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

**Order Form**

CALL-OFF REFERENCE:

THE BUYER: **Ministry of Defence – DIO**

BUYER ADDRESS DMS Whittington, Lichfield, Staffordhshire, WS14 9PY

THE SUPPLIER: **Slaughter and May**

SUPPLIER ADDRESS: **One Bunhill Row, London, EC1Y 8YY**

REGISTRATION NUMBER:55388 (SRA number)

DUNS NUMBER:

SID4GOV ID:

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables

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 Additional 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:

[**Buyer guidance: delete** any highlighted Schedules that you do not need for this Call-Off Contract. **Add** any additional Schedule needed, providing it is within scope of the framework agreement. **Remove** any highlighting remaining before finalising this Order Form. **Remove** this guidance too.]

* 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 for **[Insert** Call-Off reference number]
  + Call-Off Schedule 1 (Transparency Reports)
  + Call-Off Schedule 2 (Staff Transfer)
  + Call-Off Schedule 3 (Continuous Improvement)
  + [Call-Off Schedule 12 (Clustering) ]
  + [Call-Off Schedule 17 (MOD Terms) ]
  + [Call-Off Schedule 20 (Call-Off Specification) ]
  + Call-Off Schedule 24 (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 ADDITIONAL SPECIAL TERMS

The following Additional Special Terms are incorporated into this Call-Off Contract. In the event any of the Additional Special Terms listed below conflict with any other term within this Call-Off Contract, the Additional Special Terms listed below will prevail.

