**Framework Schedule 1 (Specification)**

This Schedule sets out what we and Other Contracting Authorities want.

The Supplier must only provide the Deliverables for the Lot(s) that they have been appointed to.

For all Lots and/or Deliverables, the Supplier must help the Buyer comply with any specific applicable Standards of the Buyer.

The Deliverables and any Standards set out in this Framework Schedule 1 (Specification) may be refined (to the extent permitted and set out in the Order Form) by a Buyer during a Further Competition Procedure to reflect its Deliverables requirements for entering a particular Call-Off Contract.

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# Definitions

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

“Authorised Buyer “Assimilated Law” as defined in Section 6 of the European Union

(Withdrawal) Act 2018, as amended from time to time;

“Authorised Buyer List” the list of Other Contracting Authorities set out in Appendix B;

“CAN Period” has the meaning given in Paragraph 5.19.12 of this Framework Schedule 1 (Specification);

“Corrective Action Notice” has the meaning given in Paragraph 5.19.11 of this Framework Schedule 1 (Specification);

“Disabled Person” those with a declared disability as defined within the Equality Act 2010;

“Disabled Persons

Improvements” the percentage improvement for each Contract Year with respect to the proportion of Qualifying Services (calculated by hours billed) which are provided by Disabled Persons, when compared to the Disabled Persons Threshold;

“Disabled Persons Threshold” the proportion of Qualifying Services (calculated by hours billed) in the twelve (12) Months prior to the date of the Framework Tender Response which were provided by Disabled Persons;

“Full-Service Office” means (in relation to a particular Lot) an established permanent office offering not less than 70% of that Lot’s Mandatory Specialisms and with the ability to host multiple simultaneous face-to-face meetings with not less than 10 people with at least one room capable of hosting at least 20 people plus laptops & papers and which, in each case, can integrate additional remote participants seamlessly;

“Gender Balance Improvements” the percentage improvement for each Contract Year with respect to the proportion of Qualifying Services (calculated by hours billed) which are provided by women, when compared to the Gender Balance Threshold;

“Gender Balance Threshold” the proportion of Qualifying Services (calculated by hours billed) in the twelve (12) Months prior to the date of the Framework Tender Response which were provided by women;

“Generally Excluded”has the meaning given in Paragraph 5.19.15.1 of this Framework Schedule 1 (Specification);

“Group of Economic Operators” a group of economic operators acting jointly and severally to provide the Deliverables, which shall include a consortium;

“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;

“LEDES” Legal Electronic Data Exchange Standard;

“Lot Requirements” the requirements for each Lot as set out in Paragraph 7 (Lot 1), Paragraph 8 (Lot 2), Paragraph 9 (Lot 3), Paragraph 10 (Lots 4 a), b and c)), Paragraph 11 (Lot 5) which includes the Mandatory Specialisms and any Optional Specialisms as appropriate;

“Mandatory Specialisms“ the mandatory specialisms for a Lot;

“Mandatory Service

Requirements” the requirements set out at Paragraph 5;

“Matter Management” those activities, interpreted broadly, involved in managing all aspects of the corporate or government 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;

“Mental Health Standards”means the Core Standards and Enhanced Standards set out in the Thriving at work, the Stevenson / Farmer review of mental health and employers dated October 2017 (see: https://www.gov.uk/government/publications/thriving-at-work-a-review-of-mental-health-and-employers) which include:

* the production and implementation of a mental health at work plan;
* the development and implementation of mental health awareness among employees;
* the encouragement of open conversations about mental health and the support available when employees are struggling;
* the provision to employees of good working conditions and ensure they have a healthy work life balance and opportunities for development;
* the promotion of effective people management through line managers and supervisors;
* the routine monitoring of employees mental health and wellbeing
* increased transparency and accountability through internal and external reporting
* demonstration of accountability
* improvement of the disclosure process
* ensuring provision of tailored in-house mental health support and signposting to clinical help;

“Net Zero” describes a state where any Carbon Dioxide (CO2) or Greenhouse Gas (GHG) emissions left over after decarbonisation are offset by removing an equivalent amount of CO2 from the atmosphere. This results in no net GHG impact;

“Optional Specialisms” the optional specialisms for a Lot (the Supplier will state its capability to provide one or more of these in its Framework Tender Response and this may be updated by CCS and the Supplier in accordance with Paragraph 3.6 of Framework Schedule 7 (Call-Off Award Procedure));

“Ordered Services” means the Deliverables under each Call Off Contract and/or Statement of Work (as applicable);

“Private International Law” means the laws of any country or countries to the extent they concern the affairs of private parties across international jurisdictions;

“Public International Law” refers to the legal rules, norms, and standards that apply between sovereign States and other entities that are legally recognised as international actors, including intergovernmental organisations;

“Qualifying Services” any services provided by the Supplier directly (i.e. not through a subcontractor) to any of its clients by teams that could provide one or more of:

* the Mandatory Specialisms in the Lots to which the Supplier applied for in its Framework Tender Response; and/or
* the Optional Specialisms in the Lots to which the Supplier applied for in its Framework Tender Response which the Supplier stated the capability to provide in its Framework Tender Response;

“Rail Related Matter” a matter involving issues relating to the railway as defined in Section 67(1) of the Transport and Works Act 1992, for the avoidance of any doubt this does not include a tramway;

“Socio-Economic Deprivation” the relative disadvantage an individual or a social group experiences (including a group defined in geographical terms e.g. a community or a neighbourhood) in terms of access and control over economic, material or social resources and opportunities. This includes the measures set out in the Civil Service “Measuring Socio-economic Background in your Workforce: recommended measures for use by employers May 2018” and in particular consideration of access to education, parental qualifications; parental occupation; and type of school attended;

“Social Value Action Plan” has the meaning given in Paragraph 5.19.9.2 of this Framework Schedule 1 (Specification);

“Social Value Failure” has the meaning given in Paragraph 5.19.11 of this Framework Schedule 1 (Specification);

“Social Value Improvements” each of the Gender Balance Improvements, Disabled Persons Improvements and the Under-Represented Groups Improvements;

“Social Value Reports” the reports required annually which should include the information and reporting requested in Appendix A (Social Value Reports) below;

“Specifically Excluded” has the meaning given in Paragraph 5.19.15.2 of this Framework Schedule 1 (Specification);

“Under-Represented Groups” those people who have declared to the Supplier that they are: disabled, LGBTQ+*,* ethnic minorities, and/or from a background of Socio-Economic Deprivation;

“Under-Represented

Groups Improvements”the percentage improvement for each Contract Year with respect to the proportion of Qualifying Services (calculated by hours billed) which are provided by Under-Represented Groups Improvements, when compared to the Under Represented Groups Threshold;

“Under-Represented

Groups Threshold” the proportion of Qualifying Services (calculated by hours billed) in the twelve (12) Months prior to the date of the Framework Tender Response which were provided by Under-Represented Groups;

“Value Added Services” means the value added services as defined at Paragraph 6.1.1 of this Framework Schedule 1 (Specification);

“WTO” means the World Trade Organization.

# Introduction

* 1. This Framework Schedule 1 (Specification):
     1. sets out the scope of the Services, including the Mandatory Specialisms that the Supplier shall make available to Other Contracting Authorities, and the Optional Specialisms that the Supplier may make available to Other Contracting Authorities, under each Lot of this Framework Contract it has been appointed to;
     2. provides a description of the Services under each Lot; and
     3. sets out the specific Standards and requirements applicable to the provision of Services by the Supplier.
  2. Paragraphs 3, 4 and 5 of this Framework Schedule 1 (Specification) set out provisions applicable to all Lots/the Legal Panel for Government (RM6360) generally, including the Mandatory Service Requirements.
  3. Paragraph 6 of this Framework Schedule 1 (Specification) addresses Value Added Services.
  4. Paragraphs 7, 8, 9, 10 and 11 of this Framework Schedule 1 (Specification) set out the Lot Requirements as follows:
     1. Paragraph 7: Lot 1 – Core Legal Services;
     2. Paragraph 8: Lot 2 – Major Projects and Complex Advice;
     3. Paragraph 9: Lot 3 – Finance and High Risk/Innovation;
     4. Paragraph 10: Lots 4 a), b) and c) – Trade Legal Services; and
     5. Paragraph 11: Lot 5 – Rail Legal Services.
  5. The Supplier must comply with the Lot Requirements for the Lot(s) it has been appointed to.
  6. Buyer Needs Statement
     1. The Legal Panel for Government (RM6360) has been designed as a suitable replacement for three existing government legal panels, which expire in 2025 and 2026:
        1. Legal Services Panel (RM6179);
        2. Trade Law Panel (RM6183); and
        3. Rail Legal Services Panel (RM6204)
     2. The policy drivers supporting the development and procurement of this Framework Contract are to:
        1. provide Other Contracting Authorities with a route to market compliant with UK Law;
        2. offer an improved agreement for Other Contracting Authorities and Suppliers with a focus on developing effective relationships to enhance the quality of the legal service provided;
        3. provide Other Contracting Authorities with access to high quality legal services; and
        4. achieve value for money.

# Scope of the Requirement

* 1. Buyers require the legal expertise and services detailed in the Lot Requirements to be delivered with full project support and flexible resource.
  2. In certain circumstances, it may be that the same project will require more than one supplier to provide Services, including suppliers on different Lots.
  3. To support the Buyer to achieve the required level of outcomes in a project, the Supplier shall perform all required activities to ensure interoperability under the Order Form and, if applicable, each Statement of Work, as instructed by the Buyer.
  4. The Supplier shall support the Buyer by providing resource to address gaps in their 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.
  5. This Framework Contract is predominantly for the provision of legal services in the law of England and Wales, other than for Lots 4 a), b) and c), which will require international law as part of the Services. However, Buyers may require advice on Scots law, Northern Irish law, Public International Law, Private International Law and/or the law of foreign jurisdictions in respect of the Mandatory Specialisms and Optional Specialisms, for all Lots.
  6. In the event that advice is required on Scots law, Northern Irish law, Private International Law, Public International Law, and/or the law of foreign jurisdictions in respect of the Mandatory Specialisms and Optional Specialisms for all Lots, the Supplier shall agree with the Buyer 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:
     1. if the Supplier has Supplier Staff qualified and practising in Scots law, Northern Irish law, Private International Law, Public International Law and/or the law of the relevant foreign jurisdiction(s) required in the relevant specialism, the Supplier shall utilise its Supplier Staff under the terms of this Framework Contract; and/or
     2. the Buyer may choose to appoint another firm to work with the Supplier (including, where permitted, via the Scottish Government legal services framework <https://www.gov.scot/publications/frameworks-and-contracts/>, as amended or replaced); and/or
     3. the Supplier shall seek Approval from the Buyer in advance and in writing to subcontract the provision of legal advice or other Deliverables for or relating to Scots law, Northern Irish law, Private International Law, Public International Law and/or law of foreign jurisdictions in respect of the Mandatory Specialisms and Optional Specialisms to another law firm (i.e. the Subcontractor) who is suitably qualified and practising in the relevant legal jurisdiction in the relevant specialism; and
     4. the Supplier will be required to provide the specified Deliverables to the applicable Standards in the named jurisdictions all in accordance with the pricing model detailed in the Order Form and, if applicable, each Statement of Work.

# Out of Scope

* 1. This Framework Contract is not accessible to public sector bodies not referred to in Appendix B (Authorised Buyer List).

# Mandatory Service Requirements

* 1. **Supplier Staff**
     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 of the relevant jurisdiction(s) including the Solicitors Regulatory Authority Standards and Regulations or Bar Standards Board Handbook or the relevant equivalent in the relevant jurisdiction(s), each as amended or replaced from time to time, and comply with all applicable Regulatory Compliance requirements.
     2. The Supplier shall ensure in particular that, where applicable, all relevant Supplier Staff are familiar with the Solicitors Regulatory Authority Standards and Regulations ([SRA | SRA Standards and Regulations | Solicitors Regulation Authority](https://www.sra.org.uk/solicitors/standards-regulations/)) and Bar Standards Board handbook ([The BSB Handbook](https://www.barstandardsboard.org.uk/for-barristers/bsb-handbook-and-code-guidance/the-bsb-handbook.html)), as amended from time to time.
     3. The Supplier shall ensure that all Supplier Staff involved in the provision of Deliverables 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.
     4. 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. The Supplier shall make available to Buyers the following grades of Supplier Staff:

|  |  |  |  |
| --- | --- | --- | --- |
| **Grade Band** | **Typical Years’ PQE** | **Positions which typically fall within Grade band** | **Typical Role(s)** |
| 1 | 10+ | Partner | Key point of contact with the Buyer  Overall responsibility for quality assurance, success of project and supervision of Supplier Staff  Overall responsibility for working within budgets agreed as part of a Call-Off Contract  Considered expert in the relevant field  Appropriate direct contribution to complex/important legal matters relating to a Call-Off Contract |
| 2 | 8+ | Legal Director/  Counsel  or equivalent | Delivering work independently on behalf of the firm  Main point of contact for day-to-day Buyer liaison (for more complex/significant and non-routine matters)  Considered expert in the relevant field  Responsibility for quality assurance, success of project and supervision of Supplier Staff  Responsibility for working within budgets agreed as part of a Call-Off Contract  Direct contribution to complex/important legal matters relating to a Call-Off Contract  Will involve Partner level input if/as appropriate |
| 3 | 6+ | Senior Solicitor, Senior Associate/Senior Legal Executive | Substantive experience and proficiency in the relevant field  Day-to-day Matter Management  Significant level of quality assurance  Appropriate direct contribution to difficult/important legal matters relating to a Call-Off Contract  Will involve more senior grades of lawyer as appropriate |
| 4 | 3-5 | Solicitor, Associate/Legal Executive | Main contact for day-to-day Buyer liaison (for simple and routine matters)  Will involve more senior grades (i.e. Grade 1,2 or 3 (above)) of lawyer as appropriate. |
| 5 | 0-3 | NQ Solicitor/  Associate, Junior Solicitor/  Associate/Legal Executive | Performing work that typically requires up to 3 years’ post-qualified experience (PQE) in the relevant field of work |
| 6 | N/A | Trainee/Legal Apprentice | Individuals who are undergoing their legal training contract or equivalent experience in the relevant field of work or similar is not required |
| 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 |

