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

**Order Form**

CALL-OFF REFERENCE: 705250450

THE BUYER: Defence Infrastructure Organisation

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

THE SUPPLIER: **Sharpe Pritchard LLP & Bevan Brittan LLP & Howes Percival LLP**

SUPPLIER ADDRESS:Elm Yard, 10-16 Elm Street, London, United Kingdom, WC1X 0BJ

With work being carried out by Bevan Brittan LLP of Kings Orchard 1 Queen Street Bristol BS2 0HQ

REGISTRATION NUMBER:OC378650

(Bevan Brittan LLP registration number is OC309219)

DUNS NUMBER: 218596329

SID4GOV ID: **N/A**

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 3rd October 2022

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 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)
  + Joint Schedule 12 (Supply Chain Visibility)
* Call-Off Schedules for 705250450
  + Call-Off Schedule 1 (Transparency Reports)
  + Call-Off Schedule 2 (Staff Transfer)
  + Call-Off Schedule 3 (Continuous Improvement)
  + Call-Off Schedule 14 (Service Levels)
  + 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) 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 SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

**Please see the attached Call off Schedule 17 MOD Terms for additional terms**

Special Term 1

”*The Supplier has numerous clients that rely upon it for general representation. The Supplier advises clients in matters arising under the laws of: one or more of the constituent parts of the United Kingdom, the European Union, a Member State of the European Union, the WTO, other international trade and/or investment agreements, or public international law generally. As a result, without advance conflicts waivers from Supplier clients, conflicts of interest could arise that could deprive either the Buyer or other Supplier clients of the right to select the Supplier as counsel.*

*In light of the foregoing, other current or future clients of the Supplier including those identified in the preceding paragraph (collectively, the “Other Clients”) may ask the Supplier to represent them in matters (including litigation) that are adverse to the Buyer but that are not substantially related to the Supplier’s representation of the Buyer. If the Supplier is not representing the Buyer in such a matter, and the matter in which the Buyer and the Other Client have adverse interests is not substantially related to our current or past representation of the Buyer, then:*

1. *the Buyer agrees that the Supplier may represent such Other Client to the extent and provided that the Supplier is and remains not substantially related to the Supplier’s representation of the Buyer;*
2. *the Buyer waives any conflict of interest arising from such representation; and*
3. *the Buyer agrees that it will not seek to disqualify or otherwise prevent the Supplier from representing such Other Client,*

*provided that any Confidential Information and Personal Data held by lawyers of the Supplier that assisted the Buyer in this matter is kept confidential, in the case of Confidential Information, and Processed, in the case of Personal Data, in accordance with Clauses 14 and 15 of the Core Terms, respectively.*

*The Buyer acknowledges that it has had an opportunity to consult with other counsel (in-house or otherwise) before agreeing to this waiver****.****”*

CALL-OFF START DATE: 16th February 2023 or by signature of both parties

CALL-OFF EXPIRY DATE: 14th April 2023 or On completion of the Deliverables

CALL-OFF INITIAL PERIOD: 8 weeks

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).

175 Title deeds checks for Stanford Training Estate, please see Statement of Requirement for further details.

MANAGEMENT OF CONFLICT OF INTEREST

Please ensure that no conflict of interest applies by the supplier before acceptance of the contract.

CONFIDENTIALITY

All documents are to be kept securely and kept to sufficient standard as described in the attached DEFCONS due to the information that is required to be gathered.

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. If the Buyer requires an alternative arrangement in respect of IPRs, these should be specified here.

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

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.
* Insert if a Legal Project Manager is being used and the rate applicable.

; With a Not to exceed value of £100,000

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 because of:

* Indexation
* Extension of scope of instruction

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

NONE

SECONDMENT CHARGE

**N/A**

PAYMENT METHOD

Payment method(s) to be processed via Exostar / CP&F Payment system

BUYER’S INVOICING ADDRESS:

POC –

Address – DIO Estates Byelaws Review Team

DIO, Building 35, Winstanley Way, RMAS

Camberley

GU15 4PQ

Email: and DIO-ByelawsReviewTeam@mod.gov.uk

BUYER’S AUTHORISED REPRESENTATIVE

DIO Commercial officer – Enabling team

Delancey Building| Marlborough Lines, Andover | 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

Please see COS 18 and the Cyber documentation, already completed

SUPPLIER’S AUTHORISED REPRESENTATIVE

Partner

Kings Orchard 1 Queen Street Bristol BS2 0HQ

SUPPLIER’S CONTRACT MANAGER

Partner

Fleet Place House 2 Fleet Place London EC4M 7RF

PROGRESS REPORT

Please see Statement of requirement

PROGRESS REPORT FREQUENCY

Please see Statement of requirement

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

Please see Statement of requirement

KEY STAFF

Associate

Kings Orchard 1 Queen Street Bristol BS2 0HQ

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

Supplier’s Commercially Sensitive Information]

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Lot 1 Suppliers are required to have £10m Professional Indemnity Insurance

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: | Managing Partner | Role: | Commercial Officer |
| Date: | 08/03/2023 | Date: | 13th March 2023 |