

Framework Schedule 6 (Order Form Template and Call-Off Schedules)
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Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE: Project_1286 Legal services in relation to the UK-India FTA

THE BUYER: The Secretary of State for the Department for International Trade

BUYER ADDRESS Old Admiralty Building
London
SW1A 2BL

THE SUPPLIER: Name: TLT LLP
Address: One Redcliff Street,
Bristol
BS1 6TP
Registration number: OC308658
SID4GOV ID: N/A

Name: McDermott Will & Emery
LLP
Address: 444 West Lake Street,
Suite 4000,
Chicago, IL
60606-0029
Registration number: 36-1453176
SID4GOV ID: N/A

Name: Borden Ladner Gervais
LLP
Address: Bay Adelaide Centre, East
Tower,
22 Adelaide St.
W, Toronto, ON, Canada
M5H 4E3
Registration number: 869096974
SID4GOV ID: N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 03/12/2021

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It's issued under the Framework Contract with the reference number RM6183 for the provision of legal services in relation to a potential trade dispute.

CALL-OFF LOT(S):

Lot 2 International Trade & Negotiations

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6183
3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6183
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 13 (Legal Services)
 - Call-Off Schedules for RM6183
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms (version 3.0.8)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6183
6. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

Special Term 1 – Definitions

The following definitions shall be added to Joint Schedule 1 (Definitions):

“Capped Price” has the meaning given to it in paragraph 1.2 of Call-Off Schedule 5 (Pricing Details);

“Commission” has the meaning given to it in paragraph 1.1 of Call-Off Schedule 5 (Pricing Details);

“Commissioning Template” means the template commission form attached as Annex 1 to Call-Off Schedule 20 (Call-Off Specification);

“Framework Price(s)” means the Tenderer’s maximum hourly rate(s) for each Legal Grade for each jurisdiction the Tenderer has provided rates for in their Lot 2 Additional Rate Card tab entitled ‘Hourly Rate for [jurisdiction]’ included in their Trade Law Panel Framework Schedule 3 (Framework Prices);

“Legal Grades” means those grades of legal Personnel listed in paragraph 2.1 of Schedule 5 (Pricing Details);

“Maximum Framework Rate” means the Tenderers’ maximum hourly rates for each Legal Grade included in their Lot 2 Rate Card tab entitled ‘Hourly Rate’ included in their Trade Law Panel Framework Schedule 3 (Framework Prices)

“Non-urgent Commission” means a Commission where advice is likely to be required within a longer timeframe than for an Urgent Commission, likely to be within around a month.

“Urgent Commission” means a Commission where advice or assistance is likely to be required within a very short turnaround, likely to be within 24 hours or less;

“Volume Discounts” means the volume discounts set out in paragraph 3.2 of Schedule 5 (Pricing Details);

Special Term 2 – Conflicts of Interest

Where the Supplier is required to notify the Buyer of a Conflict of Interest in accordance with Clause 32 of the RM6183 Core Terms the Supplier must also provide the Buyer

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with any information the Buyer reasonably requires in respect of such Conflict of Interest on an ongoing basis.

The Supplier's obligations in respect of Clause 32 of the RM6183 Core Terms shall extend to any Conflict of Interest or potential Conflict of Interest that may arise in respect of any Subcontractor. The Supplier shall ensure that appropriate arrangements are put in place with any Subcontractor to enable it to provide such information to the Buyer as the Buyer may require in respect of any Subcontractor Conflict of Interest. The Supplier shall ensure that any Subcontractor complies with any steps required by the Buyer in accordance with Clause 3.3.11 and Clause 32.3 of the RM6183 Core Terms.

The Buyer may ask the Supplier to terminate a Subcontract under Clause 10.7 where a Conflict of Interest or potential Conflict of Interest has occurred which, in the opinion of the Authority, cannot be managed or where the Supplier and/or the Subcontractor have failed to take the steps required under Clause 3.3.11 and Clause 32.3 to manage such Conflict of Interest.

For the avoidance of doubt, it shall be a Conflict of Interest for a Supplier or a Subcontractor to accept instructions from the central or regional Governments or their agencies of India in relation to matters pertaining to trade negotiations or agreements, or trade disputes, directly involving the UK.

CALL-OFF START DATE: 06/12/2021

CALL-OFF EXPIRY DATE: 06/12/2024

CALL-OFF INITIAL PERIOD: 36 Months

CALL-OFF OPTIONAL EXTENSION PERIOD: Up to 12 Months

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification)

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £1 million.

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)

The total Charges for this Call Off Contract is capped as follows

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- Total Charges under this Call Off Contract are capped at £5 million exclusive of VAT
 - Total Charges under this Call Off Contract in the 36-month initial period are capped at £4 million exclusive of VAT
 - Total Charges under this Call Off Contract in the 12-month optional extension period are capped at £1 million exclusive of VAT, plus any portion of the £4 million sum unspent in the initial period.

