.8

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: 14th August 2023

Call-Off Expiry Date: 13th August 2025

Call-Off Initial Period: 24 months

Call-Off Optional Extension Period: None

Minimum Notice Period for Extensions: N/A

Call-Off Contract Value: £3,000,000.00

Call-Off Deliverables

Option B: See details in Call-Off Schedule 20 (Call-Off Specification)

[REDACTED]

Deliverables will be defined by each applicable Statement of Work (SoW).

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Warranty Period

The Supplier shall provide digital and Software Deliverables with a minimum warranty of at least 90 days against all obvious defects, and in relation to the warranties detailed in Paragraphs 4 (licensed Software warranty) and 9.6.2 (Specially Written Software and New IPRs) of Call-Off Schedule 6 (IPRs and Additional Terms on Digital Deliverables).

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 referred to in Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract: N/A

Cyber Essentials Scheme

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (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 no more than 125% of the estimated charges in the first 12 months of the contract.

Call-Off Charges

[REDACTED]

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[REDACTED]

All changes to the Charges must use procedures that are equivalent to those in Paragraph 4 in Framework Schedule 3 (Framework Prices).

Reimbursable Expenses

See Expenses Policy in Annex 1 to 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

<https://www.gov.uk/guidance/ministry-of-justice-and-the-environment>

Buyer's Security Policy

[REDACTED]

Supplier's Authorised Representative

[REDACTED]

Supplier's Contract Manager

[REDACTED]

Progress Meeting and Report Frequency

Monthly, on the first Working Day of each month. Progress will also be addressed during weekly progress meetings (or more frequently dependant on demands of SoW) for each SoW throughout the Call-Off Contract.

Key Staff

[REDACTED]

Key Subcontractor(s)

N/A

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Commercially Sensitive Information

All information shared under this call off contract is identified as commercially sensitive information and will be kept confidential until 3 years after the end of the contract.

Balanced Scorecard

N/A

Service Levels (for Statements of Work relating to a Support Phase only)

Support Hours: 09:00 – 17:00 Monday – Friday (excluding UK Public Holidays)

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

Material KPIs

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

Category	Material KPIs	[REDACTED]	[REDACTED]
Development	Resource Availability The Supplier will ensure resources are available following SoW Approval	[REDACTED]	[REDACTED]
Development	Design Governance The Supplier will provide High Level Design (HLD) documents that ready for socialisation	[REDACTED]	[REDACTED]
Development	Development The Supplier will ensure digital development work is completed in agreed timescales	[REDACTED]	[REDACTED]
Development	Programme Points & Velocity The Supplier will ensure sprint plans are created, sized and available at least one sprint in advance	[REDACTED]	[REDACTED]
Development	Fit for Purpose Product/Service The Supplier will be expected to provide a product/service that is fit to be rolled out in England and Wales	[REDACTED]	[REDACTED]
Transition	Transition The Supplier will ensure	[REDACTED]	[REDACTED]

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Category	Material KPIs	[REDACTED]	[REDACTED]
	effective hand over to a civil service team including onboarding the team and sharing of appropriate documentation		
Commercial & Finance	Statement of Works The Supplier will ensure 100% response and agreement with Project Team for each SoW request.	[REDACTED]	[REDACTED]
Commercial & Finance	Accurate and timely billing by Supplier The Supplier will ensure accuracy and timeliness of billing	[REDACTED]	[REDACTED]
Commercial & Finance	Roadmap The Supplier will provide an up-to-date road map that details current and planned work on a rolling quarterly basis, which will be for the life of the contract.	[REDACTED]	[REDACTED]

The Supplier will comply with the Service Levels and Material KPI's specified in this Call-Off Contract. For each individual Statement of Work – delivery milestones, acceptance criteria and service performance metrics will be agreed accordingly.

Service Credits

During the Support Phase (once this Phase is live) as specified in the applicable Statement of Work, Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels and Balanced Scorecard)

[REDACTED]

A Critical Service Level Failure is: A Critical Service Level Failure shall occur where in respect of one or more Service Levels, performance of the service below the relevant Service Level Threshold on three (3) or more occasions in a rolling period of six (6) months.

