

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

CALL-OFF REFERENCE: **ITT 780/ Prj_214**

THE BUYER: **Department for Energy Security and Net Zero
(DESNZ)**

BUYER ADDRESS **Department for Energy Security and Net Zero, 1
Victoria Street, London, SW1H 0ET**

THE SUPPLIER: **Ashurst LLP**

SUPPLIER ADDRESS: **London Fruit & Wool Exchange, 1 Duval
Square London E1 6PW**

REGISTRATION NUMBER: **OC330252**

DUNS NUMBER: **210089859**

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 8th May 2023.

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

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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 1 (Definitions)
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 5 (Corporate Social Responsibility)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Call-Off Schedules for **ITT 780/Prj_214**
 - 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 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 24 (Special Schedule)
5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) RM6179
7. [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.]

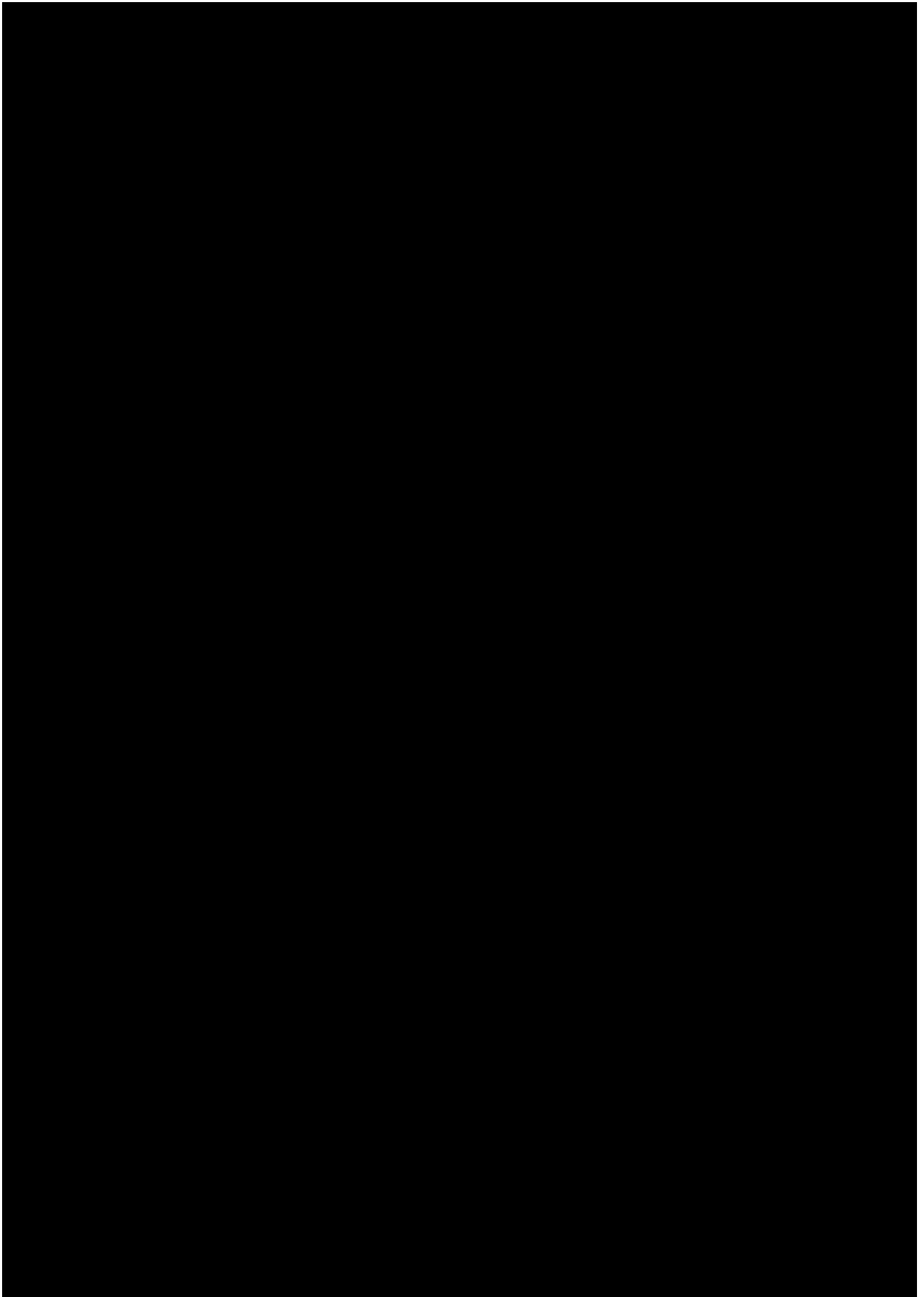
No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.


CALL-OFF SPECIAL TERMS

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

Schedules 5 (Pricing) and 20 (Call-Off specification) are not used as the pricing and specification are contained with this schedule (Schedule 6).

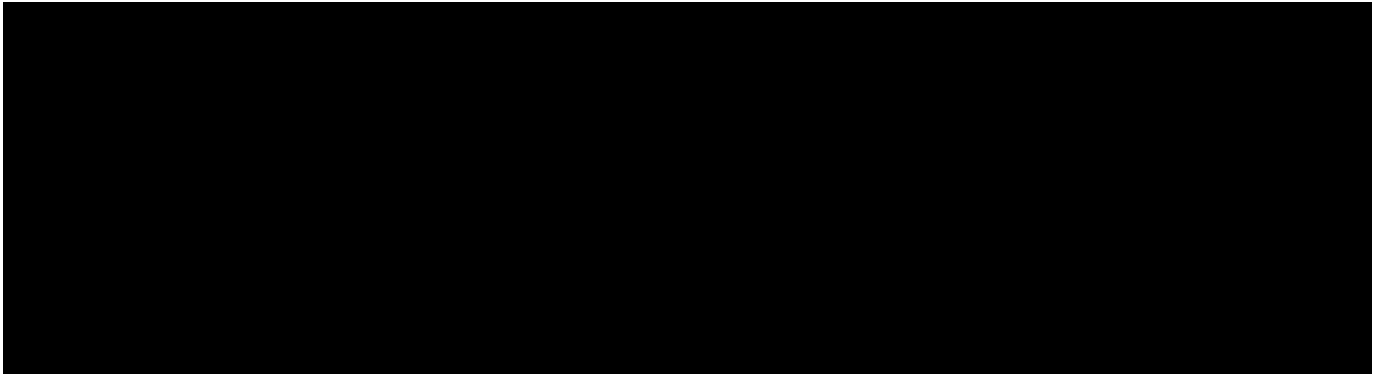
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Framework Ref: RM6179
Project Version: v1.0
Model Version: v3.7

