

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

## **Order Form**

CALL-OFF REFERENCE:	PS24239 - UKSAC24_0104 - Project Falcon - 2 (Legal)
THE BUYER:	UK Space Agency (UKSA)
BUYER ADDRESS	Polaris House, North Star Avenue, Swindon, SN2 1SZ
THE SUPPLIER:	Ashurst LLP
SUPPLIER ADDRESS:	1 Duval Square, London Fruit and Wool Exchange, London, E1 6PQ
REGISTRATION NUMBER:	OC330252
DUNS NUMBER:	210089859

### **APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Call-Off Deliverables and dated Thursday, 17<sup>th</sup> October 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

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

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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 PS24087
    - Call-Off Schedule 2 (Staff Transfer)
    - Call-Off Schedule 3 (Continuous Improvement)
    - Call-Off Schedule 5 (Pricing Details)
    - Call-Off Schedule 7 (Key Supplier Staff)
    - Call-Off Schedule 9 (Security)
    - Call-Off Schedule 20 (Call-Off Specification)
    - Call-Off Schedule 24 (Special Schedule)
5. CCS Core Terms (version 3.0.11)
6. 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**

None

CALL-OFF START DATE: Wednesday, 23<sup>rd</sup> October 2024

CALL-OFF EXPIRY DATE: Tuesday, 31<sup>st</sup> December 2024

CALL-OFF INITIAL PERIOD: 2.2 Months

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**CALL-OFF DELIVERABLES**

See details in Call-Off Schedule 20 (Call-Off Specification)

**MANAGEMENT OF CONFLICT OF INTEREST**

Not applicable

**CONFIDENTIALITY**

Not applicable

**IPR**

Not applicable

**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.

In accordance with Clause 11.6, the Supplier's total aggregate liability in each Contract Year under Clause 14.8 is no more than the Data Protection Liability, being £1,000,000.00.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £75,000.00 excluding VAT

**CALL-OFF CHARGES**

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

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law

**VOLUME DISCOUNTS**

Not applicable

**REIMBURSABLE EXPENSES**

None

**DISBURSEMENTS**

Not payable

**ADDITIONAL TRAINING CHARGE**

Not applicable

**SECONDMENT CHARGE**

Not applicable

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**PAYMENT METHOD**

Payments will be made by BACS Transfer

**BUYER'S INVOICING ADDRESS:**

All invoices should be sent to [finance@services.uksbs.co.uk](mailto:finance@services.uksbs.co.uk) with the following address: UK Space Agency, Polaris House, North Star Avenue, Swindon, SN2 1SZ

**BUYER'S AUTHORISED REPRESENTATIVE**



**BUYER'S ENVIRONMENTAL POLICY**

Available online at:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/1091933/6192\\_UKSA\\_Corporate\\_Plan\\_CB\\_v9a\\_Bb.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1091933/6192_UKSA_Corporate_Plan_CB_v9a_Bb.pdf)

**BUYER'S SECURITY POLICY**

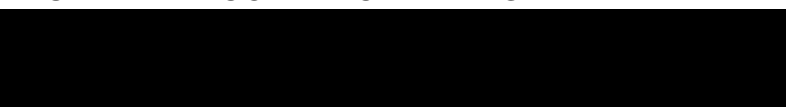
Available online at:

[National-Space-Security-Policy-1.pdf \(ukspace.org\)](#)

**SUPPLIER'S AUTHORISED REPRESENTATIVE**



**SUPPLIER'S CONTRACT MANAGER**



**PROGRESS REPORT**

As required by the 'Buyer'

**PROGRESS REPORT FREQUENCY**

As required by the 'Buyer'

**PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY**

As required by the 'Buyer'

**KEY STAFF**

See details in Call-Off Schedule 7 (Key Supplier Staff)

**KEY SUBCONTRACTOR(S)**

Not Applicable

**COMMERCIALLY SENSITIVE INFORMATION**

See details in Joint Schedule 4 (Commercially Sensitive Information)

Framework Ref: RM6179

Project Version: v1.0

Model Version: v3.7

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**SERVICE CREDITS**

Not applicable

**ADDITIONAL INSURANCES**

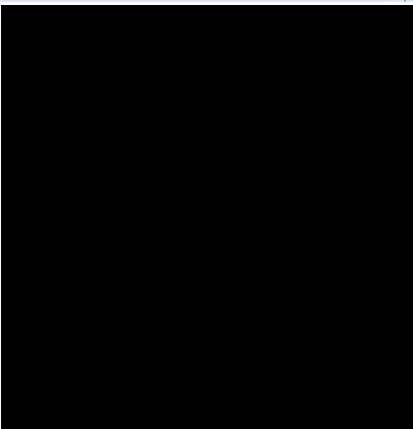
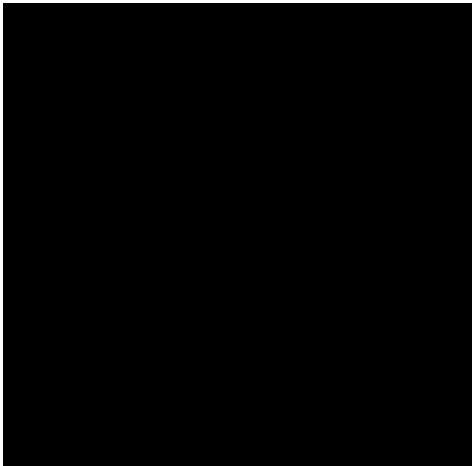
Not applicable

**GUARANTEE**

Not applicable

**SOCIAL VALUE COMMITMENT**

Not applicable

<b>For and on behalf of the Supplier:</b>		<b>For and on behalf of the Buyer:</b>	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	