

Call-Off Schedule 20 (Call-Off Specification)
Call-Off Ref:
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3. Required expertise

3.1 The Supplier should be able to provide advice from Partners or senior lawyers who hold a practising certificate in England and Wales or an equivalent practising certificate from the jurisdiction in which they are based.

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

- I. Handling offensive and defensive trade disputes at the WTO in relation to matters arising under the Anti-Dumping Agreement, the Agreement on Subsidies and Countervailing Measures, and the Agreement on Safeguards.
- II. The conduct of trade remedy investigations and reviews of existing trade remedy measures. Technical assessments conducted by a trade remedy authority during an investigation to establish conditions for imposing or extending a trade remedy measure have been met.
- III. Application of rebalancing measures under the Agreement on Safeguards
- IV. Compliance obligations at the WTO under Article 21 of the DSU in relation to matters arising under the WTO Agreements.

4. Length and value of contract

4.1 The Supplier will be expected to have the capacity to and availability to provide legal services as soon as the Contract is entered into.

4.2 The Contract will be awarded for 12 months, for a maximum contract value of £400,000 over this period, with the option for the contract to be terminated earlier in accordance with clause 10.3.2 of the RM6183 Core Terms should the service no longer be required.

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

5. Security and conflicts of interest

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

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

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

5.3 The Supplier must also notify the Buyer of any actual and potential Conflicts of Interest (CoI), and ways of managing these, including on an ongoing basis in accordance with the terms of the Contract. In particular, the Supplier should not accept instruction from other WTO Members or other interested private parties, in relation to matters pertaining to the UK trade remedy framework.

5.4 For the avoidance of doubt, it shall be a Conflict of Interest for an individual to accept instructions from China, Russia, Argentina, the US, Canada, India, Belarus, Egypt, Korea, Morocco, Iran, Indonesia, Turkey, Ukraine or any other Third Country in relation to any matter on which the individual has advised the Buyer on behalf of the Supplier under this Legal Services Contract. It shall also be a Conflict of Interest for an individual to accept instructions from domestic industry, exporters, importers or any other interested party in UK trade remedy investigations or in relation to any other matter on which the individual has advised the Buyer on behalf of the Supplier under this Legal Services Contract.

5.5 Where the Conflict of Interest or Potential Conflict of Interest relates to a Subcontractor, the Supplier shall notify the Buyer of the Conflict of Interest and the steps that are being taken to manage such COI in accordance with the terms of the contract. The Buyer may ask the supplier to ensure the Subcontractor puts in place such steps as the Buyer considers reasonable to ensure that such COI is being appropriately managed. 5.4If the Buyer is not satisfied that the COI is being appropriately managed the Buyer may request the termination of the Sub-contract in question in accordance with clause 10.7 of the RM6183 Core terms or exercise any other right it may have under the Contract.

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

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

6. Indicative timescales

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- 6.1 The Buyer expects external legal advice to be available as soon as the contract is entered into. The Supplier will be required to be available to answer Urgent and Non-Urgent Commissions from the Call-Off Start Date. Although the exact Commissions cannot be confirmed in advance, the examples within section 1 above provide detail on the expected style of Commissions and support needed.
- 6.2 The Buyer expects Commissions to be commissioned through a SPOC, by email, with a chance to clarify questions and discuss what is feasible in the time available by phone or email. The SPOC will be responsible for managing Commissions and dispersing information to the relevant lawyers with expertise.

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

Commissioning template

Part 1: Commissioning		
Type of commission: URGENT / NON-URGENT		
Brief	<i>Outline of the brief being commissioned, referring to additional appendices if required</i>	
Commission submitted	<i>HH:MM DD/MM/YYYY</i>	
Advice needed by	<i>HH:MM DD/MM/YYYY</i>	
Notice period for cancellation	[To be defined for each Commission]	
Estimated personnel costs (add additional rows where necessary)		
Name and role of personnel <i>e.g. Joe Bloggs, Partner</i>	Estimated time required <i>(days/hours) and rate to be applied (hourly/daily/)</i>	Estimated cost
		<i>£XX.XX</i>
		<i>£XX.XX</i>
		<i>£XX.XX</i>
Total estimated cost		<i>£XX.XX</i>
Supplier comments on the Commission	<i>Any comments on the Commission or explanation regarding the choice of personnel to deliver the brief.</i>	
Commission accepted by authorised Supplier approver		<i>Sign, date and time</i>
Estimated costs accepted by authorised Customer approver		<i>Sign, date and time</i>
Part 2: On Commission completion		
Advice submitted	<i>HH:MM DD/MM/YYYY</i>	
Actual personnel costs (add additional rows where necessary)		
Name and role of personnel <i>e.g. Joe Bloggs, Partner</i>	Actual time spent on brief <i>(days/hours) and rate applied (hour/day)</i>	Actual cost

