



Department
for Education

CALL OFF ORDER FORM

**TEACHER REGULATION AGENCY PRESENTING OFFICER
CONTRACT**

CONTRACT REF 12718

PANEL AGREEMENT SCHEDULE 4
ORDER FORM AND TERMS AND CONDITIONS

THE ORDER FORM

SECTION A

- (i) This Order Form dated 13/01/2022 is issued in accordance with the provisions of the Panel Agreement for the provision of Wider Public Sector legal services.
- (ii) The Supplier agrees to supply the Ordered Panel Services specified below on and subject to the terms of this Legal Services Contract.
- (iii) For the avoidance of doubt this Legal Services Contract consists of the terms set out in this Order Form and the Terms and Conditions.
- (iv) By signing and returning this Order Form (which may be done by electronic means) the Supplier agrees to enter this Legal Services Contract with the Customer to provide the Ordered Panel Services in accordance with this Order Form and the Terms and Conditions.
- (v) The Parties hereby acknowledge and agree that they have read this Order Form and the Terms and Conditions and by signing below agree to be bound by this Legal Services Contract.
- (vi) In accordance with paragraph 7 of Panel Schedule 5 (Ordering Procedure), the Parties hereby acknowledge and agree that this Legal Services Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of this Order Form (together with the Terms and Conditions) from the Supplier within two (2) Working Days from such receipt.

1.1	Contract Reference 12718
1.2	The Secretary of State for Education acting as part of the Crown Sanctuary Buildings, Great Smith Street, London SW1P 3BT acting through the Department for Education ("DFE") ("CUSTOMER")
1.3	Kingsley Napley 20 Bonhill Street, London EC2A 4DN ("SUPPLIER")

1.4	Commencement Date: 31st January 2022
1.5	Term (delete either (a) or (b), as appropriate. (a) Expiry Date Expiry date of Legal Services Contract Term 31 st January 2023 with option to extend for a further 12 months to 31st January 2024
1.6	Signed for and on behalf of the Customer by an authorised representative:
	Name and Title [REDACTED]
	Signature [REDACTED]
	Date
1.7	Signed for and on behalf of the Supplier by an authorised representative:
	Name and Title [REDACTED]
	Signature [REDACTED]
	Date

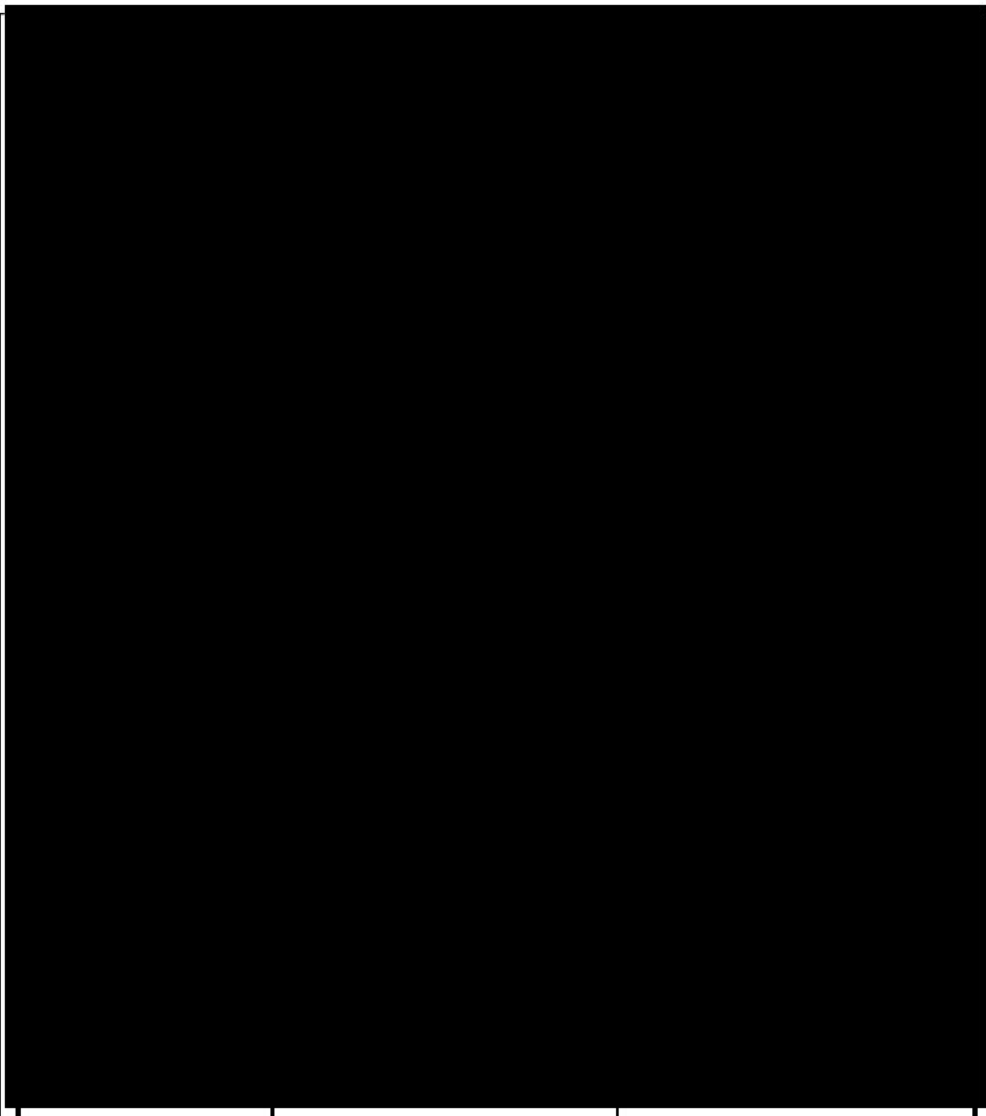


SECTION B

1. PANEL SERVICES

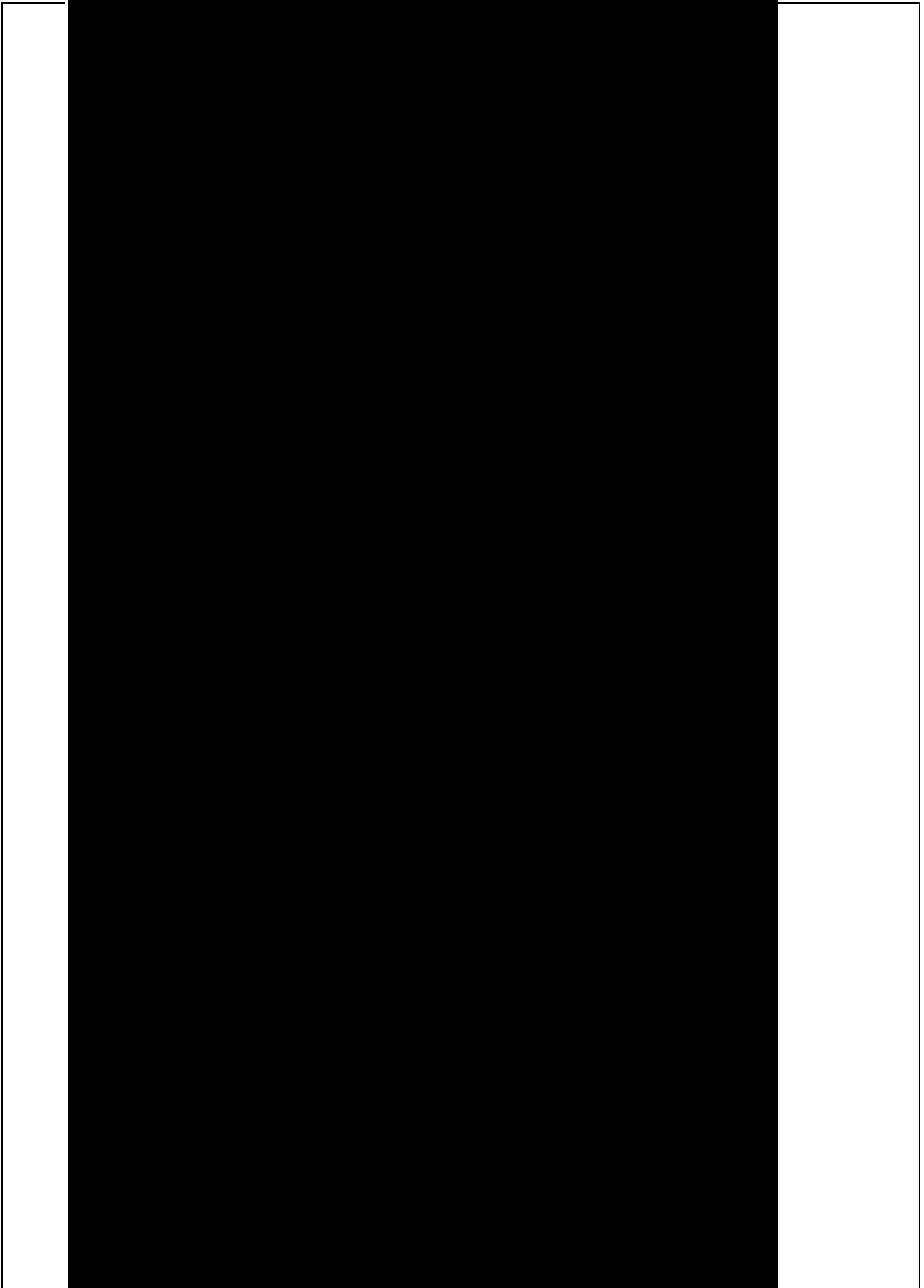
1.1	<p>Panel Services:</p> <p>The Supplier shall provide Presenting Officer services to assist the Customer in the investigation, presentation and conclusion of cases of alleged teacher misconduct referred to the Department for Education. Where requested, the Supplier will undertake the initial investigation of cases that are referred to the Department for Education. This will involve acknowledging receipt of cases, contacting interested parties, preparing a consideration form and evidence bundle for a Department for Education Determination Panel Meeting all within agreed service levels.</p> <p>The Department for Education refers cases to Professional Conduct Panel hearings (PCP) or Professional Conduct Panel meetings (PCPM) where there is a case to answer, the allegations are considered to be sufficiently serious, if found to be proven, to potentially result in a prohibition order being imposed. Cases referred to a PCP/PCPM will be allocated to the Supplier.</p> <p>The Supplier will prepare and present cases before PCP/PCPM and represent the Department for Education in responding to an application to set aside a Prohibition Order.</p> <p>The Supplier will attend in person or by telephone, as required, any Case Management Hearing (CMH)</p> <p>The full Statement of Requirements is set out in Section C.</p>
1.2	<p>Management and review of the Services</p> <p>The contract will be managed through the standard Teaching Regulation Agency (TRA) contract management process. Contract review meetings will take place Bi - monthly (Monthly Contract Review) and quarterly (Quarterly Executive Review Meetings).</p> <p>Bi - Monthly Contract Review meetings will consider contractual performance (e.g. time bound, qualitative and financial) against the requirements of the contract specification. Where appropriate the discussion will also consider legal, legislative or procedural requirements, complex cases by exception and issues/risk to delivery. Standard agendas, formal minutes and a Risk, Actions, Issues and Decisions (RAID) log will be used for meeting management and audit purposes.</p> <p>The supplier will be required to submit a monthly performance report, an example of this can be found at Annex C9.</p> <p>Case files and Management information will be requested in advance as required.</p> <p>Quarterly Executive Review Meetings – A strategic ‘relationship’ discussion to consider contractual trends, behaviours, case law impacting on the contractors ability to meet their contractual obligations and any overarching or strategic issues or risk.</p>

1.3	<p>Place of performance</p> <p>Panel Services will principally be performed at the Supplier's offices. Cheylesmore House, 5 Quinton Road, Coventry CV1 2WT</p> <p>PCP/PCPMs/CMHs may however be held outside of the Coventry Office and in exceptional circumstances anywhere in England for the following reasons a) where the DfE is unable to accommodate a hearing in its offices – the DfE's aim would be to seek alternative accommodation as close to the DfE's offices as possible; or b) in order to assist a teacher or representative with a disability or other agreed exceptional circumstances to attend a hearing that they could not attend in Coventry.</p>
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2. CHARGES

2.1a	
2.1b	
2.2	

2.3	



2.4	Capped Price Not used.	
2.5	Risk and Reward Price Not Used.	
2.6	Alternative Fee Arrangement Not Used.	
2.7	Other Costs Reimbursable Expenses Expenses are included as stated in Section B of this order form. Disbursements Disbursements shall only be payable where the Customer has authorised that the Disbursements may be incurred in advance. <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div>	

	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]

3. MISCELLANEOUS

3.1	CUSTOMER REPRESENTATIVE	
	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
3.2	SUPPLIER REPRESENTATIVE	
	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
3.3	KEY PERSONNEL	
	Role	Name

		[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED] [REDACTED]
		[REDACTED]	[REDACTED] [REDACTED] [REDACTED]
		[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]

3.4

NOTICES
Department for Education

Cheylesmore House, Coventry CV1 2WT

Kingsley Napley
Knights Quarter, 14 St John’s Lane, London EC1M 4AJ

3.5

CUSTOMER BILLING ADDRESS
Invoices shall be sent electronically to [REDACTED], by working day 10 of the month following the billing month, billing address Teaching Regulation Agency, Cheylesmore House, 5 Quinton Road, Coventry, CV1 2WT. An invoice is a “Valid Invoice” if it is legible and includes:

- ☐ the date of the invoice;
- ☐ supplier’s full name and address;
- ☐ contract reference number;
- ☐ case reference number;
- ☐ the charging period;
- ☐ a detailed breakdown of the appropriate Charges including deliverables or milestones achieved (if applicable);
- ☐ days and times worked (if applicable);

3.5

	<input type="checkbox"/> Service Credits (if applicable); and <input type="checkbox"/> VAT if applicable. The DFE shall not pay an invoice which is not a Valid Invoice.
3.6	SUPPLIER BANK DETAILS To ensure timely payment of invoices to these services, it is requested that the supplier ensure that all details are provided to the Department within 2 weeks of contract commencement in line with the agreed processes.
3.7	CUSTOMER'S PURCHASE ORDER NUMBER TBC
3.8	APPROVED SUB-CONTRACTORS N/A
3.9	BCDR Within two (2) months after the Commencement Date, the Supplier and the Customer will agree any specific additional requirements to the Panel Agreement level BCDR plan in respect of the Ordered Panel Services and the Supplier will deliver to the Customer the agreed BCDR plan.
3.10	Exit Management: In Schedule 2 (Exit Management)
3.11	Transparency Reports In Contract Schedule 4 (Transparency Reports)
3.12	Call Off Guarantee (Clause 10 of the Legal Service Contract): [Not required]

4. VARIATIONS TO THE TERMS AND CONDITIONS

4.1	Liability cap The aggregate liability, whether to the Customer or any third party and whether in contract, tort or otherwise of the Supplier, its personnel and agents for any losses in any way connected with any of the Panel Services provided to the Customer under the term of this Legal Services Contract (and including interest) shall not exceed £20,000,000 per claim. It is agreed that the limitations set out in this clause are reasonable having regard to an assessment of the amount of any likely liability to the Customer if the Supplier makes a mistake, the availability and cost of professional indemnity insurance and possible changes in the future availability and cost of insurance and solvency of insurers
4.2	Conflicts of Interest N/A
4.3	Confidentiality All papers and proceedings will be treated as confidential by the Presenting Officer and will not be disclosed to any third party without DfE's prior written permission. Presenting Officers will be required to confirm that all data received will be kept secure in accordance with the 7th Data Protection Principle as contained in the provisions of the Data Protection Act 1998 and to act in respect of any such data in accordance with any instructions given by DfE"
4.5	Intellectual Property Rights As specified in Clause 8.
4.6	Special Clauses In accordance with Call-Off Contract clauses, the Supplier must agree to unqualified acceptance of the Customers Special Terms as these will apply to the RM3786 Call-Off Contract terms – as set out in Annex B1 of this Section B. This annex includes the following clauses: <ol style="list-style-type: none"> 1. General Data Protection Regulation (GDPR) 2. Departmental Security Standards
4.7	Service Standards and KPI's As specified in Annex C3 of Section C of this Order Form. In the event of failure by the supplier to meet one or more of the Key Performance indicators (Annex C3 – Section 1) in any two consecutive months of the contract, this shall be treated as a material breach of contract. The customer reserves the right to apply the clauses as specified in 11.2 of the Call-off order terms and conditions.

Annex B1 to Section B

General Data Protection Regulation (GDPR)

“Controller”, “Processor,” “Data Subject”, “Personal Data”, “Personal Data Breach”, “Data Protection Officer”	take the meaning given in the GDPR
“Data Loss Event”	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach.
“DPA 2018”	Data Protection Act 2018
“Data Protection Impact Assessment”	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
“Data Protection Legislation”	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
“Data Subject Request”	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
“GDPR”	the General Data Protection Regulation (Regulation (EU) 2016/679)

“Joint Controllers”	Where two or more Controllers jointly determine the purposes and means of processing
“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 Processor is bound to comply;
“LED”	Law Enforcement Directive (Directive (EU) 2016/680)
“Processor Personnel”	employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Contract.
“Protective Measures”	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those set out in the Contract.
“Sub-processor”	any third Party appointed to process Personal Data on behalf of the Processor related to this Contract

Data Sharing Agreement

1 Joint Control of Personal Data

- 1.1 This Agreement sets out the framework for the sharing of Personal Data between the Parties. The Parties acknowledge that for the purposes of the Data Protection Legislation, this is a Joint Controller agreement and that Controller 1 will disclose to Controller 2 Shared Personal Data collected by it for the Purpose set out in Annex 1.

Exclusive Point of Contact

- 1.2 Controller 1 shall be the Exclusive Point of Contact ("Exclusive Point of Contact") for Data Subjects in **Annex 1** who shall:
- 1.2.1 direct Data Subjects to the Exclusive Point of Contact's Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
 - 1.2.2 be responsible for the Parties' compliance with all duties to provide information under Articles 13 and 14 of the GDPR including by providing all Data Subjects with a privacy notice regarding the Controller 2's processing of the Shared Personal Data; and
 - 1.2.3 make available to Data Subjects the essence of this **clause** (and notify them of any changes to it) concerning the allocation of responsibilities as Controller and its role as Exclusive Point of Contact. This must be outlined in the Exclusive Point of Contact's privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

Responsibilities of the Parties

- 1.3 Controller 1 warrants and undertakes that it is entitled to provide the Shared Personal Data to Controller 2 for the Purposes and that it will ensure that the Shared Personal Data is accurate.
- 1.4 Each Party shall:

- 1.4.1 process the Shared Personal Data only for the Purposes and in accordance with the provisions of Annex 1 and the data protection principles specified in the Data Protection Legislation;
- 1.4.2 notify each other immediately if it receives any request, complaint or communication made as referred to in this clause;
- 1.4.3 provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in the preceding sub-clause to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation.
- 1.4.4 ensure there is a lawful reason for all Processing in accordance with the Data Protection Legislation;
- 1.4.5 not disclose or allow access to the Shared Personal Data to anyone other than an approved Sub-processor;
- 1.4.6 request from the Data Subject only the minimum information necessary to carry out the Purposes and treat such extracted information as Confidential Information.
- 1.4.7 ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data
- 1.4.8 take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that they:
 - a) are aware of and comply with their duties under this **Clause 3** [and those in respect of Confidential Information];
 - b) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so;
 - c) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;
- 1.4.9 ensure that it has in place Protective Measures as appropriate to protect against a Personal Data Breach having taken account of the:

- a) nature of the data to be protected;
- b) harm that might result from a Personal Data Breach;
- c) state of technological development; and
- d) cost of implementing any measures.

1.4.10 ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that the Contractor holds; and

1.4.11 ensure that it notifies the other Party as soon as it becomes aware of a Personal Data Breach.

Personal Data Breach

1.5 Each Party shall use its reasonable endeavours to assist the other to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this clause in such a way as to cause the other to breach any of the its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

1.6 Each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the other Party and its advisors with:

1.6.1 sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation;

1.6.2 all reasonable assistance, including:

- a) co-operation with the other Party and the Information Commissioner
- b) investigating or assisting the investigation of the Personal Data Breach and its cause,
- c) mitigating and remedying a Personal Data Breach;
- d) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach;

- e) where it is appropriate, providing the other Party and the Information Commissioner with complete information relating to the Personal Data Breach.
- 1.7 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as if it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and in any event within 48 hours upon becoming aware of the Personal Data Breach:
- 1.7.1 the nature of the Personal Data Breach;
 - 1.7.2 the nature of Personal Data affected;
 - 1.7.3 the categories and number of Data Subjects concerned;
 - 1.7.4 the name and contact details of their Data Protection Officer or other relevant contact from whom more information may be obtained;
 - 1.7.5 measures taken or proposed to be taken to address the Personal Data Breach; and
 - 1.7.6 a description of the likely consequences of the Personal Data Breach.
- 1.7.7 In the event of any Personal Data Breach by one controller, the other controller reserves the right to terminate the contract, based on the severity as this shall be treated as a material breach of this contract in accordance with clause 11.2 of the Call-off order terms and conditions.

Data Protection Impact Assessment

- 1.8 Each Party shall provide all reasonable assistance to the other in preparing any data protection impact assessment as may be necessary (including provision of detailed information and assessments in relation to processing operations, risks and measures).

Transfer outside the EEA

- 1.9 The Parties shall:

- 1.9.1 not transfer Shared Personal Data outside of the EEA unless the prior written consent of the other Party has been obtained and the following conditions are fulfilled:
- a) appropriate safeguards are in place in relation to the transfer (whether in accordance with GDPR Article 46 or Chapter 5 of the DPA 2018);
 - b) the Data Subject has enforceable rights and effective legal remedies; and
 - c) it complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that are transferred.

Financial Penalties and Risk

- 1.10 If financial penalties are imposed by the Information Commissioner on either Party for a Personal Data Breach ("Financial Penalties") then the following shall occur:
- 1.10.1 If Controller [1] is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of Controller [1], its employees, agents, contractors (other than Controller 2) or systems and procedures controlled by Controller [1], then Controller [1] shall be responsible for the payment of such Financial Penalties. In this case, Controller [1] will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such data incident. [Controller 2] shall provide to Controller [1] and its third party investigators and auditors, on request and at Controller [1]'s reasonable cost, full cooperation and access to conduct a thorough audit of such data incident;
- 1.10.2 If Controller 2 is responsible for the Personal Data Breach, in that it is not a breach that the Controller [1] is responsible for, then Controller 2 shall be responsible for the payment of these Financial Penalties. Controller [1] will provide to [Controller 2] and its auditors, on request and at Controller 2's reasonable cost, full cooperation and access to conduct a thorough audit of such data incident.
- 1.10.3 If responsibility is unclear, then the Parties as Joint Controllers shall work together to investigate the relevant data incident and allocate responsibility for any Financial Penalties, or, by agreement, split any Financial Penalties

equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to Dispute Resolution.

1.10.4 If either Party is the defendant in a legal claim brought by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of a court of competent jurisdiction or the Information Commissioner to be responsible for the Personal Data Breach shall be liable for the losses arising from such breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court or the Information Commissioner, as the case may be.

1.11 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the "Claim Losses"):

1.11.1 the Party responsible for the relevant breach shall be responsible for the Claim Losses; and

1.11.2 if responsibility is unclear, then the Parties shall be responsible for the Claim Losses equally.

1.12 Each Party shall each hold adequate insurance cover in the event of a Personal Data Breach.

Sub-processors and third parties

1.13 In respect of any Processing of Personal Data by a third party or Sub-processor of a Party, the Party employing the Sub-processor shall:

1.13.1 carry out adequate due diligence on such third party or Sub-processor to ensure that it is capable of providing the level of protection for the Personal Data as is required by this clause and provide evidence of such due diligence to the other Party where reasonably requested by the other Party or the Information Commissioner; and

1.13.2 ensure that a suitable agreement is in place with the third party or the Sub-processor including as may be required under applicable Data Protection Legislation.

Data Retention

- 1.14 As soon as practicable after it has ceased to be appropriate to retain the Personal Data under Data Protection Legislation and its privacy policy the Parties shall:
- 1.14.1 erase Personal Data from any computers, storage devices and storage media and
 - 1.14.2 take all further action as may be necessary or desirable to ensure its compliance with Data Protection Legislation and its privacy policy.
- 1.15 For the avoidance of doubt, this sub-clause shall not apply to Personal Data that is retained by a Party for a lawful reason under the Data Protection Legislation.

ANNEX 1: PROCESSING BY JOINT CONTROLLERS

For the purposes of this annex:

1. The contact details of Controller 1's Data Protection Officer are:

[REDACTED]

2. The contact details of the Controller 2's Data Protection Officer are:

[REDACTED]

Subject matter of the data sharing	<p>The processing of personal data is needed to ensure the effective delivery of the contract to investigate referrals of teacher misconduct.</p> <p>Shared data includes information pertaining to instructed cases gathered throughout the course of the witness interview and case formation process to investigate referrals of teacher misconduct</p> <p>Data sharing and processing is also required to prepare and present cases of serious teacher misconduct on behalf of the Department for Education before a Professional Conduct Panel.</p>
Permitted purpose of the data sharing	<p>Controller 1 may act as a data controller purely for the purposes of:</p> <ul style="list-style-type: none">• Undertaking an investigation as set out in the Investigation Plan and submit an evidence bundle, including proposed particularised allegations to the DfE, which contains all relevant information to enable a Determination Meeting to decide whether there is a case to answer.• Prepare and present a case of serious teacher misconduct to a Professional Conduct Panel as set out in the hearing plan. <p>All of which will contribute to the appropriate assessment of teacher misconduct cases, ensuring the [propriety of the teaching workforce]. Not sharing such data would prevent the undertaking of the</p>

	<p>necessary investigatory work required to meet the DfE's statutory obligation to undertake this work.</p> <p>Controller 1 is NOT permitted to control or use data for any commercial or marketing purposes.</p>
Data Minimisation	<p>Controllers 1 and 2 shall be deemed joint controllers of any data gathered throughout the course of the witness interview and case formation process.</p> <p>Both controllers shall limit data sharing to only data which is deemed directly or indirectly relevant to the specified case – irrespective of its perceived impact on the outcome of the case.</p>
Shared Personal Data – categories of personal data	<p>The types of personal data related to the teacher and other parties may include</p> <ul style="list-style-type: none"> • Title (e.g. Mr / Mrs / Miss / Ms) • Surname • Forename(s) • Date of birth • Teacher's age (if date of birth is not known) • Previous names or aliases • male or female • Nationality • National Insurance Number • Qualified Teacher Status • Teacher Reference Number (if applicable) • Contact address • Postcode • Country • Home telephone number • Mobile number • Work telephone number • Email address • Role title • School name • School address • Images (including CCTV images)
Shared Personal Data - categories of Data Subject	<ul style="list-style-type: none"> • Teachers • Members of the public

	<ul style="list-style-type: none"> • Police • Disclosure and Barring Service • Teachers Employer • Department of Education employees • Department of Education legal contractors
Privacy Notices	It is the responsibility of each Controller involved in this agreement to ensure that their respective Privacy Notices are sufficiently detailed to cover the data sharing activity specified in this DSA, including the purpose and the lawful basis for the sharing / processing.
Permitted Recipients	<p>The Parties to this Agreement, the employees of each Party, and previously approved sub-processors.</p> <p>It is agreed that only pre-determined individuals who have a genuine business need to see the data will have access to it once in possession. Both Controllers involved in this agreement will have knowledge of who will work with the data.</p>
The legal basis for Controller 1's processing of Shared Personal Data (in accordance with the GDPR and / or the DPA 2018).	<ul style="list-style-type: none"> • <i>Consent: the individual has given clear consent for you to process their personal data for a specific purpose.</i> • <i>Contract: the processing is necessary for a contract the Controller has with the individual, or because they have asked you to take specific steps before entering into a contract.</i> • <i>Legal obligation: the processing is necessary for the Controller to comply with the law (not including contractual obligations).</i>
The legal basis for Controller 2's processing of Shared Personal Data (in accordance with the GDPR and / or the DPA 2018).	<ul style="list-style-type: none"> • Public task: the processing is necessary for the Controller to perform a task in the public interest or for their official functions, and the task or function has a clear basis in law. • Schedule 2, S8 (d) and Schedule 10 (7)(d) of the Data Protection Act 2018: that the processing is necessary for the exercise of a function of the Secretary of State of the Department.

Frequency of the data sharing	Personal data will be shared between the Controllers when instructed or deemed necessary.
Method and format of transferring the data: Detail the agreed secure methods of transfer and the frequency.	All personal data must be transferred between Controller 1 and Controller 2 using the approved system referenced below and in accordance with the DfE Data Security standards. Data shall be shared in accordance with an agreed investigation plan and hearing plan unless laws or regulations dictate that this should be changed.
Systems used for sharing data	Secure data sharing platforms will be used, this will either be the contractors own platform or the DfE secure platform. This will also include using email exchange where appropriate, and using the required security classifications markings.
Duration of the data sharing	Data will be shared as appropriate from the effective date of the contract until cessation of the contract.
Handling data access requests	In the event of a Subject Access Request (SAR) or Freedom of Information Act (FoIA) request, Controller 2 will hold the responsibility for responding to these requests, however, Controller 1 commits to providing all reasonable assistance and co-operation in preparing these responses in an appropriate and timely manner.
Monitoring and review of this Data Sharing Annex	The effectiveness of the data sharing arrangement will be reviewed every 12 months as a minimum.

