

Joint Schedule 10 (Rectification Plan)

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Review of Rectification Plan [CCS/Buyer]			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[add reasons]		
Signed by [CCS/Buyer]		Date:	

Joint Schedule 11 (Processing Data)

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Joint Schedule 11 (Processing Data)

Status of the Controller

1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA. A Party may act as:
 - (a) "Controller" in respect of the other Party who is "Processor";
 - (b) "Processor" in respect of the other Party who is "Controller";
 - (c) "Joint Controller" with the other Party;
 - (d) "Independent Controller" of the Personal Data where there other Party is also "Controller",

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

2. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
3. The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
4. 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:
 - (a) a systematic description of the envisaged Processing and the purpose of the Processing;
 - (b) an assessment of the necessity and proportionality of the Processing in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
5. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
 - (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it

Joint Schedule 11 (Processing Data)

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is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;

- (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, 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 Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that :
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*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 Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (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 the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller 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,

Joint Schedule 11 (Processing Data)

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- 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; and
 - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
- 6. Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
 - (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) 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
 - (f) becomes aware of a Personal Data Breach.
- 7. The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
- 8. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
 - (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Personal Data Breach; and/or

Joint Schedule 11 (Processing Data)

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- (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 9. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - (a) the Controller determines that the Processing is not occasional;
 - (b) 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; or
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 10. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 11. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 12. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
 - (a) notify the Controller in writing of the intended Subprocessor and Processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
- 13. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- 14. The Relevant Authority may, at any time on not less than 30 Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
- 15. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than 30 Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Joint Schedule 11 (Processing Data)

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Where the Parties are Joint Controllers of Personal Data

16. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11 (*Processing Data*).

Independent Controllers of Personal Data

17. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
18. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
19. Where a Party has provided Personal Data to the other Party in accordance with paragraph 17 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
20. The Parties shall be responsible for their own compliance with Articles 13 and 14 GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
21. The Parties shall only provide Personal Data to each other:
 - (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the GDPR); and
 - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
22. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.
23. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30

Joint Schedule 11 (Processing Data)

Crown Copyright 2020

GDPR and shall make the record available to the other Party upon reasonable request.

24. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
- (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
25. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
- (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;
 - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
26. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
27. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).

Joint Schedule 11 (Processing Data)

Crown Copyright 2020

28. Notwithstanding the general application of paragraphs 2 to 15 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 17 to 27 of this Joint Schedule 11.

Joint Schedule 11 (Processing Data)

Crown Copyright 2020

Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

1.1 The contact details of the Relevant Authority's Data Protection Officer are:

Data Protection Officer
 Department for International Trade
 King Charles Street
 Whitehall
 London
 SW1A 2AH
 Email
data.protection@trade.gov.uk

1.2 The contact details of the Supplier's Data Protection Officer are:

[REDACTED]

1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Parties are Independent Controllers of Personal Data</p> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i> <i>Business contact details of any directors, officers, employees, agents, consultants and contractors of the Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer's duties under the Contract) for which the Buyer is the Controller,</i>

Joint Schedule 11 (Processing Data)

Crown Copyright 2020

Duration of the Processing	<i>From the outset of the Call-Off, and up to 7 years after it expires</i>
Nature and purposes of the Processing	<ul style="list-style-type: none"> • <i>The nature and purpose of the processing in this contract is for the provisions of legal services under this Call-Off.</i> • <i>To facilitate the fulfilment of the Call-Off</i>
Type of Personal Data	<p><i>The types of personal data that may be processed under this agreement may include:</i></p> <p><i>Staff of either Party:</i></p> <p><i>Full name</i></p> <p><i>Workplace address</i></p> <p><i>Workplace Phone Number</i></p> <p><i>Workplace email address</i></p> <p><i>Date of Birth</i></p> <p><i>Photocopy of ID documents</i></p> <p><i>Other personal data relevant to the legal advice and services provided.</i></p>
Categories of Data Subject	<p><i>The categories of data subjects that may be processed under this agreement may include staff (including volunteers, agents, and temporary workers).</i></p> <p><i>Other data subjects relevant to the legal advice and services provided.</i></p>
Plan for return and destruction of the data once the Processing is complete	<i>Personal Data transferred to facilitate the delivery of this Call-Off will be deleted when the Duration of Processing expires.</i>

Joint Schedule 11 (Processing Data)
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UNLESS requirement under Union or Member State law to preserve that type of data	
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Joint Schedule 13 (Legal Services)

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PUBLIC SERVICE CONTRACT (PSC)**LEGAL SERVICES CONTRACT
SPECIAL SCHEDULE**

Where the Services provided under a Call-Off Contract include Legal Services, the following provisions shall apply and take precedence over those set out in the PSC Call Off Contract as follows: -

Joint Schedule 1 (Definitions) shall be amended as follows: -

“Conflict of Interest” shall have the meaning set out in the Solicitors Regulation Authority Handbook or equivalent in the Supplier’s jurisdiction, as amended from time to time;

“Group of Economic Operators” means a group of economic operators acting jointly and severally to provide the Deliverables;

“IPR Claim” means “any action, suit, claim, demand, Loss or other liability which the Authority or Crown may suffer or incur as a result of any claim that the performance of the Deliverables infringes or allegedly infringes (including the defence of such infringement or alleged infringement) of any third party IPR, used to provide the Deliverable or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;”

“Losses” means “all losses, liabilities, damages, costs, expenses (including legal and professional fees), disbursements, costs of investigation, litigation, settlement, judgement, interest, fines and penalties (including regulatory penalties, fines and expenses) whether arising in contract or tort (including negligence), breach of statutory duty, misrepresentation or otherwise and “Loss” shall be construed accordingly;”

“Regulatory Compliance” means that the Deliverables shall at all times be supplied in accordance with, amongst other things:

- the legal and professional practice rules, codes, principles and proper interpretation of the law and court decisions in existence in the applicable jurisdiction at the date on which the Deliverable is supplied to the Buyer; and
- the standards of professionalism expected by the professional body that registers and authorises individuals (for example, solicitors, registered European lawyers and registered foreign lawyers) and firms of solicitors (or equivalents) to practice and provide legal services in the applicable jurisdiction;

“SRA” means the Solicitors Regulatory Authority which regulates solicitors, law firms, non-lawyers who can be managers or employees of firms and other types of lawyer (e.g. registered foreign lawyers (RFLS) and registered European lawyers (RELs), in England and Wales (or equivalent organization in other jurisdictions).

Core Terms shall be amended as follows: -**3.1 All Deliverables**

3.1.1 The Supplier must provide Deliverables:

Joint Schedule 13 (Legal Services)

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- that comply with the Specification, the Framework Tender Response and, in relation to a Call-Off Contract, the Call-Off Tender (if there is one)
- to a professional standard
- using reasonable skill and care
- using Good Industry Practice
- using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract
- on the dates agreed
- that comply with Law and Compliance Requirements.

3.3 Services (continued from Core Terms)

3.3.8 Within a reasonable period of time of the Start 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 Deliverables to be provided with the Buyer to clarify and document (to the extent that the above have not been done prior to or at the Start Date and included in the Call-Off Deliverables section of the Order Form:

- the legal advice required;
- how legal input will be structured to minimise costs and maximise efficiency;
- whether and how work previously undertaken for central Government can be re-used to reduce cost;
- the levels and names of Supplier Staff working on performing the Deliverables, including the Key Personnel identified in the Order Form;
- which of the Buyer's Personnel can provide instructions and authorise additional work; and
- the general management of the Deliverables and the provision by the Supplier thereof.

3.3.9 During the performance of the Deliverables the Supplier shall conduct reviews at agreed intervals set out in the Order Form (if so specified) but in any event no less than once every three (3) Months to:

- review adherence to the plans (whether original plans or plans as subsequently amended under this Clause 3.3.9, as the case may be) for the Deliverables prepared pursuant to this Clause 3.3; and
- ensure optimisation of efficiency and value for money in provision of the Deliverables.

3.3.10 The Supplier shall:

- confirm to the Buyer that any review required has, in each case, been completed;
- report to the Buyer on the outcome of the review (including documenting the same in such form as the Buyer may reasonably require); and
- make and apply such adjustments to the plans for the delivery of the Deliverables as the Buyer may direct.

