

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

## Order Form

CALL-OFF REFERENCE: TCA 3-7-1298

THE BUYER: Maritime & Coastguard Agency (MCA)

BUYER ADDRESS Spring Place, 105 Commercial Road,  
Southampton, S015 1EG

THE SUPPLIER: DWF LLP

SUPPLIER ADDRESS: 2 Hardman Street, Manchester, M3 3AA

REGISTRATION NUMBER: OC328794

DUNS NUMBER: 224225448

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated TBC.

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. 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 TCA 3-7-1298
  - Call-Off Schedule 1 (Transparency Reports)
  - Call-Off Schedule 3 (Continuous Improvement)
  - Call-Off Schedule 5 (Pricing Details)
  - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
  - Call-Off Schedule 9 (Security)
  - Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 14 (Service Levels)
  - Call-Off Schedule 15 (Call-Off Contract Management)
  - Call-Off Schedule 19 (Scottish Law)
  - Call-Off Schedule 20 (Call-Off Specification)
  - Call-off Schedule 21 (Northern Ireland Law)
  - Call-Off Schedule 25 (Secondment Agreement Template)
- 4. CCS Core Terms (version 3.0.11)
- 5. Joint Schedule 5 (Corporate Social Responsibility) RM6179
- 6. Call-Off Schedule 4 (Call-Off Tender)

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:

None

CALL-OFF START DATE: 3<sup>RD</sup> of April 2023

CALL-OFF EXPIRY DATE: 2<sup>ND</sup> of April 2027

CALL-OFF INITIAL PERIOD: 4 YEARS ONLY

#### WORKING DAY

The main MCA operations in HQ are undertaken Monday to Friday. His Majesty's Coastguard, MCA Surveyors and the MCA Regulatory Compliance Investigation Team are however are 24/7 365 days of the year operation.

Usually this service will be delivered during normal working days. However as and when required, the Supplier shall provide services at the weekend or Bank Holidays depending upon the urgency of the work required.

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

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### CALL-OFF DELIVERABLES

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).

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

### MANAGEMENT OF CONFLICT OF INTEREST

Nothing additional to the CCS Core Terms.

### CONFIDENTIALITY

Nothing additional to the CCS Core Terms.

### IPR

Nothing additional to the CCS Core Terms.

### 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 **£XXXXX Redacted under FOI Regulation No 43 – Commercial Interests**

### CALL-OFF CHARGES

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

### 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. It should be noted however that Travel & Subsistence Payments must align with Department for Transport's Travel and Subsistence Policy. A copy of which will be supplied during contract implementation.

### DISBURSEMENTS

Payable

### ADDITIONAL TRAINING CHARGE

Not applicable.

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### SECONDMENT CHARGE

If a Secondment requirement arises during the Contract Period, it can be dealt with using the Variation Procedure and Joint Schedule 2 (Variations).

### PAYMENT METHOD

The payment method is BACS. The MCA will be invoiced monthly for the work that has been carried out on matters under this framework.

The Buyer will pay the Supplier within 30 days of receipt of a valid invoice. All invoices must include the relevant Contract Reference Number found on this Order Form, the details of the relevant service provision and dates as well as the Purchase Order Number quoted.

### BUYER'S INVOICING ADDRESS:

Maritime & Coastguard Agency (Accounts Payable)

Ssa.invoice@dftssc.gov.uk

5 Sandringham Park

Swansea Vale

Swansea

SA7 0EA

### BUYER'S AUTHORISED REPRESENTATIVE

**XXXXXX Redacted under FOIA No 40 – Personal Information**

Head of the UK Regulatory Compliance Investigations Team (RCIT)

**XXXXXX Redacted under FOIA No 40 – Personal Information**

**XXXXXX Redacted under FOIA No 40 – Personal Information**

**XXXXXX Redacted under FOIA No 40 – Personal Information**

Regulatory Compliance Investigations Team (RCIT) Engagement Lead

**XXXXXX Redacted under FOIA No 40 – Personal Information**

**XXXXXX Redacted under FOIA No 40 – Personal Information**

### BUYER'S ENVIRONMENTAL POLICY



DfT Corporate  
Environmental Policy.pdf

### BUYER'S SECURITY POLICY

InfoSec 15.3 Security Aspects Letter.

If requested to do so by the Buyer, the Supplier will, within 5 Working Days of the date of the Call-Off Contract, develop, obtain Buyer's approval of, maintain and observe a Security Management Plan and an Information Security Management System (ISMS) which, after Buyer approval, will apply during the term of the Call-Off Contract.