1. **Additional Special Term 1 Liability Cap**
   1. The limitation of liability in Clause 11 of the Core Terms, as amended by the Framework Special Terms, is amended as follows:
   2. The total aggregate and collective liability of the Supplier, its partners and its employees for claims in any way arising out of or directly or indirectly relating to this Call-Off Contract shall be limited to £100,000,000 (one hundred million pounds sterling). This total aggregate limit shall apply to: (i) the Buyer; (ii) any other client of the Supplier for this Call-Off Contract or any other call-off contract relating to the Call-Off Deliverables above (including previous call-off contracts relating to the Deliverables with the Buyer and any other client of the Supplier); and (iii) any other person to whom (at the Buyer’s request or with the Buyer’s knowledge) the Supplier owes a duty of care in relation to the Call-Off Contract. Notwithstanding this Additional Special Term 1.2, a lower aggregate limit of liability applies in relation to claims in any way arising out of or directly or indirectly relating to any work undertaken by one or both of Anexsys and EPIQ in which case the total aggregate and collective liability of Slaughter and May, our partners and our employees is limited to £2,000,000. This limitation forms a sub-limit within the total aggregate and collective limit set out in this Additional Special Term 1.2, and does not apply in addition to that limit.
   3. Further (and subject always to the limitation set out at Additional Special Term 1.2 above), the Buyer’s recourse (together with that of any other client of the Supplier in respect of this Call-Off Contract and any other person to whom, at the Buyer’s request or with the Buyer’s knowledge, the Supplier owes a duty of care in relation to this Call-Off Contract) for any claim brought against the Supplier, its partners or any of its employees (and the liability of the Supplier, its partners and its employees for any claim) shall be limited to the partnership property (as defined in Additional Special Term 1.8 below) of the Supplier. The Buyer, therefore, agrees that as regards any claim: (a) the claim (and any liability for it) may be enforced, and the Buyer will have recourse, only against such partnership property and not against any other property whatsoever, including (without limitation) the personal assets of any individual partner of the Supplier or any of its employees; and (b) if there is a shortfall after the Buyer has enforced the Buyer’s claim against such partnership property, any liability which the Supplier, any individual partner of the Supplier or any of its employees may have had in respect of that shortfall will be released and extinguished.
   4. Where the Supplier and one or more other persons are liable for damage suffered by the Buyer, the Supplier’s liability for such damage shall be limited to such sum as the Supplier ought reasonably to pay having regard to its responsibility for that damage. This shall be on the basis that any other such person is deemed to have paid to the Buyer by way of contribution such sum as may be appropriate having regard to the extent of their own responsibility for that damage (ignoring any cap, limitation or exclusion of liability that the Buyer may have agreed with them) even if such sum has not in fact been paid for any reason (including insolvency).
   5. All limitations of liability in these Additional Special Terms will apply regardless of whether the liability is direct or indirect, whether it is in contract, equity, tort (which includes negligence and misrepresentation), fiduciary or statutory duty or otherwise and whether it relates to an act, omission, statement or delay.
   6. Nothing in these Additional Special Terms shall limit the liability of any person to the Buyer for fraud on the Supplier’s part (or fraud carried out by any of the Supplier’s employees), death or personal injury.
   7. None of the limitations are intended to: (a) apply to the exclusion of any other; or (b) have the effect of limiting the Supplier’s liability below the minimum amount allowed by the Supplier’s professional rules. Where any limitation would otherwise result in (b) occurring, that limitation shall instead limit the Supplier’s liability to the minimum amount allowed by its professional rules.
   8. In Additional Special Term 1.3, references to “partnership property” are to all property (and rights and interests in property) acquired on account of the Supplier, or for the purposes and in the course of the Supplier’s businesses, and include any right of indemnity of the Supplier, the partners of the Supplier or any of its employees under the Supplier’s professional indemnity insurance policies but exclude any right to seek contribution or indemnity from or against any partner of the Supplier or any of its employees, or any similar right however it arises.
   9. References in Additional Special Term 1.4 above to a “person” are to any person (other than a partner of the Supplier or any of its employees) who is providing advice or services to the Buyer whether or not of a legal nature.
   10. Contrary to Clause 11.5 of the Core Terms as amended by the Framework Award Form, any indemnity given by the Supplier to the Buyer shall be subject to the liability cap as set out above.
2. **Additional Special Term 2 Back up of Government Data**
   1. The Supplier’s systems will not allow for off-site backups of Government Data to be sent to the Buyer every 6 months as the Supplier’s system records only the Supplier’s own file. Instead the Supplier will normally send original signed documents to the Buyer for safekeeping at the end of a matter. The Supplier may keep, for its own records, copies of any material it sends to the Buyer.
   2. Save for any original signed documents that the Supplier agrees in writing to hold for the Buyer for safekeeping, the Supplier reserves the right to destroy or delete any material relating to the Buyer’s matter without further reference to the Buyer. The Supplier will, however, normally retain material relating to a matter that it considers significant for at least ten years. The Buyer may not require the Supplier to destroy copies of such material on demand.
   3. Upon request, the Supplier will send the Buyer any final document or other material that: (a) the Supplier prepares or settles for the Buyer (whether alone or in conjunction with any other person) during the course of the Buyer’s matter; and (b) is the object of the matter and may, at the Supplier’s discretion, supply the Buyer with copies of any other material the Supplier holds that relates to Buyer’s matter. If the Buyer asks the Supplier to search its files for electronic material that belongs to the Buyer or that otherwise relates to the Buyer’s matter, the Supplier shall carry out what the Supplier deems to be a reasonable search, using search terms determined by the Supplier, and may make a reasonable charge for the costs incurred and time spent in identifying and retrieving such material.
3. **Additional Special Term 3 Working with others**
   1. If the Buyer retains another person to provide it with advice or services, the Supplier shall have no liability for the advice or services provided by them, nor will the Supplier be responsible for checking the adequacy or completeness of their advice or services. This is so whether the Buyer has instructed them directly or whether the Supplier has instructed them on the Buyer’s behalf. However: (a) if the Supplier recommends another person to the Buyer, the Supplier will take reasonable care to ensure that it has recommended a person whom the Supplier reasonably believes to be suitable (by reference to the standards of the jurisdiction concerned) to provide such advice or services; and (b) if the Supplier instructs another person on the Buyer’s behalf, the Supplier will take reasonable care to ensure that they are instructed adequately.
   2. If the Supplier has instructed another person on the Buyer’s behalf, they may, for convenience, address their bills to the Supplier as the Buyer’s agent and the Supplier will show those charges as an expense on the Supplier’s own bills to the Buyer. This will not indicate an assumption of responsibility by the Supplier for the advice or services provided by any such person.
4. **Additional Special Term 4 Use of documents and advice**
   1. If any material prepared or settled by the Supplier or any advice given by the Supplier to the Buyer during the course of a matter is subsequently used by the Buyer or anyone else (in whole or in part) in relation to any other matter where the Supplier has not been specifically engaged to advise, the Supplier will have no liability in relation to that other matter or the material or advice (or part) that is used.
5. **Additional Special Term 5 – Freedom of information and transparency**
   1. It is the Supplier’s view that conditions set out in these Additional Special Terms are confidential and information which, if released, could harm the Supplier’s commercial interests. It is therefore the Supplier’s understanding that these Additional Special Terms will be kept confidential and will not be disclosed to third parties, whether under any law relating to freedom of information or otherwise. In addition, in the event that the Buyer receives an application under any law relating to the freedom of information, or otherwise, for the release of this information, it is the Supplier’s understanding that the Buyer will inform the Supplier of this as soon as possible and consult with the Supplier before any decision is taken on how to respond to the application.

