

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

Order Form

CALL-OFF REFERENCE:	PS24264
THE BUYER:	UK Research and Innovation
BUYER ADDRESS	Polaris House, North Star Avenue, Swindon, SN2 1SZ
THE SUPPLIER:	DAC Beachcroft LLP
SUPPLIER ADDRESS:	25 Walbrook London EC4N 8AF
REGISTRATION NUMBER:	OC317852
DUNS NUMBER:	349144563

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 5th November 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 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:

This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.

1. Joint Schedule 1(Definitions and Interpretation) RM6179
2. Framework Special Terms
3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6179
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 10 (Rectification Plan)
 - Call-Off Schedules for PS24264
 - 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 20 (Call-Off Specification)
4. CCS Core Terms (version 3.0.11)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6179
6. Call-Off Schedule 4 (Call-Off Tender) Not Used

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

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CALL-OFF START DATE: Tuesday, 8th October 2024

CALL-OFF EXPIRY DATE: Wednesday, 30th April 2025

CALL-OFF INITIAL PERIOD: 6 Months

WORKING DAY

Monday to Friday

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).

The supplier will advise the buyer,

Responding to interim relief application issued by GMF in the King's Bench Division against UKRI and Cranfield University under case ref KB-2024-002761

MANAGEMENT OF CONFLICT OF INTEREST

No conflicts of interest so far as the Supplier and Customer are aware.

CONFIDENTIALITY

None

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. If the Buyer requires an alternative arrangement in respect of IPRs, these should be specified here

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.

Framework Ref: RM6179

Project Version: v1.0

Model Version: v3.7

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The Estimated Year 1 Charges used to calculate liability in the first Contract Year is [REDACTED] ex VAT Estimated Charges in the first 12 months of the Contract.

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

Recoverable as stated in the Framework Contract

DISBURSEMENTS

Payable

ADDITIONAL TRAINING CHARGE

None

SECONDMENT CHARGE

None

PAYMENT METHOD

The Supplier shall submit an invoice within 28 days of supplying the Supplies and or performing Services to the satisfaction of the Contracting Authority. The invoice shall show the amount of VAT payable and bear the Purchase Order number. Save where an invoice is disputed, the Contracting Authority shall pay the Contractor within 30 days of receipt of an invoice via BACS payment.

If you have a query regarding an outstanding payment, please contact our accounts payable section either by email to finance@uksbs.co.uk or by telephone 01793-867004 between 09:00 and 17:00 Monday to Friday.

The Supplier must facilitate payment by the Buyer of the Charges under a Call-Off Contract under any method agreed with the Buyer in the Order Form.

The Supplier must facilitate a change of payment method during the term of any Call-Off Contract.

The Supplier shall not charge the Buyer for a change in payment method during the term of the Call-off Contract.

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BUYER'S INVOICING ADDRESS:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Not Used

BUYER'S SECURITY POLICY

Schedule 9 (Security)

BUYER'S ICT POLICY

Not Used

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

PROGRESS REPORT

Not applicable

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

KEY STAFF

[REDACTED]
[REDACTED]

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[REDACTED]

[REDACTED]

KEY SUBCONTRACTOR(S)

Not used

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

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