

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

Order Form

CALL-OFF REFERENCE: **PRO5965/C212458**

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,
E14 5EA

THE SUPPLIER: Mills and 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 the date of the final signature applied below to this Order Form.

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 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 PRO5965
 - 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:

Special Term 1:

The Buyer and Supplier acknowledge that Joint Schedules 4 and 11 and Call-Off Schedules 1 and 2 may be updated and amended by agreement of the parties within 10 days of the Call-Off Start Date.

CALL-OFF START DATE:	1st April 2024
CALL-OFF EXPIRY DATE:	31st December 2026
CALL-OFF INITIAL PERIOD:	2 Years, 9 Months

OPTIONAL EXTENSION PERIOD: **30th November 2027**

CALL-OFF DELIVERABLES

The Supplier is required to provide the following legal services to the Customer on any matter which is instructed to the Supplier:

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General Legal Advisory Services, on a non-exclusive basis, to support UKHSA in preparing for and managing its evidence to the Public Inquiry (the “Inquiry”) into the Government’s response to the COVID-19 pandemic, announced by the UK Government in May 2022.

This includes professional legal advice to UKHSA corporately and to individual staff and office holders of UKHSA on preparing for and meeting the statutory requirements of the Inquiry, responding to any requests for evidence or documents made by the Inquiry by collating and preparing documents and disclosing to the Inquiry; drafting statements for witnesses and preparing and debriefing witnesses called to give evidence; liaising with legal representatives of the Inquiry and of other partner healthcare bodies both within central government and the wider healthcare sector; advising on the management of any conflicts of interest with other participants in the Inquiry; attending and advising throughout at the hearing of the Inquiry and advising UKHSA on the management of press and media.

The Supplier will contract with and instruct Counsel (including King’s Counsel) on behalf of UKHSA, its employees and office holders, advising on any conflicts of interest and the need to engage separate Counsel for specific purposes. Areas of legal advice may include – but not be limited to:

- Public inquiries and inquests
- Public law
- Health and healthcare
- Contracts
- Competition law
- Company law
- EU law
- Information law including data protection law
- Information technology law
- Intellectual property law
- Litigation
- Public procurement law
- Life sciences

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

Not applicable

CONFIDENTIALITY

Not applicable

IPR

Not applicable

Framework Ref: RM6179

Project Version: v1.0

Model Version: v3.7

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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.

Subject to the above, the Estimated Year 1 Charges used to calculate liability in the first Contract Year is **up to £2,896,490.58** (Excluding VAT).

CALL-OFF CHARGES**Hourly Rate**

Supplier			
Mills & Reeve LLP			
Band 1 (Partner)	Band 2 (Legal Director / Counsel)	Band 3 (Senior Solicitor)	Band 4 (Solicitor/Associate)
Band 5 (NQ/Junior Solicitor)	Band 6 (Trainee)	Band 7 (Paralegal)	Legal Project Manager

The total Charges under the Call-Off Contract for the Call-Off Initial Period shall not exceed £7,372,280 (seven million, three hundred and seventy two thousand and two hundred and eighty pounds Sterling) exc VAT.

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

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.

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When the accumulated charges, as invoiced under the framework, exceeds £1,000,000 in any framework contract year, a volume discount will be applied to the framework prices. The level of volume discount applied will depend on the accumulated invoiced charges.

There are 3 available levels of discounts:

- threshold 1: £1,000,000 and above, to a maximum of £2,499,999.99
- threshold 2: £2,500,000 and above, to a maximum of £4,999,999.99
- threshold 3: £5,000,000 and above

Each threshold is discreet and stand-alone. For example, when threshold 2 has been met, then the volume discount applied will be that set at threshold 2. It will not be an accumulation of discounts for threshold 1 and threshold 2. The accumulation of invoiced charges used in the calculation of each threshold will be reset on 1 December each year.

The volume discount will be applied to all invoiced spend (excluding disbursements and secondment charges) under the framework, regardless of buyer or call-off contract value. Volume discounts will be automatically applied by the Supplier. They should be clearly indicated (where applicable) on all invoices. It will be monitored by CCS and the Government Legal Department (GLD).

Once an applicable threshold has been reached, the corresponding discount will take effect from the 1st of the month following that in which the applicable threshold was met. The volume discount will apply to all subsequent charges invoiced by the supplier until either the next threshold is met, or the contract year end.

[REDACTED]

[REDACTED]

REIMBURSABLE EXPENSES

Not payable except in relation to travel expenses incurred to destinations other than London to be agreed in advance by the Buyer. Such expenses must not exceed the total capped Charges under the Call-Off Contract.

DISBURSEMENTS

Nomination and instruction to King's Counsel ("KC") to be agreed in advance with the Buyer. KC fees and expenses shall be reimbursed at actual cost and within the total Charges under the Call-Off Contract .

ADDITIONAL TRAINING CHARGE

N/A

Framework Ref: RM6179

Project Version: v1.0

Model Version: v3.7

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SECONDMENT CHARGE

N/A

PAYMENT METHOD

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 INVOICING 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

BUYER'S AUTHORISED REPRESENTATIVE

BUYER'S ENVIRONMENTAL POLICY

<https://www.gov.uk/government/publications/environmental-and-sustainability-policy>

<https://www.gov.uk/government/publications/crown-commercial-service-social-value-policy>

BUYER'S SECURITY POLICY

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

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BUYER'S ICT POLICY

Available on request

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Mills & Reeve LLP, 78-84 Colmore Row, Birmingham, B3 2AB

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

Mills & Reeve LLP, 78-84 Colmore Row, Birmingham, B3 2AB

PROGRESS REPORT

Work in Progress reports

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

Not applicable

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Supplier's Commercially Sensitive Information

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

£10m Professional Indemnity Insurance







GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

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For and on behalf of the Supplier:	For and on behalf of the Buyer:
<div>DocuSigned by:  EF9AE1E9BE7E416...</div> <div>Full Name: </div> <div>Job Title/Role: </div> <div>Date Signed: 10/04/2024</div>	<div> EF9AE1E9BE7E416...</div> <div>Full Name: </div> <div>Job Title/Role: </div> <div>Date Signed: 10/04/2024</div>