

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

Order Form

CALL-OFF REFERENCE: Prj_410

THE BUYER: Department for Business, Energy and Industrial Strategy

BUYER ADDRESS 1 Victoria Street, London, SW1H 0ET

THE SUPPLIER: Eversheds Sutherland (International) LLP

SUPPLIER ADDRESS: One Wood Street, London, EC2V 7WS

REGISTRATION NUMBER: OC304065

DUNS NUMBER: 734130656

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 05/09/2022. It is 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



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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

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- 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 Prj_410

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- 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 10 (Exit Management)
- Call-Off Schedule 24 (Special Schedule)

- 5. CCS Core Terms (version 3.0.11)
- 6. Joint Schedule 5 (Corporate Social Responsibility) RM6179

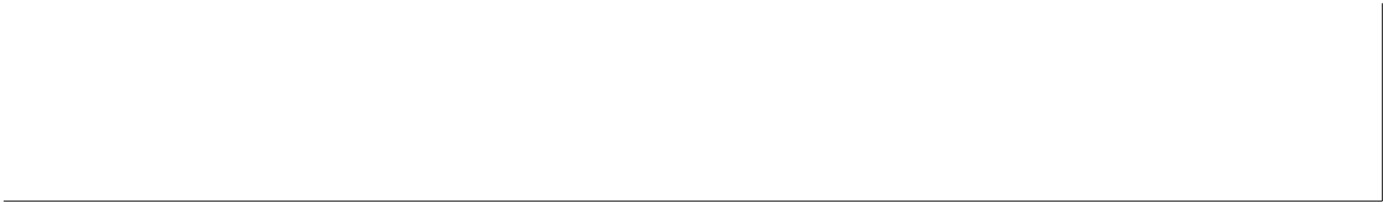
No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS
None

CALL-OFF START DATE: 05 September 2022
CALL-OFF EXPIRY DATE: 05 December 2022
CALL-OFF INITIAL PERIOD: 3 months
CONTRACT VALUE: £589,266

CALL-OFF DELIVERABLES

Framework Ref: RM6179



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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 output is completion of c.15 tranches of OPC instructions covering the majority of the reform package, unless agreed otherwise between the Buyer and the Supplier, developed to a sufficient level and standard that would be accepted by OPC, in line with the Guide to Making Legislation.

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 Call Off Initial Period is £589,266

ESTIMATED CALL-OFF CHARGES FOR THE CALL OFF INITIAL PERIOD

Name and position	Cost p hr	No. of hours	Total
██████████ – Legal Director	£██████*	288 (24hrs pw)	£████████
██████████ – Principal Associate	£██████*	480 (40 hrs pw)	£████████
██████████ – Associate	£██████*	480 (40 hrs pw)	£████████
██████████ – Legal Director	£██████*	240 (20 hr pw)	£████████
██████████ – Partner	£██████*	50	£████████
██████████ – Partner	£██████*	50	£████████
██████████ – Partner	£██████*	30	£████████
██████████ – Legal Project Manager	£██████**	72	£████████

VOLUME DISCOUNTS

N/A

REIMBURSABLE EXPENSES

None

DISBURSEMENTS

Not payable

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ADDITIONAL TRAINING CHARGE

None

SECONDMENT CHARGE

None

PAYMENT METHOD

Payment by BACS upon receipt of invoice within 30 days.

BUYER'S INVOICING ADDRESS:

[REDACTED]

Project Manager

[REDACTED]

1 Victoria Street, London, SW1H 0ET

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Director, [REDACTED]

[REDACTED]

1 Victoria Street, London, SW1H 0ET

BUYER'S ENVIRONMENTAL POLICY

Available upon request.

BUYER'S SECURITY POLICY

Available upon request.

BUYER'S ICT POLICY

Available upon request

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Partner

[REDACTED]

Eversheds Sutherland (International) LLP

One Wood Street, London, EC2V 7WS

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

Framework Ref: RM6179

Governments & Strategic Projects Business Manager

[Redacted]

Eversheds Sutherland (International) LLP

One Wood Street, London, EC2V 7WS

PROGRESS REPORT

See Service Level Agreement.

PROGRESS REPORT FREQUENCY

See Service Level Agreement.

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

See Service Level Agreement.

