

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: **con_23212**

Call-Off Title: **Book a video link digital service**

Call-Off Contract Description: To design, build and deliver bespoke software and enhance the Book a video link digital service

The Buyer: **The Secretary of State for Justice on behalf of His Majesty's Prison and Probation Service**

Buyer Address:

The Ministry of Justice

102 Petty France,

London

SW1H 9AJ

The Supplier: **Farsight Consulting Ltd**

Supplier Address: **Units 3.03 - 3.05 Canterbury Court 1-3 Brixton Road, London, England, SW9 6DE**

Registration Number: 07215255

DUNS Number: 216680896

SID4GOV ID: NA

If an electronic purchasing system is used instead of signing as a hard-copy, text below must be copied into the electronic order form starting from 'APPLICABLE FRAMEWORK CONTRACT' and up to, but not including the Signature block.

It is essential that if you, as the Buyer, add to or amend any aspect of any Call-Off Schedule, then **you must send the updated Schedule** with the Order Form to the Supplier.

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Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 24 January 2024.

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 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) RM1043.8

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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 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: 24 January 2024

Call-Off Expiry Date: 23 January 2026

Call-Off Initial Period: 2 Years

Call-Off Optional Extension Period: 12 Months

Minimum Notice Period for Extensions: 60 days

Call-Off Contract Value: Up to £3 million pounds excl. VAT (Including optional extension)

As per Digital Outcomes and Specialists 6 terms and conditions, a value of an individual Statement of Work may be increased by up to 20% of the Statement of Work's original value. The Supplier will provide an updated Deliverables and Charges list, using the Supplier's SFIA Day Rate card below to calculate the capped T&M charges for delivering these additional Deliverables. The Buyer will review these updated Deliverables and Charges for the relevant Statement of Work and agree any necessary work with the Supplier. Only once approval from a designated representative from the Buyer (the Senior Business Owner), in the form of written notification has been received for these updated Deliverables and Charges to increase the value of the Statement of Work (an email is accepted as in writing), may these Deliverables and Charges be undertaken by the Supplier.

Framework Ref: RM1043.8 Digital Outcomes 6

Project Version: v2.0

Model Version: v3.8

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Call-Off Deliverables

[**Buyer guidance: complete** option A or, if Deliverables are too complex for this form, **use** option B and Call-Off Schedule 20 instead. **Delete** the option that is not used.]

[REDACTED]

Option A: Farsight Consulting Proposal

Option B Call-Off Schedule 20 completed.

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

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).

Cyber Essentials Scheme

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials 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 150% of the Estimated Charges in the first 12 months of the Contract.

Call-Off Charges

[REDACTED]

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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

Buyer's Security Policy

Appended at Call-Off Schedule 9 (Security)

Supplier's Authorised Representative

[REDACTED]

Supplier's Contract Manager

[REDACTED]

Progress Report Frequency

At least monthly. Progress will also be addressed as part of daily stand-ups and agile ceremonies throughout the Call-Off Contract.

Progress Meeting Frequency

Monthly. Progress will also be addressed as part of daily stand-ups and agile ceremonies throughout the Call-Off Contract.

Key Staff

[REDACTED]

Key Subcontractor(s)

None

Commercially Sensitive Information

The suppliers written proposal, call off charges and rate card.

Balanced Scorecard

Material KPIs

[REDACTED]

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Service Credits

Not applicable

Additional Insurances

Not applicable

Guarantee

Not applicable

Social Value Commitment

Not applicable

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:

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: [REDACTED]

For and on behalf of the Buyer:

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: [REDACTED]

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Appendix 1

[REDACTED]

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Annex 1 (Template Statement of Work)

[REDACTED]

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Annex 1

[REDACTED]