# 

**Bid Pack**

**Attachment 5a –** **Order Form**

Provision of Legal Services to Support Maritime Programme

Contract Reference: CCLL23A02

**Order Form**

**CALL-OFF REFERENCE:**  CCLL23A02

**THE BUYER:** Home Office

**BUYER ADDRESS:**  11th Floor

Apollo House

Croydon

CR9 2BY

**THE SUPPLIER:** Addleshaw Goddard LLP

**SUPPLIER ADDRESS:** Exchange Tower

19 Canning Street

Edinburgh

EH3 8EH

**REGISTRATION NUMBER:** OC318149

**DUNS NUMBER:** 349302716

**SID4GOV ID:**

**APPLICABLE FRAMEWORK CONTRACT:**

This Order Form is for the provision of the Call-Off Deliverables and dated 10/05/2023.

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 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. Framework Special Terms
3. The following Schedules in equal order of precedence:

* Joint Schedules for RM6179
  + Joint Schedule 10 (Rectification Plan)
  + Joint Schedule 11 (Processing Data)
* Call-Off Schedules for CCLL23A02
  + Call-Off Schedule 1 (Transparency Reports)
  + 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 10 (Exit Management)
  + Call-Off Schedule 18 (Background Checks)
  + Call-Off Schedule 20 (Call-Off Specification)
  + Call-Off Schedule 24 (Special Schedule)

1. CCS Core Terms (version 3.0.11)
2. 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:

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****.****”*

**CALL-OFF START DATE:** 07/08/2023

**CALL-OFF EXPIRY DATE:** 06/02/2025

**CALL-OFF INITIAL PERIOD:** 18 Months

**CALL-OFF OPTIONAL   
EXTENSION PERIOD:** A single period of up to 6 Months

**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**

Ethical wall arrangement is required of the Supplier.

**IPR**

Clause 9 (IPRs) assigns all IPRs in the outputs from the Deliverables to the Supplier, with a licence from the Supplier to the Buyer to use, transfer and sub-licence such rights.

**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 **£150,000.00 ex VAT** Estimated Charges in the first 12 months of the Contract.

**CALL-OFF CHARGES**

As per Call off Schedule 5 (Pricing Details)

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4 and 5 in Framework Schedule 3 (Framework Prices)

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:

* Indexation
* Specific Change in Law

**REIMBURSABLE EXPENSES**

Recoverable as stated in the Framework Contract

**DISBURSEMENTS**

Not Payable

**PAYMENT METHOD**

## Payment 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.

All invoices must include a valid Purchase Order number.

The payment profile for this Call-Off Contract is monthly in arrears.

## The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.

**BUYER’S INVOICING ADDRESS**

## Invoices should contain the Home Office Purchase Order Reference Number and be submitted to:

REDACTED TEXT under FOIA Section 40, Personal Information

**BUYER’S AUTHORISED REPRESENTATIVE**

REDACTED TEXT under FOIA Section 40, Personal Information

**SUPPLIER’S AUTHORISED REPRESENTATIVE**

REDACTED TEXT under FOIA Section 40, Personal Information

**SUPPLIER’S CONTRACT MANAGER**

REDACTED TEXT under FOIA Section 40, Personal Information

**PROGRESS REPORT**

Not applicable.

**PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY**

## Fortnightly, monthly or quarterly as necessary.

## Attendance at Contract Review meetings shall be at the supplier’s own expense.

**KEY STAFF**

Buyer:

REDACTED TEXT under FOIA Section 40, Personal Information

Supplier:

REDACTED TEXT under FOIA Section 40, Personal Information

**KEY SUBCONTRACTOR(S)**

Not Applicable

**COMMERCIALLY SENSITIVE INFORMATION**

1. Pricing provided within Call-Off Schedule 5 Pricing Details
2. Response provided in Call-Off Schedule 4 Call-Off Tender.
3. CVs attached at question 3.9.

Duration of Confidentiality: 4 Years

**SERVICE CREDITS**

No Service credits applicable for this contract

**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)

|  |  |  |  |
| --- | --- | --- | --- |
| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer:** | |
| Signature: | REDACTED TEXT under FOIA Section 40,  Personal Information | Signature: | REDACTED TEXT under FOIA Section 40,  Personal Information |
| Name: | REDACTED TEXT under FOIA Section 40,  Personal Information | Name: | REDACTED TEXT under FOIA Section 40,  Personal Information |
| Role: | Partner | Role: | Associate Commercial Specialist |
| Date: | 12/05/2023 | Date: | 12/5/23 |