

General Aerospace Legal Panel (GALP)

Full contract of schedules and Framework Award Agreement





Framework Award Form

This Framework Award Form creates the Framework Contract. It summarises the main features of the procurement and includes UKEF and the Supplier's contact details.

| | | |
|--|------------------------------|--|
| | UKEF / Authority | <p>The Secretary of State acting through the Export Credits Guarantee Department (operating as UK Export Finance) (UKEF)</p> <p>Its offices are on: 1 Horse Guards Rd, London SW1A 2HQ</p> |
| | Supplier | <p>Name: Norton Rose Fulbright LLP</p> <p>Address: 3 More London Riverside, London, SE1 2AQ</p> <p>Registration number: OC328697</p> |
| | Framework Contract | <p>This framework contract between UKEF and the Supplier allows the Supplier to be considered for Call-off Contracts to supply the Deliverables.</p> <p>This opportunity is advertised in the Contract Notice in the Find a Tender Service reference 2021/S 000-027899.</p> |
| | Deliverables | <p>Advice related to transactions for the financing of:</p> <ul style="list-style-type: none"> - Airbus aircraft where legal counsel is not otherwise procured from a separate panel established jointly by UKEF and the French and German Export Credit Agencies; - Aircraft produced by other manufacturers (e.g., Boeing); and - Aircraft engines and other aerospace assets and services. This includes restructuring and post-issue work relating to such transactions. <p>See Framework Schedule 1 (Specification) for further details.</p> |
| | Framework Start Date | 27/05/2022 |
| | Framework Expiry Date | 26/05/2026 |



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| | Framework Optional Extension Period | There will be no option to extend this Framework. |
| | Order Procedure | See Framework Schedule 7 (Call-off Award Procedure) |
| | Framework Incorporated Terms (together these documents form the 'the Framework Contract') | <p>The following documents are incorporated into the Framework Contract. <u>Where numbers are missing we are not using these schedules.</u> If the documents conflict, the following order of precedence applies:</p> <ol style="list-style-type: none"> 1. This Framework Award Form 2. Any Framework Special Terms (see Section 10 'Framework Special Terms' in this Framework Award Form) 3. Joint Schedule 1 (Definitions) 4. Joint Schedule 11 (Processing Data) 5. The following Schedules (in equal order of precedence): <ul style="list-style-type: none"> ○ Framework Schedule 1 (Specification) ○ Framework Schedule 3 (Framework Prices) ○ Framework Schedule 4 (Framework Management) ○ Framework Schedule 5 (Management Charges and Information) ○ Framework Schedule 6 (Order Form Template and Call-Off Schedules) including the following template Call-Off Schedules: <ul style="list-style-type: none"> ▪ Call-Off Schedule 1 (Transparency Reports) ▪ Call-Off Schedule 2 (Staff Transfer) ▪ Call-Off Schedule 3 (Continuous Improvement) ▪ Call-Off Schedule 4 (Call-Off Tender) ▪ Call-Off Schedule 5 (Pricing Details) ▪ Call-Off Schedule 6 (ICT Services) ▪ Call-Off Schedule 7 (Key Supplier Staff) ▪ Call-Off Schedule 8 (Business Continuity and Disaster Recovery) ▪ Call-Off Schedule 9 (Security) ▪ 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(Affiliate Firms) ○ Framework Schedule 7 (Call-Off Award Procedure) ○ Framework Schedule 9 (Cyber Essentials Scheme) ○ Joint Schedule 2 (Variation Form) ○ Joint Schedule 3 (Insurance Requirements) |



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| | | <ul style="list-style-type: none"> ○ Joint Schedule 4 (Commercially Sensitive Information) ○ Joint Schedule 6 (Key Subcontractors) ○ Joint Schedule 7 (Financial Difficulties) ○ Joint Schedule 10 (Rectification Plan) ○ Joint Schedule 12 (Supply Chain Visibility) <p>6. Core Terms</p> <p>7. Joint Schedule 5 (Corporate Social Responsibility)</p> <p>8. Framework Schedule 2 (Framework Tender) as long as any part of the Framework Tender that offers a better commercial position for UKEF (as decided by UKEF) take precedence over the documents above</p> |
| | Framework Prices | Details in Framework Schedule 3 (Framework Prices) |
| | Insurance | Details in Annex of Joint Schedule 3 (Insurance Requirements). |
| | Cyber Essentials Certification | Cyber Essentials Scheme Basic Certificate (or equivalent ISO27001). Details in Framework Schedule 9 (Cyber Essentials Scheme) |
| | Supplier Framework Manager | [Redacted] |
| | Supplier Authorised Representative | [Redacted] |
| | Supplier Compliance Officer | [Redacted] |
| | Supplier Data Protection Officer | [Redacted] |
| | Data Protection Liability Cap | £10,000,000 |



| | | |
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| | UKEF Authorised Representative | [Redacted] Legal Adviser/Team Leader and Project Lead for GALP [Redacted] |
|--|---|--|

For and on behalf of the Supplier:

Signature: [Redacted]

Name:
[Redacted]

Role: Partner

Date: 17/05/2022

For and on behalf of UKEF:

Signature:
[Redacted]

Name:
[Redacted]

Role: Chief
Executive

Date: 01/06/2022



Contents of Schedules

Contents

| | |
|--|----|
| Framework Award Form | 2 |
| Contents of Schedules | 6 |
| Framework Schedule 1 (Specification) | 13 |
| 1. Definitions | 13 |
| 3. Scope of the Requirement | 14 |
| 4. Out of Scope | 15 |
| 5. Mandatory Service Requirements | 16 |
| 6. Scope of Requirements | 23 |
| 7. Further Mandatory Requirements | 25 |
| 8. Social Value Priorities | 29 |
| Framework Schedule 2 (Framework Tender) | 31 |
| Framework Schedule 3 (Framework Prices) | 32 |
| 1. How Framework Prices are used to calculate Call-Off Charges | 32 |
| 2. How Framework Prices are calculated | 32 |
| 3. Are costs and expenses included in the Framework Prices | 32 |
| 4. AFFILIATE FIRM FEES | 32 |
| 5. When the Supplier can ask to change the Framework Prices | 33 |
| 6. Other events that allow the Supplier to change the Framework Prices | 34 |
| 7. When you will be reimbursed for travel and subsistence | 34 |
| 8. Currency Conversion | 35 |
| Annex 1: Rates and Prices | 35 |
| Framework Schedule 4 (Framework Management) | 36 |
| 1. Definitions | 36 |
| 2. How UKEF and the Supplier will work together | 36 |
| 3. Framework Management | 36 |
| 4. How the Supplier's Performance will be measured | 37 |
| 5. What the Supplier must do to measure their performance | 40 |
| 6. What to do if UKEF and the Supplier can't agree about the performance | 40 |
| 7. Marketing | 40 |
| Framework Schedule 5 (Management Information) | 42 |
| 1. How to provide management information to UKEF | 42 |



| | |
|--|----|
| 2. Reporting period | 42 |
| 3. Submitting the information | 42 |
| 4. How UKEF can use the Management Information | 42 |
| 5. What happens if the Management Information is wrong? | 43 |
| 6. Meetings | 43 |
| 7. What happens if Management Information Reports are not provided?..... | 43 |
| Annex: MI Reporting Template | 43 |
| Framework Schedule 6 (Order Form Template and Call-Off Schedules) | 44 |
| Framework Schedule 7 (Call-Off Award Procedure) | 52 |
| Part 1: Order Procedure..... | 52 |
| 1. Definitions | 52 |
| 2. How a Call-Off Contract is awarded | 52 |
| 3. How a direct award works | 52 |
| 4. How a further competition works..... | 53 |
| 5. Obligations to accept Orders | 55 |
| 6. No requirement to award | 55 |
| 7. Awarding and creating a Call-Off contract..... | 56 |
| Annex A: Prospectus | 56 |
| Part 2: Award Criteria | 57 |
| Annex B: Direct award criteria | 57 |
| Framework Schedule 9 (Cyber Essentials Scheme) | 59 |
| 1. Definitions | 59 |
| 2. What Certification do you need | 59 |
| Joint Schedule 1 (Definitions) | 61 |
| Joint Schedule 2 (Variation Form)..... | 62 |
| Joint Schedule 3 (Insurance Requirements) | 88 |
| 1. The insurance you need to have | 88 |
| 2. Currency of the Insurance Policy | 88 |
| 3. How to manage the insurance | 88 |
| 4. What happens if you aren't insured | 89 |
| 5. Evidence of insurance you must provide | 89 |
| 6. Making sure you are insured to the required amount | 89 |
| 7. Cancelled Insurance | 89 |
| 8. Insurance claims..... | 89 |
| ANNEX: REQUIRED INSURANCES | 90 |



| | |
|---|-----|
| Joint Schedule 4 (Commercially Sensitive Information) | 91 |
| 1. What is the Commercially Sensitive Information? | 91 |
| Joint Schedule 5 (Corporate Social Responsibility) | 92 |
| 1. What we expect from our Suppliers | 92 |
| 2. Equality and Accessibility | 92 |
| 3. Modern Slavery, Child Labour and Inhumane Treatment | 92 |
| 4. Income Security | 93 |
| 5. Working Hours | 93 |
| 6. Sustainability | 94 |
| Annex 1 | 94 |
| Joint Schedule 6 (Key Subcontractors) | 96 |
| 1. Restrictions on certain subcontractors | 96 |
| Joint Schedule 7 (Financial Difficulties) | 98 |
| 1. Definitions | 98 |
| 2. When this Schedule applies | 99 |
| 3. What happens when your credit rating changes | 99 |
| 4. What happens if there is a financial distress event | 100 |
| 5. When UKEF can terminate for financial distress | 101 |
| 6. What happens if your credit rating is still good | 101 |
| ANNEX 1: RATING AGENCIES | 102 |
| ANNEX 2: CREDIT RATINGS & CREDIT RATING THRESHOLDS | 102 |
| Joint Schedule 10 (Rectification Plan) | 103 |
| Joint Schedule 11 (Processing Data) | 105 |
| Status of the Controller | 105 |
| Where one Party is Controller and the other Party its Processor | 105 |
| Annex 1 - Processing Personal Data | 110 |
| Annex 2 - Joint Controller Agreement | 112 |
| Annex 3 - Controller to Controller Standard Contractual Clauses | 118 |
| Annex A - DATA PROCESSING PRINCIPLES | 125 |
| ANNEX B - DESCRIPTION OF THE TRANSFER | 126 |
| Annex 4 - Transfer of personal data from the UK to processors established in third countries (controller-to-processor transfers) | 128 |
| ANNEX A | 133 |
| ANNEX B | 135 |
| Joint Schedule 12 (Supply Chain Visibility) | 138 |



| | |
|--|-----|
| 1. Definitions | 138 |
| 2. Advertising Supply Chain opportunities..... | 138 |
| 3. Visibility of Supply Chain Spend | 139 |
| Annex 1 | 139 |
| Call-Off Schedule 1 (Transparency Reports) | 140 |
| Annex A: List of Transparency Reports | 140 |
| Call-Off Schedule 2 (Staff Transfer)..... | 141 |
| 1. Definitions | 141 |
| 2. INTERPRETATION | 143 |
| 3. Which parts of this Schedule apply..... | 143 |
| Part A: Staff Transfer at the Start Date | 144 |
| 1. What is a relevant transfer | 144 |
| 2. Indemnities UKEF must give | 144 |
| 3. Indemnities the Supplier must give and its obligations..... | 145 |
| 4. Information the Supplier must provide | 146 |
| 5. Cabinet Office requirements..... | 146 |
| 6. Pensions | 146 |
| Part B: Staff transfer at the Start Date..... | 146 |
| 1. What is a relevant transfer | 146 |
| 2. Indemnities given by the Former Supplier..... | 147 |
| 3. Indemnities the Supplier must give and its obligations..... | 148 |
| 4. Information the Supplier must give | 148 |
| 5. Cabinet Office requirements..... | 148 |
| 6. Limits on the Former Supplier's obligations | 148 |
| 7. Pensions | 149 |
| Part C: No Staff Transfer on the Start Date..... | 149 |
| 1. What happens if there is a staff transfer | 149 |
| 2. Limits on the Former Supplier's obligations | 150 |
| Part D: Pensions | 150 |
| 1. Definitions | 150 |
| 2. Supplier obligations to participate in the pension schemes..... | 151 |
| 3. Supplier obligation to provide information | 152 |
| 4. Indemnities the Supplier must give | 152 |
| 5. What happens if there is a dispute | 152 |
| 6. Other people's rights | 153 |



| | |
|--|-----|
| 7. What happens if there is a breach of this Part D | 153 |
| 8. Transferring New Fair Deal Employees | 153 |
| 9. What happens to pensions if this Contract ends | 153 |
| 10. Broadly Comparable Pension Schemes | 153 |
| Annex D1: | 154 |
| 1. Definitions | 155 |
| 2. Access to equivalent pension schemes after transfer | 155 |
| Annex D2: NHS Pension Schemes | 155 |
| 1. Definitions | 155 |
| 2. Membership of the NHS Pension Scheme | 157 |
| 3. Access to NHS Pension Schemes after transfer | 157 |
| 4. Continuation of early retirement rights after transfer | 158 |
| 5. What UKEF do if the Supplier breaches its pension obligations | 158 |
| 6. Compensation when pension scheme access can't be provided | 158 |
| 7. Indemnities that a Supplier must give | 158 |
| 8. Sub-Contractors | 159 |
| Annex D3: Local Government Pension Schemes (LGPS) | 159 |
| 1. Definitions | 160 |
| 2. Supplier must become a LGPS admission body | 160 |
| 3. Right of set-off | 161 |
| 4. Supplier ceases to be an LGPS Admission Body | 161 |
| 5. Discretionary benefits | 161 |
| Annex D4: Other Schemes | 161 |
| Part E: Staff Transfer on Exit | 161 |
| 1. Obligations before a Staff Transfer | 161 |
| 2. Staff Transfer when the contract ends | 164 |
| Call-Off Schedule 3 (Continuous Improvement) | 167 |
| 1. Supplier's Obligations | 167 |
| Call-Off Schedule 4 (Call Off Tender) | 168 |
| Call-Off Schedule 5 (Pricing Details) | 169 |
| Call-Off Schedule 7 (Key Supplier Staff) | 170 |
| Annex 1- Key Roles | 171 |
| Call-Off Schedule 8 (Business Continuity and Disaster Recovery) | 172 |
| 1. Definitions | 172 |
| 2. BCDR PLAN | 172 |



| | |
|--|-----|
| Review and changing the BCDR Plan | 172 |
| Testing the BCDR Plan..... | 173 |
| Invoking the BCDR Plan..... | 173 |
| Circumstances beyond your control | 173 |
| Call-Off Schedule 9 (Security) | 174 |
| Part A: Short Form Security Requirements..... | 174 |
| 1. Definitions | 174 |
| 2. Complying with security requirements and updates to them | 174 |
| 3. Security Standards | 175 |
| 4. Security Management Plan | 175 |
| 5. Security breach | 177 |
| Annex 1 – Additional UKEF Baseline security requirements..... | 178 |
| Call-Off Schedule 10 (Exit Management)..... | 182 |
| 1. Definitions | 182 |
| 2. Supplier must always be prepared for contract exit..... | 182 |
| 3. Assisting re-competition for Deliverables..... | 183 |
| 4. Termination Assistance | 183 |
| 5. Termination Assistance Period | 184 |
| 6. Obligations when the contract is terminated | 184 |
| 7. Sub-contracts and Software..... | 185 |
| 8. No charges | 186 |
| 9. Dividing the bills..... | 186 |
| Call-Off Schedule 14 (Service Levels) | 187 |
| 1. Definitions | 187 |
| 2. What happens if you don't meet the Service Levels | 187 |
| 3. Critical Service Level Failure..... | 188 |
| Part A: Service Levels and Service Credits | 188 |
| 1. Service Levels | 188 |
| 2. Service Credits..... | 189 |
| Annex A to Part A: Services Levels and Service Credits Table | 189 |
| Part B: Performance Monitoring..... | 190 |
| 1. Performance Monitoring and Performance Review | 190 |
| 2. Satisfaction Surveys | 191 |
| Call-Off Schedule 15 (Call-Off Contract Management)..... | 192 |
| 1. Definitions | 192 |



| | |
|---|-----|
| 2. Project Management | 192 |
| 3. Role of the Supplier Contract Manager | 192 |
| 4. Contract Risk Management | 192 |
| Annex: Contract Boards | 193 |
| Call-Off Schedule 20 (Call-Off Specification)..... | 194 |
| Call-Off Schedule 24 (Affiliate Firms) | 195 |
| 1. Introduction | 195 |
| 2. Definitions | 195 |
| 3. Use of Affiliate Firms | 195 |
| 4.1. The Supplier shall:..... | 195 |
| 5. Appointment of Affiliate Firm | 196 |
| 6 When appointment of an Affiliate Firm can be ended | 197 |
| 7 Replacing the appointed Affiliate Firm during the term of a Sub-Contract..... | 197 |
| Core Terms..... | 214 |



Framework Schedule 1 (Specification)

This Schedule sets out what UKEF wants.

For all Deliverables, the Supplier must help UKEF comply with any specific applicable Standards of UKEF.

The Deliverables and any Standards set out in the Schedule may be refined (to the extent permitted and set out in the Order Form) by UKEF during a Further Competition Procedure to reflect its Deliverables requirements for entering a particular Call-Off Contract.

1. Definitions

The following definitions shall be supplemental to those set out in Joint Schedule 1 (Definitions):

“Legal Project Manager” A legal project manager is a professional and established legal project manager working as part of the supplier team to deliver improved efficiency and cost effective service delivery;

“Mandatory Specialisms” the legal specialisms which the Supplier must provide regarding the supply of legal advice and associated services as part of the Deliverables;

“Matter Management” those activities, interpreted broadly, involved in managing all aspects of a corporate based legal practice;

“Matter Management System” a system of recording all matters, communications, documents and relevant data such as parties, matter type, providers and in-house counsel working on a particular matter;

“Public and Private for the purposes of this Framework Schedule 1

International Law” (Specification) means the laws of any country, other than England, Wales, Scotland and Northern Ireland and excluding EU Law;

“Social Value” the provision of social benefits relating to tackling workforce inequality, improving health and wellbeing and fighting climate change set out in this Framework Schedule 1 (Specification).



2. Introduction

2.1. The purpose of this Framework Schedule 1 (Specification) is to:

- set out the scope of the Services that the Supplier shall make available to UKEF under this Framework Contract;
- provide a description of the Services; and
- set out the specific Standards and requirements applicable to the provision of Services by the Supplier.

2.2. Paragraphs 5 to 7 of this Schedule set out the Mandatory Services and requirements that the Supplier is required to make available to UKEF as a condition of this Framework Contract.

2.3. The Supplier shall maintain the ability to provide the whole range of Mandatory Services and requirements during the Contract Period and subject to paragraph 5.1 of Framework Schedule 7 (Call-Off Award Procedure) shall accept all Orders from UKEF which fall within the scope of the Mandatory Services specified in Paragraph 6 and Paragraph 7 as applicable, provided that UKEF complies with the applicable requirements of this Framework Contract in respect of such Order(s).

UKEF Needs Statement

2.4. The General Aerospace Legal Panel has been designed to facilitate UKEF's access to legal services in respect of its expanded workstream supporting the export of aircraft, aircraft engines and other aviation assets and services.

2.5. This Framework is complemented by a separate existing framework for legal services in relation to transactions for the financing of Airbus aircraft jointly supported by Bpifrance Assurance Export, Euler Hermes Aktiengesellschaft and UKEF (the "Joint ECA Airbus Framework") which is expected to remain the primary route to market for UKEF to procure legal services for such transactions.

2.6. The policy drivers supporting the development and procurement of this Framework Contract are to:

- Provide UKEF with a streamlined route to market compliant with UK Law;
- Provide UKEF with access to market leading legal expertise and a market leading level of service covering all of the niche specialisms outlined in the Mandatory Services;
- Provide UKEF with access to high quality legal services; and
- Achieve value for money.

3. Scope of the Requirement



- 3.1. UKEF requires the legal expertise and services detailed in Paragraph 6 to be delivered with full project support and flexible resource.
- 3.2. In certain circumstances, it may be that the same project will require more than one supplier to provide Services.
- 3.3. The Supplier shall also support UKEF by providing resource to address gaps in existing legal expertise, periods of absence, lack of internal capacity and/or peaks in demand at short notice. A flexible and responsive approach from the Supplier is therefore essential.
- 3.4. This Framework Contract is predominantly for the provision of legal Services in the Law of England and Wales. However UKEF may require advice on the laws of other jurisdictions in respect of the Framework Contract's subject matter.
- 3.5. In the event that advice is required in respect of the laws of a jurisdiction other than England and Wales, the Supplier shall agree with UKEF in advance and in writing the approach to be taken in delivering the advice, which may include but shall not be limited to one or more of the following:
- 3.5.1. if the Supplier has Supplier Staff qualified and practising in the laws of the relevant jurisdiction in the relevant specialism, the Supplier shall utilise its Supplier Staff under the terms of this Framework Contract; and/or
- 3.5.2. UKEF may choose to appoint another firm to work with the Supplier (including via the Scottish Government Panel <https://www.gov.scot/publications/frameworks-and-contracts/>, as amended or replaced); and/or
- 3.5.3. the Supplier shall seek approval from UKEF in advance and in writing to facilitate the provision of legal advice or other Deliverables for or relating to laws of a jurisdiction other than England and Wales from another law firm (i.e. the Affiliate Firm) which is suitably qualified and practising in the laws of such other jurisdiction in the relevant specialism. The appointment of an Affiliate Firm shall be subject to the compliance with the provisions set out in Call off Schedule 24 (Affiliate Firms).

4. Out of Scope

- 4.1. This Framework Contract is not accessible to public sector bodies other than UKEF. However Orders may specify that other parties, in addition to UKEF, will benefit from the Deliverables (such as actual or potential reinsurers of UKEF and/or other transaction parties).
- 4.2. The scope of this Framework Contract excludes:
- 4.2.1. legal advice and services regarding any and all matters not relating to UKEF's support for the export of aircraft, aircraft engines and other aerospace assets and services;
- 4.2.2. legal advice and services which are procured through the Joint ECA Airbus Framework;
- 4.2.3. any specialist requirements of UKEF for Services which cannot be met through this Framework Contract;
- 4.2.4. legal advice and services in respect of which UKEF expects the value of fees (aggregated with similar requirements relating to the same policy, project or exercise) amounts to twenty thousand pounds (£20,000) or less; or



4.2.5. legal advice and services where UKEF is able to demonstrate that it can achieve better value for money from an alternative arrangement.

This work is expected to be sourced via separate legal services arrangements.

5. Mandatory Service Requirements

5.1. Supplier Staff

5.1.1. The Supplier shall ensure that where applicable all relevant Supplier Staff hold a current practising certificate or are otherwise registered in compliance with all Regulatory Compliance requirements including the Solicitors Regulation Authority (SRA) Handbook or equivalent in the Supplier's jurisdiction, as amended from time to time, and comply with all applicable Regulatory Compliance requirements.

5.1.2. The Supplier shall ensure that all Supplier Staff involved in the delivery of Services Ordered under Call-Off Contracts act in a responsible and professional manner and possess the qualifications, experience and competence appropriate to the tasks for which they are employed or otherwise engaged, including in relation to any legal specialism or areas of legal practice relevant to performing a Call-Off Contract.

5.1.3. The Supplier shall ensure that all Supplier Staff provide the Services with due skill, care and diligence, as expected of a skilled professional engaged in performing services similar to the Services.

5.1.4. The Supplier shall make available Supplier Staff to UKEF who will be categorised in the following grades:

| Grade Band | Indicative Years' PQE | Positions which typically fall within grade band | Grade Description |
|------------|-----------------------|--|---|
| 1 | 10+ | Partner | <p>Key point of contact with UKEF</p> <p>Overall responsibility for quality assurance, success of project and supervision of Supplier Staff</p> <p>Overall responsibility for working within budgets agreed as part of a Call-Off Contract</p> <p>Considered expert in the relevant field</p> <p>Appropriate direct contribution to legal matters relating to a Call-Off Contract</p> |
| 2 | 8+ | Legal Director/ | <p>Significant point of contact for day-to-day UKEF liaison</p> <p>Considered expert in the relevant field</p> |



| | | | |
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| | | Counsel Or equivalent | <p>Responsibility for quality assurance, success of project and supervision of Supplier Staff</p> <p>Responsibility for working within budgets agreed as part of a Call-Off Contract</p> <p>Direct contribution to legal matters relating to a Call-Off Contract</p> <p>Will involve Partner level input if/as appropriate</p> |
| 3 | 6+ | Senior Solicitor, Senior Associate | <p>Significant point of contact for day-to-day UKEF liaison</p> <p>Substantive experience and proficiency in the relevant field</p> <p>Day-to-day Matter Management</p> <p>Significant level of quality assurance</p> <p>Appropriate direct contribution to legal matters relating to a Call-Off Contract</p> <p>Will involve more senior grades of lawyer as appropriate</p> |
| 4 | 3-5 | Solicitor, Associate | <p>Significant contact for day-to-day UKEF liaison (for simple and routine matters)</p> <p>Fundamental and developing experience and proficiency in the relevant field</p> <p>Will involve more senior grades of lawyer as appropriate.</p> |
| 5 | 0-3 | NQ Solicitor/ Associate, Junior Solicitor/ Associate | <p>Performing work that typically requires up to 3 years' post-qualified experience (PQE) in the relevant field of work</p> |
| 6 | N/A | Trainee | <p>Individuals who are undergoing their legal training contract or equivalent</p> <p>Experience in the relevant field of work or similar is not required</p> |



| | | | |
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| 7 | N/A | Paralegal, Legal Assistant | Individuals who provide administrative and legal support Experience in the relevant field of work or similar is not required |
|---|-----|--|---|

5.1.5. Additionally Legal Project Managers may be provided. There is no obligation to provide this grade of Supplier Staff. However, Suppliers should include Legal Project Managers within their pricing if they wish to do so. This will not be evaluated but will set a maximum Hourly Rate for the role, throughout the life of the Framework Contract.

5.1.6. Legal Project Managers are most likely to be used to support and improve service delivery in particularly novel/complex/large projects – helping to identify key obstacles to be overcome to reach designated milestones. They will work with lawyers and client contacts to initiate, plan, prioritise and manage work activities and projects to ensure they are completed efficiently, on time, on cost and to an appropriate standard.

5.1.7. The scope of Services to be provided by a Legal Project Manager will be discussed and agreed by the Supplier and UKEF on a case by case basis. The use of a Legal Project Manager will not abdicate professional responsibility on the part of lawyers for proper oversight and effective service delivery.

5.1.8. The Supplier shall ensure that Supplier Staff respond flexibly and within agreed timescales set by UKEF(s) in response to requests, including changes to planned work.

5.1.9. Where any part of the Deliverables is provided by Supplier Staff not falling within the above Grade Bands, but the Supplier seeks to invoice UKEF for this work at one of the above Grade Bands, the Supplier shall first obtain UKEF's Approval.

5.2. Initial Consultation

5.2.1. The Supplier shall provide UKEF with an initial consultation and legal advice of up to two (2) hours at the beginning of each Call-Off Contract to discuss developing and structuring new legal matters, at no cost to UKEF.

5.3. Knowledge Sharing

5.3.1. The Supplier shall make available to UKEF regularly and periodically throughout the Contract Period, free of charge, via email, electronic data room or other form of presentation (as appropriate), know-how appropriate to UKEF and/or the Services provided by the Supplier to UKEF. This shall include (without limitation):

5.3.1.1. e- briefings, email alerts, hubs and webinars;

5.3.1.2. white papers, thought leadership, publications, subscriptions, insights and articles;

5.3.1.3. invitations and access to breakfast briefings, seminars, conferences and events;

5.3.1.4. general use of and access to the Supplier's physical and electronic reference libraries in the possession, custody or control of the Supplier, given appropriate security access (and in the case of electronic reference libraries, subject to any licensing restrictions); and



5.3.1.5. invitations to masterclasses and industry events, when available.

5.3.2. Subject to Paragraph 7.1.3 below, the Supplier shall provide training to UKEF upon request. Such training shall be:

5.3.2.1. tailored to UKEF's specific requirements, or generic training in the required area, at UKEF's request;

5.3.2.2. provided at the Supplier's office, UKEF's office, any other government offices or other facility, or via e-learning or other remote delivery system, at UKEF's request; and

5.3.2.3. provided free of charge.

5.3.3. Once a Call-Off Contract has been performed, or as the Services to be performed under it near completion (including where UKEF is no longer able to act for whatever reason), as seems appropriate to UKEF under the circumstances, the Supplier shall:

5.3.3.1. conduct a knowledge transfer exercise where requested to do so by UKEF. This exercise shall:

(a) document, collate and transfer to UKEF any significant know-how, learning and/or practices generated, developed and/or used by the Supplier during the relevant Call-Off Contract;

(b) compile and transfer to UKEF electronic document bible(s) (and hard-copy paper versions of the same if UKEF so requires) comprising the contractual and/or other documents and/or advice generated, developed and/or used by the Supplier during the relevant Call-Off Contract; and

(c) include preparing and circulating to UKEF:

(i) a end of Contract 'wrap up' note which sets out (a) a comprehensive comparison between the executed transaction documents and UKEF's template documents and gives reasons for the departures (commercially agreed or jurisdictionally driven), (b) any bespoke financial covenants ratios or triggers which are set by UKEF as a condition under the relevant contracts and (c) suggested drafting improvements to UKEF's template documents including identifying any solutions which the Supplier (or UKEF) considers relevant to future Call-Off Contracts which the Supplier shall also share with its staff and with other suppliers; or

(ii) if the Call-Off Contract relates to a transaction which is substantially a repetition of a previous transaction, a repeat deal letter identifying the agreed differences between that transaction and the previous transaction on which it was based; and

5.3.3.2. participate in a 'lessons learnt' review meeting with UKEF, which shall include details of what actions were taken (including the use of any technologies), in order to maximise efficiencies and support continuous improvement.

5.3.4. Any activity conducted in accordance with Paragraph 5.3.3 above shall:

5.3.4.1. be completed no later than the earlier of (i) one (1) Month after the later of completion of the relevant Services or the expiry of the relevant Call-Off Contract and (ii) six (6) Months after closing of the relevant financing transaction to which the documents and information relate; and

5.3.4.2. be performed at no additional cost or charge to UKEF.

5.4. Service Delivery



5.4.1. The Supplier shall have in place and shall maintain throughout the Contract Period robust quality assurance and governance processes, and shall act in accordance with the Law and Regulatory Compliance.

5.4.2. The Supplier shall ensure that:

5.4.2.1. all Services are of satisfactory quality, comply with their description, and are fit for purpose;

5.4.2.2. where the provision of the Services involve the drafting, review or production or modification of documentation, such documentation is technically functional; and

5.4.2.3. all Services are provided to a standard no less than would be expected of a skilled and competent provider of services broadly equivalent to the Services.

5.4.3. The Supplier shall, at all relevant times:

5.4.3.1. comply with all reasonable instructions given to the Supplier and the Supplier Staff by UKEF's Authorised Representative in relation to the Deliverables from time to time, including reasonable instructions to reschedule or alter the Deliverables;

5.4.3.2. comply with those relevant policies of UKEF which have been notified to the Supplier whether at the date of the Order or otherwise; UKEF and

5.4.3.3. ensure that it is (and all relevant Supplier Staff are) properly and appropriately appraised on current Law and forthcoming changes to the Law.

5.5. Service Quality

5.5.1. In providing the Services, the Parties must work together to apply the principles in this Paragraph 5.5 to each Order procured and commenced under this Framework Contract, to include but not limited to the following:

5.5.1.1. Early Supplier involvement – to improve understanding and deliverability of UKEF's requirements, UKEF will, wherever practical, endeavour to use early market engagement on the provision of Services;

5.5.1.2. Knowledge transfer – promoting and facilitating the transfer of skills and knowledge between the Parties, and the sharing of information and the development of broader best practice initiatives within any relevant industry;

5.5.1.3. Innovation – to encourage the development and sharing of innovative solutions, processes and approaches that improve performance and value for money (VfM), including technological innovations;

5.5.1.4. Collaboration – to ensure that behaviours and cultures enable optimal 'one team' working relationships, seamless integration and cooperation between UKEF teams, the Suppliers appointed



to the Framework Contract and Subcontractors (which includes Affiliate Firms) (where applicable) in preparing, planning and delivering the Orders;

Time Zone flexibility – the Supplier must ensure they take a flexible approach to the delivery of Services to account for varied time zones of UKEF, Aerospace Sector Customers and/or Subcontractors.

5.5.1.5. The Supplier will not be required to have a UK office or established presence in the UK but must be able to make itself available during UK time zone working hours (typically between 08:00 and 18:00 UTC/UTC+1) and must be responsive to time-pressured queries; and

5.5.1.6. Continuous Improvement - to improve Services through the life of the Framework Contract, through the sharing and implementation of best practice within the industry, and lessons learnt.

5.6. Management of External Legal Resources

5.6.1. The Supplier must, when operating as part of a Group of Economic Operators and/or using Subcontractors (which includes the use of Affiliate Firms), ensure that they manage the external resource to ensure:

5.6.1.1. appropriately skilled and expert legal resource is mobilised within the timeline stipulated by UKEF;

5.6.1.2. teams work collaboratively and cohesively;

5.6.1.3. knowledge transfer throughout delivery of the Services is seamless, to ensure timely delivery of the Services and to minimise costs;

5.6.1.4. legal advice provided is accurate, consistent and practical provided that, in respect of legal advice provided by Affiliate Firms, the relevant provisions of Call-Off Schedule 24 (Affiliate Firms) shall apply in respect thereof;

5.6.1.5. the resource cost is reasonable and proportionate to the complexity of advice and levels of expertise required.

5.6.2. In the following limited circumstances, the Supplier may use an Affiliate Firm which charges above maximum Framework Prices set out in Framework Schedule 3, where the Supplier Affiliate Firm:

5.6.2.1. is providing Deliverables advising on a non-UK Jurisdiction or a niche or specialist area legal or professional expertise; and

5.6.2.2. demonstrates through the provision of supporting evidence such as Open Book Data that the proposed price is an accurate reflection of the cost of non-UK jurisdiction Deliverables and that no mark-up or additional margin has been added.

5.6.3. When using an Affiliate Firm, the Supplier must ensure that it complies with the provisions in 5.6.1 of this Specification and paragraph 4 of Framework Schedule 3 (Framework Prices), and where possible negotiates with the Affiliate Firm to ensure value for money for UKEF in respect of the Deliverables which shall, other than in exceptional circumstances, be equal to or below the Framework Prices.

5.7. Legal Quality Principles



5.7.1. Additionally the Supplier must:

5.7.1.1. be cognisant of the implications of their advice and instructions and the risks of challenge that may arise, and must be able to provide risk-based strategic legal advice;

5.7.1.2. develop a robust team structure, matching the right individuals with the appropriate skills and including a process to ensure resilience and quality of the team and access to the necessary materials, skills and experience not covered by core advisers;

5.7.1.3. apply strong business and commercial management experience including the ability to build and maintain a correctly balanced team, taking into account skills, expertise and delivery (at the appropriate level);

5.7.1.4. ensure that an effective mitigation strategy is in place to manage Conflicts of Interest in accordance with Regulatory Compliance requirements and Core Terms Clause 32. This will set out the rules, procedures and physical barriers and contracts that prevent the flow of sensitive or protected information to persons, including stakeholders who could gain an unfair advantage. Conflict of interest shall here have the meaning as set out in Joint Schedule 1 (Definitions);

5.7.1.5. work on high profile project(s) with a high degree of confidentiality and in line with Government Security Classifications;

5.7.1.6. work efficiently to tight timescales in pressurised circumstances to deliver quality outputs, and to work collaboratively with UKEF's team including in-house lawyers, policy officials, financial, economic and commercial advisers;

5.7.1.7. dovetail its supply of the Deliverables with UKEF's own project management arrangements. The Supplier shall ensure it is aware of likely spikes in activity and be able to resource accordingly to ensure that UKEF's milestones are achieved;

5.7.1.8. communicate succinctly both orally and in writing at all levels up to and including Ministerial level within Government and with external advisers and stakeholders. Appreciating the complexity of the issues involved, Plain English drafting is required;

5.7.1.9. promote and facilitate the transfer of skills and knowledge to UKEF, and the sharing of information and the development of broader best practice initiatives within any relevant industry;

5.7.1.10. manage costs and to work closely with UKEF and UKEF's in-house lawyers to achieve this, maximising transparency around UKEF costs, while driving efficiency and value for money, as far as possible, for example by ensuring their resources are used as effectively as possible;

5.7.1.11. set internal budgets for particular pieces of work or for longer term projects and measure and control actual expenditure against such budgets; and

5.7.1.12. continually seek to improve and maximise efficiencies, for example through the use of technology and digital tools/processes and/or project management processes where appropriate.

