**Framework Schedule 1 (Specification)**

This Schedule sets out what we and our Buyers want.

The supplier must only provide the Deliverables for the Lot that they have been appointed to.

For all Lots and/ or Deliverables, the Supplier must help Buyers comply with any specific applicable Standards of the Buyer.

The Deliverables and any Standards set out in Paragraph 1 below may be refined (to the extent permitted and set out in the Order Form) by a Buyer during a Further Competition Procedure to reflect its Deliverables Requirements for entering a particular call-off Contract.

**Our social value priorities**

These are our priorities in this procurement:

* Equal Opportunity
	+ Reduce the disability employment gap
	+ Tackle workforce inequality
* Wellbeing
	+ Improve health and wellbeing
	+ Improve community integration
* Covid-19 Recovery
* Tackling Economic Inequality
	+ Create new businesses, new jobs and new skills
	+ Increase supply chain resilience and capacity
* Fighting Climate Change

The buyer can identify specific social value priorities at call-off. Please refer to Annex 1 - Supplier’s Guide to delivering Social Value through RM6284 Costs Lawyer Services 2.

## **Introduction**

## **Buyers Needs Statement**

RM6284 Costs Lawyer Services 2 is a single framework agreement designed to supply Services to the UK Public Sector. The framework has been designed to replace the existing RM6137 Costs Lawyer Services Agreement and is complementary to the general legal service agreements available to Central Government and Wider Public Sector customers.

The policy drivers supporting the development and procurement of this framework are to:

* Provide Buyers with a route to market that is compliant with UK law;
* Offer a simplified agreement for both Buyers and Suppliers;
* Allow Buyers to access Social Value benefits provided by the Suppliers;
* Achieve Value for Money (VFM).

The framework agreement will last three (3) years from August 2023 with an option to extend for a further one (1) year period..

## **Scope of the Requirement**

* 1. This agreement will cover routine and complex costs litigation work for the receiving party and/or paying party in England & Wales.
	2. The scope of the framework includes, but is not limited to, the following:
		1. consultancy and negotiation
		2. estimates and statement of costs
		3. advocacy and/ or attending hearings
		4. instructing counsel
		5. costs law advice.
	3. All Lots include complex cases, those involving Litigants in Person, and matters including within:
		1. The Senior Court Costs Office (covering costs assessments for all of the London County Courts, the various Lists and Divisions of the High Court and the Court of Appeal. Also includes matters transferred from the regional County Courts and the various Tribunals in England and Wales;
		2. The Supreme Court of the United Kingdom;
		3. The European Court of Justice (CEJU) on the direction of a home Court or Tribunal;
		4. The various First-tier and Upper Tribunals) in cases which have a costs regime.
		5. Regional County Courts;
		6. Magistrates Court and Crown Courts;

A full list can be found by reading [About H M Courts and Tribunal Services](https://www.gov.uk/government/organisations/hm-courts-and-tribunals-service/about)

* 1. All Lots include matters which may be dealt with in, and require attendance at;
		1. Alternative Dispute Resolution (ADR); or a
		2. Joint Settlement Meetings (JSM).
	2. For all Lots the Supplier shall:
		1. Conduct all stages of legal costing, including correspondence and negotiation with other parties involved and the resolution of any disputes, on behalf of the Buyer in relation to any case.
		2. Provide costs estimates, budgets and statements of costs at any stage of the proceedings (whether in the substantive proceedings or in the costs litigation) by the date and in the format agreed with the Buyer.
		3. Provide the Buyer, within 28 days of the case referral or as directed within the call-off contract, an estimate of the likely cost of the Services in respect of the case in the format requested by the Buyer.
		4. Be responsible for conducting advocacy, in respect of hearings relating to costs, on behalf of the Buyer, which may include but shall not be limited to: applications, directions, detailed assessments and appeals, unless it is appropriate to instruct Costs Counsel or local agents.
		5. Instruct Counsel when requested by a Buyer, in accordance with the Lexcel (or other) policy of the Buyer or in accordance with the Supplier’s more general client care policies.
		6. Confirm and agree with the Buyer the Counsel to be instructed, which may include those appointed to the Attorney General’s Panel. If a Buyer considers it necessary to instruct Counsel off the framework agreement, any application for nomination shall be made by the Supplier with the Buyer’s input.
		7. Consider and give advice on cases, including advice as to an appropriate settlement figure and/ or payment on account, at any stage of the substantive litigation or costs proceedings if requested by the Buyer.
		8. Keep the Buyer updated as to the progress of matters as directed by the Buyer within the call-off contract and at a minimum of once per month.
		9. Comply with the Costs Lawyers Handbook.
		10. Provide all Services in accordance with the Civil Procedure Rules (CPR) or applicable Court or Tribunal Rules, as specified by the Buyer within the call-off contract.
		11. Liaise directly with the Buyer’s in-house Costs Lawyer or Costs Draftsmen team and/ or case officer, where requested by the Buyer within the call-off contract.
		12. The Supplier shall support the delivery of the strategic objectives; “to reduce the rate of growth in claim costs” and “to reduce unnecessary costs attached to claims”.
		13. Suppliers shall engage with appropriate alternative dispute resolution options to resolve costs out of formal processes, where appropriate;
	3. The framework will consist of three (3) Lots:

| **Lot Number**  | **Lot Name** |
| --- | --- |
| Lot 1 | General Costs Law Services |
| Lot 2 | Clinical Negligence Specialist Services |
| Lot 3 | Security Clearance Specialist Services |

* 1. Lot 1 General Costs Law Services offers comprehensive legal advice across all aspects of costs law. This will cover all work relating to budgets, costs statements, costs managements, costs validation, assessment, dispute resolution and hearings.
	2. Lot 2 Clinical Negligence Specialist Services offers all specialisms covered under Lot 1 but solely in relation to clinical negligence.
	3. Lot 3 Security Clearance Specialist Services offers all specialisations covered under Lot 1 but includes additional obligations pertaining to security and data both at hosted and Buyer’s own locations.
	4. **Jurisdictional Coverage - All Lots**

The Supplier shall provide Services to Buyers in the jurisdictional area of England and Wales.

## **Lot 1 (General Costs Law Services) Requirements**

* 1. Lot 1 is for General Costs Law Services and covers costs Services for both budgeted and non-budgeted work, for the receiving and paying party as required by the Buyer at call-off. To note that this Lot specifically excludes clinical work which is covered under Lot 2.
	2. The Supplier shall:
		1. Consider and advise upon the Opponent's Budgets.
		2. Prepare, file, exchange and negotiate Budgets.
		3. Attend upon a Costs Management Hearing/ Case Costs Management Conference if required.
		4. Prepare Schedules of Costs and Bills of Costs/ E-Bills, and Replies to Points of Dispute.
		5. Prepare Points of Dispute.
		6. Apply for detailed or Provisional Assessment.
		7. Advise upon the outcome of a Provisional Assessment, and, if appropriate, attend upon the oral hearing.
		8. Validate costs claims upon summary, provisional and detailed assessment (including a provision for Qualified One Way Cost Shifting).
		9. Attend upon Detailed Assessment hearings, dealing with any other steps to commence or proceed re Costs proceedings.
		10. Undertake defendant work for the paying party
		11. Undertake general costs cases

## **Lot 2 Clinical Negligence Specialist Services Requirements**

* 1. Lot 2 covers legal costing in relation to clinical negligence work.
	2. The Supplier shall:
		1. Consider and advise upon the Opponent's Budgets.
		2. Prepare, file, exchange and negotiate Budgets.
		3. Attend upon a Costs Management Hearing/ Case Costs Management Conference if required.
		4. Prepare Schedules of Costs and Bills/ E-Bills, and Replies to Points of Dispute.
		5. Prepare Points of Dispute.
		6. Advise upon the outcome of a Provisional Assessment, and, if appropriate, attend upon the oral hearing.
		7. Attend upon Detailed Assessment hearings.
		8. Validate costs claims upon summary, provisional and detailed assessment (including a provision for Qualified One Way Cost Shifting).
		9. Negotiation of costs pre-litigation and generally throughout the management of costs
		10. Have due sensitivity to the repercussions of precedents in this area, and potential reputational or publicity based issues.
		11. Have experience of defendant work for the paying party.
		12. Have experience of clinical negligence cases for both primary and secondary providers.