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CALL-OFF START DATE: **8th May 2023**

CALL-OFF EXPIRY DATE: **8th May 2024**

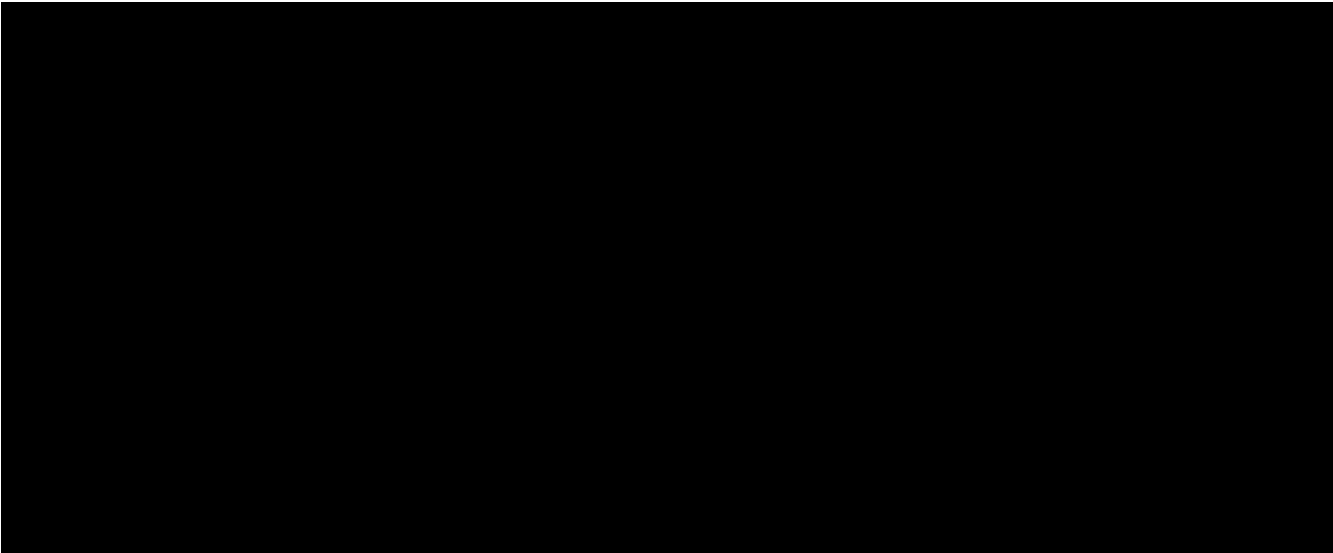
CALL-OFF INITIAL PERIOD: **1 year**

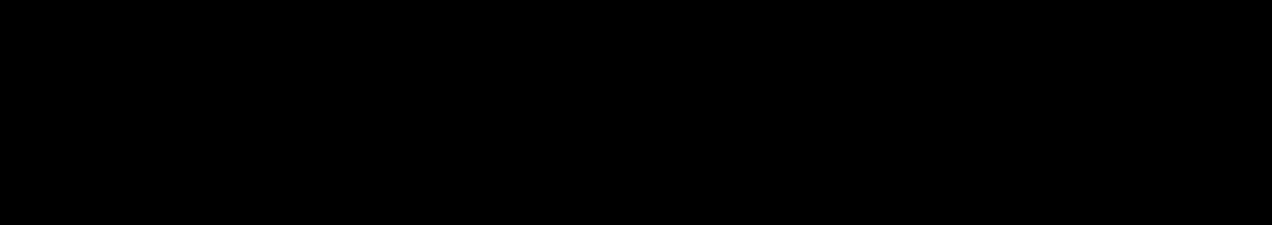
[CALL-OFF OPTIONAL EXTENSION PERIOD **9th May 2024 to 9th November 2026**

