

Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract – 709640450.

STATEMENT OF REQUIREMENTS

1. PURPOSE

- 1.1 The Ministry of Defence (MOD), Directorate of Judicial Engagement Policy – Common Law Claims & Policy (DJEP-CLCP) has a requirement for general legal services in Scotland, under Scots Law.
- 1.2 The requirement includes all the legal specialisms available from Lot 2b (General Service Provision - Scotland) of Crown Commercial Service's Public Sector Legal Services Framework, RM6240. The requirement includes, but is not limited to, the management of litigated common law compensation claims received by the Department for personal injury and property damage throughout Scotland.

2. DEFINITIONS

Expression or Acronym	Definition
BCVR	Basic Check Verification Record
BPSS	Baseline Personnel Security Standard
CCS	Crown Commercial Service
CLS	Commercial Legal Services
COI	Conflict of Interest
CP&F	Contract Purchase and Finance System
CPR	Civil Procedure Rules
CRU	Compensation Recovery Unit
CTC	Counter Terrorism Clearance
D&BS	Disclosure and Barring Service
DBS	Defence Business Service
DJEP-CLCP	Directorate of Judicial Engagement Policy – Common Law Claims & Policy
DIO	Defence Infrastructure Organisation
FOI	Freedom of Information
GLD	Government Legal Department
ILTR	Indefinite Leave to Remain
MI	Management Information
MoU	Memorandum of Understanding
MDP	Ministry of Defence Police

MOD	Ministry of Defence
MOD's Intelligent Customer role	To enhance understanding of the MOD claims portfolio, to learn lessons based on the data collected to share with TLBs and key stakeholders to drive improvements to departmental processes with the aim of reducing claims numbers and costs going forward
NFCI	Non-Freezing Cold Injury
NHS	National Health Service
NIHL	Noise Induced Hearing Loss
PADs	Pre-Action Disclosure Applications
RTC	Road Traffic Collision
SRA	Solicitors Regulation Authority
TLB	Top Level Budget area

3. BACKGROUND TO THE CONTRACTING AUTHORITY

- 3.1 In meeting this requirement, the legal services provider will work with a variety of clients across the Ministry of Defence.
- 3.2 DJEP-CLCP are the requirement owners for the management of litigated common law compensation claims.
- 3.3 MOD business areas including, but not limited to, DIO, MDP, DBS and CLS/GLD will be Authorised Demanders under the contract.

4. BACKGROUND TO COMMON LAW COMPENSATION CLAIMS

- 4.1 As most of the requirement for legal services in Scotland is for litigated common law compensation claims, this background is provided for context.
- 4.2 Claims brought against the MOD for compensation at common law (i.e., tort law claims), other than those arising out of Contract dispute, maladministration, or employment tribunals etc, are dealt with by the DJEP-CLCP team, or by MOD's claims handling administrators operating in accordance with instructions provided by DJEP-CLCP.
- 4.3 Claims are received from MOD employees, civilian and service personnel and from third parties, including those involved in Road Traffic Collisions (RTCs) involving MOD operated vehicles. The MOD receives a wide range of compensation claims including injury received from training exercises, defective premises, manual handling, faulty equipment, etc. Claims are also received claiming stress at the workplace, cases alleging abuse/bullying and industrial disease claims. The largest claims area in terms of volume of claims received is Noise Induced Hearing Loss (NIHL), with the most expensive category of claim being Non-Freezing Cold Injury (NFCI).
- 4.4 Compensation claims agreed between MOD and GLD that have pan-government legal implications such as claims that test points of law (e.g., the defence of combat immunity); and where claims are novel or contentious or are of a sensitive nature will be managed by GLD Litigation. The MOD reserves the right to appoint other solicitors

to meet specific needs that may arise from time to time or to reallocate litigated claims that are identified as falling within these categories.

- 4.5 The Crown Proceedings Act requires proceedings to be served upon GLD who will accept service on behalf of MOD and forward details to the MOD's nominated Supplier. The Supplier will manage the litigation aspects on behalf of the Claims Administrator.
- 4.6 For the avoidance of doubt, the MOD's in-house legal adviser, GLD, provides legal and legal advisory services on a range of government issues under a Memorandum of Understanding ("MoU") between MOD and GLD for the provision of legal services, but this excludes the conduct of litigation.
- 4.7 The MOD has a claims management contract with a Claims Administrator, currently Davies Group Ltd, to manage Employer's Liability (EL), Third Party Motor/Uninsured Loss Recovery (TPM/ULR) claims and Public Liability (PL) claims. Most claims brought against the MOD are managed by MOD's contracted claims handler. The Supplier will be required to work closely with MOD's Claims Administrator on litigated cases brought in Scotland.
- 4.8 MOD also retains an in-house claims management capability to manage other categories of claims, such as, clinical negligence, military low flying, maritime, Northern Ireland legacy and other claims of a sensitive nature.
- 4.9 Litigated cases brought against MOD for personal injury and property damage claims are varied. They include EL litigated claims for personal injury/disease submitted by service personnel and civilian employees. Claims categories can be broken into three areas: disease/legacy, complex injury, and casualty. Some examples of claim types received include asbestos exposure, bullying & harassment, heat related injuries, occupational cancers, hand arm vibration syndrome and PTSD etc.
- 4.10 The requirement also includes PL litigated claims for injury or property damage claims brought by third parties and TPM/ULR claims resulting from RTCs involving MOD vehicles.

5. SCOPE OF REQUIREMENT

- 5.1 The requirement is to provide general legal services in Scotland to the MOD. The required services are in the areas set out below. Detailed requirements are set out in the Service Levels section at Annex A of this contract.
- 5.2 After contract expiry no new instructions will be directed to the Supplier. Post contract expiry, the Supplier will be required to continue handling the case until conclusion. It is recognised, depending on the complexity of the instruction, that in some cases this can be many years after the instruction or claim is brought.

6. REQUIRED SERVICES

- 6.1 The required services are outlined as follows:
 - 6.1.1 To provide, as a **mandatory** service requirement, legal services for litigated claims.
 - 6.1.2 To provide contentious and non-contentious property work in relation to the MOD's Scottish estate, including offering planning and environmental law

advice to DIO and, sometimes, with the MOD legal advisers' property team. Occasionally, this involves advising on, and representing, the MOD at public inquiries/public local inquiries where the MOD has objected to development consent applications which, if granted, could negatively impact defence interests.

- 6.1.3 The contentious work includes landlord/tenant disputes (such as enforcing and defending repairing obligations), dilapidation claims, eviction of travelling people, enforcing notices to quit, disputed ownership, actions of division and sale (forcing sale of property held under common ownership), nuisance or damage to property, rectification of registered titles, variation and discharge of title conditions, all court actions, applications to the Lands Tribunal for Scotland and alternative dispute resolution arising out of the above.
- 6.1.4 Non-contentious property work includes advising on and drafting leases for landlords, drafting style agreements, property sales, discharge of security, advising on and drafting leases for tenants, advice on title and, variation of leases. Non-contentious work makes up the majority of MOD property matters requiring legal services in Scotland.
- 6.1.5 To provide legal services, under Scots Law, in respect of actions brought in the Court of Session, Sheriff Court actions and general Court actions. Caveats are currently placed in the following courts: The Court of Session and the following Sheriff Courts: Lerwick, Lochmaddy, Dumfries, Stirling, Perth, Dundee, Ayr, Dunfermline, Glasgow, Aberdeen, Campbeltown, Forfar, Dumbarton, Elgin, Greenock, Edinburgh, and Tain.
- 6.1.6 To provide the lodging of caveats with the Scottish courts to ensure representation in all matters involving MOD to ensure that it does not go undefended or unrepresented in actions brought in the Scottish Courts.
- 6.1.7 To provide planning and environmental law advice; and an occasional requirement for advice in connection with, and representation at, public inquiries/public local inquiries where the MOD has made and maintained an objection to development consent applications which, if granted, would have an adverse impact on defence interests.
- 6.1.8 To provide legal services in respect of a wide range of employment disputes litigated in Scotland, under Scots Law, in both Employment Tribunals and Employment Appeal Tribunals raised by both military and civilian personnel.
- 6.1.9 To provide legal services in respect of debt recovery in both undefended and defended cases under Scots Law. This includes recovery of possession of property where there is no longer a right to reside in the property. In the same action we seek recovery of violent profits (penal damages imposed against a tenant for holding over) though MOD rarely insists on payment, overpayments of salary and pension, defended cases arising from the above.
- 6.1.10 To provide advice and representation in relation to inquiries such as public inquiries and judicial reviews.
- 6.1.11 To provide advice and guidance for Pensions and Pension Sharing Orders (PSO).

