



# Foreign, Commonwealth & Development Office

Framework Schedule 6 (Order Form Template and Call-Off Schedules) Crown Copyright 2018

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

### Order Form

CALL-OFF REFERENCE: **Project\_9256**

THE BUYER: **Foreign, Commonwealth and Development Office**

BUYER ADDRESS  
**Foreign, Commonwealth and Development Office**  
**King Charles Street**  
**London**  
**SW1A 2AH**

THE SUPPLIER: **Dentons UK and Middle East LLP**

SUPPLIER ADDRESS: **1 Fleet PI, Farringdon, London, EC4M 7WS**

REGISTRATION NUMBER: **OC322045**

DUNS NUMBER: **779522056**

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **09 May 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 2 – Finance and Complex Legal Services**



# Foreign, Commonwealth & Development Office

Framework Schedule 6 (Order Form Template 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 5 (Corporate Social Responsibility)
- Joint Schedule 7 (Financial Difficulties)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

- Call-Off Schedules for **Project\_9256**

- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 2 (Staff Transfer)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 10 (Exit Management)
- Call-Off Schedule 20 (Call-Off Specification)
- Call-Off Schedule 24 (Special Schedule)



# Foreign, Commonwealth & Development Office

Framework Schedule 6 (Order Form Template and Call-Off Schedules) Crown Copyright 2018

## 5. CCS Core Terms (version 3.0.11)

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:

#### Special Term 1: **REDACTED**

CALL-OFF START DATE: 09/05/2023

CALL-OFF EXPIRY DATE: 08/05/2025

CALL-OFF INITIAL PERIOD: 2 years 0 Months

CALL-OFF OPTIONAL EXTENSION PERIOD: 1 Years 0 Months

### WORKING DAY

means any other day other than a Saturday, Sunday or public holiday in England and Wales and "Working Days" shall be construed accordingly.

### CALL-OFF DELIVERABLES

**REDACTED.**

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

### 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.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£250,783.40 excluding VAT.**

### CALL-OFF CHARGES

**Maximum chargeable rates per hour (exc. VAT)**



# Foreign, Commonwealth & Development Office

Framework Schedule 6 (Order Form Template and Call-Off Schedules) Crown Copyright 2018

Supplier	Band 1 (Partner)	Band 2 (Legal Director / Counsel)	Band 3 (Senior Solicitor)	Band 4 (Solicitor/A ssociate)	Band 5 (NQ/Junior Solicitor)	Band 6 (Trainee)	Band 7 (Paralegal)
Dentons UK and Middle East LLP	<b>REDACTED</b>						

## REIMBURSABLE EXPENSES

Recoverable as stated in the Framework Contract

## DISBURSEMENTS

Not Payable

## ADDITIONAL TRAINING CHARGE

N/A

## SECONDMENT CHARGE

N/A

## PAYMENT METHOD

Invoices should be submitted electronically to the Accounts Payable Section

FCDO Financial Management Group E-invoicing@fcdo.gov.uk and to the Programme Manager, **REDACTED**:

## BUYER'S INVOICING ADDRESS:

FCDO Financial Management Group  
Abercrombie House,  
Eaglesham Rd,  
East Kilbride  
G75 8EA

## BUYER'S AUTHORISED REPRESENTATIVE

**REDACTED**

## BUYER'S ENVIRONMENTAL POLICY

Available online at:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/871237/Environment\\_policy\\_statement.odt](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/871237/Environment_policy_statement.odt)

## BUYER'S SECURITY POLICY

Available online at: <https://www.gov.uk/government/publications/security-policy-for-contractors-consultants-and-suppliers>

## SUPPLIER'S AUTHORISED REPRESENTATIVE



# Foreign, Commonwealth & Development Office

Framework Schedule 6 (Order Form Template and Call-Off Schedules) Crown Copyright 2018

**REDACTED**

Dentons UK and Middle East LLP, Quartermile One Lauriston Place, 15 Lauriston Place, Edinburgh, EH3 9EP.

SUPPLIER'S CONTRACT MANAGER

**REDACTED**

Dentons UK and Middle East LLP, Quartermile One Lauriston Place, 15 Lauriston Place, Edinburgh, EH3 9EP.

KEY STAFF See Call-Off Schedule 7 (Key Supplier Staff)

**REDACTED**

KEY SUBCONTRACTOR(S)

N/A

COMMERCIALLY SENSITIVE INFORMATION

See Joint Schedule 4 (Commercially Sensitive Information) – **REDACTED**

SERVICE CREDITS

**REDACTED**

ADDITIONAL INSURANCES

See Joint Schedule 3. Insurance requirements

GUARANTEE

**REDACTED**

SOCIAL VALUE COMMITMENT

**REDACTED**



# Foreign, Commonwealth & Development Office

Framework Schedule 6 (Order Form Template and Call-Off Schedules) Crown Copyright 2018

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:	<b>REDACTED</b>	Name:	<b>REDACTED</b>
Role:	Partner	Role:	Senior Commercial Manager
Date:		Date:	

## Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

### Terms of Reference

Consultant(s) for legal advice and specialist advice

### Introduction

#### **MOBILIST – Consultant(s) for legal advice and specialist advice**

1. This document is to summarise the potential scenarios that may occur during the delivery of the MOBILIST programme and its engagement with Competition finalists for the benefit of government legal service colleagues providing legal advice in relation to identifying and making investments in new types of Listed Products and managing Listed Products that FCDO holds an interest.
2. Essential context is that FCDO is seeking to catalyse a series of investment vehicles with the ambition to list these either on the London exchange and/or local or dual listing, in addition to managing listed products from the original Competition. They comprise assets sourced only from ODA eligible countries. Listed products are a familiar mainstream vehicle for institutional and retail investors alike, but vehicles with the exposure and measurement framework that we are proposing to catalyse were entirely absent from the London market **\*REDACTED\***. MOBILIST aims to trigger systemic market level change by offering and making *catalytic investments* into a set of 'first of their kind' Listed Products that align with FCDO's goals for mobilising investment into geographies, sectors and assets that begin to help bridge the financing gap for the Sustainable Development Goals (SDGs).
3. As such MOBILIST is a market-led, commercially driven programme. Through FCDO's planned Investment Product Competition (IPC), FCDO will continue to communicate to the market the essential point, that "as this is a pioneering activity, if you [managers of listed product investment vehicles] propose (through this Competition) a new Listed Product investment vehicle that has a developing country focus aligned with areas of interest specified in the RFP and which has the ambition to be listed on the London Stock Exchange, and if that proposal surpasses other proposals in meeting both commercial and developmental objectives (as set out in the Competition documents), *then* FCDO may be willing to enter into a commercial negotiation with you, potentially as a *cornerstone investor* in that new vehicle (to de-risk it initially for institutional investors). Once the product has demonstrated a track record, our theory of change holds that institutional investors will have the confidence to invest too, offering sufficient liquidity for FCDO to manage an orderly exit, and allowing the product to continue trading with pure institutional investment."
4. The IPC related to infrastructure and was structured around 4 distinct Phases; i) scoping; ii) RFP; iii) commercial negotiation and; iv) due diligence.
5. By not ruling out the use of concessional capital, we are obligated to consider a broader range of scenarios (beyond our base case) that might play out in a competitive process, and accordingly how best we should frame FCDO's offer. Different Competition scenarios

may have different legal implications, for example in terms of the application of Public Contract Regulations<sup>[1]</sup>.

6. In all scenarios, we will clearly articulate FCDO's willingness to deploy investment capital should a compelling case for FCDO capital be made by Competition finalists. We have identified some of the likely scenarios that might represent that "compelling case":
  - a. A majority/sole anchor investment from FCDO on concessional or purely commercial terms for a private market product that has a future timeline to IPO;
  - b. A <50% anchor investment from FCDO on concessional or purely commercial terms as a part of a consortia of investors in a private market product that has a future timeline to IPO;
  - c. An investment from FCDO as in scenario (a) or (b) above *plus* technical assistance in the form of a grant to co-finance the process of structuring and/ or listing the product. The grant may be provided before or in parallel to the investment.
  - d. Bidders, including the winning bid seek technical assistance in the form of a grant only to co-finance the product structuring/ listing costs (i.e. no FCDO investment is required).

## **Objective**

### **a. Legal Advice**

FCDO seeks an external legal adviser to ensure that interests of HMG (and its assignees) are well represented in the legal documents. Furthermore, to ensure the interests of HMG (and its assignees) are well represented in delivery of the MOBILIST Competition and in the legal documents and work in close liaison with the MOBILIST Project Team.

### **b. Specialist Advice**

The adviser will support FCDO in progressing Competition finalists through the phases of the Competition, by providing specialist advice (excluding legal advice) for FCDO's queries and documentation assistance.