CALL-OFF DELIVERABLES

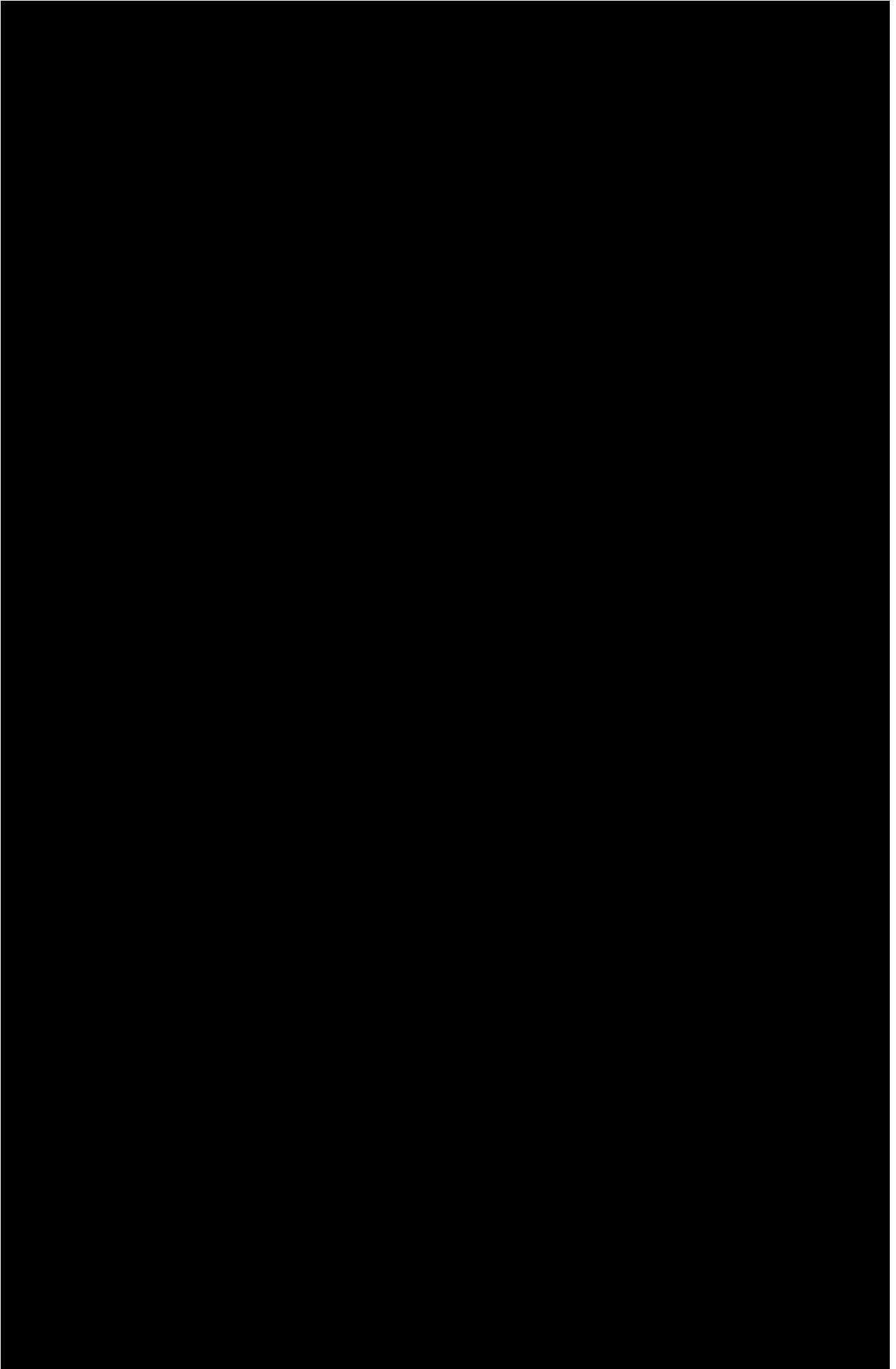
External legal support from the Supplier will be required from May 2023. The contract will be issued by the Department for Energy Security and Net Zero, referred to as DESNZ (“the Buyer”) with the intention to novate to GBN once the organisation set up is complete later in 2023.

The contract will cover advice for delivery activities initiated while the organisation is in shadow form within DESNZ and once GBN is fully established which may include, but not be limited to, Nuclear regulation, site acquisition and procurement including a process for technology selection. The scope will be, in part, shaped by the organisational design, governance arrangements and GBN strategy, all of which are currently in development and are projected to be defined in further detail this year.