6.1.12 To provide, additionally, any type of legal service, under Scots Law, within the scope of the legal specialism headings set out under Lot 2b (General Service Provision - Scotland) of Crown Commercial Service's Public Sector Legal Services Framework, RM6240.

- Child Law
- Court of Protection
- Debt Recovery
- Education Law
- Employment
- Healthcare
- Intellectual Property
- Licensing
- Litigation / Dispute Resolution
- Mental Health Law
- Pensions
- Planning and Environment
- Primary Care
- Property and Construction
- Social Housing

The RM6240 Lot 2b legal specialisms are fully listed within [RM6240 – Framework Schedule 1 – Specification](#), paragraph 7.8. The descriptions of the types of legal services and areas of legal practice set out within each legal specialism are illustrative only and are not exhaustive.

7. MANDATORY REQUIREMENTS

- 7.1 It is a mandatory requirement for the Supplier to:
- 7.1.1 Be able to manage all of MOD's instructions, including common law compensation claims, for the duration of the call-off contract period.
 - 7.1.2 Adhere to the professional standards expected by the Law Society of Scotland as detailed in the Law Society of Scotland Practice Rules.
 - 7.1.3 Demonstrating compliance with the Law Society of Scotland legal practice quality mark for excellence in legal practice management and excellence in client care.
 - 7.1.4 Be ISO9001 accredited. This accreditation must be held for the duration of the contract including completion of run off cases.
 - 7.1.5 Comply with the Service Level requirements set out at Annex A of the Statement of Requirements.
 - 7.1.6 Ensure costs are proportionate to the matter in issue and work is allocated to a solicitor with the requisite knowledge, skills and experience required and who would be expected to deal with the matter.
 - 7.1.7 Provide solicitors and other staff who are appropriately qualified, competent, supervised, well-motivated and suitably experienced. People working on MOD

cases should not be over/under qualified for the work unless it can be shown to the MOD, that the greater experience of the fee earner means that the work will be done more promptly and efficiently so that the MOD obtains better value for money.

- 7.1.8 Provide legal services under the Contract in a conscientious and timely manner and exercise all reasonable skill, care and diligence in the performance and discharge of the services.
- 7.1.9 Apply standards of best legal performance which will benefit the MOD's reputation and standing as a client.
- 7.1.10 Deliver work for the MOD in such a way that the MOD gains the best possible benefit and value for money from the corporate experience which the Supplier has in the types of case work envisaged by the MOD.
- 7.1.11 Support MOD, and the Claims Administrator, in work to develop MOD's Intelligent Customer role. Provide strategy to improve MOD communication and MI on instructions across the Department and enhance risk management processes with the aim of driving down legal costs.
- 7.1.12 Attend quarterly contract performance and KPI review meetings with the MOD.
- 7.1.13 Prepare documents and letters in clear, concise, and appropriate language. Where necessary, redactions to documentation to support disclosure must be carried out in accordance with MOD Military Personnel Records Redaction Guide (Appendix 1 to Annex A).
- 7.1.14 Create and maintain a case diary system to ensure all cases are reviewed at least monthly.
- 7.1.15 The Supplier shall maintain suitable records in relation to the Supplier's obligations under the Contract for a period of seven years following case closure and shall at all times during their engagement and thereafter pursuant to the Contract afford to the MOD and/or the Financial Conduct Authority and/or either their duly authorised representatives on reasonable written notice, access to their premises, computer databases, computer records, computer software, microfiche and any other means of storing information including books, documents and records to the extent that the same relate to the subject matter of the Contract and shall permit them to take and remove copies of the records.
- 7.1.16 If requested by the Claims Administrator, in relation to very high value or high-profile cases, the Supplier shall provide estimates to the Claims Administrator detailing time to be devoted to each aspect of work by staff and the Supplier shall not exceed the estimated costs without the prior written approval of the Claims Administrator. The Claims Administrator is to notify MOD of any claims where legal costs are estimated at £250,000 or above.

8. MANAGEMENT INFORMATION AND REPORTING

- 8.1 Coherent accurate MI is very important to MOD and is needed to support the development of MOD's Intelligent Customer role to gain an understanding of any emerging claims trends and inform the respective Top Level Budget area. MOD aspires

to develop and introduce a Claims Database enabling access to claims data held by MODs Claims Administrator to provide a holistic view of the MOD claims landscape for pre-litigated and litigated cases. This will allow seamless integration of data to help inform risk management decisions with the aim of reducing claims numbers and associated claims spend. To assist with this, detailed Management Information (MI), including, but not limited to, the numbers of litigated claims, reserves and spend is to be provided to MOD and/or the Claims Administrators monthly, and as required, to support risk management purposes. Additional MI is likely to be required on an ad-hoc basis. Close engagement between MOD and the Supplier may be required on some aspects of the development of a Claims Database to ensure claims and legal data is effectively captured and presentation of MI optimised.

- 8.2 There will be occasions where short notice requests for information is required to support urgent customer enquiries, e.g., Press Office queries, responses to Ministerial Correspondence or Freedom of Information (FOI) requests etc. Information must be provided to meet MOD timescales and for Parliamentary Questions details must be provided the day the question is asked.
- 8.3 The Supplier shall provide MI on litigation case data to MODs Commercial team on a quarterly basis. This is to be provided by the 5th working day of the first month after the reporting period. The MI is to include, as a minimum, for each litigation case, details of; Supplier's case reference number, claims management reference number, hourly utilisation for each legal grade (including 2 hours free consultation/advice), the amount invoiced for legal fees, and the amount invoiced for disbursements. Case hours worked and invoiced amounts are to be provided for the reporting month and as a running total. A status update for each case is to be provided i.e., open or closed.
- 8.4 Detailed MI is to be provided to MOD (DJEP-CLCP) quarterly regarding received claims. This includes the numbers of litigated claims including an overall number of open litigated and closed litigated claims, a list of open and closed cases with the Supplier's case reference number and claims management reference number, claimant name, claimant type (i.e. Service personnel, civilian employee or other including service number or civilian staff number), TLB, type of claim (i.e. employers liability, public liability, third party motor claims. etc). Information shall include the category of claim for EL and PL claims. The Supplier is also required to provide 6 monthly claims report due by the end of the third week of April and October, respectively. Further details to be included at MOD's request.
- 8.5 When requested, the Supplier must provide to the MOD requestor, information on, but not limited to; the number of contentious and non-contentious property matters, the number of contentious employment matters, the number of debt claims, the number of other litigated matters [value of reserves in respect of litigated claims], the fees incurred in respect of each category of matter, unbilled hours accrued, the disbursements, incurred, any other charges, any client complaints received (formal or informal) in that month relating to service performance or quality.
- 8.6 Additional MI may be required to support the development of MOD's Intelligent Customer role to gain an understanding of any emerging trends.

9. VOLUMES

- 9.1 There is no guarantee of minimum work levels under the contract which is entirely dependent on the number of claims and instructions received and time taken to process.

