

**PANEL AGREEMENT SCHEDULE 4**  
**CS21660 ORDER FORM & TERMS AND CONDITIONS**

**SECTION A**

- (i) This Order Form dated **16/11/2021** is issued in accordance with the provisions of the Panel Agreement for the provision of general legal services.
- (ii) The Supplier agrees to supply the Ordered Panel Services specified below on and subject to the terms of this Legal Services Contract.
- (iii) For the avoidance of doubt this Legal Services Contract consists of the terms set out in this Order Form and the Terms and Conditions.
- (iv) By signing and returning this Order Form (which may be done by electronic means) the Supplier agrees to enter this Legal Services Contract with the Customer to provide the Ordered Panel Services in accordance with this Order Form and the Terms and Conditions.
- (v) The Parties hereby acknowledge and agree that they have read this Order Form and the Terms and Conditions and by signing below agree to be bound by this Legal Services Contract.
- (vi) In accordance with paragraph 7 of Panel Schedule 5 (Ordering Procedure), the Parties hereby acknowledge and agree that this Legal Services Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of this Order Form (together with the Terms and Conditions) from the Supplier within two (2) Working Days from such receipt.

<b>1.1</b>	<b>CS21660</b>
<b>1.2</b>	<b>UK RESEARCH &amp; INNOVATION (UKRI)</b> <b>("CUSTOMER")</b>
<b>1.3</b>	<b>BURGES SALMON LLP</b> <b>("SUPPLIER")</b>
<b>1.4</b>	<b>Commencement Date:</b>  16 <sup>th</sup> November 2021
<b>1.5</b>	<b>Term (delete either (a) or (b), as appropriate.</b> Upon the completion of the Services.
<b>1.6</b>	<b>Signed for and on behalf of the Customer by an authorised representative:</b>

	Name and Title [REDACTED]
	Signature [REDACTED]
	Date [REDACTED]
1.7	<b>Signed for and on behalf of the Supplier by an authorised representative:</b>
	Name and Title [REDACTED]
	Signature [REDACTED]
	Date [REDACTED]

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## SECTION B

### 1. PANEL SERVICES

1.1	<b>Panel Services:</b> Legal services in connection with registering a legal charge over the assets of Vaccines Manufacturing & Innovation Centre Ltd along with title investigations.
1.2	<b>Management and review of the Services</b> This will be undertaken weekly.
1.3	<b>Place of performance</b> Burgess Salmon Offices (One Glass Wharf, Bristol, BS2 0ZX)

### 2. CHARGES


2.1a	<b>Daily Rates</b>		
	Partner	Senior Solicitor	
	Daily	Daily	
	T		
	Solicitor	Junior Solicitor	Trainee/Paralegal
	Daily	Daily	Daily

2.1b	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.
2.2	<b>Estimate of Charges</b> This contract should not exceed £12,500.00 ex. VAT.
2.3	<b>Fixed Price</b> Not used
2.4	<b>Capped Price</b> Not used

<b>2.5</b>	<b>Other Costs</b> £125.00 Application fee to the Land Registry <b>Reimbursable Expenses</b> Payable <b>Disbursements</b> Payable Disbursements shall only be payable where the Customer has authorised that the Disbursements may be incurred in advance. <b>Additional training</b> <b>Secondment Charge</b>
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### 3. MISCELLANEOUS

<b>3.1</b>	<b>CUSTOMER REPRESENTATIVE</b> [REDACTED] [REDACTED]
<b>3.2</b>	<b>SUPPLIER REPRESENTATIVE</b> [REDACTED] [REDACTED] [REDACTED]
<b>3.3</b>	<b>KEY PERSONNEL</b> [REDACTED] [REDACTED]
<b>3.4</b>	<b>NOTICES</b> In the case of the Customer: [REDACTED]; Address: UKRI, Polaris House, North Star Avenue, Swindon, SN2 1FL; Email: [REDACTED] and a copy of such notice or communication shall be sent to: Head of Procurement Service Delivery, Polaris House, North Star Avenue, Swindon, Wiltshire SN2 1FF; Email: [REDACTED] In the case of the Supplier: the address, fax number and email address set out in the Order.
<b>3.5</b>	<b>CUSTOMER BILLING ADDRESS</b> UKRI, POLARIS HOUSE, NORTH STAR AVENUE, SWINDON, SN2 1FL

<b>3.6</b>	<b>SUPPLIER BANK DETAILS</b> 
<b>3.7</b>	<b>CUSTOMER'S PURCHASE ORDER NUMBER TO FOLLOW</b>
<b>3.8</b>	<b>APPROVED SUB-CONTRACTORS</b> N/A
<b>3.9</b>	<b>BCDR</b> N/A
<b>3.10</b>	<b>Exit Management</b> Not applied
<b>3.11</b>	<b>Transparency Reports</b> In Contract Schedule 4 (Transparency Reports)
<b>3.12</b>	<b>Call Off Guarantee (Clause 10 of the Legal Service Contract):</b> Not required

#### 4. VARIATIONS TO THE TERMS AND CONDITIONS

<b>4.1</b>	<b>Liability cap</b> Except to the extent that the Supplier cannot legally limit or exclude its liability, 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 Legal Services Contract (whether by virtue of negligence or otherwise) shall be limited to <b>£100,000</b> 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.
<b>4.2</b>	<b>Conflicts of Interest</b> N/A
<b>4.3</b>	<b>Confidentiality</b>

	N/A
<b>4.5</b>	<b>Intellectual Property Rights</b> N/A

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