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OMB No. 1124-0003; Expires July 31, 2023

U.S. Department of Justice

Washington, DC 20530

Amendment to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. File this amendment form for any changes to a registration. Compliance is accomplished by filing an electronic amendment to registration statement and uploading any supporting documents at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .75 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration Number
Sidley Austin LLP	3731

3. This amendment is filed to accomplish the following indicated purpose(es):

☐ To give notice of change in information as required by Section 2(b) of the Act.

☒ To correct a deficiency in

☐ Initial Statement

☐ Supplemental Statement for the 6 month period ending _____

☒ Other purpose *(specify)* Exhibit B - Department of International Trade, UK

☐ To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list:

1. Copy of engagement letter with Department of International Trade, Government of United Kingdom
2. Confirmation of submission of short-form statements for individuals representing foreign principal (James Mendenhall)

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains.

Registrant initially submitted a redacted version of the engagement letter with the Department of International Trade, Government of the United Kingdom. In the revised version, only hourly rates and other billing details are redacted.

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature[1]	
November 08, 2021	Joseph B. Tompkins, Jr.	/s/ Joseph B. Tompkins, Jr.	eSigned

[1] This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

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Linklaters LLP
One Silk Street
London EC2Y 8HQ
Telephone (+44) 20 7456 2000
Facsimile (+44) 20 7456 2222
DX Box Number 10 CDE
Direct Line +44 207 456 3182
email charlotte.morgan@linklaters.com

James Mendenhall
Partner
Sidley Austin LLP 1501 K Street, NW #600
Washington, DC 20005
USA

29 October 2020

Dear James,

Legal services requested by the UK Government Department for International Trade Engagement Letter

I refer to the advice requested by the Department for International Trade ("**HMG**") in relation to the United States of America (the "**Matter**").

Under the Agreement between us and HMG dated 14/02/2020 (as appended to this letter as Appendix A) it is acknowledged that HMG would request that we engage you as an Approved Sub-Contractor in connection with the Ordered Panel Services. I am writing to record the agreed scope and terms of your engagement.

The terms of your engagement as an Approved Sub-Contractor are as set out in this letter and the Agreement. Unless stated to the contrary, capitalised terms defined in the Agreement shall have the same meaning in this letter.

1 Appointment as an Approved Sub-Contractor

1.1 The terms of our Firm's engagement with HMG are set out in the Agreement. The Agreement comprises the Order Form and the Terms and Conditions. You acknowledge and agree to comply with the terms of the Agreement, except where the terms of the Agreement are inconsistent with US law or ethics rules applicable to American lawyers. In addition, in respect of the Terms and Conditions of the Agreement:

1.1.1 paragraph 11.7.1 (*Termination in Relation to Benchmarking*) shall not apply; and

1.1.2 paragraph 15.1.4, relating to participation in unconscious bias training, shall only apply to those who work directly on the matters that are the subject of the engagement.

1.2 We will treat you as an Approved Sub-contractor for the purposes of the Agreement. Your duty of care will be directly to HMG and you agree to enter into a duty of care undertaking for the benefit of HMG in the form set out in Appendix B. We do not accept any liability for your acts, errors or omissions. To the extent that your acts, errors or omissions result in any claim being made against us under the terms of the Firm's engagement with HMG under the Agreement you will indemnify us in respect of any of the costs, losses, damages and other financial remedies which HMG successfully secures against us under the Agreement and our costs of defending any such action. We will allow you to be involved in the defence of any such claim made by HMG which involves

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your work and we will not settle any such claim without your consent. Any claim is subject to the cap on liability of £10 million.

1.3 You agree that any provision of the Agreement seeking to place any obligation, requirement or liability on us in respect of your acts, errors or omissions shall not apply as between us and you and we shall be entitled to recover any of our costs, losses, damages and other financial remedies against you.

2 Scope of the engagement

In relation to the Matter, your role will be to advise HMG in conjunction with us on the Matter in respect of the instructions relating to:

(i) Current US trade dynamics, US negotiating modalities and Congressional and Executive Branch action with regards to trade;

(ii) Negotiation and implementation of Free Trade Agreement in the US;

(iii) International trade law including advice on drafting of specific provisions and chapters; and

(iv) Specific reports as instructed on the following areas: agriculture, customs administration and trade facilitation, sanitary and phytosanitary measures, investment, financial services (other than electronic payment services), and environment.

as set out in Annex 1 and Schedule 5 of the Agreement and as determined by Linklaters depending on the instructions received from HMG.

3 Staffing and resources

3.1 We refer you to section 5 (*Personnel*) of the Agreement. You have been specified as an Approved Sub-Contractor for the purposes of the Agreement. You shall not engage any other person in connection with the performance of the Ordered Panel Services except with the prior written consent of HMG and as expressly permitted by the terms of the Agreement.

3.2 James Mendenhall will be our primary point of contact for the delivery of your services to us and to HMG. The following members of staff are authorised to work on this Matter:

Name	Rank
James Mendenhall	Partner
Scott Andersen	Senior Counsel
Todd Friedbacher	Partner
Eric Solovy	Partner
Nicolas Lockhart	Partner
David Buente	Partner
Alan Raul	Partner
Michael ("Ted") Murphy	Partner
Carys Golesworthy	Associate
Mattie Wheeler	Associate

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3.3 All lawyers in your team should have obtained a Juris Doctor (JD) from an accredited American Bar Association University, or the equivalent from a European university.

3.4 I will be the Linklaters Supervising Partner in relation to the Matter, with overall responsibility for managing the Firm's relationship with you. Please feel free to contact me at any time about any aspect of, or concerns relating to, the Matter should the need arise.

4 Commissioning and acceptance process

4.1 The following definitions shall apply:

(a) "**Urgent Commission**" means a commission where the 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 I kely to be required with a longer timeframe, likely to be within a month.

4.2 The commissioning and acceptance process for Commissions under this Agreement will be as follows:

(a) HMG will send a Commission to Linklaters on the Commissioning Template to Linklaters' single point of contact (SPOC)[1].

(b) Linklaters will confirm receipt of the Commission within 1 working hour in all cases. If the request is an urgent (24 hours or less) commission, Linklaters will revert back with estimated costings for the Commission within 2 working hours from the initial Commission, if the request is a non-urgent commission (1 month) Linklaters are required to revert with estimated costings within 48 hours. The Approved Subcontractor should be aware that HMG could expect to be working in US time zones every 12 weeks. HMG will provide as much notice as possible of this. Expected working hours are 9am-5.30pm (GMT), but are subject to change with advance notice from HMG. Linklaters will prepare estimates based on the Schedule of rates set out in this Agreement and will, where the timetable allows, seek to confirm with the Approved Subcontractor.

(c) HMG will review Linklaters' response to the Commission, and subject to HMG's satisfaction, sign the Commissioning Template to approve the estimated cost and return this to Linklaters 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. No work can be done by the Approved Subcontractor without confirmation from Linklaters that the work has been authorised. Any non-authorised work will not be remunerated.

(d) The Approved Subcontractor shall provide Linklaters and HMG 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.

(e) HMG will notify Linklaters of any concerns on quality or completeness of advice or cost within 5 working days of having received advice. If there are no disputes, HMG will confirm acceptance of advice to standard and confirm that payment will be made on receipt of invoice. Linklaters shall be entitled to rely on HMG's decision in determining payment for any Approved Subcontractor invoice, but will keep the Approved Subcontractor informed of any such decision.

[1] For the purposes of the agreement, Charlotte Morgan will be the SPOC.

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(f) Approved Subcontractors' invoices monthly in arrears for all completed Commissions. HMG will pay invoices within 30 days of invoices received and Linklaters will pay the Approved Subcontractor on receipt of payment from HMG.

(g) There is an expectation that cost estimates provided by the Approved Subcontractor will be as accurate as possible. If the Approved Subcontractor 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/months required to deliver the Commission) they will notify Linklaters and the HMG immediately by resubmitting the Commissioning Template and gain re-approval for the increase in cost.

4.3 A diagram detailing the commissioning and acceptance process for urgent and non-urgent commission can be found in Appendix D.

Commissioning template

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

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Actual personnel costs (add additional rows where necessary)		
Name and role of personnel e.g. Joe Bloggs, Partner	**Actual time spent on brief (months/days/hours) and rate applied (hour/day/month)**	**Actual cost**
		£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	

4.4 HMG will notify Linklaters of any concerns on quality or completeness of advice or cost within 5 working days of received advice. Disputes will be handled on a case by case basis but examples include:

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

4.5 Cost and quality of responses to Commissions will be monitored as part of the contract performance management process and for the purposes of the KPIs.

5 Fees

Save as specified below, the invoicing arrangements set out in the Agreement shall apply to your services in respect of the Matter.

5.1 Charges and invoicing

5.1.1 The Matter is due to complete on 13/02/2022, or such other date as may be extended in consultation with HMG ("**End Date**"). In such circumstances and in consultation with HMG we may also extend your Services on a coterminous basis, in which event we shall update this engagement letter accordingly and revise the End Date. Unless requested otherwise, you shall submit invoices (denominated in pound sterling) to us in respect of your services and any disbursements incurred in relation to the Matter within five Business Days of the End Date. Each invoice submitted to us shall:

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(i) comply with the requirements in respect of invoices as set out in Clause 6 (*Charges and Invoicing*) of the Agreement;

(ii) be addressed as payable by HMG; and

(iii) contain hourly narratives describing the work undertaken by you in respect of the Ordered Panel Services as set out in the Commissioning Template.

5.1.2 The currency of payment shall be pound sterling. Where your fees are subject to VAT, you shall be required to issue a valid VAT invoice to HMG in respect of those services.

5.1.3 You will be reimbursed in respect of any disbursements on the terms set out in the Agreement.

5.1.4 Notwithstanding the terms of the Agreement, you acknowledge that payment of any invoice issued by you to us shall either be made (at HMG's discretion):

(i) directly by HMG to you; or

(ii) by us to you once we have received a corresponding payment by HMG in respect of the amounts set out in such invoice.

We shall not in any circumstances be responsible or liable for any delay in payment of any invoice issued by you in respect of the Ordered Panel Services.

6 Key performance indications

6.1 The key Performance Indicators shall apply to any work carried out on the Matter.

6.2 The Key Performance Indicators are set out in Appendix C.

7 Security and conflicts of interest

7.1 HMG requires its Panel firms, their affiliated US firms and / or any Approved Sub-contractors to take security very seriously. Approved Subcontractors must detail and give the necessary assurances on how they will handle sensitive information and advice. In particular, addressing security with any US firm or Approved Sub-contractors working on this project including secure transfers, teleconferences, file storage and more.

7.2 The letter attached at Appendix B sets out details in respect of conflicts of interest. In particular, the Approved Subcontractor would not be able to accept instruction from the US Government or its agencies or State Governments, in relation to matters pertaining to a Free Trade Agreement negotiation with the UK.

7.3 For the avoidance of doubt, the Approved Subcontractor must note that discussion of this Matter with officials of any other government or international organisation would be in breach of contract.

8 Confidentiality

Please note that the information in this Agreement is confidential to Linklaters and will remain so for a period of four years from the date of this letter.

9 Exclusivity

The parties acknowledge and agree that in signing this agreement, the Approved Subcontractor confirms that it is entering into an exclusive relationship with Linklaters for the purposes of this Matter. It is acknowledged that Linklaters may also subcontract some of the services required under the Agreement to other US law firms and may carry out the services using its teams based in London and the US.

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10 No liability

You agree that we have no liability to you in respect of any losses, liabilities, damages, costs, expenses or claims arising out of or in connection with your services relating to the Matter.

If you have any questions concerning the above, please do not hesitate to contact me. Otherwise, I would be grateful if you would formally confirm your acceptance of the scope and terms of this engagement by signing and returning the duplicate enclosed or by return email. However, your continuing provision of advice on this Matter will constitute your full acceptance of and agreement to the terms contained herein.

Yours sincerely,

Charlotte L Morgan

Agreed and accepted for and on behalf of Sidley Austin LLP



By: _____
Name: James E. Mendenhall
Title: Partner
Date: 29 October 2020

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Appendix A – Agreement



Project_41 Call off order form_US trade

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PANEL AGREEMENT SCHEDULE 4
ORDER FORM AND TERMS AND CONDITIONS

ORDER FORM

SECTION A

(i) This Order Form dated **13/02/2020** is issued in accordance with the provisions of the Panel Agreement for the provision of finance and highly complex transactions legal services.

(ii) The Supplier agrees to supply the Ordered Panel Services specified below on and subject to the terms of this Legal Services Contract.

(iii) For the avoidance of doubt this Legal Services Contract consists of the terms set out in this Order Form and the Terms and Conditions.

(iv) By signing and returning this Order Form (which may be done by electronic means) the Supplier agrees to enter this Legal Services Contract with the Customer to provide the Ordered Panel Services in accordance with this Order Form and the Terms and Conditions.

(v) The Parties hereby acknowledge and agree that they have read this Order Form and the Terms and Conditions and by signing below agree to be bound by this Legal Services Contract.

(vi) In accordance with paragraph 7 of Panel Schedule 5 (Ordering Procedure), the Parties hereby acknowledge and agree that this Legal Services Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of this Order Form (together with the Terms and Conditions) from the Supplier within two (2) Working Days from such receipt.

1.1	The Supplier shall provide such advice, support and drafting in relation to the possible negotiation of a future UK-US Free Trade Agreement (FTA). Requests for advice, support and drafting will be around United States law and legal structures relating to the traditional areas of an FTA, which include, but are not limited to: a. Goods b. Agriculture c. Rules of Origin d. Textiles and Apparel e. Customs Administration and Trade Facilitation

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	f. Sanitary and Phytosanitary Measures g. Trade Remedies h. Technical Barriers to Trade i. Government Procurement j. Investment k. Cross-Border Trade in Services l. Temporary Entry m. Financial Services n. Telecommunications o. Digital Trade p. Intellectual Property q. Competition Policy r. State-Owned Enterprises s. Labour t. Environment u. Small and Medium-Sized Enterprises v. Dispute Settlement
1.2	**The Secretary of State for the Department for International Trade** **3 Whitehall Place** **London** **SW1A 2AW** **("CUSTOMER" or "DIT")**
1.3	**Linklaters LLP** **One Silk Street, London EC2Y 8HQ** **("SUPPLIER")**
1.4	**Commencement Date: 14/02/2020**
1.5	**Expiry Date** Expiry date of Legal Services Contract Term **13/02/2022 subject to Clause 11.5 of this Order Form and Terms and Conditions**
1.6	**Signed for and on behalf of the Customer by an authorised representative:**
	Name and Title: Paul Kellett, Commercial Director
	Signature PKellett

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1.7	**Signed for and on behalf of the Supplier by an authorised representative:**
	Name and Title: Charlotte Morgan, Partner
	Signature 
	Date

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SECTION B

1. **PANEL SERVICES**

1.1	**Panel Services:** **See detailed specification of requirements at Section C of this call-off order form below** The Supplier shall provide the Customer with external legal advice to support the Customer in the possible negotiation of a future UK-US Free Trade Agreement (FTA). Requests for advice will be around United States law and legal structures relating to the traditional areas of an FTA, which include, but are not limited to: a. Goods b. Agriculture c. Rules of Origin d. Textiles and Apparel e. Customs Administration and Trade Facilitation f. Sanitary and Phytosanitary Measures g. Trade Remedies h. Technical Barriers to Trade i. Government Procurement j. Investment k. Cross-Border Trade in Services l. Temporary Entry m. Financial Services n. Telecommunications o. Digital Trade p. Intellectual Property q. Competition Policy r. State-Owned Enterprises s. Labour t. Environment u. Small and Medium-Sized Enterprises v. Dispute Settlement The Customer reserves the right to utilise 2 hours of free consultation from the Supplier on work commissioned through the Legal Services Contract.

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1.2	**Management and review of the Services** Management of the Services should be as specified in the Specification of Requirements found in Section C of this Order Form. Supplier review as per Clause 3.3 should be conducted every three (3) months.
1.3	**Place of performance** Services will principally be performed in the Supplier's London office, US offices and Supplier's US Sub-Contractor's offices.

2. **CHARGES**

2.1a	**Hourly Rates used** **AND/OR** **Daily Rates used** **AND/OR** **Monthly Rates used**
2.1b	Where any Supplier Personnel have completed eight (8) hours of work on any given day, the daily rate will apply irrespective of how many further hours of work are completed on that day. Where any Supplier Personnel have completed twenty (20) days of work in any given Month, the monthly rate will apply irrespective of how many further hours of work are completed in that Month. In exceptional cases, where the Customer requires the Supplier to work more than 8 hours in a single day, the Customer may at its sole discretion, agree to the Supplier billing at the hourly rate rather than the daily rate.
2.2	**Estimate of Charges** **not used**
2.3	**Fixed Price** **not used**

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2.4	**Capped Price used** The total price for this Legal Services Contract [redacted] exclusive of VAT (the "Total Contract Price"). The total estimated costs submitted by the Supplier and agreed by the Customer for each statement of work ordered through the Legal Service Contract (each a "Commission")) shall be treated as a "Capped Price". Each Commission will have an independent Capped Price. The total price for all Commissions agreed under this Legal Services Contract shall not exceed the Total Contract Price. Payment will only be made for Commissions that have been agreed as completed satisfactorily by the Customer within the Capped Price. If during the completion of a Commission the Supplier needs to increase the Capped Price to complete the Commission they must discuss and agree this with the Customer as a variation to the Commission before incurring any costs above the Capped Price.
2.5	**Other Costs** **Reimbursable Expenses** **Payable** Reimbursable travel expenses are only permitted where the Customer has expressly agreed such travel requirements as part of the Commissioning process. No other expenses will be payable without the prior written consent of the Customer. **Disbursements** **Not payable** **Additional training** **Not used** **Secondment Charge** **Not used**

3. **MISCELLANEOUS**

3.1	**CUSTOMER REPRESENTATIVE** Oliver Griffiths, Director, Americas Negotiation and Strategic Engagement
3.2	**SUPPLIER REPRESENTATIVE** Charlotte Morgan, Partner & Co-Head of Linklaters Trade Practice, London Charlotte.l.morgan@linklaters.com +44 20 7456 3182

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3.3	**KEY PERSONNEL** Charlotte Morgan, Co-Head of Trade, London Lorand Bartels, Senior Trade Counsel, London Alex Fawke, Trade Senior Solicitor, London Samuel Coldicutt, Trade Senior Solicitor, London Adam Lurie, Dispute Resolution Partner, Washington D.C. Caitlin Potratz Metcalf, Dispute Resolution, Senior Solicitor, Washington D.C. Nicole Kar, Co-Head of Trade and Head of UK Competition, London Matthew Weiniger QC, Global Head of International Arbitration, London Natura Gracia, Competition Partner, London
3.4	**NOTICES** **For the customer:** Tom Hyner, Deputy Director, Commercial Department for International Trade Windsor House 50 Victoria Street London SW1H 0TL **For the supplier:** Charlotte Morgan Linklaters LLP One Silk Street London EC2Y 8HQ charlotte.l.morgan@linklaters.com

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3.5	**CUSTOMER BILLING ADDRESS** Department for International Trade c/o UK SBS, Queensway House West Precinct Billingham TS23 2NF ap@uksbs.co.uk 0333 207 9122
3.6	**SUPPLIER BANK DETAILS** [redacted]
3.7	**CUSTOMER'S PURCHASE ORDER NUMBER** **PO number will be provided within 30 days of contract commencement**
3.8	**APPROVED SUB-CONTRACTORS** **Steptoe and Johnson LLP** 1330 Connecticut Avenue NW, Washington DC, 20036, United States **Sidley Austin** 1 South Dearborn, Chicago, Illinois, 60603, United States **Fragomen, Del Rey, Bernsen and Loewy LLP** 7 Hanover Square, New York, NY10004 – 2756, United States **Harris, Wiltshire & Grannis LLP** 1919 M Street NW, Eighth Floor, Washington DC, 20036-3537, United States **Fish & Richardson** 1 Marina Park Drive, Boston, Massachusetts, 02210, United States

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3.9	**BCDR** In Panel Terms & Conditions 11.5 – 11.8
3.10	**Exit Management:** In Schedule 2 (Exit Management) The Supplier will be bound pursuant to Schedule 2 (Exit Management) solely to provide reasonable assistance, at its cost, in transitioning the Ordered Panel Services at the Expiry Date. Additionally, the Customer agrees that any artificial technology developments or IT tools developed by the Supplier, or its subcontractors, will not be a transferable asset for the purpose of Schedule 2, even if such IT tool is used in relation to the Ordered Panel Services unless otherwise expressly agreed as part of a brief.
3.11	**Transparency Reports** In Contract Schedule 4 (Transparency Reports)
3.12	**Call Off Guarantee (Clause 10 of the Legal Service Contract):** Not required

4. VARIATIONS TO THE TERMS AND CONDITIONS

4.1	**Liability cap** **For the purpose of clause 7.1.2, the Supplier's liability shall be capped at £10 million per claim.**
4.2	**Conflicts of Interest** Where the Supplier is required to notify the Customer of a Conflict of Interest in accordance with Clause 3.4.2 the Supplier must also provide the Customer with any information the Customer reasonably requires as to how such Conflict of Interest is being managed by the Supplier on an ongoing basis. The Supplier's obligations in respect of Clause 3.4.2 shall extend to any Conflict of Interest or potential Conflict of Interest that may arise in respect of any Sub-Contractor or affiliated firm. The Supplier shall ensure that appropriate arrangements are put in place with any Sub-Contractor or any affiliated firm to enable it to provide such information to the Customer as the Customer may require in respect of any Sub-Contractor or affiliate firm Conflict of Interest. The Supplier shall ensure that any Sub-Contractor

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	or affiliated firm complies with any direction given by the Customer in accordance with Clause 3.4.2. For the avoidance of doubt, the acceptance by the Supplier, its affiliated firms and/or any sub-contractors of instruction from the US Government or its agencies or State Governments, in respect of matters relating to a Free Trade Agreement and/or any negotiations with the UK in relation to a Free Trade Agreement shall be a Conflict of Interest. Any advice relating to this Contract will be subject to conflict checks carried out by the Supplier and its Subcontractors at the time of the relevant instruction.
4.3	**Confidentiality** In Clause 9.2 For the avoidance of doubt, discussion of this contract with officials of any other government or international organisation would be a Material Breach. The Supplier owes the same duty of confidentiality to all of its clients. Where appropriate, safeguards will be in place to protect each client's confidential information. The Customer agrees to waive any right to receive confidential information relating to the Supplier's other clients, even if material to the Customer and/or the Ordered Panel Services.
4.4	**Intellectual Property Rights** Clause 8 (Intellectual Property Rights) will apply but the Supplier excludes any liability for use of their work product for a purpose other than the matter for which it was prepared. For the purpose of Clause 8, any artificial technology developments or IT tools developed by the Supplier, or its subcontractors, will be deemed intellectual property of the Supplier. As such, it is subject to the exclusive rights set out in Clause 8.2.
4.5	**Currency** All payments under this Legal Services Agreement shall be in pounds sterling. In the event that the Supplier has agreed to pay Sub-Contractors or other third parties in a currency other than pounds sterling the Supplier shall bear the risk of any fluctuation in the daily spot exchange rate of that currency against pounds sterling.
4.6	**Contract subject to laws** The Supplier's acceptance of this Legal Services Contract and its schedules (these, together with any other documents connected with the Panel Agreement provided by or on behalf of the Customer, the Authority or the Crown, the "Engagement Documents") remains subject to its legal and professional obligations (for example its duties of confidentiality to its

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	clients and other third parties, its data protection obligations and its Know-Your-Client obligations).
4.7	**Policies** Certain provisions within the Engagement Documents require that the Supplier agrees to act in accordance with or accept various policies (whether these are referred to as policies, procedures, practices, standards, codes, guidance, undertakings or otherwise) or amendments thereto, which the Supplier has not yet been specifically notified of or had an opportunity to review. The Supplier will need to review and approve each such policy (or amendment thereto) prior to being bound by it.
4.8	**Panel Framework Terms and Conditions** Clause 3.5.5 of the Panel Agreement terms and conditions only prevents things that would cause the Customer a material reputational concern in relation to the Ordered Panel Services during the period that the Supplier engaged to act on such Ordered Panel Services. The Customer understands that the Supplier does act opposite the Customer, the Authority and/or the Crown, including commenting on matters of public policy. Clause 3.5.5 does not prevent the Supplier or its Subcontractors from properly representing another client or commenting on matters in the ordinary course of its business.
4.9	**Sub-contractors, agents, third parties** A separate duty of care letter shall be signed by the Customer and the Key Subcontractors prior to that Key Subcontractor commencing work. Nothing in the duty of care letter is intended to amend or otherwise alter the terms of this Legal Services Agreement between the Customer and the Supplier or the terms of the Panel Agreement. The Customer shall be entitled to exercise any rights or remedies it may have against Supplier in respect of the Key Subcontractors under the terms and conditions of this Legal Services Contract in addition to or instead of any rights it may have against the Key Subcontractor under the duty of care letter.

SECTION C

Specification of Requirements

The Department of International Trade (DIT) has overall responsibility for developing, coordinating and delivering new trade and investment policy for the UK, including preparing for and then negotiating Free Trade Agreements and market access deals with non-EU countries, and working side by side with the new Department for Exiting the EU, which will negotiate the UK's new relationship with the EU in tandem.

