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

**Order Form**

CALL-OFF REFERENCE: 709992451

THE BUYER: Defence Infrastructure Organisation

BUYER ADDRESS **Delancey Building, Marlborough Lines, Andover, Hants SP11 8HJ**

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 30th November 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 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 6 (Key Subcontractors)
  + Joint Schedule 10 (Rectification Plan)
  + Joint Schedule 11 (Processing Data)

* Call-Off Schedules for **709992451**
  + Call-Off Schedule 1 (Transparency Reports)
  + Call-Off Schedule 2 (Staff Transfer)
  + Call-Off Schedule 3 (Continuous Improvement)
  + Call-Off Schedule 6 (ICT Services)
  + Call-Off Schedule 7 (Key Supplier Staff)
  + Call-Off Schedule 9 (Security)
  + Call-Off Schedule 16 (Benchmarking)
  + Call-Off Schedule 17 (MOD Terms)
  + Call-Off Schedule 18 (Background Checks)
  + Call-Off Schedule 20 (Call-Off Specification)
  + Call-Off Schedule 23 (HMRC Terms)
  + Call-Off Schedule 24 (Special Schedule)

1. CCS Core Terms (version 3.0.11)
2. Joint Schedule 5 (Corporate Social Responsibility)RM6179
3. 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:

Please see Call Off Schedule 17 (MOD Terms)

CALL-OFF START DATE: **8th January 2024 or upon signature of both parties. Whichever is the later**

CALL-OFF EXPIRY DATE: 30th November 2026

CALL-OFF INITIAL PERIOD: 2 Years, 10 Months]

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).

Please see the Statement of requirement (SOR) in the attachments which details the work expected from the Supplier, the purpose of this contract is the hand back of the freehold reversions to Annington Homes as per the 1996 Sale agreement.

MANAGEMENT OF CONFLICT OF INTEREST

We ask that any potential, actual or perceived conflicts of interest that is known by the supplier is brought to the Buyers attention along with any safeguarding and mitigating steps that would be put in place to prevent this risk during the delivery of the contract

CONFIDENTIALITY

We can see no additional confidentiality clauses are required.

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.

CALL-OFF CHARGES

Contract Spend; £340,000 + VAT This will be broken down as per the following:

* £120, 000 (FY 24- 25)
* £120, 000 (FY 25-26)
* £100, 000 (FY 26-27)

This is a Limit of Expenditure for requirement. If costs are going to be more than this, then approval is required prior to continuing with service.

The supplier to provide 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.

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

Not Payable

ADDITIONAL TRAINING CHARGE

Not Applicable

SECONDMENT CHARGE

Not Applicable

PAYMENT METHOD

VIA CP&F / Exostar

BUYER’S INVOICING ADDRESS:

Electronic Via CP&F/ Exostar however an invoice must be e-mailed firstly to: [DIORDAccn-PRDisposalTeam@mod.gov.uk](mailto:DIORDAccn-PRDisposalTeam@mod.gov.uk)

BUYER’S AUTHORISED REPRESENTATIVE

BUYER’S ENVIRONMENTAL POLICY

As outlined in [Management of environmental protection in defence (JSP 418) - GOV.UK (www.gov.uk)](https://www.gov.uk/government/publications/jsp-418-mod-corporate-environmental-protection-manual)

BUYER’S SECURITY POLICY

As outlined in [Security policy framework: protecting government assets - GOV.UK (www.gov.uk)](https://www.gov.uk/government/publications/security-policy-framework)

BUYER’S ICT POLICY

Buyer to provide if necessary.

SUPPLIER’S AUTHORISED REPRESENTATIVE

SUPPLIER’S CONTRACT MANAGER

PROGRESS REPORT

Please see statement of requirement for detailed information. We are also asking for e-mailed confirmation of receipt of any termination notices issued by us within 2 business days to: [DIORDAccn-PRDisposalTeam@mod.gov.uk](mailto:DIORDAccn-PRDisposalTeam@mod.gov.uk).

PROGRESS REPORT FREQUENCY

Please see the Statement of requirement. Monthly Progress Reports regarding ongoing transfers and costs to be e-mailed to: [DIORDAccn-PRDisposalTeam@mod.gov.uk](mailto:DIORDAccn-PRDisposalTeam@mod.gov.uk). Timings to be agreed between supplier and DIO Accommodation at award of contract.

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

Please see the Statement of Requirement.

KEY STAFF

Not applicable

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

Supplier’s Commercially Sensitive Information

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Lot 1 Suppliers are required to have £10m Professional Indemnity Insurance, under Joint Schedule 3.

GUARANTEE

Not applicable

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: | Commercial officer |
| Date: | 29.01.2024 | Date: | 15th February 2024 |

Execution by seal / deed where required by the Buyer].