

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

Order Form

CALL-OFF REFERENCE: C259353

THE BUYER: The Secretary of State for Health and Social Care,
acting as part of the Crown

BUYER ADDRESS Department for Health and Social Care, 39 Victoria
Street, London SW1H 0EU

THE SUPPLIER: Slaughter and May

SUPPLIER ADDRESS: 1 Bunhill Row, London EC1Y 8YY

REGISTRATION NUMBER: 55388 (SRA number)

DUNS NUMBER: **28-854-8605**

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated upon signature of both parties.

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 2 – Finance and Complex Legal 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 **C259353** Call-Off reference number]
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - 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 20 (Call-Off Specification)
 - 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

The following Special Terms are incorporated into this Call-Off Contract:

In the event any of the Special Terms listed below conflict with any other term within this Call-Off Contract, the Special Terms listed below will prevail.

1. Special Term 1 Liability Cap

- 1.1 The limitation of liability in Clause 11 of the Core Terms, as amended by the Framework Special Terms, is amended as follows:
- 1.2 The total aggregate and collective liability of the Supplier, its partners and its employees for claims in any way arising out of or directly or indirectly relating to this Call-Off Contract shall be limited to £75,000,000 (seventy-five million pounds sterling). This total aggregate limit shall apply to: (i) the Buyer; (ii) any other client of the Supplier for this Call-Off Contract; and (iii) any other person to whom (at the Buyer's request or with the Buyer's knowledge) the Supplier owes a duty of care in relation to the Call-Off Contract.
- 1.3 Further (and subject always to the limitation set out at Special Term 1.2 above), the Buyer's recourse (together with that of any other client of the Supplier in respect of this Call-Off Contract and any other person to whom, at the Buyer's request or with the Buyer's knowledge, the Supplier owes a duty of care in relation to this Call-Off Contract) for any claim brought against the Supplier, its partners or any of its employees (and the liability of the Supplier, its partners and its employees for any claim) shall be limited to the partnership property (as defined in Special Term 1.8 below) of the Supplier. The Buyer, therefore, agrees that as regards any claim: (a) the claim (and any liability for it) may be enforced, and the Buyer will have recourse, only against such partnership property and not against any other property whatsoever, including (without limitation) the personal assets of any individual partner of the Supplier or any of its employees; and (b) if there is a shortfall after the Buyer has enforced the Buyer's claim against such partnership property, any liability which the Supplier, any individual partner of the Supplier or any of its employees may have had in respect of that shortfall will be released and extinguished.
- 1.4 Where the Supplier and one or more other persons are liable for damage suffered by the Buyer, the Supplier's liability for such damage shall be limited to such sum as the Supplier ought reasonably to pay having regard to its responsibility for that damage. This shall be on the basis that any other such person is deemed to have paid to the Buyer by way of contribution such sum as may be appropriate having regard to the extent of their own responsibility for that damage (ignoring any cap, limitation or exclusion of liability that the Buyer may have agreed with them) even if such sum has not in fact been paid for any reason (including insolvency).

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- 1.5 All limitations of liability in these Special Terms will apply regardless of whether the liability is direct or indirect, whether it is in contract, equity, tort (which includes negligence and misrepresentation), fiduciary or statutory duty or otherwise and whether it relates to an act, omission, statement or delay.
- 1.6 Nothing in these Special Terms shall limit the liability of any person to the Buyer for fraud on the Supplier's part (or fraud carried out by any of the Supplier's employees), death or personal injury.
- 1.7 None of the limitations are intended to: (a) apply to the exclusion of any other; or (b) have the effect of limiting the Supplier's liability below the minimum amount allowed by the Supplier's professional rules. Where any limitation would otherwise result in (b) occurring, that limitation shall instead limit the Supplier's liability to the minimum amount allowed by its professional rules.
- 1.8 In Special Term 1.3, references to "partnership property" are to all property (and rights and interests in property) acquired on account of the Supplier, or for the purposes and in the course of the Supplier's businesses, and include any right of indemnity of the Supplier, the partners of the Supplier or any of its employees under the Supplier's professional indemnity insurance policies but exclude any right to seek contribution or indemnity from or against any partner of the Supplier or any of its employees, or any similar right however it arises.
- 1.9 References in Special Term 1.4 above to a "person" are to any person (other than a partner of the Supplier or any of its employees) who is providing advice or services to the Buyer whether or not of a legal nature.
- 1.10 Contrary to Clause 11.5 of the Core Terms as amended by the Framework Award Form, any indemnity given by the Supplier to the Buyer shall be subject to the liability cap as set out above.