5.7.2. On receipt of an Order the Supplier must take proactive steps (in a manner and to an extent proportionate to the size and nature of the Order) to plan and agree with UKEF the Services to be provided to UKEF to clarify and document:

5.7.2.1. the legal advice required;

5.7.2.2. how the Supplier's resources will be mobilised in the timescale required by UKEF;



5.7.2.3. how legal input, as well as project management (where applicable) will be structured to minimise costs and maximise efficiency;

5.7.2.4. whether and, if so, how work previously undertaken for the UKEF can be re-used to reduce cost;

5.7.2.5. the levels and names of Key Staff and lawyers working on performing the Services;

5.7.2.6. which of UKEF's Personnel can provide instructions and authorise additional work; and

5.7.2.7. the general management of the Services and the provision by the Supplier thereof.

5.7.3. During the performance of Services the Supplier must conduct reviews at intervals specified in the Call-Off Contract (if so specified) but in any event, if so required by UKEF, no less than once every six (6) Months to (i) review adherence to the original plans for the Services prepared pursuant to Paragraph 5.7.2 above, and (ii) ensure optimisation of efficiency and value for money in provision of the Services. The Supplier must perform this review in conjunction with UKEF if requested but in any event shall (i) confirm to UKEF that any review required has, in each case, been completed; and (ii) report to UKEF on the outcome of the review.

5.7.4. The Supplier must provide Matter Management free of charge.

5.7.5. The Supplier must have in place a Matter Management System.

5.7.6. The Supplier must have in place from the Framework Start Date an eBilling process and system. The Supplier shall utilise such a system at no extra cost to UKEF. The Supplier shall work in conjunction with UKEF on any eBilling processes and system developments to ensure that they can be utilised in the future.

5.8. Collaborative Working

5.8.1. The Supplier acknowledges and agrees that UKEF may request Suppliers to work in collaboration with Government Legal Department lawyers, UKEF's internal lawyers and/or lawyers from other Suppliers on the Framework Contract or from non-Framework Contract contractors with varying specialisms and experience to:

5.8.1.1. support the delivery of novel, complex or strategically important Services; and/or

5.8.1.2. build and/or complement capability and capacity across the Framework Contract.

5.8.2. The Supplier shall ensure its full cooperation to enable and facilitate wherever possible collaborative working where UKEF project requires this and it shall follow all directions in this regard which UKEF may make.

6. Scope of Requirements

6.1. This Framework Contract is for legal advice and services as described in Paragraph 6.5. Further to Paragraphs 1 to 5 (above) and 8 (below), the Supplier shall provide all of the following Mandatory Specialisms described in Paragraph 6.5

6.2. The Mandatory Specialisms listed in Paragraph 6.5 are high level descriptions of types of legal services and areas of legal practice which the Supplier offers under this Framework Contract and which UKEF is entitled to Order.

6.3. The Supplier acknowledges and agrees that:



6.3.1. the descriptions of the types of legal Services and areas of legal practice set out beneath the scope headings for each Service category in the table detailed in Paragraph 6.5 are illustrative only and are not exhaustive.

6.3.2. UKEF is entitled to seek legal advice and Deliverables from the Supplier in respect of any type of legal Service or area of legal practice:

6.3.2.1. provided that such legal advice and/or Deliverables falls within the scope of one of the headings set out in Paragraph 6.5; and

6.3.2.2. whether or not the type of legal Service or area of legal practice sought is specifically described or listed beneath the relevant heading.

6.4. The Supplier shall ensure that it (and the relevant Supplier Staff) has or have, at all relevant times, the skills, qualifications and capability to provide legal advice, Deliverables and support to UKEF in relation to the types of legal Services and areas of legal practice set out in Paragraph 6.5, together with legal advice and Deliverables on any other legal specialism not referred to below but which is required to support the delivery of advice in these specialisms, to be able to deliver a full legal Service. These include all contentious and non-contentious elements of the work (including cross-border matters) and non-UK law advice (directly or the ability readily to source and manage quality assured advice from significant legal jurisdictions)

6.5. Mandatory Specialisms for this Framework Contract are legal advice and services in connection with support provided by UKEF in respect of the export of aircraft, aircraft engines and other aerospace assets and services, in the following areas:

| Mandatory Specialism No. | Service | Scope |
|---------------------------------|--|---|
| 1 | Financing aerospace assets, services and projects | All matters, transactions and disputes arising from, or in connection with UKEF's support for exports of goods and services and projects associated with the aerospace sector including but not limited to Airbus and Boeing commercial jets, Rolls-Royce and other aircraft engines, regional jets, corporate/business jets, helicopters, flight simulators, parts and other aviation assets and exports from time to time |
| 2 | All stages of export finance transactions | All stages of export finance transactions including pre-deal enquiries, origination, risk approval and underwriting processes, transaction management, portfolio and asset management, claims and recoveries |
| 3 | Export Credit Agency (ECA) financing | Transactions in any sector where one or more export credit agencies is providing financing or support for financing (for example, by issuing export credit guarantees or insurance) |
| 4 | Aviation finance | Aviation finance including debt financing, Pre-Delivery Payment (PDP) financings, leasing and structured finance |



| | | |
|----|--|---|
| | | products, operating lessor financings and the acquisition, management and disposal of portfolios, aircraft, engines, parts, and other aviation assets |
| 5 | Capital markets, derivatives and hedging | Capital markets, derivatives and hedging transactions and documentation (particularly related to interest rate and currency exchange rate risks) and capital markets structures and documentation |
| 6 | Sanctions and financial regulation | Sanctions and financial regulation issues in relation to finance transactions and documentation |
| 7 | Islamic finance | Islamic finance structures and documentation |
| 8 | International law and UKEF's statutory framework | International law including treaties and conventions and UKEF's statutory framework (The Export and Investment Guarantees Act 1991) and the OECD Arrangement on Officially Supported Export Credits |
| 9 | Workouts, restructurings, bankruptcy and insolvency | Workouts, restructurings, bankruptcy and insolvency |
| 10 | Dispute resolution | Loan and other financing defaults and impairments, lease defaults, redelivery disputes and contested aircraft and engine repossessions |
| 11 | Jurisdictional advice | Advice on the domestic law of different jurisdictions in the context of UKEF's support for the aerospace sector and/or actual or potential disputes relating thereto, including from the Supplier directly or through Subcontractors or Affiliate Firms |

7. Further Mandatory Requirements

7.1. Value Added Services Requirements

The Supplier shall provide as a minimum, except where stated otherwise, the following additional services (the "Value Added Services") to UKEF at no additional charge:

7.1.1. Secondments

7.1.1.1. The Supplier shall consider, and where capacity and Conflicts of Interest permit, fulfil any request from UKEF to make available suitably qualified and experienced Supplier Staff as selected and agreed from time to time between the Supplier and UKEF (a "Seconded").



7.1.1.2. Secondees shall be seconded for a minimum period of six (6) Months or such other duration agreed between both parties.

7.1.1.3. The duration of a Secondment may cross over two (2) Contract Years.

7.1.1.4. The terms and conditions of the Secondment shall agreed between the Supplier and UKEF before the commencement of a Secondment.

7.1.1.5. Any costs that may be payable to the Supplier for a Secondee placement with UKEF shall be agreed between UKEF and the Supplier in advance of a Secondment commencing.

7.1.1.6. At UKEF's sole discretion, the Secondment arrangements can include flexibility for example:

- (a) Location neutral and/or remote working;
- (b) Part time or flexible working;
- (c) Multiple, shorter durations; and
- (d) Job share arrangements eg two (2) Secondees each working part time.

7.1.2. Training

7.1.2.1. At UKEF's discretion, training provided in accordance with Paragraph 5.3.2:

- (a) may be bespoke or selected by UKEF from the Supplier's current portfolio of training provision,
- (b) must be delivered exclusively to the audience agreed by UKEF, and
- (c) may be provided through various channels including but not limited to: face-to-face, videoconferencing, e-learning, webinars and toolkits.

7.1.2.2. At UKEF's discretion, any training delivered online or in person must be recorded and the recording made available for unrestricted circulation.

7.1.2.3. All training provided in accordance with Paragraph 5.3.2 shall be provided free of charge. The Supplier shall not be entitled to levy nor recover any related or associated costs including preparation, attendance, travel expenses or travel time, materials or recordings.

7.1.3. Meeting and Event Space

7.1.3.1. The Supplier must consider any request from UKEF for the provision of meeting space and events, and provide this where possible.

7.1.4. Strategic Support

7.1.4.1. The Supplier must consider any request from UKEF for the provision of strategic support including, for example, formulation and implementation of policies, strategies and innovation, drafting template precedents, knowledge capability and provide this where possible.



7.1.5. Elective Value Add

7.1.5.1. The Value Added Services set out in this Paragraph 7.1 are not exhaustive. The Supplier may provide other Value Added Services, such as it deems appropriate, to UKEF during the Contract Period. In the spirit of collaboration and partnership working, this approach is encouraged.

7.1.5.2. For illustrative purposes these may include value added services such as access to meeting rooms and hot desking/touch down spaces, online matter collaboration and shared platforms, contributions to collaborations between panel firms or invitations to events in areas of mutual interest, such as Equality, Diversity and Inclusion, virtual conferencing facilities, consultation on tools and processes which could be adopted in-house or additional exchange schemes (consisting of an Inward Exchange and corresponding Outward Exchange).

7.1.5.3. Notwithstanding this paragraph 7.1.6, the Supplier shall provide any value added services which it outlines in its Framework Tender Response and/or Call-Off Contract Tender to UKEF.

7.2. Standards and Insurances

7.2.1. The Supplier shall at all times during the Contract Period and during the term of any Call-Off Contract, comply with the following Standards (or their equivalents) or the successors of these Standards (or their equivalents) throughout the Framework Contract Period:

7.2.1.1. ISO 9001 Quality Management Systems or equivalent;

7.2.1.2. ISO/IEC 27001 Information Security Management Systems or equivalent; and

7.2.1.3. [ISO 22301:2019 Security and resilience — Business continuity management systems — Requirements or equivalent.]

7.2.2. The Supplier shall where required throughout the Framework Contract Period comply with the following Standards (or their equivalents):

7.2.2.1. [ISO/IEC 27002:2013 Information Technology - Security Techniques – Code of Practice for information security controls or equivalent;]

7.2.2.2. [ISO/IEC 27031:2011 Information technology - Security techniques - Guidelines for information and communication technology readiness for business continuity or equivalent;] and

7.2.2.3. [ISO 22313:2020 Security and resilience — Business continuity management systems — Guidance on the use of ISO 22301 or equivalent.]

7.2.3. Suppliers are also required to have Cyber Essentials or equivalent in place in accordance with Framework Schedule 9 (Cyber Essentials).

7.2.4. In accordance with Joint Schedule 3 (Insurance Requirements), the Supplier shall as a minimum hold the following insurance cover from the Framework Start Date:



7.2.4.1. professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than forty million pounds (£40,000,000) for a single event;

7.2.4.2. public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000); and

7.2.4.3. employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000).

7.3. Supplier's Commitment to the Framework Contract

7.3.1. The Supplier shall maintain a commitment to UKEF's legal work and to the Framework Contract. Such commitment requires that the Supplier takes reasonable steps to ensure that the Supplier has, at all relevant times during the Contract Period, a reasonable level of resources available for servicing Orders, including availability of Supplier Staff.

7.3.2. The Supplier shall accept all Orders and respond to UKEF's invitations to participate in Further Competition Procedures in accordance with Framework Schedule 7 of the Contract.

7.3.3. In providing the Services, the Supplier shall demonstrate and apply an appropriate understanding of working in a public sector and central government context. This includes the different types of stakeholders and priorities involved, and the central government approach to managing risk.

7.4. UKEF Satisfaction

7.4.1 The Supplier shall cooperate with UKEF and other Suppliers in developing and implementing a process of obtaining feedback from UKEF during and at the conclusion of matters, and will collaborate with UKEF in the analysis and promotion of feedback data both to the Supplier and UKEF when required.

7.5. Location Requirements

7.5.1. The Supplier shall supply the Services to any location specified in the Call-Off Contract and have the capability to attend meetings virtually where required by UKEF.

7.5.2. The Supplier shall provide virtual and physical storage and 'data rooms', as requested to do so by UKEF, to support its performance of Call-Off Contracts, to securely store items including but not limited to procurement documentation, contractual documentation, deeds, and due diligence documentation, at no additional cost to UKEF.

7.5.3. The Supplier shall have available and shall maintain internet, telephone and video conferencing facilities for the delivery of the Services, and shall make no additional charge for use of the same in performing Call-Off Contracts.

7.6. Supplier Relationship Management (SRM)



7.6.1. In addition to the responsibilities set out in Framework Schedule 4 (Framework Management), the Supplier shall participate in supplier relationship management with UKEF at no cost to UKEF. This shall include cooperating with the Supplier Relationship Manager or such representatives of UKEF as UKEF may notify the Supplier of from time to time with a view to creating collaborative relationships in order to uncover and realise value and reduce risk of service failure.

7.7. Management Information

7.7.1. The Supplier shall provide timely and accurate Management Information and data reporting to UKEF free of charge in accordance with Framework Schedule 4 (Framework Management), Framework Schedule 5 (Management Information) and Call-Off Schedule 1 (Transparency Reports).

7.7.2. The Supplier will not unreasonably refuse any requests for additional Management Information from UKEF.

7.7.3. The Supplier may be required to provide further management reports and progress reports to UKEF, the content of which will be agreed at the Call-Off stage.

7.7.4. UKEF may share Management Information and other data relating to or provided by the Supplier with other Suppliers under the Framework Contract in an anonymised form.

7.8. Travel and Related Expenses

7.8.1. The Supplier acknowledges and agrees that secretarial support and photocopying shall not be chargeable unless agreed otherwise by UKEF in the relevant Call-Off Contract.

7.8.2. Without prejudice to Paragraph 7.1.2.3, if UKEF requires the Supplier to travel internationally, then the Supplier will be reimbursed for reasonable travel time and travel costs. Such costs are to be agreed with UKEF in advance of such costs being incurred.

7.8.3. Travel time and travel costs which are reimbursed are not permitted to include any mark-up or margin.

7.8.4. The Supplier must comply with UKEF's travel requirements and instructions, internal policies, and arrangements for travel costs and related charges set out in the Call-Off Contract or otherwise by notice to the Supplier from time to time.

7.8.5. UKEF will specify any disbursements arrangements in the Call-Off Contract or otherwise by notice to the Supplier from time to time.

8. Social Value Priorities

8.1. The Supplier shall support of the themes and policy outcomes set out in Procurement Policy Note 06/20 including those set out by UKEF under the Further Competition Procedure.

8.2. The following are key policy priorities for this Framework Contract in line with Procurement Policy Note 06/20:

8.2.1. Tackle workforce inequality and improve diversity;

8.2.2. Economic Inequality; and

8.2.3. Improve workforce health and wellbeing.



- 8.3. The Supplier is expected to act with these priorities in mind and UKEF may discuss these priorities as part of Framework Management meetings.
- 8.4. UKEF may identify specific social value priorities at Call-Off stage.



Framework Schedule 2 (Framework Tender)

[Redacted]



Framework Schedule 3 (Framework Prices)

1. How Framework Prices are used to calculate Call-Off Charges

1.1 The Call Off Charges shall consist of:

1.1.1 the Supplier Fees;

1.1.2 any Affiliate Firm Fees; and

1.1.3 any Reimbursable Expenses where such Reimbursable Expenses are expressly provided for in the Call Off Order Form.

1.2 Framework Prices:

1.2.1 will be used as the basis for the Supplier Fees (and are maximums that the Supplier may charge in respect of such Supplier Fees) under each Call Off Contract; and

1.2.2 cannot be increased except as in accordance with this Schedule.

1.3 The Charges:

1.3.1 shall be calculated in accordance with the terms of the Call Off Contract and in particular in accordance with the terms of the Order Form;

1.3.2 cannot be increased except as specifically permitted by the Call Off Contract and in particular shall only be subject to Indexation where specifically stated in the Order Form.

1.4 Any variation to the Supplier Fees payable under a Call Off Contract must be agreed between the Supplier and UKEF and implemented using the same procedure for altering Framework Prices in accordance with the provisions of this Framework Schedule 3

2. How Framework Prices are calculated

2.1 The pricing mechanisms and prices set out in Annex 1 shall be available for use in calculation of the Supplier's Fees.

3. Are costs and expenses included in the Framework Prices

3.1 Except as expressly set out in paragraphs 4 and 7 below, or otherwise stated in a Call Off Order Form the Framework Prices shall include all costs and expenses relating to the provision of Deliverables. No further amounts shall be payable in respect of matters such as:

3.1.1 incidental expenses such as travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs, network or data interchange costs or other telecommunications charges; or

3.1.2 costs incurred prior to the commencement of any Call Off Contract.

4. AFFILIATE FIRM FEES

4.1 Where the Supplier appoints an Affiliate Firm in accordance with Call-off Schedule 24 the Supplier may charge UKEF in respect of UKEF Account Work or the Aerospace Sector Customer in respect of any other Services the Affiliate Firm Fees where it has complied with paragraph 4.2.



4.2 The Supplier shall:

4.2.1 negotiate rates with the Affiliate Firm where possible to ensure value for money for UKEF in respect of the Deliverables.

4.2.2 not charge any profit, management fee, administrative fee or other mark up in respect of the Affiliate Firm Fees;

4.2.3 if requested, provide UKEF with Supporting Documentation in respect of the Affiliate Firm Fees and its compliance with this paragraph 4.2.

4.3 In respect of UKEF Account Work and subject to UKEF's consent, the Supplier may notify UKEF that it wishes to assign its right to receive payment of the Affiliate Firm Fees element of the Charges to the Affiliate Firm and shall specify the date from which it wishes such assignment to take effect.

4.4 UKEF may at its sole discretion consent to the assignment of the Affiliate Firm Fees to the Affiliate Firm, where UKEF does not consent to such assignment the Affiliate Firm Fees will continue to be paid to the Supplier as part of the Charges.

4.5 The Supplier shall ensure that the terms of any assignment are limited to the payment of the Affiliate Firm Fees approved by the Supplier under paragraph 4.6.1 and without prejudice to the Supplier's obligations set out in Call-off Schedule 24 or any other right UKEF may have under the Contract.

4.6 Where UKEF has consented to the assignment the Parties shall make this a special term to the Call-Off Contract Order Form and UKEF shall pay the Affiliate Firm Fees to the Affiliate Firm within 28 days (or such other period stated in the relevant Call-off Order Form) of a valid invoice being received by UKEF subject to the following:

4.6.1 An invoice shall only be valid where the Supplier confirms to UKEF that the invoice provided by the Affiliate Firm is accurate and for fees and expenses reasonably incurred by the Affiliate Firm in performance of the Services within 5 Working Days (or such other period stated in the relevant Call-off Order Form) of such invoice being issued; and

4.6.2 The Supplier providing or ensuring the Affiliate Firm provides to UKEF contact details and bank account details as to where payment should be made.

4.7 UKEF may at its sole discretion agree in writing to pay the Affiliate Firm Fees in a currency other than GBP.

4.8 UKEF may agree such arrangements for the payment of the Affiliate Firm Fees with the Aerospace Sector Customer as those parties consider appropriate subject to such arrangements not resulting in any increase in the Charges or affecting any of UKEF's rights or remedies under this Contract.

5. When the Supplier can ask to change the Framework Prices

5.1 The Framework Prices will be fixed for the first two (2) years following the Framework Contract Commencement Date (the date of expiry of such period is a "Review Date"). After this Framework Prices can only be adjusted on each following yearly anniversary (the date of each such anniversary is also a "Review Date").



5.2 The Supplier shall give UKEF at least three (3) Months' notice in writing prior to a Review Date where it wants to request an increase. If the Supplier does not give notice in time then it will only be able to request an increase prior to the next Review Date.

5.3 Any notice requesting an increase shall include:

5.3.1 a list of the Framework Prices to be reviewed;

5.3.2 for each Framework Price under review, written evidence of the justification for the requested increase including:

(a) a breakdown of the profit and cost components that comprise the relevant Framework Price;

(b) details of the movement in the different identified cost components of the relevant Framework Price;

(c) reasons for the movement in the different identified cost components of the relevant Framework Price;

(d) evidence that the Supplier has attempted to mitigate against the increase in the relevant cost components.

5.4 UKEF shall consider each request for a price increase. UKEF may grant Approval to an increase at its sole discretion.

5.5 Where UKEF approves an increase then it will be implemented from the first (1st) Working Day following the relevant Review Date or such later date as UKEF may determine at its sole discretion and Annex 1 shall be updated accordingly.

6. Other events that allow the Supplier to change the Framework Prices

6.1 The Framework Prices can also be varied (and Annex 1 will be updated accordingly) due to:

6.1.1 a Specific Change in Law in accordance with Clause 24;

6.1.2 a review in accordance with insurance requirements in Clause 13;

6.1.3 a request from the Supplier, which it can make at any time, to decrease the Framework Prices;

7. When you will be reimbursed for travel and subsistence

7.1 Expenses shall only be recoverable by the Supplier where:

7.1.1 the Time and Materials pricing mechanism is used; and

7.1.2 the Order Form states that recovery is permitted; and

7.1.3 they are Reimbursable Expenses and are supported by Supporting Documentation;

7.1.4 in respect of UKEF Account Work, the Reimbursable Expenses comply with paragraph 7.8 of Framework Schedule 1 (Specification) and UKEF's expenses policy (if any) as amended from time to time.

7.2 UKEF shall provide a copy of their current expenses policy (if any) to the Supplier upon request.



7.3 The Supplier shall be responsible for ensuring it has entered into an appropriate arrangement with the relevant Aerospace Sector Customer for the payment of any Reimbursable Expenses or other expenses due to the Supplier which do not relate to UKEF Account Work.

8. Currency Conversion

8.1 Subject to paragraphs 4.8, 8.2 to 8.5 of this Framework Schedule 3, the currency of the Contract is Pounds Sterling (GBP) and all amounts due under the Contract shall be invoiced in GBP.

8.2 Where requested by the Supplier, UKEF may, on a case by case basis and at its absolute discretion agree to the currency of a Call-off Contract and all amounts due under that Call-off Contract being invoiced in either US Dollars (USD) or Euros (EUR) in which case the applicable currency shall be stated in the Order Form for the relevant Call-off Contract.

8.3 Where it is stated in the Order Form that a currency other than GBP will be used, all Supplier Fees due under the relevant Call-off Contract shall be converted from GBP to USD or EUR (as applicable) using the exchange rate stated in the Order Form.

8.4 The exchange rate stated in the Order Form shall be the Bank of England's spot rate for the purchase of USD or EUR (as applicable) with GBP on the date the Call-off Contract is entered into or such other date as is agreed between the Parties.

8.5 The Supplier accepts that if UKEF agrees to make payment of any amount due under a Contract in either USD or EUR, it shall not be liable for any shortfall that may arise when the amount paid in USD or EUR is converted into GBP, or any bank or other costs of conversion incurred by the Supplier.

8.6 If UKEF refuses a request by the Supplier under paragraph 8.2 paragraph 8.1 of this Framework Schedule 3 shall apply to the Contract.

Annex 1: Rates and Prices

Table 1: Hourly Rates

The Supplier (and any Sub-Contractor) shall not be entitled to include any uplift for risks or contingencies within its rates. The rates below shall not be subject to variation by way of Indexation but may be subject to change based on exchange rate as set out in this Framework Schedule].

Legal Grades (to be replicated for other countries/jurisdictions if applicable)

| Senior Partner | Junior Partner | Senior Associate | Associate | Junior Associate | Paralegal/ Trainee |
|----------------|----------------|------------------|------------|------------------|--------------------|
| [Redacted] | [Redacted] | [Redacted] | [Redacted] | [Redacted] | [Redacted] |



Framework Schedule 4 (Framework Management)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Supplier Framework Manager" has the meaning given to it in Paragraph 3.1 of this Schedule; and

"Supplier Review Meetings" has the meaning given to it in Paragraph 3.10 of this Schedule.

2. How UKEF and the Supplier will work together

2.1 The successful delivery of this Contract will rely on the ability of the Supplier and UKEF to develop a strategic relationship immediately following the conclusion of this Contract and maintaining this relationship throughout the Framework Contract Period.

2.2 To achieve this strategic relationship, there will be a requirement to adopt proactive framework management activities which will be informed by quality Management Information, and the sharing of information between the Supplier and UKEF.

2.3 This Schedule outlines the general structures and management activities that the Parties shall follow during the Framework Period.

2.4 The Supplier will participate within the Framework Contract management process as set out in this Framework Schedule 4 at no cost.

3. Framework Management

Framework Management Structure

3.1 The Supplier shall provide a suitably qualified nominated contact (the "Supplier Framework Manager") who will take overall responsibility for delivering the Goods and/or Services required within this Contract, as well as a suitably qualified deputy to act in their absence.

3.2 The Supplier shall put in place a structure to manage this Contract in accordance with Framework Schedule 1 (Specification) and the Performance Indicators.

3.3 A governance structure will be agreed between the Parties as soon as reasonably practicable following the Framework Start Date.

3.4 Following discussions between the Parties following the Framework Start Date, where requested by UKEF, the Supplier shall produce and issue to UKEF a draft supplier action plan (the "Supplier Action Plan"). UKEF shall not unreasonably withhold or delay its agreement to the draft Supplier Action Plan. The Supplier Action Plan shall be agreed between the Parties and come into effect within two weeks from receipt by the Supplier of the draft Supplier Action Plan.



3.5 The Supplier Action Plan shall be maintained and updated on an ongoing basis by UKEF. Any changes to the Supplier Action Plan shall be notified by UKEF to the Supplier. The Supplier shall not unreasonably withhold its agreement to any changes to the Supplier Action Plan. Any such changes shall, unless UKEF otherwise Approves, be agreed between the Parties and come into effect within two weeks from receipt by the Supplier of UKEF's notification.

3.6 The Supplier agrees to comply with its obligations in the Supplier Action Plan as updated from time to time.

3.7 The Supplier shall comply with all requests from UKEF in regard to compliance requirements as required including:

3.7.1 D&B risk failure score monitoring;

3.7.2 regular evidence that the Required Insurances and Additional Insurances have been renewed and maintained;

3.7.3 invoice payment performance; and

3.7.4 verification of required accreditations & certifications.

3.8 Suppliers should participate in further competitions when identified as part of the final bidder list.

Supplier Review Meetings

3.9 Regular performance review meetings will take place via a means/location determined by UKEF, throughout the Framework Contract Period ("Supplier Review Meetings") at such times and frequencies as UKEF determine from time to time (which are anticipated to be once every six (6) Months). The Parties shall be flexible about the timings of these meetings.

3.10 The Supplier Review Meetings will review the Supplier's performance under this Contract and, where applicable, the Supplier's progress against any agreed continuous improvement Deliverables under a Call-Off Contract and the Supplier's adherence to the Supplier Action Plan. The agenda for each Supplier Review Meeting shall be set by UKEF and sent to the Supplier in advance.

3.11 Following the relevant Supplier Review Meeting, the Supplier must immediately provide UKEF with a written report where service and/or performance falls below the required level. The report shall detail the remediation measures that have been put in place to prevent a re- occurrence of such service and/or performance failure.

3.12 The Supplier Review Meetings shall be attended, as a minimum, by UKEF Representative(s) and the Supplier Framework Manager.

4. How the Supplier's Performance will be measured

4.1 The Supplier's performance will be measured by the following Performance Indicators ("PI"):

| Performance Indicator (PI) | PI Target | Measured by |
|------------------------------|-----------|-------------|
| 1. Scored Information | | |



| | | |
|--|--|--|
| 1.1 Error free "sending" of Management Information (MI) return by the date / time required every six months. | 100% | Confirmation of receipt and time of receipt by the Authority (as evidenced within the Authority's data warehouse system or by the time and date of email(s), as the case may be). |
| 1.2 All undisputed invoices in the case of UKEF Account Work to be paid within 30 calendar days of issue. | 100% | Confirmation of receipt and time of receipt by the Authority (as evidenced within the Authority's management accounting system or by the time and date of email(s), as the case may be). |
| 1.3 Confirmation that Supplier Fees are below the Framework Maximum Prices. | 100% | Confirmation provided with each UKEF Account Work invoice. |
| 1.4 Actions identified in an Audit report to be delivered by the dates set out in the Audit report | 100% | Confirmation by the Authority of completion of the actions by the dates identified in the Audit Report. |
| 1.5 Suppliers' Quality of Legal Advice | /100 (multiples of 20) | <p>Provision of advice as part of the Call-Off, including (but not limited to) the following:</p> <ul style="list-style-type: none"> • Adequate provision of comments on draft documentation; • Highlighting key legal risks and issues as part of delivery of advice; <p>Proposing solutions to manage/mitigate legal risks</p> |
| 1.6 Suppliers' availability and responsiveness | /100 (multiples of 20) – in line with framework evaluation scores | <p>Management of staff who provide advice as part of Call-Offs, including (but not limited to) the following:</p> <ol style="list-style-type: none"> 4 Correct staffing levels to ensure adequate capacity on all call-offs; 5 Appropriate mix of senior and junior lawyers; 6 Inclusion of subject matter experts on call-offs involving any given mandatory specialism(s) or practice area; |



| | | |
|---|-----|---|
| | | 7 Successful coordination of the closing process resulting in timely organisation & completion of the transaction(s). |
| 2. Information for discussion at framework management meetings | | |
| 2.1 The Suppliers level of participation in (Further) Competition invitations, completion of Request for Quotes (RfQs) and acceptance of Direct Awards within the Panel. (requirement on Supplier to inform UKEF if / when Supplier declines to participate in further competition action, fails to complete an RfQ, or declines a Direct Award). | N/A | How many times have you declined to participate in further competition activities and / or Declined a Direct Award and / or failed to complete a RfQ event within the last quarter (Q No. and Year) , for any reasons other than a reason set out in paragraph 5.1 of Framework Schedule 7 (Call- Off Award Procedure). |
| 2.2 Suppliers' incidence of exceeding fee estimates | N/A | How many times have you exceeded either the estimate or the agreed cost price of a Call- Off Contract awarded in the last quarter. |
| 2.3 Suppliers' Accuracy of Billing / Invoicing | N/A | How many times have you had to amend an UKEF Account Work invoice in relation to any Call-Off Contract under the Framework Contract, in response to a customer query or challenge, in the last quarter. |
| 2.4 Suppliers' Value for Money (Savings) | N/A | Reduction (saving) on Suppliers standard (rate card) rates on every Call-Off Contract procured within the reporting period under Further Competition Procedure. |
| 2.5 Provision of "Value Added" Services - Training | N/A | How many free of charge training events have you provided, where requested to do so by UKEF |
| 2.6 Provision of "Value Added" Services - Regular Newsletters, On-Line Alerts, Optional Value Adds | N/A | How many "value added services", whether secondments or free of charge including newsletters, on-line alerts etc., have you provided openly and / or where requested to do so by UKEF |
| 2.7 Provision and maintenance of Suppliers Prospectus. | N/A | whether your Prospectus received adequate attention / maintenance / update within the reporting period in order to provide UKEF with |



| | | |
|--|--|--|
| | | an up to date and "informed" view of your present ability to receive an Order. |
|--|--|--|

4.2 The Supplier shall comply with the PIs and establish processes to monitor its performance against them and the Supplier's achievement of PIs shall be reviewed during the Supplier Review Meetings.

4.3 UKEF reserves the right to adjust, introduce new, or remove PIs throughout the Framework Contract Period, however any significant changes to PIs shall be agreed between UKEF and the Supplier in accordance with the Variation Procedure.

4.4 UKEF reserves the right to use and publish the performance of the Supplier against the PIs without restriction.

5. What the Supplier must do to measure their performance

5.1 The Supplier shall cooperate in good faith with UKEF to develop efficiency tracking performance measures for this Contract (if required).

5.2 The metrics that are to be implemented to measure efficiency shall be developed and agreed between UKEF and the Supplier. Such metrics shall be incorporated into the list of PIs set out in this Schedule.

5.3 The ongoing progress and development of the efficiency tracking performance measures shall be reported through framework management activities as outlined in this Schedule.

6. What to do if UKEF and the Supplier can't agree about the performance

6.1 In the event that UKEF and the Supplier are unable to agree the performance score for any PI during a Supplier Review Meeting, the disputed score shall be recorded and the matter shall be referred to UKEF Authorised Representative and the Supplier Authorised Representative in order to determine the best course of action to resolve the matter (which may involve organising an ad-hoc meeting to discuss the performance issue specifically).

6.2 In cases where UKEF Authorised Representative and the Supplier Authorised Representative fail to reach a solution within a reasonable period of time, the matter shall be referred to the Dispute Resolution Procedure.

7. Marketing

7.1 The Supplier shall ensure that a person is appointed as Marketing Contact who shall be responsible for the marketing obligations of the Supplier in relation to this Contract.

How the Supplier must contribute to UKEF publications

7.2 The Supplier shall supply current information relating to the Goods and/or Services it offers for inclusion in UKEF marketing materials when required by UKEF from time to time.

7.3 Such information shall be provided in such form and at such time as UKEF may request.

7.4 Failure to comply with the provisions of Paragraphs 7.2 and 7.3 may result in the Supplier's exclusion from the use of such marketing materials.

What the Supplier can say in its own publications



7.5 All marketing materials produced by the Supplier in relation to this Framework shall at all times comply with UKEF branding guidance which the Supplier may request from UKEF from time to time.

7.6 The Supplier will periodically update and revise its marketing materials to ensure ongoing compliance.

7.7 The Supplier shall regularly review the content of any information which appears on its website and which relates to each Contract and ensure that such information is up to date at all times.

7.8 The Supplier shall obtain -approval from UKEF prior to publishing any content in relation to a Contract using any media, including on any electronic medium, and the Supplier will ensure that such content is regularly maintained and updated. In the event that the Supplier fails to maintain or update the content, UKEF may give the Supplier notice to rectify the failure and if the failure is not rectified its reasonable satisfaction within one (1) Month of receipt of such notice, and shall have the right to remove such content itself or require that the Supplier immediately arranges the removal of such content.



Framework Schedule 5 (Management Information)

1 How to provide management information to UKEF

- 1.1 The Supplier shall, at no charge, provide timely, full, accurate and complete MI Reports to UKEF which incorporate the data, in the correct format, required by the MI Reporting Template and such guidance that UKEF may issue from time to time.
- 1.2 The initial MI Reporting Template is set out in the Annex to this Schedule and UKEF may change it from time to time (including the data required and/or format) and issue a replacement version. UKEF shall give at least thirty (30) days' notice in writing of any such change and shall specify the date from which it must be used. The Supplier may not make any amendment to the current MI Reporting Template without the prior Approval of UKEF.

2 Reporting period

- 2.1 MI Reports must be completed and returned to UKEF by the fifth working day following the date which falls six (6) Months after the Framework Start Date and every six (6) Months thereafter during the framework period and thereafter until all transactions relating to call-off contracts have permanently ceased. If at any point there is a period of six (6) Months where no reportable transactions occur, then a declaration must be made confirming no business has been conducted, in place of data submission.
- 2.2 In an MI Report, the Supplier should report contract data that is one Month in arrears. For example, if an invoice is raised for October but the work was actually completed in September, the Supplier must report the invoice in October's MI Report and not September's. Each Order received by the Supplier must be reported only once, i.e. when the Order is received.

