**Framework Schedule 6 (Order Form Template and Call-Off Schedules)**Crown Copyright 2020

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

CALL-OFF REFERENCE: CR\_2139

THE BUYER: Export Credits Guarantee Department, acting as UK

Export Finance

BUYER ADDRESS 1 Horse Guards Road, London SW1A 2HQ

|  |  |
| --- | --- |
| THE SUPPLIER: SUPPLIER ADDRESS:REGISTRATION NUMBER: DUNS NUMBER: SID4GOV ID: | Sidley Austin LLP1 S Dearborn St Ste 900Chicago606032323United States050050988 |

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 4 August 2022

It's issued under the Framework Contract with the reference number RM6183 for the provision of advice on WTO law.

CALL-OFF LOT:

Lot 1: International Trade and Disputes

Framework Ref: RM6183

Project Version: v1.0 1
Model Version: v3.6

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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) RM6183
3. The following Schedules in equal order of precedence:
* Joint Schedules for RM6183
* 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)
* Joint Schedule 13 (Legal Services)
* Call-Off Schedules for RM6183
* Call-Off Schedule 1 (Transparency Reports)
* Call-Off Schedule 2 (Staff Transfer)
* Call-Off Schedule 3 (Continuous Improvement)
1. CCS Core Terms (version 3.0.8)
2. Joint Schedule 5 (Corporate Social Responsibility) RM6183

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 - Conflicts Waiver

CALL-OFF START DATE: 4 August 2022

CALL-OFF EXPIRY DATE: 4 October 2022

CALL-OFF INITIAL PERIOD: 2 months

Framework Ref: RM6183

Project Version: v1.0 2
Model Version: v3.6

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CALL-OFF DELIVERABLES

[THIS TEXT HAS BEEN REDACTED]

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year £15,000 + VAT Estimated Charges in the first 12 months of the Contract.

CALL-OFF CHARGES

£15,000 (exclusive of VAT)

REIMBURSABLE EXPENSES
None

PAYMENT METHOD

Monthly in arrears to below bank account

Suppliers bank account details: [REDACTED]

Account Name: [REDACTED]

Account Number: [REDACTED]

IBAN: [REDACTED]

Sort Code: [REDACTED]

SWIFT Code: [REDACTED]

BUYER'S INVOICE ADDRESS:

[REDACTED]

Legal Adviser

[REDACTED]

UK Export Finance, 1 Horse Guards Road, London, SW1A 2HQ

Framework Ref: RM6183

Project Version: v1.0 3
Model Version: v3.6

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BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Legal Adviser

[REDACTED]

UK Export Finance, 1 Horse Guards Road, London, SW1A 2HQ

BUYER'S ENVIRONMENTAL POLICY

UK Export Finance: Environmental, Social and Human Rights policy - GOV.UK ([www.gov.uk](http://www.gov.uk))

BUYER'S SECURITY POLICY

Cyber Essentials Scheme: overview - GOV.UK ([www.gov.uk](http://www.gov.uk))

Security policy framework - GOV.UK ([www.gov](http://www.gov).ukl

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Partner

[REDACTED]

Sidley Austin LLP

1, rue du Pre-de-la-Bichette

1202 Geneva, Switzerland

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

Partner

[REDACTED]

Sidley Austin LLP

1, rue du Pre-de-la-Bichette

1202 Geneva, Switzerland

PROGRESS REPORT FREQUENCY
Not Applicable

PROGRESS MEETING FREQUENCY
Not Applicable

KEY STAFF

Not Applicable

KEY SUBCONTRACTOR(S)
Not Applicable

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ADDITIONAL INSURANCES
Not Applicable

GUARANTEE
Not applicable

SOCIAL VALUE COMMITMENT
Not applicable

**For and on behalf of the Supplier: For and on behalf of the Buyer:**

Framework Ref: RM6183

Project Version: v1.0 5
Model Version: v3.6

Signature: [REDACTED]

Name: [REDACTED]

Role: Co-Head of Legal

Date: 11/10/2022

Signature: [REDACTED]

Name: [REDACTED]

Role: Partner

Date:11/10/2022

**Proposed Special Term - Conflicts Waiver**

**The Supplier has numerous clients that rely upon it** for general representation and many of those clients are routinely adverse to international, national, subnational, and local government entities and officials. In particular, the Supplier has longstanding **relationships with many clients that it assists in matters related to international trade and investment law, including other WTO Members and commercial entities. The** Supplier assists these clients with respect to trade and investment matters before the World Trade **Organization. The Supplier also assists clients in matters that may be adverse to the UK or HM's Government, or to HM's Government's departments,** enterprises, businesses, officials or representatives. Such matters may arise 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 Suppliers 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 Export** Credits Guarantee Department, acting as UK Export Finance (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 the Buyer agrees that the Supplier may **represent such Other Client, the Buyer waives any conflict of interest arising from such representation, and 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 shared by the Buyer with the Supplier is kept confidential and screened from other Supplier lawyers not working on the Buyer's matters.**

**The Buyer acknowledges that it has had an opportunity to consult with** other counsel **(in-house or otherwise) before agreeing to this waiver.**