2. Special Term 2 Back up of Government Data

- 2.1 The Supplier's systems will not allow for off-site backups of Government Data to be sent to the Buyer every 6 months as the Supplier's system records only the Supplier's own file. Instead, the Supplier will normally send original signed documents to the Buyer for safekeeping at the end of a matter. The Supplier may keep, for its own records, copies of any material it sends to the Buyer.

- 2.2 Save for any original signed documents that the Supplier agrees in writing to hold for the Buyer for safekeeping, the Supplier reserves the right to destroy or delete any material relating to the Buyer's matter without further reference to the Buyer. The Supplier will, however, normally retain material relating to a matter that it considers significant for at least ten years. The Buyer may not require the Supplier to destroy copies of such material on demand.
- 2.3 Upon request, the Supplier will send the Buyer any final document or other material that: (a) the Supplier prepares or settles for the Buyer (whether alone or in conjunction with any other person) during the course of the Buyer's matter; and (b) is the object of the matter and may, at the Supplier's discretion, supply the Buyer with copies of any other material the Supplier holds that relates to Buyer's matter. If the Buyer asks the Supplier to search its files for electronic material that belongs to the Buyer or that otherwise relates to the Buyer's matter, the Supplier shall carry out what the Supplier deems to be a reasonable search, using search terms determined by the Supplier, and may make a reasonable charge for the costs incurred and time spent in identifying and retrieving such material.

3. Special Term 3 Working with others

- 3.1 If the Buyer retains another person to provide it with advice or services, the Supplier shall have no liability for the advice or services provided by them, nor will the Supplier be responsible for checking the adequacy or completeness of their advice or services. This is so whether the Buyer has instructed them directly or whether the Supplier has instructed them on the Buyer's behalf. However: (a) if the Supplier recommends another person to the Buyer, the Supplier will take reasonable care to ensure that it has recommended a person whom the Supplier reasonably believes to be suitable (by reference to the standards of the jurisdiction concerned) to provide such advice or services; and (b) if the Supplier instructs another person on the Buyer's behalf, the Supplier will take reasonable care to ensure that they are instructed adequately.
- 3.2 If the Supplier has instructed another person on the Buyer's behalf, they may, for convenience, address their bills to the Supplier as the Buyer's agent and the Supplier will show those charges as an expense on the Supplier's own bills to the Buyer. This will not indicate an assumption of responsibility by the Supplier for the advice or services provided by any such person.

4. Special Term 4 Use of documents and advice

- 4.1 If any material prepared or settled by the Supplier or any advice given by the Supplier to the Buyer during the course of a matter is subsequently used by the Buyer or anyone else (in whole or in part) in relation to any other matter where

the Supplier has not been specifically engaged to advise, the Supplier will have no liability in relation to that other matter or the material or advice (or part) that is used.

5. Special Term 5 – Freedom of information and transparency

- 5.1 It is the Supplier's view that conditions set out in these Special Terms are confidential and information which, if released, could harm the Supplier's commercial interests. It is therefore the Supplier's understanding that these Special Terms will be kept confidential and will not be disclosed to third parties, whether under any law relating to freedom of information or otherwise. In addition, in the event that the Buyer receives an application under any law relating to the freedom of information, or otherwise, for the release of this information, it is the Supplier's understanding that the Buyer will inform the Supplier of this as soon as possible and consult with the Supplier before any decision is taken on how to respond to the application.

CALL-OFF START DATE: 22 April 2024

CALL-OFF EXPIRY DATE: On completion of the Deliverables

CALL-OFF INITIAL PERIOD: 24 Months

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).

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

MANAGEMENT OF CONFLICT OF INTEREST

As set out in Clause 32 of the Core Terms, as amended by the Framework Special Terms.

CONFIDENTIALITY

As set out in Clause 15 of the Core Terms.