3 Submitting the information

- 3.1 MI Reports shall be completed electronically and sent to UKEF by email.
- 3.2 UKEF may reasonably require that MI Reports be submitted by an alternative means such as email.
- 3.3 Where requested by UKEF, the Supplier shall provide Management Information to DIT as specified by UKEF.
- 3.4 The Supplier shall:
 - 3.4.1 promptly after the Framework Start Date provide at least one contact name and contact details for the purposes of queries relating to Management Information; and
 - 3.4.2 immediately notify UKEF of any changes to the details previously provided to UKEF under this Paragraph 3.4.

4 How UKEF can use the Management Information

- 4.1 The Supplier grants UKEF a non-exclusive, transferable, perpetual, irrevocable, royalty free licence to:
 - 4.1.1 use and to share with DIT; and/or



- 4.1.2 publish (subject to any information that is exempt from disclosure in accordance with the provisions of FOIA, being redacted), any Management Information supplied to UKEF for UKEF's normal operational activities including administering this Contract and/or all Call-Off Contracts, monitoring public sector expenditure, identifying savings or potential savings and planning future procurement activity.
- 4.2 UKEF may consult with the Supplier to inform its decision to publish information. However, UKEF shall retain absolute discretion regarding the extent, content and format of any disclosure.

5 What happens if the Management Information is wrong?

- 5.1 If the Supplier or UKEF identify error(s) and/or omission(s) in historic MI Report(s), the Supplier must provide corrected MI report(s) to UKEF on or before the date when the next MI Report is due. Corrections may be either in the form of an addendum to the next MI submission, or a resubmission of existing historic returns, at the discretion of UKEF.
- 5.2 Following an MI Failure, UKEF may issue reminders to the Supplier and require the Supplier to correctly complete the MI Report. The Supplier shall rectify any deficient or incomplete MI Report as soon as possible and not more than five (5) Working Days following receipt of any such reminder.

6 Meetings

- 6.1 The Supplier agrees to attend meetings between the Parties in person to discuss the circumstances of any MI Failure(s) at the request of UKEF. If UKEF requests such a meeting the Supplier shall propose and document measures as part of a Rectification Plan to ensure that the MI Failure(s) are corrected and do not occur in the future.

7 What happens if Management Information Reports are not provided?

- 7.1 If two (2) MI Reports are not provided in any rolling twelve (12) Month period then an MI Default shall be deemed to have occurred and UKEF shall be entitled to:
 - 7.1.1 suspend the Supplier from the agreement until such time that deficient MI reports(s) are rectified; and/or
 - 7.1.2 terminate this Contract.

Annex: MI Reporting Template



Worksheet in
Framework



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

Order Form

CALL-OFF REFERENCE: [Insert UKEF's contract reference number]

THE UKEF: [Insert UKEF's name]

UKEF ADDRESS [Insert business address]

THE SUPPLIER: [Insert name of Supplier]

SUPPLIER ADDRESS: [Insert registered address (if registered)]

REGISTRATION NUMBER: [Insert registration number (if registered)]

DUNS NUMBER: [Insert if known]

[UKEF guidance: This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.]

If an electronic purchasing system is used instead of signing as a hard-copy, text below must be copied into the electronic Order Form starting from 'APPLICABLE FRAMEWORK CONTRACT' and up to, but not including, the Signature block

It is essential that if you add to or amend any aspect of any Call-Off Schedule, then you must send the updated Schedule with the Order Form to the Supplier]

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated [Insert date of issue].

It's issued under the Framework Contract with the reference number [Insert] for the provision of [Insert name of 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)
3. The following Schedules in equal order of precedence:

[UKEF guidance: delete any highlighted Schedules that you do not need for this Call-Off Contract.

Add any additional Schedule needed, providing it is within scope of the framework agreement.

Remove any highlighting remaining before finalising this Order Form. **Remove** this guidance too.]

- Joint Schedules

- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- [Joint Schedule 6 (Key Subcontractors)]
- [Joint Schedule 7 (Financial Difficulties)]
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Joint Schedule 12 (Supply Chain Visibility)]

- Call-Off Schedules

- 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 7 (Key Supplier Staff)]
- [Call-Off Schedule 8 (Business Continuity and Disaster Recovery)]
- [Call-Off Schedule 9 (Security)]
- [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 (Affiliate Firm)]



4. Core Terms
5. Joint Schedule 5 (Corporate Social Responsibility)
6. [Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the UKEF (as decided by the UKEF) take precedence over the documents above.]

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:

[Insert terms to revise or supplement Core Terms, Joint Schedules, Call Off Schedules; or none]

[Special Term 1..

The Supplier agrees that the reinsurer shall be a client of record who is entitled to rely on the advice provided by the Supplier under this Call-Off Contract and shall enter into an arrangement to give this effect].

[Special Term 2.]

[Special Term 3.]

[None]

CALL-OFF START DATE: [Inset Day Month Year]

CALL-OFF EXPIRY DATE: [Inset Day Month Year]

CALL-OFF INITIAL PERIOD: [Insert Years, Months]

CALL-OFF DELIVERABLES



[**UKEF guidance: complete** option A or, if Deliverables are too complex for this form, **use** option B and Call-Off Schedule 20 instead. **Delete** the option that is not used.]

[Option A: [Name of Deliverable]][Quantity][Delivery date][Details]]

[Option B: See details in Call-Off Schedule 20 (Call-Off Specification)]

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 and 11.8 the Core Terms.

[**UKEF guidance:** Under the terms of the Contract, the Supplier cannot limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3, 9.5 or Call-Off Schedule 2 (Staff Transfer) of a Contract.

UKEF can however change the liability caps set out in Clause 11.2 and 11.8 where you have made an appropriate risk assessment and sought the necessary management approvals.

Please note, any changes to the liability cap in Clause 11.8, must not exceed the Data Protection Liability Cap.

Any amendment to the liability caps shall be subject to any applicable Regulatory Compliance.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is [**Insert** Estimated Charges in the first 12 months of the Contract. The UKEF must always provide a figure here]

CALL-OFF CHARGES

UKEF ACCOUNT WORK CHARGES

[**UKEF guidance:** **Use** option A or, if charging model is too complex to detail in this form or must be embedded, **use** option B and Call-Off Schedule 5 instead. **Delete** the option that is not used. For each option the UKEF should state whether the transaction is for UKEF Account Work. The UKEF should **delete** the option that is not used.]

[Option A: **Insert** the Charges for the UKEF Account Work Deliverables



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

[**Delete** if not used: All changes to the Charges must use procedures that are equivalent to those in Paragraphs 5 and 6) in Framework Schedule 3 (Framework Prices)]

[**Delete** if not used: The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the UKEF and the Supplier because of:

2. [Indexation]
3. [Specific Change in Law]

For the purposes of paragraph 8 of Framework Schedule 3, the currency that will apply to this Contract is [Pound Sterling/US Dollars/Euros].

[Delete if not used: The exchange rate that will apply to this Contract is [insert rate in accordance with paragraph 8.4 of Framework Schedule 3]]

AEROSPACT SECTOR CUSTOMER CHARGES

[Option A: **Insert** the Charges for the Aerospace Sector Customer Deliverables]

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

[**Delete** if not used: All changes to the Charges must use procedures that are equivalent to those in Paragraphs 5 and 6) in Framework Schedule 3 (Framework Prices)]

[**Delete** if not used: The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between UKEF and the Supplier because of:

4. [Indexation]
5. [Specific Change in Law]

REIMBURSABLE EXPENSES UKEF

[**Insert** None **or insert** Recoverable as stated in the Framework Contract]



PAYMENT METHOD

UKEF ACCOUNT WORK [Insert payment method(s) and necessary details][Supplier to liaise with relevant Aerospace Sector Customer]

UKEF'S INVOICE ADDRESS:

[Insert name]

[Insert role]

[Insert email address]

[Insert address]

UKEF'S AUTHORISED REPRESENTATIVE

[Insert name]

[Insert role]

[Insert email address]

[Insert address]

IF APPLICABLE UKEF'S ENVIRONMENTAL POLICY

[If applicable Insert details [Document name] [version] [date] [available online at:]]

or insert: [Appended at Call-Off Schedule X]]

IF APPLICABLE UKEF'S SECURITY POLICY

[If applicable, insert details [Document name] [version] [date] [available online at:]]

or insert: [Appended at Call-Off Schedule X]]

SECURITY MANAGEMENT PLAN

[If required pursuant to paragraph 2.1 of Call-Off Schedule 9, insert details]

SUPPLIER'S AUTHORISED REPRESENTATIVE

[Insert name]

[Insert role]



[Insert email address]

[Insert address]

SUPPLIER'S CONTRACT MANAGER

[Insert name]

[Insert role]

[Insert email address]

[Insert address]

PROGRESS REPORT FREQUENCY

[Insert report frequency: On the first Working Day of each calendar month]

PROGRESS MEETING FREQUENCY

[Insert meeting frequency: Every six months from the date of this Order Form (or the following Working Day if such date is not a Working Day)]

KEY STAFF

As set out in Call-Off Schedule 7 (Key Staff).

KEY SUBCONTRACTOR(S)

[Insert name (registered name if registered)]

COMMERCIALLY SENSITIVE INFORMATION

[Insert Not applicable or insert Supplier's Commercially Sensitive Information]

SERVICE CREDITS FOR UKEF ACCOUNT WORK ONLY

[Insert Not applicable]

[or insert Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

The Service Credit Cap is: [Insert £value].

The Service Period is: [Insert duration: one Month]



A Critical Service Level Failure is: [**UKEF** to define]

ADDITIONAL INSURANCES

[**Insert** Not applicable

or insert details of Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements)]

SOCIAL VALUE COMMITMENT

[**Insert** Not applicable **or insert** 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:

Signature:

Name:

Role:

Date:

For and on behalf of the UKEF:

Signature:

Name:

Role:

Date:



Framework Schedule 7 (Call-Off Award Procedure)

Part 1: Order Procedure

1. Definitions

1.1 In this Framework Schedule 7, the following expressions shall have the following meanings:

1.2 “Guidance” means any customer guidance issued or updated by the UKEF from time to time in relation to the use of the Framework Agreement.

1.3 “Prospectus” means the written description of the Supplier’s capabilities and Supplier Personnel containing the information set out in Annex A of Framework Schedule 7 as the same may be amended or updated from time to time.

2. How a Call-Off Contract is awarded

2.1 If UKEF decides to source Deliverables through this Contract then it will award its Deliverables in accordance with the procedure in this Schedule and the requirements of the Regulations, and according to the Guidance issued by UKEF.

2.2 If UKEF can determine that:

2.2.1 its Deliverables can be met by the description of the Deliverables as set out in Framework Schedule 1 (Specification) and Framework Schedule 2 (Framework Tender); and

2.2.2 all of the terms of the proposed Call-Off Contract are laid down in this Contract and do not require amendment or any supplementary terms and conditions;

then UKEF may award a Call-Off Contract in accordance with the procedure set out in Paragraph 3 below.

2.3 If all of the terms of the proposed Call-Off Contract are not laid down in this Contract and UKEF:

2.3.1 requires the Supplier to develop proposals or a solution in respect of such Deliverables; and/or

2.3.2 needs to amend or refine the terms of the Framework Contract to reflect its Deliverables to the extent permitted by and in accordance with the Regulations;

then UKEF may award a Call-Off Contract in accordance with the Further Competition Procedure set out in Paragraph 4 below.

3. How a direct award works

3.1 Subject to Paragraph 2.2 above, UKEF awarding a Call-Off Contract under this Contract without holding a further competition shall:

3.1.1 develop a clear Statement of Requirements and at its sole discretion either:

(a) apply the direct award criteria to the Suppliers’ Prospectus and description of the Deliverables as set out in Framework Schedule 1 (Specification) and Framework Schedule 2 (Framework Tender) for all Suppliers capable of meeting the Statement of Requirements in order to establish which Supplier provides the most economically advantageous tender (“MEAT”) solution; or



(b) where UKEF has reasonable grounds to believe that a particular Supplier would provide the best value for money: e.g. UKEF believes that the Supplier provides demonstrable value for money, which may include but is not limited to:

- (i) Cost effectiveness;
- (ii) Price; and/or
- (iii) Quality.

(c) in respect of the relevant requirement UKEF may award a Call-Off Contract to that Supplier; on the basis set out above, award the Call-Off Contract with the successful Supplier in accordance with Paragraph 7 below.

3.2 A Call-Off Contract may also be awarded on the basis of a direct award where the Prospectus(es), reasons contemplated by Paragraph 3.1.1(b) above and/or checks for Conflicts of Interest indicate that only one Supplier is capable of delivering the requirements, or where the responses to an expression of interest indicate that only one Supplier is interested in, or able to meet, the Statement of Requirements.

4. How a further competition works

What UKEF has to do

4.1 UKEF awarding a Call-Off Contract under this Contract through a Further Competition Procedure shall:

4.1.1 develop a Statement of Requirements setting out its requirements for the Deliverables, and identify the Suppliers capable of supplying them using the Prospectus(es) and/or an expression of interest;

4.1.2 amend or refine the Deliverables to reflect its requirements by using the Order Form only to the extent permitted by and in accordance with the requirements of the Regulations;

4.1.3 invite tenders by conducting a Further Competition Procedure for its Deliverables in accordance with the Regulations and in particular:

(a) invite the Suppliers identified in accordance with Paragraph 4.1.1 to submit a tender in writing for each proposed Call-Off Contract to be awarded by giving written notice by email to the relevant Supplier Representative of each Supplier. A minimum of two suppliers must be invited to further competition;

(b) set a time limit for the receipt of the tenders which takes into account factors such as the complexity of the subject matter of the proposed Call-Off Contract and the time needed to submit tenders; and

(c) keep each tender confidential until the time limit set out for the return of tenders has expired.



4.1.4 apply the further competition award criteria to the Suppliers' compliant tenders submitted through the Further Competition Procedure as the basis of its decision to award a Call-Off Contract for its Deliverables;

4.1.5 on the basis set out above, award its Call-Off Contract to the successful Supplier in accordance with Paragraph 7. The Call-Off Contract shall:

- (a) state the Deliverables;
- (b) state the tender submitted by the successful Supplier;
- (c) state the charges payable for the Deliverables in accordance with the tender submitted by the successful Supplier; and
- (d) incorporate the terms of the Order Form and Contract (as may be amended or refined by UKEF in accordance with Paragraph 4.1.2. above) applicable to the Deliverables,

4.1.6 provide unsuccessful Suppliers with feedback if requested in relation to the reasons why their tenders were unsuccessful within 30 days of the Call-Off Contract being awarded.

What the Supplier has to do

4.2 The Supplier shall in writing, by the time and date specified by UKEF following an invitation to tender pursuant to Paragraph 4.1.3 above, provide UKEF and UKEF with either:

4.2.1 a statement to the effect that it does not wish to tender in relation to the Deliverables and which permissible reason in Paragraph 5.1 applies; or

4.2.2 the full details of its tender made in respect of the relevant Statement of Requirements. In the event that the Supplier submits such a tender, it should include, as a minimum:

- (a) an email response subject line to comprise of unique reference number and Supplier name, so as to clearly identify the Supplier;
- (b) a brief summary, in the email (followed by a confirmation letter), stating that the Supplier is bidding for the Statement of Requirements;
- (c) a proposal covering the Deliverables;
- (d) CVs of key staff – as a minimum any lead point of contact, with others, as considered appropriate along with required staff levels (if necessary); and
- (e) confirmation of discounts applicable to the Deliverables, as referenced in Framework Schedule 3 (Framework Prices) (if applicable).

4.2.3 The Supplier shall ensure that any prices submitted in relation to a Further Competition Procedure held pursuant to this Paragraph 4 shall be based on the hourly rates set out in Schedule 3 (Framework Prices) and shall, where applicable, take into account any discount to which UKEF may be entitled as set out in Framework Schedule 3 (Framework Prices).

4.2.4 The Supplier agrees that:



- (a) all tenders submitted by the Supplier in relation to a Further Competition Procedure held pursuant to this Paragraph 4 shall remain open for acceptance by UKEF for ninety (90) Working Days (or such other period specified in the invitation to tender issued by UKEF in accordance with the Call-Off Procedure); and
- (b) all tenders submitted by the Supplier are made and will be made in good faith and that the Supplier has not fixed or adjusted and will not fix or adjust the price of the tender by or in accordance with any agreement or arrangement with any other person. The Supplier certifies that it has not and undertakes that it will not:
 - (i) communicate to any person other than the person inviting these tenders the amount or approximate amount of the tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain quotations required for the preparation of the tender; and
 - (ii) enter into any arrangement or agreement with any other person that he or the other person(s) shall refrain from submitting a tender or as to the amount of any tenders to be submitted.

5. Obligations to accept Orders

5.1 The Supplier shall (i) accept Orders by way of a direct award and (ii) respond to invitations to participate in Further Competition Procedures, for the provision of the Services to UKEF, unless it can demonstrate that one or more of the following applies:

- 5.1.1 the Supplier has insufficient Supplier Staff with the level of security clearance and/or inadequate resources available to properly service the Order because the required resources are engaged in servicing existing Orders or other work;
- 5.1.2 the Supplier does not have the necessary specialist expertise in the types of Deliverables, legal services, areas of legal practice, and/or industry sector specialisms required for the provision of such Services as may be requested by UKEF;
- 5.1.3 the Supplier has a Conflict of Interest in relation to a proposed Order and/or UKEF which cannot be mitigated to UKEF's satisfaction;
- 5.1.4 the Supplier has not been provided with at least (i) five (5) Working Days to submit a full written tender in response to a Further Competition Procedure or two (2) Working Days to accept an Order via a direct award;
- 5.1.5 the Supplier believes there is a possibility of breaching sanctions; and/or
- 5.1.6 the Supplier is required by the Regulatory Compliance requirements to refuse to act.

6 No requirement to award

6.1 Notwithstanding the fact that UKEF has followed a procedure as set out above in Paragraph 3 or 4 (as applicable), the Supplier acknowledges and agrees that UKEF shall be entitled at all times to decline to make an award for its Deliverables and that nothing in this Contract shall oblige UKEF to award any Call-Off Contract.



7 Awarding and creating a Call-Off contract

7.1 Subject to Paragraphs 2 to 4 above, UKEF may award a Call-Off Contract with the Supplier by sending (including electronically) a signed Order Form substantially in the form (as may be amended or refined by UKEF in accordance with Paragraph 4.1.2 above) of the Order Form Template set out in Framework Schedule 6 (Order Form Template and Call-Off Schedules).

7.2 The Parties agree that any document or communication (including any document or communication in the apparent form of a Call-Off Contract) which is not as described in this Paragraph 7 shall not constitute a Call-Off Contract under this Contract.

7.3 On receipt of an Order Form as described in Paragraph 7.1 from UKEF, the Supplier shall accept the Call-Off Contract by promptly signing and returning (including by electronic means) a copy of the Order Form to UKEF concerned.

7.4 On receipt of the countersigned Order Form from the Supplier, UKEF shall send (including by electronic means) a written notice of receipt to the Supplier within two (2) Working Days and the Call Off Contract shall be formed with effect from the Call Off Start Date stated in the Order Form.

Annex A: Prospectus

1. The Supplier shall develop and maintain throughout the Framework Contract Period a Prospectus containing the information set out in this Annex A (Prospectus), as may be amended by UKEF from time to time. Reference to this Prospectus may be used as part of the Call-Off Award Procedure:

- o An introductory page headed up with General Aerospace Legal Panel title, name of the Supplier, and carrying the UKEF logo to enable users to identify the prospectus;
- o A linked contents page allowing users to directly navigate to the relevant specialism;
- o A Font size of Arial 10 only. Standard A4. No animation or videos;
- o Where prospectuses are up issued or amended an appropriate version control applied;
- o No more than five pages per specialism, grouped as follows:
 - 1. Aviation finance in relation to commercial jets (including leasing and structured finance, operating lessor financing, financing for acquisition of such aircraft and PDP financing)
 - 2. Capital markets, Islamic finance and/or derivatives and hedging transactions in relation to financing aerospace assets
 - 3. Financing other aerospace assets, services and projects (aircraft engines, corporate/business jets, helicopters, flight simulators, parts and aviation assets and exports)
 - 4. Workouts, restructurings, dispute resolution and/or bankruptcy and insolvency in relation to financing aerospace assets
 - 5. International law (including treaties and conventions), sanctions and/or financial regulation in relation to financing aerospace assets and UKEF's statutory framework
- o Each specialism to be sub-divided by geographical region;



- o Each section of up to five pages per specialism should list the full extent of the panel supplier's service provision;
- o Where possible, relevant and up-to-date representative experience or case studies for each region and specialism (in chronological order, with the most recent first);
- o Maximum two or three key person profiles (if any) per specialism, with the key or primary contact details for each person;
- o No embedded documents;
- o No hyperlinks out to other documents or web pages;
- o A direct functional hyperlink is to be provided to UKEF to place in its internal panel guidance directing panel users to the prospectus. This hyperlink must be maintained at all times by the Supplier;
- o All Supplier prospectuses must be always up-to-date and fully accessible;
- o A maximum of 25 pages in total;
- o Supplier prospectuses will be hosted by the supplier. It is the decision of the supplier whether its prospectus is held on an external page, or within a client login area. If the decision is taken to hold in a client login area, a functional login and password must be provided to UKEF;
- o All prospectuses must be submitted to UKEF for approval by 5.00pm BST on 27 May 2022;

Part 2: Award Criteria

1. This Part 2 lays out award criteria for direct award (Annex B) and for further competition (Annex C) in accordance with the Call-Off Procedure.

Annex B: Direct award criteria

Firms may be down-selected to lead to a direct award based on, the content of their prospectus and/or the use of an expression of interest.

The criteria and weightings set out in the table headed "Direct Award Criteria" shall apply to the evaluation for direct award of each Call-Off awarded through down-selection.

Direct award will also be justifiable where:

- (i) UKEF exercises its discretion in accordance with Paragraph 3.1.1(b) of Part 1 of this Schedule, or
- (ii) only one Supplier is capable of, or interested in, delivering the requirement, including due to Conflicts of Interest.

Direct Award Criteria



| Criteria | Relative weighting percentage |
|---|-------------------------------|
| Quality (including but not limited to experience of relevant transaction structure(s) and jurisdictions (if applicable) and legal specialisms, service fitness for purpose, experience and availability of staff) | 10-90% |
| Price (total costs, cost effectiveness & price) | 10-90% |



Framework Schedule 9 (Cyber Essentials Scheme)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Cyber Essentials Scheme" the Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats (as may be amended from time to time). Details of the Cyber Essentials Scheme can be found at: <https://www.cyberessentials.ncsc.gov.uk/>

"Cyber Essentials Basic Certificate" the certificate awarded on the basis of self-assessment, verified by an independent certification body, under the Cyber Essentials Scheme and is the basic level of assurance;

"Cyber Essentials Certificate" Cyber Essentials Basic Certificate or the Cyber Essentials Plus Certificate to be provided by the Supplier as set out in the Framework Award Form

"Cyber Essential Scheme Data" sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme; and

"Cyber Essentials Plus Certificate" the certification awarded on the basis of external testing by an independent certification body of the Supplier's cyber security approach under the Cyber Essentials Scheme and is a more advanced level of assurance.

2. What Certification do you need

2.1 Where the Framework Award Form requires that the Supplier provide a Cyber Essentials Certificate prior to Framework Award, the Supplier shall provide a valid Cyber Essentials Certificate to UKEF. Where the Supplier fails to comply with this Paragraph it shall be prohibited from commencing the provision of Deliverables under any Contract until such time as the Supplier has evidenced to UKEF its compliance with this Paragraph 2.1.

2.2 Where the Supplier continues to process data during the Contract Period of any Call-Off Contract the Supplier shall deliver to UKEF evidence of renewal of the Cyber Essentials Certificate on each anniversary of the first applicable certificate obtained by the Supplier under Paragraph 2.1.

2.3 Where the Supplier is due to process data after the Start date of the first Call-Off Contract but before the end of the Framework Period or Contract Period of the last Call-Off Contract, the Supplier shall deliver to UKEF evidence of:

2.3.1 a valid and current Cyber Essentials Certificate before the Supplier processes any such Cyber Essentials Scheme Data; and

2.3.2 renewal of the valid Cyber Essentials Certificate on each anniversary of the first Cyber Essentials Scheme certificate obtained by the Supplier under Paragraph 2.1

2.4 In the event that the Supplier fails to comply with Paragraphs 2.2 or 2.3 (as applicable), UKEF reserves the right to terminate this Contract for material Default.



2.5 The Supplier shall ensure that all Sub-Contracts with Subcontractors (other than Affiliate Firms) who Process Cyber Essentials Scheme Data contain provisions no less onerous on the Subcontractors than those imposed on the Supplier under this Contract in respect of the Cyber Essentials Scheme under Paragraph 2.1 of this Schedule.

2.6 This Schedule shall survive termination or expiry of this Contract and each and any Call-Off Contract.



Joint Schedule 1 (Definitions)

- 1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In each Contract, unless the context otherwise requires:
- 1.3.1 the singular includes the plural and vice versa;
- 1.3.2 reference to a gender includes the other gender and the neuter;
- 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
- 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- 1.3.5 the words "including", "other", "in particular", "for example" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation";
- 1.3.6 references to "writing" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
- 1.3.7 references to "representations" shall be construed as references to present facts, to "warranties" as references to present and future facts and to "undertakings" as references to obligations under the Contract;
- 1.3.8 references to "Clauses" and "Schedules" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
- 1.3.9 references to "Paragraphs" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
- 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
- 1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract; and
- 1.3.12 UKEF is a Crown Body and shall be treated as contracting with the Crown as a whole.



1.4 In each Contract, unless the context otherwise requires, the following words shall have the following meanings:

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| "Additional Insurances" | insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements); |
| "Aerospace Sector Customer" | means the ultimate risk counterparty in respect of an Aerospace Transaction, as specified in the Order Form for the relevant Call-Off Contract (if applicable); |
| "Aerospace Transaction" | means a transaction for the financing of, or other support for, the export of aircraft, aircraft engines and/or other aviation assets and services in respect of which UKEF provides, or intends to provide support to one or more parties to that transaction; |
| "Affected Party" | the party seeking to claim relief in respect of a Force Majeure Event; |
| "Affiliates" | in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time; |
| "Affiliate Firm" | the law firm, counsel or other professional advisers in any jurisdiction appointed by the Supplier on behalf of UKEF, to provide niche or specialist legal or professional advice in connection with the Deliverables. |
| " Affiliate Firm Fee" | the amounts (exclusive of any applicable VAT or equivalent taxes) charged by the Affiliate Firm to the Supplier and passed through to UKEF (in respect of UKEF Account Work) or the Aerospace Sector Customer (in respect of any other Services) as part of the Charges in (less any Deductions) in accordance with Framework Schedule 3 (Framework Prices); |
| "Annex" | extra information which supports a Schedule; |
| "Approval" | the prior written consent of UKEF and "Approve" and "Approved" shall be construed accordingly; |
| "Audit" | <p>UKEF's right to:</p> <ul style="list-style-type: none"> a) verify the accuracy of the Charges and any other amounts payable by UKEF under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract); b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services; c) verify the Open Book Data; d) verify the Supplier's and each Subcontractor's compliance with the applicable Law; e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or |



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| | <p>accounting mistakes or any breach or threatened breach of security and in these circumstances UKEF shall have no obligation to inform the Supplier of the purpose or objective of its investigations;</p> <p>f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, and/or any Subcontractors or their ability to provide the Deliverables;</p> <p>g) obtain such information as is necessary to fulfil UKEF's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</p> <p>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</p> <p>i) carry out the UKEF's internal and statutory audits and to prepare, examine and/or certify UKEF's annual and interim reports and accounts;</p> <p>j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which UKEF has used its resources; or</p> <p>k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;</p> |
| "Auditor" | <p>a) UKEF's internal and external auditors;</p> <p>b) UKEF's statutory or regulatory auditors;</p> <p>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>d) HM Treasury or the Cabinet Office;</p> <p>e) any party formally appointed by UKEF to carry out audit or similar review functions; and</p> <p>f) successors or assigns of any of the above;</p> |
| "Authority Cause" | <p>any breach of the obligations of UKEF or any other default, act, omission, negligence or statement of UKEF, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which UKEF is liable to the Supplier;</p> |
| "BACS" | <p>the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;</p> |
| "BCDR Plan" | <p>has the meaning given to it in Clause 35.2 (Business Continuity Disaster Recovery Plan).</p> |
| "Beneficiary" | <p>a Party having (or claiming to have) the benefit of an indemnity under this Contract;</p> |



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| "Call-Off Contract" | the contract between UKEF and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form; |
| "Call-Off Contract Period" | the Contract Period in respect of the Call-Off Contract; |
| "Call-Off Expiry Date" | the date of the end of a Call-Off Contract as stated in the Order Form; |
| "Call-Off Incorporated Terms" | the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form; |
| "Call-Off Initial Period" | the Initial Period of a Call-Off Contract specified in the Order Form; |
| "Call-Off Optional Extension Period" | such period or periods beyond which the Call-Off Initial Period may be extended up to a maximum of the number of years in total specified in the Order Form; |
| "Call-Off Procedure" | the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Procedure and Award Criteria); |
| "Call-Off Special Terms" | any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract; |
| "Call-Off Start Date" | the date of start of a Call-Off Contract as stated in the Order Form; |
| "Call-Off Tender" | the tender submitted by the Supplier in response to UKEF's Statement of Requirements following a Call Off Procedure and set out at Call-Off Schedule 4 (Call-Off Tender); |
| "Central Government Body" | <p>a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none"> 6. Government Department; 7. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); 8. Non-Ministerial Department; or 9. Executive Agency; |
| "Change in Law" | any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date; |
| "Change of Control" | a change of control within the meaning of Section 450 of the Corporation Tax Act 2010; |
| "Charges" | the amounts (exclusive of any applicable VAT), payable to the Supplier under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions; |



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| "Claim" | any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract; |
| "Commercially Sensitive Information" | the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to UKEF that, if disclosed by UKEF, would cause the Supplier significant commercial disadvantage or material financial loss; |
| "Comparable Supply" | the supply of Deliverables to another buyer of the Supplier that are the same or similar to the Deliverables; |
| "Compliance Officer" | the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations; |
| "Confidential Information" | means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of UKEF or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as " confidential ") or which ought reasonably to be considered to be confidential; |
| "Conflict of Interest" | is a conflict between the financial or personal duties of the Supplier, the Supplier Staff and the duties owed to UKEF under the Contract, in the reasonable opinion of UKEF, and includes the meaning set out in the SRA guidance (issued 29 October 2019): https://www.sra.org.uk/solicitors/guidance/ethics-guidance/conflicts-interest/), as amended from time to time; |
| "Contract" | either the Framework Contract or the Call-Off Contract, as the context requires; |
| "Contracts Finder" | the Government's publishing portal for public sector procurement opportunities; |
| "Contract Period" | the term of either a Framework Contract or Call-Off Contract from the earlier of the: applicable Start Date; or the Effective Date until the applicable End Date; |
| "Contract Value" | the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier; |
| "Contract Year" | a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof; |
| "Control" | control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and " Controlled " shall be construed accordingly; |
| "Controller" | has the meaning given to it in the UK GDPR; |



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| "Core Terms" | the standard terms and conditions for services which govern how the Supplier must interact with UKEF under the Framework Contract and Call-Off Contracts; |
| "Crown Body" | the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf; |
| "CRTPA" | the Contract Rights of Third Parties Act 1999; |
| "Costs" | <p>the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:</p> <ul style="list-style-type: none"> a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including: <ul style="list-style-type: none"> i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) work place accommodation; viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and ix) reasonable recruitment costs, as agreed with the Buyer; b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets; c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables; but excluding: |



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| | <p>e) Overhead; f) financing or similar costs; g) maintenance and support costs to the extent that these relate to d) maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise; h) taxation; i) fines and penalties; j) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p> |
| “Data Protection Impact Assessment” | an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data; |
| “Data Protection Legislation” | means (i) the UK GDPR as amended from time to time; (ii) the Data Protection Act 2018 as amended from time to time; (iii) Regulations made under the Data Protection Act 2018; (iv) all applicable Law about the Processing of Personal Data; UK GDPR |
| “Data Protection Liability Cap” | the amount specified in the Framework Award Form. |
| “Data Protection Officer” | has the meaning given to it in the UK GDPR; |
| “Data Subject” | has the meaning given to it in the UK GDPR; |
| “Data Subject Access Request” | a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data; |
| “Deductions” | All Service Credits or any other deduction which UKEF is paid or is payable to UKEF under a Call-Off Contract; |
| “Default” | any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to UKEF; |
| “Deliverables” | Services that may be ordered under the Contract including the Documentation; |
| “Delivery” | delivery of the relevant Deliverable in accordance with the terms of a Call-Off Contract as confirmed and accepted by UKEF by confirmation in writing to the Supplier. “Deliver” and “Delivered” shall be construed accordingly; |
| “Disaster” | the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Order Form (for the purposes of this definition the “Disaster Period”); |
| “Disclosing Party” | the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential); |



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| "Dispute" | any claim, dispute or difference arises out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English Law or under the Law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts; |
| "Dispute Resolution Procedure" | the dispute resolution procedure set out in Clause 34 (Resolving disputes); |
| "Documentation" | <p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to UKEF under a Contract as:</p> <p>a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by UKEF to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables</p> <p>b) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>c) has been or shall be generated for the purpose of providing the Deliverables;</p> |
| "DOTAS" | the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions; |
| "DPA 2018" | the Data Protection Act 2018; |
| "Due Diligence Information" | any information supplied to the Supplier by or on behalf of UKEF prior to the Start Date; |
| "Effective Date" | the date on which the final Party has signed the Contract; |
| "EIR" | the Environmental Information Regulations 2004; |
| "Employment Regulations" | the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC; |
| "End Date" | <p>the earlier of:</p> <p>a) the Expiry Date (as extended by any Extension Period exercised by UKEF under Clause 10.2); or</p> <p>b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;</p> |
| "Environmental Policy" | to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of |



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| | greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of UKEF; |
| “Estimated Year 1 Charges” | the anticipated total Charges payable by UKEF and/or the Aerospace Sector Customer in the first Contract Year specified in the Order Form; |
| “Estimated Yearly Charges” | means for the purposes of calculating each Party’s annual liability under clause 11.2 : i) in the first Contract Year, the Estimated Year 1 Charges; or ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period; |
| “Equality and Human Rights Commission” | the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time; |
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| “Existing IPR” | any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise); |
| “Expiry Date” | the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates); |
| “Extension Period” | the Call-Off Optional Extension Period as the context dictates; |
| “Financial Institutions” | the banks and/or other financial institutions which will benefit from the guarantee(s) provided by UKEF in relation to an Aerospace Transaction; |
| “FOIA” | the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation; |
| “Force Majeure Event” | any event, occurrence, circumstance, matter or cause affecting the performance by either UKEF or the Supplier of its obligations arising from: a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract; b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; c) acts of a Crown Body, local government or regulatory bodies; d) fire, flood or any disaster; or |



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| | <p>e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:</p> <p>i. any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain;</p> <p>ii. any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and</p> <p>iii. any failure of delay caused by a lack of funds;</p> |
| "Force Majeure Notice" | a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event; |
| "Framework Award Form" | the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and UKEF; |
| "Framework Contract" | the framework agreement established between UKEF and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to UKEF by the Supplier pursuant to the Find a Tender Service (FTS)Notice; |
| "Framework Contract Period" | the period from the Framework Start Date until the End Date or earlier termination of the Framework Contract; |
| "Framework Expiry Date" | the date of the end of the Framework Contract as stated in the Framework Award Form; |
| "Framework Incorporated Terms" | the contractual terms applicable to the Framework Contract specified in the Framework Award Form; |
| "Framework Price(s)" | the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices); |
| "Framework Special Terms" | any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract; |
| "Framework Start Date" | the date of start of the Framework Contract as stated in the Framework Award Form; |
| "Framework Tender Response" | the tender submitted by the Supplier to UKEF and annexed to or referred to in Framework Schedule 2 (Framework Tender Response); |
| "Halifax Abuse Principle" | the principle explained in the CJEU Case C-255/02 Halifax and others; |
| "General Anti-Abuse Rule" | <p>a) the legislation in Part 5 of the Finance Act 2013; and</p> <p>b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;</p> |



