#

**Order Form**

The Provision of Legal Advisory Services

**Order Form**

CALL-OFF REFERENCE: **CCLL23A05**

THE BUYER: The Minister for the Cabinet Office on behalf of the Crown Represented by the Government Property Agency

BUYER ADDRESS 23 Stephenson Street, (9th Floor), Birmingham,
B2 4BJ

THE SUPPLIER: **REDACTED TEXT under FOIA Section 43 Commercial Interests**

SUPPLIER ADDRESS: **REDACTED TEXT under FOIA Section 43 Commercial Interests**

REGISTRATION NUMBER: REDACTED TEXT under FOIA Section 43 Commercial Interests

DUNS NUMBER: REDACTED TEXT under FOIA Section 43 Commercial Interests

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 14/02/2024.

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 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 includes 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 6 (Key Subcontractors)
	+ Joint Schedule 11 (Processing Data)
* Call-Off Schedule for CCLL23A05
	+ 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 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 19 (Scottish Law)
	+ Call-Off Schedule 20 (Call-Off Specification)
	+ Call-Off Schedule 21 (Northern Ireland Law)
	+ Call-Off Schedule 24 (Special Schedule)
1. CCS Core Terms (version 3.0.11)
2. 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

Extra Schedule (Additional Security Clauses)

1. For the purposes of this clause the following definition applies:

“Buyer Data” means:

(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which:

i) are supplied to the Supplier by or on behalf of the Buyer; or

ii) the Supplier is required to generate, process, store or transmit pursuant to this Contract; or

b) any Personal Data for which the Buyer is the Controller

2. The Supplier must not remove any proprietary notices in the Buyer Data.

3. The Supplier will not store or use Buyer Data except if necessary to fulfil its obligations.

4. If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested.

5. The Supplier must ensure that any Supplier system that holds any Buyer Data is a secure system that complies with the Supplier’s and Buyer’s security policy and all Buyer requirements in the Order Form.

6. The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.

7. The Supplier will ensure that any Supplier system which holds any protectively marked Buyer Data or other government data will comply with:

● the principles in the Security Policy Framework at <https://www.gov.uk/government/publications/security-policy-framework>

  and the Government Security Classification policy at <https://www.gov.uk/government/publications/government-security-classifications>

● guidance issued by the Centre for Protection of National Infrastructure on Risk Management at https://www.cpni.gov.uk/content/adopt-risk-management-approach and Protection of Sensitive Information and Assets at <https://www.cpni.gov.uk/protection-sensitive-information-and-assets>

● the National Cyber Security Centre’s (NCSC) information risk management guidance, available at <https://www.ncsc.gov.uk/collection/risk-management-collection>

● government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint, available at:  <https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>

● the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance at

<https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>

8. The Buyer will specify any security requirements for this project in the Order Form.

9. If the Supplier suspects that the Buyer Data has or may become corrupted, lost, breached or significantly degraded in any way for any reason, then the Supplier will notify the Buyer immediately and will (at its own cost if corruption, loss, breach or degradation of the Buyer Data was caused by the action or omission of the Supplier) comply with any remedial action reasonably proposed by the Buyer.

10. The Supplier agrees to use the appropriate organisational, operational and technological processes to keep the Buyer Data safe from unauthorised use or access, loss, destruction, theft or disclosure.

11. The provisions of this clause will apply during the term of this Call-Off Contract and for as long as the Supplier holds the Buyer’s Data.

CALL-OFF START DATE: 19/02/2024

INITIAL CALL-OFF EXPIRY DATE: 18/02/2026

CALL-OFF INITIAL PERIOD: Two Years

CALL-OFF OPTIONAL EXTENSION PERIOD Two (2) periods of One (1) year options to extend until 2028, (where applicable) if the framework is extended and it is permitted by the RM6179 framework terms.

WORKING DAY

Monday to Friday 9:00 am to 17:00 pm (based on an eight (8) hour day.