## **Lot 3 Requirements**

* 1. Lot 3 will focus on proceedings involving sensitive information, where security clearance is required.
	2. Suppliers shall have personnel with Security Clearance (SC) available to fulfil the requirements of this Lot. Some Buyers may request a higher level of clearance at call-off. The Supplier shall be responsible for meeting the costs associated with security clearances for Supplier Staff and subcontractors.Further guidance can be found by reading the [National Security Vetting: clearance levels](https://www.gov.uk/government/publications/united-kingdom-security-vetting-clearance-levels/national-security-vetting-clearance-levels)
	3. These personnel shall be available to work on-site or seconded to public sector organisations under this Lot.
	4. The Supplier shall:
		1. Consider and advise upon the Opponent's Budgets.
		2. Prepare, file, exchange and negotiate Budgets.
		3. Attend upon a Costs Management Hearing/ Case Costs Management Conference if required.
		4. Prepare Schedules of Costs and Bills of Costs/ E-Bills, and Replies to Points of Dispute.
		5. Prepare Points of Dispute
		6. Advise upon the outcome of a Provisional Assessment, and, if appropriate, attend upon the oral hearing.
		7. Attend upon Detailed Assessment hearings.
		8. Attend and undertake work solely at the Buyer’s premises if required.
	5. In addition to the information handling and security requirements in Paragraph [6.7.3], the Supplier shall ensure that all Supplier Personnel:
		1. Comply with the security requirements of the Buyer on site, including but not limited to:
			1. The wearing of identification or a visitors pass;
			2. Compliance with any rules regarding being escorted on the premises;
			3. Compliance with clear desk policies;
			4. Compliance with all rules regarding electronic communication;
		2. Mark new documents and communications with the correct status and handling instructions (e.g. Official Sensitive, Not for Onward Distribution), guidance can be read on the [Government Security ClassificationsMay 2018.](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/715778/May-2018_Government-Security-Classifications-2.pdf)
		3. Do not remove documentation or other materials from on-site unless clearly instructed by the Buyer.
	6. The Buyer may require additional security measures at call-off.

## **Mandatory Service Requirements**

* 1. **Supplier Staff**
		1. The Supplier shall ensure that where applicable all relevant Supplier Staff:
			1. hold a practising certificate within England & Wales, or are otherwise registered in compliance with all Regulatory Compliance requirements by the appropriate body (i.e. Costs Lawyers Standards Board, Solicitors Regulation Authority, Chartered Institute of Legal Executives).
			2. comply with all applicable Regulatory Compliance requirements.
		2. Law costs draftsmen are not regulated but for the purposes of this framework agreement will be considered qualified by the virtue of a minimum of two (2) years experience. The Buyer may accept a lower level of experience or require a higher level of experience from law costs draftsmen at call-off level if they so choose.
		3. The Supplier shall ensure that all Supplier Staff involved in the delivery of Ordered Services under call-off Contracts act in a responsible and professional manner and possess the qualifications, experience and competence appropriate to the tasks for which they are employed or otherwise engaged, including in relation to any legal specialism or areas of legal practice relevant to performing a call-off Contract.
		4. The Supplier shall ensure that all Supplier Staff provide the Ordered Services with due skill, care and diligence, as expected of a skilled professional engaged in performing Services akin to the Ordered Services.
		5. The Supplier shall, under Lot 1, Lot 2, and Lot 3, make available to the Buyer the following grades of Supplier Staff:

| **Staff Grade Bands** | **Years Relevant Costs Law Experience** |
| --- | --- |
| *Solicitor/Costs Lawyer/Chartered Legal Executive/Law Costs Draftsman (> 8 years costs litigation experience)* | >8 years |
| *Solicitor/Costs Lawyer/Chartered Legal Executive/Law Costs Draftsman (> 4 years costs litigation experience)* | >4 years |
| *Solicitor/Costs Lawyer/Chartered Legal Executive/Law Costs Draftsman (< 4 years costs litigation experience)* | <4 years  |
| Paralegal/Trainee Solicitor | N/a |

