

PANEL AGREEMENT SCHEDULE 4
ORDER FORM AND TERMS AND CONDITIONS

SECTION A

- (i) This Order Form dated **13 August 2020** is issued in accordance with the provisions of the Panel Agreement for the provision of general legal services.
- (ii) The Supplier agrees to supply the Ordered Panel Services specified below on and subject to the terms of this Legal Services Contract.
- (iii) For the avoidance of doubt this Legal Services Contract consists of the terms set out in this Order Form and the Terms and Conditions.
- (iv) By signing and returning this Order Form (which may be done by electronic means) the Supplier agrees to enter this Legal Services Contract with the Customer to provide the Ordered Panel Services in accordance with this Order Form and the Terms and Conditions.
- (v) The Parties hereby acknowledge and agree that they have read this Order Form and the Terms and Conditions and by signing below agree to be bound by this Legal Services Contract.
- (vi) In accordance with paragraph 7 of Panel Schedule 5 (Ordering Procedure), the Parties hereby acknowledge and agree that this Legal Services Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of this Order Form (together with the Terms and Conditions) from the Supplier within two (2) Working Days from such receipt.

1.1	Vaccine Capacity Reservation and Supply Agreement – 46617.7 Antibodies – 46617.6
1.2	Department for Business, Energy & Industrial Strategy 1 Victoria Street London SW1H 0ET ("CUSTOMER")
1.3	Burges Salmon LLP One Glass Wharf

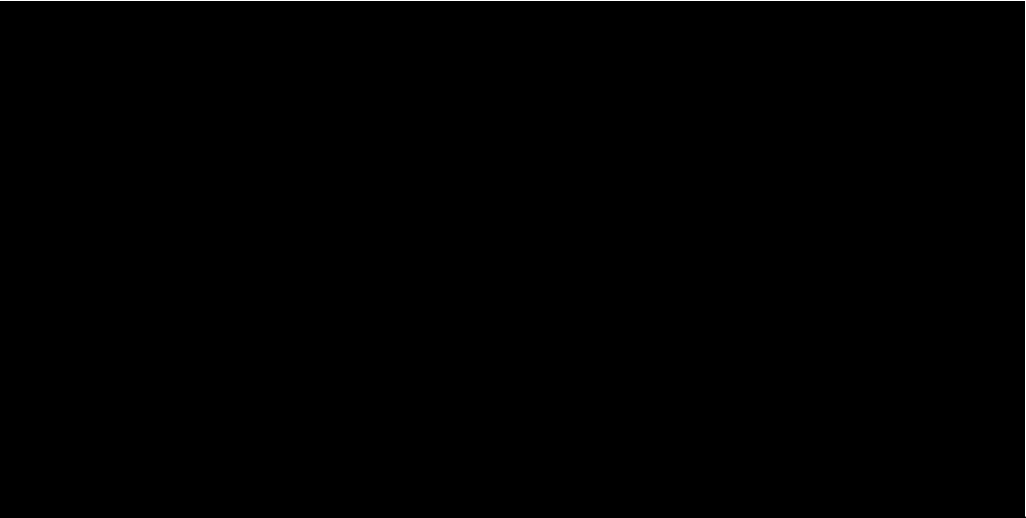

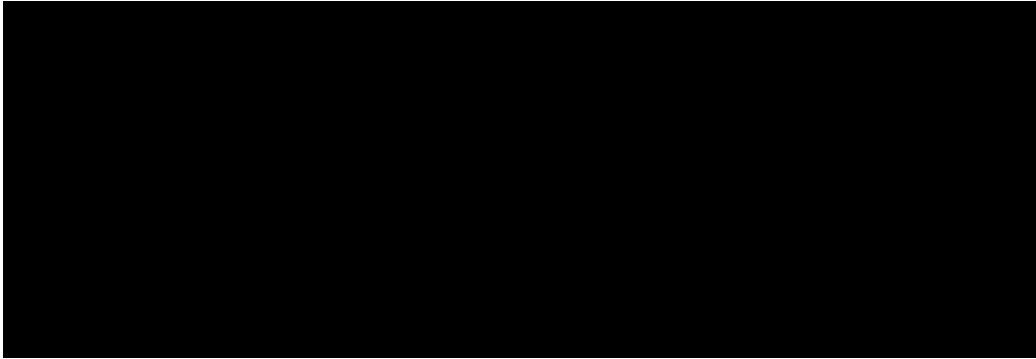
	Bristol BS2 0ZX LLP number OC307212 ("SUPPLIER")
1.4	Commencement Date: [REDACTED]
1.5	Term : [REDACTED]
1.6	Signed for and on behalf of the Customer by an authorised representative:
	For BEIS: Name and Title: [REDACTED] (Director of Strategy, BEIS Vaccine Task Force)
	Signature: [REDACTED]
	Date: 23 September 2020
1.7	Signed for and on behalf of the Supplier by an authorised representative:
	Name and Title: [REDACTED]
	Signature: [REDACTED]
	Date: 13 August 2020

