

Call-Off Schedule 10 (Exit Management)

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- (d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and
- 4.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
- 4.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
- 4.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

5. Termination Assistance

- 5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a **"Termination Assistance Notice"**) at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
 - 5.1.1 the nature of the Termination Assistance required; and
 - 5.1.2 the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the date that the Supplier ceases to provide the Deliverables.
- 5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the Termination Assistance Notice period provided that such extension shall not extend for more than six (6) Months beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier of such this extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.
- 5.3 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

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6. Termination Assistance Period

- 6.1 Throughout the Termination Assistance Period the Supplier shall:
- 6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
 - 6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
 - 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
 - 6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
 - 6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
 - 6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
- 6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.
- 6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

7. Obligations when the contract is terminated

- 7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:
- 7.2.1 vacate any Buyer Premises;
 - 7.2.2 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely

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responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;

7.2.3 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:

- (a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
- (b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.

7.3 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

8. Assets, Sub-contracts and Software

8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:

8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or

8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.

8.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:

8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");

8.2.2 which, if any, of:

- (a) the Exclusive Assets that are not Transferable Assets; and
- (b) the Non-Exclusive Assets,

the Buyer and/or the Replacement Supplier requires the continued use of; and

8.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"),

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in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.

- 8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.
- 8.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
- 8.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
- 8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
- 8.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- 8.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.
- 8.7 The Buyer shall:
- 8.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
- 8.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
- 8.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.
- 8.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other

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people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

9. No charges

- 9.1 Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.

10. Dividing the bills

- 10.1 All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:

10.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;

10.1.2 the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and

10.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

Call-Off Schedule 14 (Service Levels)

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Call-Off Schedule 14 (Service Levels)

1. Definitions

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

"Service Level Performance Measure" shall be the "Good Target" Service Level Threshold as set out against the relevant Service Level in Part A of this Schedule; and

"Service Level Threshold" shall be as set out against the relevant Service Level in Part A of this Schedule.

2. What happens if you don't meet the Service Levels

- 2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 2.2 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
- 2.3 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:
- 2.3.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date; and
- 2.3.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards.

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Part A: Service Levels Table

Service Level Number	Service Level Performance Criterion	Key Indicator	Key Indicator Monitoring	Service Level Thresholds			Service Credit for each Service Period
1	Commission Cost Estimate response time	Commission cost estimates provided within 2 hours for Urgent Commissions and 24 hours for Non-Urgent Commissions.	Cost Estimate receipt recorded on Commissioning Template. Supplier to report on performance quarterly	Good Target	90%		NOT USED
				Approaching Target Threshold	85%		
				Requires Improvement Threshold	75%		
				Inadequate Threshold	<75%		
2	Commission Delivery on time	Delivery of advice by the agreed deadline for all Commissions.	Commission delivery date and time recorded on the Commissioning Template.	Good Target	100%		
				Approaching Target Threshold	95%		

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			Supplier to report on performance quarterly.	Requires Improvement Threshold	85%
				Inadequate Threshold	<85%
3	Timeliness of invoices	Invoices to be received by DIT 5 Working Days from end of month the Commission was completed	Invoice receipt recorded by the DIT Contract Manager.	Good Target	95%
				Approaching Target Threshold	90%
				Requires Improvement Threshold	80%
				Inadequate Threshold	<80%
4A	Accurate Cost estimates	Initial Commission cost estimates do not require revision during the course of the Commission.	Cost estimate revisions are recorded on the Commissioning Template.	Good Target	90% of commissions not revised
				Approaching Target Threshold	85% of commissions not revised
				Requires Improvement Threshold	80% of commissions not revised

4B	Commission cost estimates not to exceed 10%.	Initial Commission cost estimates are not revised by greater than 10% during the course of the Commission.	Cost estimate revisions are recorded on the Commissioning Template	<p>Inadequate Threshold</p> <p>Good Target</p> <p>Approaching Target Threshold</p> <p>Requires Improvement Threshold</p> <p>Inadequate Threshold</p> <p>Good Target</p>	<p><80% of commissions not revised</p> <p>100% of commissions not revised by more than 10%.</p> <p>95% of commissions not revised by more than 10%.</p> <p>90% of commissions not revised by more than 10%.</p> <p><90% of commissions not revised by more than 10%.</p> <p>100%</p>
5					

