

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

## Order Form

CALL-OFF REFERENCE: Z2007434

THE BUYER: Government Legal Department (GLD)

BUYER ADDRESS: Companies and General Private Law Litigation  
Team, Defence and Security Division, 102 Petty  
France, London SW1H 9GL

THE SUPPLIER: DWF Law LLP

SUPPLIER ADDRESS: 1 Scott Place, 2 Hardman Street, Manchester, M3  
3AA

REGISTRATION NUMBER: [REDACTED]

DUNS NUMBER: [REDACTED]

SID4GOV ID: N/K

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 18<sup>th</sup> April 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 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.

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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)
  - Call-Off Schedules for Z2007434
    - 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 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

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

#### Special Term 1

The Supplier has numerous clients that rely upon it for general representation. The Supplier advises clients in matters arising under the laws of: one or more of the constituent parts of the United Kingdom, the European Union, a Member State of the European Union, the WTO, other international trade and/or investment agreements, or public international law generally. As a result, without advance conflicts waivers from Supplier clients, conflicts of interest could arise that could deprive either the Buyer or other Supplier clients of the right to select the Supplier as counsel.

In light of the foregoing, other current or future clients of the Supplier including those identified in the preceding paragraph (collectively, the “Other Clients”) may ask the Supplier to represent them in matters (including litigation) that are adverse to the Buyer but that are not substantially related to the Supplier’s representation of the Buyer. If the Supplier is not representing the Buyer in such a matter, and the matter in which the Buyer

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and the Other Client have adverse interests is not substantially related to our current or past representation of the Buyer, then:

1. the Buyer agrees that the Supplier may represent such Other Client to the extent and provided that the Supplier is and remains not substantially related to the Supplier's representation of the Buyer;
2. the Buyer waives any conflict of interest arising from such representation; and
3. the Buyer agrees that it will not seek to disqualify or otherwise prevent the Supplier from representing such Other Client,

provided that any Confidential Information and Personal Data held by lawyers of the Supplier that assisted the Buyer in this matter is kept confidential, in the case of Confidential Information, and Processed, in the case of Personal Data, in accordance with Clauses 14 and 15 of the Core Terms, respectively.

The Buyer acknowledges that it has had an opportunity to consult with other counsel (in-house or otherwise) before agreeing to this waiver.

CALL-OFF START DATE: Instruction to commence on the date on which the Buyer signs the Order Form

CALL-OFF EXPIRY DATE: On completion of the Deliverables

### **WORKING DAY**

Standard business day but if work on weekends is required this can be discussed and agreed.

### **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

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.

## 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 £233,120 + VAT (as provided by the Supplier).

## CALL-OFF CHARGES

The Charges for the Deliverables, including pricing mechanism and unit on an:

- (a) **Hourly Rate**; (b) Capped Price; (c) Fixed Price; and/or (d) any combination of the above for the applicable grades being used, or (e) any other fee arrangement.
- Insert if a Legal Project Manager is being used and the rate applicable.

Maximum chargeable rates <u>per hour</u>							
Supplier	Band 1 (Partner)	Band 2 (Legal)	Band 3 (Senior)	Band 4 (Solicitor/	Band 5 (NQ/Junior	Band 6 (Trainee)	Band 7 (Paralegal)

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Indexation
- Specific Change in Law

## 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.

Volume Discounts		
<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>
<div></div>	<div></div>	<div></div>

#### REIMBURSABLE EXPENSES

Recoverable as stated in the Framework Contract

#### DISBURSEMENTS

Payable – reasonably necessary disbursements are payable, sundry costs not payable.

#### ADDITIONAL TRAINING CHARGE

N/A

#### SECONDMENT CHARGE

If a Seconded requirement arises during the Contract Period, it can be dealt with using the Variation Procedure and Joint Schedule 2 (Variations)

#### PAYMENT METHOD

#### BUYER'S INVOICING ADDRESS:

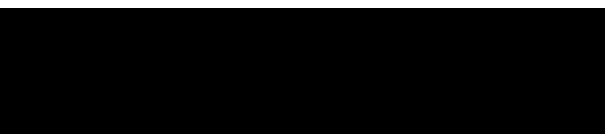
Draft invoice to be submitted for approval to  and any other named person as required.

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Final invoices, once approved, to be submitted in PDF as above bearing reference Z2007434 (absence of this reference will delay payment).

### BUYER'S AUTHORISED REPRESENTATIVE



Companies and General Private Law Litigation Team, Defence and Security Division, Government Legal Department (GLD), 102 Petty France, London SW1H 9GL

### 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



### SUPPLIER'S CONTRACT MANAGER



### PROGRESS REPORT

As already agreed

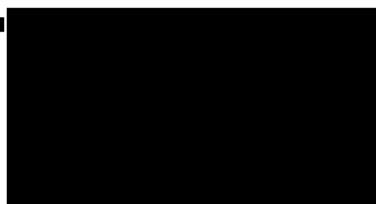
### PROGRESS REPORT FREQUENCY

As already agreed

### PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

as already agreed

**KEY STAFF**



**KEY SUBCONTRACTOR(S)**

Not Applicable

**COMMERCIALLY SENSITIVE INFORMATION**

Supplier's Commercially Sensitive Information

**SERVICE CREDITS**

Not applicable

**ADDITIONAL INSURANCES**

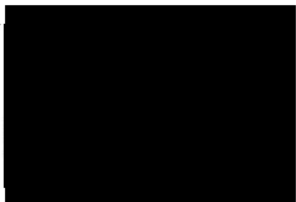




Not applicable

**GUARANTEE**

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

**SOCIAL VALUE COMMITMENT**

Not applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:	Partner	Role:	
Date:	24 May 2024	Date:	16 <sup>th</sup> April 2024

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Call-Off [REDACTED] 1  
- Transparency Repc



Call-Off Schedule 2  
- Staff Transfer v3.3



Call-Off Schedule 3  
- Continuous Improv



Call-Off Schedule 7  
- Key Supplier Staff



Call-Off Schedule 8  
- Business Continuit



Call-Off Schedule  
20 - Specification v3



Call-Off Schedule  
24 - Legal Services S