**Framework Schedule 1 (Specification)**

This Schedule sets out what we and our Buyers want.

The Supplier must only provide the Deliverables that they have been appointed to.

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

The Deliverables and any Standards set out in the Schedule may be refined (to the extent permitted and set out in the Order Form) by a Buyer during a Further Competition Procedure and, to a limited extent, in the Statement of Work under a Call-Off Contract, to reflect its Deliverables requirements.

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## Definitions

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

“Authorised Buyer” a Buyer listed in the Authorised Buyer List;

“Authorised Buyer List” the list of Authorised Buyers set out in Appendix C;

“Climate Change Reports” the annual provision of the Supplier’s measures with regards to achieving the Climate Change Standards;

“Climate Change Standards” the obligations and standards set out at Appendix A (Fighting Climate Change) below;

“Gender Balance Threshold” the proportion of women who provide the aggregate of all services to any client of the Supplier (calculated by reference to actual hours billed) provided by teams which are relevant to the Core Specialisms under this Framework Contract in the twelve (12) Months prior to the Framework Start Date as set out in Part 3 (Social Value Threshold and Improvements) of Appendix B (Social Value Measures) below;

“Gender Balance Improvements” the percentage improvement for each Contract Year of the Framework Contract with respect to the proportion of women who provided the aggregate of all Services (calculated by reference to actual hours billed) in the delivery of Call-Off Contracts when compared to the Gender Balance Threshold, as set out in Part 3 (Social Value Thresholds and Improvements) of Appendix B (Social Value Measures) below;

“Health and Wellbeing Reports” the annual provision of the Supplier’s progress against its proposed measures to improve health and wellbeing as set out in Appendix B (Social Value Measures) Part 1 (Health and Wellbeing Measures) below, for the first Contract Year of this Framework Contract and as updated in the previous Health and Wellbeing Report for all subsequent Years, any proposed updates to its proposed measures to improve health and wellbeing for the coming Contract Year, together with whether it has achieved the Mental Health Standards;

“Core Specialisms“ the legal specialisms set out in Paragraph 6.5 which the Supplier must provide to a Buyer under the Call-Off Contract regarding the supply of legal advice and associated services as part of the Deliverables;

“Mandatory Services” those Services set out in Paragraphs 5 to 7 of this Schedule which the Supplier must provide the Buyer;

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

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

“Mental Health Standards”means the Core Standards and Enhanced Standards set out in the Thriving at work, the Stevenson / Farmer review of mental health and employers dated October 2017 (see: https://www.gov.uk/government/publications/thriving-at-work-a-review-of-mental-health-and-employers ) which include:

* the production and implementation of a mental health at work plan;
* the development and implementation of mental health awareness among employees;
* the encouragement of open conversations about mental health and the support available when employees are struggling;
* the provision to employees of good working conditions and ensure they have a healthy work life balance and opportunities for development;
* the promotion of effective people management through line managers and supervisors;
* the routine monitoring of employees mental health and wellbeing;
* increased transparency and accountability through internal and external reporting;
* demonstration of accountability;
* improvement of the disclosure process;
* ensuring provision of tailored in-house mental health support and signposting to clinical help;

“Non-Core Specialisms” the legal specialisms set out in Paragraph 6.9 which the Supplier must provide under a Call-Off Contract, where it has stated the capability to do so in Framework Schedule 2 (Framework Tender), in the context and support of rail related legal advice and services, regarding the supply of legal advice and associated services as part of the Deliverables;

“Rail Related Matter” a matter involving issues relating to the railway as defined in Section 67(1) of the Transport and Works Act 1992, for the avoidance of any doubt this does not include a tramway;

“Socio-Economic Deprivation” the relative disadvantage an individual or a social group experiences (including a group defined in geographical terms e.g. a community or a neighbourhood) in terms of access and control over economic, material or social resources and opportunities. This includes the measures set out in the Civil Service “Measuring Socio-economic Background in your Workforce: recommended measures for use by employers May 2018” and in particular consideration of access to education, parental qualifications; parental occupation; and type of school attended;

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

“Social Value Action Plan” has the meaning given in Paragraph 9.4 of this Framework Schedule 1 (Specification);

“Social Value Failure” has the meaning given in Paragraph 9.6 of this Framework Schedule 1 (Specification);

“Social Value Improvements” each of the Gender Balance Improvements and the Under-Represented Groups Improvements;

“Social Value Reports” together the Climate Change Reports, the Health and Wellbeing Reports and the Workforce Inequality Reports;

“Under-Represented Groups” those people who have declared to the Supplier that they are: disabled, LGBTQ+*,* ethnic minorities, and/or from a background of Socio-Economic Deprivation;

“Under-Represented

Groups Threshold” the proportion of Under-Represented Groups who provided the aggregate of all services to any client of the Supplier (calculated by reference to actual hours billed) provided by teams which are relevant to the Mandatory Specialisms under this Framework Contract in the twelve (12) Months prior to the Framework Start Date as set out in Part 3 (Social Value Thresholds and Improvements) of Appendix B (Social Value Measures) below;

“Under-Represented

Groups Improvements”the percentage improvement for each year of the Framework Contract with respect to the proportion of Under-Represented Groups who provided the aggregate of all Services (calculated by reference to actual hours billed) in the delivery of Call-Off Contracts when compared to the Under-Represented Groups Threshold, as set out in Part 3 (Social Value Thresholds and Improvements) of Appendix B (Social Value Measures) below; and

“Workforce Inequality Reports” the annual provision of the Supplier’s progress reported against its proposed measures to tackle workforce inequality, as set out in Appendix B (Social Value Measures) Part 2 (Equality Measures below, for the first Contract Year of this Framework Contract and as updated in the previous Workforce Inequality Report for all subsequent Contract Years, any proposed updates to its proposed measures to tackle workforce inequality for the coming Year, together with whether or not it has achieved its Gender Balance Improvement and Under-Represented Groups Improvement, in each case for the relevant year.

## Introduction

The purpose of this Framework Schedule 1 (Specification) is to:

* set out the scope of the Services, including the Core Specialisms and the Non-Core Specialisms that the Supplier shall make available to all Buyers under this Framework Contract;
* provide a description of the Services; and
* set out the specific Standards and requirements applicable to the provision of Services by the Supplier.

Paragraphs 5 to 7 of this Schedule set out the Mandatory Services and requirements that the Supplier is required to make available to Buyers as a condition of this Framework Contract, however, with regard to Non-Core Specialisms detailed in Paragraph 6.9 the Supplier is required to make each Non-Core Specialism available to Buyers only where it has stated that it has the capability to provide one or more Non-Core Specialisms as part of its Framework Tender as set out in Framework Schedule 2 (Framework Tender).

The Supplier shall maintain the ability to provide the whole range of Mandatory Services and requirements during the Contract Period and, subject to Paragraphs 7.4 (Obligation to accept Orders) and 7.5 (Notification of inability to accept Orders) of this Schedule, shall accept all Orders from Buyers which fall within the scope of the Mandatory Services specified in Paragraph 6 provided that the relevant Buyer complies with the applicable requirements of this Framework Contract in respect of such Order(s).

* 1. **Buyer Needs Statement**

Rail Legal Services (RM6204) has been designed as a suitable replacement for Rail Legal Services (RM3756) due to expire in 2022.

The policy drivers supporting the development and procurement of this Framework Contract are to:

* Provide Buyers with a route to market compliant with UK Law;
* Offer an improved agreement for both Buyers and Suppliers;
* Provide Buyers with access to high quality legal services; and
* Achieve value for money.

The principal Buyer for the Deliverables is Department for Transport (DfT), who intends to use this Framework Contract wherever possible. Other Contracting Authorities, as detailed in Appendix C, may also use it from time to time.

## Scope of the Requirement

* 1. Buyers require the legal expertise and services detailed in Paragraph 6 to be delivered with full project support and flexible resource.
  2. The Supplier shall support Buyers by providing resource to address gaps in their existing legal expertise, periods of absence, lack of internal capacity and/or peaks in demand at short notice. A flexible and responsive approach from the Supplier is therefore essential.
  3. This Framework Contract is predominantly for the provision of legal Services within the Jurisdiction of and in law of England and Wales. This Framework Contract also covers foreign law advice in respect of rail related transactions. If a Buyer needs foreign law advice and the Supplier has qualified and practising lawyers who are appropriately authorised to provide advice in the relevant Jurisdiction, as specified by the Buyer(s) then such advice may be provided under this Framework Contract. However, provision of foreign law advice is not a mandatory requirement for Suppliers under this Framework Contract nor is this Framework Contract an exclusive route to market for foreign law for Buyers.
  4. In the event that a Buyer needs advice on Scots law and the Supplier has qualified and practising lawyers who are appropriately authorised to provide advice in the Jurisdiction, as specified by the Buyer(s), then the Supplier shall provide such advice under this Framework Contract. However, provision of Scots law advice is not a mandatory requirement for Suppliers to be awarded a place on this Framework Contract, nor is this Framework Contract an exclusive route to market for Scots law for Buyers.
  5. In the event that advice is required on Scots law, the Supplier shall agree with the Buyer(s) in advance and in writing the approach to be taken in delivering the advice, which may include but shall not be limited to one or more of the following:
     1. if the Supplier has Supplier Staff qualified and practising in Scots law in the relevant specialism, the Supplier shall utilise its Supplier Staff under the terms of this Framework Contract; and/or
     2. the Buyer(s) may choose to appoint another firm to work with the Supplier (including via the Scottish Government Panel <https://www.gov.scot/publications/frameworks-and-contracts/>, as amended or replaced); and/or
     3. the Supplier shall seek the Buyer’s Approval in advance and in writing to subcontract the provision of legal advice or other Deliverables for or relating to Scots law to another law firm (i.e. the Subcontractor) who is suitably qualified and practicing in Scots law in the relevant specialism; and/or
     4. Suppliers will be required to provide the specified Deliverables to the applicable Standards in the named Jurisdictions all in accordance with the pricing model detailed in the Order Form and, if applicable, each Statement of Work; and/or
     5. To support the Buyer achieve the required level of interoperability in a project, the Supplier shall perform all required activities to ensure interoperability under the Order Form and, if applicable, each Statement of Work, as instructed by the Buyer.

## Out of Scope

* 1. This Framework Contract is only accessible by those bodies listed in the Tender Notice, as summarised in Appendix C (Authorised Buyer List).

## Mandatory Service Requirements

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Grade Band** | **Typical Years’ PQE** | **Positions which typically fall within Grade band** | **Grade Description** |
| 1 | 10+ | Partner | Key point of contact with the Buyer  Overall responsibility for quality assurance, success of project and supervision of Supplier Staff  Overall responsibility for working within budgets agreed as part of a Call-Off Contract  Considered expert in the relevant field  Appropriate direct contribution to complex/important legal matters relating to a Call-Off Contract |
| 2 | 8+ | Legal Director/  Counsel  or equivalent | Delivering work independently on behalf of the firm  Main point of contact for day-to-day Buyer liaison (for more complex/significant and non-routine matters)  Considered expert in the relevant field  Responsibility for quality assurance, success of project and supervision of Supplier Staff  Responsibility for working within budgets agreed as part of a Call-Off Contract  Direct contribution to complex/important legal matters relating to a Call-Off Contract  Will involve Partner level input if/as appropriate |
| 3 | 6+ | Senior Solicitor, Senior Associate | Substantive experience and proficiency in the relevant field  Day-to-day Matter Management  Significant level of quality assurance  Appropriate direct contribution to difficult/important legal matters relating to a Call-Off Contract  Will involve more senior grades (i.e. Grade 1 or 2 (above)) of lawyer as appropriate |
| 4 | 3-5 | Solicitor, Associate | Main contact for day-to-day Buyer liaison (for simple and routine matters) Will involve more senior grades (i.e. Grade 1, 2 or 3 (above)) of lawyer as appropriate. |
| 5 | 0-3 | NQ Solicitor/  Associate, Junior Solicitor/  Associate | Performing work that typically requires up to 3 years’ post-qualified experience (PQE) in the relevant field of work |
| 6 | N/A | Trainee | Individuals who are undergoing their legal training contract or equivalent Experience in the relevant field of work or similar is not required |
| 7 | N/A | Paralegal, Legal Assistant | Individuals who provide administrative and legal support   Experience in the relevant field of work or similar is not required |

