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

Order Form

CALL-OFF REFERENCE:	**UKEF1275**
THE BUYER:	UK Export Finance
BUYER ADDRESS	1 Horse Guards Road, London SW1A 2HQ
THE SUPPLIER:	Slaughter & May
SUPPLIER ADDRESS:	1 Bunhill Row, London EC1Y 8YY
REGISTRATION NUMBER:	55388 (SRA number)
DUNS NUMBER:	**28-854-8605**
SID4GOV ID:	**n/a**

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated upon signature of both parties.
It is issued under the Framework Contract with the reference number Legal Services Panel RM6179 https://www.crowncommercial.gov.uk/agreements/RM6179 for the provision of legal advice and services.

CALL-OFF LOT(S):

Lot 2 – Finance and Complex Legal Services

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

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6179
3. Framework Special Terms
4. The following Schedules in equal order of precedence:

   ● Joint Schedules for RM6179
     ○ Joint Schedule 2 (Variation Form)
     ○ Joint Schedule 3 (Insurance Requirements)
     ○ Joint Schedule 4 (Commercially Sensitive Information)
     ○ Joint Schedule 10 (Rectification Plan)
     ○ Joint Schedule 11 (Processing Data)
   ● Call-Off Schedules for RM6179
     ○ Call-Off Schedule 1 (Transparency Reports)
     ○ Call-Off Schedule 2 (Staff Transfer)
     ○ Call-Off Schedule 3 (Continuous Improvement)
     ○ Call-Off Schedule 5 (Pricing Details)
     ○ Call-Off Schedule 24 (Special Schedule)
5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) RM6179

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

CALL-OFF SPECIAL TERMS

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

In the event any of the Special Terms listed below conflict with any other term within this Call-Off Contract, the Special Terms listed below will prevail.
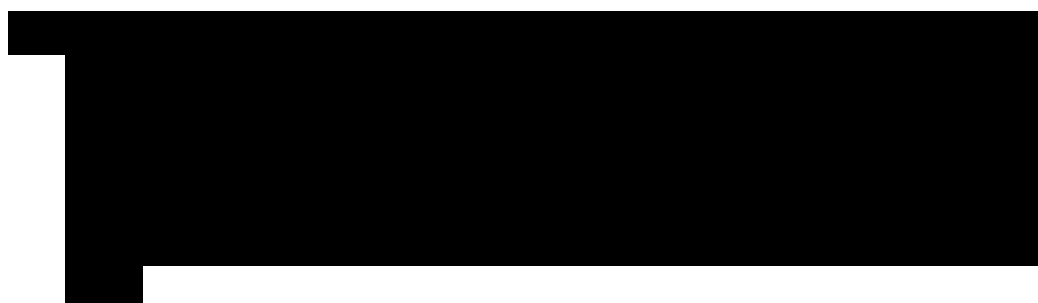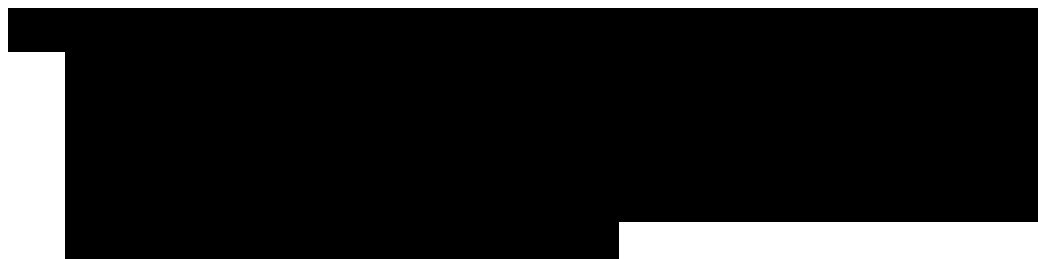
CALL-OFF START DATE: **29 July 2024**

CALL-OFF EXPIRY DATE: **28 July 2025**

CALL-OFF INITIAL PERIOD: **12 Months**

CALL-OFF OPTIONAL EXTENSION PERIOD: option for 12 months ███████

CALL-OFF DELIVERABLES
Key deliverables are to produce an up-to-date Export Insurance template policy for UK exporters to be able to use to access support from UK Export Finance which is appropriate to the export insurance market and which is suitable for small and medium enterprises as well as larger companies.

1. Review of UKEF Guidance Documents and the Ancillary Documents for all existing EXIP policies (being the offer letters, proposal form and claim forms):

UKEF EXIP Guidance

Review and amend the following UKEF EXIP Guidance:

- policy overview on the UKEF website: *Find out about UKEF export insurance - GOV.UK (www.gov.uk)*; and

- EXIP Guide for Brokers: *How to Access Export Credit Insurance: a guide for brokers and exporters - GOV.UK (www.gov.uk)*,

(the "**Guidance**") to reflect the revised scope and details of the EXIP policies.

