

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

Order Form

CALL-OFF REFERENCE:	C343039
THE BUYER:	Secretary of State for Health and Social Care acting as part of the Crown through the UK Health Security Agency
BUYER ADDRESS	10 South Colonnade Canary Wharf London EC14 4PU
THE SUPPLIER:	Dentons UK and Middle East LLP
SUPPLIER ADDRESS:	One, Fleet Place, London, EC4M 7WS
REGISTRATION NUMBER:	OC322045
DUNS NUMBER:	779522056
SID4GOV ID:	n/a

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 18th March 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 Schedule 1.
2. Joint Schedule 1(Definitions and Interpretation) RM6179
3. Framework Special Terms as amended by Call-Off 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 RM6179
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 9 (Security) Short Form Option A
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 24 (Special Schedule)
 - Call-Off Schedule 25 (Secondment Agreement Template)
5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) RM6179
7. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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:

Special Term 1 Data Protection

1.The Parties shall each be a Data Controller and paragraphs 18 to 29 of Joint Schedule 11 shall apply. In circumstances where the Supplier shall become a Data Processor the Annex in Joint Schedule 11 shall be completed before the Supplier shall commence processing Personal Data and such annex shall be recorded as a Variation.

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Model Version: v3.7

Special Term 2 Basis Upon Which Contract Awarded

1. The Buyer has appointed the Supplier and other suppliers to provide Services to the Buyer if requested to do so by the Buyer. The Supplier may have the opportunity to provide Services to the Buyer in accordance with the procedures in Call-Off Special Schedule 1, Special Term 2 and Special Term 3.
2. The Buyer may in its sole determination order Services from the Supplier pursuant to the Contract. The Parties acknowledge and agree that the Buyer may request Services pursuant to the Contract but is under no obligation to do so.
3. The Supplier acknowledges that, in entering into this Contract, no form of exclusivity or volume guarantee or guarantee of an Order has been granted by the Buyer for the Services and that the Buyer is at all times entitled to enter into other contracts and arrangements with other suppliers for the provision of any or all services which are the same as or similar to the Services.
4. It is the Parties' intention that the Buyer has no obligation to request Services from the Supplier or place an Order with the Supplier under this Contract or at all.
5. The Supplier shall have no claim against the Buyer for loss of profit or loss of income or loss of goodwill or loss of business nor a claim for specific performance of the Contract in the event that the Buyer does not place any Orders with the Supplier during the Call-Off Initial Period (including any Call-Off Optional Order Extension Period), nor if the Buyer opts to terminate the Contract prior to the Call Off Expiry Date, nor if the Buyer opts not to invoke the Call-Off Optional Order Extension Period.
6. The Supplier acknowledges that it is fully aware of the basis upon which this Contract shall operate and freely enters the Contract on the basis set out herein.
7. For the avoidance of doubt the Supplier shall not be entitled to be paid any compensation from the Buyer upon expiry of this Contract nor if the Buyer opts not to place an Order under the Contract whether individually or at all, nor if the Buyer shall not exercise the Call-Off Optional Order Extension Period.

Special Term 3 Call Off Procedure

1. Call Off Special Schedule 1 attached to this Order Form shall apply.

Special Term 4 Expiry Date

In Joint Schedule 1 make the following amendment:

Definition of "Call Off Expiry Date"

Delete the words:

In sub paragraph (a) delete "or"

Delete sub paragraph (b) entirely.

Delete the words "whichever is earlier".

FRAMEWORK SPECIAL TERMS

Special Term 5 IPR

Clause 9.2 of Call Off Schedule 24 Legal Services Special Terms shall read:

9.2 Intellectual Property Rights in the output from the Deliverables shall vest in the Buyer.

Delete the following clause 9.2 of Call-Off Schedule 24 Legal Services Special Terms:

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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;

Clause 9.2 of the Core Terms shall be numbered clause 9.2A.