* + 1. The Supplier shall ensure that Supplier Staff respond flexibly and within agreed timescales set by the Buyer(s) in response to requests, including changes to planned work.
    2. Where any part of the Deliverables is provided by Supplier Staff not falling within the above Grade Bands, but the Supplier seeks to invoice the Buyer for this work at one of the above Grade Bands, the Supplier shall first obtain the Buyer’s Approval.
  1. **Knowledge Sharing**
     1. The Supplier shall make available to Buyers regularly and periodically throughout the Contract Period, free of charge, via email, printed publication or other form of presentation (as appropriate), know-how appropriate to the Buyer and/or the Services provided by the Supplier to each Buyer. This shall include (without limitation):
        1. e- briefings, email alerts, hubs and webinars;
        2. white papers, thought leadership, publications, subscriptions, insights and articles;
        3. invitations and access to breakfast briefings, seminars, conferences and events;
        4. general use of and access to the Supplier’s physical and electronic reference libraries in the possession, custody or control of the Supplier, given appropriate security access (and in the case of electronic reference libraries, subject to any licensing restrictions); and
        5. invitations to masterclasses and industry events, when available.
     2. In addition to Paragraph 7.1.3 below, the Supplier shall provide training to Buyers upon written request. Such training shall be:
        1. tailored to the Buyer’s specific requirements, or generic training in the required area (which may include environmental law) at the Buyer’s request;
        2. provided at the Supplier’s office, the Buyer’s office, any other government offices or other facility, or via e-learning or other remote delivery system, at the Buyer’s request; and
        3. charged at no more than the Supplier’s Hourly Rates.
     3. Once a Call-Off Contract has been performed or as the Services to be performed under it nears completion (including where the Buyer is no longer able to act for whatever reason), as seems appropriate to the Buyer under the circumstances, the Supplier shall:
        1. conduct a knowledge transfer exercise where requested to do so by the Buyer. This exercise shall:
           1. document, collate and transfer to the Buyer any significant know-how, learning and/or practices generated, developed and/or used by the Supplier during the relevant Call-Off Contract;
           2. compile and transfer to the Buyer a document bible(s) (including electronic versions of the same if the Buyer so requires) comprising the contractual and/or other documents and/or advice generated, developed and/or used by the Supplier during the relevant Call-Off Contract; and
        2. participate in a ‘lessons learnt’ review meeting with the Buyer, which shall include details of what actions were taken (including the use of any technologies) to improve and maximise efficiencies.
     4. Any activity conducted in accordance with Paragraph 5.2.3 above shall:
        1. be completed within one (1) Month of the later of completion of the relevant Services, the request to conduct the exercise made by the Buyer or the expiry of the relevant Call-Off Contract; and
        2. be performed at no additional cost or charge to the Buyer.
  2. **Service Delivery**
     1. The Supplier shall have in place and shall maintain throughout the Contract Period robust quality assurance and governance processes and shall act in accordance with the Law and Regulatory Compliance.
     2. The Supplier shall ensure that:
        1. all Services are of satisfactory quality, comply with their description, and are fit for purpose;
        2. where the provision of the Services involve the drafting, review or production or modification of documentation, such documentation is technically functional; and
        3. all Services are provided to a standard no less than would be expected of a skilled and competent provider of services broadly equivalent to the Services.
     3. The Supplier shall, at all relevant times:
        1. comply with all reasonable instructions given to the Supplier and the Supplier Staff by the Buyer in relation to the Deliverables from time to time, including reasonable instructions to reschedule or alter the Deliverables;
        2. comply with any relevant specific policies of the Buyer(s) as are notified to the Supplier whether at the date of the Order (or, if applicable, Statement of Work) or otherwise, and the Supplier shall, before accepting an Order (or, if applicable, Statement of Work) from an Other Contracting Authority, request from the Other Contracting Authority notification of all such policies which apply; and
        3. ensure that it is (and all relevant Supplier Staff are) properly and appropriately appraised on current law and forthcoming changes to the law.
     4. The Supplier shall maintain an up-to-date awareness of:
        1. relevant government policies (including Procurement Policy Notes)
  3. **Service Quality**
     1. In providing the Services, the Parties must work together to apply the principles in this Paragraph 5.4 to each Order procured and commenced under this Framework Contract, to include but not limited to the following:
        1. Early Supplier involvement – to improve understanding and deliverability of the Buyer’s requirements, the Buyer will, wherever practical, endeavour to use early market engagement (such as the use of Requests for Information and Expressions of Interest) on the provision of Services;
        2. Knowledge transfer – promoting and facilitating the transfer of skills and knowledge between the Parties, and the sharing of information and the development of broader best practice initiatives within any relevant industry;
        3. Innovation – to encourage the development and sharing of innovative solutions, processes and approaches that improve performance and value for money (VfM), including technological innovations.
        4. Collaboration – to ensure that behaviours and cultures enable optimal ‘one team’ working relationships, seamless integration and cooperation between Buyer teams, the Suppliers appointed to the Framework Contract and Subcontractors (where applicable) in preparing, planning and delivering the Orders.
        5. Continuous Improvement - to improve Services through the life of the Framework Contract, through the sharing and implementation of best practice within the industry, and lessons learnt.
  4. **Management of External Legal Resources** 
     1. The Supplier must, when operating as part of a Group of Economic Operators and/or using Subcontractors, ensure that they manage the external resource to ensure:
        1. appropriately skilled and expert legal resource is mobilised within the timeline stipulated by the Buyer;
        2. teams work collaboratively and cohesively;
        3. knowledge transfer throughout delivery of the Services is seamless, to ensure timely delivery of the Services and to minimise costs;
        4. legal advice provided is accurate, consistent and practical; and
        5. the resource cost is reasonable and proportionate to the complexity of advice and levels of expertise required.
     2. In the following limited circumstances, the Supplier may charge above maximum Framework Prices set out in Framework Schedule 3, where the Supplier:
        1. or its Subcontractor is providing Deliverables advising on a non-UK Jurisdiction; and
        2. demonstrates through the provision of supporting evidence including Open Book Data that the proposed price increase is an accurate reflection of the cost of non-UK Jurisdiction Deliverables and that no mark-up or additional margin has been added; and
        3. when reliant on a Subcontractor, must ensure that it complies with the provisions in Paragraph 5.5.1 of this Specification, and negotiates rates where possible to ensure value for money for the Buyer.
  5. **Legal Quality Principles**
     1. Additionally the Supplier must:
        1. be cognisant of the implications of their advice and instructions and the risks of challenge that may arise, and must be able to provide risk-based strategic legal advice in accordance with the Government Legal Department’s guidance on legal risk as provided to the Supplier by the Buyer or GLD, and as may be updated from time to time;
        2. develop a robust team structure, matching the right individuals with the appropriate skills and including a process to ensure resilience and quality of the team and access to the necessary materials, skills and experience not covered by core advisers;
        3. apply strong business and commercial management experience including the ability to build and maintain a correctly balanced team, taking into account skills, expertise and delivery (at the appropriate level);
        4. ensure that an effective mitigation strategy is in place to manage Conflicts of Interest in accordance with Regulatory Compliance requirements and Core Terms Clause 32. This will set out the rules, procedures and physical barriers and contracts that prevent the flow of Personal Data and Confidential Information, including sensitive or protected information to persons, including stakeholders who could gain an unfair advantage. Conflict of interest shall have the meaning as set out in Joint Schedule 1 (Definitions);
        5. work on high profile project(s) with a high degree of confidentiality and in line with [Government Security Classifications](https://www.gov.uk/government/publications/government-security-classifications);
        6. work efficiently to tight timescales in pressurised circumstances to deliver quality outputs, and to work collaboratively with the Buyers’ teams including in-house lawyers, policy officials, financial, economic and commercial advisers;
        7. dovetail its supply of the Deliverables with the Buyer’s own project management arrangements. The Supplier shall ensure it is aware of likely spikes in activity and be able to resource accordingly to ensure that Buyer’s milestones are achieved;
        8. communicate succinctly both orally and in writing at all levels up to and including Ministerial level within Government and with external advisers and stakeholders. Appreciating the complexity of the issues involved. Plain English drafting is encouraged;
        9. promote and facilitate the transfer of skills and knowledge to the Buyers, and the sharing of information and the development of broader best practice initiatives within any relevant industry;
        10. manage costs and to work closely with the Buyer(s) and the Buyers’ in-house lawyers to achieve this, maximising transparency around costs, while driving efficiency and value for money, as far as possible, for example by ensuring their resources are used as effectively as possible, which shall include ensuring that Deliverables supplied (or to be supplied) or a material element of them is not repeated between GLD and Buyers;
        11. set internal budgets for particular pieces of work or for longer term projects and measure and control actual expenditure against such budgets; and
        12. continually seek to improve and maximise efficiencies, for example through the use of technology and digital tools/processes where appropriate. Suppliers may be required to provide additional information on their approach to improving and maximizing efficiencies as part of the Call-Off Award stage (Framework Schedule 7 (Call-Off Award Procedure).
     2. On receipt of an Order the Supplier must take proactive steps (in a manner and to an extent proportionate to the size and nature of the Order) to plan and agree with the Buyer the Services to be provided to the Buyer to clarify and document:
        1. the legal advice required;
        2. how the Supplier’s resources will be mobilised in the timescale required by the Buyer;
        3. how legal input will be structured to minimise costs and maximise efficiency;
        4. how work previously undertaken for the relevant Buyer can be re-used to reduce cost;
        5. the levels and names of Key Staff and lawyers working on performing the Ordered Services;
        6. which of the Buyer’s Personnel can provide instructions and authorise additional work; and
        7. the general management of the Ordered Services and the provision by the Supplier thereof.
     3. During the performance of Services the Supplier must conduct reviews at intervals specified in the Call-Off Contract to (i) review adherence to the original plans for the Services prepared pursuant to Paragraph 5.6.2 above, and (ii) ensure optimisation of efficiency and value for money in provision of the Services. The Supplier must perform this review in conjunction with the Buyer if requested but in any event shall (i) confirm to the Buyer that any review required has, in each case, been completed; and (ii) report to the Buyer on the outcome of the review.
     4. The Supplier must provide Matter Management free of charge.
     5. The Supplier must have in place a Matter Management System.
     6. The Supplier must have in place from the Framework Start Date an eBilling process and system. The Supplier shall utilise such a system at no extra cost to CCS or the Buyer and shall work in conjunction with the Buyer on any process and system developments to ensure that they can be utilised on an ongoing basis at no extra cost to CCS or the Buyers.
  6. **Collaborative Working**
     1. The Supplier acknowledges and agrees that Buyers may request Suppliers from the Framework Contract to work in collaboration with Government Legal Department lawyers, the Buyer’s internal lawyers and/or lawyers from other Suppliers on the Framework Contract or from non-Framework Contract contractors with varying specialisms and experience to:
        1. support the delivery of novel, complex or strategically important Ordered Services; and/or
        2. build and/or complement capability and capacity across the Framework Contract.
     2. The Supplier shall ensure their full cooperation to enable and facilitate wherever possible collaborative working where a Buyer project requires this and it shall follow all directions in this regard which the Buyer may make.

