

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

### **Order Form**

CALL-OFF REFERENCE:	TRCF3069 - Provision of Legal Advisors for the Motorway Service Areas (MSA) Portfolio
THE BUYER:	Department for Transport
BUYER ADDRESS	Great Minster House, 33 Horseferry Road, London, SW1P 4DR
THE SUPPLIER:	Eversheds Sutherland (International) LLP
SUPPLIER ADDRESS:	One Wood Street, London, EC2V 7WS
REGISTRATION NUMBER:	OC304065
DUNS NUMBER:	734130656
SID4GOV ID:	N/A

#### **APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Call-Off Deliverables and dated 12<sup>th</sup> September 2022 date of issue. It is 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 – Financial and Complex Legal Services

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Project Version: v1.0

Model Version: v3.7

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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:

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- 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)
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- Call-Off Schedules for TRCF3069

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- 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 6 (ICT Services)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 10 (Exit Management)
- Call-Off Schedule 16 (Benchmarking)
- Call-Off Schedule 18 (Background Checks)
- 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 START DATE: 3<sup>rd</sup> October 2022

CALL-OFF EXPIRY DATE: 2<sup>nd</sup> October 2024

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CALL-OFF INITIAL PERIOD: 24 Months

CALL-OFF OPTIONAL EXTENSION PERIOD – 1 x 12 month Term

### **WORKING DAY**

As set out in the framework core terms (Joint schedule 1)

### **CALL-OFF DELIVERABLES**

As set out in individual Work Orders (TRCF3069 Attachment 3 - Statement of Requirements)

The Buyer is entitled to 2 hours of free initial consultation and legal advice with each work package in accordance with Paragraph 5.2 of Framework Schedule 1 (Specification).

### **MANAGEMENT OF CONFLICT OF INTEREST**

None identified

### **CONFIDENTIALITY**

As set out in individual Work Orders and Statement of Requirements (section 17)

### **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.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £200,000 in the first 12 months of the Contract.

### **CALL-OFF CHARGES**

The Supplier's Charges are set out below and are used to calculate the total charges for each individual Work Order:

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Grade	Hourly Rate Offered (£ exc. VAT)
Partner	REDACTED
Legal Director/Counsel	REDACTED
Senior Solicitor	REDACTED
Solicitor/Associate	REDACTED
Junior Solicitor	REDACTED
Trainee	REDACTED
Paralegal	REDACTED

These rates are fixed and firm for the duration of the Term (including any future extensions).

### 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

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Payment will not be made in respect of:

- Handover from the Legal Adviser to DfTLA (providing that handover does not take longer than 30 minutes).
- Normal office overheads (e.g., hard copy reports, photocopying and postage, etc.)
- Internal supervision or checking the work of junior members of the team where duplication provides no demonstrable benefit;
- Travel and subsistence. unless that cost has been pre-approved.

### DISBURSEMENTS

Disbursements shall only be payable where the Customer has authorised that the Disbursements may be incurred in advance.

### PAYMENT METHOD

As set out in Statement of Requirements (section 18)

### BUYER'S INVOICING ADDRESS:

Accounts Payable,  
DfT Shared Service Centre,  
5 Sandringham Park,  
Swansea Vale,  
Swansea  
SA7 0EA.

Or via email to REDACTED

### BUYER'S AUTHORISED REPRESENTATIVE

REDACTED

Great Minster House, 33 Horseferry Road, London, SW1P 4DR

### BUYER'S ENVIRONMENTAL POLICY

N/A

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**BUYER'S SECURITY POLICY**

N/A

**BUYER'S ICT POLICY**

N/A

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

REDACTED

**SUPPLIER'S CONTRACT MANAGER**

REDACTED

**PROGRESS REPORT**

Quarterly Meetings. Authority will discuss how this is set out during initial contract start up meetings

**PROGRESS REPORT FREQUENCY**

Supplier performance meetings are set out Quarterly

**PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY**

Monthly meetings – Section 8 SoR

**KEY STAFF**

N/A

**KEY SUBCONTRACTOR(S)**

N/A

**COMMERCIALLY SENSITIVE INFORMATION**

See Schedule 17 Statement of Requirements

**SERVICE CREDITS**

N/A

**ADDITIONAL INSURANCES**

N/A

**GUARANTEE**

N/A

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### **SOCIAL VALUE COMMITMENT**

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender). The supplier shall also commit to the social value response provided to question 6.1 from attachment 2 – how to bid.



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<b>For and on behalf of the Supplier:</b>		<b>For and on behalf of the Buyer:</b>	
Signature:	REDACTED	Signature:	REDACTED
Name:	REDACTED	Name:	REDACTED
Role:	Partner	Role:	Commercial relationship Advisor
Date:	12/10/13	Date:	13/10/2022

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