<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>The information contained within the case files will be retained by all Parties in line with their own retention policy.</p>

Departmental Security Standards

2. Departmental Security Standards for Business Services and ICT Contracts

<p>“BPSS”</p> <p>“Baseline Personnel Security Standard”</p>	<p>a level of security clearance described as pre-employment checks in the National Vetting Policy. Further information can be found at: https://www.gov.uk/government/publications/government-baseline-personnel-security-standard</p>
<p>“CCSC”</p> <p>“Certified Cyber Security Consultancy”</p>	<p>is NCSC's approach to assessing the services provided by consultancies and confirming that they meet NCSC's standards. This approach builds on the strength of CLAS and certifies the competence of Contractors to deliver a wide and complex range of cyber security consultancy services to both the public and private sectors. See website: https://www.ncsc.gov.uk/scheme/certified-cyber-consultancy</p>
<p>“CCP”</p> <p>“Certified Professional”</p>	<p>is a NCSC scheme in consultation with government, industry and academia to address the growing need for specialists in the cyber security profession and are building a community of recognised professionals in both the UK public and private sectors. See website: https://www.ncsc.gov.uk/scheme/certified-professional</p>
<p>“CC”</p> <p>“Common Criteria”</p>	<p>the Common Criteria scheme provides assurance that a developer's claims about the security features of their product are valid and have been independently tested against recognised criteria.</p>
<p>“CPA”</p> <p>“Commercial Product Assurance”</p> <p>[formerly called “CESG Product Assurance”]</p>	<p>is an ‘information assurance scheme’ which evaluates commercial off the shelf (COTS) products and their developers against published security and</p>

Document 2

Teaching Regulation Agency Presenting Officer Contract – Contract Ref 12718

	development standards. These CPA certified products can be used by government, the wider public sector and industry. See website: https://www.ncsc.gov.uk/scheme/commercial-product-assurance-cpa
<p>“Cyber Essentials”</p> <p>“Cyber Essentials Plus”</p>	<p>Cyber Essentials is the government backed, industry supported scheme to help organisations protect themselves against common cyber-attacks. Cyber Essentials and Cyber Essentials Plus are levels within the scheme.</p> <p>There are a number of certification bodies that can be approached for further advice on the scheme; the link below points to one of these providers: https://www.iasme.co.uk/apply-for-self-assessment/</p>
<p>“Data”</p> <p>“Data Controller”</p> <p>“Data Processor”</p> <p>“Personal Data”</p> <p>“Sensitive Personal Data”</p> <p>“Data Subject”, “Process” and “Processing”</p>	shall have the meanings given to those terms by the Data Protection Act 2018
<p>"Department's Data"</p> <p>"Department's Information"</p>	<p>is any data or information owned or retained in order to meet departmental business objectives and tasks, including:</p> <p>(a) any data, text, drawings, diagrams, images or sounds (together with any repository or database made up of any of these components) which are embodied in any electronic, magnetic, optical or tangible media, and which are:</p> <p>(i) supplied to the Contractor by or on behalf of the Department; or</p> <p>(ii) which the Contractor is required to generate, process, store or transmit pursuant to this Contract; or</p>

	(b) any Personal Data for which the Department is the Data Controller;
“DfE” “Department”	means the Department for Education
“Departmental Security Standards”	means the Department’s security policy or any standards, procedures, process or specification for security that the Contractor is required to deliver.
“Digital Marketplace / GCloud”	the Digital Marketplace is the online framework for identifying and procuring cloud technology and people for digital projects. Cloud services (e.g. web hosting or IT health checks) are on the G-Cloud framework.
“FIPS 140-2”	this is the Federal Information Processing Standard (FIPS) Publication 140-2, (FIPS PUB 140-2), entitled ‘Security Requirements for Cryptographic Modules’. This document is the de facto security standard used for the accreditation of cryptographic modules.
“Good Industry Practice” “Industry Good Practice”	means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.
“Good Industry Standard” “Industry Good Standard”	means the implementation of products and solutions, and the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.
“GSC” “GSCP”	means the Government Security Classification Policy which establishes the rules for classifying HMG information. The policy is available at: https://www.gov.uk/government/publications/government-security-classifications
“HMG”	means Her Majesty’s Government

“ICT”	means Information and Communications Technology (ICT) is used as an extended synonym for information technology (IT), used to describe the bringing together of enabling technologies used to deliver the end-to-end solution
“ISO/IEC 27001” “ISO 27001”	is the International Standard for Information Security Management Systems Requirements
“ISO/IEC 27002” “ISO 27002”	is the International Standard describing the Code of Practice for Information Security Controls.
“ISO 22301”	is the International Standard describing for Business Continuity
“IT Security Health Check (ITSHC)” “IT Health Check (ITHC)” “Penetration Testing”	means an assessment to identify risks and vulnerabilities in systems, applications and networks which may compromise the confidentiality, integrity or availability of information held on that IT system.
“Need-to-Know”	the Need-to-Know principle is employed within HMG to limit the distribution of classified information to those people with a clear ‘need to know’ in order to carry out their duties.
“NCSC”	The National Cyber Security Centre (NCSC) formerly CESG is the UK government’s National Technical Authority for Information Assurance. The NCSC website is https://www.ncsc.gov.uk
“OFFICIAL” “OFFICIAL-SENSITIVE”	the term ‘OFFICIAL’ is used to describe the baseline level of ‘security classification’ described within the Government Security Classification Policy (GSCP) which details the level of protection to be afforded to information by HMG, for all routine public sector business, operations and services. the ‘OFFICIAL–SENSITIVE’ caveat is used to identify a limited subset of OFFICIAL information that could have more damaging consequences (for individuals, an organisation or government generally) if it were

	lost, stolen or published in the media, as described in the Government Security Classification Policy.
<p>“Secure Sanitisation”</p>	<p>Secure sanitisation is the process of treating data held on storage media to reduce the likelihood of retrieval and reconstruction to an acceptable level. Some forms of sanitisation will allow you to re-use the media, while others are destructive in nature and render the media unusable. Secure sanitisation was previously covered by “Information Assurance Standard No. 5 - Secure Sanitisation” (“IS5”) issued by the former CESG. Guidance can now be found at: https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media</p> <p>The disposal of physical documents and hardcopy materials advice can be found at: https://www.cpni.gov.uk/secure-destruction</p>
<p>“Security and Information Risk Advisor”</p> <p>“CCP SIRA”</p> <p>“SIRA”</p>	<p>the Security and Information Risk Advisor (SIRA) is a role defined under the NCSC Certified Professional (CCP) Scheme. See also: https://www.ncsc.gov.uk/articles/about-certified-professional-scheme</p>
<p>“SPF”</p> <p>“HMG Security Policy Framework”</p>	<p>This is the definitive HMG Security Policy which describes the expectations of the Cabinet Secretary and Government’s Official Committee on Security on how HMG organisations and third parties handling HMG information and other assets will apply protective security to ensure HMG can function</p>

	effectively, efficiently and securely. https://www.gov.uk/government/publications/security-policy-framework
"Tailored Assurance" [formerly called "CTAS", or, "CESG Tailored Assurance"]	is an 'information assurance scheme' which provides assurance for a wide range of HMG, MOD, Critical National Infrastructure (CNI) and public sector customers procuring IT systems, products and services, ranging from simple software components to national infrastructure networks. https://www.ncsc.gov.uk/documents/ctas-principles-and-methodology

2.1. The Contractor shall comply with Departmental Security Standards for Contractors which include but are not constrained to the following clauses.

- (Guidance: Providers on the HMG Digital Marketplace / GCloud or Public Service Network (PSN) that have demonstrated compliance, as part of their scheme application, to the relevant scheme's security framework, such as the HMG Cloud Security Principles for the HMG Digital Marketplace / GCloud, may on presentation of suitable evidence of compliance be excused from compliance to similar clauses within the DfE Security Clauses detailed in this section (Section 2).)

2.2. Where the Contractor will provide ICT products or services or otherwise handle information at OFFICIAL on behalf of the Department, the requirements under Cabinet Office Procurement Policy Note – Use of Cyber Essentials Scheme certification - [Action Note 09/14](#) 25 May 2016, or any subsequent updated document, are mandated; that "contractors supplying products or services to HMG shall have achieved, and retain certification at the appropriate level, under the HMG Cyber Essentials Scheme". The certification scope must be relevant to the services supplied to, or on behalf of, the Department.

- (Guidance: Details of the acceptable forms of equivalence are stated at Section 9 of Annex A of the [Action Note 09/14](#) 25 May 2016).
- (Guidance: The Department's expectation is that the certification scope will be relevant to the services supplied to, or on behalf of, the Department. However, where a contractor or (sub) contractor is able to evidence a valid exception or certification to an equivalent recognised scheme or standard, such as ISO 27001, then certification under the Cyber Essentials scheme could be waived and this clause may be removed. Changes to the Cabinet Office Procurement Policy Note – Use of Cyber Essentials Scheme certification - [Action Note 09/14](#) 25 May 2016 will be tracked by the [DfE](#))
- (Guidance: The terms OFFICIAL and OFFICIAL-SENSITIVE are taken from the Government Security Classification Policy (GSCP). The Department's expectations are that all contractors shall handle the Department's information in a manner compliant with the GSCP – see 2.4 below. Details of the GSCP can be found on the GOV.UK website at: <https://www.gov.uk/government/publications/government-security-classifications>.)

2.3 The Contractor shall have achieved, and be able to maintain, independent certification to ISO/IEC 27001 (Information Security Management Systems Requirements). The ISO/IEC 27001 certification must have a scope relevant to the services supplied to, or on behalf of, the Department. The scope of certification and the statement of applicability must be acceptable, following review, to the Department, including the application of controls from ISO/IEC 27002 (Code of Practice for Information Security Controls).

- (Guidance: The Department's expectation is that Contractors claiming certification to ISO/IEC 27001 shall provide the Department with copies of their Scope of Certification, Statement of Applicability and a valid ISO/IEC 27001 Certificate issued by an authorised certification body. Where the provider is an SME that has a valid Cyber Essentials certification then certification under the ISO/IEC 27001 scheme could be waived and this clause may be removed.)

2.4 The Contractor shall follow the UK Government Security Classification Policy (GSCP) in respect of any Departmental Data being handled in the course of providing this service, and will handle this data in accordance with its security classification. (In the event where the Contractor has an existing Protective Marking Scheme then the Contractor may continue to use this but must map the HMG security classifications against it to ensure the correct controls are applied to the Departmental Data).

- (Guidance: The Department's expectations are that all contractors shall handle the Department's information in a manner compliant with the GSCP. Details of the GSCP can be found on the GOV.UK website at:
[https://www.gov.uk/government/publications/government-security-classifications.](https://www.gov.uk/government/publications/government-security-classifications))
- (Guidance: Compliance with the GSCP removes the requirement for the department to issue a Security Aspects Letter (SAL) to the contractor).

2.5 Departmental Data being handled in the course of providing an ICT solution or service must be segregated from all other data on the Contractor's or sub-contractor's own IT equipment to protect the Departmental Data and enable the data to be identified and securely deleted when required. In the event that it is not possible to segregate any Departmental Data then the Contractor and any sub-contractor shall be required to ensure that it is stored in such a way that it is possible to securely delete the data in line with Clause 2.14.

- (Guidance: Advice on HMG secure sanitisation policy and approved methods are described at <https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media>)

2.6 The Contractor shall have in place and maintain physical security, in line with those outlined in ISO/IEC 27002 including, but not limited to, entry control mechanisms (e.g. door access) to premises and sensitive areas

- (Guidance: Where the contractor's and sub-contractor services are wholly carried out within Departmental premises and all access to buildings or ICT systems is managed directly by the Department as part of the service, the Department shall be responsible for meeting the requirements of this clause and it need not be included.)

- 2.7 The Contractor shall have in place and maintain an access control policy and process for the logical access (e.g. identification and authentication) to ICT systems to ensure only authorised personnel have access to Departmental Data.
- (Guidance: Where the contractor's and sub-contractor services are wholly carried out within Departmental premises and all access to buildings or ICT systems is managed directly by the Department as part of the service, the Department shall be responsible for meeting the requirements of this clause and it need not be included.)
- 2.8 The Contractor shall have in place and shall maintain procedural, personnel, physical and technical safeguards to protect Departmental Data, including but not limited to: physical security controls; good industry standard policies and process; anti-virus and firewalls; security updates and up-to-date patching regimes for anti-virus solutions; operating systems, network devices, and application software, user access controls and the creation and retention of audit logs of system use.
- (Guidance: Where the contractor's and sub-contractor services are wholly carried out using Departmental ICT resources or locations managed directly by the Department as part of the service, the Department shall be responsible for meeting the requirements of this clause and it need not be included.)
- 2.9 Any data in transit using either physical or electronic transfer methods across public space or cyberspace, including mail and couriers systems, or third party provider networks must be protected via encryption which has been certified to FIPS 140-2 standard or a similar method approved by the Department prior to being used for the transfer of any Departmental Data.
- (Guidance: The terms "public space" and "cyberspace" are used to describe the internet and any commercially provided third party network used to transmit Departmental information. Even where the contractor's and sub-contractor services are wholly carried out using Departmental ICT resources managed directly by the Department as part of the service, if there is still the possibility of emails being sent to external addresses, this clause should be included.)
- 2.10 Storage of Departmental Data on any portable devices or media shall be limited to the absolute minimum required to deliver the stated business requirement and shall be subject to Clause 2.11 and 2.12 below.
- 2.11 Any portable removable media (including but not constrained to pen drives, flash drives, memory sticks, CDs, DVDs, or other devices) which handle, store or process Departmental Data to deliver and support the service, shall be under the control and configuration management of the contractor or (sub-)contractors providing the service, shall be both necessary to deliver the service and shall be encrypted using a product which has been certified to FIPS140-2 standard or another encryption standard that is acceptable to the Department.
- (Guidance: Where the use of removable media as described at Clause 1.10 above is either prohibited or not required in order to deliver the service this clause shall be revised as follows: - 'The use of removable media in any form is not permitted'.)

- 2.12 All portable ICT devices, including but not limited to laptops, tablets, smartphones or other devices, such as smart watches, which handle, store or process Departmental Data to deliver and support the service, shall be under the control and configuration management of the contractor or sub-contractors providing the service, and shall be necessary to deliver the service. These devices shall be full-disk encrypted using a product which has been certified to FIPS140-2 standard or another encryption standard that is acceptable to the Department.
- (Guidance: Where there is no suitable FIPS140-2 encryption product available to provide the necessary full-disk encryption, the Department shall agree a suitable alternative product that meets ‘industry good practice’ in this area with the contractor or sub-contractor. Where the contractor’s and sub-contractor services are wholly carried out using Departmental ICT resources managed directly by the Department as part of the service, the Department shall be responsible for meeting the requirements of this clause and it need not be included.)
- 2.13 Whilst in the Contractor’s care all removable media and hardcopy paper documents containing Departmental Data must be handled securely and secured under lock and key when not in use and shall be securely destroyed when no longer required, using either a cross-cut shredder or a professional secure disposal organisation.
- (Guidance: The term ‘lock and key’ is defined as: “securing information in a lockable desk drawer, cupboard or filing cabinet which is under the user’s sole control and to which they hold the keys”.)
 - (Guidance: Further advice on appropriate destruction and disposal methods for physical and hardcopy documents can be found at: <https://www.cpni.gov.uk/secure-destruction>)
- 2.14 When necessary to hand carry removable media and/or hardcopy paper documents containing Departmental Data, the media or documents being carried shall be kept under cover and transported in such a way as to ensure that no unauthorised person has either visual or physical access to the material being carried. This clause shall apply equally regardless of whether the material is being carried inside or outside of company premises.
- (Guidance: The term ‘under cover’ means that the information is carried within an opaque folder or envelope within official premises and buildings and within a closed briefcase or other similar bag or container when travelling outside of official premises or buildings).
- 2.15 At the end of the contract or in the event of equipment failure or obsolescence, all Departmental information and data, in either hardcopy or electronic format, that is physically held or logically stored on the Contractor’s ICT infrastructure must be securely sanitised or destroyed and accounted for in accordance with the current HMG policy using a NCSC approved product or method. Where sanitisation or destruction is not possible for legal, regulatory or technical reasons, such as a Storage Area Network (SAN) or shared backup tapes, then the Contractor or sub-contractor shall protect the Department’s information and data until the time, which may be long after the end of the contract, when it can be securely cleansed or destroyed.
- (Guidance: Where no departmental information or data shall be held by the Contractor or sub-contractor, in either physical or logical form this clause may be removed.)
 - (Guidance: Where there is no acceptable secure sanitisation method available for a piece of equipment, or it is not possible to sanitise the equipment due to an irrecoverable technical defect, the storage media involved shall be destroyed using an HMG approved

method described at <https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media>.)

- (Guidance: Further advice on appropriate destruction and disposal methods for physical and hardcopy documents can be found at: <https://www.cpni.gov.uk/secure-destruction>)
- (Guidance: The term ‘accounted for’ means that assets and documents retained, disposed of or destroyed should be listed and provided to the department as proof of compliance to this clause.)

2.16 Access by Contractor or sub-contractor staff to Departmental Data shall be confined to those individuals who have a “need-to-know” in order to carry out their role; and have undergone mandatory pre-employment screening, to a minimum of HMG Baseline Personnel Security Standard (BPSS); or hold an appropriate National Security Vetting clearance as required by the Department. All Contractor or sub-contractor staff must complete this process before access to Departmental Data is permitted.

- (Guidance: Further details of the requirements for HMG BPSS clearance are available on the website at: <https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>)
- (Guidance: Further details of the requirements for National Security Vetting, if deemed necessary for this contract are available at: <https://www.gov.uk/government/publications/hmg-personnel-security-controls>)

2.17 All Contractor or sub-contractor employees who handle Departmental Data must have annual awareness training in protecting information.

2.18 The Contractor shall, as a minimum, have in place robust Business Continuity arrangements and processes including IT disaster recovery plans and procedures that conform to ISO 22301 to ensure that the delivery of the contract is not adversely affected in the event of an incident. An incident shall be defined as any situation that might, or could lead to, a disruption, loss, emergency or crisis to the services delivered. If a ISO 22301 certificate is not available the Contractor will provide evidence of the effectiveness of their ISO 22301 conformant Business Continuity arrangements and processes including IT disaster recovery plans and procedures. This should include evidence that the Contractor has tested or exercised these plans within the last 12 months and produced a written report of the outcome, including required actions.

- (Guidance: The business continuity and disaster recovery plans should be aligned with industry good practice and it is the Department’s expectation that all vendors providing services or infrastructure to the Department will have plans that are aligned to the ISO 22301 standard in place. Further information on the requirements of ISO 22301 may be found in the standard.)

2.19 Any suspected or actual breach of the confidentiality, integrity or availability of Departmental Data being handled in the course of providing this service, or any non-compliance with these Departmental Security Standards for Contractors, or other Security Standards pertaining to the solution, shall be investigated immediately and escalated to the Department by a method agreed by both parties.

- (Guidance: The Department’s expectation is that any suspected or actual breach of the confidentiality, integrity or availability of the Department’s Data, or non-compliances, shall

be reported as incidents through the Department's nominated system or service owner and investigated by the vendor with outcomes being notified to the Department.)

- 2.20 The Contractor shall ensure that any IT systems and hosting environments that are used to handle, store or process Departmental Data shall be subject to independent IT Health Checks (ITHC) using a NCSC approved ITHC provider before go-live and periodically (at least annually) thereafter. The findings of the ITHC relevant to the service being provided are to be shared with the Department and all necessary remedial work carried out. In the event of significant security issues being identified, a follow up remediation test may be required.
- (Guidance: Further information on IT Health Checks and the NCSC CHECK Scheme which enables penetration testing by NCSC approved companies can be found on the NCSC website at: <https://www.ncsc.gov.uk/scheme/penetration-testing>.)
- 2.21 The Contractor or sub-contractors providing the service will provide the Department with full details of any storage of Departmental Data outside of the UK or any future intention to host Departmental Data outside the UK or to perform any form of ICT management, support or development function from outside the UK. The Contractor or sub-contractor will not go ahead with any such proposal without the prior written agreement from the Department.
- (Guidance: The offshoring of HMG information outside of the UK is subject to approval by the Departmental SIRO.
- 2.22 The Department reserves the right to audit the Contractor or sub-contractors providing the service within a mutually agreed timeframe but always within seven days of notice of a request to audit being given. The audit shall cover the overall scope of the service being supplied and the Contractor's, and any sub-contractors, compliance with the clauses contained in this Section.
- 2.23 The Contractor shall contractually enforce all these Departmental Security Standards for Contractors onto any third-party Contractors, sub-contractors or partners who could potentially access Departmental Data in the course of providing this service.
- 2.24 The Contractor and sub-contractors shall undergo appropriate security assurance activities as determined by the Department. Contractor and sub-contractors shall support the provision of appropriate evidence of assurance and the production of the necessary security documentation such as completing the DfE Security Assurance Model (DSAM) process or the Business Service Assurance Model (BSAM). This will include obtaining any necessary professional security resources required to support the Contractor's and sub-contractor's security assurance activities such as: a NCSC Certified Cyber Security Consultancy (CCSC) or NCSC Certified Professional (CCP) Security and Information Risk Advisor (SIRA)
- (Guidance: It is Departmental policy that Contractors of business services shall provide evidence of an acceptable level of security assurance concerning their organisation. Further advice and guidance on the Department's DSAM and BSAM processes can be supplied on request. Information about the HMG Contractor Assurance Framework can be found at: <https://www.gov.uk/government/publications/government-Contractor-assurance-framework>
 - (Guidance: Further information on the CCP and CCSC roles described above can be found on the NCSC website at: <https://www.ncsc.gov.uk/scheme/certified-professional> and

<https://www.ncsc.gov.uk/scheme/certified-cyber-consultancy>)

SECTION C – SPECIFICATION OF REQUIREMENTS

1. PURPOSE

1.

- 1.1 The Department for Education (DfE) is seeking to appoint up to 2 legal services suppliers (the Supplier) to provide Presenting Officer (PO) services to assist DfE in the investigation, presentation and conclusion of cases of alleged teacher misconduct referred to DfE. This service will include presenting cases on behalf of DfE in front of Professional Conduct Panels.
- 1.2 This document is a Request for Quote for the award of a legal services contract through the Crown Commercial Services (CCS) framework RM3788 – WPS Legal Services. This document contains a Statement of Requirements identifying and specifying the Ordered Panel Services required.
- 1.3 Due to the coronavirus (COVID-19) pandemic during 2020-2021, the DfE is using the financial year of 2019-20 as a baseline. DfE spend for Presenting Officer services in 2019-2020 was £1.715m. (exc VAT). The DfE outsourced 526 cases to be investigated by the presenting officer firms, held 78 Professional Conduct Panels, 18 Professional Conduct Panel Meetings and 30 Case Management Hearings.

2. BACKGROUND

- 2.1 As part of its broad policy portfolio, the DfE delivers Government policy for children's services and education, including higher and further education policy, apprenticeships and wider skills in England. Its role includes responsibility for policy relating to teachers and teaching including ensuring the supply of high-quality teachers, teacher training and responsibility for the regulation of teacher conduct.
- 2.2 Section 141A-E of the Education Act 2002 (the "Act") gives the Secretary of State for Education the power to investigate alleged cases of serious teacher misconduct. The Teaching Regulation Agency (TRA) is an executive agency of the DfE and acts on behalf of the Secretary of State to consider allegations of serious teacher misconduct.
- 2.3 The regulatory system (the "System") for teachers is set out in the Teachers' Disciplinary (England) Regulations 2012 (the "Regulations").
- 2.4 The DfE will intervene only in cases of the most serious teacher misconduct and a prohibition order is the only sanction available.

- 2.5 The System does not apply to cases relating to teacher incompetence and less serious conduct which should be dealt with at local school level by employers.
- 2.6 The System applies to all teachers, defined as those who are employed or engaged to carry out unsupervised teaching work in schools, (including independent, academies and free schools), sixth form colleges, 16-19 Academies, relevant youth accommodation and children's homes in England. "Teaching work" is defined in regulation 3 of the Regulations.
- 2.7 The current system for the regulation of the teaching profession came into operation on 1st April 2012 (the date the Regulations came into force), further details about the system can be found on GOV.UK at <https://www.gov.uk/government/collections/teacher-misconduct>. The key document is "Teacher misconduct – Disciplinary procedures for the teaching profession" <https://www.gov.uk/government/publications/teacher-misconduct-disciplinary-procedures> ("the Disciplinary Procedures"), non-statutory guidance, which sets out the DfE's procedure for conducting misconduct cases.
- 2.8 The Secretary of State has also issued "Teacher Misconduct - the prohibition of teachers" ("the Advice"), which sets out advice on factors relating to decisions leading to the prohibition of teachers, which can be found on GOV.UK at: <https://www.gov.uk/government/publications/teacher-misconduct-the-prohibition-of-teachers--3>

3. OVERVIEW OF THE REQUIREMENTS

- 3.1 Allegations of teacher misconduct are referred to the DfE from several sources, including schools, the police and the Disclosure and Barring Service and other interested organisations, or other regulators. On receipt of a teacher misconduct referral, the DfE may decide to allocate the investigation of this case to the Supplier. The Supplier will establish evidence for consideration by the DfE as to whether there is a case to answer. The DfE refers to Professional Conduct Panel hearings (PCPH) or Professional Conduct Panel meetings (PCPM), those cases in which the DfE is satisfied that there is a case to answer and in which the allegations are considered to be sufficiently serious, if found to be proven at their highest, to potentially result in a prohibition order being imposed. Cases referred to a PCPH/PCPM are allocated to a Supplier, (this is usually the supplier who investigated the cases but the DfE reserves the right to allocate the case as it see fit) to prepare for and present cases at a hearing or meeting (a case may be resolved by a PCPM where the teacher admits the allegation and the facts of the allegation against them). The Supplier will also be required to prepare and present cases at Case Management Hearings (CMH) and Set Asides as and when required.
- 3.2 Professional Conduct Panels ("Panel") consist of at least three members, with at least one

teacher and one lay member. The panel members are appointed by the Secretary of State following the principles set out in the Commissioner for Public Appointments Code and the departments guidance on public and ministerial appointments. There is an appraisal process to ensure that panellists are competent.

- 3.3 The DfE evaluates and monitors all cases in line with a risk framework. Of which, some will be deemed complex. Each complex case will be allocated a DfE Senior Responsible Officer who will be responsible for handling the case. The DfE can, at any stage of the proceedings, evaluate a case using the framework and/or change the risk assessment.
- 3.4 Where requested, the Supplier will undertake the investigation of cases which are referred to DfE. This will involve acknowledging receipt of a case, contacting interested parties, preparing an evidence bundle, including particularisation of an allegation/s for the DfE to make a case to answer decision within agreed service levels.
- 3.5 The Supplier will also undertake to prepare cases where a case to answer has been identified in relation to allegations of unacceptable professional conduct; conduct that may bring the profession into disrepute or conviction of a relevant offence; present cases before PCPH's; and represent the DfE in responding to an application to set aside a Prohibition Order.
- 3.6 The DfE cannot guarantee that any minimum level of casework will be referred to the Supplier, but it plans to schedule between 160 and 180 PCPHs/PCPMs to work through the back log of cases impacted by COVID-19. The number of cases will be evenly distributed between Suppliers. In 2019 - 20 DfE concluded 96 hearings, with 7 cases lasting 13 days, The number of PCPHs/PCPMs for the same period is broken down by duration as follows:

Half-day meeting	1 day hearing	2 day hearing	3 day hearing	Longer than 3 day hearing
18	13	33	11	21

- 3.7 The teacher concerned may represent themselves or be represented by any person of their choice, including a legal or trade union representative. A small number represent themselves. A minority of teachers do not attend their hearing. Subject to paragraphs 5.78 to 5.84 and 5.107 to 5.118 of the Procedures, the procedure at a professional conduct panel hearing will be determined by the chair, who will direct the parties to adopt an investigative rather than an adversarial approach. Hearing days normally run from 9.30 until 5.00, although they may start earlier or continue beyond that time, for example to enable completion of a witness's evidence or to allow the Panel to conclude its

decision making.

- 3.8 The Presenting Officer should arrive ahead of the hearing start time, to prepare for the PCPH/PCPM and to respond to any questions the DfE or other parties may have about the PCPH/PCPM, prior to the commencement of the PCPH/PCPM.
- 3.9 The Procedures provide that the DfE will also appoint an independent legal adviser to assist each Professional Conduct Panel. This service is delivered through separate contractual arrangements and is outside the scope of this requirement.
- 3.10 Where a person makes an application to the Secretary of State for a determination that a prohibition order should be reviewed, with a view to it being set aside (see Regulation 16 of the Regulations), the DfE will appoint a Presenting Officer and an independent legal adviser to assist the Panel. In 2018-2019, there were 10 set aside hearings.

4. STATEMENT OF REQUIREMENTS

4.1 Scope

- 4.1.1 The Supplier will prepare cases allocated to it for either a case to answer decision, or a PCPH/PCPM and act as Presenting Officer for the DfE at PCPH/PCPMs. The preparation of cases will be supervised by one of the individuals named as Key Personnel in the Order Form. The Supplier will also prepare cases for set asides and case management hearings.
- 4.1.2 The Presenting Officers are required to carry out their duties in accordance with inter alia:
 - 4.1.2.1 The Education Act 2002 (as amended);
 - 4.1.2.2 The Teachers' Disciplinary (England) Regulations 2012 and any subsequent regulations made under the relevant parts of the Act;
 - 4.1.2.3 The Disciplinary Procedures;
 - 4.1.2.4 The Prohibition Advice;
 - 4.1.2.5 Any associated guidance notes; and,
 - 4.1.2.6 Any instructions issued by the DfE.

4.2 Role of the Supplier

- 4.2.1 Presenting Officers are appointed by the Supplier to act on its behalf.
- 4.2.2 Subject to any other such guidance as may from time to time be issued to Presenting Officers,

the role of the Presenting Officer in investigating, preparing and presenting cases on behalf of the Supplier will include the steps set out below.

4.2.3 If considered appropriate the DfE will instruct the Supplier to set out an Investigation Plan, undertake the investigation as set out in the Investigation Plan and submit an evidence bundle, including proposed particularised allegations to the DfE, which contains all relevant information to determine whether there is a case to answer.

4.2.4 On receipt of a letter of instruction (an example is shown at Annex A) from the DfE, the Supplier will be required to:

4.2.4.1 Acknowledge receipt of the instruction within two working days of receipt.

4.2.4.2 Prepare and submit an Investigation Plan (an example is shown at Annex F) outlining the lines of enquiry the Supplier intends to take and the timescales anticipated to progress the investigation, identifying potential issues or difficulties in preparing the case. Set out which witnesses, if any, the Presenting Officer intends to approach and confirming the category of case to be investigated, (case categories are available at Annex D). The Investigation Plan should be submitted within 1 week of receipt of the instruction.

4.2.4.3 The Investigation Plan should ensure that the proposed action will be sufficient for the DfE to decide; that there is no case for the teacher to answer or that there is a case to answer and to refer the case to a professional conduct panel.

4.2.5 The Supplier should submit at least 95% of cases to the DfE within a maximum 15 weeks from the date of instruction to investigate.

4.2.6 All cases submitted will contain sufficient evidence to enable the DfE to make its decision as set out in paragraph 4.2.4.3

4.2.7 On receipt of the DfE's agreement to the Investigation Plan the Supplier will:

4.2.7.1 Carry out the agreed action to investigate the case.

4.2.7.2 Provide weekly updates from the date of instruction, including at the earliest opportunity bringing to the attention of the DfE, offer advice on any risks to the strength of the case.

