

RM6179 Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE: **PS22296**
Provision of legal services to the Accelerating
Detection of Disease Challenge

THE BUYER: UK Research and Innovation (UKRI) – Innovate UK

BUYER ADDRESS Polaris House, North Star Avenue, Swindon,
SN2 1LF

THE SUPPLIER: Burges Salmon LLP

SUPPLIER ADDRESS: One Glass Wharf, Bristol, BS2 0ZX

REGISTRATION NUMBER: LLP number OC307212

DUNS NUMBER: 738152433

SID4GOV ID: n/a

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **01/03/2023**.

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)
 - Call-Off Schedules for RM6179 – (Lot 1 – General Legal Advice and Services).
 - [Call-Off Schedule 5 (Pricing Details)
 - [Call-Off Schedule 7 (Key Supplier Staff)
 - [Call-Off Schedule 10 (Exit Management)
 - [Call-Off Schedule 15 (Call-Off Contract Management)
 - [Call-Off Schedule 20 (Call-Off Specification)
5. CCS Core Terms (version 3.0.11)

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:

The Supplier has numerous clients that rely upon it for general representation. The Supplier advises clients in matters arising under the laws of: one or more of the constituent parts of the United Kingdom, the European Union, a Member State of the European Union, the WTO, other international trade and/or investment agreements, or public international law generally. As a result, without advance conflicts waivers from Supplier clients, conflicts of interest could arise that could deprive either the Buyer or other Supplier clients of the right to select the Supplier as counsel.

In light of the foregoing, other current or future clients of the Supplier including those identified in the preceding paragraph (collectively, the “Other Clients”) may ask the Supplier to represent them in matters (including litigation) that are adverse to the Buyer but that are not substantially related to the Supplier’s representation of the Buyer. If the Supplier is not representing the Buyer in such a matter, and the matter in which the Buyer and the Other Client have adverse interests is not substantially related to our current or past representation of the Buyer, then:

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1. *the Buyer agrees that the Supplier may represent such Other Client to the extent and provided that the Supplier is and remains not substantially related to the Supplier's representation of the Buyer;*
2. *the Buyer waives any conflict of interest arising from such representation; and*
3. *the Buyer agrees that it will not seek to disqualify or otherwise prevent the Supplier from representing such Other Client,*

provided that any Confidential Information and Personal Data held by lawyers of the Supplier that assisted the Buyer in this matter is kept confidential, in the case of Confidential Information, and Processed, in the case of Personal Data, in accordance with Clauses 14 and 15 of the Core Terms, respectively.

The Buyer acknowledges that it has had an opportunity to consult with other counsel (in-house or otherwise) before agreeing to this waiver.

CALL-OFF START DATE: **01/03/2023**

CALL-OFF EXPIRY DATE: **28/02/2024**

CALL-OFF INITIAL PERIOD: **12 months**

CALL-OFF OPTIONAL EXTENSION PERIOD (**12 months**)

CALL-OFF DELIVERABLES

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

MAXIMUM LIABILITY

For the purposes of Clause 11.2 of the Core Terms (as amended by the Framework Special Terms), the Supplier's liability for any damages, costs, claims, expenses, interest or other liability arising out of the performance or non-performance by the Supplier shall be limited to £3 million per claim. The Buyer's total aggregate liability in each Contract Year under the Call-Off Contract (whether in tort, contract or otherwise) no more than the greater of £3 million or 150% of the Estimated Yearly Charges.

CALL-OFF CHARGES

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

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REIMBURSABLE EXPENSES

None

DISBURSEMENTS

Not Payable

ADDITIONAL TRAINING CHARGE

None

SECONDMENT CHARGE

None

PAYMENT METHOD

BACS Payment Method

BUYER'S INVOICING ADDRESS:

Invoices to be sent to email: 

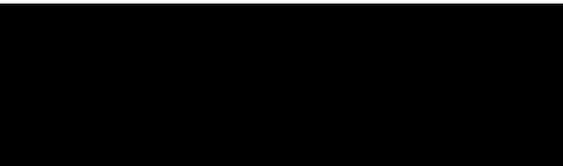
BUYER'S AUTHORISED REPRESENTATIVE



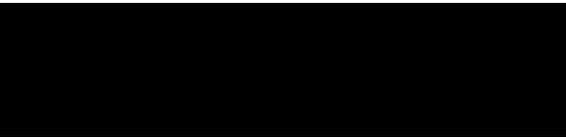
BUYER'S ENVIRONMENTAL POLICY

Not applicable

SUPPLIER'S AUTHORISED REPRESENTATIVE



SUPPLIER'S CONTRACT MANAGER



KEY STAFF

Not applicable

KEY SUBCONTRACTOR(S)

Not Applicable

SERVICE CREDITS

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Not applicable

ADDITIONAL INSURANCES

Lot 1 Suppliers are required to have £10m Professional Indemnity Insurance.

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:	04 May 2023	Date:	10 May 2023