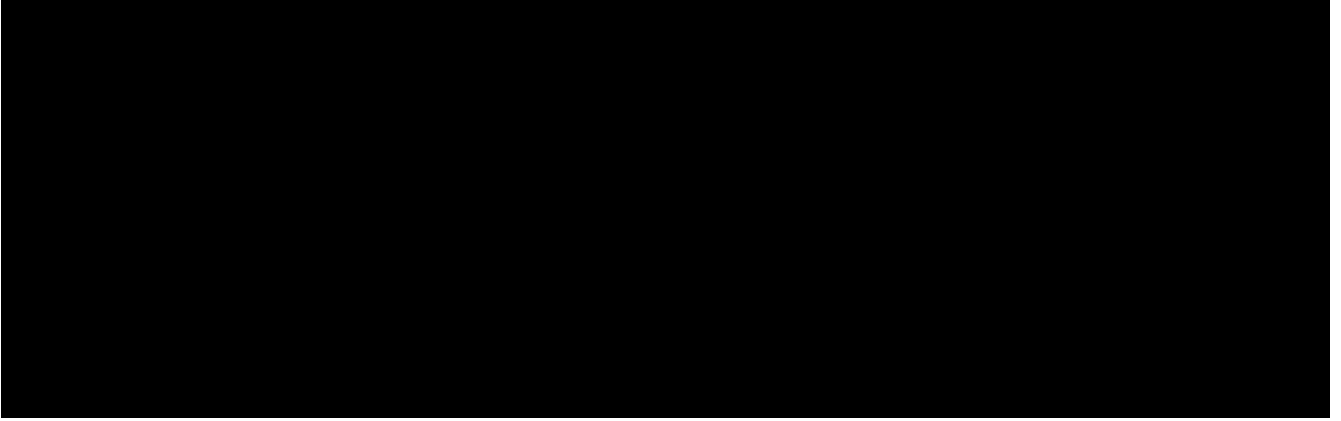




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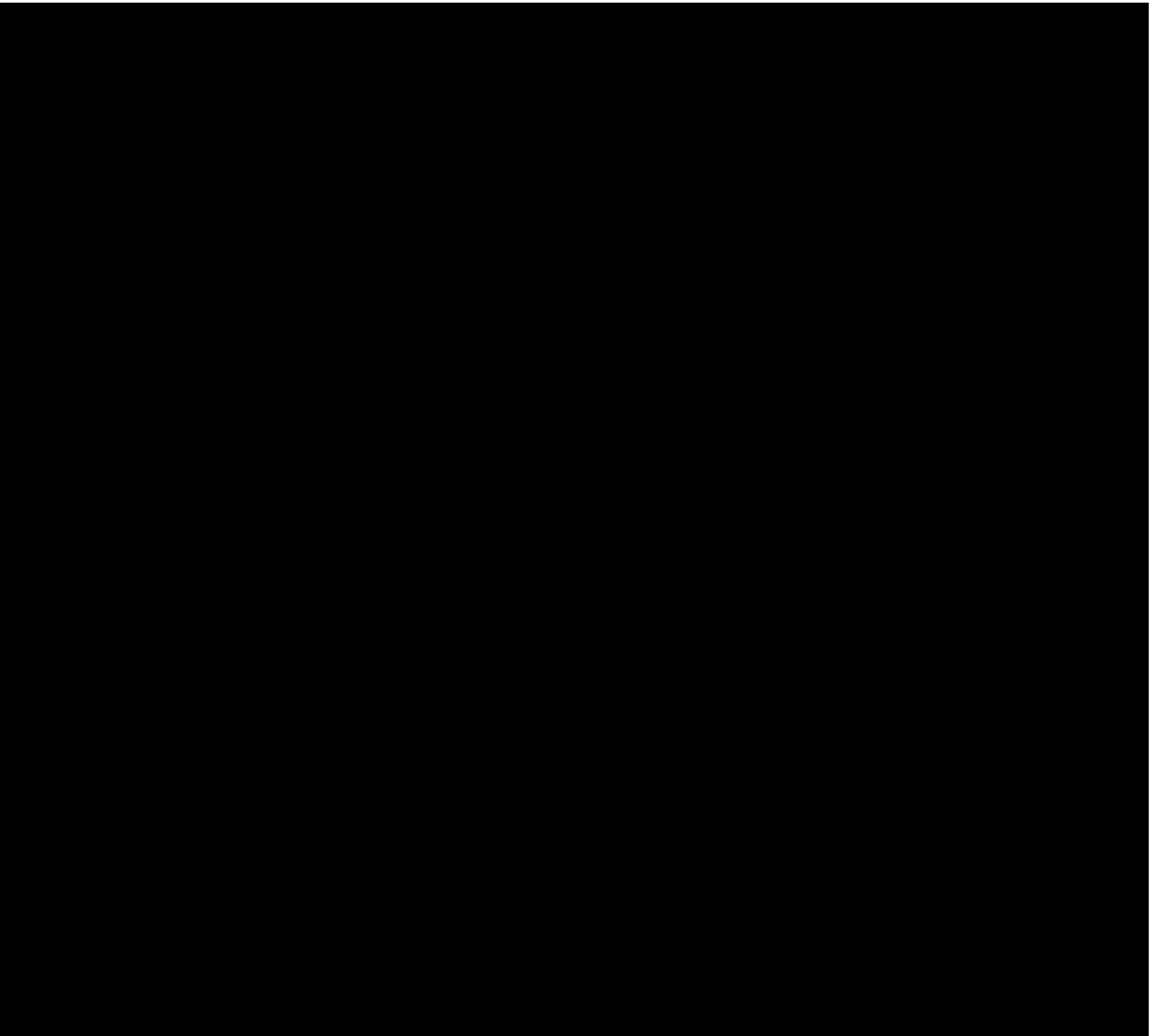


