

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

Order Form

CALL-OFF REFERENCE: Con_21056 - Commercial litigation support for the Ministry of Justice ("MoJ") in potential claims by Carillion AMBS (in liquidation)

THE BUYER: The Secretary of State for Justice

BUYER ADDRESS: 102 Petty France, Westminster,
London, SW1H 9GL

THE SUPPLIER: Pinsent Masons

SUPPLIER ADDRESS: 30 Crown Place, London EC2A 4ES

REGISTRATION NUMBER: OC333653

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 20 June 2022.

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

Framework Schedule 6

Call-Off reference: Carillion Claims

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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 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)

Call-Off Schedules for: **Carillion Claims**

- Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - 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 20 (Call-Off Specification)
 - 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:

None

CALL-OFF START DATE:

20 June 2022

Framework Schedule 6

Call-Off reference: Carillion Claims

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CALL-OFF EXPIRY DATE: 30 November 2025

[OR On completion of the Deliverables]

CALL-OFF INITIAL PERIOD: 41 months and 11 days

CALL-OFF OPTIONAL EXTENSION PERIOD: 1 year

WORKING DAY

Not applicable

CALL-OFF DELIVERABLES

[REDACTED]).

Option B: See details in Call-Off Schedule 20 (Call-Off Specification)

MANAGEMENT OF CONFLICT OF INTEREST

Nothing additional to the CCS Core Terms (version 3.0.11).

CONFIDENTIALITY

Nothing additional to the CCS Core Terms (version 3.0.11).

IPR

Nothing additional to the CCS Core Terms (version 3.0.11).

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is:

Capped at £100,000,000 and Clause 11.2 of the Core Terms is expressly excluded

[REDACTED]

CALL-OFF CHARGES

The Maximum budget for the contract is up to [REDACTED] The Authority is not committing to spend any amount of this figure through this contract.

(a) Hourly Rate

[REDACTED]

VOLUME DISCOUNTS

[REDACTED]

REIMBURSABLE EXPENSES

To be confirmed with the agreement of the authority

DISBURSEMENTS

To be confirmed with the agreement of the authority

ADDITIONAL TRAINING CHARGE

Framework Ref: RM6179

Project Version: v1.0

Model Version: v3.7

SECONDMENT CHARGE
[REDACTED]

PAYMENT METHOD
A MONTHLY DRAFT INVOICE SHOULD BE SENT BY EMAIL TO:
[REDACTED]

ONCE THE DRAFT INVOICE HAS BEEN APPROVED, THE FINALISED INVOICE
SHOULD BE SUBMITTED TO SHARED SERVICES IN ELECTRONIC COPY AT THE
ADDRESS BELOW:

BUYER'S INVOICING ADDRESS:
SSCL
Ministry of Justice
APinvoices-MOJ-U@gov.sscl.com
Ministry of Justice
102 Petty France, London SW1H 9GL

BUYER'S AUTHORISED REPRESENTATIVE:
[REDACTED]

BUYER'S SUPPLIER
[REDACTED]

BUYER'S ENVIRONMENTAL POLICY
Available on request

BUYER'S SECURITY POLICY
Available on request

BUYER'S ICT POLICY
Available on request

SUPPLIER'S AUTHORISED REPRESENTATIVE
[REDACTED]

SUPPLIER'S CONTRACT MANAGER
[REDACTED]

PROGRESS REPORT
[REDACTED]

PROGRESS REPORT FREQUENCY
[REDACTED]

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

[REDACTED]

KEY STAFF

[REDACTED]

KEY SUBCONTRACTOR(S)

[REDACTED]

COMMERCIALLY SENSITIVE INFORMATION

Supplier's Commercially Sensitive Information

SERVICE CREDITS

Not Applicable

ADDITIONAL INSURANCES

Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements) up to the liability cap of £100m.

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	[REDACTED]	Signature:	[REDACTED]
Name:	[REDACTED]	Name:	[REDACTED]
Role:	[REDACTED]	Role:	[REDACTED]
Date:	[REDACTED]	Date:	[REDACTED]