

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

Order Form

CALL-OFF REFERENCE: **GLD0028 2023 eDisclosure Services**
[REDACTED]

THE BUYER: **Government Legal Department**

BUYER ADDRESS **102 Petty France, Westminster, London
SW1H 9GL**

THE SUPPLIER: **Legastat Limited**

SUPPLIER ADDRESS: **57 Carey Street, London, WC2A 2JB**

REGISTRATION NUMBER: **03807082**

DUNS NUMBER: [REDACTED]

SID4GOV ID: **N/A**

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **18 July 2023**.

It's issued under the Framework Contract with the reference number **RM6336** for the provision of eDisclosure and Review Services 2.

CALL-OFF LOT(S):
Lot 2 End to End Service

CALL-OFF INCORPORATED TERMS

This is a Gold Contract.

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) RM6336
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for **RM6336** framework reference number
 - 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 **GLD 028 2023** 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 5 (Pricing Details)
 - 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 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility)RM6336
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

The following Special Terms are incorporated into this Call-Off Contract: None

CALL-OFF START DATE: 18 July 2023

CALL-OFF EXPIRY DATE: 31 January 2025

CALL-OFF INITIAL PERIOD: 19 Months

CALL-OFF DELIVERABLES

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

The Contract term is **19** months or until 31 January 2025 whichever is later, with an option to extend for a maximum of 24 further months in 12-month increments. For the avoidance of doubt, the Contracting Authority does not guarantee any volume of work.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)]

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)]

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

BUYER'S AUTHORISED REPRESENTATIVE

[Redacted]

BUYER'S ENVIRONMENTAL POLICY

Not applicable

BUYER'S SECURITY POLICY

Not applicable

SUPPLIER'S AUTHORISED REPRESENTATIVE

[Redacted]

SUPPLIER'S CONTRACT MANAGER

[Redacted]

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter]

KEY STAFF

[Redacted]

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

A Critical Service Level Failure is in relation to the processing of data a Critical Service Level Failure shall comprise a failure to process electronic material within 3 working days from receipt or download or hard copy within 5 working days of receipt.

In relation to availability of the eDisclosure review platform a Critical Service Level Failure shall be recorded if the system is NOT available 100% of the time during core working hours (08:00 - 18:00 Monday - Friday) and 95% at all other times for a cumulative total of more than 8 instances accumulated in any three (3) Month period, or 16 instances in any rolling twelve (12) Month period.

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

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There's a guarantee of the Supplier's performance provided for all Call-Off Contracts entered under the Framework Contract

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 in Call-Off Schedule 4 (Call-Off Tender)]

The Government Legal Department (GLD) has a strong commitment to equality and diversity. Suppliers are required to support and encourage employment and skills development opportunities through the performance of this Contract, with specific focus on opportunities for priority groups, including (but not limited to):

- People with disabilities
- Ex-offenders
- Ethnic Minorities
- Long term unemployed

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	[REDACTED]	Signature:	[REDACTED]
Name:	[REDACTED]	Name:	[REDACTED]
Role:	[REDACTED]	Role:	[REDACTED]
Date:	[REDACTED]	Date:	[REDACTED]