* + 1. Additionally Suppliers shall be required to provide Legal Project Managers. Suppliers should include Legal Project Managers within their pricing. This will not be evaluated but Suppliers will be required to set a maximum hourly rate for the role, throughout the life of the Framework Contract.
       1. 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.
       2. The scope of services to be provided by a Legal Project Manager will be discussed and agreed by the Supplier and the Buyer 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.
    2. Depending on the nature of the Services, the Buyer may request the Supplier to utilise non-legal experts.
    3. Paragraphs 10.9 and 10.10 below include provisions relating to additional Supplier Staff applicable to Lots 4 a), b and c) only.
    4. The Supplier shall ensure that the grade and number of Supplier Staff deployed for the Services is appropriate for the complexity of the Services required and represents overall value for money.
    5. Where the hourly rate for an individual member of Supplier Staff (person A) is to increase as the result of a promotion:
       1. the Supplier shall notify the Buyer; and
       2. at the Buyer’s discretion, the Supplier shall either: (a) continue to deploy person A, but at the increased hourly rate; or (b) deploy an alternative member of Supplier Staff who can act at person A’s previous grade.
    6. The Supplier shall ensure that Supplier Staff respond flexibly and within agreed timescales set by the Buyer in response to requests, including changes to planned work.
    7. Where any part of the Deliverables is provided by Supplier Staff not falling within the Grade Bands referenced in the above table, but the Supplier seeks to invoice the Buyer for this work at one of the above Grade Bands, the Supplier shall first obtain the Buyer’s Approval.
  1. **Initial Consultation**
     1. The Supplier shall provide the Buyer with an initial consultation and legal advice of two (2) hours at the beginning of each Call-Off Contract to discuss developing/new legal matters, at no cost to the Buyer.
  2. **Knowledge Sharing**
     1. The Supplier shall make available to Other Contracting Authorities regularly and periodically throughout the Contract Period, free of charge, via email, printed publication or other form of presentation (as appropriate), know-how appropriate to the Other Contracting Authorities and/or the Services provided by the Supplier to Other Contracting Authorities. This shall include (without limitation):
        1. e- briefings, email alerts, newsletters, hubs and webinars;
        2. white papers, thought leadership, publications, subscriptions, insights and articles;
        3. invitations and access to breakfast briefings, seminars, conferences and events;
        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. invitations to masterclasses and industry events.
     2. In addition to (a) making available training under Paragraph 5.3.1 and (b) the training the Supplier may agree to provide as a Value Added Service as described at Paragraph 6.1.1.3, the Supplier shall provide training relating to an individual project or matter to a Buyer upon written request. Such training shall be:
        1. tailored to the Buyer’s specific requirements;
        2. provided at the Supplier’s office, the Buyer’s office, any other government offices or other facility, or via e-learning or other remote delivery system, at the Buyer’s request; and
        3. provided either free of charge or at a rate no more than the Framework Prices (this shall be agreed in advance between the Buyer and Supplier).
     3. Once a Call-Off Contract has been performed, or as the Services to be performed under it near completion (including where the Supplier is no longer able to act for whatever reason), as seems appropriate to the Buyer under the circumstances, the Supplier shall:
        1. (unless instructed otherwise by the Buyer) conduct a knowledge transfer exercise. This exercise may (at the Buyer’s discretion):
           1. document, collate and transfer to the Buyer any significant Know-How, learning and/or practices generated, developed and/or used by the Supplier during the relevant Call-Off Contract including rationales for adopting certain positions on negotiations and options considered but not taken forward; and
           2. compile and transfer to the Buyer a document bible(s) (including electronic versions of the same if the Buyer 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
        2. participate in a ‘lessons learnt’ review meeting with the Buyer, which shall include a detailed report of what actions were taken (including the use of any technologies), to maximise efficiencies and support continuous improvement.
     4. Any activity conducted in accordance with Paragraph 5.3.3 above shall:
        1. be completed within three (3) Months of the completion of the relevant Services; and
        2. be performed at no additional cost or charge to the Buyer.
  3. **Service Delivery**
     1. The Supplier shall have in place and shall maintain throughout the Contract Period robust assurance and governance processes and shall act in accordance with the Law and Regulatory Compliance.
     2. The Supplier shall ensure that:
        1. all Services are of satisfactory quality, comply with their description, and are fit for purpose;
        2. where the provision of the Services involve the drafting, review or production or modification of documentation, such documentation is technically functional; and
        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.
     3. The Supplier shall, at all relevant times:
        1. comply with all reasonable instructions given to the Supplier and the Supplier Staff by the Buyer in relation to the Deliverables from time to time, including reasonable instructions to reschedule or alter the Deliverables, responding flexibly and within agreed timescales set by the Buyer in response to request, including any changes to planned work;
        2. comply with any relevant policies of the Buyer as are notified to the Supplier whether at the date of the Order (or, if applicable, Statement of Work) or otherwise, and the Supplier shall, before accepting an Order (or, if applicable, Statement of Work) from an Other Contracting Authority, request from the Other Contracting Authority notification of all such policies which apply; and
        3. ensure that it is (and all relevant Supplier Staff are) properly and appropriately appraised on current law and forthcoming changes to the law.
     4. The Supplier shall maintain an up-to-date awareness of publicly available information relation to government public policies in relation to the subject matter of the Services.
     5. Pursuant to 5.4.4 above, where the Services relate to representing the Buyer in relation to commercial activity, this shall include but not be limited to:
        1. the [Outsourcing Playbook](https://www.gov.uk/government/publications/the-outsourcing-playbook), the [Construction Playbook](https://www.gov.uk/government/publications/the-construction-playbook), the [National Procurement Policy Statement](https://www.gov.uk/government/publications/national-procurement-policy-statement) and Procurement Policy Notes); and
        2. model contracts (including the [Model Services Contract](https://www.gov.uk/government/publications/model-services-contract) and [The Public Sector Contract - GOV.UK](https://www.gov.uk/government/collections/the-public-sector-contract))

as may be amended and updated from time to time. The Supplier shall consider these and advise on the use of model contract terms where:

* instructed to do so by the Buyer;
* it is relevant or may be relevant or pertinent to the Services being provided; and/or
* the Supplier considers it appropriate to do so.
  + 1. Litigation work – Lexcel
       1. The Supplier recognises that the Government Legal Department (GLD) and some Other Contracting Authorities hold Lexcel accreditation (currently Lexcel England and Wales v6.1 Standard for in-house legal departments, as updated from time to time), and as such any contentious work that is undertaken on behalf of those Buyers may require the Supplier to provide the Services in compliance with the relevant version of the standard at that time.
  1. **Service Quality**
     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:
        1. Early Supplier involvement – to improve understanding and deliverability of the Buyer’s requirements, the Buyer will, wherever practical, endeavour to discuss the delivery of the Services prior to commencement of the Ordered Services;
        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 (including but not limited to under Paragraph 5.3.3.1);
        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;
        4. Effective relationship management - entails creating collaborative relationships in order to uncover and realise value and reduce risk of failure between the Buyer and the Supplier;
        5. Continuous improvement - to improve Services through the life of the Framework Contract, through the sharing and implementation of best practice within the industry, lessons learnt, innovation, technology and artificial intelligence;
        6. Time zone flexibility – both Parties must ensure they take a flexible approach to the delivery of Services to account for working differences in the event of varied time zones. Notwithstanding this, the Supplier 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;
        7. Suppliers, other than for Lots 4 a), b) and c), will be required to have a UK office or established presence. In particular:
           1. Suppliers to Lot 1 and Lot 5 will be required to have a Full-Service Office in one or more of the following cities; Birmingham, Belfast, Brighton, Bristol, Cardiff, Edinburgh, Glasgow, Leeds, Liverpool, London and Manchester, Newcastle or Sheffield;
           2. Suppliers to Lot 2 and Lot 3 will be required to have a Full-Service Office in London.
  2. **Management of External Legal Resources** 
     1. The Supplier must, when operating as part of a Group of Economic Operators and/or using Subcontractors, ensure that they manage the external resource to ensure:
        1. appropriately skilled and expert legal resource is mobilised within the timeline stipulated by the Buyer;
        2. teams work collaboratively and cohesively;
        3. knowledge transfer throughout delivery of the Services is seamless, to ensure timely delivery of the Services and to minimise costs;
        4. legal advice provided is fit for purpose, accurate, consistent and practical;
        5. the resource cost is reasonable and proportionate to the complexity of advice and levels of expertise required.
     2. In the following limited circumstances, the Supplier may charge above maximum Framework Prices set out in Framework Schedule 3:
        1. where the Supplier or its Subcontractor is providing Deliverables advising in a non-UK jurisdiction; and
        2. those Deliverables are:
           1. under Lot 1, 2, 3 or 5; or
           2. under Lot 4a) b) or c) and in a country for which the Supplier has not submitted country-specific Framework Prices; and
        3. the Supplier demonstrates through the provision of supporting evidence including Open Book Data that the proposed price increase is an accurate reflection of the cost of non-UK jurisdiction Deliverables and that no mark-up or additional margin has been added; and
        4. when reliant on a Subcontractor, the Supplier ensures that it complies with the provisions in Paragraph 5.6.1 of this Framework Schedule 1 (Specification), and negotiates rates where possible to ensure value for money for the Buyer.
  3. **Legal Quality Principles**
     1. The Supplier must:
        1. be cognisant of the implications of its advice and instructions and the risks of challenge that may arise, and must provide risk-based strategic legal advice with appropriate consideration of the issues including those set out in Judge Over Your Shoulder – <https://www.gov.uk/government/publications/the-judge-over-your-shoulder>;
        2. provide advice in accordance with the Attorney General’s Guidance on Legal Risk (as provided to the Supplier by the Buyer or GLD, and as may be updated from time to time on the gov.uk website) when providing advice to central Government departments and their executive agencies or where requested to do so by the Buyer;
        3. be fully aware that the advice and actions recommended to the Buyer could be subject to scrutiny or opposition, possibly from third parties or regulatory bodies. The Supplier should anticipate and prepare for potential legal disputes or challenges.
        4. develop a robust Supplier 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;
        5. 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);
        6. ensure that an effective mitigation strategy is in place to manage actual, potential or perceived 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 Personal Data and Confidential Information, including sensitive or protected information to persons, including stakeholders who could gain an unfair advantage;
        7. work on high profile project(s) with a high degree of confidentiality and in line with [Government Security Classifications](https://www.gov.uk/government/publications/government-security-classifications);
        8. work efficiently to tight timescales in pressurised circumstances to deliver quality outputs, and to work collaboratively with the Buyer’s teams including in-house lawyers, policy officials, financial, economic and commercial advisers;
        9. dovetail its supply of the Deliverables with the Buyer’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 the Buyer’s milestones are achieved;
        10. communicate succinctly both orally and in writing at all levels up to and including (if required) ministerial level within Government and with external advisers and stakeholders. Appreciating the complexity of the issues involved, plain English drafting is required;
        11. promote and facilitate the sharing of information and the development of broader best practice initiatives within any relevant industry;
        12. manage costs and to work closely with the Buyer and the Buyer’s in-house lawyers to achieve this, maximising transparency around costs (including at the Buyer’s request introducing industry standard cost management tools) including regular management information and progress reporting;
        13. undertake and manage assignments in a fashion that drives efficiency and maximises value for money, as far as possible, for example by minimising any duplication of resource; clarifying and testing the efficacy of instructions received and highlighting clearly when out of scope work is being requested;
        14. set internal budgets for particular pieces of work or for longer term projects and closely monitor and control actual spending to ensure alignment with any agreed Buyer budget; and
        15. 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. Suppliers may be required to provide additional information on their approach to improving and maximising efficiencies as part of the Call-Off Award stage (Framework Schedule 7 (Call-Off Award Procedure).
     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 the Buyer the Services to be provided to the Buyer to clarify and document, including:
        1. the legal advice required;
        2. how the Supplier’s resources will be mobilised in the timescale required by the Buyer;
        3. how legal input, as well as digital tools / processes and/or project management (where applicable) will be structured to minimise costs and maximise efficiency;
        4. identifying any opportunities for how work previously undertaken can be re-used to reduce cost;
        5. the levels and names of Key Staff and lawyers working on performing the Services;
        6. which of the Buyer’s Personnel can provide instructions and authorise additional work; and
        7. the general management of the Services and the provision by the Supplier thereof.
     3. During the performance of Services the Supplier must conduct reviews at intervals specified in the Call-Off Contract to:
        1. review adherence to the original plans for the Services prepared pursuant to Paragraph 5.7.2 above, and
        2. ensure optimisation of efficiency and value for money in provision of the Services. The Supplier must perform this review in conjunction with the Buyer if requested but in any event shall confirm to the Buyer that any review required has, in each case, been completed; and
        3. report to the Buyer on the outcome of the review.
     4. The Supplier must provide Matter Management, and have in place a Matter Management System, free of charge.
     5. The Supplier must have in place from the Framework Start Date an eBilling process and system, which is capable of providing any fee notes and related data in LEDES format ([LEDES.org](https://ledes.org/)). The Supplier shall utilise such a system at no extra cost to CCS or the Buyer and shall work in conjunction with the Buyer on any process and system developments to ensure that they can be utilised on an ongoing basis at no extra cost to CCS or the Buyer.
  4. **Collaborative Working**
     1. The Supplier acknowledges and agrees that the Buyer may request the Supplier to work in collaboration with GLD lawyers, the Buyer’s internal lawyers and/or lawyers from other suppliers (including but not limited to those named on the RM6360 Framework) with varying specialisms and experience including to:
        1. support the delivery of novel, complex or strategically important projects; and/or
        2. build and/or complement capability and capacity across the RM6360 Framework.
     2. The Supplier shall ensure their full cooperation to enable and facilitate wherever possible collaborative working where the Buyer project requires this and it shall follow all directions in this regard which the Buyer may make, including any instructions as to interoperability between Suppliers.
  5. **Security Vetting and Clearances** 
     1. Unless otherwise stated in the Call-Off Contract, the Supplier will not be required to work on matters which require them to access Secret or Top Secret information as defined in the Government Security Classifications.
     2. Where requested, the Supplier must work with the Buyer to ensure security clearances for Supplier Staff can be completed and all required security clearances are completed in a timely manner.
     3. Where the Supplier is required to have access to Secret or Top Secret information, the Buyer may require additional steps to be taken to ensure that access is controlled. Such steps may include requiring that Supplier Staff with access to this information hold additional security clearance (e.g. Developed Vetting or Security Check level clearance) and/or use additional IT and/or technical controls to securely manage the storage, use and transmission of this information.
     4. The Supplier should promptly notify CCS and the relevant Buyer of any actual or potential compromise to the Supplier where Buyers’ information could be or has been at risk.
     5. Unless otherwise stated in the Call-Off Contract:
        1. The Supplier must undertake the Services in line with Government Security Classifications.
        2. In line with the [Government Security Classifications Policy](https://www.gov.uk/government/publications/government-security-classifications) the Supplier must ensure, at its own cost, that all Supplier Staff, and any other staff who have access to Buyers’ information hold a Baseline Personnel Security Standard (BPSS) or an equivalent, in adherence to [HMG Baseline Personnel Security Standard](https://assets.publishing.service.gov.uk/media/66e43017718edd817713175b/2024-06-27_-_FINAL_-_Baseline_Personnel_Security_Standard__BPSS__Policy_-_Version_7.0__PUBLISHED_28_JULY_2024___1_.pdf). It is the Supplier's responsibility to maintain this minimum standard throughout the Contract Periods of all Call-Off Contracts.
        3. The Supplier is required to implement physical, technical, personnel, and procedural security controls in accordance with the [HMG Security Policy Framework (SPF)](https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework#physical-security) and [HMG Government Functional Standard: 007 Security](https://assets.publishing.service.gov.uk/media/613a195bd3bf7f05b694d647/GovS_007-_Security.pdf), including any updated versions throughout the duration of this Framework Contract or any Call Off Contract.
        4. The Supplier is required to maintain a robust security incident/breach procedure for its premises and systems and promptly notify the relevant Buyer(s) and CCS of any compromise to Supplier and/or Buyer information under or connected Contract.
     6. Should the Supplier require any Supplier Staff to work on government work outside the United Kingdom, it should notify the Buyer with details in advance. The Buyer shall consider each request, but it may not be possible for them to agree to any such request due to the Government’s working abroad policy. Where this happens, the Supplier should take steps to find alternative Supplier Staff to provide the Services.
  6. **Artificial Intelligence**
     1. The Supplier may explore the use of robotic process automation or artificial intelligence (AI) in providing Deliverables to the Buyer on a case-by-case basis, where it demonstrates additional benefits and subject to Buyer Approval and the Supplier retaining accountability for its use. If considering any AI solution, the Supplier must align with the following, including other relevant or updated guidance for the public sector throughout the duration of the Contract Period:
        1. [Data Ethics Framework](https://www.gov.uk/government/publications/data-ethics-framework);
        2. [Understanding Artificial Intelligence Ethics and Safety](https://www.gov.uk/guidance/understanding-artificial-intelligence-ethics-and-safety);