- 9.2 Overall, the MOD receives on average 4,500 compensation claims per annum, but in recent years numbers have increased due to significant volumes relating to NIHL.
- 9.3 The table below shows the numbers of litigated cases in Scotland received by MOD's current contracted legal Supplier over a four-year period. There are approximately 45 litigated claims in Scotland per annum.

Contract Year	Sept 2019 to Aug 2020	Sept 2020 to Aug 2021	Sept 2021 to Aug 2022	Sept 2022 to Aug 2023	Sept 2023 to Aug 2024	TOTAL
Numbers of litigated claims received	56	49	38	33	38	214

- 9.4 The number of litigated claims received by the MODs claims current legal services provider from 1st May 2019 to 29 Feb 2024 is 214.
- 9.5 Litigated claims make up of approximately 50 percent of the spend against the current contract for legal services in Scotland. DIO spend is approximately 30 percent. Spend from the rest of MOD makes up the remaining 20 percent.
- 9.6 The legal spend on MOD's current legal service contract for Scotland from 9th September 2019 to 30th May 2024 is £3.012M ex VAT (including disbursements and outlays).
- 9.7 The total cost to MOD in legal fees across the UK (not including the claimants solicitors' fees) of these litigated claims over this period is £23.3M.
- 9.8 In respect of Debt Recovery, the estimated throughput, based on an average from historical, is 140 cases per annum, although the trend has increased to around 250 cases in FY 23/24.
- 9.9 Legal services in respect of actions brought in the Court of Session, Sheriff Court actions and general Court actions. Historical data estimates there are approximately 10 such cases per annum.

10. KEY TIMELINES

- 10.1 The following Contract timelines shall apply:

	Description	Timeframe or Delivery Date
1	To attend an introductory meeting with members of the DJEP-CLCP team as Contract sponsor organisation.	Within week 2 of Contract Award or no later than 4 weeks post-Contract Award
2	Arrange an introductory meeting with MODs current Claims Administrator, Davies Group Ltd.	Within week 4 of Contract Award or no later than 6 weeks post Contract Award

3	To provide details of the legal team to DJEP-CLCP listing those personnel employed to support MODs legal services requirements	Within week 5 of Contract Award or no later than 6 weeks post Contract Award
4	A written update is to be provided to the Claims Administrator at least three months from the previous update, unless otherwise agreed on specific cases.	The first update report to be provided by 7 th of the month following the end of the first quarter after Contract Award and thereafter every three months
5	Value Report - The Supplier to send a report to the MOD every six months of the Suppliers assessment of how value for money for the legal services delivered has been demonstrated. This should include any new ways of working and/or efficiencies introduced.	Every six months
6	The Supplier to provide MI to MOD within required timescales as detailed at paragraph 8.	Monthly and on occasion at very short notice to support urgent customer requests
7	The Supplier to attend biannual Contract Review Meetings with the MOD to review progress on management of litigated cases and Supplier performance under the contract through reviewing the contract KPI's.	Quarterly KPI review meetings, Biannual contract review meetings.

11. CONTINUOUS IMPROVEMENT

- 11.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 11.2 The Supplier should present opportunities for innovation and new ways of working to the Authority during Contract progress and review meetings throughout the duration of the Contract.
- 11.3 Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

12. SUSTAINABILITY

- 12.1 There are no sustainability considerations that are relevant to this Contract.

13. SOCIAL VALUE

- 13.1 The Social Value priorities that apply to this requirement are:
 - 13.1.1 tackle workforce inequality and improve diversity.

13.1.2 Improve health and wellbeing.

13.2 The value gained through the life of the contract will be measured by KPI6.

14. PRICE

14.1 Prices must be in accordance with Call-Off Schedule 5-Pricing Details, excluding VAT and including all other expenses relating to Contract delivery.

15. STAFF AND CUSTOMER SERVICE

15.1 The Supplier is required to provide a sufficient level of resource throughout the duration of the Contract to consistently deliver a quality service.

15.2 The Supplier must maintain the Key Personnel list in relation to this requirement, advising the Authority immediately should there be a change of personnel.

15.3 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required high standard and meet the Security requirements detailed at paragraph 18.

15.4 The Supplier shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

16. SERVICE AND PERFORMANCE LEVELS REGARDING COMMON LAW COMPENSATION CLAIMS

16.1 The Supplier shall perform its obligations to achieve efficient and effective delivery of legal services and provision of MI. The Authority will measure the quality of the Supplier's delivery through the Service Levels detailed at Annex A which relates to claims.

16.2 The Supplier must meet the Service Levels (SLs) detailed at Annex A. The MOD requires the Supplier to deal with litigation work in respect of compensation claims directed against the MOD, including where appropriate, advice requested during telephone discussions.

16.3 No later than two months following Contract Award, MOD will facilitate meetings for the Supplier to meet with key MOD personnel and stakeholders, at no cost to MOD, to familiarise themselves with MOD processes and ways of working.

16.4 The table at Annex A sets out the SLs, including processes and timescales, for the execution of the contract including tasking mechanism and ongoing handling of cases through to file closure.

16.5 The Supplier must attend biannual Contract Review Meetings and quarterly KPI review meetings with the MOD, at their own cost, to review progress on the management of legal services and Supplier performance under the contract through reviewing the contract KPI's. The place and time of the meeting will be agreed between the MOD and the Supplier. Meetings may be held in person or virtually, to be agreed in advance. Such MI as may be reasonably required for this meeting must be provided by the Supplier within the agreed timescales.

- 16.6 One of the MOD's key objectives in such biannual Contract Review Meetings will be to examine with the Supplier the scope for achieving any improvements in methods of service delivery and implement any agreed arrangements arising from this.
- 16.7 The Supplier must send a report to the MOD within one month of each anniversary of the commencement of the contract, without charge, detailing the Suppliers assessment of how value for money for the legal services delivered has been demonstrated. This report should also include any recommendations the Supplier wishes to offer in relation to measures which might be taken to further improve the value for money which the MOD might obtain in the delivery of legal services. It should also provide confirmation that best legal professional standards are being practised. The MOD expects this report to be signed off by the Senior Partner in the practice.
- 16.8 There is to be no charge for the provision of MI to the MOD or to the Claims Administrator.
- 16.9 The Authority has the right to amend the requirement to include any reasonable changes or provisions in the delivery of legal services and provision of MI and this will be managed in accordance with DEFCON 503 (Formal Amendment to Contract) and DEFCON 620 (Change Control Procedure).

17. KEY PERFORMANCE INDICATORS

- 17.1 The table at Annex B contains the Key Performance Indicators (KPIs) that the Suppliers performance will be measured against in the delivery of the services under the contract.
- 17.2 The MOD requires the Supplier to send a report to the MOD at each quarter following commencement of the contract to support the monitoring of performance against the set KPIs listed in the table at Annex B. The dates for report submission and Contract Review Meetings will be included in the Contract Management Plan.

18. SECURITY AND CONFIDENTIALITY REQUIREMENTS

- 18.1 This paragraph describes the Security Vetting/Clearance that the Supplier shall be obligated to fulfil as part of the delivery of the Services.
- 18.2 All Supplier Personnel shall comply with the MODs staff vetting procedures. As a minimum, the Supplier must undertake mandatory pre-engagement checks of all staff, in accordance with Her Majesty's Government's recognised standard for pre-employment screening (which is the Baseline Personnel Security Standard (BPSS)). The links below provide details of the security / vetting requirements.
- 18.3 <https://www.gov.uk/government/publications/dbs-update-service-applicant-guide/dbs-update-service-applicant-guide>
- 18.4 Counter Terrorism Clearance (CTC) will be required for any individuals who leads on cases or instructions which contain data marked Official Sensitive or higher. Every effort will be made by the supplier to ensure that individuals requiring this level of clearance will receive clearance by 31st March 2025.
- 18.5 Baseline Personnel Security Standard (BPSS) pre-engagement checks. The Supplier must conduct pre-employment checks, completing a Basic Check Verification Record (BCVR). A Basic Check is essential to formalise the checks into the background and

identity of individuals. Basic Checks are a pre-requisite to any security vetting. The MOD reserves the right to carry out their own BPSS checks.