KEY STAFF

[Redacted]

Legal Director, Lead advisor

[Redacted]

[Redacted]

Legal director

[Redacted]

[Redacted]

Principal Associate

[Redacted]

[Redacted]

Partner

[Redacted]

[Redacted]

Partner

[Redacted]

[Redacted]

Partner

[Redacted]

KEY SUBCONTRACTOR(S)

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Not applicable

COMMERCIALLY SENSITIVE INFORMATION
Not applicable

SERVICE CREDITS
Not applicable

ADDITIONAL INSURANCES
Not applicable

GUARANTEE
Not applicable

SOCIAL VALUE COMMITMENT
Not applicable

Framework Ref: RM6179

Signature Area

([dd.mm](#).yyyy | hh:mm:ss)

Organisation Name: _____

Department for Business, Energy & Industrial
Strategy

Role/Title:

Name:

Signature:

13 october 2022 | 16:38:03 CEST

Organisation Name:
Eversheds Sutherland (International) LLP

Role/Title:



Name:



Signature:



13 October 2022 | 14:48:30 CEST

([dd.mm](#).yyyy | hh:mm:ss)

Call-Off Schedule 10 (Exit Management)

Call-Off Ref:

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Call-Off Schedule 10 (Exit Management)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Exit Information"	1 has the meaning given to it in Paragraph 2.1 of this Schedule;
"Exit Plan"	2 the plan produced and updated by the Supplier during the Initial Period in accordance with Paragraph 3 of this Schedule;
"Termination Assistance"	3 the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance as is reasonably required by the Buyer pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	4 has the meaning given to it in Paragraph 4.1 of this Schedule;
"Termination Assistance Period"	5 the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 4.2 of this Schedule;

2. Assisting re-competition for Deliverables

2.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the **"Exit Information"**).

2.2 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).

2.3 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for

those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

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Project Version: v1.0
Model Version: v3.2

Call-Off Schedule 10 (Exit Management)

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3. Exit Plan

3.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 3.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.

3.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 3.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

3.3 The Exit Plan shall set out, as a minimum:

3.3.1 a detailed description of both the transfer and cessation processes, including a timetable;

3.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;

3.3.3 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;

3.3.4 proposals for the training of and/or hand-over of Exit Information to key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;

3.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;

3.4 The Supplier shall:

3.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:

- (a) every [six (6) months] throughout the Contract Period; and
- (b) no later than [twenty (20) Working Days] after a request from the Buyer for an up-to-date copy of the Exit Plan;
- (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than [ten (10) Working Days] after the date of the Termination Assistance Notice;
- (d) as soon as reasonably possible following, and in any event no later than [twenty (20) Working Days] following, any material change to the Deliverables (including all changes under the Variation Procedure); and

3.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.

Call-Off Schedule 10 (Exit Management)

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3.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 3.2 or 3.4 (as the context requires), shall that draft become the Exit Plan for this Contract.

3.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

4. Termination Assistance

4.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

4.1.1 the nature of the Termination Assistance required; and

4.1.2 the start date and initial period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.

4.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:

4.2.1 no such extension shall extend the Termination Assistance Period beyond the date twelve (12) Months after the End Date; and

4.2.2 the Buyer shall notify the Supplier of any such extension no later than twenty (20) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.

4.3 The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.

4.4 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 3, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

5. Termination Assistance Period

5.1 Throughout the Termination Assistance Period the Supplier shall:

5.1.1 provide the Termination Assistance;

5.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;

Call-Off Schedule 10 (Exit Management)

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5.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;

5.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 5.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.

6. No charges

6.1 Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.

Signature Area

([dd.mm](#).yyyy | hh:mm:ss)

Organisation Name: -----

Department for Business, Energy & Industrial
Strategy

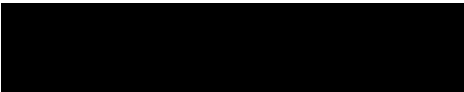
Role/Title:



Name:



Signature:



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Organisation Name:
Eversheds Sutherland (International) LLP

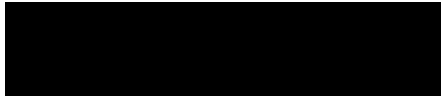
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Signature:



13 October 2022 | 14:48:30 CEST

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