Prepare a first draft of the revised Guidance and receive one round of UKEF comments prior to preparing and providing a final version of the Guidance.

Ancillary Documents

Revise the Ancillary Documents, to incorporate UKEF's comments and circulate first drafts for UKEF to review. Receive one round of consolidated comments from UKEF before circulating near final versions.

2. **Flexible Credit Multi-Contract Policy and Ancillary Documents (being an offer letter, claim form and proposal document, as required):** Produce the new policy and declaration based on the Multi-Contract Policy. Once prepared, call with UKEF to run through the questions (if necessary), incorporate UKEF feedback and produce a first draft for UKEF to review. Prepare no more than 2 substantive drafts of the policy.

3. Ad-hoc Advice: Ad-hoc advice as required (in respect of the EXIP Refresh Project or otherwise). Work carried out shall be charged on the basis of the UKEF agreed hourly rates in force from time to time and shall not exceed a value of £54,500.

The Buyer is entitled to 2 hours of free initial consultation and legal advice with each Order in accordance with Paragraph 5.2 of Framework Schedule 1 (Specification).

MANAGEMENT OF CONFLICT OF INTEREST

███

███

CONFIDENTIALITY
████████████████████████████

Clause 15 shall apply

IPR
Clause 9 (IPRs) (as amended by Call Off Schedule 24).

MAXIMUM LIABILITY
As set out in Special Term 1.
The Estimated Year 1 Charges used to calculate liability in the first Contract Year is
£83,000 (excluding VAT)

CALL-OFF CHARGES
Total Contract cost for all services: £83,000 + VAT (estimate) on hourly rates

██

██

REIMBURSABLE EXPENSES
None

DISBURSEMENTS
Disbursements shall only be payable where the Buyer has authorised that the
Disbursements may be incurred in advance

ADDITIONAL TRAINING CHARGE
Not applicable

SECONDMENT CHARGE
Not applicable

PAYMENT METHOD
Payment by BACS following receipt of a correct and valid invoice, paid monthly, 30 days in arrears.
BUYER'S INVOICING ADDRESS:

████████████████████

UK Export Finance
1 Horse Guards Road,
London
SW1A 2HQ

BUYER'S AUTHORISED REPRESENTATIVE

████████████████████████████████

UK Export Finance, 1 Horse Guards Road, London SW1A 2HQ

BUYER'S ENVIRONMENTAL POLICY
UK Export Finance: Environmental, Social and Human Rights policy - GOV.UK (www.gov.uk)

BUYER'S SECURITY POLICY
Cyber Essentials scheme: overview - GOV.UK (www.gov.uk)
Security policy framework: protecting government assets - GOV.UK (www.gov.uk)

BUYER'S ICT POLICY
As above security policy

SUPPLIER'S AUTHORISED REPRESENTATIVE

████████████████████████

SUPPLIER'S CONTRACT MANAGER

███████████████████████████

PROGRESS REPORT
Not applicable

PROGRESS REPORT FREQUENCY
Not applicable

PROGRESS MEETINGS AND PROGRESS MEETING FREQUENCY
Not applicable

KEY STAFF
Not applicable

KEY SUBCONTRACTOR(S)
Not applicable

COMMERCIALLY SENSITIVE INFORMATION
Supplier's day rates
Special Terms

SERVICE CREDITS
Not applicable

ADDITIONAL INSURANCES
Lot 2 Suppliers are required to have £100m Professional Indemnity Insurance under
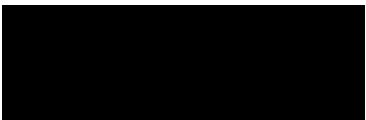Joint Schedule 3
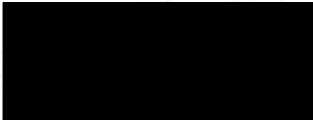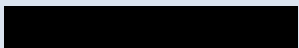
GUARANTEE
Not applicable

SOCIAL VALUE COMMITMENT
As per framework agreement

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	██████████	Signature:	██████████
Name:	██████████	Name:	██████
Role:	████	Role:	███████
Date:	23/07/2024	Date:	24/07/2024

Call-Off Schedule 5 (Pricing Details)

Slaughter and May hourly rates under RM6179 Panel (Lot 2)