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| "General Change in Law" | a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply; |
| "Good Industry Practice" | standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector; |
| "Government" | the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf; |
| "Government Data" | the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of UKEF's Confidential Information, and which: <ul style="list-style-type: none"> i. are supplied to the Supplier by or on behalf of UKEF; or ii. the Supplier is required to generate, process, store or transmit pursuant to a Contract; |
| "Government Procurement Card" | the Government's preferred method of purchasing and payment for low value goods or services https://www.gov.uk/government/publications/government-procurement-card--2 ; |
| "Group of Economic Operators" | means a group of economic operators acting jointly and severally to provide the Deliverables; |
| "HMRC" | Her Majesty's Revenue and Customs; |
| "ICT Policy" | the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure; |
| "Impact Assessment" | an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including: <ul style="list-style-type: none"> a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; b) details of the cost of implementing the proposed Variation; c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; d) a timetable for the implementation, together with any proposals for the testing of the Variation; and |



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| | such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request; |
| "Indemnifier" | a Party from whom an indemnity is sought under this Contract; |
| "Independent Control" | where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and " Independent Controller " shall be construed accordingly; |
| "Indexation" | the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form; |
| "Information" | has the meaning given under section 84 of the Freedom of Information Act 2000; |
| "Information Commissioner" | the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies; |
| "Initial Period" | the initial term of a Call- Off Contract specified in the Order Form. |
| "Insolvency Event" | <p>in respect of a person:</p> <p>a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or</p> <p>b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or</p> <p>c) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or</p> <p>d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or</p> <p>e) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or</p> <p>f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or</p> <p>g) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or</p> |



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| | <p>h) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or</p> <p>i) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the Law of any other jurisdiction;</p> |
| "Intellectual Property Rights" or "IPR" | <p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p> |
| "Invoicing Address" | the address to which the Supplier shall Invoice UKEF as specified in the Order Form; |
| "IPR Claim" | means any action, suit, claim, demand, Loss or other liability which UKEF or Crown may suffer or incur as a result of any claim that the performance of the Deliverables infringes or allegedly infringes (including the defence of such infringement or alleged infringement) of any third party IPR, used to provide the Deliverable or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to UKEF in the fulfilment of its obligations under a Contract; |
| "IR35" | the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ; |
| "Joint Controller Agreement" | the agreement (if any) entered into between UKEF and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (<i>Processing Data</i>); |
| "Joint Controllers" | where two or more Controllers jointly determine the purposes and means of Processing; |
| "Key Personnel" | the individuals (if any) identified as such in the Order Form; |
| "Key Sub-Contract" | each Sub-Contract with a Key Subcontractor; |
| "Key Subcontractor" | <p>any Subcontractor which is not an Affiliate Firm:</p> <p>a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</p> <p>b) which, in the opinion of UKEF performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or</p> |



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| | <p>c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract,</p> <p>and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;</p> |
| "Know-How" | all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date; |
| "Law" | any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 4(1) EU Withdrawal Act 2018 as amended by EU (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply; |
| "Losses" | means all losses, liabilities, damages, costs, expenses (including legal and professional fees), disbursements, costs of investigation, litigation, settlement, judgment, interest, fines and penalties (including regulatory penalties, fines and expenses) whether arising in contract or tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be construed accordingly; |
| "Man Day" | 7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; |
| "Man Hours" | the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks; |
| "Management Information" or "MI" | the management information specified in Framework Schedule 5 (Management Information); |
| "Marketing Contact" | shall be the person identified in the Framework Award Form; |
| "MI Default" | means when two (2) MI Reports are not provided in any rolling twelve (12) month period |
| "MI Failure" | <p>means when an MI report:</p> <ul style="list-style-type: none"> a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or c) is not submitted by the reporting date (including where a declaration of no business should have been filed); |
| "MI Report" | means a report containing Management Information submitted to UKEF in accordance with Framework Schedule 5 (Management Information); |



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| "MI Reporting Template" | means the form of report set out in the Annex to Framework Schedule 5 (Management Information) setting out the information the Supplier is required to supply to UKEF; |
| "Month" | a calendar month and "Monthly" shall be interpreted accordingly; |
| "National Insurance" | contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992; |
| "New IPR" | <p>a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same;</p> <p>but shall not include the Supplier's Existing IPR;</p> |
| "Occasion of Tax Non-Compliance" | <p>where:</p> <p>a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:</p> <ul style="list-style-type: none"> i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or <p>b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p> |
| "Open Book Data " | <p>complete and accurate financial and non-financial information which is sufficient to enable UKEF to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:</p> <p>a) the Supplier's Costs broken down against each Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;</p> <p>b) operating expenditure relating to the provision of the Deliverables including an analysis showing:</p> |



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| | <p>(i) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade;</p> <p>(ii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and</p> <p>(iii) Reimbursable Expenses, if allowed under the Order Form;</p> <p>(iv) Overheads;</p> <p>(v) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</p> <p>(vi) the Supplier Profit achieved over the Framework Contract Period and on an annual basis;</p> <p>(vii) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;</p> <p>(viii) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and</p> <p>(ix) the actual Costs profile for each Service Period;</p> |
| "Order" | means an order for the provision of the Deliverables placed by UKEF with the Supplier under a Contract; |
| "Order Form" | a completed Order Form Template (or equivalent information issued by UKEF) used to create a Call-Off Contract; |
| "Order Form Template" | the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules); |
| "Overhead" | those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs"; |
| "Parliament" | takes its natural meaning as interpreted by Law; |
| "Party" | in the context of both the Framework Contract and a Call-Off Contract UKEF or the Supplier. "Parties" shall mean both of them where the context permits; |
| "Performance Indicators" or "PIs" | the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management); |
| "Personal Data" | has the meaning given to it in the UK GDPR; |
| "Personal Data Breach" | has the meaning given to it in the UK GDPR; |
| "Personnel" | all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract; |



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| "Prescribed Person" | a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ; |
| "Processing" | has the meaning given to it in the UK GDPR; |
| "Processor" | has the meaning given to it in the UK GDPR; |
| "Processor Personnel" | all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract; |
| "Progress Meeting" | a meeting between UKEF Authorised Representative and the Supplier Authorised Representative; |
| "Progress Meeting Frequency" | the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 of the Core Terms as specified in the Order Form; |
| "Progress Report" | a report provided by the Supplier indicating the steps taken to achieve Delivery dates; |
| "Progress Report Frequency" | the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form; |
| "Prohibited Acts" | <p>to directly or indirectly offer, promise or give any person working for or engaged by UKEF or any other public body a financial or other advantage to:</p> <p>a) induce that person to perform improperly a relevant function or activity; or</p> <p>b) reward that person for improper performance of a relevant function or activity;</p> <p>to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>committing any offence:</p> <p>c) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</p> <p>d) under legislation or common law concerning fraudulent acts; or</p> <p>e) defrauding, attempting to defraud or conspiring to defraud UKEF or other public body; or</p> <p>any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p> |



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| "Protective Measures" | appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Framework Schedule 9 (Cyber Essentials), if applicable, in the case of the Framework Contract or Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract. |
| "Recipient Party" | the Party which receives or obtains directly or indirectly Confidential Information; |
| "Rectification Plan" | the Supplier's plan (or revised plan) to rectify its breach using the template in Joint Schedule 10 (Rectification Plan Template) which shall include: a) full details of the Default that has occurred, including a root cause analysis; b) the actual or anticipated effect of the Default; and c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable); |
| "Rectification Plan Process" | the process set out in Clause 10.5.4 to 10.5.6 (Rectification Plan Process); |
| "Regulations" | the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires); |
| "Regulatory Compliance" | means that the Deliverables shall at all times be supplied in accordance with, amongst other things: a) the legal and professional practice rules, codes, principles and proper interpretation of the Law and court decisions in existence in the applicable jurisdiction at the date on which the Deliverable is supplied to UKEF; and b) the standards of professionalism expected by the professional body that registers and authorises individuals (for example, solicitors, registered European lawyers and registered foreign lawyers) and firms of solicitors (or equivalents) to practice and provide legal services in the applicable jurisdiction; |
| "Reimbursable Expenses" | the reasonable out of pocket, travel and subsistence (for example, hotel and food) expenses and reasonable other expenses properly and necessarily incurred in the performance of the Services, but not including: a) any expenses incurred by the Supplier in the performance of the Services for UKEF Account Work, which were not incurred in accordance with UKEF's expenses policy current from time to time (if any); b) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless UKEF or the Aerospace Sector Customer otherwise agrees in advance in writing; and |



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| | c) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed; |
| "Relevant Requirements" | all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010; |
| "Relevant Tax Authority" | HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established; |
| "Reminder Notice" | a notice sent in accordance with Clause 10.7.1 given by the Supplier to UKEF in respect of UKEF Account Work providing notification that payment has not been received on time; |
| "Replacement Deliverables" | any deliverables which are substantially similar to any of the Deliverables and which UKEF receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those services are provided by UKEF internally and/or by any third party; |
| "Replacement Subcontractor" | a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor); |
| "Replacement Supplier" | any third party provider of Replacement Deliverables appointed by or at the direction of UKEF from time to time or where UKEF is providing Replacement Deliverables for its own account, shall also include UKEF; |
| "Request For Information" | a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs; |
| "Required Insurances" | the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form; |
| "Schedules" | any attachment to a Framework Contract or Call-Off Contract which contains important information specific to each aspect of buying and selling; |
| "Security Management Plan" | the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable); |
| "Security Policy" | UKEF's security policy (if any), as may be referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been or will be supplied to the Supplier), as updated from time to time and notified to the Supplier; |
| "Serious Fraud Office" | the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time; |
| "Service Levels" | any service levels applicable to the provision of the Deliverables under the Call-Off Contract (which, where Call-Off Contract Schedule 14 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule); |
| "Service Period" | has the meaning given to it in the Order Form; |



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| "Services" | services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form; |
| "Service Transfer" | any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor; |
| "Service Transfer Date" | the date of a Service Transfer; |
| "Sites" | any premises (including UKEF Premises, the Supplier's premises or third party premises) from, to or at which: a) the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; |
| "SME" | an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises; |
| "Special Terms" | any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract; |
| "Specific Change in Law" | a Change in Law that relates specifically to the business of UKEF and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date; |
| "Specification" | the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form; |
| "SRA" | means the Solicitors Regulatory Authority which regulates solicitors, law firms, non-lawyers who can be managers or employees of firms and other types of lawyer (e.g. registered foreign lawyers (RFLS) and registered European lawyers (RELs), in England and Wales (or equivalent organization in other jurisdictions). |
| "Standards" | any: a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; b) standards detailed in the specification in Framework Schedule 1 (Specification); c) standards detailed by UKEF in the Order Form or agreed between the Parties from time to time; d) relevant Government codes of practice and guidance applicable from time to time; |



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| "Start Date" | in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form; |
| "Statement of Requirements" | a statement issued by UKEF detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure; |
| "Storage Media" | the part of any device that is capable of storing and retrieving data; |
| "Sub-Contract" | any contract or agreement (or proposed contract or agreement), with an Affiliate Firm; or any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party: a) provides the Deliverables (or any part of them); b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them); |
| "Subcontractor" | any Affiliate Firm or person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that Affiliate Firm or person; |
| "Subprocessor" | any third Party appointed to process Personal Data on behalf of that Processor related to a Contract; |
| "Supplier" | the person, firm or company identified in the Framework Award Form; |
| "Supplier Assets" | all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding UKEF Assets; |
| "Supplier Authorised Representative" | the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract; |
| "Supplier's Confidential Information" | a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier; b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract; c) Information derived from any of (a) and (b) above; |
| "Supplier's Contract Manager" | the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs UKEF prior to the appointment; |
| "Supplier Equipment" | the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from UKEF) in the performance of its obligations under this Call-Off Contract; |



| | |
|---|--|
| "Supplier Fees" | The amounts (exclusive of any applicable VAT or equivalent taxes and any Affiliate Firm Fees) charged by the Supplier to UKEF (in respect of UKEF Account Work) or the Aerospace Sector Customer (in respect of any other Services) less any Deductions; |
| "Supplier Non-Performance" | where the Supplier has failed to: a) provide the Services in accordance with the Service Levels; and/or b) comply with an obligation under a Contract; |
| "Supplier Profit" | in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions in respect of a Call-Off Contract for the relevant period; |
| "Supplier Profit Margin" | in relation to a period or, the Supplier Profit for the relevant period; |
| "Supplier Staff" | all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract; |
| "Supply Chain Information Report Template" | the document at Annex 1 of Joint Schedule 12 (Supply Chain Visibility); |
| "Supporting Documentation" | sufficient information in writing to enable UKEF to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from UKEF or the relevant Aerospace Sector Customer under the Call-Off Contract detailed in the information are properly payable; |
| "Termination Notice" | a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination; |
| "Third Party IPR" | Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables; |
| "Transferring Supplier Employees" | those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date; |
| "Transparency Information" | the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by UKEF; and (ii) Commercially Sensitive Information; |



| | |
|--|--|
| "Transparency Reports" | the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to UKEF in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports); |
| "UKEF/ UK Export Finance" | The Secretary of State acting through the Export Credits Guarantee Department (operating as UK Export Finance) whose offices are located at 1 Horse Guards Road, London SW1A 2HQ |
| "UKEF Account Work" | means Services ordered by UKEF, in respect of which it is specified by UKEF in the relevant Order Form that UKEF will be responsible for the payment of Charges which Services may include but shall not be limited to: (i) UKEF policy development; and (ii) transactional advice where UKEF determines that an Insolvency Event has affected the relevant Aerospace Sector Customer and UKEF at its sole discretion has agreed to pay for such transaction advice in advance of the Call Off Contract being entered into; |
| "UKEF Assets" | UKEF's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to UKEF and which is or may be used in connection with the provision of the Deliverables which remain the property of UKEF throughout the term of the Contract; |
| "UKEF Authorised Representative" | the representative appointed by UKEF from time to time in relation to the Framework Contract initially identified in the Framework Award Form; |
| "UKEF Premises" | premises owned, controlled or occupied by UKEF which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them); |
| "UKEF's Confidential Information" | all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of UKEF (including all UKEF Existing IPR and New IPR); any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to UKEF's attention or into UKEF's possession in connection with a Contract; and information derived from any of the above; |
| "UK GDPR" | means the General Data Protection Regulation (Regulation (EU) 2016/679) as transposed into United Kingdom national Law by operation of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019; |
| "Variation" | has the meaning given to it in Clause 24 (Changing the contract); |
| "Variation Form" | the form set out in Joint Schedule 2 (Variation Form); |



| | |
|------------------------------|--|
| "Variation Procedure" | the procedure set out in Clause 24 (Changing the contract); |
| "VAT" | value added tax in accordance with the provisions of the Value Added Tax Act 1994; |
| "VCSE" | a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives; |
| "Worker" | any one of the Supplier Staff which UKEF, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and |
| "Working Day" | any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form. |



Joint Schedule 2 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

| | | |
|--|---|-------------------|
| Contract Details | | |
| This variation is between: | [delete as applicable: UKEF] And [insert name of Supplier] ("the Supplier") | |
| Contract name: | [insert name of contract to be changed] ("the Contract") | |
| Contract reference number: | [insert contract reference number] | |
| Details of Proposed Variation | | |
| Variation initiated by: | [delete as applicable: UKEF/Supplier] | |
| Variation number: | [insert variation number] | |
| Date variation is raised: | [insert date] | |
| Proposed variation | | |
| Reason for the variation: | [insert reason] | |
| An Impact Assessment shall be provided within: | [insert number] days | |
| Impact of Variation | | |
| Likely impact of the proposed variation: | [Supplier to insert assessment of impact] | |
| Outcome of Variation | | |
| Contract variation: | This Contract detailed above is varied as follows: <ul style="list-style-type: none">[UKEF to insert original Clauses or Paragraphs to be varied and the changed clause] | |
| Financial variation: | Original Contract Value: | £ [insert amount] |
| | Additional cost due to variation: | £ [insert amount] |
| | New Contract value: | £ [insert amount] |

- This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by [delete as applicable: UKEF]



- Words and expressions in this Variation shall have the meanings given to them in the Contract.
- The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.



Signed by an authorised signatory for and on behalf of the **[delete]** as applicable: UKEF]

Signature

Date

Name (in Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

Address



Joint Schedule 3 (Insurance Requirements)

1. The insurance you need to have

1.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under a Call-Off Contract (specified in the applicable Order Form) ("Additional Insurances") and any other insurances as may be required by applicable Law (together the "Insurances"). The Supplier shall ensure that each of the Insurances is effective no later than:

1.1.1 the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and

1.1.2 the Call-Off Contract Effective Date in respect of the Additional Insurances.

1.2 The Insurances shall be:

1.2.1 maintained in accordance with Good Industry Practice;

1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;

1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and

1.2.4 maintained for at least six (6) years after the End Date.

1.3 The Supplier shall ensure that the public policy contains an indemnity to principals clause under which UKEF shall be indemnified in respect of claims made against UKEF in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

2. Currency of the Insurance Policy

2.1 The Supplier shall hold the required Insurances in GBP or its equivalent in another currency.

2.2 Where the Supplier's Insurance is held in a currency other than GBP the Supplier shall ensure that the Insurance cover value remains equivalent to the GBP amount set out in the Annex for the duration of the Framework Contract Period.

2.3 If the Supplier holds Insurance cover in an amount other than GBP the Supplier accepts the currency risk and shall be liable for any shortfall that may arise as a result of a claim being converted into GBP.

3. How to manage the insurance

3.1 Without limiting the other provisions of this Contract, the Supplier shall:

3.1.1. take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;



3.1.2. promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and

3.1.3. hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

4. What happens if you aren't insured

4.1. The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.

4.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, UKEF may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

5. Evidence of insurance you must provide

5.1 The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to UKEF, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

6. Making sure you are insured to the required amount

6.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify UKEF and provide details of its proposed solution for maintaining the minimum limit of indemnity.

7. Cancelled Insurance

7.1 The Supplier shall notify UKEF in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.

7.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify UKEF (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

8 Insurance claims

8.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that UKEF receives a claim relating to or arising out of a Contract or the Deliverables, the



Supplier shall co-operate with UKEF and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

8.2 Except where UKEF is the claimant party, the Supplier shall give UKEF notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by UKEF) full details of the incident giving rise to the claim.

8.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.

8.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from UKEF any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX: REQUIRED INSURANCES

1. The Supplier shall hold the following insurance cover from the Framework Start Date in accordance with this Schedule:

1.1 professional indemnity insurance with cover of not less than an amount equal to forty million pounds (£40,000,000) for a single event or a series of related events;

1.2 public liability insurance with cover (for a single event or a series of related events and in the aggregate) of an amount equal to not less than one million pounds (£1,000,000); and

1.3 employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of an amount equal to not less than five million pounds (£5,000,000).



Joint Schedule 4 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.

1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).

1.3 Without prejudice to UKEF's obligation to disclose Information in accordance with FOIA or Clause 16 of the Core Terms (When you can share information), UKEF will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

| | |
|---|---|
| Contract Ref No | 822 |
| Description of Tenderer's Commercially Sensitive Information¹ | Pricing schedule |
| Cross reference(s) to location of sensitive information | Norton Rose Fulbright – Pricing Schedule.xlsx |
| Explanation of sensitivity | Pricing – commercially sensitive |
| Details of potential harm from disclosure | Loss of competitive advantage |
| Period of confidence | Indefinite |
| Contact details for Transparency/FOI matters | [Redacted] |

¹ You are advised to provide as much information as possible. The Authority shall endeavour to maintain the confidentiality of the sensitive information, but the ultimate decision on whether to publish or disclose lies with the Authority.



Joint Schedule 5 (Corporate Social Responsibility)

1. What we expect from our Suppliers

1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.
(https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf)

1.2 UKEF expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, UKEF expects its suppliers and subcontractors to comply with the standards set out in this Schedule.

1.3 The Supplier acknowledges that UKEF may have additional requirements in relation to corporate social responsibility for a specific Call off Contract. UKEF expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as UKEF may notify to the Supplier from time to time.

2. Equality and Accessibility

2.1 In addition to legal obligations, the Supplier shall support UKEF in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:

2.1.1 eliminate discrimination, harassment or victimisation of any kind; and

2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

3. Modern Slavery, Child Labour and Inhumane Treatment

"Modern Slavery Helpline" means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at
<https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

3.1 The Supplier:

3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;

3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;

3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.

3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.

3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.



3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;

3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;

3.1.8 shall at each annual Supplier Review Meeting prepare and deliver to UKEF the slavery and human trafficking statement set out in Annex 1 of this Joint Schedule 5.;

3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;

3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;

3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to UKEF and Modern Slavery Helpline.

4. Income Security

4.1 The Supplier shall:

4.1.1 ensure that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;

4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter;

4.1.3 All workers shall be provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;

4.1.4 not make deductions from wages:

(a) as a disciplinary measure

(b) except where permitted by law; or

(c) without expressed permission of the worker concerned;

4.1.5 record all disciplinary measures taken against Supplier Staff; and

4.1.6 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours

5.1 The Supplier shall:

5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;

5.1.2 that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;

5.1.3 ensure that use of overtime used responsibly, taking into account:



- (a) the extent;
- (b) frequency; and
- (c) hours worked;

by individuals and by the Supplier Staff as a whole;

5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.

5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:

5.3.1 this is allowed by national law;

5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;

appropriate safeguards are taken to protect the workers' health and safety; and

5.3.3 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

6. Sustainability

6.1 The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

Annex 1

[Supplier guidance: You must ensure that this annual statement is completed and sent to the UKEF Authorised Representative at the end of each Contract Year]

In accordance with paragraph 3 of this Joint Schedule 5 (Corporate Social Responsibility) we [enter Supplier Name] represents, warrants and undertake that in Contract Year [enter period]:

- (i) it has reviewed its policies and procedures to ensure its compliance with the Modern Slavery Act 2015;
- (ii) it has conducted its business in a manner consistent with paragraph 3 of this Joint Schedule 5 and all applicable laws, regulations and codes including the Modern Slavery Act 2015 and all analogous legislation in place in any part of the world;
- (iii) the Supplier has made reasonable enquiries of each Subcontractor when required under the Contract which enquiries revealed that such Subcontractor has not been convicted of any offence involving slavery and/or trafficking and is not, and has not at any time been, the subject of any



investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence regarding slavery and trafficking;

(iv) the Supplier has not been convicted of any offence involving slavery and/or trafficking and is not, and has not at any time been, the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence regarding slavery and trafficking.

The following steps have been taken during this Contract Year to ensure that slavery and human trafficking is not taking place in any of our supply chains or in any part of its business:

[please provide details]

Name:.....

Signed:.....

[Partner or other authorised signatory]

Date:.....



Joint Schedule 6 (Key Subcontractors)

1. Restrictions on certain subcontractors

1.1 The Supplier is entitled to sub contract its obligations under the Framework Contract to the Key Subcontractors set out in the Framework Award Form.

1.2 The Supplier is entitled to sub-contract its obligations under a Call-Off Contract to Key Subcontractors listed in the Framework Award Form who are specifically nominated in the Order Form.

1.3 Where during the Contract Period the Supplier wishes to enter into a new Key Sub contract or replace a Key Subcontractor, it must obtain the prior written consent of UKEF and the Supplier shall, at the time of requesting such consent, provide UKEF with the information detailed in Paragraph 1.4. Where UKEF, acting in its capacity as the Framework Authority, consents to the appointment of a new Key Subcontractor then they will be added to section 18 of the Framework Award Form. Where UKEF, is acting as a purchaser and/or recipient of the Services, consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Order Form. Without prejudice to UKEF's right to provide or withhold its consent to any new Key Subcontractor at its sole discretion, UKEF shall withhold its consent to the appointment of a Key Subcontractor if it considers that:

1.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;

1.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reasonable services to its other customers; and/or

1.3.3 the proposed Key Subcontractor employs unfit persons.

1.4 The Supplier shall provide UKEF with the following information in respect of the proposed Key Subcontractor:

1.4.1 the proposed Key Subcontractor's name, registered office and company registration number;

1.4.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;

1.4.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the UKEF that the proposed Key Sub Contract has been agreed on "arm's length" terms;

1.4.4 the Key Sub Contract price expressed as a percentage of the total projected Framework Price over the Framework Contract Period;

1.4.5 the Key Sub Contract price expressed as a percentage of the total projected Charges over the Call Off Contract Period; and

1.4.6 (where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Distress)) of the Key Subcontractor.



1.5 If requested by UKEF, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.4, the Supplier shall also provide:

1.5.1 a copy of the proposed Key Sub Contract; and

1.5.2 any further information reasonably requested by UKEF

1.5.3 The Supplier shall ensure that each new or replacement Key Sub Contract shall include:

1.5.4 provisions which will enable the Supplier to discharge its obligations under the Contracts;

1.5.5 a right under CRTPA for UKEF to enforce any provisions under the Key Sub-Contract which confer a benefit upon UKEF;

1.5.6 a provision enabling UKEF to enforce the Key Sub Contract as if it were the Supplier;

1.5.7 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub Contract to UKEF;

1.5.8 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the Framework Contract in respect of:

(a) the data protection requirements set out in Clause 14 (Data protection);

(b) the FOIA and other access request requirements set out in Clause 16 (When you can share information);

(c) the obligation not to embarrass UKEF or otherwise bring UKEF into disrepute;

(d) the keeping of records in respect of the services being provided under the Key Sub Contract, including the maintenance of Open Book Data; and

(e) the conduct of audits set out in Clause 6 (Record keeping and reporting);

1.5.9 provisions enabling the Supplier to terminate the Key Sub Contract on notice on terms no more onerous on the Supplier than those imposed on UKEF under Clauses 10.56 (When UKEF can end this contract) and 10.6 (What happens if the contract ends) of this Contract; and

1.5.10 a provision restricting the ability of the Key Subcontractor to sub contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub Contract without first seeking the written consent of UKEF.



Joint Schedule 7 (Financial Difficulties)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

| | |
|----------------------------|---|
| "Credit Rating Threshold" | the minimum credit rating level for the Monitored Company as set out in Annex 2 and |
| "Financial Distress Event" | <p>the occurrence or one or more of the following events:</p> <ul style="list-style-type: none"> a) the credit rating of the Monitored Company dropping below the applicable Credit Rating Threshold; b) the Monitored Company issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects; c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Party; d) Monitored Company committing a material breach of covenant to its lenders; e) a Key Subcontractor (where applicable) notifying UKEF that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute; or f) any of the following: <ul style="list-style-type: none"> i) commencement of any litigation against the Monitored Company with respect to financial indebtedness or obligations under a contract; ii) non-payment by the Monitored Company of any financial indebtedness; iii) any financial indebtedness of the Monitored Company becoming due as a result of an event of default; or iv) the cancellation or suspension of any financial indebtedness in respect of the Monitored Company <p>in each case which UKEF reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance of any Contract and delivery of the Deliverables in accordance with any Call-Off Contract;</p> |



"Financial Distress Service Continuity Plan" a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with [each Call-Off] Contract in the event that a Financial Distress Event occurs;

"Monitored Company" Supplier or any Key Subcontractor.

"Rating Agencies" the rating agencies listed in Annex 1.

2. When this Schedule applies

2.1 The Parties shall comply with the provisions of this Schedule in relation to the assessment of the financial standing of the Monitored Companies and the consequences of a change to that financial standing.

2.2 The terms of this Schedule shall survive:

2.2.1 under the Framework Contract until the later of (a) the termination or expiry of the Framework Contract or (b) the latest date of termination or expiry of any call-off contract entered into under the Framework Contract (which might be after the date of termination or expiry of the Framework Contract); and

2.2.2 under the Call-Off Contract until the termination or expiry of the Call-Off Contract.

3. What happens when your credit rating changes

3.1 The Supplier warrants and represents to UKEF that as at the Start Date the long term credit ratings issued for the Monitored Companies by each of the Rating Agencies are as set out in Annex 2.

3.2 The Supplier shall promptly (and in any event within five (5) Working Days) notify UKEF in writing if there is any downgrade in the credit rating below the Credit Rating Threshold issued by any Rating Agency for a Monitored Company.

3.3 If there is any downgrade in the credit rating below the Credit Rating Threshold issued by any Rating Agency for the Monitored Company the Supplier shall ensure that the Monitored Company's auditors thereafter provide UKEF within 10 Working Days of the end of each Contract Year and within 10 Working Days of written request by UKEF (such requests not to exceed 4 in any Contract Year) with written calculations of the quick ratio for the Monitored Company as at the end of each Contract Year or such other date as may be requested by UKEF. For these purposes the "quick ratio" on any date means:

where:

A is the value at the relevant date of all cash in hand and at the bank of the Monitored Company;

B is the value of all marketable securities held by the Supplier the Monitored Company determined using closing prices on the Working Day preceding the relevant date;

C is the value at the relevant date of all account receivables of the Monitored; and

D is the value at the relevant date of the current liabilities of the Monitored Company.

3.4 The Supplier shall:



3.4.1 regularly monitor the credit ratings of each Monitored Company with the Rating Agencies; and

3.4.2 promptly notify (or shall procure that its auditors promptly notify) UKEF in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.

3.5 For the purposes of determining whether a Financial Distress Event has occurred the credit rating of the Monitored Company shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the Monitored Company at or below the applicable Credit Rating Threshold.

4. What happens if there is a financial distress event

4.1 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if UKEF becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and UKEF shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.

4.2 In the event that a Financial Distress Event arises due to a Key Subcontractor notifying UKEF that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute then, UKEF shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier ten (10) Working Days to:

4.2.1 rectify such late or non-payment; or

4.2.2 demonstrate to UKEF's reasonable satisfaction that there is a valid reason for late or non-payment.

4.3 The Supplier shall and shall procure that the other Monitored Companies shall:

4.3.1 at the request of UKEF meet UKEF as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of each Contract and delivery of the Deliverables in accordance each Call-Off Contract; and

4.3.2 where UKEF reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1) that the Financial Distress Event could impact on the continued performance of each Contract and delivery of the Deliverables in accordance with each Call-Off Contract:

(a) submit to UKEF for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event); and

(b) provide such financial information relating to the Monitored Company as UKEF may reasonably require.

4.4 If UKEF does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be



resubmitted to UKEF within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is Approved by UKEF or referred to the Dispute Resolution Procedure.

4.5 If UKEF considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.

4.6 Following Approval of the Financial Distress Service Continuity Plan by UKEF, the Supplier shall:

4.6.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance each Contract and delivery of the Deliverables in accordance with each Call-Off Contract;

4.6.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 4.6.1, submit an updated Financial Distress Service Continuity Plan to UKEF for its Approval, and the provisions of Paragraphs 4.5 and 4.6 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and

4.6.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).

4.7 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify UKEF and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 4.6.4.

5. When UKEF can terminate for financial distress

5.1 UKEF shall be entitled to terminate a Contract for material Default if:

5.1.1 the Supplier fails to notify UKEF of a Financial Distress Event in accordance with Paragraph 3.4;

5.1.2 UKEF and the Supplier fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 4.3 to 4.5; and/or

5.1.3 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 4.6.3.

6. What happens If your credit rating is still good

6.1 Without prejudice to the Supplier's obligations and UKEF's rights and remedies under Paragraph 5, if, following the occurrence of a Financial Distress Event, the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:



6.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6;
and

6.1.2 UKEF shall not be entitled to require the Supplier to provide financial information in
accordance with Paragraph 4.3.2(b).

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ANNEX 1: RATING AGENCIES

Dun and Bradstreet

ANNEX 2: CREDIT RATINGS & CREDIT RATING THRESHOLDS

Part 1: Current Rating

| Entity | Credit rating (long term) |
|----------|---------------------------|
| Supplier | 30 |



Joint Schedule 10 (Rectification Plan)

| Request for [Revised] Rectification Plan | | |
|--|---|------------------|
| Details of the Default: | [Guidance: Explain the Default, with clear schedule and clause references as appropriate] | |
| Deadline for receiving the [Revised] Rectification Plan: | [add date (minimum 10 days from request)] | |
| Signed by [UKEF] : | | Date: |
| Supplier [Revised] Rectification Plan | | |
| Cause of the Default | [add cause] | |
| Anticipated impact assessment: | [add impact] | |
| Actual effect of Default: | [add effect] | |
| Steps to be taken to rectification: | Steps | Timescale |
| | 1. | [date] |
| | 2. | [date] |
| | 3. | [date] |
| | 4. | [date] |
| | [...] | [date] |
| Timescale for complete Rectification of Default | [X] Working Days | |
| Steps taken to prevent recurrence of Default | Steps | Timescale |
| | 1. | [date] |
| | 2. | [date] |
| | 3. | [date] |
| | 4. | [date] |
| | [...] | [date] |



| | | | |
|--|--|-------|--|
| Signed by the Supplier: | | Date: | |
| Review of Rectification Plan [UKEF] | | | |
| Outcome of review | [Plan Accepted] [Plan Rejected] [Revised Plan Requested] | | |
| Reasons for Rejection (if applicable) | [add reasons] | | |
| Signed by [UKEF] | | Date: | |



Joint Schedule 11 (Processing Data)

Status of the Controller

1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each Party under the DPA. A Party may act as:

- (a) “Controller” in respect of the other Party who is “Processor”;
- (b) “Processor” in respect of the other Party who is “Controller”;
- (c) “Joint Controller” with the other Party;
- (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (Processing Personal Data) which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

2. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (Processing Personal Data) by the Controller.

3. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.

4. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:

- (a) a systematic description of the envisaged Processing and the purpose of the Processing;
- (b) an assessment of the necessity and proportionality of the Processing in relation to the Services;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

5. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:

- (a) Process that Personal Data only in accordance with Annex 1 (Processing Personal Data), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;



- (ii) harm that might result from a Personal Data Breach;
- (iii) state of technological development; and
- (iv) cost of implementing any measures;
- (c) ensure that :
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (Processing Personal Data));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (Data protection), 15 (What you must keep confidential) and 16 (When you can share information);
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
 - (d) not transfer Personal Data outside of the UK or European Economic Area unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
 - (v) the Controller and the Processor agree that without any further action being required they have entered into the ICO's Standard Contractual Clauses set out in Annex 4 to this Schedule 11 in respect of the processing of Personal Data outside of the UK and the European Economic Area.
 - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
- 6. Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
 - (a) receives a Data Subject Access Request (or purported Data Subject Access Request);



- (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Personal Data Breach.
7. The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
8. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
9. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the Processing is not occasional;
 - (b) the Controller determines the Processing includes Special Categories of Data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
10. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
11. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.



12. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:

- (a) notify the Controller in writing of the intended Subprocessor and Processing;
- (b) obtain the written consent of the Controller;
- (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
- (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.

13. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.

14. UKEF may, at any time on not less than 30 Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).

15. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. UKEF may on not less than 30 Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

16. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11 (Processing Data).

Independent Controllers of Personal Data

17. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.

18. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.

19. Where a Party has provided Personal Data to the other Party in accordance with paragraph 17 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.

20. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.

21. The Parties shall only provide Personal Data to each other:

- (a) to the extent necessary to perform their respective obligations under the Contract;



(b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and

(c) where it has recorded it in Annex 1 (Processing Personal Data).

22. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

23. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.

24. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract ("Request Recipient"):

(a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or

(b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:

(i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and

(ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.

25. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:

(a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;

(b) implement any measures necessary to restore the security of any compromised Personal Data;

(c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and



(d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.

26. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (Processing Personal Data).

27. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (Processing Personal Data).

28. Notwithstanding the general application of paragraphs 2 to 15 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 17 to 27 of this Joint Schedule 11.

