

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

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Order Form

Buyer guidance: This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

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 important 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.

Call-Off Reference: **17678**

Call-Off Title: **Managed Storage Service including Data Lifecycle Management for a Forensic Computing Provision**

Call-Off Contract Description: **To work in partnership with the Insolvency Service to deliver a Data Lifecycle Management Service and to develop, run and support a cloud-based platform for Insolvency investigators and digital forensic technicians.**

The Buyer: **The Insolvency Service**

Buyer Address: **16th Floor, 1 Westfield Avenue, Stratford, London, E20 1HZ**

The Supplier: **Fordway Solutions Ltd**

Supplier Address: **Charterhouse Suite, Mill Pool House, Mill Lane, Godalming, Surrey GU7 1JJ**

Registration Number: **02640206**

DUNS Number: **236902185**

SID4GOV ID: **1582715261**

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Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated:

15/2/2023

It's issued under the Framework Contract with the reference number RM1043.7 for the provision of Digital Outcomes and Specialists 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) RM1043.7
- 3 The following Schedules in equal order of precedence:
 - Joint Schedules for RM1043.7
 - 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) RM1043.7

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- Call-Off Schedules for RM1043.7
 - 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 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 20 (Call-Off Specification)
- 4 CCS Core Terms (version 3.0.9)
- 5 Joint Schedule 5 (Corporate Social Responsibility) RM1043.7
- 6 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

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Call-Off Start Date:

15/2/2023

Call-Off Expiry Date:

2/15/2024

Call-Off Initial Period:

Twelve (12) Months

Call-Off Optional Extension Period:

Twelve (12) Months

Minimum Notice Period for Extensions:

Three (3) Months

Call-Off Contract Value:

Maximum Value shall not be greater than £500,000.

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 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 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 £350,000.

Call-Off Charges

The Charging method(s) Buyer has selected are below, and which are incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy):

- 1 A combination of two or more Charging methods: Capped Time and Materials (CTM) and Fixed Price.

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

Monthly Invoice sent to [REDACTED] which must include a breakdown of all activity against the deliverables and milestones within the monthly period for validation.

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Buyer’s Invoice Address

[Redacted]

Buyer’s Authorised Representative

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Buyer’s Environmental Policy
INSS Environmental Policy V1.0

Buyer’s Sustainability Policy
INSS Sustainability Policy V1.0

Buyer’s Security Policy
INSS Physical Security Policy V2.0
INSS Physical Security Management Plan 2022 V2.0
INSS Information Risk Policy (IG.ISMS.D.5.2) V1.8
INSS Guidance What is Personal Data V1.0

Supplier’s Authorised Representative

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Supplier’s Contract Manager

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[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
[Redacted]
[Redacted]

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[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Key Subcontractor(s)/Technology Provider

[Redacted]

[Redacted]

[Redacted] [Redacted]

Commercially Sensitive Information

Detailed and Unit Costs for Service Elements

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.

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Attestation

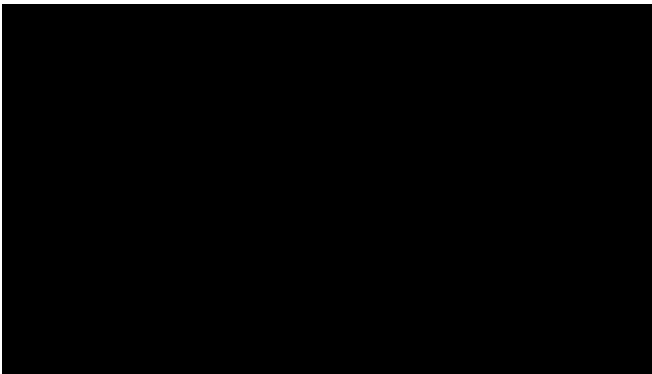
For and on behalf of the Supplier:

Signature:

Name:

Role:

Date:

A large black rectangular box used to redact the signature and identifying information of the Supplier.

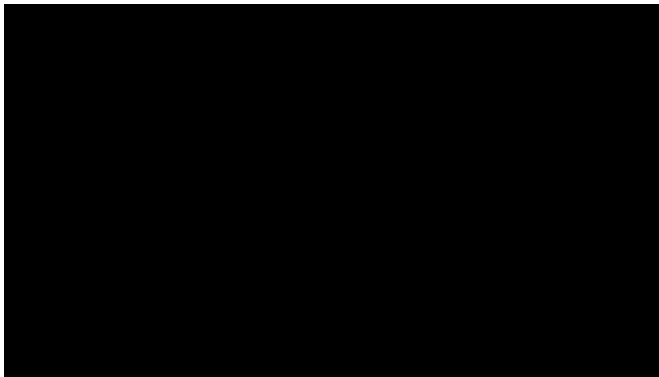
For and on behalf of the Buyer:

Signature:

Name:

Role:

Date:

A large black rectangular box used to redact the signature and identifying information of the Buyer.