

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

Order Form

CALL-OFF REFERENCE:	C382605
THE BUYER:	The Secretary of State for Health and Social Care, acting as part of the Crown
BUYER ADDRESS	Department for Health and Social Care (DHSC), 39 Victoria Street, London SW1H 0EU
THE SUPPLIER:	Mills and Reeve LLP
SUPPLIER ADDRESS:	24 King William Street, London, EC4R 9AT
REGISTRATION NUMBER:	OC326165
DUNS NUMBER:	219268914
SID4GOV ID:	N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **13 August 2025**.

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

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
 - 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 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

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:

In Schedule 2, only Parts C and E shall apply.

In Schedule 20, the Supplier's data protection contact is Tim Winn (tim.winn@mills-reeve.com)

CALL-OFF START DATE: TBC

CALL-OFF EXPIRY DATE: 31 March 2026

CALL-OFF INITIAL PERIOD: End of DHSC Financial Year

WORKING DAY

For the purposes of this Call-Off Contract, "**Working Day**" shall mean any day, excluding Saturdays and Sundays and public holidays unless otherwise agreed between both parties.

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).

See details in Call-Off Schedule 20 (Call-Off 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

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.

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

Redacted in Line with Section 43 of FOIA

CALL-OFF CHARGES

The Charges for the Deliverables, including pricing mechanism and unit on an:

- (a) Hourly Rate; (b) Capped Price; (c) Fixed Price; and/or (d) any combination of the above for the applicable grades being used, or (e) any other fee arrangement.

Supplier			
Mills & Reeve LLP			
Band 1 (Partner)	Band 2 (Legal Director)	Band 3 (Senior Solicitor, Senior Associate)	Band 4 (Solicitor, Associate)
Redacted in Line with Section 43 of FOIA	Redacted in Line with Section 43 of FOIA	Redacted in Line with Section 43 of FOIA	Redacted in Line with Section 43 of FOIA
Band 5 (NQ Solicitor / Associate, Junior Solicitor / Associate)	Band 6 (Trainee)	Band 7 (Paralegal, legal assistant)	Legal Project Manager (if applicable)
Redacted in Line with Section 43 of FOIA	Redacted in Line with Section 43 of FOIA	Redacted in Line with Section 43 of FOIA	Redacted in Line with Section 43 of FOIA

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

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threshold is met and in accordance with Paragraphs 8, 9 and 10 of Framework Schedule 3.

Threshold 1	Threshold 2	Threshold 3
Redacted in Line with Section 43 of FOIA	Redacted in Line with Section 43 of FOIA	Redacted in Line with Section 43 of FOIA
		Redacted

REIMBURSABLE EXPENSES

None

DISBURSEMENTS

Not Payable

ADDITIONAL TRAINING CHARGE

None

SECONDMENT CHARGE

Not Applicable

PAYMENT METHOD

BACS to:

Redacted in Line with Section 43 of FOIA

Redacted in Line with Section 43 of FOIA

BUYER'S INVOICING ADDRESS:

All draft invoices, after being verified and approved by the Buyer or their representatives, should be submitted by the Supplier, quoting a valid purchase order number (PO) as follows:

Accounts Payable

Redacted in Line with Section 43 of FOIA

INSERT CONTACT DETAILS FROM DHSC

Draft invoices to be submitted for approvals to Redacted in Line with Section 43 of FOIA and any other named person (as required)

Final invoices to be submitted in PDF to the above and

Redacted in Line with Section 43 of FOIA

BUYER'S AUTHORISED REPRESENTATIVE

Redacted in Line with Section 43 of FOIA

Framework Ref: RM6179

Project Version: v1.0

Model Version: v3.7

Redacted in Line with Section 43 of FOIA

Government Legal

Department (GLD), 102 Petty France, London SW1H 9GL

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

Redacted in Line with Section 43 of FOIA

[Redacted]

SUPPLIER'S CONTRACT MANAGER

Redacted in Line with Section 43 of FOIA

Redacted in Line with Section 43 of FOIA

[Redacted]

PROGRESS REPORT

The Supplier shall prepare, at no cost to the buyer, a summary report setting out:

01. A brief update on the status of each matter on which the supplier is instructed by the Buyer under this Call Off Contract; and
02. A WIP Report detailing:
 - a. The charges billed to date on each matter;
 - b. The works completed for each matter; and
 - c. The total spend to date across all matters

This will be provided as required by each instructing GLD Lead on their respective matters.

PROGRESS REPORT FREQUENCY

The supplier shall prepare progress report "WIP"s as required (monthly) and on request.

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PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

Review meetings shall take place monthly or as otherwise required by the Buyer's representative(s) or such person nominated by the Buyer's representative(s).

KEY STAFF

Redacted in Line with Section 43 of FOIA

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

Supplier's Commercially Sensitive Information (as per joint schedule 4).

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:	Redacted in Line with Section 43 of FOIA	Signature:	Redacted in Line with Section 43 of FOIA
Name:	Redacted in Line with Section 43 of FOIA	Name:	Redacted in Line with Section 43 of FOIA
Role:	Redacted in Line with Section 43 of FOIA	Role:	Redacted in Line with Section 43 of FOIA
Date:	11 AUGUST 2025	Date:	14/08/25