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

**Order Form**

|  |  |
| --- | --- |
| CALL-OFF REFERENCE: | [Client to provide CP&F reference] |
| THE BUYER: | The Secretary of State for Defence |
| BUYER ADDRESS: | C17 Command Support & Airbourne Equipment (C17CSAE) Delivery Team  MoD Abbey Wood  Walnut, NH1 Atrium, #1027  Bristol  BS34 8JH |
| THE SUPPLIER: | Gowling WLG (UK) LLP |
| SUPPLIER ADDRESS: | 4 More London Riverside  London  SE1 2AU |
| REGISTRATION NUMBER: | OC304378 |
| DUNS NUMBER: | 1. 734599181 |

**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

**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)

1. CCS Core Terms (version 3.0.11)
2. 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:

|  |
| --- |
| CALL-OFF START DATE  On signature by both parties. |
| CALL-OFF EXPIRY DATE  On completion of the Call-Off Deliverables. |
| CALL-OFF DELIVERABLES (CALL-OFF SPECIFICATION)  The C17CSAE Delivery Team (‘the Customer’) requires the supplier to work in conjunction with, and under the direction of MOD Legal Advisors and the Customer Authorised Representatives to provide legal services and support activities related to the Invitation to Tender and award of contract for Project RECYCLE, to include:  **Invitation to Tender Phase**   1. Advice, support and drafting as the Customer may require throughout the Invitation To Tender (ITT) preparation phase; 2. Advice on the tender evaluation criteria and process, including tender evaluation awareness guidance for Customer tender evaluation team; 3. Advice on the generation of the DEFFORM 47; and 4. Advice and drafting of the contract and schedules of contract, including all required narrative special conditions of contract and ‘document processing’ support.   **ITT Clarification Phase**   * 1. Review and advice on clarification questions received from respondents via telephone and/or email when requested   **Tender Evaluation Phase**   * 1. Advice during tender assessment and contract award phase if required via telephone and/or email when requested   **Contract Award Phase**   * 1. Peer review of the final contract, ‘document processing’ support, and generation of the contract obligations matrix.   The Customer requests Supplier representation at internal project progress meetings and other ad hoc meetings, as required to ensure the target date for ITT release is achieved.  All documents will be transmitted either by e-mail or via secure means as required.  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. |
| 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 £10m per year |
| CALL-OFF CHARGES  Time and materials based on the Supplier’s rates set out in the RM6179 Legal Services Rate Card |
| 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: |
| 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. |
| BUYER’S AUTHORISED REPRESENTATIVE  Redacted on data protection grounds (names and contact information of individuals) |
| SUPPLIER’S AUTHORISED REPRESENTATIVE  Redacted on data protection grounds (names and contact information of individuals) |
| [KEY SUPPLIER STAFF – To be used where Call Off Schedule 7 (Key Supplier Staff) is incorporated]  Not Used. |
| 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 your 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. |
| 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:

|  |
| --- |
| CALL-OFF SCHEDULE 1 (TRANSPARENCY REPORTS)  Annex 1: List of Transparency Reports and/or other reports  Monthly - update of hours used and hours left to aid the Projects financial reporting, time sheets to account for hours billed monthly;  Weekly - progress made on the deliverables and forecast of the time to completion incl early warning of any overrun and issues which may cause completion slippage;  Weekly - outstanding major issues preventing closure of agreement;  Notification of when 80% of the £50,000 financial limit is reached. |
| CALL-OFF SCHEDULE 2 (STAFF TRANSFER)  No transfer at the start - Parts C, D and E apply |
| CALL-OFF SCHEDULE 3 (CONTINUOUS IMPROVEMENT)  The Supplier is required to identify new or potential improvements to the provision of the Call-Off Deliverables with a view to reducing the Buyer’s costs and/or improving quality and efficiency. |
| CALL-OFF SCHEDULE 4 (CALL-OFF TENDER)  N/A |
| CALL-OFF SCHEDULE 5 (PRICING DETAILS) N/A |
| CALL-OFF SCHEDULE 7 (KEY SUPPLIER STAFF) N/A |
| CALL-OFF SCHEDULE 17 (MOD TERMS)  The Supplier shall comply with any additional directions from the Customer regarding the confidentiality and security requirements of any information provided. |
| CALL-OFF SCHEDULE 20 (CALL-OFF SPECIFICATION) N/A |
| CALL-OFF SCHEDULE 24 (SPECIAL SCHEDULE) |

|  |  |  |  |
| --- | --- | --- | --- |
| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer:** | |
| Signature: | Redacted on data protection grounds (names and contact information of individuals) | Signature: | Redacted on data protection grounds (names and contact information of individuals) |
| Name: | Redacted on data protection grounds (names and contact information of individuals) | Name: | Redacted on data protection grounds (names and contact information of individuals) |
| Role: | Partner | Role: | Redacted on data protection grounds (names and contact information of individuals) |
| Date: | 19.12.22 | Date: | 17th Jan 2023 |