The purpose of this specification is to set out the scope of the Services that the Supplier shall provide.

1. Requirement

1.1 The Authority requires external legal advice to support it in the possible negotiation of a future UK-US Free Trade Agreement (FTA). Requests for advice will be around

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United States law and legal structures relating to the traditional areas of an FTA, which include, but are not limited to:

a. Goods
b. Agriculture
c. Rules of Origin
d. Textiles and Apparel
e. Customs Administration and Trade Facilitation
f. Sanitary and Phytosanitary Measures
g. Trade Remedies
h. Technical Barriers to Trade
i. Government Procurement
j. Investment
k. Cross-Border Trade in Services
l. Temporary Entry
m. Financial Services
n. Telecommunications
o. Digital Trade
p. Intellectual Property
q. Competition Policy
r. State-Owned Enterprises
s. Labour
t. Environment
u. Small and Medium-Sized Enterprises
v. Dispute Settlement

1.2 Although the exact questions and format of response cannot be confirmed in advance, DIT anticipates that legal advice will be required in a number of different formats and timescales, this may also include a need for advice to be delivered in person or attendance at negotiation sessions:

Anticipated format	Scenario	Examples	Anticipated timescale
Reports, case studies or precedent cases	In preparation for negotiation rounds, DIT would expect to need legal advice in the form of reports, and in some areas case-studies or requests for precedent cases.	Example 1: How are US provisions on [x policy area] implemented in US legislation at both the federal and state level? What precedents are there on the implementation of [x policy] as a result of an FTA? Example 2: What are the significant market access barriers to new entrants to [x] sector? Have any legal challenges been raised against any of these? What	To be agreed in advance of commissioning (e.g. within a month).

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		precedents are there for removing or lessening these barriers through trade agreements? Example 3: In preparation for negotiation rounds, DIT may seek advice on the legal feasibility of a particular negotiating position e.g. whether a proposal falls within state or federal competence and the legal impact of this position in the US.	
By phone and/or email	During negotiation rounds DIT would require a firm to offer legal advice over the phone and by email, often at short notice. We expect a firm to be able to respond to short turnaround times during negotiations.	Example 4: During a negotiation round, the Department may ask for advice relating to examples of when a particular measure referenced in an FTA has been challenged. We would expect a law firm to provide evidence of historical cases and a summary of the challenge and outcome. Example 5: During a negotiation round, the Department may ask for advice relating to a textual change suggested by the US. We would expect a law firm to provide advice on the meaning within a US legal context of the suggested change in language and how this impacts the UK's original objective.	Within a very short turnaround time e.g. within 24 hours (in some cases this may be within less than 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.

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b) **Non-urgent Commission** means a Commission where advice is likely to be required within a longer timeframe, likely to be within around a month.

1.4 Both formats of Commission will be commissioned following the process outlined in section 2 below. in respect of Commissions to both Urgent and Non-urgent Commissions.

1.5 Follow up briefings and Q&A may also be required, on the discretion of DIT. These will be discussed with the firm but DIT expects to provide at least 5 working days' notice in advance of briefings and presentations to DIT.

1.6 It is the Customer's opinion that in order to successfully deliver the requirements, the law firm from the panel must have partner offices, or sub-contracting arrangements with local lawyers located in the United States, notably in Washington DC.

2. Commissioning and acceptance process

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

a) DIT will send a Commission to the Supplier on the Commissioning Template to the supplier's single point of contact (SPOC)

b) The SPOC should confirm receipt of the Commission within 1 working hour in all cases. If the request is an urgent (24 hours or less) commission, the firm should revert back with estimated costings for the Commission within 2 working hours from the initial Commission, if the request is a non-urgent commission (1 month) the firm should revert with estimated costings within 48 hours. Firms should be aware that the team could expect to be working in US time zones every 12 weeks. DIT will provide as much notice as possible of this. Expected working hours are 9am-5.30pm (GMT), but are subject to change with advance notice from DIT.

c) DIT will review the Supplier's response to the Commission, and subject to DIT's satisfaction, 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 DIT 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.

f) DIT will notify the firm SPOC of any concerns on quality or completeness of advice or cost within 5 working days of having received advice. If there are no disputes, DIT will confirm acceptance of advice to standard and confirm that payment will be made on receipt of invoice.

g) Supplier invoices monthly in arrears for all completed Commissions. DIT will pay invoices within 30 days of invoices received.

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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/months required to deliver the Commission) they will notify DIT immediately by resubmitting the Commissioning Template and gain re-approval for the increase in cost.

2.2 In instances of extreme urgency, there may be occasions where DIT waives the requirement for quotes to be provided in advance of work commencing for Urgent Commissions. The right to waive this requirement will be entirely at DIT'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.

2.4 DIT will notify the Supplier SPOC of any concerns on quality or completeness of advice or cost within 5 working days of received advice. Disputes will be handled on a case by case basis but examples include:

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

3. Required expertise

3.1 UK firms should have trained and legally qualified lawyers. US firms should be employing senior lawyers and partners who have obtained a Juris Doctor (JD) from an accredited American Bar Association (ABA) university.

3.2 The Supplier will be required to demonstrate expertise, or ready access to expertise, in the following areas:

i. US constitutional law

ii. Congress and trade promotion authority procedure

iii. Federal government / state government responsibilities and regulatory frameworks

iv. Negotiation and implementation of Free Trade Agreements in the US, including expertise on US-Mexico-Canada (USMCA)

v. International trade law

vi. US trade negotiating modalities.

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3.3 DIT also requires an in-depth understanding of current US trade dynamics. The Supplier should demonstrate how they are on the 'pulse' of current trade negotiation dynamics and US negotiating modalities, including in the recent US-Mexico-Canada (USMCA) agreement, North American Free Trade Agreement (NAFTA), US-Korea Free Trade Agreement (KORUS), etc.

3.4 DIT's preference is that at least one Lawyer and Senior Lawyer should be US based and an expert on US law. If this will not be possible, the Supplier should demonstrate how they will still be able to achieve the required outputs without US based lawyers who are experts on US law.

4. Length and value of contract

4.1 The Supplier will have the capacity and availability to answer questions as soon as the contract is awarded, although it should be noted that work may not be immediately commissioned depending on the timescales of any negotiations. DIT will provide the successful firm with advance warning of the dates of negotiation rounds once confirmed.

4.2 Questions posed will be charged at the successful firm's hourly, daily or monthly rate (as appropriate). The rate applied will be as per the terms of the Finance and Complex Legal Services Panel i.e. if work exceeds 8 hours it will be charged at the daily rate rather than the hourly rate. Firms 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 DIT requires the Supplier and their sub-contractors to take security very seriously. The Supplier must detail and give the necessary assurances on how they will handle sensitive information and advice. In particular, addressing security with any US firm or sub-contractors working on this project including secure transfers, teleconferences, file storage and more.

5.2 The Supplier must also notify DIT of any actual and potential conflicts of interest, and ways of managing these, including on an ongoing basis. In particular, Supplier must accept instruction from the US Government or its agencies or State Governments, in relation to matters pertaining to a Free Trade Agreement negotiation with the UK. The Supplier will be responsible for ensuring that any affiliated firms or sub-contractors who undertake work for the US Government or its agencies or State Governments, in relation to matters pertaining to a Free Trade Agreement negotiation with the UK are appropriately managed.

5.3 For the avoidance of doubt, the Supplier must note that discussion of this project with officials of any other government or international organisation would be in breach of contract.

6 Additional value

6.1 The Supplier shall provide additional value to DIT through the contract in accordance with the Supplier's response to the invitation to further competition. This includes:

i. Meeting rooms and office space

ii. Training

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iii. Secondments

iv. Technology

v. Information and alerts

vi. Access to the client knowledge portal

7. Indicative timescales

7.1 DIT 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.

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Specification Annex 1 - Commissioning template and flow chart of commissioning and acceptance process

Commissioning template

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

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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



See also Schedule 5 – Key Performance Indicators and Contract Governance

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Part 2 –Terms and Conditions

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RECITALS

A. The Customer has followed the call off procedure set out in paragraph 1.3 of Panel Schedule 5 (Ordering Procedure) and has awarded this Legal Services Contract to the Supplier by way of a Further Competition Procedure.

B. The Customer issued its Statement of Requirements for the provision of the Ordered Panel Services on 3rd October 2019.

C. In response to the Statement of Requirements the Supplier submitted a Tender to the Customer on the 17th October 2019 through which it provided to the Customer its solution for providing the Ordered Panel Services.

D. On the basis of the Tender, the Customer selected the Supplier to provide the Ordered Panel Services to the Customer in accordance with the terms of this Legal Service Contract.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

1.1.1 In this Legal Services Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in Contract Schedule 1 (Definitions) or the relevant Contract Schedule in which that capitalised expression appears.

1.1.2 If a capitalised expression does not have an interpretation in Contract Schedule 1 (Definitions) or relevant Contract Schedule, it shall have the meaning given to it in the Panel Agreement. If no meaning is given to it in the Panel Agreement, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning

1.2 Interpretation

1.2.1 The interpretation and construction of the Legal Services Contract shall be subject to the following provisions:

1.2.1.1 words importing the singular meaning include where the context so admits the plural meaning and vice versa;

1.2.1.2 words importing the masculine include the feminine and the neuter;

1.2.1.3 the words "include", "includes" and "including" “for example” and “in particular” and words of similar effect are to be construed as if they were immediately followed by the words "without limitation" and shall not limit the general effect of the words which precede them;

1.2.1.4 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown;

1.2.1.5 references to any statute, enactment, order, regulation, code, official guidance or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation, code, official guidance or instrument as amended or replaced by any subsequent enactment, modification, order, regulation, code, official guidance or instrument (whether such amendment or replacement occurs before or after the date of the Legal Services Contract);

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1.2.1.6 headings are included in the Legal Services Contract for ease of reference only and shall not affect the interpretation or construction of the Legal Services Contract;

1.2.1.7 references to "Clauses" and the "Contract Schedules" are, unless otherwise provided, references to the clauses of and the schedules to this Legal Services Contract and references in any Contract Schedule to parts, paragraphs. annexes and tables are, unless otherwise provided, references to the parts, paragraphs annexes and tables of the Contract Schedule in which these references appear;

1.2.1.8 a reference to a Clause is a reference to the whole of that Clause unless stated otherwise; and

1.2.2 in the event of and only to the extent of any conflict between the Order Form, these Terms and Conditions and the provisions of the Panel Agreement, the conflict shall be resolved in accordance with the following order of precedence:

1.2.2.1 the Panel Agreement (excluding Panel Schedule 4 (Template Order Form and Template Terms and Conditions));

1.2.2.2 the Order Form;

1.2.2.3 these Terms and Conditions;

1.2.2.4 any other document referred to in the Legal Services Contract; and

1.2.2.5 Panel Schedule 21 (Tender).

2. The Ordered Panel Services

2.1 This Legal Services Contract shall commence on the Commencement Date set out at section A, paragraph 1.4 (Commencement Date) of the Order Form and expire either as set out at section A, paragraph 1.5 (Term) of the Order Form or on the completion of the Ordered Panel Services, unless extended or terminated earlier in accordance with these Terms and Conditions.

2.2 The Supplier shall supply the Ordered Panel Services set out in the Order Form (as the same may be amended or updated in accordance with this Legal Services Contract) to the Customer in accordance with the provisions of the Legal Services Contract.

3. Delivery and management of the Ordered Panel Services

3.1 Within a reasonable period of time of the Commencement Date (having regard to the circumstances), the Supplier shall take proactive steps (in a manner and to an extent proportionate to the size and nature of the Order) to plan and agree the Ordered Panel Services to be provided with the Customer to clarify and document (to the extent that the above have not been done prior to or at the Commencement Date and included at paragraph 1.2 of section B (the Ordered Panel Services) of the Order Form):

3.1.1 the legal advice required;

3.1.2 how legal input will be structured to minimise costs and maximise efficiency;

3.1.3 whether and how work previously undertaken for central Government can be re-used to reduce cost;

3.1.4 the levels and names of Supplier Personnel working on performing the Ordered Panel Services, including the Key Personnel identified in the Order Form and/or pursuant to Clause 5 (below);

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3.1.5 which of the Customer's Personnel can provide instructions and authorise additional work; and

3.1.6 the general management of the Ordered Panel Services and the provision by the Supplier thereof.

3.2 During the performance of the Ordered Panel Services the Supplier shall conduct reviews at intervals specified at paragraph 1.2 of section B (the Ordered Panel Services) of the Order Form (if so specified) but in any event no less than once every three (3) Months to:

3.2.1 review adherence to the plans (whether original plans or plans as subsequently amended under this Clause 3.2, as the case may be) for the Ordered Panel Services prepared pursuant to clause 3.1 (above); and

3.2.2 ensure optimisation of efficiency and value for money in provision of the Ordered Panel Services.

3.3 The Supplier shall:

3.3.1 confirm to the Customer that any review required has, in each case, been completed; and

3.3.2 report to the Customer on the outcome of the review (including documenting the same in such form as the Customer may reasonably require); and

3.3.3 make and apply such adjustments to the plans for the delivery of the Ordered Panel Services as the Customer may direct.

3.4 The Supplier shall:

3.4.1 comply with all reasonable instructions given to the Supplier and the Supplier Personnel by the Customer in relation to the Ordered Panel Services from time to time, including reasonable instructions to reschedule or alter the Ordered Panel Services;

3.4.2 without prejudice to Clause 3.4.1, immediately report to the Customer's Representative any matters which involve or could potentially involve an actual or potential Conflict of Interest and/or of Clause 9.2 (Confidentiality) and shall follow any direction made by the Customer in respect of the proper management and mitigation of the same;

3.4.3 co-operate in a timely and prompt manner with the Customer and the Customer's other professional advisers in relation to the Ordered Panel Services as required by the Customer;

3.4.4 comply with the Customer's internal policies and procedures and Government codes and practices in force from time to time (including policies, procedures, codes and practices relating to vetting, security, equality and diversity, confidentiality undertakings and sustainability) in each case as notified to the Supplier in writing by the Customer; and

3.4.5 save to the extent expressly set out in the Order Form, obtain Approval from the Customer's Representative before advising the Customer on:

(a) EU law (including State aid and public procurement); or

(b) public law (including national security); or

(c) the Transfer of Undertakings (Protection of Employment) Regulations 1981 (or any subsequent enactment thereof); or

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(d) any other issue as may be notified to the Supplier from time to time by the Customer's Representative,

and where Approval is given, if the advice is given orally, confirm in writing, to the Customer's Representative, any advice given to the Customer.

3.5 The Supplier shall not:

3.5.1 knowingly act at any time during the term of the Legal Services Contract in any capacity for any person, firm or company in circumstances where a Conflict of Interest between such person, firm or company and the Customer will thereby arise or exist in relation to the Ordered Panel Services; or

3.5.2 incur any expenditure which would result in any estimated figure for any element of the Ordered Panel Services being exceeded without the Customer's written agreement; or

3.5.3 without the prior written consent of the Customer, accept any commission, discount, allowance, direct or indirect payment, or any other consideration from any third party in connection with the provision of the Ordered Panel Services; or

3.5.4 pledge the credit of the Customer in any way; or

3.5.5 engage in any conduct which in the reasonable opinion of the Customer is prejudicial to the Customer, the Authority or the Crown.

3.6 Both Parties shall take all necessary measures to ensure the health and safety of the other Party's employees, consultants and agents visiting their premises.

3.7 Where the Supplier is more than one firm or organisation acting as a Group of Economic Operators, each firm or organisation that is a member of the Group of Economic Operators shall be jointly and severally liable for performance of the Supplier's obligations under the Legal Services Contract.

3.8 Upon expiry of this Legal Services Contract, or as the Ordered Panel Services to be performed under it near completion, as seems appropriate to the Customer under the circumstances, the Supplier shall conduct a knowledge transfer exercise where requested to do so by the Customer. This exercise shall:

3.8.1 document, collate and transfer to the Customer any significant know-how, learning and/or practices generated, developed and/or used by the Supplier during this Legal Services Contract;

3.8.2 compile and transfer to the Customer a document bible(s) (including electronic versions of the same if the Customer so requires) comprising the contractual and/or other documents and/or advice generated, developed and/or used by the Supplier during this Legal Services Contract;

3.8.3 be completed within one (1) Month of the later of completion of the relevant Ordered Panel Services, or the request to conduct the exercise made by the Customer, or the expiry of this Legal Services Contract; and

3.8.4 be performed at no additional cost or charge to the Customer.

Records, Audit Access and Open Book Data

3.9 The Supplier shall keep and maintain for seven (7) years after the Expiry Date (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Legal Services Contract including the Ordered Panel Services provided under it, any Sub-Contracts and the amounts paid by the Customer.

3.10 The Supplier shall:

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3.10.1 keep the records and accounts referred to in Clause 3.9 in accordance with Good Industry Practice and Law; and

3.10.2 afford any Auditor access to the records and accounts referred to in Clause 3.9 at the Supplier's premises and/or provide records and accounts (including copies of the Supplier's published accounts) or copies of the same, as may be required by any of the Auditors from time to time during the Term and the period specified in Clause 3.9, in order that the Auditor(s) may carry out an inspection to assess compliance by the Supplier and/or its Sub-Contractors of any of the Supplier's obligations under this Legal Services Contract including in order to:

(a) verify the accuracy of the Charges and any other amounts payable by the Customer under this Legal Services Contract (and proposed or actual variations to them in accordance with this Legal Services Contract);

(b) verify the costs of the Supplier (including the costs of all Sub-Contractors and any third party suppliers) in connection with the provision of the Ordered Panel Services;

(c) verify the Open Book Data;

(d) verify the Supplier's and each Sub-Contractor's compliance with the applicable Law;

(e) identify or investigate an actual or suspected Prohibited Act, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Customer shall have no obligation to inform the Supplier of the purpose or objective of its investigations;

(f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, the Panel Guarantor and/or the Call Off Guarantor and/or any Sub-Contractors or their ability to perform the Ordered Services

(g) obtain such information as is necessary to fulfil the Customer's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;

(h) review any books of account and the internal contract management accounts kept by the Supplier in connection with this Legal Services Contract;

(i) carry out the Customer's internal and statutory audits and to prepare, examine and/or certify the Customer's annual and interim reports and accounts;

(j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Customer has used its resources;

(k) verify the accuracy and completeness of any information delivered or required by this Legal Services Contract;

(l) review the Supplier's quality management systems (including any quality manuals and procedures);

(m) review the Supplier's compliance with the Standards;

(n) inspect the Customer assets, including the Customer's IPRs, equipment and facilities, for the purposes of ensuring that the Customer assets are secure and that any register of assets is up to date; and/or

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(o) review the integrity, confidentiality and security of the Customer Data.

3.11 The Customer shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Ordered Panel Services save insofar as the Supplier accepts and acknowledges that control over the conduct of audits carried out by the Auditor(s) is outside of the control of the Customer.

3.12 Subject to the Supplier's rights in respect of Confidential Information, the Supplier shall on demand provide the Auditor(s) with all reasonable co-operation and assistance in:

3.12.1 all reasonable information requested by the Customer within the scope of the audit;

3.12.2 reasonable access to sites controlled by the Supplier and to any Supplier Equipment used in the provision of the Ordered Panel Services; and

3.12.3 access to the Supplier Personnel.

3.13 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations in respect of records, audit access and open book data, unless the audit reveals a breach by the Supplier in which case the Supplier shall reimburse the Customer for the Customer's reasonable costs incurred in relation to the audit.

4. Variation and Extension

4.1.1 The Customer may request:

4.1.1.1 a variation to the Ordered Panel Services;

4.1.1.2 an extension to the Term specified at paragraph 1.5 of section A of the Order Form); and/or

4.1.1.3 a variation to any other part of the Order Form; and/or

4.1.1.4 a variation to any other term of these Terms and Conditions,

at any time during the Term.

4.1.2 Any request by the Customer for a variation to the Ordered Panel Services shall be by written notice to the Supplier:

4.1.2.1 giving sufficient information for the Supplier to assess the extent of the variation and any additional costs that may be incurred (where any element of the Charges is composed of a fixed price or a capped price); and

4.1.2.2 specifying the timeframe within which the Supplier must respond to the request, which shall be reasonable and the Supplier shall respond to such request within such timeframe.

4.1.3 In the event that the Supplier and the Customer are unable to agree any change to the Charges in connection with any requested variation to the Ordered Panel Services, the Customer may agree that the Supplier should continue to perform its obligations under the Legal Services Contract without the variation or may terminate the Legal Services Contract in accordance with Clause 11.8 (Termination in relation to Variation).

5. Personnel

Key Personnel

5.1 Where Key Personnel have been specified in the Order Form this Clause 5 and the following provisions shall apply:

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5.1.1 The Order Form lists the Key Personnel who the Supplier shall appoint to fill the Key Roles (where identified) at the Commencement Date;

5.1.2 the Supplier shall ensure that the Key Personnel fulfil the Key Roles at all times during the Term;

5.1.3 the Customer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Personnel;

5.1.4 the Supplier shall not remove or replace any Key Personnel (including when carrying out its obligations under Contract Schedule 2 (Exit Management) unless :

5.1.4.1 requested to do so by the Customer;

5.1.4.2 the relevant person concerned resigns, retires or dies or takes any extended absences such as maternity leave or long-term sick leave;

5.1.4.3 the person's employment or contractual arrangement with the Supplier or a Sub-Contractor is terminated for material breach of contract by the employee; or

5.1.4.4 the Supplier obtains the Customer's prior written consent (such consent not to be unreasonably withheld or delayed);

5.1.5 the Supplier shall:

5.1.5.1 notify the Customer promptly of the absence of any Key Personnel (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);

5.1.5.2 ensure that any Key Role is not vacant for any longer than five (5) Working Days;

5.1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Personnel and, except in the cases of death, unexpected ill health or a material breach of the Key Personnel's employment contract, this will mean at least three (3) Months' notice;

5.1.5.4 ensure that all arrangements for planned changes in Key Personnel provide adequate periods during which incoming and outgoing personnel work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Ordered Panel Services; and

5.1.5.5 ensure that any replacement for a Key Role:

(a) has a level of qualifications and experience appropriate to the relevant Key Role; and

(b) is fully competent to carry out the tasks assigned to the Key Personnel whom he or she has replaced;

5.1.5.6 shall and shall procure that any Sub-Contractor shall not remove or replace any Key Personnel during the Term without Approval; and

5.1.5.7 the Supplier shall not charge, and the Customer shall have no liability to pay, for any additional costs incurred by the Supplier in respect of reading-in time by any replacement Key Personnel.

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5.2 The Customer may direct the Supplier to end the involvement in the provision of the Ordered Panel Services of any of the Supplier Personnel:

5.2.1 whom the Customer believes does not have the required levels of training and expertise; or

5.2.2 whose performance, in the Customer's opinion, has been unsatisfactory; or

5.2.3 where the Customer has other reasonable grounds for doing so.

5.3 The Customer will consult with and provide reasons to the Supplier where it is able to and where it is appropriate for the Customer to do so, provided that the decision of the Customer shall be final and it shall not be obliged to provide any reasons. The Customer shall not be liable for the cost of replacing any such Key Personnel.

Supplier Personnel

5.4 The Supplier shall:

5.4.1 provide a list of the names of all Supplier Personnel requiring admission to Customer Premises, specifying the capacity in which they require admission and giving such other particulars as the Customer may reasonably require;

5.4.2 ensure that all Supplier Personnel:

5.4.2.1 are appropriately qualified, trained and experienced to provide the Ordered Panel Services with all reasonable skill, care and diligence;

5.4.2.2 are vetted in accordance with Good Industry Practice and, where applicable, the Security Policy and the Standards;

5.4.2.3 obey all lawful instructions and reasonable directions of the Customer (including, if so required by the Customer, the ICT Policy) and provide the Ordered Panel Services to the reasonable satisfaction of the Customer; and

5.4.2.4 comply with all reasonable requirements of the Customer concerning conduct at the Customer Premises, including any security requirements as notified to the Supplier by the Customer from time to time;

5.4.3 subject to Contract Schedule 3 (Staff Transfer), retain overall control of the Supplier Personnel at all times so that the Supplier Personnel shall not be deemed to be employees, agents or contractors of the Customer;

5.4.4 be liable at all times for all acts or omissions of Supplier Personnel, so that any act or omission of a member of any Supplier Personnel which results in a breach under this Legal Services Contract shall be a breach by the Supplier;

5.4.5 use all reasonable endeavours to minimise the number of changes in Supplier Personnel;

5.4.6 replace (temporarily or permanently, as appropriate) any Supplier Personnel as soon as practicable if any Supplier Personnel have been removed or are unavailable for any reason whatsoever;

5.4.7 bear the programme familiarisation and other costs associated with any replacement of any Supplier Personnel; and

5.4.8 procure that the Supplier Personnel shall vacate any Customer Premises immediately upon the Expiry Date.

5.5 If the Customer reasonably believes that any of the Supplier Personnel are unsuitable to undertake work in respect of this Legal Services Contract, it may:

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5.5.1 refuse admission to the relevant person(s) to the Customer Premises; and/or

5.5.2 direct the Supplier to end the involvement in the provision of the Ordered Panel Services of the relevant person(s).

