

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

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Paragraph 2.5, such person shall be treated as a Transferring Supplier Employee and Paragraph 2.5 shall cease to apply to such person.

- 2.9 The Supplier shall promptly provide the Buyer and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Sub-contractor, shall promptly provide to the Supplier and each Sub-contractor in writing such information as is necessary to enable the Supplier and each Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.10 Subject to Paragraph 2.9, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-contractor and its Sub-contractors against any Employee Liabilities arising from or as a result of any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.
- 2.11 The indemnity in Paragraph 2.10 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Supplier's Final Supplier Personnel List in accordance with Paragraph 2.5 (and subject to the limitations set out in Paragraphs 2.6 and 2.7 above).

Call-Off Schedule 3 (Continuous Improvement)

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Call-Off Schedule 3 (Continuous Improvement)

1. Buyer's Rights

- 1.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.

2. Supplier's Obligations

- 2.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 2.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 2.3 In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
 - 2.3.1 identifying the emergence of relevant new and evolving technologies;
 - 2.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 2.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
 - 2.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 2.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.

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- 2.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 2.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 2.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
- 2.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
- 2.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
- 2.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 2.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
- 2.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 2.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 2.12 At any time during the Contract Period of the Call-Off Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

Call-Off Schedule 5 (Pricing Details)

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Call-Off Schedule 5 (Pricing Details)**1. Capped Price used**

- 1.1 All charges incurred under this Contract shall be on a statement of work basis in accordance with the commissioning process detailed in Section 2 of Call-Off Schedule 20 (Specification) and each statement of work shall be a "Commission".
- 1.2 The total estimated costs provided for each Commission shall be treated as a "Capped Price" and the Supplier accepts liability for any costs that exceed the Capped Price that have not been agreed with the Buyer in advance in accordance with paragraph 1.4.
- 1.3 Each Commission will have an independent Capped Price.
- 1.4 If during the delivery of a Commission the Supplier needs to increase the Capped Price to complete the Commission they will notify the Buyer immediately by resubmitting the Commissioning Template and seek re-approval for the increase in cost before it is incurred. The Supplier will be liable for any costs that exceed the Capped Price that have not been pre-agreed with the Buyer.
- 1.5 Payment will only be made for Commissions that have been agreed by the Buyer as completed to its satisfaction within the agreed Capped Price.
- 1.6 The total estimated costs for each Commission will be calculated using the hourly rates for Legal Grades as detailed in paragraph 2 of this Schedule.
 - 1.6.1 The hourly rates for all Legal Grades provided in paragraph 2 shall be subject to Volume Discounts as described in paragraph 3 of this Schedule.

2. Supplier Rates**2.1. Hourly Rates – Hourly Standard Rate**

Legal Grade	Hourly Rate
Senior Partner	
Partner	

Call-Off Schedule 5 (Call-Off Pricing)
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Senior Solicitor	
Solicitor	
Junior Solicitor	
Trainee	
Paralegal	

2.2. Hourly Rates – Gibraltar

Legal Grade	Hourly Rate
Senior Partner	
Partner	
Senior Solicitor	
Solicitor	
Junior Solicitor	
Trainee	
Paralegal	

2.3. Hourly Rates – Jersey

Legal Grade	Hourly Rate
Senior Partner	
Partner	
Senior Solicitor	
Solicitor	
Junior Solicitor	
Trainee	
Paralegal	

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2.4. Hourly Rates – Guernsey

Legal Grade	Hourly Rate
Senior Partner	
Partner	
Senior Solicitor	
Solicitor	
Junior Solicitor	
Trainee	
Paralegal	

2.5. Hourly Rates – Isle of Man

Legal Grade	Hourly Rate
Senior Partner	
Partner	
Senior Solicitor	
Solicitor	
Junior Solicitor	
Trainee	
Paralegal	

3. Volume Discounts

- 3.1 Volume discounts on the Legal Grade hourly rates detailed in paragraph 2 shall be applied, at the percentage rates detailed in paragraph 3.2, when the number of hours worked by the Supplier's Legal Grade Personnel on behalf of the Buyer under this Contract meet or exceed the threshold for the relevant Volume Discount rate.

Call-Off Schedule 5 (Call-Off Pricing)

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3.1.1 The Supplier is responsible for applying Volume Discounts to the Supplier's invoices at the appropriate rate in accordance with paragraph 3.2 of this Schedule.

3.1.2 Once a threshold for a Volume Discount rate has been reached, the only Volume Discount rate that will be applied to the Charges incurred for any subsequent hours worked will be that Volume Discount rate (Volume Discount rates for previous bands will not be applied) as set out below:

3.1.2.1 If a Volume Discount of X% was provided from 500 - 999 hours, and a Volume Discount of Y% was provided from 1000 – 2999 hours, this discount applied to the 1001st hour's work will be Y% and not (X+Y)%.

3.2 For the purposes of this Contract the volume discounts are:

Number of Hours of Work	% Discount
500 > 999	
1000-2999	
3000+	

4. Other Costs

4.1 Reimbursable Expenses shall not be recoverable under this Contract with the exception of travel expenses which are Reimbursable Expenses and which have been expressly agreed by the Buyer in a Commission or otherwise in writing before such expense is incurred by the Supplier.

Call-Off Schedule 7 (Key Supplier Staff)
Call-Off Ref:
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Call-Off Schedule 7 (Key Supplier Staff)

- 1.1 The Annex 1 to this Schedule lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 1.4.3 the person’s employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
 - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff’s employment contract, this will mean at least three (3) Months’ notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
 - 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully

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competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.

- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

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Annex 1- Key Roles

Key Role	Key Staff
Management Team	
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
International Legal Team	
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
Territorial Legal Teams	
[REDACTED] – [REDACTED]	[REDACTED]

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Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

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Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

1. Definitions

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

"BCDR Plan"	has the meaning given to it in Paragraph 2.2 of this Schedule;
"Business Continuity Plan"	has the meaning given to it in Paragraph 2.3.2 of this Schedule;
"Disaster Recovery Deliverables"	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 2.3.3 of this Schedule;
"Disaster Recovery System"	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Related Supplier"	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
"Review Report"	has the meaning given to it in Paragraph 6.3 of this Schedule; and
"Supplier's Proposals"	has the meaning given to it in Paragraph 6.3 of this Schedule;

2. BCDR Plan

- 2.1 The Buyer and the Supplier recognise that, where specified in Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2 At least ninety (90) Working Days prior to the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a **"BCDR Plan"**), which shall detail the processes and arrangements that the Supplier shall follow to:
- 2.2.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
- 2.2.2 the recovery of the Deliverables in the event of a Disaster

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- 2.3 The BCDR Plan shall be divided into three sections:
- 2.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
 - 2.3.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and
 - 2.3.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").
- 2.4 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

3. General Principles of the BCDR Plan (Section 1)

- 3.1 Section 1 of the BCDR Plan shall:
- 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
 - 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;
 - 3.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
 - 3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
 - 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
 - 3.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
 - (b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
 - (c) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
 - (d) a business impact analysis of different anticipated failures or disruptions;

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- 3.1.7 provide for documentation of processes, including business processes, and procedures;
- 3.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
- 3.1.9 identify the procedures for reverting to "normal service";
- 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- 3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 3.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
 - 3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 3.2.4 it details a process for the management of disaster recovery testing.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

4. Business Continuity (Section 2)

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:
 - 4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and
 - 4.1.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.

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4.2 The Business Continuity Plan shall:

- 4.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;
- 4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;
- 4.2.3 specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
- 4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

5. Disaster Recovery (Section 3)

- 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
 - 5.2.1 loss of access to the Buyer Premises;
 - 5.2.2 loss of utilities to the Buyer Premises;
 - 5.2.3 loss of the Supplier's helpdesk or CAFM system;
 - 5.2.4 loss of a Subcontractor;
 - 5.2.5 emergency notification and escalation process;
 - 5.2.6 contact lists;
 - 5.2.7 staff training and awareness;
 - 5.2.8 BCDR Plan testing;
 - 5.2.9 post implementation review process;
 - 5.2.10 any applicable Performance Indicators (PI's) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
 - 5.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;

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5.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and

5.2.13 testing and management arrangements.

6. Review and changing the BCDR Plan

6.1 The Supplier shall review the BCDR Plan:

6.1.1 on a regular basis and as a minimum once every six (6) Months;

6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and

6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.

6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.

6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a **"Review Report"**) setting out the Supplier's proposals (the **"Supplier's Proposals"**) for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.

6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably

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shown that the changes are required because of a material change to the risk profile of the Deliverables.

7. Testing the BCDR Plan**7.1 The Supplier shall test the BCDR Plan:**

7.1.1 regularly and in any event not less than once in every Contract Year;

7.1.2 in the event of any major reconfiguration of the Deliverables

7.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).

7.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.

7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.

7.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.

7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:

7.5.1 the outcome of the test;

7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and

7.5.3 the Supplier's proposals for remedying any such failures.

7.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

8. Invoking the BCDR Plan

8.1 In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Buyer.

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9. Circumstances beyond your control

- 9.1 The Supplier shall not be entitled to relief under Clause 20 (Circumstances beyond your control) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.

Call-Off Schedule 9 (Security)

Call-Off Ref:

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Call-Off Schedule 9 (Security)

Part A: Short Form Security Requirements

1. Definitions

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

"Breach of Security"

1 the occurrence of:

- a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or
- b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,

2 in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2;

"Security Management Plan"

3 the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time.

2. Complying with security requirements and updates to them

- 2.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it shall also comply with the Security Policy

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and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.

- 2.3 Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 2.4 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.
- 2.5 Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

3. Security Standards

- 3.1 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
- 3.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
 - 3.2.1 is in accordance with the Law and this Contract;
 - 3.2.2 as a minimum demonstrates Good Industry Practice;
 - 3.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
 - 3.2.4 where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.
- 3.3 The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

4. Security Management Plan**4.1 Introduction**

- 4.1.1 The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

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4.2 Content of the Security Management Plan

4.2.1 The Security Management Plan shall:

- a) comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
- b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
- c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
- f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and
- g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

4.3 Development of the Security Management Plan

- #### **4.3.1**
- Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.

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- 4.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.
- 4.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.
- 4.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

4.4 Amendment of the Security Management Plan

- 4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
- a) emerging changes in Good Industry Practice;
 - b) any change or proposed change to the Deliverables and/or associated processes;
 - c) where necessary in accordance with paragraph 2.2, any change to the Security Policy;
 - d) any new perceived or changed security threats; and
 - e) any reasonable change in requirements requested by the Buyer.
- 4.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
- a) suggested improvements to the effectiveness of the Security Management Plan;
 - b) updates to the risk assessments; and

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c) suggested improvements in measuring the effectiveness of controls.

