

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

CALL-OFF REFERENCE:	712047450
THE BUYER:	Secretary of State for Defence, as represented by the Submarine Delivery Agency ("SDA") Platform Equipment Delivery ("PEDT")
BUYER ADDRESS:	MOD Abbey Wood Ash 1C #3114 Bristol BS34 8JH
THE SUPPLIER:	Mills & Reeve LLP
SUPPLIER ADDRESS:	24 King William Street London EC4R 9AT
REGISTRATION NUMBER:	OC326165
DUNS NUMBER:	219268914

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 1 – General Legal Advice and Services

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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, in equal order of precedence
2. Joint Schedule 1 (Definitions and Interpretation)
3. Framework Incorporated Terms and Framework Special Terms as set out in the Framework Award Form
4. The following Joint Schedules, in equal order of precedence:
 - 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)
5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility)

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.

CALL-OFF SPECIAL TERMS

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

<p>CALL-OFF START DATE</p> <p>On signature by both parties.</p>
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CALL-OFF EXPIRY DATE

On completion of the Call-Off Deliverables.

CALL-OFF DELIVERABLES (CALL-OFF SPECIFICATION)

The provision of legal support and advice relating to the draft bespoke SMASSES contract and ITT document pack, including an initial and a final review of the following documentation to include:

- checking ts and cs, schedules and ITT for clarity, ambiguity, consistency and conflict.
- checking references in ts and cs, schedules and ITT.
- checking for conflict between DEFCONs, terms and narrative DEFCONs in the ts and cs.
- suggesting any additional commercial policy statements for inclusion in the ts and cs.
- reviewing KPIs for ambiguity, clarity of language, consistency and conflict between KPIs.
- pragmatic review of the SOR.
- drafting a legal assurance note following review of the documentation.

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).

The Supplier shall not, except where expressly authorised by the MoD Legal Advisers, advise on any of the following matters:

- Procurement law
- Subsidies
- Public Law
- SSCR
- TUPE
- IPR

IPR

Intellectual 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.

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MAXIMUM LIABILITY

Subject to any applicable Regulatory Compliance requirements, the Supplier's total aggregate liability under this Call-Off Contract (whether in tort, contract or otherwise) shall be no more than £20,000,000 (twenty million pounds).

CALL-OFF CHARGES

Time and materials based on the Supplier's rates set out below.

Call-off charges fully redacted on commercial sensitivity grounds (pricing).

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 (FOR TRAVEL, SUBSISTANCE AND HOTEL ACCOMMODATION)

Recoverable in accordance with the Ministry of Defence Business Travel Policy, provided authorised in advance:



Business-Travel-Guide.docx

DISBURSEMENTS

Payable, provided authorised in advance.

PAYMENT METHOD

The 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.

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BUYER'S AUTHORISED REPRESENTATIVE**Name - Redactions applied under Freedom Of Information (FOI) Section 40, personal data**

SDA-PEDT-ComrcI-Mgr4
 Commercial Manager – PEDT
 Ash 1C #3114
 MOD Abbey Wood
 Bristol
 BS34 8JH

Email Address: Redactions applied under Freedom Of Information (FOI) Section 40, personal data**SUPPLIER'S AUTHORISED REPRESENTATIVE****Name - Redactions applied under Freedom Of Information (FOI) Section 40, personal data**

Partner
 Mills & Reeve LLP

Email Address: Redactions applied under Freedom Of Information (FOI) Section 40, personal data

100 Hills Road Cambridge CB2 1PH

JOINT SCHEDULE 11 (PROCESSING DATA) – ANNEX 1

The 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.

CLIENT ACCOUNT

The Supplier may deposit the Buyer's monies with such banks as the Supplier may from time to time decide in accordance with its regulators' Accounts Rules. The details of the bank where the Buyer's funds are held shall be provided to the Buyer on request.

The Supplier has no immediate control over these monies while they are held on deposit and the Supplier will not be liable to the Buyer for any monies lost as a result of the failure of the bank. In these circumstances, the Buyer may be entitled to compensation under the Financial Services Compensation Scheme.

Interest is earned on the Supplier's Client Account. The Supplier shall have an interest rate policy which is designed to ensure the Buyer is treated fairly and which complies with the Supplier's regulatory requirements. This shall be provided to the Buyer, on request.