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	Quality of advice	Clear, accurate, and well-structured written work alongside clear and frequent communication methods, thorough research and use of GLD risk guidance where requested. Clear and accurate delivery of any oral submissions made during arbitration proceedings.	An assessment will be made for each Commission which will be discussed at each fortnightly call, and concerns raised by the DIT Contract Manager if quality does not meet the required standard.	Approaching Target Threshold	95%	
				Requires Improvement Threshold	85%	
				Inadequate Threshold	<85%	
6	Social Value	Bi-annual reporting by the Supplier to the Buyer of the Supplier's initiatives, and where relevant those of companies within the supply chain, under the contract to identify and tackle inequality in employment, skills and pay in the contract workforce.	Social Value report to be submitted by the Supplier to the Buyer at every other quarterly performance review. The report must include <ul style="list-style-type: none"> • Number of new initiatives launched. • Number of existing initiatives enhanced. • Total initiatives and details of their performance. • Number of initiatives launched or enhanced as a result of this contract. 	Good Target	100%	
				Inadequate Threshold	<100%	

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Part B: Performance Monitoring

1. Performance Monitoring and Performance Review

- 1.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 1.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph **Error! Reference source not found.** of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 1.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 1.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 1.2.3 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence; and
 - 1.2.4 such other details as the Buyer may reasonably require from time to time.
- 1.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
 - 1.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
 - 1.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
 - 1.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.
- 1.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.
- 1.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier.

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2. Satisfaction Surveys

- 2.1 The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys

Call-Off Schedule 15 (Call-Off Contract Management)

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Call-Off Schedule 15 (Call-Off Contract Management)

1. Definitions

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

"Operational Board" the board established in accordance with paragraph 2.1 of this Schedule;

"Project Manager" the manager appointed in accordance with paragraph 2.1 of this Schedule;

2. Project Management

2.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.

2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.

2.3 Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

3. Role of the Supplier Contract Manager

3.1 The Supplier's Contract Manager's shall be:

3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;

3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;

3.1.3 able to cancel any delegation and recommence the position himself; and

3.1.4 replaced only after the Buyer has received notification of the proposed change.

3.2 The Buyer may provide revised instructions to the Supplier's Contract Manager's in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.

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- 3.3 Receipt of communication from the Supplier's Contract Manager's by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

4. Role of the Operational Board

- 4.1 The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.
- 4.2 The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in the Order Form.
- 4.3 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.
- 4.4 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.
- 4.5 The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

5. Contract Risk Management

- 5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
- 5.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
 - 5.2.1 the identification and management of risks;
 - 5.2.2 the identification and management of issues; and
 - 5.2.3 monitoring and controlling project plans.
- 5.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 5.4 The Supplier will maintain a risk register of the risks relating to the Call Off Contract which the Buyer's and the Supplier have identified.

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Annex: Contract Boards

The Parties agree to operate the following boards at the locations and at the frequencies set out below:

Contract Management and Governance				
Meeting	Attendees	Content	Frequency	Format
Kick-off Meeting	<ul style="list-style-type: none"> Buyer & Supplier Project Managers Any other parties to be agreed in advance. 	Scope and define parameters of work and time for Q/A	Initial meeting at start before work commences	Teleconference or video
Phone call	<ul style="list-style-type: none"> Buyer & Supplier Project Managers Any other parties to be agreed in advance. 	Review of work to date + time for Q/A with DIT lawyers and internal project lead	Will be specified in the commission	Teleconference
Operational Board Meeting	Operational Board	Review of performance against Key Performance Indicators (KPIs)	Quarterly	Face to face, teleconference or video. Written report against KPIs to be provided for the meeting.

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Call-Off Schedule 20 (Call-Off Specification)

Specification of Requirements

The Department for International Trade (DIT), the Buyer, has overall responsibility for developing, coordinating and delivering new trade and investment policy for the UK, including preparing for and then negotiating Free Trade Agreements (FTAs) and market access deals with non-EU countries.

The purpose of this specification is to set out the scope of the Services that the Supplier shall provide.

Defined terms used in this Specification of Requirements shall have the meaning given to them in the Contract.

