

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

Order Form

CALL-OFF REFERENCE	Project_11365
THE BUYER	Foreign, Commonwealth & Development Office, FCDO
BUYER ADDRESS	Commercial Directorate, Abercrombie House, Eaglesham Road, East Kilbride, Glasgow, G75 8EA
THE SUPPLIER	Burges Salmon LLP
SUPPLIER ADDRESS	One, Glass Wharf, Bristol, BS2 0ZX, England
REGISTRATION NUMBER	LLP number OC307212
DUNS NUMBER (<i>Data Universal Numbering System, a unique 9 digit number</i>)	738152433
SID4GOV ID (<i>Supplier registration service for government</i>)	

APPLICABLE FRAMEWORK CONTRACT

Date: 21st June 2024

This Order Form is for the provision of the Call-Off Deliverables under the Framework Contract ref. *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 omitted we are not using those schedules. If the documents conflict, the following order of precedence applies:

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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

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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 **Project_11365**

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- Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 24 (Special Schedule)

5. CCS Core Terms (version 3.0.11)

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6. 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.

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

Special Term 1

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,

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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.

Special Term 2

Where the Services provided under the Call-Off Contract include Legal Services and **Schedule 24 (Special Schedule) Legal Services Contract** applies, in addition to the amendments set out in Schedule 24, the following amendments shall be deemed incorporated into Schedule 24:

4. Pricing and Payments

4.12 Buyer (client) monies

- (a) The Supplier shall deposit Buyer monies with such banks as the Supplier may from time to time decide in accordance with its regulators' Accounts Rules.
- (b) The Supplier has no immediate control over these monies while they are held on deposit and the Supplier will not be liable to the Buyer for any monies lost as a result of the failure of the bank. In these circumstances, the Buyer may be entitled to compensation under the Financial Services Compensation Scheme.
- (c) Interest is earned on the Supplier's Client Account. The Supplier has an interest rate policy which is designed to ensure the Buyer is treated fairly and which complies with the Supplier's regulatory requirements. This policy is available on request.

34. Resolving Disputes

Complaint Handling

34.10 The Supplier's complaints handling procedure can be viewed here: <https://www.burges-salmon.com/contact-us/complaints-handling-procedure>.

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34.11 The Supplier is not authorised by the Financial Conduct Authority (FCA). The Supplier is, however, included on the register maintained by the FCA so that it can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of the Supplier's business is regulated by the Solicitors Regulation Authority and arrangements for complaints or redress are subject to the jurisdiction of the Legal Ombudsman. The register can be accessed at www.fca.org.uk/firms/financialservices-register.

Special Term 3

The Parties agree that Appendix 1 to this Schedule 6 will apply.

CALL-OFF START DATE: **21 June 2024**

CALL-OFF EXPIRY DATE: **On completion of the Deliverables.**

CALL-OFF INITIAL PERIOD: **One (1) Month**

CALL-OFF OPTIONAL EXTENSION PERIOD – **Six (6) weeks.**

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).

Option A:

ITT Number: 6108, Financial Services Pillar of the ASEAN Economic Integration Programme, FTS Publication Reference Number: 036399-2023:

1. Reviewing the procurement documents provided by FCDO and liaising with FCDO re same.
2. Reviewing █████ challenge letter and advising on certain risks associated with that challenge.
3. Meetings/interviews with individual evaluators.

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4. Advising on FCDO's options in relation to the procurement and associated risks/advantages.
5. Drafting inputs on the recommendation/decision paper relating to FCDO's options.
6. Drafting inputs on communications with bidders in relation to standstill extensions and the rewind decisions.
7. Communications with and advice to FCDO throughout in conference and by email in relation to all of the above.

The Call-Off Contract will principally be performed at the Supplier's Bristol Office.

The Parties agree that clauses 34.3 and 35 of the Core Terms will apply in relation to jurisdiction and governing law.

MANAGEMENT OF CONFLICT OF INTEREST

None so far as the Supplier and Customer are aware.

CONFIDENTIALITY

Clause 15 (What you must keep confidential) of the Core Terms shall apply.

IPR

Clause 9 (Intellectual Property Rights (IPRs)) of the Core Terms shall apply. Clause 9 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.

MAXIMUM LIABILITY

For the purposes of Clause 11.2 of the Core Terms (as amended by the Framework Special Terms), the Supplier's liability for any damages, costs, claims, expenses, interest or other liability arising out of the performance or non-performance by the Supplier (or by any person for whom the Supplier may be liable vicariously) of its obligations under this Call-Off Contract (whether by virtue of negligence or otherwise) shall be limited to £10 million per claim. When considering what may be regarded as one claim for the purposes of this limit of liability all claims against the Supplier arising from one act or omission, one series of related acts or omissions, the same act or omission in a series of related matters or transactions, similar acts or omissions in a series of related matters or transactions and all claims against the Supplier arising from one matter or transaction will be regarded as one claim.

CALL-OFF CHARGES

The Call-Off Charges set out below take into account the Buyer's entitlement to 2 free hours of initial consultation and legal advice.

- (a) Hourly Rate;

Partner	██████
Legal Director / Counsel (or equivalent)	██████
Senior Solicitor, Senior Associate	██████
Solicitor, Associate	██████
NQ Solicitor / Associate, Junior Solicitor / Associate	██████
Trainee	██████
Paralegal, Legal Assistant	██████
Legal Project Manager	██████

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.

DISBURSEMENTS

Payable.

ADDITIONAL TRAINING CHARGE

Not applicable.

SECONDMENT CHARGE

Not applicable.

PAYMENT METHOD

Lloyds Bank plc
Unit 44-45 George White Street
Cabot Circus
Bristol
BS1 3BA

████████████████████
\$
\$

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[REDACTED]
[REDACTED]

Invoices should be submitted electronically to the Accounts Payable Section FCDO
Financial Management Group E-invoicing@fcdo.gov.uk and to the Programme Lead,

[REDACTED]

BUYER'S INVOICING ADDRESS:
FCDO Financial Management Group
Abercrombie House,
Eaglesham Rd,
East Kilbride
G75 8EA

BUYER'S AUTHORISED REPRESENTATIVE
Samuel Edwards, ASEAN Economic Reform Programme Lead, Southeast Asia and
Pacific Directorate.

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

PROGRESS REPORT

Not applicable.

KEY STAFF

Not applicable

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

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SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:	██████████	Name:	██████████
Role:	Contract Manager (Partner)	Role:	Commercial Lead
Date:		Date:	