

## **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 QA & Architecture Services**

Call-Off Contract Description: **A flexible, outcome based Managed Service for QA and Architecture services, meeting outcomes to timescales, budget, and government service standards, delivering digital services to users of the Courts and Tribunals Justice system including design, development, and 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: Scrumconnect Limited

Supplier Address: 56 Kingston Road, Staines-Upon-Thames, TW18 4NL

Registration Number: 07804221

DUNS Number: 21-749-5482

SID4GOV ID: Not known

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### **Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and dated 16 December 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 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

**[REDACTED]**

Call-Off Start Date: 1 December 2024

Call-Off Expiry Date: 30 November 2026

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

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

Minimum Notice Period for Extensions: Two Months

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

### Call-Off Deliverables

**Option B:** See details in Call-Off Schedule 20 (Call-Off Specification)

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### **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]**

### **Call-Off Charges**

- 1 Capped Time and Materials (CTM)
- 2 Incremental Fixed Price
- 3 Time and Materials (T&M)
- 4 Fixed Price
- 5 A combination of two or more of the above Charging methods.

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.

All changes to the Charges must use procedures that are equivalent to those in Paragraph 4 in Framework Schedule 3 (Framework Prices).

### **Reimbursable Expenses**

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

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**Payment Method**

**[REDACTED]**

**Buyer's Invoice Address**

**[REDACTED]**

**Buyer's Authorised Representative**

**[REDACTED]**

**Buyer's Environmental Policy**

available online at [Greening Government Commitments 2021 to 2025 - GOV.UK](https://www.gov.uk/government/commitments/greening-government-commitments-2021-to-2025)  
([www.gov.uk](https://www.gov.uk))

**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**

TBC pending Statement of Work

Outside IR35

**Key Subcontractor(s)**

No subcontractors being engaged

**Commercially Sensitive Information**

**No.:** Schedule 5

**Date:** 22/10/2024

**Item(s):** RM1043.8\_Call-Off-Schedule-5-Pricing-Details-and-Expenses-Policy

**Duration of Confidentiality:** Full contract duration

**Balanced Scorecard**

See Call-Off Schedule 14 (Service Levels and Balanced Scorecard)

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### **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): Final KPI's will be defined during finalisation of the Discovery Period.

**[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]**

### **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)).

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**Annex 1 (Template Statement of Work)**

Not applicable – HMCTS will use their own Statement of Work template.