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

**Order Form**

CALL-OFF REFERENCE: CCPF23A03

THE BUYER: His Majesty’s Treasury

BUYER ADDRESS 1 Horse Guards Road, Westminster London, SW1A 2HQ

THE SUPPLIER: Hogan Lovells International LLP

SUPPLIER ADDRESS: Atlantic House, Holborn Viaduct, London, EC1A 2FG

REGISTRATION NUMBER: **To be confirmed at contract award**

DUNS NUMBER: 671469120

SID4GOV ID: **To be confirmed at contract award**

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 30 April 2024.

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**

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.
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)
* Call-Off Schedules for RM6179
	+ Call-Off Schedule 1 (Transparency Reports)
	+ Call-Off Schedule 3 (Continuous Improvement)
	+ Call-Off Schedule 5 (Pricing Details)
	+ Call-Off Schedule 9 (Security)
	+ Call-Off Schedule 10 (Exit Management)
	+ Call-Off Schedule 15 (Call-Off Contract Management)
	+ Call-Off Schedule 20 (Call-Off Specification)
	+ Call-Off Schedule 24 (Special Schedule)
	+ Call-Off Schedule 25 (Secondment Agreement Template)
1. CCS Core Terms (version 3.0.11)
2. Joint Schedule 5 (Corporate Social Responsibility)RM6179
3. 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:

Special Term 1 – associated foreign firms

The Supplier will provide access to their associated foreign firms. "Associated foreign firms" for the purpose of this requirement will include at least those firms with which the Supplier shares common branding or administrative functions. As referred to at Section 6.9, Call-Off Schedule 20 (Call-Off Specification)

Special Term 2 – fees for associated foreign firms

Work conducted by associated foreign firms, is to be charged in £ sterling at the lower of (i) the contractual rate charged for equivalent personnel in the UK, or (ii) the Supplier's sterling guideline rate for the personnel discounted by a factor corresponding to the discount from guideline rates applied in respect of the contractual rate. As referred to at Section 13.3, Call-Off Schedule 20 (Call-Off Specification)

Special Term 3 – secondee

Where at the request of the Authority any secondees are supplied they shall be provided at the secondment rate (in accordance with the panel terms). As referred to at Section 13.4, Call-Off Schedule 20 (Call-Off Specification)

Special Term 4 – invoice accuracy

The Supplier shall provide accurate invoices. Where invoices are inaccurate by 2% or more of the final invoice value a discount of 0.5% of the accurate invoice value shall be applied for every whole 1% of variation. As referred to at Section 15.1, Call-Off Schedule 20 (Call-Off Specification)

Special Term 5 – timeliness

Deadlines for the delivery of work product shall be agreed on an instruction-by-instruction basis. Deadlines suggested by the Authority in writing shall be taken to be agreed unless the Supplier expressly indicates in writing some difficulty in meeting the deadline. Where agreed deadlines are missed (without prior agreement and revision of the deadline with the Authority) a 10% discount to the bill associated with that work-product is to be applied for every whole day that passes after the deadline until the product is provided. As referred to at Section 15.2, Call-Off Schedule 20 (Call-Off Specification)

Special Term 6 – partner time

The Supplier shall obtain the written consent of the Authority before charging time at the partner rates specified on the submitted rate card. Work that is undertaken by the Supplier at partner rates, without the written authority of the Authority shall not be billed. As referred to at Section 15.3, Call-Off Schedule 20 (Call-Off Specification)

Special Term 7 – rate card

Potential Suppliers are requested to provide a rate card (both for hourly and daily rates) for work that may arise during the contract. Where possible, the rate card for this requirement should include a discount on the Supplier's standard rate card for this Lot. In any event, the hourly rates submitted for this requirement should not be higher than the standard rate card for this Lot. This rate card may be used by the Authority to pay on a resource consumption basis, or to fix a capped fee for larger pieces of work or in respect of particular instructions. As referred to at Section 13.1, Call-Off Schedule 20 (Call-Off Specification)

CALL-OFF START DATE: 7 May 2024

CALL-OFF EXPIRY DATE: 6 May 2025

CALL-OFF INITIAL PERIOD: 1 Year

CALL-OFF OPTIONAL EXTENSION PERIOD 1 Year

WORKING DAY

Monday, Tuesday, Wednesday, Thursday, Friday.

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).

MANAGEMENT OF CONFLICT OF INTEREST

Not applicable

CONFIDENTIALITY

Not applicable

IPR

Not applicable

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£1,000,000.00 excluding VAT.

CALL-OFF CHARGES

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

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

Recoverable as stated in the Framework Contract

DISBURSEMENTS

Payable with prior consent

ADDITIONAL TRAINING CHARGE

Not applicable

SECONDMENT CHARGE

Not applicable

PAYMENT METHOD

Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

Invoices must state the order number for payment.

BUYER’S INVOICING ADDRESS:

H.M. Treasury, 1 Horse Guards Road, London, SW1A 2HQ

Invoices can be emailed to TLAInvoices@hmtreasury.gov.uk

BUYER’S AUTHORISED REPRESENTATIVE

**REDACTED TEXT under FOIA Section 40, Personal Information**

BUYER’S ENVIRONMENTAL POLICY

Not applicable

BUYER’S SECURITY POLICY

Not applicable

BUYER’S ICT POLICY

Not applicable

SUPPLIER’S AUTHORISED REPRESENTATIVE

**REDACTED TEXT under FOIA Section 40, Personal Information**

SUPPLIER’S CONTRACT MANAGER

**REDACTED TEXT under FOIA Section 40, Personal Information**

PROGRESS REPORT

Reporting to the Service Manager and Contract Manager will be required on a monthly basis at contract review meetings. As referred to at Section 8 and 18, Call-Off Schedule 20 (Call-Off Specification)

Monthly cost breakdowns, in the form of a finance dashboard, are to be provided by the Supplier one week in advance of a contract review meeting and should contain such information as the Authority deems necessary. As referred to at Section 8, Call-Off Schedule 20 (Call-Off Specification)

At contract review meetings, the Supplier will be expected to report on matters including: lessons learned, suggestions for improvement in delivery of the service, success in meeting service-level requirements and, market intelligence updates. As referred to at Section 8, Call-Off Schedule 20 (Call-Off Specification)

During the first two months of the contract the Supplier’s contract manager will be expected to provide weekly updates online as requested. As referred to at Section 18, Call-Off Schedule 20 (Call-Off Specification)

Weekly written reports will be required to detail instructions where work has been undertaken that month and provide a rolling estimated record of the associated bill, in a form agreed with the Authority. As referred to at Section 8, Call-Off Schedule 20 (Call-Off Specification)

Supplementary reporting requirements may be determined on an instruction-by-instruction basis and agreed with the Supplier. As referred to at Section 8, Call-Off Schedule 20 (Call-Off Specification)

PROGRESS REPORT FREQUENCY

Monthly and weekly reports. As referred to at Section 8, Call-Off Schedule 20 (Call-Off Specification)

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

Monthly contract review meetings. As referred to at Section 8, Call-Off Schedule 20 (Call-Off Specification)

KEY STAFF

**REDACTED TEXT under FOIA Section 40, Personal Information**

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Lot 2 Suppliers are required to have £100m Professional Indemnity Insurance under Joint Schedule 3. No additional insurances required.

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

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| **Signed - via Docusign** |
| **Supplier**<Supplier Sign Here> |
| **REDACTED TEXT under FOIA Section 40, Personal Information** |
| **Buyer**<Commercial Sign Here> |
| **REDACTED TEXT under FOIA Section 40, Personal Information** |