4.2.7.3 Provide sufficient evidence for the DfE to make its decision as set out in paragraph 4.2.4.3.

4.2.8 If the DfE undertakes the investigation and the DfE decides the case should progress to a professional conduct panel (PCP), it will send the evidence gathered and the draft allegations to the Supplier.

4.2.9 Following the decision of the DfE to progress the case to a PCP, the DfE will instruct the Supplier and send the case papers and the Notice of Referral (NOR), (see example attached at Annex B) to the Supplier. On receipt of the instruction, the Supplier will be required to:

- 4.2.9.1 Consider all the case papers and advise the DfE on any matters arising;
- 4.2.9.2 Prepare and submit a Hearing Plan (an example is found at Annex G) within two weeks of receipt of the instruction. The Hearing plan must include: a plan for preparing the case; any advice where appropriate to assist the DfE; potential issues or difficulties associated with preparing the case; which witnesses, if any, the supplier intends to interview; and (if known) which witnesses will be called to give evidence.
- 4.2.9.3 Seek instructions on which witnesses to interview where necessary;
- 4.2.9.4 Provide a time estimate for the case to be ready to be presented at PCP; and
- 4.2.9.5 Identify the cost category that the Supplier believes the case falls into, to be agreed with the DfE.
- 4.2.10 Where a teacher requests that a case is disposed of via PCPM, the Supplier will:
 - 4.2.10.1 Be required within one week of receipt of the teachers request to prepare and send to the teacher a draft statement of agreed facts.
 - 4.2.10.2 Submit the agreed statement of facts and an agreed PCPM bundle to the DfE to consider whether the allegation may be considered without a hearing.
- 4.2.11 Where the case is to be disposed as a PCPM the Supplier will:
- 4.2.12 Within eight weeks of receipt of the instruction of the case, the Supplier will be required to:
 - 4.2.12.1 agree with the teacher a statement of agreed facts or determine that agreement is not possible, and prepare written submissions to the Panel;
 - 4.2.12.2 Interview witnesses, usually by telephone unless otherwise agreed by the DfE;
 - 4.2.12.3 Draft and secure signed witness statements, disclosing to the teacher at the earliest opportunity;
 - 4.2.12.4 Obtain any further documentary evidence additional to that considered by the DfE that the Presenting Officer considers necessary to enable the Panel to reach a decision.
- 4.2.13 Within twelve weeks of instruction of the case, the Supplier will be required to:
 - 4.2.13.1 Prepare a draft Notice of Hearings (NOH) in accordance with the requirements of the Disciplinary Procedures, specifying the allegations and particulars of the allegations to be met by the teacher, including advising on any necessary changes to the allegations; or
 - 4.2.13.2 In exceptional circumstances, where the Supplier considers that they cannot prepare a draft NOH, provide to the DfE a 12 -week review in the form of a report explaining the reasons why a NOH has not been drafted and setting out an action plan and timetable for

production of the NOH and rationale for such a timetable. (Annex E)

4.2.14 Between the service of the NOH and 2 weeks before the listed PCPH/PCPM date the Presenting Officer will:

- 4.2.14.1 Make any necessary arrangements to ensure the attendance of witnesses including, if necessary, applying to the DfE for authorisation to issue witness summonses where a witness is not prepared to attend voluntarily;
- 4.2.14.2 Where necessary, make applications for case management directions to assist vulnerable witnesses;
- 4.2.14.3 Make applications for any other necessary case management directions and respond to any case management direction applications made by the teacher. Case management applications will contain all relevant information and will be a proportionate response;
- 4.2.14.4 Attend in person or virtually, as required, any Case Management Hearing to present any application on behalf of the DfE or make representations if an application by, or on behalf of, the teacher is received, to which DfE is opposed;
- 4.2.14.5 Submit to the teacher or the teacher's representative and the Panel via the DfE a copy of any document or other evidence, including witness statements, which was not annexed to or enclosed with the NOH, or the reply to the NOH, as soon as they are readily available and no later than four weeks prior to the PCPH/PCPM.
- 4.2.14.6 Use best endeavors to reach agreement with the teacher or the teacher's representative regarding the admission of additional documents and the preparation of an agreed bundle of documents for use at the hearing; and
- 4.2.14.7 Prepare and send to the DfE an accurately indexed and paginated bundle of agreed documents and, where relevant a bundle of disputed documents in accordance with the disciplinary procedures. This must include all the relevant evidence, a chronology and, where necessary, an anonymised pupil list and a key to relevant individuals, to comply with the timescales in the Disciplinary Procedures for service of evidence.

4.2.15 Throughout the preparation of the case:

- 4.2.15.1 Correspond in a timely manner at intervals of not less than bi-monthly with the teacher, their representative and anyone else as agreed with the DfE. Keep parties informed of the progress of the case and respond to any correspondence from them within five working days unless evidence gathering requires a holding response to be sent advising of timeframe;
- 4.2.15.2 Secure the engagement of witnesses in the process through appropriate witness support

in line with published guidance which can be found at

<https://www.gov.uk/government/publications/teacher-misconduct-information-for-witnesses>;

- 4.2.15.3 Communicate in a timely manner with witnesses, and anyone else as agreed with the DfE, at intervals of not less than bi-monthly; this should be increased where case complexity means that long delays are expected and/or where witnesses are considered vulnerable, sensitive or likely to disengage, in which case witness support should be tailored to the needs of the witness and be sufficient and appropriate in order to secure and retain their ongoing engagement with the process;
 - 4.2.15.4 Provide advice on the number of witnesses that should be interviewed, balancing the need to produce strong evidence at the hearing with the need to ensure that cases are presented in a proportionate and cost effective way;
 - 4.2.15.5 Provide advice to the DfE and seek instructions from the DfE immediately where additional information comes to light which may affect the DfE's decision to pursue the case and, where instructed to do so, prepare a report to enable the case to be returned to the investigation stage; and
 - 4.2.15.6 Where it is known that the teacher is unrepresented and they may want to cross examine a vulnerable witness the Supplier should, at the earliest opportunity and no later than at the NOH stage, notify the DfE so that independent counsel can be considered to cross-examine the vulnerable witness on the teacher's behalf.
- 4.2.16 On the hearing date the Supplier will be available for all preliminary hearing activity, and:
- 4.2.16.1 Where appropriate seek instruction from the DfE should there be any significant developments during the hearing, and
 - 4.2.16.2 Provide a clear and robust presentation of the allegations and evidence with a view to proving the matters alleged to the Panel on behalf of the DfE; and
 - 4.2.16.3 Manage and support TRA witnesses with the assistance of staff from the DfE.
- 4.2.17 The expectation is that all relevant preparation will be carried out in advance of the PCPH/PCPM and there will be no changes to allegations, witness lists, or evidence unless the Supplier is able to provide evidence that this is unavoidable. Other than in exceptional circumstances no changes will be made at the PCPH/PCPM.
- 4.2.18 Within one day of the conclusion of the PCPH/PCPM, the Presenting Officer will inform the TRA witnesses of the PCPH/PCPM decision.

- 4.2.19 Where the Secretary of State is required to make a decision on prohibition the Presenting Officer will inform the TRA witnesses of the outcome of the decision within one day of that decision being made.
- 4.2.20 Templates for the hearing plan, twelve-week review, draft NOHs and case management applications will be provided to the Supplier by the DfE.
- 4.2.21 In carrying out these duties, the Presenting Officer will inform and advise the DfE, at the earliest opportunity, of any legal or procedural matters that may arise. Any advice will take full account of all relevant and prevailing law, including common legal matters arising, such as questions about the jurisdiction of the DfE and issues about the admissibility of evidence.
- 4.2.22 Presenting Officers will comply with stipulated time scales (unless agreed otherwise by the DfE for specific cases) for carrying out their work. The DfE will take account of school holidays in deciding whether to agree extended time scales, but Presenting Officers are expected to take all possible steps to ensure that school holidays do not delay the preparation of cases (for example by obtaining personal contact details for witnesses rather than school e-mail addresses and telephone numbers).
- 4.2.23 The Disciplinary Procedures require PCPH/PCPMs to direct the parties to adopt an investigative rather than an adversarial approach, and the Presenting Officer will observe this requirement when appearing before a PCPH/PCPM.
- 4.2.24 On request, the Supplier shall submit within five working days reports or data in respect of their role for the purposes of monitoring by the DfE. These may include information about progress of cases, data about costs paid, and reports of any outstanding costs.
- 4.2.25 The Supplier will submit a case progress report to the DfE weekly.
- 4.2.26 Presenting Officers may be asked to take part in, or lead, training for Panel members and /or DfE staff at no additional cost.
- 4.2.27 Presenting Officers may be instructed to provide other ad-hoc legal support ancillary to the Contract Services as and when required.
- 4.2.28 All papers and proceedings will be treated as confidential by the Presenting Officer and will not be disclosed to any third party without the DfE's prior written permission. Presenting Officers will be required to confirm that all data received will be kept secure in accordance with the Data Protection Act 2018, specifically Article 5(1)(f) as referred to within the General Data Protection Regulation 2018 and to act in respect of any such data in accordance with any instructions given by the DfE.

4.3 Service Levels and Performance

- 4.3.1 The DfE will monitor and measure the quality of the Supplier's services through the following:
- 4.3.1.1 Monitoring of reports of case progress provided by the Supplier.

- 4.3.1.2 Checking CTA Consideration Forms submitted by the Supplier.
- 4.3.1.3 Checking NOPs drafted by the Supplier.
- 4.3.1.4 Sampling case bundles produced by the Supplier.
- 4.3.1.5 Feedback from members of the Teacher Misconduct Unit about the administration of cases.
- 4.3.1.6 Monitoring of any complaints from teachers or other parties about Presenting Officers.
- 4.3.1.7 Occasional observation of hearings.
- 4.3.1.8 Feedback from panellists and their legal advisers about the quality of presentation of cases, including case bundles.
- 4.3.1.9 TRA directions and Case Management Hearings (CMH) outcomes are not adverse due to poor case management or lack of evidence unless justified.
- 4.3.1.10 Sampling of case files supplied by the Supplier to the DfE as notified.
- 4.3.2 Any issues arising from this monitoring will be shared with the relevant personnel at the Supplier, including the contract manager where the issue is serious or there is a pattern of issues.
- 4.3.3 DfE will hold contract review meetings set out in paragraph 4.10 to 4.10.5 with the Supplier and any concerns about compliance with this agreement will be raised at this meeting for comment.
- 4.3.4 The DfE will monitor and measure the quality of the Presenting Officer services by reference to the benchmarks set out in paragraphs 4.4 to 4.7.8
- 4.3.5 The key performance indicators that will be measured are detailed in Annex C.

4.4 Quality of Preparation of Cases

- 4.4.1 All draft NOHs contain accurate, complete and clear information and allegations, which do not require amendment by the DfE.
- 4.4.2 No allegations are found not proven as a result of poor drafting, either in relation to:
 - 4.4.2.1 Legal requirements for particularisation of allegations or;
 - 4.4.2.2 Available evidence
- 4.4.3 Other than in exceptional circumstances outside the control of the Presenting Officer case bundles are complete, allegations correctly worded and particularised appropriately, well ordered, correctly paginated, do not contain unnecessary or prejudicial material, contain no duplication and are indexed clearly. Where redactions have been made, consideration is given to removing the redaction altogether.

4.4.4 No cases are adjourned or postponed because of the need to, obtain more information where that need was reasonably foreseeable; call additional witnesses where it was reasonably foreseeable that the witness would need to be called, or because witnesses do not attend the hearing because of any failure of communication and witness support by the Presenting Officer.

4.5 Timescales for the Preparation of Cases

4.5.1.1 Targets set by the DfE for the receipt of cases ready to list for a hearing are consistently met.

4.5.1.2 Cases are progressed proactively, with actions taken in the most expeditious manner to ensure the smooth progress of the case.

4.6 Quality of Presentation of the Case

4.6.1 The Presenting Officer will be well prepared, with a good knowledge of the case and will present the case thoroughly. The Presenting Officer supported the case with an application/case bundle which the Panel found easy to navigate, was free from error and contained relevant, sound evidence, or where appropriate and evidence was not forthcoming and/or available, provided a sound explanation for that omission.

4.6.2 No well-founded complaints are received from witnesses about their treatment by the Presenting Officer or any of the Supplier's staff.

4.7 Financial Control

4.7.1 The DfE will operate a fixed day rate pricing mechanism based on the category of case as set out in the rate card. The case categories are:

- Category 1 Standard Investigation
- Category 2 Complex Investigation
- Category 3 Professional Conduct Panel Meeting
- Category 4 Standard Hearing
- Category 5 Complex Hearing
- Category 6 Exceptional

4.7.2 An initial analysis of the cost category for the case will be provided for both the Investigation Plan and the Hearing Plan document within five working days of receipt of the instruction from the DfE.

4.7.3 Any request for an amendment to the cost category of a case is made to the DfE as soon as the Supplier becomes aware of circumstances which may affect a change to this category.

- 4.7.4 Invoices for the preparation of the case are provided to the DfE within 10 working days following the end of the calendar month in which a draft NOH was accepted for listing, and invoices for presentation of the case are provided to the DfE within 10 working days following the end of the calendar month in which the case was complete.
- 4.7.5 Invoices for investigation of a case are provided to the DfE within 10 working days following the end of the calendar month in which the Determination Meeting make their decision. All invoices must have an itemised narrative, so that the DfE can assess costs incurred. (Annex H: Example Invoice)
- 4.7.6 The Contractor must inform the DfE of costs they will be invoicing for the following month (within 10 working days) at the end of the month so DfE finance are able to accrue this spend.
- 4.7.7 This information should provide details of the work the contractor has done on each case and the cost. DfE finance will reconcile the accrual when the invoices come in to ensure it is accurate. The costs and description on the invoice must match the costs on the rate card.
- 4.7.8 For additional costs outside the rate card, this must be documented on the invoice clearly stating the additional costs and the name of the person whom approved the costs. If costs change, the DfE will expect a revised invoice.

4.8 Personnel

4.8.1 The DfE requires anyone who will present a case at a hearing to be named as key personnel in the letter of appointment. Where the Supplier wishes to make additions to the list of key personnel, details of the individual concerned including their qualifications and experience must be provided to the Contract Manager for the DfE in advance for approval. The Supplier may use staff not named as key personnel to undertake preparation work. The DfE reserves the right to request that an individual is not involved in further preparation work where it has concerns about the quality of that individual's work.

4.8.2 Where all parties are available for a hearing and the Presenting Officer is unavailable the Supplier will provide another available member of key personnel, as outlined in

4.8.1. The Supplier will not charge for this change in personnel

4.8.3 A PCPH/PCPM will not be postponed or adjourned due to the unavailability of the Presenting Officer, other than in exceptional circumstances (e.g. sickness on the day of the hearing). In such circumstances, the Supplier will seek agreement to any postponement or adjournment from the DfE.

4.9 Location

4.9.1 The DfE is moving to a digital by default hearing model starting from January 2022. By default all PCPH/PCPMS will be held virtually, unless the teacher or the Presenting Officer requests otherwise, or the TRA determine a specific reason for the hearing to be held virtual. The DfE anticipates approx. between 50-70% of hearings will be held virtually and 30-50% of hearings will be held face to face. This is subject to change as the new hearing model is developed.

4.9.2 Face to face PCPHs/PCPMs are usually held at the DfE's offices currently at 5 Quinton Road, Coventry, CV1 2WT. PCPHs/PCPMs may however be held outside of the Coventry Office and in exceptional circumstances anywhere in England for the following reasons a) where the DfE is unable to accommodate a hearing in its offices – the DfE's aim then would be to seek alternative accommodation as close to the DfE's offices as possible; or b) in order to assist a teacher or representative with a disability or other agreed exceptional circumstances to attend a hearing that they could not attend in Coventry.

4.10 Management Information

4.10.1 The contract will be managed through the standard contract management process. Contract review meetings will take place Bi-monthly (Bi-monthly Contract Review) and quarterly (Quarterly Executive Review Meetings).

4.10.2 Bi-monthly Contract Review meetings will consider contractual performance (e.g. time bound, qualitative and financial) against the requirements of the contract specification. Where appropriate the discussion will also consider legal, legislative or procedural requirements, complex cases by exception and issues/risk to delivery. Standard agendas, formal minutes and a Risk, Actions, Issues and Decisions (RAID) log will be used for meeting management and audit purposes.

4.10.3 Quarterly Executive Review Meetings – A strategic 'relationship' discussion to consider contractual trends, behaviours, case law impacting on the contractor's ability to meet their contractual obligations and any overarching or strategic issues or risk.

4.10.4 The partner named in the letter of appointment will act as the main point of contact for the provision of the Presenting Officer services, and will be required to participate in regular contract reviews with the Contract Manager from the DfE and, at the DfE's discretion, its own Departmental Legal Advisers. These are expected to take place monthly.

4.10.5 The Supplier will be required to submit a management information report 5 working days

before the contract review meeting with the DfE. An example of management information required can be found at Annex C.

4.11 Contract Operation

4.11.1 Instructions for individual cases will be sent to the Supplier by the DfE.

4.11.2 The DfE is looking to award up to 2 contracts for Presenting Officer services and reserves the right to distribute cases between Suppliers at both investigation and PCPH/PCPM stage however it deems appropriate. This distribution will be managed to ensure that allocation avoids any conflict of interest and safeguards the DfE's performance as a regulatory body. The DfE is under no obligation to distribute cases equally between its appointed Suppliers.

4.11.3 Where a teacher appeals against the imposition of a prohibition order or the terms on which an order is made under regulation 17 of the Regulations, the DfE will usually instruct the Government Legal Department to have conduct of the case. The DfE may at its own discretion, however, offer the Supplier the opportunity to act on the DfE behalf in the appeal. When the DfE does so, the Supplier is required to instruct counsel from the Attorneys General's panel of counsel to appear at the hearing and to carry out any ancillary work such as preparing a respondent's notice etc.

4.11.4 The DfE publishes within its annual report key performance indicators. The DfE views Supplier performance as a critical enabler to meeting these performance indicators. For 2019-2020 these KPIs were twofold:

4.11.4.1 Cases of teacher misconduct referrals, excluding those involving the courts, police and where the Disclosure and Barring Service is involved, that are considered at a PCPH/PCPM are concluded on average within 52 weeks

4.11.4.2 Cases that are formally investigated are concluded or referred to a hearing within 20 weeks (median) from the date the investigation begins

5. CUSTOMER SERVICE

5.1 The DfE requires the Supplier to provide sufficient level of resource at the appropriate level of seniority including clear escalation routes throughout the duration of the contract in order to consistently deliver a quality service.

5.2 The Supplier should ensure that it has adequate resource to undertake the effective and just management of the cases DfE instructs the Supplier to progress on its behalf.

5.3 The Supplier will deliver the contract in an open, timely and co-operative manner and take in

account the needs and circumstances of the DfE. This includes reviewing previous decision documents on GOV.UK website to understand how allegations should be set out.

- 5.4 The Supplier Personnel assigned to the Presenting Officer services contract shall have the relevant qualifications, expertise and procedures to deliver the Ordered Panel Services.
- 5.5 The Supplier shall ensure that Supplier Personnel understand the DfE's vision and objectives and will provide excellent customer service to the DfE throughout the duration of the Legal Services Contract.

6. SOCIAL VALUE

- 6.1 The Civil Society Strategy sets out a commitment for [central government](#) to use its buying power to drive social change. The Supplier shall, throughout the term of this Agreement work to reduce its environmental impact and become more sustainable across the entirety of the Scheme. The Department reserves the right to request an annual report on the Suppliers commitment to social value.
- 6.2 the Supplier shall demonstrate an Organisational strategy aimed at supporting health and wellbeing, including physical and mental health, across the contract workforce.
- 6.3 The Supplier shall evidence methods of inclusive and accessible recruitment practices, development practices and retention focused activities including those provided in the <https://www.gov.uk/government/publications/disability-confident-and-cipd-guide-for-line-managers-on-employing-people-with-a-disability-or-health-condition/guide-for-line-managers-recruiting-managing-and-developing-people-with-a-disability-or-health-condition>.
- 6.4 The Supplier shall invest in the physical and mental health and wellbeing of the contract workforce by, for example, developing engagement plans to engage the contract workforce in deciding the most important issues to address.
- 6.5 The supplier must provide a supply chain map in order that we can determine any risks of modern slavery in the supply chain. Where the risks of modern slavery exist the supplier will be asked to complete a modern slavery assessment tool.

2. Annex A: Letter of Instruction

Good morning/afternoon

The case/s below has/have been uploaded to the portal for an investigation to be carried out.

Please confirm receipt of this email, providing the name of the investigating officer allocated to the case/s and arrange for submission of an Investigation Plan (IP) within 1 week from receipt of this instruction.

Please email the IP to (Case Manager's name and email address) and cc. (Caseworker's name and email address)

Kind regards

3. **Annex B : Notice of Referral**

Please find attached the relevant documents in relation to the case of (Name of Teacher).

Please confirm receipt of this email and provide the name of the presenting officer allocated to the case. The Department for Education (DfE) also require a Hearing Plan within the next two weeks.

The target date for the dispatch of a Draft Notice of Proceedings (DNOP) is 12 weeks from receipt of this email. The DfE will confirm the provisionally listed date for the hearing following receipt of the Hearing Plan.

The Initial Decision date is (Enter Date), 28 week target hearing date is (Enter Date) and the 52 week date is (Enter Date).

The address you should use to contact the teacher is on the enclosed Notice of Referral.

Should you have any queries please contact me.

4. Annex C: Summary of Presenting Officer Service Standards - TRA Key Performance & Contract Management Indicators

Section 1: TRA Key Performance Indicators. The DfE views the supplier's performance as a critical enabler to meeting these performance indicators

Para Ref	Service Standard (narrative)	TRA Key Performance Indicators
4.11.1.2	The Supplier will support the DfE to conclude teacher misconduct referrals that do not meet the requirement for a hearing.	Investigation: cases that are formally investigated are concluded or referred to a hearing within 20 weeks (median) from the date the investigation begins
4.11.1.1	The Supplier will support the DfE to conclude teacher misconduct referrals that are considered at a hearing.	Cases of teacher misconduct referrals, that are considered at a PCPH/PCPM are concluded on average within 52 weeks*

Section 2: Contract Management Key Performance Indicators. The indicators below should be reported against in contract review meetings with the DfE. Performance will be monitored in month and year to date from the start of the contract.

Para Ref	Service Standard (narrative)	Contract Management Indicators
4.2.5	The Supplier should submit at least 95% of cases to the DfE within a maximum 15 weeks from the date of instruction to investigate.	Investigation: cases that are formally investigated are concluded or referred to a hearing within 20 weeks (median) from the date the investigation begins
4.2.6	All cases submitted will contain sufficient evidence to enable the DfE to make its decision as set out in paragraph 4.2.4.3	100% of cases submitted should contain sufficient evidence to enable a Determination Meeting to make a final decision.
4.2.4.2	The Supplier will prepare an Investigation Plan.	Within one week of instruction.
4.2.9.2	Following a Determination Meeting decision to proceed to PCPH/PCPM, the Supplier will be instructed to prepare a hearing plan.	Hearing Plans to be received by the DfE within two weeks of the Supplier receiving a Notice of Referral.
4.2.13.1	The Supplier will draft a Notice of Proceedings.	Within twelve weeks of receipt of the instruction to prepare a Hearing Plan.

4.2.13.2	In exceptional circumstances the Supplier will provide mitigation and a plan for the production of the Notice of Proceedings.	Provide to the DfE an action plan and timetable for production of the NOH and rationale for such a timetable
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Section 3: Case/Contract Management Service Standards will be monitored regularly and any issues identified will be escalated to contract review meetings

Para Ref	Service Standard (narrative)	
4.2.4.1	The Supplier will acknowledge receipt of the instruction to investigate.	Within two working days of instruction.
4.2.7.2	The Supplier will provide weekly investigation updates on case progress.	weekly
4.2.10.1	Where a teacher requests a case is disposed of via PCPM, the Supplier will prepare and send to the teacher a draft statement of agreed facts.	Within one week of the teacher's request.
4.2.12.1	The Supplier will obtain a signed statement of agreed facts or determine where an agreement is not possible and will prepare a written submission for the PCPM.	Within eight weeks of the teacher's request.
4.2.12.2	The Supplier will interview witnesses, usually by telephone unless otherwise agreed by the DfE.	All witnesses interviewed within eight weeks of receipt of the case.
4.2.12.3	The Supplier will draft witness statements and arrange for these to be signed by the witnesses;	Witness statements signed by witnesses within eight weeks of receipt of the case.
4.2.12.4	The Supplier will obtain any further documentary evidence in order to assist the Panel in reaching a decision.	Further documentary evidence required by the DfE should be obtained within eight weeks of receipt of the case.
4.2.14.5	Any documents or evidence that have not been enclosed within the Notice of Proceedings will be provided to the teacher/teacher representative and the Panel via the DfE.	No later than Four weeks prior to the PCPH/PCPM.
4.2.14.7	The Supplier will prepare and send a single accurately indexed and paginated copy of the case bundle within the Disciplinary Procedures timescales.	No later than Two weeks prior to the PCPH/PCPM.
4.2.15.1	The Supplier will communicate in a timely manner with teachers.	100% with no gap of contact greater than 2 months. 100% within 5 working days of receipt of correspondence unless evidence gathering requires a holding response to be sent advising of timeframe
4.2.15.3	The Supplier will communicate in a timely manner with witnesses.	100% with no gap of contact greater than 2 months.
4.2.19	Following the conclusion of a PCPH/PCPM the Supplier will inform witnesses of the	Within one day of the PCPH/PCPM concluding.
4.2.24	The Supplier will provide reports or data for the purpose of monitoring.	Within five working days of a request by the DfE.
4.2.25	The Supplier will provide a case progress report to the DfE prior to PCPH/PCPM.	Every two weeks.

Section 4: Quality Service Standards will be monitored through accuracy checking

Para Ref	Service Standard (narrative)	
4.4.1	Draft Notice of Proceedings contains accurate, complete and clear wording of allegations. All other information does not require amendment.	In all cases.
4.4.2	Cases where allegations are not found or not proven should be minimal.	Regularly monitored
4.4.3	Presenting Officer case bundles are complete, allegations correctly worded and particularised appropriately, well ordered, correctly paginated, do not contain unnecessary or prejudicial material, contain no duplication and are indexed clearly;	All case bundles.
4.4.4	No cases are adjourned because of the need to: obtain more information; call additional reasonably foreseeable witnesses; or because witnesses do not attend due to failure of communication /witness support by the Presenting Officer.	All cases presented by the Supplier to PCPH/PCPM are not adjourned due to witness availability.
4.5.1.1	Targets set by the DfE for the receipt of cases ready to list for a hearing are consistently met;	All targets met
4.6.1	Feedback forms indicate that the Presenting Officer was well prepared, with a good knowledge of the case and presented the case thoroughly. Bundle easy to navigate, free from error and with sound evidence (or explanation where appropriate evidence was not forthcoming and/or available).	Evidence taken from feedback forms.
4.6.2	No well-founded complaints are received from witnesses about their treatment by the Presenting Officer.	All cases

Section 5: Financial Governance

4.7.2	An initial analysis of costs against categories contained within Annex D of the contract specification, to be provided to the DfE.	Within the Investigation Plan and the Hearing Plan.
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5. **Annex D: Case Categories**

Category 1 – investigations – standard - This would include undertaking the initial investigation of a case, seeking all available information from the referrer and others as appropriate then submitting a consideration form and bundle to the DfE for a Determination Panel to make a decision whether there is a case to answer. The Supplier will suggest draft allegations for consideration should the DfE take a view that the case should go forward to PCPH/PCPM. The bundle will contain all relevant information to allow the Determination Panel to make a final decision. Assumption is that these cases will take on average 15-18 hours

Category 2 – investigations – complex – As detailed in category 1 however the Supplier will present extenuation that the investigation will be more complex in nature than a standard investigation. Assumption is that these cases will take on average 18- 23 hours

Category 3 –cases resolved without a hearing - PCPM. These cases require a statement of agreed facts to be prepared and agreed with the teacher, a bundle of papers prepared and submissions written. They may sometimes require additional information to be obtained, for example certificates of conviction or sentencing transcripts, or witnesses to be contacted to check facts to be agreed. There is no requirement to attend the meeting.

Category 4 – standard hearing cases at PCPH. The fixed fees for these cases will be based on the actual length of the PCPH and will include preparation and presenting costs. An initial time estimate will be made by the Supplier at the outset of the case based on the number of witnesses to be called, the number of particulars in the allegation and the number of witnesses the teacher intends to call (where known).

Category 5 – complex hearing cases at PCPH. As detailed within category 4 however the Supplier will present extenuation that the PCPH will be more complex in nature than a standard PCPH.

Category 6 - Exceptional cases where because of their exceptional complexity it is not feasible to give an estimate of hours required.

6. **Annex E: Draft NOH Action Plan**

Draft NOH Action Plan

This form serves as a record for presenting officers to detail issues faced when unable to meet a Draft Notice of Hearings deadline. As per the agreed contract, if at any point prior to the 12-week review stage the initial DNOH date is thought unlikely to be met, this form should be completed and submitted from the relevant presenting officer to the case manager.

This form and the completion of this form by Presenting Officers will be reviewed following a three- month introductory period.

Case reference number	
Teacher	
Case Manager	
Presenting Officer	
Initial DNOH due date	
Date of DNOH action plan	
Reason(s) for delay <i>Presenting Officer to provide a <u>thorough and detailed</u> explanation as to what has occurred throughout the process of this case and why it has resulted in a delay to the agreed timeframes.</i> <i>Please also consider if this reason for delay has the potential to influence the case strength i.e. if the delay is caused by a lack of witness engagement.</i>	

Action(s) already taken	
Action(s) to be taken <i>Please include scheduled dates for each action required.</i>	
Realistic DNOH due date	
Risk/mitigation <i>Is there potential the amended date above will not be met and what is being done to pre-empt?</i>	

<i>If applicable; <u>revised realistic</u> due date (if the above date elapses)</i>	
Person(s) responsible for actions above	

The following is to be completed by the Case Manager only:

Case Manager comments <i>Are the delays detailed above reasonable? Have all steps been taken to avoid delays to timeframes? Is the "realistic DNOP due date" posed by the Presenting Officer reasonable?</i>	
Date agreed by Case Manager	

7. **Annex F: Investigation plan**

Case number:

THE TEACHING REGULATION AGENCY

and

(Teacher Reference Number:)

INVESTIGATION PLAN

Investigating officer	
Date of investigation plan	
Background	
Proposed allegation(s)	
Is the TRA likely to establish jurisdiction in this matter?	
Are there grounds for imposing/considering an Interim Prohibition Order?	

