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

Order Form

CALL-OFF REFERENCE:	**NBC Programme and Weybridge Legal Support**
THE BUYER:	Secretary of State for the Environment, Food, and Rural Affairs
BUYER ADDRESS:	Department for Environment, Food and Rural Affairs (Defra) 2 Marsham Street, London, United Kingdom SW1P 4DF
THE SUPPLIER:	Mills & Reeve LLP
SUPPLIER ADDRESS:	24 King William Street, London, EC4R 9AT
REGISTRATION NUMBER:	OC326165
DUNS NUMBER:	219268914
SID4GOV ID:	Not applicable

APPLICABLE FRAMEWORK CONTRACT
This Order Form is for the provision of the Call-Off Deliverables and dated [11]th November 2025.
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
     - 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 "**NBC and Weybridge DgP Legal Services"**
     - Call-Off Schedule 1 (Transparency Reports)
     - Call-Off Schedule 3 (Continuous Improvement)
     - Call-Off Schedule 7 (Key Supplier Staff)
     - Call-Off Schedule 10 (Exit Management)
     - Call-Off Schedule 20 (Call-Off Specification)
     - Call-Off Schedule 24 (Special Schedule)
5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) RM6179
7. Signed Security Aspects Letter V4.0

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:

<u>Special Term 1</u> This Special Term 1 may be incorporated into the Buyer's Call-Off Contract where a Conflict Waiver is requested by the Supplier:

"*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."

CALL-OFF START DATE: 01/12/2025

CALL-OFF EXPIRY DATE: 30/11/2026

CALL-OFF INITIAL PERIOD: 12 months

CALL-OFF OPTIONAL EXTENSION PERIOD:

1. **1st Optional extension period 8 months (1st December 2026- 31st July 2027)**
2. **2nd Optional extension period 5 months (1st August – 31st December 2027) to the end of RIBA 5 National Biosecurity Centre Programme**

WORKING DAY
For the purposes of this Call-Off Contract, "**Working Day**" shall mean any day, including Saturdays and Sundays and public holidays.

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 (Version 3.0.11).

CONFIDENTIALITY
Nothing additional to the CCS Core Terms (Version 3.0.11).

IPR
Nothing additional to the CCS Core Terms (Version 3.0.11).

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.

Termination Clause – Services No Longer Required
The Client may terminate this Agreement, in whole or in part, if the services provided under this Agreement are no longer required, by giving the Contractor at least 30 days' written notice.
Upon receipt of such notice, the Contractor shall:

- Immediately cease all work related to the terminated services.
- Deliver to the Client all completed work and any work in progress, along with any materials or information provided by the Client.
- Submit a final invoice for services performed up to the termination date.

The Client shall pay the Contractor for all services properly performed and approved expenses incurred up to the effective date of termination. No further compensation shall be due for unperformed services.

CALL-OFF CHARGES

The call off contract is on a fixed price basis. The cost of the contract is [redacted] for the initial period. The options and extensions shall be priced, as per below table below:

Initial 12 month	8 month extension	5 month extension	Total
[redacted]	[redacted]	[redacted]	[redacted]

The following named resource commitments shall apply:

- [redacted]- Partner level: 2 days per month
- [redacted]- Principal Associate level: 1 day per month
- [redacted]- Senior Associate level: 1 day per week

These charges are based on the rates set out in the table below:

Named resource	Function / Support areas / Role	Hourly Rate
[redacted]	**Partner**	[redacted]
[redacted]	**Principle Associate**	[redacted]
[redacted]	**Senior Associate**	[redacted]

An optional allocation of [redacted] per 12-month period has been set aside to cover additional resources, if required. The total maximum value of this contract is detailed in the table below:

Initial 12 month	8 month extension	5 month extension	Total
[redacted]	[redacted]	[redacted]	**£684,616.25**

The Supplier shall invoice the Buyer monthly in arrears for the core fixed fee above (being [redacted] + VAT), and for any additional resources agreed to be provided during the relevant month. The core fixed fee is based on the above named resources each providing services for 7.5 hours per day for each of the days allocated above. The 7.5 hours of support may be spread over multiple calendar days.