CALL-OFF DELIVERABLES

As defined in the Call-Off Schedule 20 (Call-Off Specification) and Call-Off Schedule 14 (Service Levels)

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).

MANAGEMENT OF CONFLICT OF INTEREST

Please see Section 4.2 of Call Off Schedule 20 (Specification).

CONFIDENTIALITY

No Additional Arrangements required

IPR

No alternative arrangements regarding IPR required

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 **Five Hundred Thousand Pounds per year (£500,000.00).**

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)

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 EXPENSE

Recoverable as stated in the Framework Contract

DISBURSEMENTS

Payable

ADDITIONAL TRAINING CHARGE

**Not Applicable**

SECONDMENT CHARGE

If a Secondee requirement arises during the Contract Period, it will be dealt with using the Variation Procedure and Joint Schedule 2 (Variation).

PAYMENT METHOD

BACS on receipt of a valid invoice

All invoices and timesheets must be sent, quoting a valid purchase order number (PO Number) and brief description of services provided to:

Government Property agency

c/o BNP Paribas Real Estate

9 Colmore Row

Birmingham

B3 2BJ

REUK.GPAFinancePayables@Realestate.bnpparibas

The Supplier must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of the Buyer contact (i.e. Contract Manager).

It must also have timesheets attached where appropriate, and the invoice must contain a brief description of the work and the start and end date of the work being invoiced.

Non-compliant invoices will be sent back to the Supplier, which may lead to a delay in payment.

If the Supplier has a query regarding an outstanding payment please contact the Buyer’s Accounts Payable team:

REUK.GPAFinancePayables@Realestate.bnpparibas

BUYERS AUTHORISED REPRESENTATIVE

REDACTED TEXT under FOIA Section 40, Personal Information.

BUYER’S CONTRACT MANAGER

REDACTED TEXT under FOIA Section 40, Personal Information.

BUYER’S ENVIRONMENTAL POLICY

**is available on request**

BUYER’S SECURITY POLICY

**Is available on request**

BUYER’S ICT POLICY

**Not Applicable**

SUPPLIER’S AUTHORISED REPRESENTATIVE

REDACTED TEXT under FOIA Section 40, Personal Information.

SUPPLIER’S CONTRACT MANAGER

REDACTED TEXT under FOIA Section 40, Personal Information.

PROGRESS REPORT

Please refer to the Call Off Schedule 20 (Specification). (Section 7).

PROGRESS REPORT FREQUENCY

Please refer to the Call Off Schedule 20 (Specification). (Section 7).

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter with the Buyer’s Authorised Representative (which may be held more frequently by agreement) and other meetings by agreement with business units within the GPA which provide regular instructions to the Supplier.

KEY STAFF

Not applicable

KEY SUBCONTRACTOR(S)

REDACTED TEXT under FOIA Section 40, Personal Information.

COMMERCIALLY SENSITIVE INFORMATION

Supplier’s Commercially Sensitive Information in Call-Off Schedule 5 (Pricing Details)

SERVICE CREDITS

See Call Off Schedule 14 (Service Levels)

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 in Call-Off Schedule 4 (Call-Off Tender)

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| --- | --- |
| **For and on behalf of the Supplier:** | **For and on behalf of the Buyer:** |
| Signature: | REDACTED TEXT under FOIA Section 40, Personal Information. | Signature: | REDACTED TEXT under FOIA Section 40, Personal Information. |
| Name: | REDACTED TEXT under FOIA Section 40, Personal Information. | Name: | REDACTED TEXT under FOIA Section 40, Personal Information. |
| Role: | REDACTED TEXT under FOIA Section 40, Personal Information. | Role: | REDACTED TEXT under FOIA Section 40, Personal Information. |
| Date: | REDACTED TEXT under FOIA Section 40, Personal Information. | Date: | REDACTED TEXT under FOIA Section 40, Personal Information. |