* + - 1. ~~[Generative AI Framework for HMG](https://assets.publishing.service.gov.uk/media/65c3b5d628a4a00012d2ba5c/6.8558_CO_Generative_AI_Framework_Report_v7_WEB.pdf)~~. [AI Playbook for the UK Government](AI%20Playbook%20for%20the%20UK%20Government)
    1. Without prejudice to the requirement to comply with the ~~Generative AI Framework for HMG~~ AI Playbook for the UK Government set out at Paragraph 5.10.1.3 Suppliers shall particularly note the importance to HMG of:
       1. Principle 4: You have meaningful human control at the right stage; and
       2. Principle 7: You are open and collaborative.
  1. **Standards**
     1. The Supplier and its Key Subcontractors shall at all times during the Contract Period and during the term of any Call-Off Contract, comply with the following Standards or the successors of these Standards:
        1. ISO 9001: 2015 Quality Management Systems or equivalent;
        2. ISO/IEC 27001: 2022 Information Security Management Systems or equivalent;
        3. ISO/IEC 27002:2013 Information Technology - Security Techniques – Code of Practice for information security controls or equivalent;
        4. ISO/IEC 27031:2011 Information technology - Security techniques - Guidelines for information and communication technology readiness for business continuity or equivalent;
        5. ISO 22301:2019 Security and resilience — Business continuity management systems — Requirements or equivalent;
        6. ISO 22313:2020 Security and resilience — Business continuity management systems — Guidance on the use of ISO 22301 or equivalent.; and
        7. ISO 14001: 2015 – Environmental management systems or equivalent.
     2. Unless otherwise stated in a Framework Award Form, the Supplier and its Key Subcontractors are also required to have Cyber Essentials Plus in place in accordance with Framework Schedule 9 (Cyber Essentials).
     3. Evidence of compliance with the Standards set out in this Paragraph 5.11 may be requested from Suppliers by Buyers prior to awarding any Call-Off Contract.
     4. Buyers may additionally request Suppliers comply with Standards or compliance risk assessments not specified in this Paragraph 5.11. This may include, but is not limited to, the execution of information security risk assessments in line with ISO 27005:2022 Information security, cybersecurity and privacy protecting - Guidance on managing information security risks. Where such Standards or compliance risk assessments are required, Suppliers should provide all necessary documentation within the timelines specified with the Call-Off Tender.
  2. **Supplier’s Commitment to the Framework Contract**
     1. In addition to the Supplier's obligations pursuant to Framework Schedule 4 (Framework Management) the Supplier shall commit to Central Government Bodies’ 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.
     2. In providing the Services, the Supplier shall demonstrate and apply an appropriate understanding of working in a public sector and central government context, including an understanding of the different types of stakeholders and priorities involved.
  3. **Notification of Inability to Accept Orders and/or Participate in a Further Competition Procedure**
     1. For the purpose of this Paragraph 5.13, “Relevant Services” shall mean:
        1. Mandatory Specialisms in a Lot for which the Supplier is admitted; and
        2. Optional Specialisms which the Supplier has confirmed to CCS that it can provide;
     2. Where the Supplier is unable to:
        1. accept an Order (whether pursuant to a direct award or Further Competition Procedure) for one or more types of Relevant Services; or
        2. respond to an invitation to participate in a Further Competition Procedure for one or more types of Relevant Services;
        3. the Supplier shall notify CCS in writing accordingly including the reason(s) and, at CCS’s discretion, the Supplier’s commitment to the Framework Contract may be reviewed at a Supplier Review Meeting referred to in Framework Schedule 4 (Framework Management).
  4. **Buyer Satisfaction**
     1. The Supplier shall cooperate with CCS and other Suppliers in developing and implementing a process of obtaining feedback from Buyers during and at the conclusion of matters and will collaborate with CCS and other identified parties as prescribed in the analysis and promotion of feedback data both to the Supplier and Buyers when required.
  5. **Location, Storage and Communications Requirements**
     1. The Supplier shall supply the Deliverables to any location specified in the Call-Off Contract and have the capability to attend meetings where required by the Buyer. In respect of Lots 1, 2, 3 and 5 the location specified is likely to be in the United Kingdom. In respect of Lots 4 a), b) and c) the location could be in or outside the United Kingdom.
     2. The Supplier shall provide virtual and physical storage and ‘data rooms’, as requested to do so by Buyers, 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 the Buyer. Paragraph 7.9 below includes additional requirements applicable to Lot 1 only.
     3. The Supplier shall (if required in the Order Form) at no cost to the Buyer make available a dedicated meeting room in its premises for use by the employees and professional advisors of the Buyer whilst engaged on a piece of work that requires them to occupy accommodation separate from the Buyer’s office premises (for example, where a Buyer is working on a commercially sensitive matter). For the avoidance of doubt, this requirement is distinct from the provision of meeting and event space as Value Added Services. The room must be capable of seating up to eight people at any one time and of providing secure storage for confidential documents. The Supplier shall issue those individuals identified by the Buyer as entitled to use the room with the necessary security passes and permissions so that they may access it unaccompanied by Supplier Staff, at all times that the Supplier’s premises are open for business.
     4. 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.
  6. **Supplier Relationship Management (SRM)**
     1. In addition to the responsibilities set out in Framework Schedule 4 (Framework Management), the Supplier shall participate in supplier relationship management with CCS, GLD and other parties as deemed appropriate to CCS for each Lot. This shall include cooperating with the Supplier Relationship Manager or such representatives of the Other Contracting Authorities as CCS 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.

* 1. **Management Information**
     1. The Supplier shall provide timely and accurate Management Information and data reporting to CCS and to the Buyer free of charge in accordance with Framework Schedule 4 (Framework Management), Framework Schedule 5 (Management Charges and Information) and Call-Off Schedule 1 (Transparency Reports).
     2. The Supplier will not unreasonably refuse any requests for additional Management Information from CCS.
     3. Subject to what the Supplier has specified as Commercially Sensitive Information in Joint Schedule 4 of the Framework Contract, the Buyer 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.
     4. The Supplier may be required to provide further Management Information to the Buyer, the content of which will be agreed during the Call-Off Procedure and may include regular reporting using a cost management system selected by the Buyer. This may also include but is not limited to:
        1. monthly timesheets detailing:
           1. work completed by task;
           2. hours charged together with the name of the Supplier Staff who has carried out the task and their hourly rate;
           3. Reimbursable Expenses; and
           4. approved Disbursements.
        2. monthly management reports detailing:
           1. costs incurred to date;
           2. forecast costs to completion (where a costed package of work has been undertaken);
           3. major issues which may impact on costs or timescales;
           4. reasons for changes to initial/previous forecasts;
           5. any applicable plans to reduce costs in the relevant period; and
           6. a comparison of actual costs to date with the estimate and the forecast.
  2. **Environmental Requirements**
     1. The Supplier shall comply with all applicable environmental laws and regulations in force in relation to the Services.
     2. As per the Climate Change Act 2008 (2050 Target Amendment) Order 2019, the UK is committed to bringing all greenhouse gas emissions to Net Zero by 2050. In support of this, the Supplier is required to adhere to the obligations set out in [Procurement Policy Note 06/21: Taking account of Carbon Reduction Plans in the procurement of major government contracts](https://www.gov.uk/government/publications/procurement-policy-note-0621-taking-account-of-carbon-reduction-plans-in-the-procurement-of-major-government-contracts)  (PPN 06/21), and [Guidance on adopting and applying the PPN 06/21 – Selection Criteria](https://assets.publishing.service.gov.uk/media/6426d80ffbe620000c17da61/Guidance-on-adopting-and-applying-PPN-06_21-_-Selection-Criteria-April-23.pdf).
     3. In adherence with PPN 06/21, the Supplier is required to:
        1. commit to achieving Net Zero emissions for all UK operations by 2050;
        2. submit a Carbon Reduction Plan in line with the reporting standards published alongside PPN 06/21; and
        3. publish this Carbon Reduction Plan on its UK website.
     4. Where a Supplier has no UK operations, a Carbon Reduction Plan will still be required in line with 5.18.3.2 above, although the Supplier should clearly indicate that there are no UK operations on which to report. The Carbon Reduction Plan should be used to capture and outline the environmental management measures and projects completed or implemented by the Supplier on its journey to Net Zero in the future.
     5. In performing its obligations under the Framework Contract and any Call-Off Contract the Supplier shall use all reasonable endeavours to deliver on its commitments set out in its Carbon Reduction Plan.
  3. **Social Value**
     1. The UK Government is committed to maximising social value during the procurement and delivery of public sector contracts. [Procurement Policy Note 06/20 (PPN 06/20): Taking Account of Social Value in the Award of Central Government Contracts](https://assets.publishing.service.gov.uk/media/5f6ccf89d3bf7f7237cf4015/PPN-06_20-Taking-Account-of-Social-Value-in-the-Award-of-Central-Government-Contracts.pdf)outlines the requirements placed on central Government departments in support of this policy objective.
     2. Throughout the delivery of this Framework Contract, Suppliers are required to support all “Themes and Outcomes” as indicated in PPN 06/20 (as amended from time to time), particularly those set out by individual Buyers under the Further Competition Procedure. These include, but may not be limited to:
        1. Covid-19 Recovery;
        2. Tackling Economic Inequality;
        3. Fighting Climate Change;
        4. Equal Opportunity; and
        5. Wellbeing.
     3. Of these "Themes and Outcomes", the following have been identified as key policy outcomes for this Framework Contract:
        1. Equal Opportunity - Tackle workforce inequality
        2. Wellbeing - Improve health and wellbeing
     4. In support of **Equal Opportunity - Tackle workforce inequality** the Supplier is required to use all reasonable endeavours to:
        1. encourage the recruitment, development and deployment of a diverse workforce in the delivery of Services under this Framework Contract and any Call-Off Contracts;
        2. achieve the end-of-Contract-Year-3 target and (where applicable, because the extension option has been utilised) the end-of-Contract-Year-4 target in respect of the following improvements, as set out in its Framework Tender Response:
           1. Under-Represented Groups Improvements
           2. Gender Balance Improvements
           3. Disabled Persons Improvements
     5. In support of **Wellbeing - Improve health and wellbeing**, the Supplier is required to use all reasonable endeavours to comply with the Mental Health Standards.
     6. The Supplier is required to progress its current and proposed social value activities, as detailed within its Framework Tender Response and with respect to the areas identified in Paragraphs 5.19.3, 5.19.4 and 5.19.5 as updated each Contract Year in the preceding year’s Social Value Reports.
     7. Where CCS considers that the Supplier's social value Framework Tender Response requires attention, it shall request the Supplier to address this in its Supplier Action Plan, pursuant to Paragraph 3.3 in Framework Schedule 4 (Framework Management)
     8. The Supplier is required to ensure that all of its Key Subcontractors comply with the requirements set out in Paragraphs 5.19.3, 5.19.4.1 and 5.19.5 above (with the necessary changes made) in the provision of the Services provided under this Framework Contract and each Call-Off Contract.
     9. At the end of each Contract Year of the Framework Contract, the Supplier shall provide to CCS the following:
        1. the Social Value Reports (as laid out in Appendix A); and
        2. (if the Supplier has failed to meet any of the Social Value Improvement targets or has failed to undertake the actions set out in the Supplier’s Framework Tender Response or in the previous Contract Year’s Social Value Reports) a letter of explanation and the Supplier's action plan to remedy this moving forward (**Social Value Action Plan**).
     10. The provisions of Paragraph 5.19.9 shall be without prejudice to any other reporting requirements under this Framework Contract including:
         1. any obligations under Clause 6 (Record Keeping and Reporting) of the Core Terms;
         2. Rectification Plans issued in accordance with Clause 10.3 of the Core Terms;
         3. Framework Schedule 4 (Framework Management);
         4. Framework Schedule 5 (Management Charges and Information),

and any Social Value Failure, Social Value Action Plan, Corrective Action Notice and exclusion in accordance with this Paragraph 5.19 shall not be a Default permitting the CCS to terminate the Framework Contract in accordance with Clause 10 of the Core Terms.

* + 1. The CCS may issue a written notice to the Supplier at any time (a **Corrective Action Notice**) where, in the reasonable opinion of the CCS, any of the following occurs (each a **Social Value Failure**):
       1. the Supplier fails to provide any of the Social Value Reports;
       2. the Supplier fails to provide a Social Value Action Plan in accordance with Paragraph 5.19.9.2;
       3. the Supplier fails to implement any actions set out in the Social Value Action Plan.
    2. Any Corrective Action Notice issued pursuant to Paragraph 5.19.11 shall remain in force until the Supplier remedies the relevant Social Value Failure (the **CAN Period**).
    3. Following the issue of a Corrective Action Notice, the CCS and the Supplier shall meet as soon as reasonably possible (and thereafter, on such further dates as the CCS may reasonably require from time to time) in order to discuss the progress of the Supplier in remedying any Social Value Failure.
    4. The Supplier acknowledges and agrees that, where stated as such in the Corrective Action Notice, it shall be Generally Excluded during the CAN Period unless otherwise notified in writing by CCS.
    5. In the Framework Contract:
       1. the term **“Generally Excluded”** shall mean that the Supplier is excluded from participating in any new opportunity to be appointed under a Call-Off Contract in relation to any proposed Services that any Other Contracting Authority seeks to procure pursuant to the Framework Contract during the CAN Period;
       2. to the extent that the Supplier is participating in a Further Competition Procedure commenced by an Other Contracting Authority on the date on which a Corrective Action Notice is issued by the CCS, the Other Contracting Authority shall be entitled to exclude the Supplier from that Further Competition Procedure (**“Specifically Excluded”**) with immediate effect in writing (provided that the Supplier may only be Specifically Excluded during the relevant CAN Period).
    6. Where the Supplier is Generally Excluded or Specifically Excluded under this Framework Contract:
       1. the Supplier shall have no entitlement to make any claim against the CCS or any Other Contracting Authority whatsoever (whether in contract, tort or any other basis of law) in respect of, without limitation, any Losses or on any other basis, arising out of it being so Generally Excluded or Specifically Excluded; and
       2. it shall:
          1. not affect the Supplier's general requirement to comply with its duties and obligations under this Framework Contract;
          2. be without prejudice to any right of termination in favour of the CCS that has accrued as at or subsequently accrues after the date on which the Supplier is so Generally Excluded or Specifically Excluded; and
          3. not give rise to an extension to the Contract Period.
    7. The Supplier acknowledges and agrees that CCS may share the Social Value Reports with GLD and with Other Contracting Authorities for information.