29. In the event that both Parties are Controllers of the Personal Data and for the purposes of the Services the Personal Data will be transferred outside of the UK and the European Economic Area the Parties agree:

29.1. that without any further action being required they have entered into the ICO's Standard Contractual Clauses set out in Annex 3 to this Schedule 11 in respect of data transfers by the Supplier outside of the UK and the European Economic Area;

29.2. to use best endeavours to complete the annexes to the Standard Contractual Clauses promptly and at their own cost for the purpose of giving full effect to them; and

29.3. that if there is any conflict between the Contract and the Standard Contractual Clauses the terms of the Standard Contractual Clauses shall apply.

Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with UKEF at its absolute discretion.

1.1 The contact details of UKEF's Data Protection Officer are: [Redacted], Information Access Team, UK Export Finance, 1 Horse Guards Road, London SW1A 2HQ Email: [Redacted]

1.2 The contact details of the Supplier's Data Protection Officer are: [Redacted]

1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.



1.4 Any such further instructions shall be incorporated into this Annex.

| Description | Details |
|---|--|
| Identity of Controller for each Category of Personal Data | <p>The Parties are Joint Controllers</p> <p><i>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> Staff of third parties to a transaction <p>The Parties are Independent Controllers of Personal Data</p> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i> <i>Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant UKEF (excluding the Supplier Personnel) engaged in the performance of UKEF's duties under the Contract) for which UKEF is the Controller,</i> [Insert the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that UKEF cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by UKEF] <p>[Guidance where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]</p> |
| Duration of the Processing | <i>From the Framework Start Date to the Framework Expiry Date and for each Call-off Contract from Call-Off Start Date to Call-Off Expiry Date</i> |



| | |
|---|--|
| Nature and purposes of the Processing | <i>collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i> <i>The purpose is for the provision of legal services</i> |
| Type of Personal Data | <i>Name, address, email address, telephone number, images.</i> |
| Categories of Data Subject | <i>Staff (including agents, consultants, advisers, and temporary workers), customers/ clients, suppliers</i> |
| Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data | <i>minimum of seven years form Framework Expiry Date or Call-Off Expiry Date</i> |

Annex 2 - Joint Controller Agreement

1. Joint Controller Status and Allocation of Responsibilities

1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of paragraphs 2-15 of Joint Schedule 11 (Where one Party is Controller and the other Party is Processor) and paragraphs 7-27 of Joint Schedule 11 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.

1.2 The Parties agree that the [Supplier/UKEF]:

- (a) is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;
- (b) shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;



- (c) is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;
- (d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Services where consent is the relevant legal basis for that Processing; and
- (e) shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the [Supplier's/UKEF's] privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

1.3 Notwithstanding the terms of Clause 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

2. Undertakings of both Parties

2.1 The Supplier and UKEF each undertake that they shall:

- (a) report to the other Party every [x] months on:
 - (i) the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);
 - (ii) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
 - (iii) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;
 - (iv) any communications from the Information Commissioner or any other regulatory UKEF in connection with Personal Data; and
 - (v) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,that it has received in relation to the subject matter of the Contract during that period;
- (b) notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);
- (c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
- (d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) ensure consent has been obtained from the Data Subject prior to disclosing or transferring the Personal Data to the third party. For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;



- (e) request from the Data Subject only the minimum information necessary to provide the Services and treat such extracted information as Confidential Information;
- (f) ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;
- (g) take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
 - (i) are aware of and comply with their duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information
 - (ii) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so;
 - (iii) have undergone adequate training in the use, care, protection and handling of Personal Data as required by the applicable Data Protection Legislation;
- (h) ensure that it has in place Protective Measures as appropriate to protect against a Personal Data Breach having taken account of the:
 - (i) nature of the data to be protected;
 - (i) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that it holds; and
- (i) ensure that it notifies the other Party as soon as it becomes aware of a Personal Data Breach.

2.2 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations

3. Data Protection Breach

3.1 Without prejudice to clause 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing UKEF and its advisors with:

- (a) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation;



(b) all reasonable assistance, including:

- (i) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
- (ii) co-operation with the other Party including taking such reasonable steps as are directed by UKEF to assist in the investigation, mitigation and remediation of a Personal Data Breach;
- (iii) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or
- (iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 3.2.

3.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:

- (a) the nature of the Personal Data Breach;
- (b) the nature of Personal Data affected;
- (c) the categories and number of Data Subjects concerned;
- (d) the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;
- (e) measures taken or proposed to be taken to address the Personal Data Breach; and
- (f) describe the likely consequences of the Personal Data Breach.

4. Audit

4.1 The Supplier shall permit:

- (a) UKEF, or a third-party auditor acting under UKEF's direction, to conduct, at UKEF's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or
- (b) UKEF, or a third-party auditor acting under UKEF's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 UK GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Services.



4.2 UKEF may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with Clause 4.1 in lieu of conducting such an audit, assessment or inspection.

5. Impact Assessments

5.1 The Parties shall:

(a) provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and

(b) maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 UK GDPR.

6. ICO Guidance

The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant Central Government Body. UKEF may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Central Government Body.

7. Liabilities for Data Protection Breach

[Guidance: This clause represents a risk share, you may wish to reconsider the apportionment of liability and whether recoverability of losses are likely to be hindered by the contractual limitation of liability provisions]

7.1 If financial penalties are imposed by the Information Commissioner on either UKEF or the Supplier for a Personal Data Breach ("Financial Penalties") then the following shall occur:

(a) if in the view of the Information Commissioner, UKEF is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of UKEF, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by UKEF, then UKEF shall be responsible for the payment of such Financial Penalties. In this case, UKEF will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to UKEF and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;

(b) if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that UKEF is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to UKEF and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or



(c) if no view as to responsibility is expressed by the Information Commissioner, then UKEF and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms (Resolving disputes).

7.2 If either UKEF or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("Court") by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.

7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the "Claim Losses"):

(a) if UKEF is responsible for the relevant Personal Data Breach, then UKEF shall be responsible for the Claim Losses;

(b) if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and

(c) if responsibility for the relevant Personal Data Breach is unclear, then UKEF and the Supplier shall be responsible for the Claim Losses equally.

7.4 Nothing in either clause 7.2 or clause 7.3 shall preclude UKEF and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Personal Data Breach, having regard to all the circumstances of the Personal Data Breach and the legal and financial obligations of UKEF.

8. Termination

If the Supplier is in material Default under any of its obligations under this Annex 2 (Joint Controller Agreement), UKEF shall be entitled to terminate the Contract by issuing a Termination Notice to the Supplier in accordance with Clause 10 of the Core Terms (Ending the Contract).

9. Sub-Processing

10.1 In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:

(a) carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and



(b) ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

10. Data Retention

The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the a Party for statutory compliance purposes or as otherwise required by the Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.

Annex 3 - Controller to Controller Standard Contractual Clauses

Standard contractual clauses for the transfer of Personal Data from the UK to third countries
(Controller to Controller transfers)

Data transfer agreement

between

(name)

(address and country of establishment)

hereinafter "Data Exporter")

and

(name

(address and country of establishment)

hereinafter "Data Importer"

each a "Party"; together "the Parties".

Definitions

For the purposes of the clauses:



- a) “Personal Data”, “Special Categories of Data/Sensitive Data”, “Process/Processing”, “Controller”, “Processor”, “Data Subject” and “Commissioner” shall have the same meaning as in the UK GDPR.
- b) “the Data Exporter” shall mean the Controller who transfers the Personal Data;
- c) “the Data Importer” shall mean the Controller who agrees to receive from the Data Exporter Personal Data for further Processing in accordance with the terms of these clauses and who is not subject to a third country’s system ensuring adequate protection;
- d) “clauses” shall mean these standard contractual clauses, which are a free-standing document that does not incorporate commercial business terms established by the Parties under the Contract.

The details of the transfer (as well as the Personal Data covered) are specified in Annex B, which forms an integral part of the clauses.

I. Obligations of the Data Exporter

The Data Exporter warrants and undertakes that:

- a) The Personal Data have been collected, Processed and transferred in accordance with the laws applicable to the Data Exporter.
- b) It has used reasonable efforts to determine that the Data Importer is able to satisfy its legal obligations under these clauses.
- c) It will provide the Data Importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the Data Exporter is established.
- d) It will respond to enquiries from Data Subjects and the Commissioner concerning Processing of the Personal Data by the Data Importer, unless the Parties have agreed that the Data Importer will so respond, in which case the Data Exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the Data Importer is unwilling or unable to respond. Responses will be made within a reasonable time.



e) It will make available, upon request, a copy of the clauses to Data Subjects who are third party beneficiaries under clause III, unless the clauses contain Confidential Information, in which case it may remove such information. Where information is removed, the Data Exporter shall inform Data Subjects in writing of the reason for removal and of their right to draw the removal to the attention of the Commissioner. However, the Data Exporter shall abide by a decision of the Commissioner regarding access to the full text of the clauses by Data Subjects, as long as Data Subjects have agreed to respect the confidentiality of the confidential information removed. The Data Exporter shall also provide a copy of the clauses to the Commissioner where required.

II. Obligations of the Data Importer

The Data Importer warrants and undertakes that:

a) It will have in place appropriate technical and organisational measures to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the Processing and the nature of the data to be protected.

b) It will have in place procedures so that any third party it authorises to have access to the Personal Data, including Processors, will respect and maintain the confidentiality and security of the Personal Data. Any person acting under the authority of the Data Importer, including a data Processor, shall be obligated to Process the Personal Data only on instructions from the Data Importer. This provision does not apply to persons authorised or required by Law or regulation to have access to the Personal Data.

c) It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the Data Exporter (which will pass such notification on to the Commissioner where required) if it becomes aware of any such laws.

d) It will Process the Personal Data for purposes described in Annex B, and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.

e) It will identify to the Data Exporter a contact point within its organisation authorised to respond to enquiries concerning Processing of the Personal Data, and will cooperate in good faith with the Data Exporter, the Data Subject and the Commissioner concerning all such enquiries within a reasonable time. In case of legal dissolution of the Data Exporter, or if the parties have so agreed, the Data Importer will assume responsibility for compliance with the provisions of clause I(e).



f) At the request of the Data Exporter, it will provide the Data Exporter with evidence of financial resources sufficient to fulfil its responsibilities under clause III (which may include insurance coverage).

g) Upon reasonable request of the Data Exporter, it will submit its data Processing facilities, data files and documentation needed for Processing to reviewing, auditing and/or certifying by the Data Exporter (or any independent or impartial inspection agents or auditors, selected by the Data Exporter and not reasonably objected to by the Data Importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the Data Importer, which consent or approval the Data Importer will attempt to obtain in a timely fashion.

h) It will Process the Personal Data, at its option, in accordance with:

(i) the data protection laws of the country in which the Data Exporter is established, or

(ii) the relevant provisions of any UK adequacy regulations pursuant to Section 17A Data Protection Act 2018 or Paras 4,5 & 6 Schedule 21 Data Protection Act 2018, where the Data Importer complies with the relevant provisions of such adequacy regulations and is based in a country to which such adequacy regulations pertains, but is not covered by such adequacy regulations for the purposes of the transfer(s) of the Personal Data , or

(iii) the data Processing principles set forth in Annex A.

Data importer to indicate which option it selects:

(i) ☐ the UK GDPR and DPA 2018, or

(ii) ☐ the data processing principles set forth in Annex A.

Initials of data importer:



- i) It will not disclose or transfer the Personal Data to a third party data Controller located outside the UK unless it notifies the Data Exporter about the transfer and
- (i) the third party data Controller Processes the Personal Data in accordance with UK adequacy regulations finding that a third country provides adequate protection, or
- (i) the third-party data Controller becomes a signatory to these clauses, or another data transfer agreement approved by the Commissioner, or
- (ii) Data Subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or
- (iii) with regard to onward transfers of sensitive data, Data Subjects have given their unambiguous consent to the onward transfer.

III. Liability and third party rights

- a) Each Party shall be liable to the other parties for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a Party for its outrageous conduct) are specifically excluded. Each Party shall be liable to Data Subjects for damages it causes by any breach of third party rights under these clauses. This does not affect the liability of the data exporter under the UK GDPR or the DPA 2018..
- b) The Parties agree that a Data Subject shall have the right to enforce as a third party beneficiary this clause and clauses I(b), I(d), I(e), II(a), II(c), II(d), II(e), II(h), II(i), III(a), V, VI(d) and VII against the Data Importer or the Data Exporter, for their respective breach of their contractual obligations, with regard to his Personal Data, and accept jurisdiction for this purpose in the Data Exporter's country of establishment. In cases involving allegations of breach by the Data Importer, the data subject must first request the Data Exporter to take appropriate action to enforce his rights against the Data Importer; if the Data Exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against the Data Importer directly. A Data Subject is entitled to proceed directly against a Data Exporter that has failed to use reasonable efforts to determine that the Data Importer is able to satisfy its legal obligations under these clauses (the Data Exporter shall have the burden to prove that it took reasonable efforts).

IV. Law applicable to the clauses

These clauses shall be governed by the law of the country in which the Data Exporter is established, with the exception of the laws and regulations relating to Processing of the Personal Data by the



Data Importer under clause II(h), which shall apply only if so selected by the Data Importer under that clause.

V. Resolution of disputes with Data Subjects or the the Commissioner

a) In the event of a dispute or claim brought by a data subject or the UKEF concerning the Processing of the Personal Data against either or both of the parties, the Parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.

b) The Parties agree to respond to any generally available non-binding mediation procedure initiated by a Data Subject or by the Commissioner. If they do participate in the proceedings, the Parties may elect to do so remotely (such as by telephone or other electronic means). The Parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

c) Each Party shall abide by a decision of a competent court of the Data Exporter's country of establishment or of the Commissioner which is final and against which no further appeal is possible.

VI. Termination

a) In the event that the Data Importer is in breach of its obligations under these clauses, then the Data Exporter may temporarily suspend the transfer of Personal Data to the Data Importer until the breach is repaired or the Contract is terminated.

b) In the event that:

(i) the transfer of Personal Data to the Data Importer has been temporarily suspended by the Data Exporter for longer than one month pursuant to paragraph (a);

(ii) compliance by the Data Importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;

(iii) the Data Importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;



(iv) a final decision against which no further appeal is possible of a competent court of the Data Exporter's country of establishment or of the United Kingdom's rules that there has been a breach of the clauses by the Data Importer or the Data Exporter; or

(v) a petition is presented for the administration or winding up of the Data Importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the Data Importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs

then the Data Exporter, without prejudice to any other rights which it may have against the Data Importer, shall be entitled to terminate these clauses, in which case the Commissioner shall be informed where required. In cases covered by (i), (ii), or (iv) above the Data Importer may also terminate these clauses.

c) Either Party may terminate these clauses if new UK adequacy regulations under Section 17A Data Protection Act 2018 are issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the Data Importer.

d) The Parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under clause VI(c)) does not exempt them from the obligations and/or conditions under the clauses as regards the Processing of the Personal Data transferred.

VII. Variation of these clauses

The Parties may not modify these clauses except to update any information in Annex B, in which case they will inform the Commissioner where required. This does not preclude the parties from (i) making changes permitted by Paragraph 7(3) & (4) of Schedule 21 Data Protection Act 2018; or (ii) adding additional commercial clauses where required.

VIII. Description of the Transfer

The details of the transfer and of the Personal Data are specified in Annex B. The parties agree that Annex B may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under clause I(e). The Parties may execute additional annexes to cover additional transfers, which will be submitted to the Commissioner where required. Annex B may, in the alternative, be drafted to cover multiple transfers.

Dated: _____

FOR DATA IMPORTER

.....
.....

FOR DATA EXPORTER

.....
.....



.....

Annex A - DATA PROCESSING PRINCIPLES

- 1) Purpose limitation: Personal Data may be Processed and subsequently used or further communicated only for purposes described in Annex B or subsequently authorised by the Data Subject.
- 2) Data quality and proportionality: Personal Data must be accurate and, where necessary, kept up to date. The Personal Data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further Processed.
- 3) Transparency: Data Subjects must be provided with information necessary to ensure fair Processing (such as information about the purposes of Processing and about the transfer), unless such information has already been given by the Data Exporter.
- 4) Security and confidentiality: Technical and organisational security measures must be taken by the data Controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the Processing. Any person acting under the authority of the data Controller, including a Processor, must not Process the data except on instructions from the data Controller.
- 5) Rights of access, rectification, deletion and objection: Data Subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the Data Exporter.

Provided that the Commissioner has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the Data Importer or other organisations dealing with the Data Importer and such interests are not overridden by the interests for fundamental rights and freedoms of the Data Subject. The sources of the Personal Data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated.

Data Subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or Processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before



proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A Data Subject must also be able to object to the Processing of the Personal Data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the Data Importer, and the Data Subject may always challenge a refusal before the Commissioner.

6) Sensitive Data: The Data Importer shall take such additional measures (e.g. relating to security) as are necessary to protect such Sensitive Data in accordance with its obligations under clause II.

7) Data used for marketing purposes: Where data are Processed for the purposes of direct marketing, effective procedures should exist allowing the Data Subject at any time to “opt-out” from having his data used for such purposes.

8) Automated decisions: For purposes hereof “automated decision” shall mean a decision by the Data Exporter or the Data Importer which produces legal effects concerning a Data Subject or significantly affects a Data Subject and which is based solely on automated Processing of Personal Data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The Data Importer shall not make any automated decisions concerning Data Subjects, except when:

a) (i) such decisions are made by the Data Importer in entering into or performing a contract with the Data Subject, and

(ii) (the Data Subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties.

Or

b) where otherwise provided by the law of the Data Exporter.

ANNEX B - DESCRIPTION OF THE TRANSFER

(To be completed by the parties)

Data Subjects

The Personal Data transferred concern the following categories of Data Subjects:



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.....
.....

Purposes of the transfer(s)

The transfer is made for the following purposes:

.....
.....
.....

Categories of data

The Personal Data transferred concern the following categories of data:

.....
.....
.....

Recipients

The Personal Data transferred may be disclosed only to the following recipients or categories of recipients:

.....
.....
.....

Sensitive Data (if appropriate)

The Personal Data transferred concern the following Categories of Sensitive Data:

.....
.....
.....

Data protection registration information of Data Exporter (where applicable)

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.....

Additional useful information (storage limits and other relevant information)

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.....

Contact points for data protection enquiries

Data importer

Data Exporter

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Annex 4 - Transfer of personal data from the UK to processors established in third countries (controller-to-processor transfers).

THE PARTIES HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the Data Exporter to the Data Importer of the Personal Data specified in Annex A to this Annex 4.

1. Definitions

For the purposes of the Clauses:

- (a) personal data, special categories of data, process/processing, controller, processor, data subject and Commissioner shall have the same meaning as in the UK GDPR;
- (b) the data exporter means the controller who transfers the personal data;
- (c) the data importer means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with its instructions and the terms of the Clauses and who is not subject to a third country's system covered by UK adequacy regulations issued under section 17A Data Protection Act 2018 or Paragraphs 4 and 5 of Schedule 21 of the Data Protection Act 2018;
- (d) the sub-processor means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with its instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) the applicable data protection law means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the UK;
- (f) technical and organisational security measures means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

2. Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in ANNEX A1 which forms an integral part of the Clauses.



3. Third-party beneficiary clause

a) The data subject can enforce against the data exporter this clause 3, clause 4(b) to clause 4(i), clause 5(a) to clause 5(e) and clause 5(g) to clause 5(j), clause 6.1 and clause 6.2, clause 7, clause 8.2 and clause 9 to clause 12 as third-party beneficiary.

b) The data subject can enforce against the data importer this clause 3, clause 5(a) to clause 5(e) and clause 5(g), clause 6, clause 7, clause 8.2 and clause 9 to clause 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

c) The data subject can enforce against the sub-processor this clause 3(c), clause 5(a) to clause 5(e) and clause 5(g), clause 6, clause 7, clause 8.2, and clause 9 to clause 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

d) The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

4. Obligations of the data exporter

The data exporter agrees and warrants:

(a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the Commissioner) and does not violate the applicable data protection law;

(b) that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in ANNEX B to this contract;

(d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e) that it will ensure compliance with the security measures;



- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not covered by adequacy regulations issued under Section 17A Data Protection Act 2018 or Paragraphs 4 and 5 of Schedule 21 Data Protection Act 2018;
- (g) to forward any notification received from the data importer or any sub-processor pursuant to clause 5(b) and clause 8.3 to the Commissioner if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of ANNEX B and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of sub-processing, the processing activity is carried out in accordance with clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subjects as the data importer under the Clauses; and
- (j) that it will ensure compliance with clause 4(a) to clause 4(i).

5. Obligations of the data importer

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in ANNEX B before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;
 - (ii) any accidental or unauthorised access; and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;



- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the Commissioner with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the Commissioner ;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of ANNEX B which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the sub-processor will be carried out in accordance with clause 11; and
- (j) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

6. Liability

6.1 The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in clause 3 or in clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.

6.2 If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or its sub-processor of any of their obligations referred to in clause 3 or in clause 11 because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

6.3 If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in clause 3 or in clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its



rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

7. Mediation and jurisdiction

7.1 The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

(a) to refer the dispute to mediation, by an independent person or, where applicable, by the Commissioner ;

(b) to refer the dispute to the UK courts.

7.2 The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

8. Cooperation with supervisory authorities

8.1 The data exporter agrees to deposit a copy of this contract with the Commissioner if it so requests or if such deposit is required under the applicable data protection law.

8.2 The parties agree that the Commissioner has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

8.3 The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in clause 5(b).

9. Governing Law

The Clauses shall be governed by the law of the country of the United Kingdom in which the data exporter is established.

10. Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from (i) making changes permitted by Paragraph 7(3) & (4) of Schedule 21 Data Protection Act 2018; or (ii) adding clauses on business related issues where required as long as they do not contradict the Clauses.

11. Sub-processing

11.1 The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses. Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.



11.2 The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

11.3 The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the laws of the country of the UK where the data exporter is established.

11.4 The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to clause 5(j), which shall be updated at least once a year. The list shall be available to the Commissioner .

12. Obligation after the termination of personal data processing services

12.1 The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

12.2 The data importer and the sub-processor warrant that upon request of the data exporter and/or of the Commissioner, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

ANNEX A

The Parties may complete or specify, according to their national procedures, any additional necessary information to be contained in this ANNEX A.

Controller

The data controller is

Data exporter

The data exporter is (please specify briefly your activities relevant to the transfer):

Data importer

The data importer is (please specify briefly your activities relevant to the transfer): Insert

Sub-processor

The sub-processor is



Data subjects

The personal data transferred concern the following categories of data subjects (please specify)

Categories of data

The personal data transferred concern the following categories of data (please specify) •

Names

- Company address
- Personal email (business)
- Telephone (business)
- Mobile (business)

and all other Personal Data (as defined in the UK GDPR)

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data (please specify)

[Guidance: for the purposes of the SCC special categories includes:

- ☐ racial or ethnic origin
- ☐ political opinions
- ☐ religious or philosophical beliefs
- ☐ trade union membership
- ☐ genetic data
- ☐ biometric data (if used to identify a natural person)
- ☐ health
- ☐ sex life or sexual orientation
- ☐ criminal convictions and offences

If this doesn't apply please delete the special categories].

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify):

[Guidance: this section requires the buyer to list the processing activities which may be carried out. Below are some examples from the ICO. The buyer will need to think about how the data importer



will be using and handling the set of personal data transferred to it. If this is unlikely to apply this can be deleted.

- ☐ Receiving data, including collection, accessing, retrieval, recording, and data entry
- ☐ Holding data, including storage, organisation and structuring
- ☐ Using data, including analysing, consultation, testing, automated decision making and profiling
- ☐ Updating data, including correcting, adaptation, alteration, alignment and combination
- ☐ Protecting data, including restricting, encrypting, and security testing
- ☐ Sharing data, including disclosure, dissemination, allowing access or otherwise making available
- ☐ Returning data to the data exporter or data subject
- ☐ Erasing data, including destruction and deletion
- ☐ Other (please provide details of other types of processing).]

[insert]

DATA EXPORTER

DATA IMPORTER

Name:.....

Authorised signature:..... Name:.....

Authorised signature:.....

ANNEX B

[Guidance: UKEF will need to complete the checklist, adding in additional details which are relevant. The checklist includes the baseline security measures that any business (small or large) should implement to protect its data/systems.



It is unlikely to be appropriate if the data importer is providing IT, digital, technology or telecom processor services.

This checklist for use where the transfer to the data importer and its processing of the personal data does not cause a particularly high risk to the rights of individuals. For example, where the personal data transferred is:

- not special category data;
- not criminal convictions and offences data;
- not personal details issued as an identifier by a public authority;
- not bank account, credit card or other payment data; and
- not a large volume of data.

Consider each statement, and the relevant guidance set out below, and click in the box next to those statements which apply.

Add supplementary notes to provide any further relevant detail of those security measures.]

This Annex forms part of the Clauses and must be completed and signed by the Parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c):

The following checklist and supplementary details set out the description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c):

☐ We use firewalls to protect our internet connection This will be your first line of defence against an intrusion from the internet.

Supplementary details of firewalls used (add any relevant details):

☐ We choose the most appropriate secure settings for our devices and software Most hardware and software will need some level of set-up and configuration in order to provide effective protection.

Supplementary details of security settings used (add any relevant details):

☐ We control who has access to your data and services Restrict access to your system to users and sources you trust.

Supplementary details of how access to your system is controlled (add any relevant details):

☐ We protect ourselves from viruses and other malware? Anti-virus products can regularly scan your network to prevent or detect threats.



Supplementary details of antivirus and malware protection used (add any relevant details):

☐ We keep our software and devices up-to-date Hardware and software needs regular updates to fix bugs and security vulnerabilities.

Supplementary details of how software and devices are kept up to date (add any relevant details, including details of the software packages, cloud services and devices you use in processing the personal data transferred, and how you keep those updated):

☐ We regularly backup our data Regular backups of your most important data will ensure it can be quickly restored in the event of disaster or ransomware infection.

Supplementary details of how data is backed up (add any relevant details):

DATA EXPORTER

DATA IMPORTER

Name:.....

Authorised signature:..... Name:.....

Authorised signature:.....



Joint Schedule 12 (Supply Chain Visibility)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"SME" an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium sized enterprises;

"Supply Chain Information Report Template" the document at Annex 1 of this Schedule 12; and

"VCSE" a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

2. Advertising Supply Chain opportunities

2.1 Where the Call off Contract value is estimated to exceed £5,000,000 (five million pounds) the Supplier shall:

2.1.1 subject to paragraph 2.3, advertise on Contracts Finder all sub-contract opportunities arising from or in connection with the provision of the Deliverables in relation to that Call-Off Contract above a minimum threshold of £25,000 that arise during the Term;

2.1.2 within 90 days of awarding a sub-contract to a Subcontractor in relation to that Call-Off Contract, update the notice on Contract Finder with details of the successful Subcontractor;

2.1.3 monitor the number, type and value of the sub-contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Term of, and in relation to, that Call-Off Contract;

2.1.4 provide reports on the information at paragraph 2.3 to UKEF in the format and frequency as reasonably specified by UKEF; and

2.1.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

2.2 Each advert referred to at paragraph 2.1.1 shall provide a full and detailed description of the Sub-contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.

2.3 The obligation on the Supplier set out at paragraph 2.1 shall only apply in respect of Sub-contract opportunities arising after the relevant Call-Off Contract has been signed by both Parties.



2.4 Notwithstanding paragraph 2.1, UKEF may agree that a Sub-contract opportunity is not required to be advertised by the Supplier on Contracts Finder.

2.5 Where the Sub-contract is to be delivered outside of the UK by in-country partners and/or there are local laws, customs, or security issues that mean Subcontracts cannot be advertised paragraph 2.1 to 2.4 shall not apply.

3. Visibility of Supply Chain Spend

3.1 In addition to any other management information requirements set out in the Contract, the Supplier agrees and acknowledges that where the Call off Contract value is estimated to exceed £5,000,000 (five million pounds) the Supplier shall, at no charge, provide timely, full, accurate and complete SME management information reports (the “SME Management Information Reports”) to UKEF which incorporates the data described in the Supply Chain Information Report Template which is:

- (a) the total contract revenue received directly on the Contract;
- (b) the total value of sub-contracted revenues under the Contract (including revenues for non-SMEs/non-VCSEs); and
- (c) the total value of sub-contracted revenues to SMEs and VCSEs.

3.2 The SME Management Information Reports shall be provided by the Supplier in the correct format as required by the Supply Chain Information Report Template and any guidance issued by UKEF from time to time. The Supplier agrees that it shall use the Supply Chain Information Report Template to provide the information detailed at Paragraph 2.1(a) –(c) and acknowledges that the template may be changed from time to time (including the data required and/or format) by UKEF issuing a replacement version. UKEF agrees to give at least thirty (30) days’ notice in writing of any such change and shall specify the date from which it must be used.

3.3 The Supplier further agrees and acknowledges that it may not make any amendment to the Supply Chain Information Report Template without the prior Approval of UKEF.

Annex 1

Supply Chain Information Report template





Call-Off Schedule 1 (Transparency Reports)

1.1 The Supplier recognises that UKEF is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist UKEF with its compliance with its obligations under that PPN.

1.2 Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, upon UKEF's request and within a timeframe specified by UKEF, the Supplier shall submit to UKEF for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.

1.3 If UKEF rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by UKEF. If the Parties fail to agree on a draft Transparency Report UKEF shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.

1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to UKEF at the frequency referred to in the Annex of this Schedule.

Annex A: List of Transparency Reports

| Title | Content | Format | Frequency |
|-----------------------------|---------|--------|-----------|
| [Performance] | [] | [] | [] |
| [Call-Off Contract Charges] | [] | [] | [] |
| [Key Subcontractors] | [] | [] | [] |
| [Technical] | [] | [] | [] |
| [Performance management] | [] | [] | [] |



Call-Off Schedule 2 (Staff Transfer)

[Guidance note: UKEFs will need to ensure that appropriate provisions are included to deal with staff transfer on both entry and exit, and, irrespective of whether TUPE does apply on entry if there are employees eligible for New Fair Deal pension protection then the appropriate pensions provisions will also need to be selected.]

If there is a staff transfer from UKEF on entry (1st generation) then Part A shall apply.

If there is a staff transfer from former/incumbent supplier on entry (2nd generation), Part B shall apply.

If there is both a 1st and 2nd generation staff transfer on entry, then both Part A and Part B shall apply.

If either Part A and/or Part B apply, then consider whether Part D (Pensions) shall apply and UKEF shall indicate on the Order Form which Annex shall apply (either D1 (CSPS), D2 (NHSPS), or D3 (LGPS)). Part D pensions may also apply where there is not a TUPE transfer for example where the incumbent provider is successful.

If there is no staff transfer (either 1st generation or 2nd generation) at the Start Date then Part C shall apply and Part D pensions may also apply where there is not a TUPE transfer for example where the incumbent provider is successful.

If the position on staff transfers is not known at the bid stage, include Parts A, B, C and D at the bid stage and then update UKEF Contract Details before signing to specify whether Parts A and/or B, or C and D apply to the Contract.

Part E (dealing with staff transfer on exit) shall apply to every Contract.

-----GUIDANCE TO BE DELETED -----

1. Definitions

1.1 In this Schedule, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Employee Liability" all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:

- a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- b) unfair, wrongful or constructive dismissal compensation;



c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;

d) compensation for less favourable treatment of part-time workers or fixed term employees;

e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by UKEF or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Sub-contractor if such payment should have been made prior to the Service Transfer Date and also including any payments arising in respect of pensions;

f) claims whether in tort, contract or statute or otherwise;

any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

"Former Supplier" a supplier supplying the Deliverables to UKEF before the Relevant Transfer Date that are the same as or substantially similar to the Deliverables (or any part of the Deliverables) and shall include any Sub-contractor of such supplier (or any Sub-contractor of any such Sub-contractor);

"Partial Termination" the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.5 (When UKEF can end this contract) or 10.7 (When the Supplier can end the contract);

"Relevant Transfer" a transfer of employment to which the Employment Regulations applies;

"Relevant Transfer Date" in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part D: Pensions, shall include the Commencement Date, where appropriate;

"Supplier's Final Supplier Personnel List" a list provided by the Supplier of all Supplier Personnel whose will transfer under the Employment Regulations on the Service Transfer Date;

"Supplier's Provisional Supplier Personnel List" a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;

"Staffing Information" in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as UKEF may reasonably request (subject to all applicable provisions of the Data Protection Laws), but including in an anonymised format:

(a) their ages, dates of commencement of employment or engagement, gender and place of work;

(b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;



- (c) the identity of the employer or relevant contracting Party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

"Term" the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;

"Transferring UKEF Employees" those employees of UKEF to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date;

"Transferring Former Supplier Employees" in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date.

2. INTERPRETATION

Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to UKEF, Former Supplier, Replacement Supplier or Replacement Sub-contractor, as the case may be and where the Sub-contractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

3. Which parts of this Schedule apply

Only the following parts of this Schedule shall apply to this Call Off Contract:

[Delete if not applicable to the Call Off Contract]

- o [Part A (Staff Transfer At Start Date – Outsourcing From UKEF)]
- o [Part B (Staff Transfer At Start Date – Transfer From Former Supplier)]
- o [Part C (No Staff Transfer On Start Date)]



- o [Part D (Pensions)]
- [- Annex D1 (CSPS)]
- [- Annex D2 (NHSPS)]
- [- Annex D3 (LGPS)]
- [- Annex D4 (Other Schemes)]
- o Part E (Staff Transfer on Exit)

Part A: Staff Transfer at the Start Date

Outsourcing from UKEF

1. What is a relevant transfer

1.1 UKEF and the Supplier agree that:

1.1.1 the commencement of the provision of the Services or of each relevant part of the Services will be a Relevant Transfer in relation to the Transferring UKEF Employees; and

1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between UKEF and the Transferring UKEF Employees (except in relation to any terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Sub-Contractor and each such Transferring UKEF Employee.

1.1.3 UKEF shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring UKEF Employees in respect of the period arising up to (but not including) the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions.

2. Indemnities UKEF must give

2.1 Subject to Paragraph 2.2, UKEF shall indemnify the Supplier and any Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission by the indemnifying party in respect of any Transferring UKEF Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring UKEF Employee occurring before the Relevant Transfer Date.

2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-contractor whether occurring or having its origin before, on or after the Relevant Transfer Date.

2.3 Subject to Paragraphs 2.4 and 2.5, if any employee of UKEF who is not identified as a Transferring UKEF Employee claims, or it is determined in relation to any employees of UKEF, that his/her contract of employment has been transferred from UKEF to the Supplier and/or any Sub-contractor pursuant to the Employment Regulations then -



2.3.1 the Supplier will, within 5 Working Days of becoming aware of that fact, notify UKEF in writing;

2.3.2 UKEF may offer employment to such person, or take such other steps as it considers appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;

2.3.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;

2.3.4 if after the period referred to in Paragraph 2.3.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Supplier's compliance with Paragraphs 2.3.1 to 2.3.4 UKEF will indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of UKEF's employees referred to in this Paragraph 2.3.

2.4 The indemnity in Paragraph 2.3 shall not apply to any claim:

2.4.1 for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees in relation to any alleged act or omission of the Supplier and/or any Sub-contractor; or

2.4.2 (b) any claim that the termination of employment was unfair because the Supplier and/or any Sub-contractor neglected to follow a fair dismissal procedure.

2.5 The indemnity in Paragraph 2.3 shall not apply to any termination of employment occurring later than 3 Months from the Relevant Transfer Date.

2.6 If the Supplier and/or any Sub-contractor at any point accept the employment of any person as is described in Paragraph 2.3, such person shall be treated as having transferred to the Supplier and/or any Sub-contractor and the Supplier shall comply with such obligations as may be imposed upon it under applicable Law.

3. Indemnities the Supplier must give and its obligations

3.1 Subject to Paragraph 3.2, the Supplier shall indemnify UKEF against any Employee Liabilities arising from or as a result of any act or omission by the Supplier or any Sub-contractor in respect of any Transferring UKEF Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring UKEF Employee whether occurring before, on or after the Relevant Transfer Date.

3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of UKEF whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from UKEF's failure to comply with its obligations under the Employment Regulations.