Supplier Staff - Grade Band	Hourly Rate (£)
1 – Partner	■■■■
2 – Legal Director/Counsel or equivalent	■■■■
3 – Senior Solicitor, Senior Associate	■■■■
4 – Solicitor, Associate	■■■■
5 – Newly Qualified Solicitor/ Associate, Junior Solicitor/Associate	■■■■
6 – Trainee	■■■■
7 – Paralegal, Legal Assistant	■■■■
Legal Project Manager	■■■■

Lot 2 Volume Discount

Volume Threshold (Spend)	£1m and above, up to a maximum of £2,499,999.99	£2.5m and above, up to a maximum of £4.999,999.99	£5m and above
Volume Discount (%)	■■■	■■■	■■■
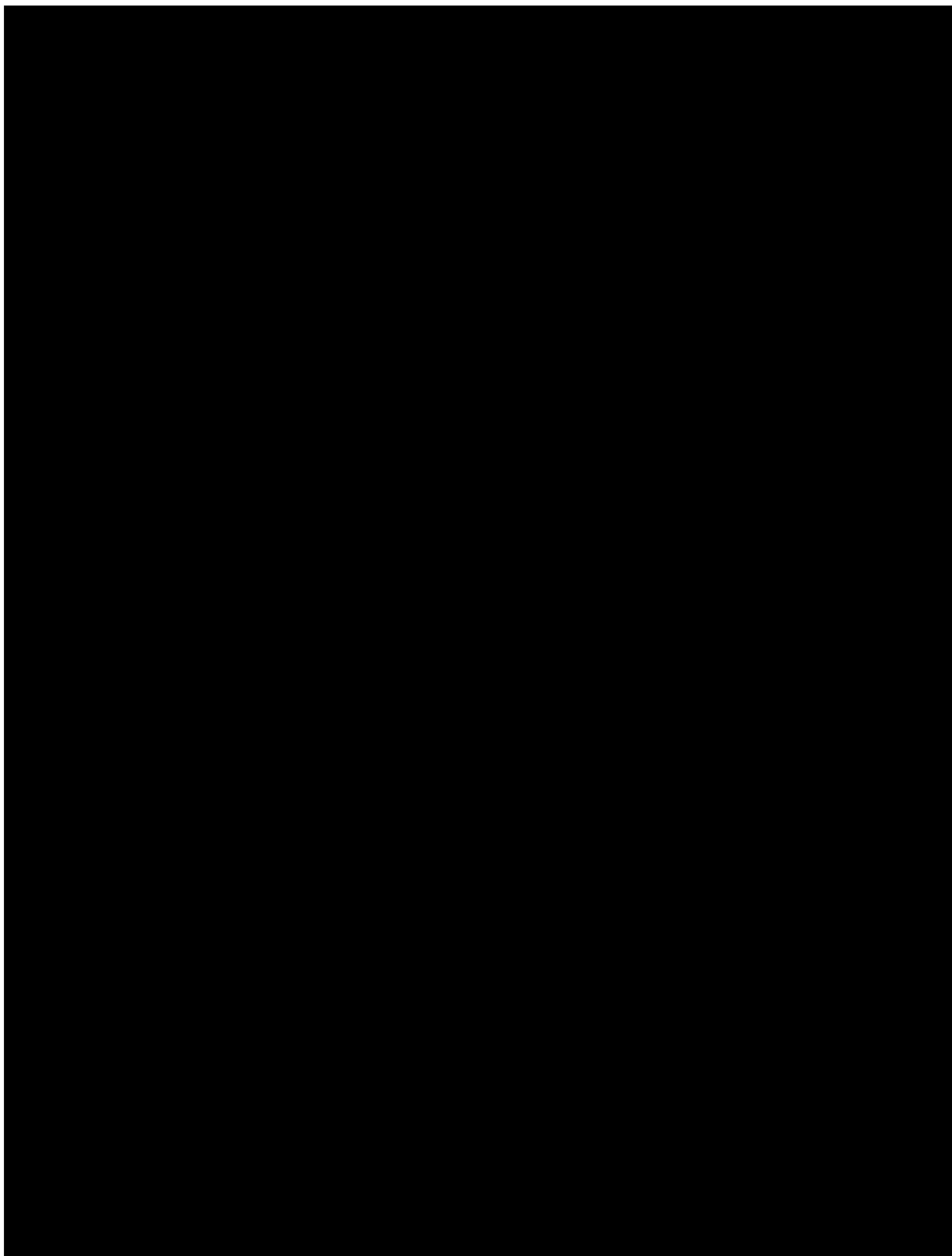
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582353648
Framework Ref: RM6179
Project Version: v1.0
Model Version: v3.7

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Joint Schedule 11 (Processing Data)

Definitions

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

"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;

Status of the Controller

2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:

    (a)   "Controller" in respect of the other Party who is "Processor";

    (b)   "Processor" in respect of the other Party who is "Controller";

    (c)   "Joint Controller" with the other Party;

    (d)   "Independent Controller" of the Personal Data where the other Party is also "Controller",

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

Where one Party is Controller and the other Party its Processor

3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 *(Processing Personal Data)* by the Controller.