* + 1. The Supplier shall ensure that all paralegals and trainee costs lawyers/ solicitors are working under the supervision of a qualified and regulated legal professional.
		2. The Supplier shall ensure that all Supplier Staff respond flexibly and within agreed timescales set by the Buyer(s) in response to requests, including changes to planned work.
		3. Where any part of the Deliverables is provided by Supplier Staff not falling within the above Grade Bands, but the Supplier seeks to invoice the Buyer for this work at one of the above Grade Bands, the Supplier shall first obtain the Buyer’s approval.
	1. **Initial Consultation**
		1. The Supplier shall provide the Buyer(s) with an initial consultation and legal advice of up to two (2) hours at the beginning of each call-off Contract to discuss developing/ new legal matters, at no cost to the Buyer.
	2. **Knowledge Sharing**
		1. The Supplier shall make available to Buyers regularly and periodically throughout the Contract Period, free of charge, via email, printed publication or other form of presentation (as appropriate), know-how appropriate to the Buyer and/ or the Services provided by the Supplier to each Buyer. This shall include (without limitation):
			1. e-briefings, email alerts, hubs and webinars;
			2. white papers, thought leadership, publications, subscriptions, insights and articles;
			3. invitations and access to breakfast briefings, seminars, conferences and events;
			4. general use of and access to the Supplier’s physical and electronic reference libraries in the possession, custody or control of the Supplier, given appropriate security access (and in the case of electronic reference libraries, subject to any licensing restrictions); and
			5. invitations to masterclasses and industry events, when available.
		2. In addition to the training detailed as a value-add at 6.7.1, the Supplier shall provide training to Buyers upon request. Such training shall be:
			1. tailored to the Buyer’s specific requirements, or generic training in the required area, at the Buyer’s request;
			2. provided at the Supplier’s office, the Buyer’s office, any other government offices or other facility, or via elearning or other remote delivery system, at the Buyer’s request; and
			3. charged at no more than the Supplier’s hourly rates.
		3. Once a call-off Contract has been performed, or as the Services to be performed under it near completion (including where the Supplier is no longer able to act for whatever reason), as appropriate to the Buyer under the circumstances, the Supplier shall:
			1. conduct a knowledge transfer exercise where requested to do so by the Buyer. This exercise shall:
				1. document, collate and transfer to the Buyer any significant know-how, learning and/ or practices generated, developed and/ or used by the Supplier during the relevant call-off Contract;
				2. compile and transfer to the Buyer a document bible(s) (including electronic versions of the same if the Buyer so requires) comprising the contractual and/ or other documents and/ or advice generated, developed and/ or used by the Supplier during the relevant call-off Contract; and
			2. participate in a ‘lessons learnt’ review meeting with the Buyer, which shall include details of what actions were taken (including the use of any technologies), in order to maximise efficiencies and support continuous improvement.
		4. Any activity conducted in accordance with Paragraph 6.3.3. above shall:
			1. be completed within one (1) month of the later of completion of the relevant Services, the request to conduct the exercise made by the Buyer or the expiry of the relevant call-off Contract; and
			2. be performed at no additional cost or charge to the Buyer.
	3. **Service Delivery**
		1. The Supplier shall have in place and shall maintain throughout the Contract Period robust quality assurance and governance processes, and shall act in accordance with the Law and Regulatory Compliance.
		2. The Supplier shall ensure that:
			1. all Services are of satisfactory quality, comply with their description, and are fit for purpose;
			2. where the provision of the Services involve the drafting, review or production or modification of documentation, such documentation is technically functional; and
			3. all Services are provided to a standard no less than would be expected of a skilled and competent provider of Services broadly equivalent to the Services.
		3. The Supplier shall,:
			1. comply with all reasonable instructions given to the Supplier and the Supplier Staff by the Buyer’s Authorised Representative in relation to the Deliverables from time to time, including reasonable instructions to reschedule or alter the Deliverables to be agreed at call-off contract;
			2. comply with those generally applicable and relevant policies of the Buyer which have been notified to the Supplier whether at the date of the Order or otherwise;
			3. comply with any relevant specific policies of the Buyer(s) as are notified to the Supplier whether at the date of the Order or otherwise.

* + - 1. ensure that it is (and all relevant Supplier Staff are) properly and appropriately appraised on current law and forthcoming changes to the law.
		1. The Supplier shall maintain an awareness of government policies (including the Sourcing Playbook, the Construction Playbook and Procurement Policy Notes for Central Government Buyers and their Arm’s Length Bodies).
	1. **Service Quality**
		1. In providing the Services, the Parties must work together to apply the principles to each Order procured and commenced under this Framework Contract, to include but not limited to the following:
			1. Early supplier involvement - to improve understanding and deliverability of the Buyer’s requirements, the Buyer will, wherever practical, endeavour to use early market engagement on the provision of Services;
			2. Knowledge transfer - promoting and facilitating the transfer of skills and knowledge between the Parties, and the sharing of information and the development of broader best practice initiatives within any relevant industry;
			3. Innovation - to encourage the development and sharing of innovative solutions, processes and approaches that improve performance and Value for Money (VfM), including technological innovations;
			4. Collaboration - to ensure that behaviours and cultures enable optimal ‘one team’ working relationships, seamless integration and cooperation between Buyer teams, the Suppliers appointed to the Framework Contract and Subcontractors (where applicable) in preparing, planning and delivering the Orders; and
			5. Continuous improvement - to improve Services through the life of the Framework Contract, through the sharing and implementation of best practice within the industry and lessons learnt.
	2. **Management of External Legal Resources**
		1. The Supplier must, when operating as part of a Group of Economic Operators and/ or using Subcontractors, ensure that they manage the external resource to ensure:
			1. appropriately skilled and expert legal resource is mobilised within the timeline stipulated by the Buyer;
			2. collaborative working and cohesiveness;
			3. knowledge transfer throughout delivery of the Services is seamless to ensure timely delivery of the Services and to minimise costs;
			4. legal advice provided is accurate, consistent and practical; and
			5. the resource cost is reasonable and proportionate to the complexity of advice and levels of expertise required.
		2. In the following limited circumstances, the Supplier may with Buyer Approval charge above maximum Framework Prices set out in Framework Schedule 3, where the Supplier:
			1. or Subcontractor is providing Deliverables advising on a non-UK jurisdiction; and
			2. demonstrates through the provision of the supporting evidence including Open Book Data that the proposed price increase is an accurate reflection of the cost of non-UK jurisdiction Deliverables and that no mark-up or additional margin has been added; and
			3. when reliant on a Subcontractor, must ensure that it complies with the provisions in 6.6.1. of this Specification, and agrees rates where possible to ensure VfM for the Buyer.
	3. **Further Mandatory Requirements (Applicable to All Lots)**
		1. **Value Added Services Requirements**

