

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

Order Form

CALL-OFF REFERENCE:	DHSC Legal Services – INTERIM Overflow Arrangements: External Support from Mills & Reeves for ongoing Projects
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 & 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 31 May 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

Framework Schedule 6

Call-Off reference: C195114

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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: **C195114**

DHSC Legal Services – INTERIM Overflow Arrangements: External Support from DAC Beachcroft for ongoing Projects

- Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - 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:

None

CALL-OFF START DATE: 31 May 2023

CALL-OFF EXPIRY DATE: 30 Jun 2023

CALL-OFF INITIAL PERIOD: 31 May 2023 – 30 Jun 2023

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).

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.

[Redacted]

CALL-OFF CHARGES

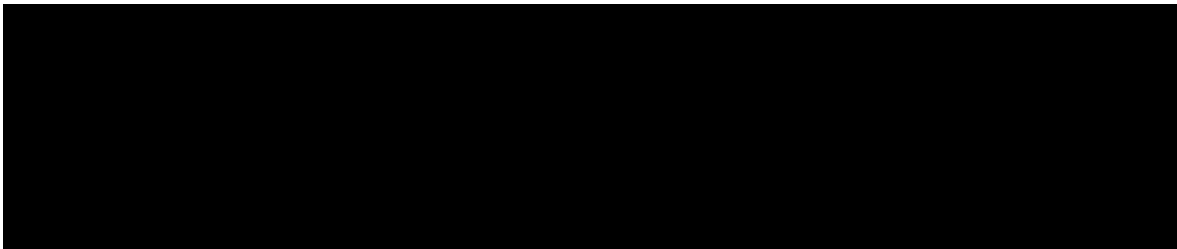
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VOLUME DISCOUNTS

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



DISBURSEMENTS



ADDITIONAL TRAINING CHARGE



SECONDMENT CHARGE



PAYMENT METHOD

- [Redacted]
- [Redacted]
- [Redacted]

Supplier to insert Bank Details: Mills & Reeve LLP Office Account

[REDACTED]

BUYER'S INVOICING ADDRESS:

All draft invoices, after verified and approved by the "buyer". Once this has been complete, the "supplier" must be sending the invoice, quoting a valid purchase order number (PO Number) to:

Accounts Payable

[REDACTED]

[REDACTED], Corporate Legal Services Budget Manager, Department for Health and Social Care (DHSC), Quarry House, Quarry Hill, Leeds, LS7 2UE

Draft invoices to be submitted for approval to [REDACTED] (as required).

Please also send to [REDACTED]

Final invoices to be submitted as above bearing a valid PO number (if required)

BUYER'S AUTHORISED REPRESENTATIVE:

[REDACTED]

Corporate Legal Services Budget Manager

[REDACTED]

Department for Health and Social Care (DHSC), Quarry House, Quarry Hill, Leeds, LS7 2UE

[REDACTED]

Deputy Director(s)

[REDACTED]

CLG DHSC, Commercial Law Group (CLG), Government Legal Department (GLD), 102 Petty France, London, SW1H 9AJ

BUYER'S ENVIRONMENTAL POLICY

Available on request

BUYER'S SECURITY POLICY

Framework Ref: RM6179
Project Version: v1.0
Model Version: v3.7

Available on request

BUYER'S ICT POLICY

Available on request

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

[REDACTED]

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

Supplier Framework Manager

[REDACTED]

PROGRESS REPORT

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 REPORT FREQUENCY

The Supplier shall prepare progress reports "WIP's" upon request.

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

None

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

As per Joint Schedule 4 (Commercially Sensitive Information)

SERVICE CREDITS

Not Applicable

ADDITIONAL INSURANCES

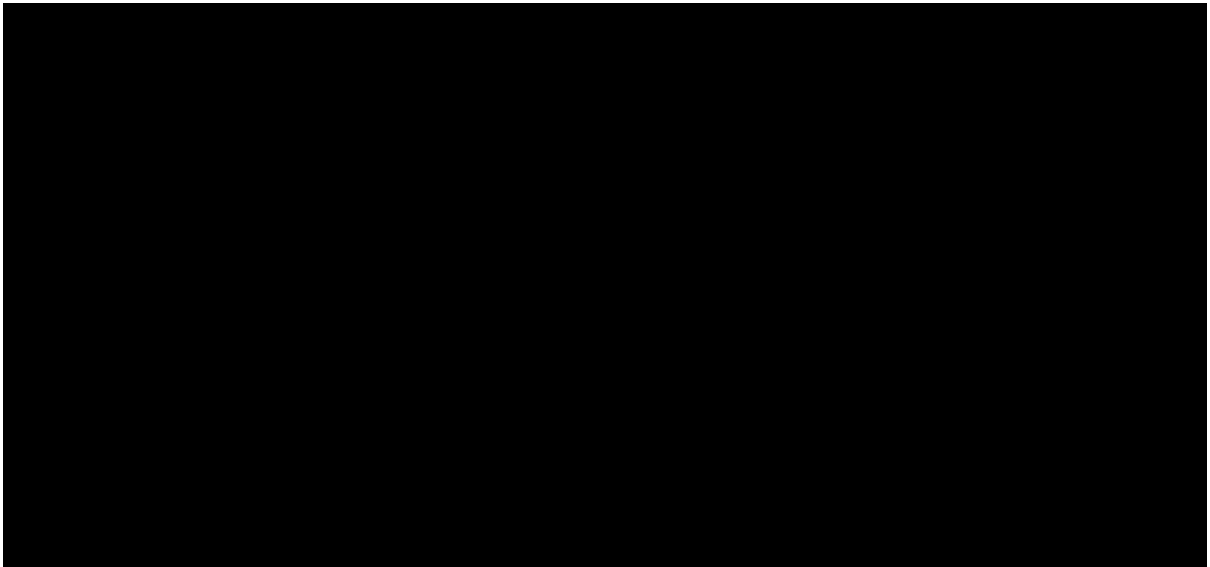
Not Applicable

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.



Applicable Call-Off Schedules to be inserted here as PDF.