3.3 The Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring UKEF Employees, from (and including) the Relevant Transfer Date including (without limit) the payment of all remuneration,



benefits, entitlements, PAYE, national insurance contributions and pension contributions and any other sums due under Part D: Pensions.

4. Information the Supplier must provide

The Supplier shall promptly provide to UKEF in writing such information as is necessary to enable UKEF to carry out its duties under regulation 13 of the Employment Regulations. UKEF shall promptly provide to the Supplier in writing such information as is necessary to enable the Supplier and any Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5. Cabinet Office requirements

5.1 The Parties agree that the Principles of Good Employment Practice issued by the Cabinet Office in December 2010 apply to the treatment by the Supplier of employees whose employment begins after the Relevant Transfer Date, and the Supplier undertakes to treat such employees in accordance with the provisions of the Principles of Good Employment Practice.

5.2 The Supplier shall comply with any requirement notified to it by UKEF relating to pensions in respect of any Transferring UKEF Employee as set down in (i) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007; (ii) HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999; (iii) HM Treasury's guidance "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or (iv) the New Fair Deal.

5.3 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraphs 5.1 or 5.2 shall be agreed in accordance with the Variation Procedure.

6. Pensions

6.1 The Supplier shall comply with:

6.1.1 all statutory pension obligations in respect of all Transferring UKEF Employees; and

6.1.2 the provisions in Part D: Pensions.

Part B: Staff transfer at the Start Date

Transfer from a former Supplier on Re-procurement

1. What is a relevant transfer

1.1 UKEF and the Supplier agree that:

1.1.1 the commencement of the provision of the Services or of any relevant part of the Services will be a Relevant Transfer in relation to the Transferring Former Supplier Employees; and

1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Sub-contractor and each such Transferring Former Supplier Employee.



1.2 UKEF shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions.

2. Indemnities given by the Former Supplier

2.1 Subject to Paragraph 2.2, UKEF shall procure that each Former Supplier shall indemnify the Supplier and any Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission by the Former Supplier in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee arising before the Relevant Transfer Date;

2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-contractor whether occurring or having its origin before, on or after the Relevant Transfer Date.

2.3 Subject to Paragraphs 2.4 and 2.5, if any employee of a Former Supplier who is not identified as a Transferring Former Supplier Employee and claims, and/or it is determined, in relation to such person that his/her contract of employment has been transferred from a Former Supplier to the Supplier and/or any Notified Sub-contractor pursuant to the Employment Regulations then:

2.3.1 the Supplier will within 5 Working Days of becoming aware of that fact notify UKEF and the relevant Former Supplier in writing;

2.3.2 the Former Supplier may offer employment to such person, or take such other steps as it considers appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;

2.3.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;

2.3.4 if after the period referred to in Paragraph 2.3.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Supplier's compliance with Paragraphs 2.3.1 to 2.3.4 UKEF shall procure that the Former Supplier will indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Former Supplier's employees referred to in Paragraph 2.3.

2.4 The indemnity in Paragraph 2.3 shall not apply to any claim:

2.4.1 for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of the Supplier and/or any Sub-contractor; or

2.4.2 that the termination of employment was unfair because the Supplier and/or Sub-contractor neglected to follow a fair dismissal procedure.



2.5 The indemnity in Paragraph 2.3 shall not apply to any termination of employment occurring later than 3 Months from the Relevant Transfer Date.

2.6 If the Supplier and/or any Sub-contractor at any point accept the employment of any person as is described in Paragraph 2.3, such person shall be treated as having transferred to the Supplier and/or any Sub-contractor and the Supplier shall comply with such obligations as may be imposed upon it under applicable Law.

3. Indemnities the Supplier must give and its obligations

3.1 Subject to Paragraph 3.1, the Supplier shall indemnify UKEF, and the Former Supplier against any Employee Liabilities arising from or as a result of any act or omission by the Supplier or any Sub-contractor in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee whether occurring before, on or after the Relevant Transfer Date.

3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under the Employment Regulations.

3.3 The Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due under Part D: Pensions.

4. Information the Supplier must give

The Supplier shall promptly provide to UKEF and/or at UKEF's direction, the Former Supplier, in writing such information as is necessary to enable UKEF and/or the Former Supplier to carry out their respective duties under regulation 13 of the Employment Regulations. UKEF shall procure that the Former Supplier shall promptly provide to the Supplier in writing such information as is necessary to enable the Supplier and any Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5. Cabinet Office requirements

5.1 The Supplier shall comply with any requirement notified to it by UKEF relating to pensions in respect of any Transferring Former Supplier Employee as set down in (i) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007; (ii) HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999; (iii) HM Treasury's guidance: "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or (iv) the New Fair Deal.

5.2 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph 5.1 shall be agreed in accordance with the Change Control Procedure.

6. Limits on the Former Supplier's obligations

Notwithstanding any other provisions of this Part B, where in this Part B UKEF accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so



that it extends only to the extent that UKEF's contract with the Former Supplier contains a contractual right in that regard which UKEF may enforce, or otherwise so that it requires only that UKEF's must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

7. Pensions

7.1 The Supplier shall comply with:

7.1.1 all statutory pension obligations in respect of all Transferring Former Supplier Employees; and

7.1.2 the provisions in Part D: Pensions.

Part C: No Staff Transfer on the Start Date

1. What happens if there is a staff transfer

1.1 UKEF and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of UKEF and/or any Former Supplier.

1.2 Subject to Paragraphs 1.3, 1.4 and 1.5, if any employee of UKEF and/or a Former Supplier claims, or it is determined in relation to any employee of UKEF and/or a Former Supplier, that his/her contract of employment has been transferred from UKEF and/or the Former Supplier to the Supplier and/or any Sub-contractor pursuant to the Employment Regulations then:

1.2.1 the Supplier will, within 5 Working Days of becoming aware of that fact, notify UKEF in writing;

1.2.2 UKEF may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;

1.2.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;

1.2.4 if after the period referred to in Paragraph 1.2.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Supplier's compliance with Paragraphs 1.2.1 to 1.2.4:

(a) UKEF will indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of UKEF's employees referred to in Paragraph 1.2; and

(b) UKEF will procure that the Former Supplier indemnifies the Supplier and/or any Sub-contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2.



1.3 The indemnities in Paragraph 1.2 shall not apply to any claim:

1.3.1 for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees in relation to any alleged act or omission of the Supplier and/or Sub-contractor; or

1.3.2 any claim that the termination of employment was unfair because the Supplier and/or any Sub-contractor neglected to follow a fair dismissal procedure

1.4 The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date.

1.5 If the Supplier and/or the Sub-contractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Sub-contractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify UKEF and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-contractor.

2. Limits on the Former Supplier's obligations

Where in this Part C UKEF accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that UKEF's contract with the Former Supplier contains a contractual right in that regard which UKEF may enforce, or otherwise so that it requires only that UKEF must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

Part D: Pensions

1. Definitions

In this Part D, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions), and shall be deemed to include the definitions set out in the Annexes:

"Actuary" a Fellow of the Institute and Faculty of Actuaries;

"Admission Agreement" means either or both of the CSPS Admission Agreement (as defined in Annex D1: CSPA) or the LGPS Admission Agreement) as defined in Annex D3: LGPS), as the context requires;

"Broadly Comparable" (a) in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Annex A of New Fair Deal and demonstrated by the issue by the Government Actuary's Department of a broad comparability certificate; and

(b) in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme's certificate of broad comparability issued by the Government Actuary's Department,

and "Broad Comparability" shall be construed accordingly;

"CSPA" the schemes as defined in Annex D1 to this Part D;

"Fair Deal Employees" those:



- (a) Transferring UKEF Employees; and/or
- (b) Transferring Former Supplier Employees; and/or
- (c) employees who are not Transferring UKEF Employees or Transferring Former Supplier Employees but to whom the Employment Regulations apply on the Relevant Transfer Date to transfer their employment to the Supplier or a Sub-contractor, and whose employment is not terminated in accordance with the provisions of Paragraphs 2.3.4 of Parts A or B or Paragraph 1.2.4 of Part C;

- (d) where the Former Supplier becomes the Supplier those employees;

who at the Commencement Date or Relevant Transfer Date (as appropriate) are or become entitled to New Fair Deal protection in respect of any of the Statutory Schemes as notified by UKEF;

"Fair Deal Schemes" means the relevant Statutory Scheme or a Broadly Comparable pension scheme;

"Fund Actuary" means Fund Actuary as defined in Annex D3 to this Part D;

"LGPS" the schemes as defined in Annex D3 to this Part D;

"NHSPS" the schemes as defined in Annex D2 to this Part D;

"New Fair Deal" the revised Fair Deal position set out in the HM Treasury guidance: "Fair Deal for Staff Pensions: Staff Transfer from Central Government" issued in October 2013 including:

- (a) any amendments to that document immediately prior to the Relevant Transfer Date; and
- (b) any similar pension protection in accordance with the subsequent Annex D1-D3 inclusive as notified to the Supplier by UKEF; and

"Statutory Schemes" means the CSPA, NHSPS or LGPS.

2. Supplier obligations to participate in the pension schemes

2.1 In respect of all or any Fair Deal Employees each of Annex D1: CSPA, Annex D2: NHSPS and/or Annex D3: LGPS shall apply, as appropriate.

2.2 The Supplier undertakes to do all such things and execute any documents (including any relevant Admission Agreement and/or Direction Letter, if necessary) as may be required to enable the Supplier to participate in the appropriate Statutory Scheme in respect of the Fair Deal Employees and shall bear its own costs in such regard.

2.3 The Supplier undertakes:

2.3.1 to pay to the Statutory Schemes all such amounts as are due under the relevant Admission Agreement and/or Direction Letter or otherwise and shall deduct and pay to the Statutory Schemes such employee contributions as are required; and

2.3.2 to be fully responsible for all other costs, contributions, payments and other amounts relating to its participation in the Statutory Schemes, including for the avoidance of doubt any exit payments and the costs of providing any bond, indemnity or guarantee required in relation to such participation.



3. Supplier obligation to provide information

3.1 The Supplier undertakes to UKEF:

3.1.1 to provide all information which UKEF may reasonably request concerning matters referred to in this Part D as expeditiously as possible; and

3.1.2 not to issue any announcements to any Fair Deal Employee prior to the Relevant Transfer Date concerning the matters stated in this Part D without the consent in writing of UKEF (such consent not to be unreasonably withheld or delayed).

4. Indemnities the Supplier must give

4.1 The Supplier undertakes to UKEF to indemnify and keep indemnified, UKEF and/or any Replacement Supplier and/or any Replacement Sub-contractor on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards all and any Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which arise from any breach by the Supplier of this Part D, and/or the CSPA Admission Agreement and/or the Direction Letter and/or the LGPS Admission Agreement or relates to the payment of benefits under and/or participation in an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Fair Deal Schemes.

4.2 The Supplier hereby indemnifies the UKEF and/or any Replacement Supplier and/or Replacement Sub-contractor from and against all Losses suffered or incurred by it or them which arise from claims by Fair Deal Employees of the Supplier and/or of any Sub-contractor or by any trade unions, elected employee representatives or staff associations in respect of all or any such Fair Deal Employees which Losses:

4.2.1 relate to pension rights in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of this Contract; or

4.2.2 arise out of the failure of the Supplier and/or any relevant Sub-contractor to comply with the provisions of this Part D before the date of termination or expiry of this Contract.

4.3 The indemnities in this Part D and its Annexes:

4.3.1 shall survive termination of this Contract; and

4.3.2 shall not be affected by the caps on liability contained in Clause 11 (How much you can be held responsible for).

5. What happens if there is a dispute

5.1 The Dispute Resolution Procedure will not apply to this Part D and any dispute between UKEF and/or the Supplier or between their respective actuaries or the Fund Actuary about any of the actuarial matters referred to in this Part D and its Annexes shall in the absence of agreement between the UKEF and/or the Supplier be referred to an independent Actuary:

5.1.1 who will act as an expert and not as an arbitrator;

5.1.2 whose decision will be final and binding on the UKEF and/or the Supplier; and

5.1.3 whose expenses shall be borne equally by the UKEF and/or the Supplier unless the independent Actuary shall otherwise direct.



6. Other people's rights

6.1 The Parties agree Clause 19 (Other people's rights in a contract) does not apply and that the CRTPA applies to this Part D to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to him or her or it by the Supplier under this Part D, in his or her or its own right under section 1(1) of the CRTPA.

6.2 Further, the Supplier must ensure that the CRTPA will apply to any Sub-Contract to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to them by the Sub-contractor in his or her or its own right under section 1(1) of the CRTPA.

7. What happens if there is a breach of this Part D

7.1 The Supplier agrees to notify UKEF should it breach any obligations it has under this Part D and agrees that UKEF shall be entitled to terminate its Contract for material Default in the event that the Supplier:

7.1.1 commits an irremediable breach of any provision or obligation it has under this Part D; or

7.1.2 commits a breach of any provision or obligation it has under this Part D which, where capable of remedy, it fails to remedy within a reasonable time and in any event within 28 days of the date of a notice from UKEF giving particulars of the breach and requiring the Supplier to remedy it.

8. Transferring New Fair Deal Employees

8.1 Save on expiry or termination of this Contract, if the employment of any Fair Deal Employee transfers to another employer (by way of a transfer under the Employment Regulations) the Supplier shall and shall procure that any relevant Sub-Contractor shall:

8.1.1 consult with and inform those Fair Deal Employees of the pension provisions relating to that transfer; and

8.1.2 procure that the employer to which the Fair Deal Employees are transferred (the "New Employer") complies with the provisions of this Part D and its Annexes provided that references to the "Supplier" will become references to the New Employer, references to "Relevant Transfer Date" will become references to the date of the transfer to the New Employer and references to "Fair Deal Employees" will become references to the Fair Deal Employees so transferred to the New Employer.

9. What happens to pensions if this Contract ends

The provisions of Part E: Staff Transfer On Exit (Mandatory) apply in relation to pension issues on expiry or termination of this Contract.

10. Broadly Comparable Pension Schemes

10.1 If either:

10.1.1 the terms of any of Paragraphs 2.2 of Annex D1: CSPS, 5.2 of Annex D2: NHSPS and or 4 of Annex D3: LGPS apply; and/or

10.1.2 UKEF agrees, having considered the exceptional cases provided for in New Fair Deal, (such agreement not to be unreasonably withheld) that the Supplier (and/or its Sub-contractors, if any) need not continue to provide the Fair Deal Employees, who continue to qualify for Fair Deal Protection, with access to the appropriate Statutory Scheme;

the Supplier must (and must, where relevant, procure that each of its Sub-contractors will) ensure that, with effect from the Relevant Transfer Date or if later cessation of participation in the Statutory



Scheme until the day before the Service Transfer Date, the relevant Fair Deal Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme, and then on such terms as may be decided by UKEF.

10.2 Where the Supplier has set up a Broadly Comparable pension scheme or schemes pursuant to the provisions of Paragraph 10.1, the Supplier shall (and shall procure that any of its Sub-contractors shall):

10.2.1 supply to UKEF details of its (or its Sub-contractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability covering all relevant Fair Deal Employees, as soon as it is able to do so and in any event no later than 28 days before the Relevant Transfer Date;

10.2.2 fully fund any such Broadly Comparable pension scheme in accordance with the funding requirements set by that Broadly Comparable pension scheme's Actuary or by the Government Actuary's Department for the period ending on the Service Transfer Date;

10.2.3 instruct any such Broadly Comparable pension scheme's Actuary to, and to provide all such co-operation and assistance in respect of any such Broadly Comparable pension scheme as the Replacement Supplier and/or NHS Pension and/or CSPA and/or the relevant Administering Authority and/or UKEF may reasonably require, to enable the Replacement Supplier to participate in the appropriate Statutory Scheme in respect of any Fair Deal Employee that remain eligible for New Fair Deal protection following a Service Transfer;

10.2.4 provide a replacement Broadly Comparable pension scheme with immediate effect for those Fair Deal Employees who are still employed by the Supplier and/or relevant Sub-contractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Sub-contractor's Broadly Comparable pension scheme is terminated;

10.2.5 allow and make all necessary arrangements to effect, in respect of any Fair Deal Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the relevant Statutory Scheme and as is relevant on a day for day service basis and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal. For the avoidance of doubt, should the amount offered by the Broadly Comparable pension scheme be less than the amount required by the appropriate Statutory Scheme to fund day for day service ("Shortfall"), the Supplier or the Sub-contractor (as agreed between them) must pay the Statutory Scheme, as required, provided that in the absence of any agreement between the Supplier and any Sub-contractor, the Shortfall shall be paid by the Supplier; and

10.2.6 indemnify UKEF and/or NHS Pension and/or CSPA and/or the relevant Administering Authority and/or on demand for any failure to pay the Shortfall as required under Paragraph 10.2.5 above.

Annex D1:

Civil Service Pensions Schemes (CSPA)



1. Definitions

In this Annex D1: CSPA to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"CSPA Admission Agreement" an admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into for the CSPA in respect of the Services;

"CSPA Eligible Employee" any Fair Deal Employee who at the relevant time is an eligible employee as defined in the CSPA Admission Agreement;

"CSPA" the Principal Civil Service Pension Scheme available to Civil Servants and employees of bodies under Schedule 1 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Arrangements and (ii) Death Benefits Arrangements; the Civil Service Additional Voluntary Contribution Scheme; [Delete after 30 September 2018: the Designated Stakeholder Pension Scheme which is scheduled to close to new members in September 2018] and "alpha" introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014.

2. Access to equivalent pension schemes after transfer

2.1 The Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the CSPA that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date or became eligible to join on the Relevant Transfer Date and the Supplier shall procure that the Fair Deal Employees continue to accrue benefits in accordance with the provisions governing the relevant section of the CSPA for service from (and including) the Relevant Transfer Date.

2.2 The Supplier undertakes that should it cease to participate in the CSPA for whatever reason at a time when it has CSPA Eligible Employees, that it will, at no extra cost to UKEF, provide to any Fair Deal Employee who immediately prior to such cessation of participation remained a CSPA Eligible Employee with access to a pension scheme which is Broadly Comparable to the CSPA on the date the CSPA Eligible Employees ceased to participate in the CSPA.

Annex D2: NHS Pension Schemes

1. Definitions

In this Annex D2: NHSPA to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Direction Letter" an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) and issued to the Supplier or a Sub-contractor of the Supplier (as appropriate) relating to the terms of participation of the Supplier or Sub-contractor in the NHSPA in respect of the NHSPA Eligible Employees;



"NHSPS Eligible Employees" each of the Fair Deal Employees who at a Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the NHSPS as a result of either:

(a) their employment with UKEF, an NHS Body or other employer which participates automatically in the NHSPS; or

(b) their employment with a Former Supplier who provides access to the NHSPS pursuant to an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) in respect of their employment with that Former Supplier (on the basis that they are entitled to protection under New Fair Deal and were permitted to re-join the NHSPS, having been formerly in employment with UKEF, an NHS Body or other employer who participated automatically in the NHSPS in connection with the Services, prior to being employed by the Former Supplier),

and, in each case, being continuously engaged for more than fifty per cent (50%) of their employed time in the delivery of services (the same as or similar to the Services).

For the avoidance of doubt, an individual who is in or entitled to become a member of the NHSPS as a result of being engaged in the Services and being covered by an "open" Direction Letter or other NHSPS "access" facility but who has never been employed directly by an NHS Body (or other body which participates automatically in the NHSPS) is not an NHSPS Eligible Employee;

"NHS Body" has the meaning given to it in section 275 of the National Health Service Act 2006 as amended by section 138(2)(c) of Schedule 4 to the Health and Social Care Act 2012;

"NHS Pensions" NHS Pensions as the administrators of the NHSPS or such other body as may from time to time be responsible for relevant administrative functions of the NHSPS;

"NHSPS" the National Health Service Pension Scheme for England and Wales, established pursuant to the Superannuation Act 1972 and governed by subsequent regulations under that Act including the NHS Pension Scheme Regulations;

"NHS Pension Scheme Arrears" any failure on the part of the Supplier or its Sub-contractors (if any) to pay employer's contributions or deduct and pay across employee's contributions to the NHSPS or meet any other financial obligations under the NHSPS or any Direction Letter in respect of the NHSPS Eligible Employees;

"NHS Pension Scheme Regulations" as appropriate, any or all of the National Health Service Pension Scheme Regulations 1995 (SI 1995/300), the National Health Service Pension Scheme Regulations 2008 (SI 2008/653), the National Health Service Pension Scheme Regulations 2015 (2015/94) and any subsequent regulations made in respect of the NHSPS, each as amended from time to time;

"NHS Premature Retirement Rights" rights to which any Fair Deal Employee (had they remained in the employment of UKEF, an NHS Body or other employer which participates automatically in the NHSPS) would have been or are entitled under the NHS Pension Scheme Regulations, the NHS Compensation for Premature Retirement Regulations 2002 (SI 2002/1311), the NHS (Injury Benefits) Regulations 1995 (SI 1995/866) and section 45 of the General Whitley Council conditions of service,



or any other legislative or contractual provision which replaces, amends, extends or consolidates the same from time to time;

"Pension Benefits" any benefits payable in respect of an individual (including but not limited to pensions related allowances and lump sums) relating to old age, invalidity or survivor's benefits provided under an occupational pension scheme; and

"Retirement Benefits Scheme" a pension scheme registered under Chapter 2 of Part 4 of the Finance Act 2004.

2. Membership of the NHS Pension Scheme

2.1 In accordance with New Fair Deal, the Supplier and/or any of its Sub-contractors to which the employment of any NHSPS Eligible Employee compulsorily transfers as a result of the award of this Contract, if not an NHS Body or other employer which participates automatically in the NHSPS, must by or as soon as reasonably practicable after the Relevant Transfer Date, each secure a Direction Letter to enable the NHSPS Eligible Employees to retain either continuous active membership of or eligibility for, the NHSPS for so long as they remain employed in connection with the delivery of the Services under this Contract, and have a right to membership or eligibility of that scheme under the terms of the Direction Letter.

2.2 The Supplier must supply to UKEF by or as soon as reasonably practicable after the Relevant Transfer Date a complete copy of each Direction Letter.

2.3 The Supplier must ensure (and procure that each of its Sub-Contracts (if any) ensures) that all of its NHSPS Eligible Employees have a contractual right to continuous active membership of or eligibility for the NHSPS for so long as they have a right to membership or eligibility of that scheme under the terms of the Direction Letter.

2.4 The Supplier will (and will procure that its Sub-contractors (if any) will) comply with the terms of the Direction Letter, the NHS Pension Scheme Regulations (including any terms which change as a result of changes in Law) and any relevant policy issued by the Department of Health in respect of the NHSPS Eligible Employees for so long as it remains bound by the terms of any such Direction Letter.

2.5 Where any employee omitted from the Direction Letter supplied in accordance with Paragraph 2 of this Annex are subsequently found to be an NHSPS Eligible Employee, the Supplier will (and will procure that its Sub-contractors (if any) will) treat that person as if they had been an NHSPS Eligible Employee from the Relevant Transfer Date so that their Pension Benefits and NHS Premature Retirement Rights are not adversely affected.

2.6 The Supplier will (and will procure that its Sub-contractors (if any) will) as soon as reasonably practicable and at its (or its Sub-contractor's) cost, obtain any guarantee, bond or indemnity that may from time to time be required by the Secretary of State for Health.

3. Access to NHS Pension Schemes after transfer

The Supplier will procure that with effect from the Relevant Transfer Date the NHSPS Eligible Employees shall be either eligible for or remain in continuous active membership of (as the case may be) the NHSPS for employment from (and including) the Relevant Transfer Date.



4. Continuation of early retirement rights after transfer

From the Relevant Transfer Date until the Service Transfer Date, the Supplier must provide (and/or must ensure that its Sub-contractors (if any) provide) NHS Premature Retirement Rights in respect of the NHSPS Eligible Employees that are identical to the benefits they would have received had they remained employees of UKEF, an NHS Body or other employer which participates automatically in the NHSPS.

5. What UKEF do if the Supplier breaches its pension obligations

5.1 The Supplier agrees that UKEF is entitled to make arrangements with NHS Pensions for UKEF to be notified if the Supplier (or its Sub-contractor) breaches the terms of its Direction Letter.

Notwithstanding the provisions of the foregoing, the Supplier shall notify UKEF in the event that it (or its Sub-contractor) breaches the terms of its Direction Letter.

5.2 If UKEF is entitled to terminate the Contract or the Supplier (or its Sub-contractor, if relevant) ceases to participate in the NHSPS for whatever other reason, UKEF may in its sole discretion, and instead of exercising its right to terminate this Contract where relevant, permit the Supplier (or any such Sub-contractor, as appropriate) to offer Broadly Comparable Pension Benefits, on such terms as decided by UKEF. The provisions of Paragraph 10 (Bulk Transfer Obligations in relation to any Broadly Comparable pension scheme) of Part D: Pensions shall apply in relation to any Broadly Comparable pension scheme established by the Supplier or its Sub-contractors.

5.3 In addition to UKEF's right to terminate the Contract, if UKEF is notified by NHS Pensions of any NHS Pension Scheme Arrears, UKEF will be entitled to deduct all or part of those arrears from any amount due to be paid under this Contract or otherwise.

6. Compensation when pension scheme access can't be provided

6.1 If the Supplier (or its Sub-contractor, if relevant) is unable to provide the NHSPS Eligible Employees with either:

6.1.1 membership of the NHSPS (having used its best endeavours to secure a Direction Letter); or

6.1.2 access to a Broadly Comparable pension scheme,

UKEF may in its sole discretion permit the Supplier (or any of its Sub-contractors) to compensate the NHSPS Eligible Employees in a manner that is Broadly Comparable or equivalent in cash terms, the Supplier (or Sub-contractor as relevant) having consulted with a view to reaching agreement with any recognised trade union or, in the absence of such body, the NHSPS Eligible Employees. The Supplier must meet (or must procure that the relevant Sub-contractor meets) the costs of UKEF determining whether the level of compensation offered is reasonable in the circumstances.

6.2 This flexibility for UKEF to allow compensation in place of Pension Benefits is in addition to and not instead of UKEF's right to terminate the Contract.

7. Indemnities that a Supplier must give

7.1 The Supplier must indemnify and keep indemnified UKEF and any Replacement Supplier against all Losses arising out of any claim by any NHSPS Eligible Employee that the provision of (or failure to provide) Pension Benefits and NHS Premature Retirement Rights from the Relevant Transfer Date, or the level of such benefit provided, constitutes a breach of his or her employment rights.



7.2 The Supplier must indemnify and keep indemnified UKEF, NHS Pensions and any Replacement Supplier against all Losses arising out of the Supplier (or its Sub-contractor) allowing anyone who is not an NHSPS Eligible Employee to join or claim membership of the NHSPS at any time during the Contract Period.

8. Sub-Contractors

8.1 If the Supplier enters into a Sub-Contract for the delivery of all or part or any component of the Services which will involve the transfer of employment of any NHSPS Eligible Employee it will impose obligations on its Sub-contractor in identical terms as those imposed on the Supplier in relation to Pension Benefits and NHS Premature Retirement Rights by this Annex, including requiring that:

8.1.1 if the Supplier has secured a Direction Letter, the Sub-contractor also secures a Direction Letter in respect of the NHSPS Eligible Employees for their future service with the Sub-contractor as a condition of being awarded the Sub-Contract and the Supplier shall be responsible for ensuring that the UKEF receives a complete copy of each such Sub-contractor direction letter as soon as reasonably practicable; or

8.1.2 if, in accordance with Paragraph 4 of this Annex, the Supplier has offered the NHSPS Eligible Employees access to a pension scheme under which the benefits are Broadly Comparable to those provided under the NHSPS, the Sub-contractor either secures a Direction Letter in respect of the NHSPS Eligible Employees or (with the prior consent of UKEF) provides NHSPS Eligible Employees with access to a scheme with Pension Benefits which are Broadly Comparable to those provided under the NHSPS whereupon the provisions of Paragraph 10 below (Bulk Transfer Obligations in relation to any Broadly Comparable Scheme) shall apply.

8.2 The Supplier shall procure that each Sub-contractor provides indemnities to UKEF, NHS Pensions and/or any Replacement Supplier and/or Replacement Sub-contractor that are identical to the indemnities set out in Paragraph 7 of this Annex B. Where a Sub-contractor fails to satisfy any claim made under such one or more indemnities, the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

Annex D3: Local Government Pension Schemes (LGPS)

[Guidance: Note the LGPS unlike the CSPA & NHSPS is a funded scheme which has associated cost implications as follows:

There is not 1 LGPS but approx. 90 different Funds, each with their own separate Scheme Employer and Administering Authority, it is important to identify the correct one(s) and amend the definition of "Fund" accordingly.

It is important to check whether UKEF can actually participate in the LGPS. Where a government department is taking on services which were formerly the responsibility of a Local Authority it may be necessary to obtain secretary of state approval for participation in the LGPS, this is because the services are being provided to Gov. Dept. and not to a Local Authority.

Unlike New Fair Deal the 2007 Best Value pension direction does not provide a right to bulk transfer past service. Whilst typically before the 2007 direction LA did provide such a right, it is a significant



additional cost and therefore bulk transfer wording has been excluded. If required take legal advice due to the exceptionally high costs which can result from a requirement to provide bulk transfers.]

1. Definitions

1.1 In this Annex D3: LGPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Administering Authority" in relation to the Fund [insert name], the relevant Administering Authority of that Fund for the purposes of the Local Government Pension Scheme Regulations 2013;

"Fund Actuary" the actuary to a Fund appointed by the Administering Authority of that Fund;

"Fund" [insert name], a pension fund within the LGPS;

"LGPS" the Local Government Pension Scheme as governed by the LGPS Regulations, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the Local Government Pension Scheme;

"LGPS Admission Agreement" an admission agreement within the meaning in Schedule 1 of the Local Government Pension Scheme Regulations 2013;

"LGPS Admission Body" an admission body (within the meaning of Part 3 of Schedule 2 of the Local Government Pension Scheme Regulations 2013);

"LGPS Eligible Employees" any Fair Deal Employee who at the relevant time is an eligible employee as defined in the LGPS Admission Agreement or otherwise any Fair Deal Employees who immediately before the Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the LGPS or of a scheme Broadly Comparable to the LGPS; and

"LGPS Regulations" the Local Government Pension Scheme Regulations 2013 (SI 2013/2356) and The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the LGPS.

2. Supplier must become a LGPS admission body

2.1 Where the Supplier employs any LGPS Eligible Employees from a Relevant Transfer Date, the Supplier shall become an LGPS Admission Body and shall on or before the Relevant Transfer Date enter into a LGPS Admission Agreement with the Administering Authority which will have effect from and including the Relevant Transfer Date.

2.2 The LGPS Admission Agreement must ensure that all LGPS Eligible Employees covered by that Agreement who were active LGPS members immediately before the Relevant Transfer Date are admitted to the LGPS with effect on and from the Relevant Transfer Date. Any LGPS Eligible Employees who were eligible to join the LGPS but were not active LGPS members immediately before the Relevant Transfer Date must retain the ability to join the LGPS after the Relevant Transfer Date if they wish to do so.

2.3 The Supplier shall provide any indemnity, bond or guarantee required by an Administering Authority in relation to an LGPS Admission Agreement.



2.4 The Supplier shall not automatically enrol or re-enrol for the purposes of the Pensions Act 2008 any LGPS Eligible Employees in any pension scheme other than the LGPS.

3. Right of set-off

UKEF shall have a right to set off against any payments due to the Supplier under the Contract an amount equal to any overdue employer and employee contributions and other payments (and interest payable under the LGPS Regulations) due from the Supplier (or from any relevant Sub-contractor) under an LGPS Admission Agreement and shall pay such amount to the relevant Fund.

4. Supplier ceases to be an LGPS Admission Body

If the Supplier employs any LGPS Eligible Employees from a Relevant Transfer Date and the Supplier either cannot or does not participate in the LGPS, the Supplier shall offer such LGPS Eligible Employee membership of a pension scheme Broadly Comparable to the LGPS.

5. Discretionary benefits

Where the Supplier is an LGPS Admission Body, the Supplier shall award benefits to the LGPS Eligible Employees under the LGPS in circumstances where the LGPS Eligible Employees would have received such benefits had they still been employed by their previous employer. Where such benefits are of a discretionary nature, they shall be awarded on the basis of the previous employer's written policy in relation to such benefits at the time of the Relevant Transfer Date.

Annex D4: Other Schemes

[Guidance: Placeholder for Pension Schemes other than LGPS, CSPS & NHSPS]

Part E: Staff Transfer on Exit

1. Obligations before a Staff Transfer

1.1 The Supplier agrees that within 20 Working Days of the earliest of:

1.1.1 receipt of a notification from UKEF of a Service Transfer or intended Service Transfer;

1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;

1.1.3 the date which is 12 Months before the end of the Term; and

1.1.4 receipt of a written request of UKEF at any time (provided that UKEF shall only be entitled to make one such request in any 6 Month period),

it shall provide in a suitably anonymised format so as to comply with the Data Protection Laws, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by UKEF.

1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to UKEF or at the direction of UKEF to any Replacement Supplier and/or any Replacement Sub-contractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the



Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).

1.3 UAEF shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-contractor.

1.4 The Supplier warrants, for the benefit of UAEF, any Replacement Supplier, and any Replacement Sub-contractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.

1.5 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall, unless otherwise instructed by UAEF (acting reasonably):

not replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces

not make, promise, propose, permit or implement any material changes to the terms and conditions of (i) employment and/or (ii) pensions, retirement and death benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension contributions payable) of the Supplier Personnel (including any payments connected with the termination of employment);

1.5.1 not increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;

1.5.2 not introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;

1.5.3 not increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);

1.5.4 not terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;

1.5.5 not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to UAEF and/or the Replacement Supplier and/or Replacement Sub-contractor;

1.5.6 give UAEF and/or the Replacement Supplier and/or Replacement Sub-contractor reasonable access to Supplier Personnel and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by UAEF, Replacement Supplier and/or Replacement Sub-contractor in respect of persons expected to be Transferring Supplier Employees;

1.5.7 co-operate with UAEF and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with



good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;

1.5.8 promptly notify the UKEF or, at the direction of UKEF, any Replacement Supplier and any Replacement Sub-contractor of any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect;

1.5.9 not for a period of 12 Months from the Service Transfer Date re-employ or re-engage or entice any employees, suppliers or Sub-contractors whose employment or engagement is transferred to UKEF and/or the Replacement Supplier (unless otherwise instructed by UKEF (acting reasonably));

1.5.10 not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;

1.5.11 fully fund any Broadly Comparable pension schemes set up by the Supplier;

1.5.12 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Fair Deal Employees);

1.5.13 promptly provide to UKEF such documents and information mentioned in Paragraph 3.1.1 of Part D: Pensions which UKEF may reasonably request in advance of the expiry or termination of this Contract; and

1.5.14 fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract.

1.6 On or around each anniversary of the Effective Date and up to four times during the last 12 Months of the Term, UKEF may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide such information as UKEF may reasonably require which shall include:

1.6.1 the numbers of employees engaged in providing the Services;

1.6.2 the percentage of time spent by each employee engaged in providing the Services;

1.6.3 the extent to which each employee qualifies for membership of any of the Fair Deal Schemes (as defined in Part D: Pensions); and

1.6.4 a description of the nature of the work undertaken by each employee by location.

1.7 The Supplier shall provide all reasonable cooperation and assistance to UKEF, any Replacement Supplier and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service



Transfer Date, the Supplier shall provide to UKEF or, at the direction of UKEF, to any Replacement Supplier and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:

- 1.7.1 the most recent month's copy pay slip data;
- 1.7.2 details of cumulative pay for tax and pension purposes;
- 1.7.3 details of cumulative tax paid;
- 1.7.4 tax code;
- 1.7.5 details of any voluntary deductions from pay; and
- 1.7.6 bank/building society account details for payroll purposes.

2. Staff Transfer when the contract ends

2.1 A change in the identity of the supplier of the Services (or part of the Services), howsoever arising, may constitute a Relevant Transfer to which the Employment Regulations will apply. UKEF and the Supplier agree that where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Supplier Employee.

