**CCLL22A10 Order Form and Call-Off Schedules**

CALL-OFF REFERENCE: **CCLL22A10**

THE BUYER: **HM Treasury**

BUYER ADDRESS: **REDACTED TEXT under FOIA Section 40, Personal Information**

THE SUPPLIER: **Gowling WLG (UK)**

SUPPLIER ADDRESS: **REDACTED TEXT under FOIA Section 40, Personal Information.**

REGISTRATION NUMBER: **OC304378**

DUNS NUMBER: **734599181**

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **25th November 2022**

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:

**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. Joint Schedule 1(Definitions and Interpretation)
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 for RM6179
	+ Call-Off Schedule 1 (Transparency Reports)
	+ Call-Off Schedule 2 (Staff Transfer)
	+ Call-Off Schedule 3 (Continuous Improvement)
	+ Call-Off Schedule 5 (Pricing Details)
	+ Call-Off Schedule 6 (ICT Services)
	+ Call-Off Schedule 7 (Key Supplier Staff)
	+ Call-Off Schedule 10 (Exit Management)
	+ Call-Off Schedule 14 (Service Levels)
	+ Call-Off Schedule 15 (Call-Off Contract Management)
	+ Call-Off Schedule 16 (Benchmarking)
	+ Call-Off Schedule 20 (Call-Off Specification)
1. CCS Core Terms (version 3.0.11)
2. Joint Schedule 5 (Corporate Social Responsibility)
3. Call-Off Schedule 4 (Call-Off Tender)

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 **N/A**

CALL-OFF START DATE: **Monday 28th November 2022**

CALL-OFF EXPIRY DATE: **Monday 27th November 2023**

CALL-OFF INITIAL PERIOD: **Twelve 12 months**

CALL-OFF OPTIONAL
EXTENSION PERIOD: **A single six (6) month period**

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

N/A

CONFIDENTIALITY

As per the Terms and Conditions in Attachment 5b and the Specification in Call-Off Schedule 20

IPR

Clause 9 (IPRs) assigns all IPRs in the outputs from the Deliverables to the Supplier, with a licence from the Supplier to the Buyer to use, transfer and sub-licence such rights.

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.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **REDACTED TEXT under FOIA Section 43 Commercial Interests**.

CALL-OFF CHARGES

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

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

None

DISBURSEMENTS

Not Payable

ADDITIONAL TRAINCCLL22A10 Order Form and Call-Off Schedules ING CHARGE

N/A

SECONDMENT CHARGE

## 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

Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

Invoices should be submitted to: **REDACTED TEXT under FOIA Section 40, Personal Information**.

BUYER’S INVOICING ADDRESS:

HM Treasury,

**REDACTED TEXT under FOIA Section 40, Personal Information**.

BUYER’S AUTHORISED REPRESENTATIVE

**REDACTED TEXT under FOIA Section 40, Personal Information**

Policy Adviser

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

BUYER’S ENVIRONMENTAL POLICY

The Buyer will provide a copy of its environmental policy to the Supplier on request, which the Supplier will comply with.

The Supplier must provide reasonable support to enable Buyers to work in an environmentally friendly way, for example by helping them recycle or lower their carbon footprint.

BUYER’S SECURITY POLICY

N/A

BUYER’S ICT POLICY

N/A

SUPPLIER’S AUTHORISED REPRESENTATIVE

**REDACTED TEXT under FOIA Section 40, Personal Information**

Partner

**REDACTED TEXT under FOIA Section 40, Personal Information**.

**REDACTED TEXT under FOIA Section 40, Personal Information**.

SUPPLIER’S CONTRACT MANAGER

**REDACTED TEXT under FOIA Section 40, Personal Information**

Partner

**REDACTED TEXT under FOIA Section 40, Personal Information**.

**REDACTED TEXT under FOIA Section 40, Personal Information**.

PROGRESS REPORT

Management Information/Reporting section of the Specification in Call-Off Schedule 20

PROGRESS REPORT FREQUENCY

Management Information/Reporting section of the Specification in Call-Off Schedule 20

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

Management Information/Reporting section of the Specification in Call-Off Schedule 20

KEY STAFF

**REDACTED TEXT under FOIA Section 40, Personal Information**.

Client Partner

**REDACTED TEXT under FOIA Section 40, Personal Information**.

**REDACTED TEXT under FOIA Section 40, Personal Information**.

**REDACTED TEXT under FOIA Section 40, Personal Information**

Principle Associate

**REDACTED TEXT under FOIA Section 40, Personal Information**.

**REDACTED TEXT under FOIA Section 40, Personal Information**.

**REDACTED TEXT under FOIA Section 40, Personal Information**

Principle Associate

**REDACTED TEXT under FOIA Section 40, Personal Information**.

**REDACTED TEXT under FOIA Section 40, Personal Information**.

**REDACTED TEXT under FOIA Section 40, Personal Information**

Senior Associate

**REDACTED TEXT under FOIA Section 40, Personal Information**.

**REDACTED TEXT under FOIA Section 40, Personal Information**.

**REDACTED TEXT under FOIA Section 40, Personal Information**

Associate

**REDACTED TEXT under FOIA Section 40, Personal Information**.

**REDACTED TEXT under FOIA Section 40, Personal Information**.

AUTHORITY KEY STAFF

**REDACTED TEXT under FOIA Section 40, Personal Information**

Senior Policy Advisor

**REDACTED TEXT under FOIA Section 40, Personal Information**.

**REDACTED TEXT under FOIA Section 40, Personal Information**.

**REDACTED TEXT under FOIA Section 40, Personal Information**.

**REDACTED TEXT under FOIA Section 40, Personal Information**.

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**REDACTED TEXT under FOIA Section 40, Personal Information**.

**REDACTED TEXT under FOIA Section 40, Personal Information**.

KEY SUBCONTRACTOR

N/A

COMMERCIALLY SENSITIVE INFORMATION

N/A

SERVICE CREDITS

N/A

ADDITIONAL INSURANCES

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

GUARANTEE

N/A

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 TEXT under FOIA Section 40, Personal Information**. | Signature: | **REDACTED TEXT under FOIA Section 40, Personal Information**. |
| Name: | **REDACTED TEXT under FOIA Section 40, Personal Information**. | Name: | **REDACTED TEXT under FOIA Section 40, Personal Information**. |
| Role: |  Partner | Role: |  Director  |
| Date: |  25 November 2022 | 16:55 | Date: |  30 November 2022 |