

## Order Form

CALL-OFF REFERENCE: CABO0030/Z2111361

THE BUYER: Cabinet Office

BUYER ADDRESS  
Cabinet Office  
70 Whitehall  
London  
SW1A 2AS

THE SUPPLIER: Pinsent Masons LLP

SUPPLIER ADDRESS: 30 Crown Place, Earl Street, London, EC2A 4ES

REGISTRATION NUMBER: OC333653

DUNS NUMBER: 211023394

SID4GOV ID: N/A

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **29/06/22**.

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:

**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 1 (Definitions)
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 6 (Key Subcontractors) – **NOT USED**
    - Joint Schedule 7 (Financial Difficulties)
    - Joint Schedule 8 (Guarantee) – **NOT USED**
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
    - Joint Schedule 12 (Supply Chain Visibility) – **NOT USED**
  - Call-Off Schedules for CABO0030/Z2111361
    - Call-Off Schedule 1 (Transparency Reports) (as set out below)
    - Call-Off Schedule 2 (Staff Transfer) (Part C and Part E only) – **NOT USED**
    - Call-Off Schedule 3 (Continuous Improvement) (managed at framework level)
    - Call-Off Schedule 4 (Call-Off Tender) – **NOT USED**
    - Call-Off Schedule 5 (Pricing Details) – **NOT USED**
    - Call-Off Schedule 6 (ICT Services) - **NOT USED**
    - 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 11 (Installation Works) – **NOT USED**
    - Call-Off Schedule 12 (Clustering) – **NOT USED**
    - Call-Off Schedule 13 (Implementation Plan and Testing) – **NOT USED**
    - Call-Off Schedule 14 (Service Levels)
    - Call-Off Schedule 15 (Call-Off Contract Management)
    - Call-Off Schedule 16 (Benchmarking)
    - Call-Off Schedule 17 (MOD Terms) – **NOT USED**
    - Call-Off Schedule 18 (Background Checks)
    - Call-Off Schedule 19 (Scottish Law) – **NOT USED**
    - Call-Off Schedule 20 (Call-Off Specification)
    - Call-off Schedule 21 (Northern Ireland Law) – **NOT USED**

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

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- Call-Off Schedule 23 (HMRC Terms)
- Call-Off Schedule 24 (Special Schedule)
- Call-Off Schedule 25 (Secondment Agreement Template) – **NOT USED**

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

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

#### 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.

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

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

### Special Term 2

Should the Buyer require additional security to apply to any Services or Deliverables beyond that set out in Call off Schedule 9 (Security Management), this shall be agreed at that time in writing between the parties.

### Special Term 3

See Annex 1 to this Order Form

CALL-OFF START DATE: **Wednesday 29<sup>th</sup> June 2022**

CALL-OFF INITIAL PERIOD: 2 years from the CALL-OFF START DATE

CALL-OFF OPTIONAL EXTENSION PERIOD: 1 year from the end of the CALL-OFF INITIAL PERIOD

### WORKING DAY

Any day other than a Saturday or Sunday or public holiday in England and Wales unless otherwise requested by the Buyer and agreed in advance.

### 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

In the event that a conflict arises through the course of the provision of the Services which the Buyer agrees in writing that the conflict can be managed to their satisfaction, Call Off Special Term 1 will apply, and any particular arrangements or mitigating steps shall be agreed in writing with the Buyers Authorised Representative.

### CONFIDENTIALITY

The Supplier team shall not discuss or disclose in email or instant messaging or otherwise any confidential information relating to the Agreement and Deliverables with anyone in or outside the firm other than a fellow member of the Supplier team or insofar as is necessary to comply with their professional obligations.

IPR

N/A

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

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### 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

#### Hourly Rates

Fee Earner	Hourly Price
Partner	£ [REDACTED]
Legal Director	£ [REDACTED]
Senior Solicitor	£ [REDACTED]
Solicitor	£ [REDACTED]
Junior Solicitor	£ [REDACTED]
Trainee / Paralegal	£ [REDACTED]
Legal Project Manager	£ [REDACTED] Under FOIA Section 43, commercial interests

The Charges will not be impacted by any change to the Framework Prices.

### CAPPED PRICE

£3,500,000 in any 12-month period commencing from Call-off Start Date.

### 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

Any disbursements must be agreed in advance by the Buyers Contract Manager.

For the avoidance of doubt, if the Buyers Contract Manager agrees that the Suppliers shall instruct Counsel, the Supplier shall instruct Panel Counsel at Panel Counsel rates.

### ADDITIONAL TRAINING CHARGE

None

### SECONDMENT CHARGE

Not Applicable

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

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**PAYMENT METHOD**

Draft invoices with full narrative to include work to that point should be sent to Sharan Sidhu by 25<sup>th</sup> of the month for approval. Once the draft invoice is approved, the invoice should be sent to the Buyer's Invoicing Address quoting the correct Purchase Order Number.

Payment will be made by Bank Transfer.

**BUYER'S INVOICING ADDRESS:**

All invoices must be sent, quoting a valid Purchase Order Number (PO Number), to:

[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]

**Redacted** Under FOIA Section 40, personal information

Within **10** Working Days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e., Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.

If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to:

[Redacted]

or by post at [Redacted]

between 09:00-17:00 Monday to Friday.