1. Requirement

1.1 The Buyer requires external legal services to support it in the negotiation of the UK's bilateral FTA with India.

1.2 Commissions will include requests concerning the law of India and legal structures relating to the expected areas of negotiation, which include, but are not limited to:

- a. Goods
- b. Rules of Origin
- c. Textiles and Apparel
- d. Customs Administration and Trade Facilitation
- e. Trade Remedies
- f. Sanitary and Phytosanitary Measures
- g. Technical Barriers to Trade
- h. Investment
- i. Cross-Border Trade in Services
- j. Financial Services
- k. Services sectors, including, but not limited to Professional Business Services, Transport and Postal Services
- l. Temporary Entry
- m. Telecommunications
- n. Digital
- o. Electronic Commerce
- p. Innovation
- q. Government Procurement
- r. Intellectual Property
- s. Competition Policy
- t. State-Owned Enterprises and Designated Monopolies
- u. Labour
- v. Environment and Sustainability
- w. Cooperation and Capacity Building
- x. Competitiveness and Business Facilitation
- y. Development
- z. Small and Medium-Sized Enterprises
- aa. Regulatory Coherence
- bb. Transparency and Anti-Corruption
- cc. Dispute Settlement
- dd. Exceptions and General Provisions
- ee. Trade and Gender
- ff. Anti-Corruption

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1.3 Although the exact Commissions and format of response cannot be confirmed in advance, the Buyer anticipates that legal advice will be required in a number of different formats and timescales. This may also include a need for advice to be delivered in person or attendance at negotiation sessions. The table below provides examples of where legal advice is required in potential scenarios.

Anticipated format	Scenario	Examples	Anticipated timescale
Reports, case studies or precedent cases	In preparation for negotiation rounds, the Buyer may require legal advice in the form of reports, and in some areas case-studies or requests for precedent cases.	<p>Example 1: How are provisions on [x policy area] implemented in the legislation of India? Is the legislation at a central or regional level of government? What precedents are there on the implementation of [x policy] as a result of an FTA?</p> <p>Example 2: What changes would be required to UK domestic legislation in order for the UK to give effect to [provision]?</p> <p>Example 3: Would [provision] make it difficult/impossible for the UK to meet its obligations under existing international trade agreements.</p> <p>Example 4: In preparation for negotiation rounds, the Buyer may seek advice on the feasibility of a particular negotiating position e.g. the legal impact of a position on India.</p> <p>Example 5: What are the significant market access barriers to new entrants to [x] sector in India? Have any legal challenges been raised against any of these? What precedents are there for removing or lessening these barriers through trade agreements?</p> <p>Example 6: What has India previously agreed to in respect of [rule] in [policy area], e.g. in previous FTA agreements?</p> <p>Example 7: Are there any legal, linguistic or formatting inconsistencies in the negotiated or proposed text?</p>	To be agreed in advance of commissioning (e.g. within a month).
By phone and/or email	During (or immediately prior to) negotiation rounds the Buyer may require the	Example 8: During a negotiation round, the Buyer may ask for advice relating to examples of when a particular measure relevant to an FTA has been challenged. The Buyer would	Within a very short turnaround time e.g. within 24 hours (in some cases this

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	Supplier to offer legal advice over the phone and by email, often at short notice. We expect the Supplier to be able to respond to short turnaround times during negotiations.	<p>expect the Supplier to provide evidence of historical cases and a summary of the challenge and outcome.</p> <p>Example 9: During a negotiation round, the Buyer may ask for advice relating to a textual change suggested by India. The Buyer would expect the Supplier to provide advice on the legal meaning of the change and how it impacts the UK's original objective.</p> <p>Example 10: During (or prior to) a negotiation round, the Buyer may seek to understand the implications for India of accepting a new or amended provision or side agreement proposed by the UK – considering its impact on India's current domestic legislation or existing international (e.g. FTA) obligations on their part.</p>	may be within less than 24 hours).
By phone and/or email	Following conclusion of the negotiations the Buyer may require the Supplier to scrub treaty text and/or review scrubbed treaty text by from India. We expect the Supplier to be able to respond to short turnaround times in order to prepare the text for signature.	Example 11: Following conclusion of the negotiations and prior to signature of the agreement the Buyer may ask the Supplier to legally scrub specific chapters, sections or provisions of the negotiated text. The Buyer may also ask the Supplier to respond to any legal scrub changes proposed by India.	Within a short turnaround time e.g. within 48 hours (in some cases this may be within 24 hours).

1.3 Throughout this Specification, the following definitions will be used:

- a. **Urgent Commission** means a Commission where advice is likely to be required within a very short turnaround, likely to be within 24 hours or less.
- b. **Non-urgent Commission** means a Commission where advice is likely to be required within a longer timeframe, likely to be within around a month.

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

1.4 Follow up briefings and Q&A may also be required, at the discretion of the Buyer. These will be discussed with the Supplier but the Buyer expects to provide at least 5 working days' notice, or alternative timeframes agreed, in advance of briefings and presentations.

1.5 In order to successfully deliver the above requirements, the Supplier must deploy their team and resources efficiently and effectively when working with UK Government officials. The

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Supplier will work seamlessly with any Subcontractors to ensure that work is managed smoothly, avoiding any duplication of work.