REIMBURSABLE EXPENSES

See details in Call-Off Schedule 5 (Pricing Details)

PAYMENT METHOD

Payment will be made within 30 days of receipt of invoice subject to inclusion of the appropriate Purchase Order number and satisfactory completion of all Deliverables in accordance with the terms of this Contract.

BUYER'S INVOICE ADDRESS:

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

0333 207 9122

BUYER'S AUTHORISED REPRESENTATIVE

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

BUYER'S ENVIRONMENTAL POLICY

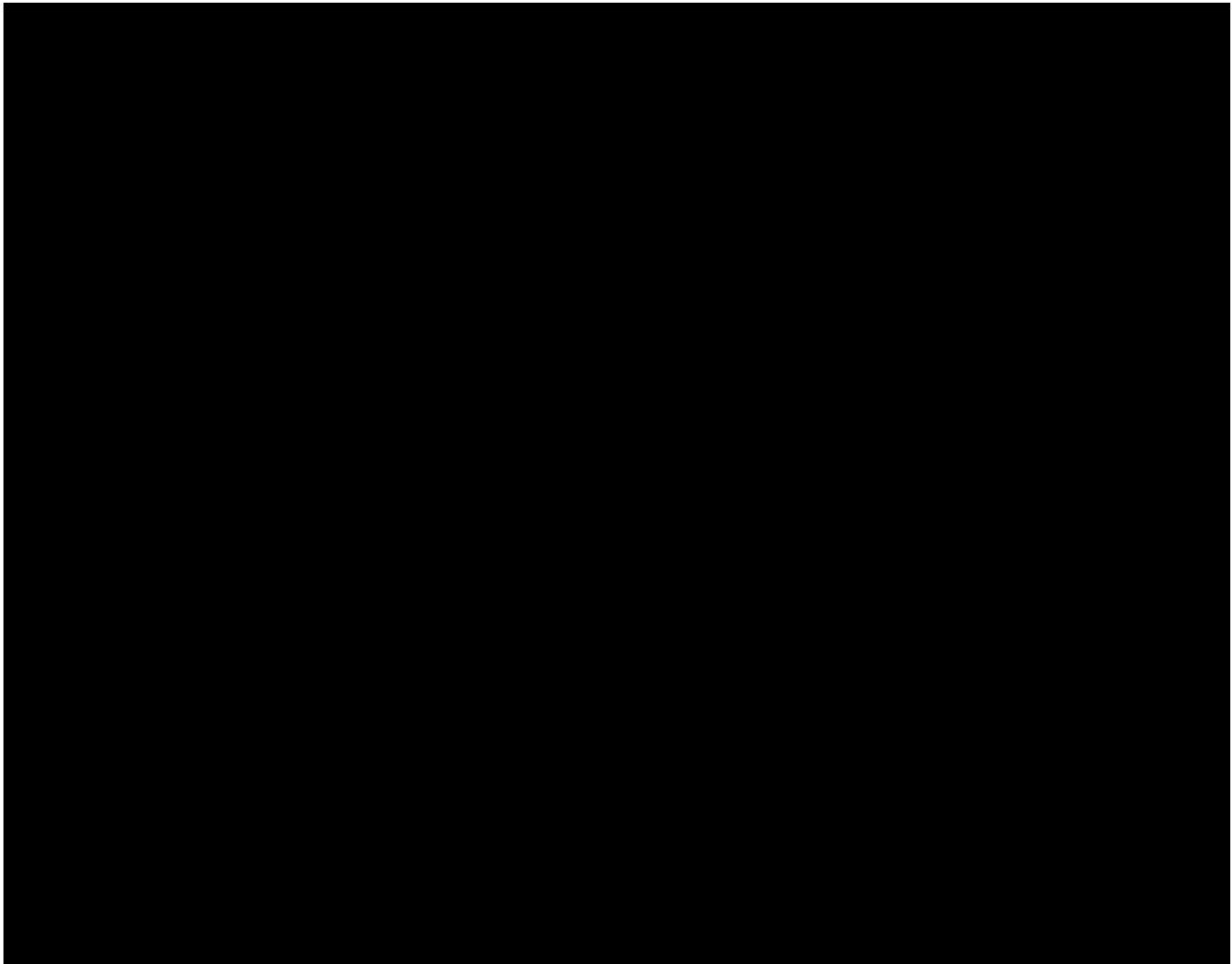
Not applied

BUYER'S SECURITY POLICY

Appended at *Call-Off Schedule 9 (Security) (Annex 1 DIT Security Guidance)*

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KEY SUBCONTRACTOR(S)

Name: Cyril Amarchand Mangaldas (CAM)
Address: Peninsula Chambers,
Peninsula Corporate Park,
GK Marg,
Lower Parel,
Mumbai - 400 013
India

Name: Economic Law Practice (ELP)
Address: 9th Floor,
Mafatlal Center,
Vidhan Bhavan Marg,
Nariman Point,
Mumbai - 400 021
India

COMMERCIALLY SENSITIVE INFORMATION

Detailed in Joint Schedule 4 (Commercially Sensitive Information)

Framework Ref: RM6183

Project Version: v1.0

Model Version: v3.6

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SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not Applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in paragraph 6 of the Call-Off Schedule 20 (Call-Off Specification).

