

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

Order Form

CALL-OFF REFERENCE:	Prison Education Services
THE BUYER:	The Secretary of State for Justice
BUYER ADDRESS:	102 Petty France, Westminster, London, SW1H 9GL
THE SUPPLIER:	Dentons UK and Middle East LLP
SUPPLIER ADDRESS:	One Fleet Place London EC4M 7WS United Kingdom
REGISTRATION NUMBER:	OC322045
DUNS NUMBER:	779522056
SID4GOV ID:	N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 25th May 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: Prison Education 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)
 - Joint Schedule 12 (Supply Chain Visibility)

Call-Off Schedules for: **Prison Education Services**

- 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 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: 25th May 2022

CALL-OFF EXPIRY DATE: 24th May 2025

CALL-OFF INITIAL PERIOD: 3 years

Framework Ref: RM6179

Project Version: v1.0

Model Version: v3.7

CALL-OFF OPTIONAL EXTENSION PERIOD 1 year

CALL-OFF DELIVERABLES

[REDACTED]

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 stated in Clause 11.2 of the Core Terms, and as amended by the Framework Special Terms.

Capped at [REDACTED]

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is

[REDACTED]

CALL-OFF CHARGES

Option A:

The total contract value shall be £750,000. The Authority is not committing to spend any amount of this approved budget through this contract.

(a) Hourly Rate

[REDACTED]

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

To be confirmed with the agreement of the Authority

DISBURSEMENTS

Framework Schedule 6**Call-Off reference: Prison Education Services**

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To be confirmed with the agreement of the Authority

ADDITIONAL TRAINING CHARGE

To be confirmed with the agreement of the Authority

SECONDMENT CHARGE

Not Applicable

PAYMENT METHOD

STERLING £ CLIENT ACCOUNT BANK	
BANK BRANCH / ADDRESS	[REDACTED]
ACCOUNT NAME	[REDACTED]
SORT CODE	[REDACTED]
ACCOUNT NUMBER	[REDACTED]
SWIFT/BIC	[REDACTED]
IBAN	[REDACTED]
REFERENCE	[REDACTED]

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 ENVIRONMENTAL POLICY**

Available on request

BUYER'S SECURITY POLICY

Available on request

Framework Ref: RM6179

Project Version: v1.0

Model Version: v3.7

BUYER'S ICT POLICY
Available on request

SUPPLIER'S AUTHORISED REPRESENTATIVE
[REDACTED]

SUPPLIER'S CONTRACT MANAGER
[REDACTED]

PROGRESS REPORT
WIP report required every month

PROGRESS REPORT FREQUENCY
Monthly

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY
Review meetings shall take place monthly or as otherwise required by the Buyer Representative or such other person nominated by the Buyer Representative

KEY STAFF

[REDACTED]

KEY SUBCONTRACTOR(S)
Not Applicable

COMMERCIALLY SENSITIVE INFORMATION
Supplier's Commercially Sensitive Information

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]	Signature:	[REDACTED]
Name:	[REDACTED]	Name:	[REDACTED]
Role:	[REDACTED]	Role:	[REDACTED]
Date:	[REDACTED]	Date:	[REDACTED]

JOINT SCHEDULES

[REDACTED]

CALL OF SCHEDULES

[REDACTED]