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

**Order Form**

CALL-OFF REFERENCE: **Cnt** **6232**

THE BUYER: **Department of Science Innovation & Technology (Artificial Intelligence safety Institute)**

BUYER ADDRESS **10 Victoria Street, London, SW1H 0NB**

THE SUPPLIER: **Dentons UK and Middle East LLP**

SUPPLIER ADDRESS: **One, Fleet Place, London, EC4M 7WS**

REGISTRATION NUMBER: **OC322045**

DUNS NUMBER: **779522056**

SID4GOV ID: **N/A**

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 03/05/2024.

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 2 – Finance and Complex Legal 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 – **N/A**
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 6 (Key Subcontractors)
  + Joint Schedule 10 (Rectification Plan)
  + Joint Schedule 11 (Processing Data)
* Call-Off Schedules for **Cnt 6232**
  + 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 7 (Key Supplier Staff)
  + Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
  + Call-Off Schedule 14 (Service Levels)
  + Call-Off Schedule 15 (Call-Off Contract Management)
  + Call-Off Schedule 16 (Benchmarking)
  + Call-Off Schedule 20 (Call-Off Specification)
  + Prj\_3523\_AISI\_Legal Services\_Annex A\_Specification\_RM6179\_Lot2\_OSC
  + Call-Off Schedule 24 (Special Schedule)
  + Appendix A – DSIT Environmental Policy
  + Appendix B – DSIT Security Policy
  + Prj\_3523\_Schedule 19\_TAF (Ad-Hoc)\_OSC (Once populated)
  + Prj3523\_AISI Legal Services\_Dentons\_Technical Response\_OSC

1. CCS Core Terms (version 3.0.11)
2. 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 – **NOT USED (N/A)**

Special Term 1

Redacted

CALL-OFF START DATE: **03rd May 2024**

CALL-OFF EXPIRY DATE: **05th May 2026**

CALL-OFF INITIAL PERIOD: **1 year (12 months) 03rd May 2024 – 04th May 2025**

[CALL-OFF OPTIONAL EXTENSION PERIOD – **1 year (12 Months) 05th May 2025 – 05th May 2026**

**CALL-OFF DELIVERABLES**

Please seeCall-Off Schedule 20

The Buyer is entitled to 2 hours of free initial consultation and legal advice with each Order / Task in accordance with Paragraph 5.2 of Framework Schedule 1 (Specification).

See details in Call-Off Schedule 20 - *(Call-Off-Schedule-20-Specification-v3.0-3 (1) & Prj\_3523\_AISI Legal Services\_Document 2\_Specification\_RM6179\_Lot2\_OSC)*

**MANAGEMENT OF CONFLICT OF INTEREST**

In addition the Special Term 1 above, the Supplier and the Buyer will have to manage Conflict of Interests in line with the previously agreed requirements under the Framework Schedule 1 and the Core Terms under RM6179 and shall agree in respect of each Order / Task the approach to managing Conflicts of Interest and the Supplier receipt of any Confidential Information that may result in future Conflict of Interests.

**CONFIDENTIALITY**

The information discussed within this contract are to be confidential and legal privilege applies.

**IPR**

Clause 9 (IPRs) assigns all IPRs in the outputs from the Deliverables to the Supplier, with a licence from the Supplier to the Buyer to use, transfer and sub-licence such rights. See Call-Off Schedule 24 (Special Schedule).

**MAXIMUM LIABILITY**

Redacted

**CALL-OFF CHARGES**

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

**VOLUME DISCOUNTS**

As per CCS Framework RM6179 Lot 2 – Financial and Complex Legal Services

**REIMBURSABLE EXPENSES**

N/A

**DISBURSEMENTS**

N/A

**ADDITIONAL TRAINING CHARGE**

N/A

**SECONDMENT CHARGE**

N/A

**PAYMENT METHOD**

Payment of undisputed invoices will be made within 30 days of receipt of invoice, which must be submitted promptly by the Supplier.

All draft invoices, after verified and approved by the Buyer, must be sent, quoting a valid purchase order number (PO Number), to:

**Department for Science, Innovation and Technology**

100 Parliament Street, London, SW1A 2BQ

c/o UK SBS Queensway House, West Precinct, Billingham, TS23 2NF

OR

Email - [finance@services.uksbs.co.uk](mailto:finance@services.uksbs.co.uk)

Within **10** Working Days of receipt of your countersigned copy of this Order Form, 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, item number (if applicable) and the details (name, email, and telephone number) of your Buyer contact (i.e. Buyer Authorised Representative). Non-compliant invoices may be sent back to you, which may lead to a delay in payment.

Payments will be made to DSIT.

If you have a query regarding an outstanding payment, please email: [finance@services.uksbs.co.uk](mailto:finance@services.uksbs.co.uk) between 09:00-17:00 Monday to Friday.

BUYER’S INVOICING ADDRESS:

**Department for Science, Innovation and Technology**

100 Parliament Street, London, SW1A 2BQ

c/o UK SBS Queensway House, West Precinct, Billingham, TS23 2NF

**BUYER’S AUTHORISED REPRESENTATIVE**

[**Insert** name]

**[Insert** role]

[**Insert** email address]

**[Insert** address]

**BUYER’S ENVIRONMENTAL POLICY**

Please see Appendix A

**BUYER’S SECURITY POLICY**

Please see Appendix B

**BUYER’S ICT POLICY**

N/A

**SUPPLIER’S AUTHORISED REPRESENTATIVE**

[**Insert** name]

**[Insert** role]

[**Insert** email address]

**[Insert** address]

**SUPPLIER’S CONTRACT MANAGER**

[**Insert** name]

**[Insert** role]

[**Insert** email address]

**[Insert** address]

**PROGRESS REPORT**

Please see Call-Off Schedule 20

**PROGRESS REPORT FREQUENCY**

Please see Call-Off Schedule 20

**PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY**

Please See Call off Schedule 20 Contract meetings Para 12 on a Quarterly basis

**KEY STAFF**

Please see Dentons UK and Middle East LLP Response to Q 4.2 - Core Team

**KEY SUBCONTRACTOR(S)**

N/A

**COMMERCIALLY SENSITIVE INFORMATION**

Please see Joint Schedule 4

**SERVICE CREDITS**

Please see Call-Off Schedule 14

**ADDITIONAL INSURANCES**

N/A

**GUARANTEE**

N/A

**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 at framework level in their Framework Prospectus.

Furthermore, the buyer will discuss with the supplier what an appropriate and proportionate commitment will be in line with the requirement and monitor the supplier’s performance against this as part of ongoing contract management.

|  |  |  |  |
| --- | --- | --- | --- |
| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer:** | |
| Signature: |  | Signature: |  |
| Name: |  | Name: |  |
| Role: |  | Role: |  |
| Date: |  | Date: |  |