



Crown Commercial Service

Call-Off Order Form Schedule 6 for RM6126 Research and Insights DPS for the provision of Research Services

Legal Problem and Resolution Survey 2022/2023

con_21266

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

Order Form

Applicable Framework Contract

This Order Form is for the provision of the Deliverables and dated TBC.

CONTRACT REFERENCE:	con_21266
THE BUYER:	[REDACTED]
BUYER ADDRESS:	[REDACTED]
THE CUSTOMER:	[REDACTED]
CUSTOMER ADDRESS:	10 South Colonnade, London, E14 4PU
THE SUPPLIER:	Ipsos (Market Research) Ltd
SUPPLIER ADDRESS:	3 Thomas More Square, London. E1W 1YW
COMPANY REGISTRATION NUMBER:	948470
DUNS NUMBER:	227257185
SME Status (Small, Medium, Large)	Large
ORDER START DATE:	20 th September 2022
ORDER EXPIRY DATE:	19 th March 2024
ORDER INITIAL PERIOD:	18 months
ORDER EXTENSION PERIOD:	Possible 6-month extension period (as determined by the Authority if needed)
FINAL POSSIBLE EXPIRY DATE:	19 th September 2024
DELIVERABLES:	See details in Order Schedule 20 (Order Specification)

CALL-OFF ORDER INCORPORATED TERMS

The following documents are incorporated into this Order Contract. Where schedules are missing, those schedules are not part of the agreement and cannot be used. If the documents conflict, the following order of precedence applies:

1. This Order Form (DPS Schedule 6) including the Order Special Terms and Order Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) **RM6126 Research & Insights DPS**
3. DPS Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for **RM6126 Research & Insights DPS**
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 5 (Corporate Social Responsibility)
 - Joint-Schedule 6 (Key-Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Order Schedules for **RM6126 Research & Insights DPS**
 - Order Schedule 2 (Staff Transfer)
 - Order Schedule 3 (Continuous Improvement)
 - Order Schedule 4 (Order Tender) Supplier Proposal
 - Order Schedule 5 (Pricing Details)
 - Order Schedule 7 (Key Supplier Staff)
 - Order Schedule 8 (Business Continuity and Disaster Recovery)
 - Order Schedule 9 (Security)
 - Order Schedule 10 (Exit Management)
 - Order Schedule 14 (Service Levels)
 - Order Schedule 20 (Order Specification)

No other Supplier terms are part of the Order Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF ORDER SPECIAL TERMS

The following Special Terms are incorporated into this Order Contract:

[REDACTED]

[REDACTED]

TOTAL (excluding VAT)		100%	£565,700
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The Intellectual Property Rights of all products and reporting from the contract will belong to MoJ.

Ownership of data and Intellectual Property from this project will be retained by the Authority and the Supplier will be required to provide assurance to the Authority that all data will be destroyed within a reasonable timeframe from completion of the project

Order Schedule 14 (Service Levels)

Project management	The project manager nominated by the Supplier must have sufficient experience, seniority and time allocated to manage the project effectively. They should also have strong project management skills including ability to identify and manage risks and provide regular progress updates to the customer. It is expected that following the project initiation meeting, regular weekly contact will take place between the Supplier and the Authority by telephone, email or virtual meetings.
Performance Monitoring	The Supplier will be expected to meet with the Authority in line with dates agreed between the Authority and Supplier at the inception meeting. These will be weekly update meetings with weekly progress reports during the set up and feasibility assessment stages. This is subject to change as the project progresses or should this be requested and approved with the Authority.

