

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: **[REDACTED]**

Call-Off Title: **HMCTS Renters Reform and Possessions Implementation Project**

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 Courts & Tribunals Justice system including design, development, and initial testing of services. This work is specifically envisaged for the Property & Possession Services, which are two jurisdictions within HMCTS, initially but may cover other areas of the HMCTS digital development delivery if applicable.**

Services are envisaged to include a staged transition into business as usual as projects complete.

The Buyer: **The Secretary for State for Justice for the benefit of HM Courts & Tribunals Service.**

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

The Supplier: Solirius Ltd

Supplier Address: 3rd Floor, 65 Leadenhall St, London, EC3A 2AD

Registration Number: 06279757

DUNS Number: 210026648

SID4GOV ID: N/A

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Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 1 October 2024.

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

[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) 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 7 (Financial Difficulties)
 - 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 October 2024

Call-Off Expiry Date: 30 September 2026

Call-Off Initial Period: **Two Years**

Call-Off Optional Extension Period: **One Year**

Minimum Notice Period for Extensions: 60 days

Call-Off Contract Value: **[REDACTED]**

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.

Maximum Liability

[REDACTED]

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Call-Off Charges

[REDACTED]

Reimbursable Expenses

See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)

Payment Method

[REDACTED]

Buyer's Authorised Representative

[REDACTED]

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]

Supplier's Contract Manager

[REDACTED]

Progress Report Frequency

[REDACTED]

Progress Meeting Frequency

[REDACTED]

Key Staff

None

Key Subcontractor(s)

None

Commercially Sensitive Information

1	From the date of the initial receipt of the information by the Buyer	Pricing and financial information (including any time and materials rate card), all labour rates, any individuals prices or costs.	Perpetual
2	From the date of the	Insurance limits together with any	From the date of initial

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	initial receipt of the information by the Buyer	insurance related information provided or to be provided under the Call-Off Contract.	receipt of the information by the Buyer and during the Contract Period plus 2 years
3	Start Date	Any disputes involving the Supplier.	From the Start Date and during the Contract Period plus 2 years

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):

[REDACTED]**Service Credits**

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]**

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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)) .