

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

CALL-OFF REFERENCE: PRO5669 / C113372

THE BUYER: United Kingdom Health Security Agency

BUYER ADDRESS
Noble House,
17 Smith Square,
London,
SW1P 3HX

THE SUPPLIER: Davitt Jones Bould Limited

SUPPLIER ADDRESS:
Exchange House
12-14 The Crescent
Taunton
Somerset
TA1 4EB

REGISTRATION NUMBER:



DUNS NUMBER:



SID4GOV ID:

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 20th December 2022. It's issued under the Framework Contract with the reference number RM6240 for the provision of Public Sector Legal Services.

CALL-OFF LOT(S):
Lot 2a General Service Provision

CALL-OFF INCORPORATED TERMS

This is a Bronze Contract

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:

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1. This Order Form includes the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6240
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6240
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Call-Off Schedules for RM6240
 - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) RM6240

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**3.1 All Deliverables**

3.1.3 The Supplier shall bring to the attention of the Buyer any conflict between:

- (a) the Core Terms or Special Terms in a Contract; and/or
 - (b) any of the requirements in Clause 3.1.1 of the Core Terms;
- and shall comply with the Buyer's decision on the resolution of any such conflict.

3.3 Service clauses

3.3.8 The Supplier shall to the extent expressly set out in the Order Form, obtain Approval from the Buyer's Authorised Representative before advising the Buyer on:

- (a) Retained EU Law (including State aid and public procurement); or
- (b) public law (including national security); or
- (c) the Employment Regulations; or
- (d) any other issue as may be notified to the Supplier from time to time by the Buyer's Authorised Representative,

and where Approval is given, if the advice is given orally, confirm in writing, to the Buyer's Authorised Representative, any advice given to the Buyer.

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8. Rights and Protections**Restraint of Trade**

8.8 In order to protect the legitimate business interests of the Parties, each Party covenants with the other that it shall not (except with the prior written consent of the other Party or where a vacancy is openly and publicly advertised by means of a national advertising campaign) employ or engage or otherwise facilitate the employment or engagement of any Restricted Staff.

9 Intellectual Property Rights (IPRs)

9.1 Subject to Clause 9.2, e Each Party keeps ownership of its own Existing IPRs.

9.2 Unless otherwise provided in the Order Form:

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

(b) ~~The~~ Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-licence Supplier's Existing IPR to enable it to both:

- (bi) receive and use the Deliverables; and
- (ii) make use of the deliverables provided by a Replacement Supplier.

9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing. However, nothing shall prevent a Buyer from using any techniques, ideas, Know-How which the Buyer has gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in the disclosure of the Supplier's Confidential Information or an infringement of IPRs.

9.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all Losses incurred as a result.

9.6 If an IPR Claim is made: -

(a) the Buyer shall notify the Supplier in writing of the IPR Claim and the Buyer shall not make any admissions which may be prejudicial to its defence or settlement. The Supplier shall at its own expense conduct all negotiations and any litigation arising out of or in connection with the IPR Claim provided always that the Supplier shall: -

- (i) consult CCS and the Buyer on all substantive issues which arise during the conduct of such litigation and negotiations;

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- (ii) take due and proper account of the interests of the CCS and the Buyer;
 - (iii) consider and defend the IPR Claim diligently using competent counsel and in such a way as not to bring the reputation of the Buyer into disrepute; and
 - (iv) not settle or compromise the IPR Claim without the prior written approval of the Buyer (not to be unreasonably withheld or delayed).
- (b) or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
- (i) obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR; or
 - (ii) replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the accuracy, completeness, reliability, functionality or performance of the Deliverables.

11. How much you can be held responsible for

11.10 No enquiry, inspection, approval, sanction, comment, consent, decision or instruction at any time made or given by or on behalf of the Buyer to any document or information provided by the Supplier in its provision of the Deliverables, and no failure of the Buyer to discern any defect in or omission from any such document or information shall operate to exclude or limit the obligations of a professional Supplier employed in a buyer / supplier relationship.

11.11 Save as otherwise expressly provided, the obligations of the Buyer under the Contract are obligations of the Buyer in its capacity as a contracting counterparty and nothing in the Contract shall operate as an obligation upon, or in any other way fetter or constrain the Buyer in any other capacity, nor shall the exercise by the Buyer of its duties and powers in any other capacity lead to any liability under the Contract (howsoever arising) on the part of the Buyer to the Supplier.

11.12 No individual nor any service company of the Supplier employing that individual shall have any personal liability to the Buyer for the Deliverables supplied by that individual on behalf of the Supplier and the Buyer shall not bring any claim under the Contract against that individual or such service company in respect of the Contract save in the case of Fraud or any liability for death or personal injury. Nothing in this Clause 11.12 shall in any way limit the liability of the Supplier in respect of the Deliverables, and such liability shall be uncapped unless otherwise specified in the Order Form.

34 Resolving Disputes**Complaint Handling**

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34.7 If a Complaint is made by any Buyer, either Party shall notify the other Party in writing of the Complaint which if not resolved by operation of the Supplier's usual Complaint handling procedure within **5 Working Days** of becoming aware of the Complaint and, if the Supplier is providing the written notice, such notice shall contain full details of the Supplier's plans to resolve the Complaint.

34.8 Without prejudice to any:

- (a) rights and remedies that a complainant may have at Law (including under a Contract), and
 - (b) obligation of the Supplier to take remedial action under the provisions of the Contract,
- the Supplier shall use its best endeavours to resolve the Complaint within **10 Working Days** and in so doing, shall deal with the Complaint fully, expeditiously and fairly.

