

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

Order Form

CALL-OFF REFERENCE: CLG DEFRA Contingency Arrangement – Surplus
Financial Year 2023 - 2024

THE BUYER: Commercial Law Group, Department for
Environment, Food and Rural Affairs “DEFRA”, on
behalf of the Crown

BUYER ADDRESS: Commercial Law Group,
Government Legal Department
102 Petty France, Westminster
London, SW1 9GL

THE SUPPLIER: DLA Piper UK LLP

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

REGISTRATION NUMBER: XXXXXXXXXX

DUNS NUMBER: Unknown

SID4GOV ID: Unknown

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated on the date on which the last party to this Order Forms executes the document.

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 1 – General Legal Advice and 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 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)
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 - Call-Off Schedules for **CLG DEFRA CLG DEFRA Contingency Arrangement Financial Year 2023-2024**
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - 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: 13 November 2023

CALL-OFF EXPIRY DATE: 31 March 2024

WORKING DAY

For the purposes of this Call-Off Contract, “**Working Day**” shall mean any day, including Saturdays and Sundays and public holidays.

CALL-OFF DELIVERABLES

General commercial legal services required to backfill in providing legal advice to Defra’s clients where GLD Commercial Law Group DEFRA 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*

GLD Commercial Law Group DEFRA Role:

The Supplier will liaise and collaborate with Commercial Law Group DEFRA lawyers subject to the formal approval of the Buyer's Authorised Representative and provided regular reports on the Services. As approved by the Buyer's Authorised Representative, Commercial Law Group DEFRA 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.

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

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

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

None

DISBURSEMENTS

Not Payable

ADDITIONAL TRAINING CHARGE

None

SECONDMENT CHARGE

If a Secondment requirement arises during the Contract Period, it can be dealt with using the Variation Procedure and Joint Schedule 2 (Variations)

PAYMENT METHOD

Pricing mechanism is as per hourly rates outlined in the Call-Off Charges.

Payment in arrears upon submission of a compliant Invoice.

[REDACTED]

BUYER'S INVOICING ADDRESS:

All draft invoices are verified and approved by the Buyer's Authorised Representative. Once this has been complete, the "supplier" must be sent the final invoice's too:

■ **_____**

■ [REDACTED]
 ■ [REDACTED]
 ■ [REDACTED]
 ■ [REDACTED]
 ■ [REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[illegible]

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

Name: _____

[REDACTED]
[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

PROGRESS REPORT

Following a request by the Buyer's Authorised Representative, the Supplier shall prepare at no cost to the Buyer a summary report setting out:

1. A brief update on the status of each matter on which the Supplier is instructed by the Buyer under this Call-Off Contract; and
2. A WIP report detailing:
 - 2.1. the charges billed to date on each matter;
 - 2.2. the work completed for each matter;
 - 2.3. the total spend to date across all matters.

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

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

KEY STAFF

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

As per Joint Schedule 4 (Commercially Sensitive Information)

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES



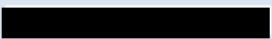
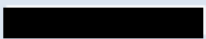


Not applicable

GUARANTEE

Not applicable

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 established at Framework level.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:	21 December 2023	Date:	21 December 2023



Call-Off-Schedule-3- Continuous-ImproverStaff-Transfer, Part C.(Transparency-Reports ms-v3.0.11.odt



Joint-Schedule-5-Cor porate-Social-Responmmmercially-Sensitive-urance-Requirementsiation-Form-v.3.1-RMinitions-v3.9-RM6179



Call-Off-Schedule-24 -Legal-Services-Speci



Joint Schedule 11 - FINAL.docx