

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

Order Form

CALL-OFF REFERENCE: Origin Packaging Ltd v Secretary of State for Health and Social Care – Z2303921

THE BUYER: UK Health Security Agency (UKHSA)

ADDRESS: 61 Colindale Avenue, London NW9 5EQ

SUPPLIER: Sharpe Pritchard LLP

SUPPLIER ADDRESS: Elm Yard, 10-16 Elm Street, London, WC1X 0BJ

REGISTRATION NUMBER: OC378650

DUNS NUMBER: N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 07 February 2025.

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.
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
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer) - Part C only (No Staff Transfer on the Start Date)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 20 (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

CALL-OFF START DATE:	07 February 2025
CALL-OFF EXPIRY DATE:	11 August 2025
CALL-OFF INITIAL PERIOD:	6 months

WORKING DAY

Framework Ref: RM6179
Project Version: v1.0
Model Version: v3.7

For the purposes of this Call-Off Contract, "**Working Day**" shall mean any day, including Saturdays and Sundays and public holidays.

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:

Nothing additional to the CCS Core Terms (Version 3.0.11).

CONFIDENTIALITY:

Nothing additional to the CCS Core Terms (Version 3.0.11).

IPR:

Nothing additional to the CCS Core Terms (Version 3.0.11).

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

The Estimated Charges for the Call-Off used to calculate liability in the first Contract Year is **£368,042.80** excluding VAT.

The Supplier shall charge for the Services at the rates set out in the table below:

[illegible]

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

Disbursements shall only be payable where the Buyer has authorised that the disbursements may be incurred in advance

PAYMENT METHOD

Payment by Purchase Order on receipt of a valid invoice.

Draft invoices must be submitted to the GLD Lead Lawyers in charge of work

[REDACTED]
for approval. Once the draft invoice has been approved, the invoice should be sent to the Buyer's Invoicing Address [REDACTED] quoting the correct PO number (to be provided).

Please copy in [REDACTED] for tracking purposes.

Final invoices to be submitted as below.

[REDACTED]

BUYER'S INVOICING ADDRESS:

[REDACTED]
UKHSA Accounts Payable
Accounts Payable Team
Manor Farm Road

Porton Down
Salisbury
SP4 0JG

BUYER'S AUTHORISED REPRESENTATIVES

[REDACTED]

[REDACTED]

[REDACTED]

ADDITIONAL TRAINING CHARGE:

None

SECONDMENT CHARGE:

None

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:



PROGRESS REPORT

The Supplier shall prepare at no cost to the Buyer a WIP report detailing:

1. the charges billed to date on the matter; and
2. the current level of unbilled charges (WIP) on the matter.

PROGRESS REPORT FREQUENCY

The Supplier shall prepare a WIP report on a fortnightly basis and provide this to the Buyer unless agreed otherwise.

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

The Supplier's Authorised Representative or their nominated deputy shall meet with the Buyer to review progress on matters on which the Supplier is instructed under this Call-Off Contract. The frequency of such meetings will be agreed between the parties and shall take place via Microsoft Teams or equivalent.

KEY STAFF



KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

As per Joint Schedule 4 (Commercially Sensitive Information)

SERVICE CREDITS

Not Applicable

ADDITIONAL INSURANCES

Not applicable




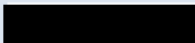

GUARANTEE

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

SOCIAL VALUE COMMITMENT

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The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments established at Framework level.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	