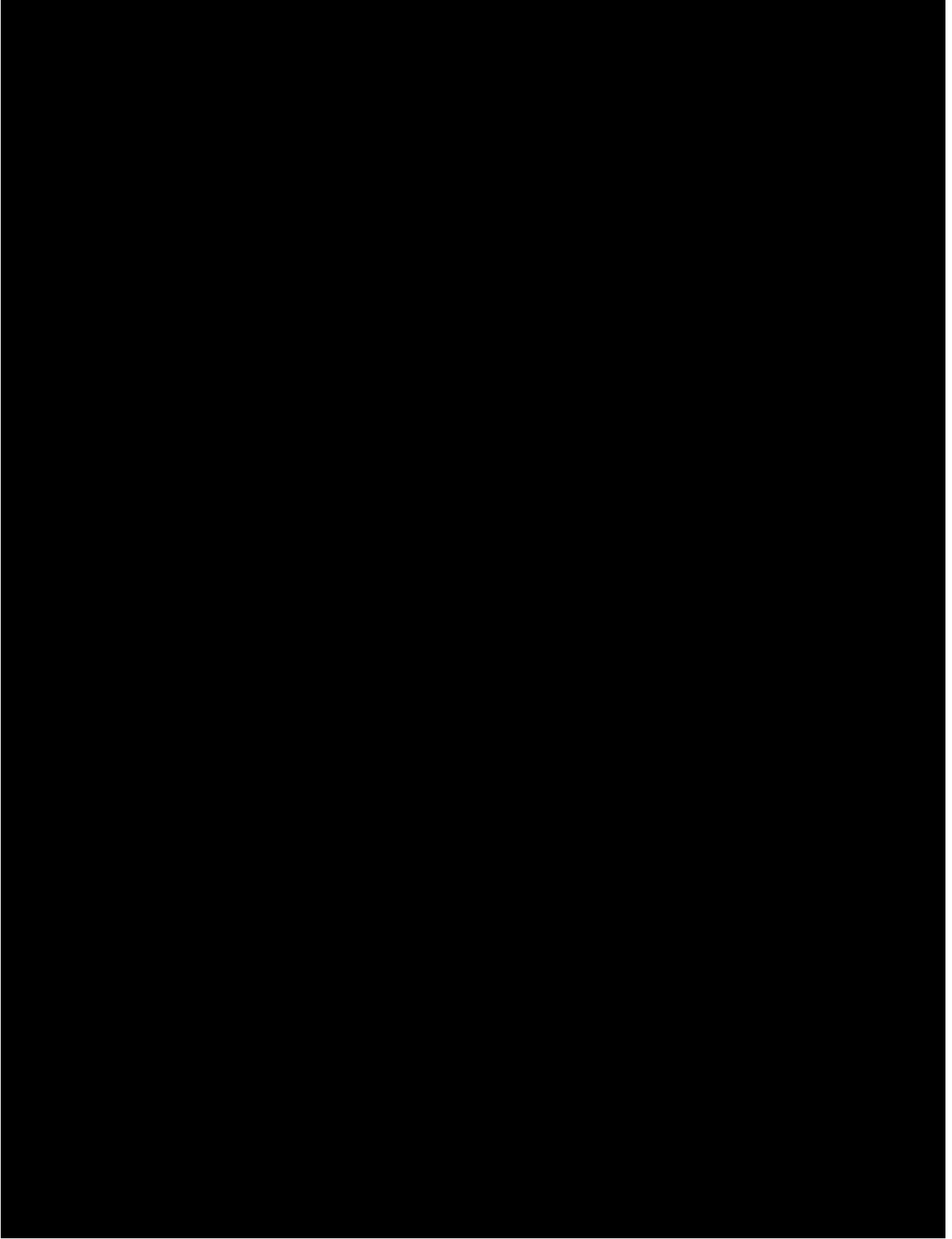


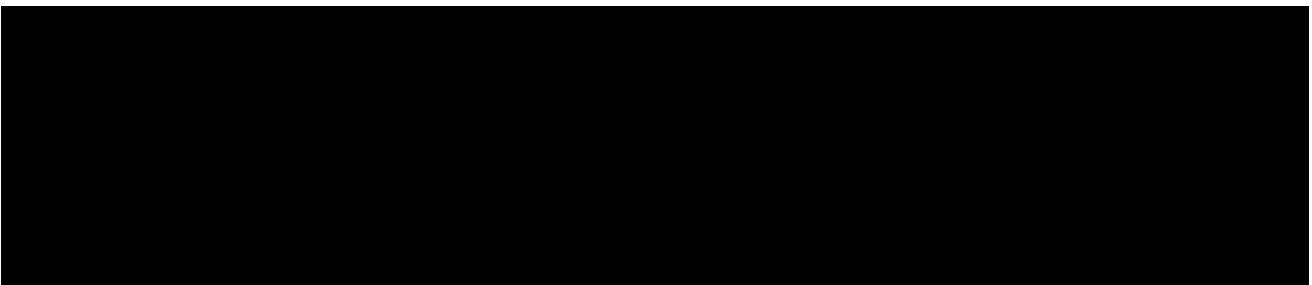
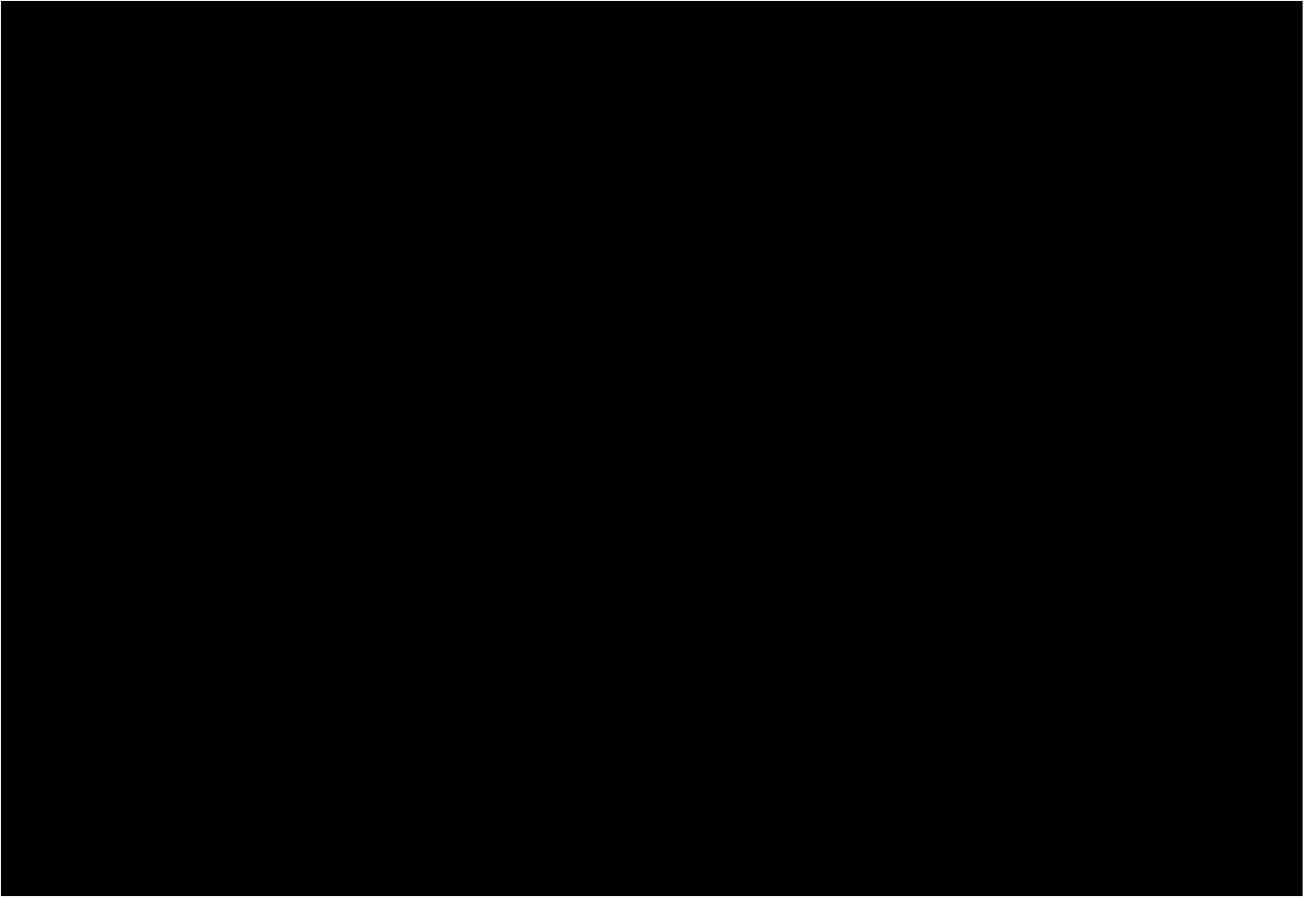
DETAILED REQUIREMENTS

