

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

Order Form

CALL-OFF REFERENCE: Public Law Litigation Overflow Pilot

THE BUYER: Government Legal Department,
acting as part of The Crown.

BUYER ADDRESS: Government Legal Department
102 Petty France, Westminster,
London, SW1H 9GL

THE SUPPLIER: Sharpe Pritchard LLP

SUPPLIER ADDRESS: Elm Yard, 10-16 Elm Street, London, WC1X 0BJ

REGISTRATION NUMBER: OC378650

DUNS NUMBER: Unknown

SID4GOV ID: N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **12th September 2023**. 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

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. 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) RM6179
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for **Public Law Litigation Overflow Pilot**
 - 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: Public Law Litigation Overflow Pilot

- Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - 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:

None

CALL-OFF START DATE: **12th September 2023**

CALL-OFF EXPIRY DATE: **12th March 2024**

CALL-OFF INITIAL PERIOD: **6 Months (plus any extension thereof as may be agreed by the parties)**

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 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.

Liability capped at [REDACTED]

CALL-OFF CHARGES

The value of this Call-Off Contract is [REDACTED] **excluding VAT or as may otherwise be agreed** . Charges will be calculated by reference to the Supplier's Panel Hourly Rates.

- GLD Lead Lawyers may negotiate an alternative fee arrangement, such as a Capped price or fixed price for individual matters called off under this Call-Off Order

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

Disbursements shall only be payable where the Buyer has authorised that the disbursements may be incurred in advance.

ADDITIONAL TRAINING CHARGE

The Supplier's staff will be expected to work with the GLD team and other

external advisers – including other external legal advisers – to undertake a knowledge transfer. The Supplier should describe how it anticipates transferring knowledge to the Buyer as part of the services offered in accordance with the Panel commitment.

The Supplier's staff may be required to attend a handover meeting(s) and would be expected to provide information and guidance on the key aspects of the contract at the point of handover to the Buyer.

In addition, the Supplier's staff may be required to provide additional services free, including free attendance for Departmental representatives at the general client training seminars and tailored legal training.

SECONDMENT CHARGE

If a Secondment requirement arises during the Contract Period, it will be dealt with using the Variation Procedure and Joint Schedule 2 (Variations) and Call-Off Schedule 25 (Secondment Agreement Template).

PAYMENT METHOD

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

[REDACTED]
[REDACTED]

BUYER'S INVOICING ADDRESS:

All draft invoices are to be verified and approved by the Buyer's Authorised Representative. Once this has been complete, the "supplier" must send the invoice, quoting a valid purchase order number (PO Number) to:

[REDACTED]

[REDACTED]

[REDACTED]

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

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE:

[REDACTED]
[REDACTED]
[REDACTED]
[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

Name: [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

Role: [REDACTED]
[REDACTED]
[REDACTED]

SUPPLIER'S CONTRACT MANAGER

Name: [REDACTED]
[REDACTED] [REDACTED]
[REDACTED]
[REDACTED]

PROGRESS REPORT

On the first Working Day of each calendar month, the Supplier shall prepare at no cost to the Buyer a summary report setting out:

1. A brief update on the status of each matter on which the Supplier is instructed by the Buyer under this Call-Off Contract; and
2. A WIP report detailing:
 - 2.1. the charges billed to date on each matter;
 - 2.2. the work completed for each matter;
 - 2.3. the total spend to date across all matters.

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

Monthly contract management meetings will be held between the Supplier and the GLD Contract Manager to review the activities and deliverables and the progress made for each, with further focus on KPIs, administration, resources and financial matters.

The formal contract management meeting will cover the following areas:

- Review of changes of work or scope – Attachment 3 - Annex 3
- Review of KPI scorecards – Attachment 3 Statement of Requirements - Annex 2
- Knowledge transfer/lessons learned
- Risks and issues
- Any changes to Legal Adviser resources/wider business
- Conflicts of interest
- Exit plan
- Any Other Business

Required Attendees:

- [REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]

KEY STAFF

Name: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

&

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

■

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

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

As per Joint Schedule 4 (Commercially Sensitive Information)

SERVICE CREDITS

Not Applicable

Framework Schedule 6

Call-Off reference: **Public Law Litigation Overflow Pilot**

Crown Copyright 2018

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]		[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Role:	Partner – Sharpe Pritchard	Role:	[REDACTED] [REDACTED]
Date:	27.09.2023	Date:	28.09.2023



Call-Off-Schedule-2- Joint-Schedule-11-Pr Joint-Schedule-4-Co Call-Off-Schedule-9- Call-Off-Schedule-15
Staff-Transfer-v3.3-1-ocessing-Data-v4.4-R mmercially-Sensitive-Security-v3.4-2 (1) Pu-Call-Off-Contract-Ma



Call-Off-Schedule-20
-Specification-v3.0-3 |

[REDACTED]

[REDACTED]

[REDACTED]

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