# Value Added Services

* 1. **Value Added Services**
     1. Other Contracting Authorities will see their relationship with the Supplier as strategic. It is therefore expected that the Supplier will develop a collaborative relationship with Other Contracting Authorities which may include providing the services referred to below (“the **Value Added Services**”) at the request of an Other Contracting Authority at no additional charge (subject to 6.1.1.2 below):
        1. exchange schemes, whereby (subject to capacity and Conflict of Interest considerations) the Supplier provides suitably qualified and experienced Supplier Staff for an outward exchange and the Other Contracting Authority provides an equivalent number of personnel for an inward exchange, in each case based on the template terms set out in Call-Off Schedule 25 (Secondment Agreement);
        2. secondments (i.e. other than Secondments agreed as part of a Call-Off Contract), whereby (subject to capacity and Conflict of Interest considerations) the Supplier provides suitably qualified and experienced Supplier Staff for a secondment, based on the template terms set out in Call-Off Schedule 25 (Secondment Agreement), and the Other Contracting Authority pays the applicable secondment charges (if any) which shall not be more than cost price (unless otherwise agreed by the Other Contracting Authority);
        3. training (i.e. other than the training the Supplier makes available under Paragraph 5.3.1 above and training it provides relating to an individual project or matter under Paragraph 5.3.2 above), which:
           1. may be bespoke or selected by the Other Contracting Authority from the Supplier’s current portfolio of training provision;
           2. must be delivered exclusively to the audience agreed by the Other Contracting Authority;
           3. may be provided through various channels including but not limited to face-to-face, videoconferencing, e-learning, webinars and toolkits; and
           4. where requested by the Other Contracting Authority, must be recorded and made available for unrestricted circulation;
        4. meeting and event space;
        5. strategic support to learn from each other;
        6. other services of a “value added” nature that an Other Contracting Authority may deem appropriate to request or a Supplier may deem appropriate to offer. For illustrative purposes these may include access to 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 and consultation on tools and processes which could be adopted in-house.

# Lot 1 – Core Legal Services – Lot Requirements

* 1. Lot 1 is for Core Legal Services and is intended to address the bulk of the legal requirements of Buyers for general advice required to deliver projects or advise on issues which are not otherwise covered by the requirements for Lots 2, 3, 4 or 5.
  2. The Supplier shall provide all of the following Mandatory Specialisms and may provide one or more of the following Optional Specialisms. The Mandatory Specialisms and Optional Specialisms set out below are high level descriptors of types of legal services and areas of legal practice which the Supplier offers under this Framework Contract and which Other Contracting Authorities are entitled to Order.
  3. Use of this or any other Lot will be at the discretion of the relevant Buyer and will depend upon its perception of the complexity and risk of the matter and not solely its value.
  4. Typically the legal requirements will follow one or more of the following criteria:
     1. involves management of legal, delivery, reputational or monetary risk for the Buyer and/or government and/or key individuals;
     2. involves subject areas where there are tried and tested approaches to dealing with legal issues;
     3. likely that advice will be given in the context of existing law, policy and guidance; and
     4. it may relate to an individual project or matter (e.g. litigation, contractual issue or procurement) which are not considered by the Buyer to involve exceptional complexity and/or innovation.
  5. Work may include higher volume work of a certain nature (e.g. assessing statutory appeals, employment or property work) which can be handled through a workflow process.
  6. The Supplier acknowledges and agrees that:
     1. the descriptions of the types of legal services and areas of legal practice set out in the scope column for each service category in the tables detailed in Paragraphs 7.10 and 7.11 are illustrative only and are not exhaustive.

* + 1. Buyers are entitled to seek legal advice and Deliverables from the Supplier in respect of any type of legal service or area of legal practice
       1. provided that such legal advice and/or Deliverables falls within the scope of one of the headings set out in Paragraphs 7.10 and 7.11; and
       2. whether or not the type of legal service or area of legal practice sought is specifically described or listed beneath the relevant heading.
  1. The Supplier shall ensure that it (and the relevant Supplier Staff) has//have, at all relevant times, the skills, qualifications and capability to provide legal advice, Deliverables and support to Buyers in relation to the Mandatory Specialisms and (insofar as the Supplier has indicated it will provide them) the Optional Specialisms.
  2. ~~In relation to any Deliverables under this Lot, not less than 80% of Supplier Staff who are fee earners of Grade Band 5 or above must be qualified solicitors (or admitted barristers) admitted by the Law Society of England & Wales or the Bar Council (as the case may be) and all Supplier Staff who are engaged in any of the Lot 1 Mandatory Specialisms or Optional Specialisms will be solely UK based unless they are advising on the law of a non-UK jurisdiction or the Buyer has agreed that they can undertake the Services from another location on an exceptional basis.~~ Not Used
  3. The Supplier must, if required in relation to its provision of the Mandatory Specialisms for Lot 1, host, maintain and manage a secure cloud-based filing system, where documentation relating to the subject matter of the Services can be held and made accessible to the Buyer free of charge.
  4. The Mandatory Specialisms for Lot 1 are as follows:

| **Mandatory Specialism No.** | **Service category** | **Scope** |
| --- | --- | --- |
| 1 | Assimilated Law | All aspects of Assimilated Law as defined and EU law including but not limited to contentious and non-contentious advice and any ancillary matters. |
| 2 | Commercial Litigation and Dispute Resolution | All aspects of dispute resolution and litigation in relation to commercial contracts including but not limited to dispute resolution, arbitration, mediation, advocacy and early advice on disputes and dispute management for:   1. issues arising in commercial relationships and contracts including contract performance and interpretation; and 2. dispute resolution and litigation in respect of challenges to procurement activity. |
| 3 | Competition Law | All aspects of competition law including but not limited to:   1. contentious and non-contentious advice and support in relation to domestic and international competition law, including Assimilated Law, cartels, abuse of a dominant market position, and merger control; and 2. all aspects of subsidy control and legacy state aid. |
| 4 | Construction Law | All aspects of construction law including but not limited to advice and support in relation to standard industry construction contracts (e.g. NEC, JCT, others) and construction and infrastructure projects. |
| 5 | Contracts | All aspects of contracts and contract law including commercial contracts and other commercial arrangements including but not limited to:   1. advising on, drafting and negotiating agreements relating to commercial activities including supply of goods and services, outsourcing/contracting out of services, manufacturing, agency and distribution, concession contracts, shared services arrangements and joint ventures; 2. supporting relationships including advising on contract management, rights and obligations, variations and changes, termination/exit and transition between suppliers and advising on commercial/contractual reorganisations and restructuring including novations, assignments and changes in ownership; 3. advising on public infrastructure regulation relating to energy, water, transport and telecommunication industries necessary to support commercial transactions and/or arrangements. |
| 6 | Corporate Law | All aspects of corporate law including but not limited to:   1. company law; 2. public and private company transactions (including mergers & acquisitions and corporate finance); 3. share acquisition, disposals, capitalisations; 4. entity selection and formation of Government companies and Government joint ventures and venture capital advice; 5. directors’ duties; 6. company secretarial services; 7. operating and partnership agreements, mutual arrangements; 8. securities and governance matters; and 9. restructuring of ownership and legal structures and initiatives. |
| 7 | Public Law Litigation and dispute resolution | All aspects of public law litigation (and other dispute resolution), most often judicial review proceedings or statutory appeals, but on occasion investigation processes. This work almost always comprises acting for the public authority as a defendant as opposed to claimant. |
| 8 | Environmental Law | All aspects of environmental law including but not limited to litigation, advisory and transactional support on environmental matters including due diligence, planning, inquiries and regulatory casework and compliance. |
| 9 | Employment Law | All aspects of employment law including but not limited to:   1. non-contentious employment matters relating to TUPE, COSOP, redundancies, restructuring, outsourcing, changes in terms and conditions, and reorganisations; and 2. contentious employment law including dispute resolution and litigation. |
| 10 | Finance and Investment | All aspects of general finance matters that fall outside of the scope of other specialisms in Lots 2, 3 and 4, including but not limited to:   1. advising on general banking matters (domestic and overseas, including loan agreements, guarantees and security arrangements), trade finance and financial litigation; and 2. advising on investment law and disputes. |
| 11 | Grants | Law relating to grants, including but not limited to:   1. public law aspects of grant award including designing and running grant competitions and designing allocation arrangements, including in particular subsidy control compliance; 2. drafting templates for grant funding agreements, grant determination letters and Memorandums Of Understanding (MOUs) for grants awarded; 3. advising on the content of grant funding agreements, grant determination letters or MOUs for individual cases or schemes including any associated arrangements or documentation and negotiating such arrangements with other parties including any intermediary recipients or distributors; 4. advice on arrangements for the amendment of grant funding agreements, including any public law considerations. |
| 12 | Information Law including Data Protection Law | All aspects of information law including but not limited to:   1. the law surrounding the use and control of information by public and private sector bodies, including UK, EU and other international trading partner data protection legislation; 2. international data transfers; 3. data protection legislation and associated laws, data requests and complying with the principles of transparency; and 4. Freedom of Information and Environmental Information Regulations. |
| 13 | Information Technology Law | All aspects of information technology law including but not limited to:   1. information technology and telecoms procurement and contracting; 2. design, development, maintenance and support contracts; 3. re-structuring of contracts and/or services; 4. exit and migration/transition; 5. hardware purchasing, software licensing, managed services, E-commerce, cloud based services, artificial intelligence, convergent technologies and the internet; and 6. all aspects of cyber security law and practice. |
| 14 | Intellectual Property Law | All aspects of intellectual property law and allied rights including but not limited to:   1. contentious and non-contentious support and advice relating to patents, copyright, trade marks, trade secrets and rights in confidential information, database rights, design rights (registered and unregistered), supplementary protection certificates and other forms of Intellectual Property Rights; and 2. assignment and licensing of rights and commercialisation and exploitation of intellectual property. |
| 15 | Outsourcing | All aspects of outsourcing arrangements, including but not limited to first and subsequent generation outsourcing and insourcing (including information technology outsourcing and business process outsourcing). |
| 16 | Pensions Law | The law, policies and guidance on private and public pensions, including:   1. scheme administration and scheme changes; 2. Fair Deal and New Fair Deal (or replacements thereof); 3. rights and duties of scheme managers   in the context of public law obligations.    Additionally, firms may have experience in specific public sector pension schemes and/or scheme consolidation, closure of schemes. |
| 17 | Planning Law | All aspects of planning law including but not limited to:   1. planning strategy and policy; 2. development projects and schemes; 3. applications for development, construction and change of use; 4. compulsory purchase orders and developer contributions (community infrastructure levy and s.106); 5. planning/development inquiries and appeals; 6. development corporations; and 7. development plans and neighbourhood planning. |
| 18 | Projects/PFI/PPP | Projects including but not limited to:   1. co-ordinated end to end legal services from any of the categories set out in this table of Mandatory Specialisms; 2. sector specialist advice (if provided) to support projects; 3. PFI, including management and exit; 4. PPP, including management and exit; and 5. appropriate project management of legal contribution. |
| 19 | Public Inquiries - Support to Participants and Inquests | Public inquiries and inquests including (but not limited to) providing legal support for individuals and public sector organisations in responding to inquiries and inquests, including taking witness statements, instructing counsel to represent the interests of individual witnesses where required, the Maxwellisation process and any general support not covered by the above. |
| 20 | Public Procurement Law | All aspects of public procurement law including but not limited to:   1. the application of domestic (including Assimilated Law) and international public procurement law; 2. advice on the Public Contracts Regulations 2015 and the Procurement Act 2023; 3. end-to-end support on procurement exercises, including drafting specifications, invitations to tender, evaluation criteria, tender documentation and associated procurement and contractual documentation; 4. assistance in project management of procurements. |
| 21 | Public Law | All aspects of public law including but not limited to:   1. constitutional and administrative law, including powers and functions of Central Government Bodies and other public bodies; 2. legal risk connected with the development and implementation of Government policy, including but not limited to in relation to consultation, Public Sector Equality Duty and judicial review; 3. compliance with obligations under the Data Protection Act 2018 and the Freedom of Information Act 2000; and 4. the devolved powers of the National Assembly for Wales, Scottish Parliament and Northern Ireland Assembly and sub-national devolution as these relate to other Mandatory Specialisms, but excluding the specific devolved laws of such jurisdictions. |
| 22 | Real Estate and Real Estate Finance | All aspects of real estate and real estate finance including but not limited to:   1. Crown, commercial and residential real estate including investment, site/property re/development, acquisition and disposal (including relevant tax advice), compulsory purchase, freehold, leasehold and licenses, land/ranges landlord and tenant matters, social housing; 2. real estate litigation; and 3. clawback, overage, options and development agreements |
| 23 | Restructuring/Insolvency | Restructuring/Insolvency including but not limited to:   1. advice on company insolvencies and re-structuring, including where they are within the supply-chain of a Buyer, or where the Buyer has a regulatory or other interest in the company; 2. consequences (and mitigation) of insolvency of major suppliers; and 3. special administration regimes |
| 24 | Tax Law | Tax law including but not limited to the application of direct and indirect taxation. |