<p>Are there any matters requiring further clarification and/or additional evidence that should be sought?</p> <p><i>(register any particular legal, procedural or practical issues)</i></p>	
Witnesses to approach, if any	
Category of investigation	
Key milestones and anticipated time scale for conclusion of the investigation	

Annex G – Hearing Plan

Case number: [00]

THE TEACHING REGULATION AGENCY

and

(Teacher Reference Number:)

HEARING PLAN

Date of hearing plan	
Presenting officer	
Legal assistant	
Allegation(s)	
Particular(s) <i>(please include any proposed amendments to the particulars)</i>	

<i>using track changes)</i>	
Probable witness(es)	Are witnesses required? If yes, please detail
Key timescales	
Case analysis <i>(Register any particular legal, procedural or practical issues identifiable at this stage)</i>	
Sensitivity / high profile <i>(Identify any issues that may be of press interest)</i>	
List action(s) to be undertaken, by whom and date for completion	
Initial consideration as to whether matter can be disposed of through a meeting <i>(Public interest and interest of justice tests to be satisfied)</i>	
Time estimate for Hearing in days	
Category of case	

Annex H: Example Invoice

Invoice

TEACHING REGULATION AGENCY
Cheylesmore House
5 Quinton Road
Coventry
CV1 2WT

Your reference: 13999/SK

Windsor House King Henry VIII Road LONDON W1A 1AA
t +44 (0) 118 888 8000 f +44 (0) 118 888 8009
www.legalservices.com DX 700000 London 99

LEGALSERVICES LLP

Our reference: AB123456
Invoice date: 11/06/2019
Invoice number: INV4000826
VAT number: 118 0000 80

Clear invoice date & number for us to use as a reference

Service date	Details	Net amount	VAT rate	VAT amount
24/04/2019 -03/06/2019	Dr Ann Other - PO No. 4107000888 To our professional services in Case Preparation (2 days) To our professional services in connection with the above	EX.XXX.XX	20.00%	EXXX.XX
Total due		EX.XXX.XX	GBP	EX.XXX.XX

Dates the service relates to are clearly highlighted

Clear breakdown of the rates used to calculate the fee

Clear amounts payable and VAT treatment

Payment terms: Unless otherwise agreed this invoice is payable on presentation.
Please see our Terms of Business for information concerning the payment of our invoices and your rights in relation to disputed invoices.

Payments can be made to the following account:

Sort code: 00-00-00
Account number: 99999999
Reference: INV4000826
Swift code: HBOS GB 2L
IBAN: GB99RHBOS 99999999000000

Please send electronic remittances to accountspayable@legalservices.com
Electronic payments reach us faster and are more secure than other methods.



1 of 1

London Cardiff Hull Southampton
LegalServices LLP is a limited liability partnership, registered in England and Wales, registered number XX000000, registered office Windsor House King Henry VIII Road LONDON W1A 1AA. Authorised and regulated by the Solicitors Regulation Authority. A list of members' names is available for inspection at the above office. The members are solicitors or registered foreign lawyers.

Part 2 – Terms and Conditions

CONTENTS

1.	DEFINITIONS AND INTERPRETATION.....	68
2.	THE ORDERED PANEL SERVICES	69
3.	DELIVERY AND MANAGEMENT OF THE ORDERED PANEL SERVICES	69
4.	VARIATION AND EXTENSION	73
5.	PERSONNEL	74
6.	CHARGES AND INVOICING	81
7.	LIABILITY AND INSURANCE	83
8.	INTELLECTUAL PROPERTY RIGHTS.....	85
9.	PROTECTION OF INFORMATION.....	86
10.	WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS.....	92
11.	TERMINATION	94
12.	CONSEQUENCES OF EXPIRY OR TERMINATION	97
13.	PUBLICITY, MEDIA AND OFFICIAL ENQUIRIES.....	99
14.	PREVENTION OF FRAUD AND BRIBERY	99
15.	NON-DISCRIMINATION	101
16.	ASSIGNMENT AND NOVATION	101
17.	WAIVER AND CUMULATIVE REMEDIES.....	102
18.	FURTHER ASSURANCES	102
19.	SEVERABILITY.....	102
20.	RELATIONSHIP OF THE PARTIES	103
21.	ENTIRE AGREEMENT	103
22.	CONTRACTS (RIGHTS OF THIRD PARTIES) ACT	103
23.	NOTICES	104
24.	DISPUTES AND LAW	104
	CONTRACT SCHEDULE 1: DEFINITIONS.....	107
	CONTRACT SCHEDULE 2: EXIT MANAGEMENT	119
	CONTRACT SCHEDULE 3: STAFF TRANSFER.....	130
	CONTRACT SCHEDULE 4: TRANSPARENCY REPORTS.....	161

RECITALS

- A. The Customer has followed the call off procedure set out in paragraph 1.3 of Panel Schedule 5 (Ordering Procedure) and has awarded this Legal Services Contract to the Supplier by way of a Further Competition Procedure.
- B. The Customer issued its Statement of Requirements for the provision of the Ordered Panel Services on 18/11/21.
- C. In response to the Statement of Requirements the Supplier submitted a Tender to the Customer on the 02/12/2021 through which it provided to the Customer its solution for providing the Ordered Panel Services.
- D. On the basis of the Tender, the Customer selected the Supplier to provide the Ordered Panel Services to the Customer in accordance with the terms of this Legal Service Contract.]

8. DEFINITIONS AND INTERPRETATION

8.1 Definitions

- 8.1.1 In this Legal Services Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in Contract Schedule 1 (Definitions) or the relevant Contract Schedule in which that capitalised expression appears.
- 8.1.2 If a capitalised expression does not have an interpretation in Contract Schedule 1 (Definitions) or relevant Contract Schedule, it shall have the meaning given to it in the Panel Agreement. If no meaning is given to it in the Panel Agreement, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning

8.2 Interpretation

- 8.2.1 The interpretation and construction of the Legal Services Contract shall be subject to the following provisions:
 - 8.2.1.1 words importing the singular meaning include where the context so admits the plural meaning and vice versa;
 - 8.2.1.2 words importing the masculine include the feminine and the neuter;
 - 8.2.1.3 the words "include", "includes" and "including" "for example" and "in particular" and words of similar effect are to be construed as if they were immediately followed by the words "without limitation" and shall not limit the general effect of the words which precede them;
 - 8.2.1.4 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown;
 - 8.2.1.5 references to any statute, enactment, order, regulation, code, official guidance or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation, code, official guidance or instrument as amended or replaced by any subsequent enactment,

modification, order, regulation, code, official guidance or instrument (whether such amendment or replacement occurs before or after the date of the Legal Services Contract);

- 8.2.1.6 headings are included in the Legal Services Contract for ease of reference only and shall not affect the interpretation or construction of the Legal Services Contract;
- 8.2.1.7 references to “Clauses” and the “Contract Schedules” are, unless otherwise provided, references to the clauses of and the schedules to this Legal Services Contract and references in any Contract Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Contract Schedule in which these references appear;
- 8.2.1.8 a reference to a Clause is a reference to the whole of that Clause unless stated otherwise; and
- 8.2.2 in the event of and only to the extent of any conflict between the Order Form, these Terms and Conditions and the provisions of the Panel Agreement, the conflict shall be resolved in accordance with the following order of precedence:
 - 8.2.2.1 the Panel Agreement (excluding Panel Schedule 4 (Template Order Form and Template Terms and Conditions));
 - 8.2.2.2 the Order Form;
 - 8.2.2.3 these Terms and Conditions;
 - 8.2.2.4 any other document referred to in the Legal Services Contract; and
 - 8.2.2.5 Panel Schedule 21 (Tender).

9. The Ordered Panel Services

- 9.1 This Legal Services Contract shall commence on the Commencement Date set out at section A, paragraph 1.4 (Commencement Date) of the Order Form and expire either as set out at section A, paragraph 1.5 (Term) of the Order Form or on the completion of the Ordered Panel Services, unless extended or terminated earlier in accordance with these Terms and Conditions.
- 9.2 The Supplier shall supply the Ordered Panel Services set out in the Order Form (as the same may be amended or updated in accordance with this Legal Services Contract) to the Customer in accordance with the provisions of the Legal Services Contract.

10. Delivery and management of the Ordered Panel Services

- 10.1 Within a reasonable period of time of the Commencement Date (having regard to the circumstances), the Supplier shall take proactive steps (in a manner and to an extent proportionate to the size and nature of the Order) to plan and agree the Ordered Panel Services to be provided with the Customer to clarify and document (to the extent that the above have not been done prior to or at the Commencement Date and included at paragraph 1.2 of section B (the Ordered Panel Services) of the Order Form):
 - 10.1.1 the legal advice required;
 - 10.1.2 how legal input will be structured to minimise costs and maximise efficiency;

- 10.1.3 whether and how work previously undertaken for central Government can be re-used to reduce cost;
 - 10.1.4 the levels and names of Supplier Personnel working on performing the Ordered Panel Services, including the Key Personnel identified in the Order Form and/or pursuant to Clause 5 (below);
 - 10.1.5 which of the Customer's Personnel can provide instructions and authorise additional work; and
 - 10.1.6 the general management of the Ordered Panel Services and the provision by the Supplier thereof.
- 10.2 During the performance of the Ordered Panel Services the Supplier shall conduct reviews at intervals specified at paragraph 1.2 of section B (the Ordered Panel Services) of the Order Form (if so specified) but in any event no less than once every three (3) Months to:
- 10.2.1 review adherence to the plans (whether original plans or plans as subsequently amended under this Clause 3.2, as the case may be) for the Ordered Panel Services prepared pursuant to clause 3.1 (above); and
 - 10.2.2 ensure optimisation of efficiency and value for money in provision of the Ordered Panel Services.
- 10.3 The Supplier shall:
- 10.3.1 confirm to the Customer that any review required has, in each case, been completed; and
 - 10.3.2 report to the Customer on the outcome of the review (including documenting the same in such form as the Customer may reasonably require); and
 - 10.3.3 make and apply such adjustments to the plans for the delivery of the Ordered Panel Services as the Customer may direct.
- 10.4 The Supplier shall:
- 10.4.1 comply with all reasonable instructions given to the Supplier and the Supplier Personnel by the Customer in relation to the Ordered Panel Services from time to time, including reasonable instructions to reschedule or alter the Ordered Panel Services;
 - 10.4.2 without prejudice to Clause 3.4.1, immediately report to the Customer's Representative any matters which involve or could potentially involve an actual or potential Conflict of Interest and/or of Clause 9.2 (Confidentiality) and shall follow any direction made by the Customer in respect of the proper management and mitigation of the same;
 - 10.4.3 co-operate in a timely and prompt manner with the Customer and the Customer's other professional advisers in relation to the Ordered Panel Services as required by the Customer;
 - 10.4.4 comply with the Customer's internal policies and procedures and Government codes and practices in force from time to time (including policies, procedures, codes and practices relating to vetting, security, equality and diversity,

- confidentiality undertakings and sustainability) in each case as notified to the Supplier in writing by the Customer; and
- 10.4.5 save to the extent expressly set out in the Order Form, obtain Approval from the Customer's Representative before advising the Customer on:
- 10.4.5.1 EU law (including State aid and public procurement); or
 - 10.4.5.2 public law (including national security); or
 - 10.4.5.3 the Transfer of Undertakings (Protection of Employment) Regulations 1981 (or any subsequent enactment thereof); or
 - 10.4.5.4 any other issue as may be notified to the Supplier from time to time by the Customer's Representative,
- and where Approval is given, if the advice is given orally, confirm in writing, to the Customer's Representative, any advice given to the Customer.
- 10.5 The Supplier shall not:
- 10.5.1 knowingly act at any time during the term of the Legal Services Contract in any capacity for any person, firm or company in circumstances where a Conflict of Interest between such person, firm or company and the Customer will thereby arise or exist in relation to the Ordered Panel Services; or
 - 10.5.2 incur any expenditure which would result in any estimated figure for any element of the Ordered Panel Services being exceeded without the Customer's written agreement; or
 - 10.5.3 without the prior written consent of the Customer, accept any commission, discount, allowance, direct or indirect payment, or any other consideration from any third party in connection with the provision of the Ordered Panel Services; or
 - 10.5.4 pledge the credit of the Customer in any way; or
 - 10.5.5 engage in any conduct which in the reasonable opinion of the Customer is prejudicial to the Customer, the Authority or the Crown.
- 10.6 Both Parties shall take all necessary measures to ensure the health and safety of the other Party's employees, consultants and agents visiting their premises.
- 10.7 Where the Supplier is more than one firm or organisation acting as a Group of Economic Operators, each firm or organisation that is a member of the Group of Economic Operators shall be jointly and severally liable for performance of the Supplier's obligations under the Legal Services Contract.
- 10.8 Upon expiry of this Legal Services Contract, or as the Ordered Panel Services to be performed under it near completion, as seems appropriate to the Customer under the circumstances, the Supplier shall conduct a knowledge transfer exercise where requested to do so by the Customer. This exercise shall:
- 10.8.1 document, collate and transfer to the Customer any significant know-how, learning and/or practices generated, developed and/or used by the Supplier during this Legal Services Contract;
 - 10.8.2 compile and transfer to the Customer a document bible(s) (including electronic versions of the same if the Customer so requires) comprising the contractual

and/or other documents and/or advice generated, developed and/or used by the Supplier during this Legal Services Contract;

10.8.3 be completed within one (1) Month of the later of completion of the relevant Ordered Panel Services, or the request to conduct the exercise made by the Customer, or the expiry of this Legal Services Contract; and

10.8.4 be performed at no additional cost or charge to the Customer.

Records, Audit Access and Open Book Data

10.9 The Supplier shall keep and maintain for seven (7) years after the Expiry Date (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Legal Services Contract including the Ordered Panel Services provided under it, any Sub-Contracts and the amounts paid by the Customer.

10.10 The Supplier shall:

10.10.1 keep the records and accounts referred to in Clause 10.9 in accordance with Good Industry Practice and Law; and

10.10.2 afford any Auditor access to the records and accounts referred to in Clause 10.9 at the Supplier's premises and/or provide records and accounts (including copies of the Supplier's published accounts) or copies of the same, as may be required by any of the Auditors from time to time during the Term and the period specified in Clause 10.9, in order that the Auditor(s) may carry out an inspection to assess compliance by the Supplier and/or its Sub-Contractors of any of the Supplier's obligations under this Legal Services Contract including in order to:

- (a) verify the accuracy of the Charges and any other amounts payable by the Customer under this Legal Services Contract (and proposed or actual variations to them in accordance with this Legal Services Contract);
- (b) verify the costs of the Supplier (including the costs of all Sub-Contractors and any third party suppliers) in connection with the provision of the Ordered Panel Services;
- (c) verify the Open Book Data;
- (d) verify the Supplier's and each Sub-Contractor's compliance with the applicable Law;
- (e) identify or investigate an actual or suspected Prohibited Act, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Customer shall have no obligation to inform the Supplier of the purpose or objective of its investigations;
- (f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, the Panel Guarantor and/or the Call Off Guarantor and/or any Sub-Contractors or their ability to perform the Ordered Services
- (g) obtain such information as is necessary to fulfil the Customer's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;

- (h) review any books of account and the internal contract management accounts kept by the Supplier in connection with this Legal Services Contract;
- (i) carry out the Customer's internal and statutory audits and to prepare, examine and/or certify the Customer's annual and interim reports and accounts;
- (j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Customer has used its resources;
- (k) verify the accuracy and completeness of any information delivered or required by this Legal Services Contract;
- (l) review the Supplier's quality management systems (including any quality manuals and procedures);
- (m) review the Supplier's compliance with the Standards;
- (n) inspect the Customer assets, including the Customer's IPRs, equipment and facilities, for the purposes of ensuring that the Customer assets are secure and that any register of assets is up to date; and/or
- (o) review the integrity, confidentiality and security of the Customer Data.

10.11 The Customer shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Ordered Panel Services save insofar as the Supplier accepts and acknowledges that control over the conduct of audits carried out by the Auditor(s) is outside of the control of the Customer.

10.12 Subject to the Supplier's rights in respect of Confidential Information, the Supplier shall on demand provide the Auditor(s) with all reasonable co-operation and assistance in:

10.12.1 all reasonable information requested by the Customer within the scope of the audit;

10.12.2 reasonable access to sites controlled by the Supplier and to any Supplier Equipment used in the provision of the Ordered Panel Services; and

10.12.3 access to the Supplier Personnel.

10.13 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations in respect of records, audit access and open book data, unless the audit reveals a breach by the Supplier in which case the Supplier shall reimburse the Customer for the Customer's reasonable costs incurred in relation to the audit.

11. Variation and Extension

11.1.1 The Customer may request:

11.1.1.1 a variation to the Ordered Panel Services;

11.1.1.2 an extension to the Term specified at paragraph 1.5 of section A of the Order Form); and/or

11.1.1.3 a variation to any other part of the Order Form; and/or

11.1.1.4 a variation to any other term of these Terms and Conditions,

at any time during the Term.

- 11.1.2 Any request by the Customer for a variation to the Ordered Panel Services shall be by written notice to the Supplier:
 - 11.1.2.1 giving sufficient information for the Supplier to assess the extent of the variation and any additional costs that may be incurred (where any element of the Charges is composed of a fixed price or a capped price); and
 - 11.1.2.2 specifying the timeframe within which the Supplier must respond to the request, which shall be reasonable and the Supplier shall respond to such request within such timeframe.
- 11.1.3 In the event that the Supplier and the Customer are unable to agree any change to the Charges in connection with any requested variation to the Ordered Panel Services, the Customer may agree that the Supplier should continue to perform its obligations under the Legal Services Contract without the variation or may terminate the Legal Services Contract in accordance with Clause 11.8 (Termination in relation to Variation).

12. Personnel

Key Personnel

- 12.1 Where Key Personnel have been specified in the Order Form this Clause 5 and the following provisions shall apply:
 - 12.1.1 The Order Form lists the Key Personnel who the Supplier shall appoint to fill the Key Roles (where identified) at the Commencement Date;
 - 12.1.2 the Supplier shall ensure that the Key Personnel fulfil the Key Roles at all times during the Term;
 - 12.1.3 the Customer 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 Personnel;
 - 12.1.4 the Supplier shall not remove or replace any Key Personnel (including when carrying out its obligations under Contract Schedule 2 (Exit Management)) unless :
 - 12.1.4.1 requested to do so by the Customer;
 - 12.1.4.2 the relevant person concerned resigns, retires or dies or takes any extended absences such as maternity leave or long-term sick leave;
 - 12.1.4.3 the person's employment or contractual arrangement with the Supplier or a Sub-Contractor is terminated for material breach of contract by the employee; or
 - 12.1.4.4 the Supplier obtains the Customer's prior written consent (such consent not to be unreasonably withheld or delayed);
 - 12.1.5 the Supplier shall:
 - 12.1.5.1 notify the Customer promptly of the absence of any Key Personnel (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);

12.1.5.2 ensure that any Key Role is not vacant for any longer than five (5) Working Days;

12.1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Personnel and, except in the cases of death, unexpected ill health or a material breach of the Key Personnel's employment contract, this will mean at least three (3) Months' notice;

12.1.5.4 ensure that all arrangements for planned changes in Key Personnel provide adequate periods during which incoming and outgoing personnel work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Ordered Panel Services; and

12.1.5.5 ensure that any replacement for a Key Role:

(a) has a level of qualifications and experience appropriate to the relevant Key Role; and

(b) is fully competent to carry out the tasks assigned to the Key Personnel whom he or she has replaced;

12.1.5.6 shall and shall procure that any Sub-Contractor shall not remove or replace any Key Personnel during the Term without Approval; and

12.1.5.7 the Supplier shall not charge, and the Customer shall have no liability to pay, for any additional costs incurred by the Supplier in respect of reading-in time by any replacement Key Personnel.

12.2 The Customer may direct the Supplier to end the involvement in the provision of the Ordered Panel Services of any of the Supplier Personnel:

12.2.1 whom the Customer believes does not have the required levels of training and expertise; or

12.2.2 whose performance, in the Customer's opinion, has been unsatisfactory; or

12.2.3 where the Customer has other reasonable grounds for doing so.

12.3 The Customer will consult with and provide reasons to the Supplier where it is able to and where it is appropriate for the Customer to do so, provided that the decision of the Customer shall be final and it shall not be obliged to provide any reasons. The Customer shall not be liable for the cost of replacing any such Key Personnel.

Supplier Personnel

12.4 The Supplier shall:

12.4.1 provide a list of the names of all Supplier Personnel requiring admission to Customer Premises, specifying the capacity in which they require admission and giving such other particulars as the Customer may reasonably require;

12.4.2 ensure that all Supplier Personnel:

12.4.2.1 are appropriately qualified, trained and experienced to provide the Ordered Panel Services with all reasonable skill, care and diligence;

- 12.4.2.2 are vetted in accordance with Good Industry Practice and, where applicable, the Security Policy and the Standards;
- 12.4.2.3 obey all lawful instructions and reasonable directions of the Customer (including, if so required by the Customer, the ICT Policy) and provide the Ordered Panel Services to the reasonable satisfaction of the Customer; and
- 12.4.2.4 comply with all reasonable requirements of the Customer concerning conduct at the Customer Premises, including the any security requirements as notified to the Supplier by the Customer from time to time;
- 12.4.3 subject to Contract Schedule 3 (Staff Transfer), retain overall control of the Supplier Personnel at all times so that the Supplier Personnel shall not be deemed to be employees, agents or contractors of the Customer;
- 12.4.4 be liable at all times for all acts or omissions of Supplier Personnel, so that any act or omission of a member of any Supplier Personnel which results in a breach under this Legal Services Contract shall be a breach by the Supplier;
- 12.4.5 use all reasonable endeavours to minimise the number of changes in Supplier Personnel;
- 12.4.6 replace (temporarily or permanently, as appropriate) any Supplier Personnel as soon as practicable if any Supplier Personnel have been removed or are unavailable for any reason whatsoever;
- 12.4.7 bear the programme familiarisation and other costs associated with any replacement of any Supplier Personnel; and
- 12.4.8 procure that the Supplier Personnel shall vacate any Customer Premises immediately upon the Expiry Date.
- 12.5 If the Customer reasonably believes that any of the Supplier Personnel are unsuitable to undertake work in respect of this Legal Services Contract, it may:
 - 12.5.1 refuse admission to the relevant person(s) to the Customer Premises; and/or
 - 12.5.2 direct the Supplier to end the involvement in the provision of the Ordered Panel Services of the relevant person(s).
- 12.6 The decision of the Customer as to whether any person is to be refused access to the Customer Premises shall be final and conclusive.

Staff Transfer

- 12.7 The Parties agree that:
 - 12.7.1 where the commencement of the provision of the Ordered Panel Services or any part of the Ordered Panel Services results in one or more Relevant Transfers, Contract Schedule 3 (Staff Transfer) shall apply as follows:
 - (a) where the Relevant Transfer involves the transfer of Transferring Customer Employees, Part A of Contract Schedule 4 (Staff Transfer) shall apply;

- (b) where the Relevant Transfer involves the transfer of Transferring Former Supplier Employees, Part B of Contract Schedule 3 (Staff Transfer) shall apply;
 - (c) where the Relevant Transfer involves the transfer of Transferring Customer Employees and Transferring Former Supplier Employees, Parts A and B of Contract Schedule 3 (Staff Transfer) shall apply; and
 - (d) Part C of Contract Schedule 3 (Staff Transfer) shall not apply;
- 12.7.2 where commencement of the provision of the Ordered Panel Services or a part of the Services does not result in a Relevant Transfer, Part C of Contract Schedule 3 (Staff Transfer) shall apply and Parts A and B of Contract Schedule 3 (Staff Transfer) shall not apply; and
- 12.7.3 Part D of Contract Schedule 3 (Staff Transfer) shall apply on the expiry or termination of the Ordered Panel Services or any part of the Ordered Panel Services;
- 12.8 The Supplier shall both during and after the Term indemnify the Customer against all Employee Liabilities that may arise as a result of any claims brought against the Customer by any person where such claim arises from any act or omission of the Supplier or any Supplier Personnel.
- Appointment of Sub-Contractors**
- 12.9 The Supplier shall exercise due skill and care in the selection of any Sub-Contractors to ensure that the Supplier is able to:
- 12.9.1 manage any Sub-Contractors in accordance with Good Industry Practice;
 - 12.9.2 comply with its obligations under this Legal Services Contract in the provision of the Ordered Panel Services; and
 - 12.9.3 assign, novate or otherwise transfer to the Customer or any Replacement Supplier any of its rights and/or obligations under each Sub-Contract that relates exclusively to this Legal Services Contract.
- 12.10 Prior to sub-contracting any of its obligations under this Legal Services Contract, the Supplier shall notify the Customer and provide the Customer with:
- 12.10.1 the proposed Sub-Contractor's name, registered office and company registration number;
 - 12.10.2 the scope of any Ordered Panel Services to be provided by the proposed Sub-Contractor; and
 - 12.10.3 where the proposed Sub-Contractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Customer that the proposed Sub-Contract has been agreed on "arm's-length" terms.
- 12.11 If requested by the Customer within ten (10) Working Days of receipt of the Supplier's notice issued pursuant to Clause 5.10, the Supplier shall also provide:
- 12.11.1 a copy of the proposed Sub-Contract; and
 - 12.11.2 any further information reasonably requested by the Customer.
- 12.12 The Customer may, within ten (10) Working Days of receipt of the Supplier's notice issued pursuant to Clause 5.10 (or, if later, receipt of any further information requested

pursuant to Clause 12.11), object to the appointment of the relevant Sub-Contractor if they consider that:

12.12.1 the appointment of a proposed Sub-Contractor may prejudice the provision of the Ordered Panel Services or may be contrary to the interests respectively of the Customer under this Legal Services Contract;

12.12.2 the proposed Sub-Contractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or

12.12.3 the proposed Sub-Contractor employs unfit persons,
in which case, the Supplier shall not proceed with the proposed appointment.

12.13 If:

12.13.1 the Customer has not notified the Supplier that it objects to the proposed Sub-Contractor's appointment by the later of ten (10) Working Days of receipt of:

(a) the Supplier's notice issued pursuant to Clause 12.10; and

(b) any further information requested by the Customer pursuant to Clause 12.11; and

12.13.2 the proposed Sub-Contract is not a Key Sub-Contract which shall require the written consent of the Authority and the Customer,

the Supplier may proceed with the proposed appointment.

Appointment of Key Sub-Contractors

12.14 The Authority and the Customer have consented to the engagement of the Key Sub-Contractors listed in Panel Schedule 7 (Key Sub-Contractors).

12.15 Where the Supplier wishes to enter into a new Key Sub-Contract or replace a Key Sub-Contractor, it must obtain the prior written consent of the Authority and the Customer (the decision to consent or otherwise not to be unreasonably withheld or delayed). The Authority and/or the Customer may reasonably withhold its consent to the appointment of a Key Sub-Contractor if any of them considers that:

12.15.1 the appointment of a proposed Key Sub-Contractor may prejudice the provision of the Ordered Panel Services or may be contrary to its interests;

12.15.2 the proposed Key Sub-Contractor is unreliable and/or has not provided reliable goods and/or reasonable services to its other customers; and/or

12.15.3 the proposed Key Sub-Contractor employs unfit persons.

12.16 Except where the Authority and the Customer have given their prior written consent under Clause 5.14, the Supplier shall ensure that each Key Sub-Contract shall include:

12.16.1 provisions which will enable the Supplier to discharge its obligations under this Legal Services Contract;

12.16.2 a right under CRTPA for the Customer to enforce any provisions under the Key Sub-Contract which confer a benefit upon the Customer;

12.16.3 a provision enabling the Customer to enforce the Key Sub-Contract as if it were the Supplier;

- 12.16.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to the Customer or any Replacement Supplier;
- 12.16.5 obligations no less onerous on the Key Sub-Contractor than those imposed on the Supplier under this Legal Services Contract in respect of:
- (a) data protection requirements set out in Clause 9.1 (Protection of Personal Data);
 - (b) FOIA requirements set out in Clause 9.4 (Freedom of Information);
 - (c) the obligation not to embarrass the Customer or otherwise bring the Customer into disrepute set out in Clause 13.3;
 - (d) the keeping of records in respect of the Ordered Panel Services being provided under the Key Sub-Contract, including the maintenance of Open Book Data;
 - (e) the conduct of audits set out in Clause 3 under the heading of Records, Audit Access & Open Book Data;
- 12.16.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on the Customer under Clause 11 (Termination) and Clause 12 (Consequences of Expiry or Termination) of this Legal Services Contract;
- 12.16.7 a provision restricting the ability of the Key Sub-Contractor to Sub-Contract all or any part of the provision of the Ordered Panel Services provided to the Supplier under the Sub-Contract without first seeking the written consent of the Customer;
- 12.16.8 a provision, where a provision in Contract Schedule 3 (Staff Transfer) imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, requiring the Key Sub-Contractor to provide such indemnity, undertaking or warranty to the Customer, Former Supplier or the Replacement Supplier as the case may be.

Appointment of Key Sub-Contractors

12.17 The Supplier shall ensure that all Sub-Contracts contain a provision:

- 12.17.1 requiring the Supplier to pay any undisputed sums which are due from it to the Sub-Contractor within a specified period not exceeding thirty (30) days from the receipt of a valid invoice;
- 12.17.2 requiring that any invoices submitted by a Sub-Contractor shall be considered and verified by the Supplier in a timely fashion and that undue delay in doing so shall not be sufficient justification for failing to regard an invoice as valid and undisputed;
- 12.17.3 requiring the Sub-Contractor to include in any Sub-Contract which it in turn awards suitable provisions to impose, as between the parties to that Sub-Contract, requirements to the same effect as those required by sub-clauses 12.17.1 and 12.17.2 directly above; and
- 12.17.4 conferring a right to the Customer to publish the Supplier's compliance with its obligation to pay undisputed invoices within the specified payment period.

12.18 The Supplier shall pay any undisputed sums which are due from it to a Sub-Contractor within thirty (30) days from the receipt of a valid invoice.

12.19 Any invoices submitted by a Sub-Contractor to the Supplier shall be considered and verified by the Supplier in a timely fashion. Undue delay in doing so shall not be sufficient justification for the Supplier failing to regard an invoice as valid and undisputed.

12.20 Notwithstanding any provision of Clauses 9.2 (Confidentiality) and 13 (Publicity, Media and Official Enquiries) if the Supplier notifies the Customer that the Supplier has failed to pay an undisputed Sub-Contractor's invoice within thirty (30) days of receipt, or the Customer otherwise discovers the same, the Customer shall be entitled to publish the details of the late or non-payment (including on Government websites and in the press).