- 18.6 Staff who have completed the relevant BPSS checks will be permitted access to Official Sensitive material on a need-to-know basis under supervision from a member of staff who has obtained at least CTC clearance.
 - 18.7 Prospective applicants must be asked to provide original documents to establish their security vetting position. The Supplier must not accept duplicates and photocopies of the original documents. The Supplier is responsible for checking the original documents and initiating any additional security checks required.
 - 18.8 The Supplier must conduct face-to-face interviews and verify the identity of applicants prior to their submission for engagement. This must be through photographic ID and checking of one of the following:
 - 18.8.1 Valid Passport (including front cover).
 - 18.8.2 Original Birth Certificate.
 - 18.8.3 Valid Driving Licence.
 - 18.8.4 Utility Bill to confirm address.
 - 18.8.5 P45; or
 - 18.8.6 Valid proof of Indefinite Leave to Remain (ILTR).
- and a copy must be created and verified.
- 18.9 The Supplier must obtain professional work references that indicate that the applicant is suitable for employment within a public sector environment and has a positive track record. The Supplier shall use its best endeavours to ensure that these references are relevant to each specialty in which the applicant may be placed. The references must be provided by the applicant's previous line managers (i.e., more senior staff at their previous employer/agency).
 - 18.10 Three years' employment details must be recorded to establish employment history.
 - 18.11 The Supplier must ensure verification of potential applicants' unspent criminal records via Disclosure and Barring Service (DBS) certification and / or disclosure Scotland certification where appropriate.
 - 18.12 The Supplier must ensure that the applicant accounts for any significant periods of time spent overseas.
 - 18.13 The Supplier must retain evidence of signed and dated declarations regarding unspent previous criminal convictions subject to the Rehabilitation of Offenders Act 1974 as amended by the Rehabilitation of Offenders Act 1974 Scotland (Exceptions) Order 1975 (Amendment) (Scotland) Order 2013, S.I. 2013/1198.
 - 18.14 A result of the Basic DBS disclosure check, including checks against both DBS barred lists, performed at recruitment, and remains valid throughout the duration of the Assignment. The following information is required:
 - 18.14.1 A copy of the original DBS Certificate sent to the applicant and signed & dated confirmation that the original document was seen.
 - 18.14.2 issue date of the DBS certificated.
 - 18.14.3 full name of the candidate.

- 18.14.4 level of check requested, including checks against both DBS barred lists.
- 18.14.5 position the certificate was requested for.
- 18.14.6 name of the employer.
- 18.14.7 name of the counter-signatory and position; and
- 18.14.8 Unique reference number of the disclosure certificate.
- 18.15 Copies of DBS certificates and accompanying documentary evidence of update service checks must be handled and retained in line with the DBS code of practice concerning the handling of DBS certificate information.
- 18.16 Where the applicant has registered for the DBS update service the Supplier must access this service in line with the DBS update service employer guide. DBS update service checks must be performed on a minimum of an annual basis. In the event of the applicant not registering for the service the DBS certificate shall be deemed to have expired one year following the issue date.
- 18.17 Where the applicant has registered for the DBS update service the evidence of the online check and candidate's registration number shall be retained in line with the DBS Code of Practice.
- 18.18 The Supplier shall interpret the DBS update service status check in line with the DBS update service Employer's Guide. In the event that the result is 'This DBS certificate is no longer current. Please apply for a new DBS check to get the most up-to-date information' the Supplier must not place the candidate until a new DBS check has been issued, reviewed, and copied by the Supplier.
- 18.19 Where applicable, a certificate of good conduct or overseas criminal record check ('Police check') conducted on the potential applicant who has entered the UK or has become resident in the UK (either temporarily or permanently) within the six (6) months immediately prior to recruitment must be obtained. The Police check obtained must not be more than three (3) months old at recruitment.
- 18.20 The Supplier shall note that the MOD may specify additional and / or alternative requirements to some, or all, the above requirements.
- 18.21 The Supplier shall note that the MOD may specify additional levels of security clearance before staff shall be permitted to undertake delivery of Services i.e., Counter Terrorism Clearance (CTC) or higher.
- 18.22 Costs for the above must be borne by the Supplier. The MOD accepts no liability for costs incurred in the process of obtaining such disclosure certification.
- 18.23 The MOD reserves the right to perform audits which may include checking compliance with the security requirements above and / or the additional requirements specified by the MOD and as mandated by HM Government.

19. DATA PROTECTION AND CYBER SECURITY

- 19.1 In order to meet this requirement, the Supplier will be receiving, storing, managing, and transmitting MOD Identifiable Information and Personal Data up to the classification UK OFFICIAL-SENSITIVE.
- 19.2 The Supplier must protect UK OFFICIAL and UK OFFICIAL-SENSITIVE material provided to, or generated by it, in accordance with the requirements detailed in:

- 19.2.1 the Security Conditions at Annex B to the Security Aspects Letter (SAL) at Annex 4 to Schedule 17 (MOD Terms).
 - 19.2.2 DEFCON 532B - Protection of Personal Data (where personal data is being processed on behalf of the Authority) listed in Annex 1 to Schedule 17 (MOD Terms).
 - 19.2.3 DEFFORM 532 - Personal Data Particulars at pages A1-1 to A1-3 of Annex 1 to Schedule 17 (MOD Terms).
 - 19.2.4 DEFCON 658 Cyber; and
 - 19.2.5 DEFSTAN 05-138 - Cyber Security for Defence Suppliers.
- 19.3 All information graded OFFICIAL-SENSITIVE sent between MOD and the Supplier must be transmitted using the Criminal Justice Secure Mail (CJSM) System to ensure that the data in transit is protected.
- 19.4 MOD have carried out a Cyber Risk Assessment for this requirement under Risk Assessment Reference 510921981 and the Cyber Risk profile is High. It is therefore mandatory for the Supplier to demonstrate that they hold Cyber Essentials Plus accreditation and that this accreditation is maintained throughout the whole service delivery period, including post-contract expiration for the management of run-off cases.
- 19.5 As per clause 7.3 of DEFCON 658, the Authority has absolute discretion to determine changes to DEFSTAN 05-138 or the Cyber Risk Profile or both and issue new or updated Cyber Security Instructions.
- 19.6 Secure by Design is part of a [wider Government initiative](#) to change how Government departments implement and manage cyber security, guided by the Cabinet Office and National Cyber Security Centre. As the cyber landscape is changing and constantly presenting new threats, MOD need to ensure the systems used to deliver Defence outputs and tasks are secure and resilient to cyber-attack.
- 19.7 To meet the MOD's Secure by Design requirement, immediately following Contract Award, the Supplier must provide the MOD's Secure by Design Team with the following Artefacts:
- 19.7.1 Cyber Risk Assessments:
 - 19.7.1.1 Explanation: Evaluations that are based on standards such as ISO27001 to identify and mitigate potential cyber security risks. The risk assessment that is mandatory for suppliers who are handling MOD information is the Defence Cyber Protection Partnership (DCPP) Cyber Risk Assessment.
 - 19.7.1.2 Details Required: Specific standards followed, scope of assessment, identified risks and mitigation strategies.
 - 19.7.2 Evidence of compliance with Standards (Outlined JSP's, DEFCON 658):
 - 19.7.2.1 Explanation: Documentation showcasing adherence to certain cybersecurity standards and regulations (JSP 440 Leaflet 5C - Secure by Design, JSP 892 - Risk Management, Defence Cyber Protection Partnership - DCPP)