## Mandatory Services

* 1. Further to Paragraphs 1 to 5 (above) and 7 (below), the Supplier shall provide all of the following Core Specialisms described in Paragraph 6.5.
  2. The Core Specialisms listed in Paragraph 6.5 are high level descriptions of types of legal services and areas of legal practice which the Supplier offers under this Framework Contract and which Buyers are entitled to Order.
  3. The Supplier acknowledges and agrees that:
     1. the descriptions of the types of legal Services and areas of legal practice set out beneath the scope headings for each Service category in the table detailed in Paragraph 6.5 are illustrative only and are not exhaustive.
     2. Buyers are entitled to seek legal advice and Deliverables from the Supplier in respect of any type of legal Service or area of legal practice
        1. provided that such legal advice and/or Deliverables falls within the scope of one of the headings set out in Paragraph 6.5; and
        2. whether or not the type of legal Service or area of legal practice sought is specifically described or listed beneath the relevant heading.
  4. The Supplier shall ensure that it (and the relevant Supplier Staff) has or have, at all relevant times, the skills, qualifications and capability to provide legal advice, Deliverables and support to the Buyer(s) in relation to the types of legal Services and areas of legal practice set out in Paragraph 6.5.
  5. Core Specialisms are as follows:

|  |  |  |
| --- | --- | --- |
| **Core Specialism No.** | **Service** | **Scope** |
| 1 | **Regulatory law** | All aspects of rail regulatory law in particular interpretation and application of relevant Primary Legislation (including draft legislation), including:  a) Railways Act 1993;  b) Transport Act 2000;  c)Railways (Access, Management and Licensing of Railway Undertakings) Regulations 2016;  d) Railways Act 2005;  e) Crossrail Act 2008;  f) Local Transport Act 2008;  g) High Speed Rail (London - West Midlands) Act 2017;  h) High Speed Rail (West Midlands – Crewe) Act 2021;  i) High Speed Rail (Preparation) Act 2003;  j) Channel Tunnel Act 1987;  k) Channel Tunnel Rail Act Link 1996; and  l) All relevant Retained EU Law including the four Railway Packages, other than Regulation 1370/2007,    and any other legislation relevant to rail regulation. |
| 2 | **Rail Commercial Law** | All aspects of legal advice in connection with a Rail Related Matter in respect of company, commercial and financial legal issues including but not limited to:  a) company law;  c) share acquisition, disposals, capitalisations and financing issues;  d) entity selection and formation of Government companies and Government joint ventures;  e) directors’ duties;  f) company secretarial services;  g) operating, partnership, joint venture, development and alliancing agreements.  All aspects of legal advice in relation to the key regulatory and commercial documents relating to the GB rail industry such as the ticketing and settlement agreement, regulated access arrangements, licensing arrangements. This shall include all aspects of legal advice for the end to end delivery of rail related projects such as:   1. Rail franchise awards or rail passenger concessions (including advising on competitions, extensions and single tender actions); 2. Rolling stock transactions (including advising on standalone fleet procurements, maintenance arrangements and financings, advising on procurement/maintenance arrangements/financings for fleets used by single or multiple franchisees); and 3. Infrastructure concessions and other infrastructure related rail projects. |
| 3 | **Public procurement law** | All aspects of public procurement law in relation to a Rail Related Matter including but not limited to:   1. the application of domestic (including Retained EU Law which includes the aspects of Regulation 1370/2007 which are public procurement related in nature) and EU public procurement law and the development of domestic procurement law post Exit Day; and 2. end-to-end support on procurement exercises, including as appropriate drafting and commenting on specifications, evaluation criteria, tender documentation and associated procurement and contractual documentation. |
| 4 | **Subsidy Law** | All aspects of legal advice in relation to a Rail Related Matter including:   1. advice on the aspects of Regulation 1370/2007 which relate to overcompensation and otherwise advising on European rules and jurisprudence around the provision of State aid under the EU regime and the new UK Subsidy regime; and 2. advising a Buyer on challenge related to the new UK Subsidy regime, whether by judicial review, appeal to a new appeals body (expected to be the Competition Appeal Tribunal) or recovery, and in relation to any referral to a new UK Subsidy control body (expected to be the Competition and Markets Authority). |