The Supplier shall provide as a minimum, except where stated otherwise, the following additional Services (the “Value Added Services”) to Other Buyers at no additional charge:

* + - 1. **Training (All Lots)** - Each Supplier securing a place on this agreement must make available to Buyers a minimum of three (3) training sessions per Contract Year for a maximum of three (3) hours duration, unless otherwise agreed by the Buyer.
			2. At the Buyer’s discretion, training provided in accordance with paragraph 6.7.1;
				1. may be bespoke or selected by the Buyer from the Supplier’s current portfolio of training provision,
				2. must be delivered exclusively to the audience agreed by the Buyer, and
				3. may be provided through various channels included but not limited to: face to face, video conferencing, elearning, webinars and toolkits.
				4. At the Buyer’s discretion, any training delivered online or in person must be recorded and the recording made available for unrestricted circulation
				5. All training provided in accordance with paragraph 6.7.1 shall be provided free of charge. The Supplier shall not be entitled to levy nor recover any related or associated costs including preparation, attendance, travel expense or travel time, materials or recordings.
				6. The minimum requirement of free training detailed does not prevent other training being offered or arranged including in accordance with paragraph 6.3.2 and knowledge sharing under paragraph 6.3.
		1. **Electronic Communications and Format of Documents**
			1. The Supplier shall agree the format of documentation as part of the Costs Lawyer Services Contract.
			2. The Supplier shall provide the required documentation in an electronic format, unless otherwise specified by the Buyer.
		2. **Information Handling and Security**
			1. The Supplier shall be responsible for the secure storage of all documents which remain the property of the Buyer. The Supplier shall ensure that all documents including hard copies of Buyer files are returned to the Buyer, as specified within the individual Costs Lawyer Services 2 call-off contract.
			2. The Supplier shall ensure that Supplier Personnel take all necessary action for the prevention of any unauthorised disclosure of information contained in the Buyer files, including confidential and politically or commercially sensitive information.
			3. The Supplier shall ensure that all documents are securely stored at the end of each day and have a process in place to ensure that unauthorised personnel do not have access to the Buyer’s documents.
			4. The Supplier shall ensure that all data relating to a specific case is disposed of in a secure manner in accordance with the contract. The Supplier shall provide confirmation and/ or evidence of any data disposal to and/ or the Buyer if requested.
			5. The Buyer may at times require additional security measures to be put in place for sensitive cases, which will be agreed upon in preparation of the Costs Lawyer Services 2 call-off contract. This includes the accreditation or clearance of staff beyond what has been specified at the framework level.
		3. **Administrative Support**
			1. The Supplier shall provide administrative support when providing the Services detailed in this specification, which shall include but may not be limited to:
				1. maintaining records of all files held by the Supplier on behalf of and as specified by the Buyer;
				2. dealing with paperwork required by the Buyer for authorisation of payment of Law Costs and/ or Court fees;
				3. arranging for collection and/ or return of files as and when required and within the Buyer’s deadline; and
				4. efficient and timely secretarial or administrative support.
			2. The Supplier shall arrange for delivery and collection of papers to and from the Buyer, using an appropriate form of delivery dependent on the papers in transit. The Supplier shall use a secure courier service to deliver papers when required by the Buyer. The Supplier shall ensure that any such items sent by post or secure courier are provided free of charge.