* 1. The Optional Specialisms for Lot 1 are as follows:

| **Optional Specialism No.** | **Service category** | **Scope** |
| --- | --- | --- |
| 1 | Aviation and Airports | Domestic and international law on aviation, airport operations and airspace management. |
| 2 | Charities | All aspects of Charity law, including but not limited to the establishment and governance of Charitable trusts. |
| 3 | Children and Vulnerable Adults | Law in relation to children and vulnerable adults, including but not limited to:   1. adoption, social work, child-related and child protection issues; 2. rights and obligations of public bodies, issues in relation to mental capacity, end of life care and funding, ageing population and costs of care issues; and 3. commissioning of related services. |
| 4 | Private Law Litigation and Dispute Resolution | Dispute resolution and litigation in respect of a wide range of private law civil litigation, most often for the defendant, including but not limited to:   1. enforcement of rights such as IPRs and/or confidentiality, 2. various forms of tort such as malicious prosecution, pertaining to personal injury, trespass or false imprisonment 3. claims for damages pursuant to the Human Rights Act 1998 or GDPR. 4. cost recovery in non-contractual context. |
| 5 | Education Law | Education law including but not limited to:   1. all aspects of education law, including (but not limited to) early years; 2. all aspects of schools and schooling, school workforce, special educational needs, admissions, exclusions; 3. Equalities issues, pupil/student related litigation, governance, insolvency and reorganisation issues, inspection and regulation, finance and funding issues, higher and further and international education, student finance; and 4. education-focused charity, contract, grant, subsidy control and property law issues relevant to the educational sector. |
| 6 | Energy and Natural Resources | Energy, climate change and natural resources (including mining and nuclear) law. This could include (but is not limited to):  The permitting, development, financing, taxation, contracting, licensing, management, supply, use, operation, environmental, climate change impacts and regulatory issues relating to any one or more of the following areas:   1. oil and gas, including unconventional oil and gas; 2. electricity generated by whatever means, including renewables; 3. gas, hydrogen and carbon capture; 4. energy storage; 5. energy systems and networks including network infrastructure; 6. energy efficiency or reduction measures; 7. nuclear, including disposal issues; 8. coal mining and power; 9. research and innovation related to energy; 10. water, air and land use, including emissions and pollution; and 11. climate change, carbon reduction and net zero. |
| 7 | Financial Services, Market and Competition Regulation | All aspects of financial services, markets and competition regulation, including but not limited to the Financial Services and Markets Acts 2000 & 2023, energy, utilities and transport markets,~~of~~ the UK Listing Authority, takeovers, mergers and subsidy control/legacy state aid. |
| 8 | Fintech Crypto Assets | All aspects of law and practice relating to:   1. new and emerging technology which may enhance, deliver or support the provision of financial services; and 2. crypto assets. |
| 9 | Food, Rural and Environmental Affairs | Including but not limited to:   1. water, air and land use, including emissions and pollution; 2. water services and quality; 3. flooding; 4. waste and recycling; 5. fisheries and marine; 6. food and farming; 7. animal and plant health and animal welfare; 8. wildlife; and 9. regulation of chemicals and pesticides. |
| 10 | Franchise Law | All aspects of franchise law including but not limited to:   1. the design and establishment of franchise arrangements; and 2. advice on contentious and non-contentious aspects of franchise agreements. |
| 11 | Health and Safety | All aspects of health and safety law including but not limited to: contentious and non-contentious health and safety matters, including regulatory and criminal investigations, public inquests, health and safety at work, food safety, fire safety and associated issues. |
| 12 | Health, Healthcare and Social Care | All aspects of health, healthcare and social care law including but not limited to policy, legislation, commissioning and all transactional, litigious and regulatory issues relating to Central Government Bodies and the NHS and to the regulation of health and social care services or settings. |
| 13 | Housing Law | All aspects of the law governing the financing, provision and occupation of housing, including:   1. landlord and tenant law; 2. law relating to social housing and its regulation; 3. leasehold and commonhold law and related residential property law matters, including law relating to the private rented sector; 4. law relating to housing fitness and quality; and 5. law relating to eviction and homelessness. |
| 14 | Immigration | All aspects of immigration law. |
| 15 | Insurance and Reinsurance | All aspects of insurance and reinsurance (advice on reinsurance can be provided either direct through the panel firms or through partners). |
| 16 | International Trade | All aspects of law and practice relating to international trade and investment, including multilateral and bilateral treaties, apart from:   1. the negotiation and implementation of trade agreements; and 2. disputes under WTO and trade agreement dispute mechanisms 3. international investment disputes. |
| 17 | Life Sciences | All aspects of Life Sciences including but not limited to all transactional, litigious and regulatory issues relating to pharmaceuticals, medical devices and biotechnology including licensing and acquisition of new products. |
| 18 | Maritime and Shipping | All aspects of maritime and shipping law. |
| 19 | Media Law | All aspects of Media Law, including but not limited to:   1. broadcasting licenses and other agreements; 2. defamation, libel and slander; and 3. Advertising Standards Authority (ASA) compliance and related issues. |
| 20 | Merger & Acquisition Activity | Merger and acquisition activity including but not limited to restructuring/divestment of public interests (including establishment, restructuring and privatisation of Government owned companies and assets and joint ventures). |
| 21 | Partnership Law | All aspects of partnership law. |
| 22 | Public International Law | All aspects of Public International Law. |
| 23 | Supporting Public Inquiries | Acting as the solicitor to public inquiries (statutory and non-statutory) and/or inquests including but not limited to:   1. carrying out the role of a solicitor under the Inquiries Act 2005 and the Inquiry Rules 2006 including in relation to the assessment of awards of legal costs to core participants; 2. providing legal advice and support to Inquiry Chairs on all legal aspects relating to the inquiry; 3. instructing and working with Inquiry Counsel and monitoring the Inquiry’s own legal spend; 4. management and collation of documentation including the maintenance of the Inquiry record, the provision and management of virtual data rooms and/or e-disclosure, and facilitating the transfer of the inquiry record to the appropriate public record office; 5. devising and implementing fair and robust procedures and protocols for the conduct of the inquiry; 6. conducting the response to any judicial review brought against the Inquiry Chair |
| 24 | Sustainable Finance/ Green Finance | All aspects of law, regulation and practice relating to financial services and the integration of environmental, social and/or governance matters into the same, including green bonds / loans / securitisations, current and future environmental, social and governance (ESG) related matters in the banking, insurance, trading and asset management sectors and/or ESG-related disclosures (including, but not limited to, taxonomy / sustainable financial disclosure regulation (SFDR) / task force on climate-related disclosures (TCFD). |

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# Lot 2 - Major Projects and Complex Advice – Lot Requirements

* 1. Lot 2 is for Major Projects and Complex Advice where Suppliers will deal with projects with increasing levels of risk and innovation, where multiple facets of the situation need to be considered and balanced. On larger commercial or infrastructure projects, there will be a need for the Supplier to juggle multiple priorities and risks at pace, keeping on top of and ahead of events through the changing project life cycle. Projects may include advising on new policy implementation or risks of existing policy, where tried and proven answers and approaches specific to that area do not currently exist.
  2. The Supplier shall provide all of the following Mandatory Specialisms and may provide one or more of the following Optional Specialisms. The Mandatory Specialisms and Optional Specialisms set out below are high level descriptions of types of legal services and areas of legal practice which the Supplier offers under this Framework Contract and which Other Contracting Authorities are entitled to Order.
  3. The Supplier is required to have expertise in all aspects of the following Mandatory Specialisms set out below, together with the demonstrable and recognised experience in order for it to deliver legal advice and Deliverables on any implied or collateral task not referred to below but which is required to support the delivery of a seamless and comprehensive legal service in relation to each of the Mandatory Specialisms listed below. These include all contentious and non-contentious elements of the work.
  4. Use of this or any other Lot will be at the discretion of the relevant Buyer and will depend upon its perception of the complexity and risk of the matter and not solely its value.
  5. Typically the legal requirements will follow one or more of the following criteria:
     1. where advising on large projects, (e.g. infrastructure projects) there will be a need for the Supplier team to manage multiple and sometimes competing priorities, and risks, some of which will be unavoidable;
     2. providing strategic input into shaping projects, adding creative solutions and risk mitigations, and providing a seamless multifaceted service which anticipate events through the commission’s cycle;
     3. involves management of significant legal, delivery, reputational and monetary risk for the Buyer and/or government and/or key individuals, and in particular, anticipating a genuinely significant risk of legal challenge;
     4. may involve advising on new policy implementation or risks of existing policy where tried and proven answers and approaches do not yet exist.
  6. The Supplier acknowledges and agrees that:
     1. the descriptions of the types of legal services and areas of legal practice set out in the scope column for each service category in the tables detailed in Paragraphs 8.8 and 8.9 are illustrative only and are not exhaustive.
     2. Buyers are entitled to seek legal advice and Deliverables from the Supplier in respect of any type of legal service or area of legal practice;
        1. provided that such legal advice and/or Deliverables falls within the scope of one of the headings set out in Paragraphs 8.8 and 8.9; and
        2. whether or not the type of legal service or area of legal practice sought is specifically described or listed beneath the relevant heading.
  7. The Supplier shall ensure that it (and the relevant Supplier Staff) has//have, at all relevant times, the skills, qualifications and capability to provide legal advice, Deliverables and support to Buyers in relation to the Mandatory Specialisms and (insofar as the Supplier has indicated it will provide them) the Optional Specialisms.
  8. The Mandatory Specialisms for Lot 2 are as follows:

| **Mandatory Specialism No.** | **Service category** | **Scope** |
| --- | --- | --- |
| 1 | Assimilated Law | All aspects of Assimilated Law as defined and EU law including but not limited to contentious and non-contentious advice and any ancillary matters. |
| 2 | Competition Law | All aspects of competition law including but not limited to:   1. contentious and non-contentious advice and support in relation to domestic and international competition law, including Assimilated Law, cartels, abuse of a dominant market position, and merger control; and 2. all aspects of subsidy control and legacy state aid. |
| 3 | Construction Law | All aspects of construction law including but not limited to advice and support in relation to standard industry construction contracts (e.g. NEC, JCT) and construction and infrastructure projects. |
| 4 | Contracts | All aspects of contracts and contract law including commercial contracts and other commercial arrangements including but not limited to:   1. advising on, drafting and negotiating agreements relating to commercial activities including supply of goods and services, outsourcing/contracting out of services, manufacturing, agency and distribution, concession contracts, shared services arrangements and joint ventures; 2. supporting relationships including advising on contract management, rights and obligations, variations and changes, termination/exit and transition between suppliers and advising on commercial/contractual reorganisations and restructuring including novations, assignments and changes in ownership; 3. advising on public infrastructure regulation relating to energy, water, transport and telecommunication industries necessary to support commercial transactions and/or arrangements. |
| 5 | Corporate Finance | All aspects of corporate finance including but not limited to:   1. corporate and sovereign finance transactions and other financial transactions by way of loans; and 2. other credit transactions, guarantees, derivative products, contracts for differences or other means of trading on financial markets. |
| 6 | Corporate Law | All aspects of corporate law including but not limited to:   1. company law; 2. public and private company transactions (including mergers & acquisitions and corporate finance); 3. share acquisition, disposals, capitalisations; 4. entity selection and formation of Government companies and Government joint ventures and venture capital advice; 5. directors’ duties; 6. company secretarial services; 7. operating and partnership agreements, mutual arrangements; 8. securities and governance matters; and 9. restructuring of ownership and legal structures and initiatives |
| 7 | Debt Capital Markets | All debt capital markets law including but not limited to list bond issues, commercial paper programmes, listed debt rescheduling, monoline credit wraps and credit derivative products. |
| 8 | Commercial Litigation and Dispute Resolution | All aspects of dispute resolution and litigation in relation to commercial contracts including but not limited to dispute resolution, arbitration, mediation, advocacy and early advice on disputes and dispute management for:   1. issues arising in commercial relationships and contracts including contract performance and interpretation; and 2. dispute resolution and litigation in respect of challenges to procurement activity. |
| 9 | Public Law Litigation and Dispute Resolution | All aspects of public law litigation (and other dispute resolution), most often judicial review proceedings or statutory appeals, but on occasion investigation processes. This work almost always comprises acting for the public authority as a defendant as opposed to claimant. |
| 10 | Employment Law | All aspects of employment law including but not limited to:   1. non-contentious employment matters relating to TUPE, COSOP, redundancies, restructuring, outsourcing, changes in terms and conditions, and reorganisations; and 2. contentious employment law including dispute resolution and litigation. |
| 11 | Energy and Natural Resources | Energy, climate change and natural resources (including mining and nuclear) law. This could include (but is not limited to):  The permitting, development, financing, taxation, contracting, licensing, management, supply, use, operation, environmental, climate change impacts and regulatory issues relating to any one or more of the following areas:   1. oil and gas, including unconventional oil and gas; 2. electricity generated by whatever means, including renewables; 3. gas, hydrogen and carbon capture; 4. energy storage; 5. energy systems and networks including network infrastructure; 6. energy efficiency or reduction measures; 7. nuclear, including disposal issues; 8. coal mining and power; 9. research and innovation related to energy; 10. water, air and land use, including emissions and pollution; and 11. climate change, carbon reduction and net zero. |
| 12 | Finance and Investment | All aspects of finance matters including but not limited to:   1. advising on general banking matters (domestic and overseas, including loan agreements, guarantees and security arrangements), trade finance and financial litigation; and 2. Advising on non-complex investment law and disputes. |
| 13 | Investment and Commercial Banking | All aspects of investment and commercial banking and debt finance transactions (including borrowing or lending monies or assets and guarantees). |
| 14 | Financial Services, Market and Competition Regulation | All aspects of financial services, markets and competition regulation, including but not limited to the Financial Services and Markets Acts 2000 & 2023, energy, utilities and transport markets, ~~of~~ the UK Listing Authority, takeovers, mergers and subsidy control/legacy state aid. |
| 15 | Grants | Law relating to grants, including but not limited to:   1. public law aspects of grant award including designing and running grant competitions and designing allocation arrangements, including in particular subsidy control compliance; 2. drafting templates for grant funding agreements, grant determination letters and MOUs for grants awarded; 3. advising on the content of grant funding agreements, grant determination letters or MOUs for individual cases or schemes including any associated arrangements or documentation and negotiating such arrangements with other parties including any intermediary recipients or distributors; 4. advice on arrangements for the amendment of grant funding agreements, including any public law considerations. |
| 16 | Information Law including Data Protection Law | All aspects of information law including but not limited to:   1. the law surrounding the use and control of information by public and private sector bodies, including UK, EU and other international trading partner data protection legislation; 2. international data transfers; 3. data protection legislation and associated laws, data requests and complying with the principles of transparency; and 4. Freedom of Information and Environmental Information Regulations. |
| 17 | Information Technology Law | All aspects of information technology law including but not limited to:   1. information technology and telecoms procurement and contracting; 2. design, development, maintenance and support contracts; 3. re-structuring of contracts and/or services; 4. exit and migration/transition; 5. hardware purchasing, software licensing, managed services, E-commerce, cloud-based services, artificial intelligence, convergent technologies and the internet; and 6. all aspects of cyber security law and practice. |
| 18 | Intellectual Property Law | All aspects of intellectual property law and allied rights including but not limited to:   1. contentious and non-contentious support and advice relating to patents, copyright, trademarks, trade secrets and rights in confidential information, database rights, design rights (registered and unregistered), supplementary protection certificates and other forms of Intellectual Property Rights; and 2. assignment and licensing of rights and commercialisation and exploitation of intellectual property. |
| 19 | Merger & Acquisition Activity | Merger and acquisition activity including but not limited to restructuring/divestment of public interests (including establishment, restructuring and privatisation of Government owned companies and assets and joint ventures). |
| 20 | Outsourcing | All aspects of outsourcing arrangements, including but not limited to first and subsequent generation outsourcing and insourcing (including information technology outsourcing and business process outsourcing). |
| 21 | Pensions Law | The law, policies and guidance on private and public pensions, including   1. Scheme administration and scheme changes 2. Fair Deal and New Fair Deal (or replacements thereof) 3. Rights and duties of scheme managers   in the context of public law obligations    Additionally, firms may have experience in specific public sector pension schemes and/or scheme consolidation, closure of schemes. |
| 22 | Planning Law | All aspects of planning law including but not limited to:   1. planning strategy and policy; 2. development projects and schemes; 3. applications for development, construction and change of use; 4. compulsory purchase orders and developer contributions (community infrastructure levy and s.106); 5. planning/development inquiries and appeals; 6. development corporations; and 7. development plans and neighbourhood planning. |
| 23 | Projects/PFI/PPP | Projects including but not limited to:   1. co-ordinated end to end legal services from any of the categories set out in this table of Mandatory Specialisms; 2. sector specialist advice (if provided) to support projects; 3. PFI, including management and exit; 4. PPP, including management and exit; and 5. appropriate project management of legal contribution. |
| 24 | Public Law | All aspects of public law including but not limited to:   1. constitutional and administrative law, including powers and functions of Central Government Bodies and other public bodies; 2. legal risk connected with the development and implementation of government policy, including but not limited to in relation to consultation, Public Sector Equality Duty and judicial review; 3. compliance with obligations under the Data Protection Act 2018 and the Freedom of Information Act 2000; 4. the devolved powers of the National Assembly for Wales, Scottish Parliament and Northern Ireland Assembly and sub-national devolution as these relate to other Mandatory Specialisms, but excluding the specific devolved laws of such jurisdictions. |
| 25 | Public Procurement Law | All aspects of public procurement law including but not limited to:   1. the application of domestic (including Assimilated Law) and international public procurement law; 2. advice on the Public Contracts Regulations 2015 and the Procurement Act 2023; 3. end-to-end support on procurement exercises, including drafting specifications, invitations to tender, evaluation criteria, tender documentation and associated procurement and contractual documentation; 4. assistance in project management of procurements. |
| 26 | Real Estate and Real Estate Finance | All aspects of real estate and real estate finance including but not limited to:   1. Crown, commercial and residential real estate including investment, site/property re/development, acquisition and disposal (including relevant tax advice), compulsory purchase, freehold, leasehold and licenses, land/ranges landlord and tenant matters, social housing; 2. real estate litigation; and 3. clawback, overage, options and development agreements. |
| 27 | Financial Institutions Rescue, Restructuring and Insolvency | All aspects of rescue, restructuring and insolvency of financial institutions and other strategically important organisations (including liquidity and resolution processes). |
| 28 | Restructuring/Insolvency | Restructuring/insolvency including but not limited to:   1. advice on company insolvencies and re-structuring, including where they are within the supply-chain of a Buyer, or where the Buyer has a regulatory or other interest in the company; 2. consequences (and mitigation) of insolvency of major suppliers; and 3. special administration regimes |
| 29 | Tax Law | Tax law including but not limited to the application of direct and indirect taxation. |

