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

**Order Form**

CALL-OFF REFERENCE: DNO343 Legal services on [REDACTED-COMMERCIAL] between DNO and Sheffield Forgemasters

THE BUYER: Ministry of Defence – Defence Nuclear Organisation

BUYER ADDRESS MoD Abbey Wood, Bristol, BS34 8JH

THE SUPPLIER: Simmons & Simmons LLP

SUPPLIER ADDRESS:**Simmons & Simmons LLP, Citypoint, 1 Ropemaker Street, London, EC2Y 9SS**

REGISTRATION NUMBER: **[REDACTED-COMMERCIAL]**

DUNS NUMBER: **21-661-6279**

SID4GOV ID: **[Insert** if known]

**APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Call-Off Deliverables and dated 1st March 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 2 – Finance and Complex Legal 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. 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 DNO/343
  + 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 9 (Security)
  + Call-Off Schedule 10 (Exit Management)
  + 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 24 (Special Schedule) – Legal Services

1. CCS Core Terms (version 3.0.11)
2. 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**

There are no special terms in this contract.

**CALL-OFF START DATE:** **1st March 2024**

**CALL-OFF EXPIRY DATE:** On completion of deliverables

**WORKING DAY**

Monday to Friday, 9am-5pm, excluding public holidays.

**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**

Not Applicable (on the assumption that Simmons and Simmons are not providing legal advice directly to Sheffield)

**CONFIDENTIALITY**

Not applicable

**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 £50,000

**CALL-OFF CHARGES**

Limit of Liability, not to exceed £50,000

**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**

Duty station to be agreed between the buyer and the supplier. T&S will not be paid to duty station but other T&S expenses will be paid in in line with MOD policy.

**DISBURSEMENTS**

Not Payable

**ADDITIONAL TRAINING CHARGE**

None

**SECONDMENT CHARGE**

N/A

**PAYMENT METHOD**

By Contracting Purchasing and Finance (CP&F) e-procurement platform.

BUYER’S INVOICING ADDRESS:

[REDACTED-PERSONAL]

DNO Commercial Assistant Head 5

[REDACTED-PERSONAL]

6D

MOD Main Building

Whitehall

London

SW1a 2HB

BUYER’S AUTHORISED REPRESENTATIVE

[REDACTED-PERSONAL]

DNO Commercial Assistant Head 5

[REDACTED-PERSONAL]

6D

MOD Main Building

Whitehall

London

SW1a 2HB

BUYER’S ENVIRONMENTAL POLICY

[Greening Government Commitments - GOV.UK (www.gov.uk)](https://www.gov.uk/government/collections/greening-government-commitments)

BUYER’S SECURITY POLICY

**As per DEFCON 660**

BUYER’S ICT POLICY

DEFCON 658 – Cyber.

Further to DEFCON 658 the Cyber Risk Profile of the Contract is Very Low as defined in Def Stan 05-138.

RAR-240301A11

SUPPLIER’S AUTHORISED REPRESENTATIVE

[REDACTED-PERSONAL]

Partner

[REDACTED-PERSONAL]

Simmons & Simmons LLP, Citypoint, 1 Ropemaker Street, London, EC2Y 9SS

SUPPLIER’S CONTRACT MANAGER

[REDACTED-PERSONAL]

Partner

[REDACTED-PERSONAL]

Simmons & Simmons LLP, Citypoint, 1 Ropemaker Street, London, EC2Y 9SS

PROGRESS REPORT

Progress reports to be provided upon buyers request.

PROGRESS REPORT FREQUENCY

**Upon buyers request.**

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

Progress meetings to be agreed between the buyer and supplier during the contracted period.

KEY STAFF

[REDACTED]

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

Simmons and Simmons Pricing Information

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

£100m 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: | [REDACTED-PERSONAL] | Signature: | [REDACTED-PERSONAL] |
| Name: | [REDACTED-PERSONAL] | Name: | [REDACTED-PERSONAL] |
| Role: | Partner | Role: | DNO Commercial AH5 |
| Date: | 12/03/2024 | Date: | 14/03/2024 |

[**Buyer guidance:** execution by seal / deed where required by the Buyer].