5.6 The decision of the Customer as to whether any person is to be refused access to the Customer Premises shall be final and conclusive.

Staff Transfer

5.7 The Parties agree that:

5.7.1 where the commencement of the provision of the Ordered Panel Services or any part of the Ordered Panel Services results in one or more Relevant Transfers, Contract Schedule 3 (Staff Transfer) shall apply as follows:

(a) where the Relevant Transfer involves the transfer of Transferring Customer Employees, Part A of Contract Schedule 4 (Staff Transfer) shall apply;

(b) where the Relevant Transfer involves the transfer of Transferring Former Supplier Employees, Part B of Contract Schedule 3 (Staff Transfer) shall apply;

(c) where the Relevant Transfer involves the transfer of Transferring Customer Employees and Transferring Former Supplier Employees, Parts A and B of Contract Schedule 3 (Staff Transfer) shall apply; and

(d) Part C of Contract Schedule 3 (Staff Transfer) shall not apply;

5.7.2 where commencement of the provision of the Ordered Panel Services or a part of the Services does not result in a Relevant Transfer, Part C of Contract Schedule 3 (Staff Transfer) shall apply and Parts A and B of Contract Schedule 3 (Staff Transfer) shall not apply; and

5.7.3 Part D of Contract Schedule 3 (Staff Transfer) shall apply on the expiry or termination of the Ordered Panel Services or any part of the Ordered Panel Services;

5.8 The Supplier shall both during and after the Term indemnify the Customer against all Employee Liabilities that may arise as a result of any claims brought against the Customer by any person where such claim arises from any act or omission of the Supplier or any Supplier Personnel.

Appointment of Sub-Contractors

5.9 The Supplier shall exercise due skill and care in the selection of any Sub-Contractors to ensure that the Supplier is able to:

5.9.1 manage any Sub-Contractors in accordance with Good Industry Practice;

5.9.2 comply with its obligations under this Legal Services Contract in the provision of the Ordered Panel Services; and

5.9.3 assign, novate or otherwise transfer to the Customer or any Replacement Supplier any of its rights and/or obligations under each Sub-Contract that relates exclusively to this Legal Services Contract.

5.10 Prior to sub-contacting any of its obligations under this Legal Services Contract, the Supplier shall notify the Customer and provide the Customer with:

5.10.1 the proposed Sub-Contractor's name, registered office and company registration number;

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5.10.2 the scope of any Ordered Panel Services to be provided by the proposed Sub-Contractor; and

5.10.3 where the proposed Sub-Contractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Customer that the proposed Sub-Contract has been agreed on "arm's-length" terms.

5.11 If requested by the Customer within ten (10) Working Days of receipt of the Supplier's notice issued pursuant to Clause 5.10, the Supplier shall also provide:

5.11.1 a copy of the proposed Sub-Contract; and

5.11.2 any further information reasonably requested by the Customer.

5.12 The Customer may, within ten (10) Working Days of receipt of the Supplier's notice issued pursuant to Clause 5.10 (or, if later, receipt of any further information requested pursuant to Clause 5.11), object to the appointment of the relevant Sub-Contractor if they consider that:

5.12.1 the appointment of a proposed Sub-Contractor may prejudice the provision of the Ordered Panel Services or may be contrary to the interests respectively of the Customer under this Legal Services Contract;

5.12.2 the proposed Sub-Contractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or

5.12.3 the proposed Sub-Contractor employs unfit persons,

in which case, the Supplier shall not proceed with the proposed appointment.

5.13 If:

5.13.1 the Customer has not notified the Supplier that it objects to the proposed Sub-Contractor's appointment by the later of ten (10) Working Days of receipt of:

(e) the Supplier's notice issued pursuant to Clause 5.10; and

(f) any further information requested by the Customer pursuant to Clause 5.11; and

5.13.2 the proposed Sub-Contract is not a Key Sub-Contract which shall require the written consent of the Authority and the Customer,

the Supplier may proceed with the proposed appointment.

Appointment of Key Sub-Contractors

5.14 The Authority and the Customer have consented to the engagement of the Key Sub-Contractors listed in Panel Schedule 7 (Key Sub-Contractors).

5.15 Where the Supplier wishes to enter into a new Key Sub-Contract or replace a Key Sub-Contractor, it must obtain the prior written consent of the Authority and the Customer (the decision to consent or otherwise not to be unreasonably withheld or delayed). The Authority and/or the Customer may reasonably withhold its consent to the appointment of a Key Sub-Contractor if any of them considers that:

5.15.1 the appointment of a proposed Key Sub-Contractor may prejudice the provision of the Ordered Panel Services or may be contrary to its interests;

5.15.2 the proposed Key Sub-Contractor is unreliable and/or has not provided reliable goods and/or reasonable services to its other customers; and/or

5.15.3 the proposed Key Sub-Contractor employs unfit persons.

5.16 Except where the Authority and the Customer have given their prior written consent under Clause 5.14, the Supplier shall ensure that each Key Sub-Contract shall include:

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5.16.1 provisions which will enable the Supplier to discharge its obligations under this Legal Services Contract;

5.16.2 a right under CRTPA for the Customer to enforce any provisions under the Key Sub-Contract which confer a benefit upon the Customer;

5.16.3 a provision enabling the Customer to enforce the Key Sub-Contract as if it were the Supplier;

5.16.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to the Customer or any Replacement Supplier;

5.16.5 obligations no less onerous on the Key Sub-Contractor than those imposed on the Supplier under this Legal Services Contract in respect of:

(a) data protection requirements set out in Clause 9.1 (Protection of Personal Data);

(b) FOIA requirements set out in Clause 9.4 (Freedom of Information);

(c) the obligation not to embarrass the Customer or otherwise bring the Customer into disrepute set out in Clause 13.3;

(d) the keeping of records in respect of the Ordered Panel Services being provided under the Key Sub-Contract, including the maintenance of Open Book Data;

(e) the conduct of audits set out in Clause 3 under the heading of Records, Audit Access & Open Book Data;

5.16.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on the Customer under Clause 11 (Termination) and Clause 12 (Consequences of Expiry or Termination) of this Legal Services Contract;

5.16.7 a provision restricting the ability of the Key Sub-Contractor to Sub-Contract all or any part of the provision of the Ordered Panel Services provided to the Supplier under the Sub-Contract without first seeking the written consent of the Customer;

5.16.8 a provision, where a provision in Contract Schedule 3 (Staff Transfer) imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, requiring the Key Sub-Contractor to provide such indemnity, undertaking or warranty to the Customer, Former Supplier or the Replacement Supplier as the case may be.

Appointment of Key Sub-Contractors

5.17 The Supplier shall ensure that all Sub-Contracts contain a provision:

5.17.1 requiring the Supplier to pay any undisputed sums which are due from it to the Sub-Contractor within a specified period not exceeding thirty (30) days from the receipt of a valid invoice;

5.17.2 requiring that any invoices submitted by a Sub-Contractor shall be considered and verified by the Supplier in a timely fashion and that undue delay in doing so shall not be sufficient justification for failing to regard an invoice as valid and undisputed;

5.17.3 requiring the Sub-Contractor to include in any Sub-Contract which it in turn awards suitable provisions to impose, as between the parties to that Sub-

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Contract, requirements to the same effect as those required by sub-clauses 5.17.1 and 5.17.2 directly above; and

5.17.4 conferring a right to the Customer to publish the Supplier's compliance with its obligation to pay undisputed invoices within the specified payment period.

5.18 The Supplier shall pay any undisputed sums which are due from it to a Sub-Contractor within thirty (30) days from the receipt of a valid invoice.

5.19 Any invoices submitted by a Sub-Contractor to the Supplier shall be considered and verified by the Supplier in a timely fashion. Undue delay in doing so shall not be sufficient justification for the Supplier failing to regard an invoice as valid and undisputed.

5.20 Notwithstanding any provision of Clauses 9.2 (Confidentiality) and 13 (Publicity, Media and Official Enquiries) if the Supplier notifies the Customer that the Supplier has failed to pay an undisputed Sub-Contractor's invoice within thirty (30) days of receipt, or the Customer otherwise discovers the same, the Customer shall be entitled to publish the details of the late or non-payment (including on Government websites and in the press).

Termination of Sub-Contracts

5.21 The Customer may require the Supplier to terminate:

5.21.1 a Sub-Contract where:

(a) the acts or omissions of the relevant Sub-Contractor have caused or materially contributed to the Customer's right of termination pursuant to any of the termination events in Clause 11 (Termination) except Clause 11.5 (Termination on Notice); and/or

(b) the relevant Sub-Contractor or its Affiliates embarrassed the Customer or otherwise brought the Customer into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Customer, regardless of whether or not such act or omission is related to the Sub-Contractor's obligations in relation to the Ordered Panel Services or otherwise; and/or

5.21.2 a Key Sub-Contract where there is a Change of Control of the relevant Key Sub-Contractor, unless:

(a) the Customer has given its prior written consent to the particular Change of Control, which subsequently takes place as proposed; or

(b) the Customer has not served its notice of objection within six (6) months of the later of the date the Change of Control took place or the date on which the Customer was given notice of the Change of Control.

Competitive Terms

5.22 If the Customer is able to obtain from any Sub-Contractor or any other third party more favourable commercial terms with respect to the supply of any materials, equipment, software, goods or services used by the Supplier or the Supplier Personnel in the supply of the Ordered Panel Services, then the Customer may:

5.22.1 require the Supplier to replace its existing commercial terms with its Sub-Contractor with the more favourable commercial terms obtained by the Customer in respect of the relevant item; or

5.22.2 subject to the Clauses allowing termination of Sub-Contracts, enter into a direct agreement with that Sub-Contractor or third party in respect of the relevant item.

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5.23 If the Customer exercises the option pursuant to Clause 5.22, then the Charges shall be reduced by an amount that is agreed in accordance with Clause 4 (Variation and Extension).

5.24 The Customer's right to enter into a direct agreement for the supply of the relevant items is subject to:

5.24.1 the Customer making the relevant item available to the Supplier where this is necessary for the Supplier to provide the Ordered Panel Services; and

5.24.2 any reduction in the Charges taking into account any unavoidable costs payable by the Supplier in respect of the substituted item, including in respect of any licence fees or early termination charges.

Retention of Legal Obligations

5.25 Notwithstanding the Supplier's right to Sub-Contract, the Supplier shall remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own.

6. CHARGES AND INVOICING

6.1 Charges and VAT

6.1.1 In consideration of the Supplier's performance of its obligations under this Legal Services Contract, the Customer shall pay the undisputed Charges in accordance with this Clause 6 (Charges and Invoicing).

6.1.2 The Customer shall, in addition to the Charges and following receipt of a valid invoice, pay the Supplier a sum equal to the VAT chargeable on the value of the Ordered Panel Services supplied.

6.1.3 The provisions of Panel Schedule 3 (Panel Prices and Charging Structure) of the Panel Agreement shall apply in relation to the Ordered Panel Services.

6.1.4 The Supplier shall indemnify the Customer on demand and on a continuing basis against any liability, including without limitation any interest, penalties or costs, which are suffered or incurred by or levied, demanded or assessed on the Customer at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under the Legal Services Contract. Any amounts due under this Clause 6.1.4 shall be paid by the Supplier to the Customer not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Customer.

6.2 Invoicing

6.2.1 The Customer shall pay all undisputed sums properly due and payable to the Supplier in respect of the Ordered Panel Services in cleared funds by no later than thirty (30) calendar days after the date of a validly issued invoice for such sums.

6.2.2 The Supplier shall ensure that each invoice (whether submitted electronically or in a paper form) contains all appropriate references and a detailed breakdown of the Ordered Panel Services provided and any Reimbursable Expenses and/or Disbursements and/or any other costs (where the Customer has indicated in the Order Form that these are payable) and that it is supported by Supporting Documentation.

6.2.3 The Supplier shall ensure that all invoices submitted to the Customer for the Ordered Panel Services are exclusive of the Management Charge payable to the Authority in respect of the Ordered Panel Services. The Supplier shall not be entitled to increase the Charges by an amount equal to such Management

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Charge or to recover such Management Charge as a surcharge or disbursement.

6.2.4 The Supplier shall make any payments due to the Customer without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has a valid court order requiring an amount equal to such deduction to be paid by the Customer to the Supplier.

6.2.5 Subject always to the provisions of Clause 16, if the Supplier enters into a Sub-Contract in respect of the Ordered Panel Services (or any part of them), it shall ensure that a provision is included in such Sub-Contract which requires payment to be made of all sums due by the Supplier to the Sub-Contractor within a specified period not exceeding thirty (30) calendar days from the receipt of a validly issued invoice, in accordance with the terms of the Sub-Contract.

6.2.6 The Supplier shall not suspend the supply of the Ordered Panel Services unless:

6.2.6.1 the Supplier is entitled to terminate the Legal Services Contract under Clause 11.2.2 on the grounds of the Customer's failure to pay undisputed sums of money. Interest shall be payable by the Customer in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 on the late payment of any undisputed sums of money properly invoiced by the Supplier in respect of the Services; and

6.2.6.2 the Supplier has provided ten (10) Working Days notice of its intention to suspend the provision of the Ordered Panel Services.

6.2.7 The Supplier shall accept the Government Procurement Card as a means of payment for the Ordered Panel Services where such card is agreed with the Customer to be a suitable means of payment. The Supplier shall be solely liable to pay any merchant fee levied for using the Government Procurement Card and shall not be entitled to recover this charge from the Customer.

6.2.8 All payments due hereunder shall be made in cleared funds to such bank or building society account as is specified at paragraph 3.6 of section B of the Order Form or otherwise as the recipient Party may from time to time direct by notice in writing.

6.3 Recovery of Sums Due

6.3.1 Wherever under the Legal Services Contract any sum of money is recoverable from or payable by the Supplier (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Legal Services Contract), the Customer may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Supplier under the Legal Services Contract.

6.3.2 Any overpayment by either Party, whether of the Charges or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

7. LIABILITY AND INSURANCE

7.1 Liability

7.1.1 Neither Party excludes or limits its liability for:

7.1.1.1 death or personal injury caused by its negligence, or that of its employees, agents or Sub-Contractors; or

7.1.1.2 bribery or Fraud by it or its employees or agents; or

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7.1.1.3 any other liability than cannot be excluded or limited under Law.

7.1.2 No individual nor any service company of the Supplier employing that individual shall have any personal liability to the Customer for the Ordered Panel Services supplied by that individual on behalf of the Supplier and the Customer shall not bring any claim under the Legal Services Contract against that individual or such service company in respect of the Ordered Panel Services save in the case of Fraud or any liability for death or personal injury. Nothing in this Clause 7.1.2 shall in any way limit the liability of the Supplier in respect of the Ordered Panel Services, and such liability shall be uncapped unless otherwise specified in the Order Form. The total aggregate liability of the Customer under this Legal Services Contract shall be limited to one hundred per cent (100%) of the Charges paid or properly due hereunder

7.1.3 The Supplier shall fully indemnify and keep indemnified the Customer on demand in full from and against all claims, proceedings, actions, damages, costs, expenses and any other liabilities whatsoever arising out of, in respect of or in connection with, the supply, purported supply or late supply of the Ordered Panel Services or the performance or non-performance by the Supplier of its obligations under the Panel Agreement and the Customer's financial loss arising from any advice given or omitted to be given by the Supplier, or any other loss which is caused by any act or omission of the Supplier.

7.1.4 Subject to Clauses 6.1.1 and 6.1.5, in no event shall either Party be liable to the other for any:

7.1.4.1 loss of profits;

7.1.4.2 loss of business;

7.1.4.3 loss of revenue;

7.1.4.4 loss of or damage to goodwill;

7.1.4.5 loss of anticipated savings; and/or

7.1.4.6 any indirect, special or consequential loss or damage.

7.1.5 The Supplier shall be liable for the following types of loss, damage, cost or expense which shall be regarded as direct and shall (without in any way, limiting other categories of loss, damage, cost or expense which may be recoverable by the Customer) be recoverable by the Customer:

7.1.5.1 any additional operational and/or administrative costs and expenses incurred by the Customer, including costs relating to time spent by or on behalf of the Customer in dealing with the consequences of any Material Breach;

7.1.5.2 any wasted expenditure or charges;

7.1.5.3 the additional cost of procuring, implementing and operating any alternative or replacement services to the Services which shall include any incremental costs associated with the replacement of such services above those which would have been payable under this Legal Services Contract;

7.1.5.4 any compensation or interest paid to a third party by the Customer; and

7.1.5.5 any regulatory losses, fines, penalties, expenses or other losses incurred by the Customer pursuant to any Law.

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7.1.6 No enquiry, inspection, approval, sanction, comment, consent, decision or instruction at any time made or given by or on behalf of the Customer to any document or information provided by the Supplier in its provision of the Services, and no failure of the Customer to discern any defect in or omission from any such document or information shall operate to exclude or limit the obligation of the Supplier to exercise all the obligations of a professional Supplier employed in a customer/supplier relationship.

7.1.7 Save as otherwise expressly provided, the obligations of the Customer under the Legal Services Contract are obligations of the Customer in its capacity as a contracting counterparty and nothing in the Legal Services Contract shall operate as an obligation upon, or in any other way fetter or constrain the Customer in any other capacity, nor shall the exercise by the Customer of its duties and powers in any other capacity lead to any liability under the Legal Services Contract (howsoever arising) on the part of the Customer to the Supplier.

7.2 Insurance

7.2.1 Notwithstanding any benefit to the Customer of the policy or policies of insurance referred to in Clause 31 (Insurance) of the Panel Agreement, the Supplier shall effect and maintain further policy or policies of insurance or extensions to such existing policy or policies of insurance procured under the Panel Agreement in respect of all risks which may be incurred by the Supplier arising out of its performance of its obligations under this Legal Services Contract. Such policy or policies shall include professional indemnity cover in respect of any financial loss to the Customer arising from any advice given or omitted to be given by the Supplier under the Legal Services Contract or otherwise in connection with the provision of the Ordered Panel Services. Such insurance shall be maintained for so long as the Supplier may have any liability to the Customer hereunder.

7.2.2 It shall be the responsibility of the Supplier to determine the amount of insurance cover that will be adequate to enable the Supplier to satisfy any liability arising in respect of the risks referred to in Clause 7.2.1.

7.2.3 If, for whatever reason, the Supplier fails to give effect to and maintain the insurances required by Clause 7.2.1, the Customer may make alternative arrangements to protect its interests and may set-off the costs of such arrangements against the Charges.

7.2.4 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Legal Services Contract.

7.2.5 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Customer (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Unless otherwise provided in the Order Form, Intellectual Property Rights in the output from the Ordered Panel Services shall vest in the Supplier who shall grant to the

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Customer a non-exclusive, free of charge, unlimited, transferable, irrevocable licence to use, exploit and sub-licence the same.

8.2 Subject to Clause 8.1 and save as expressly granted elsewhere under the Legal Services Contract, the Customer shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Supplier or its licensors and the Supplier shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Customer or its licensors.

8.3 The Supplier shall on demand fully indemnify and keep fully indemnified and hold the Customer and the Crown harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Customer and or the Crown may suffer or incur as a result of any claim that the performance by the Supplier of the Ordered Panel Services infringes or allegedly infringes a third party's Intellectual Property Rights (any such claim being a "**Claim**").

8.4 If a Claim arises, the Customer shall notify the Supplier in writing of the Claim and the Customer shall not make any admissions which may be prejudicial to the defence or settlement of the Claim. The Supplier shall at its own expense conduct all negotiations and any litigation arising in connection with the Claim provided always that the Supplier:

8.4.1 shall consult the Customer on all substantive issues which arise during the conduct of such litigation and negotiations;

8.4.2 shall take due and proper account of the interests of the Customer;

8.4.3 shall consider and defend the Claim diligently using competent counsel and in such a way as not to bring the reputation of the Customer into disrepute; and

8.4.4 shall not settle or compromise the Claim without the prior written approval of the Customer (not to be unreasonably withheld or delayed).

8.5 The Supplier shall have no rights to use any of the Customer's names, logos or trademarks without the Approval of the Customer, which the Customer shall have the absolute right to grant or deny.

9. PROTECTION OF INFORMATION

9.1 Protection of Personal Data

9.1.1 With respect to the Parties' rights and obligations under the Legal Services Contract, the Parties agree that the Customer is the Data Controller and that the Supplier is the Data Processor in relation to the Customer's Personal Data.

9.1.2 The Supplier shall:

9.1.2.1 Process the Customer's Personal Data only in accordance with instructions from the Customer (which may be specific instructions or instructions of a general nature as set out in the Legal Services Contract or as otherwise notified by the Customer to the Supplier during the Term of the Legal Services Contract);

9.1.2.2 Process the Customer's Personal Data only to the extent, and in such manner, as is necessary for the provision of the Ordered Panel Services or as is required by Law or any regulatory body;

9.1.2.3 implement appropriate technical and organisational measures to protect the Customer's Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful

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Processing, accidental loss, destruction or damage to the Customer's Personal Data and having regard to the nature of the Customer's Personal Data which is to be protected;

9.1.2.4 take reasonable steps to ensure the reliability of all members of the Supplier's Personnel who have access to the Customer's Personal Data;

9.1.2.5 obtain Approval in order to transfer all or any of the Customer's Personal Data to any Sub-Contractors for the provision of the Services;

9.1.2.6 ensure that all members of the Supplier's Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Clause 9.1;

9.1.2.7 ensure that none of the Supplier's Personnel publish, disclose or divulge any of the Customer's Personal Data to any third party unless directed in writing to do so by the Customer;

9.1.2.8 notify the Customer within five (5) Working Days if the Supplier receives:

(a) a request from a Data Subject to have access to the Customer's Personal Data relating to that person; or

(b) a complaint or request relating to the Customer's obligations under the Data Protection Legislation;

9.1.2.9 provide the Customer with full cooperation and assistance in relation to any complaint or request made relating to the Customer's Personal Data, including by:

(a) providing the Customer with full details of the complaint or request;

(b) complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Customer's instructions;

(c) providing the Customer with any Customer's Personal Data it holds in relation to a Data Subject (within the timescales required by the Customer); and

(d) providing the Customer with any information requested by the Customer;

9.1.2.10 permit or procure permission for the Customer or the Customer's Representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, the Supplier's data Processing activities (and/or those of its agents and Sub-Contractors) and comply with all reasonable requests or directions by the Customer to enable the Customer to verify and/or procure that the Supplier is in full compliance with its obligations under the Legal Services Contract;

9.1.2.11 provide a written description of the technical and organisational methods employed by the Supplier for Processing the Customer's Personal Data (within the timescales required by the Customer); and

9.1.2.12 not Process or otherwise transfer any Customer's Personal Data outside the European Economic Area without the prior written consent of the Customer which shall have the absolute right grant (whether conditionally or otherwise) or deny.

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9.1.3 The Supplier shall comply at all times with the Data Protection Legislation and shall not perform its obligations under the Legal Services Contract in such a way as to cause the Customer to breach any of its applicable obligations under the Data Protection Legislation.

9.1.4 The Supplier acknowledges that, in the event that it breaches (or attempts or threatens to breach) its obligations relating to the Customer's Personal Data that the Customer may be irreparably harmed (including harm to its reputation). In such circumstances, the Customer may proceed directly to court and seek injunctive or other equitable relief to remedy or prevent any further breach (or attempted or threatened breach).

9.1.5 In the event that through any failure by the Supplier to comply with its obligations under the Legal Services Contract, Customer's Personal Data transmitted or Processed in connection with the Legal Services Contract is either lost or sufficiently degraded so as to be unusable, the Supplier shall be liable for the cost of reconstitution of that data and shall reimburse the Customer in respect of any charge levied for its transmission and any other costs charged in connection with such failure by the Supplier.

9.2 Confidentiality

9.2.1 Except to the extent set out in this Clause 9.2 or where disclosure is expressly permitted elsewhere in the Legal Services Contract, each Party shall:

9.2.1.1 treat the other Party's Confidential Information as confidential and safeguard it accordingly; and

9.2.1.2 not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.

9.2.2 Clause 9.2.1 shall not apply to the extent that:

9.2.2.1 such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA, Code of Practice on Access to Government Information or the Environmental Information Regulations pursuant to Clause 9.4 (Freedom of Information); or

9.2.2.2 such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner; or

9.2.2.3 such information was obtained from a third party without obligation of confidentiality; or

9.2.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of the Legal Services Contract; or

9.2.2.5 it is independently developed without access to the other Party's Confidential Information.

9.2.3 The Supplier may only disclose the Customer's Confidential Information to those members of the Supplier's Personnel who are directly involved in the provision of the Ordered Panel Services and who need to know the information, and shall ensure that such individuals are aware of and shall comply with these obligations as to confidentiality.

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9.2.4 The Supplier shall not, and shall procure that the Supplier's Personnel do not, use any of the Customer's Confidential Information received otherwise than for the purposes of the Legal Services Contract.

9.2.5 At the written request of the Customer, the Supplier shall procure that those members of the Supplier's Personnel identified in the Customer's notice sign a confidentiality undertaking prior to commencing any work in accordance with the Legal Services Contract.

