

## CONTRACT SCHEDULE 1: DEFINITIONS

1. In accordance with Clause 1 (Definitions and Interpretation) of this Legal Services Contract including its recitals the following expressions shall have the following meanings:
- "Affiliates"** means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time; and **"Affiliate"** shall be construed accordingly;
- "Approval"** means the prior written consent of the Customer and **"Approve"**, **"Approves"** and **"Approved"** shall be construed accordingly;
- "Audit"** means an audit carried out pursuant to the provisions set out in Clause 3;
- "Auditor"** means:
- a) the Customer's internal and external auditors;
  - b) the Customer's statutory or regulatory auditors;
  - c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;
  - d) HM Treasury or the Cabinet Office;
  - e) any party formally appointed by the Customer to carry out audit or similar review functions; and
  - f) successors or assigns of any of the above;
- "Authority"** means THE MINISTER FOR THE CABINET OFFICE ("Cabinet Office") as represented by Crown Commercial Service, a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
- "Central Government Body"** means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to

time by the Office for National Statistics:

- a) Government Department;
- b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
- c) Non-Ministerial Department; or
- d) Executive Agency;

**"Change of Control"**

means either:

- (i) a change of control within the meaning of Section 450 of the Corporation Tax Act 2010; or
- (ii) any instance where the Supplier demerges into two or more firms, merges with another firm, incorporates or otherwise changes its legal form;

**" Charges"**

means the:

- a) Fees (exclusive of any applicable VAT and, where relevant, inclusive of any milestone payments),
- b) any Secondment Charges, Disbursements, Reimbursable Expenses and any other costs payable to the Supplier by the Customer under this Legal Services Contract, as set out in the Order Form, for the full and proper performance by the Supplier of the Ordered Panel Services less any Deductions;

**"Crown"**

means the Government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, Government ministers and Government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;

**"Commencement Date"**

means the date of commencement of this Legal Services Contract set out in section 1.1 of the Order Form;

**"Commercially Sensitive Information"**

means the Suppliers Confidential Information comprised of commercially sensitive information:

- a) relating to the Supplier, its IPR or its business or information which the Supplier has indicated to the Customer that, if disclosed by the Customer, would cause the Supplier significant commercial disadvantage or material financial loss; and
- b) that constitutes a trade secret;

<b>"Confidential Information"</b>	means the Customer's Confidential Information and/or the Suppliers Confidential Information, as the context requires;
<b>"Conflict of Interest"</b>	shall have the meaning set out in the SRA Handbook, as amended from time to time;
<b>"Contract Mediator"</b>	has the meaning set out in Clause 24.2.5.1;
<b>"Contract Schedules"</b>	means schedules to this Legal Services Contract;
<b>"Customer"</b>	means the Party identified at section A of the Order Form;
<b>"Customer's Confidential Information"</b>	means: <ul style="list-style-type: none"> <li>a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How and IPR of the Customer;</li> <li>b) all information derived from any of the above; and</li> <li>c) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential which comes (or has come) to the Supplier's attention or possession in connection with this Legal Services Contract;</li> </ul>
<b>"Customer Data"</b>	means: <ul style="list-style-type: none"> <li>a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any Customer's Confidential Information, and which: <ul style="list-style-type: none"> <li>i) are supplied to the Supplier by or on behalf of the Customer; or</li> <li>ii) the Supplier is required to generate, process, store or transmit pursuant to this Legal Services Contract; or</li> </ul> </li> </ul> any Personal Data for which the Customer is the Data Controller;
<b>"Customer Personnel"</b>	means all persons employed or engaged by the Customer together with the Customers servants, agents, suppliers and consultants;
<b>"Customer Premises"</b>	means premises owned, controlled or occupied by the Customer which are made available for use by the Supplier or its Sub-Contractors for the

provision of the Ordered Panel Services (or any of them);

**"Customer Representative"** means the representative of the Customer appointed by the Customer from time to time in relation to this Legal Services Contract and identified as such at section 3.1 of the Order Form.;

**"Data Subject"** shall have the same meaning as set out in the Data Protection Act 1998;

**"Data Protection Legislation or DPA"** means the Data Protection Act 1998 as amended from time to time;

**"Disbursement"** shall bear the meaning ascribed to it in the SRA Handbook from time to time;

**"Deductions"** has the meaning set out at Clause 6.3;

**"Employee Liabilities"** ~~shall have the meaning set out in Contract Schedule 3;~~

means all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:

- a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- b) unfair, wrongful or constructive dismissal compensation;
- c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- d) compensation for less favourable treatment of part-time workers or fixed term employees;
- e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Customer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Sub-Contractor if such payment should have

been made prior to the Service Transfer Date;

f) claims whether in tort, contract or statute or otherwise;

g) any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

**"Environmental Information Regulations or EIRs"**

means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations;

**"Expiry Date"**

shall have the meaning set out in Clause 2.1;

**"Fees"**

means the fees payable by the Customer to the Supplier which shall be based on:

a) the relevant rates set out in paragraph 2.1 of Section B of the Order Form; or

b) the capped price set out in paragraph 2.3 of Section B of the Order Form; or

c) the fixed price set out in the paragraph 2.4 of Section B of the Order Form; or

d) any combination of the above; or

e) any rates/prices set out in Section C;

**"FOIA"**

means the Freedom of Information Act 2000;

**"Fraud"**

means any offence under any Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts including acts of forgery;

**"Good Industry Practice"**

means Standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;

**"Group of Economic Operators"**

means a group of economic operators acting jointly and severally to provide the Panel Services;

**"Insolvency Event"**

means, in respect of the Supplier or Panel Guarantor or Call Off Guarantor (as applicable):

- a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
- b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
- c) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or
- d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
- e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
- f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
- g) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- h) where the Supplier or Panel Guarantor or Call Off Guarantor is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or
- i) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;

**"Intellectual Property Rights" or "IPR"**

means

- a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain

names and website addresses and other rights in trade or business names, designs, Know-How, trade secrets and other rights in Confidential Information;

b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and

c) all other rights having equivalent or similar effect in any country or jurisdiction;

**"Key Personnel"**

means any individuals identified as such in the Order Form and any of their replacements that may be agreed between the Parties from time to time;

**"Key Roles"**

means those roles identified in the Order Form and which are carried out by the relevant Key Personnel;

**"Key Sub-Contractor"**

means any Sub-Contractor which is listed in Panel Schedule 7 (Key Sub-Contractors), that in the opinion of the Authority, performs (or would perform if appointed) a critical role in the provision of all or any part of the Panel Services;

**"Know How"**

means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Ordered Panel Services but excluding know-how already in the other Party's possession before the Commencement Date;

**"Law"**

means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;

**"Legal Services Contract"**

means this written agreement between the Customer and the Supplier (entered into pursuant to the provisions of the Panel Agreement), which consists of the Terms and Conditions and the Order Form;

**"Material Breach"**

means a breach of the provisions of Clause 2 (The Ordered Panel Services); Clause 3 (Delivery and Management of the Ordered Panel Services); Clause 5 (Personnel); Clause 7 (Liability and Insurance); Clause 8 (Intellectual Property Rights); Clause 9 (Protection of Information); Clause 10

(Warranties, Representations and Undertakings); Clause 13 (Publicity, Media and Official Enquiries), Clause 14 (Prevention of Fraud and Bribery), Paragraph 4.3 (Confidentiality) of Section B of the Order Form and or Paragraph 4.8 (Security) of Section B of the Order Form;

<b>"Order Form"</b>	means the order form set out in Part 1 of this Legal Services Contract;
<b>"Ordered Panel Services"</b>	means the services to be provided by the Supplier to the Customer as set out in section B (Services) or section C (as applicable) of the Order Form;
<b>"OJEU Notice"</b>	means the notice published in the OJEU with the reference 2016/S 174-313246;
<b>"Open Book Data"</b>	means complete and accurate financial and non-financial information which is sufficient to enable the Authority to verify the Charges already paid or payable and Charges forecast to be paid during the Panel Period and term of any Legal Services Contracts, including details and all assumptions relating to:
<b>"Panel Agreement"</b>	means the panel agreement between the Authority and the Supplier dated 06 March 2017 and referenced in the Order Form;
<b>"Panel Customers"</b>	means the Authority, the Customer and any other bodies listed in the OJEU Notice;
<b>"Party"</b>	means the Supplier or the Customer and <b>"Parties"</b> shall mean both of them;
<b>"Personal Data"</b>	shall have the same meaning as set out in the Data Protection Act 1998 as amended from time to time;
<b>"Processing"</b>	has the meaning given to it in the Data Protection Legislation but, for the purposes of this Call Off Contract, it shall include both manual and automatic processing and <b>"Process"</b> and <b>"Processed"</b> shall be interpreted accordingly;
<b>"Prohibited Act"</b>	means any of the following: <ul style="list-style-type: none"> <li>a) to directly or indirectly offer, promise or give any person working for or engaged by the Customer and/or the Authority or other Panel Customer or any other public body a financial or other advantage to:</li> <li>i) induce that person to perform improperly a relevant function or activity; or</li> </ul>



- ii) reward that person for improper performance of a relevant function or activity;
- b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Legal Services Contract;
- c) committing any offence:
  - i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or
  - ii) under legislation or common law concerning fraudulent acts; or
  - iii) defrauding, attempting to defraud or conspiring to defraud the Customer; or

any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;

**"Reimbursable Expenses"**

means reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Ordered Panel Services, calculated at the rates and in accordance with the Customer's expenses policy current from time to time, but not including:

- a) travel expenses incurred as a result of Supplier Personnel travelling to and from their usual place of work, or to and from the premises at which the Ordered Panel Services are principally to be performed, unless the Panel Customer otherwise agrees in advance in writing; and
- b) subsistence expenses incurred by Supplier Personnel whilst performing the Ordered Panel Services at their usual place of work, or to and from the premises at which the Ordered Panel Services are principally to be performed;

**"Relevant Requirements"**

means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;

**"Standards"**

means:

- a) any standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;
- b) any standards detailed in the specification in Panel Schedule 2 (Panel Services and Key Performance Indicators);
- c) any standards detailed by the Customer in this Legal Services Contract;
- d) any relevant Government codes of practice and guidance applicable from time to time;
- e) means any standards or quality assurance principles set out in Principle 5 of the SRA Handbook as amended from time to time;

**"Sub-Contract"**

means any contract or agreement (or proposed contract or agreement), other than this Legal Services Contract or the Panel Agreement, pursuant to which a third party:

- a) provides the Ordered Panel Services (or any part of them);
- b) provides facilities or services necessary for the provision of the Ordered Panel Services (or any part of them); and/or
- c) is responsible for the management, direction or control of the provision of the Ordered Panel Services (or any part of them);

**"Sub-Contractor"**

means any person other than the Supplier who is a party to a Sub-Contract and the servants or agents of that person;

**"Supplier"**

means the person, firm or company identified at section A of the Order Form;

**"Supplier's Information"**

**Confidential** means:

- a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How

	and IPR of the Supplier;
	b) all information derived from any of the above; and
	c) any other information clearly designated as being confidential;
<b>"Supplier Equipment"</b>	means the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Customer) in the performance of its obligations under this Legal Services Contract;
<b>"Supplier Personnel"</b>	means all persons employed or engaged by the Supplier together with the Suppliers servants, agents, suppliers, consultants and Sub-Contractors (and all persons employed by any Sub-Contractor together with the Sub-Contractor's servants, consultants, agents, suppliers and sub-contractors) used in the performance of its obligations under this Legal Services Contract;
<b>"Supporting Documentation"</b>	means sufficient information in writing to enable the Customer reasonably to assess whether the Charges, Reimbursable Expenses and other sums due from the Customer under this Legal Services Contract are properly payable;
<b>"Term"</b>	means the term of this Legal Services Contract from the Commencement Date until the Expiry Date;
<b>"Terms and Conditions"</b>	means these terms and conditions set out in this Part 2 of the Legal Services Contract;
<b>"Transparency Reports"</b>	means the information relating to the Ordered Panel Services and performance of this Legal Services Contract which the Supplier is required to provide to the Customer in accordance with the reporting requirements in Contract Schedule 4;
<b>"VAT"</b>	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
<b>"Working Day"</b>	means any day other than a Saturday, Sunday or public holiday in England and Wales, and <b>"Working Days"</b> shall be construed accordingly.