

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

Order Form

CALL-OFF REFERENCE:	TBC
THE BUYER:	The Secretary of State for Defence Corporate Services Modernisation Portfolio – Strategic Commercial, MoD Head Office
BUYER ADDRESS:	MOD, Main Building, Whitehall, SW1A 2HB
THE SUPPLIER:	DLA Piper UK LLP
SUPPLIER ADDRESS:	160 Aldersgate Street, London, England, EC1A 4HT
REGISTRATION NUMBER:	OC307847
DUNS NUMBER:	73-862-3557

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables identified on this Order Form and shall be effective from the date that both the Buyer and the Supplier have signed and dated this Order Form in one or more counterparts.

It is a Call-Off Contract 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, in the following order of precedence:

1. This Order Form including the Call-Off Special Terms and the Call-Off Schedules listed below, in equal order of precedence.

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2. Joint Schedule 1(Definitions and Interpretation)
3. Framework Incorporated Terms and Framework Special Terms as set out in the Framework Award Form
4. The following Joint Schedules, in equal order of precedence:
 - 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)
5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility)

All documents can be found at: <https://www.crowncommercial.gov.uk/agreements/RM6179>

No other Supplier terms form part of the Call-Off Contract, including any terms written on the back of or added to this Order Form.

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

CALL-OFF START DATE
Date of final signature
CALL-OFF EXPIRY DATE
On completion of the Call-Off Deliverables.
CALL-OFF DELIVERABLES (CALL-OFF SPECIFICATION)
(1) The Supplier shall provide on request the following legal services in connection with Phase 2 of the Corporate Services Modernisation (CSM) Programme:

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- Support and legal advice on Early Market Engagement, Route to Market and commercial and procurement strategies for the delivery of the Phase 2 CSM Programme.
- Support and legal advice on Conflicts of Interest, Incumbent Unfair Advantage, level playing field and the protection of Confidential Information to ensure fair and legally compliant procurement exercises can be run.
- Support and legal advice on the effective exit and transition of the Buyer's suite of existing contracts and also between Phase 1 and 2 of the CSM Programme.
- Assistance in the drafting of fit for purpose contract(s) between the Buyer and its industry suppliers in order to successfully deliver the Phase 2 CSM Programme.
- Assistance in the drafting of fit for purpose procurement document sets to ensure legally compliant procurement exercises can be run and resulting contract(s) awarded (e.g. contract notices, PQQs, ITT/ITNs and contract award decision notices as per the current DSPCR/PCR regime language).
- Support and legal advice prior to and during procurement exercises to ensure they are conducted in a legally compliant manner, including advising on supplier selection issues, iterative staged competitive procedures, equal treatment of bidders, evaluation and moderation of tenders, contract award decision notices, bidder management prior to contract(s) award and dealing with any complaints or challenges to competition results.
- Production of legal risk reports to be used by the CSM delivery team for internal MoD and Cabinet Office scrutiny and approval purposes.
- Support and legal advice required on any other related legal issues to ensure the successful delivery of the CSM Programme.

(2) Exceptionally for this Phase 2 CSM programme, the Supplier shall provide UK public procurement law and associated public law advice in consultation with and at the direction of MoD Legal Advisers.

(3) 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).


(4) In addition, the Supplier has agreed to provide the following services to the Buyer free of charge:

- Initial reading in time to better understand the current Phase 2 CSM Programme (e.g. reading the Buyer's CSM business case).
- Initial kick-off meeting with the Buyer's CSM delivery team to discuss the CSM Programme in more detail to assist in getting a better understanding of the Programme scope.

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<ul style="list-style-type: none">• Training sessions on risks and mitigations in ERP deployments and structuring of multi-supply models. <p>(5) The Supplier shall not, except where expressly authorised by the MoD Legal Advisers, advise on any of the following matters:</p> <ul style="list-style-type: none">• Procurement law• Subsidies• Public Law• SSCR• TUPE• IPR
<p>IPR</p> <p>Intellectual Property Rights in the output from the Deliverables shall vest in the Buyer who shall grant to the Supplier a non-exclusive, unlimited, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change, exploit and sub-license the same.</p>
<p>MAXIMUM LIABILITY</p>
<p>CALL-OFF CHARGES</p>
<p>REIMBURSABLE EXPENSES (FOR TRAVEL, SUBSISTANCE AND HOTEL ACCOMMODATION)</p> <p>Recoverable in accordance with the Ministry of Defence Business Travel Policy, provided authorised in advance:</p> <div data-bbox="276 1554 336 1619"></div> <p>Business-Travel-Guide.docx</p>
<p>DISBURSEMENTS</p> <p>None Payable</p>