* 1. Further to Paragraphs 1 to 5 (above) and 7 (below), the Supplier shall, in accordance with the capability stated in its Framework Tender Response, provide the following Non-Core Specialisms set out in Paragraph 6.9 below.
  2. The Non-Core Specialisms listed in Paragraph 6.9 are high level descriptions of types of legal services and areas of legal practice which the Supplier offers under this Framework Contract and which Buyers are entitled to Order.
  3. It is acknowledged and agreed that:
     1. the Non-Core Specialisms may only be required by a Buyer in connection with a Rail Related Matter;
     2. advice in respect of a Non-Core Specialism may be required by a Buyer:

(a) on a stand-alone basis in connection with a Rail Related Matter; or

(b) as part of a wider Rail Related Matter including drafting or advising on contractual provisions in circumstances where advice in respect of that Non-Core Specialism is required.

* 1. Non-Core Specialisms under this Framework Contract are as follows:

|  |  |  |
| --- | --- | --- |
| **Non-Core SpecialismNo.** | **Service** | **Scope** |
| 1 | **EU law** | All aspects of EU law including but not limited to:  a) advising on the post Exit Day relevance of EU law, its Treaties and Regulations and Retained EU Law;  b) advising on European case law which may be considered relevant to Rail operations; |
| 2 | **International law** | All aspects of international law. |
| 3 | **Competition law** | All aspects of competition law including but not limited to contentious and non-contentious advice and support in relation to EU, domestic and international competition law, including exchange of competitively sensitive information, cartels, abuse of a dominant market position and merger control. |
| 4 | **Dispute Resolution and litigation law** | All aspects of litigation and dispute resolution including but not limited to dispute handling and resolution and civil litigation against and on behalf of Buyers including alternative dispute resolution, arbitration, mediation, advice and litigation support may be required on commercial disputes, High Court litigation (including judicial review) as well as arbitration, adjudication, mediation and tribunal proceedings, including any new venues for litigation introduced by Government reforms of legislation post Exit Day. |
| 5 | **Employment law** | All aspects of employment law including but not limited to:  a) non-contentious employment matters relating to TUPE, COSOP, redundancies, restructuring, outsourcing, changes in terms and conditions, and reorganisations;  b) advice on industrial relations issues affecting the rail industry such as the introduction of driver only operations; and  c) contentious employment law including litigation and dispute resolution. |
| 6 | **Environmental law** | All aspects of environmental law including but not limited to the interpretation and application of the Environmental Protection Act 1990. |
| 7 | **Health and Safety law** | All aspects of health and safety law the interpretation and application of the Health and Safety at Work Act 1974 and other applicable regulations and directives. |
| 8 | **Information law including data protection law** | All aspects of information law including but not limited to:  a) the law surrounding the use and control of information by public and private sector bodies, including domestic and EU data protection legislation;  b) international data transfers;  c) data protection laws, data requests and complying with the principles of transparency; and  d) Freedom of Information. |
| 9 | **Information technology law** | All aspects of information technology law including but not limited to:  a) information technology and telecoms procurement and contracting;  b) design, development, maintenance and support contracts;  c) restructuring of contracts and/or services;  d) exit and migration/transition;  e) hardware purchasing, software licensing, managed services, Ecommerce, cloud based services, convergent technologies and the internet; and  f) advice on the implications of emerging technologies. |
| 10 | **Intellectual property law** | All aspects of intellectual property law including but not limited to:  a) contentious and non-contentious support and advice relating to patents, copyright, trademarks, trade secrets and rights in confidential information, database rights, design rights, and other forms of intellectual property; and  b) assignment and licensing of rights and development, commercialisation and exploitation of current, new and evolving Intellectual Property Rights. |
| 11 | **Pensions law** | All aspects of pensions law. |
| 12 | **Planning law** | All aspects of planning law including but not limited to:  a) planning strategy;  b) development projects and schemes;  c) applications for development, construction and change of use;  d) compulsory purchase orders and s106 agreements; and  e) planning/development inquiries and appeals. |
| 13 | **Real estate law** | All aspects of the law relating to real estate. |
| 14 | **Restructuring/ Insolvency law** | All aspects of the law relating to restructuring/insolvency. |
| 15 | **Tax law** | All aspects of tax law. |
| 16 | **Insurance law** | All aspects of insurance law. |

## Further Mandatory Requirements

**7.1 Value Added Services Requirements**

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

**7.1.1 Exchange Schemes**

* + - 1. The Supplier shall make available to any Buyer suitably qualified and experienced Supplier Staff of the grades set out in Paragraph 5.1.4 above for a minimum of one (1) Outward Secondment per Contract Year;

and

in exchange the Buyer may agree for an equivalent number of Buyer Personnel to work with the Supplier under an Inward Secondment.

* + - 1. Each Outward Secondment and Inward Secondment under this Paragraph 7.1.1 shall be at no additional cost to the Buyer.
      2. The Supplier and the relevant Buyer shall record in writing the agreement for each temporary transfer under this exchange scheme. The terms and conditions of each Inward Secondment and Outward Secondment shall be in the form set out in Call-Off Schedule 25 (Secondment Agreement Template). All exchange schemes agreed shall operate for a minimum period of six (6) Months.
    1. **Secondments** 
       1. The Supplier shall make available a minimum of two (2) suitably experienced qualified and experienced Supplier Staff per Contract Year as selected and agreed from time to time between the Supplier and a Buyer (a “Secondee”).
       2. Secondees and shall be seconded for a minimum period of six (6) Months each. Any extension to the minimum six (6) Month duration is subject to the agreement of both parties.
       3. The duration of a Secondment may cross over two (2) Contract Years.
       4. The terms and conditions of the Outward Secondment shall be in the form set out in Call-Off Schedule 25 (Secondment Agreement Template).
       5. The Buyer shall reimburse the Supplier for no more than the full cost of the Secondee’s remuneration during the secondment.
       6. At the Buyer’s sole discretion, the Outward Secondment arrangements can include flexibility for example:
          1. Location neutral and/or remote working;
          2. Multiple, shorter durations, but still totaling in aggregate the equivalent of one (1) full time Supplier Staff over the course of a Contract Year (for example six (6) Outward Secondments, each for a two (2) Month duration); and
          3. Job share arrangements e.g. two (2) Secondees each working part time.
    2. **Training**
       1. Each Supplier must make available to Other Contracting Authorities (in aggregate) a minimum of five (5) training sessions per Contract Year, each a maximum three hours duration unless otherwise agreed with DfT; and
       2. At the Other Contracting Authority’s discretion, this training may be bespoke or selected by the Other Contracting Authority from the Supplier’s current portfolio of training provision and may be provided through various channels including but not limited to: face-to-face, videoconferencing, e-learning, webinars and toolkits.
       3. At the Other Contracting Authority’s discretion, any training delivered online or in person must be recorded and the recording made available for unrestricted circulation.
       4. All training provided in accordance with this Paragraph 7.1.3 shall be provided free of charge. The Supplier shall not be entitled to levy nor recover any related or associated costs including preparation, attendance, travel, materials or recordings.
       5. The minimum requirement does not prevent other training being offered or arranged including in accordance with Paragraph 5.2.2 and knowledge sharing under Paragraph 5.2.1 above.
    3. **Meeting and Event Space**

