

Framework Schedule 6 (Order Form Template and Call-Off Schedules)
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RM6179 Call-off Order Form

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Order Form

CALL-OFF REFERENCE:	PRO 5582
THE BUYER:	Secretary of State for Health and Social Care acting as part of the Crown through the UK Health Security Agency
BUYER ADDRESS	Nobel House, Smith Square, London, SW1P 3HX
THE SUPPLIER:	Burges Salmon LLP
SUPPLIER ADDRESS:	One, Glass Wharf, Bristol, BS2 0ZX
REGISTRATION NUMBER:	OC307212
DUNS NUMBER:	738152433
SID4GOV ID:	N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 31st March 2023.

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

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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:
 - 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 PRO_5582 Legal Tender
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security) Part A Short Form Security Requirements
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 24 (Special Schedule)
5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) RM6179
7. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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 2

Where the Services provided under the Call-Off Contract include Legal Services and Schedule 24 (Special Schedule) Legal Services Contract applies, in addition to the amendments set out in Schedule 24, the following amendments shall be deemed incorporated into Schedule 24:

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4. Pricing and Payments**4.12 Buyer (client) monies**

(a) The Supplier shall deposit Buyer monies with such banks as the Supplier may from time to time decide in accordance with its regulators' Accounts Rules.

(b) The Supplier has no immediate control over these monies while they are held on deposit and the Supplier will not be liable to the Buyer for any monies lost as a result of the failure of the bank. In these circumstances, the Buyer may be entitled to compensation under the Financial Services Compensation Scheme.

(c) Interest is earned on the Supplier's Client Account. The Supplier has an interest rate policy which is designed to ensure the Buyer is treated fairly and which complies with the Supplier's regulatory requirements. This policy is available on request.

34. Resolving Disputes**Complaint Handling**

34.10 The Supplier's complaints handling procedure can be viewed here:
<https://www.burges-salmon.com/contact-us/complaints-handling-procedure>.

34.11 The Supplier is not authorised by the Financial Conduct Authority (FCA). The Supplier is, however, included on the register maintained by the FCA so that it can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of the Supplier's business is regulated by the Solicitors Regulation Authority and arrangements for complaints or redress are subject to the jurisdiction of the Legal Ombudsman. The register can be accessed at www.fca.org.uk/firms/financialservices-register.

CALL-OFF START DATE: 27th February 2023

CALL-OFF EXPIRY DATE: 26th February 2024

CALL-OFF INITIAL PERIOD: 12 Months

CALL-OFF OPTIONAL EXTENSION PERIOD: An additional 12-months

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).

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

MANAGEMENT OF CONFLICT OF INTEREST

Nothing additional to the CCS Core Terms (Version 3.0.11).

CONFIDENTIALITY

Nothing additional to the CCS Core Terms (Version 3.0.11).

IPR

Nothing additional to the CCS Core Terms (Version 3.0.11) (as amended by Call-Off Schedule 24 (Special Schedule)).

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.

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 £10 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.

The Estimated Year 1 Charges in the first Contract Year is £250,000.00.

If the Call-Off Optional Extension Period is exercised, the Estimated Year 2 Charges used to calculate liability in the second Contract Year is £250,000.00.

The Estimated Year 1 Charges and Estimated Year 2 Charges shall not be relevant for the purposes of calculating the applicable limitation of liability.

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CALL-OFF CHARGES

- Hourly Rate

Band 1 (Partner)	Band 2 (Legal Director / Counsel)	Band 3 (Senior Solicitor)	Band 4 (Solicitor/Associate)
Band 5 (NQ/Junior Solicitor)	Band 6 (Trainee)	Band 7 (Paralegal)	Legal Project Manager

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 unless agreed otherwise in advance in writing by a member of UKHSA Legal at Grade 6 or above.

DISBURSEMENTS

Not Payable unless agreed otherwise in advance in writing by a member of UKHSA Legal at Grade 6 or above.

ADDITIONAL TRAINING CHARGE

None.

SECONDMENT CHARGE

None.

PAYMENT METHOD

Monthly in arrears by BACs or alternative payment method as agreed between the Buyer and the Supplier.

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Submitted invoices must be accompanied by supporting information including:

- completed timesheets for amounts set out in the relevant invoice; and
- such other information as the Buyer (acting reasonably) may require in order to verify the invoiced amounts.

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

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

BUYER'S INVOICING ADDRESS:

[REDACTED]

Accounts Payable;
UK Health Security Agency,
Manor Farm Road,
Porton Down,
Salisbury,
SP4 0JG

[REDACTED]

Contact number for all invoice related queries: [REDACTED] Please select Option 5, and then Option 1

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Available on request.

BUYER'S SECURITY POLICY

Available on request.

BUYER'S ICT POLICY

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Available on request.

SUPPLIER'S AUTHORISED REPRESENTATIVE

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

SUPPLIER'S CONTRACT MANAGER

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

PROGRESS REPORT

Work in Progress

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

The Supplier shall attend quarterly review meetings with the Buyer at no charge to the Buyer for up to two (2) hours. The Buyer shall decide whether these quarterly review meetings shall be in person or virtually and quarterly review meetings shall be attended by the Supplier's lead partner to discuss the Supplier's performance against any agreed service levels/performance indicators against agreed service levels/performance indicators.

KEY STAFF

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

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KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

Supplier’s Commercially Sensitive Information

SERVICE CREDITS

Not applicable

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ADDITIONAL INSURANCES

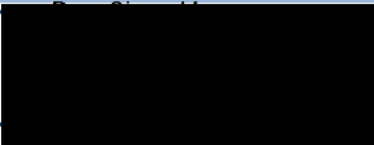

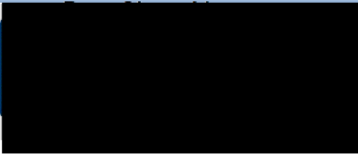

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender).

For and on behalf of the Supplier:	For and on behalf of the Buyer:
<div></div> <div>Full Name: </div> <div>Job Title/Role: Partner</div> <div>Date Signed: 31st March 2023</div>	<div></div> <div>Full Name: </div> <div>Job Title/Role: Commercial Lead</div> <div>Date Signed: 31/03/2023</div>