Framework Ref: RM6179

Project Version: v1.0

Model Version: v3.7

Both the ISMS and the Security Management Plan will comply with the security policy of the Buyer and protect all aspects of the Services, and all processes associated with the delivery of the Specification.



Security Aspects  
Letter - InfoSec15.3 (J)

BUYER'S ICT POLICY  
As Above

SUPPLIER'S AUTHORISED REPRESENTATIVE  
**XXXXXX Redacted under FOIA No 40 – Personal Information**  
DWF LLP Partner & MCA Client Relationship Manager  
**XXXXXX Redacted under FOIA No 40 – Personal Information**

**XXXXXX Redacted under FOIA No 40 – Personal Information**  
Group Health, Safety & Environmental Manager  
**XXXXXX Redacted under FOIA No 40 – Personal Information**

SUPPLIER'S CONTRACT MANAGER  
**XXXXXX Redacted under FOIA No 40 – Personal Information**  
Client Relationship Manager  
**XXXXXX Redacted under FOIA No 40 – Personal Information**

PROGRESS REPORT FREQUENCY  
Monthly meetings and project catch-ups as required

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY  
To be determined by the Head of Regulatory Compliance and Investigations Team (RCIT).

KEY STAFF  
**XXXXXX Redacted under FOIA No 40 – Personal Information**  
DWF LLP Partner & MCA Client Relationship Manager  
**XXXXXX Redacted under FOIA No 40 – Personal Information**

**XXXXXX Redacted under FOIA No 40 – Personal Information**  
DWF LLP Director  
**XXXXXX Redacted under FOIA No 40 – Personal Information**

**XXXXXX Redacted under FOIA No 40 – Personal Information**  
Senior Associate – DWF LLP – Senior Associate  
**XXXXXX Redacted under FOIA No 40 – Personal Information**

***XXXXXX Redacted under FOIA No 40 – Personal Information***

DWF LLP – Associate

***XXXXXX Redacted under FOIA No 40 – Personal Information***

***XXXXXX Redacted under FOIA No 40 – Personal Information***

DWF LLP – Senior Paralegal

***XXXXXX Redacted under FOIA No 40 – Personal Information***

***XXXXXX Redacted under FOIA No 40 – Personal Information***

DWF LLP – Partner

***XXXXXX Redacted under FOIA No 40 – Personal Information***

***XXXXXX Redacted under FOIA No 40 – Personal Information***

DWF LLP – Director

***XXXXXX Redacted under FOIA No 40 – Personal Information***

***XXXXXX Redacted under FOIA No 40 – Personal Information***

DWF LLP – Director – Head of Intelligence Team

***XXXXXX Redacted under FOIA No 40 – Personal Information***

***XXXXXX Redacted under FOIA No 40 – Personal Information***

DWF LLP – Partner - Head of Forensic

***XXXXXX Redacted under FOIA No 40 – Personal Information***

***XXXXXX Redacted under FOIA No 40 – Personal Information***

DWF LLP – Forensic Accountant

***XXXXXX Redacted under FOIA No 40 – Personal Information***

***XXXXXX Redacted under FOIA No 40 – Personal Information***

Head of eDiscovery

***XXXXXX Redacted under FOIA No 40 – Personal Information***

***XXXXXX Redacted under FOIA No 40 – Personal Information***

DWF LLP – Marine & Trade Partner

***XXXXXX Redacted under FOIA No 40 – Personal Information***

***XXXXXX Redacted under FOIA No 40 – Personal Information***

Partner Corporate Services

***XXXXXX Redacted under FOIA No 40 – Personal Information***

***XXXXXX Redacted under FOIA No 40 – Personal Information***

DWF LLP Group Health, Safety & Environmental Manager

***XXXXXX Redacted under FOIA No 40 – Personal Information***

KEY SUBCONTRACTOR(S)  
N/A

COMMERCIALLY SENSITIVE INFORMATION  
*Redacted under FOI Regulation No 43 – Commercial Interests*

SERVICE CREDITS  
*Redacted under FOI Regulation No 43 – Commercial Interests*

ADDITIONAL INSURANCES  
Not applicable

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 in Call-Off Schedule 4 (Call-Off Tender).

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	<i>XXXXXX Redacted under FOIA No 40 – Personal Information</i>	Signature:	<i>XXXXXX Redacted under FOIA No 40 – Personal Information</i>
Name:	<i>XXXXXX Redacted under FOIA No 40 – Personal Information</i>	Name:	<i>XXXXXX Redacted under FOIA No 40 – Personal Information</i>
Role:	Partner, DWF	Role:	Head of Regulatory Compliance and Investigations Team (RCIT)
Date:	15/03/2023	Date:	15/03/2023