

Framework Schedule 6

Call-Off reference: DEFRA Overflow Backfill General Commercial work

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

Order Form

CALL-OFF REFERENCE: **DEFRA** Overflow Backfill General Commercial work

THE BUYER: Commercial Legal Group procurement - GLD

BUYER ADDRESS: Commercial Law Group,
Government Legal Department
102 Petty France, Westminster,
London, SW1H 9GL

THE SUPPLIER: DLA Piper LLP

SUPPLIER ADDRESS: 160 Aldersgate St, Barbican, London EC1A 4HT

REGISTRATION NUMBER:



DUNS NUMBER: Unknown

SID4GOV ID: **Unknown**

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 01/05/2022 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 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)

Call-Off Schedules for: DEFRA Overflow Backfill General Commercial work

- Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 24 (Special Schedule)
5. CCS Core Terms (version 3.0.11)
 6. Joint Schedule 5 (Corporate Social Responsibility) RM6179

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

CALL-OFF START DATE: 01/05/2022

CALL-OFF EXPIRY DATE: 30 March 2023

CALL-OFF INITIAL PERIOD: 01/05/2022 – 30/03/2023

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CALL-OFF DELIVERABLES

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).

Option A- Advice required:

General commercial legal services required to backfill in providing legal advice to Defra's clients where GLD Commercial Law Group E ("CLG-E (Defra)/ GLD") is not able (or only partly able) to provide such legal advice. The work falls within the following main areas: Contracts, Grants, Public Procurement, IP and licensing of rights and the commercial aspects of Data Protection Law.

The following are included in the Services:

The Services will comprise a wide range of contract and commercial legal services and associated law, including but not limited to advice and support on the preparation, negotiation and management of contracts and grants, terms and conditions and related legal issues, as required and specified by the Customer from time to time. Examples include:

- Drafting of contracts, terms and conditions, grant agreements, ITTs and associated legal documentation
- Ad hoc advice on public procurement law (including procedure) and State aid law and queries about contract and statutory interpretation
- Other specific areas of commercial law such as commercial law obligations under GDPR and IP law relating to the above
- Subsidy controls and competition law
- Related advice on disputes, supporting aspects of public law advice, FOIA and such like.

In addition, the Supplier may be required to advise on any ad hoc or incidental commercial law queries.

The following are NOT included in the Services:

The Supplier will not be required to provide advice on public law matters (other than public procurement law) as GLD lawyers will lead on these areas.

Likewise, the Supplier will not be required to advise on:

- Employment law and TUPE-related issues, which will be provided by the GLD employment team
- Litigation matters other than initial advice on potential disputes, strategies/ tactics for resolving potential disputes and questions of interpretation and construction of legal documents at a pre-litigation stage

CLG-E (DEFRA)/ GLD role

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The Supplier will liaise and collaborate with CLG-E (DEFRA)/ GLD and provided regular reports on the Services. CLG-E (DEFRA)/ GLD lawyers may be authorised to give the Supplier instructions on behalf of the Customer which the Supplier is entitled to treat as instructions from the Customer.

MANAGEMENT OF CONFLICT OF INTEREST

Nothing additional to the CCS Core Terms (version 3.0.11).

CONFIDENTIALITY

Nothing additional to the CCS Core Terms (version 3.0.11).

IPR

Nothing additional to the CCS Core Terms (version 3.0.11).

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.

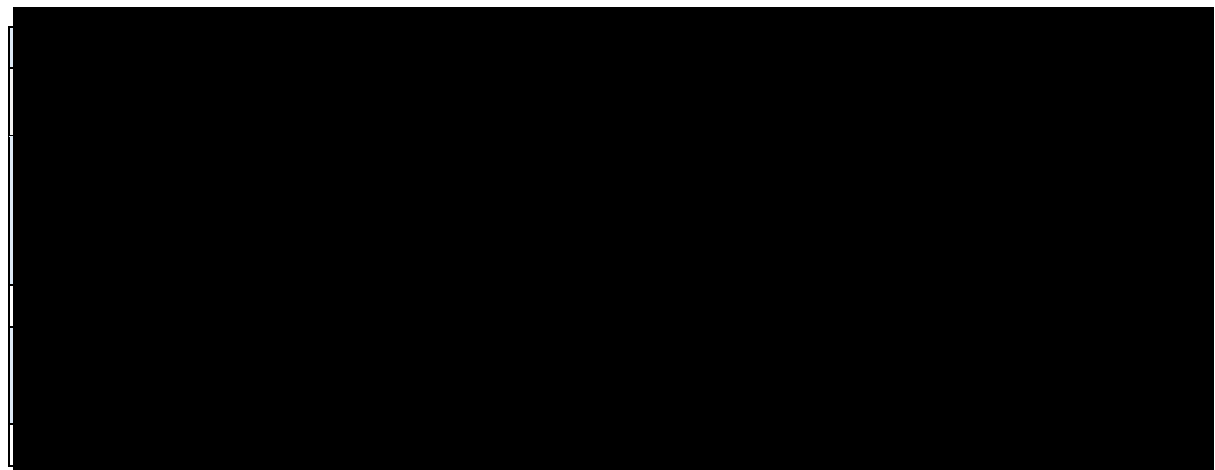


CALL-OFF CHARGES



Charges will be calculated by reference to the Supplier's Panel Rates, which for convenience are set out in the table below:

GLD may negotiate capped/fixed fees for particular pieces or classes of work e.g. Memoranda of Understanding, Non-Disclosure Agreements etc.



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- Estimate not used;

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

None

DISBURSEMENTS

Not Payable

ADDITIONAL TRAINING CHARGE

None

SECONDMENT CHARGE

None

PAYMENT METHOD

BACS Transfer

BUYER'S INVOICING ADDRESS:

[REDACTED]

[REDACTED]

[REDACTED] REPRESENTATIVE:

[REDACTED]

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BUYER'S ENVIRONMENTAL POLICY

Available on request

BUYER'S SECURITY POLICY

Available on request

BUYER'S ICT POLICY

Available on request

SUPPLIER'S AUTHORISED REPRESENTATIVE



SUPPLIER'S CONTRACT MANAGER



PROGRESS REPORT

WIP required every month

PROGRESS REPORT FREQUENCY

Monthly

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

Review meetings shall take place monthly or as otherwise required by the Buyer Representative or such other person nominated by the Buyer Representative

KEY STAFF



KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

Supplier's Commercially Sensitive Information

Framework Ref: RM6179

Project Version: v1.0

Model Version: v3.7

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SERVICE CREDITS

Not Applicable

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:	28 June 2022	Date:	22 June 2022