4. The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:

    (a)   a systematic description of the envisaged Processing and the purpose of the Processing;

    (b)   an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;

(c)   an assessment of the risks to the rights and freedoms of Data Subjects; and

(d)   the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

6.   The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:

(a)   Process that Personal Data only in accordance with Annex 1 *(Processing Personal Data)*, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;

(b)   ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:

     (i)   nature of the data to be protected;

     (ii)   harm that might result from a Personal Data Breach;

     (iii)   state of technological development; and

     (iv)   cost of implementing any measures;

(c)   ensure that :

     (i)   the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 *(Processing Personal Data)*);

     (ii)   it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:

          (A)   are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*) of the Core Terms;

          (B)   are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;

          (C)   are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and

          (D)   have undergone adequate training in the use, care, protection and handling of Personal Data;

(d)   not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

(i)   the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;

(ii)   the Data Subject has enforceable rights and effective legal remedies;

(iii)   the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

(iv)   the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and

(e)   at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

7.   Subject to paragraph 8 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:

(a)   receives a Data Subject Access Request (or purported Data Subject Access Request);

(b)   receives a request to rectify, block or erase any Personal Data;

(c)   receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

(d)   receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;

(e)   receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

(f)   becomes aware of a Personal Data Breach.

8.   The Processor's obligation to notify under paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.

9.   Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 7 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:

(a)   the Controller with full details and copies of the complaint, communication or request;

(b)   such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

(c)   the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;

(d)   assistance as requested by the Controller following any Personal Data Breach; and/or

(e)   assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

10.   The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

(a)   the Controller determines that the Processing is not occasional;

(b)   the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or

(c)   the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.

11.   The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

12.   The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.

13.   Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:

(a)   notify the Controller in writing of the intended Subprocessor and Processing;

(b)   obtain the written consent of the Controller;

(c)   enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and

(d)   provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.

14.   The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.

15.   The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable

controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).

16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

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

Independent Controllers of Personal Data

18. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.

19. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.

20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 18 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.

21. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.

22. The Parties shall only provide Personal Data to each other:

   (a) to the extent necessary to perform their respective obligations under the Contract;

   (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and

   (c) where it has recorded it in Annex 1 *(Processing Personal Data).*

23. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each

Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

24.   A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.

25.   Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**"Request Recipient"**):

(a)   the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or

(b)   where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:

    (i)   promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and

    (ii)   provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.

26.   Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:

(a)   do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;

(b)   implement any measures necessary to restore the security of any compromised Personal Data;

(c)   work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and

(d)   not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.

27.   Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 *(Processing Personal Data)*.

28.   Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 *(Processing Personal Data)*.

29.   Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 28 of this Joint Schedule 11.

Annex 1 - Processing Personal Data

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

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

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

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

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

Description	Details
Identity of Controller for each Category of Personal Data	**The Parties are Independent Controllers of Personal Data** *The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of the Personal Data shared for the delivery of the Services pursuant to the Contract.*
Duration of the Processing	*The commencement is the date of receipt of the first data which was [ ]. The duration of processing is likely to last until the Supplier's retention of the data ends. Personal data will only be retained for as long as necessary. Pursuant to the Supplier's regulatory obligations, the Supplier is likely to retain the personal data in accordance with its data retention policy for a period of ten years starting from the end of the retainer*
Nature and purposes of the Processing	*Provision of Legal Services under this Call-Off Contract*
Type of Personal Data	**Staff of either Party:** *Full name* *Workplace address* *Workplace phone number* *Workplace email address*

	Contractual data (including, without limitation, copies of employment contracts or details of directorships etc); *Location data and IP and Mac address data and IMEI numbers;* *Financial data (including, without limitation, salaries/tax/pensions/benefits/credit card details/ loans granted, received, surrendered or repaid/subscriptions/expenses paid and reclaimed);* *Services provided and related information, including details of the services provided and contracts issued which may include personal data.*
Categories of Data Subject	Staff of either party Employees, partners, directors, agents, trustees, contractors, candidates and staff including volunteers and temporary and casual workers; Customers; Key contacts at corporate customers; Suppliers; Counterparties; Advisers, consultants and other professional experts; Experts; correspondents and enquirers.
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	*From the Call-off Commencement date, and up to 10 years after the Call-Off Expiry Date*