

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

Order Form

CALL-OFF REFERENCE:	Project_6229 - General Legal Advice External Panel 2022 Procurement
THE BUYER:	Department for Education
BUYER ADDRESS	Sanctuary Buildings, Great Smith Street, London, SW1 3BT
THE SUPPLIER:	Mills & Reeve LLP
SUPPLIER ADDRESS:	24 King William Street, London EC4R 9AT
REGISTRATION NUMBER:	OC326165
DUNS NUMBER:	219268914

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 08/07/2022.

It's issued under the Framework Contract with the reference number RM6179 Legal Services Panel.

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. Joint Schedule 1(Definitions and interpretation) RM6179
3. 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 5 (Corporate Social Responsibility)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
- Call-Off Schedules for Project_6229
 - 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 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 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 24 (Legal Services Special Schedule) ○ Call-Off Schedule 25 (Secondment Agreement Template)

4. 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:
Includes Special Term 1 and Call-Off Schedule 24 to supplement Core Terms.

Special Term 1

“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: 21/07/2022

CALL-OFF EXPIRY DATE: 20/07/2025

CALL-OFF INITIAL PERIOD: 3 Years

CALL-OFF OPTIONAL EXTENSION PERIOD: 12 MONTHS

CALL-OFF DELIVERABLES

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

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).

MANAGEMENT OF CONFLICT OF INTEREST

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

IPR

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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

██████████

CALL OFF CHARGES

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Indexation
- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

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

SECONDMENT CHARGE

██████████

PAYMENT METHOD

BACS

BUYER'S INVOICING ADDRESS:

██████████

BUYER'S AUTHORISED REPRESENTATIVE

██████████

BUYER'S ENVIRONMENTAL POLICY

[Sustainability and climate change strategy - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/policies/sustainability-and-climate-change-strategy)

BUYER'S SECURITY POLICY

[Security policy framework: protecting government assets - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/policies/security-policy-framework-protecting-government-assets)

BUYER'S ICT POLICY

[Minimum Cyber Security Standard - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/minimum-cyber-security-standard)

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

[REDACTED]

PROGRESS REPORT

KPI Dashboard - See details in Call-Off Schedule 20 (Call-Off Specification)

PROGRESS REPORT FREQUENCY

Quarterly on the first available working day.

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter.

KEY STAFF

[REDACTED]

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

The Supplier's charging rates under this Call-Off Contract and the content of Supplier's responses to tender questions TQ1, TQ2, TQ3, TQ4 and SQ1 (including as incorporated into this Call-Off Contract).

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

See details in Joint Schedule 3 (Insurance Requirements)

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 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]

Call Off Order Form
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Name:		Name:	
Role:		Role:	
Date:		Date:	