

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

## Order Form

|                      |  |
|----------------------|--|
| CALL-OFF REFERENCE:  | CR-20231105-002                                  |
| THE BUYER:           | UK Export Finance                                |
| BUYER ADDRESS        | 1 Horse Guards Road, London SW1A 2HQ             |
| THE SUPPLIER:        | Hogan Lovells International LLP                  |
| SUPPLIER ADDRESS:    | Atlantic House, Holborn Viaduct, London EC1A 2FG |
| REGISTRATION NUMBER: | OC 323639  |
| DUNS NUMBER:         | N/A  |

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 15/05/2023. 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 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 RM6179
    - Call-Off Schedule 1 (Transparency Reports)
    - Call-Off Schedule 2 (Staff Transfer)
    - Call-Off Schedule 3 (Continuous Improvement)
    - 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

None

CALL-OFF START DATE: 17 May 2023

CALL-OFF EXPIRY DATE: 16 May 2024

CALL-OFF INITIAL PERIOD: 1 Year

CALL-OFF OPTIONAL EXTENSION PERIOD : 6 Months (to 16 November 2024)

### CALL-OFF DELIVERABLES

Legal Division requires support from with the amendment and restatement of the GEF/EWCS/BSS Master Guarantee Agreements (MGAs).

Key deliverables are:

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1. Advice on amendments that UKEF would like to make to the MGA.
2. Preparing and negotiating the amendment and restatement agreement and amended MGA for, and with each individual lender (including any ancillary documents that may be needed for a specific lenders).
3. Manage the execution of all the relevant documents for UKEF.
4. Generally act as our counsel with respect to transaction and advise and assist UKEF to achieve the amendment and restatement of the MGAs.
5. Update UKEF's bank and non bank lender MGA templates once the amendment and restatements have been done.

### **MANAGEMENT OF CONFLICT OF INTEREST**

Not applicable

### **CONFIDENTIALITY**

Standard client confidentiality to apply

### **IPR**

Clause 9 (IPRs)

### **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**

Total Contract cost for all services: £60,000 + VAT (Estimate) on Hourly Rates

### **REIMBURSABLE EXPENSES**

None

### **DISBURSEMENTS**

Disbursements shall only be payable where the Buyer has authorised that the Disbursements may be incurred in advance

### **ADDITIONAL TRAINING CHARGE**

Not applicable

### **SECONDMENT CHARGE**

Not applicable

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### PAYMENT METHOD

Direct payments should be sent to  
Barclays Bank PLC, 1 Churchill Place, London, E14 5HP  
Account Name: Hogan Lovells International LLP  
Account No: [REDACTED]  
IBAN: [REDACTED]  
Sort Code: [REDACTED] SWIFT code: [REDACTED]

### BUYER'S INVOICING ADDRESS:

[REDACTED]  
UK Export Finance  
1 Horse Guards Road  
London SW1 2HQ

### BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]  
Director of Legal and Compliance (Interim) /Legal Adviser  
[REDACTED]@ukexportfinance.gov.uk / [REDACTED]@ukexportfinance.gov.uk  
UK Export Finance, 1 Horse Guards Road, London SW1A 2HQ

### BUYER'S ENVIRONMENTAL POLICY

[UK Export Finance: Environmental, Social and Human Rights policy - GOV.UK \(www.gov.uk\)](#)

### BUYER'S SECURITY POLICY

[Cyber Essentials Scheme: overview - GOV.UK \(www.gov.uk\)](#)  
[Security policy framework - GOV.UK \(www.gov.uk\)](#)

### BUYER'S ICT POLICY

As above security policy

### SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]  
Partner  
[REDACTED]@hoganlovells.com  
Atlantic House, Holborn Viaduct  
London EC1A 2FG

### SUPPLIER'S CONTRACT MANAGER

[REDACTED]  
PA  
[REDACTED]@hoganlovells.com  
Atlantic House, Holborn Viaduct  
London EC1A 2FG

### PROGRESS REPORT

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

Not applicable

**PROGRESS REPORT FREQUENCY**

Not applicable

**PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY**

Not applicable

**KEY STAFF**

Not applicable

**KEY SUBCONTRACTOR(S)**

Not applicable

**COMMERCIALLY SENSITIVE INFORMATION**

Not applicable

**SERVICE CREDITS**

Not applicable

**ADDITIONAL INSURANCES**

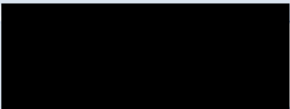


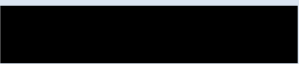
Lot 2 Suppliers are required to have £100m Professional Indemnity Insurance under Joint Schedule 3

**GUARANTEE**

Not applicable

**SOCIAL VALUE COMMITMENT**

As per the Framework Agreement

| For and on behalf of the Supplier: |   | For and on behalf of the Buyer: |   |
|------------------------------------|---|---------------------------------|---|
| Signature:                         |  | Signature:                      |  |
| Name:                              |  | Name:                           |  |
| Role:                              | Partner   | Role:                           |   |
| Date:                              | 15 May 2023   | Date:                           |   |