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

**Order Form**

CALL-OFF REFERENCE: P2427

THE BUYER: HM Treasury

BUYER ADDRESS HM Treasury, One Horse Guards Road, London, SW1A 2HQ

THE SUPPLIER: Clifford Chance

SUPPLIER ADDRESS:10 Upper Bank Street, London, E14 5JJ

REGISTRATION NUMBER:OC323571

DUNS NUMBER: 671452274

SID4GOV ID:1612292336

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 12 April 2024.

It’s issued under the Framework Contract with the reference number RM6183 for the provision of legal services in connection with international trade.

CALL-OFF LOT(S):

Lot 1

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) RM6183
3. The following Schedules in equal order of precedence:
* Joint Schedules for RM6183
	+ Joint Schedule 2 (Variation Form)
	+ Joint Schedule 3 (Insurance Requirements)
	+ Joint Schedule 4 (Commercially Sensitive Information)
	+ Joint Schedule 6 (Key Subcontractors)
	+ Joint Schedule 7 (Financial Difficulties)
	+ Joint Schedule 8 (Guarantee)
	+ Joint Schedule 10 (Rectification Plan)
	+ Joint Schedule 11 (Processing Data)
	+ Joint Schedule 12 (Supply Chain Visibility)
	+ Joint Schedule 13 (Legal Services)
1. CCS Core Terms (version 3.0.8)
2. Joint Schedule 5 (Corporate Social Responsibility) RM6183

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:

None

CALL-OFF START DATE: 12 April 2024

CALL-OFF EXPIRY DATE: 12 July 2024

CALL-OFF INITIAL PERIOD: 3 months

CALL-OFF DELIVERABLES

See separate Instruction Document (dated **REDACTED TEXT FOIA Section 42, Legal Professional Privilege**) setting out the requirements.

HM Treasury requires external legal consultancy services on **REDACTED TEXT FOIA Section 42, Legal Professional Privilege**.

**REDACTED TEXT FOIA Section 40, Personal Information** Counsel is separately instructed by and for the Buyer.

MANAGEMENT OF CONFLICT OF INTEREST

In agreement with this Call-Off Contract, the Supplier will advise if there is any actual or perceived conflict of interest with regards to this contract and your organisation including members of staff. If so, the Supplier will show how internal management processes and controls will safeguard against any conflict of interest issues.

CONFIDENTIALITY

As per the Framework Contract

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year isEstimated Charges in the first 12 months of the Contract being £24,999.

CALL-OFF CHARGES

**REDACTED TEXT FOIA Section 43, Commercial interests** £24,999 (exclusive of VAT) for the advisory elements of the Buyer's Instruction Document.

**REDACTED TEXT FOIA Section 43, Commercial interests**

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Payment will be made by BACS and can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

BUYER’S INVOICE ADDRESS:

Treasury Legal Advisers

One Horse Guards Road, London, SW1A 2HQ

**REDACTED TEXT FOIA Section 43, Commercial interests** and **REDACTED TEXT FOIA Section 40, Personal Information**

BUYER’S AUTHORISED REPRESENTATIVE

**REDACTED TEXT FOIA Section 40, Personal Information**

Deputy Director

**REDACTED TEXT FOIA Section 40, Personal Information**

BUYER’S SECURITY POLICY

Not applicable

SUPPLIER’S AUTHORISED REPRESENTATIVE

**REDACTED TEXT FOIA Section 40, Personal Information**

SUPPLIER’S CONTRACT MANAGER

**REDACTED TEXT FOIA Section 40, Personal Information**

PROGRESS REPORT FREQUENCY

Not applicable

PROGRESS MEETING FREQUENCY

As required

KEY STAFF

**REDACTED TEXT FOIA Section 40, Personal Information**

Partner

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

|  |  |
| --- | --- |
| **Description of Supplier’s Commercially Sensitive Information**  | Information relating to (1) the Supplier’s pricing (including fee arrangements and rates); (2) scope of instructions; (2) the Supplier’s liability or (3) personal data of Supplier Staff.  |
| **Cross reference(s) to location of sensitive information**  | Any provision in the Call-Off Contract relating to the information specified above including the Order Form (e.g. Call-Off Deliverables, Maximum Liability, Call-Off Charges; Supplier’s Authorised Representative; Supplier’s Contract Manager; Key Staff; and Commercially Sensitive Information) |
| **Explanation of sensitivity**  | Rates / pricing information / security / personal data |
| **Details of potential harm from disclosure**  | Competitive disadvantage / security / data breaches |
| **Period of confidence**  | For the duration of the Call-Off Contract  |

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

|  |  |
| --- | --- |
| **For and on behalf of the Supplier:** | **For and on behalf of the Buyer:** |
| Signature: | **REDACTED TEXT FOIA Section 40, Personal Information** | Signature: | **REDACTED TEXT FOIA Section 40, Personal Information** |
| Name: | **REDACTED TEXT FOIA Section 40, Personal Information** | Name: | **REDACTED TEXT FOIA Section 40, Personal Information** |
| Role: | Partner | Role: | Director |
| Date: | 12 April 2024 | Date: | 12 April 2024 |