Termination of Sub-Contracts

12.21 The Customer may require the Supplier to terminate:

12.21.1 a Sub-Contract where:

- (a) the acts or omissions of the relevant Sub-Contractor have caused or materially contributed to the Customer's right of termination pursuant to any of the termination events in Clause 11 (Termination) except Clause 11.5 (Termination on Notice); and/or
- (b) the relevant Sub-Contractor or its Affiliates embarrassed the Customer or otherwise brought the Customer into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Customer, regardless of whether or not such act or omission is related to the Sub-Contractor's obligations in relation to the Ordered Panel Services or otherwise; and/or

12.21.2 a Key Sub-Contract where there is a Change of Control of the relevant Key Sub-Contractor, unless:

- (a) the Customer has given its prior written consent to the particular Change of Control, which subsequently takes place as proposed; or
- (b) the Customer has not served its notice of objection within six (6) months of the later of the date the Change of Control took place or the date on which the Customer was given notice of the Change of Control.

Competitive Terms

12.22 If the Customer is able to obtain from any Sub-Contractor or any other third party more favourable commercial terms with respect to the supply of any materials, equipment, software, goods or services used by the Supplier or the Supplier Personnel in the supply of the Ordered Panel Services, then the Customer may:

12.22.1 require the Supplier to replace its existing commercial terms with its Sub-Contractor with the more favourable commercial terms obtained by the Customer in respect of the relevant item; or

12.22.2 subject to the Clauses allowing termination of Sub-Contracts, enter into a direct agreement with that Sub-Contractor or third party in respect of the relevant item.

12.23 If the Customer exercises the option pursuant to Clause 12.22, then the Charges shall be reduced by an amount that is agreed in accordance with Clause 4 (Variation and Extension).

12.24 The Customer's right to enter into a direct agreement for the supply of the relevant items is subject to:

12.24.1 the Customer making the relevant item available to the Supplier where this is necessary for the Supplier to provide the Ordered Panel Services; and

12.24.2 any reduction in the Charges taking into account any unavoidable costs payable by the Supplier in respect of the substituted item, including in respect of any licence fees or early termination charges.

Retention of Legal Obligations

12.25 Notwithstanding the Supplier's right to Sub-Contract, the Supplier shall remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own.

13. CHARGES AND INVOICING

13.1 Charges and VAT

13.1.1 [In consideration of the Supplier's performance of its obligations under this Legal Services Contract, the Customer shall pay the undisputed Charges in accordance with this Clause 6 (Charges and Invoicing).]

OR

13.1.2 The Customer shall, in addition to the Charges and following receipt of a valid invoice, pay the Supplier a sum equal to the VAT chargeable on the value of the Ordered Panel Services supplied.

13.1.3 The provisions of Panel Schedule 3 (Panel Prices and Charging Structure) of the Panel Agreement shall apply in relation to the Ordered Panel Services.

13.1.4 The Supplier shall indemnify the Customer on demand and on a continuing basis against any liability, including without limitation any interest, penalties or costs, which are suffered or incurred by or levied, demanded or assessed on the Customer at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under the Legal Services Contract. Any amounts due under this Clause 6.1.4 shall be paid by the Supplier to the Customer not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Customer.

13.2 Invoicing

13.2.1 The Customer shall pay all undisputed sums properly due and payable to the Supplier in respect of the Ordered Panel Services in cleared funds by no later than thirty (30) calendar days after the date of a validly issued invoice for such sums.

13.2.2 The Supplier shall ensure that each invoice (whether submitted electronically or in a paper form) contains all appropriate references and a detailed breakdown of the Ordered Panel Services provided and any Reimbursable Expenses and/or Disbursements and/or any other costs (where the Customer has indicated in the Order Form that these are payable) and that it is supported by Supporting Documentation.

13.2.3 The Supplier shall ensure that all invoices submitted to the Customer for the Ordered Panel Services are exclusive of the Management Charge payable to

the Authority in respect of the Ordered Panel Services. The Supplier shall not be entitled to increase the Charges by an amount equal to such Management Charge or to recover such Management Charge as a surcharge or disbursement.

- 13.2.4 The Supplier shall make any payments due to the Customer without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has a valid court order requiring an amount equal to such deduction to be paid by the Customer to the Supplier.
- 13.2.5 Subject always to the provisions of Clause 16, if the Supplier enters into a Sub-Contract in respect of the Ordered Panel Services (or any part of them), it shall ensure that a provision is included in such Sub-Contract which requires payment to be made of all sums due by the Supplier to the Sub-Contractor within a specified period not exceeding thirty (30) calendar days from the receipt of a validly issued invoice, in accordance with the terms of the Sub-Contract.
- 13.2.6 The Supplier shall not suspend the supply of the Ordered Panel Services unless:
 - 13.2.6.1 the Supplier is entitled to terminate the Legal Services Contract under Clause 11.2.2 on the grounds of the Customer's failure to pay undisputed sums of money. Interest shall be payable by the Customer in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 on the late payment of any undisputed sums of money properly invoiced by the Supplier in respect of the Services; and
 - 13.2.6.2 the Supplier has provided ten (10) Working Days notice of its intention to suspend the provision of the Ordered Panel Services.
- 13.2.7 The Supplier shall accept the Government Procurement Card as a means of payment for the Ordered Panel Services where such card is agreed with the Customer to be a suitable means of payment. The Supplier shall be solely liable to pay any merchant fee levied for using the Government Procurement Card and shall not be entitled to recover this charge from the Customer.
- 13.2.8 All payments due hereunder shall be made in cleared funds to such bank or building society account as is specified at paragraph 3.6 of section B of the Order Form or otherwise as the recipient Party may from time to time direct by notice in writing.

13.3 Recovery of Sums Due

- 13.3.1 Wherever under the Legal Services Contract any sum of money is recoverable from or payable by the Supplier (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Legal Services Contract), the Customer may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Supplier under the Legal Services Contract.
- 13.3.2 Any overpayment by either Party, whether of the Charges or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

14. LIABILITY AND INSURANCE

14.1 Liability

- 14.1.1 Neither Party excludes or limits its liability for:
 - 14.1.1.1 death or personal injury caused by its negligence, or that of its employees, agents or Sub-Contractors; or
 - 14.1.1.2 bribery or Fraud by it or its employees or agents; or
 - 14.1.1.3 any other liability than cannot be excluded or limited under Law.
- 14.1.2 No individual nor any service company of the Supplier employing that individual shall have any personal liability to the Customer for the Ordered Panel Services supplied by that individual on behalf of the Supplier and the Customer shall not bring any claim under the Legal Services Contract against that individual or such service company in respect of the Ordered Panel Services save in the case of Fraud or any liability for death or personal injury. Nothing in this Clause 7.1.2 shall in any way limit the liability of the Supplier in respect of the Ordered Panel Services, and such liability shall be uncapped unless otherwise specified in the Order Form. The total aggregate liability of the Customer under this Legal Services Contract shall be limited to one hundred per cent (100%) of the Charges paid or properly due hereunder [including Fees or other costs where they would ordinarily have been payable but for their exclusion under Clause 6.1.1].
- 14.1.3 The Supplier shall fully indemnify and keep indemnified the Customer on demand in full from and against all claims, proceedings, actions, damages, costs, expenses and any other liabilities whatsoever arising out of, in respect of or in connection with, the supply, purported supply or late supply of the Ordered Panel Services or the performance or non-performance by the Supplier of its obligations under the Panel Agreement and the Customer's financial loss arising from any advice given or omitted to be given by the Supplier, or any other loss which is caused by any act or omission of the Supplier.
- 14.1.4 Subject to Clauses 6.1.1 and 6.1.5, in no event shall either Party be liable to the other for any:
 - 14.1.4.1 loss of profits;
 - 14.1.4.2 loss of business;
 - 14.1.4.3 loss of revenue;
 - 14.1.4.4 loss of or damage to goodwill;
 - 14.1.4.5 loss of anticipated savings; and/or
 - 14.1.4.6 any indirect, special or consequential loss or damage.
- 14.1.5 The Supplier shall be liable for the following types of loss, damage, cost or expense which shall be regarded as direct and shall (without in any way, limiting other categories of loss, damage, cost or expense which may be recoverable by the Customer) be recoverable by the Customer:
 - 14.1.5.1 any additional operational and/or administrative costs and expenses incurred by the Customer, including costs relating to time spent by or

on behalf of the Customer in dealing with the consequences of any Material Breach;

14.1.5.2 any wasted expenditure or charges;

14.1.5.3 the additional cost of procuring, implementing and operating any alternative or replacement services to the Services which shall include any incremental costs associated with the replacement of such services above those which would have been payable under this Legal Services Contract;

14.1.5.4 any compensation or interest paid to a third party by the Customer; and

14.1.5.5 any regulatory losses, fines, penalties, expenses or other losses incurred by the Customer pursuant to any Law.

14.1.6 No enquiry, inspection, approval, sanction, comment, consent, decision or instruction at any time made or given by or on behalf of the Customer to any document or information provided by the Supplier in its provision of the Services, and no failure of the Customer to discern any defect in or omission from any such document or information shall operate to exclude or limit the obligation of the Supplier to exercise all the obligations of a professional Supplier employed in a customer/supplier relationship.

14.1.7 Save as otherwise expressly provided, the obligations of the Customer under the Legal Services Contract are obligations of the Customer in its capacity as a contracting counterparty and nothing in the Legal Services Contract shall operate as an obligation upon, or in any other way fetter or constrain the Customer in any other capacity, nor shall the exercise by the Customer of its duties and powers in any other capacity lead to any liability under the Legal Services Contract (howsoever arising) on the part of the Customer to the Supplier.

14.2 Insurance

14.2.1 Notwithstanding any benefit to the Customer of the policy or policies of insurance referred to in Clause 31 (Insurance) of the Panel Agreement, the Supplier shall effect and maintain further policy or policies of insurance or extensions to such existing policy or policies of insurance procured under the Panel Agreement in respect of all risks which may be incurred by the Supplier arising out of its performance of its obligations under this Legal Services Contract. Such policy or policies shall include professional indemnity cover in respect of any financial loss to the Customer arising from any advice given or omitted to be given by the Supplier under the Legal Services Contract or otherwise in connection with the provision of the Ordered Panel Services. Such insurance shall be maintained for so long as the Supplier may have any liability to the Customer hereunder.

14.2.2 It shall be the responsibility of the Supplier to determine the amount of insurance cover that will be adequate to enable the Supplier to satisfy any liability arising in respect of the risks referred to in Clause 7.2.1.

14.2.3 If, for whatever reason, the Supplier fails to give effect to and maintain the insurances required by Clause 7.2.1, the Customer may make alternative

arrangements to protect its interests and may set-off the costs of such arrangements against the Charges.

14.2.4 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Legal Services Contract.

14.2.5 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Customer (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

15. INTELLECTUAL PROPERTY RIGHTS

15.1 Unless otherwise provided in the Order Form, Intellectual Property Rights in the output from the Ordered Panel Services shall vest in the Supplier who shall grant to the Customer a non-exclusive, free of charge, unlimited, transferable, irrevocable licence to use, exploit and sub-licence the same.

15.2 Subject to Clause 8.1 and save as expressly granted elsewhere under the Legal Services Contract, the Customer shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Supplier or its licensors and the Supplier shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Customer or its licensors.

15.3 The Supplier shall on demand fully indemnify and keep fully indemnified and hold the Customer and the Crown harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Customer and or the Crown may suffer or incur as a result of any claim that the performance by the Supplier of the Ordered Panel Services infringes or allegedly infringes a third party's Intellectual Property Rights (any such claim being a "**Claim**").

15.4 If a Claim arises, the Customer shall notify the Supplier in writing of the Claim and the Customer shall not make any admissions which may be prejudicial to the defence or settlement of the Claim. The Supplier shall at its own expense conduct all negotiations and any litigation arising in connection with the Claim provided always that the Supplier:

15.4.1 shall consult the Customer on all substantive issues which arise during the conduct of such litigation and negotiations;

15.4.2 shall take due and proper account of the interests of the Customer;

15.4.3 shall consider and defend the Claim diligently using competent counsel and in such a way as not to bring the reputation of the Customer into disrepute; and

15.4.4 shall not settle or compromise the Claim without the prior written approval of the Customer (not to be unreasonably withheld or delayed).

15.5 The Supplier shall have no rights to use any of the Customer's names, logos or trademarks without the Approval of the Customer, which the Customer shall have the absolute right to grant or deny.

16. PROTECTION OF INFORMATION

16.1 Protection of Personal Data

- 16.1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the factual activity carried out by each of them in relation to their respective obligations under this Call Off Contract dictates the classification of each party. In certain circumstances, a Party may act as “Joint Controller” or a “Controller” or a “Processor”. Each Party, where it is a Controller, shall be responsible for its own compliance with all its obligations under the Data Protection Legislation. Where a Party acts as a Processor in relation to Personal Data where the other Party is Controller, the first Party shall comply and shall procure that any subprocessor complies with the Processor’s obligations in this Call Off Contract to the extent applicable. The only processing that the Processor is authorised to do is listed in Schedule 15 (Processing Personal Data) by the Controller and may not be determined by the Processor.
- 16.1.2 The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
- 16.1.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
 - 16.1.3.1 a systematic description of the envisaged processing operations and the purpose of the processing;
 - 16.1.3.2 an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - 16.1.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 16.1.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 16.1.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Call Off Contract:
 - 16.1.4.1 process that Personal Data only in accordance with Schedule 15 (Processing Personal Data), unless the Processor is required to do otherwise by the requirements of the Call Off Contract or Law. If it is so required the Processor shall promptly notify the Buyer before processing the Personal Data unless prohibited by Law;
 - 16.1.4.2 ensure that it has in place Protective Measures which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and

- (iv) cost of implementing any measures;
- 16.1.4.3 ensure that :
- (i) the Processor Personnel do not process Personal Data except in accordance with this Call Off Contract (and in particular Schedule 15 (Processing Personal Data));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Clause;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Call Off Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- 16.1.4.4 not transfer Personal Data outside of the EU unless the prior written consent of the Buyer has been obtained and the following conditions are fulfilled:
- (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- 16.1.4.5 at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Call Off Contract unless the Processor is required by Law to retain the Personal Data.
- 16.1.5 Subject to Clause 9.1.7, the Processor shall notify the Controller immediately if it:
- (f) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (g) receives a request to rectify, block or erase any Personal Data;
 - (h) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

- (i) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Call Off Contract;
 - (j) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (k) becomes aware of a Data Loss Event.
- 16.1.6 The Processor's obligation to notify under Clause 9.1.5 shall include the provision of further information to the Controller in phases, as details become available.
- 16.1.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 9.1.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
 - 16.1.7.1 the Controller with full details and copies of the complaint, communication or request;
 - 16.1.7.2 such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - 16.1.7.3 the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 16.1.7.4 assistance as requested by the Controller following any Data Loss Event;
 - 16.1.7.5 assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Buyer with the Information Commissioner's Office.
- 16.1.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - 16.1.8.1 the Controller determines that the processing is not occasional;
 - 16.1.8.2 the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - 16.1.8.3 the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 16.1.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 16.1.10 The Processor shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 16.1.11 Before allowing any Sub-processor to process any Personal Data related to this Call Off Contract, the Processor must:
 - 16.1.11.1 notify the Controller in writing of the intended Sub-processor and processing;

- 16.1.11.2 obtain the written consent of the Controller;
- 16.1.11.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 9.1.11 such that they apply to the Sub- processor; and
- 16.1.11.4 provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 16.1.12 The Processor shall remain fully liable for all acts or omissions of any Sub-processor.
- 16.1.13 The Parties agree to take account of any guidance issued by the Information Commissioner's Office and amend this Call Off Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

16.2 Confidentiality

- 16.2.1 Except to the extent set out in this Clause 9.2 or where disclosure is expressly permitted elsewhere in the Legal Services Contract, each Party shall:
 - 16.2.1.1 treat the other Party's Confidential Information as confidential and safeguard it accordingly; and
 - 16.2.1.2 not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.
- 16.2.2 Clause 9.2.1 shall not apply to the extent that:
 - 16.2.2.1 such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA, Code of Practice on Access to Government Information or the Environmental Information Regulations pursuant to Clause 9.4 (Freedom of Information); or
 - 16.2.2.2 such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner; or
 - 16.2.2.3 such information was obtained from a third party without obligation of confidentiality; or
 - 16.2.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of the Legal Services Contract; or
 - 16.2.2.5 it is independently developed without access to the other Party's Confidential Information.
- 16.2.3 The Supplier may only disclose the Customer's Confidential Information to those members of the Supplier's Personnel who are directly involved in the provision of the Ordered Panel Services and who need to know the information, and shall ensure that such individuals are aware of and shall comply with these obligations as to confidentiality.
- 16.2.4 The Supplier shall not, and shall procure that the Supplier's Personnel do not, use any of the Customer's Confidential Information received otherwise than for the purposes of the Legal Services Contract.
- 16.2.5 At the written request of the Customer, the Supplier shall procure that those members of the Supplier's Personnel identified in the Customer's notice sign a

confidentiality undertaking prior to commencing any work in accordance with the Legal Services Contract.

16.2.6 Nothing in the Legal Services Contract shall prevent the Customer from disclosing the Supplier's Confidential Information (including the Management Information obtained pursuant to clause 27 of the Panel Agreement):

16.2.6.1 to any Crown body, or any Other Panel Customer on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown body or any Other Panel Customer save as required by Law;

16.2.6.2 to any consultant, contractor or other person engaged by the Customer for any purpose relating to or connected with the Legal Services Contract or the Panel Agreement (on the basis that the information shall be held by such consultant, contractor or other person in confidence and is not to be disclosed to any third party) or any person conducting an Office of Government Commerce gateway review or any additional assurance programme;

16.2.6.3 for the purpose of the examination and certification of the Customer's accounts; or

16.2.6.4 for any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Customer has used its resources.

16.2.7 The Customer shall use all reasonable endeavours to ensure that any government department, employee, third party or Sub-Contractor to whom the Supplier's Confidential Information is disclosed pursuant to Clause 9.2.6 is made aware of the Customer's obligations of confidentiality.

16.2.8 Nothing in this Clause 9.2 shall prevent either Party from using any techniques, ideas or Know-How gained during the performance of the Legal Services Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other Party's Confidential Information or an infringement of IPR.

16.2.9 In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in performance of the Legal Services Contract, the Supplier undertakes to maintain adequate security arrangements that meet the requirements of Good Industry Practice.

16.2.10 The Supplier shall, at all times during and after the performance of the Legal Services Contract, indemnify the Customer and keep the Customer fully indemnified on demand against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid by the Customer arising from any breach of the Supplier's obligations under this Clause 9.2 except and to the extent that such liabilities have resulted directly from the Customer's instructions.

16.3 Official Secrets Acts 1911 to 1989; section 182 of the Finance Act 1989

16.3.1 The Supplier shall comply with and shall ensure that the Supplier Personnel comply with, the provisions of:

16.3.1.1 the Official Secrets Acts 1911 to 1989; and

16.3.1.2 section 182 of the Finance Act 1989.

16.4 Freedom of Information

16.4.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Customer to enable the Customer to comply with its Information disclosure obligations.

16.4.2 The Supplier shall and shall procure that its Sub-Contractors shall:

16.4.2.1 transfer to the Customer all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information;

16.4.2.2 provide the Customer with a copy of all Information relating to a Request for Information in its possession, or control in the form that the Customer requires within five (5) Working Days (or such other period as the Customer may specify) of the Customer's request; and

16.4.2.3 provide all necessary assistance as reasonably requested by the Customer to enable the Customer to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

16.4.3 The Customer shall be responsible for determining in its absolute discretion and notwithstanding any other provision in the Legal Services Contract or any other contract whether the Commercially Sensitive Information and/or any other Information including Supplier's Confidential Information, is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.

16.4.4 In no event shall the Supplier respond directly to a Request for Information unless authorised in writing to do so by the Customer.

16.4.5 The Supplier acknowledges and agrees that (notwithstanding the provisions of Clause 9.2) the Customer may, acting in accordance with the Ministry of Justice Codes, be obliged under the FOIA or the Environmental Information Regulations to disclose information concerning the Supplier or the Ordered Panel Services:

16.4.5.1 in certain circumstances without consulting the Supplier; or

16.4.5.2 following consultation with the Supplier and having taken the Supplier's views into account,

provided always that where Clause 9.4.6 applies the Customer shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

16.4.6 The Supplier shall ensure that all information is retained for disclosure in accordance with the provisions of the Legal Services Contract and in any event in accordance with the requirements of Good Industry Practice and shall permit

the Customer on reasonable notice to inspect such records as requested from time to time.

- 16.4.7 The Supplier acknowledges that the Commercially Sensitive Information is of an indicative nature only and that the Customer may be obliged to disclose it in accordance with Clause 9.4.5.

16.5 Transparency

- 16.5.1 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA or Environmental Information Regulations, the content of this Legal Services Contract and any Transparency Reports under it is not Confidential Information and shall be made available in accordance with the procurement policy note 13/15 https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/458554/Procurement_Policy_Note_13_15.pdf and the Transparency Principles referred to therein. The Customer shall determine whether any of the content of the Legal Services Contract is exempt from disclosure in accordance with the provisions of the FOIA or Environmental Information Regulations.
- 16.5.2 Notwithstanding any other term of the Legal Services Contract, the Supplier hereby gives consent to the Customer to publish the Legal Services Contract to the general public in its entirety (subject only to redaction of any information which is exempt from disclosure in accordance with the provisions of the FOIA or Environmental Information Regulations), including any changes to the Legal Services Contract agreed from time to time.
- 16.5.3 The Customer may consult with the Supplier to inform its decision regarding any redactions but the Customer shall have the final decision in its absolute discretion.
- 16.5.4 The Supplier shall assist and cooperate with the Customer to enable the Customer to publish this Legal Services Contract and in the preparation of the Transparency Reports in accordance with Contract Schedule 4 (Transparency Reports).

17. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

- 17.1 The Supplier warrants, represents and undertakes to the Customer that:
- 17.1.1 it has full capacity and authority and all necessary consents, licences, permissions (statutory, regulatory, contractual or otherwise) to enter into and perform its obligations under the Legal Services Contract;
- 17.1.2 the Legal Services Contract is executed by a duly authorised representative of the Supplier;
- 17.1.3 in entering the Legal Services Contract it has not committed any Fraud;
- 17.1.4 it has not committed any offence under the Prevention of Corruption Acts 1889 to 1916, or the Bribery Act 2010;
- 17.1.5 all information, statements and representations contained in the Supplier's tender or other submission to the Customer for the award of the Legal Services Contract (if applicable) are true, accurate and not misleading save as specifically disclosed in writing to the Customer prior to execution of the Legal Services Contract and it will advise the Customer of any fact, matter or

circumstance of which it may become aware which would render any such information, statement or representation to be false or misleading;

- 17.1.6 no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or its assets which will or might affect its ability to perform its obligations under the Legal Services Contract;
 - 17.1.7 it is not subject to any contractual obligation, compliance with which is likely to have an adverse effect on its ability to perform its obligations under the Legal Services Contract;
 - 17.1.8 it has not done or omitted to do anything which could have an adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Legal Services Contract;
 - 17.1.9 no proceedings or other steps have been taken and not discharged or dismissed (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue;
 - 17.1.10 it has taken and shall continue to take all steps, in accordance with Good Industry Practice, to prevent the unauthorised use of, modification, access, introduction, creation or propagation of any disruptive element, virus, worms and/or trojans, spyware or other malware into the computing environment (including the hardware, software and/or telecommunications networks or equipment), data, software or Confidential Information (held in electronic form) owned by or under the control of, or used by, the Customer; and
 - 17.1.11 it owns, has obtained or is able to obtain valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Legal Services Contract and shall maintain the same in full force and effect for so long as is necessary for the proper provision of the Legal Services Contract Services.
- 17.2 The Supplier warrants, represents and undertakes to the Customer that:
- 17.2.1 it has read and fully understood the Order Form and these Terms and Conditions and is capable of performing the Ordered Panel Services in all respects in accordance with the Legal Services Contract;
 - 17.2.2 the Supplier and each of its Sub-Contractors has all personnel, equipment and experience necessary for the proper performance of the Ordered Panel Services; and
 - 17.2.3 it will at all times:
 - 17.2.3.1 perform its obligations under the Legal Services Contract with all reasonable care, skill and diligence and in accordance with Good Industry Practice;
 - 17.2.3.2 comply with all the KPIs;
 - 17.2.3.3 carry out the Ordered Panel Services within the timeframe agreed with the Customer; and

17.2.3.4 without prejudice to its obligations under Clause 5 (Personnel), ensure to the satisfaction of the Customer that the Ordered Panel Services are provided and carried out by such appropriately qualified, skilled and experienced personnel as are necessary for the proper performance of the Ordered Panel Services.

17.3 The Supplier shall promptly notify the Customer in writing:

17.3.1 of any material detrimental change in the financial standing and/or credit rating of the Supplier;

17.3.2 if the Supplier undergoes a Change of Control; and

17.3.3 provided this does not contravene any Law, of any circumstances suggesting that a Change of Control is planned or in contemplation.

17.4 For the avoidance of doubt, the fact that any provision within the Legal Services Contract is expressed as a warranty shall not preclude any right of termination the Customer would have in respect of breach of that provision by the Supplier if that provision had not been so expressed.

17.5 The Supplier acknowledges and agrees that:

17.5.1 the warranties, representations and undertakings contained in the Legal Services Contract are material and are designed to induce the Customer into entering into the Legal Services Contract; and

17.5.2 the Customer has been induced into entering into the Legal Services Contract and in doing so has relied upon the warranties, representations and undertakings contained in the Legal Services Contract.

Call Off Guarantee

17.6 Where the Customer has stipulated in the Call Off Order Form that this Legal Service Contract shall be conditional upon receipt of a Call Off Guarantee, then, on or prior to the Call Off Commencement Date or on any other date specified by the Customer, the Supplier shall deliver to the Customer:

17.6.1 an executed Call Off Guarantee from a Call Off Guarantor; and

17.6.2 a certified copy extract of the board minutes and/or resolution of the Call Off Guarantor approving the execution of the Call Off Guarantee.

17.7 The Customer may in its sole discretion at any time agree to waive compliance with the requirement in Clause 17.6 by giving the Supplier notice in writing.

18. TERMINATION

18.1 Termination on Insolvency

18.1.1 The Customer may terminate this Legal Services Contract with immediate effect by giving notice in writing where:

18.1.1.1 an Insolvency Event affecting the Supplier occurs; or

18.1.1.2 the Supplier demerges into two or more firms, merges with another form, incorporates or otherwise changes its legal form and the new

entity has or could reasonably be expected to have a materially less good financial standing or weaker credit rating than the Supplier.

18.2 Termination on Material Breach

18.2.1 The Customer may terminate the Legal Services Contract with immediate effect by giving written notice to the Supplier if:

18.2.1.1 the Supplier commits a Material Breach and if:

(a) the Supplier has not within ten (10) Working Days or such other longer period as may be specified by the Customer, after issue of a written notice to the Supplier specifying the Material Breach and requesting it to be remedied:

- (i) remedied the Material Breach; and
- (ii) put in place measures to ensure that such Material Breach does not recur,

in each case to the satisfaction of the Customer; or

(b) the Material Breach is not, in the opinion of the Customer, capable of remedy; or

18.2.1.2 in the event of an investigation by the Solicitors Regulation Authority into the Supplier's organisation; or

18.2.1.3 in the event of conviction for dishonesty of the Supplier (if an individual) or any one or more of the Supplier's directors, partners or members (if the Supplier is a firm or firms), which conviction might reasonably be expected to lead to the striking off from the Roll of the individual(s) concerned.

18.2.2 If the Customer fails to pay the Supplier undisputed sums of money when due, the Supplier shall notify the Customer in writing of such failure to pay. If the Customer fails to pay such undisputed sums within five (5) calendar days from the receipt of a such notice, the Supplier may terminate the Legal Services Contract by ten (10) Working Days' written notice to the Customer.

18.3 Termination on Change of Control

18.3.1 The Customer may terminate the Legal Services Contract by notice in writing with immediate effect within six (6) Months of:

18.3.1.1 being notified in writing that a Change of Control has occurred or is planned or in contemplation; or

18.3.1.2 where no notification has been made, the date that the Customer becomes aware of the Change of Control,

but shall not be permitted to terminate where the Customer's written consent to the continuation of the Legal Services Contract was granted prior to the Change of Control.

18.4 Termination for breach of Regulations

18.4.1 The Customer may terminate this Legal Services Contract by notice in writing to the Supplier on the occurrence of any of the statutory provisos contained in Regulation 73 (1) (a) to (c).

18.5 Termination on Notice

- 18.5.1 The Customer shall have the right to suspend the Legal Services Contract (whether with immediate effect or otherwise) at any time by giving written notice (which shall include the date on which the suspension is to take effect) to the Supplier.
- 18.5.2 The Customer shall have the right to terminate the Legal Services Contract (whether with immediate effect or otherwise) at any time by giving written notice of the termination to the Supplier, which shall include the date on which termination is to take effect. The Customer shall:
 - 18.5.2.1 where such Charges are calculated by reference to rates or a capped price, pay the undisputed Charges properly incurred, invoiced and due hereunder up till the date of termination; or
 - 18.5.2.2 where such Charges are calculated as a fixed price, pay a pro rata proportion of the fixed price reflecting the degree to which the Ordered Panel Services relating to the relevant fixed price have been performed as at the date of termination.

18.6 Termination in Relation to Panel Agreement

- 18.6.1 The Customer may terminate the Legal Services Contract with immediate effect by giving written notice to the Supplier if the Panel Agreement is terminated for any reason whatsoever.

18.7 Termination in Relation to Benchmarking

- 18.7.1 The Customer may terminate this Legal Services Contract with immediate effect by giving written notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in paragraphs 1 and 2 of Panel Schedule 12 (Continuous Improvement and Benchmarking).

18.8 Termination in Relation to Variation

- 18.8.1 The Customer may terminate this Legal Services Contract with immediate effect by giving written notice to the Supplier for failure of the Parties to agree or the Supplier to implement a variation pursuant to Clause 11.1.3.

18.9 Partial Termination

- 18.9.1 Where the Customer is entitled to terminate the Legal Services Contract pursuant to this Clause 11, the Customer shall be entitled to terminate all or part of the Legal Services Contract provided always that the parts of the Legal Services Contract not terminated can operate effectively to deliver the intended purpose of the Legal Services Contract or a part thereof.

