

Order Form

CALL-OFF REFERENCE: COVID-19 Inquiry Legal Support – Department for Education [con_13739]

THE BUYER: Department for Education

BUYER ADDRESS Sanctuary Buildings, 20 Great Smith Street, London SW1P 3BT

THE SUPPLIER: DWF

SUPPLIER ADDRESS: 1 Scott Place, 2 Hardman Street, Manchester, M3 3AA

REGISTRATION NUMBER: OC423384

DUNS NUMBER: 224225448

SID4GOV ID: N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 20th June 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

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 **con_13739**
 - Call-Off Schedule 1 (Transparency Reports) (as set out below)
 - Call-Off Schedule 2 (Staff Transfer) (Part C and Part E only)
 - Call-Off Schedule 3 (Continuous Improvement) (managed at framework level)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security) (Part A)
 - Call-Off Schedule 12 (Clustering)
 - Call-Off Schedule 19 (Scottish Law)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-off Schedule 21 (Northern Ireland Law)
 - Call off schedule 26 Non Disclosure Agreement template
 - Call-Off Schedule 25 (Secondment Agreement Template)
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 numerous clients that rely upon it for general representation. The Supplier advises clients in matters arising under the laws of: one or more of the constituent parts of the United Kingdom, the European Union, a Member State of the European Union, the WTO, other international trade and/or investment agreements, or public international law generally. As a result, without advance conflicts waivers from Supplier clients, conflicts of interest could arise that could deprive either the Buyer or other Supplier clients of the right to select the Supplier as counsel.

In light of the foregoing, other current or future clients of the Supplier including those identified in the preceding paragraph (collectively, the “Other Clients”) may ask the Supplier to represent them in matters (including litigation) that are adverse to the Buyer but that are not substantially related to the Supplier’s representation of the Buyer. If the Supplier is not representing the Buyer in such a matter, and the matter in which the Buyer

and the Other Client have adverse interests is not substantially related to our current or past representation of the Buyer, then:

1. the Buyer agrees that the Supplier may represent such Other Client to the extent and provided that the Supplier is and remains not substantially related to the Supplier's representation of the Buyer;
2. the Buyer waives any conflict of interest arising from such representation; and
3. the Buyer agrees that it will not seek to disqualify or otherwise prevent the Supplier from representing such Other Client,

provided that any Confidential Information and Personal Data held by lawyers of the Supplier that assisted the Buyer in this matter is kept confidential, in the case of Confidential Information, and Processed, in the case of Personal Data, in accordance with Clauses 14 and 15 of the Core Terms, respectively.

The Buyer acknowledges that it has had an opportunity to consult with other counsel (in-house or otherwise) before agreeing to this waiver.

Special Term 2

Should the Buyer require additional security to apply to any Services or Deliverables beyond that set out in para 2.1 of either Part A or Part B of Call off Schedule 9 (Security), this shall be agreed at that time in writing between the parties.

CALL-OFF START DATE: 20th June 2022

CALL-OFF EXPIRY DATE: On completion of the Deliverables

Special Term 3

See Annex 1 to this Order Form

WORKING DAY

Any day other than a Saturday or Sunday or public holiday in England and Wales unless otherwise requested by the Buyer and agreed in advance.

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).

See details in Call-Off Schedule 20 (Call-Off Specification)

MANAGEMENT OF CONFLICT OF INTEREST

In the event that a conflict arises through the course of the provision of the Services which the Buyer agrees in writing that the conflict can be managed to their satisfaction, Call Off Special Term 1 will apply, and any particular arrangements or mitigating steps shall be agreed in writing with the Buyers Authorised Representative.

CONFIDENTIALITY

See Call Off Schedule 26 (Non Disclosure Agreement template)

IPR

N/A

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.

CALL-OFF CHARGES

Hourly Rates

Fee Earner	Hourly Price
Partner	
Legal Director	
Senior Solicitor	
Solicitor	
Junior Solicitor	
Trainee / Paralegal	


VOLUME DISCOUNTS


REIMBURSABLE EXPENSES

None

DISBURSEMENTS

Any disbursements must be agreed in advance by the Buyers Contract Manager.

For the avoidance of doubt, if the Buyers Contract Manager agrees that the Suppliers shall instruct Counsel, the Supplier shall instruct Panel Counsel at Panel Counsel rates.

ADDITIONAL TRAINING CHARGE

None

SECONDMENT CHARGE

This will be agreed in the event that a secondment is requested (see Specification).

PAYMENT METHOD

Draft invoices with full narrative to include work to that point should be sent to [REDACTED] and [REDACTED] by the 27th day of the month for approval. Once the draft invoice is approved, the invoice should be sent to the Buyer's Invoicing Address quoting the correct Purchase Order Number.

Payment will be made by Bank Transfer.

BUYER'S INVOICING ADDRESS:

AccountsPayable. [REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE(S)

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

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

BUYER'S ENVIRONMENTAL POLICY

Available on request

BUYER'S SECURITY POLICY

Available on request and to include Schedule 9 Part C.