REPORTING

PROGRESS REPORT FREQUENCY	The Authority will nominate a contract manager, who will be the Supplier's first point of contact during the project and will manage all administrative issues and contractual and technical matters. They or a nominated replacement will be available to deal with queries. Day to day management of the work will be by overseen by the project manager in the MoJ Data and Analysis Directorate. Formal and timely updates will be provided to the wider policy
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DPS Schedule 6 (Order Form Template and Order Schedules)

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	team and emerging issues will be discussed. The Supplier will be invited to attend as necessary.
PROGRESS MEETING FREQUENCY	The Authority contract manager will be responsible for liaising with other colleagues in the MoJ during the course of the project, ensuring all parties are kept up to date. Regular meetings will take place over MS Teams at the start of the project and before the delivery of key milestones, to discuss progress and ensure delivery against timelines. Progress reports including emerging current issues/ risks and mitigation should be submitted on a weekly basis during the project. This is subject to change as the project progresses or should this be requested and approved with the Authority. Formal advisory group meetings will be convened, at the Ministry of Justice, at significant points in the project to monitor developments. These will include colleagues from the MoJ and HMCTS. The Supplier will be invited as necessary.

MAXIMUM LIABILITY The limitation of liability for this Order Contract is as below and not as is stated in Clause 11.2 of the Core Terms.	Each Party's total aggregate liability in each Contract Year under each Order Contract (whether in tort, contract or otherwise) is no more than one hundred and twenty five percent (150%) of the Estimated Yearly Charges unless specified in the Order Form.
CALL-OFF ORDER CHARGES	See details in Order Schedule 5 (Pricing Details)
REIMBURSABLE EXPENSES	Not permitted unless approved in advance by the Customer and in line with MoJ Policy. [REDACTED]

PAYMENT METHOD

All invoices must be sent, quoting a valid purchase order number (PO Number) Within 10 Working Days* of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice. Ministry of Justice (including its various departments, agencies and arm's-length bodies) now uses the Basware Network to trade electronically with our suppliers.

If you are not currently a supplier to the Ministry of Justice or your details are out of date, we will need to do a supplier set up.

To ensure that both the Ministry of Justice and our suppliers can maximise the benefits from using Basware, we will require you to register with Basware. Please see the attached Basware letter for further information.

[REDACTED]

There are 3 ways suppliers can submit invoices can be submitted to MoJ for payment:

1. Paper/PDF	invoices are posted/emailed to the shared service centre. On receipt, the invoice is scanned and loaded onto SOP using Optical Character Recognition (OCR) software.
2. Electronic invoice file (Tech 11)	invoices are emailed to the shared service centre in a specific text file format that SOP can read without the need of OCR software. Engagement is required with the supplier before invoices are accepted in this format.
3. Basware	invoices are submitted via the Basware supplier portal and are then transmitted electronically into SOP via XML. Suppliers must be onboarded to Basware before they submit invoices in this method.

What you need to do

Except for those submitted via Basware, all invoice should be sent directly to SSCL (see below)

Suppliers providing electronic invoice files will be given a specific email for their invoices once onboarded.

Invoice minimum requirements

To enable successful processing, all invoices submitted to MoJ must clearly state the word 'invoice' and contain the following:

- a unique identification number (invoice number)
- your company name, address and contact information
- the name and address of the department/agency you're invoicing
- a clear description of what you're charging for
- the date the goods or service were provided (supply date)
- the date of the invoice
- the amount(s) being charged
- VAT amount if applicable
- the total amount owed
- a cost centre code (available from your MoJ business contact) or a valid purchase order (PO) number

If any of the above information is missing from your invoice, it will be returned to you.

Invoices relating to a purchase order

In addition to the minimum requirements above, invoices relating to a PO must not contain any lines for items which are not on the purchase order. If this occurs, your invoice will be returned to you.

Speak to the business contact on the purchase order if there are any additional items/services which you need to invoice for.

Invoice submission by email

All invoices submitted by email must meet the following criteria:

- Email size must not exceed 4mb
- 1 invoice per file attachment (PDF), multiple invoices can be attached as separate files
- Any supporting information, backing data etc. must be contained within the invoice PDF file

Failure to meet these criteria may result in not all your invoices being processed, or your invoice(s) being returned to you.

CUSTOMER'S INVOICE ADDRESS:

The email and postal address for PDF and paper invoices can be found here.