The Supplier shall make available, if required, serviced meeting rooms with a minimum capacity of ten (10) people on up to five (5) occasions per Contract Year for use by Other Contracting Authorities listed in Appendix C free of charge.

* + 1. **Elective Value Add**
       1. The Value Added Services set out in this Paragraph 7.1 are the minimum requirements that must be supplied. The Supplier may provide other Value Added Services, such as it deems appropriate, to the Buyer(s) during the Contract Period. In the spirit of collaboration and partnership working, this approach is encouraged.
       2. For illustrative purposes these may include value added services such as access to meeting rooms and hot desking/touch down spaces, additional training, online matter collaboration and shared platforms, virtual conferencing facilities, consultation on tools and processes which could be adopted in-house or additional exchange schemes or Secondments.
  1. **Standards and Insurances**
     1. The Supplier and its Key Subcontractors shall at all times during the Contract Period and during the term of any Call-Off Contract, comply with the following Standards or the successors of these Standards:
        1. ISO 9001 Quality Management Systems or equivalent;
        2. ISO/IEC 27001 Information Security Management Systems or equivalent;
        3. ISO/IEC 27002:2013 Information Technology - Security Techniques – Code of Practice for information security controls or equivalent;
        4. ISO/IEC 27031:2011 Information technology - Security techniques - Guidelines for information and communication technology readiness for business continuity or equivalent;
        5. ISO 22301:2019 Security and resilience — Business continuity management systems — Requirements or equivalent; and
        6. ISO 22313:2020 Security and resilience — Business continuity management systems — Guidance on the use of ISO 22301 or equivalent.
     2. Suppliers are also required to have Cyber Essentials Plus or equivalent in place in accordance with Framework Schedule 9 (Cyber Essentials).
  2. **Supplier’s Commitment to the Framework Contract**
     1. The Supplier shall maintain a commitment to Central Government legal work and to the Framework Contract. Such commitment requires that the Supplier takes reasonable steps to ensure that the Supplier has, at all relevant times during the Contract Period, a reasonable level of resources available for servicing Orders, including availability of Supplier Staff.
     2. In providing the Services, the Supplier shall demonstrate and apply an appropriate understanding of working in a public sector and central government context. This includes the types of stakeholders and priorities involved, and the central government approach to risk and drafting.
  3. **Obligations to accept Orders:** 
     1. The Supplier shall (i) accept Orders and (ii) respond to invitations to participate in Further Competition Procedures, for the provision of Mandatory Services from the Buyer(s), unless it can demonstrate that one or more of the following applies:
        1. the Supplier does not have adequate resources available to properly service the Order because the required resources are engaged in servicing existing Orders or other work for Government;
        2. the Supplier does not have the necessary specialist expertise in the types of Deliverables, legal services, areas of legal practice, and/or industry sector specialisms required for the provision of such Mandatory Services as may be requested by the Buyer(s);
        3. the Supplier has a Conflict of Interest in relation to a proposed Order and/or the relevant Buyer which cannot be mitigated to the Buyer’s satisfaction;
        4. the Supplier has not been provided with at least five (5) Working Days to submit a full written tender in response to a Further Competition Procedure or two (2) Working Days to accept an Order;
        5. the Supplier has insufficient Supplier Staff with the level of security clearance required in the timescale by the Buyer;
        6. the Supplier believes there is a possibility of breaching sanctions;
        7. the Supplier cannot complete anti-money laundering checks satisfactorily;
        8. the Supplier is required by the Regulatory Compliance requirements to refuse to act; and/or
        9. an exemption is agreed in writing by DfT as the principal Buyer under this Framework.
     2. In the event that the Supplier fails to comply with Paragraph 7.4.1 above in respect of more than 15% of Orders and/or invitations to participate in a Further Competition Procedure in any rolling twelve (12) Month period then CCS may, at its discretion, invoke a review of the Supplier’s commitment to the Framework Contract to consider whether this may result in the Supplier being suspended from the Framework, in accordance with Clause 10.7 (Partially ending and suspending the contract), for a period as decided by CCS.
     3. For the avoidance of doubt, this Paragraph 7.4 places no obligation on the Supplier to respond to an Expression of Interest and/or participate in a Conference Call conducted by an Other Contracting Authority in accordance with Framework Schedule 7 (Call-Off Award Procedure) and is without prejudice to the Supplier’s ability to deselect themselves from a Further Competition Procedure in accordance with Framework Schedule 7 (Call-Off Award Procedure).
  4. **Notification of inability to accept Orders**
     1. Where the Supplier is unable to accept an Order (whether pursuant to a Direct Award Procedure or Further Competition Procedure), or to respond to an invitation to participate in a Further Competition Procedure (or becomes unable to continue to fulfil an existing Order) and none of the exemptions set out in Paragraph 7.4.1 apply the Supplier shall notify CCS in writing accordingly. Any notification made under this Paragraph 7.5.1 is without prejudice to the Supplier’s obligations under Paragraph 7.4 and CCS’s rights in respect of such obligations.
  5. **Location Requirements**
     1. The Supplier shall supply the Ordered Services to any location within the United Kingdom specified in the Call-Off Contract and have the capability to attend meetings virtually where required by the Buyer.
     2. The Supplier shall provide virtual and physical storage and ‘data rooms’, as requested to do so by Buyers, to support its performance of Call-Off Contracts, to securely store items including but not limited to procurement documentation, contractual documentation, deeds, and due diligence documentation, at no additional cost to the Buyer.
     3. The Supplier shall if required (as detailed in the Order Form) at no cost to the Buyer make available a dedicated meeting room in its premises for use by the employees and professional advisors of the Buyer whilst engaged on a piece of work that requires them to occupy accommodation separate from the Buyer’s office premises. An example would be where a Buyer is working on a rail franchise competition. The room must be capable of seating up to eight people at any one time and of providing secure storage for confidential documents. The Supplier shall issue those individuals identified by the Buyer as entitled to use the room with the necessary security passes and permissions so that they may access it unaccompanied by Supplier Staff at all times that the Supplier’s premises are open to business.
     4. The Supplier shall have available and shall maintain internet, telephone and video conferencing facilities for the delivery of the Services, and shall make no additional charge for use of the same in performing Call-Off Contracts.
  6. **Travel and Related Expenses**
     1. The Supplier acknowledges and agrees that travel time, travel costs, administrative support and photocopying shall not be chargeable unless agreed otherwise by Buyers expressly in the Call-Off Contract.
     2. The Supplier shall comply with the Buyer(s) travel requirements and instructions, internal policies and arrangements for travel costs and related charges set out in the Call-Off Contract or otherwise by notice to the Supplier from time to time.
     3. Travel time and travel costs which are reimbursed (subject to Paragraphs 7.7.1 and 7.7.2) are not permitted to include any margin.
     4. The Buyer(s) will specify any Disbursement arrangements expressly in the Call-Off Contracts or otherwise by written notice to the Supplier from time to time.
  7. **Supplier Relationship Management (SRM)**
     1. In addition to the responsibilities set out in Framework Schedule 4 (Framework Management), the Supplier shall participate in supplier relationship management with CCS and DfT. This shall include cooperating with such representatives of the Buyer(s) as CCS or the Buyer may notify the Supplier of from time to time with a view to creating collaborative relationships in order to uncover and realise value and reduce risk of service failure.
  8. **Management Information**
     1. The Supplier shall provide timely and accurate Management Information and data reporting to CCS and to the Buyer free of charge in accordance with Framework Schedule 5 (Management Charges and Information) and Call-Off Schedule 1 (Transparency Reports).
     2. The Supplier will not unreasonably refuse any requests for additional Management Information from the CCS.
     3. The Supplier may be required to provide further Management Information to the Buyer, the content of which will be agreed during the Call-Off Award Procedure and may include regular reporting using a cost management system selected by the Buyer. This may also include but is not limited to:
        1. Monthly timesheets detailing:
           1. work completed by task;
           2. hours charged together with the name of the Supplier Staff who has carried out the task and their Hourly Rate;
           3. Reimbursable Expenses; and
           4. approved Disbursements.
        2. Monthly management reports detailing:
           1. costs incurred to date;
           2. forecast costs to completion (where a costed package of work has been undertaken);
           3. major issues which may impact on costs or timescales;
           4. reasons for changes to initial/previous forecasts;
           5. any applicable plans to reduce costs in the relevant period; and
           6. a comparison of actual costs to date with the estimate and the forecast.
     4. The Buyer may share Management Information and other data relating to or provided by the Supplier with other Suppliers under the Framework Contract in an anonymised form.

