

Framework Schedule 6

Order Form Template and Call-Off Schedules

Order Form

CALL-OFF REFERENCE: [REDACTED]

THE BUYER: UK Research and Innovation

BUYER ADDRESS: Polaris House, North Star Avenue, Swindon, SN2 1ET

THE SUPPLIER: Burges Salmon LLP

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

REGISTRATION NUMBER: LLP number [REDACTED]

DUNS NUMBER: [REDACTED]

SID4GOV ID: N/a

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated [REDACTED]

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)
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 Supplier has also provided an engagement letter and terms of business (a regulatory requirement) to supplement these terms.

In the event of any conflict between (i) this Call-Off Contract or any applicable provisions of the Framework Contract, and (ii) the engagement letter and terms of business provided by the Supplier, the terms of this Call-Off Contract or the applicable provisions of the Framework Contract (as applicable) shall take precedence.

CALL-OFF START DATE:



CALL-OFF EXPIRY DATE:

On Completion of the Deliverables (defined below)

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).

The Supplier will advise the Buyer in connection with the contractual documentation associated with UK's participation in the Horizon Europe Programme as a Third Country.

The work involved in this will initially include the following:

- Reviewing and finalising the draft Third Party Country Participation Grant Agreement (the “**Agreement**”);
- attending regular calls/meetings regarding the same with UKRI HEC Programme staff and as required from time to time with key external stakeholders, including BEIS policy and legal colleagues; and
- providing advice on the legal implications and risk areas of related policy and operational issues.

The Supplier will be responsible for finalising the Agreement and providing related advice as requested by you. The Buyer shall be responsible for providing factual background, timely responses to Supplier requests for commercial input (where required) and access to appropriate expertise to ensure the Supplier can work effectively and efficiently.

MANAGEMENT OF CONFLICT OF INTEREST

No conflicts of interest so far as the Supplier and Customer are aware.

CONFIDENTIALITY

Clause 15 (What you must keep confidential) of the Core Terms shall apply.

IPR

Clause 9 (Intellectual Property Rights (IPRs)) of the Core Terms shall apply.

MAXIMUM LIABILITY

For the purposes of Clause 11.2 of the Core Terms (as amended by the Framework Special Terms), 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 £3 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.

CALL-OFF CHARGES

The Charges for the Deliverables shall be based on the Supplier's hourly Framework Prices, as set out in Framework Schedule 3. For clarity, these are as follows:

Partner	
Legal Director / Counsel (or equivalent)	
Senior Solicitor, Senior Associate	
Solicitor, Associate	
NQ Solicitor / Associate, Junior Solicitor / Associate	
Trainee	
Paralegal, Legal Assistant	
Legal Project Manager	

The Supplier will provide the Buyer with regular fee updates as the matter progresses.

As of [REDACTED], the fees incurred are £15,774.00 + VAT.

REIMBURSABLE EXPENSES

Recoverable as stated in the Framework Contract

DISBURSEMENTS

Payable

PAYMENT METHOD

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

BUYER'S INVOICING ADDRESS:

UKRI Innovate UK
United Kingdom Research and Innovation
Polaris House
1ET
North Star Avenue
Swindon
SN2 1FL
[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]
Senior In-house Lawyer
[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Not applicable

BUYER'S SECURITY POLICY

Not applicable

BUYER'S ICT POLICY

Not applicable

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]
Partner
[REDACTED]

One Glass Wharf, Bristol, BS2 0ZX

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
Partner
[REDACTED]

One Glass Wharf, Bristol, BS2 0ZX

PROGRESS REPORT

Not applicable

KEY STAFF

Not applicable

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	[REDACTED]	Signature:	[REDACTED]
Name:	[REDACTED]	Name:	[REDACTED]
Role:	[REDACTED]	Role:	[REDACTED]
Date:	[REDACTED]	Date:	[REDACTED]