

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

## Order Form

CALL-OFF REFERENCE: **C292924**  
THE BUYER: **Department of Health and Social Care**  
BUYER ADDRESS 39 Victoria Street, London, SW1H 0EU  
THE SUPPLIER: **Burges Salmon LLP**  
SUPPLIER ADDRESS: 1 Glass Wharf, Bristol, BS2 0ZX  
REGISTRATION NUMBER: OC307212  
DUNS NUMBER: 738152433  
SID4GOV ID: 432710

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 18<sup>th</sup> July 2024.  
It is 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:

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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
    - o Joint Schedule 2 (Variation Form)
    - o Joint Schedule 3 (Insurance Requirements)
    - o Joint Schedule 4 (Commercially Sensitive Information)
    - o Joint Schedule 5 (Corporate Social Responsibility)
    - o Joint Schedule 6 (Key Subcontractors)
    - o Joint Schedule 10 (Rectification Plan)
    - o Joint Schedule 12 (Supply Chain Visibility)
  - Call-Off Schedules for **C67285**
    - o Call-Off Schedule 1 (Transparency Reports)
    - o Call-Off Schedule 3 (Continuous Improvement)
    - o Call-Off Schedule 4 (Call Off Tender)
    - o Call-Off Schedule 7 (Key Supplier Staff)
    - o Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
    - o Call-Off Schedule 9 (Security)- A, the short version applicable
    - o Call-Off Schedule 10 (Exit Management)
    - o Call-Off Schedule 15 (Call-Off Contract Management)
    - o Call-Off Schedule 20 (Call-Off Specification)
5. 4. CCS Core Terms (version 3.0.11)
6. Supplier's Terms (For reference only).

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

Not Applicable.

CALL-OFF START DATE: **1<sup>st</sup> August 2024**

CALL-OFF EXPIRY DATE: **31<sup>st</sup> July 2025**

CALL-OFF INITIAL PERIOD: **1 Year**

CALL-OFF OPTIONAL EXTENSION PERIOD – N/A

## CALL-OFF DELIVERABLES

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

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).

## MANAGEMENT OF CONFLICT OF INTEREST

Supplier Conflicts of Interest Declaration forms to be signed before the commencement of the services.

## CONFIDENTIALITY

NDA will not be signed at this stage as the Inquiry is governed by its own rules.

## IPR

Not Applicable.

## MAXIMUM LIABILITY

Redacted in Line with Section 43 of FOIA

## CALL-OFF CHARGES

The following rates\* shall be used throughout the duration of the Call Off Contract:

	Hourly Rates	Daily Rates
Partner (Band 1)	£ Redacted in Line	£ Redacted in Line
Legal Director/ Counsel (Band 2)	£ Redacted in Line	£ Redacted in Line

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Senior Solicitor (Band 3)	£ 	£ 
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Associate/ Solicitor (Band 4)	£ [Redacted]	£ [Redacted in Line]
Junior Solicitor (Band 5)	£ [Redacted]	£ [Redacted in Line]
Trainee (Band 6)	£ [Redacted]	£ [Redacted in Line]
Paralegal (Band 7)	£ [Redacted]	£ [Redacted in Line]

\*These rates shall be reduced by [Redacted in Line] when the total fees for Burges Salmon LLP (and their sub-contractors) exceed [Redacted in Line with Section 2] across the whole CCS framework.

All prices are exclusive of VAT.

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

Any Reimbursable expenses are subject to prior written agreement with the Buyer.

### DISBURSEMENTS

Any Disbursements are subject to prior written agreement with the Buyer.

### ADDITIONAL TRAINING CHARGE

Not Applicable

### SECONDMENT CHARGE

Not Applicable

### PAYMENT METHOD AND BUYER'S INVOICING ADDRESS:

A draft invoice with full narratives must be sent to the Buyer's Contract Manager in advance for verification and approval.

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All invoices, after agreed and verified by the Buyer, must be sent, quoting a valid purchase order number (PO Number), to:

Department of Health and Social Care  
39 Victoria Street  
London  
SW1H 0EU.

Or email: **Redacted in Line with Section 43 of FOIA**

**BUYER'S AUTHORISED REPRESENTATIVE**

**Redacted in Line with Section 43 of FOIA**

Deputy Secretary to the Inquiry

**Redacted in Line with Section 43 of FOIA**

**Redacted in Line with Section 43 of FOIA**

Tel: **Redacted in Line with Section 43 of FOIA**

**BUYER'S ENVIRONMENTAL POLICY**

Not Applicable

**BUYER'S SECURITY POLICY**

Not Applicable

**BUYER'S ICT POLICY**

Not Applicable

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

**Redacted in Line with Section 43 of FOIA**

Partner

**Redacted in Line with Section 43 of FOIA**

One Glass Wharf, Bristol, BS2 0ZX

**SUPPLIER'S CONTRACT MANAGER**

**Redacted in Line with Section 43 of FOIA**

Partner

**Redacted in Line with Section 43 of FOIA**

One Glass Wharf, Bristol, BS2 0ZX

**KEY SUBCONTRACTOR'S CONTACTS**

**Redacted in Line with Section 43 of FOIA**

D: **Redacted in Line with Section 43 of FOIA**

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### PROGRESS REPORT

WIP and forward- looking reporting as agreed at the initial meeting, no less than quarterly.

### PROGRESS REPORT FREQUENCY

To be agreed at the initial meeting. At least quarterly frequency.

### PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

To be agreed.

### KEY STAFF

Call-Off Schedule 7 (Key Supplier Staff) applies.

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### KEY SUBCONTRACTOR

Redacted in Line with Section 43 of FOIA

### COMMERCIALLY SENSITIVE INFORMATION

(a) Hourly and daily rates; and (b) Burges Salmon LLP's proposal.

### SERVICE CREDITS

Not applicable

### ADDITIONAL INSURANCES

Not applicable

### GUARANTEE

Not applicable

### SOCIAL VALUE COMMITMENT

Not applicable

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	Redacted in Line with Section 43	Signature:	Redacted in Line with Section 43 of FOIA
Name:	Redacted in Line with Section 43 of FOIA	Name:	Redacted in Line with Section 43 of FOIA
Role:	Partner, Burges Salmon LLP	Role:	Commercial Lead
Date:	19 July 2024	Date:	24/07/2024

**Joint Schedules**

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**Call Off Contract Schedules**

Redacted in Line with Section 43 of FOIA

**Core Terms**



3.-RM6179-Core-terms-v3.0.11 (1).odt

**Supplier's Terms of Business (For Reference)**

Redacted in Line with Section 43 of FOIA