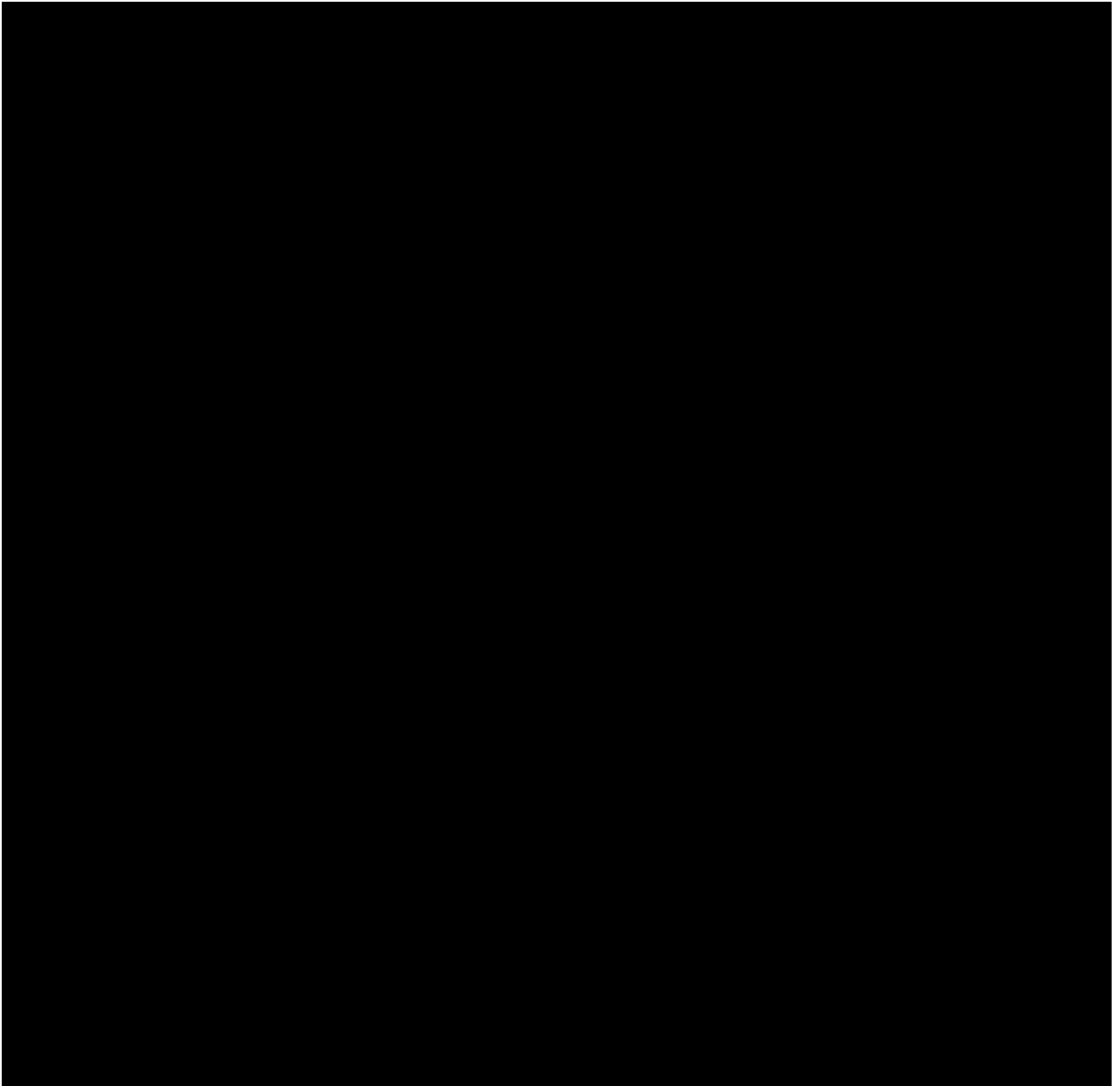
The exact form and frequency of updates and deliverables will be discussed in the initial stages of the contract and at the acceptance of each work package.

Work packages shall be scoped for each requirement during the contract with a budget price being requested from the supplier, applying the hourly rates as detailed in this order form. Work packages will be agreed with the Authorities Contract Manager and will be reviewed as part of the progress meetings. For clarity, the Authority is only liable for costs agreed within a work package.



