

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_22632

Call-Off Title: Crime Programme Design, Development and Test Services

Call-Off Contract Description:

A flexible, outcome based Managed Service, meeting outcomes to timescales, budget and government service standards, delivering digital services to users of the Criminal Justice system including design, development and testing of services.

Services will include a staged transition into business as usual as projects complete.

The Buyer: Secretary of State for Justice. For the benefit of HM Court and Tribunals Services (HMCTS)

Buyer Address: 102 Petty France, Westminster, London SW1H 9AJ

The Supplier: Scrumconnect Limited

Supplier Address:

Fraser House, 56, Kingston Road, Staines-Upon-Thames, Middlesex, England, TW18 4NL

Registration Number: 07804221

DUNS Number: 505275578

SID4GOV ID:

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Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 11 September 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 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data) RM1043.8
 - Joint Schedule 12 (Supply Chain Visibility)

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- Call-Off Schedules for RM1043.8
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - 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 8 (Business Continuity and Disaster Recovery)
 - 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 16 (Benchmarking)
 - Call-Off Schedule 18 (Background Checks)
 - 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:

Special Term 1: Control – the Buyer is responsible for defining the problem to be solved and the associated outcomes. The Supplier is responsible for using its own initiative in determining how the services are to be delivered and the provision of resources to support the services.

Special Term 2: Risk (financial) – the financial risk of delivering the service/ deliverables/ outcome lies with the Supplier. Outputs and deliverables will be linked to payments. If the work does not meet the acceptance criteria it is the responsibility of the Supplier to correct it at their own expense. The Buyer will ensure that a valid Purchase Order is raised at the commencement of the Statement of Work in sufficient time to allow the Supplier to invoice for the Services.

Special Term 3: Integration (part and parcel of the organisation) - The Supplier should not be treated as one of the team or be indispensable. They are expected to provide the services on such hours/days as required to meet any deadlines, as agreed between the Supplier and the Buyer.

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Special Term 4: Substitution – the Buyer is willing to accept substitute personnel with the relevant skills and expertise from the service provider (e.g. to cover holidays, illness etc.).

Special Term 5: Provision of own equipment - The Supplier must provide their own equipment where security requirements permit.

Special term 6: Compliance – in the event that this contract is considered to be a resources contract rather than a managed service, the Buyer reserves the right to continue the contract on a resources for outcomes basis ensuring that it complies with the relevant legislation and determination processes. Any changes to processes and procedures will be recorded in any subsequent Statement of Work.

Call-Off Start Date: 1 September 2023

Call-Off Expiry Date: 31 August 2025

Call-Off Initial Period: 2 years

Call-Off Optional Extension Period: 1 Year

Minimum Notice Period for Extensions: 2 Months

Call-Off Contract Value: Up to £9,000,000 increasing to a maximum of £12,750,000 including optional extension period.

Call-Off Deliverables

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

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:

- Government Digital Standards
- HMCTS, Reform & DACS Architecture Governance, Process and procedures
- Reform Software Engineering Process and procedures
- HMCTS and Reform Security Policies and Procedures

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.

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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

REDACTED

Call-Off Charges

- 1 Capped Time and Materials (CTM)
- 2 Incremental Fixed Price
- 3 Time and Materials (T&M)
- 4 Fixed Price
- 5 A combination of two or more of the above Charging methods.

Where non-UK Supplier Staff (including Subcontractors) are used to provide any element of the Deliverables under this Call-Off Contract, the applicable rate card(s) shall be incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy) and the Supplier shall, under each SOW, charge the Buyer a rate no greater than those set out in the applicable rate card for the Supplier Staff undertaking that element of work on the Deliverables.

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

Monthly in arrears via BACS

Buyer's Invoice Address

APinvoices-CTS-U@gov.sscl.com

SSCL – HM Courts and Tribunal Services

PO Box 745

Newport

Gwent

NP10 8FZ

Buyer's Authorised Representative

REDACTED

Integration Lead, Crime Programme

REDACTED

102 Petty France, Westminster, London SW1H 9AJ

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Buyer's Environmental Policy

available online at [Greening Government Commitments 2021 to 2025 - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/commitments/greening-government-commitments-2021-to-2025)

Buyer's Security Policy

[IT Security Policy \(Overview\) - Security Guidance \(justice.gov.uk\)](https://www.justice.gov.uk/it-security-policy)

Part B of Call Off Schedule 9, Security, will apply.

Supplier's Authorised Representative

REDACTED

Delivery Director

REDACTED, 56 Kingston Road, Staines on Thames, TW18 4NL

Supplier's Contract Manager

REDACTED

Account Director

REDACTED

56 Kingston Road, Staines on Thames, TW18 4NL

Progress Report Frequency

On the fifth Working Day of each calendar month.

