

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

Order Form

CALL-OFF REFERENCE:	[REDACTED]
CALL-OFF TITLE:	DDAT Resources for Data Improvement Programme
CALL-OFF CONTRACT DESCRIPTION:	Data specialists to support the Data Improvement Programme
THE BUYER:	Secretary of State for Justice, on behalf of the Crown
BUYER ADDRESS	Ministry of Justice, 102 Petty France, London, SW1H 9AJ
THE SUPPLIER:	Cognizant Worldwide Limited
SUPPLIER ADDRESS:	280 Bishopsgate, London, EC2M 4AG
REGISTRATION NUMBER:	07195160
DUNS NUMBER:	21-665-4505
SID4GOV ID:	N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 22/10/2024.

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It's issued under the Framework Contract with the reference number RM6263 for the provision of Digital Specialists and Programmes Deliverables.

The Parties agree that when a Buyer seeks Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a 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).

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): [REDACTED]

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) – **Not Used**
 - Joint Schedule 8 (Guarantee) – **Not Used**
 - 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) – **Not Used**
 - 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)

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- Call-Off Schedule 9 (Security) – **Short Form**
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 12 (Clustering) – **Not Used**
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14A (Service Levels)
 - Call-Off Schedule 14B (Service Levels and Balance Scorecard) – **Not Used**
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking) – **Not Used**
 - Call-Off Schedule 17 (MOD Terms) – **Not Used**
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 19 (Scottish Law) – **Not Used**
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 21 (Northern Ireland Law) – **Not Used**
 - Call-Off Schedule 23 (HMRC Terms) – **Not Used**
 - 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

None

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CALL-OFF START DATE: 22nd October 2024

CALL-OFF EXPIRY DATE: 21st October 2026

CALL-OFF INITIAL PERIOD: 2 Years

CALL-OFF OPTIONAL
EXTENSION PERIOD: N/A

MINIMUM NOTICE PERIOD
FOR EXTENSION(S): N/A

CALL-OFF CONTRACT VALUE: [REDACTED]

KEY SUB-CONTRACT PRICE: N/A

CALL-OFF DELIVERABLES

The call off specification remains unchanged from the ITT.

From March 2025 onwards, if there is a change in personnel, Cognizant will manage this process, ensuring that a clear handover is conducted whenever there is a change in personnel.

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).

The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

- Buyers Conduct Policy

[REDACTED]

- Buyers IT Security Policy

[REDACTED]

CYBER ESSENTIALS SCHEME

The Buyer requires the Supplier, in accordance with Joint Schedule 13 (CyberEssentials Scheme) to provide a Cyber Essentials Plus Certificate prior to commencing the provision of

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Model Version: v3.7

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any Deliverables under this Call-Off Contract.

MAXIMUM LIABILITY

[REDACTED]

CALL-OFF CHARGES

[REDACTED]

The Call-Off Contract Value is an estimate derived from the rate card and the Buyer's approved budget.

The Pricing Model to be used is Time and Materials (T&M) and/or Capped Time and Materials and/or Fixed Price unless agreed otherwise in a Statement of Work.

There are no reimbursable expenses.

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law

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

[REDACTED]

BUYER'S INVOICE ADDRESS:

[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

N/A

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BUYER'S SECURITY POLICY

Ministry of Justice IT Security Policy (attached).

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT FREQUENCY

Monthly on a date set by the Buyers' Project Manager

PROGRESS MEETING FREQUENCY

Monthly on a date set by the Buyers' Project Manager

KEY STAFF

As agreed in Statements of Work

Worker Engagement Status will be inside IR35 unless agreed otherwise in a Statement of Work.

KEY SUBCONTRACTOR(S)

Not applicable.

COMMERCIALLY SENSITIVE INFORMATION

As per Joint Schedule 4 – Commercially sensitive information.

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

[REDACTED]

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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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- SoWs attached separately

[REDACTED]

Annex 1 (Template Statement of Work)

1. STATEMENT OF WORK ("SOW") DETAILS	
<p>Upon execution, this SOW forms part of the Call-Off Contract (reference below).</p> <p>The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW.</p> <p>All SOWs must fall within the Specification and provisions of the Call-Off Contract.</p> <p>The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.</p>	
Date of SOW:	[REDACTED]
SOW Title:	[REDACTED]
SOW Reference:	[REDACTED]

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Call-Off Contract Reference:	
Buyer:	
Supplier:	
SOW Start Date:	
SOW End Date:	
Duration of SOW:	
Key Personnel (Buyer)	
Key Personnel (Supplier)	
Subcontractors	