<https://www.gov.uk/government/organisations/ministry-of-justice/about/procurement>

AUTHORITY'S ENVIRONMENTAL POLICY

Embedding sustainability on the MOJ estate, Published 26 March 2018, Last updated 4 October 2021, available online at: <https://www.gov.uk/guidance/ministry-of-justice-and-the-environment>

AUTHORITY'S SECURITY POLICY

Cyber and Technical Security Guidance, 19 October 2022, available online at: [Security Guidance \(justice.gov.uk\)](https://www.justice.gov.uk/security-guidance).

AUTHORITY'S AUTHORISED REPRESENTATIVE

Name:	[REDACTED]
Role:	[REDACTED]
Email:	[REDACTED]
Address:	[REDACTED]

SUPPLIER'S AUTHORISED REPRESENTATIVE	
Name:	[REDACTED]
Role:	[REDACTED]
Email:	[REDACTED]
Address:	[REDACTED]

SUPPLIER'S CONTRACT MANAGER	
Name:	[REDACTED]
Role:	[REDACTED]
Email:	[REDACTED]
Address:	[REDACTED]

SUPPLIER'S KEY STAFF – See DPS Order Schedule 7 - Key Supplier Staff

[REDACTED]

KEY SUBCONTRACTOR(S) – See DPS Joint Schedule 6 - Key Subcontractors-v1.0

[REDACTED]

DPS FILTER CATEGORY(IES):	Not applicable
E-AUCTIONS	Not applicable
SERVICE CREDITS	Order Schedule 14 (Service Levels)
ADDITIONAL INSURANCES	Not applicable
GUARANTEE	Not applicable
COMMERCIALLY SENSITIVE INFORMATION	See DPS Joint Schedule 4 - Commercially Sensitive Information v1.0

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SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Order Contract, that it will comply with the social value commitments in DPS Order Schedule 4 - Order Tender v1.0

[REDACTED]

JOINT SCHEDULES FOR RM6126 RESEARCH & INSIGHTS DPS

DPS Joint Schedule 1 - Definitions v1.0	[REDACTED]
DPS Joint Schedule 2 (Variation Form)	[REDACTED]
DPS Joint Schedule 3 (Insurance Requirements)	[REDACTED]
DPS Joint Schedule 4 (Commercially Sensitive Information)	[REDACTED]
DPS Joint Schedule 5 (Corporate Social Responsibility)	[REDACTED]
DPS Joint-Schedule 6 (Key-Subcontractors)	[REDACTED]
DPS Joint Schedule 10 (Rectification Plan)	[REDACTED]
DPS Joint Schedule 11 (Processing Data)	[REDACTED]

ORDER SCHEDULES FOR RM6126 RESEARCH & INSIGHTS DPS	
DPS Order Schedule 2 (Staff Transfer)	[REDACTED]
DPS Order Schedule 3 (Continuous Improvement)	[REDACTED]
DPS Order Schedule 4 (Order Tender) - (Supplier Proposal)	[REDACTED]
DPS Order Schedule 5 (Pricing Details)	[REDACTED]
DPS Order Schedule 7 (Key Supplier Staff)	[REDACTED]
DPS Order Schedule 8 (Business Continuity and Disaster Recovery)	[REDACTED]
DPS Order Schedule 9 (Security)	[REDACTED]
DPS Order Schedule 10 (Exit Management)	[REDACTED]
DPS Order Schedule 14 - Service Levels v 1.1	[REDACTED]
DPS Order Schedule 20 - Specification v1.0	[REDACTED]

Formation of call off contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the Call-Off Order Form and the Call-Off Terms.

The Parties hereby acknowledge and agree that they have read the Call-Off Order Form and the Call-Off Terms and by signing below agree to be bound by this Call-Off Contract.

For and on behalf of the Buyer: Ministry of Justice	
Signature:	[REDACTED]
Name:	[REDACTED]
Role:	[REDACTED]
Date:	[REDACTED]

For and on behalf of the Supplier: Ipsos (Market Research) Ltd	
Signature:	[REDACTED]
Name:	[REDACTED]
Role:	[REDACTED]
Date:	[REDACTED]