

*Assuring value, building confidence*

Legal Services Framework

Brief

## Introduction

* + 1. The Defence Reform Act 2014 established the SSRO as an independent regulator of the UK Government’s procurement of single source military equipment and services. The SSRO is the custodian of the single source procurement framework and has a number of functions under the Act and the Single Source Contract Regulations 2014.
    2. The SSRO expects to require legal advice and support to ensure the efficient and effective discharge of its functions. This will be particularly important in respect of the delivery of opinions or determinations, as these may affect the rights and responsibilities of individuals. Legal services in respect of commercial contracts and public law are likely to be needed to support delivery of these functions. Legal support may also be required in respect of Freedom of Information, data protection and employment matters.

## The Services

* + 1. The types of legal work which the SSRO may require from time to time are wide ranging, but key areas are summarised in the table below.

|  |  |
| --- | --- |
| Public law | Defence Reform Act 2014 and Single Source Contract Regulations 2014  Other relevant legislation and legal matters which concern the functioning of public bodies |
| Commercial | Public procurement  Contracts |
| Information | Freedom of Information  Data Protection and GDPR |
| Employment | Employment law generally and disputes |

* + 1. The estimated total value of the services which the SSRO may require is £250,000 over the period of the Framework Agreement.
    2. The SSRO is looking for services which deliver value for money, having regard to a combination of economy, effectiveness and efficiency.
    3. The timeliness of services is a particular concern, as the SSRO expects to deliver its functions to exacting timescales and may frequently require rapid responses on short notice.
    4. Consistent with the SSRO’s objective of achieving value for money, it is interested in any value-added services which the Contractor will provide.

## Relationship

* + 1. The SSRO considers the relationship between the Contractor and the SSRO to be key to delivery of services which economically, effectively and efficiently support delivery of the SSRO’s functions.
    2. The Contractor must nominate a relationship partner whose role it will be to –
       - 1. manage the relationship between the contractor and the SSRO on a day to day basis;
         2. be the primary point of contact for the SSRO;
         3. propose whichever of the Contractor’s staff is most suitable for a particular matter, having regard to the requirements of economy, effectiveness and efficiency, and remain a point of contact throughout the engagement;
         4. actively monitor and advise on conflicts of interest as they arise and be the author of any conflict waiver requests to the Director of Legal and Policy;
         5. understand the SSRO as an organisation and help translate that to the firm’s quality assurance staff working on a particular matter;
         6. ensure compliance with security requirements;
         7. remain consistently informed about the Contractor’s performance on a matter and be a point of escalation;
         8. be available to address issues in a timely manner and meet the SSRO’s urgency requirements;
         9. ensure that the agreed fee structure is followed and that costs are communicated to the SSRO on a routine basis throughout an engagement; and
         10. be a point of contact for the SSRO’s auditors if necessary.

## Conflicts of interest

* + 1. The SSRO recognises that Contractors with relevant experience and expertise may encounter conflicts of interest due to working with, or having worked with, stakeholders who are subject to regulation by the SSRO. Bidders should consider whether they are likely to experience conflicts and whether that will present a significant barrier to accepting engagements under the Agreement. Bidders should demonstrate that they have an effective and efficient mechanism for assessing and managing conflicts of interest, which will enable the SSRO’s expectations of timeliness to be met.
    2. Contractors will be required to check for actual or potential conflicts of interest that exist or may arise as a result of their status as an approved provider in accordance with their professional codes of conduct and the nature of the SSRO’s activities and the identity of its stakeholders. If the Contractor accepts an engagement without disclosure of a conflict of interest then the SSRO will take that as a representation that a conflicts check has been conducted and no conflict exists.
    3. The obligation to make conflicts known to the SSRO is a continuing one during the term of the Framework Agreement. Contractors will be required to raise conflicts of interest with the SSRO on an ongoing basis as they arise and the SSRO shall make the final decision in each case as to whether the conflict of interest can be mitigated and waived or prevents the firm from acting.
    4. Any conflicts will be raised by the Contractor’s relationship partner with the Director of Legal and Policy. Any requests to waive conflicts must be made in writing to the Director of Legal and Policy and must include all relevant facts, including: (a) the identity of the other client; (b) the nature of work; (c) whether the other client has consented to waiving the conflict; and (d) the identity of the individuals working for the other client and details of how they propose to mitigate the impact of the conflict.

## Information Security

* + 1. In carrying out its statutory functions, the SSRO will process information of the following kinds –
       - 1. Information to which Schedule 5 of the Defence Reform Act 2014 applies, which may make it a criminal offence to disclose the information.
         2. Official information, which may be marked OFFICIAL-SENSITIVE or higher in accordance with the Government Security Classifications. The disclosure of such information may constitute an offence under the Official Secrets Act 1989.
         3. Confidential or commercially sensitive information, which the SSRO would not disclose under the Freedom of Information Act 2000 by reason of the application of one of the exemptions in that Act.
         4. Personal data or special category data within the meaning of the General Data Protection Regulation and the Data Protection Act 2018 which must be processed in accordance with applicable data protection law.
    2. The SSRO takes the security of the information it holds seriously, as demonstrated in its statement on handling commercially sensitive information, which may be viewed here –

<https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/711223/SSRO_Commercially_Sensitive_Information_Handling.pdf>

* + 1. Included in the Terms and Conditions provided with the ITT are the Security Measures with which the Contractor must comply in the event of being presented with a Secret Matter (i.e. material classified SECRET or TOP SECRET), together with Security Conditions with which the Contractor must comply in relation to information covered by Schedule 5 of the Act , including that classified as OFFICIAL-SENSITIVE information. The SSRO makes no warranty but does not expect that the Contractor would be required to deal with a Secret Matter; However, it would be expected that they will deal with OFFICIAL-SENSITIVE Information.
    2. If the Contractor were to receive a Secret Matter, it would need to be accredited for List X. It is proposed, however, that should the SSRO require the Contractor to have access to a Secret Matter, access would only take place at the SSRO’s premises.
    3. The Terms and Conditions provided with the ITT refer to the Government’s Security Policy Framework, which may be viewed here –

https://www.gov.uk/government/publications/security-policy-framework

* + 1. The National Security Vetting (NSV) scheme gives an assurance of an individual’s suitability for access to sensitive government information or other valuable assets. Details of the scheme may be viewed here –

<https://www.gov.uk/guidance/security-vetting-and-clearance>

* + 1. The SSRO does not require that the Contractor’s staff be subject to NSV, although all staff dealing with Sensitive Information are expected to have undergone Baseline Personal Security Standard (BPSS) clearance, details of which may be viewed here –

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\_data/file/714002/HMG\_Baseline\_Personnel\_Security\_Standard\_-\_May\_2018.pdf

* + 1. The SSRO uses Information Rights Management software to protect electronic Sensitive Information. Contractors will need to demonstrate that they will be able to receive and return electronic Sensitive Information both in the office and in transit, or suggest equivalent alternative methods to avoid delays in delivery of the Services.