

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

Order Form

CALL-OFF REFERENCE:	con_22508
CALL-OFF TITLE:	Justice Digital Strategic Programme – Architecture Services
CALL-OFF CONTRACT DESCRIPTION:	Justice Digital Strategic Programme – Architecture 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:	Airwalk Consulting Reply Limited
SUPPLIER ADDRESS:	Forsyth House, 93 George Street, Edinburgh, United Kingdom, EH2 3ES
REGISTRATION NUMBER:	SC455829
DUNS NUMBER:	219558043
SID4GOV ID:	N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 2 June 2023.

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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 intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed within 8 weeks of the Call-Off Contract is execution, oblige the Buyer to buy or the Supplier to supply Deliverables. For the initial engagement the Deliverables that the Supplier is to required to provide for the purposes of this Call-Off Contract are the supply of the specialist resources set out in paragraph 2.5 of Call-Off Schedule 20 (Specification) in accordance with the agreed timelines.

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): Lot 2 Digital Specialists

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)

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- Call-Off Schedule 2 (Staff Transfer) – Parts C and E only
- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 5 (Pricing Details and Expenses Policy) – **Not Used**
- 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) – **Not Used**
- Call-Off Schedule 25 (Ethical Walls Agreement) – **Not Used**
- 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) – **Not Used**

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:

1. Addition of two definitions

The definitions of Evolve Portfolio Procurements and Evolve Portfolio Services will be added to Joint Schedule 1 (Definitions) RM6263.

“Evolve Portfolio Procurements”

Commercial activity (other than this Call-Off Contract or any replacement thereof) to enable the delivery of Evolve Portfolio Services, including through fully outsourced, fully insourced and mixed models of delivery. This includes procurement or other commercial activity involving services which are the same or substantially similar to any subset of Evolve Portfolio Services or intended to substitute, supplement or support Evolve Portfolio Services either as a whole or in part.

“Evolve Portfolio Services”

Framework Ref: RM6263

Project Version: v1.0

Model Version: v3.7

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Means the following key IT services; Contact Centre, End user compute services (EUCS), Voice and video and Networks (i.e., WAN and LAN) that the Buyer is seeking to transform and re-procure to support its “cloud first” ambition.

2. Addition of non-participation clauses

The non-participation clauses, A1 to A4 detailed below, will be added to Part A: Order Form; Additional Buyer Terms; Buyer specific amendments to/refinements of the Call-Off Contract Terms.

Non-Participation

A-1 The Parties acknowledge and agree the following clauses A-2 to A-5 (inclusive) as the acceptable mitigation arrangements for potential conflicts identified pursuant to clauses 32.1 to 32.3 (inclusive) of the Framework Agreement, where such conflicts arise, or may arise, in connection with the Evolve Portfolio Procurements.

A-2 The Supplier shall not, (except with the prior written consent of the Buyer), either alone or jointly with any other economic operators, including subsidiaries and holding companies and any subsidiaries of any such holding companies (“subsidiary” and “holding company” will have the meanings given to them by section 1159 of the Companies Act 2006) directly or indirectly:

- itself pursue, bid or participate in any procurement processes for Evolve Portfolio Procurements.
- induce, solicit, procure or otherwise encourage or assist any third party to pursue, bid or participate in any Evolve Portfolio Procurements.

(Together, the ‘Non-Participation Requirements’.)

A-3 The Non-Participation Requirements shall be limited to Buyer procurements initiated during the Term and up to 24 months after expiry or termination of this Call-Off Contract.

A-4 The Supplier shall make all reasonable endeavours to ensure that all Supplier Staff, Supplier Representatives, Sub-contractors, and all Supplier Group Companies or associated persons who have been engaged in the provision of the Services or the management of this Call-Off Contract will be subject to equivalent provisions to the Non-Participation Requirements. For the purposes of this clause B-4, “Supplier Staff” shall include any person involved in the provision of the Services and employed by the Supplier as at the Call-Off Contract Start date, irrespective of whether such person remains employed by the Supplier during the Term.

A-5 The Supplier shall make all reasonable endeavours to ensure that all Supplier Staff, Supplier Representatives, Sub-contractors, and all Supplier Group Companies or associated persons who have been engaged in the provision of the Services or the management of this Call-Off Contract will be subject to equivalent provisions to the Non-Participation Requirements. For the purposes of this clause B-5, “Supplier Staff” shall include any person involved in the provision of the Services and employed by the Supplier as at the Call-Off Contract Start date, irrespective of whether such person remains employed by the Supplier during the Term

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CALL-OFF START DATE: 26 June 2023

CALL-OFF EXPIRY DATE: 25 June 2024

CALL-OFF INITIAL PERIOD: 12 Months

CALL-OFF OPTIONAL
EXTENSION PERIOD: 6 Months

MINIMUM NOTICE PERIOD
FOR EXTENSION(S): 1 Month

CALL-OFF CONTRACT VALUE: £3,750,000

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:

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 CoreTerms, as amended by the Framework Award Form Special Terms.

