

RM3816 Call Off Contract Order Form

CALL OFF ORDER FORM

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of Estates Professional Services RM3816 dated 25/09/2017.

The Supplier agrees to supply the Services specified below on and subject to the terms of this Call Off Contract.

For the avoidance of doubt this Call Off Contract consists of the terms set out in this Call Off Order Form and the Call Off Terms and Conditions to which the Framework Agreement refers.

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| Customer User Agreement Reference Number | EPS-0919-2020 |
| Order Number | 20/02 |
| From | REDACTED Department for Work and Pensions 2nd Floor Hartshead Square Sheffield S1 2FD |
| From | REDACTED |
| To | Gerald Eve LLP 72 Welbeck Street London, W1G 0AY www.geraldeve.com |
| To | |

SECTION B

CALL OFF CONTRACT PERIOD

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| 1.1. | Commencement Date: 1.9.2020 |
| | Expiry Date: 31.8.2021 End date of Initial Period : 31.8.2021 End date of Extension Period : Not required Minimum written notice to Supplier in respect of extension: |

SERVICES

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| 2.1 | Services required: In Call Off Schedule 2 (Services)  Conflict of Interest LLM Specification V4 The exact scope of work will need to be discussed and agreed when any instruction is placed with the supplier under this call-off contract. |
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IMPLEMENTATION PLAN

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| 3.1. | Implementation Plan: N/A |
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CONTRACT PERFORMANCE

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| 4.1. | Standards: |
| 4.2 | Service Levels/Service Credits: N/A Service Credit Cap (Call Off Schedule 1 (Definitions)): N/A Customer periodic reviews of Service Levels (Clause Error! Reference source not found. of the Call Off Terms): N/A |
| 4.3 | Critical Service Level Failure: N/A |

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| 4.4 | Performance Monitoring: Part B of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring) |
| 4.5 | Period for providing Rectification Plan: In Clause Error! Reference source not found. of the Call Off Terms |

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| PERSONNEL | Key Personnel: |
| 5.1 | REDACTED |
| 5.2 | Relevant Convictions (Clause Error! Reference source not found. of the Call Off Terms): |

PAYMENT

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| 6.1 | |
| 6.2 | Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): Invoice on Completion of services required BACS payment In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) |
| 6.3 | Reimbursable Expenses: Not permitted |
| 6.4 | Customer billing address (paragraph 8.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): DWP, Estates Department, The Department for Work and Pensions, Ground Floor, Caxton House, Tothill Street, London, SW1H 9NA |
| 6.5 | Call Off Contract Charges fixed for (paragraph Error! Reference source not found. of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): 1 Call Off Contract Years from the Call Off Commencement Date |
| 6.6 | Supplier periodic assessment of Call Off Contract Charges (paragraph Error! Reference source not found. of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on: N/A |

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| 6.7 | <p>Supplier request for increase in the Call Off Contract Charges (paragraph Error! Reference source not found. of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Not Permitted</p> |
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LIABILITY AND INSURANCE

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| 7.1 | <p>Estimated Year 1 Call Off Contract Charges:</p> <p>Unknown – Maximum expected £50,000 In line with rate card attached REDACTED</p> |
| 7.2 | <p>Supplier's limitation of Liability (Clause Error! Reference source not found. of the Call Off Terms);</p> <p>In Clause Error! Reference source not found. of the Call Off Terms</p> |
| 7.3 | <p>Insurance (Clause Error! Reference source not found. of the Call Off Terms):</p> <p>Clause Error! Reference source not found. of the Call Off Terms</p> |

TERMINATION AND EXIT

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| 8.1 | <p>Termination on material Default (Clause Error! Reference source not found. of the Call Off Terms):</p> <p>In Clause Error! Reference source not found. of the Call Off Terms</p> |
| 8.2 | <p>Termination without cause notice period (Clause Error! Reference source not found. of the Call Off Terms):</p> <p>In Clause Error! Reference source not found. of the Call Off Terms</p> |
| 8.3 | <p>Undisputed Sums Limit:</p> <p>In Clause Error! Reference source not found. of the Call Off Terms</p> |
| 8.4 | <p>Exit Management:</p> <p>Not applied</p> |

SUPPLIER INFORMATION

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| <p>9.1</p> | <p>Supplier's inspection of Sites, Customer Property and Customer Assets: see Clauses Error! Reference source not found. (Due Diligence), Error! Reference source not found. (Customer Premises) and Error! Reference source not found. (Customer Property). In respect of clause 2 it will be for the customer to use reasonable endeavours to provide such documentation and information as is appropriate to enable the supplier to undertake each particular engagement. The supplier will be entitled to rely on information provided by the customer save where the supplier should have reasonable cause to appreciate the information is erroneous or incomplete.</p> |
| <p>9.2</p> | <p>Commercially Sensitive Information: All information should be classified as 'Commercially Sensitive Information' save where that information was already in the possession of the supplier or is publicly available.</p> |

OTHER CALL OFF REQUIREMENTS

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| <p>10.1</p> | <p>Recitals (in preamble to the Call Off Terms): Recital A</p> |
| <p>10.2</p> | <p>Call Off Guarantee (Clause Error! Reference source not found. of the Call Off Terms): Not required</p> |
| <p>10.3</p> | <p>Security: paragraphs 1 to 5 of Schedule 7 (Security) apply (once the customer provides any instructions to the supplier to undertake an engagement under this call-off contract) and DWP Security Policy and Standards as published https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards</p> |
| <p>10.4</p> | <p>Accessibilty Policy Not applied</p> |
| <p>10.5</p> | <p>Equality and Diversity Policy</p> |

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| | Not applied |
| 10.6 | ICT Policy: To be provided by the Customer before the Commencement Date |
| 10.7 | Testing: Not applied |
| 10.8 | Business Continuity & Disaster Recovery: Not applied Disaster Period: For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be the period of the contract |
| 10.9 | Failure of Supplier Equipment (Clause 32.8 of the call off Terms: Not applied |
| 10.10 | Protection of Customer Data (Clause Error! Reference source not found. of the Call Off Terms): |
| 10.11 | Notices (Clause Error! Reference source not found. of the Call Off Terms): Customer’s postal address and email address: DWP, Estates Department, The Department for Work and Pensions, Ground Floor, Caxton House, Tothill Street, London, SW1H 9NA Supplier’s postal address and email address: Gerald Eve LLP 72 Welbeck Street London, W1G 0AY <u>www.geraldeve.com</u> |
| 10.12 | Transparency Reports In Call Off Schedule 13 (Transparency Reports) to be provided if the customer notifies the supplier and only after the supplier has been instructed in respect of an engagement under the call-off contract. |
| 10.13 | Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14): |
| 10.14 | Call Off Tender: In Schedule 15 (Call Off Tender) - nil |

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| 10.15 | Customer's Social Value priorities Not applied |

FORMATION OF CALL OFF CONTRACT

BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Services in accordance with the terms Call Off Order Form and the Call Off Terms.

The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.

In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Supplier within two (2) Working Days from such receipt.

For and on behalf of the Supplier:

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| Name and Title | REDACTED |
| Signature | REDACTED |
| Date | 2 September 2020 |

For and on behalf of the Customer:

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|----------------|------------------|
| Name and Title | REDACTED |
| Signature | REDACTED |
| Date | 2 September 2020 |