

Order Form

CALL-OFF REFERENCE: **Con_20916 - Covid Inquiry Support = C19 Inquiry Central Response Team, Information Services Division, Ministry of Justice.**

THE BUYER: **Ministry of Justice**

BUYER ADDRESS **102 Petty France, London, SW1H 9AJ**

THE SUPPLIER: **Addleshaws Goddard LLP**

SUPPLIER ADDRESS: **Milton Gate, 60 Chiswell Street, London, EC1Y 4AG**

REGISTRATION NUMBER: **OC318149**

DUNS NUMBER: **349302716**

SID4GOV ID: **N/A**

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 27th July 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_20916
 - 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 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security) (Part A)
 - Call-Off Schedule 19 (Scottish Law)
 - Call-Off Schedule 20 (Call-Off Specification)
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 Part A of Call off Schedule 9 (Security), this shall be agreed at that time in writing between the parties.

Special Term 3

See Annex B to this Order Form.

CALL-OFF START DATE: 25th July 2022

CALL-OFF EXPIRY DATE: 24th January 2024 (with potential further extension of up to 12 months + 12 months – subject to funding).

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 agreed for the duration of this contract:

[REDACTED]

The Charges will not be impacted by any change to the 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.

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

[REDACTED]

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:

SSCL

APinvoices-MOJ-U@gov.sscl.com

BUYER'S AUTHORISED REPRESENTATIVES

[REDACTED]

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Available on request

BUYER'S SECURITY POLICY

Available on request

BUYER'S ICT POLICY

Available on request

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[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 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

SCHEDULES

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

[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-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

Annex B – Special Term 3

Special Term 3: This Special Term 3 is to be incorporated into the Buyer's Call-Off Contract.

Definitions “Covid-19 Inquiry”	means the Government's independent public inquiry to examine the Covid 19 pandemic in the UK
“Relevant Period”	means from the Contract Start Date until 6 months after the Restricted Person ceases to be employed or engaged by the Government Legal Department or the conclusion of this contract, whichever shall come first.
“Restricted Person”	means any person who is (i) a current employee of the Government Legal Department (ii) engaged as a locum (or on another temporary basis) for a period in excess of 6 months by the Government Legal Department and who is providing (i) legal advice or (ii) senior strategic advice (G6 grade civil servant and above) to any Central Government Body in connection with the Covid 19 Inquiry

1 Non-solicitation

1.1 In order both to protect the legitimate business interests of the Government (including those of the Buyer) in connection with its ability to efficiently and effectively cooperate with the Covid 19 Inquiry and to protect the public purse as required by Managing Public Money (in effect as at the date hereof and from time to time), the Supplier shall not during the Relevant Period either directly or indirectly, by or through itself, its affiliate, its agent or otherwise, or in conjunction with its affiliate, its agent or otherwise, whether for its own benefit or for the benefit of any other person:

1.1.1 solicit, entice or induce, or endeavour to solicit, entice or induce, any Restricted Person with a view to employing or engaging the Restricted Person.

1.2 Notwithstanding clause 1.1 the Supplier may employ or engage any Restricted Person who has responded directly to a national advertising campaign open to all and not specifically targeted at Restricted Persons, implemented by the Supplier either through a recruitment agency engaged by the Supplier, or via an advertisement placed publicly by or on behalf of the Supplier (either in the press, social media, online or in trade and industry publications) for any purpose.

1.3 In the event of a breach of clause 1.1 and/or clause 1.2, which results in a Restricted Person being employed or engaged by the Supplier in breach of these clauses, the Supplier shall pay to the Government Legal Department by way of liquidated damages an amount equivalent to forty percent (40%) of the first year of the aggregate salary and benefits package agreed with any such person retained by the Supplier in breach of these clauses being an amount agreed by the parties as a reasonable pre-estimate of the Government Legal Department's loss in light of the additional recruitment and related costs of:

- (a) sourcing alternative resources;
- (b) paying for external resource as compared with the cost of the Restricted Person recruited by the Supplier; and
- (c) the inconvenience that any such breach would cause to the Buyer.

1.4 The provisions in clause 1.3 shall be without prejudice to the Buyer's and/or the Government Legal Department's ability to seek damages or claim injunctive relief.

1.5 Notwithstanding anything contained in this agreement to the contrary, for the purposes of this Special Term only, the Government Legal Department is entitled to rely on the rights vested in it pursuant to The Contracts (Rights of Third Parties) Act 1999 to enforce this clause.

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