

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

Order Form

CALL-OFF REFERENCE:	[REDACTED]
CALL-OFF TITLE:	Provision of Continuous Improvement Squads for the HMCTS CFT products as a managed service
CALL-OFF CONTRACT DESCRIPTION:	Provision of Continuous Improvement squads to support HM Courts and Tribunal Service (HMCTS) in the delivery of the digital services provided by the “CFT” suite of Products. Deliverables will be defined in Statements of Work to be delivered as a Managed Service
THE BUYER:	The Lord Chancellor acting as part of the Crown
BUYER ADDRESS	102 Petty France London SW1H 9AJ United Kingdom
THE SUPPLIER:	Solirius Ltd
SUPPLIER ADDRESS:	65 Leadenhall Street, London, EC3A 2AD
REGISTRATION NUMBER:	06279757
DUNS NUMBER:	21-002-6648
SID4GOV ID:	

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 28/06/2023.

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).

It is anticipated that the majority work undertaken under the Service will fall in the scope of Service Provision 1: DevOps Services as described in Framework Schedule 1 ("Specification") although the Buyer reserves the right to call off Deliverables that span any of the 5 Service Provisions set out in Framework Schedule 1:

Service Provision 1 - DevOps Services

Service Provision 2 - Digital Definition Services

Service Provision 3 - Build and Transition Services

Service Provision 4 - End-to-End Development

Service Provision 5 - Data Management (and similar) Services

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

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 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)

 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Joint Schedule 13 (Cyber Essentials)
- Call-Off Schedules for RM6263
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer) – Parts C, D and E only
 - 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 Deliveries)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security) - Part B (Long Form Security Requirements)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14A (Service Levels)
 - 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 25 (Ethical Walls Agreement)
 - Call-Off Schedule 26 (Secondment Agreement Template)

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.

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:	28/06/2023
CALL-OFF EXPIRY DATE:	27/06/2026
CALL-OFF INITIAL PERIOD:	3 Years, 0 Months
CALL-OFF OPTIONAL EXTENSION PERIOD:	None
MINIMUM NOTICE PERIOD FOR EXTENSION(S):	N/A
CALL-OFF CONTRACT VALUE:	Up to £29,500,000.00
KEY SUB-CONTRACT PRICE:	N/A

CALL-OFF DELIVERABLES

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).

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
[REDACTED]

CALL-OFF CHARGES

It is anticipated that Deliverables will be Fixed Price. The Fixed Price for each Deliverable will be agreed by reference to the Supplier's resource plan and the agreed Day Rates and set out in the relevant Statement of Work.

Notwithstanding the above, the Buyer reserves the right to agree call-off charges that encompasses any of the following Charging methods:

- (1) Capped Time and Materials (CTM);
- (2) Incremental Fixed Price;
- (3) Time and Materials (T&M);
- (4) Fixed Price; or
- (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.

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

BACS

BUYER'S INVOICE ADDRESS:

[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

[Ministry of Justice and the environment - GOV.UK \(www.gov.uk\)](https://www.gov.uk)

BUYER'S SECURITY POLICY

<https://security-guidance.service.justice.gov.uk/#cyber-and-technical-security-guidance>

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

KEY STAFF

None

KEY SUBCONTRACTOR(S)

None

COMMERCIALLY SENSITIVE INFORMATION

Supplier's Commercially Sensitive Information:

[REDACTED]

SERVICE CREDITS

[REDACTED]

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not required

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:		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 Annex1 to the Order Form in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

Each executed Statement of Work shall be inserted into this Appendix 1 in chronology.]

[REDACTED]

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 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">• The supplier will be provided with the personal data by a customer or similar third party or told what data to collect.• The supplier does not decide to collect personal data from individuals.• The supplier will not decide what personal data should be collected from individuals.• The supplier will not decide the lawful basis for the use of that data.• The supplier will not decide what purpose or purposes the data will be used for.• The supplier will not decide whether to disclose the data, or to whom.• The supplier will not decide how long to retain the data.• The supplier may make some decisions on how data is processed but implement these decisions under a contract with someone else.• The supplier are not interested in the end result of the processing <p>The Supplier is Controller and the Relevant Authority is Processor</p> <p><i>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the</i></p>

	<p><i>Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</i></p> <ul style="list-style-type: none"> • <i>N/A</i> <p>The Parties are Joint Controllers</p> <p><i>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> • <i>N/A</i> <p>The Parties are Independent Controllers of Personal Data</p> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> • <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i> • <i>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,</i>
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Duration of the Processing	<i>For the duration of the contract as set out in Part A of the Order form, subject to any contract change notices</i>
Nature and purposes of the Processing	<i>All elements of the processing of personal information in support of HMCTS carrying out its statutory obligations in upholding the law</i>
Type of Personal Data	<p><i>The type of Personal Data include:</i></p> <ul style="list-style-type: none"> • <i>Persons Name</i> • <i>Date of Birth</i> • <i>Address</i> • <i>Identification number details including:</i> <ul style="list-style-type: none"> o <i>National insurance number</i> o <i>Passport number</i> o <i>Birth registration details</i>

	<ul style="list-style-type: none"> • <i>Previous Conviction details</i> • <i>Phone number</i> • <i>Images</i> • <i>Biometrics data</i>
Categories of Data Subject	<ul style="list-style-type: none"> • <i>Staff (including volunteers, agents and temporary workers)</i> • <i>Customers / Clients</i> • <i>Suppliers</i> • <i>Members of other government bodies</i> • <i>Citizens</i>
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p><i>Access to the Buyer's systems shall cease on the expiration of this Call-off Contract. The Supplier shall not hold any personal data on any Supplier system or network throughout the life of this Call-Off Contract</i></p>