IPR

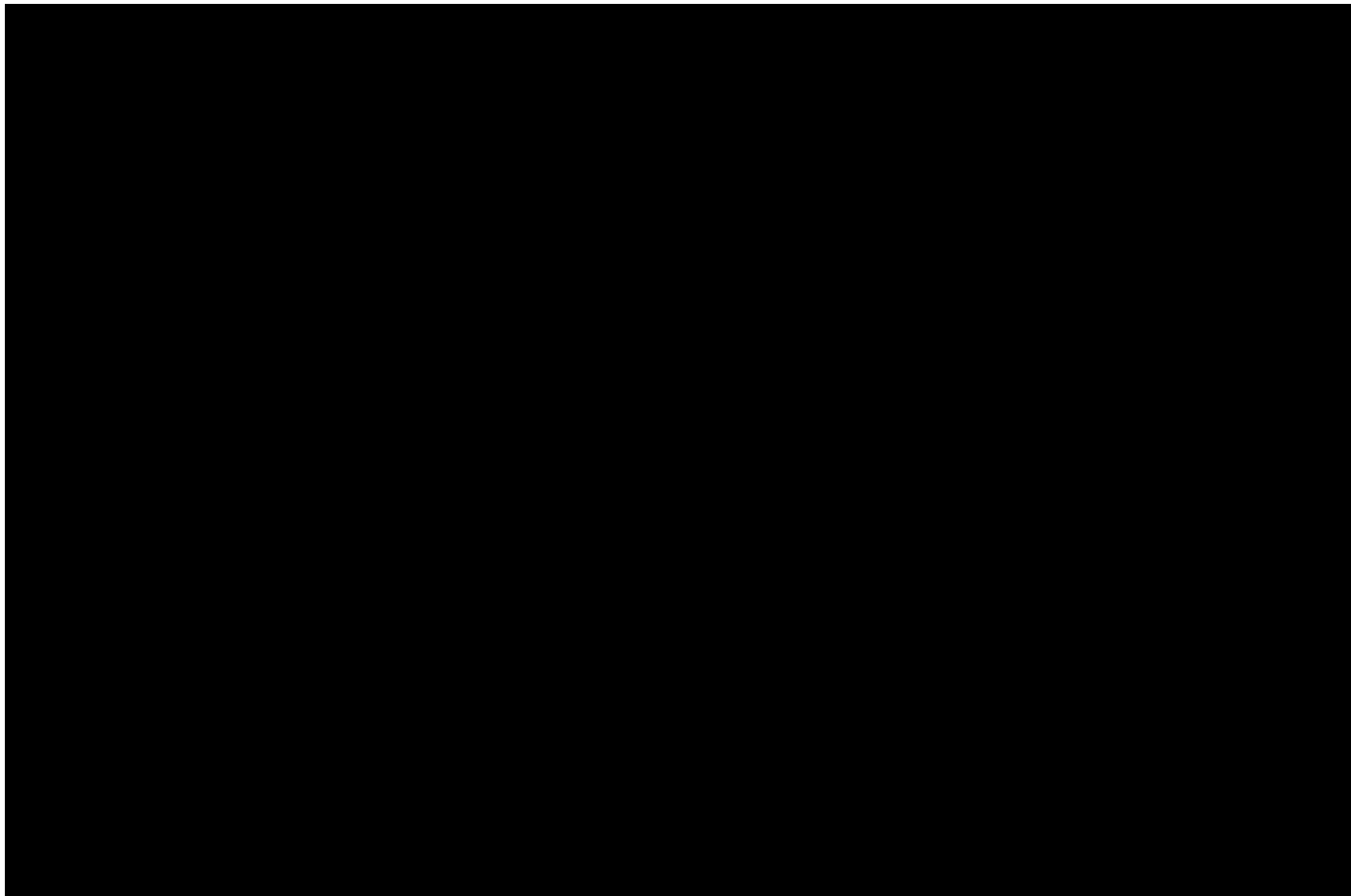
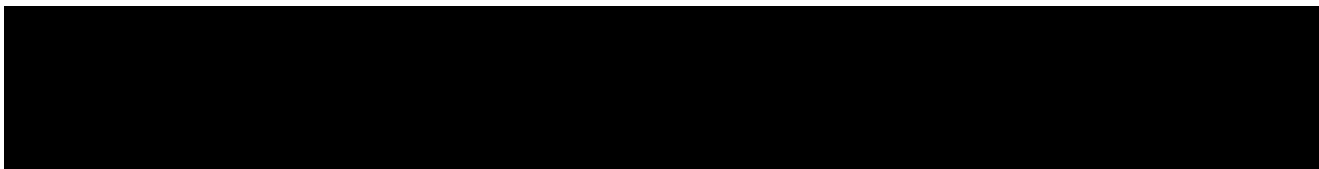
Clause 9 (IPRs) assigns all IPRs in the outputs from the Deliverables to the Supplier, with a licence from the Supplier to the Buyer to use, transfer and sub-licence such rights.