9.2.6 Nothing in the Legal Services Contract shall prevent the Customer from disclosing the Supplier's Confidential Information (including the Management Information obtained pursuant to clause 27 of the Panel Agreement):

9.2.6.1 to any Crown body, or any Other Panel Customer on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown body or any Other Panel Customer save as required by Law;

9.2.6.2 to any consultant, contractor or other person engaged by the Customer for any purpose relating to or connected with the Legal Services Contract or the Panel Agreement (on the basis that the information shall be held by such consultant, contractor or other person in confidence and is not to be disclosed to any third party) or any person conducting an Office of Government Commerce gateway review or any additional assurance programme;

9.2.6.3 for the purpose of the examination and certification of the Customer's accounts; or

9.2.6.4 for any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Customer has used its resources.

9.2.7 The Customer shall use all reasonable endeavours to ensure that any government department, employee, third party or Sub-Contractor to whom the Supplier's Confidential Information is disclosed pursuant to Clause 9.2.6 is made aware of the Customer's obligations of confidentiality.

9.2.8 Nothing in this Clause 9.2 shall prevent either Party from using any techniques, ideas or Know-How gained during the performance of the Legal Services Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other Party's Confidential Information or an infringement of IPR.

9.2.9 In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in performance of the Legal Services Contract, the Supplier undertakes to maintain adequate security arrangements that meet the requirements of Good Industry Practice.

9.2.10 The Supplier shall, at all times during and after the performance of the Legal Services Contract, indemnify the Customer and keep the Customer fully indemnified on demand against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid by the Customer arising from any breach of the Supplier's obligations under this Clause 9.2 except and to the extent that such liabilities have resulted directly from the Customer's instructions.

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9.3 Official Secrets Acts 1911 to 1989; section 182 of the Finance Act 1989

9.3.1 The Supplier shall comply with and shall ensure that the Supplier Personnel comply with, the provisions of:

9.3.1.1 the Official Secrets Acts 1911 to 1989; and

9.3.1.2 section 182 of the Finance Act 1989.

9.4 Freedom of Information

9.4.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Customer to enable the Customer to comply with its Information disclosure obligations.

9.4.2 The Supplier shall and shall procure that its Sub-Contractors shall:

9.4.2.1 transfer to the Customer all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information;

9.4.2.2 provide the Customer with a copy of all Information relating to a Request for Information in its possession, or control in the form that the Customer requires within five (5) Working Days (or such other period as the Customer may specify) of the Customer's request; and

9.4.2.3 provide all necessary assistance as reasonably requested by the Customer to enable the Customer to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

9.4.3 The Customer shall be responsible for determining in its absolute discretion and notwithstanding any other provision in the Legal Services Contract or any other contract whether the Commercially Sensitive Information and/or any other Information including Supplier's Confidential Information, is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.

9.4.4 In no event shall the Supplier respond directly to a Request for Information unless authorised in writing to do so by the Customer.

9.4.5 The Supplier acknowledges and agrees that (notwithstanding the provisions of Clause 9.2) the Customer may, acting in accordance with the Ministry of Justice Codes, be obliged under the FOIA or the Environmental Information Regulations to disclose information concerning the Supplier or the Ordered Panel Services:

9.4.5.1 in certain circumstances without consulting the Supplier; or

9.4.5.2 following consultation with the Supplier and having taken the Supplier's views into account,

provided always that where Clause 9.4.6 applies the Customer shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

9.4.6 The Supplier shall ensure that all information is retained for disclosure in accordance with the provisions of the Legal Services Contract and in any event in accordance with the requirements of Good Industry Practice and shall permit the Customer on reasonable notice to inspect such records as requested from time to time.

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9.4.7 The Supplier acknowledges that the Commercially Sensitive Information is of an indicative nature only and that the Customer may be obliged to disclose it in accordance with Clause 9.4.5.

9.5 Transparency

9.5.1 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA or Environmental Information Regulations, the content of this Legal Services Contract and any Transparency Reports under it is not Confidential Information and shall be made available in accordance with the procurement policy note 13/15 https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/458554/Procurement_Policy_Note_13_15.pdf and the Transparency Principles referred to therein. The Customer shall determine whether any of the content of the Legal Services Contract is exempt from disclosure in accordance with the provisions of the FOIA or Environmental Information Regulations.

9.5.2 Notwithstanding any other term of the Legal Services Contract, the Supplier hereby gives consent to the Customer to publish the Legal Services Contract to the general public in its entirety (subject only to redaction of any information which is exempt from disclosure in accordance with the provisions of the FOIA or Environmental Information Regulations), including any changes to the Legal Services Contract agreed from time to time.

9.5.3 The Customer may consult with the Supplier to inform its decision regarding any redactions but the Customer shall have the final decision in its absolute discretion.

9.5.4 The Supplier shall assist and cooperate with the Customer to enable the Customer to publish this Legal Services Contract and in the preparation of the Transparency Reports in accordance with Contract Schedule 4 (Transparency Reports).

10. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

10.1 The Supplier warrants, represents and undertakes to the Customer that:

10.1.1 it has full capacity and authority and all necessary consents, licences, permissions (statutory, regulatory, contractual or otherwise) to enter into and perform its obligations under the Legal Services Contract;

10.1.2 the Legal Services Contract is executed by a duly authorised representative of the Supplier;

10.1.3 in entering the Legal Services Contract it has not committed any Fraud;

10.1.4 it has not committed any offence under the Prevention of Corruption Acts 1889 to 1916, or the Bribery Act 2010;

10.1.5 all information, statements and representations contained in the Supplier's tender or other submission to the Customer for the award of the Legal Services Contract (if applicable) are true, accurate and not misleading save as specifically disclosed in writing to the Customer prior to execution of the Legal Services Contract and it will advise the Customer of any fact, matter or circumstance of which it may become aware which would render any such information, statement or representation to be false or misleading;

10.1.6 no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or its assets which will or might affect its ability to perform its obligations under the Legal Services Contract;

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10.1.7 it is not subject to any contractual obligation, compliance with which is likely to have an adverse effect on its ability to perform its obligations under the Legal Services Contract;

10.1.8 it has not done or omitted to do anything which could have an adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Legal Services Contract;

10.1.9 no proceedings or other steps have been taken and not discharged or dismissed (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue;

10.1.10 it has taken and shall continue to take all steps, in accordance with Good Industry Practice, to prevent the unauthorised use of, modification, access, introduction, creation or propagation of any disruptive element, virus, worms and/or trojans, spyware or other malware into the computing environment (including the hardware, software and/or telecommunications networks or equipment), data, software or Confidential Information (held in electronic form) owned by or under the control of, or used by, the Customer; and

10.1.11 it owns, has obtained or is able to obtain valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Legal Services Contract and shall maintain the same in full force and effect for so long as is necessary for the proper provision of the Legal Services Contract Services.

10.2 The Supplier warrants, represents and undertakes to the Customer that:

10.2.1 it has read and fully understood the Order Form and these Terms and Conditions and is capable of performing the Ordered Panel Services in all respects in accordance with the Legal Services Contract;

10.2.2 the Supplier and each of its Sub-Contractors has all personnel, equipment and experience necessary for the proper performance of the Ordered Panel Services; and

10.2.3 it will at all times:

10.2.3.1 perform its obligations under the Legal Services Contract with all reasonable care, skill and diligence and in accordance with Good Industry Practice;

10.2.3.2 comply with all the KPIs;

10.2.3.3 carry out the Ordered Panel Services within the timeframe agreed with the Customer; and

10.2.3.4 without prejudice to its obligations under Clause 5 (Personnel), ensure to the satisfaction of the Customer that the Ordered Panel Services are provided and carried out by such appropriately qualified, skilled and experienced personnel as are necessary for the proper performance of the Ordered Panel Services.

10.3 The Supplier shall promptly notify the Customer in writing:

10.3.1 of any material detrimental change in the financial standing and/or credit rating of the Supplier;

10.3.2 if the Supplier undergoes a Change of Control; and

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10.3.3 provided this does not contravene any Law, of any circumstances suggesting that a Change of Control is planned or in contemplation.

10.4 For the avoidance of doubt, the fact that any provision within the Legal Services Contract is expressed as a warranty shall not preclude any right of termination the Customer would have in respect of breach of that provision by the Supplier if that provision had not been so expressed.

10.5 The Supplier acknowledges and agrees that:

10.5.1 the warranties, representations and undertakings contained in the Legal Services Contract are material and are designed to induce the Customer into entering into the Legal Services Contract; and

10.5.2 the Customer has been induced into entering into the Legal Services Contract and in doing so has relied upon the warranties, representations and undertakings contained in the Legal Services Contract.

Call Off Guarantee

10.6 Where the Customer has stipulated in the Call Off Order Form that this Call Off Contract shall be conditional upon receipt of a Call Off Guarantee, then, on or prior to the Call Off Commencement Date or on any other date specified by the Customer, the Supplier shall deliver to the Customer:

10.6.1 an executed Call Off Guarantee from a Call Off Guarantor; and

10.6.2 a certified copy extract of the board minutes and/or resolution of the Call Off Guarantor approving the execution of the Call Off Guarantee.

10.7 The Customer may in its sole discretion at any time agree to waive compliance with the requirement in Clause 10.6 by giving the Supplier notice in writing.

11. TERMINATION

11.1 Termination on Insolvency

11.1.1 The Customer may terminate this Legal Services Contract with immediate effect by giving notice in writing where:

11.1.1.1 an Insolvency Event affecting the Supplier occurs; or

11.1.1.2 the Supplier demerges into two or more firms, merges with another form, incorporates or otherwise changes its legal form and the new entity has or could reasonably be expected to have a materially less good financial standing or weaker credit rating than the Supplier.

11.2 Termination on Material Breach

11.2.1 The Customer may terminate the Legal Services Contract with immediate effect by giving written notice to the Supplier if:

11.2.1.1 the Supplier commits a Material Breach and if:

(a) the Supplier has not within ten (10) Working Days or such other longer period as may be specified by the Customer, after issue of a written notice to the Supplier specifying the Material Breach and requesting it to be remedied:

(i) remedied the Material Breach; and

(ii) put in place measures to ensure that such Material Breach does not recur,

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in each case to the satisfaction of the Customer; or

(b) the Material Breach is not, in the opinion of the Customer, capable of remedy; or

11.2.1.2 in the event of an investigation by the Solicitors Regulation Authority into the Supplier's organisation; or

11.2.1.3 in the event of conviction for dishonesty of the Supplier (if an individual) or any one or more of the Supplier's directors, partners or members (if the Supplier is a firm or firms), which conviction might reasonably be expected to lead to the striking off from the Roll of the individual(s) concerned.

11.2.2 If the Customer fails to pay the Supplier undisputed sums of money when due, the Supplier shall notify the Customer in writing of such failure to pay. If the Customer fails to pay such undisputed sums within five (5) calendar days from the receipt of a such notice, the Supplier may terminate the Legal Services Contract by ten (10) Working Days' written notice to the Customer.

11.3 Termination on Change of Control

11.3.1 The Customer may terminate the Legal Services Contract by notice in writing with immediate effect within six (6) Months of:

11.3.1.1 being notified in writing that a Change of Control has occurred or is planned or in contemplation; or

11.3.1.2 where no notification has been made, the date that the Customer becomes aware of the Change of Control,

but shall not be permitted to terminate where the Customer's written consent to the continuation of the Legal Services Contract was granted prior to the Change of Control.

11.4 Termination for breach of Regulations

11.4.1 The Customer may terminate this Legal Services Contract by notice in writing to the Supplier on the occurrence of any of the statutory provisos contained in Regulation 73 (1) (a) to (c).

11.5 Termination on Notice

11.5.1 The Customer shall have the right to suspend the Legal Services Contract (whether with immediate effect or otherwise) at any time by giving written notice (which shall include the date on which the suspension is to take effect) to the Supplier.

11.5.2 The Customer shall have the right to terminate the Legal Services Contract (whether with immediate effect or otherwise) at any time by giving written notice of the termination to the Supplier, which shall include the date on which termination is to take effect. The Customer shall:

11.5.2.1 where such Charges are calculated by reference to rates or a capped price, pay the undisputed Charges properly incurred, invoiced and due hereunder up till the date of termination; or

11.5.2.2 where such Charges are calculated as a fixed price, pay a pro rata proportion of the fixed price reflecting the degree to which the Ordered Panel Services relating to the relevant fixed price have been performed as at the date of termination.

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11.6 Termination in Relation to Panel Agreement

11.6.1 The Customer may terminate the Legal Services Contract with immediate effect by giving written notice to the Supplier if the Panel Agreement is terminated for any reason whatsoever.

11.7 Termination in Relation to Benchmarking

11.7.1 The Customer may terminate this Legal Services Contract with immediate effect by giving written notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in paragraphs 1 and 2 of Panel Schedule 12 (Continuous Improvement and Benchmarking).

11.8 Termination in Relation to Variation

11.8.1 The Customer may terminate this Legal Services Contract with immediate effect by giving written notice to the Supplier for failure of the Parties to agree or the Supplier to implement a variation pursuant to Clause 4.1.3.

11.9 Partial Termination

11.9.1 Where the Customer is entitled to terminate the Legal Services Contract pursuant to this Clause 11, the Customer shall be entitled to terminate all or part of the Legal Services Contract provided always that the parts of the Legal Services Contract not terminated can operate effectively to deliver the intended purpose of the Legal Services Contract or a part thereof.

11.10 Termination in Relation to Call Off Guarantee

11.10.1 Where this Legal Services Contract is conditional upon the Supplier procuring a Call Off Guarantee pursuant to Clause 10, the Customer may terminate this Legal Services Contract by issuing a termination notice in writing to the Supplier where:

11.10.1.1 the Call Off Guarantor withdraws the Call Off Guarantee for any reason whatsoever;

11.10.1.2 the Call Off Guarantor is in breach or anticipatory breach of the Call Off Guarantee;

11.10.1.3 an Insolvency Event occurs in respect of the Call Off Guarantor; or

11.10.1.4 the Call Off Guarantee becomes invalid or unenforceable for any reason whatsoever,

and in each case the Call Off Guarantee (as applicable) is not replaced by an alternative guarantee agreement acceptable to the Customer; or

11.10.1.5 the Supplier fails to provide the documentation required by Clause 10.6 by the date so specified by the Customer.

12. CONSEQUENCES OF EXPIRY OR TERMINATION

12.1 Subject to Clause 12.2, where the Customer terminates the Legal Services Contract pursuant to Clause 11 (Termination) and then makes other arrangements for the supply of the Services:

12.1.1 the Customer may recover from the Supplier the cost reasonably incurred in making those other arrangements and any additional expenditure incurred by the Customer in securing the Services in accordance with the requirements of the Legal Services Contract;

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12.1.2 the Customer shall take all reasonable steps to mitigate such additional expenditure; and

12.1.3 no further payments shall be payable by the Customer to the Supplier until the Customer has established the final cost of making those other arrangements, whereupon the Customer shall be entitled to deduct an amount equal to the final cost of such other arrangements from the further payments then due to the Supplier.

12.2 Clause 12.1 shall not apply where the Customer terminates the Legal Services Contract:

12.2.1 solely pursuant to Clause 11.3 or Clause 11.5; or

12.2.2 solely pursuant to Clause 11.6 if termination pursuant to Clause 11.6 occurs as a result of termination of the Panel Agreement pursuant to the provisions of clauses 19.1.4, 33.5 or 33.7 thereof.

12.3 On the termination of the Legal Services Contract for any reason, the Supplier shall, at the request of the Customer and at the Supplier's cost:

12.3.1 immediately return to the Customer all Confidential Information and the Customer's Personal Data in its possession or in the possession or under the control of any permitted suppliers or Sub-Contractors, which was obtained or produced in the course of providing the Ordered Panel Services;

12.3.2 except where the retention of Customer's Personal Data is required by Law, promptly destroy all copies of the Customer Data and provide written confirmation to the Customer that the Customer Data has been destroyed.

12.3.3 immediately deliver to the Customer in good working order (but subject to allowance for reasonable wear and tear) all the property (including materials, documents, information and access keys but excluding real property and IPR) issued or made available to the Supplier by the Customer in connection with the Legal Services Contract provided to the Supplier;

12.3.4 vacate, and procure that the Supplier's Personnel vacate, any premises of the Customer occupied for the purposes of providing the Ordered Panel Services;

12.3.5 return to the Customer any sums prepaid in respect of the Ordered Panel Services not provided by the date of expiry or termination (howsoever arising); and

12.3.6 promptly provide all information concerning the provision of the Ordered Panel Services which may reasonably be requested by the Customer for the purposes of properly understanding the manner in which the Ordered Panel Services have been provided or for the purpose of allowing the Customer or any replacement Supplier to conduct due diligence.

12.4 Without prejudice to any other right or remedy which the Customer may have, if any Ordered Panel Services are not supplied in accordance with, or the Supplier fails to comply with any of the terms of the Legal Services Contract then the Customer may (whether or not any part of the Ordered Panel Services have been delivered) do any one or more of the following:

12.4.1 at the Customer's option, give the Supplier the opportunity (at the Supplier's expense) to remedy any failure in the performance of the Ordered Panel Services together with any damage resulting from such defect or failure (where such defect or failure is capable of remedy) and carry out any other necessary work to ensure that the terms of the Legal Services Contract are fulfilled, in accordance with the Customer's instructions;

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12.4.2 without terminating the Legal Services Contract, itself supply or procure the supply of all or part of the Legal Services Contract Services until such time as the Supplier shall have demonstrated to the reasonable satisfaction of the Customer that the Supplier will once more be able to supply all or such part of the Legal Services Contract Services in accordance with the Legal Services Contract;

12.4.3 without terminating the whole of the Legal Services Contract, terminate the Legal Services Contract in respect of part of the Ordered Panel Services only and thereafter itself supply or procure a third party to supply such part of the Ordered Panel Services; and/or

12.4.4 charge the Supplier for, whereupon the Supplier shall on demand pay, any costs reasonably incurred by the Customer (including any reasonable administration costs) in respect of the supply of any part of the Services by the Customer or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Supplier for such part of the Ordered Panel Services and provided that the Customer uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Ordered Panel Services.

12.5 The Parties shall comply with the exit management provisions set out in Schedule 2 (Exit Management).

12.6 Save as otherwise expressly provided in the Legal Services Contract:

12.6.1 termination or expiry of the Legal Services Contract shall be without prejudice to any rights, remedies or obligations accrued under the Legal Services Contract prior to termination or expiration and nothing in the Legal Services Contract shall prejudice the right of either Party to recover any amount outstanding at the time of such termination or expiry; and

12.6.2 termination of the Legal Services Contract shall not affect the continuing rights, remedies or obligations of the Customer or the Supplier under the following Clauses: Clause 6 (Charges and Invoicing); Clause 7 (Liability and Insurance); Clause 8 (Intellectual Property Rights); Clause 9 (Protection of Information); Clause 14 (Prevention of Fraud and Bribery); Clause 22 (Contracts (Rights of Third Parties) Act); Clause 24.1 (Governing Law and Jurisdiction) and, without limitation to the foregoing, any other provision or Contract Schedule of the Legal Services Contract which expressly or by implication is to be performed or observed notwithstanding termination or expiry shall survive the termination or expiry of the Legal Services Contract.

13. PUBLICITY, MEDIA AND OFFICIAL ENQUIRIES

13.1 The Supplier shall not, and shall procure that its Sub-Contractors shall not, make any press announcements or publicise the Legal Services Contract in any way without Approval and shall take reasonable steps to ensure that the Supplier's Personnel and professional advisors comply with this Clause 13. Any such press announcements or publicity proposed under this Clause 13 shall remain subject to the rights relating to Confidential Information and Commercially Sensitive Information.

13.2 Subject to the rights in relation to Confidential Information and Commercially Sensitive Information, the Customer shall be entitled to publicise the Legal Services Contract in accordance with any legal obligation upon the Customer including any examination of the Legal Services Contract by the Auditors.

13.3 The Supplier shall not do anything or permit to cause anything to be done, which may damage the reputation of the Customer or bring the Customer into disrepute.

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14. PREVENTION OF FRAUD AND BRIBERY

14.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier Personnel, have at any time prior to the Commencement Date:

14.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or

14.1.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

14.2 The Supplier shall not during the Term:

14.2.1 commit a Prohibited Act; and/or

14.2.2 do or suffer anything to be done which would cause the Customer or any of the Customer's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

14.3 The Supplier shall during the Term:

14.3.1 establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;

14.3.2 keep appropriate records of its compliance with its obligations under Clause 14.3.1 and make such records available to the Customer on request;

14.3.3 if so required by the Customer, within twenty (20) Working Days of the Commencement Date, and annually thereafter, certify to the Customer in writing that the Supplier and all persons associated with it or its Sub-Contractors or other persons who are supplying the Ordered Panel Services in connection with this Legal Services Contract are compliant with the Relevant Requirements. The Supplier shall provide such supporting evidence of compliance as the Customer may reasonably request; and

14.3.4 have, maintain and where appropriate enforce an anti-bribery policy (which shall be disclosed to the Customer on request) to prevent it and any Supplier Personnel or any person acting on the Supplier's behalf from committing a Prohibited Act.

14.4 The Supplier shall immediately notify the Customer in writing if it becomes aware of any breach of Clause 14.1, or has reason to believe that it has or any of the Supplier Personnel have:

14.4.1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act;

14.4.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or

14.4.3 received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Legal Services Contract or otherwise suspects that any person or Party directly or indirectly connected with this Legal Services Contract has committed or attempted to commit a Prohibited Act.

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14.5 If the Supplier makes a notification to the Customer pursuant to Clause 14.4, the Supplier shall respond promptly to the Customer's enquiries, co-operate with any investigation, and allow the Customer to audit any books, records and/or any other relevant documentation.

14.6 If the Supplier breaches Clause 14.3, the Customer may by notice:

14.6.1 require the Supplier to remove from performance of this Legal Services Contract any Supplier Personnel whose acts or omissions have caused the Supplier's breach; or

14.6.2 immediately terminate this Legal Services Contract.

14.7 Any notice served by the Customer under Clause 14.4 shall specify the nature of the Prohibited Act, the identity of the Party who the Customer believes has committed the Prohibited Act and the action that the Customer has elected to take (including, where relevant, the date on which this Legal Services Contract shall terminate).

15. NON-DISCRIMINATION

15.1 The Supplier shall:

15.1.1 perform its obligations under this Panel Agreement (including those in relation to the provision of the Panel Services) in accordance with:

15.1.1.1 all applicable equality Law (whether in relation to race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise); and

15.1.1.2 other requirements and instructions which the Authority reasonably imposes in connection with any equality obligations imposed on the Authority at any time under applicable equality Law;

15.1.2 take all necessary steps, and inform the Authority of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation);

15.1.3 have in place plans and policies which shall:

15.1.3.1 promote a diverse and inclusive workforce and working environment;

15.1.3.2 seek to effectively prevent discrimination, bullying and harassment of underrepresented groups (including those with caring responsibilities); and

15.1.3.3 promote recruitment from the widest pool of individuals,

and these plans and policies shall be robustly monitored using management information;

15.1.4 ensure that all managers and those involved in recruitment undertake unconscious bias training; and

15.1.5 where possible, avoid the use of single sex recruitment panels.

16. ASSIGNMENT AND NOVATION

16.1 The Supplier shall not assign, novate, sub-contract or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Legal Services Contract or any part of it without Approval.

16.2 The Customer may assign, novate or otherwise dispose of its rights and obligations under the Legal Services Contract or any part thereof to:

16.2.1 any other Panel Customer; or

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16.2.2 any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Customer; or

16.2.3 any private sector body which substantially performs the functions of the Customer,

and the Supplier shall, at the Customer's request, enter into a novation agreement in such form as the Customer shall reasonably specify in order to enable the Customer to exercise its rights pursuant to this Clause 16.2. Any change in the legal status of the Customer such that it ceases to be a Panel Customer shall not, subject to Clause 16.3, affect the validity of the Legal Services Contract. In such circumstances, the Legal Services Contract shall bind and inure to the benefit of any successor body to the Customer.

16.3 If the rights and obligations under the Legal Services Contract are assigned, novated or otherwise disposed of pursuant to Clause 16.2 to a body which is not a Panel Customer or a Central Government Body or if there is a change in the legal status of the Customer such that it ceases to be a Panel Customer or Central Government Body (in the remainder of this Clause any such body being referred to as a "**Transferee**"):

16.3.1 the rights of termination of the Customer in Clause 11 shall be available to the Supplier in the event of, respectively, the bankruptcy or insolvency, or default of the Transferee; and

16.3.2 the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Legal Services Contract or any part thereof with the previous consent in writing of the Supplier, which shall not be unreasonably withheld or delayed.

16.4 The Customer may disclose to any Transferee any Confidential Information of the Supplier which relates to the performance of the Supplier's obligations under the Legal Services Contract. In such circumstances the Customer shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Supplier's obligations under the Legal Services Contract and for no other purposes and shall take reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Confidential Information.

16.5 For the purposes of Clause 16.3 each Party shall at its own cost and expense carry out, or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other Party the full benefit of the provisions of the Legal Services Contract.

17. WAIVER AND CUMULATIVE REMEDIES

17.1 The rights and remedies under this Legal Services Contract may be waived only by notice in accordance with Clause 23 (Notices) and in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Legal Services Contract or by Law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that right or remedy.

