**Call-Off Schedule 24 (Special Schedule)**

**RAIL LEGAL SERVICES CONTRACT**

Where the Services provided under a Call-Off Contract include Legal Services, the following provisions shall: -

**Definitions**

The following definitions shall be supplemental to those set out in Joint Schedule 1 (Definitions) with additions underlined and deletions struck-through as follows: -

**“Comparable Deliverables”** is the supply of any goods and/or services under an existing arrangement between the Supplier and Buyer referred to in Clause 2.11.

**The Core Terms shall be amended as follows where additional wording is underlined and deleted words struck-through: -**

**2. How the contract works**

2.11 Where the Supplier has an existing arrangement in place under the Rail Legal Services (reference number RM3756) with any Other Contracting Authority for the provision of a Comparable Deliverables prior to the Start Date, the Supplier shall refuse any new instructions under that existing arrangement that are not within the scope of the existing arrangements after the Call-Off Start Date.

2.12 When performing its obligations under this Contract the Supplier shall act consistently, applying principles of equal treatment and non-discrimination, with regard to requests for assistance from and dealing with each Buyer.

2.13 Under Framework Schedule 7 (Call-Off Award Procedure), where the Supplier is bidding to provide Deliverables in circumstances where it or its Affiliates are already providing Comparable Deliverables (or are due to provide Deliverables) to Other Contracting Authorities, the Supplier shall promptly provide all reasonable information and assistance to each Other Contracting Authority as may be required from time to time to enable it to:

(a) carry out appropriate due diligence regarding the Comparable Deliverables work that is to transfer and its effect on the Deliverables;

(b) effect a smooth transfer and/or interoperation (as the case may be) between Comparable Deliverables and Deliverables; and

(c) make a proper assessment as to the risk related to the transferring Comparable Deliverables work and/or Deliverables.

**3.1 All Deliverables**

3.1.3 The Supplier shall bring to the attention of the Buyer any conflict between:

(a) the Core Terms or Special Terms in a Contract;

(b) Call-Off Schedule 24 (Special Schedule); and/or

(c) any of the requirements in Clause 3.1.1;

and shall comply with the Buyer’s decision on the resolution of any such conflict.

**9. Intellectual Property Rights (IPRs)**

* 1. Subject to Clause 9.2, e~~E~~ach Party keeps ownership of its own Existing IPRs.

9.2 Unless otherwise provided in the Order Form:

1. Intellectual Property Rights in the output from the Deliverables shall vest in the Supplier who shall grant to the Buyer a non-exclusive, unlimited, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change, exploit and sub-license the same; and
2. the Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferrable worldwide licence to use, change and sub-licence Supplier’s Existing IPR to enable it to both:
3. receive and use the Deliverables; and

(ii) make use of the deliverables provided by a Replacement Supplier.

~~Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.~~

9.4 Neither Party has the right to use the other Party’s IPRs, including any use of the other Party’s names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing. However, nothing shall prevent a Buyer from using any techniques, ideas, Know-How which the Buyer has gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in the disclosure of the Supplier’s Confidential Information or an infringement of IPRs.

9.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all L~~l~~osses~~, damages, costs or expenses (including professional fees and fines)~~ incurred as a result.

9.6 If an IPR Claim is made: -

1. the Buyer shall notify the Supplier in writing of the IPR Claim and the Buyer shall not make any admissions which may be prejudicial to its defence or settlement. The Supplier shall at its own expense conduct all negotiations and any litigation arising out of or in connection with the IPR Claim provided always that the Supplier shall: -
2. consult CCS and the Buyer on all substantive issues which arise during the conduct of such litigation and negotiations;
3. take due and proper account of the interests of the CCS and the Buyer;
4. consider and defend the IPR Claim diligently using competent counsel and in such a way as not to bring the reputation of the Buyer into disrepute; and
5. not settle or compromise the IPR Claim without the prior written approval of the Buyer (not to be unreasonably withheld or delayed).
6. or anticipated the Supplier must at its own expense and the Buyer’s sole option, either:
7. obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR; or
8. replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the accuracy, completeness, reliability, functionality or performance of the Deliverables.

**11. How much you can be held responsible for**

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

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

11.13 No individual nor any service company of the Supplier employing that individual shall have any personal liability to the Buyer for the Deliverables supplied by that individual on behalf of the Supplier and the Buyer shall not bring any claim under the Contract against that individual or such service company in respect of the Contract save in the case of Fraud or any liability for death or personal injury. Nothing in this Clause 11.13 shall in any way limit the liability of the Supplier in respect of the Deliverables, and such liability shall be uncapped unless otherwise specified in the Order Form.

**34 Resolving Disputes**

**Complaint Handling**

34.8 If a Complaint is made by any Buyer, either Party shall notify the other Party in writing of the Complaint which if not resolved by operation of the Supplier’s usual Complaint handling procedure within 5 Working Days of becoming aware of the Complaint and, if the Supplier is providing the written notice, such notice shall contain full details of the Supplier’s plans to resolve the Complaint.

34.9 Without prejudice to any:

1. rights and remedies that a complainant may have at Law (including under a Contract), and
2. obligation of the Supplier to take remedial action under the provisions of the Contract,

the Supplier shall use its best endeavours to resolve the Complaint within 10 Working Days and in so doing, shall deal with the Complaint fully, expeditiously and fairly.