* 1. The Optional Specialisms for Lot 2 are as follows:

| **Optional Specialism No.** | **Service category** | **Scope** |
| --- | --- | --- |
| 1 | Aviation and Airports | Domestic and international law on aviation, airport operations and airspace management. |
| 2 | Charities | All aspects of Charity law, including but not limited to the establishment and governance of Charitable trusts. |
| 3 | Children and Vulnerable Adults | Law in relation to children and vulnerable adults, including but not limited to:   1. adoption, social work, child-related and child protection issues; 2. rights and obligations of public bodies, issues in relation to mental capacity, end of life care and funding, ageing population and costs of care issues; and 3. commissioning of related services. |
| 4 | Credit Insurance and Related Products | Credit/bond insurance, counter indemnities, alternative risk transfer mechanisms. |
| 5 | Private Law Litigation and Dispute resolution | Dispute resolution and litigation in respect of a wide range of private law civil litigation, most often for the defendant, including but not limited to:   1. enforcement of rights such as IPRs and/or confidentiality, 2. various forms of tort such as malicious prosecution, pertaining to personal injury, trespass or false imprisonment 3. claims for damages pursuant to the Human Rights Act 1998 or GDPR. 4. cost recovery in non-contractual context. |
| 6 | Education Law | Education law including but not limited to:   1. all aspects of education law, including (but not limited to) early years; 2. all aspects of schools and schooling, school workforce, special educational needs, admissions, exclusions; 3. Equalities issues, pupil/student related litigation, governance, insolvency and reorganisation issues, inspection and regulation, finance and funding issues, higher and further and international education, student finance; and 4. education-focused charity, contract, grant, subsidy control and property law issues relevant to the educational sector. |
| 7 | Environmental Law | All aspects of environmental law including but not limited to litigation, advisory and transactional support on environmental matters including due diligence, planning, inquiries and regulatory casework and compliance. |
| 8 | Equity Capital Markets | All aspects of equity capital markets law including privatisation by way of sales, initial public offerings (IPOs) and equity derivative products. |
| 9 | Fintech Crypto Assets | All aspects of law and practice relating to:   1. new and emerging technology which may enhance, deliver or support the provision of financial services; and 2. crypto assets. |
| 10 | Food, Rural and Environmental Affairs | Including but not limited to:   1. water, air and land use, including emissions and pollution; 2. water services and quality; 3. flooding; 4. waste and recycling; 5. fisheries and marine; 6. food and farming; 7. animal and plant health and animal welfare; 8. wildlife; and 9. regulation of chemicals and pesticides. |
| 11 | Franchise Law | All aspects of franchise law including but not limited to:   1. the design and establishment of franchise arrangements; and 2. advice on contentious and non-contentious aspects of franchise agreements. |
| 12 | Health, Healthcare and Social Care | All aspects of health, healthcare and social care law including but not limited to policy, legislation, commissioning and all transactional, litigious and regulatory issues relating to Central Government Bodies and the NHS and to the regulation of health and social care services or settings. |
| 13 | Health and Safety | All aspects of health and safety law including but not limited to: contentious and non-contentious health and safety matters, including regulatory and criminal investigations, public inquests, health and safety at work, food safety, fire safety and associated issues. |
| 14 | Housing Law | All aspects of the law governing the financing, provision and occupation of housing, including:   1. landlord and tenant law; 2. law relating to social housing and its regulation; 3. leasehold and commonhold law and related residential property law matters, including law relating to the private rented sector; 4. law relating to housing fitness and quality; and 5. law relating to eviction and homelessness. |
| 15 | Immigration | All aspects of immigration law. |
| 16 | International Development/Aid Funding | All aspects of law and practice relating to government involvement in development finance, including export guarantees and trade finance, and advice on innovative financing structures for emerging markets. |
| 17 | International Finance Organisations | All aspects of law and practice relating to international financial organisations such as the Bank for International Settlements, European Central Bank, European Investment Bank and the European Bank for Reconstruction and Development. |
| 18 | International Trade | All aspects of law and practice relating to international trade and investment, including multilateral and bilateral treaties, apart from:   1. the negotiation and implementation of trade agreements; and 2. disputes under WTO and trade agreement dispute mechanisms 3. international investment disputes. |
| 19 | Insurance and Reinsurance | All aspects of insurance and reinsurance (advice on reinsurance can be provided either direct through the panel firms or through partners). |
| 20 | Investment and Asset Management | All aspects of investment and asset management law including [investment in private funds, and analysis, intervention and divestment strategies. |
| 21 | Investment and Commercial Banking | All aspects of investment and commercial banking and debt finance transactions (including borrowing or lending monies or assets and guarantees). |
| 22 | Islamic Finance / Sukuk | All aspects of law and practice relating to Islamic financing structures and products including Sharia compliant bonds (sukuk) and Sovereign issuances. |
| 23 | Life Sciences | All aspects of Life Sciences including but not limited to all transactional, litigious and regulatory issues relating to pharmaceuticals, medical devices and biotechnology including licensing and acquisition of new products. |
| 24 | Maritime and Shipping | All aspects of maritime and shipping law. |
| 25 | Media Law | All aspects of Media Law, including but not limited to:   1. Broadcasting licenses and other agreements; 2. Defamation, libel and slander; and 3. ASA compliance and related issues. |
| 26 | Partnership Law | All aspects of partnership law. |
| 27 | Project and Asset Finance | All aspects of project and infrastructure finance, asset finance, and structured finance (including securitisation). |
| 28 | Public Inquiries - Support to Participants and Inquests | Public inquiries and inquests including but not limited to providing legal support for individuals and public sector organisations in responding to inquiries and inquests, including taking witness statements, instructing counsel to represent the interests of individual witnesses where required, the Maxwellisation process and any general support not covered by the above. |
| 29 | Public International Law | All aspects of Public International Law. |
| 30 | Supporting Public Inquiries | Acting as the solicitor to public inquiries (statutory and non-statutory) and/or inquests including but not limited to:   1. carrying out the role of a solicitor under the Inquiries Act 2005 and the Inquiry Rules 2006 including in relation to the assessment of awards of legal costs to core participants; 2. providing legal advice and support to Inquiry Chairs on all legal aspects relating to the inquiry; 3. instructing and working with Inquiry Counsel and monitoring the Inquiry’s own legal spend; 4. management and collation of documentation including the maintenance of the Inquiry record, the provision and management of virtual data rooms and/or e-disclosure, and facilitating the transfer of the inquiry record to the appropriate public record office; 5. devising and implementing fair and robust procedures and protocols for the conduct of the inquiry; 6. conducting the response to any judicial review brought against the Inquiry Chair |
| 31 | Sustainable Finance / Green Finance | All aspects of law, regulation and practice relating to financial services and the integration of environmental, social and/or governance matters into the same, including green bonds / loans / securitisations, current and future environmental, social and governance (ESG) related matters in the banking, insurance, trading and asset management sectors and/or ESG-related disclosures (including, but not limited to, taxonomy / sustainable financial disclosure regulation (SFDR) / task force on climate-related disclosures (TCFD). |

# Lot 3 – Finance and High Risk / Innovation – Lot Requirements

* 1. Lot 3 is intended to cover matters of the very highest risk and complexity, high levels of innovation, including ‘first of a kind’ projects and the most complex regulatory work, the largest infrastructure programmes and large-scale litigation work. It will also cover complex finance and capital markets work (including but not limited to international capital markets, asset finance, restructuring and insolvency).
  2. The Supplier shall be able to offer market leading legal expertise and a market leading level of service in order to meet Buyer needs to deliver such matters.
  3. The Supplier shall provide all of the following Mandatory Specialisms and may provide one or more of the following Optional Specialisms.
  4. The Supplier is required to have demonstrable expertise and recognised capabilities in all aspects of the Mandatory Specialisms described in Paragraph 9.9 below, together with the demonstrable and recognised experience in order for it to deliver legal advice and Deliverables on any implied or collateral task not referred to below but which is required to support the delivery of a seamless and comprehensive legal service in relation to each of the specialisms listed below.
  5. Use of this or any other Lot will be at the discretion of the relevant Buyer and will depend upon its perception of the complexity and risk of the matter and not solely its value.
  6. Typically the legal requirements will follow one or more of the following criteria:
     1. very high level of financial, delivery, legal, reputational risk, which are likely to be considered to be of considerable political importance;
     2. most complex and innovative projects that are being undertaken in the country or the world, often with complex finance and international angles, projects that are often considered to be “first of a kind”;
     3. requiring market leading expertise and advice and the ramping up of a large multi-faceted team at short notice;
     4. where advising on large projects, (e.g. infrastructure projects) there will be a need for the Supplier team to manage multiple and sometimes competing priorities, and risks, some of which will be unavoidable;
     5. providing strategic input into shaping projects, adding creative solutions and risk mitigations, and providing a seamless multifaceted services which anticipate events through the commission’s cycle;
     6. involves management of significant legal, delivery, reputational and monetary risk for the Buyer and/or government and/or key individuals, and in particular anticipating a genuinely significant risk of legal challenge;
     7. involves the ability to manage the project within the context of the relevant client teams and internal legal teams, often with significant ministerial oversight and steer;
     8. may well involve advising on new policy implementation or risks of existing policy where tried and proven answers and approaches do not yet exist.
  7. The Supplier acknowledges and agrees that:
     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 tables detailed in Paragraphs 9.9 and 9.10 are illustrative only and are not exhaustive.
     2. Buyers are entitled to seek legal advice and Deliverables from the Supplier in respect of any type of legal service or area of legal practice
        1. provided that such legal advice and/or Deliverables falls within the scope of one of the headings set out in Paragraphs 9.9 and 9.10; and
        2. whether or not the type of legal service or area of legal practice sought is specifically described or listed beneath the relevant heading.
  8. The Supplier shall ensure that it (and the relevant Supplier Staff) has/have, at all relevant times, the skills, qualifications and capability to provide legal advice, Deliverables and support to Buyers in relation to the Mandatory Specialisms and (insofar as the Supplier has indicated it will provide them) the Optional Specialisms.
  9. The Mandatory Specialisms for Lot 3 are as follows:

| **Mandatory Specialism No.** | **Service category** | **Scope** |
| --- | --- | --- |
| 1 | Corporate Finance | All aspects of corporate finance including but not limited to:   1. Corporate and sovereign finance transactions and other financial transactions by way of loans; and 2. Other credit transactions, guarantees, derivative products, contracts for differences or other means of trading on financial markets. |
| 2 | Corporate Law | All aspects of corporate law including but not limited to:   1. company law; 2. public and private company transactions (including mergers & acquisitions and corporate finance); 3. share acquisition, disposals, capitalisations; 4. entity selection and formation of Government companies and Government joint ventures and venture capital advice; 5. directors’ duties; 6. company secretarial services; 7. operating and partnership agreements, mutual arrangements; 8. securities and governance matters; and 9. restructuring of ownership and legal structures and initiatives |
| 3 | Credit Insurance and Related Products | Credit/bond insurance, counter indemnities, alternative risk transfer mechanisms. |
| 4 | Debt Capital Markets | All debt capital markets law including but not limited to list bond issues, commercial paper programmes, listed debt rescheduling, monoline credit wraps and credit derivative products. |
| 5 | Energy and Natural Resources | Energy, climate change and natural resources (including mining and nuclear) law. This could include (but is not limited to):  The permitting, development, financing, taxation, contracting, licensing, management, supply, use, operation, environmental, climate change impacts and regulatory issues relating to any one or more of the following areas:   1. oil and gas, including unconventional oil and gas; 2. electricity generated by whatever means, including renewables; 3. gas, hydrogen and carbon capture; 4. energy storage; 5. energy systems and networks including network infrastructure; 6. energy efficiency or reduction measures; 7. nuclear, including disposal issues; 8. coal mining and power; 9. research and innovation related to energy; 10. water, air and land use, including emissions and pollution; and 11. climate change, carbon reduction and net zero. |
| 6 | Equity Capital Markets | All aspects of equity capital markets law including privatisation by way of sales, initial public offerings (IPOs) and equity derivative products. |
| 7 | Financial Services, Market and Competition Regulation | All aspects of financial services, markets and competition regulation, including but not limited to the Financial Services and Markets Acts 2000 & 2023, energy, utilities and transport markets, ~~of~~ the UK Listing Authority, takeovers, mergers and subsidy control/legacy state aid. |
| 8 | Fintech Crypto Assets | All aspects of law and practice relating to: (a) new and emerging technology which may enhance, deliver or support the provision of financial services, and (b) crypto assets. |
| 9 | Insurance and Reinsurance | All aspects of insurance and reinsurance (advice on reinsurance can be provided either direct through the panel firms or through partners). |
| 10 | Investment and Asset Management | All aspects of investment and asset management law including investment in private funds, and analysis, intervention and divestment strategies. |
| 11 | Investment and Commercial Banking | All aspects of investment and commercial banking and debt finance transactions (including borrowing or lending monies or assets and guarantees). |
| 12 | Islamic Finance / Sukuk | All aspects of law and practice relating to Islamic financing structures and products including Sharia compliant bonds (sukuk) and Sovereign issuances. |
| 13 | Merger and Acquisition Activity | Merger and acquisition activity including but not limited to restructuring/divestment of public interests (including establishment, restructuring and privatisation of Government owned companies and assets and joint ventures). |
| 14 | Project and Asset Finance | All aspects of project and infrastructure finance, asset finance, and structured finance (including securitisation). |
| 15 | Financial Institutions Rescue, Restructuring and Insolvency | All aspects of rescue, restructuring and insolvency of financial institutions and other strategically important organisations (including liquidity and resolution processes). |
| 16 | Restructuring/Insolvency | Restructuring/Insolvency including but not limited to:   1. Advice on company insolvencies and re-structuring, including where they are within the supply-chain of a Buyer, or where the Buyer has an regulatory or other interest in the company; 2. Consequences (and mitigation) of insolvency of major suppliers; and 3. Special administration regimes |
| 17 | Sovereign Debt Restructuring | Sovereign debt restructuring, including international structures and processes. |
| 18 | Sustainable Finance/ Green Finance | All aspects of law, regulation and practice relating to financial services and the integration of environmental, social and/or governance matters into the same, including green bonds / loans / securitisations, current and future environmental, social and governance (ESG) related matters in the banking, insurance, trading and asset management sectors and/or ESG-related disclosures (including, but not limited to, taxonomy / sustainable financial disclosure regulation (SFDR) / task force on climate-related disclosures (TCFD). |
| 19 | Projects and transactions | Significant and complex transactions including in highly regulated environments. This includes financial services of all kinds, energy (including generation, distribution and market interventions), water, transport (including aviation, road and maritime), pharmaceuticals, telecommunications, broadcasting and digital services and the military and defence sectors. |
| 20 | Litigation and Dispute Resolution | Significant and complex disputes including in highly regulated environments. This includes financial services of all kinds, energy (including generation, distribution and market interventions), water, transport (including aviation, road and maritime), pharmaceuticals, telecommunications, broadcasting and digital services. |
| 21 | United State Securities & Regulatory | All aspects of law and practice relating to the issuance or sale of securities in the United States and related regulatory issues. |

* 1. The Optional Specialisms for Lot 3 are as follows:

|  |  |  |
| --- | --- | --- |
| **Optional Specialism No.** | **Service category** | **Scope** |
| 1 | International Development/Aid Funding | All aspects of law and practice relating to government involvement in development finance, including export guarantees and trade finance, and advice on innovative financing structures for emerging markets. |
| 2 | International Finance Organisations | All aspects of law and practice relating to international financial organisations such as the Bank for International Settlements, European Central Bank, European Investment Bank and the European Bank for Reconstruction and Development. |

# Lots 4 a), b) and c) – Trade Legal Services – Lot Requirements

* 1. Lots 4 a), b) and c) are for Trade Legal Services and are intended to cover the majority of the technical international trade and investment work that government may need on the trading relationships between sovereign states that is not covered by general advice under other Lots in this Framework Contract. Suppliers may apply and be appointed to one or more of Lots 4 a), b) and c):
     1. Lot 4 a) – Trade and Investment Negotiations
     2. Lot 4 b) – International Trade Disputes
     3. Lot 4 c) – International Investment Disputes
  2. Suppliers appointed to Lot 4 a) b) or c):
     1. shall be able to offer market leading legal expertise in the relevant aspects of international trade and investment law as defined in the Lot descriptions below in order to meet Buyers’ needs;
     2. ~~must be able to provide the Deliverables in the following countries:~~
        1. ~~UK~~
        2. ~~Belgium~~
        3. ~~Switzerland~~
        4. ~~Germany~~
        5. ~~France~~
        6. ~~Ireland~~
        7. ~~USA~~
        8. ~~Canada~~
  3. The Supplier is required to have demonstrable expertise and recognised capabilities in all aspects of the Mandatory Specialisms described in Paragraphs 10.14, 10.16 and 10.18 below in respect of the Lots to which it is appointed, together with the demonstrable and recognised experience in order for it to deliver legal advice and Deliverables on any implied or collateral task not referred to below but which is required to support the delivery of a seamless and comprehensive legal service in relation to the relevant Mandatory Specialisms listed below.
  4. Use of Lots 4 a), b) and c) or any other Lot will be at the discretion of the relevant Buyer and will depend upon its perception of the complexity and risk of the matter and not solely its value.
  5. Typically the legal requirements will follow one or more of the following criteria:
     1. where advising on large projects there will be a need for the Supplier team to manage multiple and sometimes competing priorities, and risks, some of which will be unavoidable;
     2. providing strategic input into shaping projects, adding creative solutions and risk mitigations, and providing a seamless multifaceted service which anticipate events through the commission’s cycle;
     3. involving management of significant legal, delivery, reputational and monetary risk for the Buyer and/or government and/or key individuals, and in particular, anticipating a genuinely significant risk of legal challenge;
     4. involving advising on new policy implementation or risks of existing policy where tried and proven answers and approaches do not yet exist.
  6. The Supplier acknowledges and agrees that:
     1. the descriptions of the types of legal services and areas of legal practice set out in the scope column for each service category in the tables detailed in Paragraphs 10.14, 10.15, 10.16, 10.17, 10.18 and 10.19 are illustrative only and are not exhaustive.
  7. Buyers are entitled to seek legal advice and Deliverables from the Supplier in respect of any type of legal service or area of legal practice pertaining to the applicable Lot(s) the Supplier has been appointed to and including the relevant Optional Specialisms it has confirmed it can provide,
     1. provided that such legal advice and/or Deliverables falls within the scope of the relevant headings set out in Paragraphs 10.14, 10.15, 10.16, 10.17, 10.18 and 10.19; and
     2. whether or not the type of legal service or area of legal practice sought is specifically described or listed beneath the relevant heading.
  8. The Supplier shall ensure that it (and the relevant Supplier Staff) has/have, at all times, the skills, qualifications and capability to provide legal advice, Deliverables and support to Buyers in relation to the Mandatory Specialisms and (insofar as the Supplier has indicated it will provide them) the Optional Specialisms, in respect of Lots 4 a), b) and/or c) where the Supplier has been appointed to said Lot(s).
  9. In addition to the requirements at Paragraph 5.1.5 above (regarding Grade Bands), for Deliverables under Lots 4 a), b and c) only, the Supplier shall ensure that it makes the following Supplier Staff available where considered appropriate and at the Buyer’s request at Order:

|  |  |  |  |
| --- | --- | --- | --- |
| **Grade Band** | **Typical years’ PQE** | **Positions which typically fall within Grade band** | **Grade Description** |
| 1 | 20+ | Senior Counsel, Senior Partner | Typically expected to have 20+ years’ PQE  Non-practising legal experience in international trade can also be considered, for example, in academia or at the WTO  Considered expert in the relevant field  May have similar responsibilities to Grade 1 personnel as set out in Paragraph 5.1.5 above |

* 1. In addition, for Lots 4 a), b and c) only, the Supplier ~~may~~ shall provide the following ~~optional~~ additional roles**:** ~~if they submit rates within their pricing submission:~~

|  |  |  |  |
| --- | --- | --- | --- |
| **Grade Band** | **Typical Years’ Relevant Experience** | **Positions which typically fall within grade band** | **Grade Description** |
| Senior Analyst​ | 4+​ | Senior Analyst​ | Main day to day contact​  Responsibility for the quality assurance, management and supervision of the analysis​  Proven track record of providing analysis in support of legal arguments and in trade disputes, or in other similar environments, would be desirable.​ |
| Analyst​ | 2+​ | Analyst, Associate Analyst, Research Associate, Research Officer​ | Junior analyst supporting the analytical team with conducting and writing up the analysis​ |
| Senior Modeller​ | 5+ of modelling experience​ | Senior Modeller, Senior Econometrician, Senior Analyst​ | Skilled modeller with significant experience of applying economic models to estimate real world policy impacts – in particular partial equilibrium and gravity modelling​  Will have responsibility for designing the modelling approach and leading the completion of the modelling and analysis​  Main contact on the analytical detail and modelling​  ​Proven track record of providing analysis in support of legal arguments and in trade disputes, or in other similar environments, would be desirable.​ |
| Modeller​ | 3+ of modelling experience​ | Modeller, Econometrician, Analyst, Associate Analyst​ | Skilled modeller with some experience of applying economic models to estimate real world policy impacts – in particular partial equilibrium and gravity modelling​​  Junior analyst supporting the senior modeller in designing the modelling approach and completing the modelling and analysis​ |

The above does not include specialist academic experts who would only be used on a case-by-case basis.

* 1. The Buyer may require the Supplier or Supplier Staff to travel internationally in order to provide the Deliverables under Lots 4 a), b) and c). The Supplier will only be reimbursed for reasonable travel time and travel costs in respect of Lots 4 a), b) and c) Deliverables in accordance with Framework Schedule 3 (Framework Prices).
  2. The Supplier must obtain full and comprehensive travel insurance, if required for the provision of any Deliverables under this Framework Contract, and accepts that full liability and duty of care under those arrangements remain with the Supplier.
  3. The Supplier remains liable for any Supplier Staff travelling abroad to deliver the Deliverables and will be responsible for securing relevant travel, medical and other insurances at Supplier’s cost.
  4. The Mandatory Specialisms for Lot 4 a) (Trade and Investment Negotiations) are as follows:

| **Mandatory Specialism No.** | **Service category** | **Scope** |
| --- | --- | --- |
| 1 | Domestic law of jurisdictions for trade | Legal advice in the context of trade and investment negotiations, including but not limited to: Free Trade Agreements (FTAs), multilateral negotiations, and negotiations in the WTO |
| 2 | FTA chapters | Legal advice on the full range of chapters in an FTA. |
| 3 | Implementation of trade agreements | Legal advice in the context of the implementation of trade agreements, including but not limited to the WTO and FTAs |
| 4 | International law of trade | Advice on international law relating to trade including but not limited to compliance with the law of the WTO and of trade agreements |
| 5 | Trade and investment negotiations | Advice on the domestic law of different jurisdictions in the context of international trade and/or negotiations including via in-house, multiple offices or subcontracting services |
| 6 | International treaty law | Providing legal advice on international treaty law |

* 1. The Optional Specialisms for Lot 4 a) (Trade and Investment Negotiations) are as follows:

| **Optional Specialism No.** | **Service category** | **Scope** |
| --- | --- | --- |
| 1 | Investment treaties | Providing legal advice on international investment treaties, including supporting the negotiation of international investment treaties |
| 2 | Legal barriers to markets | Providing legal advice on legal barriers to market access in the context of trade negotiations ​ |
| 3 | Wider trading arrangements | Providing legal advice in the context of the negotiation and implementation of recognition agreements and arrangements, participation agreements and wider trading arrangements, relationships or instruments |
| 4 | Assimilated Law | All aspects of Assimilated Law as defined and EU law including but not limited to contentious and non-contentious advice and any ancillary matters |

* 1. The Mandatory Specialisms for Lot 4 b) (Trade Disputes) are as follows:

| **Mandatory Specialism No.** | **Service category** | **Scope** |
| --- | --- | --- |
| 1 | International trade disputes | Legal advice on and support for international trade disputes, including but not limited to: acting on behalf of sovereign state primary party and delivering written and oral advocacy in offensive and/or defensive trade disputes |
| 2 | WTO practice | Legal advice on all stages of international trade disputes (both offensive and defensive) including but not limited to advice on procedural rules developed through significant practice at the WTO |
| 3 | WTO litigation and dispute resolution | Advice on substantive legal issues and litigation strategy at all stages of international trade disputes (both offensive and defensive) based on significant litigation experience at Panel and/or appeal level at the WTO |
| 4 | Prevention of disputes | Legal advice on the prevention of international trade disputes (e.g. checking new or existing policies or draft legislation for disputes risks and identifying mitigations) |
| 5 | Trade remedies | Legal advice on trade remedies |
| 6 | Compliance with international law | Advice on international law relating to trade including but not limited to compliance with the law of the WTO and of trade agreements. |
| 7 | Domestic law of jurisdictions for trade | Advice on the domestic law of different jurisdictions in the context of international trade and/or actual or potential disputes including via in-house, multiple offices or subcontracting services |

* 1. The Optional Specialisms for Lot 4 b) (Trade Disputes) are as follows):

|  |  |  |
| --- | --- | --- |
| **Optional Specialism No.** | **Service category** | **Scope** |
| 1 | Trade remedies investigations | Providing legal advice and services to the Buyer on trade remedies investigations |
| 2 | Wider trading arrangements | Providing legal advice in relation to recognition agreements and arrangements, participation agreements, and wider trading arrangements, relationships or instruments |

* 1. The Mandatory Specialisms for Lot 4 c) (Investment Disputes) are as follows:

|  |  |  |
| --- | --- | --- |
| **Mandatory Specialism No.** | **Service category** | **Scope** |
| 1 | Treaty based investment disputes | Legal advice on and support for treaty-based international investment disputes, including but not limited to acting on behalf of sovereign states government and delivering written and oral advocacy in investor-State or inter-State proceedings |
| 2 | Litigation and dispute resolution for trade investment disputes | Legal advice on and support for all stages of treaty-based international investment disputes including but not limited to the pre-arbitration, appointment, provisional measures, preliminary objections, merits, and quantum, phases |
| 3 | Investment dispute risk advice | Legal advice on international investment dispute risk, including but not limited to identifying and managing risk in existing or proposed policies or measures |
| 4 | Domestic law of jurisdictions for trade | Advice on the domestic law of the UK and overseas jurisdictions relevant to international investment and/or actual or potential treaty-based international investment disputes, including via in-house, multiple offices or subcontracting services |