18.10 Termination in Relation to Call Off Guarantee

- 18.10.1 Where this Legal Services Contract is conditional upon the Supplier procuring a Call Off Guarantee pursuant to Clause 10, the Customer may terminate this Legal Services Contract by issuing a termination notice in writing to the Supplier where:
 - 18.10.1.1 the Call Off Guarantor withdraws the Call Off Guarantee for any reason whatsoever;

- 18.10.1.2 the Call Off Guarantor is in breach or anticipatory breach of the Call Off Guarantee;
 - 18.10.1.3 an Insolvency Event occurs in respect of the Call Off Guarantor;
or
 - 18.10.1.4 the Call Off Guarantee becomes invalid or unenforceable for any reason whatsoever,
- and in each case the Call Off Guarantee (as applicable) is not replaced by an alternative guarantee agreement acceptable to the Customer; or
- 18.10.1.5 the Supplier fails to provide the documentation required by Clause 17.6 by the date so specified by the Customer.

19. CONSEQUENCES OF EXPIRY OR TERMINATION

- 19.1 Subject to Clause 12.2, where the Customer terminates the Legal Services Contract pursuant to Clause 11 (Termination) and then makes other arrangements for the supply of the Services:
 - 19.1.1 the Customer may recover from the Supplier the cost reasonably incurred in making those other arrangements and any additional expenditure incurred by the Customer in securing the Services in accordance with the requirements of the Legal Services Contract;
 - 19.1.2 the Customer shall take all reasonable steps to mitigate such additional expenditure; and
 - 19.1.3 no further payments shall be payable by the Customer to the Supplier until the Customer has established the final cost of making those other arrangements, whereupon the Customer shall be entitled to deduct an amount equal to the final cost of such other arrangements from the further payments then due to the Supplier.
- 19.2 Clause 12.1 shall not apply where the Customer terminates the Legal Services Contract:
 - 19.2.1 solely pursuant to Clause 11.3 or Clause 11.5; or
 - 19.2.2 solely pursuant to Clause 11.6 if termination pursuant to Clause 11.6 occurs as a result of termination of the Panel Agreement pursuant to the provisions of clauses 19.1.4, 33.5 or 33.7 thereof.
- 19.3 On the termination of the Legal Services Contract for any reason, the Supplier shall, at the request of the Customer and at the Supplier's cost:
 - 19.3.1 immediately return to the Customer all Confidential Information and the Customer's Personal Data in its possession or in the possession or under the control of any permitted suppliers or Sub-Contractors, which was obtained or produced in the course of providing the Ordered Panel Services;
 - 19.3.2 except where the retention of Customer's Personal Data is required by Law, promptly destroy all copies of the Customer Data and provide written confirmation to the Customer that the Customer Data has been destroyed.

- 19.3.3 immediately deliver to the Customer in good working order (but subject to allowance for reasonable wear and tear) all the property (including materials, documents, information and access keys but excluding real property and IPR) issued or made available to the Supplier by the Customer in connection with the Legal Services Contract provided to the Supplier;
 - 19.3.4 vacate, and procure that the Supplier's Personnel vacate, any premises of the Customer occupied for the purposes of providing the Ordered Panel Services;
 - 19.3.5 return to the Customer any sums prepaid in respect of the Ordered Panel Services not provided by the date of expiry or termination (howsoever arising); and
 - 19.3.6 promptly provide all information concerning the provision of the Ordered Panel Services which may reasonably be requested by the Customer for the purposes of properly understanding the manner in which the Ordered Panel Services have been provided or for the purpose of allowing the Customer or any replacement Supplier to conduct due diligence.
- 19.4 Without prejudice to any other right or remedy which the Customer may have, if any Ordered Panel Services are not supplied in accordance with, or the Supplier fails to comply with any of the terms of the Legal Services Contract then the Customer may (whether or not any part of the Ordered Panel Services have been delivered) do any one or more of the following:
- 19.4.1 at the Customer's option, give the Supplier the opportunity (at the Supplier's expense) to remedy any failure in the performance of the Ordered Panel Services together with any damage resulting from such defect or failure (where such defect or failure is capable of remedy) and carry out any other necessary work to ensure that the terms of the Legal Services Contract are fulfilled, in accordance with the Customer's instructions;
 - 19.4.2 without terminating the Legal Services Contract, itself supply or procure the supply of all or part of the Legal Services Contract Services until such time as the Supplier shall have demonstrated to the reasonable satisfaction of the Customer that the Supplier will once more be able to supply all or such part of the Legal Services Contract Services in accordance with the Legal Services Contract;
 - 19.4.3 without terminating the whole of the Legal Services Contract, terminate the Legal Services Contract in respect of part of the Ordered Panel Services only and thereafter itself supply or procure a third party to supply such part of the Ordered Panel Services; and/or
 - 19.4.4 charge the Supplier for, whereupon the Supplier shall on demand pay, any costs reasonably incurred by the Customer (including any reasonable administration costs) in respect of the supply of any part of the Services by the Customer or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Supplier for such part of the Ordered Panel Services and provided that the Customer uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Ordered Panel Services.
- 19.5 The Parties shall comply with the exit management provisions set out in Schedule 2 (Exit Management).

19.6 Save as otherwise expressly provided in the Legal Services Contract:

- 19.6.1 termination or expiry of the Legal Services Contract shall be without prejudice to any rights, remedies or obligations accrued under the Legal Services Contract prior to termination or expiration and nothing in the Legal Services Contract shall prejudice the right of either Party to recover any amount outstanding at the time of such termination or expiry; and
- 19.6.2 termination of the Legal Services Contract shall not affect the continuing rights, remedies or obligations of the Customer or the Supplier under the following Clauses: Clause 6 (Charges and Invoicing); Clause 7 (Liability and Insurance); Clause 8 (Intellectual Property Rights); Clause 9 (Protection of Information); Clause 14 (Prevention of Fraud and Bribery); Clause 22 (Contracts (Rights of Third Parties) Act); Clause 24.1 (Governing Law and Jurisdiction) and, without limitation to the foregoing, any other provision or Contract Schedule of the Legal Services Contract which expressly or by implication is to be performed or observed notwithstanding termination or expiry shall survive the termination or expiry of the Legal Services Contract.

20. PUBLICITY, MEDIA AND OFFICIAL ENQUIRIES

- 20.1 The Supplier shall not, and shall procure that its Sub-Contractors shall not, make any press announcements or publicise the Legal Services Contract in any way without Approval and shall take reasonable steps to ensure that the Supplier's Personnel and professional advisors comply with this Clause 13. Any such press announcements or publicity proposed under this Clause 13 shall remain subject to the rights relating to Confidential Information and Commercially Sensitive Information.
- 20.2 Subject to the rights in relation to Confidential Information and Commercially Sensitive Information, the Customer shall be entitled to publicise the Legal Services Contract in accordance with any legal obligation upon the Customer including any examination of the Legal Services Contract by the Auditors.
- 20.3 The Supplier shall not do anything or permit to cause anything to be done, which may damage the reputation of the Customer or bring the Customer into disrepute.

21. PREVENTION OF FRAUD AND BRIBERY

- 21.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier Personnel, have at any time prior to the Commencement Date:
 - 21.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
 - 21.1.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- 21.2 The Supplier shall not during the Term:
 - 21.2.1 commit a Prohibited Act; and/or
 - 21.2.2 do or suffer anything to be done which would cause the Customer or any of the Customer's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

21.3 The Supplier shall during the Term:

- 21.3.1 establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;
- 21.3.2 keep appropriate records of its compliance with its obligations under Clause 21.3.1 and make such records available to the Customer on request;
- 21.3.3 if so required by the Customer, within twenty (20) Working Days of the Commencement Date, and annually thereafter, certify to the Customer in writing that the Supplier and all persons associated with it or its Sub-Contractors or other persons who are supplying the Ordered Panel Services in connection with this Legal Services Contract are compliant with the Relevant Requirements. The Supplier shall provide such supporting evidence of compliance as the Customer may reasonably request; and
- 21.3.4 have, maintain and where appropriate enforce an anti-bribery policy (which shall be disclosed to the Customer on request) to prevent it and any Supplier Personnel or any person acting on the Supplier's behalf from committing a Prohibited Act.

21.4 The Supplier shall immediately notify the Customer in writing if it becomes aware of any breach of Clause 21.1, or has reason to believe that it has or any of the Supplier Personnel have:

- 21.4.1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
- 21.4.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
- 21.4.3 received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Legal Services Contract or otherwise suspects that any person or Party directly or indirectly connected with this Legal Services Contract has committed or attempted to commit a Prohibited Act.

21.5 If the Supplier makes a notification to the Customer pursuant to Clause 21.4, the Supplier shall respond promptly to the Customer's enquiries, co-operate with any investigation, and allow the Customer to audit any books, records and/or any other relevant documentation.

21.6 If the Supplier breaches Clause 21.3, the Customer may by notice:

- 21.6.1 require the Supplier to remove from performance of this Legal Services Contract any Supplier Personnel whose acts or omissions have caused the Supplier's breach; or
- 21.6.2 immediately terminate this Legal Services Contract.

21.7 Any notice served by the Customer under Clause 21.4 shall specify the nature of the Prohibited Act, the identity of the Party who the Customer believes has committed the

Prohibited Act and the action that the Customer has elected to take (including, where relevant, the date on which this Legal Services Contract shall terminate).

22. NON-DISCRIMINATION

22.1 The Supplier shall:

- 22.1.1 perform its obligations under this Panel Agreement (including those in relation to the provision of the Panel Services) in accordance with:
 - 22.1.1.1 all applicable equality Law (whether in relation to race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise); and
 - 22.1.1.2 other requirements and instructions which the Authority reasonably imposes in connection with any equality obligations imposed on the Authority at any time under applicable equality Law;
- 22.1.2 take all necessary steps, and inform the Authority of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation);
- 22.1.3 have in place plans and policies which shall:
 - 22.1.3.1 promote a diverse and inclusive workforce and working environment;
 - 22.1.3.2 seek to effectively prevent discrimination, bullying and harassment of underrepresented groups (including those with caring responsibilities); and
 - 22.1.3.3 promote recruitment from the widest pool of individuals, and these plans and policies shall be robustly monitored using management information;
- 22.1.4 ensure that all managers and those involved in recruitment undertake unconscious bias training; and
- 22.1.5 where possible, avoid the use of single sex recruitment panels.

23. ASSIGNMENT AND NOVATION

- 23.1 The Supplier shall not assign, novate, sub-contract or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Legal Services Contract or any part of it without Approval.
- 23.2 The Customer may assign, novate or otherwise dispose of its rights and obligations under the Legal Services Contract or any part thereof to:
 - 23.2.1 any other Panel Customer; or
 - 23.2.2 any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Customer; or
 - 23.2.3 any private sector body which substantially performs the functions of the Customer,

and the Supplier shall, at the Customer's request, enter into a novation agreement in such form as the Customer shall reasonably specify in order to enable the Customer to exercise its rights pursuant to this Clause 16.2. Any change in the legal status of the Customer such that

it ceases to be a Panel Customer shall not, subject to Clause 16.3, affect the validity of the Legal Services Contract. In such circumstances, the Legal Services Contract shall bind and inure to the benefit of any successor body to the Customer.

23.3 If the rights and obligations under the Legal Services Contract are assigned, novated or otherwise disposed of pursuant to Clause 16.2 to a body which is not a Panel Customer or a Central Government Body or if there is a change in the legal status of the Customer such that it ceases to be a Panel Customer or Central Government Body (in the remainder of this Clause any such body being referred to as a "**Transferee**"):

23.3.1 the rights of termination of the Customer in Clause 11 shall be available to the Supplier in the event of, respectively, the bankruptcy or insolvency, or default of the Transferee; and

23.3.2 the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Legal Services Contract or any part thereof with the previous consent in writing of the Supplier, which shall not be unreasonably withheld or delayed.

23.4 The Customer may disclose to any Transferee any Confidential Information of the Supplier which relates to the performance of the Supplier's obligations under the Legal Services Contract. In such circumstances the Customer shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Supplier's obligations under the Legal Services Contract and for no other purposes and shall take reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Confidential Information.

23.5 For the purposes of Clause 16.3 each Party shall at its own cost and expense carry out, or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other Party the full benefit of the provisions of the Legal Services Contract.

24. WAIVER AND CUMULATIVE REMEDIES

24.1 The rights and remedies under this Legal Services Contract may be waived only by notice in accordance with Clause 23 (Notices) and in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Legal Services Contract or by Law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that right or remedy.

24.2 Unless otherwise provided in this Legal Services Contract, rights and remedies under this Legal Services Contract are cumulative and do not exclude any rights or remedies provided by Law, in equity or otherwise.

25. FURTHER ASSURANCES

25.1 Each Party undertakes at the request of the other, and at the cost of the requesting Party to do all acts and execute all documents which may be necessary to give effect to the meaning of the Legal Services Contract.

26. SEVERABILITY

26.1 If any provision of the Legal Services Contract (or part of any provision) is held to be void or otherwise unenforceable by any court of competent jurisdiction, such provision

(or part) shall to the extent necessary to ensure that the remaining provisions of this Legal Services Contract are not void or unenforceable be deemed to be deleted and the validity and/or enforceability of the remaining provisions of this Legal Services Contract shall not be affected.

- 26.2 In the event that any deemed deletion under Clause 17.1 is so fundamental as to prevent the accomplishment of the purpose of this Legal Services Contract or materially alters the balance of risks and rewards in this Legal Services Contract, either Party may give notice to the other Party requiring the Parties to commence good faith negotiations to amend this Legal Services Contract so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Legal Services Contract and, to the extent that is reasonably practicable, achieves the Parties' original commercial intention.

27. RELATIONSHIP OF THE PARTIES

- 27.1 Except as expressly provided otherwise in this Legal Services Contract, nothing in this Legal Services Contract, nor any actions taken by the Parties pursuant to this Legal Services Contract, shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the Parties, or authorise either Party to make representations or enter into any commitments for or on behalf of any other Party.

28. ENTIRE AGREEMENT

- 28.1 The Legal Services Contract, together with a completed, signed and dated Panel Agreement and the other documents referred to in them constitute the entire agreement and understanding between the Parties in respect of the matters dealt with in them and supersede, cancel and nullify any previous agreement between the Parties in relation to such matters.
- 28.2 Each of the Parties acknowledges and agrees that in entering into the Legal Services Contract it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in the Legal Services Contract.
- 28.3 The Supplier acknowledges and agrees that it has:
- 28.3.1 entered into the Legal Services Contract in reliance on its own due diligence alone; and
 - 28.3.2 received sufficient information required by it in order to determine whether it is able to provide the Services in accordance with the terms of the Legal Services Contract.
- 28.4 Nothing in Clauses 21.1 and 21.2 shall operate to exclude liability for Fraud or fraudulent misrepresentation.

29. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

- 29.1 A person who is not a party to the Legal Services Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement

of the Parties, provided that this Clause 21.1 does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

- 29.2 No consent of any third party is necessary for any rescission, variation (including any release or compromise in whole or in part of liability) or termination of the Legal Services Contract or any one or more Clauses of it.
- 29.3 The Supplier agrees that the Customer may enforce any of the provisions of the Panel Agreement referred to in clause 45.1 as if they were terms of the Legal Services Contract (reading references in those provisions to Panel Customer and the Supplier as references to the Customer and the Supplier respectively).

30. NOTICES

- 30.1 Except as otherwise expressly provided in the Legal Services Contract, no notice or other communication from one Party to the other shall have any validity under the Legal Services Contract unless given or made in writing by or on behalf of the Party sending the communication.
- 30.2 Any notice or other communication given or made by either Party to the other shall:
 - 30.2.1 be given by letter (sent by hand, post or a recorded signed for delivery service), facsimile or electronic mail confirmed by letter; and
 - 30.2.2 unless the other Party acknowledges receipt of such communication at an earlier time, be deemed to have been given:
 - 30.2.2.1 if delivered personally, at the time of delivery;
 - 30.2.2.2 if sent by pre-paid post or a recorded signed for service two (2) Working Days after the day on which the letter was posted provided the relevant communication is not returned as undelivered;
 - 30.2.2.3 if sent by electronic mail, upon receipt of a read receipt; and
 - 30.2.2.4 if sent by facsimile, on the day of transmission if sent before 16:00 hours on any Working Day and otherwise at 9:00 hours on the next Working Day and provided that at time of transmission of the facsimile an error-free transmission report is received by the Party sending the communication.
- 30.3 For the purposes of Clause 23.2, the address, email address and fax number of each Party shall be the address, email address and fax number specified in the Order Form.
- 30.4 Either Party may change its address for service by serving a notice in accordance with this Clause 23.

31. DISPUTES AND LAW

- 31.1 Governing Law and Jurisdiction
 - 31.1.1 The Legal Services Contract shall be governed by and interpreted in accordance with the Laws of England and Wales and the Parties agree to submit to the exclusive jurisdiction of the English courts any dispute that arises in connection with the Legal Services Contract.
- 31.2 Dispute Resolution
 - 31.2.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Legal Services Contract

within twenty (20) Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the level of representative of each Party specified in the Order Form.

- 31.2.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
- 31.2.3 If the dispute cannot be resolved by the Parties pursuant to Clause 24.2.1, the Parties shall refer it to mediation pursuant to the procedure set out in Clause 24.2.5 unless:
 - 31.2.3.1 the Customer considers that the dispute is not suitable for resolution by mediation; or
 - 31.2.3.2 the Supplier does not agree to mediation.
- 31.2.4 The obligations of the Parties under the Legal Services Contract shall not be suspended, cease or be delayed by the reference of a dispute to mediation and the Supplier and the Supplier's Personnel shall comply fully with the requirements of the Legal Services Contract at all times.
- 31.2.5 The procedure for mediation is as follows:
 - 31.2.5.1 a neutral adviser or mediator (the "**Contract Mediator**") shall be chosen by agreement between the Parties or, if they are unable to agree upon a Contract Mediator within ten (10) Working Days after a request by one Party to the other or if the Contract Mediator agreed upon is unable or unwilling to act, either Party shall within ten (10) Working Days from the date of the proposal to appoint a Contract Mediator or within ten (10) Working Days of notice to either Party that he is unable or unwilling to act, apply to the CEDR to appoint a Contract Mediator;
 - 31.2.5.2 the Parties shall within ten (10) Working Days of the appointment of the Contract Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from the CEDR to provide guidance on a suitable procedure;
 - 31.2.5.3 unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;
 - 31.2.5.4 if the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by their duly authorised representatives;
 - 31.2.5.5 failing agreement, either of the Parties may invite the Contract Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties; and

31.2.5.6 if the Parties fail to reach agreement in the structured negotiations within sixty (60) Working Days of the Contract Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the courts.

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: <ul style="list-style-type: none">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; andf) 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;
["Call Off Guarantee"	means a deed of guarantee in favour of the Customer the form set out in Panel Schedule 13 (Guarantee) and granted pursuant to Clause10of this Legal Services Contract;]
["Call Off Guarantor"	means the person acceptable to the Customer to give a Call Off Guarantee;]
"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;

"Confidential Information"	means the Customer's Confidential Information and/or the Suppliers Confidential Information, as the context requires;
"Conflict of Interest"	shall have the meaning set out in the SRA Handbook, as amended from time to time;
"Contract Mediator"	has the meaning set out in Clause 24.2.5.1;
"Contract Schedules"	means schedules to this Legal Services Contract;
"Controller"	has the meaning given in the GDPR;
"Customer"	means the Party identified at section A of the Order Form;
"Customer's Confidential Information"	<p>means:</p> <ul style="list-style-type: none">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;b) all information derived from any of the above; andc) 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;
"Customer Data"	<p>means:</p> <ul style="list-style-type: none">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">i) are supplied to the Supplier by or on behalf of the Customer; orii) the Supplier is required to generate, process, store or transmit pursuant to this Legal Services Contract; or <p>any Personal Data for which the Customer is the Data Controller;</p>
"Customer Personnel"	means all persons employed or engaged by the Customer together with the Customers servants, agents, suppliers and consultants;
"Customer Premises"	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 given in the GDPR;

"Data Subject Access Request" means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;

means a request made by, or on behalf of, a Data Subject

"Data Protection Legislation"

means:

- i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time;
- ii) the DPA to the extent that it relates to processing of personal data and privacy;
- iii) all applicable Law about the processing of personal data and privacy;

"Data Protection Officer"

has the meaning given in the GDPR;

"Disbursement"

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

"Deductions"

has the meaning set out at Clause 13.3;

"DPA"

means the Data Protection Act 2018 as amended from time to time;

"Employee Liabilities"

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;

"GDPR"	means the General Protection Regulation (Regulation (EU) 2016/679)
"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"	<p>means, in respect of the Supplier or Panel Guarantor or Call Off Guarantor (as applicable):</p> <ul style="list-style-type: none">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; orb) 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); orc) 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; ord) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; ore) 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; orf) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; org) 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;

"Joint Controllers"

means where two or more Controllers jointly determine the purposes and means of processing

"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;
"LED"	means the Law Enforcement Directive (Directive (EU) 2016/680);
"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), and or Clause 14 (Prevention of Fraud and Bribery);
"Order Form"	means the order form set out in Part 1 of this Legal Services Contract;
"Ordered Panel Services"	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;
"OJEU Notice"	means the notice published in the OJEU with the reference 2016/S 174-313246;
"Open Book Data"	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:
"Panel Agreement"	means the panel agreement between the Authority and the Supplier dated [xx/yy/yyyy] and referenced in the Order Form;
"Panel Customers"	means the Authority, the Customer and any other bodies listed in the OJEU Notice;
"Panel Guarantor"	means any person acceptable to the Authority to give a Panel Guarantee;
"Party"	means the Supplier or the Customer and "Parties" shall mean both of them;

"Personal Data"	has the meaning given in the GDPR to which the Processor has access to from time to time in the course of the Services;
"Personal Data Breach"	has the meaning given in the GDPR;
"Processor"	has the meaning given in the GDPR;
"Prohibited Act"	<p>means any of the following:</p> <ul style="list-style-type: none">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:<ul style="list-style-type: none">i) induce that person to perform improperly a relevant function or activity; orii) 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:<ul style="list-style-type: none">i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); orii) under legislation or common law concerning fraudulent acts; oriii) defrauding, attempting to defraud or conspiring to defraud the Customer; or <p>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;</p>
"Protective Measures"	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident and regularly assessing and evaluating the effectiveness of the such measures adopted by it;

"Reimbursable Expenses"	<p>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:</p> <ul style="list-style-type: none">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; andb) 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"	<p>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;</p>
"Staffing Information"	<p>the reference to "DPA" shall be replaced with "Data Protection Legislation"</p>
"Standards"	<p>means:</p> <ul style="list-style-type: none">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;

"Sub-processor"

any third party appointed to process Personal Data on behalf of the Service Provider related to this agreement;

"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;

"Supplier Equipment"

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;

"Supplier Personnel"

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;

"Supporting Documentation"

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;

"Term"

means the term of this Legal Services Contract from the Commencement Date until the Expiry Date;

"Terms and Conditions"

means these terms and conditions set out in this Part 2 of the Legal Services Contract;

"Transparency Reports"

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;

"VAT"

means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and

"Working Day"

means any day other than a Saturday, Sunday or public holiday in England and Wales, and **"Working Days"** shall be construed accordingly.

CONTRACT SCHEDULE 2: EXIT MANAGEMENT

1. DEFINITIONS

1.1 In this Contract Schedule 2, the following definitions shall apply:

"Exclusive Assets"	means those Supplier assets used by the Supplier or a Key Sub-Contractor which are used exclusively in the provision of the Ordered Panel Services;
"Exit Information"	has the meaning given to it in paragraph 4.1 of this Contract Schedule2;
"Exit Manager"	means the person appointed by each Party pursuant to paragraph 3.4 of this Contract Schedule 2 for managing the Parties' respective obligations under this Contract Schedule 2;
"Exit Plan"	means the exit plan described in paragraph 5 of this Contract Schedule 2 (Exit Management);
"Net Book Value"	means the net book value of the relevant Supplier asset(s) calculated in accordance with the depreciation policy of the Supplier set out in the letter in the agreed form from the Supplier to the Customer of even date with this Legal Services Contract;
"Non-Exclusive Assets"	means those Supplier assets (if any) which are used by the Supplier or a Key Sub-Contractor in connection with the Ordered Panel Services but which are also used by the Supplier or Key Sub-Contractor for other purposes;
"Registers"	means the register and configuration database referred to in paragraphs 3.1.1 and 3.1.2 of this Contract Schedule 2;
"Replacement Services"	means any services which are substantially similar to any of the Ordered Panel Services and which the Customer receives in substitution for any of the Ordered Panel Services following the Expiry Date, whether those services are provided by the Customer internally and/or by any third party;
"Replacement Supplier"	means any third party provider of Replacement Services appointed by or at the direction of the Customer from time to time or where the Customer is providing

	Replacement Services for its own account, shall also include the Customer;
"Supplier Assets"	means an item of property owned by a person or company, regarded as having value and available to meet debts, commitments, or legacies;
"Termination Assistance"	means the activities to be performed by the Supplier pursuant to the Exit Plan, and any other assistance required by the Customer pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	has the meaning given to it in paragraph 6.1 of this Contract Schedule 2;
"Termination Assistance Period"	means in relation to a Termination Assistance Notice, the period specified in the Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to paragraph 6.2 of this Contract Schedule 2;
"Transferable Assets"	means those of the Exclusive Assets which are capable of legal transfer to the Customer;
"Transferable Contracts"	means the Sub-Contracts, licences for Supplier IPR, licences for third party IPR or other agreements which are necessary to enable the Customer or any Replacement Supplier to provide the Ordered Panel Services or the Replacement Services, including in relation to licences all relevant documentation;
"Transferring Assets"	has the meaning given to it in paragraph 9.2.1 of this Contract Schedule 2; and
"Transferring Contracts"	has the meaning given to it in paragraph 9.2.3 of this Contract Schedule 2.

2. INTRODUCTION

- 2.1 This Contract Schedule 2 describes provisions that should be included in the Exit Plan, the duties and responsibilities of the Supplier to the Customer leading up to and covering the Expiry Date and the transfer of service provision to the Customer and/or a Replacement Supplier.
- 2.2 The objectives of the exit planning and service transfer arrangements are to ensure a smooth transition of the availability of the Ordered Panel Services from the Supplier to the Customer and/or a Replacement Supplier at the Expiry Date.

3. OBLIGATIONS DURING THE TERM TO FACILITATE EXIT

3.1 During the Term, the Supplier shall:

3.1.1 create and maintain a Register of all:

(a) Supplier assets, detailing their:

- (i) make, model and asset number;
- (ii) ownership and status as either Exclusive Assets or Non-Exclusive Assets;
- (iii) Net Book Value;
- (iv) condition and physical location; and
- (v) use (including technical specifications); and

(b) Sub-Contracts and other relevant agreements (including relevant software licences, maintenance and support agreements and equipment rental and lease agreements) required for the performance of the Ordered Panel Services;

3.1.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Ordered Panel Services, which shall contain sufficient detail to permit the Customer and/or Replacement Supplier to understand how the Supplier provides the Ordered Panel Services and to enable the smooth transition of the Ordered Panel Services with the minimum of disruption;

3.1.3 agree the format of the Registers with the Customer as part of the process of agreeing the Exit Plan; and

3.1.4 at all times keep the Registers up to date, in particular in the event that assets, Sub-Contracts or other relevant agreements are added to or removed from the Ordered Panel Services.

3.2 The Supplier shall:

3.2.1 procure that all Exclusive Assets listed in the Registers are clearly marked to identify that they are exclusively used for the provision of Ordered Panel Services under this Legal Services Contract; and

3.2.2 (unless otherwise agreed by the Customer in writing) procure that all licences for Third Party IPR and all Sub-Contracts shall be assignable and/or capable of novation at the request of the Customer to the Customer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Ordered Panel Services (or part of them) without restriction (including any need to obtain any consent or approval) or payment by the Customer.

3.3 Where the Supplier is unable to procure that any Sub-Contract or other agreement referred to in paragraph 3.2.2 of this Contract Schedule 2 which the Supplier proposes to enter into after the Commencement Date is assignable and/or capable of novation to the Customer (and/or its nominee) and/or any Replacement Supplier without restriction or payment, the Supplier shall promptly notify the Customer of this and the Parties shall (acting reasonably and without undue delay) discuss the appropriate action to be taken which, where the Customer so directs, may include the Supplier seeking an alternative Sub-Contractor or provider of services to which the relevant agreement relates.

3.4 Each Party shall appoint a person for the purposes of managing the Parties' respective obligations under this Contract Schedule 2 and provide written notification of such appointment to the other Party within three (3) months of the Commencement Date. The Supplier's Exit Manager shall be responsible for ensuring that the Supplier and its employees, agents and Sub-Contractors comply with this Contract Schedule 2. The

Supplier shall ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the Supplier as are reasonably necessary to enable the Supplier to comply with the requirements set out in this Contract Schedule 2. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the termination of this Contract and all matters connected with this Contract Schedule 2 and each Party's compliance with it.

4. OBLIGATIONS TO ASSIST ON RE-TENDERING OF ORDERED PANEL SERVICES

- 4.1 On reasonable notice at any point during the Term, the Supplier shall provide to the Customer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), the following material and information in order to facilitate the preparation by the Customer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence:
 - 4.1.1 details of the Ordered Panel Service(s);
 - 4.1.2 a copy of the Registers, updated by the Supplier up to the date of delivery of such Registers;
 - 4.1.3 an inventory of Customer Data in the Supplier's possession or control;
 - 4.1.4 details of any key terms of any third party contracts and licences, particularly as regards charges, termination, assignment and novation;
 - 4.1.5 a list of on-going and/or threatened disputes in relation to the provision of the Ordered Panel Services;
 - 4.1.6 all information relating to Transferring Supplier Employees or those who may be Transferring Supplier Employees' required to be provided by the Supplier under this Legal Services Contract such information to include the Staffing Information as defined in Contract Schedule 3 (Staff Transfer); and
 - 4.1.7 such other material and information as the Customer shall reasonably require, (together, the "**Exit Information**").
- 4.2 The Supplier acknowledges that the Customer may disclose the Supplier's Confidential Information to an actual or prospective Replacement Supplier or any third party whom the Customer is considering engaging to the extent that such disclosure is necessary in connection with such engagement (except that the Customer may not under this paragraph 4.2 of this Contract Schedule 2 disclose any Supplier's Confidential Information which is information relating to the Supplier's or its Sub-Contractors' prices or costs).
- 4.3 The Supplier shall:
 - 4.3.1 notify the Customer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Ordered Panel Services and shall consult with the Customer regarding such proposed material changes; and
 - 4.3.2 provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and in any event within ten (10) Working Days of a request in writing from the Customer.
- 4.4 The Supplier may charge the Customer for its reasonable additional costs to the extent the Customer requests more than four (4) updates in any six (6) month period.
- 4.5 The Exit Information shall be accurate and complete in all material respects and the level of detail to be provided by the Supplier shall be such as would be reasonably necessary to enable a third party to:

- 4.5.1 prepare an informed offer for those Ordered Panel Services; and
- 4.5.2 not be disadvantaged in any subsequent procurement process compared to the Supplier (if the Supplier is invited to participate).