17.2 Unless otherwise provided in this Legal Services Contract, rights and remedies under this Legal Services Contract are cumulative and do not exclude any rights or remedies provided by Law, in equity or otherwise.

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18. FURTHER ASSURANCES

18.1 Each Party undertakes at the request of the other, and at the cost of the requesting Party to do all acts and execute all documents which may be necessary to give effect to the meaning of the Legal Services Contract.

19. SEVERABILITY

19.1 If any provision of the Legal Services Contract (or part of any provision) is held to be void or otherwise unenforceable by any court of competent jurisdiction, such provision (or part) shall to the extent necessary to ensure that the remaining provisions of this Legal Services Contract are not void or unenforceable be deemed to be deleted and the validity and/or enforceability of the remaining provisions of this Legal Services Contract shall not be affected.

19.2 In the event that any deemed deletion under Clause 17.1 is so fundamental as to prevent the accomplishment of the purpose of this Legal Services Contract or materially alters the balance of risks and rewards in this Legal Services Contract, either Party may give notice to the other Party requiring the Parties to commence good faith negotiations to amend this Legal Services Contract so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Legal Services Contract and, to the extent that is reasonably practicable, achieves the Parties' original commercial intention.

20. RELATIONSHIP OF THE PARTIES

20.1 Except as expressly provided otherwise in this Legal Services Contract, nothing in this Legal Services Contract, nor any actions taken by the Parties pursuant to this Legal Services Contract, shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the Parties, or authorise either Party to make representations or enter into any commitments for or on behalf of any other Party.

21. ENTIRE AGREEMENT

21.1 The Legal Services Contract, together with a completed, signed and dated Panel Agreement and the other documents referred to in them constitute the entire agreement and understanding between the Parties in respect of the matters dealt with in them and supersede, cancel and nullify any previous agreement between the Parties in relation to such matters.

21.2 Each of the Parties acknowledges and agrees that in entering into the Legal Services Contract it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in the Legal Services Contract.

21.3 The Supplier acknowledges and agrees that it has:

21.3.1 entered into the Legal Services Contract in reliance on its own due diligence alone; and

21.3.2 received sufficient information required by it in order to determine whether it is able to provide the Services in accordance with the terms of the Legal Services Contract.

21.4 Nothing in Clauses 21.1 and 21.2 shall operate to exclude liability for Fraud or fraudulent misrepresentation.

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22. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

22.1 A person who is not a party to the Legal Services Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties, provided that this Clause 21.1 does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

22.2 No consent of any third party is necessary for any rescission, variation (including any release or compromise in whole or in part of liability) or termination of the Legal Services Contract or any one or more Clauses of it.

22.3 The Supplier agrees that the Customer may enforce any of the provisions of the Panel Agreement referred to in clause 45.1 as if they were terms of the Legal Services Contract (reading references in those provisions to Panel Customer and the Supplier as references to the Customer and the Supplier respectively).

23. NOTICES

23.1 Except as otherwise expressly provided in the Legal Services Contract, no notice or other communication from one Party to the other shall have any validity under the Legal Services Contract unless given or made in writing by or on behalf of the Party sending the communication.

23.2 Any notice or other communication given or made by either Party to the other shall:

23.2.1 be given by letter (sent by hand, post or a recorded signed for delivery service), facsmile or electronic mail confirmed by letter; and

23.2.2 unless the other Party acknowledges receipt of such communication at an earlier time, be deemed to have been given:

23.2.2.1 if delivered personally, at the time of delivery;

23.2.2.2 if sent by pre-paid post or a recorded signed for service two (2) Working Days after the day on which the letter was posted provided the relevant communication is not returned as undelivered;

23.2.2.3 if sent by electronic mail, upon receipt of a read receipt; and

23.2.2.4 if sent by facsimile, on the day of transmission if sent before 16:00 hours on any Working Day and otherwise at 9:00 hours on the next Working Day and provided that at time of transmission of the facsimile an error-free transmission report is received by the Party sending the communication.

23.3 For the purposes of Clause 23.2, the address, email address and fax number of each Party shall be the address, email address and fax number specified in the Order Form.

23.4 Either Party may change its address for service by serving a notice in accordance with this Clause 23.

24. DISPUTES AND LAW

24.1 Governing Law and Jurisdiction

24.1.1 The Legal Services Contract shall be governed by and interpreted in accordance with the Laws of England and Wales and the Parties agree to submit to the exclusive jurisdiction of the English courts any dispute that arises in connection with the Legal Services Contract.

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24.2 Dispute Resolution

24.2.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Legal Services Contract within twenty (20) Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the level of representative of each Party specified in the Order Form.

24.2.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

24.2.3 If the dispute cannot be resolved by the Parties pursuant to Clause 24.2.1, the Parties shall refer it to mediation pursuant to the procedure set out in Clause 24.2.5 unless:

24.2.3.1 the Customer considers that the dispute is not suitable for resolution by mediation; or

24.2.3.2 the Supplier does not agree to mediation.

24.2.4 The obligations of the Parties under the Legal Services Contract shall not be suspended, cease or be delayed by the reference of a dispute to mediation and the Supplier and the Supplier's Personnel shall comply fully with the requirements of the Legal Services Contract at all times.

24.2.5 The procedure for mediation is as follows:

24.2.5.1 a neutral adviser or mediator (the **"Contract Mediator")** shall be chosen by agreement between the Parties or, if they are unable to agree upon a Contract Mediator within ten (10) Working Days after a request by one Party to the other or if the Contract Mediator agreed upon is unable or unwilling to act, either Party shall within ten (10) Working Days from the date of the proposal to appoint a Contract Mediator or within ten (10) Working Days of notice to either Party that he is unable or unwilling to act, apply to the CEDR to appoint a Contract Mediator;

24.2.5.2 the Parties shall within ten (10) Working Days of the appointment of the Contract Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from the CEDR to provide guidance on a suitable procedure;

24.2.5.3 unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;

24.2.5.4 if the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by their duly authorised representatives;

24.2.5.5 failing agreement, either of the Parties may invite the Contract Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties; and

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24.2.5.6 if the Parties fail to reach agreement in the structured negotiations within sixty (60) Working Days of the Contract Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the courts.

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CONTRACT SCHEDULE 1: DEFINITIONS

1. In accordance with Clause 1 (Definitions and Interpretation) of this Legal Services Contract including its recitals the following expressions shall have the following meanings:

"Affiliates"	means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time; and "**Affiliate**" shall be construed accordingly;
"Approval"	means the prior written consent of the Customer and "**Approve**" , "**Approves**" and "**Approved**" shall be construed accordingly;
"Audit"	means an audit carried out pursuant to the provisions set out in Clause 3;
"Auditor"	means: a) the Customer's internal and external auditors; b) the Customer's statutory or regulatory auditors; c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; d) HM Treasury or the Cabinet Office; e) any party formally appointed by the Customer to carry out audit or similar review functions; and f) successors or assigns of any of the above;
"Authority"	means THE MINISTER FOR THE CABINET OFFICE ("Cabinet Office") as represented by Crown Commercial Service, a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
"Central Government Body"	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

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a) Government Department;

b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);

c) Non-Ministerial Department; or

d) Executive Agency;

"Change of Control" means either:

(i) a change of control within the meaning of Section 450 of the Corporation Tax Act 2010; or

(ii) any instance where the Supplier demerges into two or more firms, merges with another firm, incorporates or otherwise changes its legal form;

" Charges" means the:

a) Fees (exclusive of any applicable VAT and, where relevant, inclusive of any milestone payments),

b) any Secondment Charges, Disbursements, Reimbursable Expenses and any other costs payable to the Supplier by the Customer under this Legal Services Contract, as set out in the Order Form, for the full and proper performance by the Supplier of the Ordered Panel Services less any Deductions;

"Crown" means the Government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, Government ministers and Government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;

"Commencement Date" means the date of commencement of this Legal Services Contract set out in section 1.1 of the Order Form;

"Commercially Sensitive Information" means the Suppliers Confidential Information comprised of commercially sensitive information:

a) relating to the Supplier, its IPR or its business or information which the Supplier has indicated to the Customer that, if disclosed by the Customer, would cause the Supplier significant commercial disadvantage or material financial loss; and

b) that constitutes a trade secret;

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"Confidential Information"	means the Customer's Confidential Information and/or the Suppliers Confidential Information, as the context requires;
"Conflict of Interest"	shall have the meaning set out in the SRA Handbook, as amended from time to time;
"Contract Mediator"	has the meaning set out in Clause 24.2.5.1;
"Contract Schedules"	means schedules to this Legal Services Contract;
"Customer"	means the Party identified at section A of the Order Form;
"Customer's Confidential Information"	means: a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How and IPR of the Customer; b) all information derived from any of the above; and c) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential which comes (or has come) to the Supplier's attention or possession in connection with this Legal Services Contract;
"Customer Data"	means: a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any Customer's Confidential Information, and which: i) are supplied to the Supplier by or on behalf of the Customer; or ii) the Supplier is required to generate, process, store or transmit pursuant to this Legal Services Contract; or any Personal Data for which the Customer is the Data Controller;
"Customer Personnel"	means all persons employed or engaged by the Customer together with the Customers servants, agents, suppliers and consultants;
"Customer Premises"	means premises owned, controlled or occupied by the Customer which are made available for use by the Supplier or its Sub-Contractors for the provision of the Ordered Panel Services (or any of them);

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"Customer Representative"	means the representative of the Customer appointed by the Customer from time to time in relation to this Legal Services Contract and identified as such at section 3.1 of the Order Form.;
"Data Subject"	shall have the same meaning as set out in the Data Protection Act 1998;
"Data Protection Legislation or DPA"	means the Data Protection Act 1998 as amended from time to time;
"Disbursement"	shall bear the meaning ascribed to it in the SRA Handbook from time to time;
"Deductions"	has the meaning set out at Clause 6.3;
"Employee Liabilities"	shall have the meaning set out in Contract Schedule 3;
"Environmental Information Regulations or EIRs"	means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations;
"Expiry Date"	shall have the meaning set out in Clause 2.1;
"Fees"	means the fees payable by the Customer to the Supplier which shall be based on: a) the relevant rates set out in paragraph 2.1 of Section B of the Order Form; or b) the capped price set out in paragraph 2.3 of Section B of the Order Form; or c) the fixed price set out in the paragraph 2.4 of Section B of the Order Form; or d) any combination of the above; or e) any rates/prices set out in Section C;
"FOIA"	means the Freedom of Information Act 2000;
"Fraud"	means any offence under any Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts including acts of forgery;
"Good Industry Practice"	means Standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;

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"Group of Economic Operators"	means a group of economic operators acting jointly and severally to provide the Panel Services;
"Insolvency Event"	means, in respect of the Supplier or Panel Guarantor or Call Off Guarantor (as applicable):

a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or

b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or

c) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or

d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or

e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or

f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or

g) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or

h) where the Supplier or Panel Guarantor or Call Off Guarantor is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or

i) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;

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"Intellectual Property Rights" or "IPR"	means a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, designs, Know-How, trade secrets and other rights in Confidential Information; b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and c) all other rights having equivalent or similar effect in any country or jurisdiction;
"Key Personnel"	means any individuals identified as such in the Order Form and any of their replacements that may be agreed between the Parties from time to time;
"Key Roles"	means those roles identified in the Order Form and which are carried out by the relevant Key Personnel;
"Key Sub-Contractor"	means any Sub-Contractor which is listed in Panel Schedule 7 (Key Sub-Contractors), that in the opinion of the Authority, performs (or would perform if appointed) a critical role in the provision of all or any part of the Panel Services;
"Know How"	means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Ordered Panel Services but excluding know-how already in the other Party's possession before the Commencement Date;
"Law"	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;
"Legal Services Contract"	means this written agreement between the Customer and the Supplier (entered into pursuant to the provisions of the Panel Agreement), which consists of the Terms and Conditions and the Order Form;

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"Material Breach"	means a breach of the provisions of Clause 2 (The Ordered Panel Services); Clause 3 (Delivery and Management of the Ordered Panel Services); Clause 5 (Personnel); Clause 7 (Liability and Insurance); Clause 8 (Intellectual Property Rights); Clause 9 (Protection of Information); Clause 10 (Warranties, Representations and Undertakings); Clause 13 (Publicity, Media and Official Enquiries), and or Clause 14 (Prevention of Fraud and Bribery);
"Order Form"	means the order form set out in Part 1 of this Legal Services Contract;
"Ordered Panel Services"	means the services to be provided by the Supplier to the Customer as set out in section B (Services) or section C (as applicable) of the Order Form;
"OJEU Notice"	means the notice published in the OJEU with the reference 2016/S 174-313246;
"Open Book Data"	means complete and accurate financial and non-financial information which is sufficient to enable the Authority to verify the Charges already paid or payable and Charges forecast to be paid during the Panel Period and term of any Legal Services Contracts, including details and all assumptions relating to:
"Panel Agreement"	means the panel agreement between the Authority and the Supplier dated [xx/yy/zzzz] and referenced in the Order Form;
"Panel Customers"	means the Authority, the Customer and any other bodies listed in the OJEU Notice;
"Party"	means the Supplier or the Customer and **"Parties"** shall mean both of them;
"Personal Data"	shall have the same meaning as set out in the Data Protection Act 1998 as amended from time to time;
"Processing"	has the meaning given to it in the Data Protection Legislation but, for the purposes of this Call Off Contract, it shall include both manual and automatic processing and "**Process**" and "**Processed**" shall be interpreted accordingly;
"Prohibited Act"	means any of the following: a) to directly or indirectly offer, promise or give any person working for or engaged by the Customer and/or the Authority or other Panel

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Customer or any other public body a financial or other advantage to:

i) induce that person to perform improperly a relevant function or activity; or

ii) reward that person for improper performance of a relevant function or activity;

b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Legal Services Contract;

c) committing any offence:

i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or

ii) under legislation or common law concerning fraudulent acts; or

iii) defrauding, attempting to defraud or conspiring to defraud the Customer; or

any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;

"Reimbursable Expenses" means reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Ordered Panel Services, calculated at the rates and in accordance with the Customer's expenses policy current from time to time, but not including:

a) travel expenses incurred as a result of Supplier Personnel travelling to and from their usual place of work, or to and from the premises at which the Ordered Panel Services are principally to be performed, unless the Panel Customer otherwise agrees in advance in writing; and

b) subsistence expenses incurred by Supplier Personnel whilst performing the Ordered Panel Services at their usual place of work, or to and from the premises at which the Ordered Panel Services are principally to be performed;

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"Relevant Requirements"	means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
"Standards"	means: a) any standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; b) any standards detailed in the specification in Panel Schedule 2 (Panel Services and Key Performance Indicators); c) any standards detailed by the Customer in this Legal Services Contract; d) any relevant Government codes of practice and guidance applicable from time to time; e) means any standards or quality assurance principles set out in Principle 5 of the SRA Handbook as amended from time to time;
"Sub-Contract"	means any contract or agreement (or proposed contract or agreement), other than this Legal Services Contract or the Panel Agreement, pursuant to which a third party: a) provides the Ordered Panel Services (or any part of them); b) provides facilities or services necessary for the provision of the Ordered Panel Services (or any part of them); and/or c) is responsible for the management, direction or control of the provision of the Ordered Panel Services (or any part of them);
"Sub-Contractor"	means any person other than the Supplier who is a party to a Sub-Contract and the servants or agents of that person;
"Supplier"	means the person, firm or company identified at section A of the Order Form;

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"Supplier's Confidential Information"	means: a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How and IPR of the Supplier; b) all information derived from any of the above; and c) any other information clearly designated as being confidential;
"Supplier Equipment"	means the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Customer) in the performance of its obligations under this Legal Services Contract;
"Supplier Personnel"	means all persons employed or engaged by the Supplier together with the Suppliers servants, agents, suppliers, consultants and Sub-Contractors (and all persons employed by any Sub-Contractor together with the Sub-Contractor's servants, consultants, agents, suppliers and sub-contractors) used in the performance of its obligations under this Legal Services Contract;
"Supporting Documentation"	means sufficient information in writing to enable the Customer reasonably to assess whether the Charges, Reimbursable Expenses and other sums due from the Customer under this Legal Services Contract are properly payable;
"Term"	means the term of this Legal Services Contract from the Commencement Date until the Expiry Date;
"Terms and Conditions"	means these terms and conditions set out in this Part 2 of the Legal Services Contract;
"Transparency Reports"	means the information relating to the Ordered Panel Services and performance of this Legal Services Contract which the Supplier is required to provide to the Customer in accordance with the reporting requirements in Contract Schedule 4;
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
"Working Day"	means any day other than a Saturday, Sunday or public holiday in England and Wales, and **"Working Days"** shall be construed accordingly.

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CONTRACT SCHEDULE 2: EXIT MANAGEMENT

1. DEFINITIONS

1.1 In this Contract Schedule 2, the following definitions shall apply:

"Exclusive Assets"	means those Supplier assets used by the Supplier or a Key Sub-Contractor which are used exclusively in the provision of the Ordered Panel Services;
"Exit Information"	has the meaning given to it in paragraph 4.1 of this Contract Schedule2;
"Exit Manager"	means the person appointed by each Party pursuant to paragraph 3.4 of this Contract Schedule 2 for managing the Parties' respective obligations under this Contract Schedule 2;
"Exit Plan"	means the exit plan described in paragraph 5 of this Contract Schedule 2 (Exit Management);
"Net Book Value"	means the net book value of the relevant Supplier asset(s) calculated in accordance with the depreciation policy of the Supplier set out in the letter in the agreed form from the Supplier to the Customer of even date with this Legal Services Contract;
"Non-Exclusive Assets"	means those Supplier assets (if any) which are used by the Supplier or a Key Sub-Contractor in connection with the Ordered Panel Services but which are also used by the Supplier or Key Sub-Contractor for other purposes;
"Registers"	means the register and configuration database referred to in paragraphs 3.1.1 and 3.1.2 of this Contract Schedule 2;
"Replacement Services"	means any services which are substantially similar to any of the Ordered Panel Services and which the Customer receives in substitution for any of the Ordered Panel Services following the Expiry Date, whether those services are provided by the Customer internally and/or by any third party;
"Replacement Supplier"	means any third party provider of Replacement Services appointed by or at the direction of the Customer from time to time or where the Customer is providing

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	Replacement Services for its own account, shall also include the Customer;
"Termination Assistance"	means the activities to be performed by the Supplier pursuant to the Exit Plan, and any other assistance required by the Customer pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	has the meaning given to it in paragraph 6.1 of this Contract Schedule 2;
"Termination Assistance Period"	means in relation to a Termination Assistance Notice, the period specified in the Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to paragraph 6.2 of this Contract Schedule 2;
"Transferable Assets"	means those of the Exclusive Assets which are capable of legal transfer to the Customer;
"Transferable Contracts"	means the Sub-Contracts, licences for Supplier IPR, licences for third party IPR or other agreements which are necessary to enable the Customer or any Replacement Supplier to provide the Ordered Panel Services or the Replacement Services, including in relation to licences all relevant documentation;
"Transferring Assets"	has the meaning given to it in paragraph 9.2.1 of this Contract Schedule 2; and
"Transferring Contracts"	has the meaning given to it in paragraph 9.2.3 of this Contract Schedule 2.

2. INTRODUCTION

2.1 This Contract Schedule 2 describes provisions that should be included in the Exit Plan, the duties and responsibilities of the Supplier to the Customer leading up to and covering the Expiry Date and the transfer of service provision to the Customer and/or a Replacement Supplier.

2.2 The objectives of the exit planning and service transfer arrangements are to ensure a smooth transition of the availability of the Ordered Panel Services from the Supplier to the Customer and/or a Replacement Supplier at the Expiry Date.

3. OBLIGATIONS DURING THE TERM TO FACILITATE EXIT

3.1 During the Term, the Supplier shall:

3.1.1 create and maintain a Register of all:

(a) Supplier assets, detailing their:

(i) make, model and asset number;

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(ii) ownership and status as either Exclusive Assets or Non-Exclusive Assets;

(iii) Net Book Value;

(iv) condition and physical location; and

(v) use (including technical specifications); and

(b) Sub-Contracts and other relevant agreements (including relevant software licences, maintenance and support agreements and equipment rental and lease agreements) required for the performance of the Ordered Panel Services;

3.1.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Ordered Panel Services, which shall contain sufficient detail to permit the Customer and/or Replacement Supplier to understand how the Supplier provides the Ordered Panel Services and to enable the smooth transition of the Ordered Panel Services with the minimum of disruption;

3.1.3 agree the format of the Registers with the Customer as part of the process of agreeing the Exit Plan; and

3.1.4 at all times keep the Registers up to date, in particular in the event that assets, Sub-Contracts or other relevant agreements are added to or removed from the Ordered Panel Services.

3.2 The Supplier shall:

3.2.1 procure that all Exclusive Assets listed in the Registers are clearly marked to identify that they are exclusively used for the provision of Ordered Panel Services under this Legal Services Contract; and

3.2.2 (unless otherwise agreed by the Customer in writing) procure that all licences for Third Party IPR and all Sub-Contracts shall be assignable and/or capable of novation at the request of the Customer to the Customer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Ordered Panel Services (or part of them) without restriction (including any need to obtain any consent or approval) or payment by the Customer.

3.3 Where the Supplier is unable to procure that any Sub-Contract or other agreement referred to in paragraph 3.2.2 of this Contract Schedule 2 which the Supplier proposes to enter into after the Commencement Date is assignable and/or capable of novation to the Customer (and/or its nominee) and/or any Replacement Supplier without restriction or payment, the Supplier shall promptly notify the Customer of this and the Parties shall (acting reasonably and without undue delay) discuss the appropriate action to be taken which, where the Customer so directs, may include the Supplier seeking an alternative Sub-Contractor or provider of services to which the relevant agreement relates.

3.4 Each Party shall appoint a person for the purposes of managing the Parties' respective obligations under this Contract Schedule 2 and provide written notification of such appointment to the other Party within three (3) months of the Commencement Date. The Supplier's Exit Manager shall be responsible for ensuring that the Supplier and its employees, agents and Sub-Contractors comply with this Contract Schedule 2. The Supplier shall ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the Supplier as are reasonably necessary to enable the Supplier to comply with the requirements set out in this Contract Schedule 2. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the termination of this Contract and all matters connected with this Contract Schedule 2 and each Party's compliance with it.

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4. OBLIGATIONS TO ASSIST ON RE-TENDERING OF ORDERED PANEL SERVICES

4.1 On reasonable notice at any point during the Term, the Supplier shall provide to the Customer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), the following material and information in order to facilitate the preparation by the Customer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence:

4.1.1 details of the Ordered Panel Service(s);

4.1.2 a copy of the Registers, updated by the Supplier up to the date of delivery of such Registers;

4.1.3 an inventory of Customer Data in the Supplier's possession or control;

4.1.4 details of any key terms of any third party contracts and licences, particularly as regards charges, termination, assignment and novation;

4.1.5 a list of on-going and/or threatened disputes in relation to the provision of the Ordered Panel Services;

4.1.6 all information relating to Transferring Supplier Employees or those who may be Transferring Supplier Employees' required to be provided by the Supplier under this Legal Services Contract such information to include the Staffing Information as defined in Contract Schedule 3 (Staff Transfer); and

4.1.7 such other material and information as the Customer shall reasonably require,

(together, the "**Exit Information**").

4.2 The Supplier acknowledges that the Customer may disclose the Supplier's Confidential Information to an actual or prospective Replacement Supplier or any third party whom the Customer is considering engaging to the extent that such disclosure is necessary in connection with such engagement (except that the Customer may not under this paragraph 4.2 of this Contract Schedule 2 disclose any Supplier's Confidential Information which is information relating to the Supplier's or its Sub-Contractors' prices or costs).

4.3 The Supplier shall:

4.3.1 notify the Customer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Ordered Panel Services and shall consult with the Customer regarding such proposed material changes; and

4.3.2 provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and in any event within ten (10) Working Days of a request in writing from the Customer.

4.4 The Supplier may charge the Customer for its reasonable additional costs to the extent the Customer requests more than four (4) updates in any six (6) month period.

4.5 The Exit Information shall be accurate and complete in all material respects and the level of detail to be provided by the Supplier shall be such as would be reasonably necessary to enable a third party to:

4.5.1 prepare an informed offer for those Ordered Panel Services; and

4.5.2 not be disadvantaged in any subsequent procurement process compared to the Supplier (if the Supplier is invited to participate).

5. EXIT PLAN

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5.1 The Supplier shall, within three (3) months after the Commencement Date, deliver to the Customer an Exit Plan which:

5.1.1 sets out the Supplier's proposed methodology for achieving an orderly transition of the Ordered Panel Services from the Supplier to the Customer and/or its Replacement Supplier on the expiry or termination of this Contract ;

5.1.2 complies with the requirements set out in paragraph 5.3 of this Contract Schedule 2;

5.1.3 is otherwise reasonably satisfactory to the Customer.

5.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of its submission, then such dispute shall be resolved in accordance with the Dispute Resolution Procedure.

