

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

Order Form

CALL-OFF REFERENCE: RM6179 - SIA 793 - Digital Support & Improvement' – Legal Support Requirements

THE BUYER:



BUYER ADDRESS

THE SUPPLIER: Mills & Reeve LLP

SUPPLIER ADDRESS: 24 King William Street London EC4R9AT

REGISTRATION NUMBER:



DUNS NUMBER:



APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **02 March 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

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

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- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 7 (Financial Difficulties)
- Joint Schedule 8 (Guarantee) - Not Used
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Joint Schedule 12 (Supply Chain Visibility) – Not Used.
- **Call-Off Schedules for RM6179 - SIA 793 - Digital Support & Improvement' – Legal Support Requirements**
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer) – Not Used
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details) - **Amended**
 - Call-Off Schedule 6 (ICT Services) - Not Used
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security) - Not Used
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 11 (Installation Works) – Not Used
 - Call-Off Schedule 12 (Clustering) – Not Used
 - Call-Off Schedule 13 (Implementation Plan and Testing) – Not Used
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking) – Not Used
 - Call-Off Schedule 17 (MOD Terms) - Not Used
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 19 (Scottish Law) – Not Used
 - Call-Off Schedule 20 (Call-Off Specification) - **Amended**
 - Call-off Schedule 21 (Northern Ireland Law) – Not Used
 - Call-Off Schedule 23 (HMRC Terms) – Not Used
 - Call-Off Schedule 24 (Special Schedule) – Not Used
 - Call-Off Schedule 25 (Secondment Agreement Template) – Not Used
- 5. CCS Core Terms (version 3.0.11)
- 6. Joint Schedule 5 (Corporate Social Responsibility) RM6179
- 7. Call-Off Schedule 4 (Call-Off Tender) – Not Used

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:

Special Term 1 : Conflict Waiver

"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."

Special Term 2: Modern Slavery Act 2015

1 Definitions

Modern Slavery Policy

means the Customer's anti-slavery and human trafficking policy as set out in Schedule [insert] as updated by the

*Customer and notified to the Supplier
from time to time;*

2 Modern slavery

2.1 The Supplier undertakes, warrants and represents that:

2.1.1 neither the Supplier nor any of its officers, employees, agents or subcontractors has:

- (a) committed an offence under the Modern Slavery Act 2015 (a **MSA Offence**); or*
- (b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or*
- (c) become aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;*

2.1.2 it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy

2.1.3 its responses to the Customer's modern slavery and human trafficking due diligence questionnaire are complete and accurate; and

2.1.4 it shall notify the Customer immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of the Supplier's obligations under Clause 1. Any notice under this Clause 2.1.4 shall set out full details of the circumstances concerning the breach or potential breach of the Supplier's obligations.

2.2 *Any breach of Clause 2 by the Supplier shall be deemed a material breach of the agreement and shall entitle the Customer to terminate the agreement*

3 Subcontracting

3.1 *The Supplier shall not assign, delegate, subcontract, transfer, novate, charge or otherwise dispose of all or any of its rights and responsibilities under this agreement, nor appoint any sub-contractor, sub-distributor or sub-agent without the prior written consent of the Customer, and subject to compliance with Clause 3.2 and 3.3 below.*

3.2 *Where the Supplier delegates or sub-contracts any of its duties or obligations under this agreement pursuant to Clause 3.1 it shall at all times remain liable to the Customer for the performance of all of its duties and obligations under this agreement. The contract that the Supplier has with a sub-contractor must:*

- 3.2.1 *be in writing;*
- 3.2.2 *contain substantially the same provisions as those provisions in this agreement, including an obligation to comply with the Modern Slavery Act 2015 and the Modern Slavery Policy; and*
- 3.2.3 *prohibit the sub-contractor from sub-contracting the services it has agreed with the Supplier to provide*
- 3.3 *If the Customer agrees that the Supplier may subcontract its obligations, the Supplier shall ensure it has the ability to audit its sub-contractor to ensure compliance with the Modern Slavery Policy.*

4 Reports, records and audit

- 4.1 *The Supplier shall during the term of this Agreement and for the period of six years thereafter maintain such records relating to the Services provided to the Customer under this agreement as may be necessary to trace the supply chain of such Services and to enable the Customer to determine the Supplier's compliance with the Modern Slavery Policy.*
- 4.2 *The Customer (or a third party acting on its behalf) shall have the right from time to time at its own cost to conduct an audit of the Supplier's operations, facilities and working conditions and its quality, environmental, ethical and health and safety procedures and systems to ensure the Supplier has the appropriate facilities, procedures, systems and personnel appropriate to and as may be required for the Supplier to perform the Services in accordance with this agreement and the Modern Slavery Policy and for that purpose shall be entitled to have access to the Supplier's premises and to any premises of the Supplier's sub-contractors or agents where the Services are being performed during normal working hours on giving reasonable notice to the Supplier.*

