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

**Order Form**

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| CALL-OFF REFERENCE: | 709888450 |
| THE BUYER: | The Secretary of State for Defence |
| BUYER ADDRESS: | **Ministry of Defence:**  the Secretary of State for  Defence of the United Kingdom of Great  Britain and Northern Ireland  **Team Name:**  MOD Strategic Command Commercial  Defence Intelligence  Room A104, A Block  RAF Wyton  Cambridgeshire  PE28 2EA |
| THE SUPPLIER: | Mills and Reeve LLP |
| SUPPLIER ADDRESS: | 24 King William Street, London, EC4R 9AT |
| REGISTRATION NUMBER: | OC326165 |
| DUNS NUMBER: | 219268914 |

**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:

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| 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)   * 1. Legal support will be required in the following areas:      1. General Advice         1. Provide any relevant legal support as required and as instructed by MOD Legal Advisors.         2. Provide relevant legal support on other related legal issues when requested to do so.      2. ITN Drafting Stage         1. to provide support in relation to the drafting of the ITN as well as the draft Model Services Contract and call-off terms and schedules;         2. Review the statements of requirement from a legal (not technical) perspective to ensure that they do not introduce legal risk and do not contradict the contract or procurement documents.         3. advise on the Regulations (including their application) in relation to the agreement and award processes (including award criteria) under it;         4. Provide relevant legal support on other related legal issues arising during the ITN drafting stage when requested to do so.      3. Negotiation Stage         1. Assist the MOD as required in the assessment of tender received against the ITN:         2. Support the drafting of the negotiation strategy and where required assist in the negotiations with the Supplier;         3. Provide ad hoc legal support on other related legal issues arising during the negotiation stage when requested to do so.         4. address any legal issues raised at the final proposal stage.      4. Contract Award Stage         1. the production of an electronic copy of the final contract accompanied by a contract guide outlining the mechanics of contract including but not limited to key mechanisms e.g., KPIs, SLAs, IPR, TUPE, Service Credits, Change Process, Travel Approvals Process and any key risks and potential pitfalls.         2. address any legal issues raised at the Contract Award stage.         3. Provision of legal support and advice throughout the contract term (including exit/transition).      5. Reserved Matters   Unless otherwise requested, legal assistance is not required in the following areas:  Areas reserved to MOD Legal Advisors:  Procurement Law  Subsidies  Public Law  SSCR  TUPE  Liaison with MoD Scrutiny and Approvals.  Insurance advice and drafting will be provided in the first instance by Willis.  IPR advice and drafting will be provided by MOD Legal Advisors or D/IPR   * + 1. Legal Advice Provided Free of Charge   The Authority will take advantage of the two hours of free legal advice in accordance with Paragraph 5.2 of Framework Schedule 1 (Specification). |
| 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 sixty eight million pounds £60,000,000. |
| CALL-OFF CHARGES  Time and materials based on the Supplier’s rates set out in the RM6179 Legal Services Rate Card.  **Call-off charges fully redacted on commercial sensitivity grounds (pricing).** |
| 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 travel is expressly authorised in advance. Travel time shall be charged at 50% of the respective supplier associate rate. |
| 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  **Name - Redactions applied under Freedom Of Information (FOI) Section 40, personal data**  StratCom Comrcl C1-18 (Commercial Officer)  MOD Strategic Command  Defence Intelligence  Room A104, A Block  RAF Wyton  Cambridgeshire  PE28 2EA  **Email Address: Redactions applied under Freedom Of Information (FOI) Section 40, personal data** |
| SUPPLIER’S AUTHORISED REPRESENTATIVES  **Name - Redactions applied under Freedom Of Information (FOI) Section 40, personal data**  Partner  **E-mail address: Redactions applied under Freedom Of Information (FOI) Section 40, personal data**  **Name - Redactions applied under Freedom Of Information (FOI) Section 40, personal data**  Partner  **E-mail address: Redactions applied under Freedom Of Information (FOI) Section 40, personal data**  Botanic House  100 Hills Road  Cambridge  CB2 1PH |
| 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:

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| CALL-OFF SCHEDULE 1 (TRANSPARENCY REPORTS)  Annex 1: List of Transparency Reports and/or other reports  **Call-Off Contract Charges and budget management**  The Supplier shall be required to provide a monthly statement in MS Excel format via e-mail to the Buyer’s Authorised Representative (detailed above). The monthly statement is to provide a cumulative total of charges and invoices submitted against the Call-off contract. Each line must include a summary of work completed and the associated costs.  With regard to the approved financial limit on call-off award, the total call-off value will be: **£416,665.00 (Ex VAT)**  The Supplier must notify the Authority when 80% of the cap detailed above is reached to enable the Authority to prioritise activities or seek further internal financial approval |
| CALL-OFF SCHEDULE 2 (STAFF TRANSFER)  No transfer at the start - Parts C, D and E apply |
| CALL-OFF SCHEDULE 3 (CONTINUOUS IMPROVEMENT) |
| CALL-OFF SCHEDULE 17 (MOD TERMS)  Annex 1: DEFCONs and DEFFORMs  The following MoD DEFCONS and DEFFORMS apply to this Call-Off Contract:  The following DEFCONs are incorporated into this Call-Contract:   1. DEFCON 76 (11/22) Contractor's Personnel at Government Establishments 2. DEFCON 658 (Ed 09/21) Cyber (The Cyber Risk Profile for this requirement identified by the Cyber Risk Assessment is Low (Reference RAR-205009635 – see\* below) 3. DEFCON 659A (Ed 09/21) Security Measures 4. DEFCON 660 (Ed 12/15) Official-Sensitive Security Requirements   in which:   1. “the Authority” means the Buyer; 2. “the Contractor” means the Supplier; and 3. “the Contract” means this Call-Off Contract.   The Security Aspects Letter which applies to this Call-Off Contract is attached.  **The Security Aspects Letter has been redacted in entirety as this contains Military Sensitive Technical Information at Official Sensitive, including the project title which is exempt from publication.**  **\*Note** the supplier for this contract must complete a Supplier Assurance Questionnaire (SAQ) against Risk Assessment Reference RAR-205009635 and Cyber Risk Profile of ‘Low’. The SAQ is to be completed using the SAQ Form, which must be returned to UKStratComDD-CyDR-DCPP@mod.gov.uk for confirmation that the supplier has met the minimum requirement. |
| [CALL-OFF SCHEDULE 20 (CALL-OFF SPECIFICATION)] |
| CALL-OFF SCHEDULE 24 (SPECIAL SCHEDULE) |

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| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer:** | |
| Signature: | **Name - Redactions applied under Freedom Of Information (FOI) Section 40, personal data** | Signature: | **Name - Redactions applied under Freedom Of Information (FOI) Section 40, personal data** |
| Name: | **Name - Redactions applied under Freedom Of Information (FOI) Section 40, personal data** | Name: | **Name - Redactions applied under Freedom Of Information (FOI) Section 40, personal data** |
| Role: | PARTNER | Role: | StratCom Comrcl C1-18 |
| Date: | 15 February 2024 | Date: | 15 February 2024 |