

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

Order Form

CALL-OFF REFERENCE:	E7307
THE BUYER:	Defence Innovation Unit Ministry of Defence
BUYER ADDRESS:	Main Building Zone G.I Ministry of Defence MOD Main Building, Whitehall, London SW1A 2HB
THE SUPPLIER:	Dentons UK and Middle East LLP
SUPPLIER ADDRESS:	One Fleet Place, London, EC4M 7WS,
REGISTRATION NUMBER:	OC322045
DUNS NUMBER:	779522056

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 2 – Finance and Complex Legal Services

CALL-OFF INCORPORATED TERMS

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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
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
On signature by both parties.
CALL-OFF EXPIRY DATE
On completion of the Call-Off Deliverables.

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CALL-OFF DELIVERABLES (CALL-OFF SPECIFICATION)

The call off relates to a limited partnership agreement (LPA) governed by the laws of Luxembourg. The LPA is the legal vehicle for an investment fund, the NATO Investment Fund (NIF). The Secretary of State for Defence (SSD) has decided to participate in the NIF and in order to do so, enter into the LPA by becoming a limited partner.

The Supplier provided advice in the form of a report (the Report) on 13 April 2022 to HM Treasury on an earlier iteration of the draft. This report was written in in order to identify any provisions that we consider to be: (i) contradictory to HMT's intentions as previously discussed; (ii) off-market; or (iii) otherwise particularly noteworthy.

Since the Report was written:

[REDACTED]

MOD therefore need:

- An update of the report;
- Comments (in the same terms as the report on):

[REDACTED]

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).

The Supplier shall not, except where expressly authorised by the MoD Legal Advisers, advise on any of the following matters:

- Procurement law
- Subsidies
- Public Law
- SSCR
- TUPE
- IPR

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IPR

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.

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.

CALL-OFF CHARGES



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 (FOR TRAVEL, SUBSISTANCE AND HOTEL ACCOMMODATION)

Recoverable in accordance with the Ministry of Defence Business Travel Policy, provided authorised in advance:



Business-Travel-Gui
de.docx

DISBURSEMENTS

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Payable, provided authorised in advance.
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 [REDACTED] HO Commercial Business Partner 4 nathan.lewis677@mod.gov.uk Imjin Barracks, Innsworth House, Gloucester, GL3 1HW
SUPPLIER'S AUTHORISED REPRESENTATIVE [REDACTED] Lead Partner [REDACTED] One Fleet Place, London, EC4M 7WS
KEY SUPPLIER STAFF – N/A
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.

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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

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.

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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) Annex 1: List of Transparency Reports and/or other reports [List reports required: title, content, format, frequency]
CALL-OFF SCHEDULE 2 (STAFF TRANSFER) No transfer at the start - Parts C, D and E apply
CALL-OFF SCHEDULE 3 (CONTINUOUS IMPROVEMENT)
[CALL-OFF SCHEDULE 4 (CALL-OFF TENDER)] [Include anything relevant in the Supplier's tender]
[CALL-OFF SCHEDULE 5 (PRICING DETAILS)]
[CALL-OFF SCHEDULE 7 (KEY SUPPLIER STAFF)]
CALL-OFF SCHEDULE 17 (MOD TERMS) [Annex 1: Defcons and Deforms] The following MoD Defcons and Deforms apply to this Call-Off Contract:
[CALL-OFF SCHEDULE 20 (CALL-OFF SPECIFICATION)]
CALL-OFF SCHEDULE 24 (SPECIAL SCHEDULE)





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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:	Lead Partner	Role:	HO Commercial Business Partner
Date:	26 May 2023	Date:	01/11/2023

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