*The legal adviser will be expected to work in close liaison with the Competition manager and with GLD, who support the Competition on non-complex legal advice.*

## **Scope of Work**

- a. The scope of work will include advice on legal aspects of the Competition in all its Phases and post-listing of products. The scope of work will include the following:
  - Review and drafting of the contribution agreement of the UK government and other related documents;
  - Supporting FCDO in negotiations of terms with the other parties so that the interest of the UK is well represented and any legal or financial liability to the UK government (or its assignee) is covered;
  - Legal structuring of the transactions so as to be tax-efficient and compliant to regulations;

- Advice and support on any legal approvals or registrations required by the UK government or its assignees;
  - Ensuring that FCDO/HMG complies with relevant legislation and regulations in the relevant jurisdictions, including related to procurement, State Aid, tax, probity and transparency, but not limited to these;
  - Representing the case of the UK government or its assignees in a court of law or tribunal or with authorities as required.
7. The above list is indicative and not exhaustive, and the Supplier will need to carry out relevant and timely activities to achieve the objective. The legal advisor will be expected to liaise closely with the management of MOBILIST, Government Legal Department and Fund Manager(s) in relation to the Fund.
8. The Specialist Advice scope of work is divided into 2 sub-parts: b) Specialist Advice and; c) Documentation Support

**b. Specialist Advice**

The adviser shall advise FCDO on the following aspects. The below list is indicative of the nature of advice sought, not exhaustive. The adviser shall provide the necessary support required of such an intervention including:

- Running the Competition (in conjunction with GLD Commercial Law Dept)
- Arms' length and conflict of interest policies
- Content of the Competition associated documents
- Criteria for selection of the Fund Manager including qualification criteria, finalisation of bid parameters, and bid scoring methodology
- Bid Evaluation strategy and process
- Investment by FCDO into the Fund
- Terms of the investment documents including trusteeship agreement, placement documents, contribution agreement, Investment management agreement and other related documents
- Jurisdiction regarding the registration of the fund
- Negotiation of terms with the preferred Fund Managers including the management fees, carry and any other non-legal terms in the investment management agreement
- Governance arrangements
- On-going support post-listing, including exiting from investments if required

**c. Documentation Support**

The adviser shall support FCDO in the following activities during the Competition in all its stages and other activities that may come up in view of the nature of such an investment programme (in conjunction with GLD Commercial Law Department):

- Drafting the non-legal terms of the investment documents including the contribution agreement, fund management agreement.
- Review and finalisation of draft documents prepared by FCDO

- Support in evaluation of the bids submitted by the respondents. (The evaluation may be done through multiple stages).
- Presentations / Notes to FCDO/wider stakeholders as required communicating progress and summarising issues / recommendations.

## **Qualifications**

### **a. Legal Advice**

The advisers selected for this work will need to demonstrate the following credentials:

- Good knowledge of UK and other relevant jurisdiction law, taxation and regulatory regime for fund management and investments
- Extensive experience in handling legal matters concerning financial transactions, notably the establishment of investment funds and the mechanics of Competition processes
- Having proven track record in setting up and structuring funds
- Experience of working with bilateral or multilateral development agencies
- Good knowledge of the regulatory regime and the taxation of the UK is preferable

### **b. Specialist Advice**

The Supplier will need to demonstrate the following credentials:

- At least 10 years of experience in public market investment industry demonstrating a deep understanding of the activities related to public market listings, fund establishment and operations
- Good understanding of the functioning and industry practices of public equity funds especially in infrastructure
- Strong experience in public fund term negotiations with active involvement in term negotiations of at least 5 public infrastructure funds
- Strong experience in documentation of public infrastructure fund establishment.
- Experience of working with bilateral and multilateral development agencies
- Experience in the UK is preferable.

## **Outputs**

### **a. Legal Advice**

9. The outputs will be FCDO approval of the final legal documents and written responses/representation on behalf of FCDO in line with the activities set out in the Scope of Work. The timelines for the individual outputs will be agreed between FCDO and the Supplier on a case by case basis.

### **b. Specialist Advice**

10. The outputs for the sub-components of specialist advice are provided below

#### **Specialist Advice**

- The outputs will be in the form of written notes (and sometimes verbal advice subsequently confirmed in writing) in response to queries from FCDO, or proactively put forward by the Supplier and/or suggested track changes to documents

#### Documentation Support

- The key outputs for the documentation support will be
  - Final Competition documents (FCDO/ Competition Manager will prepare the draft Competition documents and share it with the Supplier for finalisation, where technical inputs are beyond the scope of GLD Commercial)
  - Final investment documentation

11. The timelines for the individual outputs will be agreed between FCDO and the Supplier on a case by case basis.

#### Reporting

12. The Supplier will report to the SRO for the programme on the technical aspects of this engagement and the Departmental Contractual Officer (DPO) for contractual matters.

#### Break clause:

13. *\*REDACTED\**

#### Background

14. *\*REDACTED\**