Special Term 6 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 and subject to the amendment in this Special Term 6:

For the purposes of Clause 11.2 of the Core Terms (as amended by the Framework Special Terms but subject to this Special Term 6), 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 (or by any person for whom the Supplier may be liable vicariously) of its obligations under this Call-Off Contract (whether by virtue of negligence or otherwise) shall be limited to £10 million per claim. When considering what may be regarded as one claim for the purposes of this limit of liability all claims against the Supplier arising from one act or omission, one series of related acts or omissions, the same act or omission in a series of related matters or transactions, similar acts or omissions in a series of related matters or transactions and all claims against the Supplier arising from one matter or transaction will be regarded as one claim.

The following special terms have been inserted by the Framework Award Form subject to the amendment in Special Term 6 to clause 11.2:

Special Term 1 – The following Clauses of the Core Terms shall be amended with additional wording underlined and deletions scored-through:

2.3 CCS has:

- (a) paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.
- (b) has the unilateral right to remove one or more Deliverable set out in Framework Schedule 1 (Specification) by giving 3 Months written notice to the Supplier and Framework Schedule 1 (Specification) shall be amended accordingly.

2.11 Where the Supplier has an existing arrangement in place under:

- (a) General Legal Advice Services (reference number RM3786); and/or
- (b) Finance and Complex Legal Services (reference number RM3787);

with any Other Contracting Authority for the provision of a Comparable Deliverables prior to the Start Date, the Supplier shall refuse any new instructions under that existing arrangement that are not within the scope of the existing arrangements after the Call-Off Start Date.

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2.12 When performing its obligations under this Contract the Supplier shall act consistently, applying principles of equal treatment and non-discrimination, with regard to requests for assistance from and dealing with each Buyer.

2.13 Under Framework Schedule 7 (Call-Off Award Procedure), where the Supplier is bidding to provide Deliverables in circumstances where it or its Affiliates are already providing Comparable Deliverables (or are due to provide Deliverables) to Other Contracting Authorities, the Supplier shall promptly provide all reasonable information and assistance to each Other Contracting Authority as may be required from time to time to enable it to:

- (a) carry out appropriate due diligence regarding the Comparable Deliverables work that is to transfer and its effect on the Deliverables;
- (b) effect a smooth transfer and/or interoperation (as the case may be) between Comparable Deliverables and Deliverables; and
- (c) make a proper assessment as to the risk related to the transferring Comparable Deliverables work and/or Deliverables.

3.1.1 The Supplier must provide Deliverables: ...

- (g) that comply with Law and Regulatory Compliance requirements.

3.3.8 The Supplier shall not:

- (a) without the prior written consent of the Buyer, accept any commission, discount, allowance, direct or indirect payment, or any other consideration from any third party in connection with the provision of the Deliverables;
- (b) pledge the credit of the Buyer in any way; or
- (c) engage in any conduct which in the reasonable opinion of the Buyer is prejudicial to the Buyer, CCS or the Crown.

4.1 In exchange for the Deliverables, the Supplier must, subject to the application of Volume Discounts detailed in Paragraph 8, 9 and 10 of Framework Schedule 3 (Framework Pricing), invoice the Buyer for the Charges in the Order Form.

8.1 The Supplier warrants and represents that: ...

- (c) it is legally valid and existing organisation, a partnership and/or incorporated, organised and subsisting in accordance with the laws in the place it was formed;

10.6.2 In addition to the consequences of termination listed in Clause 10.6.1, where the Relevant Authority terminated a Contract under Clause 10.4.1 the Supplier is also responsible for the Relevant Authority's reasonable costs and any additional expenditure incurred in procuring Replacement Deliverables for the rest of the Contract Period.

11.1 Subject to any applicable Regulatory Compliance requirements, each Party's total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is not more than £1,000,000.

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11.2 Subject to any applicable Regulatory Compliance requirements, each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than £10 million for Lot 1 and £100 million for Lot 2, unless specified in the Call-Off Order Form.