CALL-OFF START DATE: **1st January 2023**

CALL-OFF EXPIRY DATE: **31st March 2023**

CALL-OFF INITIAL PERIOD: **3 Months**

CALL-OFF OPTIONAL EXTENSION PERIOD:

The Expiry Date shall be 31.03.2023 with an option to extend until 31/12/2026
The period of notice that the Buyer must give to exercise its right to extend the Call-Off Contract under Clause 10.1 of the Core Terms shall be reduced to not less than 1 weeks written notice before the Call-Off Contract expires.

CALL-OFF DELIVERABLES

The Supplier shall provide such advice, support and drafting as the Buyer may require in relation to the Deliverables as laid out below :

CALL-OFF DELIVERABLES

Option A:

The Supplier shall provide such advice, support and drafting as the Buyer may require in relation to:	
Panel Services	Acquisitions and disposals (Including relevant tax advice);
	Landlord and tenant matters;
	Lease breaks including the preparation and service of break notices and advice in relation to such notices and any pre-conditions attaching to the exercise of the break option;
	Termination and surrender of leases including ensuring all obligations are severed on the properties surrendered;

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	Execute on UKHSA's behalf any formal letter or deed of agreement between UKHSA and Landlord to sever all connections with the property;
	Negotiating the renewal of leases;
	To carry out title, planning and land searches of potential new property;
	Refurbishments where license to alter may be required;
	Deeds of variations of leases;
	Wayleave advice, negotiation and execution;
	Advising in relation to dilapidations claims;
	Rent reviews;
	Subletting surplus space including ensuring contracting out procedures are precisely followed so there is no question of a subtenant with security of tenure;
	Specialist advice on crown related issues;
	Environmental and planning (Including planning inquiries);
	Property finance;
	Construction law
	Ad-Hoc legal advice
Management and review of the services	A review meeting will be held every 6 months to review work undertaken and agree future work requirements
Place of Performance	UKHSA's head office is the principal location: Noble House 17 Smith Square London SW1P 3HX Other, suitable premises will also apply

CONFLICT OF INTEREST (COI)

N/A

CONFIDENTIALITY

Framework Ref: RM6240 Public Sector Legal Services

Project Version: v1.0

Model Version: v3.8

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N/A

IPR

As stated in Clause 9

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first 3 months is £15,000

CALL-OFF CHARGES

Hourly Rates	An agreed hourly rate of [REDACTED]
	Note: Where any Supplier Personnel have completed eight (8) hours of work on any given day, the daily rate will apply irrespective of how many further hours of work are completed on that day
Estimate of Charges	Up to £15,000
Fixed Price	Not used
Capped Price	Not used
Risk & Reward Price	Not used.
Alternative Fee Arrangement	Not used
Other Costs Reimbursable Expenses	Not payable. Any necessary travel and accommodation will be provided and paid for by UKHSA,
Disbursements	Payable Disbursements shall only be payable where the Customer has authorised that the Disbursements may be incurred in advance.

Option B: See details in Call-Off Schedule 5 (Pricing Details and Expenses Policy)

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REIMBURSABLE EXPENSES

None

DISBURSEMENTS

Payable

ADDITIONAL TRAINING CHARGE

N/A

SECONDMENT CHARGE

N/A

PAYMENT METHOD

All invoices must be sent, quoting a valid purchase order number (PO Number), to:

Within 10 Working Days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.

If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email or in writing to :

Payables: [REDACTED]

BUYER'S INVOICE ADDRESS:

Accounts Payable;
UK Health Security Agency,
Manor Farm Road,
Porton Down,
Salisbury,
SP4 0JG
UKHSA VAT No: GB888851648

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

between 09:00-17:00 Monday to Friday.

BUYER'S AUTHORISED REPRESENTATIVE

Framework Ref: RM6240 Public Sector Legal Services
Project Version: v1.0
Model Version: v3.8

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Noble House
17 Smith Square
London
SW1P 3HX

BUYER'S ENVIRONMENTAL POLICY

Environmental and sustainability policy - GOV.UK (www.gov.uk)

BUYER'S SECURITY POLICY

<https://www.gov.uk/government/publications/security-policy-framework>

SUPPLIER'S AUTHORISED REPRESENTATIVE



Davitt James Bould
Exchange House
12-14 The Crescent
Taunton, TA1 4EB

SUPPLIER'S CONTRACT MANAGER



PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

A review meeting will be held every six months to review work undertaken and agree future work requirements

KEY STAFF



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KEY SUBCONTRACTOR(S)
Not applicable


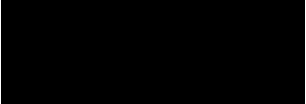
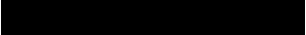
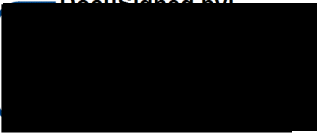


COMMERCIALLY SENSITIVE INFORMATION
Not applicable

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

For and on behalf of the Supplier:	For and on behalf of the Buyer:
<div>DocuSigned by: </div> <div>Full Name: </div> <div>Job Title/Role: </div> <div>Date Signed: 29/03/23</div>	<div>DocuSigned by: </div> <div>Full Name: </div> <div>Job Title/Role: </div> <div>Date Signed: 29/03/2023</div>