5.3 Unless otherwise specified by the Customer or Approved, the Exit Plan shall set out, as a minimum:

5.3.1 how the Exit Information is obtained;

5.3.2 the management structure to be employed during both transfer and cessation of the Ordered Panel Services;

5.3.3 the management structure to be employed during the Termination Assistance Period;

5.3.4 a detailed description of both the transfer and cessation processes, including a timetable;

5.3.5 how the Ordered Panel Services will transfer to the Replacement Supplier and/or the Customer, including details of the processes, documentation, data transfer, systems migration, security and the segregation of the Customer's technology components from any technology components operated by the Supplier or its Sub-Contractors (where applicable);

5.3.6 details of contracts (if any) which will be available for transfer to the Customer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer (and the Supplier agrees that all assets and contracts used by the Supplier in connection with the provision of the Ordered Panel Services will be available for such transfer);

5.3.7 proposals for the training of key members of the Replacement Supplier's personnel in connection with the continuation of the provision of the Ordered Panel Services following the Expiry Date charged at rates agreed between the Parties at that time;

5.3.8 proposals for providing the Customer or a Replacement Supplier copies of all documentation:

(a) used in the provision of the Ordered Panel Services and necessarily required for the continued use thereof, in which the Intellectual Property Rights are owned by the Supplier; and

(b) relating to the use and operation of the Ordered Panel Services;

5.3.9 proposals for the assignment or novation of the provision of all services, leases, maintenance agreements and support agreements utilised by the Supplier in connection with the performance of the supply of the Ordered Panel Services;

5.3.10 proposals for the identification and return of all Customer Property in the possession of and/or control of the Supplier or any third party (including any Sub-Contractor);

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5.3.11 proposals for the disposal of any redundant Ordered Panel Services and materials;

5.3.12 procedures to:

(a) deal with requests made by the Customer and/or a Replacement Supplier for Staffing Information pursuant to Contract Schedule 3 (Staff Transfer);

(b) determine which Supplier Personnel are or are likely to become Transferring Supplier Employees; and

(c) identify or develop any measures for the purpose of the Employment Regulations envisaged in respect of Transferring Supplier Employees;

5.3.13 how each of the issues set out in this Contract Schedule 2 will be addressed to facilitate the transition of the Ordered Panel Services from the Supplier to the Replacement Supplier and/or the Customer with the aim of ensuring that there is no disruption to or degradation of the Ordered Panel Services during the Termination Assistance Period; and

5.3.14 proposals for the supply of any other information or assistance reasonably required by the Customer or a Replacement Supplier in order to effect an orderly handover of the provision of the Ordered Panel Services.

6. TERMINATION ASSISTANCE

6.1 The Customer shall be entitled to require the provision of Termination Assistance at any time during the Term by giving written notice to the Supplier (a **"Termination Assistance Notice"**) at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

6.1.1 the date from which Termination Assistance is required;

6.1.2 the nature of the Termination Assistance required; and

6.1.3 the period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the date that the Supplier ceases to provide the Ordered Panel Services.

6.2 The Customer shall have an option to extend the Termination Assistance Period beyond the period specified in the Termination Assistance Notice provided that such extension shall not extend for more than six (6) Months after the date the Supplier ceases to provide the Ordered Panel Services or, if applicable, beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier to such effect no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Customer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier to such effect.

7. TERMINATION ASSISTANCE PERIOD

7.1 Throughout the Termination Assistance Period, or such shorter period as the Customer may require, the Supplier shall:

7.1.1 continue to provide the Ordered Panel Services (as applicable) and, if required by the Customer pursuant to paragraph 6.1 of this Contract Schedule 2, provide the Termination Assistance;

7.1.2 in addition to providing the Ordered Panel Services and the Termination Assistance, provide to the Customer any reasonable assistance requested by the

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Customer to allow the Ordered Panel Services to continue without interruption following the termination or expiry of this Contract and to facilitate the orderly transfer of responsibility for and conduct of the Ordered Panel Services to the Customer and/or its Replacement Supplier;

7.1.3 use all reasonable endeavours to reallocate resources to provide such assistance as is referred to in paragraph 7.1.2 of this Contract Schedule 2 without additional costs to the Customer;

7.1.4 at the Customer's request and on reasonable notice, deliver up-to-date Registers to the Customer.

7.2 Without prejudice to the Supplier's obligations under paragraph 7.1.3 of this Contract Schedule 2, if it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in paragraph 7.1.2 of this Contract Schedule 2 without additional costs to the Customer, any additional costs incurred by the Supplier in providing such reasonable assistance which is not already in the scope of the Termination Assistance or the Exit Plan shall be subject to Clause 4 (Variation and Extension).

8. TERMINATION OBLIGATIONS

8.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.

8.2 Upon termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Ordered Panel Services and the Termination Assistance and its compliance with the other provisions of this Contract Schedule 2), the Supplier shall:

8.2.1 cease to use the Customer Data;

8.2.2 provide the Customer and/or the Replacement Supplier with a complete and uncorrupted version of the Customer Data in electronic form (or such other format as reasonably required by the Customer);

8.2.3 erase from any computers, storage devices and storage media that are to be retained by the Supplier after the end of the Termination Assistance Period all Customer Data and promptly certify to the Customer that it has completed such deletion;

8.2.4 return to the Customer such of the following as is in the Supplier's possession or control:

(a) all materials created by the Supplier under this Legal Services Contract in which the IPRs are owned by the Customer;

(b) any equipment which belongs to the Customer;

(c) any items that have been on-charged to the Customer, such as consumables; and

(d) any sums prepaid by the Customer in respect of Ordered Panel Services not delivered by the Expiry Date;

8.2.5 vacate any Customer Premises;

8.2.6 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Ordered Panel Services and shall leave the sites in a clean, safe and tidy condition. The Supplier is solely 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 and/or any Supplier Personnel;

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

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(a) such information relating to the Ordered Panel Services as remains in the possession or control of the Supplier; and

(b) such members of the Supplier Personnel as have been involved in the design, development and provision of the Ordered Panel Services and who are still employed by the Supplier, provided that the Customer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to requests for access under this paragraph.

8.3 Upon termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Ordered Panel Services and the Termination Assistance and its compliance with the other provisions of this Contract Schedule 2), each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Ordered Panel Services or termination services or for statutory compliance purposes.

8.4 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Customer to the Supplier in relation to the Ordered Panel Services shall be terminated with effect from the end of the Termination Assistance Period.

9. ASSETS AND SUB-CONTRACTS

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

9.1.1 terminate, enter into or vary any Sub-Contract;

9.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier assets or acquire any new Supplier assets; or

9.1.3 terminate, enter into or vary any licence for software in connection with the provision of Ordered Panel Services.

9.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier pursuant to paragraph 7.1.4 of this Contract Schedule 2, the Customer shall provide written notice to the Supplier setting out:

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

9.2.2 which, if any, of:

(a) the Exclusive Assets that are not Transferable Assets; and

(b) the Non-Exclusive Assets,

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

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

in order for the Customer and/or its Replacement Supplier to provide the Ordered Panel Services from the expiry of the Termination Assistance Period. Where requested by the Customer and/or its Replacement Supplier, the Supplier shall provide all reasonable assistance to the Customer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable

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Contracts the Customer and/or its Replacement Supplier requires to provide the Ordered Panel Services or the Replacement Services.

9.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Customer and/or its nominated Replacement Supplier for a consideration equal to their Net Book Value, except where the cost of the Transferring Asset has been partially or fully paid for through the Contract Charges at the Expiry Date, in which case the Customer shall pay the Supplier the Net Book Value of the Transferring Asset less the amount already paid through the Charges.

9.4 Risk in the Transferring Assets shall pass to the Customer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title to the Transferring Assets shall pass to the Customer or the Replacement Supplier (as appropriate) on payment for the same.

9.5 Where the Supplier is notified in accordance with paragraph 9.2.2 of this Contract Schedule 2 that the Customer 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:

9.5.1 procure a non-exclusive, perpetual, royalty-free licence (or licence on such other terms that have been agreed by the Customer) for the Customer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which

9.5.2 procure a suitable alternative to such assets and the Customer or the Replacement Supplier shall bear the reasonable proven costs of procuring the same.

9.6 The Supplier shall as soon as reasonably practicable assign or procure the novation to the Customer and/or the Replacement Supplier of the Transferring Contracts. The Supplier shall execute such documents and provide such other assistance as the Customer reasonably requires to effect this novation or assignment.

9.7 The Customer shall:

9.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and

9.7.2 once a Transferring Contract is novated or assigned to the Customer and/or the Replacement Supplier, carry out, perform and 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.

9.8 The Supplier shall hold any Transferring Contracts on trust for the Customer until such time as the transfer of the relevant Transferring Contract to the Customer and/or the Replacement Supplier has been effected.

9.9 The Supplier shall indemnify the Customer (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 Customer (and/or Replacement Supplier) pursuant to paragraph 9.6 of this Contract Schedule 2 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract.

10. SUPPLIER PERSONNEL

10.1 The Customer and Supplier agree and acknowledge that in the event of the Supplier ceasing to provide the Ordered Panel Services or part of them for any reason, Contract Schedule 3 (Staff Transfer) shall apply.

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10.2 The Supplier shall not and shall procure that any relevant Sub-Contractor shall not take any step (expressly or implicitly and directly or indirectly by itself or through any other person) without the prior written consent of the Customer to dissuade or discourage any employees engaged in the provision of the Ordered Panel Services from transferring their employment to the Customer and/or the Replacement Supplier and/or Replacement Sub-Contractor.

10.3 During the Termination Assistance Period, the Supplier shall and shall procure that any relevant Sub-Contractor shall:

10.3.1 give the Customer and/or the Replacement Supplier and/or Replacement Sub-Contractor reasonable access to the Supplier's personnel and/or their consultation representatives to present the case for transferring their employment to the Customer and/or the Replacement Supplier and/or to discuss or consult on any measures envisaged by the Customer, Replacement Supplier and/or Replacement Sub-Contractor in respect of persons expected to be Transferring Supplier Employees;

10.3.2 co-operate with the Customer and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Ordered Panel Services.

10.4 The Supplier shall immediately notify the Customer or, at the direction of the Customer, the Replacement Supplier of any period of notice given by the Supplier or received from any person referred to in the Staffing Information as defined in Contract Schedule 3 (Staff Transfer), regardless of when such notice takes effect.

10.5 The Supplier shall not for a period of twelve (12) Months from the date of transfer re-employ or re-engage or entice any employees, suppliers or Sub-Contractors whose employment or engagement is transferred to the Customer and/or the Replacement Supplier except that this paragraph 10.5 shall not apply where an offer is made pursuant to an express right to make such offer under Contract Schedule 3 (Staff Transfer) in respect of a Transferring Supplier Employee not identified in the Supplier's Final Supplier Personnel List.

11. CHARGES

11.1 Except as otherwise expressly specified in this Contract , the Supplier shall not make any charges for the services provided by the Supplier pursuant to, and the Customer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with, this Contract Schedule 2 including the preparation and implementation of the Exit Plan, the Termination Assistance and any activities mutually agreed between the Parties to carry on after the expiry of the Termination Assistance Period.

12. APPORTIONMENTS

12.1 All outgoings and expenses (including any remuneration due) and all rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Customer and the Supplier and/or the Replacement Supplier and the Supplier (as applicable) as follows:

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

12.1.2 the Customer shall be responsible for (or shall procure that the Replacement Supplier 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

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

12.2 Each Party shall pay (and/or the Customer shall procure that the Replacement Supplier shall pay) any monies due under paragraph 12.1 of this Contract Schedule 2 as soon as reasonably practicable.

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CONTRACT SCHEDULE 3: STAFF TRANSFER

1. DEFINITIONS

In this Contract Schedule 3, the following definitions shall apply:

"Admission Agreement"	An admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into by the Supplier where it agrees to participate in the Schemes in respect of the Ordered Panel Services;
"Eligible Employee"	any Fair Deal Employee who at the relevant time is an eligible employee as defined in the Admission Agreement;
"Fair Deal Employees"	those Transferring Customer Employees who are on the Relevant Transfer Date entitled to the protection of New Fair Deal (and, in the event that Part B of this Contract Schedule 3 applies, any Transferring Former Supplier Employees who originally transferred pursuant to a Relevant Transfer under the Employment Regulations (or the predecessor legislation to the Employment Regulations), from employment with a public sector employer and who were once eligible to participate in the Schemes and who at the Relevant Transfer Date become entitled to the protection of New Fair Deal);
"Former Supplier"	a supplier supplying services to the Customer before the Relevant Transfer Date that are the same as or substantially similar to the Ordered Panel Services (or any part of the Ordered Panel Services) and shall include any sub-contractor of such supplier (or any sub-contractor of any such sub-contractor);
"New Fair Deal"	the revised Fair Deal position set out in the HM Treasury guidance: *"Fair Deal for staff pensions: staff transfer from central government"* issued in October 2013 including any amendments to that document immediately prior to the Relevant Transfer Date;
"Notified Sub-Contractor"	a Sub-Contractor identified in the Annex to this Contract Schedule 3 to whom Transferring Customer Employees and/or Transferring Former Supplier Employees will transfer on a Relevant Transfer Date;
"Replacement Sub-Contractor"	a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);
"Replacement Services"	means any services which are substantially similar to any of the Ordered Panel Services and which the Customer receives in substitution for any of the Ordered Panel Services following the Expiry Date, whether those services

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	are provided by the Customer internally and/or by any third party;
"Replacement Supplier"	means any third party provider of Replacement Services appointed by or at the direction of the Customer from time to time or where the Customer is providing Replacement Services for its own account, shall also include the Customer;
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;
"Schemes"	the Principal Civil Service Pension Scheme available to Civil Servants and employees of bodies under Schedule 1 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Scheme and (ii) Death Benefits Scheme; the Civil Service Additional Voluntary Contribution Scheme; and the Designated Stakeholder Pension Scheme and "alpha" introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014;
"Service Transfer"	any transfer of the Ordered Panel Services (or any part of the Ordered Panel Services), for whatever reason, from the Supplier or any Sub-Contractor to a Replacement Supplier or a Replacement Sub-Contractor;
"Service Transfer Date"	the date of a Service Transfer or, if more than one, the date of the relevant Service Transfer as the context requires;
"Staffing Information"	in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Customer may reasonably request (subject to all applicable provisions of the DPA), but including in an anonymised format: (a) their ages, dates of commencement of employment or engagement, gender and place of work; (b) details of whether they are employed, self employed contractors or consultants, agency workers or otherwise; (c) the identity of the employer or relevant contracting party; (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;

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(e) their wages, salaries, bonuses and profit sharing arrangements as applicable;

(f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;

(g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);

(h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;

(i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and

(j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

"Supplier's Final Supplier Personnel List"	a list provided by the Supplier of all Supplier Personnel who will transfer under the Employment Regulations on the Service Transfer Date;
"Supplier's Provisional Supplier Personnel List"	a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Ordered Panel Services or any relevant part of the Ordered Panel Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
"Transferring Customer Employees"	those employees of the Customer to whom the Employment Regulations will apply on the Relevant Transfer Date;
"Transferring Former Supplier Employees"	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date; and
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Sub-Contractors to whom the Employment Regulations will apply on the Service Transfer Date.

2. INTERPRETATION

Where a provision in this Contract Schedule 3 imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-Contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Customer, Former Supplier, Replacement Supplier or Replacement Sub-Contractor, as the case may be.

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PART A

TRANSFERRING CUSTOMER EMPLOYEES AT COMMENCEMENT OF SERVICES

1. RELEVANT TRANSFERS

1.1 The Customer and the Supplier agree that:

1.1.1 the commencement of the provision of the Ordered Panel Services or of each relevant part of the Ordered Panel Services will be a Relevant Transfer in relation to the Transferring Customer Employees; and

1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between the Customer and the Transferring Customer Employees (except in relation to any terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Notified Sub-Contractor and each such Transferring Customer Employee.

1.2 The Customer shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Customer Employees in respect of the period arising up to (but not including)the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period up to (but not including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Customer; and (ii) the Supplier and/or any Notified Sub-Contractor (as appropriate).

2. CUSTOMER INDEMNITIES

2.1 Subject to Paragraph 2.2, the Customer shall indemnify the Supplier and any Notified Sub-Contractor against any Employee Liabilities arising from or as a result of:

2.1.1 any act or omission by the Customer in respect of any Transferring Customer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Customer Employee occurring before the Relevant Transfer Date;

2.1.2 the breach or non-observance by the Customer before the Relevant Transfer Date of:

(a) any collective agreement applicable to the Transferring Customer Employees; and/or

(b) any custom or practice in respect of any Transferring Customer Employees which the Customer is contractually bound to honour;

2.1.3 any claim by any trade union or other body or person representing the Transferring Customer Employees arising from or connected with any failure by the Customer to comply with any legal obligation to such trade union, body or person arising before the Relevant Transfer Date;

2.1.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

(a) in relation to any Transferring Customer Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and

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(b) in relation to any employee who is not a Transferring Customer Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Customer to the Supplier and/or any Notified Sub-Contractor as appropriate, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date.

2.1.5 a failure of the Customer to discharge, or procure the discharge of, all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Customer Employees arising before the Relevant Transfer Date;

2.1.6 any claim made by or in respect of any person employed or formerly employed by the Customer other than a Transferring Customer Employee for whom it is alleged the Supplier and/or any Notified Sub-Contractor as appropriate may be liable by virtue of the Employment Regulations and/or the Acquired Rights Directive; and

2.1.7 any claim made by or in respect of a Transferring Customer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Customer Employee relating to any act or omission of the Customer in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or any Sub-Contractor to comply with regulation 13(4) of the Employment Regulations.

2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-Contractor (whether or not a Notified Sub-Contractor) whether occurring or having its origin before, on or after the Relevant Transfer Date including any Employee Liabilities:

2.2.1 arising out of the resignation of any Transferring Customer Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier and/or any Sub-Contractor to occur in the period from (and including) the Relevant Transfer Date; or

2.2.2 arising from the failure by the Supplier or any Sub-Contractor to comply with its obligations under the Employment Regulations.

2.3 If any person who is not identified by the Customer as a Transferring Customer Employee claims, or it is determined in relation to any person who is not identified by the Customer as a Transferring Customer Employee, that his/her contract of employment has been transferred from the Customer to the Supplier and/or any Notified Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:

2.3.1 the Supplier shall, or shall procure that the Notified Sub-Contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Customer; and

2.3.2 the Customer may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of receipt of the notification by the Supplier and/or any Notified Sub-Contractor, or take such other reasonable steps as the Customer considers appropriate to deal with the matter provided always that such steps are in compliance with Law.

2.4 If an offer referred to in Paragraph 2.3.2 is accepted, or if the situation has otherwise been resolved by the Customer, the Supplier shall, or shall procure that the Notified Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.

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2.5 If by the end of the 15 Working Day period specified in Paragraph 2.3.2:

2.5.1 no such offer of employment has been made;

2.5.2 such offer has been made but not accepted; or

2.5.3 the situation has not otherwise been resolved,

the Supplier and/or any Notified Sub-Contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

2.6 Subject to the Supplier and/or any Notified Sub-Contractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in applicable Law, the Customer shall indemnify the Supplier and/or any Notified Sub-Contractor (as appropriate) against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.5 provided that the Supplier takes, or procures that the Notified Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.7 The indemnity in Paragraph 2.6:

2.7.1 shall not apply to:

(a) any claim for:

(i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

(ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Supplier and/or any Sub-Contractor; or

(b) any claim that the termination of employment was unfair because the Supplier and/or Notified Sub-Contractor neglected to follow a fair dismissal procedure; and

2.7.2 shall apply only where the notification referred to in Paragraph 2.3.1 is made by the Supplier and/or any Notified Sub-Contractor (as appropriate) to the Customer within 6 months of the Commencement Date.

2.8 If any such person as is referred to in Paragraph 2.3 is neither re-employed by the Customer nor dismissed by the Supplier and/or any Notified Sub-Contractor within the time scales set out in Paragraph 2.5 such person shall be treated as having transferred to the Supplier and/or any Notified Sub-Contractor and the Supplier shall, or shall procure that the Notified Sub-Contractor shall, comply with such obligations as may be imposed upon it under applicable Law.

3. SUPPLIER INDEMNITIES AND OBLIGATIONS

3.1 Subject to Paragraph 3.2 the Supplier shall indemnify the Customer against any Employee Liabilities arising from or as a result of:

3.1.1 any act or omission by the Supplier or any Sub-Contractor in respect of any Transferring Customer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Customer Employee whether occurring before, on or after the Relevant Transfer Date;

3.1.2 the breach or non-observance by the Supplier or any Sub-Contractor on or after the Relevant Transfer Date of:

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(a) any collective agreement applicable to the Transferring Customer Employees; and/or

(b) any custom or practice in respect of any Transferring Customer Employees which the Supplier or any Sub-Contractor is contractually bound to honour;

3.1.3 any claim by any trade union or other body or person representing any Transferring Customer Employees arising from or connected with any failure by the Supplier or any Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;

3.1.4 any proposal by the Supplier or a Sub-Contractor made before the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Customer Employees to their material detriment on or after their transfer to the Supplier or the relevant Sub-Contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Customer Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;

3.1.5 any statement communicated to or action undertaken by the Supplier or any Sub-Contractor to, or in respect of, any Transferring Customer Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Customer in writing;

3.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

(a) in relation to any Transferring Customer Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and

(b) in relation to any employee who is not a Transferring Customer Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Customer to the Supplier or a Sub-Contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;

3.1.7 a failure of the Supplier or any Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Customer Employees in respect of the period from (and including) the Relevant Transfer Date;

3.1.8 any claim made by or in respect of a Transferring Customer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Customer Employee relating to any act or omission of the Supplier or any Sub-Contractor in relation to their obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Customer's failure to comply with its obligations under regulation 13 of the Employment Regulations; and

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3.1.9 a failure by the Supplier or any Sub-Contractor to comply with its obligations under Paragraph 2.8 above.

3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Customer whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Customer's failure to comply with its obligations under the Employment Regulations.

3.3 The Supplier shall comply, and shall procure that each Sub-Contractor shall comply, with all its obligations under the Employment Regulations (including its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of the Transferring Customer Employees, from (and including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and any other sums due under the Admission Agreement which in any case are attributable in whole or in part to the period from and including the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Customer and the Supplier.

4. INFORMATION

The Supplier shall, and shall procure that each Sub-Contractor shall, promptly provide to the Customer in writing such information as is necessary to enable the Customer to carry out its duties under regulation 13 of the Employment Regulations. The Customer shall promptly provide to the Supplier and each Notified Sub-Contractor in writing such information as is necessary to enable the Supplier and each Notified Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5. PRINCIPLES OF GOOD EMPLOYMENT PRACTICE

5.1 The Parties agree that the Principles of Good Employment Practice issued by the Cabinet Office in December 2010 apply to the treatment by the Supplier of employees whose employment begins after the Relevant Transfer Date, and the Supplier undertakes to treat such employees in accordance with the provisions of the Principles of Good Employment Practice.

5.2 The Supplier shall, and shall procure that each Sub-Contractor shall, comply with any requirement notified to it by the Customer relating to pensions in respect of any Transferring Customer Employee as set down in:

5.2.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;

5.2.2 HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999;

5.2.3 HM Treasury's guidance "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or

5.2.4 the New Fair Deal.

5.3 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraphs 5.1 or 5.2 shall be agreed in accordance with the Variation Procedure.

6. PENSIONS

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The Supplier shall, and/or shall procure that each of its Sub-Contractors shall, comply with the pensions provisions in the following Annex.

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ANNEX TO PART A: PENSIONS

1. PARTICIPATION

1.1 The Supplier undertakes to enter into the Admission Agreement.

1.2 The Supplier and the Customer:

1.2.1 undertake to do all such things and execute any documents (including the Admission Agreement) as may be required to enable the Supplier to participate in the Schemes in respect of the Fair Deal Employees;

1.2.2 agree that the arrangements under paragraph 1.1 of this Annex include the body responsible for the Schemes notifying the Customer if the Supplier breaches any obligations it has under the Admission Agreement;

1.2.3 agree, notwithstanding Paragraph 1.2.2 of this Annex, the Supplier shall notify the Customer in the event that it breaches any obligations it has under the Admission Agreement and when it intends to remedy such breaches; and

1.2.4 agree that the Customer may terminate this Legal Services Contract in the event that the Supplier breaches the Admission Agreement:

(a) and that breach is not capable of being remedied; or

(b) where such breach is capable of being remedied, the Supplier fails to remedy such breach within a reasonable time and in any event within 28 days of a notice from the Customer giving particulars of the breach and requiring the Supplier to remedy it.

1.3 The Supplier shall bear its own costs and all costs that the Customer reasonably incurs in connection with the negotiation, preparation and execution of documents to facilitate the Supplier participating in the Schemes including without limitation current civil service pensions administrator on-boarding costs.

2. FUTURE SERVICE BENEFITS

2.1 The Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the Schemes that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date and the Supplier shall procure that the Fair Deal Employees continue to accrue benefits in accordance with the provisions governing the relevant section of Schemes for service from (and including) the Relevant Transfer Date.

2.2 The Supplier undertakes that should it cease to participate in the Schemes for whatever reason at a time when it has Eligible Employees, that it will, at no extra cost to the Customer, provide to any Fair Deal Employee who immediately prior to such cessation remained an Eligible Employee with access to an occupational pension scheme certified by the Government Actuary's Department or any actuary nominated by the Customer in accordance with relevant guidance produced by the Government Actuary's Department as providing benefits which are broadly comparable to those provided by the Schemes on the date the Eligible Employees ceased to participate in the Schemes.

