

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

Crown Copyright 2018

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

## Order Form

|                      |   |
|----------------------|---|
| CALL-OFF REFERENCE:  | PS24206 - Eutelsat Group Investment Management - Independent Legal Advice |
| THE BUYER:           | Department for Science, Innovation and Technology                         |
| BUYER ADDRESS        | 100 Parliament Street, London, SW1A 2BQ                                   |
| THE SUPPLIER:        | Simmons & Simmons LLP   |
| SUPPLIER ADDRESS:    | CityPoint,<br>1 Ropemaker Street,<br>London,<br>EC2Y 9SS                  |
| REGISTRATION NUMBER: | 433041  |
| DUNS NUMBER:         | 216616279   |

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated Friday, 15<sup>th</sup> November 2024.

It's issued under the Framework Contract with the reference number Legal Services Panel RM6179 for the provision of PS24206 - Eutelsat Group Investment Management - Independent Legal Advice.

CALL-OFF LOT(S):  
Lot 2 – Financial and Complex Legal Services

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

Crown Copyright 2018

**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**

Upon conclusion of the initial contract term as detailed below the contracting authority, the Department for Science, Innovation and Technology, may at its sole discretion offer the supplier an extension of the contractual terms of up to 12 months by providing no less than 10 working days' notice to the supplier.

The budget for any extension option exercised will also be at the contracting authority, the Department for Science, Innovation and Technology's sole discretion.

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

Crown Copyright 2018

CALL-OFF START DATE: Friday, 15<sup>th</sup> November 2024

CALL-OFF EXPIRY DATE: Friday, 14<sup>th</sup> November 2025

CALL-OFF INITIAL PERIOD: 12 months

**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 £500,000.00 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

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

Crown Copyright 2018

**DISBURSEMENTS**

Not payable

**ADDITIONAL TRAINING CHARGE**

Not applicable

**SECONDMENT CHARGE**

Not applicable

**PAYMENT METHOD**

Payments will be made by BACS Transfer

**BUYER'S INVOICING ADDRESS:**

All invoices should be sent to DSIT c/o UKSBS, Queensway House, West Precinct, Billingham, TS23 2NF - [ap@uksbs.co.uk](mailto:ap@uksbs.co.uk)

**BUYER'S AUTHORISED REPRESENTATIVE**

[REDACTED]

**BUYER'S ENVIRONMENTAL POLICY**

Available online at:

<https://www.gov.uk/government/publications/sustainability-in-ukhsa/environmental-policy>

**BUYER'S SECURITY POLICY**

Available online at:

<https://www.gov.uk/government/collections/government-security>

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

[REDACTED]

**SUPPLIER'S CONTRACT MANAGER**

[REDACTED]

**PROGRESS REPORT**

As agreed between the Contracting Authority and the Supplier in the kick off meeting.

**PROGRESS REPORT FREQUENCY**

As agreed between the Contracting Authority and the Supplier in the kick off meeting.

**PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY**

As agreed between the Contracting Authority and the Supplier in the kick off meeting.

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

Crown Copyright 2018

**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)

**SERVICE CREDITS**

Not applicable

**ADDITIONAL INSURANCES**

Not applicable

**GUARANTEE**

Not applicable

**SOCIAL VALUE COMMITMENT**

Not applicable