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

**Order Form**

CALL-OFF REFERENCE: CCLL23A13

THE BUYER: Northern Ireland Office

BUYER ADDRESS 1 Horse Guards Road, London, SW1A 2HQ

THE SUPPLIER: Redacted under FOIA section 40, Personal Information

 SUPPLIER ADDRESS: Redacted under FOIA section 40, Personal Information

REGISTRATION NUMBER: TBC

DUNS NUMBER: TBC

SID4GOV ID: TBC

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated Thursday 21st December 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. 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. 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 6 (Key Subcontractors)
	+ Joint Schedule 10 (Rectification Plan)
	+ Joint Schedule 11 (Processing Data)

* Call-Off Schedules for **CCLL23A13**
	+ 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 7 (Key Supplier Staff)
	+ Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
	+ Call-Off Schedule 9 (Security)
	+ Call-Off Schedule 10 (Exit Management)
	+ Call-Off Schedule 20 (Call-Off Specification)
	+ Call-Off Schedule 24 (Special Schedule)
1. CCS Core Terms (version 3.0.11)
2. 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 **N/A**

CALL-OFF START DATE: **Tuesday 6th January 2024**

CALL-OFF EXPIRY DATE: **Friday 31st December 2027**

CALL-OFF INITIAL PERIOD: **Three (3) Years**

CALL-OFF OPTIONAL EXTENSION PERIOD **One (1) plus One (1) Years**

[WORKING DAY

Monday – Friday excluding UK public holidays.

Weekend/on-call working may be required by exception.

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

Please note that firms instructed to act by any potential core participants to the Inquiry cannot also act as Solicitor to the Inquiry.

The Supplier shall work with the Buyer to identify any work carried out by the Supplier or its Staff that may constitute a conflict of interest with the Inquiry’s work.

Where a conflict is identified, the Supplier shall establish mitigations including, for example, ethical walls.

CONFIDENTIALITY

As per the Terms and Conditions in RM6179 Core Terms and Call-Off Schedule 20 – Call-Off   Specification.

IPR

As Per Clause 9 of the 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.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£2,500,000**

CALL-OFF CHARGES

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

Total Contract value must not exceed **£10,000,000.00 (ex VAT)**

VOLUME DISCOUNTS – TBC on Contract Award

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

Not Payable

ADDITIONAL TRAINING CHARGE

Not Applicable

SECONDMENT CHARGE

Not Known

PAYMENT METHOD

BACS

BUYER’S INVOICING ADDRESS:

NIO Finance

NIO Finance

invoices@accountni.gov.uk

Erskine House, 20-32 Chichester Street, Belfast BT1 4GF

BUYER’S AUTHORISED REPRESENTATIVE

Redacted under FOIA section 40, Personal Information

Redacted under FOIA section 40, Personal Information

BUYER’S ENVIRONMENTAL POLICY

N/A

BUYER’S SECURITY POLICY

N/A

BUYER’S ICT POLICY

N/A

SUPPLIER’S AUTHORISED REPRESENTATIVE – TBC at contract award

**Redacted under FOIA section 40, Personal Information**

SUPPLIER’S CONTRACT MANAGER - TBC at contract award

**Redacted under FOIA section 40, Personal Information**

PROGRESS REPORT

Progress will be discussed in Contract meetings.

PROGRESS REPORT FREQUENCY

Contract meetings shall take place on a monthly basis, in which progress will be discussed.

These meetings are separate to Contract Review meetings, which will take place on a quarterly basis.

More information can be found in Call-Off Schedule 20 (Call-Off Specification) and Call-Off Schedule 15 (Call-Off Contract Management).

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

Contract Meetings - Monthly

Contract Review Meetings - Quarterly

KEY STAFF

Buyer:

Redacted under FOIA section 40, Personal Information

Supplier – TBC on Contract Award

**Redacted under FOIA section 40, Personal Information**

KEY SUBCONTRACTOR(S)

Redacted under FOIA section 40, Personal Information

COMMERCIALLY SENSITIVE INFORMATION

Supplier’s Commercially Sensitive Information

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

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)]

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| --- | --- |
| **For and on behalf of the Supplier:** | **For and on behalf of the Buyer:** |
| Signature: | Redacted under FOIA section 40, Personal Information | Signature: | Redacted under FOIA section 40, Personal Information |
| Name: | Redacted under FOIA section 40, Personal Information | Name: | Redacted under FOIA section 40, Personal Information |
| Role: | Redacted under FOIA section 40, Personal Information | Role: | Redacted under FOIA section 40, Personal Information |
| Date: |  | Date: |  |