

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

## Order Form

CALL-OFF REFERENCE: **711476450**

THE BUYER: **Redacted under FOIA Section 40, Personal Information**

BUYER ADDRESS **Redacted under FOIA Section 40, Personal Information**

THE SUPPLIER: DLA Piper UK LLP

SUPPLIER ADDRESS: 160 Aldersgate Street, London, EC1A 4HT

REGISTRATION NUMBER: OC307847

DUNS NUMBER: **73-862-3557**

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 11.04.2024  
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**

## **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 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
  - Call-Off Schedules
    - 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 9 (Security)
    - Call-Off Schedule 17 (MOD Terms)
    - Call-Off Schedule 20 (Call-Off Specification)
    - Call-Off Schedule 24 (Special Schedule)
5. CCS Core Terms (version 3.0.11)
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:

**CALL-OFF START DATE:** **11.04.2024**

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

**CALL-OFF INITIAL PERIOD:** **6 Months**

## **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).

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

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Confirmation of Call-Off Deliverables and Specification to be completed with DLA PIPER UK LPP in the introductory meeting. Call-Off Schedule 20 to detail the output from the meeting and to be approved by both parties.

**Redacted under FOIA Section 43, Commercial interests**

### **MANAGEMENT OF CONFLICT OF INTEREST**

The signing of this Call-Off Order Form commit the supplier to inform an Authorised Individual immediately of any actual, potential or perceived conflicts of interest arise in the future,

### **CONFIDENTIALITY**

As per CCS terms.

### **IPR**

MOD Intellectual Property Rights DEFCONS 632 and 703

### **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 **£1,000,000.00 (Ex VAT)** Estimated Charges in the first 12 months of the Contract.

### **CALL-OFF CHARGES**

The Total Limit of Liability for this contract is £1,000,000.00 (inc VAT)

See details in Call-Off Schedule 5 (Pricing Details).

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.

### **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**

None

### **DISBURSEMENTS**

Not Payable

### **ADDITIONAL TRAINING CHARGE**

Not Applicable

### **SECONDMENT CHARGE**

Not Applicable

### **PAYMENT METHOD**

All payments will be enabled using the Ministry of Defence's Contract Purchasing and Finance system and Exostar.

### **BUYER'S ADDRESS:**

Main Building,  
Whitehall, London  
SW1A 2HB

### **BUYER'S AUTHORISED REPRESENTATIVE**

Redacted under FOIA Section 40, Personal Information

### **BUYER'S ENVIRONMENTAL POLICY**

Not Applicable

### **BUYER'S SECURITY POLICY**

Schedule 9 - Long Form Security Requirement shall apply.

All advisors working on this project should hold valid Security Clearance at SC level or above.

### **BUYER'S ICT POLICY**

In line with CCS terms. The Authority require the Supplier to hold and upkeep the Cyber Essential Accreditation.

### **SUPPLIER'S AUTHORISED REPRESENTATIVE**

Redacted under FOIA Section 40, Personal Information

### **SUPPLIER'S CONTRACT MANAGER**

Redacted under FOIA Section 40, Personal Information

### **PROGRESS REPORT**

Bi-Weekly Progress Reports. Detail of reports to be decided between the programme team and DLA Piper.

### **PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY**

Last week of every month.

**KEY STAFF**

Not applicable

**KEY SUBCONTRACTOR(S)**

None anticipated.

**COMMERCIALLY SENSITIVE INFORMATION**

DLA Piper charging rates

**SERVICE CREDITS**

Not applicable

**ADDITIONAL INSURANCES**

Not applicable

**GUARANTEE**

Not applicable

**SOCIAL VALUE COMMITMENT**

The Supplier agrees to deliver the Social Value Commitment as part of the CCS Framework.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	Redacted under FOIA Section 40, Personal Information	Signature:	Redacted under FOIA Section 40, Personal Information
Name:	Redacted under FOIA Section 40, Personal Information	Name:	Redacted under FOIA Section 40, Personal Information
Role:	Partner	Role:	Commercial Business Partner
Date:	16 April 2024	Date:	16 <sup>th</sup> April 2024