* + - 1. The Supplier shall have systems in place to accurately record the time spent working on cases. The Supplier shall ensure that the Buyers will only be charged for the time spent on assignment, and at the correct rates.
		1. **Professional Qualifications and Knowledge Maintenance**
			1. The Supplier shall have a process in place that ensures all relevant personnel are up to date with appropriate rules, procedures, best practice and case law relevant to the Services being delivered.
			2. The Supplier shall ensure that all Supplier personnel maintain their knowledge and strategic view changes impacting this category. This will include any key industry changes and/ or developments.
			3. The Supplier shall share this information with Buyer and highlight any risks or impacts associated applicable to existing Costs Lawyer Services Contracts or the development of precedents which may impact the Buyer in future.
		2. **Standards**
			1. The Supplier shall ensure, at all times, that it has security systems that comply with the following standards or the successors of those requirements:
				1. ISO 9001 Quality Management Systems including Lawnet or Lexcel;
				2. ISO/IEC 27001 Information Security Management System, including Cyber Essentials;
				3. ISO/IEC 27002 Information Technology - Security Techniques - Code of Practice for information security controls, including the IASME (Information Assurance Small and Medium-Sized Enterprises) Governance Standard; and
				4. ISO/IEC 22301 Business Continuity Management.
		3. **Supplier’s Commitment to the Framework Agreement**
			1. The Supplier shall maintain a commitment to Public Sector work and to the Framework Agreement.
			2. The Supplier shall have in place a Matter Management system. The Supplier shall provide Matter Management to Buyers free of charge.
			3. The Supplier shall have in place from the Framework Agreement Commencement Date an eBilling process and system.
			4. The Supplier shall have and maintain robust quality assurance and governance processes throughout the lifetime of the Framework Agreement.
			5. The Supplier shall, at all times, comply with the relevant Buyer(s) policies as set out in the Buyer(s) Costs Lawyers Services call-off Contract.
			6. The Supplier shall work closely with lawyers from the Buyer’s legal team when requested by the Buyer, as part of the overall provision of the Services required under the call-off contract.
		4. **Obligations to accept orders**
			1. The Supplier shall (i) accept Orders on direct award or successful competition, and (ii) will respond to invitations to participate in further competitions, for the provision of Costs Lawyer Services 2 unless it can demonstrate that one or more of the following applies:
				1. the Supplier has a conflict of interest in relation to a proposed order and/ or the relevant Buyer which cannot be mitigated to the Buyer’s satisfaction; or
				2. the Supplier does not, or will not, have adequate resources available to properly service the order. The Supplier must be prepared to provide evidence to the Authority of its justification for declining to bid for the above reasons at any time during the Framework Agreement.
			2. The Authority will be permitted to make necessary investigations to ensure that these exclusions are applied appropriately.
		5. **Buyer Satisfaction**
			1. The Supplier shall have in place and implement a clearly defined process for measuring and monitoring levels of Buyer satisfaction as a consequence of the Services delivered under this Framework Agreement. This should include identification of opportunities for improved performance working practice measures.
		6. **Location Requirements**
			1. The Supplier shall provide the Services to any location within the jurisdictional area and/ or region, as specified in the Framework Agreement and the Buyer(s) call-off contract.
		7. Travel and Related Expenses
			1. The Supplier acknowledges and agrees that travel time; travel costs; secretarial support, including phone calls, and photocopying shall not be chargeable unless agreed otherwise by Buyers as part of the call-off contract.
			2. The Supplier shall comply with the Buyer’s travel requirements and instructions, policies and arrangements for travel costs and related charges set out in the Buyer (s) Costs Lawyer Services 2 call-off Contract or otherwise by notice to the Supplier from time to time.
			3. The Supplier shall comply with the disbursement arrangements specified by the Buyer as part of the Buyer(s) call-off contract.
		8. **Conflicts of Interest**
			1. The Supplier shall have a mechanism for identifying, monitoring and mitigating against conflicts of interest.
			2. The Supplier shall bring any potential conflicts of interest, or situations which may give rise to a conflict of interest, to the immediate attention of the Buyer.
			3. The Supplier shall explain, where a potential conflict has been identified, how they would propose to mitigate this to the satisfaction of the Buyer.
	1. Supplier Relationship Management (SRM)
		1. This Framework Agreement will be managed centrally by Crown Commercial Services (CCS). The Costs Lawyer Services 2 call-off Contracts will be managed by the individual Buyer(s).
		2. It is the intention that CCS shall operate a proactive and effective Supplier Relationship Management (SRM) Programme. The SRM Programme will be serviced by a CCS Commercial Agreements Management (CAM) Team headed by a dedicated Commercial Agreements Manager. The Supplier shall provide CCS with a nominated and appropriate representative, with relevant and appropriate experience, authorised to act as its Supplier Relationship Manager at the time of signing the Framework Agreement.
		3. Within the Supplier Relationship Management Programme, CCS will operate a Framework Management process. It will principally involve the management of the Framework Agreement and will also have the following rules:
			1. collection of management charge;
			2. collection and reporting of the Framework Agreement MI and KPIs;
			3. dealing with issues concerning eSourcing, further competitions and Direct Awards;
			4. general day to day Framework relationship management.
		4. The Supplier shall nominate an appropriate representative to act as a day-to-day contact in the provision of this information to CCS at a Framework Management level.
		5. The Suppliers nominated representatives shall attend periodic review meetings which will be determined by the CAM The purpose of such review meetings will be to report on and check the monitoring standards and performance of the Supplier, resolve any issues which have not been dealt with on a day-to-day basis, and discuss business opportunities, potential innovative solutions and any complaints.
		6. The Supplier shall immediately provide The Authority with a written report which is to be submitted electronically where service and/ or performance falls below the required level(s). The report shall detail the remediation measures that have been put in place to prevent a recurrence of such service and/ or performance failure.