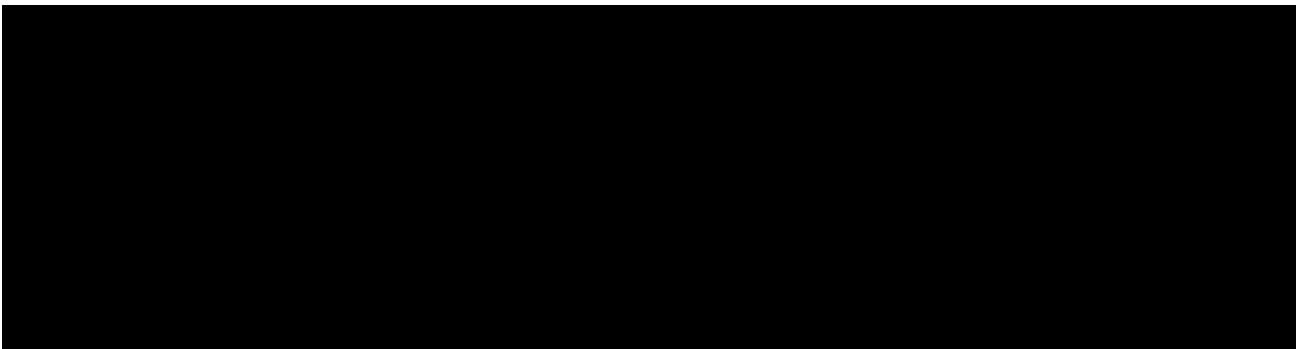


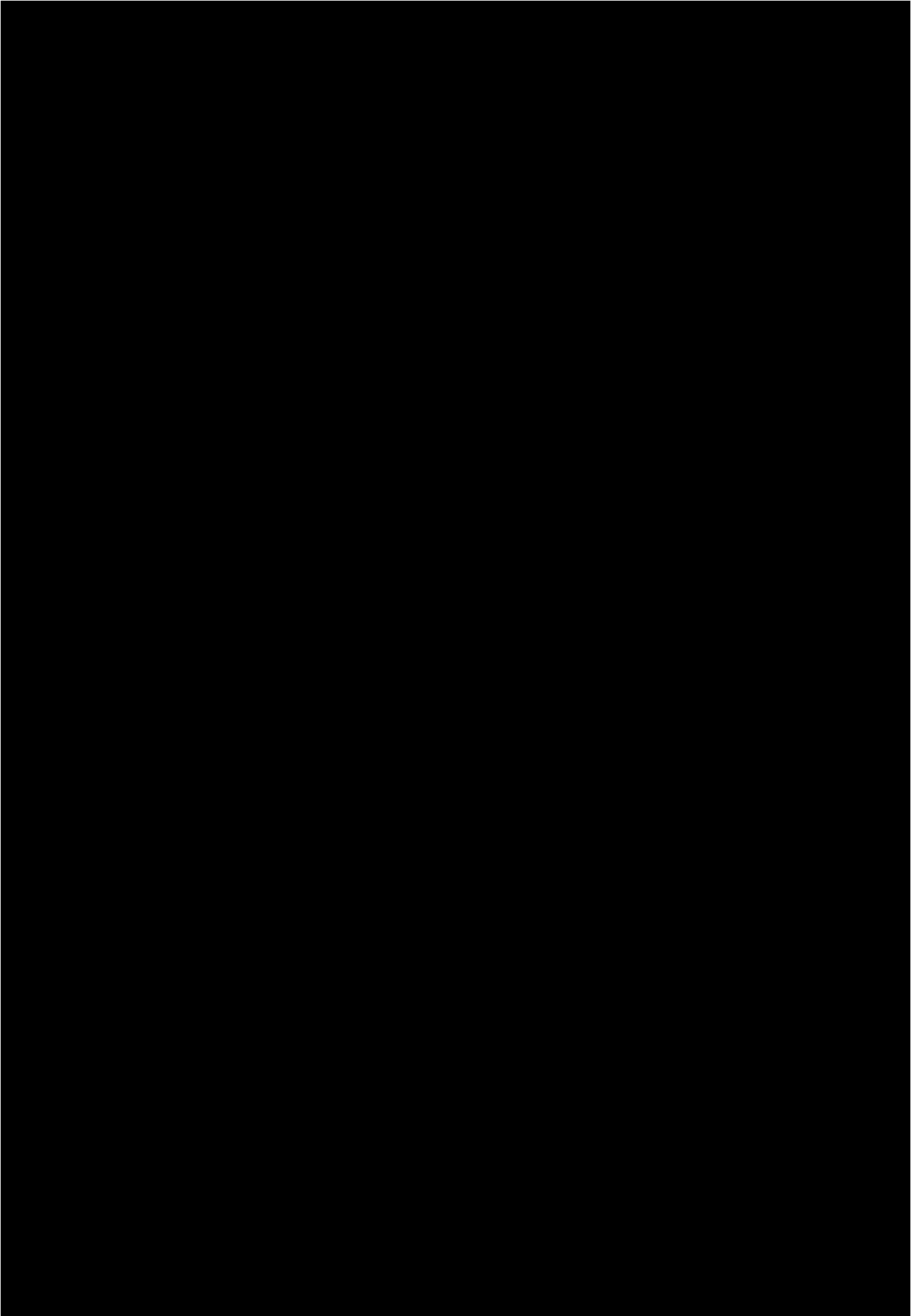


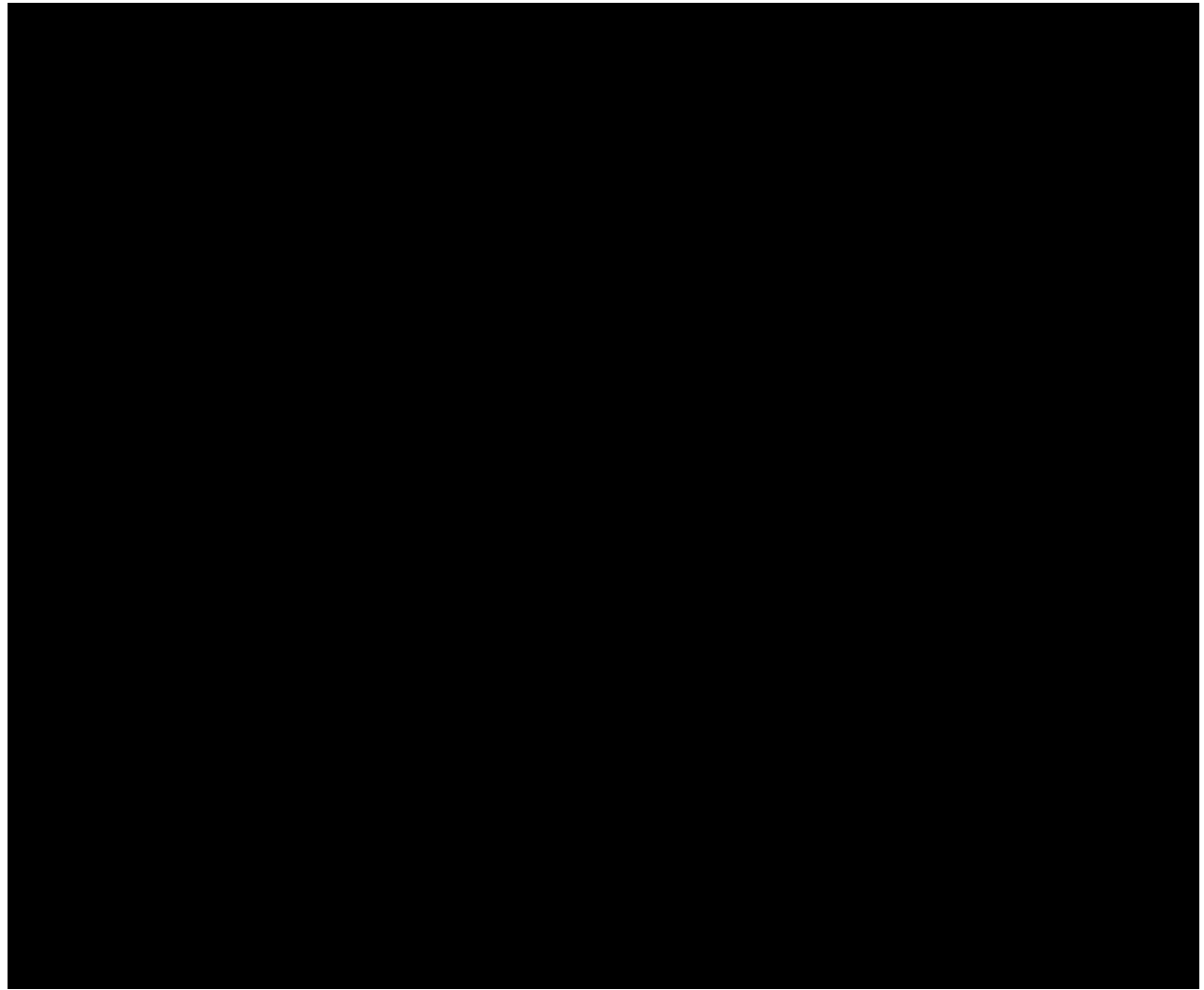


MAXIMUM LIABILITY

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.