- 1.6 It is the Buyer's opinion that in order to successfully deliver the requirements, the Supplier should have offices in India, or sub-contracting arrangements with expert lawyers appropriately qualified to advise on Indian law.

2. Commissioning and acceptance process

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

- a) The Buyer will send a Commission in the form of commissioning template in Annex 1 (the "Commissioning Template") to the Supplier's single point of contact (SPOC).
- b) The SPOC should confirm receipt of the Commission within 1 working hour in all cases. If the request is an Urgent Commission, the Supplier should revert back with estimated costings for the Commission within 2 working hours from the receipt of the initial Commission, if the request is a Non-urgent Commission the Supplier should revert with estimated costings within 48 hours. The Supplier should be aware that the team could expect to be working in India's time-zone. The Buyer will provide as much notice as possible of this. Expected working hours are 9am-5.30pm (GMT), but are subject to change. Where possible advance notice of a change of expected working hours will be provided by the Buyer.
- c) The Buyer will review the Supplier's response to the Commission, and subject to the Buyer's approval, sign the Commissioning Template to approve the estimated cost and return this to the Supplier within 2 working hours of receipt of the estimated costings for an Urgent Commission, and 24 hours of receipt of the estimated costings for a Non-urgent Commission.
- d) Supplier commences work on the Commission.
- e) Supplier provides the Buyer with the outputs required within the timescales specified in the Commissioning Template along with completing the second part of the Commissioning Template providing a breakdown of the actual time and costs to deliver the Commission. Any variance from the estimated cost should be described and any increase in costs agreed with the Buyer in advance in accordance with (h) below.
- f) The Buyer will notify the Supplier SPOC of any concerns on quality or completeness of advice or cost. If there are no disputes between the Buyer and the Supplier, payment will be made within 30 days of receipt of a satisfactory invoice.
- g) Supplier invoices monthly in arrears for all completed Commissions. The Buyer will pay invoices within 30 days of receipt of an undisputed invoice.
- h) There is an expectation that cost estimates provided by the Supplier will be as accurate as possible and cost estimates provided by the Supplier will be treated as a Capped Price. If the Supplier becomes aware during the course of delivering the Commission that significant additional costs will be required (e.g., increasing the number of personnel working on the Commission, junior personnel being replaced by senior personnel or a substantial increase in the hours/days required to deliver the Commission) which may exceed this Capped Price they will notify the Buyer

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immediately by resubmitting the Commissioning Template and seek re-approval for the increase in cost before it is incurred. The Supplier will be liable for any costs that exceed the Capped Price that have not been pre-agreed with the Buyer.

2.2 In instances of extreme urgency, there may be occasions where the Buyer waives the requirement for cost estimates to be provided in advance of work commencing for Urgent Commissions. The right to waive this requirement will be entirely at the Buyer's discretion and will be specified to the Supplier as part of the Commission. Actual costs after work has been completed will need to be provided in all instances.

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

2.4 The Buyer will notify the Supplier SPOC of any concerns on quality or completeness of advice. Disputes between the Buyer and the Supplier will be handled on a case by case basis, but examples include:

- if the quality of advice received is below the Buyer's expectation e.g. missing information/unclearly presented then the Buyer will liaise with the Supplier in order to rectify (time permitting)
- if final costs, and explanation of variance, are disputed the Buyer will liaise with the Supplier to agree final costs for payment.

2.5 Cost and quality of responses to Commissions will be monitored as part of the contract performance management process in line with Call Off Schedule 14 (Service Levels) of the Contract.

3. Required expertise

3.1 The Supplier should be able to provide advice from Partners or senior lawyers who hold a practising certificate in England and Wales or an equivalent practising certificate from another jurisdiction that entitles them to practice in England and Wales. In relation to India, the Supplier should also be able to provide advice from Partners or senior lawyers who have been admitted as a lawyer and hold a practising certificate in that jurisdiction.

3.2 The Supplier will be required to provide expertise in the following areas:

- i. The constitutional law of the UK and India
- ii. Central government / regional government responsibilities of the UK and India
- iii. Other relevant, existing international obligations (e.g. FTAs) of India
- iv. The regulatory frameworks of the UK and India
- v. International trade law
- vi. Drafting FTA treaty text
- vii. Reviewing proposed FTA treaty text from India
- viii. Scrubbing FTA treaty text
- ix. Negotiation of FTAs. It is considered advantageous for the Supplier to have expertise in FTAs of India, for example comprehensive FTAs such as the Comprehensive Economic Partnership Agreement between India and Japan.
- x. How provisions of FTAs are implemented in India
- xi. Regulatory Market Access barriers in place for sectors in India.

