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 18th 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: 1st August 2024

CALL-OFF EXPIRY DATE: 31st 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.

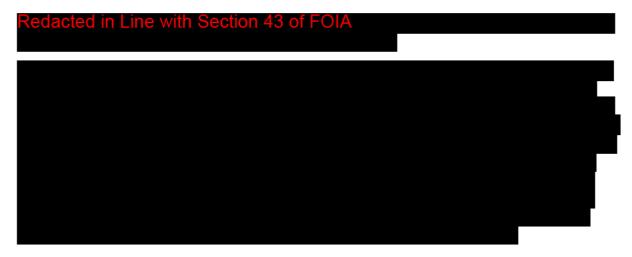
CONFIDENTIALITY

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

IPR

Not Applicable.

MAXIMUM LIABILITY



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	£ Redacted in Line
Legal Director/ Counsel (Band 2)	£ Reducted In	£ Redacted in Line

Senior Solicitor (Band 3)	£ Redacted in	£Redacted in Line

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Associate/ Solicitor (Band 4)	£Redacted	£ Redacted in Line
Junior Solicitor (Band 5)	£Redacted	£ Redacted in Line
Trainee (Band 6)	£	£ Redacted in
Paralegal (Band 7)	£Redacie	£ Redacted in

*These rates shall be reduced by when the total fees for Burges Salmon LLP (and their sub-contractors) exceed 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 Sec

BUYER'S AUTHORISED REPRESENTATIVE

Deputy Secretary to the Inquiry

Tel:

BUYER'S ENVIRONMENTAL POLICY

Not Applicable

BUYER'S SECURITY POLICY

Not Applicable

BUYER'S ICT POLICY

Not Applicable

SUPPLIER'S AUTHORISED REPRESENTATIVE

Partner

One Glass Wharf, Bristol, BS2 0ZX

SUPPLIER'S CONTRACT MANAGER

Partner

One Glass Wharf, Bristol, BS2 0ZX

KEY SUBCONTRACTOR'S CONTACTS



M: Redacted in Line with Section 43 of #D Redacted in Line with Section 43 of FOIA

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



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

For and on behalf of the Supplier:		For and on behalf of the Buyer: Redacted in Line with Section 43 of FOIA	
Signature:	resource in time with sections.3	Signature:	Redacted in Line with Section 43 of FOIA
Name:	Redacted in Line with Section 43 of FOIA	Name:	Reducted in Line with Section
Role:	Partner, Burges Salmon LL	Role: P	Commercial Lead
Date:	19 July 2024	Date:	24/07/2024

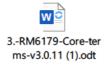
Joint Schedules

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Call Off Contract Schedules



Core Terms



Supplier's Terms of Business (For Reference)

