

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

## Order Form

CALL-OFF REFERENCE:	ISC/002 (CO Atamis Ref: P2644)
THE BUYER:	The Office of the Intelligence and Security Committee (via the Cabinet Office)
BUYER ADDRESS	ISC, PO BOX 76254, LONDON, SW1P 9NJ
THE SUPPLIER:	TLT LLP
SUPPLIER ADDRESS:	One Redcliff Street BRISTOL BS1 6TP
REGISTRATION NUMBER:	OC 308658
DUNS NUMBER:	73-928-1603
SID4GOV ID:	N/A

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **10<sup>th</sup> June 2024**.

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 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 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
  - Call-Off Schedules
    - Call-Off Schedule 1 (Transparency Reports)
    - Call-Off Schedule 2 (Staff Transfer) [Parts C and E apply]
    - Call-Off Schedule 3 (Continuous Improvement)
    - Call-Off Schedule 5 (Pricing Details)
    - Call-Off Schedule 9 (Security) [Part B applies]
    - Call-Off Schedule 7 (Key Supplier Staff)
    - 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**

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.”

### **Special Term 2**

Should the Buyer require additional security to apply to any Services or Deliverables beyond that set out in para 2.1 of Part B of Call off Schedule 9 (Security), this shall be agreed at that time in writing between the parties.

**CALL-OFF START DATE:** 11<sup>th</sup> June 2024

**CALL-OFF EXPIRY DATE:** Upto 10<sup>th</sup> September 2024

**CALL-OFF INITIAL PERIOD:** 3 Months

**CALL-OFF CONTRACT VALUE (INITIAL PERIOD):** £83,160.00

**CALL-OFF OPTIONAL EXTENSION PERIOD** Upto 1 Year (Subject to further agreement and approvals)

### **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**

To mitigate the risk of any conflict, the Supplier will ensure that access to the file and records for this matter is restricted to the staff named in Call Off Schedule 7 (Key Staff).

### **CONFIDENTIALITY**

As set out above, the Supplier will ensure that the file and records for this matter is restricted to the staff named in Call Off Schedule 7 (Key Staff).

### **IPR**

N/A

### **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 **£332,640.00 (ex. VAT)**.

### **CALL-OFF CHARGES**

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

#### Framework Agreement Hourly Rates


### **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**

Recoverable as stated in the Framework Contract.

### **DISBURSEMENTS**

Any disbursements must be agreed in advance by the Buyer's Contract Manager. This includes the costs of instructing Counsel, which are not included within the Call-Off Charges and Estimated Year 1 Charges.

### **ADDITIONAL TRAINING CHARGE**

N/A

### **SECONDMENT CHARGE**

N/A

### **PAYMENT METHOD**

- Pricing mechanism is Fixed fees as per hourly/daily rates outlined in the Call-Off Charges.
- Payment in arrears upon submission of a compliant Invoice.
- Payment by Purchase Order on receipt of a valid invoice.

### **BUYER'S INVOICING ADDRESS:**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

ISC, PO BOX 76254, LONDON, SW1P 9NJ

### **BUYER'S AUTHORISED REPRESENTATIVE**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

ISC, PO BOX 76254, LONDON, SW1P 9NJ

### **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]  
[REDACTED]

TLT LLP, One Redcliff Street, Bristol, BS1 6TP

## SUPPLIER'S CONTRACT MANAGER

[REDACTED]  
[REDACTED]  
[REDACTED]

TLT LLP, 20 Gresham St, LONDON, EC2V 6DT

## PROGRESS REPORT

Format to be discussed with the Buyer's Representative

## PROGRESS REPORT FREQUENCY

Bi-Weekly

## PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

N/A

## KEY STAFF

[REDACTED]  
[REDACTED]  
[REDACTED]

TLT LLP, 20 Gresham St, LONDON, EC2V 6DT

[REDACTED]  
[REDACTED]  
[REDACTED]

TLT LLP, 20 Gresham St, LONDON, EC2V 6DT

[REDACTED]  
[REDACTED]  
[REDACTED]

TLT LLP, 20 Gresham St, LONDON, EC2V 6DT

[REDACTED]  
[REDACTED]

TLT LLP, 20 Gresham St, LONDON, EC2V 6DT

## KEY SUBCONTRACTOR(S)

N/A

## COMMERCIALLY SENSITIVE INFORMATION

Framework Ref: RM6179  
Project Version: v1.0  
Model Version: v3.7

Supplier's Commercially Sensitive Information

**SERVICE CREDITS**

N/A

**ADDITIONAL INSURANCES**







N/A

**GUARANTEE**

N/A

**SOCIAL VALUE COMMITMENT**

N/A

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature		Signature	
Name		Name	
Role		Role	
Date	17 June 2024	Date	18 June 2024