

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

Order Form

CALL-OFF REFERENCE: CR_4682

THE BUYER: The Secretary of State for Business and Trade

BUYER ADDRESS Old Admiralty Building, Whitehall, London, SW1A

THE SUPPLIER: TLT LLP

SUPPLIER ADDRESS: 20 Gresham Street, London EC2V 7JE

REGISTRATION NUMBER: OC308658

DUNS NUMBER: 739281603

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 18/11/2024
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.
2. Joint Schedule 1(Definitions and Interpretation) RM6179
3. Framework Special Term 1
4. Framework Special Term 2

5. 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)
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- Call-Off Schedules for RM6179
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer) (Part C and E only)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security) (Short Form)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 19 (Scottish Law)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-off Schedule 21 (Northern Ireland Law)
 - Call-Off Schedule 25 (Secondment Agreement Template)
 - Call-Off Schedule 26 (Unilateral NDA - Individual)

6. CCS Core Terms (version 3.0.11)
7. 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

The following Special Terms are incorporated into this Call-Off Contract:

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 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: 18 December 2024

CALL-OFF EXPIRY DATE: 31 December 2026

CALL-OFF INITIAL PERIOD: 2 years

CALL-OFF OPTIONAL EXTENSION PERIOD

None

WORKING DAY

Any day other than a Saturday or Sunday or public holiday in England and Wales unless otherwise requested by the Buyer and agreed in advance.

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

In the event that a conflict arises through the course of the provision of the Services which the Buyer agrees in writing that the conflict can be managed to their satisfaction, Call Off Special Term 1 will apply, and any particular arrangements or mitigating steps shall be agreed in writing with the Buyers Authorised Representative.

CONFIDENTIALITY

All information seen, provided, accessed, assumed, deduced or generated under the work should be assumed confidential, and covered by the personal confidentiality undertaking. Information obtained in confidence during the life of the Contract must not be disclosed to a third party without prior consent of the Buyer. Such information is also bound by Clause 15 in the Core Terms.

See Call Off Schedule 26 (Non Disclosure Agreement template)

IPR

Per Core Terms

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 £6M inclusive of VAT

CALL-OFF CHARGE

See details in Call-Off Schedule 5 (Pricing Details)

The Charges will not be impacted by any change to the Framework Prices.

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

None

DISBURSEMENTS

Any Disbursements must be agreed in advance by the Buyer's Contract Manager.

For the avoidance of doubt, if the Buyer's Contract Manager agrees that the Supplier must instruct counsel, the Supplier shall instruct Counsel from the Attorney General's panel counsel at panel counsel rates.

ADDITIONAL TRAINING CHARGE

None

SECONDMENT CHARGE

This will be agreed in the event that a secondment is requested.

PAYMENT METHOD

Payment will be made by BACS.

Within ten (10) Working Days of the Start Date, the Buyer will send a unique PO Number to the Supplier. The Supplier must be in receipt of a valid PO Number before submitting an invoice.

The Supplier shall send its invoices in the following format:

- All invoices must be sent by email to the email address below;
- Invoices must be a PDF attachment
- Where multiple invoices are submitted on one email the Supplier shall ensure that each invoice forms a separate attachment to the email

In addition to the information required under Clause 4.5 of the Core Terms, the Supplier must include the following information in each invoice:

- An invoice number
- An invoice date
- VAT registration number (where applicable)

- The Supplier's address and contact details
- A valid Purchase Order (PO) number – invoices without a PO will be returned to the Supplier to be resubmitted
- The Supplier's bank details

In consideration of the supply of the Services by the Supplier, the Buyer shall pay the Supplier the invoiced amounts within thirty (30) days of receipt by the Buyer of a valid, undisputed invoice which includes a valid Purchase Order Number.

If there is a dispute between the Parties as to the amount invoiced, the Buyer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Buyer is entitled to terminate the Contract for a failure to pay an undisputed invoiced sum in accordance with clause 10.5 of the Core Terms. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 34 (Resolving disputes).

