

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

### Order Form

CALL-OFF REFERENCE: **prj\_836**

THE BUYER: **The Department for Business, Energy and Industrial Strategy (BEIS), on behalf of the Secretary of State for Business, Energy and Industrial Strategy**

BUYER ADDRESS **1 Victoria Street, London, SW1h 0ET**

THE SUPPLIER: **Burges Salmon LLP**

SUPPLIER ADDRESS: **One Glass Wharf, Bristol, BS2 0ZX**

REGISTRATION NUMBER: **OC307212**

#### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 19 August 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:  
**Lot 1 – General Legal Advice and Services**

Framework Ref: RM6179

Project Version: v1.0

Model Version: v3.7

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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:

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- 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)

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- Call-Off Schedules for this Call-Off Contract:

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- Call-Off Schedule 1 (Transparency Reports)
    - Call-Off Schedule 2 (Staff Transfer)
    - Call-Off Schedule 3 (Continuous Improvement)

Framework Ref: RM6179

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- Call-Off Schedule 24 (Special Schedule)

- 5. CCS Core Terms (version 3.0.11)
- 6. Joint Schedule 5 (Corporate Social Responsibility) RM6179

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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  
None

CALL-OFF START DATE: **19 August 2022**

CALL-OFF EXPIRY DATE: **9 September 2022**

CALL-OFF INITIAL PERIOD: 3 weeks

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).

### **Background**

The work relates to a live case being assessed under the National Security and Investment Act 2021. **[redacted]**.

### **Required outputs**

BEIS requires **[redacted]**. Further details on the nature of the possible **[redacted]** and the companies in question will be shared once a firm has been appointed.

### **Timescale**

BEIS requires **[redacted]** by the close of business on 24<sup>th</sup> August 2022.  
Framework Ref: RM6179

## Other relevant information

[redacted]

### MANAGEMENT OF CONFLICT OF INTEREST

The Supplier warrants that it has run a Conflict of Interest check regarding the organisations involved in the cases requiring the legal advice as set out in the Call-Off Specification, and there are no current engagements or arrangements that give rise to any Conflict of Interest concerns. Henceforth this Call-off Contract and the required Services delivered in respect of its terms shall form part of consideration when undertaking future Conflict of Interest checks in relation to other instructions.

### CONFIDENTIALITY

See Clause 15.

### IPR

See Clause 9.

### 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 £20,000.

### CALL-OFF CHARGES

The agreed fee for [redacted] is [redacted] excluding VAT. This shall be on a Capped Time and Materials basis in accordance with the following table:

[redacted]

The Buyer may require additional work following receipt of [redacted]. This shall be agreed in advance of commencing, and shall be chargeable by the Supplier on a Time and Materials basis in accordance with the Framework Rate Card.

### 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

Framework Ref: RM6179

Project Version: v1.0

4

Model Version: v3.7

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

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threshold is met and in accordance with Paragraphs 8, 9 and 10 of Framework Schedule 3.

### REIMBURSABLE EXPENSES

None

### DISBURSEMENTS

Not applicable.

### ADDITIONAL TRAINING CHARGE

Not chargeable.

### SECONDMENT CHARGE

Not applicable

### PAYMENT METHOD

Payment shall be made via BACS transfer, in arrears.

### BUYER'S INVOICING ADDRESS:

See Buyer's Authorised Representative details.

### BUYER'S AUTHORISED REPRESENTATIVE

**[redacted]**

1 Victoria Street

London

SW1h 0ET

**[redacted]**

### BUYER'S ENVIRONMENTAL POLICY

Available online at:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/1030915/beis-environmental-policy.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1030915/beis-environmental-policy.pdf)

### BUYER'S SECURITY POLICY

Available online at: <https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>

### SUPPLIER'S AUTHORISED REPRESENTATIVE

**[redacted]**

### SUPPLIER'S CONTRACT MANAGER

**[redacted]**

Framework Ref: RM6179

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**PROGRESS REPORT**

The Supplier shall make themselves regularly available throughout the Call-Off Contract Term for updates on progress. This is particularly important given the limited statutory timescales related to this particular matter.

**PROGRESS REPORT FREQUENCY**

The Supplier shall provide a brief verbal update every other Working Day of no more than 10 to 15 minutes in length.

**KEY STAFF**

Not applicable

**KEY SUBCONTRACTOR(S)**

Not applicable

**COMMERCIALLY SENSITIVE INFORMATION**

Pricing breakdown

**SERVICE CREDITS**

Not applicable

A Critical Service Level Failure is: the Supplier not responding to communications within a reasonable time period, and not delivering to agreed deadlines.

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**ADDITIONAL INSURANCES**

Not applicable

**GUARANTEE**

Not applicable

**SOCIAL VALUE COMMITMENT**

Not applicable.

**Framework Schedule 6 (Order Form Template and Call-Off Schedules)**  
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<b>For and on behalf of the Supplier:</b>		<b>For and on behalf of the Buyer:</b>	
Signature:	<b>[redacted]</b>	Signature:	<b>[redacted]</b>
Name:	<b>[redacted]</b>	Name:	<b>[redacted]</b>
Role:	<b>[redacted]</b>	Role:	<b>[redacted]</b>
Date:	19 August 2022	Date:	19 August 2022

Framework Ref: RM6179

Project Version: v1.0

7

Model Version: v3.7