## Social Value Priorities

* 1. The Supplier shall support the themes and policy outcomes set out in Procurement Policy Note 06/20 including those set out by individual Buyers under the Further Competition Procedure.
  2. The following are key policy outcomes for this Framework Contract in line with Procurement Policy Note 06/20:
     1. Effective stewardship of the environment;
     2. Tackle workforce inequality; and
     3. Improve health and wellbeing.
  3. In support of these policy outcomes the Supplier shall use all reasonable endeavours to:
     1. progress its proposed Social Value measures with respect to tackling workforce inequality and improving health and wellbeing, as set out in Appendix A (Fighting Climate Change), Appendix B (Social Value Measures) Part 1 (Health and Wellbeing Measures) and Part 2 (Equality Measures) below, as updated each Contract Year in the previous Workforce Inequality Report and the previous Health and Wellbeing Report;
     2. achieve the Gender Balance Improvements;
     3. achieve the Under-Represented Groups Improvements;
     4. comply with the Mental Health Standards;
     5. meet the Climate Change Standards; and
     6. ensure that all of the its Key Subcontractors comply with the requirements set out in Paragraphs 8.3.1 to 8.3.5

in the provision of the Services provided under this Framework Contract and each Call-Off Contract.

* 1. At the end of each Contract Year, the Supplier shall provide to CCS the following:
     1. the Social Value Reports; and
     2. (if the Supplier or any of its Key Subcontractors have failed to meet any of the Social Value Improvements) a letter of explanation and the Supplier’s action plans to remedy this moving forward (Social Value Action Plan).
  2. The provisions of this Paragraph 8 shall be without prejudice to any other reporting requirements under this Framework Contract including:
     1. any obligations under Clause 6 (Record Keeping and Reporting) of the Core Terms;
     2. Rectification Plans issued in accordance with Clause 10.4 of the Core Terms;
     3. Framework Schedule 4 (Framework Management);
     4. Framework Schedule 5 (Management Charges and Information),

and any Social Value Failure, Social Value Action Plan, Corrective Action Notice and Exclusion in accordance with this Paragraph 9 shall not be a Contractor Default permitting the CCS to terminate the Framework Contract in accordance with Clause 10 of the Core Terms.

* 1. The CCS may issue a written notice to the Supplier at any time (a "Corrective Action Notice") where the Supplier, in the reasonable opinion of the CCS:
     1. fails to provide any of the Social Value Reports;
     2. fails to provide a Social Value Action Plan in accordance with Paragraph 8.4.2; and/or
     3. fails to implement any actions set out in the Social Value Action Plan,

together a Social Value Failure.

* 1. Any Corrective Action Notice issued pursuant to Paragraph 8.6 shall remain in force until the Supplier remedies the relevant Social Value Failure (the CAN Period).
  2. Following the issue of a Corrective Action Notice, the CCS and the Supplier shall meet as soon as reasonably possible (and thereafter, on such further dates as the CCS may reasonably require from time to time) in order to discuss the progress of the Supplier in remedying any Social Value Failure.
  3. The Supplier acknowledges and agrees that, where stated as such in the Corrective Action Notice, it shall be Excluded during the CAN Period unless otherwise notified in writing by CCS.
  4. In the Framework Contract:
     1. the term "Excluded" shall mean that the Supplier is excluded from participating in any new opportunity to be appointed under a Call-Off Contract in relation to any proposed Services that any Other Contracting Authority seeks to procure pursuant to the Framework Contract during the CAN Period; or
     2. to the extent that the Supplier is participating in a Further Competition Procedure commenced by an Other Contracting Authority on the date on which a Corrective Action Notice is issued by the CCS, the Other Contracting Authority shall be entitled to exclude the Supplier from that Further Competition Procedure with immediate effect in writing (provided that the Supplier may only be Excluded pursuant to Paragraph 8 during the relevant CAN Period).
  5. Where the Supplier is Excluded under this Framework Contract:
     1. the Supplier shall have no entitlement to make any claim against the CCS or any Other Contracting Authority whatsoever (whether in contract, tort or any other basis of law) in respect of, without limitation any Losses or on any other basis, arising out of it being so Excluded; and
     2. it shall:
        1. not affect the Supplier's general requirement to comply with its duties and obligations under this Framework Contract;
        2. be without prejudice to any right of termination in favour of the CCS that has accrued as at or subsequently accrues after the date on which the Supplier is so Excluded; and
        3. not give rise to an extension to the Contract Period.
  6. The Supplier acknowledges and agrees that CCS may share the Social Value Reports with Other Contracting Authorities for information.

