

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

Order Form

CALL-OFF REFERENCE:	Commercial Legal Support to the Legal Aid Agency
THE BUYER:	The Secretary of State for Justice
BUYER ADDRESS	102 Petty France, London, SW1H 9AJ
THE SUPPLIER:	Gowling WLG (UK) LLP
SUPPLIER ADDRESS:	4 More London Riverside, London, SE1 2AU]
REGISTRATION NUMBER:	OC304378
DUNS NUMBER:	734599181
SID4GOV ID:	N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 12th October 2022.

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 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 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Call-Off Schedules for **Commercial Legal Support to the Legal Aid Agency**
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 24 (Special Schedule)
5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) RM6179
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:

12th October 2022

CALL-OFF EXPIRY DATE: 11th October 2024

CALL-OFF INITIAL PERIOD: **2 years**

CALL-OFF OPTIONAL EXTENSION PERIOD: **2 years**

WORKING DAY

Definition of “Working Day” which means a day (other than a Saturday or Sunday) on which banks are open for general business in the City of London.

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

Nothing additional to the CCS Core Terms (version 3.0.11).

CONFIDENTIALITY

Nothing additional to the CCS Core Terms (version 3.0.11).

IPR

Nothing additional to the CCS Core Terms (version 3.0.11).

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.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is:

[REDACTED]

CALL-OFF CHARGES

Option A:

The total contract value shall be £400,000. The Authority is not committing to spend any amount of this approved budget through this contract

(a) Hourly Rate

[REDACTED]

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

OFFICIAL SENSITIVE

Appendix C – Order Form - Commercial Legal Support to the Legal Aid Agency

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

To be agreed with agreement of the Buyer.

DISBURSEMENTS

To be agreed with agreement of the Buyer.

ADDITIONAL TRAINING CHARGE

Not applicable.

SECONDMENT CHARGE

Not applicable.

PAYMENT METHOD

A MONTHLY DRAFT INVOICE SHOULD BE SENT BY EMAIL TO:

[REDACTED]

ONCE THE DRAFT INVOICE HAS BEEN APPROVED, THE FINALISED INVOICE SHOULD BE SUBMITTED TO SHARED SERVICES IN ELECTRONIC COPY AT THE ADDRESS BELOW:

BUYER'S INVOICING ADDRESS:

SSCL

Ministry of Justice

APinvoices-MOJ-U@gov.sscl.com

Ministry of Justice

102 Petty France, London SW1H 9GL

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Available on request

BUYER'S SECURITY POLICY

Available on request

BUYER'S ICT POLICY

Available on request

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT

As requested by the Buyer.

PROGRESS REPORT FREQUENCY

As requested by the Buyer.

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

Review meetings shall take place as requested by the Buyer.

KEY STAFF

[REDACTED]

KEY SUBCONTRACTOR(S)

Not applicable.

COMMERCIALLY SENSITIVE INFORMATION

Supplier's Commercially Sensitive Information

SERVICE CREDITS

Not applicable.

ADDITIONAL INSURANCES

[REDACTED]

GUARANTEE

Not applicable.

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).

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]

JOINT SCHEDULES

Joint Schedule 1 – (Definitions)	[REDACTED]
Joint Schedule 2 – (Variation Form)	[REDACTED]
Joint Schedule 3 – (Insurance Requirements)	[REDACTED]
Joint Schedule 4 (Commercially Sensitive Information)	[REDACTED]

Joint Schedule 5 (Corporate Social Responsibility)	[REDACTED]
Joint Schedule 10 (Rectification Plan)	[REDACTED]
Joint Schedule 11 (Processing Data)	[REDACTED]
Joint Schedule 12 (Supply Chain Visibility)	[REDACTED]

CALL OFF SCHEDULES

Call-Off Schedule 1 (Transparency Reports)	[REDACTED]
Call-Off Schedule 2 (Staff Transfer)	[REDACTED]
Call-Off Schedule 3 (Continuous Improvement)	[REDACTED]
Call-Off Schedule 4 (Call-Off Tender)	[REDACTED]
Call-Off Schedule 7 (Key Supplier Staff)	[REDACTED]
Call-Off Schedule 8 (Business Continuity and Disaster Recovery)	[REDACTED]
Call-Off Schedule 9 (Security)	[REDACTED]
Call-Off Schedule 20 (Call-Off Specification)	[REDACTED]
Call-Off Schedule 24 (Special Schedule)	[REDACTED]