**Call-Off Schedule 24 (Affiliate Firms)**

1. **Introduction** 
   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.
   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** 
   1. In this Schedule 24, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

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| **“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. |

1. **Use of Affiliate Firms** 
   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.
   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.
2. **The Supplier’s obligations** 
   1. The Supplier shall:
      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;
      2. ensure that the selected Affiliate Firm possess the appropriate capability and capacity to perform the Deliverables;
      3. ensure that the Affiliate Firm performs the Deliverables in accordance with the terms of this Call-Off Contract;
      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;
      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;
      6. be responsible for the management of and engagement with the Affiliate Firm unless otherwise agreed in writing by UKEF.

### 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:

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* + 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
    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.
  1. 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.

1. **Appointment of Affiliate Firm**

## 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:

### the proposed Affiliate Firm’s name, and if requested by UKEF, its registered office and where relevant, the company registration number;

### the scope/description of any Deliverables to be provided by the proposed Affiliate Firm and if relevant, the duration of appointment;

### the estimated legal costs of the Deliverable to be undertaken by the Affiliate Firm;

* + 1. (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.

# 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.

## 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

## Where UKEF has refused the proposed appointment of an Affiliate Firm the Supplier shall not proceed with the appointment.

### 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.

### 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.

### **When appointment of an Affiliate Firm can be ended**

## 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.

1. **Replacing the appointed Affiliate Firm during the term of a Sub-Contract**

## Where the Supplier wishes to:

## replace an Affiliate Firm during the term set out in the Written Engagement Terms; or

## 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.