4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.

4.4.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

5. Security breach

5.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.

5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:

5.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:

- a) minimise the extent of actual or potential harm caused by any Breach of Security;
- b) remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
- c) prevent an equivalent breach in the future exploiting the same cause failure; and
- d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.

5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any

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required change to the Security Management Plan shall be at no cost to the Buyer.

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Annex 1 – DIT Security Guidance

DIT takes the security of all its assets very seriously including Information, Personnel, and Physical assets and the information outlined in this schedule contributes to ensuring all risks, breaches or incidents are managed appropriately.

All DIT third party suppliers must maintain an appropriate level of security to ensure the protection of DIT assets throughout the duration of the contract and to safeguard DIT assets from any unauthorised access, loss or disclosure of information handled in respect of the contract.

Security Policy

DIT has security policies and procedures for the protection of all assets including detecting, reporting, responding to and handling security incidents and breaches. Suppliers must adhere to DIT protective security requirements to ensure they manage risks and protect DIT Assets when handling them on behalf of DIT - (This will include any sub-contractors).

Information Security

Information security is the preservation of confidentiality, integrity and availability of DIT information. It may also include the authenticity, accountability, non-repudiation and reliability of information.

Government Security Classifications Policy

Suppliers handling DIT information must do so in accordance with the HMG Security Classifications Policy and designated handling instructions.

OFFICIAL

The supplier must ensure all personnel having access to DIT OFFICIAL information have undergone basic recruitment checks (further details given below in Personnel Security).

Access to OFFICIAL information with the OFFICIAL-SENSITIVE handling caveat must be confined to individuals on a “need-to-know” basis and whose access is essential for the purpose of their duties.

UK SENSITIVE INFORMATION

Information will only be handled by a Supplier where DIT has notified the Supplier prior to receipt of this information and the supplier must implement measures as agreed with DIT in order to ensure that information is safeguarded in accordance with the applicable HMG Standards and DIT policy & procedures.

Personnel Security

Any supplier accessing DIT buildings unaccompanied or accessing DIT information must be subject to pre-employment screening checks commensurate with the security requirements. This entails identity, nationality and criminal record checks. This will be at least Baseline Personnel Security Standard (BPSS) but National Security Vetting up to SC or DV Clearance will be required for work on UK sensitive information. All supplier personnel required to undergo the relevant security checks will be sponsored to do so by DIT.

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Training

Supplier personnel who will be given unaccompanied access to DIT premises must attend a DIT security induction prior to being permitted to have unaccompanied access to DIT premises.

If supplier personnel are not working on DIT premises they must have regular and or equivalent security training for staff.

All individuals working on UK sensitive information must receive the relevant DIT training before they are permitted access to the classified materials.

Risk Management and Security Plan

A Security Plan will be required from the Supplier where work is identified as being high risk. This should be developed and maintained for the duration of the contract period.

Legislative, Regulatory and Contractual Requirements

DIT requires the security of its information to be maintained in order to ensure reliability of its information for business needs; to meet statutory; regulatory; legislative and policy obligations. Suppliers handling DIT information must do so in accordance with relevant legislation.

Suppliers sharing DIT information will be subject to a confidentiality clause or non-disclosure agreement and are subject to the Official Secrets Act.

- Where relevant the following legislation may apply:
- Data Protection Act 2018 (GDPR)
- Public Records Acts 1958
- Freedom of Information Act 2000
- Environmental Information Regulations 2004
- Human Rights Act 1998
- Computer Misuse Act 1990
- Copyright (Computer Programs) Regulations
- Communications Act 2003
- Regulation of Investigatory Powers Act 2000

The Codes of conduct for suppliers outline the standards and behaviours that the government expects of all suppliers and grant recipients.

General Data Protection Regulation (GDPR)

If the supplier handles personal data a 'Data Privacy Impact Assessment' (DPIA) will be carried out. The DPIA assesses the risks against the GDPR and DIT legal requirements.

Access to DIT Information & Systems

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Any supplier granted access to DIT information assets and systems must comply with the requirements of DIT Acceptable Use Policy. Failure to comply with these policies and other relevant instructions may constitute a breach of contract and lead to termination or legal action.

Information Assurance Questionnaire

If the supplier is required to handle DIT data on behalf of DIT then a cyber security risk assessment will be carried out.

The Cyber and Information Assurance Questionnaire is a series of questions which seeks to identify the risks and establish what security controls are required. Only the successful Tenderer will be required to complete the Cyber and Information Assurance Questionnaire.

Physical Security

Where the service delivery is to be carried out on the supplier's own premises or buildings, the supplier must have policies and building facilities, which protect DIT assets and maintain the principle standards for protection at the OFFICIAL level for relevant working space. Including appropriate security policies in adherence to DIT security practices e.g.

- Clear desk & Screen policy for all staff with access to DIT information must be followed;
- Suitable secure storage facilities must be provided;
- Policy for working with and the secure movement (internally), or transportation (externally) of sensitive material must be followed;
- Only staff with the need to know should have access to DIT information;
- Disposal and destruction facilities must be appropriate for the classification level of the information.

Data Loss and Incident Management & Response

The supplier must have a security incident reporting process in place to ensure that any incidents involving DIT information or business are immediately reported to DIT Departmental Security Unit (DSU). Suppliers must agree to undertake any remedial action required by DIT and ensure that this is implemented in an auditable way. Any security incident involving OFFICIAL-SENSITIVE information or above and/or personal information, must be immediately reported to DSU.