- 19.7.2.2 Details Required: Completed self-assessments, compliance documentation, audit reports and any other relevant documentation.
- 19.7.3 Security Policies and Procedures (Incident Response Plans, Access Control Policies, Data Protection):
 - 19.7.3.1 Incident Response Plans: Actions to follow in the event of a cybersecurity incident.
 - 19.7.3.2 Access Control Policies: Rules for who can access what information.
- 19.7.4 Data Protection Policies: What measures are in place to protect sensitive data.
 - 19.7.4.1 Details Required: Full policy documents, procedures, any relevant training materials.
- 19.7.5 Audit/ Assessment Reports:
 - 19.7.5.1 Explanation: Reports from internal or external audits that assess cybersecurity measures.
 - 19.7.5.2 Details Required: Full audit reports, findings, and recommendations.
- 19.7.6 System and Network Diagrams:
 - 19.7.6.1 Explanation: Visual representations of the system and network architecture.
 - 19.7.6.2 Details Required: Diagrams showing all components, connections, and data flows within the system.
- 19.7.7 Cybersecurity Testing Documentation:
 - 19.7.7.1 Explanation: Records of tests conducted to evaluate cybersecurity measures e.g., vulnerability scans, penetration testing, phishing simulations, code reviews etc.
 - 19.7.7.2 Details Required: Test plans, results, and any identified vulnerabilities.
- 19.7.8 Cyber Risk Registers:
 - 19.7.8.1 Explanation: Logs of identified cybersecurity risks and their lifecycle management plan.
 - 19.7.8.2 Details Required: Descriptions of the risks, impacts and actions to mitigate them.
- 19.7.9 Configuration Management Plans:

19.7.9.1 Explanation: Any plans for managing system configurations to ensure security.

19.7.9.2 Details Required: Configuration baselines, change management procedures and documentation.

19.7.10 Change Management Records:

19.7.10.1 Explanation: Logs of changes that have been made to systems/ products, including security evaluations.

19.7.10.2 Details Required: Detailed records of changes, security impact assessments and approvals.

19.7.11 Training and Awareness Material:

19.7.11.1 Explanation: Education resources that have/ are being used for staff for cybersecurity practices.

19.7.11.2 Details Required: Training certificates, course materials and attendance records.

19.7.12 Certificates/ Accreditations:

19.7.12.1 Explanation: Official certifications of any cybersecurity standards compliance.

19.7.12.2 Details Required: Copies of certificates and accreditation documents.

19.8 The Authority will provide contact details for the Secure By Design Team at Contract Award.

19.9 If having reviewed the above Artefacts the MOD's Secure By Design Team find that the Supplier's systems do not meet MOD's Secure By Design requirement, the Authority will issue a request for a Rectification Plan (Joint Schedule 10). The Supplier must return a completed Rectification Plan within the specified timeframe, providing details of the action the Supplier will take to meet the Secure By Design requirement. If the Rectification Plan is rejected as not satisfactory, or the Supplier refuses to undertake any rectification action, this may be considered as a Material Breach of Contract and if so, will be managed in accordance with DEFCON 514 - Material Breach.

20. PAYMENT AND INVOICING

20.1 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

20.2 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

20.3 All Supplier fee invoices are to be made out to Ministry of Defence.

20.4 The Claims Administrator or other authorised individual may pay disbursement invoices on behalf of MOD, including VAT.

- 20.5 All Claims invoices are to be issued monthly and made out to Ministry of Defence c/o the Claims Administrator. All other invoices are to be issued to the relevant instructing area and addressed as instructed by that Team.
- 20.6 The relevant team will validate Supplier fee invoices on behalf of MOD, before sending them to the MOD for payment under MODs Contract Purchase and Finance System (CP&F) – Payment and Recovery of Sums Due - DEFCON 522.
- 20.7 The MOD requires the Supplier to maintain professional indemnity insurance to at least the minimum standard required by the Law society of Scotland.
- 20.8 The Supplier will ensure that they only receive payments through the correct agreement on CP&F. Payments via other methods i.e., electronic purchasing cards (ePC) will not be permitted under the contract.

21. CONTRACT MANAGEMENT

- 21.1 The Supplier must provide the MOD with a named account manager/client relationship manager to ensure that all the requirements of the Contract are met. The named account/client relationship manager will be the first point of contact for the Contracting Authority.
- 21.2 The Supplier must provide MOD with a named Commercial Officer who has the authority to agree amendments to the contract.
- 21.3 Both the account manager/client relationship manager and Commercial Officer must attend the biannual Contract Performance Review meetings.
- 21.4 The Supplier must cascade relevant 'lessons learnt' relating to the provision of general legal services/advice to MOD and litigation services to MOD.
- 21.5 Attendance at Contract Review and KPI meetings shall be at the Supplier's own expense.

22. LOCATION

- 22.1 The majority of the work will be conducted at the Suppliers own offices. The majority of meetings including Progress Contract Management and KPI meetings will take place virtually on MS Teams, at the Ministry of Defence, Main Building, Whitehall London SW1A 2HB, at another MOD site, or at the Suppliers site.

ANNEX A - SERVICE LEVELS

SL	Service Area	SL Description	Target
1	New Instructions	<p>Litigation</p> <p>In accordance with the agreed claims Allocation Protocols, which will be issued following contract award, the Claims Administrator, or GLD, will send legal proceedings to the Supplier by e-mail as soon as they are received. The Supplier must acknowledge receipt of the proceedings within 2 working days by e-mail and following acknowledgement undertake to produce a Preliminary Report in accordance with SL 7.</p> <p>The Claims Administrator will send their complete file of papers to the Supplier in electronic format, as soon as possible after receipt of proceedings.</p> <p>On receipt of a new case the Supplier will e-mail the Claims Administrator within 5 working days (or earlier if urgency requires) to acknowledge receipt and send copies of any documents which the Claims Administrator does not already have. When the case becomes litigated the Supplier is responsible for conducting any further investigations directly with the MOD as required, liaising with the Claims Administrator as appropriate. The Supplier may request additional information about the case and state the time within which this is to be provided by the Claims Administrator in order for the Supplier to provide a meaningful initial prognosis. Where information is requested by the Supplier to progress the matter, the Claims Administrator will provide this within the time specified by the Supplier, if it is reasonable.</p> <p>Except in cases which require more urgent action, the Supplier will prepare and send a Preliminary Report to the Claims Administrator within 20 working days of receiving papers for new instructions, the format of which is shown at SL7.</p>	95-100%
2	New Instructions	Pre-Litigation	95-100%

		<p>In cases where the Claims Administrator/MOD considers that there would be benefit instructing the Supplier to handle a case where no legal proceedings have been served the Claims Administrator will e-mail papers and instructions. Timelines in SL1 will then apply.</p> <p>It is anticipated this will be restricted to occasional major losses or incidents.</p>	
3	New Instructions	<p>Pre-Action Disclosure Applications (PADs)</p> <p>The Claims Administrator (or GLD) will send PADs to the Supplier by e-mail as soon as they are received. The Supplier must acknowledge receipt of the PAD within 2 working days.</p> <p>The Supplier must file a Notice of Acting with the Court in advance of any PAD Application Hearing.</p> <p>The Supplier must note and diarise the PAD Hearing Date and ensure compliance with any Directions contained in the PAD Order.</p> <p>The Supplier must review the PAD Application and consider whether the Application has merit or not, giving consideration to any CPR or Pre Action-Protocol requirements and timescales.</p> <p>If the PAD Application is merited, the Supplier must contact the Claimant/Applicant's Solicitor and attempt to agree an Order with a realistic and reasonable timetable (that can be complied with by MOD) and costs, with a view of avoiding the need and costs of any hearing.</p> <p>If the PAD is defensible and/or costs are in dispute, the Supplier must prepare any necessary statement and/or evidence to dispute the PAD/costs, and ensure the evidence is filed with the Court and served on the Claimant/Applicant's Solicitor as per any Directions and in advance of the hearing.</p> <p>The Supplier must identify the relevant documentation sought under the PAD Application and request the documentation from the relevant area/unit within MOD – and ensure compliance with any timetable and/or Court Directions.</p>	95-100%

