

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

Order Form

CALL-OFF REFERENCE:	TRAP3004 - Provision of Legal Advisers to support variations of the M25 Design Build Finance and Operate Contract and M6 Toll contractual and property and HS2 Interface matters.
THE BUYER:	Department for Transport
BUYER ADDRESS	Great Minster House, 33 Horseferry Road, London, SW1P 4DR
THE SUPPLIER:	DLA Piper UK LLP
SUPPLIER ADDRESS:	160 Aldersgate Street, London, EC14 4HT
REGISTRATION NUMBER:	OC307847
DUNS NUMBER:	73-862-3557
SID4GOV ID:	N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 13/06/2024 date of issue. It is issued under the Framework Contract with the reference number Legal Services Panel RM6179 for the provision of legal advice and services for **Provision of Legal Advisers to support variations of the M25 Design Build Finance and Operate Contract and M6 Toll contractual and property and HS2 Interface matters.**

CALL-OFF LOT(S):
Lot 2 – Financial and Complex Legal Services

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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) RM6179
3. Framework Special Terms
4. The following Schedules in equal order of precedence:

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- Joint Schedules for RM6179

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- 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)
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- Call-Off Schedules for TRAP3002

- Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 24 (Special Schedule)
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5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) RM6179
7. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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: 20th June 2024

CALL-OFF EXPIRY DATE: 19th June 2025

CALL-OFF INITIAL PERIOD: 12 Months

CALL-OFF OPTIONAL EXTENSION PERIOD – 1 x 6month Term.

WORKING DAY

As set out in the framework core terms (Joint schedule 1)

CALL-OFF DELIVERABLES

As set out in individual Work Orders (TRAP3004 Attachment 3 - Statement of Requirements)

The Buyer is entitled to 2 hours of free initial consultation and legal advice with each work package in accordance with Paragraph 5.2 of Framework Schedule 1 (Specification).

MANAGEMENT OF CONFLICT OF INTEREST

None identified

CONFIDENTIALITY

As set out in individual Work Orders and Statement of Requirements (section 14)

IPR

Clause 9 (IPRs) assigns all IPRs in the outputs from the Deliverables to the Supplier, with a licence from the Supplier to the Buyer to use, transfer and sub-licence such rights. If the Buyer requires an alternative arrangement in respect of IPRs, these should be specified here

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 **£300,000** in the first 12 months of the Contract.

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CALL-OFF CHARGES

The Supplier's Charges are set out in 3 distinct sections below, and are used to calculate the total charges under this agreement.

They are made up of fixed price cost components and a schedule of hourly & Daily rates for ad-hoc and additional work related to the Statement of Requirements (if needed):

Fixed Price Deliverables:

REDACTED

In addition, the follow schedule of rates is to be used for calculating Deliverable 7 for M25, deliverable 2 for M6 and any further ad-hoc work to meet the requirements:

Hourly Rates

REDACTED

Daily Rates

REDACTED

These rates are fixed and firm for the duration of the Term (including any future extensions).

The total contract value is **£400,000**. There is NO guarantee the Authority will spend this amount. This value cannot be exceeded without prior written permission from the Department.

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

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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

Payment will not be made in respect of:

- Handover from the Legal Adviser to DfTLA (providing that handover does not take longer than 30 minutes).
- Normal office overheads (e.g., hard copy reports, photocopying and postage, etc.)
- Internal supervision or checking the work of junior members of the team where duplication provides no demonstrable benefit;
- Travel and subsistence. unless that cost has been pre-approved.

DISBURSEMENTS

Disbursements shall only be payable where the Customer has authorised that the Disbursements may be incurred in advance.

PAYMENT METHOD

As set out in Statement of Requirements (section 15)

BUYER'S INVOICING ADDRESS:

REDACTED

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED

BUYERS CONTRACT MANAGER

REDACTED

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BUYER'S ENVIRONMENTAL POLICY

N/A

BUYER'S SECURITY POLICY

N/A

BUYER'S ICT POLICY

N/A

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED

SUPPLIER'S CONTRACT MANAGER

REDACTED

PROGRESS REPORT

Authority will discuss how this is set out during initial contract start up meetings

PROGRESS REPORT FREQUENCY

As set out in Section 8 of the Statement of Requirement

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

As set out in Section 8 of the Statement of Requirement

KEY STAFF

N/A

KEY SUBCONTRACTOR(S)

N/A

COMMERCIALLY SENSITIVE INFORMATION

See Schedule 14 Statement of Requirements

SERVICE CREDITS

N/A

ADDITIONAL INSURANCES

N/A

GUARANTEE

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N/A

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	REDACTED	Signature:	REDACTED
Name:	REDACTED	Name:	REDACTED
Role:	Partner	Role:	Commercial Relationship Manager
Date:	13 June 2024	Date:	13 June 2024

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