DIT Right to Audit

The Supplier's delivery and implantation of appropriate security requirements outlines in the contract and specified in the security plan will be monitored by DIT.

DIT maintains the right to audit and test the suppliers or any sub-contractor's security controls periodically, or upon significant changes or its contractual relationships. DIT may require annual assurance from suppliers based on the risks.

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DIT also expects suppliers to manage any sub-contractors in complying with DIT Security requirements, including auditing or seeking assurances from sub-contractors when required.

Return/ Disposal/Destruction of Information

It is the Supplier's responsibility to ensure that DIT data/documentation is appropriately handled. During the lifecycle of the contract, the Supplier should securely return/retain/store/archive information upon DIT's request.

At contract expiry or termination, when the data is no longer required for its intended use or purpose, where possible, information should be returned to DIT electronically. All other data should be destroyed by the Supplier in accordance with NCSC guidance.

Call-Off Schedule 10 (Exit Management)

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Call-Off Schedule 10 (Exit Management)**1. Definitions**

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

"Exclusive Assets"	Supplier Assets used exclusively by the Supplier or a Key Subcontractor in the provision of the Deliverables;
"Exit Information"	has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	those Supplier Assets used by the Supplier or a Key Subcontractor in connection with the Deliverables but which are also used by the Supplier or Key Subcontractor for other purposes;
"Registers"	the register and configuration database referred to in Paragraph 2.2 of this Schedule;
"Replacement Goods"	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Services"	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Termination Assistance"	the activities to be performed by the Supplier pursuant to the Exit Plan, and

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	other assistance required by the Buyer pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	has the meaning given to it in Paragraph 5.1 of this Schedule;
"Termination Assistance Period"	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
"Transferable Assets"	Exclusive Assets which are capable of legal transfer to the Buyer;
"Transferable Contracts"	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	has the meaning given to it in Paragraph 8.2.3 of this Schedule.

2. Supplier must always be prepared for contract exit

- 2.1 The Supplier shall within 30 days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.
- 2.2 During the Contract Period, the Supplier shall promptly:
 - 2.2.1 create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and
 - 2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables ("Registers").

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2.3 The Supplier shall:

2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and

2.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.

2.4 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

3. Assisting re-competition for Deliverables

3.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").

3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.

3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).

3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

4. Exit Plan

4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.

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- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.3 The Exit Plan shall set out, as a minimum:
- 4.3.1 a detailed description of both the transfer and cessation processes, including a timetable;
 - 4.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
 - 4.3.3 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
 - 4.3.4 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
 - 4.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
 - 4.3.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
 - 4.3.7 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
 - 4.3.8 proposals for the disposal of any redundant Deliverables and materials;
 - 4.3.9 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
 - 4.3.10 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- 4.4 The Supplier shall:
- 4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - (a) every six (6) months throughout the Contract Period; and
 - (b) no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;
 - (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;

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- (d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and
- 4.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
- 4.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
- 4.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

5. Termination Assistance

- 5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
 - 5.1.1 the nature of the Termination Assistance required; and
 - 5.1.2 the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the date that the Supplier ceases to provide the Deliverables.
- 5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the Termination Assistance Notice period provided that such extension shall not extend for more than six (6) Months beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier of such this extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.
- 5.3 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

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6. Termination Assistance Period

- 6.1 Throughout the Termination Assistance Period the Supplier shall:
- 6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
 - 6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
 - 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
 - 6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
 - 6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
 - 6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
- 6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.
- 6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

7. Obligations when the contract is terminated

- 7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:
- 7.2.1 vacate any Buyer Premises;
 - 7.2.2 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely

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responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;

7.2.3 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:

- (a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
- (b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.

7.3 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

8. Assets, Sub-contracts and Software

8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:

8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or

8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.

8.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:

8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");

8.2.2 which, if any, of:

- (a) the Exclusive Assets that are not Transferable Assets; and
- (b) the Non-Exclusive Assets,

the Buyer and/or the Replacement Supplier requires the continued use of; and

8.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"),

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in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.

- 8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.
- 8.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
- 8.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
- 8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
- 8.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- 8.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.
- 8.7 The Buyer shall:
- 8.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
- 8.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
- 8.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.
- 8.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other

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people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

9. No charges

- 9.1 Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.

10. Dividing the bills

- 10.1 All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:

10.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;

10.1.2 the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and

10.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

Call-Off Schedule 14 (Service Levels)

Call-Off Ref:

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Call-Off Schedule 14 (Service Levels)

1. Definitions

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

"Service Level Performance Measure" shall be the "Good Target" Service Level Threshold as set out against the relevant Service Level in Part A of this Schedule; and

"Service Level Threshold" shall be as set out against the relevant Service Level in Part A of this Schedule.

2. What happens if you don't meet the Service Levels

- 2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 2.2 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
- 2.3 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:
- 2.3.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date; and
- 2.3.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards.

