

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

Order Form

CALL-OFF REFERENCE:



THE BUYER:

The Department of Business, Energy and
Industrial Strategy
1 Victoria Street, London SW1H 0ET
&
The Department for Health and Social Care
39 Victoria Street, London SW1H 0EU

THE SUPPLIER:

Mills & Reeve LLP

SUPPLIER ADDRESS:

24 Monument Place,
Monument Street,
London, EC3R 8AJ

REGISTRATION NUMBER:

OC326165

DUNS NUMBER:

219268914

SID4GOV ID:

None

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 3rd of April 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(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, those schedules are not being used. 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 1 (Definitions)
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 5 (Corporate Social Responsibility)
 - 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 4 (Call-Off Tender)
 - 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 14 (Service Levels)
 - Call-off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 24 (Special Schedule)
 - [Call-Off Schedule 25 (Secondment Agreement Template)]
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 START DATE: **1st of June 2022**

CALL-OFF EXPIRY DATE: **31st May 2023**

CALL-OFF INITIAL PERIOD: **12 Months**

CALL-OFF OPTIONAL EXTENSION PERIOD: 12 Months

EXTENSION PERIOD EXPIRY DATE: 31st May 2024

SPECIAL TERM

This Contract will be between Mills & Reeve LLP and BEIS on behalf of each of itself and DHSC (referred to as the 'Authority') together with any public authority or unit that shall assume all or any part of the role or functions of the VTF as notified to the Supplier from time to time. Please note that from March 2021, the Vaccines Task Force (VTF) became a joint unit of the Department of Business, Energy and Industrial Strategy (BEIS) and the Department of Health and Social Care (DHSC). As such, either authority may utilise the contract for services required along with any such public authority or successor to all or any part of the functions of the VTF as notified by the Authority to the Supplier from time to time.

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

If any issues related to conflict of interest arise the Supplier must inform the Buyer immediately.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

CALL-OFF CHARGES

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

REIMBURSABLE EXPENSES

None

SECONDMENT CHARGE

If a Secondment requirement arises during the Contract Period, it can be dealt with using the Variation Procedure and Joint Schedule 2 (Variations).

PAYMENT METHOD

The Buyer shall pay within 30 days of receipt of a valid, undisputed invoice by electronic funds transfer. Supplier to invoice at the end of each month.

BUYER'S INVOICING ADDRESS:

Invoices shall be provided to Department for Business, Energy and Industrial Strategy (BEIS), c/o UK SBS, Queensway House, West Precinct, Billingham, TS23

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2NF and emailed to:

[REDACTED] with a copy to
[REDACTED] and the contract manager.

The Supplier will invoice monthly in arrears (ie the invoice will be issued in the month following the month in which the work is carried out).

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]
Vaccines Taskforce Commercial Director
[REDACTED]
1 Victoria Street, Westminster, London SW1H 0ET

BUYER'S ENVIRONMENTAL POLICY

BEIS: Environmental Policy September 2021, available online at:
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/899333/BEIS_Environmental_Policy_2020.pdf

BUYER'S SECURITY POLICY

HMG Security Policy Framework Version 1.2 February 2022 available online at:
<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework#the-security-policy-framework>

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]
Partner, Commercial, IP and IT
[REDACTED]
24 King William Street
London EC4R 9AT

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
Partner, Commercial, IP and IT
[REDACTED]
24 King William Street
London EC4R 9AT

PROGRESS REPORT FREQUENCY

Monthly, in advance of progress meetings.

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

Monthly, dates and agenda to be agreed.

KEY STAFF

Call-Off Schedule 7 (Key Supplier Staff) applies.

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KEY SUBCONTRACTOR(S)

None

COMMERCIALLY SENSITIVE INFORMATION

Supplier's Commercially Sensitive Information includes the Supplier's Pricing Schedule

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES





Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

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 in Call-Off Schedule 4 (Call-Off Tender)]

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:	PARTNER	Role:	VTF Commercial Director
Date:	31/05/2022	Date:	01/06/2022