

Call-Off Schedule 10 (Exit Management)

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6. Termination Assistance Period

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

7. Obligations when the contract is terminated

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

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

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

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

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

8. Assets, Sub-contracts and Software

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

- 8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or
- 8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.

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

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

8.2.2 which, if any, of:

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

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

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

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

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

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

9. No charges

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

10. Dividing the bills

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

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

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

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

Call-Off Schedule 14 (Service Levels)

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Call-Off Schedule 14 (Service Levels)

1. Definitions

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

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

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

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

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

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Part A: Service Levels Table

Service Level Number	Service Level Performance Criterion	Key Indicator	Key Indicator Monitoring	Service Level Thresholds		Service Credit for each Service Period
1	Commission Cost Estimate response time	Commission cost estimates provided within 2 hours for Urgent Commissions and 48 hours for Non-Urgent Commissions.	Cost Estimate receipt recorded on Commissioning Template. Supplier to report on performance quarterly	Good Target	90%	NOT USED
				Approaching Target Threshold	85%	
				Requires Improvement Threshold	75%	
				Inadequate Threshold	<75%	
2	Commission Delivery on time	Delivery of advice by the agreed deadline for all Commissions.	Commission delivery date and time recorded on the Commissioning Template. Supplier to report on performance quarterly.	Good Target	100%	
				Approaching Target Threshold	95%	
				Requires Improvement Threshold	85%	

Framework Ref: RM6183

Project Version: v1.0

Model Version: v3.1

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

Framework Ref: RM6183

Project Version: v1.0

Model Version: v3.1

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4B	Commission cost estimates revisions not to exceed 10%.	Initial Commission cost estimates are not revised by greater than 10% during the course of the Commission.	Cost estimate revisions are recorded on the Commissioning Template	Good Target	100% of commissions not revised by more than 10%.	
				Approaching Target Threshold	95% of commissions not revised by more than 10%.	
				Requires Improvement Threshold	90% of commissions not revised by more than 10%.	
				Inadequate Threshold	<90% of commissions not revised by more than 10%.	
5	Quality of advice	Clear, accurate, and well-structured written work alongside clear and frequent communication methods, thorough research	An assessment will be made for each Commission which will be discussed at each fortnightly call, and concerns raised by the DIT	Good Target	100%	
				Approaching Target Threshold	95%	

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		and use of GLD risk guidance where requested. Clear and accurate delivery of any oral submissions made during arbitration proceedings.	Contract Manager if quality does not meet the required standard.	Requires Improvement Threshold	85%	
				Inadequate Threshold	<85%	
6	Social Value	Bi-annual reporting by the Supplier to the Buyer of the Supplier's initiatives, and where relevant those of companies within the supply chain, under the contract to identify and tackle inequality in employment, skills and pay in the contract workforce.	Social Value report to be submitted by the Supplier to the Buyer at every other quarterly performance review. The report must include <ul style="list-style-type: none"> • Number of new initiatives launched. • Number of existing initiatives enhanced. • Total initiatives and details of their performance. • Number of initiatives launched or enhanced as a result of this contract. 	Good Target	100%	
				Inadequate Threshold	<100%	

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Part B: Performance Monitoring**1. Performance Monitoring and Performance Review**

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

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2. Satisfaction Surveys

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

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

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

1. Definitions

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

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

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

2. Project Management

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

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

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

3. Role of the Supplier Contract Manager

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

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

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

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

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

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

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

4. Role of the Operational Board

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

5. Contract Risk Management

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

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Annex: Contract Boards

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

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

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Call-Off Schedule 20 (Call-Off Specification)
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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.

Legal Services in relation to tariffs applied to UK steel and aluminium products and derivatives.

Please note: The Supplier must treat all information included within this Specification of Requirements in strict confidence.

The Buyer, the Department for International Trade (DIT), has overall responsibility for developing, coordinating and delivering trade and investment policy for the UK, including representing the UK in negotiations with Members on issues arising out of the WTO Agreements.

The purpose of this specification is to set out the scope of the Services that the Supplier shall provide. All capitalised terms used in this Specification of Requirements shall have the meaning given to them in the Contract.

1. Requirement

- 1.1 The Buyer requires external legal services to support it in relation to negotiations with the US concerning the application of additional tariffs to UK steel and aluminium product and derivatives.
- 1.2 Although the scope of each task, exact questions and format of response cannot be confirmed in advance, the Buyer anticipates that legal advice or assistance will be required in a number of different formats and timescales. This may include a need for advice to be delivered in person, by telephone, in tele-conference or in writing. Written advice may be required by e-mail or through written memoranda. The list below provides examples of the type of legal advice or assistance that may be required.