SECTION B

1. PANEL SERVICES



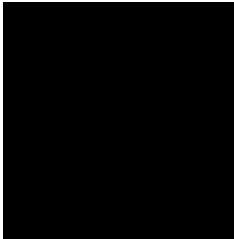
1.1	<p>Panel Services:</p> <p>To provide advice for BEIS on the following projects, as instructed on an ongoing basis:</p> <p>[REDACTED]</p> <p>Antibody scope:</p> <p>The Supplier has been asked to support the Customer in relation to the Antibodies programme.</p> <p>This currently includes:</p> <ul style="list-style-type: none">- the negotiation and agreement of contracts [REDACTED] [REDACTED] for the provision of services supporting the rapid preparation of candidate monoclonal antibodies targeting SARS-CoV-2 for clinical assessment. This support includes the negotiation and agreement of Letters of Commitment and the negotiation and agreement of Master Services Agreements between such parties along with ancillary agreements on matter such as licencing, quality assurance and confidentiality;- the preparation and negotiation of Materials Transfer Agreements between the Customer and certain sequencers. <p>The matter is proceeding at a rapid pace and the scope of instructions will continue to evolve.</p> <p>Such scope and the addition of any further request to advise will be discussed and agreed between the Parties in writing prior to commencement of any such work.</p>
1.2	<p>Management and review of the Services</p> <p>Reviews will be conducted in accordance with Clauses 3.2 and 3.3 of this Legal Services Contract.</p>
1.3	<p>Place of performance</p> <p>Ordered Panel Services will principally be performed at the Supplier's Bristol and London offices.</p>

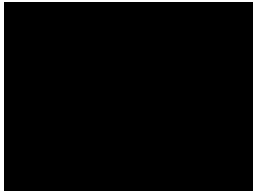
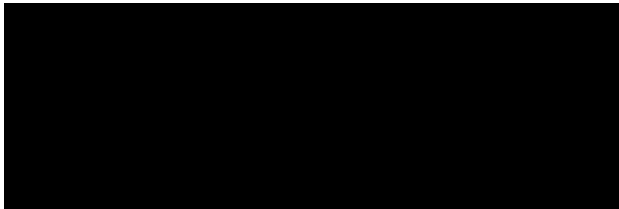
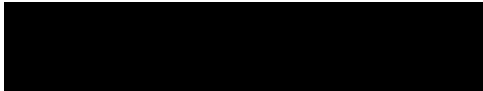
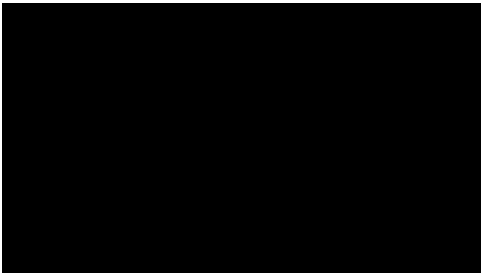
2. CHARGES



2.1	Hourly Rates 
2.2	Estimate of Charges  <p>On the basis of the information currently available to us it is estimated that total fees for support:</p>  <p>The Supplier shall keep the Customer updated on fees incurred and will discuss any agree updates to the above estimate as this develops.</p> <p><i>**Please note that we have been providing weekly updates on our fees across all workstreams on an ongoing basis since the start of the project so that BEIS is fully sighted on our fees.</i></p>
2.3	Fixed Price Not Used.
2.4	Capped Price Not Used.

2.5	<p>Other Costs</p> <p>Reimbursable Expenses</p> <p>Payable</p> <p>Expenses shall only be payable where the Customer has authorised that the Expenses may be incurred in advance.</p> <p>Disbursements</p> <p>Payable</p> <p>Disbursements shall only be payable where the Customer has authorised that the Disbursements may be incurred in advance.</p> <p>Additional training</p> <p>Not applicable</p> <p>Secondment Charge</p> <p>Not applicable</p>
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3. MISCELLANEOUS

