

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

Order Form

CALL-OFF REFERENCE: **C67285**
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 11 March 2022.
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: **3 March 2022**

CALL-OFF EXPIRY DATE: **31 July 2023**

CALL-OFF INITIAL PERIOD: **1 Year 5 months**

CALL-OFF OPTIONAL EXTENSION PERIOD - 1 August 2023 to 31 July 2024

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off 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 The 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)	£Red	£Reda
Legal Director/ Counsel (Band 2)	£Red	£Reda
Senior Solicitor (Band 3)	£	£Reda

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Associate/ Solicitor (Band 4)	£Red	£Reda
Junior Solicitor (Band 5)	£Red	£Reda
Trainee (Band 6)	£R	£
Paralegal (Band 7)	£R	£Red

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

BUYER'S AUTHORISED REPRESENTATIVE

Redacted in line

Deputy Secretary to the Inquiry

Redacted in line with Section 40 of The FOIA

Tel: **Redacted in**

BUYER'S ENVIRONMENTAL POLICY

Not Applicable

BUYER'S SECURITY POLICY

Not Applicable

BUYER'S ICT POLICY

Not Applicable

SUPPLIER'S AUTHORISED REPRESENTATIVE

Redacted in

Partner

Redacted in line with Section 40 of

One Glass Wharf, Bristol, BS2 0ZX

SUPPLIER'S CONTRACT MANAGER

Redacted in

Partner

Redacted in line with Section 40 of The

One Glass Wharf, Bristol, BS2 0ZX

KEY SUBCONTRACTOR'S CONTACTS

Redacted

in line with

D: **Redacted in line**

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M: Redacted in
Redacted in line with Section

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.

Redacted in line with Section 40 of The FOIA .

KEY SUBCONTRACTOR

Redacted in line with

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 40 of The FOIA	Signature:	Redacted in line with
Name:	Redacted in	Name:	Redacted in line
Role:	Partnership Partner	Role:	Commercial Lead
Date:	11 March 2022	Date:	14/03/2022

Joint Schedules

Redacted in line with Section 43 of The FOIA

Call Off Contract Schedules

Redacted in line with Section 43 of The FOIA

Core Terms



3.-RM6179-Core-terms-v3.0.11.doc

Supplier's Terms of Business (For Reference)

Redacted in line with Section 40 of The FOIA