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

# **Order Form**

CALL-OFF REFERENCE: 43070014306

THE BUYER: Health and Safety Executive

BUYER ADDRESS Redgrave Court

Merton Road

Bootle Merseyside L20 7HS

THE SUPPLIER: DLA Piper

SUPPLIER ADDRESS: DLA Piper UK LLP

Two Chamberlain Square

Paradise Birmingham B3 3AX

#### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 27 April 2022.

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:** 

Lot 1- General Legal Advice and Services

Framework Ref: RM6179

#### Framework Schedule 6 (Order Form)

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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.
- 2. Joint Schedule 1(Definitions and Interpretation) RM6179
- 3. The following Schedules in equal order of precedence
  - Joint Schedules for RM6179
    - o Joint Schedule 3 (Insurance Requirements)
    - o Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 11 (Processing Data)
  - Call-Off Schedules for 43070014306
    - Call-Off Schedule 1 (Transparency Reports)
    - Call-Off Schedule 2 (Staff Transfer)
    - Call-Off Schedule 3 (Continuous Improvement)
    - Call-Off Schedule 24 (Special Schedule)
- 4. CCS Core Terms (version 3.0.11)
- 5. Joint Schedule 5 (Corporate Social Responsibility) RM6179

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.

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CALL-OFF START DATE: 27 April 2022

CALL-OFF EXPIRY DATE: On completion of the Deliverables

CALL-OFF DELIVERABLES 3 May 2022

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 provide advice to Health and Safety Executive on use of EU reports developed under the biocidal products regime in accordance with instructions provided. Huw Cookson shall provide the deliverable with assistance from Partner level at 1 hour of their time. The deliverable should take no longer than 5 working days. The first request within the deliverable (jurisdiction) should be completed and advice given on Tuesday 3 May 2022. Following receipt of that advice, HSE shall instruct Supplier to proceed with the second request within the deliverable (intellectual property rights). The scope and costs for the second request (intellectual property rights) are outside of the scope and costs of the first request, as stated blow and will be estimated for separately.

#### 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 £2,204 plus VAT.

#### **CALL-OFF CHARGES**

The Charges are calculated at the per hour rate of one Senior Associate (£265 p/h) for 7 hours, and one Partner (£349 p/h) for one hour.

REIMBURSABLE EXPENSES None

**DISBURSEMENTS** Not Payable

PAYMENT METHOD BACS transfer

**BUYER'S INVOICING ADDRESS: NEWPORT SSCL - HEALTH & SAFETY EXECUTIVE** PO Box 401 **NEWPORT** NP10 8FZ Framework Ref: RM6179



## PROGRESS REPORT

Not required save for progress report and provision of advice on the issue of jurisdiction as set out in paragraphs 3 and 4 of the deliverable specification.

**KEY STAFF** 

KEY SUBCONTRACTOR(S) Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

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Annex C and D of the Specification contains commercially sensitive information provided to HSE. The Supplier is instructed to keep the information in confidence, ensure it is not distributed more widely, and that it is used only for the purpose of the deliverable.

SERVICE CREDITS Not applicable

A Critical Service Level Failure is: None delivery and failure to provide the engagement outlined in the Specification.

ADDITIONAL INSURANCES Not applicable

GUARANTEE Not applicable

SOCIAL VALUE COMMITMENT Not applicable

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