		<p>The Supplier must, upon receipt of the documentation, review and redact (as necessary and in accordance with the MOD Military Personnel Records Redaction Guide at Appendix 1 to Annex A) and disclose the documentation to the Claimant/Applicant's Solicitors as per any Court Order.</p> <p>The Supplier must ensure the relevant costs are requested from the Claims Administrator and paid in accordance with any Court Order.</p> <p>The Supplier must provide a brief liability update to the Claims Administrator, following review and disclosure of the records.</p> <p>The Claims Administrator can instruct the Supplier to retain conduct of the claim. Otherwise, the Supplier (upon compliance of the Order and upon disclosure of the documents, payment of any costs and having provided a liability advice to the Claims Administrator) must close their file.</p> <p>In the event the Supplier is instructed after any PAD Hearing has already taken place and/or an Order has already been made, the Supplier must use its best endeavours to obtain any extension of time possible and/or ensure compliance with the Order as far as is realistically and reasonably practicable.</p> <p>In respect of both PAD and during the course of a managing a case, the Supplier can obtain and disclose any relevant documentation without referral to the Claims Administrator unless they contain restrictive markings or contain sensitive information.</p> <p>The Supplier is to adhere to the MOD Military Personnel Records Redaction Guide (Appendix 1 to Annex A)</p> <p>Copies of the disclosed documents must be provided to the Claims Administrator who will continue to manage the claim if not already litigated.</p>	
4	Communication	Written communication should be by e-mail.	95-100%

		<p>Other than urgent requests, any communication which requires a response will be replied to by the Supplier within 10 working days. Telephone/MS Teams calls to be returned the same or following day unless otherwise agreed.</p> <p>Urgent requests should be by telephone/MS Teams and followed up by e-mail.</p> <p>The Supplier must keep the Claims Administrator advised of all significant developments and will acknowledge correspondence within 5 working days of receipt. The Supplier must provide the Claims Administrator with a copy of significant correspondence received as well as an account of any significant telephone conversations and meetings.</p>	
5	Provision of Documentation	<p>The Supplier must make it clear to the Claims Administrator what instructions are required within 5 working days to enable the Claims Administrator to comply with the obligation to supply sufficient preliminary instructions to enable a Defence to be settled as provided for by this paragraph.</p> <p>For Information - the Claims Administrator will endeavour (as soon as reasonably practicable) and in any event within 10 days, to provide the Supplier with such information as the Supplier requires to enable them to advise and conduct the litigation. In particular, the Claims Administrator will endeavour to provide copy documents and information at least 5 days before the expiry of any time limit for compliance with an Order for disclosure or a Civil Procedure Rules (CPR) Part 18 Request for Further Information. In cases where MOD is the Defendant the Claims Administrator will supply sufficient preliminary instructions to enable a Defence to be settled at least 5 days before the time for serving such Defence has expired.</p>	90-100%
7	Preliminary Report	<p>Except in cases which require more urgent action, the Supplier will prepare a Preliminary Report within 10 working days and send to the Claims Administrator no later than 20 working days of receiving papers for new instructions.</p>	95-100%

		<p>Reports must provide a detailed analysis of the evidence and advice on legal liability and quantum using the following headings:</p> <ul style="list-style-type: none"> • Brief Synopsis • Procedural Position/Timetetable • Time-Bar • Liability Advice • Causation • Quantum • Claimant and Defence Costs • Reserve Recommendation • Case Strategy • Recommended Further Actions <p>In circumstances where it is not possible to be definitive, the reasons why must be stated and where further information is required, these are to be identified.</p> <p>In circumstances where sufficient detail is unavailable by the reporting deadlines set out above the Supplier must advise the Claims Administrator in writing and e-mail the date when the first report shall be available and the reason for the delay.</p> <p>The MOD/Claims Administrators express agreement should be sought before the Supplier proceeds in accordance with the strategy suggested in the prognosis letter (or any more detailed case plan) or any prognosis update letter unless the MOD/Claims Administrator has given instructions to the contrary in relation to a particular case or class of case.</p>	
8	Reserving	<p>Reserves must be recommended by the Supplier on a realistic assessment of the final outcome of the claim, including any allowance for contributory negligence and other factors that could influence the eventual outcome.</p> <p>The reserve must be clearly broken down into its component parts e.g.:</p> <ul style="list-style-type: none"> • General Damages • Past loss of earnings • Past Services • Future loss of earnings • Future Services 	90-100%

		<ul style="list-style-type: none"> • Recoverable Benefits • Claimant Costs • Defence Costs <p>Reserves must be reviewed on a monthly basis, updated on receipt of new information and continually monitored throughout the life of the claim.</p> <p>Any proposed change in reserve must be notified to the Claims Administrator for approval within 2 working days from receipt of new information.</p>	
9	Court Timetable	The Supplier must comply with the court timetable and lodge all legal documents timeously.	95-100%
10	Site Investigation	<p>If considered necessary for a particular case, and with the Claims Administrator's agreement, arrangements will be made by the Supplier for a full site investigation to be carried out to include locus inspection and interviewing witnesses etc.</p> <p>It is expected these will be outlined in the Supplier's Preliminary Report.</p>	N/A
11	Counsel	<p>Counsel should only be instructed once prior agreement has been sought by the Supplier from the Claims Administrator.</p> <p>Approved Counsel on the <u>Attorney General's panel</u> should be instructed.</p> <p>If advice from a King's Counsel (KC), or other Specialist is required and Counsel is not on the recommended MOD panel, this must be approved by the Claims Administrator. The Supplier must then follow the following referral process to obtain formal MOD agreement from MODs nominated contact:</p> <p>To secure the instruction of a non-panel Junior Counsel or a KC, the process is as follows: -</p> <p><i>The Supplier must complete the Nomination form (at Appendix 2 to Annex A) – setting out the brief background and nature of the claim and justification for the non-Panel/KC Counsel instruction (e.g., complexity, specialism etc...)</i></p>	95-100%

		<p><i>The Supplier must obtain GLD Deputy Director approval to request the instruction.</i></p> <p><i>The Supplier must send the completed form (with evidence of Deputy Director Approval) and a bio/CV of the nominee to nominations@attorneygeneral.gov.uk;</i></p> <p><i>Alternatively, the Supplier could send the form/CV to GLD, and request that GLD obtain Deputy Director approval and forward the nomination on to nominations@attorneygeneral.gov.uk;</i></p> <p><i>Approval is then granted, or not, to the Supplier.</i></p> <p>The Supplier must provide a report as soon as possible after the Counsel's conference. If substantive advice has been provided this must be summarised in a letter or note by the Supplier for the Claims Administrator within 7 working days.</p>	
12	Experts	<p>Experts should only be instructed once prior agreement has been sought by the Supplier from the Claims Administrator. The list is not exhaustive, but Experts include:</p> <ul style="list-style-type: none"> • Medical Experts • Accident Reconstruction specialists • Loss Adjusters • Employment specialists • Expert costs are treated as claim costs/disbursements. 	100%
13	Surveillance	<p>The need for any surveillance must be passed to the Claims Administrator, with supporting information. The Claims Administrator will provide details of the MOD contact to approve the request. The Supplier must ensure that the MOD contact completes the necessary legal and MOD approvals prior to instructing surveillance.</p> <p>Expert costs are treated as claim costs/disbursements.</p>	100%
14	Recovery	<p>Where necessary and with agreement of the Claims Administrator, the Supplier will pursue an appropriate recovery from third parties.</p>	100%