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Part A: Service Levels Table

Service Level Number	Service Level Performance Criterion	Key Indicator	Key Indicator Monitoring	Service Level Thresholds		Service Credit for each Service Period
1	Commission Cost Estimate response time	Commission cost estimates provided within 2 hours for Urgent Commissions and 24 hours for Non-Urgent Commissions.	Cost Estimate receipt recorded on Commissioning Template. Supplier to report on performance quarterly	Good Target	90%	NOT USED
				Approaching Target Threshold	85%	
				Requires Improvement Threshold	75%	
				Inadequate Threshold	<75%	
2	Commission Delivery on time	Delivery of advice by the agreed deadline for all Commissions.	Commission delivery date and time recorded on the Commissioning Template.	Good Target	100%	
				Approaching Target Threshold	95%	

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			Supplier to report on performance quarterly.	Requires Improvement Threshold	85%
				Inadequate Threshold	<85%
3	Timeliness of invoices	Invoices to be received by DIT 5 Working Days from end of month the Commission was completed	Invoice receipt recorded by the DIT Contract Manager.	Good Target	95%
				Approaching Target Threshold	90%
				Requires Improvement Threshold	80%
				Inadequate Threshold	<80%
4A	Accurate Cost estimates	Initial Commission cost estimates do not require revision during the course of the Commission.	Cost estimate revisions are recorded on the Commissioning Template.	Good Target	90% of commissions not revised
				Approaching Target Threshold	85% of commissions not revised
				Requires Improvement Threshold	80% of commissions not revised

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					Inadequate Threshold	<80% of commissions not revised
4B	Commission cost estimates not to exceed 10%.	Initial Commission cost estimates are not revised by greater than 10% during the course of the Commission.	Cost estimate revisions are recorded on the Commissioning Template		Good Target	100% of commissions not revised by more than 10%.
					Approaching Target Threshold	95% of commissions not revised by more than 10%.
					Requires Improvement Threshold	90% of commissions not revised by more than 10%.
					Inadequate Threshold	<90% of commissions not revised by more than 10%.
5					Good Target	100%

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	Quality of advice	Clear, accurate, and well-structured written work alongside clear and frequent communication methods, thorough research and use of GLD risk guidance where requested. Clear and accurate delivery of any oral submissions made during arbitration proceedings.	An assessment will be made for each Commission which will be discussed at each fortnightly call, and concerns raised by the DIT Contract Manager if quality does not meet the required standard.	Approaching Target Threshold	95%	
				Requires Improvement Threshold	85%	
				Inadequate Threshold	<85%	
6	Social Value	Bi-annual reporting by the Supplier to the Buyer of initiatives of all companies in the supply chain under the contract to have implemented measures to improve the physical and mental health and wellbeing of employees.	Social Value report to be submitted by the Supplier to the Buyer at every other quarterly performance review. The report must include <ul style="list-style-type: none"> • Number of new initiatives launched. • Number of existing initiatives enhanced. • Total initiatives and details. • Number of initiatives launched or enhanced as a result of this contract. 	Good Target	100%	
				Inadequate Threshold	<100%	

Call-Off Schedule 14 (Service Levels)
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Part B: Performance Monitoring

1. Performance Monitoring and Performance Review

- 1.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 1.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph **Error! Reference source not found.** of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 1.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 1.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 1.2.3 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence; and
 - 1.2.4 such other details as the Buyer may reasonably require from time to time.
- 1.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
 - 1.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
 - 1.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
 - 1.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.
- 1.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.
- 1.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier.

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2. Satisfaction Surveys

- 2.1 The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys

Call-Off Schedule 15 (Call-Off Contract Management)

Call-Off Ref:

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Call-Off Schedule 15 (Call-Off Contract Management)

1. Definitions

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

"Operational Board" the board established in accordance with paragraph 2.1 of this Schedule;

"Project Manager" the manager appointed in accordance with paragraph 2.1 of this Schedule;

2. Project Management

2.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.

2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.

2.3 Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

3. Role of the Supplier Contract Manager

3.1 The Supplier's Contract Manager's shall be:

3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;

3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;

3.1.3 able to cancel any delegation and recommence the position himself; and

3.1.4 replaced only after the Buyer has received notification of the proposed change.

3.2 The Buyer may provide revised instructions to the Supplier's Contract Manager's in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.

Call-Off Schedule 15 (Call-Off Contract Management)

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- 3.3 Receipt of communication from the Supplier's Contract Manager's by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

4. Role of the Operational Board

- 4.1 The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.
- 4.2 The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in the Order Form.
- 4.3 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.
- 4.4 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.
- 4.5 The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

5. Contract Risk Management

- 5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
- 5.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
- 5.2.1 the identification and management of risks;
 - 5.2.2 the identification and management of issues; and
 - 5.2.3 monitoring and controlling project plans.
- 5.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 5.4 The Supplier will maintain a risk register of the risks relating to the Call Off Contract which the Buyer's and the Supplier have identified.

Call-Off Schedule 15 (Call-Off Contract Management)

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Annex: Contract Boards

The Parties agree to operate the following boards at the locations and at the frequencies set out below:

Contract Management and Governance				
Meeting	Attendees	Content	Frequency	Format
Kick-off Meeting	<ul style="list-style-type: none"> Buyer & Supplier Project Managers Any other parties to be agreed in advance. 	Scope and define parameters of work and time for Q/A	Initial meeting at start before work commences	Teleconference or video
Phone call	<ul style="list-style-type: none"> Buyer & Supplier Project Managers Any other parties to be agreed in advance. 	Review of work to date + time for Q/A with DIT lawyers and internal project lead	Will be specified in the commission	Teleconference
Operational Board Meeting	Operational Board	Review of performance against Key Performance Indicators (KPIs)	Quarterly	Face to face, teleconference or video. Written report against KPIs to be provided for the meeting.