OR

- 4.3 *The Supplier shall carry out an annual audit to monitor its compliance with the Modern Slavery Policy and provide a copy of the audit report to the Customer within 30 days of the date of the audit.*
- 4.4 *The Supplier shall, at its own cost, perform appropriate remediation actions to address any issues or failures identified by an audit carried out pursuant to Clause 5 within such timescales as are agreed with the Customer. The nature of the remediation action to be taken is at the discretion of the Supplier, but such action must address the relevant findings of the audit.*
- 4.5 *The Supplier shall prepare and deliver to the Customer no later than 31 March each year, an annual slavery and human trafficking report setting out the steps*

it has taken to ensure slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.

5 Training

- 5.1 *The Supplier shall conduct a programme of regular training for its officers, employees, agents, subcontractors and other members of its supply chain to ensure compliance with the Modern Slavery Policy.*
- 5.2 *The Supplier shall keep a record of all training offered and completed under Clause 5.1 and shall make a copy of such records available to the Customer on request*

6 Indemnity

The Supplier shall indemnify and hold harmless the Customer and its directors, officers and employees in full and on demand from and against any and all liabilities, claims, fines, demands, damages, losses or expenses (including legal and other professional advisers' fees and disbursements), interest and penalties incurred by them howsoever arising whether wholly or in part resulting from a breach of the Modern Slavery Policy.

Special Term 3: Supplier Taxation Clause and Additional

Taxation Obligations of the Supplier

1 The relationship between the SIA and the Supplier will be that of "independent contractor" which means that the Supplier is not an employee, worker, agent or partner of the SIA and the Supplier will not give the impression that they are.

1.1 The Supplier in respect of consideration shall always comply with the income tax Earnings and Pensions Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.

1.2 Where Supplier is liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.

1.3 The SIA may, at any time during the term, completion extension or post termination of this contract, request (Supplier) to provide information which demonstrates how Supplier complies with its obligations under tax and National Insurance Clauses 1.1 and 1.2 above or why those clauses do not apply to it.

2. As this is not an employment Contract the Supplier will be fully responsible for all their own tax including any national insurance contributions arising from carrying out the Services.

3.A request under Clause 1.3 above may specify the information which Supplier shall provide and the period within which that information must be provided.

4. In the case of a request mentioned in Clause 1.3 above, the provision of inadequate information or a failure to provide the information within the requested period, during any term or extension, may result in the SIA terminating the contract.

5. Any obligation by Supplier to comply with Clause 1.1 and 1.2 shall survive any extension, completion or termination and Supplier obligations to Indemnify the SIA shall survive without limitation and until such time as any of these obligations are complied with.

6. The SIA may supply any information, including which it receives under clause 1.3 to the commissioners of His Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.

7. If the SIA has to pay any such tax under clauses 1.1 and 1.2 then the Supplier will pay back to the SIA in full, any money that the SIA has to pay, and they will also pay back the SIA for any fine or other punishment imposed on the SIA because the tax or national insurance was not paid by the Supplier.

8. Right to provide a substitute

*8.1 The CREDIT STYLE Research Limited (**the Supplier**) may at any time, with the prior written approval of the Security Industry Authority (**the Customer**), appoint a substitute with equivalent skill and expertise to perform the Services instead of the Individual (the Substitute). The Supplier will provide an overlap period of up to [ten] working days during which the Individual will ensure that the Substitute fully understands the requirements of the Customer and the work involved in the provision of the Services. The Supplier will not charge the Customer any extra fee for this overlap period. The Supplier will continue to invoice the Customer in accordance with Order Form and will be responsible for the remuneration of the Substitute. Any reference in this Agreement to the Individual will include any Substitute appointed in accordance with this clause.*

9. Expenses

9.1 The Supplier will be responsible for all out-of-pocket expenses and normal overhead expenditure incurred by it in the performance of its duties under this Agreement. For the avoidance of doubt the Supplier will not be reimbursed separately for these expenses.

10. Income tax and National Insurance contributions

10.1 The Supplier will, as far as is required by law, be responsible for and will account to the appropriate authorities for all income tax liabilities and NICs or similar contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with fees paid and/or benefits provided as a result of the performance of the Services and/or any payment or benefit received by the Individual and/or any Substitute in respect of the Services.

10.2 Where the Engagement is a Deemed Employment Engagement, the Customer will be permitted to make any such deductions for tax or NICs from the Fee as required by law in accordance with the determination made by the Customer.