Anticipated format	Scenario	Examples	Anticipated timescale
Written legal advice	The Buyer may require advice on the best negotiation strategy which the UK can run, and on UK and US proposals as they are developed. The Buyer may also require advice on the text of any agreement as it evolves, and on follow up questions as to the WTO-consistency of the	Example 1: In preparation for negotiations, the Buyer may seek advice on the feasibility of a particular negotiating position. Example 2: What have the US previously agreed to in respect of s.232 measures,	To be agreed in advance of commissioning (e.g. within a month).

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	agreement, should such questions arise. Advice will need to use GLD risk guidance and be provided in a format intelligible to policy officials and ministers.	e.g. in previous negotiations? Example 3: Are there any legal, linguistic or formatting inconsistencies in the negotiated or proposed text? Example 4: What, if any, WTO issues are raised by a particular US proposal?	
Document review	The Buyer may require assistance with reviewing documents relevant to the negotiations and with document management where sensitive documents are concerned.	Example 5: Supplier to review or draft any text prepared for a negotiation round.	To be agreed in advance of commissioning.
Analytical support	The Buyer may require relevant analytical support during the course of negotiations, and potentially at the pre-negotiations stage.	Example 6: Analytical assessment of the appropriate level of retaliatory measures. Example 7: Other analytical queries that may emerge during the negotiations.	To be agreed in advance of commissioning. Could require urgent assistance.
In person meetings/ consultations	The Buyer may require in person meetings/consultations to discuss the negotiations.	Example 8: Supplier to host a meeting with key officials from the Buyer to discuss the merits of any proposals and to field questions	To be agreed in advance of commissioning.
By phone, on-line teleconference and/or email	During (or immediately prior to) negotiation rounds the Buyer may require the Supplier to offer legal advice over the phone and by email, often at short notice. We expect the Supplier to be able to respond to short turnaround times during negotiations.	Example 9: During a negotiation round, the Buyer may ask for advice relating to a textual amendment to any draft agreement proposed by the US. The Buyer would expect the Supplier to provide advice on the legal meaning of the change and how it would impact the UK's original objective. Example: During (or prior to) a negotiation round, the Buyer may seek to understand better the implications for the US of accepting a measure	Within a very short turnaround time e.g. within 24 hours (in some cases this may be within less than 24 hours).

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		proposed by the UK – considering its impact on their current domestic legislation or existing international obligations on the part of the US.	
By phone, on-line teleconference and/or email	Following conclusion of the negotiations the Buyer may require the Supplier to review the text of any final agreement. We expect the Supplier to be able to respond to short turnaround times in order to prepare the text for signature.	Example 10: Following conclusion of the negotiations and prior to signature of any agreement the Buyer may ask the Supplier to review the text or certain sections or provisions of any negotiated text. The Buyer may also ask the Supplier to respond to any post-negotiation changes proposed by the US.	Within a short turnaround time e.g. within 48 hours (in some cases this may be within 24 hours).

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

- a. **Urgent Commission** means a Commission where advice is likely to be required within a very short turnaround, likely to be within 24 hours or less
- b. **Non-urgent Commission** means a Commission where advice is likely to be required within a longer timeframe, likely to range from 1 to 3 weeks, depending on the commission.

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

1.4 Follow up briefings and Q&A may also be required in respect of a Commission, at the discretion of the Buyer. These will be discussed with the Supplier and timeframes agreed.

1.5 In order to successfully deliver the above requirements, the Supplier must deploy their team and resources efficiently and effectively when working with UK Government officials. The Supplier will work seamlessly with any Subcontractors to ensure that work is managed smoothly, avoiding any duplication of work.

2. Commissioning and acceptance process

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

- a) The Buyer will send a Commission in the form of commissioning template in Annex 1 (the "Commissioning Template") to the Supplier's single point of contact (SPOC).