Call-Off Schedule 15 (Call-Off Contract Management)

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Call-Off Schedule 20 (Call-Off Specification)
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Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

Legal Services in relation to UK FTAs territorial treaty application

Specification of Requirements

The Department for International Trade (DIT), the Buyer, has overall responsibility for developing, coordinating and delivering new trade and investment policy for the UK, including preparing for and then negotiating Free Trade Agreements (FTAs) and market access deals with non-EU countries.

The purpose of this specification is to set out the scope of the Services that the Supplier shall provide.

The defined terms used in the Contract shall apply to this Specification of Requirements.

1. Requirement

1.1. The Buyer requires external legal services to support it in reviewing the compliance evidence provided by each of Gibraltar, Jersey, Guernsey and the Isle of Man. Requests will include requests concerning the law and legal structures of each of the four territories and largely relate to, but may not exclusively relate to, the following traditional areas of an FTA:

- Cross-Border trade in Services
- International Maritime Transport Services
- Investment
- Financial Services
- Telecommunications
- Digital Trade
- Temporary Entry

1.2. Gibraltar, Jersey, Guernsey and the Isle of Man (territories whose international relations the UK is responsible for), are undertaking individual reviews of their level of compliance with the disciplines and obligations that may be found primarily in the services, investment, digital trade and financial services provisions of UK FTAs. Advice relating to Gibraltar, Jersey, Guernsey and the Isle of Man on FTA provisions in other areas may also be required. The review processes involving Gibraltar, Jersey, Guernsey and the Isle of Man will lead to the creation of documents that detail each territory's interactions with FTA provisions. These documents will refer to measures in relation to the respective jurisdictions of each territory and, in addition to expertise in international trade law, expertise in the jurisdictions of Gibraltar, Jersey, Guernsey and the Isle of Man will be required.

1.3. There are two types of compliance review relating to FTA obligations that the Supplier will be required to undertake:

1.3.1. Review type 1: Existing Treaty Provisions

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1.3.1.1. The first type of review will be undertaken in relation to existing treaty provisions. [REDACTED]

[REDACTED]. We may also require the Supplier to review information relating to other existing treaty provisions, such as specific chapters in the CPTPP agreement.

1.3.1.2. The information provided by each of the territories, is to be reviewed and checked for accuracy and completeness by the Supplier. If the information is inaccurate or incomplete, an explanation of both how it is inaccurate, and the extent and importance of the inaccuracy must be provided.

1.3.1.3. It may also be necessary for the Supplier to provide missing information, for example, if the Supplier refers to an inaccurate or incomplete return. This will only take place on request. An iterative process may be involved whereby further evidence or information may be sought from a territory and the subsequent response(s) subject to a further review.

1.3.2. Review type 2: Provisions in FTAs under negotiation

1.3.2.1. The second type of review will involve provisions in FTAs that are under negotiation [REDACTED]. This may be a more dynamic process that tracks the progress of the negotiations or it may simply be a process that takes place once the negotiations are either complete or nearing completion.

1.3.2.2. The process will be similar to the first review, except it is likely that the scope will be narrower as it can be expected that there will be a degree of commonality between the different FTAs.

1.3.2.3. The timelines for the review process will be dictated to a considerable extent by the needs of the individual negotiations. While as much notice as is reasonably possible will be provided, in some cases a particularly short turnaround time may be necessary.

1.4. In support of the compliance reviews, the Supplier may also be required to:

1.4.1. Provide legal services in relation to the law of Gibraltar, Jersey, Guernsey and the Isle of Man and international trade law, including the UK's international obligations relating to services, investment, digital trade and financial services, as well as other areas as necessary.

1.4.2. Draft or provide legal advice in relation to provisions or schedules that relate to the circumstances of the relevant territory.

1.5. Although the exact Commissions and format of response cannot be confirmed in advance, the Buyer anticipates that legal services will be required in several different formats and timescales.

Anticipated format	Scenario	Examples	Anticipated timescale
Review of compliance information,	The Buyer requires the Supplier to	Example 1:	To be agreed in advance of

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submitted via email.	provide views against the evidence provided by each territory for each individual FTA obligation (such as chapter article or annex paragraph).	<p>Review of information provided by each of Gibraltar, Jersey, Guernsey and the Isle of Man</p> <p>This equates to four separate reviews, one for each territory. These reviews will be required to set out whether the information provided by the territory in question is accurate and complete</p> <p>In the case of inaccurate or insufficient information being provided by the territory, the Supplier should indicate what is missing, its importance and explain what further evidence is reasonably required.</p> <p>Example 2:</p> <p>Additional compliance reviews for other UK FTAs under negotiation:</p> <p>This may be based on either UK tabled text for a particular negotiation or agreed final text.</p>	commissioning (e.g. 3-4 weeks).
Drafting support	Including schedules of reservations for the territories, core treaty text, and legal review of drafting.	<p>Example 3:</p> <p>Support drafting market access offers/ schedules of reservations for each of the territories</p> <p>Example 4:</p> <p>Drafting contributions to core treaty text to tailor, ensure or clarify application to the Isle of Man, Guernsey, Jersey and Gibraltar.</p>	To be agreed in advance of commissioning (e.g. 1-2 weeks).
Urgent advice	Via phone, email, presence in meetings/ negotiation sessions.	<p>Example 5:</p> <p>Should a negotiation partner ask detailed questions about measures in the territories, the Supplier may be required to provide rapid research to respond to the query.</p> <p>Example 6:</p> <p>The supplier may be required to meet with representatives of the territories, alongside DIT officials to develop evidence about their respective measures.</p> <p>Example 7:</p> <p>Urgent advice regarding the regulatory landscape of any the territories, as requested by DIT officials and/or lawyer, via phone or email.</p>	Urgent, 24-hour turnaround.

