

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

Order Form

CALL-OFF REFERENCE: Learning Frameworks 2.0 Legal Support – Z2306772

THE BUYER: Cabinet Office, Government Shared Services

ADDRESS: 70 Whitehall, London SW1A 2AS

SUPPLIER: DWF Law LLP

SUPPLIER ADDRESS: 1 Scott Place, 2 Hardman Street, Manchester, M3 3AA

REGISTRATION NUMBER: OC423384

DUNS NUMBER: 224225448

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 13 May 2024.

It's 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

Initial scope is as follows but subject to change following assessment by DWF:

Legal services in relation to Learning Frameworks 2.0 Procurement

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.
2. Joint Schedule 1(Definitions and Interpretation) RM6179
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6179
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - 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) - Part C only (No Staff Transfer on the Start Date)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 9 (Security) - Part A only (Short Form Security Requirements)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 24 (Special Schedule)
5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) RM6179

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: This Special Term 1 may be incorporated into the Buyer's Call-Off Contract where a Conflict Waiver is requested by the Supplier:

"The Supplier has numerous clients that rely upon it for general representation. The Supplier advises clients in matters arising under the laws of: one or more of the constituent parts of the United Kingdom, the European Union, a Member State of the European Union, the WTO, other international trade and/or investment agreements, or public international law generally. As a result, without advance conflicts waivers from Supplier clients, conflicts of interest could arise that could deprive either the Buyer or other Supplier clients of the right to select the

Supplier as counsel.

In light of the foregoing, other current or future clients of the Supplier including those identified in the preceding paragraph (collectively, the “Other Clients”) may ask the Supplier to represent them in matters (including litigation) that are adverse to the Buyer but that are not substantially related to the Supplier’s representation of the Buyer. If the Supplier is not representing the Buyer in such a matter, and the matter in which the Buyer and the Other Client have adverse interests is not substantially related to our current or past representation of the Buyer, then:

- 1. the Buyer agrees that the Supplier may represent such Other Client to the extent and provided that the Supplier is and remains not substantially related to the Supplier’s representation of the Buyer;*
- 2. the Buyer waives any conflict of interest arising from such representation; and*
- 3. the Buyer agrees that it will not seek to disqualify or otherwise prevent the Supplier from representing such Other Client,*

provided that any Confidential Information and Personal Data held by lawyers of the Supplier that assisted the Buyer in this matter is kept confidential, in the case of Confidential Information, and Processed, in the case of Personal Data, in accordance with Clauses 14 and 15 of the Core Terms, respectively.

The Buyer acknowledges that it has had an opportunity to consult with other counsel (in-house or otherwise) before agreeing to this waiver.”

CALL-OFF START DATE: 13 May 2024

CALL-OFF EXPIRY DATE: On completion of deliverables

CALL-OFF INITIAL PERIOD: On completion of deliverables

WORKING DAY

For the purposes of this Call-Off Contract, “**Working Day**” shall mean any day, including Saturdays and Sundays and public holidays.

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)

MANAGEMENT OF CONFLICT OF INTEREST:

Nothing additional to the CCS Core Terms (Version 3.0.11).

CONFIDENTIALITY:

Nothing additional to the CCS Core Terms (Version 3.0.11).

IPR:

Nothing additional to the CCS Core Terms (Version 3.0.11).

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

The Estimated Charges for the Call-Off Initial Period used to calculate liability in the first Contract Year is [REDACTED] excluding VAT.

The Supplier shall charge for the Services at the rates set out in the table below:

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

VOLUME DISCOUNTS

Where the Supplier provides Volume Discounts, the applicable percentage discount (set out in Table 2 of Annex 1 of Framework Schedule 3 (Framework Prices)) shall automatically be applied by the Supplier to all Charges it invoices regarding the Deliverables on and from the date and time when the applicable Volume Discount threshold is met and in accordance with Paragraphs 8, 9 and 10 of Framework Schedule 3.

REIMBURSABLE EXPENSES

Recoverable as stated in the Framework Contract

DISBURSEMENTS

Payable

PAYMENT METHOD

[Redacted Payment Method Information]

ADDITIONAL TRAINING CHARGE:

None

SECONDMENT CHARGE:

None

BUYER'S INVOICING ADDRESS:

[Redacted Buyer's Invoicing Address]

BUYER'S AUTHORISED REPRESENTATIVES

[Redacted Buyer's Authorised Representative Information]

[Redacted Buyer's Authorised Representative Information]

[REDACTED]

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Available on request

BUYER'S SECURITY POLICY

Available on request

BUYER'S ICT POLICY:

Available on request

SUPPLIER'S AUTHORISED REPRESENTATIVE:

[REDACTED]

SUPPLIER'S CONTRACT MANAGER:

[REDACTED]

PROGRESS REPORT

The Supplier shall prepare at no cost to the Buyer a WIP report detailing:

1. the charges billed to date on the matter; and
2. the current level of unbilled charges (WIP) on the matter.

PROGRESS REPORT FREQUENCY

The Supplier shall prepare WIP reports on a monthly basis and provide them to the Buyer on the last working day of each month unless agreed otherwise.

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

The Supplier's Authorised Representative or their nominated deputy shall meet with the Buyer to review progress on matters on which the Supplier is instructed under this Call-Off Contract. The frequency of such meetings will be agreed between the parties and shall take place via Microsoft Teams or equivalent.

KEY STAFF

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

As per Joint Schedule 4 (Commercially Sensitive Information)

SERVICE CREDITS

Not Applicable

ADDITIONAL INSURANCES

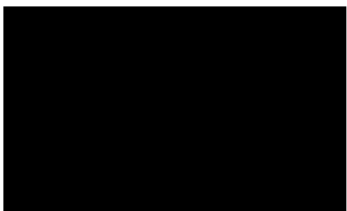
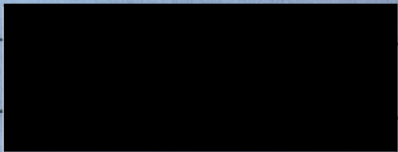
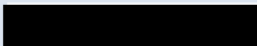

Not applicable

GUARANTEE

There's a guarantee of the Supplier's performance provided for all Call-Off Contracts entered under the Framework Contract

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 established at Framework level.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:	Partner	Role:	SRO, Learning Frameworks 2.0

Date:	24 May 2024	Date:	6/6/24
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Schedules for Learning Frameworks 2.0 Legal Support:

