**GALP ITT Schedule 07 - Specification of Requirements**

This Schedule sets out what UKEF wants.

For all Deliverables, the Supplier must help UKEF comply with any specific applicable Standards of UKEF.

The Deliverables and any Standards set out in the Schedule may be refined (to the extent permitted and set out in the Order Form) by UKEF during a Further Competition Procedure to reflect its Deliverables requirements for entering a particular Call-Off Contract.

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## Definitions

The following definitions shall be supplemental to those set out in Joint Schedule 1 (Definitions):

**“Legal Project Manager”** A legal project manager is a professional and established legal project manager working as part of the supplier team to deliver improved efficiency and cost effective service delivery;

**“Mandatory Specialisms“** the legal specialisms which the Supplier must provide regarding the supply of legal advice and associated services as part of the Deliverables;

**“Matter Management”** those activities, interpreted broadly, involved in managing all aspects of a corporate based legal practice;

**“Matter Management System”**  a system of recording all matters, communications, documents and relevant data such as parties, matter type, providers and in-house counsel working on a particular matter;

**“Public and Private** for the purposes of this Framework Schedule 1

**International Law”** (Specification) means the laws of any country, other than England, Wales, Scotland and Northern Ireland and excluding EU Law;

**“Social Value”** the provision of social benefits relating to tackling workforce inequality, improving health and wellbeing and fighting climate change set out in this Framework Schedule 1 (Specification).

## Introduction

* 1. The purpose of this Framework Schedule 1 (Specification) is to:
* set out the scope of the Services that the Supplier shall make available to UKEF under this Framework Contract;
* provide a description of the Services; and
* set out the specific Standards and requirements applicable to the provision of Services by the Supplier.
  1. Paragraphs 5 to 7 of this Schedule set out the Mandatory Services and requirements that the Supplier is required to make available to UKEF as a condition of this Framework Contract.
  2. The Supplier shall maintain the ability to provide the whole range of Mandatory Services and requirements during the Contract Period and subject to paragraph 5.1 of Framework Schedule 7 (Call-Off Award Procedure) shall accept all Orders from UKEF which fall within the scope of the Mandatory Services specified in Paragraph 6 and Paragraph 7 as applicable, provided that UKEF complies with the applicable requirements of this Framework Contract in respect of such Order(s).

## UKEF Needs Statement

* 1. The General Aerospace Legal Panel has been designed to facilitate UKEF’s access to legal services in respect of its expanded workstream supporting the export of aircraft, aircraft engines and other aviation assets and services.
  2. This Framework is complemented by a separate existing framework for legal services in relation to transactions for the financing of Airbus aircraft jointly supported by Bpifrance Assurance Export, Euler Hermes Aktiengesellschaft and UKEF (the “**Joint ECA Airbus Framework**”) which is expected to remain the primary route to market for UKEF to procure legal services for such transactions.
  3. The policy drivers supporting the development and procurement of this Framework Contract are to:
* Provide UKEF with a streamlined route to market compliant with UK Law;
* Provide UKEF with access to market leading legal expertise and a market leading level of service covering all of the niche specialisms outlined in the Mandatory Services;
* Provide UKEF with access to high quality legal services; and
* Achieve value for money.

## Scope of the Requirement

* 1. UKEF requires the legal expertise and services detailed in Paragraph 6 to be delivered with full project support and flexible resource.
  2. In certain circumstances, it may be that the same project will require more than one supplier to provide Services.
  3. The Supplier shall also support UKEF by providing resource to address gaps in existing legal expertise, periods of absence, lack of internal capacity and/or peaks in demand at short notice. A flexible and responsive approach from the Supplier is therefore essential.
  4. This Framework Contract is predominantly for the provision of legal Services in the Law of England and Wales. However UKEF may require advice on the laws of other jurisdictions in respect of the Framework Contract’s subject matter.
  5. In the event that advice is required in respect of the laws of a jurisdiction other than England and Wales, the Supplier shall agree with UKEF in advance and in writing the approach to be taken in delivering the advice, which may include but shall not be limited to one or more of the following:
     1. if the Supplier has Supplier Staff qualified and practising in the laws of the relevant jurisdiction in the relevant specialism, the Supplier shall utilise its Supplier Staff under the terms of this Framework Contract; and/or
     2. UKEF may choose to appoint another firm to work with the Supplier (including via the Scottish Government Panel <https://www.gov.scot/publications/frameworks-and-contracts/>, as amended or replaced); and/or
     3. the Supplier shall seek approval from UKEF in advance and in writing to facilitate the provision of legal advice or other Deliverables for or relating to laws of a jurisdiction other than England and Wales from another law firm (i.e. the Affiliate Firm) which is suitably qualified and practising in the laws of such other jurisdiction in the relevant specialism. The appointment of an Affiliate Firm shall be subject to the compliance with the provisions set out in Call off Schedule 24 (Affiliate Firms).

## Out of Scope

* 1. This Framework Contract is not accessible to public sector bodies other than UKEF. However Orders may specify that other parties, in addition to UKEF, will benefit from the Deliverables (such as actual or potential reinsurers of UKEF and/or other transaction parties).
  2. The scope of this Framework Contract excludes:
     1. legal advice and services regarding any and all matters not relating to UKEF’s support for the export of aircraft, aircraft engines and other aerospace assets and services;
     2. legal advice and services which are procured through the Joint ECA Airbus Framework;
     3. any specialist requirements of UKEF for Services which cannot be met through this Framework Contract;
     4. legal advice and services in respect of which UKEF expects the value of fees (aggregated with similar requirements relating to the same policy, project or exercise) amounts to twenty thousand pounds (£20,000) or less; or
     5. legal advice and services where UKEF is able to demonstrate that it can achieve better value for money from an alternative arrangement.

This work is expected to be sourced via separate legal services arrangements.

## Mandatory Service Requirements

* 1. **Supplier Staff**
     1. The Supplier shall ensure that where applicable all relevant Supplier Staff hold a current practising certificate or are otherwise registered in compliance with all Regulatory Compliance requirements including the Solicitors Regulation Authority (SRA) Handbook or equivalent in the Supplier’s jurisdiction, as amended from time to time, and comply with all applicable Regulatory Compliance requirements.
     2. The Supplier shall ensure that all Supplier Staff involved in the delivery of Services Ordered under Call-Off Contracts act in a responsible and professional manner and possess the qualifications, experience and competence appropriate to the tasks for which they are employed or otherwise engaged, including in relation to any legal specialism or areas of legal practice relevant to performing a Call-Off Contract.
     3. The Supplier shall ensure that all Supplier Staff provide the Services with due skill, care and diligence, as expected of a skilled professional engaged in performing services similar to the Services.
     4. The Supplier shall make available Supplier Staff to UKEF who will be categorised in the following grades:

|  |  |  |  |
| --- | --- | --- | --- |
| **Grade Band** | **Indicative Years’ PQE** | **Positions which typically fall within grade band** | **Grade Description** |
| 1 | 10+ | Senior Partner | Key point of contact with UKEF  Overall responsibility for quality assurance, success of project and supervision of Supplier Staff  Overall responsibility for working within budgets agreed as part of a Call-Off Contract  Considered expert in the relevant field  Appropriate direct contribution to legal matters relating to a Call-Off Contract |
| 2 | 8+ | Junior Partner, Legal Director/ Counsel or equivalent | Significant point of contact for day-to-day UKEF liaison  Considered expert in the relevant field  Responsibility for quality assurance, success of project and supervision of Supplier Staff  Responsibility for working within budgets agreed as part of a Call-Off Contract  Direct contribution to legal matters relating to a Call-Off Contract  Will involve Partner level input if/as appropriate |
| 3 | 6+ | Senior  Solicitor,  Senior  Associate | Significant point of contact for day-to-day UKEF liaison  Substantive experience and proficiency in the relevant field  Day-to-day Matter Management  Significant level of quality assurance  Appropriate direct contribution to legal matters relating to a Call-Off Contract  Will involve more senior grades of lawyer as appropriate |
| 4 | 3-5 | Solicitor,  Associate | Significant contact for day-to-day UKEF liaison (for simple and routine matters)  Fundamental and developing experience and proficiency in the relevant field  Will involve more senior grades of lawyer as appropriate. |
| 5 | 0-3 | NQ  Solicitor/  Associate,  Junior  Solicitor/  Associate | Performing work that typically requires up to 3 years’ post-qualified experience (PQE) in the relevant field of work |
| 6 | N/A | Trainee, Paralegal, Legal Assistant | Individuals who are undergoing their legal training contract or equivalent Experience in the relevant field of work or similar is not required  Individuals who provide administrative and legal support   Experience in the relevant field of work or similar is not required |

* + 1. Additionally Legal Project Managers may be provided. There is no obligation to provide this grade of Supplier Staff. However, Suppliers should include Legal Project Managers within their pricing if they wish to do so. This will not be evaluated but will set a maximum Hourly Rate for the role, throughout the life of the Framework Contract.
    2. Legal Project Managers are most likely to be used to support and improve service delivery in particularly novel/complex/large projects – helping to identify key obstacles to be overcome to reach designated milestones. They will work with lawyers and client contacts to initiate, plan, prioritise and manage work activities and projects to ensure they are completed efficiently, on time, on cost and to an appropriate standard.
    3. The scope of Services to be provided by a Legal Project Manager will be discussed and agreed by the Supplier and UKEF on a case by case basis. The use of a Legal Project Manager will not abdicate professional responsibility on the part of lawyers for proper oversight and effective service delivery.
    4. The Supplier shall ensure that Supplier Staff respond flexibly and within agreed timescales set by UKEF(s) in response to requests, including changes to planned work.
    5. Where any part of the Deliverables is provided by Supplier Staff not falling within the above Grade Bands, but the Supplier seeks to invoice UKEF for this work at one of the above Grade Bands, the Supplier shall first obtain UKEF’s Approval.
  1. **Initial Consultation**
     1. The Supplier shall provide UKEF with an initial consultation and legal advice of up to two (2) hours at the beginning of each Call-Off Contract to discuss developing and structuring new legal matters, at no cost to UKEF.
  2. **Knowledge Sharing**
     1. The Supplier shall make available to UKEF regularly and periodically throughout the Contract Period, free of charge, via email, electronic data room or other form of presentation (as appropriate), know-how appropriate to UKEF and/or the Services provided by the Supplier to UKEF. This shall include (without limitation):
        1. e- briefings, email alerts, hubs and webinars;
        2. white papers, thought leadership, publications, subscriptions, insights and articles;
        3. invitations and access to breakfast briefings, seminars, conferences and events;
        4. general use of and access to the Supplier’s physical and electronic reference libraries in the possession, custody or control of the Supplier, given appropriate security access (and in the case of electronic reference libraries, subject to any licensing restrictions); and
        5. invitations to masterclasses and industry events, when available.
     2. Subject to Paragraph 7.1.3 below, the Supplier shall provide training to UKEF upon request. Such training shall be:
        1. tailored to UKEF’s specific requirements, or generic training in the required area, at UKEF’s request;
        2. provided at the Supplier’s office, UKEF’s office, any other government offices or other facility, or via e-learning or other remote delivery system, at UKEF’s request; and
        3. provided free of charge.
     3. Once a Call-Off Contract has been performed, or as the Services to be performed under it near completion (including where UKEF is no longer able to act for whatever reason), as seems appropriate to UKEF under the circumstances, the Supplier shall:
        1. conduct a knowledge transfer exercise where requested to do so by UKEF. This exercise shall:
           1. document, collate and transfer to UKEF any significant know-how, learning and/or practices generated, developed and/or used by the Supplier during the relevant Call-Off Contract;
           2. compile and transfer to UKEF electronic document bible(s) (and hard-copy paper versions of the same if UKEF so requires) comprising the contractual and/or other documents and/or advice generated, developed and/or used by the Supplier during the relevant Call-Off Contract; and
           3. include preparing and circulating to UKEF:

(i) a end of Contract ‘wrap up’ note which sets out (a) a comprehensive comparison between the executed transaction documents and UKEF’s template documents and gives reasons for the departures (commercially agreed or jurisdictionally driven), (b) any bespoke financial covenants ratios or triggers which are set by UKEF as a condition under the relevant contracts and (c) suggested drafting improvements to UKEF’s template documents including identifying any solutions which the Supplier (or UKEF) considers relevant to future Call-Off Contracts which the Supplier shall also share with its staff and with other suppliers; or

(ii) if the Call-Off Contract relates to a transaction which is substantially a repetition of a previous transaction, a repeat deal letter identifying the agreed differences between that transaction and the previous transaction on which it was based; and

* + - 1. participate in a ‘lessons learnt’ review meeting with UKEF, which shall include details of what actions were taken (including the use of any technologies), in order to maximise efficiencies and support continuous improvement.
    1. Any activity conducted in accordance with Paragraph 5.3.3 above shall:
       1. be completed no later than the earlier of (i) one (1) Month after the later of completion of the relevant Services or the expiry of the relevant Call-Off Contract and (ii) six (6) Months after closing of the relevant financing transaction to which the documents and information relate; and
       2. be performed at no additional cost or charge to UKEF.
  1. **Service Delivery**
     1. The Supplier shall have in place and shall maintain throughout the Contract Period robust quality assurance and governance processes, and shall act in accordance with the Law and Regulatory Compliance.
     2. The Supplier shall ensure that:
        1. all Services are of satisfactory quality, comply with their description, and are fit for purpose;
        2. where the provision of the Services involve the drafting, review or production or modification of documentation, such documentation is technically functional; and
        3. all Services are provided to a standard no less than would be expected of a skilled and competent provider of services broadly equivalent to the Services.
     3. The Supplier shall, at all relevant times:
        1. comply with all reasonable instructions given to the Supplier and the Supplier Staff by UKEF’s Authorised Representative in relation to the Deliverables from time to time, including reasonable instructions to reschedule or alter the Deliverables;
        2. comply with those relevant policies of UKEF which have been notified to the Supplier whether at the date of the Order or otherwise; UKEF and
        3. ensure that it is (and all relevant Supplier Staff are) properly and appropriately appraised on current Law and forthcoming changes to the Law.
  2. **Service Quality**
     1. In providing the Services, the Parties must work together to apply the principles in this Paragraph 5.5 to each Order procured and commenced under this Framework Contract, to include but not limited to the following:
        1. Early Supplier involvement – to improve understanding and deliverability of UKEF’s requirements, UKEF will, wherever practical, endeavour to use early market engagement on the provision of Services;
        2. Knowledge transfer – promoting and facilitating the transfer of skills and knowledge between the Parties, and the sharing of information and the development of broader best practice initiatives within any relevant industry;
        3. Innovation – to encourage the development and sharing of innovative solutions, processes and approaches that improve performance and value for money (VfM), including technological innovations;
        4. Collaboration – to ensure that behaviours and cultures enable optimal ‘one team’ working relationships, seamless integration and cooperation between UKEF teams, the Suppliers appointed to the Framework Contract and Subcontractors (which includes Affiliate Firms) (where applicable) in preparing, planning and delivering the Orders;

**Time Zone flexibility** – the Supplier must ensure they take a flexible approach to the delivery of Services to account for varied time zones of UKEF, Aerospace Sector Customers and/or Subcontractors.

* + - 1. The Supplier will not be required to have a UK office or established presence in the UK but must be able to make itself available during UK time zone working hours (typically between 08:00 and 18:00 UTC/UTC+1) and must be responsive to time-pressured queries; and
      2. Continuous Improvement - to improve Services through the life of the Framework Contract, through the sharing and implementation of best practice within the industry, and lessons learnt.
  1. **Management of External Legal Resources** 
     1. The Supplier must, when operating as part of a Group of Economic Operators and/or using Subcontractors (which includes the use of Affiliate Firms), ensure that they manage the external resource to ensure:
        1. appropriately skilled and expert legal resource is mobilised within the timeline stipulated by UKEF;
        2. teams work collaboratively and cohesively;
        3. knowledge transfer throughout delivery of the Services is seamless, to ensure timely delivery of the Services and to minimise costs;
        4. legal advice provided is accurate, consistent and practical provided that, in respect of legal advice provided by Affiliate Firms, the relevant provisions of Call-Off Schedule 24 (Affliate Firms) shall apply in respect thereof;
        5. the resource cost is reasonable and proportionate to the complexity of advice and levels of expertise required.
     2. In the following limited circumstances, the Supplier may use an Affiliate Firm which charges above maximum Framework Prices set out in Framework Schedule 3, where the Supplier Affiliate Firm:
        1. is providing Deliverables advising on a non-UK Jurisdiction or a niche or specialist area legal or professional expertise; and
        2. demonstrates through the provision of supporting evidence such as Open Book Data that the proposed price is an accurate reflection of the cost of non-UK jurisdiction Deliverables and that no mark-up or additional margin has been added.
     3. When using an Affiliate Firm, the Supplier must ensure that it complies with the provisions in 5.6.1 of this Specification and paragraph 4 of Framework Schedule 3 (Framework Prices), and where possible negotiates with the Affiliate Firm to ensure value for money for UKEF in respect of the Deliverables which shall, other than in exceptional circumstances, be equal to or below the Framework Prices.
  2. **Legal Quality Principles**
     1. Additionally the Supplier must:
        1. be cognisant of the implications of their advice and instructions and the risks of challenge that may arise, and must be able to provide risk-based strategic legal advice;
        2. develop a robust team structure, matching the right individuals with the appropriate skills and including a process to ensure resilience and quality of the team and access to the necessary materials, skills and experience not covered by core advisers;
        3. apply strong business and commercial management experience including the ability to build and maintain a correctly balanced team, taking into account skills, expertise and delivery (at the appropriate level);
        4. ensure that an effective mitigation strategy is in place to manage Conflicts of Interest in accordance with Regulatory Compliance requirements and Core Terms Clause 32. This will set out the rules, procedures and physical barriers and contracts that prevent the flow of sensitive or protected information to persons, including stakeholders who could gain an unfair advantage. Conflict of interest shall here have the meaning as set out in Joint Schedule 1 (Definitions);
        5. work on high profile project(s) with a high degree of confidentiality and in line with [Government Security Classifications](https://www.gov.uk/government/publications/government-security-classifications);
        6. work efficiently to tight timescales in pressurised circumstances to deliver quality outputs, and to work collaboratively with UKEF’s team including in-house lawyers, policy officials, financial, economic and commercial advisers;
        7. dovetail its supply of the Deliverables with UKEF’s own project management arrangements. The Supplier shall ensure it is aware of likely spikes in activity and be able to resource accordingly to ensure that UKEF’s milestones are achieved;
        8. communicate succinctly both orally and in writing at all levels up to and including Ministerial level within Government and with external advisers and stakeholders. Appreciating the complexity of the issues involved, Plain English drafting is required;
        9. promote and facilitate the transfer of skills and knowledge to UKEF, and the sharing of information and the development of broader best practice initiatives within any relevant industry;
        10. manage costs and to work closely with UKEF and UKEF’s in-house lawyers to achieve this, maximising transparency around UKEF costs, while driving efficiency and value for money, as far as possible, for example by ensuring their resources are used as effectively as possible;
        11. set internal budgets for particular pieces of work or for longer term projects and measure and control actual expenditure against such budgets; and
        12. continually seek to improve and maximise efficiencies, for example through the use of technology and digital tools/processes and/or project management processes where appropriate.
     2. On receipt of an Order the Supplier must take proactive steps (in a manner and to an extent proportionate to the size and nature of the Order) to plan and agree with UKEF the Services to be provided to UKEF to clarify and document:
        1. the legal advice required;
        2. how the Supplier’s resources will be mobilised in the timescale required by UKEF;
        3. how legal input, as well as project management (where applicable) will be structured to minimise costs and maximise efficiency;
        4. whether and, if so, how work previously undertaken for the UKEF can be re-used to reduce cost;
        5. the levels and names of Key Staff and lawyers working on performing the Services;
        6. which of UKEF’s Personnel can provide instructions and authorise additional work; and
        7. the general management of the Services and the provision by the Supplier thereof.
     3. During the performance of Services the Supplier must conduct reviews at intervals specified in the Call-Off Contract (if so specified) but in any event, if so required by UKEF, no less than once every six (6) Months to (i) review adherence to the original plans for the Services prepared pursuant to Paragraph 5.7.2 above, and (ii) ensure optimisation of efficiency and value for money in provision of the Services. The Supplier must perform this review in conjunction with UKEF if requested but in any event shall (i) confirm to UKEF that any review required has, in each case, been completed; and (ii) report to UKEF on the outcome of the review.
     4. The Supplier must provide Matter Management free of charge.
     5. The Supplier must have in place a Matter Management System.
     6. The Supplier must have in place from the Framework Start Date an eBilling process and system. The Supplier shall utilise such a system at no extra cost to UKEF. The Supplier shall work in conjunction with UKEF on any eBilling processes and system developments to ensure that they can be utilised in the future.
  3. **Collaborative Working**
     1. The Supplier acknowledges and agrees that UKEF may request Suppliers to work in collaboration with Government Legal Department lawyers, UKEF’s internal lawyers and/or lawyers from other Suppliers on the Framework Contract or from non-Framework Contract contractors with varying specialisms and experience to:
        1. support the delivery of novel, complex or strategically important Services; and/or
        2. build and/or complement capability and capacity across the Framework Contract.
     2. The Supplier shall ensure its full cooperation to enable and facilitate wherever possible collaborative working where UKEF project requires this and it shall follow all directions in this regard which UKEF may make.

1. **Scope of Requirements**
   1. This Framework Contract is for legal advice and services as described in Paragraph 6.5. Further to Paragraphs 1 to 5 (above) and 8 (below), the Supplier shall provide all of the following Mandatory Specialisms described in Paragraph 6.5
   2. The Mandatory Specialisms listed in Paragraph 6.5 are high level descriptions of types of legal services and areas of legal practice which the Supplier offers under this Framework Contract and which UKEF is entitled to Order.
   3. The Supplier acknowledges and agrees that:
      1. the descriptions of the types of legal Services and areas of legal practice set out beneath the scope headings for each Service category in the table detailed in Paragraph 6.5 are illustrative only and are not exhaustive.
      2. UKEF is entitled to seek legal advice and Deliverables from the Supplier in respect of any type of legal Service or area of legal practice:
         1. provided that such legal advice and/or Deliverables falls within the scope of one of the headings set out in Paragraph 6.5; and
         2. whether or not the type of legal Service or area of legal practice sought is specifically described or listed beneath the relevant heading.
   4. The Supplier shall ensure that it (and the relevant Supplier Staff) has or have, at all relevant times, the skills, qualifications and capability to provide legal advice, Deliverables and support to UKEF in relation to the types of legal Services and areas of legal practice set out in Paragraph 6.5, together with legal advice and Deliverables on any other legal specialism not referred to below but which is required to support the delivery of advice in these specialisms, to be able to deliver a full legal Service. These include all contentious and non-contentious elements of the work (including cross-border matters) and non-UK law advice (directly or the ability readily to source and manage quality assured advice from significant legal jurisdictions)
   5. Mandatory Specialisms for this Framework Contract are legal advice and services in connection with support provided by UKEF in respect of the export of aircraft, aircraft engines and other aerospace assets and services, in the following areas:

|  |  |  |
| --- | --- | --- |
| **Mandatory Specialism No.** | **Service** | **Scope** |
| 1 | **Financing**  **aerospace**  **assets,**  **services and**  **projects** | All matters, transactions and disputes arising from, or in connection with UKEF’s support for exports of goods and services and projects associated with the aerospace sector including but not limited to Airbus and Boeing commercial jets, Rolls-Royce and other aircraft engines, regional jets, corporate/business jets, helicopters, flight simulators, parts and other aviation assets and exports from time to time |
| 2 | **All stages of export finance transactions** | All stages of export finance transactions including pre-deal enquiries, origination, risk approval and underwriting processes, transaction management, portfolio and asset management, claims and recoveries |
| 3 | **Export Credit Agency (ECA) financing** | Transactions in any sector where one or more export credit agencies is providing financing or support for financing (for example, by issuing export credit guarantees or insurance) |
| 4 | **Aviation finance** | Aviation finance including debt financing, Pre-Delivery Payment (PDP) financings, leasing and structured finance products, operating lessor financings and the acquisition, management and disposal of portfolios, aircraft, engines, parts, and other aviation assets |
| 5 | **Capital markets, derivatives and hedging** | Capital markets, derivatives and hedging transactions and documentation (particularly related to interest rate and currency exchange rate risks) and capital markets structures and documentation |
| 6 | **Sanctions and financial regulation** | Sanctions and financial regulation issues in relation to finance transactions and documentation |
| 7 | **Islamic finance** | Islamic finance structures and documentation |
| 8 | **International law and UKEF’s statutory framework** | International law including treaties and conventions and UKEF’s statutory framework (The Export and Investment Guarantees Act 1991) and the OECD Arrangement on Officially Supported Export Credits |
| 9 | **Workouts, restructurings, bankruptcy and insolvency** | Workouts, restructurings, bankruptcy and insolvency |
| 10 | **Dispute resolution** | Loan and other financing defaults and impairments, lease defaults, redelivery disputes and contested aircraft and engine repossessions |
| 11 | **Jurisdictional advice** | Advice on the domestic law of different jurisdictions in the context of UKEF’s support for the aerospace sector and/or actual or potential disputes relating thereto, including from the Supplier directly or through Subcontractors or Affiliate Firms |

1. **Further Mandatory Requirements**
   1. **Value Added Services Requirements**

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

* + 1. **Secondments** 
       1. The Supplier shall consider, and where capacity and Conflicts of Interest permit, fulfil any request from UKEF to make available suitably qualified and experienced Supplier Staff as selected and agreed from time to time between the Supplier and UKEF (a “Secondee”).
       2. Secondees shall be seconded for a minimum period of six (6) Months or such other duration agreed between both parties.
       3. The duration of a Secondment may cross over two (2) Contract Years.
       4. The terms and conditions of the Secondment shall agreed between the Supplier and UKEF before the commencement of a Secondment.
       5. Any costs that may be payable to the Supplier for a Secondee placement with UKEF shall be agreed between UKEF and the Supplier in advance of a Secondment commencing.
       6. At UKEF’s sole discretion, the Secondment arrangements can include flexibility for example:
          1. Location neutral and/or remote working;
          2. Part time or flexible working;
          3. Multiple, shorter durations; and
          4. Job share arrangements eg two (2) Secondees each working part time.
    2. **Training**
       1. At UKEF’s discretion, training provided in accordance with Paragraph 5.3.2:
          1. may be bespoke or selected by UKEF from the Supplier’s current portfolio of training provision,
          2. must be delivered exclusively to the audience agreed by UKEF, and
          3. may be provided through various channels including but not limited to: face-to-face, videoconferencing, e-learning, webinars and toolkits.
       2. At UKEF’s discretion, any training delivered online or in person must be recorded and the recording made available for unrestricted circulation.
       3. All training provided in accordance with Paragraph 5.3.2 shall be provided free of charge. The Supplier shall not be entitled to levy nor recover any related or associated costs including preparation, attendance, travel expenses or travel time, materials or recordings.
    3. **Meeting and Event Space**
       1. The Supplier must consider any request from UKEF for the provision of meeting space and events, and provide this where possible.
    4. **Strategic Support**
       1. The Supplier must consider any request from UKEF for the provision of strategic support including, for example, formulation and implementation of policies, strategies and innovation, drafting template precedents, knowledge capability and provide this where possible.
    5. **Elective Value Add**
       1. The Value Added Services set out in this Paragraph 7.1 are not exhaustive. The Supplier may provide other Value Added Services, such as it deems appropriate, to UKEF during the Contract Period. In the spirit of collaboration and partnership working, this approach is encouraged.
       2. For illustrative purposes these may include value added services such as access to meeting rooms and hot desking/touch down spaces, online matter collaboration and shared platforms, contributions to collaborations between panel firms or invitations to events in areas of mutual interest, such as Equality, Diversity and Inclusion, virtual conferencing facilities, consultation on tools and processes which could be adopted in-house or additional exchange schemes (consisting of an Inward Exchange and corresponding Outward Exchange).
       3. Notwithstanding this paragraph 7.1.6, the Supplier shall provide any value added services which it outlines in its Framework Tender Response and/or Call-Off Contract Tender to UKEF.
  1. **Standards and Insurances**
     1. The Supplier shall at all times during the Contract Period and during the term of any Call-Off Contract, comply with the following Standards (or their equivalents) or the successors of these Standards (or their equivalents) throughout the Framework Contract Period:
        1. ISO 9001 Quality Management Systems or equivalent;
        2. [ISO/IEC 27001 Information Security Management Systems or equivalent;] and
        3. [ISO 22301:2019 Security and resilience — Business continuity management systems — Requirements or equivalent.]
     2. The Supplier shall where required throughout the Framework Contract Period comply with the following Standards (or their equivalents):
        1. [ISO/IEC 27002:2013 Information Technology - Security Techniques – Code of Practice for information security controls or equivalent;]
        2. [ISO/IEC 27031:2011 Information technology - Security techniques - Guidelines for information and communication technology readiness for business continuity or equivalent;] and
        3. [ISO 22313:2020 Security and resilience — Business continuity management systems — Guidance on the use of ISO 22301 or equivalent.]
     3. Suppliers are also required to have Cyber Essentials or equivalent in place in accordance with Framework Schedule 9 (Cyber Essentials).
     4. In accordance with Joint Schedule 3 (Insurance Requirements), the Supplier shall as a minimum hold the following insurance cover from the Framework Start Date:
        1. professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than [thirty million pounds (£30,000,000) for a single event and][ fifty million pounds (£50,000,000)][in the aggregate];
        2. public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than ten million pounds (£10,000,000); and
        3. employers’ liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than ten million pounds (£10,000,000).
  2. **Supplier’s Commitment to the Framework Contract**
     1. The Supplier shall maintain a commitment to UKEF’s legal work and to the Framework Contract. Such commitment requires that the Supplier takes reasonable steps to ensure that the Supplier has, at all relevant times during the Contract Period, a reasonable level of resources available for servicing Orders, including availability of Supplier Staff.
     2. The Supplier shall accept all Orders and respond to UKEF’s invitations to participate in Further Competition Procedures in accordance with Framework Schedule 7 of the Contract.
     3. In providing the Services, the Supplier shall demonstrate and apply an appropriate understanding of working in a public sector and central government context. This includes the different types of stakeholders and priorities involved, and the central government approach to managing risk.
  3. **UKEF Satisfaction**

## The Supplier shall cooperate with UKEF and other Suppliers in developing and implementing a process of obtaining feedback from UKEF during and at the conclusion of matters, and will collaborate with UKEF in the analysis and promotion of feedback data both to the Supplier and UKEF when required.

## Location Requirements

* + 1. The Supplier shall supply the Services to any location specified in the Call-Off Contract and have the capability to attend meetings virtually where required by UKEF.
    2. The Supplier shall provide virtual and physical storage and ‘data rooms’, as requested to do so by UKEF, to support its performance of Call-Off Contracts, to securely store items including but not limited to procurement documentation, contractual documentation, deeds, and due diligence documentation, at no additional cost to UKEF.
    3. The Supplier shall have available and shall maintain internet, telephone and video conferencing facilities for the delivery of the Services, and shall make no additional charge for use of the same in performing Call-Off Contracts.
  1. **Supplier Relationship Management (SRM)**
     1. In addition to the responsibilities set out in Framework Schedule 4 (Framework Management), the Supplier shall participate in supplier relationship management with UKEF at no cost to UKEF. This shall include cooperating with the Supplier Relationship Manager or such representatives of UKEF as UKEF may notify the Supplier of from time to time with a view to creating collaborative relationships in order to uncover and realise value and reduce risk of service failure.
  2. **Management Information**
     1. The Supplier shall provide timely and accurate Management Information and data reporting to UKEF free of charge in accordance with Framework Schedule 4 (Framework Management), Framework Schedule 5 (Management Information) and Call-Off Schedule 1 (Transparency Reports).
     2. The Supplier will not unreasonably refuse any requests for additional Management Information from UKEF.
     3. The Supplier may be required to provide further management reports and progress reports to UKEF, the content of which will be agreed at the Call-Off stage.
     4. UKEF may share Management Information and other data relating to or provided by the Supplier with other Suppliers under the Framework Contract in an anonymised form.
  3. **Travel and Related Expenses**
     1. The Supplier acknowledges and agrees that secretarial support and photocopying shall not be chargeable unless agreed otherwise by UKEF in the relevant Call-Off Contract.
     2. Without prejudice to Paragraph 7.1.2.3, if UKEF requires the Supplier to travel internationally, then the Supplier will be reimbursed for reasonable travel time and travel costs. Such costs are to be agreed with UKEF in advance of such costs being incurred.
     3. Travel time and travel costs which are reimbursed are not permitted to include any mark-up or margin.
     4. The Supplier must comply with UKEF’s travel requirements and instructions, internal policies, and arrangements for travel costs and related charges set out in the Call-Off Contract or otherwise by notice to the Supplier from time to time.
     5. UKEF will specify any disbursements arrangements in the Call-Off Contract or otherwise by notice to the Supplier from time to time.

1. **Social Value Priorities**
   1. The Supplier shall support of the themes and policy outcomes set out in Procurement Policy Note 06/20 including those set out by UKEF under the Further Competition Procedure.
   2. The following are key policy priorities for this Framework Contract in line with Procurement Policy Note 06/20:
      1. Tackle workforce inequality and improve diversity;
      2. Economic Inequality; and
      3. Improve workforce health and wellbeing.
   3. The Supplier is expected to act with these priorities in mind and UKEF may discuss these priorities as part of Framework Management meetings.
   4. UKEF may identify specific social value priorities at Call-Off stage.