BUYER'S INVOICING ADDRESS:

Department for Business and Trade c/o UK SBS,
Queensway House West Precinct
Billingham TS23 2NF
Email: ap@uksbs.co.uk Telephone: 03332079122

BUYER'S AUTHORISED REPRESENTATIVE(S)

REDACTED

REDACTED

BUYER'S ENVIRONMENTAL POLICY

Not Applicable

BUYER'S SECURITY POLICY

See details in Call-Off Schedule 9 (Security)

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED

REDACTED

SUPPLIER'S CONTRACT MANAGER

REDACTED

REDACTED

PROGRESS REPORT

See Call-Off Schedule 20 (Call-Off Specification)

PROGRESS REPORT FREQUENCY

As requested by the Buyers Authorised Representative, but no less frequent than monthly.

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

As requested by the Buyers Authorised Representative, but no less frequent than monthly.

KEY STAFF

REDACTED

REDACTED

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

See Joint Schedule 4 (Commercially Sensitive Information)

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Annexe 1 Social Value Commitment below

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:	20 December 2024	Date:	6 th January 2025

Annexe 1 Social Value Commitment

Social Value Commitment Evaluation Criteria

Theme 2: Tackling Economic Inequality

Effective measures to deliver any/all of the following benefits through the contract:

MAC2.2: Create employment and training opportunities particularly for those who face barriers to employment and/or who are located in deprived areas, and for people in industries with known skills shortages or in high growth sectors.

Social Value Question

Model Evaluation Question

Using a maximum of one A4 pages, describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Award Criteria. Please include:

- your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria, and
- a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to:
 - timed action plan
 - use of metrics including setting a KPI that will be adopted into the contract. (*Suggested metric; Number of people/hours of learning interventions delivered under the contract*)
 - tools/processes used to gather data
 - reporting
 - feedback and improvement
 - transparency

- how you will influence staff, suppliers, customers and communities through the delivery of the contract to support the Policy Outcome, e.g. engagement, co-design/creation, training and education, partnering/collaborating, volunteering.

Model Response Guidance for tenderers and evaluators

The award criteria (listed above) and sub-criteria (shown below) will be used to evaluate the response: Sub-Criteria for MAC 2.2: Employment (*Given to assist in possible activities or aims, not a mandatory list to meet all of these, one is sufficient*)

Activities that demonstrate and describe the tenderer's existing or planned:

- Understanding of employment and skills issues, and of the skills and employment shortages of high growth sectors relating to the contract. Illustrative examples: demographics, skills shortages, new opportunities in high growth sectors, groups under-represented in the workforce (e.g. prison leavers, disabled people), geographic/local community and skills/employment challenges.
- Creation of employment opportunities particularly for those who face barriers to employment, such as prison leavers, and/or who are located in deprived areas, and for people in industries with known skills shortages or in high growth sectors.
- Promotion of awareness of careers and recruitment opportunities relating to known skills shortages or in high growth sectors relating to the subject matter of the contract.
- Support for the contract workforce by providing career advice, and providing opportunities for staff working on the contract with in-work progression career development into known skills shortages or high growth areas. Illustrative examples: mentoring; mock interviews; CV advice and careers guidance; learning and development; volunteering; influencing staff, suppliers, customers and communities through the delivery of the contract to support employment and skills opportunities in high growth sectors.
- Offer of opportunities for work experience or similar activities under the contract. Illustrative examples: work placements, pre-employment courses, paid/unpaid student placements, or paid internships of 6 weeks or more.
- Support for educational attainment relevant to the contract, including training schemes that address skills gaps and result in recognised qualifications.

- Delivery of training schemes and programmes to address any identified skills gaps and under-representation in the workforce for the contract (e.g. prison leavers, disabled people).
- Other activities to support relevant sector related skills growth and sustainability such as delivering the following, in relation to the contract. Illustrative examples: careers talks, curriculum support, literacy support and safety talks.
- Delivery of apprenticeships, traineeships and T Level industry placement opportunities (Level 2, 3, and 4+) in relation to the contract.
- Measures to ensure equality and accessibility, without discrimination, to employment and workforce related opportunities on the contract, and promote them so as to be fully

TLT places great importance and focus on creating employment and training opportunities to tackle inequality (Theme 2). One way we feel we can make a significant impact is by making law accessible to all. We know within the legal profession there is still significant work to be done before the workforce is truly representative of the communities we live and work in. We are committed to breaking down barriers, particularly for those who face barriers to employment. Throughout the Covid Inquiry contract, we will combine our existing initiatives with our specific KPI commitments to deliver the Policy Outcome and Social Value Theme.

Method Statement: Achieving the Policy Outcome and Social Value Theme As your Client Relationship Partner, REDACTED has overall responsibility for ensuring the Contract Workforce (CW) continually deliver these commitments. She will be supported by our Head of Organisational Development (OD), REDACTED, and REDACTED, our Senior Equality, Diversity, Inclusion Manager, who set and execute our people strategy. We propose providing regular progress updates in relationship meetings, monitoring and seeking feedback to ensure our plan continues to align with your priorities. This approach will guarantee our social value commitments are given the same priority as our contractual obligations, where progress is clear, and action is taken to deliver a specific and quantifiable social value impact.

Contract Specific Commitments – Timed Action Plan: Under this contract, we commit to the following activities:

Commitment	Activity	Data Gathering Processes/Tools	KPIs Measured and Reported	Feedback, Improvement and Transparency
Months 1-6				
Encourage members of the CW to pursue in-work skill development	Targeted development programmes to provide transparent/objective evaluation against career growth.	Training records for competency programmes. Feedback from members of the CW.	Collate total percentage of members of the CW who access targeted training and development programmes.	Data used to annually improve/develop targeted programmes/ training courses/regular review of recruitment processes
Months 7-12 and annually				
Encourage alternative routes to legal qualification for those who may face barriers	Promotion of external Legal Solicitor Apprenticeship (LSA) and internal Graduate Solicitor Apprenticeship (GSA). Application support from our OD/Recruitment teams.	Use data from LSA and GSA applications, feedback from applicants and those who qualify.	Report on number of applications; offers accepted; number of qualifications; number of qualified LSAs/GSAs retained under the contract.	Use data for the LSA and GSA to build on these numbers year on year, throughout the duration of our contract.
Continuous mentoring and coaching of the CW	Senior members of the CW will mentor paralegals, trainees and GSA to continually upskill and promote in-work progression. This will include regular feedback,	Training records and feedback for mentoring schemes. Quarterly review of the CW to gauge success of mentoring programme, with	Report on the number of supervision and coaching hours provided/ increase of in-work progression and skills developed/annual	Use data to build on work experience and mentoring opportunities we provide each year during the contract.

	coaching, a monthly meeting and formal review discussion on a quarterly basis.	records held on internal HR systems.	wellbeing a result o
Tackling inequality through pay review and annual reporting on our website	Use our previous annual gender and ethnicity pay gap report to identify any areas of inequality	Annual engagement surveys and pay reviews assessed against ED&I data	Percentage improvement gender and pay gap r

Influencing Staff, Suppliers and communities: We promote inclusion at TLT as a way to tackle workforce inequality. We do this in the legal sector and amongst our clients to raise awareness of barriers. Our partnerships play a key role in this, examples include: partnering with Young Professionals through targeted outreach, including hosting a virtual insight to law event with over 650 students and an insight evening with WCAN for black, female first year university students applying to law firms where several of the TLT Paralegals presented. Volunteering is another core component, recently we have hosted a session at the Oasis Academy in East London with students aged 11-14 who had shown an interest in law sharing insights into career opportunities and positive stories from their own careers. In collaboration with The Switch, we supported children based in Tower Hamlets to read weekly for 30 minutes, part of helping young people fulfil their potential.

Social Value KPI

In months 1-6 we would expect 80% of the team to undertake at least 2 training opportunities