		The costs of recovery should remain proportionate to the amount being pursued.	
15	Hearing Dates	<p>The Supplier must notify the Claims Administrator of any significant dates no later than 5 working days after the Supplier becomes aware of the event, such as:</p> <ul style="list-style-type: none"> • Case Management Conference • Joint Settlement Meeting • Conference • Trial • Mediation <p>The Supplier must ensure a suitably qualified solicitor attends to represent MOD.</p> <p>The Supplier must notify the Claims Administrator about hearing dates no later than 5 working days of date of notification and agree with the Claims Administrator how all hearings will be dealt with and who will attend. The Supplier must attend or arrange for attendance at all hearings. Where Counsel has been instructed the person attending must take an appropriate note of the proceedings.</p> <p>The Supplier must notify the Claims Administrator of the outcome of any hearing by telephone/MS Teams, or e-mail within 24 hours. Where a written judgment is not handed down the Supplier must ensure that there is a clear manuscript note of any oral judgment and that, unless agreed with the client to the contrary, a transcript is ordered (where possible) within 7 days. Pending receipt of any transcript, the Supplier should prepare a typed note of the judgment based on the manuscript note, unless it is agreed with the MOD that this is not required.</p>	95-100%
16	Case Reviews/Updates	<p>The Supplier must maintain a case diary system to ensure all claims are reviewed at least monthly.</p> <p>A written update is to be provided to the Claims Administrator at least three months from the previous update, unless otherwise agreed on specific cases.</p>	95-100%

17	Compensation Recovery Unit (CRU)	<p>The Supplier must assume responsibility for updating CRU once instructed.</p> <p>New Certificates of Recoverable Benefits must be obtained upon expiry of the current Certificate.</p> <p>Reserves and Settlement must take account of recoverable benefits and National Health Service (NHS) charges.</p> <p>Once settlement is agreed the Supplier will advise the Claims Administrator of the amounts to be paid to CRU and confirm settlement details to CRU.</p>	100%
18	Settlement/ Delegated Authority	<p>All settlement offers and admissions of liability recommended by the Supplier must be approved by the Claims Administrator or referred to MOD if the settlement offer exceeds the Claims Administrator's delegated authority of £500k.</p> <p>In appropriate cases, the Claims Administrator may give a limit of settlement authority to allow the Supplier to negotiate up to that limit.</p> <p>All settlement offers must take account of any Armed Forces Compensation Scheme (AFCS) award payable. In cases where an AFCS award has been paid damages must be abated to reflect this and the Veterans Agency notified of settlement within 2 weeks of settlement.</p> <p>Where damages are estimated at £2M or above the Supplier must notify MOD at least 10 working days in advance of settlement as a submission is required to be made to Minister and MOD's Permanent Secretary for approval.</p> <p>The Supplier has no delegated authority and authority must be obtained from the Claims Administrator. Any cases above £500K must be referred to MOD for approval before liability or a settlement offer is made.</p> <p>The Claims Administrator is obliged to advise and seek authority from MOD on appropriate cases.</p>	95-100%

		<p>The Supplier should normally allow 10 days for the Claims Administrator to respond to recommendations or approvals.</p> <p>The Supplier must provide a written explanation if urgent instructions are required because the Supplier failed to meet any aspect of this Service Level document.</p>	
19	Claimant Costs	<p>The Supplier has authority to prepare and lodge Costs Budgets which have received the approval of the MOD/Claims Administrator. A copy must be sent to the Claims Administrator.</p> <p>All claimant costs settlements recommended by the Supplier must be approved by the Claims Administrator.</p> <p>On appropriate cases, the Claims Administrator may give a limit of settlement authority to allow the Supplier to negotiate up to that limit.</p> <p>Pre-Actions Disclosure applications only – The Supplier may negotiate claimant costs to a limit of £2,500 without prior referral to the Claims Administrator.</p> <p>Where an Order is made for payment of costs in favour of the MOD, the Supplier must obtain the MOD's instructions, unless the MOD has provided standing instructions to cover such an eventuality, before taking steps to recover costs.</p> <p>Where the Claims Administrator gives instructions to recover costs, the Supplier must take immediate steps to agree the costs and/or to commence the assessment process.</p> <p>Where adverse costs are claimed against the MOD, the Supplier must notify the Claims Administrator of this and must notify the MOD of the sum being claimed within three working days of being informed of the amount by the party in whose favour the costs have been awarded or of any Court Order or decision fixing the same. When the amount in dispute is the subject of future assessment by the Court, the Supplier must seek instructions from the Claims Administrator that the case may be referred to the Suppliers costs team or external costs consultants in an appropriate case.</p>	95-100%

		Any costs awarded against the MOD will be payable directly by the MOD through the Supplier. The Supplier must notify MOD of the amount required requesting payment by BACS payment into the Suppliers cash account within 7 days to avoid any interest charges accruing.	
20	Court Documents	<p>The Supplier must sign and lodge court documents, including Defences, Costs Budgets and Counter Schedules in accordance with legal timelines.</p> <p>The Supplier must ensure the appropriate MOD representative signs any Disclosure Statements. The Supplier should be prepared to provide advice to the person responsible for searching for relevant documents and encourage them to sign the Statement of Truth should documents not be found.</p>	100%
21	Fees	<p>All Supplier invoices are to be issued monthly and made out to Ministry of Defence c/o the Claims Administrator.</p> <p>The Claims Administrator will validate invoices on behalf of MOD, before sending them to the MOD for payment under MODs Contract Purchase and Finance System (CP&F) – Payment and Recovery of Sums Due - DEFCON 522.</p> <p>The Invoice must show:</p> <ul style="list-style-type: none"> • the period it covers. • time recorded by each solicitor with hourly rate applied; and • details of any disbursements <p>A final invoice should be sent within 20 working days of all aspects of the claim being finalised. It must be clearly marked Final Invoice.</p> <p>Suppliers will not charge for quality control, supervision, or internal communications.</p>	100%
22	File Closure	Where a case is otherwise ready for closure, the Supplier must review the case to identify any issues such as lessons learnt, or precedents established which need to be communicated to MOD in writing. Unless there is an agreement to the contrary, the Supplier must also, unless it is considered inappropriate	95-100%

		to do so due to the nature and/or circumstances of the case, write a file closure letter to the Claims Administrator to provide a report to the Claims Administrator on the outcome and to explain any further action that the Claims Administrator is required to take in the matter and what (if anything) the Supplier will do. The Supplier must also account to the Claims Administrator for any outstanding money, return to Claims Administrator any original documents to be held in accordance with MODs file retention policy.	
23.	Internal Quality Audits	Internal quality audits must be undertaken on a regular basis to determine whether quality procedures in accordance with ISO9001 as agreed with the Contracting Authority where applicable, requirements are being followed in practice, account for variations from procedures, identify areas of the firm that do not comply with procedures, identify weakness in present procedures and make improvements. Every quality procedure and member of staff must be audited at least annually. Accreditation certification to be shared with MOD on renewal throughout the life of the Contract (including completion of run off cases).	100%
24	Complaints	<p>Where a difference or dispute arises between the MOD and the Supplier concerning any matter dealt with which is not resolved between the individuals concerned and their respective line managers, it will be referred for discussion and resolution to the relevant Senior Civil Servant (SCS) Officer for the MOD and the Client Care Manager for the Supplier. It will also be referred to the MOD Commercial Team.</p> <p>Any complaint by either the MOD or the Supplier about the performance of an Officer of the other body below SCS level will in the first instance be raised with the relevant SCS Officer for the MOD and the relevant Partner for the Supplier. It will also be referred to the MOD Commercial Team.</p> <p>Where the Supplier is instructed to advise or act for another body whose interests may conflict with the MOD, the Supplier must not take any action and must immediately inform the relevant MOD contact and the MOD's Commercial team as this may lead to a breach</p>	N/A

