ADVICE TO THE MOD ON THE AWE PENSION SCHEME

ORDER FORM

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| CALL-OFF REFERENCE: | DNO/364 |
| THE BUYER: | Defence Nuclear Organisation, Ministry of Defence, Secretary of State for Defence |
| BUYER ADDRESS: | MoD Main Building, Whitehall, London SW1A 2HB |
| THE SUPPLIER: | Simmons & Simmons LLP |
| SUPPLIER ADDRESS: | Citypoint, 1 Ropemaker Street, London, EC2Y 9SS |
| REGISTRATION NUMBER: | OC352713 |
| DUNS NUMBER: | 21-661-6279 |

**APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Call-Off Deliverables identified on this Order Form and shall be effective from the date that both the Buyer and the Supplier have signed and dated this Order Form in one or more counterparts.

It is a Call-Off Contract 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, in the following order of precedence:

1. This Order Form including the Call-Off Special Terms and the Call-Off Schedules listed below.
2. Joint Schedule 1(Definitions and Interpretation)
3. 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 for DNO/364
* Call-Off Schedule 1 (Transparency Reports)
* Call-Off Schedule 3 (Continuous Improvement)
* Call-Off Schedule 7 (Key Supplier Staff)
* Call-Off Schedule 17 (MOD Terms)
* Call-Off Schedule 20 (Specification)
* Call-Off Schedule 24 (Special Schedule)
1. CCS Core Terms (Version 3.0.11)
2. Joint Schedule 5 (Corporate Social Responsibility) RM6179

All documents can be found at: <https://www.crowncommercial.gov.uk/agreements/RM6179>

No other Supplier terms form part of the Call-Off Contract, including any terms written on the back of or 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:

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| CALL-OFF START DATE12th February 2024.  |
| CALL-OFF EXPIRY DATE11th August 2024 or on completion of the Call-Off Deliverables whichever occurs first. |
| CALL-OFF DELIVERABLES (CALL-OFF SPECIFICATION)See Call-Off Schedule 20 (Call-Off Specification)The provision of legal advice in relation to the transfer of the AWE Defined Benefits Pension Scheme to a new statutory scheme. |
| MANAGEMENT OF CONFLICT OF INTERESTNot required |
| CONFIDENTIALITYNo additional confidentiality required.  |
| IPRIntellectual Property Rights in the output from the Deliverables shall vest in the Buyer who shall grant to the Supplier a non-exclusive, unlimited, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change, exploit and sub-license the same. |
| MAXIMUM LIABILITYThe 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 £120,000 (VAT INC)  |
| CALL-OFF CHARGESThe following rates which are discounted from the Supplier’s rates set out in the RM6179 Legal Services Rate Card:[REDACTED – COMMERCIAL]The maximum value of this call-off contract is £120,000 (VAT INC). Supplier is to inform the buyer when 80% of the value has been utilised. |
| VOLUME DISCOUNTSWhere 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 Under the terms of Framework Contract Framework Prices include all costs and expenses relating to the provision of Deliverables. |
| DISBURSEMENTSReasonable disbursements payable, provided authorised in advance. |
| PAYMENT METHODThe Buyer will pay the Call-Off Charges by electronic transfer and prior to submitting any claims for payment the Supplier shall register its details (supplier on-boarding) on the Contracting, Purchasing and Finance electronic procurement tool. The Supplier shall provide the Buyer with a draft invoice for approval. |
| BUYER’S INVOICING ADDRESSKimberley Townsend, Commercial Manager, DNOKimberley.townsend178@mod.gov.uk |
| BUYER’S AUTHORISED REPRESENTATIVEKimberley Townsend, Commercial Manager, DNOKimberley.townsend178@mod.gov.uk |
| BUYER’S ENVIRONMENTAL POLICY<https://www.gov.uk/government/collections/greening-government-commitments>  |
| BUYER’S SECURITY POLICYDEFCON 660 – Official-Sensitive Security Requirements |
| BUYER’S ICT POLICYDEFCON 658 – Cyber (Risk Assessment Ref (RAR): 231982443)Further to DEFCON 658 the Cyber Risk Profile of the Contract is ‘Very Low’ as defined in Def Stan 05-138. |
| SUPPLIER’S AUTHORISED REPRESENTATIVE[REDACTED – PERSONAL] |
| PROGRESS REPORTSee Call-Off Schedule 20 (Call-Off Specification) |
| PROGRESS REPORT FREQUENCYSee Call-Off Schedule 20 (Call-Off Specification) |
| PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCYSee Call-Off Schedule 20 (Call-Off Specification) |
| KEY STAFF [REDACTED – PERSONAL] |
| KEY SUBCONTRACTOR(S)Not applicable |
| COMMERCIALLY SENSITIVE INFORMATIONPricing Information |
| SERVICE CREDITSNot applicable |
| ADDITIONAL INSURANCESLot 2 Suppliers are required to have £100m Professional Indemnity Insurance under Joint Schedule 3. No further insurances required.  |
| GUARANTEENot applicable |
| SOCIAL VALUE COMMITMENTNot applicable |
| JOINT SCHEDULE 11 (PROCESSING DATA) – ANNEX 1The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of the Personal Data shared for the delivery of the Services pursuant to this Call-Off Contract. The Personal Data shared shall be limited to official staff position and contact data. |

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| **For and on behalf of the Supplier:** | **For and on behalf of the Buyer:** |
| Signature: |  | Signature: |  |
| Name: |  | Name: | Kimberley Townsend  |
| Role: |  | Role: | DNO Commercial Manager |
| Date: |  | Date: | 08/02/2024 |