

Order Form

CALL-OFF REFERENCE: **CCLL23A10**
THE BUYER: UK Covid-19 Public Inquiry C/O Cabinet Office
BUYER ADDRESS 70 Whitehall, London, SW1A 2AS

THE SUPPLIER: Burges Salmon LLP
SUPPLIER ADDRESS: One Glass Wharf, Bristol, BS2 0ZX
REGISTRATION NUMBER: OC307212
DUNS NUMBER: 738152433
SID4GOV ID: Not Applicable

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **18 December 2023**
It's issued under the Framework Contract with the reference number RM6179 Legal Services Panel.

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 5 (Corporate Social Responsibility)
 - 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

- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 2 (Staff Transfer)
- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- Call-Off Schedule 9 (Security Management)
- Call-Off Schedule 10 (Exit Management)
- Call-Off Schedule 14 (Service Levels)
- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 18 (Background Checks)
- Call-Off Schedule 20 (Call-Off Specification)
- Call-Off Schedule 24 (Special Schedule)

5. CCS Core Terms (version 3.0.11)

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:

Where the Services provided under the Call-Off Contract include Legal Services and **Schedule 24 (Special Schedule) Legal Services Contract** applies, in addition to the amendments set out in Schedule 24, the following amendments shall be deemed incorporated into Schedule 24:

4. Pricing and Payments

4.12 Buyer (client) monies

- (a) The Supplier shall deposit Buyer monies with such banks as the Supplier may from time to time decide in accordance with its regulators' Accounts Rules.
- (b) The Supplier has no immediate control over these monies while they are held on deposit and the Supplier will not be liable to the Buyer for any monies lost as a result of the failure of the bank. In these circumstances, the Buyer may be entitled to compensation under the Financial Services Compensation Scheme.
- (c) Interest is earned on the Supplier's Client Account. The Supplier has an interest rate policy which is designed to ensure the Buyer is treated fairly and which complies with the Supplier's regulatory requirements. This policy is available on request.

34. Resolving Disputes

Complaint Handling

34.10 The Supplier's complaints handling procedure can be viewed here:
<https://www.burges-salmon.com/contact-us/complaints-handling-procedure>.

34.11 The Supplier is not authorised by the Financial Conduct Authority (FCA). The Supplier is, however, included on the register maintained by the FCA so that it can carry on insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of the Supplier's business is regulated by the Solicitors Regulation Authority and arrangements for complaints or redress are subject to the jurisdiction of the Legal Ombudsman. The register can be accessed at www.fca.org.uk/firms/financialservices-register.

CALL-OFF START DATE:	18 December 2023 (Effective from 1 October 2023)
CALL-OFF EXPIRY DATE:	16 October 2026
CALL-OFF INITIAL PERIOD:	3 Years
CALL-OFF OPTIONAL EXTENSION PERIOD:	2 Months

WORKING DAY

Monday – Friday excluding UK public holidays.

Weekend/on-call working may be required by exception.

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

Please note that firms instructed to act in connection with the Inquiry 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 staff who have previously advised any Core Participant group in relation to the work of the UK Covid-19 Inquiry.

CONFIDENTIALITY

As per the Terms and Conditions in RM6179 Core Terms and Call-Off Schedule 20 – Call-Off Specification.

IPR

As Per Clause 9 of the Core Terms

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.

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)

Total Contract value must not exceed **£37,635,940 (ex VAT)**

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4 and 5 in Framework Schedule 3 (Framework Prices)

VOLUME DISCOUNTS

REDACTED TEXT under FOIA Section 43 Commercial Interests.

REIMBURSABLE EXPENSES

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

DISBURSEMENTS

Payable when Disbursement incurred upon the instructions and approval of the Inquiry.

ADDITIONAL TRAINING CHARGE

Not applicable

SECONDMENT CHARGE

Not known

PAYMENT METHOD

PO / Invoice via BACS monthly in arrears.

BUYER'S INVOICING ADDRESS:

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

BUYER'S ENVIRONMENTAL POLICY

Found at: <https://www.gov.uk/government/publications/cabinet-office-environmental-policy-statement/cabinet-office-environmental-policy-statement>

BUYER'S SECURITY POLICY

See details in Call-Off Schedule 9 (Security Management)

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

Progress will be discussed in Contract meetings.

PROGRESS REPORT FREQUENCY

Contract meetings shall take place on a monthly basis, in which progress will be discussed.

These meetings are separate to Contract Review meetings, which will take place on a quarterly basis.

More information can be found in Call-Off Schedule 20 (Call-Off Specification) and Call-Off Schedule 15 (Call-Off Contract Management).

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

Contract Meetings - Monthly

Contract Review Meetings - Quarterly

KEY STAFF

Buyer:

REDACTED TEXT under FOIA Section 40, Personal Information.

Supplier:

REDACTED TEXT under FOIA Section 40, Personal Information.

KEY SUBCONTRACTOR(S)

Fieldfisher LLP

COMMERCIALLY SENSITIVE INFORMATION

Supplier Pricing Information, including volume discounts

SERVICE CREDITS

N/A

ADDITIONAL INSURANCES

Joint Schedule 3 (Insurance Requirements)

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

See details in Call-Off Schedule 20 (Call-Off Specification) and Call-Off Schedule 14 (Service Levels) (specifically for Social Value KPI).

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:	Partner	Role:	Deputy Commercial Director
Date:	15 December 2023	Date:	18 December 2023