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PAYMENT METHOD The Buyer will pay the Call-Off Charges by electronic transfer and prior to submitting any claims for payment the Supplier shall register its details (supplier on-boarding) on the Contracting, Purchasing and Finance electronic procurement tool.
BUYER'S AUTHORISED REPRESENTATIVE Head of Strategic Commercial, CSM MOD, Main Building, Whitehall, SW1A 2HB
SUPPLIER'S AUTHORISED REPRESENTATIVE Partner 160 Aldersgate Street, London, England, EC1A 4HT
KEY SUPPLIER STAFF (list not inclusive)
JOINT SCHEDULE 11 (PROCESSING DATA) – ANNEX 1 The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of the Personal Data shared for the delivery of the Services pursuant to this Call-Off Contract. The Personal Data shared shall be limited to official staff position and contact data.
CLIENT ACCOUNT The Supplier may deposit the Buyer's monies with such banks as the Supplier may from time to time decide in accordance with its regulators' Accounts Rules. The details of the bank where the Buyer's funds are held shall be provided to the Buyer on request. The Supplier has no immediate control over these monies while they are held on deposit and the Supplier will not be liable to the Buyer for any monies lost as a result of the failure of the bank. In these circumstances, the Buyer may be entitled to compensation under the Financial Services Compensation Scheme. Interest is earned on the Supplier's Client Account. The Supplier shall have an interest rate policy which is designed to ensure the Buyer is treated fairly and which complies with the Supplier's regulatory requirements. This shall be provided to the Buyer, on request.
RESIDUAL BALANCES

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If the Supplier is holding any of the Buyer's money at the end of a matter the Supplier will either send it to the Buyer or, if there are other ongoing matters that the Supplier is working on for the Buyer, the Supplier may transfer the money to the Buyer's account on one of those other open matters (where this is permitted by the Supplier's regulators' Accounts Rules).

Where the Supplier does send the money to the Buyer the Supplier will usually send it by electronic transfer to a bank account confirmed by Buyer. If the Supplier does not hold such bank account details, then the Supplier will send the money by cheque to the address stipulated in this Order Form.

If the Buyer does not present the cheque for clearing within six months the Supplier will cancel it for security reasons and endeavour to let the Buyer know that the Supplier has done so. The Supplier will try to contact the Buyer by email, phone or in writing (at the Buyer's last known address) to seek instructions or consent to donate the balance to charity. If the Supplier is unable to contact the Buyer or get instructions within a further three months, the Supplier will make arrangements to donate the funds to charity in accordance with its regulators' Accounts Rules.

GENERAL

The Supplier's advice and services are for the Buyer's benefit only in connection with the particular work that the Buyer instructs the Supplier to do. Unless agreed otherwise in writing, the Supplier's advice is not intended to be used or relied upon by anyone else, or for a different purpose. The Buyer should not, therefore, disclose the Supplier's advice to anyone else without the Supplier's consent or rely on it in connection with any other matter.

The Supplier will take instructions from the contact(s) named in this Order Form, as confirmed by the Buyer. The Supplier may also take instructions from and provide advice in this matter to other individuals within the Buyer's organisation.

The Supplier's bank account details are unlikely to change. Should the Buyer receive any suspicious correspondence the Supplier shall contact the Buyer on a verified number. Numbers can be verified on the Supplier's website, or by contacting the Supplier using the details set out in the Solicitors Register hosted on the Solicitors Regulation Authority website.

CALL-OFF SCHEDULES

The following Call-Off Schedules are incorporated into this Call-Off Contract, as amended or supplemented as follows:

CALL-OFF SCHEDULE 1 (TRANSPARENCY REPORTS)

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<p>Annex 1: List of Transparency Reports and/or other reports Weekly drumbeat to commence w/c 18th November 2024 and ad hoc as required.</p> <p>Weekly work in progress (and fee spend) report for MoD Legal Advisors</p>
<p>CALL-OFF SCHEDULE 2 (STAFF TRANSFER)</p> <p>No transfer at the start - Parts C, D and E apply</p>
<p>CALL-OFF SCHEDULE 3 (CONTINUOUS IMPROVEMENT)</p>
<p>CALL-OFF SCHEDULE 4 (CALL-OFF TENDER)</p> <p>All Supplier travel time to MoD offices and associated costs (including subsistence costs) shall be provided free of charge.</p> <p>Subject to availability and to the extent that it is required, the Supplier shall provide meeting space to the Buyer free of charge.</p> <p>Free of charge training sessions on risks and mitigations in ERP deployments.</p> <p>Free of charge lessons learned sessions at key intervals and contract guides upon completion.</p>
<p>CALL-OFF SCHEDULE 7 (KEY SUPPLIER STAFF)</p>
<p>CALL-OFF SCHEDULE 17 (MOD TERMS)</p> <p>Annex 1: Defcons and Deforms</p> <p>The following Defcons are incorporated into this Call-Off Contract:</p> <ol style="list-style-type: none">DEFCON 658 (Ed 10/22) CyberDEFCON 659A (Ed 02/24) Security MeasuresDEFCON 660 (Ed 12/15) Official-Sensitive Security Requirements <p>in which:</p> <ol style="list-style-type: none">"the Authority" means the Buyer;"the Contractor" means the Supplier; and"the Contract" means this Call-Off Contract.
<p>CALL-OFF SCHEDULE 24 (SPECIAL SCHEDULE)</p>

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For and on behalf of the Supplier		For and on behalf of the Buyer	
Signature		Signature	
Name		Name	
Role	Partner	Role	Head of Strategic Commercial
Date	20/11/2024	Date	12/11/2024

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