11.3 No Party is liable to the other for:

- (a) any indirect, consequential and special Losses;
- (b) loss of profits, turnover, savings (including anticipated savings), business opportunities or damage to goodwill (in each case whether direct or indirect).

11.4 The Supplier shall be liable for the following types of Loss which shall be regarded as direct and shall (without in any way, limiting other categories of Loss which may be recoverable by CCS and the Buyer):

- (a) any wasted expenditure or charges;
- (b) any additional operational and/or administrative costs and expenses incurred by the Relevant Authority, including costs relating to time spent by or on behalf of the Relevant Authority in dealing with the consequences of Supplier Defaults;
- (c) the additional cost or procuring, implementing or operating any alternative or Replacement Deliverables to the Deliverables which shall include any incremental costs associated with the replacement of such Deliverables above those which would have been payable under the Contract;
- (d) any compensation or interest paid to a third party by CCS and/or the Buyer;
- (e) any regulatory Losses or other losses incurred by CCS and/or the Buyer pursuant to the Law.

11.8 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for an indemnity given under Clauses 7.5, 8.3(b), 9.5, 12.2 or 31.3 or Call-Off Schedule 2 (Staff Transfer) of a Contract.

32.2 The Supplier must promptly notify and, and subject to Regulatory Compliance requirements, provide details to CCS and each Buyer if a Conflict of Interest happens or is expected to happen and shall follow any direction made by the Buyer in respect of the proper management and mitigation of the same.

34.7 Within 2 Working Days of a written request by CCS, the Supplier shall provide full details of a Complaint to CCS, including details of steps to achieve its resolution.

CALL-OFF START DATE: 18th March 2025

CALL-OFF EXPIRY DATE: 8th March 2027

CALL-OFF INITIAL PERIOD: 24 months

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CALL-OFF OPTIONAL EXTENSION PERIOD 12 months exercised in any unit of time. The decision whether to extend the Contract shall be the Buyer's subject to the satisfactory performance of the Supplier in performing and delivering the Services, internal approvals being obtained and budget availability.

CALL-OFF DELIVERABLES

As stated in Call-Off Schedule 20

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

CCS Core Terms (Version 3.0.11) (as amended by Call-Off Schedule 24 (Special Schedule)) and Special Term 5.

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 and Special Term 6.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is a maximum of £250,000.

If the Call-Off Optional Extension Period is exercised, the Estimated Year 2 Charges used to calculate liability in the second Contract Year is £250,000.00.

The Estimated Year 1 Charges and Estimated Year 2 Charges shall not be relevant for the purposes of calculating the applicable limitation of liability.

CALL-OFF CHARGES

Call-Off Schedule 5 (Pricing Details) shall apply.

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4 and 5 in Framework Schedule 3 (Framework Prices)

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law

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

None unless agreed otherwise in advance in writing by a member of UKHSA Legal at Grade 6 or above.

DISBURSEMENTS

None unless agreed otherwise in advance in writing by a member of UKHSA Legal at Grade 6 or above.

ADDITIONAL TRAINING CHARGE

None

SECONDMENT CHARGE

None

PAYMENT METHOD

Monthly in arrears by BACs or alternative payment method as agreed between the Buyer and the Supplier.

BUYER'S INVOICING ADDRESS:

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 as set out in Call-Off Schedule 20 (Specification).



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: 0303 123 1177. Please select Option

5, and then Option 1

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

n/a

BUYER'S SECURITY POLICY

Annex 1A hereto shall apply.

BUYER'S ICT POLICY

Annex 1A hereto shall apply.

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT

Work in progress monthly or as requested by the Buyer.

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month or as requested by the Buyer.

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

The Supplier shall attend quarterly review meetings with the Buyer at no charge to the Buyer for up to two (2) hours. The Buyer shall decide whether these quarterly review meetings shall be in person or virtually and quarterly review meetings shall be attended by the Supplier's lead partner to discuss the Supplier's performance against any agreed service levels/performance indicators against agreed service levels/performance indicators or as requested by the Buyer and notified to the Supplier.

