

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

Order Form

CALL-OFF REFERENCE:	PRO 5623
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:	Mills and Reeve LLP
SUPPLIER ADDRESS:	24 King William Street, London, EC4R 9AT
REGISTRATION NUMBER:	OC326165
DUNS NUMBER:	219268914
SID4GOV ID:	N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 31st October 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(S):
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 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 5507:
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 24 (Special Schedule)
5. CCS Core Terms (version 3.0.11)
6. 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

None

CALL-OFF START DATE: 1st October 2022

CALL-OFF EXPIRY DATE: 31st March 2023

CALL-OFF INITIAL PERIOD: 6 months

CALL-OFF DELIVERABLES

The Supplier is required to provide the following legal services to the Customer on any matter which is instructed to the Supplier:

General Legal Advisory Services to support UKHSA in preparing for and managing its evidence to the Public Inquiry into the Government's response to the COVID-19 pandemic, announced by the UK Government in May 2022.

This includes professional legal advice to UKHSA corporately and to individual staff and office holders of UKHSA on preparing for and meeting the statutory requirement of the Public Inquiry, responding to any requests for evidence or documents made by the Public Inquiry by collating and preparing documents and disclosing to the Inquiry; drafting statements for witnesses and preparing and debriefing witnesses called to give evidence; liaising with legal representatives of the Inquiry and of other partner healthcare bodies both within central government and the wide healthcare sector; advising on the management of any conflicts of interest with other participants in the Inquiry; attending and advising throughout at the hearing of the Inquiry and advising UKHSA on the management of press and media.

The supplier will contract with and instruct Legal Counsel on behalf of UKHSA, its employees and office holders, advising on any conflicts of interest and the need to engage separate Counsel for specific purposes. Areas of legal advice may include – but not be limited to:

- Public inquiries and inquests
- Public Law
- Health and Healthcare
- Contracts
- Competition Law
- Company Law
- EU Law
- Information law including data protection law
- Information technology law
- Intellectual property law
- Litigation
- Public procurement law
- Life sciences

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
N/A

CONFIDENTIALITY
N/A

IPR
N/A

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 **£750,000.00**

CALL-OFF CHARGES**Hourly Rate**

Supplier			
Mills & Reeve LLP			
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

The Total Cost of this Call-off Order shall not exceed £750,000.00 (Seven-Hundred and Fifty-Thousand Pounds Sterling) ex VAT.

VOLUME DISCOUNTS

N/A

REIMBURSABLE EXPENSES

Not payable except in relation to travel expenses incurred to destinations other than London to be agreed in advance by the Buyer. Such expenses must not exceed the total capped price of this contract.

DISBURSEMENTS

Nomination and instruction to Queen's Counsel (QC) to be agreed in advance with the Customer. QC fees and expenses shall be reimbursed at actual cost and within the capped price of this contract.

ADDITIONAL TRAINING CHARGE

N/A

SECONDMENT CHARGE

N/A

PAYMENT METHOD

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

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.

BUYER'S INVOICING ADDRESS:

[REDACTED]

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

UKHSA VAT No: [REDACTED]

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

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Commercial Business Partner

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

<https://www.gov.uk/government/publications/environmental-and-sustainability-policy>

<https://www.gov.uk/government/publications/crown-commercial-service-social-value-policy>

BUYER'S SECURITY POLICY

[Security policy framework: protecting government assets - GOV.UK](https://www.gov.uk/government/publications/security-policy-framework-protecting-government-assets)
(www.gov.uk)

BUYER'S ICT POLICY

See Appendix A.

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Partner

[REDACTED]

Mills & Reeve LLP, 78-84 Colmore Row, Birmingham, B3 2AB

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

Partner

[REDACTED]

Mills & Reeve LLP, 78-84 Colmore Row, Birmingham, B3 2AB

PROGRESS REPORT

Work in Progress reports

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

KEY STAFF

N/A

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

Supplier's Commercially Sensitive Information

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

£10m Professional Indemnity Insurance,



GUARANTEE

Not applicable



SOCIAL VALUE COMMITMENT

Not applicable

For and on behalf of the Supplier:

DocuSigned by:	
	
Full Name:	
Job Title/Role:	Partner
Date Signed:	24.11.2022

For and on behalf of the Buyer:

DocuSigned by:	
	
Full Name:	
Job Title/Role:	Head of Category
Date Signed:	24/11/2022

[illegible]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Crown Copyright 2018

• [REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

1. [REDACTED]

2. [REDACTED]

1. [REDACTED]
 2. [REDACTED]
 3. [REDACTED]
 4. [REDACTED]