2.2 The Supplier shall comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Fair Deal Schemes (as defined in Part D: Pensions).

2.3 Subject to Paragraph 2.4, the Supplier shall indemnify UKEF and/or the Replacement Supplier and/or any Replacement Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission of the Supplier or any Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date.

2.4 The indemnity in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date.

2.5 Subject to Paragraphs 2.6 and 2.7, if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Sub-contractor pursuant to the Employment Regulations then.

2.5.1 the Replacement Supplier and/or Replacement Sub-contractor will, within 5 Working Days of becoming aware of that fact, notify UKEF and the Supplier in writing;



2.5.2 the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Sub-contractor;

2.5.3 if such offer of employment is accepted, the Replacement Supplier and/or Replacement Sub-contractor shall immediately release the person from its employment;

2.5.4 if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, the Replacement Supplier and/or Replacement Sub-contractor may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Replacement Supplier's and/or Replacement Sub-contractor's compliance with Paragraphs 2.5.1 to 2.5.4 the Supplier will indemnify the Replacement Supplier and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees referred to in Paragraph 2.5.

2.6 The indemnity in Paragraph 2.5 shall not apply to:

2.6.1 (a) any claim for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief, or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of the Replacement Supplier and/or Replacement Sub-contractor, or

2.6.2 (b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure.

2.7 The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than 3 Months from the Service Transfer Date.

2.8 If at any point the Replacement Supplier and/or Replacement Sub-contractor accepts the employment of any such person as is described in Paragraph 2.5, such person shall be treated as a Transferring Supplier Employee and Paragraph 2.5 shall cease to apply to such person.

2.9 The Supplier shall promptly provide UKEF and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as is necessary to enable UKEF, the Replacement Supplier and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. UKEF shall procure that the Replacement Supplier and/or Replacement Sub-contractor, shall promptly provide to the Supplier and each Sub-contractor in writing such information as is necessary to enable the Supplier and each Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

2.10 Subject to Paragraph 2.9, UKEF shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-contractor and its Sub-contractors against any Employee Liabilities arising from or as a result of any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.

2.11 The indemnity in Paragraph 2.10 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-contractor (as



applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Supplier's Final Supplier Personnel List in accordance with Paragraph 2.5 (and subject to the limitations set out in Paragraphs 2.6 and 2.7 above).



Call-Off Schedule 3 (Continuous Improvement)

1. Supplier's Obligations

1.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing UKEF's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to UKEF.

1.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with UKEF of the Deliverables and the way it provides them, with a view to reducing UKEF's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and UKEF must provide each other with any information relevant to meeting this objective.

1.3 The Supplier must provide sufficient information with each suggested improvement (if any) to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.

1.4 If UKEF wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to UKEF or UKEF.

1.5 The Supplier shall use all reasonable endeavours to implement any agreed Deliverables in accordance with the improvements set out in the relevant Variation Form.

1.6 The Parties agree to regularly review the cost, quality and efficiency of the Deliverables and where relevant, the Supplier's progress against the agreed improvement Deliverables, at the Supplier Review Meetings.

1.7 All costs relating to the compilation or updating of any improvement and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.

1.8 Should the Supplier's costs in providing the Deliverables to UKEF be reduced as a result of any changes implemented, all of the cost savings shall be passed on to UKEF by way of a consequential and immediate reduction in the Charges for the Deliverables.



Call-Off Schedule 4 (Call Off Tender)

[Guidance for Buyers: After a further competition, if the Supplier's bid has additional things that you would like included in the contract, insert the Supplier's bid here.]

[Insert Call-Off Tender Here]



Call-Off Schedule 5 (Pricing Details)

[Guidance Note: This Schedule should be used to show further detailed pricing information, in addition to the pricing in the Order Form]



Call-Off Schedule 7 (Key Supplier Staff)

1.1 The Annex 1 to this Schedule lists the key roles (“Key Roles”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.

1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.

1.3 UKEF may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.

1.4 The Supplier shall not and shall procure that any Subcontractor, other than an Affiliate Firm shall not remove or replace any Key Staff unless:

1.4.1 requested to do so by UKEF or UKEF Approves such removal or replacement (not to be unreasonably withheld or delayed);

1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or

1.4.3 the person’s employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.

1.5 The Supplier shall:

1.5.1 notify UKEF promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);

1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;

1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff;

1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and

1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.



1.6 UAEF may require the Supplier to remove [or procure that any Subcontractor shall remove] any Key Staff that UAEF considers in any respect unsatisfactory. UAEF shall not be liable for the cost of replacing any Key Staff.

Annex 1- Key Roles

| Key Role | Key Staff | Contract Details |
|----------|-----------|------------------|
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Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

Where UKEF has identified in the Call-Off Order Form that a Call-Off Contract specific BCDR plan will be required, the following provisions shall apply and take precedence over those set out in Clause 35 of the Core Terms in respect of the business continuity and recovery arrangements under this Call-Off Contract as follows: -

1. Definitions

- 1.1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):
"Supplier's Proposal" has the meaning given to it in Paragraph 2.6 of this Schedule;

2. BCDR PLAN

- 2.1. The Supplier shall within [insert] days of the Call Off Start Date prepare and deliver to UKEF a BCDR Plan, which shall detail the arrangements and processes that the Supplier shall follow in respect of this Call-Off Contract to:
 - 2.1.1.ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services;
 - 2.1.2.the recovery of the Services in the event of a Disaster.
- 2.2. Following receipt of the draft BCDR Plan from the Supplier, UKEF shall:
 - 2.2.1.review and comment on the draft BCDR Plan as soon as reasonably practicable; and
 - 2.2.2.notify the Supplier in writing that it approves or rejects the draft BCDR Plan no later than [20] Working Days after the date on which the draft BCDR Plan is first delivered to UKEF.
- 2.3. If UKEF rejects the draft BCDR Plan:
 - 2.3.1.UKEF shall inform the Supplier in writing of its reasons for its rejection; and
 - 2.3.2.the Supplier shall then revise the draft BCDR plan (taking reasonable account of UKEF's comments) and shall re-submit a revised draft BCDR Plan to UKEF for UKEF's approval within [20] Working Days of the date of UKEF's notice of rejection. The provisions of Paragraph 2.2 and this Paragraph 2.3 shall apply again to any resubmitted draft BCDR plan, provided that either Party may refer any disputed matters for resolution in accordance with Clause 34 (Resolving Disputes) at any time.

Review and changing the BCDR Plan

- 2.4. The Supplier shall review the BCDR Plan:
 - 2.4.1.on a regular basis and as a minimum once every six (6) Months; and



- 2.4.2. where UKEF requests in writing any additional reviews (over and above those provided for in Paragraphs 2.4(a) of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with UKEF's written requirements.
- 2.5. Each review of the BCDR Plan pursuant to Paragraph 2.4 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as UKEF shall reasonably require.
- 2.6. The Supplier shall, within [twenty (20)] Working Days of the conclusion of each such review of the BCDR Plan, provide UKEF with its written proposal for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan (the "Supplier's Proposal").
- 2.7. Following receipt of the Supplier's proposal, the Parties shall use reasonable endeavours to agree the Supplier's proposal. If the Parties are unable to agree the Supplier's proposal within [twenty (20)] Working Days of its submission, then such Dispute shall be resolved in accordance with Clause 34 (Resolving Disputes).

Testing the BCDR Plan

- 2.8. The Supplier shall test the BCDR Plan:
- 1.8.1. regularly and in any event not less than once in every Contract Year;
 - 1.8.2. in the event of any major reconfiguration of the Deliverables;
 - 1.8.3. at any time where UKEF considers it necessary (acting in its sole discretion).

Invoking the BCDR Plan

- 2.9. In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform UKEF promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of UKEF.

Circumstances beyond your control

- 2.10. The Supplier shall not be entitled to relief under Clause 20 (Circumstances beyond your control) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.



Call-Off Schedule 9 (Security)

Part A: Short Form Security Requirements

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Breach of Security"

the occurrence of:

- a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by UKEF and/or the Supplier in connection with this Contract; and/or
- b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by UKEF and/or the Supplier in connection with this Contract,

in either case as more particularly set out in the Security Policy where UKEF has required compliance therewith in accordance with paragraph 2.2;

"Security Management Plan"

the Supplier's security management plan prepared pursuant to this Schedule (if required), as updated from time to time.

2. Complying with security requirements and updates to them

2.1 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan and the additional baseline security requirements set out in Annex 1 of this Schedule. Where specified by UKEF in an Order Form, the Supplier shall also comply with the Security Policy (if any) and shall produce a Security Management Plan which fully complies with the Security Policy.

2.2 Where the Security Policy applies UKEF shall notify the Supplier of any changes or proposed changes to the Security Policy.

2.3 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to UKEF. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.



2.4 Until and/or unless a change to the Charges is agreed by UKEF pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

3. Security Standards

3.1 The Supplier acknowledges that UKEF places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.

3.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:

3.2.1 is in accordance with the Law and this Contract;

3.2.2 as a minimum demonstrates Good Industry Practice;

3.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and

3.2.4 where specified by UKEF in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.

3.3 The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.

3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify UKEF's Representative of such inconsistency immediately upon becoming aware of the same, and UKEF's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

4. Security Management Plan

4.1 Introduction

4.1.1 If required by UKEF in the Order Form, the Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan in respect of the relevant Call-Off Contract.

4.2 Content of the Security Management Plan

4.2.1 If required by UKEF in the Order Form, the Security Management Plan shall:

a) comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;

b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;

c) detail the process for managing any security risks from Subcontractors (which includes Affiliate Firms) and third parties authorised by UKEF with access to the Deliverables, processes associated with the provision of the Deliverables, UKEF Premises, the Sites and any ICT, Information



and data (including UKEF's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;

d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including UKEF Premises, the Sites, and any ICT, Information and data (including UKEF's Confidential Information and the Government Data) to the extent used by UKEF or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;

e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;

f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and

g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and UKEF engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

4.3 Development of the Security Management Plan

4.3.1 If required by UKEF in the Order Form, within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to UKEF for Approval a fully complete and up to date Security Management Plan in respect of the relevant Call-Off Contract.

4.3.2 If the Security Management Plan submitted to UKEF in accordance with Paragraph 4.3.1 or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from UKEF and re-submit to UKEF for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to UKEF. If UKEF does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.

4.3.3 UKEF shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However a refusal by UKEF to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.

4.3.4 Approval by UKEF of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

4.4 Amendment of the Security Management Plan

4.4.1 The Security Management Plan (if required by UKEF in respect of a Call-Off Contract) shall be fully reviewed and updated by the Supplier at least annually to reflect:



- a) emerging changes in Good Industry Practice;
- b) any change or proposed change to the Deliverables and/or associated processes;
- c) where necessary in accordance with paragraph 2.2, any change to the Security Policy;
- d) any new perceived or changed security threats; and
- e) any reasonable change in requirements requested by UKEF.

4.4.2 The Supplier shall provide UKEF with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to UKEF. The results of the review shall include, without limitation:

- a) suggested improvements to the effectiveness of the Security Management Plan;
- b) updates to the risk assessments; and
- c) suggested improvements in measuring the effectiveness of controls.

4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by UKEF or otherwise) shall be subject to the Variation Procedure.

4.4.4 UKEF may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

5. Security breach

5.1 Either Party shall notify the other upon becoming aware of any Breach of Security or any potential or attempted Breach of Security. Such notification shall be in accordance with the agreed security incident management process (as detailed in the Security Management Plan), if applicable.

5.2 Without prejudice to any security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:

5.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by UKEF) necessary to:

- a) minimise the extent of actual or potential harm caused by any Breach of Security;
- b) remedy such Breach of Security to the extent possible and protect the integrity of UKEF and the provision of the Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
- c) prevent an equivalent breach in the future exploiting the same cause failure; and
- d) as soon as reasonably practicable provide to UKEF, where UKEF so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by UKEF.

5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan



with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to UKEF.

Annex 1 – Additional UKEF Baseline security requirements

UKEF takes the security of all its assets very seriously including Information, Personnel, and physical assets and the information outlined in this schedule contributes to ensuring all risks, breaches or incidents are managed appropriately.

All UKEF third party suppliers must maintain an appropriate level of security to ensure the protection of UKEF assets throughout the duration of the contract and to safeguard UKEF assets from any unauthorised access, loss or disclosure of information handled in respect of the contract.

Security Policy

UKEF has security policies and procedures for the protection of all assets including detecting, reporting, responding to and handling security incidents and breaches. If so required, Suppliers must adhere to UKEF protective security requirements to ensure they manage risks and protect UKEF assets when handling them on behalf of UKEF - (This will include any sub-contractors).

Information Security

Information security is the preservation of confidentiality, integrity and availability of UKEF information. It may also include the authenticity, accountability, non-repudiation and reliability of information.

Government Security Classifications Policy

Suppliers handling UKEF information must do so in accordance with the HMG Security Classifications Policy and designated handling instructions:

OFFICIAL

The supplier must ensure all personnel having access to UKEF OFFICIAL information have undergone basic recruitment checks (further details given below in Personnel Security).

Access to OFFICIAL information with the OFFICIAL-SENSITIVE handling caveat must be confined to individuals on a “need-to-know” basis and whose access is essential for the purpose of their duties.



UK SENSITIVE INFORMATION

Information will only be handled by a Supplier where UKEF has notified the Supplier prior to receipt of this information and the supplier must implement measures as agreed with UKEF in order to ensure that information is safeguarded in accordance with the applicable Government Standards and UKEF policy & procedures.

Risk Management and Security Management Plan

A Security Management Plan will be required from the Supplier where work is identified as being high risk. This should be developed and maintained for the duration of the contract period.

Legislative, Regulatory and Contractual Requirements

UKEF requires the security of its information to be maintained in order to ensure reliability of its information for business needs; to meet statutory; regulatory; legislative and policy obligations. Suppliers handling UKEF information must do so in accordance with relevant legislation.

If the Supplier shares UKEF information, it will be subject to a confidentiality clause or non-disclosure agreement and subject to the Official Secrets Act.

- Where relevant the following legislation may apply:
- Data Protection Act 2018 (GDPR)
- Public Records Acts 1958
- Freedom of Information Act 2000
- Environmental Information Regulations 2004
- Human Rights Act 1998
- Computer Misuse Act 1990
- Copyright (Computer Programs) Regulations
- Communications Act 2003
- Regulation of Investigatory Powers Act 2000



The Codes of conduct for suppliers outline the standards and behaviours that the government expects of all suppliers and grant recipients.

General Data Protection Regulation (GDPR)

If the Supplier handles personal data a 'Data Privacy Impact Assessment' (DPIA) will be carried out. The DPIA assesses the risks against the GDPR and UKEF legal requirements.

Access to UKEF Information & Systems

If the Supplier is granted access to UKEF information assets and systems, it must comply with the requirements of the UKEF Acceptable Use Policy. Failure to comply with these policies and other relevant instructions may constitute a breach of contract and lead to termination or legal action.

Information Assurance Questionnaire

If the Supplier is required to handle UKEF data on behalf of UKEF then a cyber security risk assessment will be carried out if so required by UKEF.

The Cyber and Information Assurance Questionnaire is a series of questions which seeks to identify the risks and establish what security controls are required.

Physical Security

Where the service delivery is to be carried out on the Supplier's own premises or buildings, the Supplier must have policies and building facilities, which protect UKEF assets and maintain the principle standards for protection at the OFFICIAL level for relevant working space. Including appropriate security policies in adherence to UKEF security practices e.g.

- Clear desk & Screen policy for all staff with access to UKEF information must be followed;
- Suitable secure storage facilities must be provided;
- Policy for working with and the secure movement (internally), or transportation (externally) of sensitive material must be followed;
- Only staff with the need to know should have access to UKEF information;
- Disposal and destruction facilities must be appropriate for the classification level of the information.



Data Loss and Incident Management & Response

The Supplier must have a security incident reporting process in place to ensure that any incidents involving UKEF information or business are immediately reported to UKEF. The Supplier must undertake any remedial action required by UKEF and ensure that this is implemented in an auditable way. Any security incident involving OFFICIAL-SENSITIVE information or above and/or personal information, must be immediately reported to UKEF.



Call-Off Schedule 10 (Exit Management)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Exit Information" has the meaning given to it in Paragraph 3.1 of this Schedule;

"Exit Manager" the person appointed by each Party to manage their respective obligations under this Schedule;

"Registers" the register and configuration database referred to in Paragraph 2.1 of this Schedule;

"Replacement Services" any services which are substantially similar to any of the Services and which UKEF receives in substitution for any of the Services following the End Date, whether those Services are provided by UKEF internally and/or by any third party;

"Termination Assistance" the assistance required by UKEF pursuant to the Termination Assistance Notice;

"Termination Assistance Notice" has the meaning given to it in Paragraph 4.1 of this Schedule;

"Termination Assistance Period" the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 4.2 of this Schedule;

"Transferable Contracts" Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable UKEF or any Replacement Supplier to provide the Deliverables or the Replacement Services, including in relation to licences all relevant Documentation;

"Transferring Contracts" has the meaning given to it in Paragraph 7.2.1 of this Schedule.

2. Supplier must always be prepared for contract exit

2.1 During the Contract Period, the Supplier shall promptly:

2.1.1 create and maintain a detailed register of all Sub-contracts and other relevant agreements required in connection with the Deliverables; and[OPTIONAL PROVISION: DELETE IF A OUTSTANDING LEGAL RISK REGISTER IS NOT REQUIRED create and maintain an outstanding issues/legal risks register;

2.1.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables



("Registers").

2.2 The Supplier shall:

2.2.1 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to UKEF) at the request of UKEF to UKEF (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify UKEF and UKEF may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.

2.3 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

3. Assisting re-competition for Deliverables

3.1 The Supplier shall, on reasonable notice, provide to UKEF and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings unless they are subject to professional obligation of confidentiality), such information (including any access) as UKEF shall reasonably require in order to facilitate the preparation by UKEF of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "Exit Information").

3.2 The Supplier acknowledges that UKEF may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.

3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify UKEF within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult UKEF in relation to any such changes).

3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

4. Termination Assistance

4.1 UKEF shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "Termination Assistance Notice") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

4.1.1 the nature of the Termination Assistance required; and

4.1.2 the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the date that the Supplier ceases to provide the Deliverables.



4.2 UKEF shall have an option to extend the Termination Assistance Period beyond the Termination Assistance Notice period provided that such extension shall not extend for more than six (6) Months beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier of such this extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. UKEF shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.

4.3 In the event that Termination Assistance is required by UKEF the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule.

5. Termination Assistance Period

5.1 Throughout the Termination Assistance Period the Supplier shall:

5.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by UKEF, provide the Termination Assistance;

5.1.2 provide to UKEF and/or its Replacement Supplier any reasonable assistance and/or access requested by UKEF and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to UKEF and/or its Replacement Supplier;

5.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to UKEF;

5.1.4 subject to Paragraph 5.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;

5.1.5 at UKEF's request and on reasonable notice, deliver up-to-date Registers to UKEF;

5.1.6 seek UKEF's prior written consent to access any UKEF Premises from which the de-installation or removal of Supplier Assets is required.

5.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 5.1.2 without additional costs to UKEF, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.

5.3 If the Supplier demonstrates to UKEF's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

6. Obligations when the contract is terminated

6.1 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:

6.1.1 Where requested, conduct a knowledge transfer exercise in accordance with clause 10.3 (Ending the Contract) of the Core Terms;

6.1.2 vacate any UKEF Premises;



6.1.3 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;

6.1.4 [OPTIONAL PROVISION: DELETE IF NOT RELEVANT] Any reasonable assistance or knowledge transfer regarding the Call-Off Contract's whole life KPIs, which UKEF considers necessary to inform UKEF's approach to KPIs in future Call-Off Contracts;

6.1.5 provide access during normal working hours to UKEF and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:

(a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and

(b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that UKEF and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.

6.2 Except where this Contract provides otherwise, all licences, leases and authorisations granted by UKEF to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

7. Sub-contracts and Software

7.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without UKEF's prior written consent:

7.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or

7.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, UKEF shall notify the Supplier setting out:

7.2.1 which, if any, of Transferable Contracts UKEF requires to be assigned or novated to UKEF and/or the Replacement Supplier (the "Transferring Contracts"),

in order for UKEF and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by UKEF and/or its Replacement Supplier to enable it to determine which Transferable Contracts are required to provide the Deliverables or the Replacement Services.

7.3 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to UKEF and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as UKEF reasonably requires to effect this novation or assignment.

7.4 UKEF shall:

7.4.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and



7.4.2 once a Transferring Contract is novated or assigned to UKEF and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.

7.5 The Supplier shall hold any Transferring Contracts on trust for UKEF until the transfer of the relevant Transferring Contract to UKEF and/or the Replacement Supplier has taken place.

7.6 The Supplier shall indemnify UKEF (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to UKEF (and/or Replacement Supplier) pursuant to Paragraph 7.3 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in a contract) shall not apply to this Paragraph 7.6 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

8. No charges

8.1 Unless otherwise stated, UKEF shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.

9. Dividing the bills

9.1 All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Contracts shall be apportioned between UKEF and/or the Replacement and the Supplier as follows:

9.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;

9.1.2 UKEF or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and

9.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.



Call-Off Schedule 14 (Service Levels)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Critical Service Level Failure"

has the meaning given to it in the Order Form;

"Service Credits" any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to UKEF in respect of any failure by the Supplier to meet one or more Service Levels for UKEF Account Work;

"Service Credit Cap" has the meaning given to it in the Order Form;

"Service Level Failure" means a failure to meet the Service Level Performance Measure in respect of a Service Level;

"Service Level Performance Measure" shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and

"Service Level Threshold" shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

2. What happens if you don't meet the Service Levels

2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.

2.2 The Supplier acknowledges that any Service Level Failure for UKEF Account Work shall entitle UKEF to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by UKEF as a result of the Supplier's failure to meet any Service Level Performance Measure.

2.3 The Supplier shall send Performance Monitoring Reports to UKEF detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.

2.4 A Service Credit shall be UKEF's exclusive financial remedy for a Service Level Failure for UKEF Account Work except where:

2.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or

2.4.2 the Service Level Failure:



- (a) exceeds the relevant Service Level Threshold;
- (b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
- (c) results in the corruption or loss of any Government Data; and/or
- (d) results in UKEF being required to make a compensation payment to one or more third parties; and/or

2.4.3 UKEF is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (Ending the Contract).

2.5 Not more than once in each Contract Year, UKEF may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:

2.5.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;

2.5.2 the principal purpose of the change is to reflect changes in UKEF's business requirements and/or priorities or to reflect changing industry standards; and

2.5.3 there is no change to the Service Credit Cap.

3. Critical Service Level Failure

3.1 On the occurrence of a Critical Service Level Failure any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue.

3.2 Where UKEF is liable for payment of the Charges, UKEF shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("Compensation for Critical Service Level Failure"),

provided that the operation of this paragraph 3 shall be without prejudice to the right of UKEF to terminate this Contract and/or to claim damages from the Supplier for material Default.

Part A: Service Levels and Service Credits

1. Service Levels

If the level of performance of the Supplier:

- 1.1 is likely to or fails to meet any Service Level Performance Measure; or
- 1.2 is likely to cause or causes a Critical Service Failure to occur,

the Supplier shall immediately notify UKEF in writing and UKEF, in its absolute discretion and without limiting any other of its rights, may:



1.2.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on UKEF and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;

1.2.2 instruct the Supplier to comply with the Rectification Plan Process;

1.2.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to UKEF; and/or

1.2.4 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

2. Service Credits

2.1 [OPTIONAL: UKEF shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.]

2.2 Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex to Part A of this Schedule.

Annex A to Part A: Services Levels and Service Credits Table

[Guidance Note: The following are included by way of example only. Procurement-specific Service Levels should be incorporated]

| Service Levels | | | | Service Credit for each Service Period |
|-------------------------------------|---------------------|-----------------------------------|-------------------------|--|
| Service Level Performance Criterion | Key Indicator | Service Level Performance Measure | Service Level Threshold | |
| Accurate and timely billing of UKEF | Accuracy /Timelines | at least 98% at all times | [] | 0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure |
| Access to UKEF support | Availability | at least 98% at all times | [] | 0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure |



The Service Credits shall be calculated on the basis of the following formula:

[Example:

Formula: $x\%$ (Service Level Performance Measure) - $x\%$ (actual Service Level performance) =
 $x\%$ of the Charges payable to UKEF as Service Credits to be deducted from the next Invoice payable by UKEF

Worked example: 98% (e.g. Service Level Performance Measure requirement for accurate and timely billing Service Level) - 75% (e.g. actual performance achieved against this Service Level in a Service Period)

= 23% of the Charges payable to UKEF as Service Credits to be deducted from the next Invoice payable by UKEF]

Part B: Performance Monitoring

1. Performance Monitoring and Performance Review

1.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide UKEF with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.

1.2 The Supplier shall provide UKEF with performance monitoring reports ("Performance Monitoring Reports") in accordance with the process and timescales agreed pursuant to paragraph 1.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:

1.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;

1.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;

1.2.3 details of any Critical Service Level Failures;

1.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;

1.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and

1.2.6 such other details as UKEF may reasonably require from time to time.

1.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("Performance Review Meetings") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and UKEF of the Performance Monitoring Reports. The Performance Review Meetings shall:

1.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as UKEF shall reasonably require;



- 1.3.2 be attended by the Supplier's Representative and UKEF's Representative; and
 - 1.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to UKEF's Representative and any other recipients agreed at the relevant meeting.
 - 1.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and UKEF's Representative at each meeting.
 - 1.5 The Supplier shall provide to UKEF such documentation as UKEF may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.
-
2. **Satisfaction Surveys**
 - 2.1 UKEF may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. UKEF shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys



Call-Off Schedule 15 (Call-Off Contract Management)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Project Manager" the manager appointed in accordance with paragraph 2.1 of this Schedule;

2. Project Management

2.1 The Supplier and UKEF shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.

2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.

2.3 Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

3. Role of the Supplier Contract Manager

3.1 The Supplier's Contract Manager's shall be:

3.1.1 the primary point of contact to receive communication from UKEF and will also be the person primarily responsible for providing information to UKEF;

3.1.2 able to delegate his position to another person at the Supplier but must inform UKEF before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;

3.1.3 able to cancel any delegation and recommence the position himself; and

3.1.4 replaced only after UKEF has received notification of the proposed change.

3.2 UKEF may provide revised instructions to the Supplier's Contract Manager's in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.

3.3 Receipt of communication from the Supplier's Contract Manager's by UKEF does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

4. Contract Risk Management

4.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.

4.2 The Supplier shall develop, operate, maintain and amend, as agreed with UKEF, processes for:



- 4.2.1 the identification and management of risks;
 - 4.2.2 the identification and management of issues; and
 - 4.2.3 monitoring and controlling project plans.
- 4.3 The Supplier allows UKEF to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 4.4 The Supplier will maintain a risk register of the risks relating to the Call-Off Contract which UKEF's and the Supplier have identified.

Annex: Contract Boards

The Parties agree to operate the following boards at the locations and at the frequencies set out below:

[Guidance note: Details of additional boards to be inserted.]



Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

[Insert the Specification]



Call-Off Schedule 24 (Affiliate Firms)

1. Introduction

1.1. Where the Deliverables provided under a Call-Off Contract results in the Supplier Sub-Contracting any of its obligations under this Call-Off Contract to an Affiliate Firm, the provisions set out in this Call-Off Schedule 24 (Affiliate Firms) shall apply.

1.2. The Parties acknowledge that references in the Contract to Subcontractors includes Affiliate Firms. In the event that there is a conflict between the Core Terms and this Call-Off Schedule 24 this Schedule shall take precedence over the Core Terms to the extent of such conflict.

2. Definitions

2.1. In this Schedule 24, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

| | |
|---------------------------|--|
| Written Engagement Terms" | means the agreement in writing procured by the Supplier on behalf of UKEF from the Affiliate Firm in accordance with Paragraph 4.2 of this Schedule. |
|---------------------------|--|

3. Use of Affiliate Firms

3.1. Subject to the terms of this Schedule, the Supplier shall be entitled to Sub-Contract its obligations under this Call-Off Contract to one or more Affiliate Firm(s) for the purposes of obtaining specialist legal or professional advice on behalf of UKEF in relation to one or more Deliverables.

3.2. Other than where the Affiliate Firm has accepted liability for such Deliverable in the Written Engagement Terms, the Supplier shall retain liability for any Deliverables provided by the Affiliate Firm.

4. The Supplier's obligations

4.1. The Supplier shall:



- 4.1.1. exercise due care, diligence and skill when appointing an Affiliate Firm to provide all or part of the Services in accordance with UKEF's requirements;
 - 4.1.2. ensure that the selected Affiliate Firm possess the appropriate capability and capacity to perform the Deliverables;
 - 4.1.3. ensure that the Affiliate Firm performs the Deliverables in accordance with the terms of this Call-Off Contract;
 - 4.1.4. ensure that the Affiliate Firm fully understands the scope of UKEF's requirement(s) and that any instructions given by UKEF are passed on to the Affiliate Firm;
 - 4.1.5. make reasonable enquiries of each Affiliate Firm to ascertain whether it has been convicted of any offence involving slavery and/or trafficking or is, or has at any time been, the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence regarding slavery and trafficking;
 - 4.1.6. be responsible for the management of and engagement with the Affiliate Firm unless otherwise agreed in writing by UKEF.
- 4.2. The Supplier shall be responsible for procuring Written Engagement Terms from the Affiliate Firm which are acceptable to UKEF and shall as a minimum include:
- 4.2.1. a provision which will ensure that the Affiliate Firm is directly liable to UKEF for the legal and/or professional advice (including any action, omission, error or deficiency in connection with the legal advice) provided to UKEF by the Affiliate Firm; and
 - 4.2.2. other than in the case of UKEF Account Work, a provision which will ensure that UKEF has no liability for payment of the Affiliate Firm's fees, disbursements, expenses or any other costs.
- 4.3. The Supplier shall ensure that the Written Engagement Terms shall be legally enforceable against the Affiliate Firm by UKEF and, unless otherwise agreed in writing with UKEF, governed by English Law.

5. Appointment of Affiliate Firm

- 5.1. Prior to the Supplier Sub-Contracting any of its obligations under this Agreement to an Affiliate Firm the Supplier shall notify UKEF in writing of:
 - 5.1.1. the proposed Affiliate Firm's name, and if requested by UKEF, its registered office and where relevant, the company registration number;
 - 5.1.2. the scope/description of any Deliverables to be provided by the proposed Affiliate Firm and if relevant, the duration of appointment;



- 5.1.3. the estimated legal costs of the Deliverable to be undertaken by the Affiliate Firm;
- 5.1.4. (on UKEF's request) evidence that demonstrates to the reasonable satisfaction of UKEF that the proposed appointment has been agreed on "arm's-length" terms.
- 5.2. Unless otherwise agreed with UKEF the Supplier shall within [15] Working Days of the Affiliate Firm being appointed provide UKEF with a copy of the Written Engagement Terms.
- 5.3 UKEF shall be entitled to refuse the proposed appointment of an Affiliate Firm, by notifying the Supplier in writing within [5] Working Days of receipt of the Supplier's notice issued pursuant to paragraph 5.1
- 5.4 Where UKEF has refused the proposed appointment of an Affiliate Firm the Supplier shall not proceed with the appointment.
- 5.5 If UKEF has not exercised its right to refuse the appointment of an Affiliate Firm within [5] Working Days of receipt of the Supplier's notice issued pursuant to paragraph 5.1 the Supplier may proceed with the appointment of the Affiliate Firm.
- 5.6 The Supplier acknowledges that UKEF is reliant on the Supplier's expertise in selecting an Affiliate Firm. UKEF's decision to accept the appointment of an Affiliate Firm shall in no way be interpreted as UKEF endorsing the suitability or capability of an Affiliate Firm to deliver the relevant Deliverables and/or accepting liability for the appointment.

6 When appointment of an Affiliate Firm can be ended

- 6.1 In addition to any rights which UKEF may have to terminate any Sub-Contracts under clause 10.7 of the Core Terms, UKEF may also request that the Supplier terminate the appointment of an Affiliate Firm where there is a material breach by the Affiliate Firm of the Written Engagement Terms.

7 Replacing the appointed Affiliate Firm during the term of a Sub-Contract

- 7.1 Where the Supplier wishes to:
- 7.1.1 replace an Affiliate Firm during the term set out in the Written Engagement Terms; or
- 7.1.2 permit an Affiliate Firm to Sub-Contract the performance of the Deliverables.

the Supplier shall ensure that the appointment of the replacement Affiliate Firm or Sub-Contracted Affiliate Firm, complies with the terms of this Call Off Schedule 24.



Core Terms

1. Definitions used in the Contract

1.1. Interpret this Contract using Joint Schedule 1 (Definitions).

2. How the Contract works

2.1. The Supplier is eligible for the award of Call-Off Contracts during the Framework Contract Period.

2.2. UKEF doesn't guarantee the Supplier any exclusivity, quantity or value of work under the Framework Contract.

2.3. UKEF has paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.

2.4. If UKEF decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using Framework Schedule 6 (Order Form Template and Call-Off Schedules). If allowed by the Regulations, UKEF can:

- make changes to Framework Schedule 6 (Order Form Template and Call-Off Schedules)
- create a new Call-Off Schedule
- exclude optional template Call-Off Schedules
- use Special Terms in the Order Form to add or change terms

2.5. Each Call-Off Contract:

- is a separate Contract from the Framework Contract
- is between a Supplier and UKEF acting as a purchaser and/or recipient of the Services
- includes Core Terms, Schedules and any other changes or items in the completed Order Form
- survives the termination of the Framework Contract

2.6. The Supplier acknowledges that it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by UKEF no warranty of its accuracy is given to the Supplier.

2.7. The Supplier won't be excused from any obligation, or be entitled to additional costs or Charges because it failed to either:

- verify the accuracy of the Due Diligence Information.



- properly perform its own adequate checks.

2.8. UKEF won't be liable for errors, omissions or misrepresentation of any information.

2.9. The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

3. What needs to be Delivered

3.1. All Deliverables

3.1.1. The Supplier must provide Deliverables:

- that comply with the Specification, the Framework Tender Response and, in relation to a Call-Off Contract, the Call-Off Tender (if there is one);
- to a professional standard;
- using reasonable skill and care;
- using Good Industry Practice;
- using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract;
- on the dates agreed;
- that comply with Law and Regulatory Compliance.

3.2 Services clauses

3.2.1 Late Delivery of the Services will be a Default of a Call-Off Contract.

3.2.2 The Supplier must co-operate with UKEF and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.

3.2.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.

3.2.4 The Supplier must allocate sufficient resources and appropriate expertise to each Contract.

3.2.5 The Supplier must take all reasonable care to ensure performance does not disrupt UKEF's operations, employees or other contractors.

3.2.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.

3.2.7 Without prejudice to any other rights and remedies under this Contract UKEF shall be entitled to withhold payment for partially or wholly undelivered Services.

3.2.8 Where requested by UKEF, the Supplier shall plan and agree with UKEF the Deliverables to be provided to UKEF in order to clarify and, if required by UKEF, document:



- the legal advice required;
- how legal input will be structured to minimise costs and maximise efficiency;
- whether and how work previously undertaken for UKEF (or central Government more widely) can be re-used to reduce cost;
- the levels and names of Supplier Staff working on performing the Deliverables, including the Key Personnel identified in the Order Form and any anticipated timing or resourcing issues relating to progression and completion of the Deliverables;
- the extent to which any specialist or overseas legal input is required in connection with the Deliverables and how and when that input should be managed;
- the timing for any reporting on the progress of the performance of the Deliverables;
- the strategic importance and business rationale to UKEF of, and the preferred approach in any negotiations required in respect of, the transaction to which the Deliverables relate;
- the general management of the Deliverables and the provision by the Supplier thereof.

3.2.9 During the performance of the Deliverables the Supplier must conduct reviews at agreed intervals set out in the Order Form (if so specified) or as otherwise required by UKEF to:

- review adherence to the plans (whether original plans or plans as subsequently amended under Clause **Error! Reference source not found.**, as the case may be) for the Deliverables prepared pursuant to Clause **Error! Reference source not found.**; and
- ensure optimisation of efficiency and value for money in provision of the Deliverables.