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| For and on behalf of the Supplier: | | For and on behalf of the Buyer: | |
| TLT LLP | | The Department for International Trade | |
| Signature: | | Signature: | |
| Name: | | Name: | |
| Role: | | Role: | |
| Date: | | Date: | |
| Borden Ladner Gervais LLP | | The Department for International Trade | |
| Signature: | | Signature: | |
| Name: | | Name: | |
| Role: | | Role: | |
| Date: | | Date: | |
| McDermott Will & Emery LLP | | The Department for International Trade | |
| Signature: | | Signature: | |
| Name: | | Name: | |
| Role: | | Role: | |
| Date: | | Date: | |

Joint Schedule 1 (Definitions)
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Joint Schedule 1 (Definitions)

- 1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, 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.
- 1.3 In each Contract, unless the context otherwise requires:
 - 1.3.1 the singular includes the plural and vice versa;
 - 1.3.2 reference to a gender includes the other gender and the neuter;
 - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 1.3.5 the words **"including"**, **"other"**, **"in particular"**, **"for example"** and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words **"without limitation"**;
 - 1.3.6 references to **"writing"** include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.3.7 references to **"representations"** shall be construed as references to present facts, to **"warranties"** as references to present and future facts and to **"undertakings"** as references to obligations under the Contract;
 - 1.3.8 references to **"Clauses"** and **"Schedules"** are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
 - 1.3.9 references to **"Paragraphs"** are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
 - 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;

Joint Schedule 1 (Definitions)

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- 1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract; and
- 1.3.12 where the Buyer is a Crown Body it shall be treated as contracting with the Crown as a whole.
- 1.4 In each Contract, unless the context otherwise requires, the following words shall have the following meanings:

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| "Achieve" | in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and "Achieved" , "Achieving" and "Achievement" shall be construed accordingly; |
| "Additional Insurances" | insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements); |
| "Admin Fee" | means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees ; |
| "Affected Party" | the party seeking to claim relief in respect of a Force Majeure Event; |
| "Affiliates" | 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; |
| "Annex" | extra information which supports a Schedule; |
| "Approval" | the prior written consent of the Buyer and "Approve" and "Approved" shall be construed accordingly; |
| "Audit" | <p>the Relevant Authority's right to:</p> <ul style="list-style-type: none"> a) verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract); b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services; c) verify the Open Book Data; d) verify the Supplier's and each Subcontractor's compliance with the applicable Law; e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations; |

Joint Schedule 1 (Definitions)

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| | <p>f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;</p> <p>g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</p> <p>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</p> <p>i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;</p> <p>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 Relevant Authority has used its resources; or</p> <p>k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;</p> |
| "Auditor" | <p>a) the Buyer's internal and external auditors;</p> <p>b) the Buyer's statutory or regulatory auditors;</p> <p>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>d) HM Treasury or the Cabinet Office;</p> <p>e) any party formally appointed by the Buyer to carry out audit or similar review functions; and</p> <p>f) successors or assigns of any of the above;</p> |
| "Authority" | CCS and each Buyer; |
| "Authority Cause" | any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier; |
| "BACS" | the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom; |
| "Beneficiary" | a Party having (or claiming to have) the benefit of an indemnity under this Contract; |
| "Buyer" | the relevant public sector purchaser identified as such in the Order Form; |

Joint Schedule 1 (Definitions)

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| "Buyer Assets" | the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract; |
| "Buyer Authorised Representative" | the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form; |
| "Buyer Premises" | premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them); |
| "Call-Off Contract" | the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form; |
| "Call-Off Contract Period" | the Contract Period in respect of the Call-Off Contract; |
| "Call-Off Expiry Date" | the date of the end of a Call-Off Contract as stated in the Order Form; |
| "Call-Off Incorporated Terms" | the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form; |
| "Call-Off Initial Period" | the Initial Period of a Call-Off Contract specified in the Order Form; |
| "Call-Off Optional Extension Period" | such period or periods beyond which the Call-Off Initial Period may be extended up to a maximum of the number of years in total specified in the Order Form; |
| "Call-Off Procedure" | the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Procedure and Award Criteria); |
| "Call-Off Special Terms" | any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract; |
| "Call-Off Start Date" | the date of start of a Call-Off Contract as stated in the Order Form; |
| "Call-Off Tender" | the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender); |
| "CCS" | the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP; |
| "CCS Authorised Representative" | the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form; |

