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

**Order Form**

CALL-OFF REFERENCE: **PS/23/21**

THE BUYER: Driver and Vehicle Licensing Agency (DVLA)

BUYER ADDRESS Longview Road, Morriston, Swansea, SA6 7JL

THE SUPPLIER: Gowlings WLG (UK) LLP

SUPPLIER ADDRESS: **Two Snowhill, Snow Hill Queensway,**

**BIRMINGHAM, B4 6WR, United Kingdom**

REGISTRATION NUMBER: **OC304378**

DUNS NUMBER: 734599181

SID4GOV ID: **N/A**

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 25th July 2023. 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 [**Buyer guidance:** This will incorporate all of the Framework Special Terms into the Call-Off Contract. This will need to be amended to specify which are included if it is anticipated that some will be excluded. **Remove** this guidance too.]
4. The following Schedules in equal order of precedence:
* Joint Schedules for RM6179
	+ Joint Schedule 1 (Definitions)
	+ Joint Schedule 2 (Variation Form)
	+ Joint Schedule 3 (Insurance Requirements)
	+ Joint Schedule 4 (Commercially Sensitive Information)
	+ Joint Schedule 6 (Key Subcontractors)
	+ Joint Schedule 7 (Financial Difficulties)
	+ Joint Schedule 8 (Guarantee)
	+ Joint Schedule 10 (Rectification Plan)
	+ Joint Schedule 11 (Processing Data)

* Call-Off Schedules for **PS/23/21**

* + Call-Off Schedule 1 (Transparency Reports)
	+ Call-Off Schedule 3 (Continuous Improvement)
	+ Call-Off Schedule 4 (Call-Off Tender)
	+ 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 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 (Specification v3.0)
	+ Call-Off Schedule 24 (Legal Services Special Schedule)
1. CCS Core Terms (version 3.0.11)
2. Joint Schedule 5 (Corporate Social Responsibility)RM6179
3. 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: N/A

CALL-OFF START DATE: 24.9.23

CALL-OFF EXPIRY DATE: 23.9.25

CALL-OFF INITIAL PERIOD: 2 Years

CALL-OFF OPTIONAL EXTENSION PERIOD 24.9.25 to 23.9.27 (an initial 12 month and further 12-month possible extension available).

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

Not Applicable

CONFIDENTIALITY

Not Applicable

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.

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 **£277,480.**

CALL-OFF CHARGES

Option B: See details in Call-Off Schedule 5 (Pricing Details)

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4 and 5 in Framework Schedule 3 (Framework Prices)

This contract will be awarded bydirect award. If no changes to the Charges are envisaged: The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

* Indexation
* Specific Change in Law
* Benchmarking using Call-Off Schedule 16 (Benchmarking)

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

Not payable

ADDITIONAL TRAINING CHARGE

Not Applicable

SECONDMENT CHARGE

N/A

PAYMENT METHOD

Please see Section 9.3.2 (c) - Invoicing – the supplier within Call Off Schedule 20

BUYER’S INVOICING ADDRESS:

Shared Services Arvarto

5 Sandringham Park

Swansea Vale

SA7 OEA

BUYER’S AUTHORISED REPRESENTATIVE

XXXXXXXX, redacted under FOIA section 40.

**Contract owner**

XXXXXXXX, redacted under FOIA section 40.

Longview Road, Morriston, Swansea SA6 7JL

BUYER’S ENVIRONMENTAL POLICY

**Please see DVLA’s specification Call- Off Schedule 20 See Section 8.4**

BUYER’S SECURITY POLICY

**Please see DVLA’s specification Call- Off Schedule 20 See Section 5.3**

BUYER’S ICT POLICY

**Please see DVLA’s specification Call- Off Schedule 20 See Section 8**

SUPPLIER’S AUTHORISED REPRESENTATIVE

[**Insert** name]

**[Insert** role]

[**Insert** email address]

**[Insert** address]

SUPPLIER’S CONTRACT MANAGER

[**Insert** name]

**[Insert** role]

[**Insert** email address]

**[Insert** address]

PROGRESS REPORT

**Please see DVLA’s specification Call- Off Schedule 20 See Section 6.9**

PROGRESS REPORT FREQUENCY

**Please see DVLA’s specification Call- Off Schedule 20 See Section 6.9**

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

**Please see DVLA’s specification Call- Off Schedule 20 See Section 6.9**

KEY STAFF

[**Insert** name]

**[Insert** role]

[**Insert** email address]

**[Insert** address]

**[Insert** contract details]

KEY SUBCONTRACTOR(S)

**[Insert** Not Applicable] [or **Insert** name (registered name if registered)]

COMMERCIALLY SENSITIVE INFORMATION

[**Insert** Not applicable **or insert** Supplier’s Commercially Sensitive Information]

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

The Service Credit Cap is: N/A.

The Service Period is: one Month

A Critical Service Level Failure is: N/A

ADDITIONAL INSURANCES

Lot 1 Suppliers are required to have £10m Professional Indemnity Insurance Joint Schedule 3

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

See Call-Off Schedule 20

|  |  |
| --- | --- |
| **For and on behalf of the Supplier:** | **For and on behalf of the Buyer:** |
| Signature: | XXXXXXXX, redacted under FOIA section 40 | Signature: | XXXXXXXX, redacted under FOIA section 40 |
| Name: | XXXXXXXX, redacted under FOIA section 40. | Name: | XXXXXXXX, redacted under FOIA section 40. |
| Role: | Head of FM Commercials | Role: | Partner |
| Date: | 31 July 2023 | Date: | 27 July 2023 |

[**Buyer guidance:** execution by seal / deed where required by the Buyer].