3.2.10 The Supplier must:

- confirm to UKEF that any review required has, in each case, been completed;
- report to UKEF on the outcome of the review (including documenting the same in such form as UKEF may reasonably require);
- make and apply such adjustments to the plans for the Delivery of the Deliverables as UKEF may direct;
- comply with all reasonable instructions given to the Supplier and the Supplier Personnel by UKEF in relation to the Deliverables from time to time, including reasonable instructions to reschedule or alter the Deliverables;
- to the extent that any draft-Deliverable drawn up by the Supplier is disclosed to UKEF, ensure that UKEF is notified in writing not to rely on its content until it becomes the final version.
- co-operate in a timely and prompt manner with UKEF and UKEF's other professional advisers in relation to the Deliverables as required by UKEF; and
- comply with UKEF's internal policies and procedures and Government codes and practices in force (including policies, procedures, codes and practices relating to vetting, security, equality and diversity, confidentiality undertakings and sustainability) in each case, as notified to the Supplier in writing by UKEF.

4. Pricing and payments

Charges fees or other expenses



- 4.1. UKEF will not be liable for the payment of any Charges, fees or other expenses charged, or incurred, by the Supplier (either directly or through a Subcontractor) in relation to a Call-Off Contract other than where UKEF has identified the work as UKEF Account Work in the Call-Off Order Form and such Charges, fees or other expenses are incurred in accordance with the terms of the Call-Off Contract. The Supplier shall be responsible for ensuring it has entered into an appropriate arrangement with the relevant Aerospace Sector Customer for the payment of Charges, fees, Reimbursable Expenses or any other expense due to the Supplier which does not relate to UKEF Account Work.
- 4.2. The Supplier must not incur any expenditure, without UKEF's written agreement, which would result in any Charges for any element of the UKEF Account Work Deliverables or the Aerospace Transaction Deliverables being exceeded.
- 4.3. Where the Supplier anticipates an increase to the Charges in excess of those estimated and agreed under the terms of the Call-Off Contract, the Supplier shall notify UKEF and the Aerospace Sector Customer as soon as possible and in any event before any additional Charges are incurred, in writing stating:
- 4.3.1 the reason(s) for the anticipated increase in the Charges
 - 4.3.2 the steps, if any, the Supplier has taken to mitigate this increase; and
 - 4.3.3 where the Call-Off Contract relates to an Aerospace Transaction, confirmation that the Aerospace Sector Customer agrees to any increase.
- 4.4 Any change to the Charges shall be agreed in accordance with Clause **Error! Reference source not found.** of the Contract.

Payment

- 4.5 In respect of an Aerospace Transaction the Supplier must send all invoices to the relevant Aerospace Sector Customer for the Charges incurred in accordance with the Order Form, except to the extent UKEF has agreed that such Charges shall relate to UKEF Account Work and Approved the payment of such Charges.
- 4.6 Where the Supplier needs to address the invoices to UKEF as their client of record, such invoices shall be clearly marked by the Supplier as payable by the relevant Aerospace Sector Customer and shall contain an acknowledgement within such an invoice that UKEF shall have no liability for payment of the invoice. The Supplier shall be solely responsible for sending the invoice to the Aerospace Sector Customer.
- 4.7 In respect of UKEF Account Work, the Supplier must invoice UKEF for the Charges in the Order Form in accordance with the terms of the Contract.
- 4.8 Where Charges are for UKEF Account Work, UKEF must pay the Supplier the relevant Charges within 30 days of receipt by UKEF of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.
- 4.9 A Supplier invoice for UKEF Account Work is only valid if it:
- includes all appropriate references including the Contract reference number, purchase order number and other details reasonably requested by UKEF;



- includes a detailed breakdown of Delivered Deliverables.

4.10 All Charges:

4.10.1 exclude VAT or equivalent taxes, which shall be payable on the provision by the Supplier of a valid VAT invoice to the Aerospace Customer or UKEF as applicable; and

4.10.2 include all costs connected with the supply of the Deliverables.

4.11 UKEF may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.

4.12 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, UKEF can publish the details of the late payment or non-payment.

4.13 If UKEF can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables and that cost is reimbursable by UKEF, then UKEF may:

- require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items; or
- enter into a direct agreement with the Subcontractor or third party for the relevant item(s).

4.14 If UKEF uses Clause **Error! Reference source not found.** then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.

4.15 UKEF's right to enter into a direct agreement for the supply of the relevant items is subject to both:

- the relevant item(s) being made available to the Supplier if it is required to Deliver the Deliverables; and
- any reduction in the Framework Prices (and where applicable, the Charges) excludes any unavoidable costs that must be paid by the Supplier for the substituted item, including any licence fees or early termination charges.

4.16 The Supplier has no right of set-off, counterclaim, discount or abatement unless ordered to do so by a court.

5. UKEF's obligations to the Supplier

5.1 If Supplier Non-Performance arises from an Authority Cause:

- UKEF cannot terminate a Contract under Clause **Error! Reference source not found.**;
- the Supplier is entitled to reasonable and proven additional expenses and relief from liability and Deductions under this Contract;



- the Supplier is entitled to the additional time needed to make the Delivery;
- the Supplier cannot suspend the ongoing supply of Deliverables.

5.2 Clause **Error! Reference source not found.** only applies if the Supplier:

- gives notice to UKEF of the Authority Cause within 10 Working Days of becoming aware;
- demonstrates that the Supplier Non-Performance only happened because of the Authority Cause;
- mitigated the impact of the Authority Cause.

6. Record keeping and reporting

- 6.1. The Supplier must attend Progress Meetings with UKEF and provide Progress Reports when specified in the Order Form.
- 6.2. The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for 7 years after the End Date.
- 6.3. The Supplier must allow any Auditor access to their premises to verify all Contract accounts and records of everything to do with the Contract.
- 6.4. The Supplier must provide the information requested by the Auditor and provide reasonable co-operation at their request.
- 6.5. If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
 - tell UKEF and give reasons;
 - propose corrective action;
 - provide a deadline for completing the corrective action.
- 6.6. Where the Supplier submits an invoice to UKEF for UKEF Account Work the Supplier shall confirm in writing that:
 - the invoice is correct and in accordance with the Framework Contract; and
 - where relevant, is within the Framework maximums that the Supplier may charge in respect of such Supplier Fees under each Call-Off Contract.

7. Supplier staff

- 7.1. The Supplier Staff involved in the performance of each Contract must:
 - be appropriately trained and qualified
 - be vetted using Good Industry Practice and, if applicable, the Security Policy
 - comply with all conduct requirements when on UKEF Premises



- 7.2. Where UKEF decides one of the Supplier's Staff isn't suitable to work on a Contract, the Supplier must replace them with a suitably qualified alternative.
- 7.3. If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause **Error! Reference source not found.**
- 7.4. The Supplier must provide a list of Supplier Staff needing to access UKEF Premises and say why access is required.
- 7.5. The Supplier indemnifies UKEF against all Claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

8. Rights and protection

- 8.1. The Supplier warrants and represents that:
 - it has full capacity and authority to enter into and to perform each Contract
 - each Contract is executed by its Authorised Representative
 - it is a legally valid and existing organisation incorporated in the place it was formed
 - there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract
 - it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract
 - it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract
 - it is not impacted by an Insolvency Event
 - it will comply with each Call-Off Contract
- 8.2. The warranties and representations in Clauses **Error! Reference source not found.** and **Error! Reference source not found.** are repeated each time the Supplier provides Deliverables under the Contract.
- 8.3. The Supplier indemnifies UKEF against each of the following:
 - wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract
 - non-payment by the Supplier of any tax or National Insurance
- 8.4. All Claims indemnified under this Contract must be in accordance with Clause **Error! Reference source not found.**
- 8.5. UKEF can terminate the Contract for breach of any warranty or indemnity where they are entitled to do so.
- 8.6. If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify UKEF.



- 8.7. All third party warranties and indemnities covering the Deliverables must be assigned for UKEF's benefit by the Supplier.

9. Intellectual Property Rights (IPRs)

- 9.1. Subject to Clause **Error! Reference source not found.** each Party keeps ownership of its own Existing IPRs.
- 9.2. Unless otherwise provided in the Order Form:
- Intellectual Property Rights in the output from the Deliverables shall vest in the Supplier who shall grant to UKEF a non-exclusive, unlimited, perpetual, royalty-free, irrevocable, transferable licence to use, change, exploit and sub-license the same.
 - The Supplier gives UKEF a non-exclusive, perpetual, royalty-free, irrevocable, transferrable worldwide licence to use, change and sub-licence Supplier's Existing IPR to enable it to both:
 - receive and use the Deliverables
 - make use of the Deliverables provided by a Replacement Supplier
- 9.3. Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 9.4. Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided for in this Clause **Error! Reference source not found.** or otherwise agreed in writing.
- 9.5. If there is an IPR Claim, the Supplier indemnifies UKEF against all Losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 9.6. If an IPR Claim is made: -
- 9.6.1. UKEF shall notify the Supplier in writing of the IPR Claim and UKEF shall not make any admissions which may be prejudicial to its defence or settlement. The Supplier shall at its own expense conduct all negotiations and any litigation arising out of or in connection with the IPR Claim provided always that the Supplier shall:
- consult UKEF on all substantive issues which arise during the conduct of such litigation and negotiations;
 - take due and proper account of the interests of UKEF;
 - consider and defend the IPR Claim diligently using competent counsel and in such a way as not to bring the reputation of UKEF into disrepute; and
 - not settle or compromise the IPR Claim without the prior written approval of UKEF (not to be unreasonably withheld or delayed).
- 9.6.2. or anticipated the Supplier must at its own expense and UKEF's sole option, either:



- obtain for UKEF the rights in Clause **Error! Reference source not found.** and **Error! Reference source not found.** without infringing any third party IPR
- replace or modify the relevant item with substitutes that don't infringe IPR without adversely affecting the accuracy, completeness, reliability, functionality or performance of the Deliverables.

10. Ending the Contract

- 10.1. The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.
- 10.2. UKEF can extend the Call-Off Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.
- 10.3. Upon expiry of this Contract, or when the Deliverables to be performed under it near completion, or when seems appropriate to UKEF under the circumstances, the Supplier must conduct a knowledge transfer exercise where requested to do so by UKEF. This exercise must involve the Supplier:
- documenting, collating and transferring to UKEF any significant know-how, learning and/or practices generated, developed and/or used by the Supplier during this Contract;
 - compiling and transferring to UKEF a document bible(s) (including electronic versions of the same if UKEF so requires) comprising the contractual and/or other documents and/or advice generated, developed and/or used by the Supplier during this Contract;
 - preparing and circulating to UKEF:
 - a wrap up note which sets out (a) a comprehensive comparison between the executed transaction documents and UKEF'S template documents and gives reasons for the departures (commercially agreed or jurisdictionally driven) from the UKEF template documents, (b) any bespoke financial covenants ratios or triggers which are set by UKEF as a condition under the relevant contracts and (c) suggested drafting improvements to UKEF'S template documents including identifying any solutions which the Supplier (or UKEF) considers relevant to future contracts and with the consent of UKEF may share with other suppliers on the Framework; or
 - if the Contract relates to a transaction which is substantially a repetition of a previous transaction, a repeat deal letter identifying the agreed differences between that transaction and the previous transaction on which it was based;

completing the knowledge transfer within one (1) Month of whichever of these events is the latest:

1. the relevant Deliverables, being completed,
2. the request to conduct the exercise made by UKEF,
3. or the expiry of this Contract.

10.4. Ending the Contract without a reason

- 10.4.1. UKEF has the right to terminate the Framework Contract at any time without reason or liability by giving the Supplier at least 30 calendar days' notice and if it is terminated Clause **Error! Reference source not found.** to **Error! Reference**



source not found. applies.

- 10.4.2. UKEF has the right to terminate a Call-Off Contract at any time without reason or liability by giving the Supplier not less than 10 calendar days' written notice and if it is terminated Clause **Error! Reference source not found.** to **Error! Reference source not found.** applies.

10.5. When UKEF can end a Contract

- 10.5.1. If any of the following events happen, UKEF has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

- there's a Supplier Insolvency Event
- there's a Contract Default that is not corrected in line with an accepted Rectification Plan
- UKEF rejects a Rectification Plan or the Supplier does not provide it within 10 calendar days of the request
- there's any material Default of the Contract
- there's any material Default of any Joint Controller Agreement relating to any Contract;
- there's a Default of Clauses **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.** or Framework Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract
- there's a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management)
- there's a Change of Control of the Supplier which isn't pre-approved by UKEF in writing
- there's a Variation to a Contract which cannot be agreed using Clause **Error! Reference source not found.** (Changing the Contract) or resolved using Clause **Error! Reference source not found.** (Resolving Disputes)
- if UKEF discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded
- the Supplier or its Affiliates embarrass or bring UKEF into disrepute or diminish the public trust in them

- 10.5.2. UKEF may terminate the Framework Contract if it terminates a Call-Off Contract for any of the reasons listed in Clause **Error! Reference source not found.**

- 10.5.3. If there is a Default, UKEF can, without limiting its other rights, request that the Supplier provide a Rectification Plan.

- 10.5.4. When UKEF receives a requested Rectification Plan it can either:

- reject the Rectification Plan or revised Rectification Plan, giving reasons
- accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties

- 10.5.5. Where the Rectification Plan or revised Rectification Plan is rejected, UKEF:



- must give reasonable grounds for its decision
- may request that the Supplier provides a revised Rectification Plan within 5 Working Days

10.5.6. If any of the events in 73 (1) (a) to (c) of the Regulations happen, UKEF has the right to immediately terminate the Contract and Clauses **Error! Reference source not found.** to **Error! Reference source not found.** apply.

10.6. What happens if the Contract ends

Where UKEF terminates a Contract under Clause **Error! Reference source not found.** all of the following apply:

- 10.6.1. The Supplier is responsible for the UKEF's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.
- 10.6.2. UKEF's payment obligations under the terminated Contract stop immediately.
- 10.6.3. Accumulated rights of the Parties are not affected.
- 10.6.4. The Supplier must promptly delete or return the Government Data except where they are required to retain copies by Law.
- 10.6.5. The Supplier must promptly return any of UKEF's property provided under the terminated Contract.
- 10.6.6. The Supplier must, at no cost to UKEF, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).
- 10.6.7. The following Clauses survive the termination of each Contract: **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.** and any Clauses and Schedules which are expressly or by implication intended to continue.

10.7. When the Supplier can end the Contract

- 10.7.1. The Supplier can issue a Reminder Notice if UKEF does not pay an undisputed invoice in respect of UKEF Account Work on time. The Supplier can terminate a Call-Off Contract if UKEF fails to pay an undisputed invoiced sum in respect of UKEF Account Work due and worth over 10% of the annual Contract Value within 30 calendar days of the date of the Reminder Notice.



10.7.2. If a Supplier terminates a Call-Off Contract under Clause **Error! Reference source not found.**:

- UKEF must promptly pay all outstanding Charges in respect of UKEF Account Work incurred to the Supplier
- UKEF must pay the Supplier reasonable committed and unavoidable Losses which relate to the UKEF Account Work as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier by UKEF if the Contract had not been terminated
- Clauses **Error! Reference source not found.** to **Error! Reference source not found.** apply.

10.8. When Sub-Contracts can be ended

10.8.1 At UKEF's request, the Supplier must terminate any Sub-Contracts in any of the following events:

- there is a Change of Control of a Subcontractor which isn't pre-approved by UKEF in writing
- the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause **Error! Reference source not found.**
- a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in UKEF.

10.9. Partially ending and suspending the Contract

10.9.1. Where UKEF has the right to terminate the Framework Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Call-Off Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Call-Off Contracts that have already been signed.

10.9.2. Where UKEF has the right to terminate a Framework Contract it is entitled to terminate all or part of it.

10.9.3. Where UKEF has the right to terminate a Call-Off Contract it can terminate or suspend (for any period), all or part of it. If UKEF suspends a Contract it can provide the Deliverables itself or buy them from a third party.

10.9.4. UKEF can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.

10.9.5. The Parties must agree any necessary Variation required by Clause **Error! Reference source not found.** using the Variation Procedure, but the Supplier may not either:

- reject the Variation
- increase the Charges, except where the right to partial termination is under Clause **Error! Reference source not found.**



10.9.6. UAEF can still use other rights available, or subsequently available to it if it acts on its rights under Clause **Error! Reference source not found.**

11. How much you can be held responsible for?

11.1 Subject to any applicable Regulatory Compliance and Clauses **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.** and **Error! Reference source not found.**, each Party's total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is no more than £100,000.

11.2 Subject to any applicable Regulatory Compliance and Clauses **Error! Reference source not found.**, **Error! Reference source not found.** and **Error! Reference source not found.**, the Supplier's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 100 % of the Estimated Yearly Charges unless specified in the Call-Off Order Form.

11.3 Subject to Clause **Error! Reference source not found.** UAEF's total aggregate liability in each Contract Year under each Call-Off Contract where the Charges are payable by the Aerospace Sector Customer (whether in tort, contract or otherwise) shall in no event exceed £100,000.

11.4 Subject to Clause **Error! Reference source not found.** and without prejudice to UAEF's obligation to pay the Charges as and when they fall due for payment for UAEF Account Work, UAEF's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) where Charges for UAEF Account Work have been or will be incurred shall in no event exceed the following amounts:

- in the first Contract Year, an amount equal to 100% of the Estimated Year 1 Charges;
- any subsequent Contract Year, an amount equal to 100% of the total Charges paid and/or due to be paid by UAEF under the Call-Off Contract to the Supplier in the 12 month period immediately prior to when the Losses occurred;
- after the end of the Term, an amount equal to the Charges paid and/or due to be paid by UAEF under the Call-Off Contract to the Supplier in the 12 month period immediately prior to the last day of the Term.

11.5 Subject to Clause **Error! Reference source not found.**, no Party is liable to the other for:

- any indirect Losses
- Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect)

11.6 In spite of Clauses **Error! Reference source not found.** and **Error! Reference source not found.**, neither Party limits or excludes any of the following:

- its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;



- its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
- any liability that cannot be excluded or limited by Law

11.7 In spite of Clause 11.1 and **Error! Reference source not found.**, the Supplier does not limit or exclude liability for any of the following:

- any fine or penalty pursuant to Law that results from a Default and any costs incurred by UKEF in defending any proceedings which result in such fine or penalty
- any Loss incurred by UKEF in connection with, arising out of, or as a result of, any Default in respect of a Deliverable, provided by or on behalf of the Supplier under the Contract
- any Loss incurred by UKEF in connection with, arising out of, or as a result of any negligent legal or professional advice, provided by or on behalf of the Supplier under the Contract

11.8 In spite of Clauses **Error! Reference source not found.** and **Error! Reference source not found.**, the Supplier does not limit or exclude its liability for any indemnity given under Clauses **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.** or Call-Off Schedule 2 (Staff Transfer) of a Contract.

11.9 In spite of Clauses **Error! Reference source not found.** and **Error! Reference source not found.** but subject to Clauses **Error! Reference source not found.** and **Error! Reference source not found.**, the Supplier's aggregate liability, in each and any Contract Year under each Contract under Clause **Error! Reference source not found.** (Data Protection) shall not exceed the Data Protection Liability Cap.

11.10 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.

11.11 When calculating the Supplier's liability under Clause **Error! Reference source not found.** or **Error! Reference source not found.** the following items will not be taken into consideration:

- Deductions
- any items specified in Clauses **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.** or Clause **Error! Reference source not found.**

11.12 Where the Supplier is more than one firm or organisation acting as a Group of Economic Operators, each firm or organisation that is a member of the Group of Economic Operators will be jointly and severally liable for performance of the Supplier's obligations under the Contract.

11.13 The Supplier will be liable for the following types of Loss which shall be regarded as direct and will (without in any way, limiting other categories of Loss) be recoverable by UKEF:

- any wasted expenditure or charges;



- the additional cost of procuring , implementing or operating any alternative or Replacement Deliverables to the Deliverables which shall include any incremental costs associated with the replacement of such Deliverables above those which would have been payable under the Contract;
 - any compensation or interest paid to a third party by UKEF;
 - any regulatory Losses or other losses incurred by UKEF pursuant to the Law.
- 11.14 No enquiry, inspection, approval, sanction, comment, consent, decision or instruction at any time made or given by or on behalf of UKEF to any document or information provided by the Supplier in its provision of the Deliverables, and no failure of UKEF to discern any defect in or omission from any such document or information will operate to exclude or limit the obligations of a professional Supplier employed in a buyer / supplier relationship.
- 11.15 Save as otherwise expressly provided, the obligations of UKEF under the Contract are obligations of UKEF in its capacity as a contracting counterparty and nothing in the Contract shall operate as an obligation upon, or in any other way fetter or constrain UKEF in any other capacity, nor shall the exercise by UKEF of its duties and powers in any other capacity lead to any liability under the Contract (howsoever arising) on the part of UKEF to the Supplier.
- 11.16 No individual nor any service company of the Supplier employing that individual shall have any personal liability to UKEF for the Deliverables supplied by that individual on behalf of the Supplier and UKEF shall not bring any claim under the Contract against that individual or such service company in respect of the Contract save in the case of Fraud or any liability for death or personal injury. Nothing in this Clause **Error! Reference source not found.** shall in any way limit the liability of the Supplier in respect of the Deliverables, and such liability shall be uncapped unless otherwise specified in this Contract and/or the Order Form.

12. Obeying the Law

- 12.1 The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).
- 12.2 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause **Error! Reference source not found.** and Clauses **Error! Reference source not found.** to **Error! Reference source not found.**

13. Insurance

- 13.1 The Supplier must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Order Form.

14. Data protection



- 14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).
- 14.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 14.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send UKEF copies on request.
- 14.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system and complies with the Security Policy (if applicable) and any applicable Security Management Plan.
- 14.5 If, at any time, the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify UKEF and immediately suggest remedial action.
- 14.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable UKEF may either or both:
- tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that UKEF receives notice, or the Supplier finds out about the issue, whichever is earlier
 - restore the Government Data itself or using a third party
- 14.7 The Supplier must pay each Party's reasonable costs of complying with Clause **Error! Reference source not found.** unless UKEF is at fault.
- 14.8 The Supplier:
- must provide UKEF with all Government Data in an agreed open format within 10 Working Days of a written request
 - must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading
 - must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice
 - securely erase all Government Data and any copies it holds when asked to do so by UKEF unless required by Law to retain it
 - indemnifies UKEF against any and all Losses incurred if the Supplier breaches Clause **Error! Reference source not found.** (Data Protection) and any Data Protection Legislation.

15 What you must keep confidential

15.1 Each Party must:

- keep all Confidential Information it receives confidential and secure
- not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, except for the purposes anticipated under the Contract



- immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information
- 15.2 The Supplier must follow any direction made by UKEF in respect of the proper management and mitigation of any matters which involve or could potentially involve a breach of this Clause **Error! Reference source not found..**
- 15.3 In spite of Clause **Error! Reference source not found.**, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:
- where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure, in each case to the extent that it is lawful and reasonably practicable to do so
 - if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party
 - if the information was given to it by a third party without obligation of confidentiality
 - if the information was in the public domain at the time of the disclosure
 - if the information was independently developed without access to the Disclosing Party's Confidential Information
 - to its auditors or for the purposes of regulatory requirements
 - to its professional advisers on a need-to-know basis
 - to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010
- 15.4 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with UKEF at its request.
- 15.5 UKEF may disclose Confidential Information in any of the following cases:
- to the employees, agents, advisers, consultants and contractors of UKEF
 - to any other Central Government Body, any successor body to a Central Government Body or any company that UKEF transfers or proposes to transfer all or any part of its business to
 - to any of UKEF's insurers and/or reinsurers and any other party with whom UKEF may potentially enter into insurance or reinsurance arrangements (and their agents, brokers and consultants)
 - to the Serious Fraud Office, the National Crime Agency or any other authority in connection with any breach, or potential breach, of applicable law or regulation
 - if UKEF (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions
 - where requested by Parliament or any international organisation of which UKEF or the United Kingdom is a member
 - under Clauses **Error! Reference source not found.** and **Error! Reference source not found..**
- 15.6 Where UKEF so requests, the Supplier may disclose such Confidential Information as the Supplier considers necessary to any financial institution which is, or is expected to



be, in receipt of support from UKEF in respect of an Aerospace Transaction, and to other suppliers on the Framework provided that any such information provided to a financial institution shall be limited to the views, policies and concerns of UKEF in respect of the relevant Aerospace Transaction or Aerospace Transactions generally.

15.7 Transparency Information is not Confidential Information.

15.8 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of UKEF and must take all reasonable steps to ensure that Supplier Staff do not either.

16 When you can share information

16.1 The Supplier must tell UKEF within 48 hours if it receives a Request For Information.

16.2 Within the required timescales the Supplier must give UKEF full co-operation and information needed so UKEF can:

- publish the Transparency Information
- comply with any Freedom of Information Act (FOIA) request
- comply with any Environmental Information Regulations (EIR) request

16.3 UKEF may talk to the Supplier to help it decide whether to publish information under Clause **Error! Reference source not found.** However, the extent, content and format of the disclosure is UKEF's decision, which does not need to be reasonable.

17 Invalid parts of the Contract

17.1 If any part of a Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it's valid or enforceable.

18 No other terms apply

18.1 The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements and agreements whether written or oral. No other provisions apply.

19 Other people's rights in a Contract

19.1 Other than as expressly stated in the Call-off Contract Order Form no third parties may use the Contracts (Rights of Third Parties) Act (CRTPA) 1999 to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

20 Circumstances beyond your control



20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under a Contract while the inability to perform continues, if it both:

- provides a Force Majeure Notice to the other Party
- uses all reasonable measures practical to reduce the impact of the Force Majeure Event

20.2 Either Party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 calendar days continuously.

20.3 Where a Party terminates under Clause **Error! Reference source not found.**:

- each Party must cover its own Losses
- Clause **Error! Reference source not found.** to **Error! Reference source not found.** applies

21 Relationships created by the Contract

21.1 No Contract creates a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

22 Giving up Contract rights

22.1 A partial or full waiver or relaxation of the terms of a Contract is only valid if it is stated to be a waiver in writing to the other Party.

23 Transferring responsibilities

23.1 The Supplier cannot assign a Contract without UKEF's written consent.

23.2 UKEF can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of UKEF.

23.3 When UKEF uses its rights under Clause **Error! Reference source not found.** the Supplier must enter into a novation agreement in the form that UKEF specifies.

23.4 The Supplier can terminate a Contract novated under Clause **Error! Reference source not found.** to a private sector body that is experiencing an Insolvency Event.

23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were their own.

23.6 If UKEF asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:

- their name
- the scope of their appointment
- the duration of their appointment



24 Changing the Contract

24.1 Either Party can request a Variation to a Contract which is only effective if agreed in writing and signed by both Parties

24.2 The Supplier must provide an Impact Assessment either:

- with the Variation Form, where the Supplier requests the Variation
- within the time limits included in a Variation Form requested by UKEF

24.3 If the Variation to a Contract cannot be agreed or resolved by the Parties, UKEF can either:

- agree that the Contract continues without the Variation
- terminate the affected Contract, unless in the case of a Call-Off Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them
- refer the Dispute to be resolved using Clause **Error! Reference source not found.** (Resolving Disputes)

24.4 UKEF are not required to accept a Variation request made by the Supplier.

24.5 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Framework Prices or the Charges.

24.6 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give UKEF notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed to either the Deliverables, Framework Prices or a Contract and provide evidence:

- that the Supplier has kept costs as low as possible, including in Subcontractor costs
- of how it has affected the Supplier's costs

24.7 Any change in the Framework Prices or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses **Error! Reference source not found.** to **Error! Reference source not found.**

25 How to communicate about the Contract

25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.

25.2 Notices to UKEF must be sent to the UKEF Authorised Representative's address or email address in the Framework Award Form or Order Form.

25.3 This Clause **Error! Reference source not found.** does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute



resolution.

26 Dealing with Claims

- 26.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days after the date it receives the notice.
- 26.2 At the Indemnifier's cost the Beneficiary must both:
- allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim
 - give the Indemnifier reasonable assistance with the claim if requested
- 26.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.
- 26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that doesn't damage the Beneficiary's reputation.
- 26.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
- 26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any Losses that it suffers because of the Claim.
- 26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
- the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money
 - the amount the Indemnifier paid the Beneficiary for the Claim

27 Preventing fraud, bribery and corruption

- 27.1 The Supplier must not during any Contract Period:
- commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2)
 - do or allow anything which would cause UKEF, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them
- 27.2 The Supplier must during the Contract Period:
- create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same
 - keep full records to show it has complied with its obligations under Clause **Error! Reference source not found.** and give copies to UKEF on request



- if required by UKEF, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to UKEF, that they have complied with Clause **Error! Reference source not found.**, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures

27.3 The Supplier must immediately notify UKEF if it becomes aware of any breach of Clauses **Error! Reference source not found.** or **Error! Reference source not found.** or has any reason to think that it, or any of the Supplier Staff, has either:

- been investigated or prosecuted for an alleged Prohibited Act
- been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any Government department or agency
- received a request or demand for any undue financial or other advantage of any kind related to a Contract
- suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act

27.4 If the Supplier notifies UKEF as required by Clause **Error! Reference source not found.**, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

27.5 In any notice the Supplier gives under Clause **Error! Reference source not found.** it must specify the:

- Prohibited Act
- identity of the Party who it thinks has committed the Prohibited Act
- action it has decided to take

28 Equality, diversity and human rights

28.1 The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:

- protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise
- any other requirements and instructions which UKEF reasonably imposes related to equality Law

28.2 The Supplier must take all necessary steps, and inform UKEF of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.

29 Health and safety

29.1 The Supplier must perform its obligations meeting the requirements of:



- all applicable Law regarding health and safety
- UKEF's current health and safety policy while at UKEF's Premises, as provided to the Supplier

29.2 The Supplier and UKEF must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at UKEF Premises that relate to the performance of a Contract.

29.3 Each Party must take all necessary measures to ensure the health and safety of any other Party's employees, consultants and agents visiting their premises.

30 Environment

30.1 When working on Site the Supplier must perform its obligations in accordance with UKEF's current Environmental Policy, and UKEF must provide a copy of its written environmental policy (if any) to the Supplier.

30.2 The Supplier must ensure that Supplier Staff are aware of the UKEF's Environmental Policy.

31 Tax

31.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. UKEF cannot terminate a Contract where the Supplier has not paid a minor tax or social security contribution.

31.2 Where the Charges payable under a Contract with UKEF exceed or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify UKEF of it within 5 Working Days including:

- the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant
- other information relating to the Occasion of Tax Non-Compliance that UKEF may reasonably need

31.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under a Call-Off Contract, the Supplier must both:

- comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions
- indemnify UKEF against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or Claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff



31.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

- UKEF may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause **Error! Reference source not found.**, or why those requirements do not apply, UKEF can specify the information the Worker must provide and the deadline for responding
- the Worker's contract may be terminated at UKEF's request if the Worker fails to provide the information requested by UKEF within the time specified by UKEF
- the Worker's contract may be terminated at UKEF's request if the Worker provides information which UKEF considers isn't good enough to demonstrate how it complies with Clause **Error! Reference source not found.** or confirms that the Worker is not complying with those requirements
- UKEF may supply any information they receive from the Worker to HMRC for revenue collection and management.

32 Conflict of Interest

32.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.

32.2 The Supplier must promptly notify and, subject to Regulatory Compliance, provide details to UKEF if a Conflict of Interest happens or is expected to happen and must follow any direction made by UKEF in respect of the proper management and mitigation of the same.

32.3 UKEF can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

32.4 The Supplier must not:

- knowingly act at any time during the term of the Contract in any capacity for any person, Financial Institution, firm or company in circumstances where a Conflict of Interest between such person, Financial Institution, firm or company and UKEF will thereby arise or exist in relation to the Deliverables;
- without the prior written consent of UKEF, accept any commission, discount, allowance, direct or indirect payment, or any other consideration from any third party in connection with the provision of the Deliverables; or
- pledge the credit of UKEF in any way; or
- engage in any conduct which in the reasonable opinion of UKEF is prejudicial to UKEF or the Crown.

32.5 The Supplier shall immediately notify UKEF if it becomes aware of an actual or potential Conflict of Interest between its duty to UKEF and its duty to the Financial Institutions.

32.6 The Supplier may, with the prior consent of UKEF, act for the Financial Institutions (other than any bank or other financial institution acting as trustee for the investors, or as arranger, under a financing or refinancing in the debt capital markets in addition to UKEF) and shall ensure that:



- such arrangement will not give rise to a Conflict of Interest between the Supplier's duty to UKEF and the Supplier's duty to the Financial Institutions;
- the Supplier will not be advising the Financial Institutions on their position as against UKEF (including, without limitation, in relation to inter-creditor issues or any guarantee provided by UKEF); and
- any agreement between the Supplier and the Financial Institutions allows the Supplier to terminate its arrangement with the Financial Institutions in the event of a Conflict of Interest between the Supplier's duty to UKEF and the Supplier's duty to the Financial Institutions and to be appointed to continue to act solely for UKEF if UKEF so requires.

32.7 If in the opinion of UKEF a Conflict of Interest has arisen or could arise between the Supplier's duty to UKEF and its duty to the relevant Financial Institutions, UKEF shall notify the Supplier and the Supplier shall immediately cease to act for the Financial Institutions and UKEF shall, in its absolute discretion, determine whether the Supplier should continue to act solely for UKEF in relation to the Aerospace Transaction or whether another Supplier should be appointed to advise UKEF.

33 Reporting a breach of the Contract

33.1 As soon as it is aware of it the Supplier and Supplier Staff must report to UKEF any actual or suspected breach of:

- Law
- Clause **Error! Reference source not found.**
- Clauses **Error! Reference source not found.** to **Error! Reference source not found.**

33.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith report a breach listed in Clause **Error! Reference source not found.** to UKEF or a Prescribed Person.

34 Resolving Disputes

34.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 calendar days of a written request from the other Party, meet in good faith to resolve the Dispute.

34.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses **Error! Reference source not found.** to **Error! Reference source not found.**

34.3 Unless UKEF refers the Dispute to arbitration using Clause **Error! Reference source not found.**, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:



- determine the Dispute
- grant interim remedies
- grant any other provisional or protective relief

34.4 The Supplier agrees that UKEF has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

34.5 UKEF has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause **Error! Reference source not found.**, unless UKEF has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause **Error! Reference source not found.**.

34.6 The Supplier cannot suspend the performance of a Contract during any Dispute.

35 Business Continuity and Disaster Recovery Processes

35.1 The Supplier shall implement appropriate arrangements and processes which ensure:

- continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
- the recovery of the Deliverables in the event of a Disaster.

Business Continuity Disaster Recovery Plan

35.2 The Supplier shall within 40 Working Days of the Framework Start Date prepare and deliver to UKEF a plan (a “**BCDR Plan**”), which shall detail the arrangements and processes that the Supplier shall follow to:

- ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services;
- the recovery of the Services in the event of a Disaster.

35.3 The Supplier shall review the BCDR Plan on a regular basis and as a minimum once every six (6) Months.

35.4 Where UKEF has identified in the Call-Off Order Form that a Call-Off Contract specific BCDR plan will be required, the Supplier shall prepare and deliver a BCDR plan in accordance with Call-Off Schedule 8 (Business Continuity and Disaster Recovery).

Implementing the BCDR Plan

35.5 In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform UKEF promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of UKEF.



Testing the BCDR Plan

35.6 The Supplier shall test the BCDR Plan:

- regularly and in any event not less than once in every Contract Year;
- in the event of any major reconfiguration of the Deliverables;
- at any time where UKEF considers it necessary (acting in its sole discretion).

Circumstances beyond your control

35.7 The Supplier shall not be entitled to relief under Clause **Error! Reference source not found.** (Circumstances beyond your control) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.

36 Which Law applies

36.1 This Contract and any issues arising out of, or connected to it, are governed by English Law.