10.3 If any claim, assessment or demand is made against the Customer payment of any income tax or NICs or other similar contributions arising from or due in

connection with either the performance of the Services or any payment or benefit received by the Supplier and/or the Individual in respect of the Services, the Supplier will, where such recovery is not prohibited by law, indemnify the Customer against any liability, claim, assessment or demand. The Supplier will further indemnify the Customer against all costs and expenses and any penalty, fine or interest incurred or payable or paid by the Customer in connection with or in consequence of any such liability, assessment or claim other than where such costs, expenses or any penalty, fine or interest arise out of the Customer's negligence or wilful default.

10.4 *The Customer may, at its sole discretion, satisfy the indemnity in Clause 10.3 (in whole or in part) by way of deduction from any payments to be made by the Customer to the Supplier.*

10.5 *The Supplier warrants that it is not, nor will it prior to the cessation of this Agreement become, a managed service Customer within the meaning of [section 61B](#) of the Income Tax (Earnings and Pensions) Act 2003.*

10.6 *The Supplier warrants that the Individual has a material interest in the Supplier, within the meaning of [section 51\(3\)–\(4\)](#) of the Income Tax (Earnings and Pensions) Act 2003.*

11. No employment or benefits

1. While acting as a supplier for the Customer, the status of the Supplier will be that of an independent contractor and as such the Supplier and/or the Individual and/or anyone else who works for the Supplier will not be entitled to any pension, bonus, holiday, sickness or other fringe benefits from the Customer and nothing in the terms of this Agreement will render the Supplier or the Individual an agent, officer, employee, worker or partner of the Customer and the Supplier will not hold itself out as such, and will procure that the Individual will not hold [himself OR herself] out as such.

11.2 *The Supplier will be fully responsible for, and will indemnify the Customer and in respect of any liability for any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Individual, anyone engaged by Supplier and/or any Substitute against the Customer arising out of or in connection with the provision of the Services"*

CALL-OFF START DATE: 02 March 2023

CALL-OFF EXPIRY DATE: 02 September 2024

CALL-OFF INITIAL PERIOD: 18 Months

CALL-OFF OPTIONAL EXTENSION PERIOD: up to 6 months

WORKING DAY: Weekdays Monday-Friday, 9am – 5pm

CALL-OFF DELIVERABLES



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

MANAGEMENT OF CONFLICT OF INTEREST

See Special Term 1

CONFIDENTIALITY

No additional measures.

IPR

Not Used

MAXIMUM LIABILITY

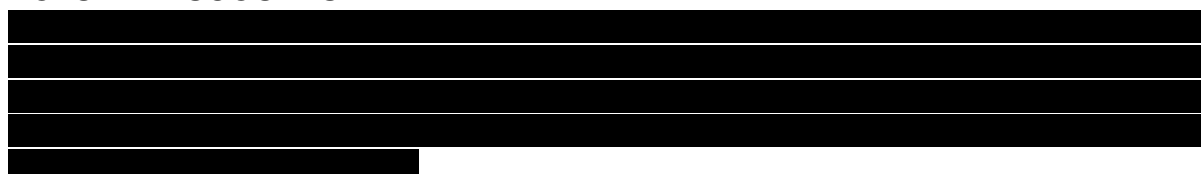
The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms, and as amended by the Framework Special Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is in line with Call off Schedule 5

CALL-OFF CHARGES

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

VOLUME DISCOUNTS



REIMBURSABLE EXPENSES

None

DISBURSEMENTS

None

ADDITIONAL TRAINING CHARGE

None

SECONDMENT CHARGE

None

PAYMENT METHOD

All invoices must include the relevant valid Purchase Order (PO) number. Any invoices received without a valid PO number will be rejected. The Buyer shall raise a

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

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total contract value PO following contract signature and shall provide the PO number to the Supplier.

BUYER'S INVOICING ADDRESS:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

None

BUYER'S SECURITY POLICY

Completion of the Baseline information Security Requirements Questionnaire

BUYER'S ICT POLICY

None

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
[REDACTED]
[REDACTED]

PROGRESS REPORT

Monthly on the first working day of each month.

PROGRESS REPORT FREQUENCY

Monthly on the first working day of each month.

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

[REDACTED]

KEY STAFF

[REDACTED]

KEY SUBCONTRACTOR(S)

[REDACTED]

COMMERCIALLY SENSITIVE INFORMATION

[REDACTED]

SERVICE CREDITS

[REDACTED]

ADDITIONAL INSURANCES

Employer's (Compulsory) Liability Insurance = £5M

Public Liability Insurance = £5M

Professional Indemnity Insurance = £2M

GUARANTEE

[REDACTED]

SOCIAL VALUE COMMITMENT

[REDACTED]

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	[REDACTED]	Signature:	[REDACTED]
Name:	[REDACTED]	Name:	[REDACTED]
Role:	[REDACTED]	Role:	[REDACTED]
Date:	[REDACTED]	Date:	[REDACTED]