KEY STAFF

[REDACTED]

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

As set out in Joint Schedule 4 (Commercially Sensitive Information)

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Model Version: v3.7

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Lot 1 Suppliers are required to have £10m Professional Indemnity Insurance, and details of Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements).

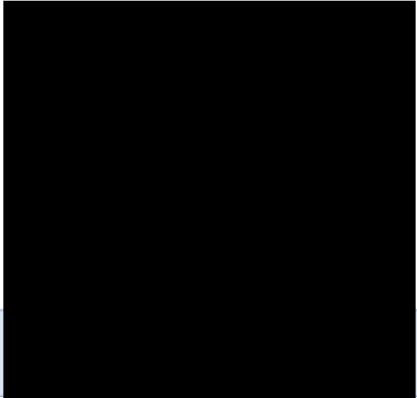
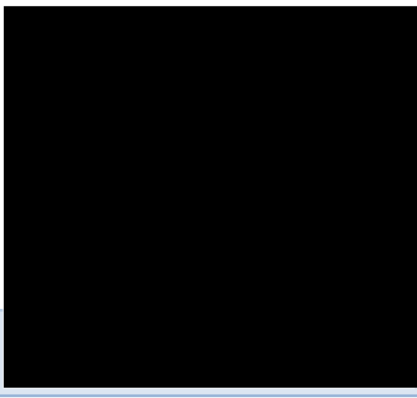




GUARANTEE

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)

Signed by the Parties this day of 2025

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature		Signature	
Name:		Name:	
Role:		Role:	

Call Off Special Schedule 1("Special Schedule 1")

Award and Order Procedure

Part A

1. This Contract governs the relationship between the Buyer and the Supplier in respect of the provision of the Services by the Supplier to the Buyer.
2. The Buyer appoints the Supplier as a potential provider of the Services and the Supplier shall be eligible to receive Orders for such Services from the Buyer during the Call-Off Initial Period (and any Call-Off Optional Extension Period) provided that the Buyer chooses to place an Order with the Supplier. The Buyer has appointed up to four Suppliers to provide the Services on a call -off by order basis and subject to the award and order procedure in this Special Schedule 1.
3. The Buyer may if it so chooses order Services from the Supplier in accordance with the ordering procedure set out in this Special Schedule 1 during the Call-Off Initial Period (and any Call-Off Optional Extension Period). The Parties acknowledge and agree that the Buyer has the right (but is under no obligation) to order Services pursuant to this Contract provided that if it chooses to do so, it shall comply with the Regulations and the ordering procedure in this Special Schedule 1.
4. If and to the extent that any Services under this Contract are required by the Buyer, the Buyer shall comply with the ordering procedure below in Special Schedule 1 Part B.
5. The Supplier acknowledges that, in entering into this Contract, no form of exclusivity or volume guarantee or entitlement to receive an Order has been granted by the Buyer for the Services and that the Buyer is at all times entitled to enter into other contracts and arrangements with other suppliers for the provision of any or all services which are the same as or similar to the Services.
6. The Parties acknowledge that in some circumstances a Supplier may have a conflict of interest which may prevent the Supplier from accepting an Order. In such circumstances, the Buyer shall be entitled to exclude the Supplier from the relevant award procedure, and the Supplier with the conflict of interest shall lose the opportunity to fulfil the Order. If all Suppliers shall have a conflict of interest the Buyer shall be entitled to engage an alternative supplier.

AWARD PROCEDURES

Part B Awards under the Call-Off Contract

1. If the Buyer decides to buy Services through the Contract, it may satisfy its requirements for the Services by awarding an Order to the Supplier in accordance with the terms laid down in this Special Schedule 1 Part B. The Buyer may follow the procedure in Special Schedule 1 Part B clause 3 as required by the Buyer in the circumstances of the case and the decision of the Buyer is final and shall not be liable to review or challenge.