5. EXIT PLAN

- 5.1 The Supplier shall, within three (3) months after the Commencement Date, deliver to the Customer an Exit Plan which:
 - 5.1.1 sets out the Supplier's proposed methodology for achieving an orderly transition of the Ordered Panel Services from the Supplier to the Customer and/or its Replacement Supplier on the expiry or termination of this Contract ;
 - 5.1.2 complies with the requirements set out in paragraph 5.3 of this Contract Schedule 2;
 - 5.1.3 is otherwise reasonably satisfactory to the Customer.
- 5.2 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 its submission, then such dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 5.3 Unless otherwise specified by the Customer or Approved, the Exit Plan shall set out, as a minimum:
 - 5.3.1 how the Exit Information is obtained;
 - 5.3.2 the management structure to be employed during both transfer and cessation of the Ordered Panel Services;
 - 5.3.3 the management structure to be employed during the Termination Assistance Period;
 - 5.3.4 a detailed description of both the transfer and cessation processes, including a timetable;
 - 5.3.5 how the Ordered Panel Services will transfer to the Replacement Supplier and/or the Customer, including details of the processes, documentation, data transfer, systems migration, security and the segregation of the Customer's technology components from any technology components operated by the Supplier or its Sub-Contractors (where applicable);
 - 5.3.6 details of contracts (if any) which will be available for transfer to the Customer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer (and the Supplier agrees that all assets and contracts used by the Supplier in connection with the provision of the Ordered Panel Services will be available for such transfer);
 - 5.3.7 proposals for the training of key members of the Replacement Supplier's personnel in connection with the continuation of the provision of the Ordered Panel Services following the Expiry Date charged at rates agreed between the Parties at that time;
 - 5.3.8 proposals for providing the Customer or a Replacement Supplier copies of all documentation:
 - (a) used in the provision of the Ordered Panel Services and necessarily required for the continued use thereof, in which the Intellectual Property Rights are owned by the Supplier; and
 - (b) relating to the use and operation of the Ordered Panel Services;

- 5.3.9 proposals for the assignment or novation of the provision of all services, leases, maintenance agreements and support agreements utilised by the Supplier in connection with the performance of the supply of the Ordered Panel Services;
- 5.3.10 proposals for the identification and return of all Customer Property in the possession of and/or control of the Supplier or any third party (including any Sub-Contractor);
- 5.3.11 proposals for the disposal of any redundant Ordered Panel Services and materials;
- 5.3.12 procedures to:
 - (a) deal with requests made by the Customer and/or a Replacement Supplier for Staffing Information pursuant to Contract Schedule 3 (Staff Transfer);
 - (b) determine which Supplier Personnel are or are likely to become Transferring Supplier Employees; and
 - (c) identify or develop any measures for the purpose of the Employment Regulations envisaged in respect of Transferring Supplier Employees;
- 5.3.13 how each of the issues set out in this Contract Schedule 2 will be addressed to facilitate the transition of the Ordered Panel Services from the Supplier to the Replacement Supplier and/or the Customer with the aim of ensuring that there is no disruption to or degradation of the Ordered Panel Services during the Termination Assistance Period; and
- 5.3.14 proposals for the supply of any other information or assistance reasonably required by the Customer or a Replacement Supplier in order to effect an orderly handover of the provision of the Ordered Panel Services.

6. TERMINATION ASSISTANCE

- 6.1 The Customer shall be entitled to require the provision of Termination Assistance at any time during the Term 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:
 - 6.1.1 the date from which Termination Assistance is required;
 - 6.1.2 the nature of the Termination Assistance required; and
 - 6.1.3 the 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 Ordered Panel Services.
- 6.2 The Customer shall have an option to extend the Termination Assistance Period beyond the period specified in the Termination Assistance Notice provided that such extension shall not extend for more than six (6) Months after the date the Supplier ceases to provide the Ordered Panel Services or, if applicable, beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier to such effect no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Customer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier to such effect.

7. TERMINATION ASSISTANCE PERIOD

- 7.1 Throughout the Termination Assistance Period, or such shorter period as the Customer may require, the Supplier shall:
- 7.1.1 continue to provide the Ordered Panel Services (as applicable) and, if required by the Customer pursuant to paragraph 6.1 of this Contract Schedule 2, provide the Termination Assistance;
 - 7.1.2 in addition to providing the Ordered Panel Services and the Termination Assistance, provide to the Customer any reasonable assistance requested by the Customer to allow the Ordered Panel Services to continue without interruption following the termination or expiry of this Contract and to facilitate the orderly transfer of responsibility for and conduct of the Ordered Panel Services to the Customer and/or its Replacement Supplier;
 - 7.1.3 use all reasonable endeavours to reallocate resources to provide such assistance as is referred to in paragraph 7.1.2 of this Contract Schedule 2 without additional costs to the Customer;
 - 7.1.4 at the Customer's request and on reasonable notice, deliver up-to-date Registers to the Customer.
- 7.2 Without prejudice to the Supplier's obligations under paragraph 7.1.3 of this Contract Schedule 2, if it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in paragraph 7.1.2 of this Contract Schedule 2 without additional costs to the Customer, any additional costs incurred by the Supplier in providing such reasonable assistance which is not already in the scope of the Termination Assistance or the Exit Plan shall be subject to Clause 4 (Variation and Extension).

8. TERMINATION OBLIGATIONS

- 8.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 8.2 Upon termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Ordered Panel Services and the Termination Assistance and its compliance with the other provisions of this Contract Schedule 2), the Supplier shall:
- 8.2.1 cease to use the Customer Data;
 - 8.2.2 provide the Customer and/or the Replacement Supplier with a complete and uncorrupted version of the Customer Data in electronic form (or such other format as reasonably required by the Customer);
 - 8.2.3 erase from any computers, storage devices and storage media that are to be retained by the Supplier after the end of the Termination Assistance Period all Customer Data and promptly certify to the Customer that it has completed such deletion;
 - 8.2.4 return to the Customer such of the following as is in the Supplier's possession or control:
 - (a) all materials created by the Supplier under this Legal Services Contract in which the IPRs are owned by the Customer;
 - (b) any equipment which belongs to the Customer;
 - (c) any items that have been on-charged to the Customer, such as consumables; and
 - (d) any sums prepaid by the Customer in respect of Ordered Panel Services not delivered by the Expiry Date;
 - 8.2.5 vacate any Customer Premises;

- 8.2.6 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Ordered Panel Services and shall leave the sites in a clean, safe and tidy condition. The Supplier is solely 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 and/or any Supplier Personnel;
- 8.2.7 provide access during normal working hours to the Customer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:
- (a) such information relating to the Ordered Panel Services as remains in the possession or control of the Supplier; and
 - (b) such members of the Supplier Personnel as have been involved in the design, development and provision of the Ordered Panel Services and who are still employed by the Supplier, provided that the Customer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to requests for access under this paragraph.
- 8.3 Upon termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Ordered Panel Services and the Termination Assistance and its compliance with the other provisions of this Contract Schedule 2), each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Ordered Panel Services or termination services or for statutory compliance purposes.
- 8.4 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Customer to the Supplier in relation to the Ordered Panel Services shall be terminated with effect from the end of the Termination Assistance Period.
- 9. ASSETS AND SUB-CONTRACTS**
- 9.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Customer's prior written consent:
- 9.1.1 terminate, enter into or vary any Sub-Contract;
 - 9.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier assets or acquire any new Supplier assets; or
 - 9.1.3 terminate, enter into or vary any licence for software in connection with the provision of Ordered Panel Services.
- 9.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier pursuant to paragraph 7.1.4 of this Contract Schedule 2, the Customer shall provide written notice to the Supplier setting out:
- 9.2.1 which, if any, of the Transferable Assets the Customer requires to be transferred to the Customer and/or the Replacement Supplier ("**Transferring Assets**");
 - 9.2.2 which, if any, of:
 - (a) the Exclusive Assets that are not Transferable Assets; and
 - (b) the Non-Exclusive Assets,
 - the Customer and/or the Replacement Supplier requires the continued use of; and

- 9.2.3 which, if any, of Transferable Contracts the Customer requires to be assigned or novated to the Customer and/or the Replacement Supplier (the “**Transferring Contracts**”),
- in order for the Customer and/or its Replacement Supplier to provide the Ordered Panel Services from the expiry of the Termination Assistance Period. Where requested by the Customer and/or its Replacement Supplier, the Supplier shall provide all reasonable assistance to the Customer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts the Customer and/or its Replacement Supplier requires to provide the Ordered Panel Services or the Replacement Services.
- 9.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Customer and/or its nominated Replacement Supplier for a consideration equal to their Net Book Value, except where the cost of the Transferring Asset has been partially or fully paid for through the Contract Charges at the Expiry Date, in which case the Customer shall pay the Supplier the Net Book Value of the Transferring Asset less the amount already paid through the Charges.
- 9.4 Risk in the Transferring Assets shall pass to the Customer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title to the Transferring Assets shall pass to the Customer or the Replacement Supplier (as appropriate) on payment for the same.
- 9.5 Where the Supplier is notified in accordance with paragraph 9.2.2 of this Contract Schedule 2 that the Customer 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:
- 9.5.1 procure a non-exclusive, perpetual, royalty-free licence (or licence on such other terms that have been agreed by the Customer) for the Customer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
- 9.5.2 procure a suitable alternative to such assets and the Customer or the Replacement Supplier shall bear the reasonable proven costs of procuring the same.
- 9.6 The Supplier shall as soon as reasonably practicable assign or procure the novation to the Customer and/or the Replacement Supplier of the Transferring Contracts. The Supplier shall execute such documents and provide such other assistance as the Customer reasonably requires to effect this novation or assignment.
- 9.7 The Customer shall:
- 9.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
- 9.7.2 once a Transferring Contract is novated or assigned to the Customer and/or the Replacement Supplier, carry out, perform and 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.
- 9.8 The Supplier shall hold any Transferring Contracts on trust for the Customer until such time as the transfer of the relevant Transferring Contract to the Customer and/or the Replacement Supplier has been effected.
- 9.9 The Supplier shall indemnify the Customer (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 Customer

(and/or Replacement Supplier) pursuant to paragraph 9.6 of this Contract Schedule 2 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract.

10. SUPPLIER PERSONNEL

- 10.1 The Customer and Supplier agree and acknowledge that in the event of the Supplier ceasing to provide the Ordered Panel Services or part of them for any reason, Contract Schedule 3 (Staff Transfer) shall apply.
- 10.2 The Supplier shall not and shall procure that any relevant Sub-Contractor shall not take any step (expressly or implicitly and directly or indirectly by itself or through any other person) without the prior written consent of the Customer to dissuade or discourage any employees engaged in the provision of the Ordered Panel Services from transferring their employment to the Customer and/or the Replacement Supplier and/or Replacement Sub-Contractor.
- 10.3 During the Termination Assistance Period, the Supplier shall and shall procure that any relevant Sub-Contractor shall:
 - 10.3.1 give the Customer and/or the Replacement Supplier and/or Replacement Sub-Contractor reasonable access to the Supplier's personnel and/or their consultation representatives to present the case for transferring their employment to the Customer and/or the Replacement Supplier and/or to discuss or consult on any measures envisaged by the Customer, Replacement Supplier and/or Replacement Sub-Contractor in respect of persons expected to be Transferring Supplier Employees;
 - 10.3.2 co-operate with the Customer and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Ordered Panel Services.
- 10.4 The Supplier shall immediately notify the Customer or, at the direction of the Customer, the Replacement Supplier of any period of notice given by the Supplier or received from any person referred to in the Staffing Information as defined in Contract Schedule 3 (Staff Transfer), regardless of when such notice takes effect.
- 10.5 The Supplier shall not for a period of twelve (12) Months from the date of transfer re-employ or re-engage or entice any employees, suppliers or Sub-Contractors whose employment or engagement is transferred to the Customer and/or the Replacement Supplier except that this paragraph 10.5 shall not apply where an offer is made pursuant to an express right to make such offer under Contract Schedule 3 (Staff Transfer) in respect of a Transferring Supplier Employee not identified in the Supplier's Final Supplier Personnel List.

11. CHARGES

- 11.1 Except as otherwise expressly specified in this Contract, the Supplier shall not make any charges for the services provided by the Supplier pursuant to, and the Customer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with, this Contract Schedule 2 including the preparation and implementation of the Exit Plan, the Termination Assistance and any activities mutually agreed between the Parties to carry on after the expiry of the Termination Assistance Period.

12. APPORTIONMENTS

- 12.1 All outgoings and expenses (including any remuneration due) and all rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Customer and the Supplier and/or the Replacement Supplier and the Supplier (as applicable) as follows:

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- 12.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;
 - 12.1.2 the Customer shall be responsible for (or shall procure that the Replacement Supplier 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
 - 12.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.
- 12.2 Each Party shall pay (and/or the Customer shall procure that the Replacement Supplier shall pay) any monies due under paragraph 12.1 of this Contract Schedule 2 as soon as reasonably practicable.

CONTRACT SCHEDULE 3: STAFF TRANSFER

1. DEFINITIONS

In this Contract Schedule 3, the following definitions shall apply:

“Admission Agreement”	An admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into by the Supplier where it agrees to participate in the Schemes in respect of the Ordered Panel Services;
“Eligible Employee”	any Fair Deal Employee who at the relevant time is an eligible employee as defined in the Admission Agreement;
“Fair Deal Employees”	those Transferring Customer Employees who are on the Relevant Transfer Date entitled to the protection of New Fair Deal (and, in the event that Part B of this Contract Schedule 3 applies, any Transferring Former Supplier Employees who originally transferred pursuant to a Relevant Transfer under the Employment Regulations (or the predecessor legislation to the Employment Regulations), from employment with a public sector employer and who were once eligible to participate in the Schemes and who at the Relevant Transfer Date become entitled to the protection of New Fair Deal);
“Former Supplier”	a supplier supplying services to the Customer before the Relevant Transfer Date that are the same as or substantially similar to the Ordered Panel Services (or any part of the Ordered Panel Services) and shall include any sub-contractor of such supplier (or any sub-contractor of any such sub-contractor);
“New Fair Deal”	the revised Fair Deal position set out in the HM Treasury guidance: <i>“Fair Deal for staff pensions: staff transfer from central government”</i> issued in October 2013 including any amendments to that document immediately prior to the Relevant Transfer Date;
“Notified Sub-Contractor”	a Sub-Contractor identified in the Annex to this Contract Schedule 3 to whom Transferring Customer Employees and/or Transferring Former Supplier Employees will transfer on a Relevant Transfer Date;
“Replacement Sub-Contractor”	a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);
“Replacement Services”	means any services which are substantially similar to any of the Ordered Panel Services and which the Customer receives in substitution for any of the Ordered Panel Services following the Expiry Date, whether those services

are provided by the Customer internally and/or by any third party;

"Replacement Supplier"

means any third party provider of Replacement Services appointed by or at the direction of the Customer from time to time or where the Customer is providing Replacement Services for its own account, shall also include the Customer;

"Relevant Transfer"

a transfer of employment to which the Employment Regulations applies;

"Relevant Transfer Date"

in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;

"Schemes"

the Principal Civil Service Pension Scheme available to Civil Servants and employees of bodies under Schedule 1 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Scheme and (ii) Death Benefits Scheme; the Civil Service Additional Voluntary Contribution Scheme; and the Designated Stakeholder Pension Scheme and "alpha" introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014;

"Service Transfer"

any transfer of the Ordered Panel Services (or any part of the Ordered Panel Services), for whatever reason, from the Supplier or any Sub-Contractor to a Replacement Supplier or a Replacement Sub-Contractor;

"Service Transfer Date"

the date of a Service Transfer or, if more than one, the date of the relevant Service Transfer as the context requires;

"Staffing Information"

in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Customer may reasonably request (subject to all applicable provisions of the DPA), but including in an anonymised format:

- (a) their ages, dates of commencement of employment or engagement, gender and place of work;
- (b) details of whether they are employed, self employed contractors or consultants, agency workers or otherwise;
- (c) the identity of the employer or relevant contracting party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;

- (e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other “employee liability information” as such term is defined in regulation 11 of the Employment Regulations;

“Supplier's Final Supplier Personnel List”

a list provided by the Supplier of all Supplier Personnel who will transfer under the Employment Regulations on the Service Transfer Date;

“Supplier's Provisional Supplier Personnel List”

a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Ordered Panel Services or any relevant part of the Ordered Panel Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;

“Transferring Customer Employees”

those employees of the Customer to whom the Employment Regulations will apply on the Relevant Transfer Date;

“Transferring Former Supplier Employees”

in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date; and

“Transferring Supplier Employees”

those employees of the Supplier and/or the Supplier's Sub-Contractors to whom the Employment Regulations will apply on the Service Transfer Date.

2. INTERPRETATION

Where a provision in this Contract Schedule 3 imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-Contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Customer, Former Supplier, Replacement Supplier or Replacement Sub-Contractor, as the case may be.

PART A

TRANSFERRING CUSTOMER EMPLOYEES AT COMMENCEMENT OF SERVICES

3. RELEVANT TRANSFERS

3.1 The Customer and the Supplier agree that:

3.1.1 the commencement of the provision of the Ordered Panel Services or of each relevant part of the Ordered Panel Services will be a Relevant Transfer in relation to the Transferring Customer Employees; and

3.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between the Customer and the Transferring Customer Employees (except in relation to any terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Notified Sub-Contractor and each such Transferring Customer Employee.

3.2 The Customer shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Customer Employees in respect of the period arising up to (but not including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period up to (but not including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Customer; and (ii) the Supplier and/or any Notified Sub-Contractor (as appropriate).

4. CUSTOMER INDEMNITIES

4.1 Subject to Paragraph 2.2, the Customer shall indemnify the Supplier and any Notified Sub-Contractor against any Employee Liabilities arising from or as a result of:

4.1.1 any act or omission by the Customer in respect of any Transferring Customer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Customer Employee occurring before the Relevant Transfer Date;

4.1.2 the breach or non-observance by the Customer before the Relevant Transfer Date of:

(a) any collective agreement applicable to the Transferring Customer Employees; and/or

(b) any custom or practice in respect of any Transferring Customer Employees which the Customer is contractually bound to honour;

4.1.3 any claim by any trade union or other body or person representing the Transferring Customer Employees arising from or connected with any failure by the Customer to comply with any legal obligation to such trade union, body or person arising before the Relevant Transfer Date;

4.1.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

(a) in relation to any Transferring Customer Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and

- (b) in relation to any employee who is not a Transferring Customer Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Customer to the Supplier and/or any Notified Sub-Contractor as appropriate, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date.
- 4.1.5 a failure of the Customer to discharge, or procure the discharge of, all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Customer Employees arising before the Relevant Transfer Date;
- 4.1.6 any claim made by or in respect of any person employed or formerly employed by the Customer other than a Transferring Customer Employee for whom it is alleged the Supplier and/or any Notified Sub-Contractor as appropriate may be liable by virtue of the Employment Regulations and/or the Acquired Rights Directive; and
- 4.1.7 any claim made by or in respect of a Transferring Customer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Customer Employee relating to any act or omission of the Customer in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or any Sub-Contractor to comply with regulation 13(4) of the Employment Regulations.
- 4.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-Contractor (whether or not a Notified Sub-Contractor) whether occurring or having its origin before, on or after the Relevant Transfer Date including any Employee Liabilities:
 - 4.2.1 arising out of the resignation of any Transferring Customer Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier and/or any Sub-Contractor to occur in the period from (and including) the Relevant Transfer Date; or
 - 4.2.2 arising from the failure by the Supplier or any Sub-Contractor to comply with its obligations under the Employment Regulations.
- 4.3 If any person who is not identified by the Customer as a Transferring Customer Employee claims, or it is determined in relation to any person who is not identified by the Customer as a Transferring Customer Employee, that his/her contract of employment has been transferred from the Customer to the Supplier and/or any Notified Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
 - 4.3.1 the Supplier shall, or shall procure that the Notified Sub-Contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Customer; and
 - 4.3.2 the Customer may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of receipt of the notification by the Supplier and/or any Notified Sub-Contractor, or take such other reasonable steps as the Customer considers appropriate to deal with the matter provided always that such steps are in compliance with Law.
- 4.4 If an offer referred to in Paragraph 2.3.2 is accepted, or if the situation has otherwise been resolved by the Customer, the Supplier shall, or shall procure that the Notified Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.

4.5 If by the end of the 15 Working Day period specified in Paragraph 2.3.2:

4.5.1 no such offer of employment has been made;

4.5.2 such offer has been made but not accepted; or

4.5.3 the situation has not otherwise been resolved,

the Supplier and/or any Notified Sub-Contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

4.6 Subject to the Supplier and/or any Notified Sub-Contractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in applicable Law, the Customer shall indemnify the Supplier and/or any Notified Sub-Contractor (as appropriate) against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.5 provided that the Supplier takes, or procures that the Notified Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.

4.7 The indemnity in Paragraph 2.6:

4.7.1 shall not apply to:

(a) any claim for:

(i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

(ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Supplier and/or any Sub-Contractor; or

(b) any claim that the termination of employment was unfair because the Supplier and/or Notified Sub-Contractor neglected to follow a fair dismissal procedure; and

4.7.2 shall apply only where the notification referred to in Paragraph 2.3.1 is made by the Supplier and/or any Notified Sub-Contractor (as appropriate) to the Customer within 6 months of the Commencement Date.

4.8 If any such person as is referred to in Paragraph 2.3 is neither re-employed by the Customer nor dismissed by the Supplier and/or any Notified Sub-Contractor within the time scales set out in Paragraph 2.5 such person shall be treated as having transferred to the Supplier and/or any Notified Sub-Contractor and the Supplier shall, or shall procure that the Notified Sub-Contractor shall, comply with such obligations as may be imposed upon it under applicable Law.

5. SUPPLIER INDEMNITIES AND OBLIGATIONS

5.1 Subject to Paragraph 3.2 the Supplier shall indemnify the Customer against any Employee Liabilities arising from or as a result of:

5.1.1 any act or omission by the Supplier or any Sub-Contractor in respect of any Transferring Customer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Customer Employee whether occurring before, on or after the Relevant Transfer Date;

5.1.2 the breach or non-observance by the Supplier or any Sub-Contractor on or after the Relevant Transfer Date of:

- (a) any collective agreement applicable to the Transferring Customer Employees; and/or
 - (b) any custom or practice in respect of any Transferring Customer Employees which the Supplier or any Sub-Contractor is contractually bound to honour;
- 5.1.3 any claim by any trade union or other body or person representing any Transferring Customer Employees arising from or connected with any failure by the Supplier or any Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
- 5.1.4 any proposal by the Supplier or a Sub-Contractor made before the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Customer Employees to their material detriment on or after their transfer to the Supplier or the relevant Sub-Contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Customer Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
- 5.1.5 any statement communicated to or action undertaken by the Supplier or any Sub-Contractor to, or in respect of, any Transferring Customer Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Customer in writing;
- 5.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (a) in relation to any Transferring Customer Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Customer Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Customer to the Supplier or a Sub-Contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;
- 5.1.7 a failure of the Supplier or any Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Customer Employees in respect of the period from (and including) the Relevant Transfer Date;
- 5.1.8 any claim made by or in respect of a Transferring Customer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Customer Employee relating to any act or omission of the Supplier or any Sub-Contractor in relation to their obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Customer's failure to comply with its obligations under regulation 13 of the Employment Regulations; and

5.1.9 a failure by the Supplier or any Sub-Contractor to comply with its obligations under Paragraph 2.8 above.

- 5.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Customer whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Customer's failure to comply with its obligations under the Employment Regulations.
- 5.3 The Supplier shall comply, and shall procure that each Sub-Contractor shall comply, with all its obligations under the Employment Regulations (including its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of the Transferring Customer Employees, from (and including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and any other sums due under the Admission Agreement which in any case are attributable in whole or in part to the period from and including the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Customer and the Supplier.

6. INFORMATION

The Supplier shall, and shall procure that each Sub-Contractor shall, promptly provide to the Customer in writing such information as is necessary to enable the Customer to carry out its duties under regulation 13 of the Employment Regulations. The Customer shall promptly provide to the Supplier and each Notified Sub-Contractor in writing such information as is necessary to enable the Supplier and each Notified Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

7. PRINCIPLES OF GOOD EMPLOYMENT PRACTICE

- 7.1 The Parties agree that the Principles of Good Employment Practice issued by the Cabinet Office in December 2010 apply to the treatment by the Supplier of employees whose employment begins after the Relevant Transfer Date, and the Supplier undertakes to treat such employees in accordance with the provisions of the Principles of Good Employment Practice.
- 7.2 The Supplier shall, and shall procure that each Sub-Contractor shall, comply with any requirement notified to it by the Customer relating to pensions in respect of any Transferring Customer Employee as set down in:
- 7.2.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;
- 7.2.2 HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999;
- 7.2.3 HM Treasury's guidance "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or
- 7.2.4 the New Fair Deal.
- 7.3 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraphs 7.1 or 7.2 shall be agreed in accordance with the Variation Procedure.

8. PENSIONS

UNCLASSIFIED

The Supplier shall, and/or shall procure that each of its Sub-Contractors shall, comply with the pensions provisions in the following Annex.

ANNEX TO PART A: PENSIONS

9. PARTICIPATION

- 9.1 The Supplier undertakes to enter into the Admission Agreement.
- 9.2 The Supplier and the Customer:
- 9.2.1 undertake to do all such things and execute any documents (including the Admission Agreement) as may be required to enable the Supplier to participate in the Schemes in respect of the Fair Deal Employees;
 - 9.2.2 agree that the arrangements under paragraph 1.1 of this Annex include the body responsible for the Schemes notifying the Customer if the Supplier breaches any obligations it has under the Admission Agreement;
 - 9.2.3 agree, notwithstanding Paragraph 9.2.2 of this Annex, the Supplier shall notify the Customer in the event that it breaches any obligations it has under the Admission Agreement and when it intends to remedy such breaches; and
 - 9.2.4 agree that the Customer may terminate this Legal Services Contract in the event that the Supplier breaches the Admission Agreement:
 - (a) and that breach is not capable of being remedied; or
 - (b) where such breach is capable of being remedied, the Supplier fails to remedy such breach within a reasonable time and in any event within 28 days of a notice from the Customer giving particulars of the breach and requiring the Supplier to remedy it.
- 9.3 The Supplier shall bear its own costs and all costs that the Customer reasonably incurs in connection with the negotiation, preparation and execution of documents to facilitate the Supplier participating in the Schemes including without limitation current civil service pensions administrator on-boarding costs.

10. FUTURE SERVICE BENEFITS

- 10.1 The Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the Schemes that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date and the Supplier shall procure that the Fair Deal Employees continue to accrue benefits in accordance with the provisions governing the relevant section of Schemes for service from (and including) the Relevant Transfer Date.
- 10.2 The Supplier undertakes that should it cease to participate in the Schemes for whatever reason at a time when it has Eligible Employees, that it will, at no extra cost to the Customer, provide to any Fair Deal Employee who immediately prior to such cessation remained an Eligible Employee with access to an occupational pension scheme certified by the Government Actuary's Department or any actuary nominated by the Customer in accordance with relevant guidance produced by the Government Actuary's Department as providing benefits which are broadly comparable to those provided by the Schemes on the date the Eligible Employees ceased to participate in the Schemes.
- 10.3 The Parties acknowledge that the Civil Service Compensation Scheme and the Civil Service Injury Benefit Scheme (established pursuant to section 1 of the Superannuation Act 1972) are not covered by the protection of New Fair Deal.

11. FUNDING

- 11.1 The Supplier undertakes to pay to the Schemes all such amounts as are due under the Admission Agreement and shall deduct and pay to the Schemes such employee contributions as are required by the Schemes.
- 11.2 The Supplier shall indemnify and keep indemnified the Customer on demand against any claim by, payment to, or loss incurred by, the Schemes in respect of the failure to account to the Schemes for payments received and the non-payment or the late payment of any sum payable by the Supplier to or in respect of the Schemes.

12. PROVISION OF INFORMATION

The Supplier and the Customer respectively undertake to each other:

- 12.1 to provide all information which the other Party may reasonably request concerning matters referred to in this Annex and set out in the Admission Agreement, and to supply the information as expeditiously as possible; and
- 12.2 not to issue any announcements to the Fair Deal Employees prior to the Relevant Transfer Date concerning the matters stated in this Annex without the consent in writing of the other Party (not to be unreasonably withheld or delayed).

13. INDEMNITY

The Supplier undertakes to the Customer to indemnify and keep indemnified the Customer on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards the Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which relate to the payment of benefits under and/or participation in an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Schemes.

14. EMPLOYER OBLIGATION

The Supplier shall comply with the requirements of Part 1 of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff.

15. SUBSEQUENT TRANSFERS

The Supplier shall:

- 15.1 not adversely affect pension rights accrued by any Fair Deal Employee in the period ending on the Service Transfer Date;
- 15.2 provide all such co-operation and assistance as the Schemes and the Replacement Supplier and/or the Customer may reasonably require to enable the Replacement Supplier to participate in the Schemes in respect of any Eligible Employee and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal; and
- 15.3 for the applicable period either:
 - 15.3.1 after notice (for whatever reason) is given, in accordance with the other provisions of this Contract, to terminate the Admission Agreement or any part of the Ordered Panel Services; or
 - 15.3.2 after the date which is two (2) years prior to the date of expiry of this Legal Services Contract,

ensure that no change is made to pension, retirement and death benefits provided for or in respect of any person who will transfer to the Replacement Supplier or the Customer, no category of earnings which were not previously pensionable are made pensionable and the contributions (if any) payable by such employees are not reduced without (in any case) the prior approval of the Customer (such approval not to be unreasonably withheld). Save that this sub-paragraph shall not

apply to any change made as a consequence of participation in an Admission Agreement.

