

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

Order Form

CALL-OFF REFERENCE: **PS24285 - UKSAC24_0115 - Legal Support to Active Debris Removal (ADR) Phase 3 National Mission Procurement**

THE BUYER: **UK Space Agency (UKSA)**

BUYER ADDRESS: Polaris House, North Star Avenue, Swindon, SN2 1SZ

THE SUPPLIER: **Sharpe Pritchard LLP**

SUPPLIER ADDRESS: Elm Yard, 10-16 Elm Street, London, WC1X 0BJ

REGISTRATION NUMBER:

[REDACTED]

DUNS NUMBER:

[REDACTED]

SID4GOV ID:

[REDACTED]

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated Friday, 24th January 2025.

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 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for PS24285
 - 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. 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.

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

None

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CALL-OFF START DATE: Friday, 24th January 2025

CALL-OFF EXPIRY DATE: Monday, 31st March 2025

CALL-OFF INITIAL PERIOD: 2 months, 7 days

CALL-OFF OPTIONAL EXTENSION PERIOD: 12 months

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification)

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).

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.

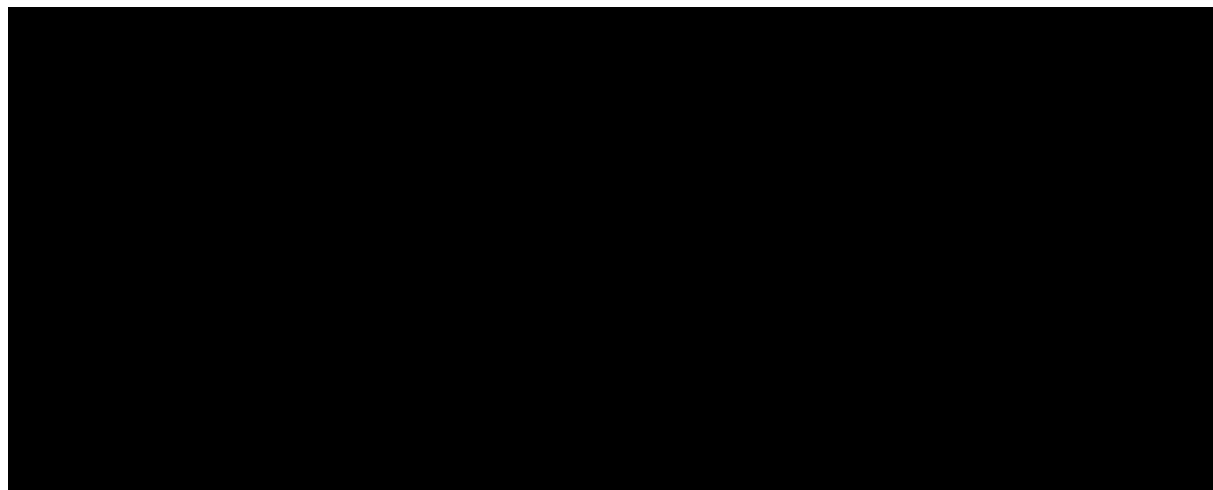
In accordance with Clause 11.6, the Supplier's total aggregate liability in each Contract Year under Clause 14.8 is no more than the Data Protection Liability, being £1,000,000.00 excluding VAT.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £145,000.00 excluding VAT.

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details).

The maximum contract value including the optional extension is £145,000.00 excluding VAT.



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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

DISBURSEMENTS

Not Payable

ADDITIONAL TRAINING CHARGE

Not applicable

SECONDMENT CHARGE

Not applicable

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 and correct, undisputed invoice via BACS payment.

Supplier will be paid in arrears for deliverables successfully completed in the previous month. Supplier to invoice UKSA monthly with the last months invoices.

If you have a query regarding an outstanding payment please contact our accounts payable section either by email to ap@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.

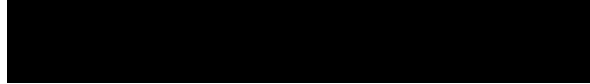
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BUYER'S INVOICING ADDRESS:

All invoices should be sent to ap@uksbs.co.uk with the following address: UKSBS, Queensway House, West Precinct, Billingham, TS23 2NF.

BUYER'S AUTHORISED REPRESENTATIVE



BUYER'S ENVIRONMENTAL POLICY

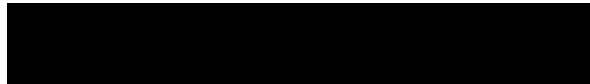
Available online at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1091933/6192_UKSA_Corporate_Plan_CB_v9a_Bb.pdf

BUYER'S SECURITY POLICY

Available online at: [National-Space-Security-Policy-1.pdf \(ukspace.org\)](#)

SUPPLIER'S AUTHORISED REPRESENTATIVE



SUPPLIER'S CONTRACT MANAGER



PROGRESS REPORT

Not applicable

PROGRESS REPORT FREQUENCY

As required for the project

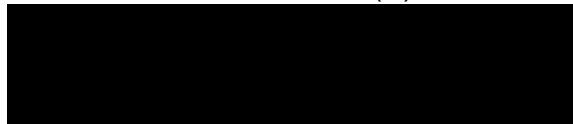
PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

As required for the project

KEY STAFF

As per Supplier's response in Call-Off Schedule 4 (Call off Tender)

KEY SUBCONTRACTOR(S)



COMMERCIALLY SENSITIVE INFORMATION

See details in Joint Schedule 4 (Commercially Sensitive Information)

SERVICE CREDITS

Not applicable

Framework Ref: RM6179

Project Version: v1.0

Model Version: v3.7

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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:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	