2.3 The Parties acknowledge that the Civil Service Compensation Scheme and the Civil Service Injury Benefit Scheme (established pursuant to section 1 of the Superannuation Act 1972) are not covered by the protection of New Fair Deal.

3. FUNDING

3.1 The Supplier undertakes to pay to the Schemes all such amounts as are due under the Admission Agreement and shall deduct and pay to the Schemes such employee contributions as are required by the Schemes.

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3.2 The Supplier shall indemnify and keep indemnified the Customer on demand against any claim by, payment to, or loss incurred by, the Schemes in respect of the failure to account to the Schemes for payments received and the non-payment or the late payment of any sum payable by the Supplier to or in respect of the Schemes.

4. PROVISION OF INFORMATION

The Supplier and the Customer respectively undertake to each other:

4.1 to provide all information which the other Party may reasonably request concerning matters referred to in this Annex and set out in the Admission Agreement, and to supply the information as expeditiously as possible; and

4.2 not to issue any announcements to the Fair Deal Employees prior to the Relevant Transfer Date concerning the matters stated in this Annex without the consent in writing of the other Party (not to be unreasonably withheld or delayed).

5. INDEMNITY

The Supplier undertakes to the Customer to indemnify and keep indemnified the Customer on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards the Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which relate to the payment of benefits under and/or participation in an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Schemes.

6. EMPLOYER OBLIGATION

The Supplier shall comply with the requirements of Part 1 of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff.

7. SUBSEQUENT TRANSFERS

The Supplier shall:

7.1 not adversely affect pension rights accrued by any Fair Deal Employee in the period ending on the Service Transfer Date;

7.2 provide all such co-operation and assistance as the Schemes and the Replacement Supplier and/or the Customer may reasonably require to enable the Replacement Supplier to participate in the Schemes in respect of any Eligible Employee and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal; and

7.3 for the applicable period either:

7.3.1 after notice (for whatever reason) is given, in accordance with the other provisions of this Contract, to terminate the Admission Agreement or any part of the Ordered Panel Services; or

7.3.2 after the date which is two (2) years prior to the date of expiry of this Legal Services Contract,

ensure that no change is made to pension, retirement and death benefits provided for or in respect of any person who will transfer to the Replacement Supplier or the Customer, no category of earnings which were not previously pensionable are made pensionable and the contributions (if any) payable by such employees are not reduced without (in any case) the prior approval of the Customer (such approval not to be unreasonably withheld). Save that this sub-paragraph shall not apply to any change made as a consequence of participation in an Admission Agreement.

8. BULK TRANSFER

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8.1 Where the Supplier has set up a broadly comparable pension scheme in accordance with the provisions of paragraph 2.2 above of this Annex, the Supplier agrees to:

8.1.1 fully fund any such broadly comparable pension scheme in accordance with the funding requirements set by that broadly comparable pension scheme's actuary or by the Government Actuary's Department;

8.1.2 instruct any such broadly comparable pension scheme's actuary to, and to provide all such co-operation and assistance in respect of any such broadly comparable pension scheme as the Replacement Supplier and/or the Customer may reasonably require, to enable the Replacement Supplier to participate in the Schemes in respect of any Fair Deal Employee that remain eligible for New Fair Deal protection following a Service Transfer;

8.1.3 allow, in respect of any Fair Deal Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such broadly comparable pension scheme into the Schemes on a day for day service basis and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal, for the avoidance of doubt should the amount offered by the broadly comparable pension scheme be less than the amount required by the Schemes to fund day for day service ("the Shortfall"), the Supplier agrees to pay the Shortfall to the Schemes; and

8.1.4 indemnify the Customer on demand for any failure to pay the Shortfall as required under Paragraph 8.1.3 above.

PART B

TRANSFERRING FORMER SUPPLIER EMPLOYEES AT COMMENCEMENT OF ORDERED PANEL SERVICES

1. RELEVANT TRANSFERS

1.1 The Customer and the Supplier agree that:

1.1.1 the commencement of the provision of the Ordered Panel Services or of any relevant part of the Ordered Panel Services will be a Relevant Transfer in relation to the Transferring Former Supplier Employees; and

1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or Notified Sub-Contractor and each such Transferring Former Supplier Employee.

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1.2 Subject to Paragraph 6, the Customer shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (but not including) the Relevant Transfer Date) and the Supplier shall make, and the Customer shall procure that each Former Supplier makes, any necessary apportionments in respect of any periodic payments.

2. FORMER SUPPLIER INDEMNITIES

2.1 Subject to Paragraphs 2.2 and 6, the Customer shall procure that each Former Supplier shall indemnify the Supplier and any Notified Sub-Contractor against any Employee Liabilities arising from or as a result of:

2.1.1 any act or omission by the Former Supplier in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee arising before the Relevant Transfer Date;

2.1.2 the breach or non-observance by the Former Supplier arising before the Relevant Transfer Date of:

(a) any collective agreement applicable to the Transferring Former Supplier Employees; and/or

(b) any custom or practice in respect of any Transferring Former Supplier Employees which the Former Supplier is contractually bound to honour;

2.1.3 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

(a) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and

(b) in relation to any employee who is not a Transferring Former Supplier Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier and/or any Notified Sub-Contractor as appropriate, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations in respect of the period to (but excluding) the Relevant Transfer Date;

2.1.4 a failure of the Former Supplier to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period to (but excluding) the Relevant Transfer Date;

2.1.5 any claim made by or in respect of any person employed or formerly employed by the Former Supplier other than a Transferring Former Supplier Employee for whom it is alleged the Supplier and/or any Notified Sub-Contractor as appropriate may be liable by virtue of this Legal Services Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and

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2.1.6 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Former Supplier in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or any Sub-Contractor to comply with regulation 13(4) of the Employment Regulations.

2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-Contractor whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities:

2.2.1 arising out of the resignation of any Transferring Former Supplier Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier or any Sub-Contractor to occur in the period from (and including) the Relevant Transfer Date; or

2.2.2 arising from the failure by the Supplier and/or any Sub-Contractor to comply with its obligations under the Employment Regulations.

2.3 If any person who is not identified by the Customer as a Transferring Former Supplier Employee claims, or it is determined in relation to any person who is not identified by the Customer as a Transferring Former Supplier Employee, that his/her contract of employment has been transferred from a Former Supplier to the Supplier and/or any Notified Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:

2.3.1 the Supplier shall, or shall procure that the Notified Sub-Contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Customer and, where required by the Customer, to the Former Supplier; and

2.3.2 the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification by the Supplier and/or the Notified Sub-Contractor or take such other reasonable steps as the Former Supplier considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.

2.4 If an offer referred to in Paragraph 2.3.2 is accepted, or if the situation has otherwise been resolved by the Former Supplier and/or the Customer, the Supplier shall, or shall procure that the Notified Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.

2.5 If by the end of the 15 Working Day period specified in Paragraph 2.3.2:

2.5.1 no such offer of employment has been made;

2.5.2 such offer has been made but not accepted; or

2.5.3 the situation has not otherwise been resolved,

the Supplier and/or any Notified Sub-Contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

2.6 Subject to the Supplier and/or any Notified Sub-Contractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in Law, the Customer shall procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-Contractor (as appropriate) against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.5 provided that the Supplier takes, or shall procure that

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the Notified Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.7 The indemnity in Paragraph 2.6:

2.7.1 shall not apply to:

(a) any claim for:

(i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

(ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Supplier and/or any Sub-Contractor; or

(b) any claim that the termination of employment was unfair because the Supplier and/or Notified Sub-Contractor neglected to follow a fair dismissal procedure; and

2.7.2 shall apply only where the notification referred to in Paragraph 2.3.1 is made by the Supplier and/or any Notified Sub-Contractor (as appropriate) to the Customer and, if applicable, the Former Supplier, within 6 months of the Commencement Date.

2.8 If any such person as is described in Paragraph 2.3 is neither re-employed by the Former Supplier nor dismissed by the Supplier and/or any Notified Sub-Contractor within the time scales set out in Paragraph 2.5, such person shall be treated as having transferred to the Supplier or Notified Sub-Contractor and the Supplier shall, or shall procure that the Notified Sub-Contractor shall, comply with such obligations as may be imposed upon it under the Law.

3. SUPPLIER INDEMNITIES AND OBLIGATIONS

3.1 Subject to Paragraph 3.2, the Supplier shall indemnify the Customer and/or the Former Supplier against any Employee Liabilities arising from or as a result of:

3.1.1 any act or omission by the Supplier or any Sub-Contractor in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee whether occurring before, on or after the Relevant Transfer Date;

3.1.2 the breach or non-observance by the Supplier or any Sub-Contractor on or after the Relevant Transfer Date of:

(a) any collective agreement applicable to the Transferring Former Supplier Employee; and/or

(b) any custom or practice in respect of any Transferring Former Supplier Employees which the Supplier or any Sub-Contractor is contractually bound to honour;

3.1.3 any claim by any trade union or other body or person representing any Transferring Former Supplier Employees arising from or connected with any failure by the Supplier or a Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;

3.1.4 any proposal by the Supplier or a Sub-Contractor prior to the Relevant Transfer Date to make changes to the terms and conditions of employment or working

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conditions of any Transferring Former Supplier Employees to their material detriment on or after their transfer to the Supplier or a Sub-Contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Former Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;

3.1.5 any statement communicated to or action undertaken by the Supplier or a Sub-Contractor to, or in respect of, any Transferring Former Supplier Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Customer and/or the Former Supplier in writing;

3.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

(a) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and

(b) in relation to any employee who is not a Transferring Former Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier or a Sub-Contractor, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;

3.1.7 a failure of the Supplier or any Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period from (and including) the Relevant Transfer Date;

3.1.8 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Supplier or any Sub-Contractor in relation to obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Former Supplier's failure to comply with its obligations under regulation 13 of the Employment Regulations; and

3.1.9 a failure by the Supplier or any Sub-Contractor to comply with its obligations under Paragraph 2.8 above.

3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under the Employment Regulations.

3.3 The Supplier shall comply, and shall procure that each Sub-Contractor shall comply, with all its obligations under the Employment Regulations (including without limitation its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of all the

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Transferring Former Supplier Employees, on and from the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and any other sums due under the Admission Agreement which in any case are attributable in whole or in part to the period from (and including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Supplier and the Former Supplier.

4. INFORMATION

The Supplier shall, and shall procure that each Sub-Contractor shall, promptly provide to the Customer and/or at the Customer's direction, the Former Supplier, in writing such information as is necessary to enable the Customer and/or the Former Supplier to carry out their respective duties under regulation 13 of the Employment Regulations. Subject to Paragraph 6, the Customer shall procure that the Former Supplier shall promptly provide to the Supplier and each Notified Sub-Contractor in writing such information as is necessary to enable the Supplier and each Notified Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5. PRINCIPLES OF GOOD EMPLOYMENT PRACTICE

5.1 The Supplier shall, and shall procure that each Sub-Contractor shall, comply with any requirement notified to it by the Customer relating to pensions in respect of any Transferring Former Supplier Employee as set down in:

5.1.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;

5.1.2 HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999;

5.1.3 HM Treasury's guidance: "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or

5.1.4 the New Fair Deal.

5.2 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph 5.1 shall be agreed in accordance with Clause 4 (Variation and Extension).

6. PROCUREMENT OBLIGATIONS

Notwithstanding any other provisions of this Part B, where in this Part B the Customer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Customer's contract with the Former Supplier contains a contractual right in that regard which the Customer may enforce, or otherwise so that it requires only that the Customer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

7. PENSIONS

The Supplier shall, and shall procure that each Sub-Contractor shall, comply with the pensions provisions in the following Annex.

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ANNEX TO PART B: PENSIONS

1. PARTICIPATION

1.1 The Supplier undertakes to enter into the Admission Agreement.

1.2 The Supplier and the Customer:

1.2.1 undertake to do all such things and execute any documents (including the Admission Agreement) as may be required to enable the Supplier to participate in the Schemes in respect of the Fair Deal Employees;

1.2.2 agree that the arrangements under paragraph 1.1 of this Annex include the body responsible for the Schemes notifying the Customer if the Supplier breaches any obligations it has under the Admission Agreement;

1.2.3 agree, notwithstanding Paragraph 1.2.2 of this Annex, the Supplier shall notify the Customer in the event that it breaches any obligations it has under the Admission Agreement and when it intends to remedy such breaches; and

1.2.4 agree that the Customer may terminate this Legal Services Contract for Material Breach in the event that the Supplier breaches the Admission Agreement:

1.2.5 (a) and that breach is not capable of being remedied; or

1.2.6 (b) where such breach is capable of being remedied, the Supplier fails to remedy such breach within a reasonable time and in any event within 28 days of a notice from the Customer giving particulars of the breach and requiring the Supplier to remedy it.

1.3 The Supplier shall bear its own costs and all costs that the Customer reasonably incurs in connection with the negotiation, preparation and execution of documents to facilitate the Supplier participating in the Schemes including without limitation current civil service pensions administrator on-boarding costs.

2. FUTURE SERVICE BENEFITS

2.1 If the Supplier is rejoining the Schemes for the first time, the Supplier shall procure that the Fair Deal Employees shall be either admitted to or offered continued membership of the relevant section of the Schemes that they became eligible to join on the Relevant Transfer Date and shall continue to accrue or accrue benefits in accordance with the provisions governing the relevant section of the Schemes for service from (and including) the Relevant Transfer Date.

2.2 If staff have already been readmitted to the Schemes, the Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the Schemes that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date and the Supplier shall procure that the Fair Deal Employees continue to accrue benefits in accordance with the provisions governing the relevant section of the Schemes for service from (and including) the Relevant Transfer Date.

2.3 The Supplier undertakes that should it cease to participate in the Schemes for whatever reason at a time when it has Eligible Employees, that it will, at no extra cost to the Customer, provide to any Fair Deal Employee who immediately prior to such cessation remained an Eligible Employee with access to an occupational pension scheme certified by the Government Actuary's Department or any actuary nominated by the Customer in accordance with relevant guidance produced by the Government Actuary's Department as providing benefits which are broadly comparable to those provided by the Schemes on the date the Eligible Employees ceased to participate in the Schemes.

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2.4 The Parties acknowledge that the Civil Service Compensation Scheme and the Civil Service Injury Benefit Scheme (established pursuant to section 1 of the Superannuation Act 1972) are not covered by the protection of New Fair Deal.

3. FUNDING

3.1 The Supplier undertakes to pay to the Schemes all such amounts as are due under the Admission Agreement and shall deduct and pay to the Schemes such employee contributions as are required by the Schemes.

3.2 The Supplier shall indemnify and keep indemnified the Customer on demand against any claim by, payment to, or loss incurred by the Schemes in respect of the failure to account to the Schemes for payments received and the non-payment or the late payment of any sum payable by the Supplier to or in respect of the Schemes.

4. PROVISION OF INFORMATION

4.1 The Supplier and the Customer respectively undertake to each other:

4.2 to provide all information which the other Party may reasonably request concerning matters (i) referred to in this Annex and (ii) set out in the Admission Agreement, and to supply the information as expeditiously as possible; and

4.3 not to issue any announcements to the Fair Deal Employees prior to the Relevant Transfer Date concerning the matters stated in this Annex without the consent in writing of the other Party (not to be unreasonably withheld or delayed).

5. INDEMNITY

The Supplier undertakes to the Customer to indemnify and keep indemnified the Customer on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards the Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which relate to the payment of benefits under and/or participation in an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Schemes.

6. EMPLOYER OBLIGATION

The Supplier shall comply with the requirements of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff.

7. SUBSEQUENT TRANSFERS

The Supplier shall:

7.1 not adversely affect pension rights accrued by any Fair Deal Employee in the period ending on the Service Transfer Date;

7.2 provide all such co-operation and assistance as the Schemes and the Replacement Supplier and/or the Customer may reasonably require to enable the Replacement Supplier to participate in the Schemes in respect of any Eligible Employee and to give effect to any transfer of accrued rights required as part of participation under the New Fair Deal; and

7.3 for the applicable period either

7.3.1 after notice (for whatever reason) is given, in accordance with the other provisions of this Legal Services Contract, to terminate the Admission Agreement or any part of the Ordered Panel Services; or

7.3.2 after the date which is two (2) years prior to the date of expiry of this Legal Services Contract,

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ensure that no change is made to pension, retirement and death benefits provided for or in respect of any person who will transfer to the Replacement Supplier or the Customer, no category of earnings which were not previously pensionable are made pensionable and the contributions (if any) payable by such employees are not reduced without (in any case) the prior approval of the Customer (such approval not to be unreasonably withheld). Save that this sub-paragraph shall not apply to any change made as a consequence of participation in an Admission Agreement.

8. BULK TRANSFER

8.1 Where the Supplier has set up a broadly comparable pension scheme in accordance with the provisions of paragraph 2.2 above of this Annex, the Supplier agrees to:

8.1.1 fully fund any such broadly comparable pension scheme in accordance with the funding requirements set by that broadly comparable pension scheme's actuary or by the Government Actuary's Department;

8.1.2 instruct any such broadly comparable pension scheme's actuary to, and to provide all such co-operation and assistance in respect of any such broadly comparable pension scheme as the Replacement Supplier and/or the Customer may reasonably require, to enable the Replacement Supplier to participate in the Schemes in respect of any Fair Deal Employee that remain eligible for New Fair Deal protection following a Service Transfer;

8.1.3 allow, in respect of any Fair Deal Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such broadly comparable pension scheme into the Schemes on a day for day service basis and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal, for the avoidance of doubt should the amount offered by the broadly comparable pension scheme be less than the amount required by the Schemes to fund day for day service ("the Shortfall"), the Supplier agrees to pay the Shortfall to the Schemes; and

8.1.4 indemnify the Customer on demand for any failure to pay the Shortfall as required under Paragraph 8.1.3 above.

PART C

NO TRANSFER OF EMPLOYEES AT COMMENCEMENT OF ORDERED PANEL SERVICES

1. PROCEDURE IN THE EVENT OF TRANSFER

1.1 The Customer and the Supplier agree that the commencement of the provision of the Ordered Panel Services or of any part of the Ordered Panel Services will not be a Relevant Transfer in relation to any employees of the Customer and/or any Former Supplier.

1.2 If any employee of the Customer and/or a Former Supplier claims, or it is determined in relation to any employee of the Customer and/or a Former Supplier, that his/her contract of employment has been transferred from the Customer and/or the Former Supplier to the Supplier and/or any Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:

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1.2.1 the Supplier shall, and shall procure that the relevant Sub-Contractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the Customer and, where required by the Customer, give notice to the Former Supplier; and

1.2.2 the Customer and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within fifteen (15) Working Days of the notification by the Supplier or the Sub-Contractor (as appropriate) or take such other reasonable steps as the Customer or Former Supplier (as the case may be) considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.

1.3 If an offer referred to in Paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by the Customer and/or the Former Supplier), the Supplier shall, or shall procure that the Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.

1.4 If by the end of the fifteen (15) Working Day period specified in Paragraph 1.2.2:

1.4.1 no such offer of employment has been made;

1.4.2 such offer has been made but not accepted; or

1.4.3 the situation has not otherwise been resolved,

the Supplier and/or the Sub-Contractor may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.

2. INDEMNITIES

2.1 Subject to the Supplier and/or the relevant Sub-Contractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 2.4, the Customer shall:

2.1.1 indemnify the Supplier and/or the relevant Sub-Contractor against all Employee Liabilities arising out of the termination of the employment of any employees of the Customer referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the Notified Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities; and

2.1.2 subject to paragraph 3, procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-Contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the relevant Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.2 If any such person as is described in Paragraph 1.2 is neither re-employed by the Customer and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Sub-Contractor within the fifteen (15) Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the Sub-Contractor (as appropriate) and the Supplier shall, or shall procure that the Sub-Contractor shall, comply with such obligations as may be imposed upon it under Law.

2.3 Where any person remains employed by the Supplier and/or any Sub-Contractor pursuant to Paragraph 2.2, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Sub-Contractor and the Supplier shall indemnify the Customer and any Former Supplier, and shall procure that the Sub-Contractor shall indemnify the Customer and any Former Supplier, against any Employee Liabilities that

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either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-Contractor.

2.4 The indemnities in Paragraph 2.1:

2.4.1 shall not apply to:

(a) any claim for:

(i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

(ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Supplier and/or any Sub-Contractor; or

(b) any claim that the termination of employment was unfair because the Supplier and/or any Sub-Contractor neglected to follow a fair dismissal procedure; and

2.4.2 shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Supplier and/or any Sub-Contractor to the Customer and, if applicable, Former Supplier within 6 months of the Commencement Date.

3. PROCUREMENT OBLIGATIONS

Where in this Part C the Customer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Customer's contract with the Former Supplier contains a contractual right in that regard which the Customer may enforce, or otherwise so that it requires only that the Customer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

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PART D

EMPLOYMENT EXIT PROVISIONS

1. PRE-SERVICE TRANSFER OBLIGATIONS

1.1 The Supplier agrees that within twenty (20) Working Days of the earliest of:

1.1.1 receipt of a notification from the Customer of a Service Transfer or intended Service Transfer;

1.1.2 receipt of the giving of notice of early termination or any Partial Termination of this Legal Services Contract;

1.1.3 the date which is twelve (12) Months before the end of the Term; and

1.1.4 receipt of a written request of the Customer at any time (provided that the Customer shall only be entitled to make one such request in any six (6) Month period),

it shall provide in a suitably anonymised format so as to comply with the DPA, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Customer.

1.2 At least thirty (30) Working Days prior to the Service Transfer Date, the Supplier shall provide to the Customer or at the direction of the Customer to any Replacement Supplier and/or any Replacement Sub-Contractor:

1.2.1 the Supplier's Final Supplier Personnel List, which shall identify which of the Supplier Personnel are Transferring Supplier Employees; and

1.2.2 the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).

1.3 The Customer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-Contractor.

1.4 The Supplier warrants, for the benefit of the Customer, any Replacement Supplier, and any Replacement Sub-Contractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.

1.5 From the date of the earliest event referred to in Paragraph 1.1, the Supplier agrees, that it shall not, and agrees to procure that each Sub-Contractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Customer (not to be unreasonably withheld or delayed):

1.5.1 replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces;

1.5.2 make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Personnel (including any payments connected with the termination of employment);

1.5.3 increase the proportion of working time spent on the Ordered Panel Services (or the relevant part of the Ordered Panel Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;

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1.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;

1.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Ordered Panel Services (or the relevant part of the Ordered Panel Services); or

1.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process,

and shall promptly notify, and procure that each Sub-Contractor shall promptly notify, the Customer or, at the direction of the Customer, any Replacement Supplier and any Replacement Sub-Contractor of any notice to terminate employment given by the Supplier or relevant Sub-Contractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.

1.6 During the Term, the Supplier shall provide, and shall procure that each Sub-Contractor shall provide, to the Customer any information the Customer may reasonably require relating to the manner in which Ordered Panel Services are organised, which shall include:

1.6.1 the numbers of employees engaged in providing the Ordered Panel Services;

1.6.2 the percentage of time spent by each employee engaged in providing the Ordered Panel Services;

1.6.3 the extent to which each employee qualifies for membership of any of the Schemes or any broadly comparable scheme set up pursuant to the provisions of paragraph 2.2 of the Annex (Pensions) to Part A of this Contract Schedule 3 or paragraph 2.3 of the Annex (Pensions) to Part B of this Contract Schedule 3 (as appropriate); and

1.6.4 a description of the nature of the work undertaken by each employee by location.

1.7 The Supplier shall provide, and shall procure that each Sub-Contractor shall provide, all reasonable cooperation and assistance to the Customer, any Replacement Supplier and/or any Replacement Sub-Contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within five (5) Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Sub-Contractor shall provide, to the Customer or, at the direction of the Customer, to any Replacement Supplier and/or any Replacement Sub-Contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:

1.7.1 the most recent month's copy pay slip data;

1.7.2 details of cumulative pay for tax and pension purposes;

1.7.3 details of cumulative tax paid;

1.7.4 tax code;

1.7.5 details of any voluntary deductions from pay; and

1.7.6 bank/building society account details for payroll purposes.

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2. EMPLOYMENT REGULATIONS EXIT PROVISIONS

2.1 The Customer and the Supplier acknowledge that subsequent to the commencement of the provision of the Ordered Panel Services, the identity of the provider of the Ordered Panel Services (or any part of the Ordered Panel Services) may change (whether as a result of termination or Partial Termination of this Contract or otherwise) resulting in the Ordered Panel Services being undertaken by a Replacement Supplier and/or a Replacement Sub-Contractor. Such change in the identity of the Supplier of such Ordered Panel Services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Customer and the Supplier further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-Contractor (as the case may be) and each such Transferring Supplier Employee.

2.2 The Supplier shall, and shall procure that each Sub-Contractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (but not including) the Service Transfer Date and shall perform and discharge, and procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Sub-Contractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Sub-Contractor.