BUYER'S ICT POLICY

Available on request

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED] [REDACTED]
[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
[REDACTED]
[REDACTED]

PROGRESS REPORT

See Call-Off Schedule 20

PROGRESS REPORT FREQUENCY

As requested by the Buyers Authorised Representative, but no less frequent than monthly.

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

As requested by the Buyers Authorised Representative, but no less frequent than monthly.

KEY STAFF

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

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]

Call-Off Schedule 1 (Transparency Reports)

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117><https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report

provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.

1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

Annex A: List of Transparency Reports

Title	Content	Format	Frequency
Performance and forward plan			As requested
Call-Off Contract Charges and budget management			As requested
Key Subcontractors			As requested
Technical			As requested
Performance management			As requested

Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

1 Background

On 12 May 2021 the Prime Minister announced a statutory public inquiry into the State's actions during the COVID 19 pandemic. The Inquiry is due to begin in spring 2022.

- 1.1. The draft Terms of Reference for the Inquiry were published on 10 March 2022. The Inquiry will examine issues of exceptional public interest, weight and complexity and will inevitably involve significant press interest. The draft Terms of Reference are very broad in scope, covering: preparedness; the public health response; the response in the health and care sector; and the economic response.

The Prime Minister has acknowledged the large amount of resources that will be involved in the months of preparation for the Inquiry and the potentially large amount of time which will be spent by people testifying in public.

- 1.2. As such, each Government Department is likely to be expected to contribute to the Inquiry, and a number of these have been working with GLD to prepare for the work required. GLD anticipates that it will need external law firms to provide additional resource and expertise to support the departments, and this Call Off Contract has been established between the Buyer and the Supplier to provide this support.

2. **Purpose of the Call Off Contract** The Supplier shall provide legal support to the Buyer in addition to that provided by GLD, in its response Covid inquiry.

- 2.2. We envisage GLD, the Supplier and every firm appointed to support other government Departments collaboratively working together, in order to provide a seamless and cost effective service for clients. The scale of the Inquiry is likely to require a flexible and innovative approach, including the potential for firms working together in partnership where appropriate.

3. The general approach

- 3.1. GLD will provide the recognised legal representative (RLR) to the Inquiry as required under the Inquiries Act 2005 for each department.
- 3.2. The GLD RLR will be the point of contact for the Buyer and the Supplier.
- 3.3. The GLD RLR will procure any necessary e-disclosure system for the Buyer, and the Supplier will use this, where required, in provision of the Services and Deliverables.
- 3.4. The GLD RLR, as well as drawing on wider GLD support, will be able to instruct the Supplier to undertake specific tasks in support of their role as

RLR in consultation with the Buyer. For example legal and strategic advice on specific issues, document review for disclosure, preparation of draft documents etc.

- 3.5. The GLD RLR will be responsible for the relationship with the Supplier, including but not limited to, checking the quality of work and the accuracy and reasonableness of invoices.
- 3.6. The GLD RLR will instruct any counsel required to represent the Buyer. Where the Supplier wishes to instruct additional counsel to assist with a task, for example disclosure, this instruction will be subject to the GLD RLR's prior approval and managed through them.
- 3.7. The GLD RLR will sign off, once the Buyer is content, all external communications with or related to the Inquiry.
- 3.8. The GLD RLR will advise the Buyer on the strategic approach, and will attend where necessary internal cross-government meetings, to ensure consistency of HMG approach.

4. Instructions

- 4.1. Where the Buyers Authorised Representative has a request for a "work package" of Services under this Call Off, they will send an email to the Supplier with the request. The Supplier and the Buyer will then agree the scope and detail of the Services, Deliverables and the timescales and fee estimate for the work. This agreement will be confirmed in writing between the Parties.
- 4.2. Where the Buyer requires
 - 4.2.1. Call Off Special Term 1 (Conflicts Waiver); and/or
 - 4.2.2. Call Off Schedule 9 (Security) Part A or B; and/or
 - 4.2.3. Call Off Schedule 26 (Non Disclosure Agreement)to apply, this shall be set out in the agreement for those Services.
- 4.3. In the event that the Buyer requires Services under Scottish Law, Call Off Schedule 19 (Scottish Law) will apply to that request under this Call Off Contract.
- 4.4. In the event that the Buyer requires Services under Northern Irish Law, Call Off Schedule 21 (Northern Irish Law) will apply to that request under this Call Off Contract.

5. Progress Reports and Progress Meetings

- 5.1. The content and format of any progress reports will be agreed by the parties, but are likely to include work completed but not yet invoiced, progress on current work packages, forecast spend against budget, forward look of activity, risks and issues arising.

5.2. In addition to meetings to discuss the provision of the Services, progress meetings may include meetings with other government Departments and their legal advisors in relation to the provision of advice to government for the Inquiry.

