


**Framework Schedule 6 (Order Form Template and Call-Off Schedules) for
CEFAS23-48 Specialist Marine Legal**

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

Order Form

CALL-OFF REFERENCE:	CEFAS23-48 Specialist Marine Legal Services
THE BUYER:	Centre for Environment, Fisheries and Aquaculture Science, an Executive Agency of the Department for Environment, Food & Rural Affairs on behalf of the Crown
BUYER ADDRESS	Pakefield Road, Lowestoft, Suffolk, NR33 0HT
THE SUPPLIER:	Gowling WLG (UK) LLP
SUPPLIER ADDRESS:	4 More London Riverside, London, SE1 2AU, United Kingdom
REGISTRATION NUMBER:	OC304378
DUNS NUMBER:	
GOV ID:	N/A

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APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 7th December 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

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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 **CEFAS23-48 via RM6179**
 - 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 8 (Business Continuity and Disaster Recovery)
 - [Call-Off Schedule 9 (Security)
 - [Call-Off Schedule 10 (Exit Management)
 - [Call-Off Schedule 15 (Call-Off Contract Management)
 - [Call-Off Schedule 20 (Call-Off Specification)
 - [Call-Off Schedule 24 (Special Schedule)
 - [Call-Off Schedule 25 (Secondment Agreement Template)
5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) RM6179
7. Call-Off Schedule 4 (Call-Off Tender)

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.

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CALL-OFF SPECIAL TERMS

None.

CALL-OFF START DATE: 4th December 2023

CALL-OFF EXPIRY DATE: 4th December 2025

CALL-OFF INITIAL PERIOD: 2 Years

1+1 Years

WORKING DAY

WORKING DAY: Monday - Friday, excluding Public Holidays

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

It has been established as part of the competitive procurement process that there are currently no COI with interested parties. However, should a COI arise during the contract term both parties are required to inform each other as soon as they are made aware of an COI. Mitigating steps and alternative arrangements will then be put in place by both parties.

CONFIDENTIALITY

Refer to 'Joint-Schedule-4-Commercially-Sensitive-Information'.

IPR

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

MAXIMUM LIABILITY

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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.

Liability capped at £5,000,000

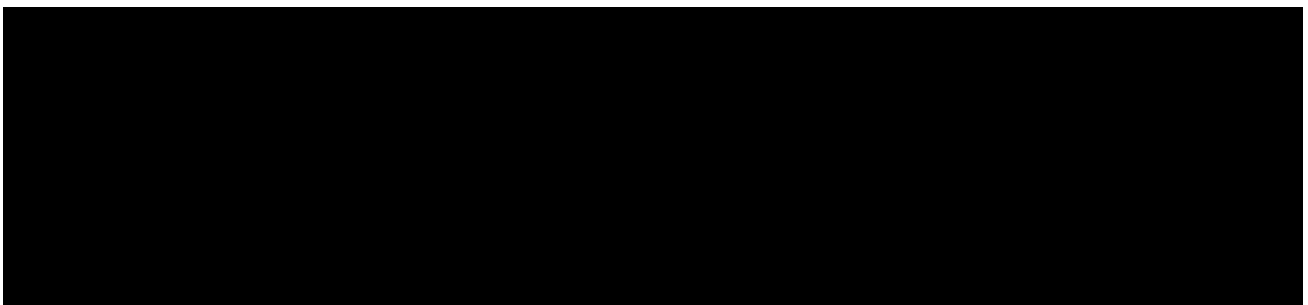
CALL-OFF CHARGES

The value of this Call-Off Contract in year one is estimated to be [REDACTED] **including VAT**. Charges will be calculated by reference to the Supplier's Panel Hourly Rates.

Please refer too Call-Off Schedule 5 (Pricing Details).

VOLUME DISCOUNTS

Where the Supplier provides Volume Discounts, the applicable percentage discount (set out in Table 2 of Annex 1 of Framework Schedule 3 (Framework Prices)) shall automatically be applied by the Supplier to all Charges it invoices regarding the Deliverables on and from the date and time when the applicable Volume Discount threshold is met and in accordance with Paragraphs 8, 9 and 10 of Framework Schedule 3.



REIMBURSABLE EXPENSES

Not applicable

DISBURSEMENTS

Not Payable

ADDITIONAL TRAINING CHARGE

None

SECONDMENT CHARGE

Not applicable

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PAYMENT METHOD

The payment method for this Call-Off Contract is via BACs upon receipt of an approved invoice.

The Supplier will issue electronic invoices monthly in arrears. All invoices must include a valid purchase order number. The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice.

BUYER'S INVOICING ADDRESS:

All draft invoices are verified and approved by the Buyer's Authorised Representative. Once this has been complete, the "supplier" must send the invoice, quoting a valid purchase order number (PO Number) to:

[REDACTED]
[REDACTED]
[REDACTED]
Address: Pakefield Road, Lowestoft
Address: Suffolk NR33 0HT

&

[REDACTED]
[REDACTED]
[REDACTED]
Address: Pakefield Road, Lowestoft
Address: Suffolk NR33 0HT

Final Invoices will be sent for payment via email to:

- **finance@cefas.gov.uk**
- Copying into the email [REDACTED] for budget monitoring.

The following address must be quoted on all draft and final invoices:

Pakefield Road, Lowestoft, Suffolk NR33 0HT

The Purchase Order for this matter is:

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TBC

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

[REDACTED]

Email address: procure@cefas.gov.uk

Address: Cefas, Pakefield Road, Lowestoft, Suffolk, NR33 0HT

&

[REDACTED]

[REDACTED]

[REDACTED]

Address: Cefas, Pakefield Road, Lowestoft, Suffolk, NR33 0HT

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]

[REDACTED]

[REDACTED]

Two Snowhill,
Birmingham,
B4 6WR, United Kingdom

&

[REDACTED]

[REDACTED]

[REDACTED]

Two Snowhill,
Birmingham,

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B4 6WR, United Kingdom

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
[REDACTED]
[REDACTED]

Address: Two Snowhill,
Birmingham,
B4 6WR, United Kingdom

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

Contract management meetings will be held between the Supplier and the Cefas Contract Manager to review the activities and deliverables and the progress made for each, with further focus on KPIs, administration, resources and financial matters. Exact timing and frequency to be confirmed as part of project implementation.

The formal contract management meeting will cover the following areas:

- Review of changes of work or scope
- Knowledge transfer/lessons learned
- Risks and issues
- Any changes to Legal Adviser resources/wider business
- Conflicts of interest
- Exit plan
- Any Other Business

KEY STAFF

[REDACTED]
[REDACTED]
[REDACTED]

Two Snowhill,
Birmingham,
B4 6WR, United Kingdom

&

[REDACTED]
[REDACTED]
[REDACTED]

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KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

As per 'Joint Schedule 4 (Commercially Sensitive Information)'.

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not Applicable

GUARANTEE



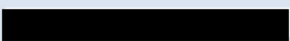
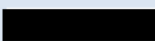
Not applicable

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 established at Framework level.

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:	Partner – Gowlings	Role:	Procurement Lead
Date:	6 December 2023	Date:	7 December 2023