2.3 Subject to Paragraph 2.4, where a Relevant Transfer occurs the Supplier shall indemnify the Customer and/or the Replacement Supplier and/or any Replacement Sub-Contractor against any Employee Liabilities arising from or as a result of:

2.3.1 any act or omission of the Supplier or any Sub-Contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date;

2.3.2 the breach or non-observance by the Supplier or any Sub-Contractor occurring on or before the Service Transfer Date of:

(a) any collective agreement applicable to the Transferring Supplier Employees; and/or

(b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Sub-Contractor is contractually bound to honour;

2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;

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2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

(a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and

(b) in relation to any employee who is not identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Customer and/or Replacement Supplier and/or any Replacement Sub-Contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;

2.3.5 a failure of the Supplier or any Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);

2.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Sub-Contractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List for whom it is alleged the Customer and/or the Replacement Supplier and/or any Replacement Sub-Contractor may be liable by virtue of this Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and

2.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Sub-Contractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Customer and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.

2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-Contractor whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:

2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Sub-Contractor to occur in the period on or after the Service Transfer Date; or

2.4.2 arising from the Replacement Supplier's failure, and/or Replacement Sub-Contractor's failure, to comply with its obligations under the Employment Regulations.

2.5 If any person who is not identified in the Supplier's Final Supplier Personnel List claims, or it is determined in relation to any person who is not identified in the Supplier's Final Supplier Personnel List that his/her contract of employment has been transferred from the Supplier or any Sub-Contractor to the Replacement Supplier and/or Replacement

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Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:

2.5.1 the Customer shall procure that the Replacement Supplier shall, or any Replacement Sub-Contractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the Supplier; and

2.5.2 the Supplier may offer (or may procure that a Sub-Contractor may offer) employment to such person within fifteen (15) Working Days of the notification by the Replacement Supplier and/or any and/or Replacement Sub-Contractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.

2.6 If such offer is accepted, or if the situation has otherwise been resolved by the Supplier or a Sub-Contractor, the Customer shall procure that the Replacement Supplier shall, or procure that the Replacement Sub-Contractor shall, immediately release or procure the release of the person from his/her employment or alleged employment.

2.7 If after the fifteen (15) Working Day period specified in Paragraph 2.5.2 has elapsed:

2.7.1 no such offer of employment has been made;

2.7.2 such offer has been made but not accepted; or

2.7.3 the situation has not otherwise been resolved

the Replacement Supplier and/or Replacement Sub-Contractor, as appropriate may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.

2.8 Subject to the Replacement Supplier and/or Replacement Sub-Contractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7, and in accordance with all applicable proper employment procedures set out in applicable Law, the Supplier shall indemnify the Replacement Supplier and/or Replacement Sub-Contractor against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.9 The indemnity in Paragraph 2.8:

2.9.1 shall not apply to:

(a) any claim for:

(i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

(ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Sub-Contractor; or

(b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-Contractor neglected to follow a fair dismissal procedure; and

2.9.2 shall apply only where the notification referred to in Paragraph 2.5.1 is made by the Replacement Supplier and/or Replacement Sub-Contractor to the Supplier within six (6) Months of the Service Transfer Date.

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2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Sub-Contractor nor dismissed by the Replacement Supplier and/or Replacement Sub-Contractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee.

2.11 The Supplier shall comply, and shall procure that each Sub-Contractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Personnel List before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

2.11.1 the Supplier and/or any Sub-Contractor; and

2.11.2 the Replacement Supplier and/or the Replacement Sub-Contractor.

2.12 The Supplier shall, and shall procure that each Sub-Contractor shall, promptly provide to the Customer and any Replacement Supplier and/or Replacement Sub-Contractor, in writing such information as is necessary to enable the Customer, the Replacement Supplier and/or Replacement Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Customer shall procure that the Replacement Supplier and/or Replacement Sub-Contractor, shall promptly provide to the Supplier and each Sub-Contractor in writing such information as is necessary to enable the Supplier and each Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

2.13 Subject to Paragraph 2.14, where a Relevant Transfer occurs the Customer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-Contractor and its sub-contractors against any Employee Liabilities arising from or as a result of:

2.13.1 any act or omission of the Replacement Supplier and/or Replacement Sub-Contractor in respect of any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee;

2.13.2 the breach or non-observance by the Replacement Supplier and/or Replacement Sub-Contractor on or after the Service Transfer Date of:

(a) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or

(b) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Replacement Supplier and/or Replacement Sub-Contractor is contractually bound to honour;

2.13.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List arising from or connected with any failure by the Replacement Supplier and/or Replacement Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;

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2.13.4 any proposal by the Replacement Supplier and/or Replacement Sub-Contractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Replacement Supplier or Replacement Sub-Contractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Personnel List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;

2.13.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Sub-Contractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;

2.13.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

(a) in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and

(b) in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Sub-Contractor, to the Replacement Supplier or Replacement Sub-Contractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;

2.13.7 a failure of the Replacement Supplier or Replacement Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List in respect of the period from (and including) the Service Transfer Date; and

2.13.8 any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Sub-Contractor in relation to obligations under regulation 13 of the Employment Regulations.

2.14 The indemnities in Paragraph 2.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-Contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub-Contractor (as applicable) to comply with its obligations under the Employment Regulations.

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ANNEX TO SCHEDULE 3: LIST OF NOTIFIED SUB-CONTRACTORS

Contract reference	Project_41				
	Steptoe and Johnson, & Gary Horlick	**Sidley Austin**	**Harris, Wiltshire & Grannis**	**Fragomen**	**Fish & Richardson**
Is the sub-contractor a Small Medium Sized Enterprise (SME)	No	No	No	No	No
Percentage of work being delivered by sub-contractor	20%	16%	2%	2%	2%
The key contract deliverables each sub-contractor will be responsible for	Commissions related to: Negotiations and implementation of FTAs in the US; Goods; Rules of Origin; Textiles and Apparel; Trade Remedies; Technical Barriers to Trade; Government procurement; Cross-Border Trade in Services; State-owned Enterprises; Small and Medium-sized Enterprises; and Disputes.	Commissions related to: Negotiations and implementation of FTAs in the US; Agriculture; Customs Administration and Trade Facilitation; Sanitary and Phytosanitary Measures; Investment; Financial Services; Digital Trade; and Environment.	Commissions related to: Telecommunications.	Commissions related to: Immigration and Labour.	Commissions related to: Intellectual Property.
Any other information	The percentage of work has been estimated by assigning 2% to each traditional area of an FTA outlined in the tender documentation. These percentages may change depending on the types of Commissions issued by DIT under the contract.				

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CONTRACT SCHEDULE 4: TRANSPARENCY REPORTS

1. GENERAL

1.1 Within three (3) Months from the Commencement Date or the date so specified by the Customer in the Order Form the Supplier shall provide to the Customer for Approval (the Customer's decision to approve or not shall not be unreasonably withheld or delayed) draft Transparency Reports consistent with the content and format requirements in Annex 1 below.

1.2 If the Customer rejects any proposed Transparency Report, the Supplier shall submit a revised version of the relevant report for further Approval by the Customer within five (5) calendar days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Customer. If the Parties fail to agree on a draft Transparency Report the Customer shall determine what should be included.

1.3 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Customer at the frequency referred to in Annex 1 of this Contract Schedule 4 below.

1.4 Any disagreement in connection with the preparation and/or approval of Transparency Reports, other than under paragraph 1.2 above in relation to the contents of a Transparency Report, shall be treated as a dispute.

1.5 The requirements in this Contract Schedule 4 are in addition to any other reporting requirements in this Legal Services Contract.

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ANNEX 1: LIST OF TRANSPARENCY REPORTS

TITLE	CONTENT	FORMAT	FREQUENCY
[Performance]	[ ]	[ ]	[ ]
[Charges]	[ ]	[ ]	[ ]
[Key Sub-Contractors]	[ ]	[ ]	[ ]
[Technical]	[ ]	[ ]	[ ]
[Performance management]	[ ]	[ ]	[ ]

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CONTRACT SCHEDULE 5: KEY PERFORMANCE INDICATORS AND CONTRACT GOVERNANCE

1.7 Key Performance Indicators (KPIs) are listed below. They will be monitored at the quarterly review meetings specified in the contract governance table below.

1.8 During live-running of the contract the KPIs may need to be varied to factor in practical realities of UK/US Free Trade Agreement negotiations when these are known. A contract variation will be issued to the Supplier with amended KPIs if this is required. In exceptional circumstances, the Customer may waive the requirement to comply with certain KPIs at its sole discretion. For example, the requirement to provide quotes on Urgent Commissions.

Key Performance Indicators					
	Metric	KPI	How will the KPI be measured?	KPI not met	KPI met
Delivery and Support	Acknowledgement of Commission receipt	Response time to initial commission within 1 working hour* of receipt of Commissioning Template	DIT Contract Manager will review response times for each Commission	Less than 90% of commissions responded to within agreed time of 1 hour	At least 90% of commissions responded to within agreed time of 1 hour
	Commission response time – Urgent Commission	Response to Commission including costing within 2 working hours of confirmed Commission receipt, for urgent questions.	Recorded on Commissioning Template. Supplier to report on performance quarterly	Less than 90% of responses received within 2 working hours of confirmed Commission receipt.	At least 90% of responses received within 2 working hours of confirmed Commission receipt.
	Commission response time – Non-urgent Commission	Response to Commission including costing within 48 hours of confirmed Commission receipt for non-urgent questions	Recorded on the Commissioning Template. Supplier to report on performance quarterly	Less than 90% of costing responses received within agreed time set out.	At least 90% of costing responses received within agreed time.

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	Delivery of advice for Non-urgent Commissions	Delivery of advice for Non-urgent Commissions	Recorded on the Commissioning Template. Supplier to report on performance quarterly	Less than 100% advice received after agreed timescale.	100% advice received within agreed timescale
	Delivery of advice for Urgent Commissions	Delivery of advice for Urgent Commissions	Recorded on the Commissioning Template. Supplier to report on performance quarterly	Less than 100% advice received after agreed timescale (usually 24 hours since instruction)	100% advice received within agreed timescale (usually 24 hours from instruction.)
Contract Management	Timeliness of invoices	Invoices to be received by DIT 5 working days from end of month the Commission was completed	Recorded by the DIT Contract Manager	Less than 90% of invoices received within 5 working days of the end of the month the Commission was completed.	90% of invoices received within 5 working days of the end of the month the Commission was completed.
Cost	Value for Money	Advice provided using the right personnel for the minimum time required. Accuracy in estimating costs at the initial Response to Commission in comparison to when the work has been completed.	Recorded on the Commissioning Template. Supplier to report on performance quarterly	Variance in cost estimates and actual costs submitted greater than 10% DIT has to regularly renegotiate cost estimates provided before agreeing work can commence on the Commission. DIT regularly has to renegotiate the selection of personnel to deliver Commissions in relation to the Supplier's response to the tender.	Variance in cost estimates and actual costs submitted lower than 10% DIT is able to accept cost estimates without renegotiating. Personnel proposed to deliver the Commission have the appropriate expertise as evidenced by the Supplier's response to the tender.

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24.3 Quality of Service	Quality of advice	Thoroughness of research, clarity of written work alongside clear and frequent communications methods.	An assessment will be made at each fortnightly call, and concerns raised by the DIT Contract Manager if quality is poor.	Firms do not engage well. Lead members are often not available to communicate (email or phone) Firms/leads do not make an effort to try and re-schedule if they cannot communicate at times provided. Unable to take on feedback and work into the support delivery. Analysis is not well presented, and/or not fully developed, and hasn't into account our particular requirements (as assessed by our DIT leads).	Firms engage well, lead members are available to communicate (email or phone) at set times. Make every effort to try and re-schedule if they cannot communicate at times provided. Firms are able to take on feedback and work into the support delivery. Analysis is presented very well, meets requirements and is suitably tailored in its approach. It will have robust cases or evidence to support it (assessed by DIT leads).

*Expected working hours are 9am-5.30pm (GMT), but are subject to change with advance notice from the Customer. The US/UK Trade Policy Team expect to be working in US time zones every 12 weeks. The Customer will provide the Supplier as much notice as possible of this.

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Contract Management and Governance			
Meeting/report	**Content**	**Frequency**	**Format**
Kick-off session	Scope and define parameters of work and time for Q/A	Initial meeting at start before work commences	Teleconference or video
Phone call	Review of work to date + time for Q/A with DIT lawyers and internal project lead	Will be specified in the commission	Teleconference
Meeting	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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Appendix B

Private & Confidential

Oliver Griffiths
Department for International Trade
3 Whitehall Place
SW1A 2AW

Addressees Only 29 October 2020

Legal services requested by the UK Government Department for International Trade

1 Background

1.1 We refer to the Agreement between Linklaters LLP and the Department for International Trade ("**HMG**") 14/02/2020 (the "**Agreement**") relating to the Legal services in preparation for possible future trade negotiations between the UK Government and the United States of America (the "**Matter**"). Unless stated to the contrary, capitalised terms defined in the Agreement shall have the same meaning in this letter.

1.2 Pursuant to the terms of the Agreement it is acknowledged by HMG that Linklaters have engaged Sidley Austin LLP (the "**Approved Subcontractor**") as an Approved Sub-Contractor in connection with the Ordered Panel Services. The terms of the Approved Subcontractor's appointment as a sub-contractor of Linklaters and its scope of services are set out in a letter dated 29/10/2020 between the Approved Subcontractor and Linklaters ("**Appointment Terms**").

1.3 Under the Appointment Terms the Approved Subcontractor acknowledges and agrees to comply with certain terms of the Agreement and agrees, in respect of its performance of the Ordered Panel Services in relation to the Matter, to comply with the relevant obligations imposed on Linklaters under the Agreement as if the references to the "Supplier" under the Agreement are references to the Approved Subcontractor (except where terms of the Agreement are inconsistent with U.S. law or ethics rules applicable to U.S. attorneys).

2 Responsibility for the Ordered Panel Services

2.1 The Approved Subcontractor acknowledges that, notwithstanding the fact that it is appointed as a sub-contractor to Linklaters, its work and performance of the Ordered Panel Services are provided for the benefit of, and will be relied on by, HMG and the Approved Subcontractor therefore owes a duty of care to HMG and the Approved Subcontractor shall be liable to HMG in respect of any breach or negligence by the Approved Subcontractor.

2.2 The Approved Subcontractor accepts responsibility for the work of each member of its staff and all contractors or agents engaged by the Approved Subcontractor ("**Personnel**") in connection with the Matter and the Approved Subcontractor shall procure the Personnel's compliance with all conditions of the Agreement.

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3 Liability

3.1 The Approved Subcontractor acknowledges the terms of clause 7 (*Liability and Insurance*) of the Terms and Conditions to the Agreement (as modified by the Order Form at Clause 4.1) and agrees that the terms set out in that clause (as modified by the Order Form to limit, to the extent permissible under applicable laws, regulations or rules, the aggregate liability of the Supplier to all persons to £10 million per claim in respect of losses howsoever arising out of or in connection with the Ordered Panel Services) shall apply to the Approved Subcontractor as if references in that clause to the "Supplier" are references to the Approved Subcontractor.

4 Conflicts

4.1 This engagement does not create an exclusive relationship; HMG is free to retain other counsel of HMG's choosing for any matter. Correspondingly, the Approved Subcontractor has numerous clients (collectively, the "**Other Clients**") that rely upon the Approved Subcontractor for general representation. In particular, the Approved Subcontractor has longstanding relationships with many clients engaged in electronic payments; telecommunications and digital trade; life sciences and pharmaceuticals; and other sectors, and provides advice to such clients in connection with international trade and investment and other matters. The Approved Subcontractor has represented, and may be currently representing, one or more of these clients in connection with many aspects of their businesses including, without limitation, matters related to free trade agreements, international investment agreements, and other trade agreements. As a result, without advance conflicts waivers from the Approved Subcontractor clients, conflicts of interest could arise that could deprive either HMG or other Approved Subcontractor clients of the right to select the Approved Subcontractor as counsel.

4.2 In light of the foregoing:

4.2.1 **General**: Other current or future clients, may ask the Approved Subcontractor to represent them in matters such as litigation, business transactions, investigations, regulatory, insolvency, restructuring or other matters that are adverse to HMG and may negatively impact HMG's interests. If the Approved Subcontractor is not representing HMG in such a matter, and the matter in which HMG and an Other Client have adverse interests is not substantially related to the Approved Subcontractor's current or past representation of HMG and does not involve the Approved Subcontractor's unauthorised use of confidential information HMG has provided to the Approved Subcontractor, HMG agrees that the Approved Subcontractor may represent such Other Client, HMG waives any conflict of interest arising from such representation, and HMG agrees that it will not seek to disqualify or otherwise prevent the Approved Subcontractor from representing such Other Client. On the other hand, HMG may ask the Approved Subcontractor to represent HMG in a matter adverse to an Other Client in which the Approved Subcontractor is not representing the Other Client. In such circumstances, HMG agrees that the Approved Subcontractor represents HMG adverse to the Other Client and waive any conflict of interest arising from the Approved Subcontractor's unrelated representation of the Other Client and HMG agrees that it will not seek to disqualify or otherwise prevent the Approved Subcontractor from representing such Other Client. HMG acknowledges that it has had an opportunity to consult with other counsel (in-house or otherwise) and to raise any questions it may have with the Approved Subcontractor before agreeing to this waiver. Without prejudice to the generality of the foregoing, including but not limited to the foregoing provisions regarding the use of confidential information:

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1. Representation on International Trade and Investment Matters Not Directly Related to the U.S.-UK Free Trade Agreement: Acceptance by the Approved Subcontractor of instruction from private parties or governments in relation to any trade agreement or trade agreement negotiations, other than the U.S.-UK free trade agreement, shall not be a Conflict of Interest provided that the specific individuals that are working on the matter that is the subject of the current engagement are screened from providing advice in connection with agriculture, customs administration and trade facilitation, sanitary and phytosanitary measures, investment, financial services (other than electronic payment services), or the environment to governments that are engaged in free trade negotiations with the UK.

2. Representation on Matters Related to the U.S.-UK Free Trade Agreement: This agreement shall not preclude the Approved Subcontractor from representing U.S. electronic payments companies ([redacted]), U.S. pharmaceutical or life science companies, U.S. telecommunications companies ([redacted] or other private parties on any matters related to the negotiation or application of the U.S.-UK free trade agreement, provided that: (a) such matters do not pertain to the negotiation of the following matters in connection with the potential UK-U.S. free trade agreement: agriculture, customs administration and trade facilitation, sanitary and phytosanitary measures, investment, financial services (other than electronic payment services), or the environment; and (b) the specific individuals that are working on the matter that is the subject of this engagement in connection with the agriculture, customs administration and trade facilitation, sanitary and phytosanitary measures, investment, financial services (other than electronic payment services), and environment provisions of the UK-U.S. free trade agreement negotiations shall be screened from matters connected to the negotiation or application of the UK-U.S. free trade agreement involving Other Clients that are adverse to the UK. Such representations shall not be a Conflict of Interest.

   The Approved Subcontractor may represent parties other than the United States Government in connection with any future dispute under any US-UK Free Trade Agreement, provided that: (a) those disputes do not pertain to the provisions in the US-UK free trade agreement that pertain to agriculture, customs administration and trade facilitation, sanitary and phytosanitary measures, investment, financial services (other than electronic payment services), and the environment; and (b) the specific individuals that are working on the matter that is the subject of the current engagement are screened from matters connected to such disputes involving Other Clients that are adverse to the UK. Such representations shall not be a Conflict of Interest. This waiver does not encompass representation of the United States Government in a future dispute under any US-UK Free Trade Agreement.

5 General

5.1 If a dispute arises between HMG and the Approved Subcontractor, and it cannot be resolved to both parties' satisfaction, HMG and the Approved Subcontractor shall each nominate a senior executive to attempt in good faith to resolve the dispute through teleconference discussions. The teleconference will be held reasonably promptly at the request of either of HMG or the Approved Subcontractor.

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5.2 This letter and any non-contractual obligations arising out of or in connection with it shall be governed by English law. The parties irrevocably agree that the courts of England are to have exclusive jurisdiction to settle any disputes (including non-contractual disputes) which may arise out of or in connection with this letter and that accordingly any proceedings arising out of or in connection with this Agreement shall be brought in such courts. Each of the parties irrevocably submits to the jurisdiction of such courts and waives any objection to proceedings in any such court on the ground of venue or on the ground that proceedings have been brought in an inconvenient forum.

Agreed and accepted for and on behalf of the Approved Subcontractor

By: _____
Name: James E. Mendenhall
Title: Partner
Date: 29 October 2020

Agreed and accepted for and on behalf of the Secretary of State for International Trade

By: _____
Name:
Title:
Date:

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Appendix C

Key Performance Indicators

Key Performance Indicators					
	Metric	KPI	How will the KPI be measured?	KPI not met	KPI met
Delivery and Support	Acknowledgement of Commission receipt	Response time to initial commission within 1 working hour of receipt of Commissioning Template	DIT Contract Manager will review response times for each Commission	Less than 90% of commissions responded to within agreed time of 1 hour	At least 90% of commissions responded to within agreed time of 1 hour
	Commission response time – Urgent Commission	Response to Commission including costing within 2 working hours of confirmed Commission receipt, for urgent questions.	Recorded on Commissioning Template. Supplier to report on performance quarterly	Less than 90% of responses received within 2 working hours of confirmed Commission receipt.	At least 90% of responses received within 2 working hours of confirmed Commission receipt.
	Commission response time – Non-urgent Commission	Response to Commission including costing within 48 hours of confirmed Commission receipt for non-urgent questions	Recorded on the Commissioning Template. Supplier to report on performance quarterly	Less than 90% of costing responses received within agreed time set out.	At least 90% of costing responses received within agreed time.
	Delivery of advice for Non-urgent Commissions	Delivery of advice for Non-urgent Commissions	Recorded on the Commissioning Template.	Less than 100% advice received after agreed timescale.	100% advice received within agreed timescale

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			Supplier to report on performance quarterly		
	Delivery of advice for Urgent Commissions	Delivery of advice for Urgent Commissions	Recorded on the Commissioning Template. Supplier to report on performance quarterly	Less than 100% advice received after agreed timescale (usually 24 hours since instruction)	100% advice received within agreed timescale (usually 24 hours from instruction.)
Contract Management	Timeliness of invoices	Invoices to be received by DIT 5 working days from end of month the Commission was completed	Recorded by the DIT Contract Manager	Less than 90% of invoices received within 5 working days of the end of the month the Commission was completed.	90% of invoices received within 5 working days of the end of the month the Commission was completed.
Cost	Value for Money	Advice provided using the right personnel for the minimum time required. Accuracy in estimating costs at the initial Response to Commission in comparison to when the work has been completed.	Recorded on the Commissioning Template. Supplier to report on performance quarterly	Variance in cost estimates and actual costs submitted greater than 10% DIT has to regularly renegotiate cost estimates provided before agreeing work can commence on the Commission. DIT regularly has to renegotiate the selection of personnel to deliver Commissions in relation to the Supplier's response to the tender.	Variance in cost estimates and actual costs submitted lower than 10% DIT is able to accept cost estimates without renegotiating. Personnel proposed to deliver the Commission have the appropriate expertise as evidenced by the Supplier's response to the tender.

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Quality of Service	Quality of advice	Thoroughness of research, clarity of written work alongside clear and frequent communications methods.	An assessment will be made at each fortnightly call, and concerns raised by the DIT Contract Manager if quality is poor.	Firms do not engage well. Lead members are often not available to communicate (email or phone) Firms/leads do not make an effort to try and re-schedule if they cannot communicate at times provided. Unable to take on feedback and work into the support delivery. Analysis is not well presented, and/or not fully developed, and hasn't into account our particular requirements (as assessed by our DIT leads).	Firms engage well, lead members are available to communicate (email or phone) at set times. Make every effort to try and re-schedule if they cannot communicate at times provided. Firms are able to take on feedback and work into the support delivery. Analysis is presented very well, meets requirements and is suitably tailored in its approach. It will have robust cases or evidence to support it (assessed by DIT leads).

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Appendix D

Flow chart of commissioning and acceptance process



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Linklaters LLP
One Si k Street
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Telephone (+44) 20 7456 2000
Facsimile (+44) 20 7456 2222
DX Box Number 10 CDE
Direct Line +44 20 7456 3182
charlotte.l.morgan@linklaters.com

James Mendenhall
Partner
Sidley Austin LLP
1501 K Street, NW #600
Washington, DC 20005
USA

11 November 2020

Dear James

RATES PAYABLE UNDER LEGAL SERVICES CONTRACT

We refer to the engagement letter between Linklaters LLP ("Linklaters") and Sidley Austin LLP ("Sidley") dated 29/10/2020 (the "Contract") for the subcontracting of legal services to the Department for International Trade.

Sidley agree to be bound by the Rates set out in Appendix 1 to this letter. Sidley shall use the Rates to calculate all costs arising under the Contract which are payable by Linklaters in accordance with the terms of the Contract.

This letter shall be governed by and interpreted in accordance with the Laws of England and Wales and Linklaters and Sidley agree to submit to the exclusive jurisdiction of the English courts any dispute that arises in connection with this letter.

Agreed and accepted by

Charlotte Morgan, Partner

On behalf of Linklaters LLP

Agreed and accepted by

Name: James E. Mendenhall

Role: Partner

On behalf of Sidley Austin LLP

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Annex 1: Rates

US Hourly Rate

Role Title	Hourly Rate (GBP)
[redacted]	[redacted]
[redacted]	[redacted]

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