

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

Order Form

CALL-OFF REFERENCE: Re-procurement of Defra's Core IT Infrastructure Contracts" (Replacing the Unity set of contracts)

THE BUYER: Secretary of State for the Environment, Food,
and Rural Affairs

BUYER ADDRESS: Nobel House
17 Smith Square
London
SW1P 3JR

THE SUPPLIER: DLA Piper
SUPPLIER ADDRESS: 160 Aldersgate Street
Barbican
London
EC1A 4HT

REGISTRATION NUMBER: OC307847
DUNS NUMBER: 73-862-3557
SID4GOV ID: 73-862-3557

APPLICABLE FRAMEWORK CONTRACT

Framework Ref: RM6179
Project Version: v1.0
Model Version: v3.7

This Order Form is for the provision of the Call-Off Deliverables and dated 01/06/2023
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(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)
 - Call-Off Schedules for “**Re-procurement of Unity - Core IT Infrastructure**”
 - Call-Off Schedule 2 (Staff Transfer, Part C)
 - 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

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: 01/06/2023

CALL-OFF EXPIRY DATE: On completion of the Deliverables

CALL-OFF INITIAL PERIOD: 4 years

WORKING DAY

For the purposes of this Call-Off Contract, “**Working Day**” shall mean any day, including Saturdays and Sundays and public holidays.

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)

Area	Total
Total	£850,000

MANAGEMENT OF CONFLICT OF INTEREST

Nothing additional to the CCS Core Terms (Version 3.0.11).

CONFIDENTIALITY

Nothing additional to the CCS Core Terms (Version 3.0.11).

IPR

Nothing additional to the CCS Core Terms (Version 3.0.11).

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.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£500,000** excluding VAT.

CALL-OFF CHARGES

The Supplier shall charge for the Services at the hourly rates set out in the table below:

Fee Earner	Hourly Price

A fee estimate for the Call Off Deliverables that is anticipated as being in scope is contained in the table under the Call-Off Deliverables section of the Order Form.

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.

Threshold 1	Threshold 2	Threshold 3
£1m and above, up to a maximum of £2,499,999.99	£2.5m and above, up to a maximum of £4,999,999.99	£5m and above
2.00%	2.00%	2.00%

REIMBURSABLE EXPENSES

None

DISBURSEMENTS

None

ADDITIONAL TRAINING CHARGE

None

SECONDMENT CHARGE

None

If a Secondment requirement arises during the Contract Period, it can be dealt with using the Variation Procedure and Joint Schedule 2 (Variations)

PAYMENT METHOD

Pricing mechanism is as per hourly rates outlined in the Call-Off Charges.

Payment in arrears upon submission of a compliant Invoice.

Payment by Purchase Order on receipt of a valid invoice.



BUYER'S INVOICING ADDRESS:

All draft invoices, after verified and approved by the Panel Services Management (PSM) Team and Buyer (CLG [REDACTED]), must be sent, quoting a valid purchase order number (PO Number), and sent to:

- [REDACTED]
Panel Services Management (PSM) Team
Government Legal Department
[REDACTED]

- [REDACTED]
Panel Services Management (PSM) Team
Government Legal Department
[REDACTED]

Final Invoices will be sent for payment by either [REDACTED] to:

[REDACTED]

Monthly WIP reports to be sent to [REDACTED] and [REDACTED].

BUYER'S AUTHORISED REPRESENTATIVE:

[REDACTED]

GLD, Commercial Law Group, [REDACTED]

[REDACTED]

[REDACTED]

&

[REDACTED]

GLD, Commercial Law Group, [REDACTED]

[REDACTED]

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Available on request

BUYER'S SECURITY POLICY

Available on request

BUYER'S ICT POLICY

Available on request

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

[REDACTED]

160 Aldersgate St, Barbican, London EC1A 4HT

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
[REDACTED]

160 Aldersgate St, Barbican, London EC1A 4HT

PROGRESS REPORT

Not applicable

PROGRESS REPORT FREQUENCY

The Supplier is requested to provide regular progress updates but not in a formal progress report.

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

Progress meetings to be held at regular intervals.

KEY STAFF

[REDACTED]
[REDACTED]

160 Aldersgate St, Barbican, London EC1A 4HT

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

Please see details in Joint Schedule 4 (Commercially Sensitive Information)

SERVICE CREDITS

Not Applicable

ADDITIONAL INSURANCES


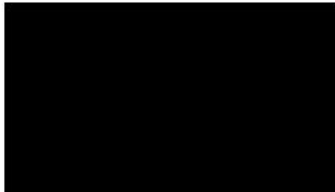

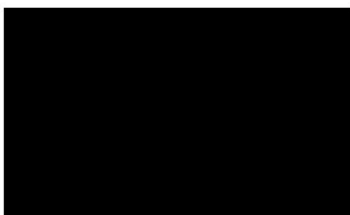
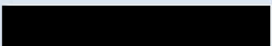

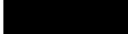
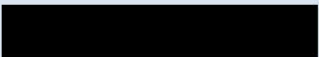
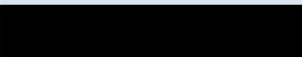
Not Applicable












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.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	 	Signature:	 
Name:		Name:	
Role:	DLA Piper UK LLP, 	Role:	Client Department for Environment, Food and Rural Affairs DEFRA)
Date:		Date:	

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