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CALL-OFF START DATE: **On signature by both parties**

CALL-OFF EXPIRY DATE: On completion of Deliverables

CALL-OFF INITIAL PERIOD: **1 Year**

CALL-OFF DELIVERABLES

**[Buyer guidance:** **complete** option A or, if Deliverables are too complex for this form, **use** option B and Call-Off Schedule 20 instead. **Delete** the option that is not used.]

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: Legal Services to support the Annington Homes case, further to the work done under previous instruction.

[Advice, strategy formulation, coordination with other advisers and programme management in respect of actual and potential claims against MOD and/or UKGI in connection with MOD's pending litigation in the matter of various enfranchisement claims served against Annington Property Ltd. The Supplier will represent the Buyer, as solicitor on the record, in the judicial review claim issued against the Buyer in which the SoS is a named defendant, and act for the Buyer in relation to its defence of the claim. However, the Buyer recognises that the Supplier will, in acting for the Buyer in such judicial review claim, rely upon (and have no liability to the Buyer in respect of) work done by GLD (or other internal legal counsel at the Buyer or other government departments) as regards the identification and collection of documentary evidence potentially relevant to the issues in the judicial review proceedings and/or otherwise required to satisfy the Buyer’s obligations under the duty of candour. The Buyer agrees that the Supplier may sub-contract document review services to one or more of the following: (i) Anexsys Ltd (company no 0528381), The Space, 41 Old Street, London EC1V 9AE (“Anexsys”); (ii) EPIQ SYSTEMS Ltd (company no 05343223), 110 Bishopsgate, 15th Floor, London EC2N 4AY (“EPIQ”).

The Supplier shall take instructions from Clare Hallett and Robert Miller or any other authorised person within the SoS’s legal team.

The Supplier shall not, except where expressly authorised by the MoD Legal Advisers, advise on any of the following matters:

* Procurement law
* Subsidies
* Public Law (in relation to which the Supplier has been expressly authorised to act in accordance with this specification)
* SSCR
* TUPE
* IPR
* any matters where other advisers are instructed (from time to time), including the specific matters on which Gowling LLP and Forsters LLP are advising.

IPR

As set out in Clause 9 of the Core Terms, as amended by Call off Schedule 24 (Special Schedule).

MAXIMUM LIABILITY

As set out in Additional Special Term 1, Liability Cap, above.

The Estimated Year 1 Charges in the Contract Year is **£2,500,000 excluding VAT and disbursements.**

CALL-OFF CHARGES

**[Buyer guidance:** **Use** option A or, if charging model is too complex to detail in this form or must be embedded, **use** option B and Call-Off Schedule 5 instead. **Delete** the option that is not used.]

[Option A: **Insert** the Charges for the Deliverables, including pricing mechanism and unit on an:

In accordance with previous instruction on a time rate basis.

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 in accordance with the Ministry of Defence Business Travel Policy, provided authorised in advance:



DISBURSEMENTS

Payable, provided authorised in advance

ADDITIONAL TRAINING CHARGE

SECONDMENT CHARGE

PAYMENT METHOD

Via CP&F

BUYER’S INVOICING ADDRESS:

Via CP&F (Supplier using Exostar)

BUYER’S AUTHORISED REPRESENTATIVE

BUYER’S ENVIRONMENTAL POLICY

As outlined in [Management of environmental protection in defence (JSP 418) - GOV.UK (www.gov.uk)](https://www.gov.uk/government/publications/jsp-418-mod-corporate-environmental-protection-manual)

BUYER’S SECURITY POLICY

As outlined in [Security policy framework: protecting government assets - GOV.UK (www.gov.uk)](https://www.gov.uk/government/publications/security-policy-framework)

BUYER’S ICT POLICY

SUPPLIER’S AUTHORISED REPRESENTATIVE

SUPPLIER’S CONTRACT MANAGER

PROGRESS REPORT

As requested.

PROGRESS REPORT FREQUENCY

As requested

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

As requested

KEY STAFF

Not applicable

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

No further insurance beyond mandatory amount

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)]