3.1	<p>CUSTOMER REPRESENTATIVES</p> 
3.2	<p>SUPPLIER REPRESENTATIVE</p> 
3.3	<p>KEY PERSONNEL</p> 

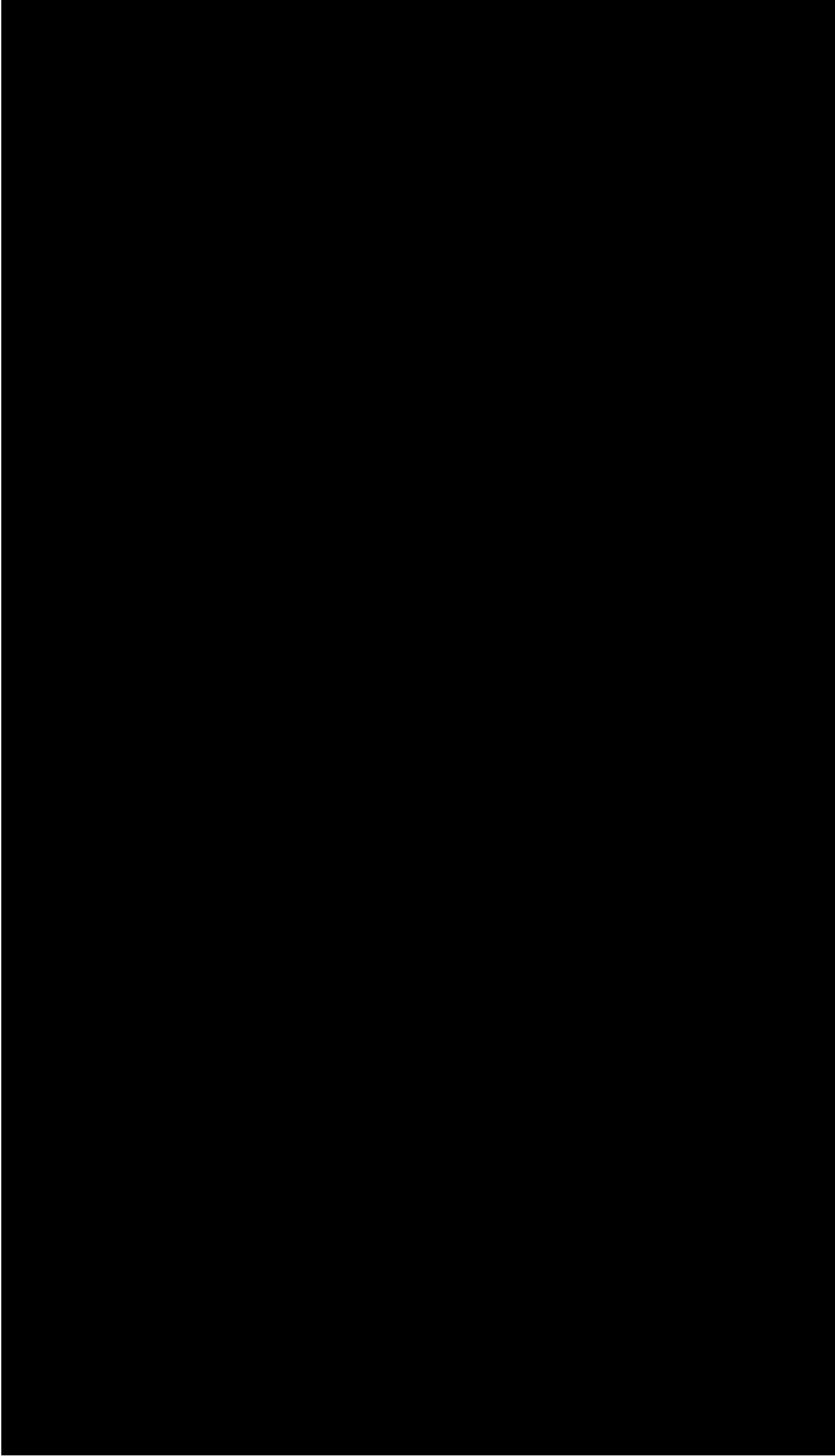
	
3.4	<p>NOTICES</p> <p>CUSTOMER:</p> <p>Department for Business, Energy & Industrial Strategy 1 Victoria Street London SW1H 0ET</p>  <p>SUPPLIER:</p> <p>Burges Salmon LLP One Glass Wharf Bristol BS2 0ZX</p> 
3.5	<p>CUSTOMER BILLING ADDRESS</p> <p>Department for Business, Energy & Industrial Strategy 1 Victoria Street London SW1H 0ET</p>
3.6	<p>SUPPLIER BANK DETAILS</p> 

	
3.7	CUSTOMER'S PURCHASE ORDER NUMBER 
3.8	APPROVED SUB-CONTRACTORS n/a
3.9	BCDR n/a
3.10	Exit Management: Not applied.
3.11	Transparency Reports In Contract Schedule 4 (Transparency Reports)
3.12	Call Off Guarantee (Clause 10 of the Legal Service Contract): Not required.

4. VARIATIONS TO THE TERMS AND CONDITIONS

4.1	Liability cap 
4.2	Conflicts of Interest None so far as the Supplier and Customer are aware.
4.3	Confidentiality Clause 9 (Protection of Information) shall apply.
4.5	Intellectual Property Rights Clause 8 (Intellectual Property Rights) shall apply.

4.6	Variations The Supplier has also provided an engagement letter and terms of business (a regulatory requirement) to supplement these terms. In the event of any conflict between (i) this Order Form and Legal Services Contract or any applicable provisions of the Panel Agreement, and (ii) the engagement letter and terms of business provided by the Supplier, the terms of this Order Form and Legal Services Contract or the applicable provisions of the Panel Agreement (as applicable) shall take precedence.
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