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3.3 The Buyer's preference is that at least one senior lawyer should be based in India, but will consider alternative arrangements where it is satisfied that those arrangements will meet its requirements.

4. Length and value of contract

4.1 The Supplier will be expected to have the capacity and availability to provide legal services as soon as the Contract is entered into, although it should be noted that work may not be immediately commissioned depending on the timescales of any negotiations. The Buyer will provide the Supplier with advance warning of the dates of negotiation rounds once confirmed.

4.2 The Contract will be awarded for an initial term of 36 months, for a maximum contract value of £4 million over this period, with the option of a further extension of up to 12 months. The 12-month extension period will have a contract value of £1 million plus any unspent portion of the initial £4 million contract value. There is also the option for the Contract to be terminated earlier in accordance with its terms should the service no longer be required.

4.3 Commissions will be charged at the Supplier's appropriate rates. The rates applied will be as per section 2 of Call-Off Schedule 5 Pricing Details. The Supplier will be required to provide estimated costs for each Commission as per the commissioning process outlined in Section 2 above.

5. Security and conflicts of interest

5.1 The Buyer requires the Supplier and / or any Subcontractors to take security very seriously to ensure the protection of the Buyer's assets throughout the duration of the Contract, to safeguard Buyer assets from any unauthorised access, loss or disclosure of all sensitive information handled. The Supplier must ensure they safeguard UK sensitive information and advice. In particular, addressing security with any Subcontractors working on this project including secure transfers, teleconferences, file storage and more.

5.2 The Buyer may require the Supplier to carry out tasks involving information classified by the Government as 'Sensitive'. The Supplier must implement measures as agreed with the Buyer in order to ensure that information is safeguarded in accordance with the applicable HMG Standards and the Buyer's policy and procedures.

5.3 Access to OFFICIAL information with the OFFICIAL-SENSITIVE or above must be confined to individuals on a "need-to-know" basis and whose access is essential for the purpose of their duties in performance of the Contract only. For further information on security classification of information, see the relevant pages on GOV.UK <https://www.gov.uk/government/publications/government-security-classifications>

5.4 The Supplier must notify the Buyer of any actual and potential Conflicts of Interest (Col), in accordance with the terms of the Contract. For the avoidance of doubt, it shall be a Conflict of Interest for a Supplier or a Sub-contractor 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.

5.5 Where the Conflict of Interest or Potential Conflict of Interest relates to a Subcontractor, the Supplier shall notify the Buyer of the Conflict of Interest and the steps that are being taken to manage such COI in accordance with the terms of the Contract. The Buyer may

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ask the Supplier to ensure the Subcontractor puts in place such steps as the Buyer considers reasonable to ensure that such COI is being appropriately managed. If the Buyer is not satisfied that the COI is being appropriately managed the Buyer may request the termination of the Sub-contract in question in accordance with clause 10.7 of the RM6183 Core terms or exercise any other right it may have under the Contract.

5.6 For the avoidance of doubt, discussion of this Contract, and the Services provided under it with officials of any other government or international organisation would be a material Default of Clause 15 (confidentiality) of the Contract, and the Buyer may terminate the Contract in accordance with clause 10.4.1 of the Core Terms.

5.7 The Buyer may consider the inclusion of a conflict waiver where the Supplier can show that the terms of such waiver are necessary for the Supplier to meet its regulatory requirements. The Buyer reserves the right to reject the terms of any conflict waiver that it believes are unreasonable and/or may expose the Buyer to additional risk. The acceptance or otherwise of a waiver by the Buyer for this Contract should not be taken as precedent for any other call-off contract that may be entered into under this framework and the Buyer reserved the right to take a different approach on any future contract it may enter into where it considers it is reasonable to do so.

6. Additional and Social Value

6.1 Tenderers are required to provide the following free of charge:

- a) Legal training to the Buyer's lawyers and policy officials
- b) Bespoke or tailored updates on relevant legal cases and impending legislative changes from India
- c) Provision of 'know-how' resource bank and access to relevant libraries of information

6.2 The Supplier should ensure that services are provided with reference to our social value priorities for this procurement:

- a) Inclusive and diverse teams providing and managing the provision of legal services under this agreement, with the aim of improved gender balance.
- b) Appropriate consideration of the mental health and well-being of those providing and managing the provision of legal services under the Contract with the aim of improved staff mental health and well-being.