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1.6. Throughout this Specification, the following definitions will be used:

- **Urgent Commission** means a Commission where legal services are likely to be required within a very short turnaround, likely to be within 24 hours or less.
- **Non-urgent Commission** means a Commission where legal services are likely to be required within a longer timeframe, likely to be within around 3-4 weeks.

*Both formats of Commission will be commissioned following the process outlined in section 2 below.

1.7. Follow up briefings and Q&A may also be required, at the discretion of the Buyer. These will be discussed with the Supplier, but the Buyer expects to provide at least 5 working days' notice in advance of briefings and presentations.

1.8. It is the Buyer's opinion that in order to successfully deliver the requirements, the Supplier must have offices or sub-contracting arrangements with local lawyers, located in Gibraltar, the Isle of Man, Jersey and Guernsey.

2. Commissioning and acceptance process

The commissioning and acceptance process for Commissions under this Contract will be as follows:

- 2.1. The Buyer will send a Commission to the successful Supplier on the form of commissioning template in Annex 1 (the "Commissioning Template") to the supplier's single point of contact (SPOC)
- 2.2. The SPOC should confirm receipt of the Commission within 1 working hour in all cases. If the request is an Urgent Commission, the Supplier should revert back with estimated costings for the Commission within 2 working hours from receipt of the initial Commission, if the request is a Non-urgent Commission the Supplier should revert with estimated costings within 48 hours of receipt of the initial Commission.
- 2.3. The Buyer will review the Supplier's response to the Commission, and subject to the Buyer's approval, sign the Commissioning Template to approve the estimated cost and return this to the Supplier within 2 working hours of receipt of the estimated costings for an Urgent Commission, and 24 hours of receipt of the estimated costings for Short-term and Long-term Commissions.
- 2.4. Supplier commences work on the Commission.
- 2.5. Supplier provides the Buyer with the outputs required within the timescales specified in the Commissioning Template along with completing the second part of the Commissioning Template providing a breakdown of the actual time and costs to deliver the Commission. Any variance from the estimated cost should be described and any increase in costs agreed with the Buyer in advance of such costs being incurred in accordance with 2.9 below.
- 2.6. The Buyer will notify the Supplier SPOC of any concerns on quality or completeness of advice or cost. If there are no disputes between the Buyer and the Supplier, payment will be made within 30 days of receipt of invoice.
- 2.7. Supplier invoices monthly in arrears for all completed Commissions. The Buyer will pay invoices within 30 days of receipt of an undisputed invoice.

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- 2.8. There is an expectation that cost estimates provided by the Supplier will be as accurate as possible and cost estimates provided by the Supplier will be treated as a Capped Price. If the Supplier becomes aware during the course of delivering the Commission that significant additional costs will be required (e.g., increasing the number of personnel working on the Commission, junior personnel being replaced by senior personnel or a substantial increase in the hours/days required to deliver the Commission) which may exceed this Capped Price they will notify the Buyer immediately by resubmitting the Commissioning Template and seek re-approval for the increase in cost before it is incurred. The Supplier will be liable for any costs that exceed the Capped Price that have not been pre-agreed with the Buyer.
- 2.9. In instances of extreme urgency, there may be occasions where the Buyer waives the requirement for cost estimates to be provided in advance of work commencing for Urgent Commissions. The right to waive this requirement will be entirely at the Buyer's discretion and will be specified to the Supplier as part of the Commission. Actual costs after work has been completed will need to be provided in all instances.
- 2.10. A diagram detailing the commissioning and acceptance process for urgent and non-urgent commission can be found in Annex 1 of this Specification.
- 2.11. The Buyer will notify the Supplier SPOC of any concerns on quality or completeness of advice. Disputes between the Buyer and the Supplier will be handled on a case-by-case basis, but examples include:
- 2.11.1. if the quality of advice received is below the Buyer's expectation e.g., missing information/unclearly presented then the Buyer will liaise with the Supplier in order to rectify (time permitting)
- 2.11.2. if final costs, and explanation of variance, are disputed the Buyer will liaise with the Supplier to agree final costs for payment
- 2.12. Cost and quality of responses to Commissions will be monitored as part of the contract performance management process in line with Call Off Schedule 14 (Service Levels) of the terms and conditions.

3. Required expertise

- 3.1. The Supplier should be able to demonstrate expertise in providing legal services in relation to international trade agreements and obligations, in particular for services and investment, such as, but not exclusively, those listed below, and the domestic compliance of a country or territory with those obligations.
- Cross-Border trade in Services
 - International Maritime Transport Services
 - Investment
 - Financial Services
 - Telecommunications
 - Digital Trade
 - Temporary Entry
- 3.2. The Supplier must be able to provide legal services by Partners or senior lawyers who hold a practising certificate in England and Wales or an equivalent practising certificate from another jurisdiction. In relation to Gibraltar, the Isle of Man, Jersey and Guernsey, the Supplier should

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also be able to provide legal services by Partners or senior lawyers who are entitled and competent to practise in those respective jurisdictions.