REIMBURSABLE EXPENSES

None

DISBURSEMENTS

None

ADDITIONAL TRAINING CHARGE

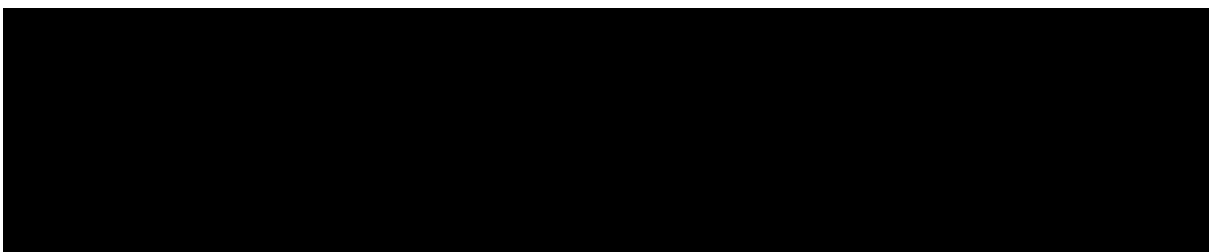
None


SECONDMENT CHARGE

None

PAYMENT METHOD

Monthly invoicing in arrears. The invoice must be sent to the Contract Manager for approval prior to submission for payment.

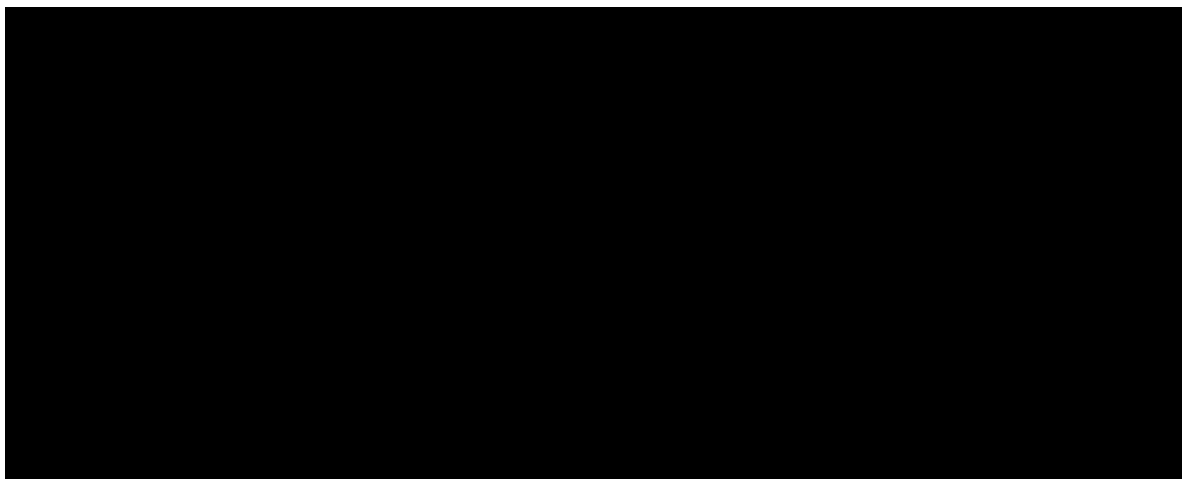




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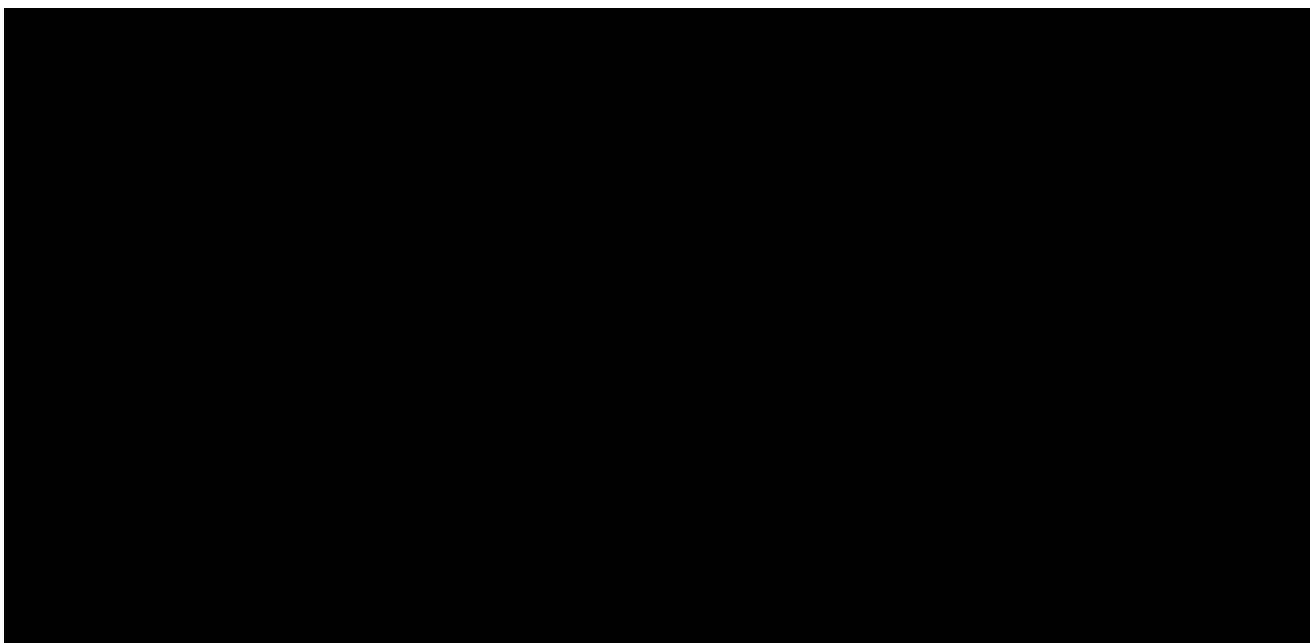
BUYER'S SECURITY POLICY
Refer to Call-off schedule 9



PROGRESS REPORT
Format to be agreed as part of contract mobilisation

PROGRESS REPORT FREQUENCY
Fortnightly

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY
To be agreed as part of contract mobilisation



KEY SUBCONTRACTOR(S)
Not applicable

COMMERCIALLY SENSITIVE INFORMATION

See completed Schedule JS4 Commercially Sensitive Information

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SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)]