3.3.11 The Supplier shall:

Joint Schedule 13 (Legal Services)

Crown Copyright 2020

- comply with all reasonable instructions given to the Supplier and the Supplier Personnel by the Buyer in relation to the Deliverables from time to time, including reasonable instructions to reschedule or alter the Deliverables;
- without prejudice to that compliance requirement, in accordance with Clause 15.1 (Confidentiality) and Clause 32.2 (Conflict of Interest) immediately report to the Buyer's Authorised Representative any matters which involve or could potentially involve an actual or potential breach of Confidentiality and/or Conflict of Interest and shall follow any direction made by the Buyer in respect of the proper management and mitigation of the same;
- to the extent that any draft-Deliverable drawn up by the Supplier is disclosed to the Buyer, ensure that the Buyer is notified in writing not to rely on its content until it becomes the final version.
- co-operate in a timely and prompt manner with the Buyer and the Buyer's other professional advisers in relation to the Deliverables as required by the Buyer;
- comply with the Buyer'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 Buyer; and
- to the extent expressly set out in the Order Form, obtain Approval from the Buyer's Authorised Representative before advising the Buyer on:
 - (a) EU law (including State aid and public procurement); or
 - (b) public law (including national security); or
 - (c) the Employment Regulations; or
 - (d) any other issue as may be notified to the Supplier from time to time by the Buyer's Authorised Representative,

and where Approval is given, if the advice is given orally, confirm in writing, to the Buyer's Authorised Representative, any advice given to the Buyer.

3.3.12 The Supplier shall not:

- knowingly act at any time during the term of the 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 Buyer will thereby arise or exist in relation to the Deliverables; or
- incur any expenditure which would result in any estimated figure for any element of the Deliverables being exceeded without the Buyer's written agreement; or
- without the prior written consent of the Buyer, accept any commission, discount, allowance, direct or indirect payment, or any other consideration from any third party in connection with the provision of the Deliverables; or
- pledge the credit of the Buyer in any way; or
- engage in any conduct which in the reasonable opinion of the Buyer is prejudicial to the Buyer, the Authority or the Crown.

3.3.13 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.

Joint Schedule 13 (Legal Services)

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3.3.14 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 Contract.

3.3.15 Upon expiry of this Contract, or as the Deliverables to be performed under it near completion, as seems appropriate to the Buyer under the circumstances, the Supplier shall conduct a knowledge transfer exercise where requested to do so by the Buyer. This exercise shall:

- document, collate and transfer to the Buyer any significant know-how, learning and/or practices generated, developed and/or used by the Supplier during this Contract;
- compile and transfer to the Buyer a document bible(s) (including electronic versions of the same if the Buyer so requires) comprising the contractual and/or other documents and/or advice generated, developed and/or used by the Supplier during this Contract;
- be completed within one (1) Month of the later of completion of the relevant Deliverables, or the request to conduct the exercise made by the Buyer, or the expiry of this Contract; and
- be performed at no additional cost or charge to the Buyer.

8. Rights and Protections

8.1 The Supplier warrants and represents that:

- it has full capacity and authority to enter into and to perform each Contract
- each Contract is executed by its authorised representative
- it is legally valid and existing organization a partnership and/or incorporated, organized and subsisting in accordance with the Laws in the place it was formed
- there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract
- it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract
- it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract
- it is not impacted by an Insolvency Event
- it will comply with each Call-Off Contract

9. Intellectual Property Rights (IPRs)

9.1 Subject to Clause 9.2, each Party keeps ownership of its own Existing IPRs.

9.2 Unless otherwise provided in the Order Form:

- Intellectual Property Rights in the output from the Deliverables shall vest in the Supplier who shall grant to the Buyer a non-exclusive, unlimited, perpetual, royalty-free, irrevocable, transferable licence to use, change, exploit and sub-license the same.

Joint Schedule 13 (Legal Services)

Crown Copyright 2020

- The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferrable worldwide licence to use, change and sub-licence Supplier's Existing IPR to enable it to both:
 - receive and use the Deliverables
 - make use of the deliverables provided by a Replacement Supplier
- 9.3 Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.
- 9.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all Losses incurred as a result.
- 9.6 If an IPR Claim is made: -
- the Buyer shall notify the Supplier in writing of the IPR Claim and the Buyer shall not make any admissions which may be prejudicial to its defence or settlement. The Supplier shall at its own expense conduct all negotiations and any litigation arising out of or in connection with the IPR Claim provided always that the Supplier shall: -
 - consult CCS and the Buyer on all substantive issues which arise during the conduct of such litigation and negotiations;
 - take due and proper account of the interests of the CCS and the Buyer;
 - consider and defend the IPR Claim diligently using competent counsel and in such a way as not to bring the reputation of the CCS and/or the Buyer into disrepute; and
 - not settle or compromise the IPR Claim without the prior written approval of the CCS and the Buyer (not to be unreasonably withheld or delayed).
 - or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
 - obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR
 - replace or modify the relevant item with substitutes that don't infringe IPR without adversely affecting the accuracy, completeness, reliability, functionality or performance of the Deliverables.

10. What happens if the Contract ends

Where the Relevant Authority terminates a Contract under Clause 10.4.1 all of the following apply:

- 10.5.1 The Supplier is responsible for the Relevant Authority's reasonable costs and any additional expenditure incurred in procuring Replacement Deliverables for the rest of the Contract Period.

11. Excluding Liabilities

Joint Schedule 13 (Legal Services)

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11.1 Subject to any applicable Compliance Requirements, each Party's total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is no more than £100,000.

11.2 Subject to any applicable Compliance Requirements, each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified in the Call-Off Order Form.

11.3 No Party is liable to the other for:

- any indirect, consequential and special Losses
- Loss of profits, turnover, savings (including anticipated savings), business opportunities or damage to goodwill (in each case whether direct or indirect)

11.4 The Supplier shall be liable for the following types of Loss which shall be regarded as direct and shall (without in any way, limiting other categories of Loss which may be recoverable by CCS and the Buyer:

- any wasted expenditure or charges;
- the additional cost or procuring, implementing or operating any alternative or Replacement Deliverables to the Deliverables which shall include any incremental costs associated with the replacement of such deliverables above those which would have been payable under the Contract;
- any compensation or interest paid to a third party by CCS and/or the Buyer;
- any regulatory Losses or other losses incurred by CCS and/or the Buyer pursuant to the Law.

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

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

11.7 In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following:

- its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors
- its liability for bribery or fraud or fraudulent misrepresentation by it or its employees
- any liability that cannot be excluded or limited by Law
- its obligation to pay the required Management Charge or Default Management Charge

Joint Schedule 13 (Legal Services)

Crown Copyright 2020

- 11.8 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for an indemnity given under Clauses 7.5, 8.3, 9.5, 12.2 or 14.8 or Call-Off Schedule 2 (Staff Transfer) of a Contract.
- 11.9 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.
- 11.10 When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:
- Deductions
 - any items specified in Clause 11.5
- 11.11 If more than one Supplier is party to a Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.
- 11.12 No individual nor any service company of the Supplier employing that individual shall have any personal liability to the Buyer for the Deliverables supplied by that individual on behalf of the Supplier and the Buyer shall not bring any claim under the Contract against that individual or such service company in respect of the Contract save in the case of Fraud or any liability for death or personal injury. Nothing in this Clause 11.12 shall in any way limit the liability of the Supplier in respect of the Deliverables, and such liability shall be uncapped unless otherwise specified in the Order Form.

32. Conflict of Interest

- 32.2 The Supplier must promptly notify and, subject to Compliance Requirements, provide details to CCS and each Buyer if a Conflict of Interest happens or is expected to happen.

Call-Off Schedule 1 (Transparency Reports)

Call-Off Ref:

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Call-Off Schedule 1 (Transparency Reports)

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

Call-Off Schedule 1 (Transparency Reports)

Call-Off Ref:

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Annex A: List of Transparency Reports

Title	Content	Format	Frequency
[Key Subcontractors]	[]	[]	[]
[Technical]	[]	[]	[]
[Performance management]	[]	[]	[]

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

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Call-Off Schedule 2 (Staff Transfer)

1. Definitions

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

"Employee Liability"

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 Buyer 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 and also including any payments arising in respect of pensions;