MAXIMUM LIABILITY

Framework Ref: RM6179

Project Version: v1.0

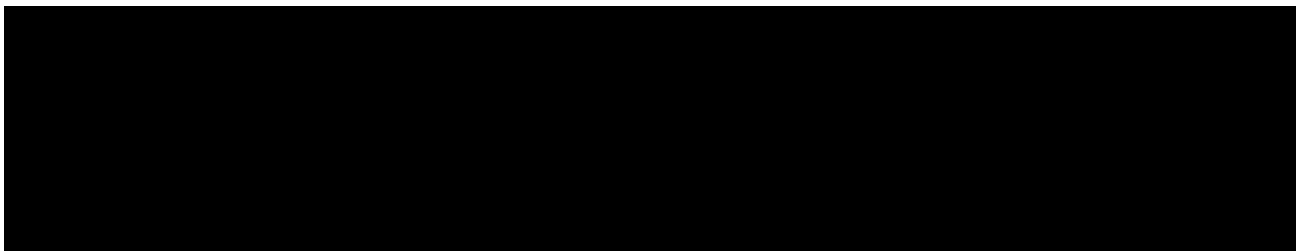
Model Version: v3.7



The Supplier shall be entitled to increase the hourly rates in accordance with Framework Schedule 3 (Framework Prices) on 1 December 2024.

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.



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REIMBURSABLE EXPENSES

None

DISBURSEMENTS

Not Payable

ADDITIONAL TRAINING CHARGE

Not applicable

SECONDMENT CHARGE

Not applicable

PAYMENT METHOD

As detailed on invoices submitted.

BUYER'S INVOICING ADDRESS:

[Redacted]

[Redacted]

Please also copy to [Redacted] for budget tracking purposes.

[Redacted]

Final invoices, once approved, to be submitted (in PDF) as above bearing a valid PO number. Any invoice submitted without a PO number will not be paid.

BUYER'S AUTHORISED REPRESENTATIVE

[Redacted]



BUYER'S ENVIRONMENTAL POLICY

Available on request

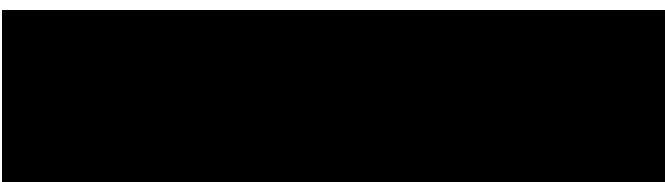
BUYER'S SECURITY POLICY

Available on request

BUYER'S ICT POLICY

Available on request

SUPPLIER'S AUTHORISED REPRESENTATIVE



SUPPLIER'S CONTRACT MANAGER

Not applicable.

PROGRESS REPORT

Work in Progress meetings for ongoing advice

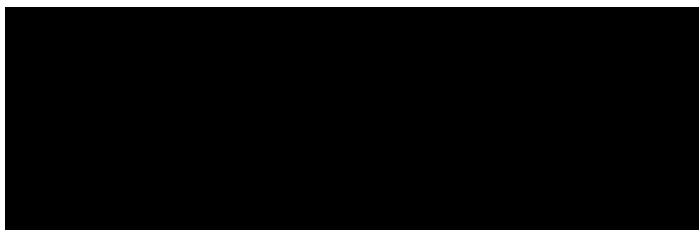
PROGRESS REPORT FREQUENCY

TBC

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

Weekly

KEY STAFF



KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION
Supplier's Commercially Sensitive Information

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

There's a guarantee of the Supplier's performance provided for all Call-Off Contracts entered under the Framework Contract

SOCIAL VALUE COMMITMENT

Not applicable

