

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

Order Form

CALL-OFF REFERENCE: PS25046 - Legal support for recovery of Innovate UK grant funding from Prova Developments Limited

THE BUYER: UK Research and Innovation (UKRI)

BUYER ADDRESS Polaris House, North Star Avenue, Swindon, SN2 1FL

THE SUPPLIER: Burges Salmon LLP

SUPPLIER ADDRESS: One Glass Wharf, Bristol, BS2 0ZX

REGISTRATION NUMBER: OC307212

DUNS NUMBER: 738152433

SID4GOV ID: N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 19th March 2025

It's issued under the Framework Contract with the reference number Legal Services Panel RM6179 for the provision of Legal support for recovery of Innovate UK grant funding from Prova Developments Limited

CALL-OFF LOT(S):
Lot 1 – General Legal Advice and Services

Joint Schedule 5 (Corporate Social Responsibility)

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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. The following Schedules in equal order of precedence:
 - Joint Schedules for **RM6179**
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
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 - Call-Off Schedules for **PS25046**
 - 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 9 (Security) PART A
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 24 (Special Schedule)
4. CCS Core Terms (version 3.0.11)
5. 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:

Special Term 1



CALL-OFF START DATE: 20th March 2025

CALL-OFF EXPIRY DATE: 31st December 2025

CALL-OFF INITIAL PERIOD: 10 months

Joint Schedule 5 (Corporate Social Responsibility)

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CALL-OFF OPTIONAL EXTENSION PERIOD

Not Applicable

CALL-OFF DELIVERABLES

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

MANAGEMENT OF CONFLICT OF INTEREST

None so far as the Supplier and Customer are aware.

CONFIDENTIALITY

Clause 15 (What you must keep confidential) of the Core Terms shall apply

IPR

Clause 9 (Intellectual Property Rights (IPRs) of the Core Terms shall apply

MAXIMUM LIABILITY

CALL-OFF CHARGES

The Call-Off Charges set out below take into account the Buyer's entitlement to 2 free hours of initial consultation and legal advice.

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

Total Contract Value will not exceed £7,000.00 excluding VAT (initial work scope 1).

REIMBURSABLE EXPENSES

Recoverable as stated in the Framework Contract

DISBURSEMENTS

Payable

ADDITIONAL TRAINING CHARGE

Not Applicable

SECONDMENT CHARGE

Not Applicable

PAYMENT METHOD

The Supplier shall submit an invoice within 28 days of supplying the Supplies and or performing Services to the satisfaction of the Contracting Authority. The invoice shall show the amount of VAT payable and bear the Purchase Order number. Save where an invoice is disputed, the Contracting Authority shall pay the Contractor within 30 days of receipt of an invoice via BACS payment.

If you have a query regarding an outstanding payment, please contact our accounts payable section either by email to finance@uksbs.co.uk between 09:00 and 17:00 Monday to Friday.

Joint Schedule 5 (Corporate Social Responsibility)

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The Supplier must facilitate payment by the Buyer of the Charges under a Call-Off Contract under any method agreed with the Buyer in the Order Form.

The Supplier must facilitate a change of payment method during the term of any Call-Off Contract.

The Supplier shall not charge the Buyer for a change in payment method during the term of the Call-off Contract.

BUYER'S INVOICING ADDRESS:

UK Research and Innovation

Polaris House,

North Star Avenue,

Swindon,

SN2 1FL

Finance@uksbs.co.uk

BUYER'S AUTHORISED REPRESENTATIVE

BUYER'S ENVIRONMENTAL POLICY

<https://www.ukri.org/who-we-are/policies-standards-and-data/>

BUYER'S SECURITY POLICY

<https://www.ukri.org/who-we-are/policies-standards-and-data/>

BUYER'S ICT POLICY

Not Applicable

SUPPLIER'S AUTHORISED REPRESENTATIVE

SUPPLIER'S CONTRACT MANAGER

PROGRESS REPORT

Supplier to analyse case information provided by UKRI Innovate UK and advise of the recommended next steps and actions. This must take the form of a written advice note.

PROGRESS REPORT FREQUENCY

As required, probably at the end of this initial engagement phase.

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY

Progress updates will be provided according to the outcomes of the work and at least monthly.

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Framework Ref: RM6179

Project Version: v1.0

Model Version: v3.2

Joint Schedule 5 (Corporate Social Responsibility)
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KEY STAFF



KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

Not Applicable

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).