7. Indicative timescales

7.1 The Buyer expects external legal advice to be available as soon as the Contract is entered into. The Supplier will be required to be available to answer Urgent and Non-Urgent Commissions from the Call-Off Start Date. Although the exact Commissions cannot be confirmed in advance, the examples within section 1 above provide detail on the expected style of Commissions and support needed.

7.2 The Buyer expects Commissions to be commissioned through a SPOC, by email, with a chance to clarify questions and discuss what is feasible in the time available by phone or email. The SPOC will be responsible for managing Commissions and dispersing information to the relevant lawyers with expertise.

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Annex 1 – Commissioning template and flow chart of commissioning and acceptance process

Commissioning template

Part 1: Commissioning		
Type of commission: URGENT/NON-URGENT		
Brief	<i>Outline of the brief being commissioned, referring to additional appendices if required</i>	
Commission submitted	HH:MM DD/MM/YYYY	
Advice needed by	HH:MM DD/MM/YYYY	
Notice period for cancellation	[To be defined for each Commission]	
Estimated personnel costs (add additional rows where necessary)		
Name and role of personnel e.g. Joe Bloggs, Partner	Estimated time required (days/hours) and rate to be applied (hourly/daily/)	Estimated cost
		£XX.XX
		£XX.XX
		£XX.XX
Total estimated cost		£XX.XX
Supplier comments on the Commission	<i>Any comments on the Commission or explanation regarding the choice of personnel to deliver the brief.</i>	
Commission accepted by authorised Supplier approver		<i>Sign, date and time</i>
Estimated costs accepted by authorised Customer approver		<i>Sign, date and time</i>
Part 2: On Commission completion		
Advice submitted	HH:MM DD/MM/YYYY	
Actual personnel costs (add additional rows where necessary)		
Name and role of personnel e.g. Joe Bloggs, Partner	Actual time spent on brief (days/hours) and rate applied (hour/day)	Actual cost
		£XX.XX
		£XX.XX
		£XX.XX
Total actual cost		£XX.XX
Explanation of variance from estimated cost	<i>Brief overview of any variance from estimated cost e.g. additional staff being required, hourly rate being applied rather than daily rate as work was completed in less time etc.</i>	
Part 3: Confirmation of acceptance		
Advice received on time	Yes/No	
Advice of required quality	Yes/No <i>[include comments where appropriate]</i>	
DIT acceptance of Commission	<i>Sign, date and time</i>	

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Commissioning and acceptance process



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Core Terms

1. Definitions used in the contract

- 1.1 Interpret this Contract using Joint Schedule 1 (Definitions).

2. How the contract works

- 2.1 The Supplier is eligible for the award of Call-Off Contracts during the Framework Contract Period.
- 2.2 CCS doesn't guarantee the Supplier any exclusivity, quantity or value of work under the Framework Contract.
- 2.3 CCS has paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.
- 2.4 If the Buyer decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using Framework Schedule 6 (Order Form Template and Call-Off Schedules). If allowed by the Regulations, the Buyer can:
- make changes to Framework Schedule 6 (Order Form Template and Call-Off Schedules)
 - create new Call-Off Schedules
 - exclude optional template Call-Off Schedules
 - use Special Terms in the Order Form to add or change terms
- 2.5 Each Call-Off Contract:
- is a separate Contract from the Framework Contract
 - is between a Supplier and a Buyer
 - includes Core Terms, Schedules and any other changes or items in the completed Order Form
 - survives the termination of the Framework Contract
- 2.6 Where the Supplier is approached by an eligible buyer requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this Framework Contract before accepting their order. The Supplier will promptly notify CCS if the eligible buyer won't use this Framework Contract.
- 2.7 The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.

2.8 The Supplier won't be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:

- verify the accuracy of the Due Diligence Information
- properly perform its own adequate checks

2.9 CCS and the Buyer won't be liable for errors, omissions or misrepresentation of any information.

2.10 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

3. What needs to be delivered

3.1 All deliverables

3.1.1 The Supplier must provide Deliverables:

- 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

3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

3.2 Goods clauses

3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.

3.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.

3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.

3.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3

Working Days of Delivery.

- 3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- 3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- 3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- 3.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with Clause 3. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.

3.3 Services clauses

- 3.3.1 Late Delivery of the Services will be a Default of a Call-Off Contract.
- 3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.
- 3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.
- 3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to each Contract.

3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.

3.3.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.

3.3.7 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

4 Pricing and payments

4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.

4.2 CCS must invoice the Supplier for the Management Charge and the Supplier must pay it using the process in Framework Schedule 5 (Management Charges and Information).