Progress Meeting Frequency

Quarterly on the fifth Working Day of each quarter

Key Staff

REDACTED

Delivery Lead

REDACTED

56 Kingston Rd, Staines TW18 4NL

REDACTED

REDACTED

Framework Ref: RM1043.8 Digital Outcomes 6

Project Version: v2.0

Model Version: v3.8

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Lead Technical architect

REDACTED

56 Kingston Rd, Staines TW18 4NL

REDACTED

REDACTED

Tech lead

REDACTED

56 Kingston Rd, Staines TW18 4NL

REDACTED

REDACTED

Tech lead

REDACTED

56 Kingston Rd, Staines TW18 4NL

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REDACTED

Tech lead

REDACTED

56 Kingston Rd,

Staines TW18

4NL

REDACTED

REDACTED

Tech lead

REDACTED

56 Kingston Rd, Staines TW18 4NL

REDACTED

REDACTED

Front end developer

REDACTED

Framework Ref: RM1043.8 Digital Outcomes 6

Project Version: v2.0

Model Version: v3.8

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Outside ir35

REDACTED

QA

REDACTED

56 Kingston Rd, Staines TW18 4NL

REDACTED

REDACTED

QA

REDACTED

56 Kingston Rd, Staines TW18 4NL

REDACTED

Key Subcontractor(s)

Methods Business and Technology Ltd,

Company number: 2485577,

Saffron House, 6-10 Kirby St, London, EC1N 8TS

Commercially Sensitive Information

All rates, payment milestones and special terms.

Balanced Scorecard

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):

Material KPIs	Target	Measured by
P1 Incidents for CPS or ELS resolved by team where relevant	Resolution of the incident as agreed by the Buyer	90% within 4 hours
P2 Incidents for CPS or ELS resolved by team where relevant.	Resolution of the incident as agreed by the Buyer	90% within 8 hours
P3 Incidents for CPS or ELS resolved by team where relevant .	Resolution of the incident as agreed by the Buyer	90% within 72 hours

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P4 Incidents for CPS or ELS resolved by team where relevant	Resolution of the incident as agreed by the Buyer	90% within 2 weeks or by agreement
Quality: All elements of the service are fit for purpose and in-line with industry standards	Post implementation reviews, defect metrics and user feedback 100% Compliance with applicable: <ul style="list-style-type: none">• Government Digital Standards and Business Architecture Standards.• WCAG2.1AA accessibility requirements from a design perspective	100%
Supplier is to ensure that all staff comply to security, data and information handling policies.	Breaches will be reported to and recorded by operational security.	No major and less than 3 minor incidents per calendar month. Repeated occurrences may result in termination of this contract.
Supplier is to ensure that all staff adhere to the Operational Security Guide and Use of Personal Laptops Guide.	Breaches will be reported to and recorded by operational security.	No major and less than 3 minor incidents per calendar month. Repeated occurrences may result in contract termination
Invoice Accuracy: The Supplier will ensure that no invoice is supplied without the correct information as outlined with the Order Form of this Call-Off agreement; eliminating any invoice queries for the departmental customer.	Ensure a valid purchase order number is quoted on every invoice and that approval is sought from the departmental customer.	95% All invoices without a valid purchase order number will be put into query and therefore payment delayed or potentially not made on time.

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Service Credits

Not applicable

The Service Credit Cap is: Not Applicable Critical Service Level Failure is Not Applicable

Additional Insurances

Not applicable

Guarantee

Not applicable

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:

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

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

SOW001 to be inserted here











RM1043.8_Schedule-6-Order-Form-v2.0_HMCT S Crime Programme_con_22632 ScrumConnect

Final Audit Report

2023-09-13

Created:	2023-09-12
By:	REDACTED
Status:	
Transaction ID:	REDACTED

"RM1043.8_Schedule-6-Order-Form-v2.0_HMCTS Crime Programme_con_22632 ScrumConnect" History

-  Document created by **REDACTED**
2023-09-12 - 1:45:13 PM GMT
-  Document emailed to **REDACTED** for signature
2023-09-12 - 1:47:36 PM GMT
-  Email viewed by **REDACTED**
2023-09-13 - 12:29:45 PM GMT
-  Signer **REDACTED** entered name at signing as **REDACTED**
2023-09-13 - 12:31:02 PM GMT
-  Document e-signed by **REDACTED**
Signature Date: 2023-09-13 - 12:31:04 PM GMT - Time Source: server
-  Document emailed to **REDACTED** for signature
2023-09-13 - 12:31:05 PM GMT
-  Email viewed by **REDACTED**
2023-09-13 - 1:04:24 PM GMT
-  Signer **REDACTED** entered name at signing as **REDACTED**
2023-09-13 - 1:05:04 PM GMT
-  Document e-signed by **REDACTED**
Signature Date: 2023-09-13 - 1:05:06 PM GMT - Time Source: server
-  Agreement completed.
2023-09-13 - 1:05:06 PM GMT