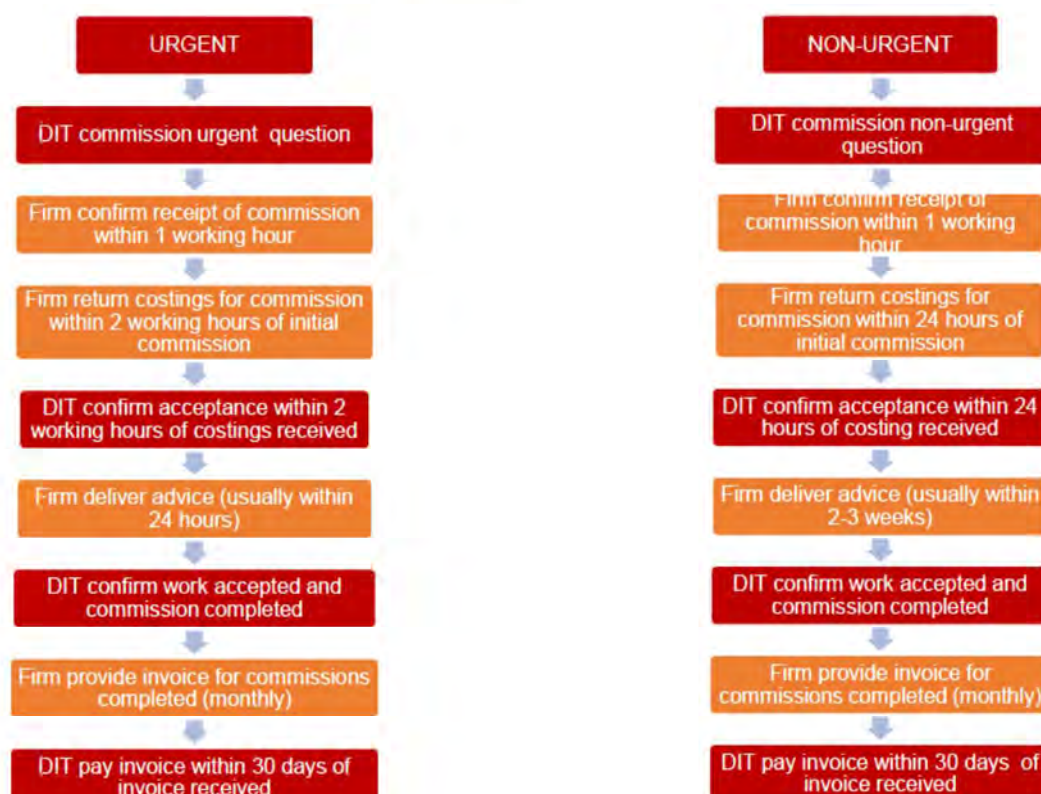
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		£XX.XX
		£XX.XX
		£XX.XX
Total actual cost		£XX.XX
Explanation of variance from estimated cost	Brief overview of any variance from estimated cost e.g. additional staff being required, hourly rate being applied rather than daily rate as work was completed in less time etc.	
Part 3: Confirmation of acceptance		
Advice received on time	Yes/No	
Advice of required quality	Yes/No [include comments where appropriate]	
DIT acceptance of Commission	Sign, date and time	

Commissioning and acceptance process





Core Terms

1. Definitions used in the contract

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

2. How the contract works

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

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

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

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

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

3. What needs to be delivered

3.1 All deliverables

3.1.1 The Supplier must provide Deliverables:

- that comply with the Specification, the Framework Tender Response and, in relation to a Call-Off Contract, the Call-Off Tender (if there is one)
- to a professional standard
- using reasonable skill and care
- using Good Industry Practice
- using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract
- on the dates agreed
- that comply with Law

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

3.2 Goods clauses

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

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

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

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

Working Days of Delivery.

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

3.3 Services clauses

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

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

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

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

4 Pricing and payments

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

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

4.3 All Charges and the Management Charge:

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

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

4.5 A Supplier invoice is only valid if it:

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

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

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

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

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

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

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

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

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

5. The buyer's obligations to the supplier

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

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

5.2 Clause 5.1 only applies if the Supplier:

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

6. Record keeping and reporting

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

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

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

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

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

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

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

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

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

7. Supplier staff

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

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

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

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

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