		of the Conflict of Interest (COI) condition of the contract.	
25	MOD Data Library	The Supplier must, over the term of the contract, populate and maintain a library of information relevant to support the handling/defence of MOD litigated claims, such as asbestos reports, noise surveys etc. An index is to be made of this information, the index list and MOD documents should be stored electronically and made available to MOD upon request. The index list and electronic document suite must be transferred by the Supplier, in accordance with the Exit Plan detailed in Call Off Schedule 10, to any new legal services Supplier contracted by the MOD to manage litigated claims brought against the MOD upon contract expiry.	100%
	Update to Claims Administrator	A written update is to be provided to the Claims Administrator at least three months from the previous update, unless otherwise agreed on specific cases. The first update report of be provided by 10 th Dec 2024 for the period 10 th Sept 2024 to 30 th Nov 24 and to follow every three months.	100%
	Value Report	Value Report - The Supplier to send a report to the MOD every six months of the Suppliers assessment of how value for money for the legal services delivered has been demonstrated. This should include any new ways of working/efficiencies introduced.	100%

Appendix 1 to Annex A

Military Personnel Records Redaction Guide

This document provides a general guide of the type of information that is required to be redacted where there is a requirement to share a claimant's Personnel file with a third party.

Not To Redact	Redact
	All Service Numbers except subject
Any reporting officer, first, second, etc, details on CRs/ARs (SJARs/OJARs).	
The soldiers and commanding officers' details in the AFB 6848 Certificate of Amendment to Terms of Service.	
Public figures, i.e., Secretary of State, etc, as this information is already in the public domain.	
Soldier's personal details, ID, witness statements from the data subject, attestation and discharge documentation, official secrets act and also marriage certificates.	
	If any correspondence is not addressed/copied to the individual, third party details, contact details/address blocks, must be redacted.
	Profanity – foul language.
	Third party details, i.e., other trainees on course results, other service person on bulk posting orders, or any other list of people, letters etc.
	Any documentation which clearly states 'not for disclosure' must be removed from the copied bundle.
	If file relates to an individual who was discharged pre 1974 there is no need to redact except for Army service numbers. (If the person's service continues after 1974 the full file to be redacted as normal.)
Documentation pre-2007.	If documentation is pre 2007 there is no need to redact phone numbers, email addresses, etc.
	Assignment/Posting Orders/Letters – name and service number (vice) must be redacted.

Not To Redact	Redact
	Security Clearance Certificates - these can be released, even those that say, "Do Not Copy." Do NOT release any DVA notifications of posting restrictions.
	DPRs/B200s/Record of Service Prints/JPA or any document containing convictions/disciplinary information, this has to be redacted.
	Emails after 2007 – Name, rank, role, Salutation e.g. Dear Colonel Tom, Hi Jane. Subject heading – Third party name and numbers. Body of email - Third party details names, service numbers. Sig Block – name, rank, role, mobile telephone number.
	Letters – third party information in body of letter, mobile numbers.

Even if a page/document has been completely redacted, a copy of the redacted document must still be released to the requestor. This still stands even if the information is reflected in other documentation within the disclosure.

Appendix 2 to Annex A – Nomination Form (Off Counsel Panel)



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Annex B - Key Performance Indicators (KPIs)

KPI	KPI Description	Metrics Description
1	<p>DELIVERY To achieve 'Value For Money' in contract delivery via, the Supplier shall provide evidence of (including but not limited to):</p> <ul style="list-style-type: none"> - Cost reductions - Continuous Improvement - Effective case management - Minimising MODs legal costs - Maximising recoveries - Implementing cost-saving measures (including but not limited to free legal advice as per Framework Schedule 6) 	<ul style="list-style-type: none"> - Good (95-100%): Demonstrates good evidence of continuous improvement and efficient processes, with a view to achieving cost savings. - Approaching Target (90-94.99%): Demonstration of evidence of continuous improvement and efficient processes with a view to achieving cost savings. - Requires Improvement (85-89.99%): Limited evidence of continuous improvement and efficient processes with a view to achieving cost savings. - Inadequate (<85%): Lack evidence of continuous improvement and efficient processes with a view to achieving cost savings.
2	<p>DELIVERY To ensure accurate allocation of reserves by, (including but not limited to):</p> <ul style="list-style-type: none"> - Reasoning behind the level of allocations in accordance with judicial guidelines - Evidence of processes to monitor and audit reserves and update in line with most recent information - Alerting the Authority to significant changes in reserve amounts 	<ul style="list-style-type: none"> - Good (95-100%): Accurately allocates reserves with clear reasoning and regular updates. - Approaching Target (90-94.99%): Close to meeting accuracy and update targets. - Requires Improvement (85-89.99%): Falls slightly below accuracy and update targets. - Inadequate (<85%): Significant deviations from accuracy and update expectations.
3	<p>DELIVERY The Supplier shall meet the Service Levels (SLs), as listed within Call-Off Schedule 20, Annex A. Each of the SLs are to be scored in accordance with the target. Each SL target score is to be reported along with an overall average.</p>	<ul style="list-style-type: none"> - Good (90-100%): Meeting the target SLs according to Annex A - Schedule 20. - Approaching Target (85-89.99%): Close to meeting the target SLs according to Annex A - Schedule 20. - Requires Improvement (80-84.99%): Falls slightly below meeting the target SLs according to Annex A - Schedule 20. - Inadequate (<80%): Significant non-compliance with the target SLs according to Annex A - Schedule 20.

KPI	KPI Description	Metrics Description
4	<p>DELIVERY</p> <p>The Supplier shall provide MI on litigation case data to the Commercial Management Team monthly. This is to be provided by the 5th working day of each calendar month. The MI is to include all information laid out in section 8.3 and 8.4 of this document.</p>	<ul style="list-style-type: none"> - Good (95-100%): Comprehensive and accurate MI reporting delivered by the fifth working day of each calendar month. - Approaching Target (90-94.99%): Close to meeting reporting targets. - Requires Improvement (85-89.99%): Falls slightly below reporting targets. - Inadequate (<85%): Significant delay and lack of accurate data in MI reporting.
5	<p>COMMERCIAL</p> <p>The Supplier must provide reporting information quarterly on disbursement payments to Subcontractors (e.g., specialists, experts, professionals, etc.), ensuring that valid invoices are paid to Subcontractors within thirty (30) days, in accordance with DEFCON 534 (Call-off Schedule 17 (MOD Terms)).</p>	<ul style="list-style-type: none"> - Good (98-100%): Timely payment of valid invoices to subcontractors within 30 days. - Approaching Target (95-97.99%): Close to meeting payment targets. - Requires Improvement (90-94.99%): Falls slightly below payment targets. - Inadequate (<90%): Significant delays in subcontractor payments.
6	<p>SOCIAL VALUE</p> <p>The Supplier must provide a quarterly report detailing the activities undertaken against their commitment to deliver Social Value within the priorities of tackle workforce inequality and improve diversity and improve health and wellbeing.</p>	<ul style="list-style-type: none"> - Good (95-100%): Comprehensive evidence of progress against Suppliers' commitment to provide SV through economic inequality, wellbeing, and equal opportunity. - Approaching Target (90-94.99%): Evidence of progress against Suppliers' commitment to provide SV through economic inequality, wellbeing, and equal opportunity. - Requires Improvement (85-89.99%): Limited evidence of progress against Suppliers' commitment to provide SV through economic inequality, wellbeing, and equal opportunity. - Inadequate (<85%): Lack of evidence of progress against Suppliers' commitment to provide SV through economic inequality, wellbeing, and equal opportunity.