The Supplier shall provide a monthly report to the Buyer during the term of this call off contract setting out the level of utilisation of the above days (calculated on the basis of 7.5 hours per day). Where any time included in the core fixed fee has not been used by the Buyer within the relevant month, it may be carried over for up to one month and used by the Buyer in that following month.

Where the Buyer requires days outside of the monthly allocation above (taking into account any time carried over from the previous month) or time to be spent by Supplier resources other than the named resources above, this shall be charged as part of the optional additional resource allocation set out above.

The Supplier shall not exceed the core fixed fee above without prior approval from the Buyer, and the sum chargeable under this call of contract shall in no event exceed the maximum contract value set out above.

Stuart Thompson is not available during December 2025. The Supplier and Buyer shall agree whether to carry over the relevant time, to allocate a substitute resource for the relevant 2 days, or to apply an appropriate cost reduction in respect of December 2025.

REIMBURSABLE EXPENSES
None

DISBURSEMENTS
Payable - Disbursements shall only be payable where the Buyer has authorised that the Disbursements may be incurred in advance.

ADDITIONAL TRAINING CHARGE
None

PAYMENT METHOD
Suppliers payment details:
HSBC UK Bank plc
Sort Code 40-33-33 | Account No 92439417
BIC No HBUKGB4111L
IBAN No GB26 HBUK 4033 3392 4394 17

Payment in arrears upon submission of a compliant Invoice.

Payment by Purchase Order on receipt of a valid invoice.

BUYER'S INVOICING ADDRESS:
All invoices, after verified and approved by the Panel Services Management (PSM) Team and Buyer (CLG DEFRA Lead Lawyers and Client), must be sent, quoting a valid purchase order number (PO Number), and sent to:

Panel Services Management (PSM) Team
Government Legal Department
[redacted]

NBC Programme Commercial team:
[redacted]

Final Invoices will be sent for payment to:

[redacted]

BUYER'S AUTHORISED REPRESENTATIVE
[redacted]
Senior Lawyer, Commercial Law Group (CLG) Defra
Government Legal Department
102 Petty France, Westminster, London SW1H 9GL
Telephone: [redacted]
Email: [redacted]

[redacted]
Senior Commercial Manager
Defra group Commercial/NBC Programme
Seacole Building, 2 Marsham St, London SW1P 4DF
Email: [redacted]

BUYER'S ENVIRONMENTAL POLICY
Available on request

BUYER'S SECURITY POLICY
As per the Security Aspects Letter – at Schedule XXX

BUYER'S ICT POLICY
Available on request

SUPPLIER'S AUTHORISED REPRESENTATIVE
[redacted]
Partner and RM6179 Framework Manager
T: [redacted] | M: [redacted]
[redacted]

SUPPLIER'S CONTRACT MANAGER
[redacted]
Partner

T: [redacted] | M: [redacted]
[redacted]

PROGRESS REPORT
WIP report sent monthly to buyer

PROGRESS REPORT FREQUENCY
On the last working day of each calendar month

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY
Monthly progress meeting to discuss WIP report and progress

KEY STAFF
[redacted]
Partner
T: [redacted] | M: [redacted]
[redacted]

[redacted]
Principal Associate
T: [redacted] | M: [redacted]
[redacted]

[redacted]
Senior Associate
T: [redacted] | M: [redacted]
[redacted]

KEY SUBCONTRACTOR(S)
Not applicable

COMMERCIALLY SENSITIVE INFORMATION
As per Joint Schedule 4 (Commercially Sensitive Information) and this shall refer to the Call-Off Charges section of this Schedule 6

SERVICE CREDITS
Not applicable

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-Schedule-20-Specification-v3 CLG (TC) 6.11.23 v3 and that it will comply with the social value commitments in the framework.

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]