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

**Order Form**

CALL-OFF REFERENCE: CCLL22A02 – Provision of a Legal Services Panel for Public Inquiry into Covid-19

THE BUYER: Cabinet Office

BUYER ADDRESS **REDACTED TEXT under FOIA Section 40, Personal Information**

THE SUPPLIER: Burges Salmon LLP

SUPPLIER ADDRESS: **REDACTED TEXT under FOIA Section 40, Personal Information**

REGISTRATION NUMBER:OC307212

DUNS NUMBER: 738152433

**APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Call-Off Deliverables and dated Wednesday 13 April 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 of RM6179 for CCLL22A02
	+ Joint Schedule 2 (Variation Form)
	+ Joint Schedule 3 (Insurance Requirements)
	+ Joint Schedule 4 (Commercially Sensitive Information)
	+ Joint Schedule 6 (Key Subcontractors)
	+ Joint Schedule 7 (Financial Difficulties)
	+ Joint Schedule 10 (Rectification Plan)
	+ Joint Schedule 11 (Processing Data)
* Call-Off Schedules for RM6179 for CCLL22A02
	+ Call-Off Schedule 1 (Transparency Reports)
	+ 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 10 (Exit Management)
	+ Call-Off Schedule 24 (Special Schedule)
1. CCS Core Terms (version 3.0.11)
2. 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**

N/A

**CALL-OFF START DATE:** Sunday 1 May 2022

**CALL-OFF EXPIRY DATE:** Thursday 31 October 2024

**CALL-OFF INITIAL PERIOD:** Two (2) Years and Six (6) Months

**CALL-OFF OPTIONAL EXTENSION PERIOD:** Two (2) Years, in One (1) Year increments. Determined within the Two (2) Months prior to renewal. The contract shall not run past Friday 30 October 2026.

**WORKING DAY**

Monday – Friday excluding UK public holidays.
Weekend/on-call working may be required by exception.

**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).

Deliverables as per information within Attachment 3 – Statement of Requirements

**MANAGEMENT OF CONFLICT OF INTEREST**

Please note that firms instructed to act by any potential core participants to the Inquiry cannot also act as Solicitor to the Inquiry.

The Supplier shall work with the Buyer to identify any work carried out by the Supplier or its Staff that may constitute a conflict of interest with the Inquiry’s work. Where a conflict is identified, the Supplier shall establish mitigations including, for example, ethical walls.

Both the Supplier (Burges Salmon LLP) and Key Subcontractor (Fieldfisher LLP) cannot deploy the staff that were used for the examples of potential conflicts in this new assignment.

**CONFIDENTIALITY**

As per the Terms and Conditions in Attachment 5b and the Statement of Requirements in Attachment 3.

**IPR**

Clause 9 (IPRs) assigns all IPRs in the outputs from the Deliverables to the Supplier, with a licence from the Supplier to the Buyer to use, transfer and sub-licence such rights.

**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.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is£2,200,000.00.

**CALL-OFF CHARGES**

Total contract charges to not exceed £9,800,000.00 inclusive of expenses and exclusive of VAT.

Hourly charges shall not exceed the values provided as part of the RM6179 Lot 1 rate card.

**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**

Not Payable

**ADDITIONAL TRAINING CHARGE**

Not applicable

**SECONDMENT CHARGE**

Not known

**PAYMENT METHOD**

Invoices should be issued monthly in arrears.

Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

You must be in receipt of a valid PO Number before submitting an invoice. To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e., Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to: **REDACTED TEXT under FOIA Section 40, Personal Information**

**BUYER’S INVOICING ADDRESS:**

**REDACTED TEXT under FOIA Section 40, Personal Information**

All electronic invoices must be sent, quoting a valid Purchase Order (PO) Number to the following address: **REDACTED TEXT under FOIA Section 40, Personal Information**

**BUYER’S AUTHORISED REPRESENTATIVE**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**BUYER’S ENVIRONMENTAL POLICY**

The Buyer will provide a copy of its environmental policy to the Supplier on request, which the Supply will comply with. The Supplier must provide reasonable support to enable Buyers to work in an environmentally friendly way, for example by helping them recycle or lower their carbon footprint.

**BUYER’S SECURITY POLICY**

Security Policy Framework available online at:

<https://www.gov.uk/government/publications/security-policy-framework>

**BUYER’S ICT POLICY**

The Buyer will provide a copy of its ICT Policy to the Supplier upon request.

**SUPPLIER’S AUTHORISED REPRESENTATIVE**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**SUPPLIER’S CONTRACT MANAGER**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**PROGRESS REPORT**

Not applicable.

**PROGRESS REPORT FREQUENCY**

Not applicable.

**PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY**

Not applicable.

**KEY STAFF**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**KEY SUBCONTRACTOR**

Fieldfisher LLP

**REDACTED TEXT under FOIA Section 40, Personal Information**

**COMMERCIALLY SENSITIVE INFORMATION**

Not applicable

**SERVICE CREDITS**

Not applicable

**ADDITIONAL INSURANCES**The Supplier is to have £10m Professional Indemnity Insurance

**GUARANTEE**

Not applicable

**SOCIAL VALUE COMMITMENT**

Not applicable

|  |  |
| --- | --- |
| **For and on behalf of the Supplier:** | **For and on behalf of the Buyer:** |
| Signature: | **REDACTED TEXT under FOIA Section 40, Personal Information** | Signature: | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Name: | **REDACTED TEXT under FOIA Section 40, Personal Information** | Name: | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Role: | **REDACTED TEXT under FOIA Section 40, Personal Information** | Role: | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Date: | 28 April 2022 | Date: | 3 May 2022 |