

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

Order Form

CALL-OFF REFERENCE: 709640450

THE BUYER: Ministry of Defence

BUYER ADDRESS Spruce 3B #1301, Abbey Wood Bristol BS34 8JH

THE SUPPLIER: Morton Fraser MacRoberts LLP

SUPPLIER ADDRESS: Quartermile Two, 2 Lister Square, Edinburgh,
EH3 9GL

REGISTRATION NUMBER: SO300472

DUNS NUMBER: 718805927

SID4GOV ID: 430547

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 10th September 2024.

It is issued under the Framework Contract with the reference number RM6240 for the provision of Public Sector Legal Services.

CALL-OFF LOT(S):

RM6240 - Lot 2b

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 includes the Call-Off Special Terms and Call-Off Special Schedules.

2. Joint Schedule 1 (Definitions and Interpretation) RM6240
3. DEFCON 501 included in Schedule 17 is being used in lieu of Joint Schedule 1 (Definitions and Interpretation) RM6240
4. Framework Special Terms: where terms within Call Off Schedule 17 (MOD Terms) conflict with Framework Special Terms, the terms within Call Off Schedule 17 (MOD Terms) take precedent.
5. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6240
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 10 (Rectification Plan)
 - Call-Off Schedules for RM6240
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery (BCDR))
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 20 (Call-Off Specification)
6. CCS Core Terms (version 3.0.11) however, where terms within Call Off Schedule 17 (MOD Terms) conflict with CCS Core Terms, the terms within Call Off Schedule 17 (MOD Terms) take precedent.
7. Joint Schedule 5 (Corporate Social Responsibility) RM6240

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:

If the terms within Call Off Schedule 17 (MOD Terms) conflict with Framework Special Terms, the terms within Call Off Schedule 17 (MOD Terms) take precedent.

CALL-OFF START DATE: 10 September 2024

CALL-OFF EXPIRY DATE: 05 September 2028

CALL-OFF INITIAL PERIOD: 4 years with No Option period.

CALL-OFF DELIVERABLES See details in Call-Off Schedule 20 (Call-Off Specification).

As detailed in Clause 1.1 of Annex 2 to Call Off Schedule 17 (MOD Terms), quantities are estimated, therefore, the Supplier's obligation to provide 2 hours of free

consultation and legal advice will apply to each new matter which arises under this Call-Off Order, as identified as such by the Buyer.

CONFLICT OF INTEREST (COI)

See Clause 2.1 in Call-Off Schedule 17 (MOD Terms).

CONFIDENTIALITY

DEFCON 531, DEFCON 660 (Official-Sensitive Security Requirements) and the Security Aspects Letter at Annex 4 to Call-Off Schedule 17 (MOD Terms) details the confidentiality aspects relating to this Call-Off Contract.

IPR

Core Terms Clause 9 and DEFCON 632 (Third Party Intellectual Property - Rights and Restrictions) details the IPR position relating to this Call-Off Contract.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in the Limitation of Contractors Liability clauses at Annex 5 to Call-Off Schedule 17 (MOD Terms).

CALL-OFF CHARGES

The Call-Off Charges are detailed in Call-Off Schedule 5 (Pricing Details).

REIMBURSABLE EXPENSES

There are no Reimbursable Expenses.

DISBURSEMENTS

Verified disbursements are payable in accordance with DEFCON 534 Subcontracting and Prompt Payment.

PAYMENT METHOD

Payment will be made in accordance with paragraph 20 of Call-Off Schedule 20 (Call-Off Specification) using the MOD's Contracting, Purchasing and Finance (CP&F) tool.

BUYER'S INVOICE ADDRESS:

Redacted Under FOIA Section 40, Personal Information
Redacted Under FOIA Section 40, Personal Information
Redacted Under FOIA Section 40, Personal Information
Redacted Under FOIA Section 40, Personal Information

BUYER'S AUTHORISED REPRESENTATIVE

Redacted Under FOIA Section 40, Personal Information
Redacted Under FOIA Section 40, Personal Information
Redacted Under FOIA Section 40, Personal Information
Redacted Under FOIA Section 40, Personal Information

BUYER'S SECURITY POLICY

MOD's security requirements are detailed in DEFCON 660 (Official-Sensitive Security Requirements), DEFCON 658 Cyber, the Security Aspects Letter at Annex 4 to Call-Off Schedule 17 (MOD Terms) and paragraph 18 and 19 of Call-Off Schedule 20 (Call-Off Specification).

SUPPLIER'S AUTHORISED REPRESENTATIVE

Redacted Under FOIA Section 40, Personal Information
Morton Fraser MacRoberts LLP
Quartermile Two
2 Lister Square
Edinburgh
EH3 9GL

SUPPLIER'S CONTRACT MANAGER

Redacted Under FOIA Section 40, Personal Information
Morton Fraser MacRoberts LLP
Quartermile Two
2 Lister Square
Edinburgh
EH3 9GL

PROGRESS REPORT FREQUENCY

Progress Report frequency to be agreed on an individual basis.
Contract KPIs Performance Progress reports to be submitted quarterly.

PROGRESS MEETING FREQUENCY

Contract KPIs Performance Review Meetings to be held quarterly and Contract Progress Review Meetings to be held Biannually. Dates to be agreed in the Contract Management Plan following Contract Award.

KEY STAFF

Key Staff details will be included in the Contract management Plan following Contract Award.

KEY SUBCONTRACTOR(S)

To be added at Contract Award if applicable.

COMMERCIALLY SENSITIVE INFORMATION

Commercially Sensitive Information is detailed in the 'Supplier's Sensitive Information' form.

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

In accordance with 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 detailed in Annex 1 to this Schedule 6.

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:	4th SEPTEMBER 2024	Date:	3rd September 2024

ANNEX 1 - SUPPLIERS SOCIAL VALUE COMMITMENT

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