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

**Order Form**

CALL-OFF REFERENCE: CCLL22A03

THE BUYER: Her Majesty’s Treasury

BUYER ADDRESS **REDACTED TEXT under FOIA Section 40, Personal Information**

THE SUPPLIER: Hogan Lovells International LLP

SUPPLIER ADDRESS: **REDACTED TEXT under FOIA Section 40, Personal Information**

REGISTRATION NUMBER: OC 323639

DUNS NUMBER: 671469120

SID4GOV ID: N/A

**APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Call-Off Deliverables and dated Thursday 21 April 2022 at Contract Award.

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:**

Lot 2 – Finance and Complex Legal 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 10 (Rectification Plan)
	+ Joint Schedule 11 (Processing Data)
* Call-Off Schedules for RM6179, reference CCLL22A03
	+ Call-Off Schedule 1 (Transparency Reports)
	+ Call-Off Schedule 3 (Continuous Improvement)
	+ Call-Off Schedule 4 (Call-Off Tender)
	+ Call-Off Schedule 5 (Pricing Details)
	+ 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)
	+ Call-Off Schedule 25 (Secondment Agreement Template)
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**

1. Associated foreign firms: The Supplier will provide access to their associated foreign firms. "Associated foreign firms" for the purpose of this requirement will include at least those firms with which the Supplier shares common branding or administrative functions. As referred to at Section 6.9, Attachment 3.
2. Fees for associated foreign firms: Work conducted by associated foreign firms, is to be charged in £ sterling at the lower of (i) the contractual rate charged for equivalent personnel in the UK, or (ii) the Supplier's sterling guideline rate for the personnel discounted by a factor corresponding to the discount from guideline rates applied in respect of the contractual rate. As referred to at Section 13.3, Attachment 3.
3. Secondees: The Supplier shall provide one secondee free of charge to the Authority. This shall apply in respect of only one secondee at any one time. Where any subsequent secondees are supplied they shall be provided at the secondment rate (in accordance with the panel terms). As referred to at Section 13.4, Attachment 3.
4. Invoice accuracy: The Supplier shall provide accurate invoices. Where invoices are inaccurate by 2% or more of the final invoice value a discount of 0.5% of the accurate invoice value shall be applied for every whole 1% of variation. As referred to at Section 15.1, Attachment 3.
5. Timeliness: Deadlines for the delivery of work product shall be agreed on an instruction-by-instruction basis. Deadlines suggested by the Authority in writing shall be taken to be agreed unless the Supplier expressly indicates in writing some difficulty in meeting the deadline. Where agreed deadlines are missed (without prior agreement and revision of the deadline with the Authority) a 10% discount to the bill associated with that work-product is to be applied for every whole day that passes after the deadline until the product is provided. As referred to at Section 15.2, Attachment 3.
6. Partner time: The Supplier shall obtain the written consent of the Authority before charging time at the partner rates specified on the submitted rate card. Work that is undertaken by the Supplier at partner rates, without the written authority of the Authority shall not be billed
7. Potential Suppliers are requested to provide a rate card (both for hourly and daily rates) for work that may arise during the contract. Where possible, the rate card for this requirement should include a discount on the Supplier's standard rate card for this Lot. In any event, the hourly rates submitted for this requirement should not be higher than the standard rate card for this Lot. This rate card may be used by the Authority to pay on a resource consumption basis, or to fix a capped fee for larger pieces of work or in respect of particular instructions.

**CALL-OFF START DATE:**
Tuesday 3rd May 2022

**CALL-OFF INITIAL EXPIRY DATE**:
Tuesday 2nd May 2023

**CALL-OFF INITIAL PERIOD:**
One (1) Year

**CALL-OFF OPTIONAL EXTENSION PERIOD:**
One (1) Year, the total contract term must not extend past Wednesday 1st May 2024.

**WORKING DAY**

Monday, Tuesday, Wednesday, Thursday, Friday.

**CALL-OFF DELIVERABLES**

As per call-off schedule 20 – 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**

Not applicable

**CONFIDENTIALITY**

Not applicable

**IPR**

Not applicable

**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£1,000,000 excluding VAT.

**CALL-OFF CHARGES**As per call-off schedule 5 – Pricing.

**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**

Recoverable as stated in the Framework Contract

**DISBURSEMENTS**

Payable with prior consent

**ADDITIONAL TRAINING CHARGE**

Not applicable

**SECONDMENT CHARGE**

Not applicable

**PAYMENT METHOD**

Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

Invoices must state the order number for payment.

**BUYER’S INVOICING ADDRESS:**

H.M. Treasury, **REDACTED TEXT under FOIA Section 40, Personal Information**

**BUYER’S AUTHORISED REPRESENTATIVE**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**BUYER’S ENVIRONMENTAL POLICY**

Not applicable

**BUYER’S SECURITY POLICY**

Not applicable

**BUYER’S ICT POLICY**

Not applicable

**SUPPLIER’S AUTHORISED REPRESENTATIVE**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**SUPPLIER’S CONTRACT MANAGER**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**PROGRESS REPORT**

Reporting to the Service Manager and Contract Manager will be required on a monthly basis at the contract review meetings.

Reports include but are not limited to; lessons learned, success in meeting service-level requirements and, market intelligence updates.

Weekly written reports will be required to detail instructions where work has been undertaken that month and provide a rolling estimated record of the associated bill, in a form agreed with the Authority.

Supplementary reporting requirements may be determined on an instruction-by-instruction basis and agreed with the Supplier.

**PROGRESS REPORT FREQUENCY**

Weekly reporting frequency during the first two months via telephone as requested.

Monthly contract review meetings.

**KEY STAFF**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**KEY SUBCONTRACTOR(S)**

N/A

**COMMERCIALLY SENSITIVE INFORMATION**

Not applicable

**SERVICE CREDITS**

Not applicable

**ADDITIONAL INSURANCES**

Lot 2 Suppliers are required to have £100m Professional Indemnity Insurance under Joint Schedule 3. No additional insurances required

**GUARANTEE**

Not applicable

**SOCIAL VALUE COMMITMENT**

Not applicable

|  |  |
| --- | --- |
| **For and on behalf of the Supplier:** | **For and on behalf of the Buyer:** |
| Signature: | **REDACTED TEXT under FOIA Section 40, Personal Information** | Signature: | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Name: | **REDACTED TEXT under FOIA Section 40, Personal Information** | Name: | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Role: | **REDACTED TEXT under FOIA Section 40, Personal Information** | Role: | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Date: | 21/04/2022 | Date: | 22/04/2022 |