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RESIDUAL BALANCES

If the Supplier is holding any of the Buyer's money at the end of a matter the Supplier will either send it to the Buyer or, if there are other ongoing matters that the Supplier is working on for the Buyer, the Supplier may transfer the money to the Buyer's account on one of those other open matters (where this is permitted by the Supplier's regulators' Accounts Rules).

Where the Supplier does send the money to the Buyer the Supplier will usually send it by electronic transfer to a bank account confirmed by Buyer. If the Supplier does not hold such bank account details, then the Supplier will send the money by cheque to the address stipulated in this Order Form.

If the Buyer does not present the cheque for clearing within six months the Supplier will cancel it for security reasons and endeavour to let the Buyer know that the Supplier has done so. The Supplier will try to contact the Buyer by email, phone or in writing (at the Buyer's last known address) to seek instructions or consent to donate the balance to charity. If the Supplier is unable to contact the Buyer or get instructions within a further three months, the Supplier will make arrangements to donate the funds to charity in accordance with its regulators' Accounts Rules.

GENERAL

The Supplier's advice and services are for the Buyer's benefit only in connection with the particular work that the Buyer instructs the Supplier to do. Unless agreed otherwise in writing, the Supplier's advice is not intended to be used or relied upon by anyone else, or for a different purpose. The Buyer should not, therefore, disclose the Supplier's advice to anyone else without the Supplier's consent or rely on it in connection with any other matter.

The Supplier will take instructions from the contact(s) named in this Order Form, as confirmed by the Buyer. The Supplier may also take instructions from and provide advice in this matter to other individuals within the Buyer's organisation.

The Supplier's bank account details are unlikely to change. Should the Buyer receive any suspicious correspondence the Supplier shall contact the Buyer on a verified number. Numbers can be verified on the Supplier's website, or by contacting the Supplier using the details set out in the Solicitors Register hosted on the Solicitors Regulation Authority website.

CALL-OFF SCHEDULES

The following Call-Off Schedules are incorporated into this Call-Off Contract, as amended or supplemented as follows:

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CALL-OFF SCHEDULE 1 (TRANSPARENCY REPORTS)

Annex 1: List of Transparency Reports and/or other reports

1. Should the Call-Off Deliverables prolong beyond 12th July 2024, the Supplier shall provide a Forecast Report stating:
 - Summary of progress against Call-Off Deliverables,
 - Summary of remaining actions in-month
 - Summary of total remaining actions
 - Summary of SMASSES Legal Services charges comprising:
 - Total charges incurred and billed to date,
 - Total charges incurred and unbilled to date,
 - Total charges forecast to be incurred, and
 - Total charges (billed, unbilled, forecast)
2. Should the Buyer require any additional reports to be produced, the Buyer shall, acting reasonably, request these in writing and the Supplier shall provide such other particulars as may be requested. All requests shall include confirmation of which report(s) and particulars are to be provided.

CALL-OFF SCHEDULE 2 (STAFF TRANSFER)

No transfer at the start - Parts C, D and E apply

CALL-OFF SCHEDULE 3 (CONTINUOUS IMPROVEMENT)**CALL-OFF SCHEDULE 17 (MOD TERMS)**

Annex 1: DEFCONs and DEFFORMs

The following MoD DEFCONs and DEFFORMs apply to this Call-Off Contract:

- a. DEFCON 658 (Ed 10/22) Cyber
- b. DEFCON 660 (Ed 12/15) Official-Sensitive Security Requirements

in which:

- i. "the Authority" means the Buyer;
- ii. "the Contractor" means the Supplier; and
- iii. "the Contract" means this Call-Off Contract.

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The Security Aspects Letter which applies to this Call-Off Contract is attached – Reference 712047450.
CALL-OFF SCHEDULE 24 (SPECIAL SCHEDULE)

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	Name - Redactions applied under Freedom Of Information (FOI) Section 40, personal data	Signature:	Name - Redactions applied under Freedom Of Information (FOI) Section 40, personal data
Name:	Name - Redactions applied under Freedom Of Information (FOI) Section 40, personal data	Name:	Name - Redactions applied under Freedom Of Information (FOI) Section 40, personal data
Role:	Partner	Role:	PEDT Manager Commercial
Date:	1 July 2024	Date:	1 July 2024

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