Additional Insurances

Not applicable

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Guarantee

N/A

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:

[REDACTED]

For and on behalf of the Buyer:

[REDACTED]

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Appendix 1

The first Statement(s) of Works shall be agreed following the executed Order Form. 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 template Order Form in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules))

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Annex 1 (Template Statement of Work)

1 Statement of Works (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.

Date of SOW:

SOW Title:

SOW Reference:

Call-Off Contract Reference:

Buyer:

Supplier:

SOW Start Date:

SOW End Date:

Duration of SOW:

Key Personnel (Buyer):

Key Personnel (Supplier):

Subcontractors:

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2 Call-Off Contract Specification – Deliverables Context

SOW Deliverables Background: [Insert details of which elements of the Deliverables this SOW will address]

Delivery phase(s): [Insert item and nature of Delivery phase(s), for example, Discovery, Alpha, Beta or Live]

Overview of Requirement: [Insert details including Release Type(s), for example Ad hoc, Inception, Calibration or Delivery]

3 Buyer Requirements – SOW Deliverables

Outcome Description:

Milestone Ref	Milestone Description	Acceptance Criteria	Due Date
MS01			
MS02			

Delivery Plan:

Dependencies:

Supplier Resource Plan:

Security Applicable to SOW:

The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security).

[If different security requirements than those set out in Call-Off Schedule 9 (Security) apply under this SOW, these shall be detailed below and apply only to this SOW:

[Insert if necessary]

Cyber Essentials Scheme:

The Buyer requires the Supplier to have and maintain a **[Cyber Essentials Certificate][OR Cyber Essentials Plus Certificate]** for the work undertaken under this SOW, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme).

SOW Standards:

[Insert any specific Standards applicable to this SOW]

Performance Management:

[Insert details of Material KPIs that have a material impact on Contract performance]

Material KPIs	Target	Measured by
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[Insert Service Levels and/or KPIs – See Call-Off Schedule 14 (Service Levels and Balanced Scorecard)]

Additional Requirements:

Annex 1 – 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.

Key Supplier Staff:

Key Role	Key Staff	Contract Details	Worker Engagement Route (incl. inside/outside IR35)

[Indicate: whether there is any requirement to issue a Status Determination Statement]

SOW Reporting Requirements:

[Further to the Supplier providing the management information detailed in Call-Off Schedule 15 (Call Off Contract Management), the Supplier shall also provide the following additional management information under and applicable to this SOW only:

Ref.	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission
1.	[insert]		
1.1	[insert]	[insert]	[insert]

]

4 Charges

Call Off Contract Charges:

The applicable charging method(s) for this SOW is:

- Capped Time and Materials
- [Incremental Fixed Price]
- [Time and Materials]
- [Fixed Price]
- [2 or more of the above charging methods]
- [Buyer to select as appropriate for this SOW]

The estimated maximum value of this SOW (irrespective of the selected charging method) is £[Insert detail].

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Rate Cards Applicable:

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[Insert SOW applicable Supplier and Subcontractor rate cards from Call-Off Schedule 5 (Pricing Details and Expenses Policy), including details of any discounts that will be applied to the work undertaken under this SOW.]

Reimbursable Expenses:

See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)

5 Signatures and Approvals

Agreement of this SOW

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:

For and on behalf of the Supplier

Name:

Title:

Date:

Signature:

For and on behalf of the Buyer

Name:

Title:

Date:

Signature:

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:

N/A

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none">• [Insert the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority] <p>The Supplier is Controller and the Relevant Authority is Processor</p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</p> <ul style="list-style-type: none">• [Insert the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier] <p>The Parties are Joint Controllers</p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none">• [Insert the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together] <p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none">• Business contact details of Supplier Personnel for which the Supplier is the Controller,• Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,• [Insert the scope of other Personal Data provided by one Party]

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	<p>who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority]</p> <p>[Guidance where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]</p>
Duration of the Processing	[Clearly set out the duration of the Processing including dates]
Nature and purposes of the Processing	<p>[Be as specific as possible, but make sure that you cover all intended purposes.</p> <p>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]</p>
Type of Personal Data	[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]
Categories of Data Subject	[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]
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	[Describe how long the data will be retained for, how it be returned or destroyed]