* 1. The Optional Specialisms for Lot 4 c) (Investment Disputes) are as follows:

|  |  |  |
| --- | --- | --- |
| **Optional Specialism No.** | **Service category** | **Scope** |
| 1 | International arbitral awards | Advice on international law and the domestic law of the UK and overseas jurisdictions relevant to the recognition and enforcement of international arbitral awards, including via in-house, multiple offices or subcontracting services |

# Lot 5 – Rail Legal Services – Lot Requirements

* 1. Lot 5 is for Rail Legal Services and is intended to cover legal services which require a deep understanding of the rail industry and its regulatory framework. It has been developed in recognition of the specialist nature of the legal advice that is required and its importance in supporting the delivery of key national transport objectives.
  2. The Supplier shall be able to offer market leading legal expertise and a market leading level of Service in order to meet Buyer needs to deliver such matters.
  3. The Supplier shall provide all of the following Mandatory Specialisms and may provide one or more of the following Optional Specialisms. The Mandatory Specialisms and Optional Specialisms set out below are high level descriptors of types of legal services and areas of legal practice which the Supplier offers under this Framework Contract and which Other Contracting Authorities are entitled to Order.
  4. Use of this or any other Lot will be at the discretion of the relevant Buyer and will depend upon its perception of the complexity and risk of the matter and not solely its value.
  5. The legal requirements will consist of one or more of the following criteria:
     1. Rail Regulatory;
     2. Rail Commercial;
     3. Public Procurement Law in relation to a Rail-Related Matter; and
     4. Subsidy Law in relation to a Rail-Related Matter;

together being the Mandatory Specialisms set out at Paragraph 11.8; and

* + 1. EU Law;
    2. International Law;
    3. Competition Law;
    4. Dispute Resolution and Litigation Law;
    5. Employment Law;
    6. Environmental Law;
    7. Health and Safety Law;
    8. Information Law, including Data Protection Law;
    9. Information technology Law;
    10. Intellectual Property Law;
    11. Pensions Law;
    12. Planning Law;
    13. Real Estate Law;
    14. Restructuring and Insolvency Law;
    15. Tax Law; and
    16. Insurance Law;

insofar as they relate to a Rail-Related Matter, together being the Optional Specialisms set out in Paragraph 11.9.

* 1. The Supplier acknowledges and agrees that:
     1. the descriptions of the types of legal services and areas of legal practice set out in the scope column for each service category in the tables detailed in Paragraphs 11.8 and 11.9 are illustrative only and are not exhaustive;
     2. Buyers are entitled to seek legal advice and Deliverables from the Supplier in respect of any type of legal service or area of legal practice
        1. provided that such legal advice and/or Deliverables falls within the scope of one of the headings set out in Paragraphs 11.8 and 11.9; and
        2. whether or not the type of legal service or area of legal practice sought is specifically described or listed beneath the relevant heading;
     3. Optional Specialisms may only be required by a Buyer in connection with a Rail-Related Matter;
     4. advice in respect of an Optional Specialism may be required by a Buyer either on a stand-alone basis in connection with a Rail-Related Matter or as part of a wider Rail-Related Matter, including drafting or advising on contractual provisions in circumstances where advice in respect of that Optional Specialism is required.
  2. The Supplier shall ensure that it (and the relevant Supplier Staff) has/have, at all relevant times, the skills, qualifications and capability to provide legal advice, Deliverables and support to the Buyers in relation to the Mandatory Specialisms and (insofar as the Supplier has indicated it will provide them) the Optional Specialisms.
  3. The Mandatory Specialisms for Lot 5 are as follows:

| **Mandatory Specialism No.** | **Service category** | **Scope** |
| --- | --- | --- |
| 1 | **Regulatory law** | All aspects of rail regulatory law in particular interpretation and application of relevant primary legislation (including draft legislation), including:   1. Railways Act 1993; 2. Transport Act 2000; 3. Railways (Access, Management and Licensing of Railway Undertakings) Regulations 2016; 4. Railways Act 2005; 5. Crossrail Act 2008; 6. Local Transport Act 2008; 7. High Speed Rail (London - West Midlands) Act 2017; 8. High Speed Rail (West Midlands – Crewe) Act 2021; 9. High Speed Rail (Preparation) Act 2003; 10. Channel Tunnel Act 1987; 11. Channel Tunnel Rail Act Link 1996; 12. all relevant Assimilated Law including the four Railway Packages; 13. the Public Service Obligations in Transport Regulations 2023 (the “PSO Regulations”); 14. Rail Reform Bill; and 15. [Passenger Railway Services (Public Ownership) Act 2024;](https://bills.parliament.uk/bills/3732)   and any other legislation relevant to rail regulation. |
| 2 | **Rail Commercial Law** | All aspects of legal advice in connection with a Rail Related Matter in respect of company, commercial and financial legal issues, including but not limited to:   1. company law; 2. share acquisition, disposals, capitalisations and financing issues; 3. entity selection and formation of Government companies and Government joint ventures; 4. directors’ duties; 5. company secretarial services; 6. operating, partnership, joint venture, development and alliancing agreements.   All aspects of legal advice in relation to the key regulatory and commercial documents relating to the rail industry in Great Britain such as the ticketing and settlement agreement, regulated access arrangements, licensing arrangements. This shall include all aspects of legal advice for the end-to-end delivery of rail related projects such as:   1. rail contract awards or rail passenger concessions (including statutory transfer of contracts to DfT Operator Limited); 2. rolling stock transactions (including advising on standalone fleet procurements, maintenance arrangements and financings, advising on procurement/maintenance arrangements/financings for fleets used by single or multiple rail operators and cascades); and 3. infrastructure concessions and other infrastructure related rail projects. |
| 3 | **Public procurement law** | All aspects of public procurement law in relation to a Rail Related Matter including but not limited to:   1. the application of domestic (including any relevant Assimilated Law) and EU public procurement law; and 2. end-to-end support on procurement exercises, including as appropriate drafting and commenting on specifications, evaluation criteria, tender documentation and associated procurement and contractual documentation. |
| 4 | **Subsidy Control Law** | All aspects of legal advice in relation to a Rail Related Matter including:   1. advice on the aspects of the PSO Regulations which relate to overcompensation and otherwise advising on the UK Subsidy Control regime; and 2. advising a Buyer on challenge related to the UK Subsidy Control regime, whether by judicial review, appeal to the Competition Appeal Tribunal or recovery, and in relation to any referral to the Competition and Markets Authority. |

* 1. The Optional Specialisms for Lot 5 are as follows:

| **Optional Specialism No.** | **Service category** | **Scope** |
| --- | --- | --- |
| 1 | **EU law** | All aspects of EU law including but not limited to:   1. advising on the relevance of EU law, its Treaties and Regulations and any relevant Assimilated Law; 2. advising on European case law which may be considered relevant to Rail operations; |
| 2 | **International law** | All aspects of international law. |
| 3 | **Competition law** | All aspects of competition law including but not limited to contentious and non-contentious advice and support in relation to EU, domestic and international competition law, including exchange of competitively sensitive information, cartels, abuse of a dominant market position and merger control. |
| 4 | **Dispute Resolution and litigation law** | All aspects of litigation and dispute resolution including but not limited to dispute handling and resolution and civil litigation against and on behalf of Buyers including alternative dispute resolution, arbitration, mediation, advice and litigation support may be required on commercial disputes, High Court litigation (including judicial review) as well as arbitration, adjudication, mediation and tribunal proceedings, including any new venues for litigation. |
| 5 | **Employment law** | All aspects of employment law including but not limited to:   1. non-contentious employment matters relating to TUPE, COSOP, redundancies, restructuring, outsourcing, changes in terms and conditions, and reorganisations; 2. advice on industrial relations issues affecting the rail industry; and 3. contentious employment law including litigation and dispute resolution. |
| 6 | **Environmental law** | All aspects of environmental law including but not limited to the interpretation and application of the Environmental Protection Act 1990. |
| 7 | **Health and Safety law** | All aspects of health and safety law the interpretation and application of the Health and Safety at Work Act 1974 and other applicable regulations and directives. |
| 8 | **Information law including data protection law** | All aspects of information law including but not limited to:   1. the law surrounding the use and control of information by public and private sector bodies, including domestic and EU data protection legislation; 2. international data transfers; 3. data protection laws, data requests and complying with the principles of transparency; and 4. Freedom of Information. |
| 9 | **Information technology law** | All aspects of information technology law including but not limited to:   1. information technology and telecoms procurement and contracting; 2. design, development, maintenance and support contracts; 3. restructuring of contracts and/or services; 4. exit and migration/transition; 5. hardware purchasing, software licensing, managed services, E-commerce, cloud based services, convergent technologies and the internet; and 6. advice on the implications of emerging technologies. |
| 10 | **Intellectual property law** | All aspects of intellectual property law including but not limited to:   1. contentious and non-contentious support and advice relating to patents, copyright, trademarks, trade secrets and rights in confidential information, database rights, design rights, and other forms of intellectual property; and 2. assignment and licensing of rights and development, commercialisation and exploitation of current, new and evolving Intellectual Property Rights. |
| 11 | **Pensions law** | The law, policies and guidance on private and public pensions, including   1. Scheme administration and scheme changes 2. Fair Deal and New Fair Deal (or replacements thereof) 3. Rights and duties of scheme managers   in the context of public law obligations    Additionally, firms may have experience in specific public sector pension schemes and/or scheme consolidation, closure of schemes. |
| 12 | **Planning law** | All aspects of planning law including but not limited to:   1. planning strategy; 2. development projects and schemes; 3. applications for development, construction and change of use; 4. compulsory purchase orders and s106 agreements; and 5. planning/development inquiries and appeals. |
| 13 | **Real estate law** | All aspects of the law relating to real estate. |
| 14 | **Restructuring/ Insolvency law** | All aspects of the law relating to restructuring/insolvency. |
| 15 | **Tax law** | All aspects of tax law. |
| 16 | **Insurance law** | All aspects of insurance law. |

**Appendix A: Social Value Reports**

Social Value Reports should comprise of the following:

**PART 1: HEALTH AND WELLBEING**

With regards to the “Theme and Outcome” of “Wellbeing - Improve health and wellbeing”, the Supplier should include:

* A progress update on the commitments set out in the Supplier’s response to question B2 in the Supplier’s Framework Tender Response, and as updated in the Supplier Action Plan (as defined in Paragraph 3.3 of Framework Schedule 4 (Framework Management)) if applicable
* A progress update on Key Subcontractors’ activities in relation to improving health and wellbeing, to the extent that they have been undertaking Services
* Details of the activities planned in the next Contract Year to demonstrate how the Supplier intends to achieve improvements for and on behalf of the Contract Workforce in respect of health and wellbeing in the next Contract Year

**PART 2: WORKFORCE INEQUALITY**

With regards to the “Theme and Outcome” of “Equal Opportunity - Tackle workforce inequality”, the Supplier should include:

* A progress update on the commitments set out in the Supplier’s response to question B1 in the Supplier’s Framework Tender Response, and as updated in the Supplier Action Plan (as defined in Paragraph 3.3 of Framework Schedule 4 (Framework Management)) if applicable
* A progress update on Key Subcontractors’ activities in relation to tackling workforce inequality, to the extent that they have been undertaking Services
* Details of the activities planned in the next Contract Year to demonstrate how the Supplier intends to make progress towards achieving the targets in the next Contract Year, informed by the progress to date towards the Social Value Improvements targets
* Progress against the Social Value Improvements targets that formed part of the Supplier’s Framework Tender Response, as set out in the form of Table A below

In completing Table A below, the Supplier shall provide the information in respect of each of the following groups of the grade bands specified under Paragraph 5.1.5:

Grade Bands 1 and 2

Grade Bands 3, 4 and 5

all other Grade Bands

Where this level of granularity cannot be provided in a Contract Year due to an insufficient sized data set to provide anonymity for data protection purposes, the Supplier shall submit a nil return for the relevant grade bands affected and aggregate reporting for all Supplier Staff under the relevant measure.

**PART 3 ENVIRONMENTAL REQUIREMENTS**

The Supplier should provide:

1. a link to its updated Carbon Reduction Plan,
2. provide any details of activity undertaken in relation to the environment (past or future) that is not reflected in its Carbon Reduction Plan, and
3. details of activity undertaken to encourage Key Subcontractors to commit to achieving Net Zero emissions for all UK operations by 2050

**Table A – Progression of Social Value Improvements**

Suppliers are required to complete Table A, outlining the committed Social Value Improvements targets and the annual progress against these.

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Social Value Improvement Area | Threshold | Target at end of Contract Year 3 | Target at end of Contract Year 4 (if applicable) | Fee Earner Grade | Achievement to date at end of Contract Year 1 | Achievement to date at end of Contract Year 2 | Achievement to date at end of Contract Year 3 | Achievement to date at end of Contract Year 4 |
| Gender Balance Improvement |  |  |  | 1-2 |  |  |  |  |
| 3,4,5 |  |  |  |  |
| all other Grade Bands |  |  |  |  |
| Overall |  |  |  |  |
| Under-Represented Groups Improvement |  |  |  | 1-2 |  |  |  |  |
| 3,4,5 |  |  |  |  |
| all other Grade Bands |  |  |  |  |
| Overall |  |  |  |  |
| Disabled Persons Improvement |  |  |  | 1-2 |  |  |  |  |
| 3,4,5 |  |  |  |  |
| all other Grade Bands |  |  |  |  |
| Overall |  |  |  |  |

**Appendix B: Authorised Buyer List**

This Framework Contract is for use by Other Contracting Authorities in the United Kingdom that exist on 19 February 2025, and which fall into one or more of the following categories:

1. Any of the following and any of their successors:

* All Ministerial Government Departments;
* Non Ministerial Government Departments,
* Executive Agencies of government and other subsidiary bodies;
* Civil service bodies, including public sector buying organisations.
* All non-Crown Status Government Companies wholly or partly owned by Central Government Departments and their subsidiaries.
* The non-Departmental Public Bodies, other Public Bodies, Public Corporations and their subsidiary bodies sponsored by Central Government Departments which are not covered by the above categories;
* All new bodies created which fall within the criteria set out above.

1. Those listed and maintained by the Government on their website at<https://www.gov.uk/government/organisations> or any replacement or updated web-link.
2. Those listed and maintained by the Office of National Statistics (ONS) as being part of Central Government at<https://www.ons.gov.uk/economy/nationalaccounts/uksectoraccounts/datasets/publicsectorclassificationguide> or any replacement or updated web-link.