

Framework Schedule 6 (Order Form Template and Call-Off Schedules)
Crown Copyright 2018

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

Order Form

CALL-OFF REFERENCE:	PRO 5575 Litigation Legal Services
THE BUYER:	Secretary of State for Health and Social Care acting as part of the Crown through the UK Health Security Agency
BUYER ADDRESS	Nobel House, 17 Smith Square, London SW1P 3HX
THE SUPPLIER:	DLA Piper UK LLP
SUPPLIER ADDRESS:	160 Aldersgate Street, London, England, EC1A 4HT
REGISTRATION NUMBER:	OC307847
DUNS NUMBER:	738623557
SID4GOV ID:	N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 10/01/2022. 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 Ref: RM6179

Project Version: v1.0

Model Version: v3.7

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

Crown Copyright 2018

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 PRO 5575

Framework Ref: RM6179

Project Version: v1.0

2

Model Version: v3.7

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

Crown Copyright 2018

- 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: **1st April 2022**

CALL-OFF EXPIRY DATE: **30th September 2022**

CALL-OFF INITIAL PERIOD: **5 months**

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).

Option A:

Framework Ref: RM6179

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

Crown Copyright 2018

Scope of services:

1. Qualified Solicitors or Barristers qualified in a United Kingdom or other common law jurisdiction
2. Experience of operating at a senior level in the public and/or private sector
3. In-depth knowledge and experience of UK healthcare sector
4. In-depth commercial and commercial contracting skills
5. Knowledge of data protection and privacy law in a healthcare environment
6. Providing legal advice to stakeholders at all levels
7. Managing external counsel
8. Company secretarial
9. Board advisory
10. Experience of working in or for central government

MANAGEMENT OF CONFLICT OF INTEREST

None.

CONFIDENTIALITY

None.

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 **£60,000.00**

Framework Ref: RM6179

Project Version: v1.0

4

Model Version: v3.7

Framework Schedule 6 (Order Form Template and Call-Off Schedules)
Crown Copyright 2018

CALL-OFF CHARGES

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

Where approved by the Buyer, to include, as appropriate and only when necessary: disbursements and expenses such as couriers' charges, travel and subsistence and photocopying and electronic funds transfer charges which will, subject as follows, be charged at cost (together with VAT, where applicable) and itemised on any invoice. In the case of photocopying and electronic funds transfer charges, a nominal administration charge (together with VAT, where applicable) is included in the amount charged to you. E-disclosure charges are included in the overall PO figure set out above. Further details will be provided upon request.

DISBURSEMENTS

Payable - Please see above.

ADDITIONAL TRAINING CHARGE

None.

SECONDMENT CHARGE

None.

PAYMENT METHOD

Framework Ref: RM6179

Project Version: v1.0

Model Version: v3.7

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

Crown Copyright 2018

Monthly in arrears by BACS or alternative payment method as agreed between the Buyer and the Supplier. Submitted invoices must be accompanied by supporting information including:

- completed timesheets for amounts set out in the relevant invoice; and
- such other information as the Buyer (acting reasonably) may require in order to verify the invoiced amounts.

BUYER'S INVOICE ADDRESS:

[REDACTED]

Accounts Payable; UK Health Security Agency, Manor Farm Road, Porton Down, Salisbury, SP4 0JG

UKHSA VAT No: [REDACTED]

Contact number for all invoice related queries: [REDACTED]. Please select Option 5, and then Option 1

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Commercial Business Partner

[REDACTED]

**Nobel House,
17 Smith Square,
London
SW1P 3HX**

BUYER'S ENVIRONMENTAL POLICY

[Environmental and Social Policy](#)

BUYER'S SECURITY POLICY

Appended at Call-Off Schedule 9

BUYER'S ICT POLICY

Appended at Call-Off Schedule 6

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Partner

[REDACTED]

2 Chamberlain Square

Framework Ref: RM6179

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

Crown Copyright 2018

Birmingham B3 3AX

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

Partner

[REDACTED]

160 Aldersgate Street
London EC1A 4HT

PROGRESS REPORT

Work in Progress and forward planning

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

KEY STAFF

[REDACTED]

Partner

[REDACTED]

2 Chamberlain Square
Birmingham B3 3AX

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

Supplier's Commercially Sensitive Information

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

Framework Ref: RM6179

Project Version: v1.0

Model Version: v3.7

Framework Schedule 6 (Order Form Template and Call-Off Schedules)
Crown Copyright 2018

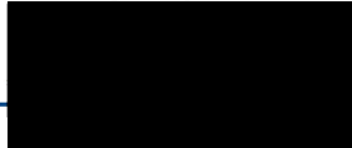
GUARANTEE
Not applicable

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 in Call-Off Schedule 4 (Call-Off Tender)

For and on behalf of the Supplier:

DocuSigned by:



Full Name:



Job Title/Role: Partner

Date Signed: 15 November 2022

For and on behalf of the Buyer:

DocuSigned by:



Full Name:



Job Title/Role: Head of Category

Date Signed: 17/11/2022

Framework Ref: RM6179

Project Version: v1.0

8