**ANNEX 1**

**SUPPLIER’S GUIDE TO DELIVERING SOCIAL VALUE THROUGH Costs Lawyer Services 2 - RM6284**

**1.1 Introduction**

This guide has been created to set out how Social Value will be delivered through CCS Framework Agreement Costs Lawyer Services 2 - RM6284 and related call-off contracts.

The guidance provides further information on how the parties to the Framework Agreement, CCS, Suppliers, and Buyers, will seek to address Social Value requirements through the delivery of Costs Lawyer Services 2.

**1.2 The wider context for Social Value**

The Civil Society Strategy for England defines social value as “enriched lives and a fairer society for all”. This strategy acknowledges that partnership and collaboration are essential to achieving this vision. The inclusion of social value when spending public funds is a fundamental part of securing value for money and selecting the most economically advantageous tender. Accordingly, this framework will take into account the social value priorities outlined below and CCS will be actively seeking partners who share the Government's commitment to building a future that works for everyone. More information can be found by reading the [Civil Society Strategy](https://www.gov.uk/government/publications/civil-society-strategy-building-a-future-that-works-for-everyone)

Further details including information and resources can be found by reading the [Social Value Act.](https://www.gov.uk/government/publications/social-value-act-information-and-resources/social-value-act-information-and-resources)

**1.3 Our Social Value priorities**

CCS have set out what CCS (in conjunction with Buyers) sees as the priority social value areas for this Framework Agreement, and set out where elements of the Framework Agreement link directly to these priorities.

CCS expects that Suppliers will primarily deliver Social Value through Buyer call-off Contracts awarded under this Framework Agreement.

Buyers using the Framework Agreement can adopt any of the following approaches as part of the call-off Procedure:

1. They may provide Suppliers with the Social Value priority statement set out in Framework Schedule 1 Specification and ask the Suppliers to outline what they can deliver to help meet these priorities, including a commitment to targets;
2. They may set specific targets based on the Social Value priority statement within Framework Schedule 1 Specification and ask Suppliers to deliver these targets through their call-off Contract;
3. They may include new Social Value measures based on the specific priorities of their organisation which are aligned to the policy areas set out in Framework Schedule 1 Specification, and then adopt approach a) or b) above.

**2.1**    **Delivering a diverse Supply Chain**

The Framework sets out the minimum requirements of suppliers, to help us ensure a diverse base of suppliers and resilient supply chains as follows:

 CCS expect our Suppliers to support and build supply chain diversity through:

* Subcontracting opportunities are open to Small to Medium Sized Enterprises (SMEs) and Social Enterprises (SEs), including the advertisement of all subcontracting opportunities over £10,000 on Contracts Finder (Joint Schedule 12, Supply Chain Visibility);
* Cascading prompt payment throughout Supplier supply chains (Section 4: Pricing and Payments, Core Terms);
* Supply chain processes that enable the participation of Micro, Small to Medium Sized Enterprises (SMEs) and Social Enterprises (SEs).

Other ways in which Suppliers can help CCS and our Buyers deliver this include providing advice and support to SMEs & SEs to develop resilient local supply chains, for example:

* Providing funded training opportunities e.g. health & safety, marketing, digital skills and other professional development opportunities;
* Mentoring and B2B learning and networking opportunities;
* Providing facilities/ equipment to enable sectors to expand and grow i.e. meeting/training venues.

**2.2**    **Safe & Secure Supply Chains: Addressing Modern Slavery and Exploitation in our Supply Chain**

It is our role to ensure the suppliers with whom CCS and our Buyers do business understand the risks of modern slavery in supply chains, and take appropriate action to identify and address those risks, with particular focus on supporting victims of modern slavery.

CCS require Suppliers to comply with the provisions of the [Supplier Code of Conduct](https://www.gov.uk/government/publications/supplier-code-of-conduct) and the standards set out in Joint Schedule 5 on Corporate Social Responsibility including the reporting (see Framework Schedule 5 Management Charges and Information) and continuous improvement (see call-off Schedule 3 Continuous Improvement) requirements.