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- b) The SPOC should confirm receipt of the Commission within 1 working hour in all cases. If the request is an Urgent Commission, the Supplier should revert back with estimated costings for the Commission within 2 working hours from the receipt of the initial Commission, if the request is a Non-urgent Commission the Supplier should revert with estimated costings within 48 hours. The Supplier should be aware that the team could expect to be working in different time-zones, including but not limited to Eastern Time (ET). The Buyer will provide as much notice as possible of this. Expected working hours are 9am-5.30pm (GMT), but are subject to change. Where possible advance notice of a change of expected working hours will be provided by the Buyer.
- c) The Buyer will review the Supplier's response to the Commission, and subject to the Buyer's approval, sign the Commissioning Template to approve the estimated cost and return this to the Supplier within 2 working hours of receipt of the estimated costings for an Urgent Commission, and 24 hours of receipt of the estimated costings for a Non-urgent Commission.
- d) Supplier commences work on the Commission.
- e) Supplier provides the Buyer with the outputs required within the timescales specified in the Commissioning Template along with completing the second part of the Commissioning Template providing a breakdown of the actual time and costs to deliver the Commission. Any variance from the estimated cost should be described and any increase in costs agreed with the Buyer in advance in accordance with (h) below.
- f) The Buyer will notify the Supplier SPOC of any concerns on quality or completeness of advice or cost. If there are no disputes between the Buyer and the Supplier, payment will be made within 30 days of receipt of a satisfactory invoice.
- g) Supplier invoices monthly in arrears for all completed Commissions. The Buyer will pay invoices within 30 days of receipt of an undisputed invoice.
- h) There is an expectation that cost estimates provided by the Supplier will be as accurate as possible and cost estimates provided by the Supplier will be treated as a Capped Price. If the Supplier becomes aware during the course of delivering the Commission that significant additional costs will be required (e.g., increasing the number of personnel working on the Commission, junior personnel being replaced by senior personnel or a substantial increase in the hours/days required to deliver the Commission) which may exceed this Capped Price they will notify the Buyer immediately by resubmitting the Commissioning Template and seek re-approval for the increase in cost before it is incurred. The Supplier will be liable for any costs that exceed the Capped Price that have not been pre-agreed with the Buyer.

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

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

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

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

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

3. Required expertise

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

- i. WTO law on trade remedies;
- ii. conducting litigation under the Dispute Settlement Understanding ('DSU') relating to disputes on safeguards and/or other trade remedies agreements, including settlement negotiations or negotiations over mutually agreed solutions in respect of such cases;
- iii. exploring settlement arrangements related to the suspension and/or termination of retaliatory tariffs;
- iv. US trade law, in particular regarding negotiations on US measures adopted pursuant to s.232 of the Trade Expansion Act of 1962;
- v. international trade law and environmental issues;
- vi. advising on trade law in the steel or aluminium sectors, including related issues that may arise;
- vii. undertaking econometric analysis in the international trade context.

4. Length and value of contract

4.1 The Supplier will be expected to have the capacity and availability to answer questions as soon as the Contract is awarded, although it should be noted that the Supplier may not be immediately commissioned to provide advice.

4.2 The Contract will be awarded for 12 months, for a maximum contract value of up to £400,000 over this period. There is also the option for the Contract to be terminated earlier in accordance with its terms should the service no longer be required.

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

Call-Off Schedule 20 (Call-Off Specification)
Call-Off Ref:
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5 Security and conflicts of interest

- 5.1 The Buyer requires the Supplier and any Subcontractors 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. The Supplier must ensure they safeguard UK sensitive information and advice. In particular, the Supplier must address security with any Subcontractors working on this project including secure transfers, teleconferences, file storage and more.
- 5.2 The Buyer may require the Supplier to carry out tasks involving information classified by the Government as 'Sensitive'. The Supplier must implement measures as agreed with the Buyer in order to ensure that information is safeguarded in accordance with the applicable HMG Standards and the Buyer's policy & 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.
- 5.4 For the avoidance of doubt, it shall be a COI for a Supplier or a Subcontractor to accept instructions from the central or regional governments or their agencies of any states, including but not limited to the US, in relation to any matter on which the Supplier or Subcontractors have advised or may advise the Buyer under this Contract, or any related matter. It shall also be a COI for a Supplier or a Subcontractor to accept instructions from domestic or international steel or aluminium industry, exporters, importers, or any other interested party, in relation to the US' s232 tariffs or in relation to any other matter on which the Supplier or a Subcontractor have advised or may advise the Buyer under this Contract.
- 5.5 Where the COI or potential COI relates to a Subcontractor, the Supplier shall notify the Buyer 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. If the Buyer is not satisfied that the COI is being appropriately managed, the Buyer may request the termination of the Sub-contract in question in accordance with clause 10.7 of the RM6183 Core terms or exercise any other right it may have under the Contract.
- 5.6 For the avoidance of doubt, discussion of this Contract, and the Services provided under it with officials of any other government or international organisation would be a material Default of clause 15 (Confidentiality) of the Contract, and the Buyer may terminate the Contract in accordance with clause 10.4.1 of the Core Terms.