2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT	
SOW Deliverables Background	<i>[Insert details of which elements of the Deliverables this SOW will address].</i>
Delivery phase(s)	<i>[Insert item and nature of Delivery phase(s), for example, Discovery, Alpha, Beta or Live].</i>
Overview of Requirement	<i>[Insert details including Release Types(s), for example, Adhoc, Inception, Calibration or Delivery].</i>
Accountability Models	<p><i>Please tick the Accountability Model(s) that shall be used under this Statement of Work:</i></p> <p><i>Sole Responsibility: <input type="checkbox"/></i></p> <p><i>Self Directed Team: <input type="checkbox"/></i></p> <p><i>Rainbow Team: <input checked="" type="checkbox"/></i></p>

3. BUYER REQUIREMENTS – SOW DELIVERABLES			
Outcome Description			
Milestone Ref	Milestone Description	Acceptance Criteria	Due date

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MS01															
MS02															
Delivery Plan															
Dependencies															
Supplier Resource Plan															
Security Applicable to SOW:	<p>Supplier Staff shall be subject to pre-employment checks that include, as a minimum: identity, unspent criminal convictions, right to work and employment history checks (i.e. BPSS clearance). The Supplier MUST provide documented proof of BPSS clearance.</p> <p>If different security requirements than those set out in Call-Off Schedule 9 (Security) apply under this SOW, these shall be detailed below and apply only to this SOW:</p> <p>[insert if necessary]</p>														
Cyber Essentials Scheme	The Buyer requires the Supplier to have and maintain a Cyber Essentials Plus Certificate for the work undertaken under this SOW, in accordance with Joint Schedule 13 (Cyber Essentials Scheme).														
SOW Standards	[insert] any specific Standards applicable to this SOW (check Annex 3 of Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules))														
Performance Management	<p>[insert] details of Material KPIs that have a material impact on Contract performance]</p> <table border="1"> <thead> <tr> <th>Material KPIs</th> <th>Target</th> <th>Measured by</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>[insert] Service Levels and/or KPIs – See Call-Off Schedule 14 (Service Levels and Balanced Scorecard))</p>			Material KPIs	Target	Measured by									
Material KPIs	Target	Measured by													
Additional Requirements	Annex 1 – Where Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract does not accurately reflect the data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex1 attached to this Statement of Work.														
Key Supplier Staff	<table border="1"> <thead> <tr> <th>Key Role</th> <th>Key Staff</th> <th>Contract Details</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>[Indicate]: whether there is any requirement to issue a Status Determination Statement]</p>			Key Role	Key Staff	Contract Details									
Key Role	Key Staff	Contract Details													

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Worker Engagement Status	[Yes / No] [Insert details]												
SOW Reporting Requirements:	<p>Further to the Supplier providing the management information detailed in Call-Off Schedule 15 (Call-Off Contract Management), the Supplier shall also provide the following additional management information under and applicable to this SOW only:</p> <table border="1"> <thead> <tr> <th style="background-color: #d3d3d3;">Ref.</th> <th style="background-color: #d3d3d3;">Type of Information</th> <th style="background-color: #d3d3d3;">Which Services does this requirement apply to?</th> <th style="background-color: #d3d3d3;">Required regularity of Submission</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>[insert]</td> <td></td> <td></td> </tr> <tr> <td>1.1</td> <td>[insert]</td> <td>[insert]</td> <td>[insert]</td> </tr> </tbody> </table> <p>]</p>	Ref.	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission	1.	[insert]			1.1	[insert]	[insert]	[insert]
Ref.	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission										
1.	[insert]												
1.1	[insert]	[insert]	[insert]										

4. CHARGES	
Call Off Contract Charges	<p>The applicable charging method(s) for this SOW is:</p> <ul style="list-style-type: none"> Time and Materials <p>The estimated maximum value of this SOW (irrespective of the selected charging method) is £[Insert detail].</p> <p>The Charges detailed in the financial model shall be invoiced in accordance with Clause 4 of the Call-Off Contract.</p>
Rate Cards Applicable	
Financial Model	[Supplier to insert its financial model applicable to this SOW]
Reimbursable Expenses	None.

5. SIGNATURES AND APPROVALS	
Agreement of this SOW	
BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the	

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Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:	
For and on behalf of the Supplier	Name and title [REDACTED]
	Date Signature [REDACTED]
	[REDACTED]
For and on behalf of the Buyer	Name and title [REDACTED]
	Date [REDACTED]
	Signature [REDACTED]

ANNEX 1

Data Processing- Refer to the following SoWs which contain Data processing schedules

The Buyer and Supplier must complete and execute Statements of Work using the template provided in Appendix 1 of the Order Form, as outlined in Framework Schedule 6 (Order Form Template, Statement of Work Template, and Call-Off Schedules). Each completed Statement of Work should be added to this Appendix 1 in chronological order.

The following Statements of Work must be signed within 10 days of the Call-Off Contract signature:

[REDACTED]

