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

Order Form

CALL-OFF REFERENCE:	PS25044 – Belgium litigation and pensions
THE BUYER:	UK Research and Innovation
BUYER ADDRESS	Polaris House, North Star Avenue, Swindon, SN2 1SZ
THE SUPPLIER:	
THE OUT LIER.	Eversheds Sutherland (International) LLP
SUPPLIER ADDRESS:	1 Wood St, City of London, London EC2V 7WS

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated Tuesday 11th March 2025.

It's issued under the Framework Contract with the reference number Legal Services Panel RM6240 for the provision of Public Sector Legal Services.

CALL-OFF LOT(S): Lot 1a – Full Service Provision

Framework Schedule 6 (Order Form 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 includes the Call-Off Special Terms and Call-Off Special Schedules.

- 2. Joint Schedule 1 (Definitions and Interpretation) RM6240
- 3. Framework Special Terms
- 4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6240
 - 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 RM6240
 - 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 9 (Security)
 - Call-Off Schedule 20 (Call-Off Specification)
 - 1. CCS Core Terms (version 3.0.11)
 - 2. Joint Schedule 5 (Corporate Social Responsibility) RM6240
 - 3. 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.

OFFICIAL

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

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract: None

CALL-OFF START DATE:	Tuesday, 11 th March 2025
CALL-OFF EXPIRY DATE:	On completion of the Deliverables
CALL-OFF INITIAL PERIOD:	Not Applicable

CALL-OFF DELIVERABLES See details in Call-Off Schedule 20 (Call-Off Specification)

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.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

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

CALL-OFF CHARGES See details in Call-Off Schedule 5 (Pricing Details)

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

REIMBURSABLE EXPENSES None

DISBURSEMENTS Not payable

PAYMENT METHOD

Payment shall be made via BACS Invoices payable upon receipt of invoice and Purchase Order Payment shall be made on Acceptance of the deliverables OFFICIAL

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

BUYER'S INVOICING ADDRESS: All invoices should be sent to

BUYER'S AUTHORISED REPRESENTATIVE

BUYER'S ENVIRONMENTAL POLICY Available online at: <u>https://www.ukri.org/about-us/policies-standards-and-data/environmental-sustainability/</u>

BUYER'S SECURITY POLICY Available online at: <u>https://www.ukri.org/about-us/policies-standards-and-data/</u>

SUPPLIER'S AUTHORISED REPRESENTATIVE

SUPPLIER'S CONTRACT MANAGER

PROGRESS REPORT FREQUENCY As required by the 'buyer'

PROGRESS MEETING FREQUENCY As required by the 'buyer'

KEY STAFF Not applicable

KEY SUBCONTRACTOR(S) Not applicable

COMMERCIALLY SENSITIVE INFORMATION See details Joint Schedule 4 (Commercially Sensitive Information)

SERVICE CREDITS Not applicable

ADDITIONAL INSURANCES Not applicable

GUARANTEE Not applicable

SOCIAL VALUE COMMITMENT Not applicable

Framework Ref: RM6179 Project Version: v1.0 Model Version: v3.7

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

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