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2. The Buyer shall invite the Suppliers to provide the Services required subject to the terms of the Contract and by following the applicable award procedure set out in Special Schedule 1 Part B. If a Supplier is unable or unwilling to provide the Services when requested, the Supplier shall lose the opportunity to provide the Services.

3. Part B Process of Award

3.1 The Buyer shall be entitled to make a direct award to the Supplier, based on the Buyer's discretion and any other relevant factors, such as but not limited to, availability, specialism, conflict of interest, urgency or if in the opinion of the Buyer only one Supplier can provide the Services.

3.2 The Buyer's decision as to the direct award is final and shall not be liable to review or challenge.

4. Notwithstanding the fact that the Buyer has followed the procedure set out above, the Buyer may cancel, postpone, delay, or end the procedure without placing an Order for Services or awarding a Contract. Nothing in this Contract shall oblige the Buyer to raise an Order for Services.

Form of Order by the Buyer

5. Once the Buyer has selected a Supplier to provide the Services by following the appropriate award procedure as set out in this Special Schedule 1 Part B, the Buyer may place an Order with the Supplier by serving the Order in the form of the Instruction Confirmation, attached to this Special Schedule 1 Annex A. The Order may be served by e mail or such other form as the Buyer shall decide provided that the transmittal of the Order clearly states the Services which the Supplier shall supply.

Accepting and declining Orders

6. Following receipt of an Order, the Supplier shall promptly and in any event within a reasonable period determined by the Buyer and notified to the Supplier in writing at the same time as the submission of the Order (which in any event shall not exceed five (5) Working Days) acknowledge receipt of the Order and either:

6.1 notify the Buyer in writing and with detailed reasons that it is unable to fulfil the Order; or

6.2 notify the Buyer that it can fulfil the Order.

7. If the Supplier:

7.1 notifies the Buyer that it is unable to fulfil an Order; or

7.2 the time limit referred to in clause 6 has expired

the Order shall lapse, and the Buyer shall appoint another Supplier to deliver the Services.

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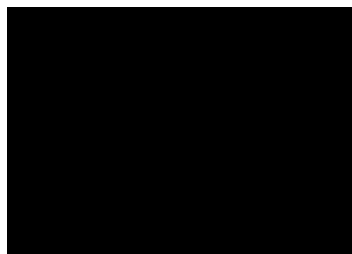
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8.If the Supplier modifies or imposes conditions on the fulfilment of an Order, then the Buyer may either:

- 8.1 reissue the Order incorporating the modifications or conditions or
- 8.2 cancel the Order; or
- 8.3 treat the Supplier's response as its inability to fulfil the Order and the Order shall lapse.

9.The Parties acknowledge and agree that the placement of an Order is an "invitation to treat" by the Buyer. Accordingly, the Supplier shall confirm in writing its acceptance of the Order which shall constitute its offer to the Buyer. The Buyer shall signal its acceptance of the Supplier's offer and the formation of a contract by issuing the Instruction Confirmation.

10.Each Order shall be a Contract on the term and conditions of the Core Terms and the Order Form.



LEGAL SERVICES CALL OFF CONTRACT

[name of law firm (contract no:...)]

Instruction Confirmation

Notes:

1. This Instruction Confirmation is an internal document to record the instructions given to a UKHSA Law Firm Panel member, under the above-named call-off contract.
2. Once completed, please ensure that this document has been seen and acknowledged by your FBP.
3. This acknowledgment, together with the completed form should be sent to [REDACTED]
4. It is your responsibility to ensure that you have sufficient budget to settle the legal fees for this matter.

	Description
Name of matter	
Start date of instructions	
Estimated length of instruction	
Estimated value including breakdown of fee earner, hourly rate and number of hours per fee earner and any other fee arrangement	
UKHSA Point of Contact	
Law Firm's Point of Contact	
Budget code	
Purchase order number	
Client care letter Received (attach if received together with your email/other to the law firm confirming permission to start the work)	No <input type="checkbox"/> Yes <input type="checkbox"/>