CCS expect our Suppliers to mitigate the risk of Modern Slavery in their supply chains associated with the service/ solutions offered under this Framework Agreement, for example by:

1. Undertaking activities to increase awareness on Modern Day Slavery;
2. Provision of training to employees and supply chain partners;
3. Audits on Modern Day Slavery carried out internally (within the suppliers organisation) and externally across supply chains;

**2.3**   **Fair, inclusive and ethical employment practices & skills development**

CCS consider the delivery of high quality public Services to be critically dependent on a workforce that is inclusive, well-motivated, well-led and has appropriate opportunities for training and skills development.

By law, all organisations with 250 or more employees must publish and report specific figures about their gender pay gap, and CCS expect our suppliers to progress towards equalising this.

CCS expect our Suppliers and Supplier Supply Chains to support and encourage employment and skills development opportunities through the performance of this Framework Agreement, with a specific focus on opportunities for priority groups, including (but not limited to):

* people with disabilities;
* Ex-offenders;
* BAME;
* long-term unemployed.

 This support may be through various activities such as, for example:

* Apprenticeship and work experience placements;
* Part-time and full-time employment and flexible working opportunities;
* Providing stable employment and hours of work, and avoiding exploitative employment practices including, for example, no inappropriate use of zero hour contracts or other forms of demand driven contracts;
* Supporting individuals to fulfil their potential with further education, employment or training e.g. coaching, mentoring, CV and interview skills;
* Providing funded training and professional development opportunities for existing employees;
* Providing funded training opportunities (for individuals not employed by Supplier);
* Fair and equal pay policy;
* Offering a range of employee assistance schemes.

Ethical behaviour standards:

Taxpayers expect that government’s suppliers will behave ethically and CCS expect the highest standards of business ethics from suppliers and their agents in the supply of goods and Services funded by the public purse.

CCS expect suppliers to be explicit about the standards they demand of executives, employees, partners and subcontractors and to have the governance and audit processes to monitor and enforce these standards.

Buyers may test Suppliers’ proposed methods for delivering skills development within the local community as relevant to their specific requirements as part of the call-off Procedure.

**2.4**   **Environmental Sustainability: Promoting sustainable production and consumption and an improvement in environmental quality in support of the 25 Year Environment Plan**

This Schedule refers suppliers to the [25 Year Environment Plan](https://www.gov.uk/government/publications/25-year-environment-plan)

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**2.5**    **Wellbeing & Community Benefits**

CCS expects our Suppliers to positively impact individual wellbeing and contribute to transforming our local communities in a real and sustainable manner.

Ways in which the Supplier may be able to support wellbeing and community benefits include (but are not limited to):

* Supporting local businesses (not currently part of the existing supply chain) e.g. SMEs & VCSEs;
* Improving the experience of service users with specific diversity profiles or needs e.g. ensuring accessibility, undertaking staff sensitivity training, fostering a culture of respect for Buyers of diverse profiles;
* Creating cohesive communities: initiatives to support vulnerable people and address social issues such as homelessness, loneliness such as (but not limited to) donations to charities, staff volunteering, fundraising activities, befriending schemes etc;
* Staff wellbeing e.g. promoting awareness about mental health, substance misuse, domestic abuse, first aid training, anti-bullying campaigns, gender equality and diversity training etc.

It is expected that Buyers may have different wellbeing and community benefits priorities specific to their local communities, and that they may therefore test Suppliers’ proposed methods for delivering wellbeing and community benefits as relevant to these specific requirements as part of the call-off Procedure.

**2.6 COVID 19 recovery**

CCS expects our Suppliers to help local communities to manage and recover from the impact of COVID 19.

Ways in which the Supplier may be able to support include but are not limited to:

* Create employment, re-training and other return to work opportunities for those left unemployed by COVID-19, particularly new opportunities in high growth sectors.
* Support people and communities to manage and recover from the impacts of COVID-19, including those worst affected or who are shielding.
* Support organisations and businesses to manage and recover from the impacts of COVID-19, including where new ways of working are needed to deliver Services.
* Support the physical and mental health of people affected by COVID-19, including reducing the demand on health and care Services.
* Improve workplace conditions that support the COVID-19 recovery effort including effective social distancing, remote working, and sustainable travel solutions.

**3.  Measurement and reporting**

Suppliers are required to develop and maintain a plan throughout the life of the Framework Agreement detailing how the Supplier will contribute to the overall achievement of our Social Value priorities.  For the avoidance of doubt:

* The Social Value commitments and targets made during the call-off Procedure will form part of the contractual agreement between the Buyer and the Supplier, therefore bidders should only commit to activities that are within their capacity and capability to deliver.
* The Supplier must provide an implementation plan to the Buyer detailing how the required Social Value commitments will be delivered through the call-off Contract.
* Buyers and Suppliers will jointly agree the timeline for delivering the targets and measures that were committed to by the Supplier during the call-off Procedure.