4.3 All Charges and the Management Charge:

- exclude VAT, which is payable on provision of a valid VAT invoice
- include all costs connected with the Supply of Deliverables

4.4 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.

4.5 A Supplier invoice is only valid if it:

- includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer
- includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any)
- doesn't include any Management Charge (the Supplier must not charge the Buyer in any way for the Management Charge)

4.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.

4.7 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, CCS or the Buyer can publish the details of the late payment or non-payment.

4.8 If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables and that cost is reimbursable by the Buyer, then CCS or the Buyer may either:

- require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items
- enter into a direct agreement with the Subcontractor or third party for the relevant item

4.9 If CCS or the Buyer uses Clause 4.8 then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.

4.10 CCS and the Buyer's right to enter into a direct agreement for the supply of the relevant items is subject to both:

- the relevant item being made available to the Supplier if required to provide the Deliverables
- any reduction in the Framework Prices (and where applicable, the Charges) excludes any unavoidable costs that must be paid by the Supplier for the substituted item, including any licence fees or early termination charges

4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless they're ordered to do so by a court.

5. The buyer's obligations to the supplier

5.1 If Supplier Non-Performance arises from an Authority Cause:

- neither CCS or the Buyer can terminate a Contract under Clause 10.4.1
- the Supplier is entitled to reasonable and proven additional expenses and to relief from Delay Payments, liability and Deduction under this Contract
- the Supplier is entitled to additional time needed to make the Delivery
- the Supplier cannot suspend the ongoing supply of Deliverables

5.2 Clause 5.1 only applies if the Supplier:

- gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware
- demonstrates that the Supplier Non-Performance only happened because of the Authority Cause
- mitigated the impact of the Authority Cause

6. Record keeping and reporting

6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form.

6.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for 7 years after the End Date.

6.3 The Supplier must allow any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit.

6.4 The Supplier must provide information to the Auditor and reasonable co-operation at their request.

6.5 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:

- tell the Relevant Authority and give reasons
- propose corrective action
- provide a deadline for completing the corrective action

6.6 The Supplier must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:

- the methodology of the review
- the sampling techniques applied
- details of any issues
- any remedial action taken

6.7 The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is qualified in either a relevant audit or financial discipline.

7. Supplier staff

7.1 The Supplier Staff involved in the performance of each Contract must:

- be appropriately trained and qualified
- be vetted using Good Industry Practice and the Security Policy
- comply with all conduct requirements when on the Buyer's Premises

7.2 Where a Buyer decides one of the Supplier's Staff isn't suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.

7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.

7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.

7.5 The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

8. Rights and protection

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 a legally valid and existing organisation incorporated 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

8.2 The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.

8.3 The Supplier indemnifies both CCS and every Buyer against each of the following:

- wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract
- non-payment by the Supplier of any tax or National Insurance

8.4 All claims indemnified under this Contract must use Clause 26.

8.5 CCS or a Buyer can terminate the Contract for breach of any warranty or indemnity where they are entitled to do so.

8.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.

8.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

9. Intellectual Property Rights (IPRs)

9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change

and sub-license the Supplier's Existing IPR to enable it to both:

- receive and use the Deliverables
- make use of the deliverables provided by a Replacement Supplier

9.2 Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.

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, damages, costs or expenses (including professional fees and fines) incurred as a result.

9.6 If an IPR Claim is made 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 functionality or performance of the Deliverables

10. Ending the contract

10.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.

10.2 The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.

10.3 Ending the contract without a reason

10.3.1 CCS has the right to terminate the Framework Contract at any time without reason or liability by giving the Supplier at least 30 days' notice and if it's terminated Clause 10.5.2 to 10.5.7 applies.

10.3.2 Each Buyer has the right to terminate their Call-Off Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice and if it's terminated Clause 10.5.2 to 10.5.7 applies.

10.4 When CCS or the buyer can end a contract

10.4.1 If any of the following events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

- there's a Supplier Insolvency Event
- there's a Contract Default that is not corrected in line with an accepted Rectification Plan
- the Relevant Authority rejects a Rectification Plan or the Supplier does not provide it within 10 days of the request
- there's any material Default of the Contract
- there's any material Default of any Joint Controller Agreement relating to any Contract;
- there's a Default of Clauses 2.10, 9, 14, 15, 27, 32 or Framework Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract
- there's a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management)
- there's a Change of Control of the Supplier which isn't pre-approved by the Relevant Authority in writing
- there's a Variation to a Contract which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes)
- if the Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded
- the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (TFEU) to declare that the Contract should not have been awarded to the Supplier because of a serious breach of the TFEU or the Regulations
- the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them

10.4.2 CCS may terminate the Framework Contract if a Buyer terminates a Call-Off Contract for any of the reasons listed in Clause 10.4.1.

