

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

Order Form

CALL-OFF REFERENCE: GC3912

THE BUYER: Department for Science, Innovation & Technology (DSIT)

BUYER ADDRESS 100 Parliament Street, London SW1A 2BQ

THE SUPPLIER: TLT LLP

SUPPLIER ADDRESS: One Redcliff Street, Bristol, BS1 6TP

REGISTRATION NUMBER: OC308658

DUNS NUMBER: 739281603

SID4GOV ID: N/A

It is essential that if you, as the Buyer, add to or amend any aspect of any Call-Off Schedule, then **you must send the updated Schedule** with the Order Form to the Supplier]

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **26th June 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

Framework Ref: RM6179
Project Version: v1.0
Model Version: v4.3

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 7 (Financial Difficulties)
 - 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 6 (ICT Services)]
 - [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 15 (Call-Off Contract Management)]
 - [Call-Off Schedule 20 (Call-Off Specification)]
 - Call-Off Schedule 24 (Special Schedule)
5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) RM6179
7. 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

None.

CALL-OFF START DATE:	27 th June 2024
CALL-OFF EXPIRY DATE:	27 th December 2024
CALL-OFF INITIAL PERIOD:	6 Months
CALL-OFF OPTIONAL EXTENSION PERIOD	up to 6 Months

WORKING DAY

Any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form.

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).

See details in Call-Off Schedule 20 (Call-Off Specification)

MANAGEMENT OF CONFLICT OF INTEREST

Clause 32 of the Core Terms shall apply.

CONFIDENTIALITY

In accordance with Clause 15 of the Core Terms included as part of this agreement.

IPR

In accordance with Clause 9 Intellectual Property Rights (IPRs).

MAXIMUM LIABILITY - TBC

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 **£400,000**

CALL-OFF CHARGES

- (a) Hourly Rate
- (b) Capped Price

A Legal Project Manager is **not** being used.

For the avoidance of doubt, the cost of this contract will not exceed the value of £400,000 (excluding VAT) subject to the following assumptions:

Framework Ref: RM6179

Project Version: v1.0

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- The scope of our work remains as set out in Call Off Schedule 20 (Call-Off Specification).
- The “Requirement” section of Call Off Schedule 20 (Call-Off Specification) currently provides that “the exact nature of the legal services required will be determined as the transition progresses...” and therefore there are certain elements of the Call Off Deliverables which are yet to be determined. To the extent that those elements materially increase the scope of legal services required, the parties shall work together to consider how the scope may otherwise be amended (in order to keep to the Capped Price) or how that increased scope may separately be priced.
- Suitably authorised personnel from all parties will be available in all negotiation meetings and on all Teams/conference calls to allow negotiations to proceed and agreements to be reached without the need for a material number of points to be taken away for further review.
- All parties will act reasonably in negotiations to reach an agreement which reflects a balance of risks and responsibilities within ordinary parameters for arrangements of the nature described.
- The Supplier will not be required to attend an unreasonable number of meetings.
- The Supplier will monitor spend against the budget on a monthly basis and the parties agree to work together with reference to the budgetary spend as the project progresses to ensure that the legal services support is effectively targeted in order to keep within the overall budget figure.
- The project completing by 26th June 2025 (if the optional 6 month extension is required).

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

Not used

SECONDMENT CHARGE

Not used

PAYMENT METHOD

The payment method for this Call-Off Contract is BACS.
The payment profile for this Call-Off Contract is monthly in arrears.

The Supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.

BUYER'S INVOICING ADDRESS

[REDACTED]
Department for Science, Innovation and Technology
UK SBS Queensway House
West Precinct Billingham
TS23 2NF

A copy of the invoice should be emailed to:

[REDACTED]
A Purchase Order number will be sent to the Supplier in due course.

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]
100 Parliament Street, London, SW1A 2BQ

BUYER'S ENVIRONMENTAL POLICY

See details in the attached Annex 1

BUYER'S SECURITY POLICY

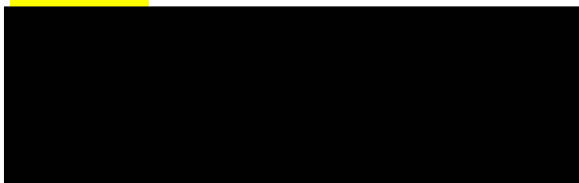
Security policy framework: protecting government assets, 2 December 2022, available online at: <https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>

BUYER'S ICT POLICY

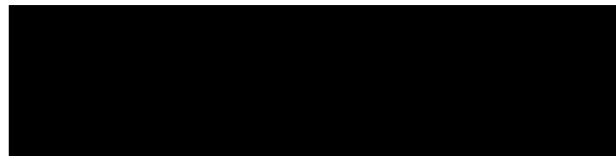
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Greening government: ICT and digital services strategy 2020 to 2025, 10 September 2020, available online at: <https://www.gov.uk/government/publications/greening-government-ict-and-digital-services-strategy-2020-2025>

SUPPLIER'S AUTHORISED REPRESENTATIVE



SUPPLIER'S CONTRACT MANAGER



PROGRESS REPORT

Not applicable.

PROGRESS REPORT FREQUENCY

Not applicable.

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

Unless otherwise agreed or directed operationally, progress reports shall be submitted in accordance with the Call-Off Schedule 20 (Call-Off Specification).

KEY SUPPLIER STAFF



One Redcliff Street, Bristol, BS1 6TP



One Redcliff Street, Bristol, BS1 6TP



david.isaacson@tlt.com

One Redcliff Street, Bristol, BS1 6TP

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

As per Joint Schedule 4

SERVICE CREDITS

Not applicable

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 of MAC 7.1 in Call-Off Schedule 4 (Call-Off Tender).

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:	PARTNER AND CLIENT RELATIONSHIP PARTNER	Role:	Head of Commercial
Date:	WEDNESDAY 26 TH JUNE 2024	Date:	27 th June 2024