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

**Order Form**

CALL-OFF REFERENCE: **706033450**

THE BUYER: Defence Infrastructure Organisation

BUYER ADDRESS DIO Commercial Enabling Services, Delancey Building, Marlborough Lines, Andover Hampshire SP11 8HJ

THE SUPPLIER: **Gowling WLG (UK) LLP**

SUPPLIER ADDRESS:4 More London Riverside, London, England, SE1 2AU

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 5th January 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:

**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
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 10 (Rectification Plan)
  + Joint Schedule 11 (Processing Data)
  + Joint Schedule 12 (Supply Chain Visibility)
* Call-Off Schedules for **706033450**
  + Call-Off Schedule 1 (Transparency Reports)
  + Call-Off Schedule 2 (Staff Transfer)
  + Call-Off Schedule 3 (Continuous Improvement)
  + Call-Off Schedule 7 (Key Supplier Staff)
  + Call-Off Schedule 17 (MOD Terms)
  + Call-Off Schedule 18 (Background Checks)
  + 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)

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:

Please see Call Off Schedule 17 (MOD TERMS).

CALL-OFF START DATE: 9th January 2023 or upon signature of both parties

CALL-OFF EXPIRY DATE: One year from start date or

On completion of the Deliverables

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

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).

Please see the Statement of requirement (SOR) in the attachments which details the work expected from the Supplier, the purpose of this contract is the hand back of the freehold reversions to Annington Homes as per the 1996 Sale agreement.

MANAGEMENT OF CONFLICT OF INTEREST

Please advice if you feel that there is a conflict of interest regarding this contract.

CONFIDENTIALITY

We can see no additional confidentiality clauses are required.

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.

CALL-OFF CHARGES

Supplier to provide the Charges for the Deliverables, including pricing mechanism and unit on an:

* (a) Hourly Rate; (b) Capped Price; (c) Fixed Price; and/or (d) any combination of the above for the applicable grades being used, or (e) any other fee arrangement.

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

PAYMENT METHOD

VIA CP&F / Exostar

BUYER’S INVOICING ADDRESS:

Electronic Via CP&F/ Exostar however an invoice must be e-mailed firstly to: [DIORDAccn-PRDisposalTeam@mod.gov.uk](mailto:DIORDAccn-PRDisposalTeam@mod.gov.uk)

BUYER’S AUTHORISED REPRESENTATIVE:

Name:

Role: Commercial Officer

Email address:

Address: DIO Commercial Enabling Services, Delancey Building, Marlborough Lines, Andover Hampshire SP11 8HJ

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

**Buyer to provide if necessary**

SUPPLIER’S AUTHORISED REPRESENTATIVE

Partner

4 More London Riverside, London

SUPPLIER’S CONTRACT MANAGER

Contract Manager

2 Snowhill, Snowhill, Birmingham

PROGRESS REPORT

We are also asking for e-mailed confirmation of receipt of any termination notices issued by us within 2 business days to: [DIORDAccn-PRDisposalTeam@mod.gov.uk](mailto:DIORDAccn-PRDisposalTeam@mod.gov.uk).

PROGRESS REPORT FREQUENCY

Monthly Progress Reports regarding ongoing transfers and costs to be e-mailed to: [DIORDAccn-PRDisposalTeam@mod.gov.uk](mailto:DIORDAccn-PRDisposalTeam@mod.gov.uk). Timings to be agreed between supplier and DIO Accommodation at award of contract.

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

Monthly Progress Meetings regarding ongoing transfers and issues. Timings to be agreed between supplier and DIO Accommodation at award of contract

KEY STAFF

**N/A**

KEY SUBCONTRACTOR(S)

Not Applicable.

COMMERCIALLY SENSITIVE INFORMATION

Supplier fee rates

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

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

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

|  |  |  |  |
| --- | --- | --- | --- |
| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer:** | |
| Signature: |  | Signature: |  |
| Name: |  | Name: |  |
| Role: | Partner | Role: | Commercial officer |
| Date: | 27.01.2023 | Date: | 27th January 2023 |

Execution by seal / deed where required by the Buyer.