10.4.3 If there is a Default, the Relevant Authority can, without limiting its other rights, request that the Supplier provide a Rectification Plan.

10.4.4 When the Relevant Authority receives a requested Rectification Plan it can either:

- reject the Rectification Plan or revised Rectification Plan, giving reasons
- accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties

10.4.5 Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:

- must give reasonable grounds for its decision
- may request that the Supplier provides a revised Rectification Plan within 5 Working Days

10.4.6 If any of the events in 73 (1) (a) to (c) of the Regulations happen, the Relevant Authority has the right to immediately terminate the Contract and Clause 10.5.2 to 10.5.7 applies.

10.5 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 of procuring Replacement Deliverables for the rest of the Contract Period.

10.5.2 The Buyer's payment obligations under the terminated Contract stop immediately.

10.5.3 Accumulated rights of the Parties are not affected.

10.5.4 The Supplier must promptly delete or return the Government Data except where required to retain copies by law.

10.5.5 The Supplier must promptly return any of CCS or the Buyer's property provided under the terminated Contract.

10.5.6 The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).

10.5.7 The following Clauses survive the termination of each Contract: 3.2.10, 6, 7.2, 9, 11, 14, 15, 16, 17, 18, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

10.6 When the supplier can end the contract

10.6.1 The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate a Call-Off Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the annual Contract Value within 30 days of the date of the Reminder Notice.

10.6.2 If a Supplier terminates a Call-Off Contract under Clause 10.6.1:

- the Buyer must promptly pay all outstanding Charges incurred to the Supplier
- the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated
- Clauses 10.5.4 to 10.5.7 apply

10.7 When subcontracts can be ended

At the Buyer's request, the Supplier must terminate any Subcontracts in any of the following events:

- there is a Change of Control of a Subcontractor which isn't pre-approved by the Relevant Authority in writing
- the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4
- a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority

10.8 Partially ending and suspending the contract

10.8.1 Where CCS has the right to terminate the Framework Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Call-Off Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Call-Off Contracts that have already been signed.

10.8.2 Where CCS has the right to terminate a Framework Contract it is entitled to terminate all or part of it.

10.8.3 Where the Buyer has the right to terminate a Call-Off Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends a Contract it can provide the Deliverables itself or buy them from a third party.

10.8.4 The Relevant Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.

10.8.5 The Parties must agree any necessary Variation required by Clause 10.8 using the Variation Procedure, but the Supplier may not either:

- reject the Variation
- increase the Charges, except where the right to partial termination is under Clause 10.3

10.8.6 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.8.

11. How much you can be held responsible for

11.1 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 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 Losses
- Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect)

11.4 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
- to the extent it arises as a result of a Default by the Supplier, any fine or penalty incurred by the Relevant Authority pursuant to Law and any costs incurred by the Relevant Authority in defending any proceedings which result in such fine or penalty; or
- its obligation to pay the required Management Charge or Default Management Charge

11.5 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3, 9.5 or Call-Off Schedule 2 (Staff Transfer) of a Contract.

11.6 In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed the Data Protection Liability Cap.

11.7 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.

11.8 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 or Clause 11.6

11.9 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.

12. Obeying the law

12.1 The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).

12.2 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

13. Insurance

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Order Form.

14. Data protection

- 14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).
- 14.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 14.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.
- 14.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.
- 14.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.
- 14.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:
- tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier
 - restore the Government Data itself or using a third party
- 14.7 The Supplier must pay each Party's reasonable costs of complying with Clause 14.6 unless CCS or the Buyer is at fault.
- 14.8 The Supplier:
- must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request
 - must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading

- must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice
- securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it
- indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

15. What you must keep confidential

15.1 Each Party must:

- keep all Confidential Information it receives confidential and secure
- not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, except for the purposes anticipated under the Contract
- immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information

15.2 In spite of Clause 15.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

- where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure
- if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party
- if the information was given to it by a third party without obligation of confidentiality
- if the information was in the public domain at the time of the disclosure
- if the information was independently developed without access to the Disclosing Party's Confidential Information
- to its auditors or for the purposes of regulatory requirements
- on a confidential basis, to its professional advisers on a need-to-know basis
- to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010

15.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.

15.4 CCS or the Buyer may disclose Confidential Information in any of the following cases: