

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

Order Form

CALL-OFF REFERENCE: **[REDACTED]**

CALL-OFF TITLE: Legal Aid Agency Bench Model Software Development Services

CALL-OFF CONTRACT DESCRIPTION: Legal Aid Agency Bench Model Software Development Services

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: Opencast Software Europe Limited

SUPPLIER ADDRESS: Unit 2, The Kiln, Hoults Yard, Walker Road,
Newcastle upon Tyne, NE6 1AB

REGISTRATION NUMBER: 08047734

DUNS NUMBER: 218367197

SID4GOV ID: 218367197

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 24 September 2024.

[REDACTED]

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

Crown Copyright 2021

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).

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) – **Not Used**
 - 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)

[REDACTED]

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

Crown Copyright 2021

- Call-Off Schedule 5 (Pricing Details and Expenses Policy)

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

Crown Copyright 2021

- 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) – **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)
 - 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

[REDACTED]

CALL-OFF START DATE: 15 October 2024

CALL-OFF EXPIRY DATE: 14 October 2026

CALL-OFF INITIAL PERIOD: [REDACTED]

CALL-OFF OPTIONAL
EXTENSION PERIOD: 6 Months

MINIMUM NOTICE PERIOD
FOR EXTENSION(S): 1 Month

CALL-OFF CONTRACT VALUE: [REDACTED]

KEY SUB-CONTRACT PRICE: N/A

CALL-OFF DELIVERABLES

Option B: 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).

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]

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

Crown Copyright 2021

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 any Deliverables under this Call-Off Contract.

MAXIMUM LIABILITY

[REDACTED]

CALL-OFF CHARGES

[REDACTED]

REIMBURSABLE EXPENSES

None.

[REDACTED]

PAYMENT METHOD

[REDACTED]

BUYER'S INVOICE ADDRESS:

[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

N/A

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

[REDACTED]

Framework Schedule 6 (Order Form Template and Call-Off Schedules)
Crown Copyright 2021

PROGRESS MEETING FREQUENCY

Monthly on a date set by the Buyers' Project Manager

KEY STAFF

[REDACTED]

KEY SUBCONTRACTOR(S)

Not applicable.

[REDACTED]

COMMERCIALLY SENSITIVE INFORMATION

The Supplier tender response (Schedule 4 tender including the Supplier rate card).

2 SERVICE CREDITS

[REDACTED]

ADDITIONAL INSURANCES

Professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000);

Public liability and products insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000); and

Employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000).

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.

[REDACTED]

[REDACTED]

[REDACTED]