16. BULK TRANSFER

16.1 Where the Supplier has set up a broadly comparable pension scheme in accordance with the provisions of paragraph 2.2 above of this Annex, the Supplier agrees to:

16.1.1 fully fund any such broadly comparable pension scheme in accordance with the funding requirements set by that broadly comparable pension scheme's actuary or by the Government Actuary's Department;

16.1.2 instruct any such broadly comparable pension scheme's actuary to, and to provide all such co-operation and assistance in respect of any such broadly comparable pension scheme as the Replacement Supplier and/or the Customer may reasonably require, to enable the Replacement Supplier to participate in the Schemes in respect of any Fair Deal Employee that remain eligible for New Fair Deal protection following a Service Transfer;

16.1.3 allow, in respect of any Fair Deal Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such broadly comparable pension scheme into the Schemes on a day for day service basis and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal, for the avoidance of doubt should the amount offered by the broadly comparable pension scheme be less than the amount required by the Schemes to fund day for day service ("the Shortfall"), the Supplier agrees to pay the Shortfall to the Schemes; and

16.1.4 indemnify the Customer on demand for any failure to pay the Shortfall as required under Paragraph 8.1.3 above.

PART B

TRANSFERRING FORMER SUPPLIER EMPLOYEES AT COMMENCEMENT OF ORDERED PANEL SERVICES

17. RELEVANT TRANSFERS

17.1 The Customer and the Supplier agree that:

17.1.1 the commencement of the provision of the Ordered Panel Services or of any relevant part of the Ordered Panel Services will be a Relevant Transfer in relation to the Transferring Former Supplier Employees; and

17.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or Notified Sub-Contractor and each such Transferring Former Supplier Employee.

17.2 Subject to Paragraph 6, the Customer shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (but not including) the Relevant Transfer Date) and the Supplier shall make, and the Customer shall procure that each Former Supplier makes, any necessary apportionments in respect of any periodic payments.

18. FORMER SUPPLIER INDEMNITIES

18.1 Subject to Paragraphs 2.2 and 6, the Customer shall procure that each Former Supplier shall indemnify the Supplier and any Notified Sub-Contractor against any Employee Liabilities arising from or as a result of:

18.1.1 any act or omission by the Former Supplier in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee arising before the Relevant Transfer Date;

18.1.2 the breach or non-observance by the Former Supplier arising before the Relevant Transfer Date of:

- (a) any collective agreement applicable to the Transferring Former Supplier Employees; and/or
- (b) any custom or practice in respect of any Transferring Former Supplier Employees which the Former Supplier is contractually bound to honour;

18.1.3 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

- (a) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and

- (b) in relation to any employee who is not a Transferring Former Supplier Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier and/or any Notified Sub-Contractor as appropriate, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations in respect of the period to (but excluding) the Relevant Transfer Date;
- 18.1.4 a failure of the Former Supplier to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period to (but excluding) the Relevant Transfer Date;
- 18.1.5 any claim made by or in respect of any person employed or formerly employed by the Former Supplier other than a Transferring Former Supplier Employee for whom it is alleged the Supplier and/or any Notified Sub-Contractor as appropriate may be liable by virtue of this Legal Services Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
- 18.1.6 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Former Supplier in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or any Sub-Contractor to comply with regulation 13(4) of the Employment Regulations.
- 18.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-Contractor whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities:
 - 18.2.1 arising out of the resignation of any Transferring Former Supplier Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier or any Sub-Contractor to occur in the period from (and including) the Relevant Transfer Date; or
 - 18.2.2 arising from the failure by the Supplier and/or any Sub-Contractor to comply with its obligations under the Employment Regulations.
- 18.3 If any person who is not identified by the Customer as a Transferring Former Supplier Employee claims, or it is determined in relation to any person who is not identified by the Customer as a Transferring Former Supplier Employee, that his/her contract of employment has been transferred from a Former Supplier to the Supplier and/or any Notified Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
 - 18.3.1 the Supplier shall, or shall procure that the Notified Sub-Contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Customer and, where required by the Customer, to the Former Supplier; and
 - 18.3.2 the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification by the Supplier and/or the Notified Sub-Contractor or take such other reasonable steps as the Former Supplier considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.

- 18.4 If an offer referred to in Paragraph 2.3.2 is accepted, or if the situation has otherwise been resolved by the Former Supplier and/or the Customer, the Supplier shall, or shall procure that the Notified Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.
- 18.5 If by the end of the 15 Working Day period specified in Paragraph 2.3.2:
- 18.5.1 no such offer of employment has been made;
 - 18.5.2 such offer has been made but not accepted; or
 - 18.5.3 the situation has not otherwise been resolved,
- the Supplier and/or any Notified Sub-Contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.
- 18.6 Subject to the Supplier and/or any Notified Sub-Contractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in Law, the Customer shall procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-Contractor (as appropriate) against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.5 provided that the Supplier takes, or shall procure that the Notified Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 18.7 The indemnity in Paragraph 2.6:
- 18.7.1 shall not apply to:
 - (a) any claim for:
 - (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
 - (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Supplier and/or any Sub-Contractor; or
 - (b) any claim that the termination of employment was unfair because the Supplier and/or Notified Sub-Contractor neglected to follow a fair dismissal procedure; and
 - 18.7.2 shall apply only where the notification referred to in Paragraph 2.3.1 is made by the Supplier and/or any Notified Sub-Contractor (as appropriate) to the Customer and, if applicable, the Former Supplier, within 6 months of the Commencement Date.
- 18.8 If any such person as is described in Paragraph 2.3 is neither re-employed by the Former Supplier nor dismissed by the Supplier and/or any Notified Sub-Contractor within the time scales set out in Paragraph 2.5, such person shall be treated as having transferred to the Supplier or Notified Sub-Contractor and the Supplier shall, or shall procure that the Notified Sub-Contractor shall, comply with such obligations as may be imposed upon it under the Law.

19. SUPPLIER INDEMNITIES AND OBLIGATIONS

- 19.1 Subject to Paragraph 3.2, the Supplier shall indemnify the Customer and/or the Former Supplier against any Employee Liabilities arising from or as a result of:

- 19.1.1 any act or omission by the Supplier or any Sub-Contractor in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee whether occurring before, on or after the Relevant Transfer Date;
- 19.1.2 the breach or non-observance by the Supplier or any Sub-Contractor on or after the Relevant Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Former Supplier Employee; and/or
 - (b) any custom or practice in respect of any Transferring Former Supplier Employees which the Supplier or any Sub-Contractor is contractually bound to honour;
- 19.1.3 any claim by any trade union or other body or person representing any Transferring Former Supplier Employees arising from or connected with any failure by the Supplier or a Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
- 19.1.4 any proposal by the Supplier or a Sub-Contractor prior to the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Former Supplier Employees to their material detriment on or after their transfer to the Supplier or a Sub-Contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Former Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
- 19.1.5 any statement communicated to or action undertaken by the Supplier or a Sub-Contractor to, or in respect of, any Transferring Former Supplier Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Customer and/or the Former Supplier in writing;
- 19.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (a) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Former Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier or a Sub-Contractor, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;
- 19.1.7 a failure of the Supplier or any Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period from (and including) the Relevant Transfer Date;

- 19.1.8 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Supplier or any Sub-Contractor in relation to obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Former Supplier's failure to comply with its obligations under regulation 13 of the Employment Regulations; and
- 19.1.9 a failure by the Supplier or any Sub-Contractor to comply with its obligations under Paragraph 2.8 above.
- 19.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under the Employment Regulations.
- 19.3 The Supplier shall comply, and shall procure that each Sub-Contractor shall comply, with all its obligations under the Employment Regulations (including without limitation its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and any other sums due under the Admission Agreement which in any case are attributable in whole or in part to the period from (and including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Supplier and the Former Supplier.

20. INFORMATION

The Supplier shall, and shall procure that each Sub-Contractor shall, promptly provide to the Customer and/or at the Customer's direction, the Former Supplier, in writing such information as is necessary to enable the Customer and/or the Former Supplier to carry out their respective duties under regulation 13 of the Employment Regulations. Subject to Paragraph 6, the Customer shall procure that the Former Supplier shall promptly provide to the Supplier and each Notified Sub-Contractor in writing such information as is necessary to enable the Supplier and each Notified Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

21. PRINCIPLES OF GOOD EMPLOYMENT PRACTICE

- 21.1 The Supplier shall, and shall procure that each Sub-Contractor shall, comply with any requirement notified to it by the Customer relating to pensions in respect of any Transferring Former Supplier Employee as set down in:
- 21.1.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;
- 21.1.2 HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999;
- 21.1.3 HM Treasury's guidance: "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or
- 21.1.4 the New Fair Deal.

- 21.2 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph 5.1 shall be agreed in accordance with Clause 4 (Variation and Extension).

22. PROCUREMENT OBLIGATIONS

Notwithstanding any other provisions of this Part B, where in this Part B the Customer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Customer's contract with the Former Supplier contains a contractual right in that regard which the Customer may enforce, or otherwise so that it requires only that the Customer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

23. PENSIONS

The Supplier shall, and shall procure that each Sub-Contractor shall, comply with the pensions provisions in the following Annex.

ANNEX TO PART B: PENSIONS

24. PARTICIPATION

24.1 The Supplier undertakes to enter into the Admission Agreement.

24.2 The Supplier and the Customer:

24.2.1 undertake to do all such things and execute any documents (including the Admission Agreement) as may be required to enable the Supplier to participate in the Schemes in respect of the Fair Deal Employees;

24.2.2 agree that the arrangements under paragraph 1.1 of this Annex include the body responsible for the Schemes notifying the Customer if the Supplier breaches any obligations it has under the Admission Agreement;

24.2.3 agree, notwithstanding Paragraph 1.2.2 of this Annex, the Supplier shall notify the Customer in the event that it breaches any obligations it has under the Admission Agreement and when it intends to remedy such breaches; and

24.2.4 agree that the Customer may terminate this Legal Services Contract for Material Breach in the event that the Supplier breaches the Admission Agreement:

24.2.5 (a) and that breach is not capable of being remedied; or

24.2.6 (b) where such breach is capable of being remedied, the Supplier fails to remedy such breach within a reasonable time and in any event within 28 days of a notice from the Customer giving particulars of the breach and requiring the Supplier to remedy it.

24.3 The Supplier shall bear its own costs and all costs that the Customer reasonably incurs in connection with the negotiation, preparation and execution of documents to facilitate the Supplier participating in the Schemes including without limitation current civil service pensions administrator on-boarding costs.

25. FUTURE SERVICE BENEFITS

25.1 If the Supplier is rejoining the Schemes for the first time, the Supplier shall procure that the Fair Deal Employees shall be either admitted to or offered continued membership of the relevant section of the Schemes that they became eligible to join on the Relevant Transfer Date and shall continue to accrue or accrue benefits in accordance with the provisions governing the relevant section of the Schemes for service from (and including) the Relevant Transfer Date.

25.2 If staff have already been readmitted to the Schemes, the Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the Schemes that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date and the Supplier shall procure that the Fair Deal Employees continue to accrue benefits in accordance with the provisions governing the relevant section of the Schemes for service from (and including) the Relevant Transfer Date.

25.3 The Supplier undertakes that should it cease to participate in the Schemes for whatever reason at a time when it has Eligible Employees, that it will, at no extra cost to the Customer, provide to any Fair Deal Employee who immediately prior to such cessation remained an Eligible Employee with access to an occupational pension scheme certified by the Government Actuary's Department or any actuary nominated by the Customer in accordance with relevant guidance produced by the Government Actuary's Department as providing benefits which are broadly comparable to those provided by the Schemes on the date the Eligible Employees ceased to participate in the Schemes.

- 25.4 The Parties acknowledge that the Civil Service Compensation Scheme and the Civil Service Injury Benefit Scheme (established pursuant to section 1 of the Superannuation Act 1972) are not covered by the protection of New Fair Deal.

26. FUNDING

- 26.1 The Supplier undertakes to pay to the Schemes all such amounts as are due under the Admission Agreement and shall deduct and pay to the Schemes such employee contributions as are required by the Schemes.
- 26.2 The Supplier shall indemnify and keep indemnified the Customer on demand against any claim by, payment to, or loss incurred by the Schemes in respect of the failure to account to the Schemes for payments received and the non-payment or the late payment of any sum payable by the Supplier to or in respect of the Schemes.

27. PROVISION OF INFORMATION

- 27.1 The Supplier and the Customer respectively undertake to each other:
- 27.2 to provide all information which the other Party may reasonably request concerning matters (i) referred to in this Annex and (ii) set out in the Admission Agreement, and to supply the information as expeditiously as possible; and
- 27.3 not to issue any announcements to the Fair Deal Employees prior to the Relevant Transfer Date concerning the matters stated in this Annex without the consent in writing of the other Party (not to be unreasonably withheld or delayed).

28. INDEMNITY

The Supplier undertakes to the Customer to indemnify and keep indemnified the Customer on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards the Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which relate to the payment of benefits under and/or participation in an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Schemes.

29. EMPLOYER OBLIGATION

The Supplier shall comply with the requirements of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff.

30. SUBSEQUENT TRANSFERS

The Supplier shall:

- 30.1 not adversely affect pension rights accrued by any Fair Deal Employee in the period ending on the Service Transfer Date;
- 30.2 provide all such co-operation and assistance as the Schemes and the Replacement Supplier and/or the Customer may reasonably require to enable the Replacement Supplier to participate in the Schemes in respect of any Eligible Employee and to give effect to any transfer of accrued rights required as part of participation under the New Fair Deal; and
- 30.3 for the applicable period either
- 30.3.1 after notice (for whatever reason) is given, in accordance with the other provisions of this Legal Services Contract, to terminate the Admission Agreement or any part of the Ordered Panel Services; or
 - 30.3.2 after the date which is two (2) years prior to the date of expiry of this Legal Services Contract,

ensure that no change is made to pension, retirement and death benefits provided for or in respect of any person who will transfer to the Replacement Supplier or the Customer, no category of earnings which were not previously pensionable are made pensionable and the contributions (if any) payable by such employees are not reduced without (in any case) the prior approval of the Customer (such approval not to be unreasonably withheld). Save that this sub-paragraph shall not apply to any change made as a consequence of participation in an Admission Agreement.

31. BULK TRANSFER

- 8.1 Where the Supplier has set up a broadly comparable pension scheme in accordance with the provisions of paragraph 2.2 above of this Annex, the Supplier agrees to:
 - 8.1.1 fully fund any such broadly comparable pension scheme in accordance with the funding requirements set by that broadly comparable pension scheme's actuary or by the Government Actuary's Department;
 - 8.1.2 instruct any such broadly comparable pension scheme's actuary to, and to provide all such co-operation and assistance in respect of any such broadly comparable pension scheme as the Replacement Supplier and/or the Customer may reasonably require, to enable the Replacement Supplier to participate in the Schemes in respect of any Fair Deal Employee that remain eligible for New Fair Deal protection following a Service Transfer;
 - 8.1.3 allow, in respect of any Fair Deal Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such broadly comparable pension scheme into the Schemes on a day for day service basis and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal, for the avoidance of doubt should the amount offered by the broadly comparable pension scheme be less than the amount required by the Schemes to fund day for day service ("the Shortfall"), the Supplier agrees to pay the Shortfall to the Schemes; and
 - 8.1.4 indemnify the Customer on demand for any failure to pay the Shortfall as required under Paragraph 8.1.3 above.

PART C

NO TRANSFER OF EMPLOYEES AT COMMENCEMENT OF ORDERED PANEL SERVICES

32. PROCEDURE IN THE EVENT OF TRANSFER

- 32.1 The Customer and the Supplier agree that the commencement of the provision of the Ordered Panel Services or of any part of the Ordered Panel Services will not be a Relevant Transfer in relation to any employees of the Customer and/or any Former Supplier.
- 32.2 If any employee of the Customer and/or a Former Supplier claims, or it is determined in relation to any employee of the Customer and/or a Former Supplier, that his/her contract of employment has been transferred from the Customer and/or the Former Supplier to the Supplier and/or any Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
- 32.2.1 the Supplier shall, and shall procure that the relevant Sub-Contractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the Customer and, where required by the Customer, give notice to the Former Supplier; and
- 32.2.2 the Customer and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within fifteen (15) Working Days of the notification by the Supplier or the Sub-Contractor (as appropriate) or take such other reasonable steps as the Customer or Former Supplier (as the case may be) considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 32.3 If an offer referred to in Paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by the Customer and/or the Former Supplier), the Supplier shall, or shall procure that the Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.
- 32.4 If by the end of the fifteen (15) Working Day period specified in Paragraph 1.2.2:
- 32.4.1 no such offer of employment has been made;
- 32.4.2 such offer has been made but not accepted; or
- 32.4.3 the situation has not otherwise been resolved,
- the Supplier and/or the Sub-Contractor may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.

33. INDEMNITIES

- 33.1 Subject to the Supplier and/or the relevant Sub-Contractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 2.4, the Customer shall:
- 33.1.1 indemnify the Supplier and/or the relevant Sub-Contractor against all Employee Liabilities arising out of the termination of the employment of any employees of the Customer referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the Notified Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities; and

- 33.1.2 subject to paragraph 3, procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-Contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the relevant Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 33.2 If any such person as is described in Paragraph 1.2 is neither re-employed by the Customer and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Sub-Contractor within the fifteen (15) Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the Sub-Contractor (as appropriate) and the Supplier shall, or shall procure that the Sub-Contractor shall, comply with such obligations as may be imposed upon it under Law.
- 33.3 Where any person remains employed by the Supplier and/or any Sub-Contractor pursuant to Paragraph 2.2, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Sub-Contractor and the Supplier shall indemnify the Customer and any Former Supplier, and shall procure that the Sub-Contractor shall indemnify the Customer and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-Contractor.
- 33.4 The indemnities in Paragraph 2.1:
- 33.4.1 shall not apply to:
- (a) any claim for:
 - (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
 - (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,in any case in relation to any alleged act or omission of the Supplier and/or any Sub-Contractor; or
 - (b) any claim that the termination of employment was unfair because the Supplier and/or any Sub-Contractor neglected to follow a fair dismissal procedure; and
- 33.4.2 shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Supplier and/or any Sub-Contractor to the Customer and, if applicable, Former Supplier within 6 months of the Commencement Date.

34. PROCUREMENT OBLIGATIONS

Where in this Part C the Customer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Customer's contract with the Former Supplier contains a contractual right in that regard which the Customer may enforce, or otherwise so that it requires only that the Customer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

PART D
EMPLOYMENT EXIT PROVISIONS

35. PRE-SERVICE TRANSFER OBLIGATIONS

- 35.1 The Supplier agrees that within twenty (20) Working Days of the earliest of:
- 35.1.1 receipt of a notification from the Customer of a Service Transfer or intended Service Transfer;
 - 35.1.2 receipt of the giving of notice of early termination or any Partial Termination of this Legal Services Contract;
 - 35.1.3 the date which is twelve (12) Months before the end of the Term; and
 - 35.1.4 receipt of a written request of the Customer at any time (provided that the Customer shall only be entitled to make one such request in any six (6) Month period),

it shall provide in a suitably anonymised format so as to comply with the Data Protection Legislation, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Customer.
- 35.2 At least thirty (30) Working Days prior to the Service Transfer Date, the Supplier shall provide to the Customer or at the direction of the Customer to any Replacement Supplier and/or any Replacement Sub-Contractor:
- 35.2.1 the Supplier's Final Supplier Personnel List, which shall identify which of the Supplier Personnel are Transferring Supplier Employees; and
 - 35.2.2 the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).
- 35.3 The Customer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-Contractor.
- 35.4 The Supplier warrants, for the benefit of the Customer, any Replacement Supplier, and any Replacement Sub-Contractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 35.5 From the date of the earliest event referred to in Paragraph 1.1, the Supplier agrees, that it shall not, and agrees to procure that each Sub-Contractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Customer (not to be unreasonably withheld or delayed):
- 35.5.1 replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces;
 - 35.5.2 make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Personnel (including any payments connected with the termination of employment);
 - 35.5.3 increase the proportion of working time spent on the Ordered Panel Services (or the relevant part of the Ordered Panel Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;

- 35.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
 - 35.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Ordered Panel Services (or the relevant part of the Ordered Panel Services); or
 - 35.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process,
and shall promptly notify, and procure that each Sub-Contractor shall promptly notify, the Customer or, at the direction of the Customer, any Replacement Supplier and any Replacement Sub-Contractor of any notice to terminate employment given by the Supplier or relevant Sub-Contractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.
- 35.6 During the Term, the Supplier shall provide, and shall procure that each Sub-Contractor shall provide, to the Customer any information the Customer may reasonably require relating to the manner in which Ordered Panel Services are organised, which shall include:
- 35.6.1 the numbers of employees engaged in providing the Ordered Panel Services;
 - 35.6.2 the percentage of time spent by each employee engaged in providing the Ordered Panel Services;
 - 35.6.3 the extent to which each employee qualifies for membership of any of the Schemes or any broadly comparable scheme set up pursuant to the provisions of paragraph 2.2 of the Annex (Pensions) to Part A of this Contract Schedule 3 or paragraph 2.3 of the Annex (Pensions) to Part B of this Contract Schedule 3 (as appropriate); and
 - 35.6.4 a description of the nature of the work undertaken by each employee by location.
- 35.7 The Supplier shall provide, and shall procure that each Sub-Contractor shall provide, all reasonable cooperation and assistance to the Customer, any Replacement Supplier and/or any Replacement Sub-Contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within five (5) Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Sub-Contractor shall provide, to the Customer or, at the direction of the Customer, to any Replacement Supplier and/or any Replacement Sub-Contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:
- 35.7.1 the most recent month's copy pay slip data;
 - 35.7.2 details of cumulative pay for tax and pension purposes;
 - 35.7.3 details of cumulative tax paid;
 - 35.7.4 tax code;
 - 35.7.5 details of any voluntary deductions from pay; and
 - 35.7.6 bank/building society account details for payroll purposes.

36. EMPLOYMENT REGULATIONS EXIT PROVISIONS

- 36.1 The Customer and the Supplier acknowledge that subsequent to the commencement of the provision of the Ordered Panel Services, the identity of the provider of the Ordered Panel Services (or any part of the Ordered Panel Services) may change (whether as a result of termination or Partial Termination of this Contract or otherwise) resulting in the Ordered Panel Services being undertaken by a Replacement Supplier and/or a Replacement Sub-Contractor. Such change in the identity of the Supplier of such Ordered Panel Services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Customer and the Supplier further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-Contractor (as the case may be) and each such Transferring Supplier Employee.
- 36.2 The Supplier shall, and shall procure that each Sub-Contractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (but not including) the Service Transfer Date and shall perform and discharge, and procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Sub-Contractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Sub-Contractor.
- 36.3 Subject to Paragraph 2.4, where a Relevant Transfer occurs the Supplier shall indemnify the Customer and/or the Replacement Supplier and/or any Replacement Sub-Contractor against any Employee Liabilities arising from or as a result of:
- 36.3.1 any act or omission of the Supplier or any Sub-Contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date;
 - 36.3.2 the breach or non-observance by the Supplier or any Sub-Contractor occurring on or before the Service Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Supplier Employees; and/or
 - (b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Sub-Contractor is contractually bound to honour;
 - 36.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;

- 36.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and
 - (b) in relation to any employee who is not identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Customer and/or Replacement Supplier and/or any Replacement Sub-Contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;
- 36.3.5 a failure of the Supplier or any Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);
- 36.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Sub-Contractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List for whom it is alleged the Customer and/or the Replacement Supplier and/or any Replacement Sub-Contractor may be liable by virtue of this Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
- 36.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Sub-Contractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Customer and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.
- 36.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-Contractor whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:
- 36.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Sub-Contractor to occur in the period on or after the Service Transfer Date; or
 - 36.4.2 arising from the Replacement Supplier's failure, and/or Replacement Sub-Contractor's failure, to comply with its obligations under the Employment Regulations.
- 36.5 If any person who is not identified in the Supplier's Final Supplier Personnel List claims, or it is determined in relation to any person who is not identified in the Supplier's Final Supplier Personnel List that his/her contract of employment has been transferred from the Supplier or any Sub-Contractor to the Replacement Supplier and/or Replacement

Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:

- 36.5.1 the Customer shall procure that the Replacement Supplier shall, or any Replacement Sub-Contractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the Supplier; and
- 36.5.2 the Supplier may offer (or may procure that a Sub-Contractor may offer) employment to such person within fifteen (15) Working Days of the notification by the Replacement Supplier and/or any and/or Replacement Sub-Contractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.
- 36.6 If such offer is accepted, or if the situation has otherwise been resolved by the Supplier or a Sub-Contractor, the Customer shall procure that the Replacement Supplier shall, or procure that the Replacement Sub-Contractor shall, immediately release or procure the release of the person from his/her employment or alleged employment.
- 36.7 If after the fifteen (15) Working Day period specified in Paragraph 2.5.2 has elapsed:
 - 36.7.1 no such offer of employment has been made;
 - 36.7.2 such offer has been made but not accepted; or
 - 36.7.3 the situation has not otherwise been resolvedthe Replacement Supplier and/or Replacement Sub-Contractor, as appropriate may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.
- 36.8 Subject to the Replacement Supplier and/or Replacement Sub-Contractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7, and in accordance with all applicable proper employment procedures set out in applicable Law, the Supplier shall indemnify the Replacement Supplier and/or Replacement Sub-Contractor against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 36.9 The indemnity in Paragraph 2.8:
 - 36.9.1 shall not apply to:
 - (a) any claim for:
 - (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
 - (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,in any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Sub-Contractor; or
 - (b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-Contractor neglected to follow a fair dismissal procedure; and
 - 36.9.2 shall apply only where the notification referred to in Paragraph 2.5.1 is made by the Replacement Supplier and/or Replacement Sub-Contractor to the Supplier within six (6) Months of the Service Transfer Date.

- 36.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Sub-Contractor nor dismissed by the Replacement Supplier and/or Replacement Sub-Contractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee.
- 36.11 The Supplier shall comply, and shall procure that each Sub-Contractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Personnel List before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:
- 36.11.1 the Supplier and/or any Sub-Contractor; and
 - 36.11.2 the Replacement Supplier and/or the Replacement Sub-Contractor.
- 36.12 The Supplier shall, and shall procure that each Sub-Contractor shall, promptly provide to the Customer and any Replacement Supplier and/or Replacement Sub-Contractor, in writing such information as is necessary to enable the Customer, the Replacement Supplier and/or Replacement Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Customer 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.
- 36.13 Subject to Paragraph 2.14, where a Relevant Transfer occurs the Customer 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:
- 36.13.1 any act or omission of the Replacement Supplier and/or Replacement Sub-Contractor in respect of any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee;
 - 36.13.2 the breach or non-observance by the Replacement Supplier and/or Replacement Sub-Contractor on or after the Service Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or
 - (b) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Replacement Supplier and/or Replacement Sub-Contractor is contractually bound to honour;
 - 36.13.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List arising from or connected with any failure by the Replacement Supplier and/or Replacement Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;

- 36.13.4 any proposal by the Replacement Supplier and/or Replacement Sub-Contractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Replacement Supplier or Replacement Sub-Contractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Personnel List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
- 36.13.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Sub-Contractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
- 36.13.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (a) in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Sub-Contractor, to the Replacement Supplier or Replacement Sub-Contractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;
- 36.13.7 a failure of the Replacement Supplier or Replacement Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List in respect of the period from (and including) the Service Transfer Date; and
- 36.13.8 any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Sub-Contractor in relation to obligations under regulation 13 of the Employment Regulations.
- 36.14 The indemnities in Paragraph 2.13 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.

UNCLASSIFIED

ANNEX TO SCHEDULE 3: LIST OF NOTIFIED SUB-CONTRACTORS

CONTRACT SCHEDULE 4: TRANSPARENCY REPORTS



1. GENERAL

- 1.1 Within three (3) Months from the Commencement Date or the date so specified by the Customer in the Order Form the Supplier shall provide to the Customer for Approval (the Customer's decision to approve or not shall not be unreasonably withheld or delayed) draft Transparency Reports consistent with the content and format requirements in Annex 1 below.
- 1.2 If the Customer rejects any proposed Transparency Report, the Supplier shall submit a revised version of the relevant report for further Approval by the Customer within five (5) calendar days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Customer. If the Parties fail to agree on a draft Transparency Report the Customer shall determine what should be included.
- 1.3 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Customer at the frequency referred to in Annex 1 of this Contract Schedule 4 below.
- 1.4 Any disagreement in connection with the preparation and/or approval of Transparency Reports, other than under paragraph 1.2 above in relation to the contents of a Transparency Report, shall be treated as a dispute.
- 1.5 The requirements in this Contract Schedule 4 are in addition to any other reporting requirements in this Legal Services Contract.

ANNEX 1: LIST OF TRANSPARENCY REPORTS

TITLE	CONTENT	FORMAT	FREQUENCY
[Performance]	[]	[]	[]
[Charges]	[]	[]	[]
[Key Sub-Contractors]	[]	[]	[]
[Technical]	[]	[]	[]
[Performance management]	[]	[]	[]

Call Off Schedule 5 - Authorised Processing Template

1. The contract details of the Customer Data Protection Officer is:

2. The contract details of the Service Provider Data Protection Officer is:

3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Contract Reference:	[Guidance: to be reviewed and completed for each call off contract]
Date:	
Description Of Authorised Processing	Details
Identity of the Controller and Processor	
Subject matter of the processing	
Duration of the processing	
Nature and purposes of the processing	

Type of Personal Data	
Categories of Data Subject	

CONTRACT SCHEDULE 6 – ALTERNATIVE CLAUSES

SCOTTISH LAW

1. Advice on Scottish Law

1.1 In the event that advice is required on Scottish law, the Supplier shall agree with the Panel Customer(s) in advance and in writing the approach to be taken in delivering the advice, which shall include but may not be limited to one or more of the following:

1.1.1 if the Supplier has Supplier Personnel qualified and practising in Scottish law in the relevant specialism, the Supplier shall utilise its Supplier Personnel under the terms of this Panel Agreement; and/or

1.1.2 the Supplier shall seek approval from the Panel Customer in advance and in writing to subcontract the provision of legal advice for Scottish law to another law firm who is suitably qualified and practising in Scottish Law in the relevant specialism.

NORTHERN IRELAND LAW

2. Advice on Northern Ireland Law

2.1 In the event that advice is required on Northern Ireland law, the Supplier shall agree with the Panel Customer(s) in advance and in writing the approach to be taken in delivering the advice, which shall include but may not be limited to one or more of the following:

2.1.1 if the Supplier has Supplier Personnel qualified and practising in Northern Ireland law in the relevant specialism, the Supplier shall utilise its Supplier Personnel under the terms of this Panel Agreement; and/or

2.1.2 the Supplier shall seek approval from the Panel Customer in advance and in writing to subcontract the provision of legal advice for Northern Ireland law to another law firm who is suitably qualified and practising in Northern Ireland Law in the relevant specialism.