[REDACTED]

CALL-OFF CHARGES

[REDACTED]

The Accountability Model to be used is Self Directed Teams and/or Rainbow Teams unless agreed otherwise in a Statement of Work.

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

There are no reimbursable expenses.

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4 and 5 (if used) in Framework Schedule 3 (Framework Prices).

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

Payment will be by BACS.

BUYER'S INVOICE ADDRESS:

Invoices will be sent to:

Email: APinvoices-MOJ-U@gov.sscl.com

Post:

Ministry of Justice Finance & Accounting

Shared Services Connected Limited

PO Box 766

Newport, Gwent

NP20 9BB

Copies to be sent to **[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

On the first Working Day of each calendar month.

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter.

KEY STAFF

Name	Role	Email address	Worker Engagement Status
N/A			

KEY SUBCONTRACTOR(S)

N/A

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SERVICE CREDITS

[REDACTED]

ADDITIONAL INSURANCES

Additional Insurances required in accordance with Joint Schedule3 (Insurance Requirements).

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 20

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(Call-Off Specification).

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

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.

Annex 1 (Template Statement of Work)

1. STATEMENT OF WORK ("SOW") DETAILS	
Upon execution, this SOW forms part of the Call-Off Contract (reference below).	
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.	
All SOWs must fall within the Specification and provisions of the Call-Off Contract.	
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.	
Date of SOW:	
SOW Title:	
SOW Reference:	

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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	[Insert details of which elements of the Deliverables this SOW will address].		
Delivery phase(s)	[Insert item and nature of Delivery phase(s), for example, Discovery, Alpha, Beta or Live].		
Overview of Requirement	[Insert details including Release Types(s), for example, Adhoc, Inception, Calibration or Delivery].		
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:</i> <input type="checkbox"/></p> <p><i>Self Directed Team:</i> <input type="checkbox"/></p> <p><i>Rainbow Team:</i> <input type="checkbox"/></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>The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security).</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: [insert if necessary]]</p>																	
Cyber Essentials Scheme	<p>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).</p>																	
SOW Standards	<p>[Insert any specific Standards applicable to this SOW (check Annex 3 of Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules)]</p>																	
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	<p>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.</p>																	
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> <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>Ref.</th> <th>Type of Information</th> <th>Which Services does this requirement apply to?</th> <th>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: [Capped Time and Materials] [Incremental Fixed Price] [Time and Materials] [Fixed Price] [2 or more of the above charging methods] [Buyer to select as appropriate for this SOW]</p> <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	[Insert SOW applicable Supplier and Subcontractor rate cards from Call-Off Schedule 5 (Pricing Details and Expenses Policy), including details of any discounts that will be applied to the work undertaken under this SOW.]
Financial Model	[Supplier to insert its financial model applicable to this SOW]
Reimbursable Expenses	<p>[See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)] [Reimbursable Expenses are capped at £[Insert] [OR [Insert] percent ([X]%) of the Charges payable under this Statement of Work.] [None] [Buyer to delete as appropriate for this SOW]</p>

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

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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	
	Date Signature	
For and on behalf of the Buyer	Name and title	
	Date	
	Signature	

ANNEX 1

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> <p>[Insert the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority]</p> <p>The Supplier is Controller and the Relevant Authority is Processor</p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</p> <p>[Insert the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier]</p> <p>The Parties are Joint Controllers</p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <p>[Insert the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together]</p> <p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <p>Business contact details of Supplier Personnel for which the Supplier is the Controller, 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</p>

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	<p>under the Contract) for which the Relevant Authority is the Controller, [Insert the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1)</p>
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	<p><i>the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority]</i></p> <p>[Guidance where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]</p>
Duration of the Processing	<i>[Clearly set out the duration of the Processing including dates]</i>
Nature and purposes of the Processing	<p><i>[Please be as specific as possible, but make sure that you cover all intended purposes.</i></p> <p><i>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]</i></p>
Type of Personal Data	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]</i>
Categories of Data Subject	<i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]</i>
Plan for return and destruction of the data once the Processing is complete	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>
UNLESS requirement under Union or Member State law to preserve that type of data	