- 3.3. Expertise in services and investment regulation, including financial services, would be an asset to the Supplier. The Supplier should indicate whether or not they and any sub-contractors in the Isle of Man, Guernsey, Jersey and Gibraltar possess this expertise or not.
- 3.4. Expertise in the drafting of free trade agreements is required; in particular the expertise in the chapters and schedules relating to services and investment is considered an advantage.

4. Length and value of contract

- 4.1. The Supplier will be expected to have the capacity and availability to commence work immediately, although it should be noted that work may not be immediately commissioned depending on the timescales of any negotiations. DIT will provide the successful firm with advance warning of the dates of negotiation. It is possible that additional elements relating to specific negotiations will be commissioned alongside the [REDACTED] exercise.
- 4.2. The Contract will be awarded for 24 months, for a maximum contract value of £1.6 million (excluding VAT) over this period, with the option to be terminated earlier should the Service no longer be required.
- 4.3. Questions posed by the Buyer will be charged at the Supplier's appropriate tendered rate. The rate applied will be as per section 2 of Call-Off Schedule 5 Pricing Details. The Supplier will be required to provide estimated costs for each Commission as per the commissioning process outlined in Section 2 above.

5. Security and conflicts of interest

- 5.1. The Buyer requires the Supplier and their consortia members or sub-contractors to take security very seriously to ensure the protection of Buyer assets throughout the duration of the contract, to safeguard Buyer assets from any unauthorised access, loss or disclosure of all sensitive information handled. The Supplier must ensure it safeguards UK sensitive information and advice. In particular, addressing security with any Sub-contractors working on this Contract including secure transfers, teleconferences, file storage and more.
- 5.2. The Buyer may require the Supplier to carry out tasks involving information classified by the Government as 'Sensitive'. The Supplier must implement measures as agreed with the Buyer in order to ensure that information is safeguarded in accordance with the applicable HMG Standards and the Buyer's policy & procedures.
- 5.3. Access to OFFICIAL information with the OFFICIAL-SENSITIVE or above must be confined to individuals on a "need-to-know" basis and whose access is essential for the purpose of their duties in performance of the Contract only. For further information on security classification of information, see the relevant pages on GOV.UK <https://www.gov.uk/government/publications/government-security-classifications>.
- 5.4. The Supplier must notify the Buyer of any actual and potential Conflicts of Interest (Col), in accordance with the terms of the Contract. For the avoidance of doubt, it shall be a Conflict of Interest for a Supplier or a Sub-contractor to accept instructions from the Governments or agencies of:
 - The Isle of Man
 - Guernsey
 - Jersey

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- Gibraltar

in relation to matters pertaining to a Free Trade Agreement negotiation involving the UK or the territories listed in this paragraph.

- 5.5. Where the Conflict of Interest or potential Conflict of Interest relates to a Sub-Contractor, the Supplier shall notify the Buyer of the Conflict of Interest and the steps that are being taken to manage such COI in accordance with the terms of the Contract. The Buyer may ask the Supplier to ensure the Sub-Contractor puts in place such steps as the Buyer considers reasonable to ensure that such COI is being appropriately managed. If the Buyer is not satisfied that the COI is being appropriately managed the Buyer may request the termination of the sub-contract in question in accordance with clause 10.7 of the RM6183 Core terms or exercise any other right it may have under the Contract.
- 5.6. For the avoidance of doubt, discussion of this Contract, and the Services provided under it with officials of any other government or international organisation would be a material Default of clause 15 (confidentiality) of the Contract, and the Buyer may terminate the Contract in accordance with clause 10.4.1 of the Core Terms.
- 5.7. The Buyer may consider the inclusion of a conflict waiver where the Supplier can show that the terms of such waiver are necessary for the Supplier to meet its regulatory requirements. The Buyer reserves the right to reject the terms of any conflict waiver that it believes are unreasonable and/or may expose the Buyer to additional risk. The acceptance or otherwise of a waiver by the Buyer for this Contract should not be taken as precedent for any other call-off contract that may be entered into under this framework and the Buyer reserved the right to take a different approach on any future contract it may enter into where it considers it is reasonable to do so.

6. Additional and Social Value

- 6.1. The Supplier is required to provide the following free of charge:

- 6.1.1. Legal training to the Buyer's lawyers and policy officials concerning international trade law and the domestic law of Gibraltar, Jersey, Guernsey and the Isle of Man.

- 6.1.2. Provision of 'know-how' resource bank and access to relevant libraries of information.

- 6.2. The Supplier should ensure that they and any Sub-contractors engaged under this Contract deliver the Services with reference to our social value priorities for this Contract and in particular by ensuring they promote and empower their staff through:

- 6.2.1. Inclusive and diverse teams providing and managing the provision of legal services under this Contract, with the aim of improved gender balance.

- 6.2.2. Appropriate consideration of the place to support staff health and wellbeing, including physical and mental health of those providing and managing the provision of legal services under the Contract, with the aim of improved staff mental health and well-being.

- 6.3. The Supplier's provision and development of initiatives in support of the Buyer's physical and mental health social value priority, detailed in clause 6.2.2, shall be a Key Performance Indicator under the contract and shall be reported bi-annually by the Supplier to the Buyer.

7. Indicative timescales

- 7.1. The Buyer expects external legal advice to be available as soon as the Contract is awarded. The Supplier will be required to be available to answer Urgent and Non-Urgent Commissions from the Call-Off Start Date. Although the exact Commissions cannot be confirmed in advance,