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

Order Form

CALL-OFF REFERENCE: CON_ 24047 HMPPS FM Contractor Management

Strategy

THE BUYER: The Secretary of State for Justice

BUYER ADDRESS 102 Petty France, Westminster,

London, SW1H 9GL

THE SUPPLIER: Hogan Lovells

SUPPLIER ADDRESS: Atlantic House, Holborn Viaduct, London EC1A

2FG

REGISTRATION NUMBER: OC323639

DUNS NUMBER: **D-U-N-S 67-146-9120**

SID4GOV ID:

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 01 July 2024.

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 2 - Finance 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:
 - Joint Schedules for RM6179
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 5 (Corporate Social Responsibility)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - CON_24047 HMPPS FM Contractor Management Strategy
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 20 (Call-Off Specification Appendix B)
 - Call-Off Schedule 24 (Special Schedule)
- 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.

CALL-OFF SPECIAL TERMS

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

None

CALL-OFF START DATE: 15th July 2024

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CALL-OFF EXPIRY DATE: 30 November 2026

CALL-OFF INITIAL PERIOD: 2 years 5 Months

WORKING DAY Not Applicable

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

[REDACTED]

CALL-OFF CHARGES

The total contract value is up to £400,000 Exc VAT. The Authority is not committing to spend any amount of this approved budget through this contract.

[REDACTED]

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

To be confirmed with the agreement of the authority

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DISBURSEMENTS

To be confirmed with the agreement of the authority

ADDITIONAL TRAINING CHARGE

None

SECONDMENT CHARGE

None

PAYMENT METHOD

[REDACTED]

BUYER'S INVOICING ADDRESS:

APinvoices-MOJ-U@gov.sscl.com Ministry of Justice PO Box 743 Newport Gwent

NP10 8FZ

BUYER'S AUTHORISED REPRESENTATIVE:

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Available on request

BUYER'S SECURITY POLICY

Available on request

BUYER'S ICT POLICY

Available on request

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT

WIP Report Every Week

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PROGRESS REPORT FREQUENCY

WIP required Every Week

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

Review meetings shall take place monthly or as otherwise required by the Buyer Representative or such other person nominated by the Buyer Representative

KEY STAFF Not applicable

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Supplier's Commercially Sensitive Information

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 Contract, that it will comply with the social value commitments established at Framework level.

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]

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Joint Schedules

[REDACTED]

Call off schedules

[REDACTED]