Framework Ref: RM6183

Project Version: v1.0

Model Version: v3.6

Joint Schedule 1 (Definitions)

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| "Central Government Body" | <p>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:</p> <p>a) Government Department;</p> <p>b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p> <p>c) Non-Ministerial Department; or</p> <p>d) Executive Agency;</p> |
| "Change in Law" | any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date; |
| "Change of Control" | a change of control within the meaning of Section 450 of the Corporation Tax Act 2010; |
| "Charges" | the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions; |
| "Claim" | any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract; |
| "Commercially Sensitive Information" | the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss; |
| "Comparable Supply" | the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables; |
| "Compliance Officer" | the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations; |
| "Confidential Information" | means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential; |

Joint Schedule 1 (Definitions)

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| "Conflict of Interest" | is a conflict between the financial or personal duties of the Supplier, the Supplier Staff and the duties owed to CCS or any Buyer under the Contract, in the reasonable opinion of the Buyer or CCS, and includes the meaning set out in the SRA guidance (issued 29 October 2019): https://www.sra.org.uk/solicitors/guidance/ethics-guidance/conflicts-interest/), as amended from time to time; |
| "Contract" | either the Framework Contract or the Call-Off Contract, as the context requires; |
| "Contracts Finder" | the Government's publishing portal for public sector procurement opportunities; |
| "Contract Period" | the term of either a Framework Contract or Call-Off Contract from the earlier of the: a) applicable Start Date; or b) the Effective Date until the applicable End Date; |
| "Contract Value" | the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier; |
| "Contract Year" | a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof; |
| "Control" | control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly; |
| "Controller" | has the meaning given to it in the GDPR; |
| "Core Terms" | CCS' standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts; |
| "Costs" | the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including: i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) work place accommodation; |

Joint Schedule 1 (Definitions)

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| | <p>viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and</p> <p>ix) reasonable recruitment costs, as agreed with the Buyer;</p> <p>b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and</p> <p>d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <p>a) Overhead;</p> <p>b) financing or similar costs;</p> <p>c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise;</p> <p>d) taxation;</p> <p>e) fines and penalties;</p> <p>f) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p> |
| "Crown Body" | the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government 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; |
| "CRTPA" | the Contract Rights of Third Parties Act 1999; |
| "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 to the extent |

Joint Schedule 1 (Definitions)

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| | that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy; |
| "Data Protection Liability Cap" | the amount specified in the Framework Award Form. |
| "Data Protection Officer" | has the meaning given to it in the GDPR; |
| "Data Subject" | has the meaning given to it in the GDPR; |
| "Data Subject Access 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; |
| "Deductions" | all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract; |
| "Default" | any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority; |
| "Default Management Charge" | has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information); |
| "Delay Payments" | the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan; |
| "Deliverables" | Goods and/or Services that may be ordered under the Contract including the Documentation; |
| "Delivery" | delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly; |
| "Disaster" | the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Order Form (for the purposes of this definition the "Disaster Period"); |
| "Disclosing Party" | the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential); |

Joint Schedule 1 (Definitions)

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| "Dispute" | any claim, dispute or difference arises out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts; |
| "Dispute Resolution Procedure" | the dispute resolution procedure set out in Clause 34 (Resolving disputes); |
| "Documentation" | <p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <p>a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables</p> <p>b) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>c) has been or shall be generated for the purpose of providing the Deliverables;</p> |
| "DOTAS" | the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions; |
| "DPA 2018" | the Data Protection Act 2018; |
| "Due Diligence Information" | any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date; |
| "Effective Date" | the date on which the final Party has signed the Contract; |
| "EIR" | the Environmental Information Regulations 2004; |
| "Employment Regulations" | the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC; |
| "End Date" | <p>the earlier of:</p> <p>a) the Expiry Date (as extended by any Extension Period exercised by the Authority under Clause 10.2); or</p> |

Joint Schedule 1 (Definitions)

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| | b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract; |
| "Environmental Policy" | to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer; |
| "Estimated Year 1 Charges" | the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form; |
| "Estimated Yearly Charges" | means for the purposes of calculating each Party's annual liability under clause 11.2 : i) in the first Contract Year, the Estimated Year 1 Charges; or ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period; |
| "Equality and Human Rights Commission" | the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time; |
| "Existing IPR" | any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise); |
| "Expiry Date" | the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates); |
| "Extension Period" | the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates; |
| "FOIA" | the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation; |
| "Force Majeure Event" | any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from: a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or |