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

**Order Form**

CALL-OFF REFERENCE: **24342**

THE BUYER: **Department for Work and Pensions**

BUYER ADDRESS Caxton House, Tothill Street, London SW1H 9NA

THE SUPPLIER: Dentons UKMEA LLP

SUPPLIER ADDRESS:One Fleet Place, Greater London, EC4M 7WS

REGISTRATION NUMBER:OC322045

DUNS NUMBER: **[Insert** if known]

SID4GOV ID: **[Insert** if known]

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables.

It is issued under the Framework Contract with the reference number Legal Services Panel RM6179 for the provision of legal advice and services.

CALL-OFF LOT(S):

**Lot 1 – General Legal Advice and Services**

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. Call-Off Schedule 20 (Call-Off Specification) – including Annex 1 -Property Data

The following Schedules (Joint and Call-Off Schedules) in equal order of precedence:

1. Joint Schedule 1(Definitions and Interpretation) RM6179
* Joint Schedules for RM6179
	+ Joint Schedule 2 (Variation Form)
	+ Joint Schedule 3 (Insurance Requirements)
	+ Joint Schedule 4 (Commercially Sensitive Information)
	+ Joint Schedule 5 (Corporate Social Responsibility)RM6179
	+ Joint Schedule 6 (Key Subcontractors)
	+ Joint Schedule 7 (Financial Difficulties)
	+ Joint Schedule 10 (Rectification Plan)
	+ Joint Schedule 11 (Processing Data)

* Call-Off Schedules
	+ Call-Off Schedule 1 (Transparency Reports)
	+ Call-Off Schedule 2 (Staff Transfer)
	+ Call-Off Schedule 3 (Continuous Improvement)
	+ Call-Off Schedule 4 (Call Off Tender)
	+ Call-Off Schedule 5 (Pricing Details)
	+ Call-Off Schedule 6 (ICT Services)
	+ Call-Off Schedule 7 (Key Supplier Staff)
	+ Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
	+ Call-Off Schedule 9 (Minimum Security Requirements)
	+ Call-Off Schedule 10 (Exit Management)
	+ Call-Off Schedule 13 (Implementation Plan and Testing)
	+ Call-Off Schedule 14 (Service Levels)
	+ Call-Off Schedule 15 (Call-Off Contract Management)
	+ Call-Off Schedule 16 (Benchmarking)
	+ Call-Off Schedule 18 (Background Checks)
	+ Call-Off Schedule 23 (HMRC Terms)
	+ Call-Off Schedule 24 (Special Schedule)
	+ Call-Off Schedule 25 (Secondment Agreement Template)
* Additional Schedules
	+ Schedule 26 Legal Authority Policies
	+ Schedule 33 Property Data
1. CCS Core Terms (version 3.0.11)

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:

None

CALL-OFF START DATE: **1st August 2022**

CALL-OFF EXPIRY DATE: **31st July 2025**

CALL-OFF INITIAL PERIOD: **3 years**

CALL-OFF OPTIONAL EXTENSION PERIOD

Option to extend for 12 months and subject to CCS extending the framework RM6179, a further 12 months extension option may be utilised.

CALL-OFF DELIVERABLES

The Buyer is entitled to 2 hours of free initial consultation and legal advice with each Order in accordance with Paragraph 5.2 of Framework Schedule 1 (Specification).

See details in Call-Off Schedule 20 (Call-Off Specification)]

CONFIDENTIALITY

Refer to Core Terms

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms, and as amended by the Framework Special Terms.

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)

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

REIMBURSABLE EXPENSES

No expenses can be recovered under this Contract

DISBURSEMENTS

Payable

ADDITIONAL TRAINING CHARGE

Not applicable to this Contract

SECONDMENT CHARGE

Not applicable at this time. However, if a Secondee requirement arises during the Contract Period, it can be dealt with using the Variation Procedure and Joint Schedule 2 (Variations).

PAYMENT METHOD

Please refer to the Call-Off Schedule 5 (Pricing Details) for the full information regarding invoice payments.

BUYER’S INVOICING ADDRESS:

Redacted

BUYER’S AUTHORISED REPRESENTATIVE

Redacted

BUYER’S ENVIRONMENTAL POLICY

Please refer to Joint Schedule 5 (Corporate Social Responsibility and Buyer Policies)

BUYER’S SECURITY POLICY

Please refer to Schedule 9 (Security)

SUPPLIER’S AUTHORISED REPRESENTATIVE

Redacted

SUPPLIER’S CONTRACT MANAGER

Redacted

PROGRESS REPORT

Please refer to Call-Off Schedule 20 (Call-Off Specification) and Call-Off Schedule 14 (Service Levels)

PROGRESS REPORT FREQUENCY

Please refer to Call-Off Schedule 20 (Call-Off Specification) and Call-Off Schedule 14 (Service Levels)

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

Please refer to Call-Off Schedule 20 (Call-Off Specification) and Call-Off Schedule 15 (Contract Management)

KEY STAFF

Please refer to Call-Off Schedule 4 – Call Off Tender, 001-Q1TheTeamDentons.pdf

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

Please refer to Joint Schedule 4 (Commercially Sensitive Information)

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

The Service Credit Cap is: **£14,400.00 per contract year**

The Service Period is: a month

ADDITIONAL INSURANCES

Lot 1 Suppliers are required to have £10m Professional Indemnity Insurance

Details of Additional Insurances required in accordance with Joint Schedule 3 (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 4 (Call-Off Tender)]

|  |  |
| --- | --- |
| **For and on behalf of the Supplier:** | **For and on behalf of the Buyer:** |
| Signature: | Redacted | Signature: | Redacted |
| Name: | Redacted | Name: | Redacted |
| Role: |  | Role: |  |
| Date: |  | Date: |  |