

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

### Order Form

CALL-OFF REFERENCE:	703084450
THE BUYER:	Ministry of Defence, FsAST PT
BUYER ADDRESS:	FsAST PT MOD Abbey Wood NH1 Atrium, #1027 Bristol BS34 8JH
THE SUPPLIER:	Gowling WLG (UK) LLP
SUPPLIER ADDRESS:	4 More London Riverside, London, SE12AU
REGISTRATION NUMBER:	OC304378
DUNS NUMBER:	N/A
SID4GOV ID:	N/A

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables identified on this Order Form and shall be effective from the date that both the Buyer and the Supplier have signed and dated this Order Form in one or more counterparts.

It is a Call-Off Contract 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, in the following order of precedence:

1. This Order Form including the Call-Off Special Terms and the Call-Off Schedules listed below, in equal order of precedence
2. Joint Schedule 1(Definitions and Interpretation)

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3. Framework Incorporated Terms and Framework Special Terms as set out in the Framework Award Form
4. The following Joint Schedules, in equal order of precedence:
  - 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)
5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility)

All documents can be found at: <https://www.crowncommercial.gov.uk/agreements/RM6179>

No other Supplier terms form part of the Call-Off Contract, including any terms written on the back of or added to this Order Form.

### CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

<b>CALL-OFF START DATE</b>  On signature by both parties.
<b>CALL-OFF EXPIRY DATE</b>  On completion of the Deliverables.
<b>CALL-OFF DELIVERABLES (CALL-OFF SPECIFICATION)</b>  The Supplier shall provide support in drafting and negotiating a contractual amendment to the Sentry Aircrew Training Service Contract to reprofile the contract to incorporate International Defence Training customers within core hours set aside for MOD personnel, including: <ol style="list-style-type: none"><li>a. Reviewing the contractor's proposal as agreed with the DT and the current contract with a view to addressing how the latter might be amended to incorporate the former;</li><li>b. Working with FsAST Commercial to develop the proposal and amendment and to identify any areas of potential conflict;</li><li>c. Advising on the legal implications (advantages and disadvantages) of proposed contract changes;</li><li>d. Drafting a specimen contract amendment; and</li></ol>

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e. Advising on the impact of relevant legislation and/or case law on any issues arising.

This support is required for a period of circa 3 months or to 31 March 2022, whichever is the later.

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).

The Supplier shall not, except where expressly authorised by MoDLA, advise on any of the following matters:

- Procurement law
- Subsidies
- Public Law
- SSCR
- TUPE
- IPR

### IPR

Intellectual Property Rights in the output from the Deliverables shall vest in the Buyer who shall grant to the Supplier a non-exclusive, unlimited, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change, exploit and sub-license the same.

### MAXIMUM LIABILITY

Subject to any applicable Regulatory Compliance requirements, the Supplier's total aggregate liability per incident under this Call-Off Contract (whether in tort, contract or otherwise) shall be £20 million per claim.

### CALL-OFF CHARGES

Time and Materials based on the Supplier's rates set out in the RM6179 Legal Services Rate Card:

Rank £/hour

Partner REDACTED

Director REDACTED

Principal Associate REDACTED

Senior Associate REDACTED

Associate REDACTED

Trainee REDACTED

Paralegal REDACTED

To a total maximum price for all services of £30,000 (thirty thousand pounds) excluding VAT and disbursements. Independent of any other reporting in this agreement the Supplier shall inform the Buyer when the total of charges incurred reaches 80% of this total

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and shall not exceed this total under any circumstances except as authorised by the Buyer via amendment action.

**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 (FOR TRAVEL, SUBSISTENCE AND HOTEL ACCOMMODATION)**

Recoverable in accordance with the Ministry of Defence Business Travel Policy, provided authorised in advance:



20171030-Business  
Travel Guidance v2 2

**DISBURSEMENTS**

Payable, provided authorised in advance

**PAYMENT METHOD**

The Buyer will pay the Call-Off Charges by electronic transfer and prior to submitting any claims for payment the Supplier shall register its details (supplier on-boarding) on the Contracting, Purchasing and Finance electronic procurement tool.

**BUYER'S AUTHORISED REPRESENTATIVE**

REDACTED

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

REDACTED

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### CALL-OFF SCHEDULES

The following Call-Off Schedules are incorporated into this Call-Off Contract, as amended or supplemented as follows:

CALL-OFF SCHEDULE 1 (TRANSPARENCY REPORTS)  Annex 1: List of Transparency Reports Weekly costs update, to be emailed to Richard Williams at the above address
CALL-OFF SCHEDULE 2 (STAFF TRANSFER) No transfer at the start – Parts C, D and E apply
CALL-OFF SCHEDULE 3 (CONTINUOUS IMPROVEMENT)
CALL-OFF SCHEDULE 17 (MOD TERMS)
CALL-OFF SCHEDULE 24 (SPECIAL SCHEDULE)

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<b>For and on behalf of the Supplier:</b>	<b>For and on behalf of the Buyer:</b>
Signature:	Signature:
Name:	Name:
Role:	Role:
Date:	Date: