

Call-Off Schedule 10 (Exit Management)

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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)

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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%.
					Good Target	100%
5	Quality of advice	Clear, accurate, and well-structured written work alongside clear and frequent communication methods, thorough	An assessment will be made for each Commission which will be discussed at each fortnightly call, and concerns raised by the DIT Contract		Approaching Target Threshold	95%

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		research and use of GLD risk guidance where requested. Clear and accurate delivery of any oral submissions made during arbitration proceedings.	Manager if quality does not meet the required standard.	Requires Improvement Threshold	85%	
				Inadequate Threshold	<85%	

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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)

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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.

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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.

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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.

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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

SPECIFICATION OF REQUIREMENTS

Specification of Requirements

Legal Services in relation to the UK trade remedy framework.

Please note: the Supplier should treat all information included within this Specification of Requirements in strict confidence.

The Buyer, the Department for International Trade (DIT), has overall responsibility for developing, coordinating and delivering new trade and investment policy for the UK, including representing the UK in trade disputes at the WTO arising out of the WTO Agreements.

The purpose of this specification is to set out the scope of the Services that the Supplier shall provide. All capitalised terms used in this Specification of Requirements shall have the meaning given to them in the Contract.

1. Requirement

The Buyer requires external legal services relating to the UK trade remedy framework. The Buyer may require the Supplier to provide any ongoing ad hoc legal services in relation to the UK trade remedy framework at the WTO and domestically.

Although the scope of each task and exact questions cannot be confirmed in advance, the Buyer anticipates that legal advice or assistance will be required in writing within 14 days. This may also include a need for advice to be delivered in person or during a phone conference. The list below provides examples of where legal services or assistance is required in potential scenarios.

Anticipated format	Scenario	Examples	Anticipated timescale
Written legal advice.	The Buyer will require legal services associated with the UK trade remedy framework. Advice will need to use GLD risk guidance and be provided in a format intelligible to policy officials and ministers	<p>Example 1: What are the UK's risks arising from the trade remedy framework? Please advise by reference to GLD risk guidance.</p> <p>Example 2: How would existing jurisprudence under the Anti-Dumping Agreement, Agreement on</p>	To be agreed in advance of commissioning (e.g. within 14 days).

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		Subsidies and Countervailing Measures, and the Safeguards Agreement apply to the UK trade remedy framework?	
In person meetings/ consultations or phone conference	The Buyer may require in person meetings/ consultations or a phone conference to discuss the advice provided by the Supplier.	Example 3: Supplier to host a meeting with key officials from the Buyer and other government department to discuss the advice and field questions from officials.	To be agreed in advance of commissioning.
Urgent legal advice	The Buyer may require urgent written or oral advice in relation to the UK trade remedy framework.	Example 4: the Buyer may ask for advice relating to a specific issue at short notice.	Within a very short turnaround time e.g. within 24 hours.

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 2-3 weeks.
- *Both formats of Commission will be commissioned following the process outlined in section 2 below.

Follow up briefings and Q&A may also be required in respect of a Commission, at the discretion of the Buyer. These will be discussed with the Supplier and timeframes agreed.

2. Commissioning and acceptance process

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

- a) The Buyer will send a Commission in the form of commissioning template in Annex 1 (the "Commissioning Template") to the supplier's single point of contact (SPOC)
- b) The SPOC should confirm receipt of the Commission within 1 working hour in all cases, excepting where a Commission is issued within the first working hour of the day (9am – 10am GMT) where an additional 1 hour is permitted. 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, excepting where a Commission is issued within the first working hour of the day (9am – 10am GMT) where an additional 1 hour is permitted. If the request is a Non-urgent Commission, the Supplier should revert back with estimated costings within 24 hours. Expected working hours are 9am-17.30pm (GMT), but are subject to change.
- c) 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

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for an Urgent Commission, and 24 hours of receipt of the estimated costings for Non-urgent Commissions.

- d) Supplier commences work on the Commission.
- e) 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 in accordance with (h) below.
- f) 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.
- g) Supplier invoices monthly in arrears for all completed Commissions. The Buyer will pay invoices within 30 days of receipt of an undisputed invoice.
- h) 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.

2.2 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.

2.3 A diagram detailing the commissioning and acceptance process for Urgent and Non-urgent Commissions can be found in Annex 1 of this Specification.

2.4 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:

- 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)
- if final costs, and explanation of variance, are disputed the Buyer will liaise with the Supplier to agree final costs for payment.

2.5 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.