**Redacted** Under FOIA Section 40, personal information

**BUYER'S AUTHORISED REPRESENTATIVE(S)**

[Redacted]  
[Redacted]  
[Redacted]

**Redacted** Under FOIA Section 40, personal information

**BUYER'S ENVIRONMENTAL POLICY**



Cabinet Office  
Environmental Policy

**BUYER'S SECURITY POLICY**

Please see Call-Off Schedule: 9 Security Management

**BUYER'S ICT POLICY**

Not Applicable

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

[Redacted]

Partner

[Redacted]

Redacted Under FOIA Section 40, personal information

**SUPPLIER'S CONTRACT MANAGER**

[Redacted]

Partner

[Redacted]

Redacted Under FOIA Section 40, personal information

**PROGRESS REPORT**

Please see Call-Off Schedule 20

**PROGRESS REPORT FREQUENCY**

As requested by the Buyers Authorised Representative, but no less frequent than monthly.

**PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY**

As requested by the Buyers Authorised Representative, but no less frequent than monthly.

**KEY STAFF**

[Redacted]

Partner

[Redacted]

Redacted Under FOIA Section 40, personal information

**KEY SUBCONTRACTOR(S)**

Not Applicable

**COMMERCIALY SENSITIVE INFORMATION**

Please see Joint Schedule 4 (Commercially Sensitive Information)

#### SERVICE CREDITS

Not applicable

#### ADDITIONAL INSURANCES

Not applicable

#### GUARANTEE

Not applicable

#### SOCIAL VALUE COMMITMENT

Pinsent Masons is a signatory to the ten principles of the UN Global Compact and has pledged to support the progress of the 17 Sustainable Development Goals (SDGs). The SDGs cover all three of the framework social value priorities and more. We publish annually a [Communication on Progress](#) report, which outlines how we support the SDGs.

The social value commitments outlined below will be monitored throughout the Call-Off Initial Period and any Call-Off Optional Extension Period.

#### **Effective stewardship of the environment - SBTI environmental commitments:**

- Pinsent Masons commits to reach net-zero GHG emissions across the value chain by FY2040;
- Near-term target: Pinsent Masons commits to reduce absolute scope 1, 2 and 3 GHG emissions 50.4% by FY2030 from a FY2019 base year;
- Long-term target: Pinsent Masons commits to reduce absolute scope 1, 2 and 3 GHG emissions 90% by FY2040 from a FY2019 base year;
- Pinsent Masons also commits to increase annual sourcing of renewable electricity from 75% in FY2019 to 100% by FY2030.

#### **Tackle workforce inequality and improve diversity - commitments:**

- In the period to 2025, the firm has set a target of 10% minority ethnic representation across its UK partnership and senior business operations teams. 15% of the firm's internal promotions to partner and senior business operations positions will identify as minority ethnic.
- Furthermore, Pinsent Masons has set a 20% target for its UK workforce and its trainee population by 2025. The firm has also committed to promoting at least one minority ethnic colleague to the global Board by the end of 2023. By 2025, Pinsent Masons will have improved representation on its Operations Committee and Spark Board as well as its senior leadership team.

#### **Improve health and wellbeing - commitments**

We have structures in place to ensure accountability and responsibility for activity to support health and wellbeing. We have a formal Global Inclusion Strategy Group (GISG), sponsored by our Senior Partner, and a Wellbeing Steering Group chaired by our Director of HR&L, sponsored at Board level by our Managing Partner. Both report to our Board on all health and wellbeing action. GISG has a 90-day and 3-year plan.

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

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We employ a dedicated 6-person Responsible Business Team to achieve objectives set by GISG; coordinate existing and planned activities to support health and wellbeing; monitor, measure and report on activities and impact; and collate feedback to inform future initiatives. Our activities are not exclusively centrally-driven. Our firm also conducts activities at team and locality-level across our global office network.

We will continue to conduct regular pulse surveys throughout the year to measure wellbeing in the workforce on whether:

- they feel treated with appropriate respect
- they feel they can work flexibly and if their time is considered by others when organising calls/meetings
- they feel annual leave/non-working days are respected
- they can communicate concerns regarding timescales/deadlines
- they feel their line manager cares about wellbeing and their manager is approachable
- their work-life balance has been negatively impacted by Covid-19

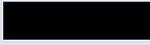
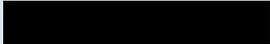
The results of the pulse surveys (as well as MBC and Board sponsor communications) will continue to be used to support our wider work and continuous improvement on health, wellbeing and agile working.

We are committed to continued external benchmarking to enable planning for continuous improvement in health and wellbeing. We will continue to consult with and be benchmarked by:

- Business in The Community: as part of the BiTC Responsible Business Tracker
- People In Law Network: recognised as 'Best Health and Wellbeing Initiative' for our work raising awareness of menopause
- This Can Happen Network: recognised as 'Best New Workplace Approach to Mental Health' for our adoption of the Mindful Business Charter

The results of reports are escalated up through GISG and to the Board and are actioned to improve our working practices – eg we have recently introduced a lunch-hour slot in everyone's diaries and the setting of wellbeing objectives for staff.

**Framework Schedule 6 (Order Form Template and Call-Off Schedules)**  
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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:	Commercial Director	Role:	Partner
Date:	29.06.22	Date:	28 June 2022

**Redacted** Under FOIA Section 40, personal information