**APPENDICES**

**Appendix A: Fighting Climate Change**

1. **DEFINITIONS**
   1. In this Appendix, the following definitions shall apply and be supplemental to those in Joint Schedule 1 (Definitions):

|  |  |
| --- | --- |
| **“Prohibited Items”** | means those items which are not permissible under this Framework Contract as set out at Table A of this Appendix A (Fighting Climate Change) of Framework Schedule 1 (Specification) |

1. **ENVIRONMENTAL REQUIREMENTS**
   1. The Supplier shall comply in all material respects with all applicable environmental laws and regulations in force in relation to the Services.
   2. In performing its obligations under the Framework Contract and any Call-Off Contract the Supplier shall use all reasonable endeavours to:
      * 1. demonstrate low carbon resource efficiency, including minimising the use of resources;
        2. be responsible for ensuring that any waste generated by the Supplier and sent for recycling, disposal or other recovery as a consequence of providing the Services is taken to an authorised site for treatment or disposal and that the disposal or treatment of waste complies with the law;
        3. ensure that it and any third parties used to undertake recycling disposal or other recovery as a consequence of providing the Services do so in a legally compliant way, undertake reasonable checks on a regular basis to ensure this;
        4. minimise the release of greenhouse gases (including carbon dioxide emissions), air pollutants, volatile organic compounds and other substances damaging to health and the environment;
        5. reduce and minimise carbon emissions by taking into account factors including, but not limited to, the use of virtual meetings where possible, only using paper where necessary for the delivery of the Services, the availability of technology that can be used to deliver the Services, the locations from which materials are sourced, the transport of materials, the locations from which the work force are recruited and emissions from offices and on-site equipment.
        6. share any learning on environmental/ ‘green’ initiatives, know-how and improvements developed for your firm, or similar; and
        7. work with the Buyer to ensure that (where appropriate) relevant environmental legal considerations are factored into advice and drafting on Call-Off Contracts.
   3. The Supplier shall use all reasonable endeavours to avoid the use of paper and card, where the Supplier consider this appropriate in the circumstances, in carrying out its obligations under this Framework Contract, but taking into account its Regulatory Compliance requirements and the Law.
   4. The Supplier shall use all reasonable endeavours to not, in providing the Services, use materials which comprise wholly or partly of Prohibited Items.
   5. The Supplier shall not use anything which comprises wholly or partly of the Prohibited Items to provide the Services unless the use is primarily related to the management of the Supplier’s own facilities or internal operations as opposed to the provision of Services.

**TABLE A – Prohibited Items**

|  |  |
| --- | --- |
| **The following consumer single use plastics are Prohibited Items:** | **Catering**   1. Single use plastics |
| **Facilities**   1. Single use containers e.g. hand soap, cleaning products 2. Wipes containing plastic |
| **Office Supplies**   1. Plastic envelopes 2. Plastic wrapping for brochures 3. Paper or card which is bleached with chlorine |
| **Packaging**   1. Single use plastic packaging from deliveries where avoidable e.g. shrink wrapped packaging from office supplier or facilities products. |

**TABLE B – Climate Change Reports**

|  |  |  |
| --- | --- | --- |
| **Report Name** | **Content of Report** | **Frequency of Report** |
| **Sustainability Impact** | 1. the key sustainability impacts identified; 2. sustainability improvements made; 3. actions underway or planned to reduce sustainability impacts; 4. sustainability policies, standards, targets and practices that have been adopted to reduce the environmental impact of the Supplier’s operations and evidence of these being actively pursued, indicating arrangements for engagement and achievements. This can also include where positive sustainability impacts have been delivered; | On the anniversary of the Framework start Date |

**Appendix B: Social Value Measures**

**PART 1 HEALTH AND WELLBEING MEASURES**

This information will be submitted as part of the Supplier’s Framework Tender and included within the Framework Award Form.

**PART 2 INEQUALITY MEASURES**

This information will be submitted as part of the Supplier’s Framework Tender and included within the Framework Award Form.

**PART 3 SOCIAL VALUE THRESHOLDS AND IMPROVEMENTS**

This information will be submitted as part of the Supplier’s Framework Tender and included within the Framework Award Form.

This information will be reported for each of the following groups of the grade bands specified under Paragraph 5.1.4:

1. Grade Bands 1 and 2
2. Grade Bands 3, and 4
3. Grade Bands 5, 6 and 7

Where this level of granularity cannot be provided in a Contract Year due to an insufficient sized data set to provide anonymity for data protection purposes, the Supplier shall submit a nil return for the relevant grade bands affected and aggregate reporting for all Supplier Staff under the Social Value Measure.

|  |  |  |
| --- | --- | --- |
| **Contract Year** | **Threshold / Improvement** | **Supplier Threshold / Improvements targets** |
| **Contract Year 1** | Gender Balance Threshold |  |
|  | Under-Represented Groups Threshold |  |
| **Contract Year 2** | Gender Balance Improvement |  |
|  | Under-Represented Groups Improvement |  |
| **Contract Year 3** | Gender Balance Improvement |  |
|  | Under-Represented Groups Improvement |  |
| **Contract Year 4** | Gender Balance Improvement |  |
|  | Under-Represented Groups Improvement |  |

**Appendix C: Authorised Buyer List**

This Framework Contract RM6204 Rail Legal Services Panel is for use by Other Contracting Authorities in the United Kingdom, and which fall into one or more of the following categories:

1. Any of the following and any of their successor bodies:

* All Ministerial Government Departments;
* Non Ministerial Government Departments,
* Executive Agencies of government and other subsidiary bodies;
* Civil service bodies, including public sector buying organisations.
* All non-Crown Status Government Companies wholly or partly owned by Central Government Departments and their subsidiaries.
* The non-Departmental Public Bodies, other Public Bodies, Public Corporations and their subsidiary bodies sponsored by Central Government Departments which are not covered by the above categories; or
* All new bodies created which fall within the criteria set out above; and/or

1. Those listed and maintained by the Government on their website at<https://www.gov.uk/government/organisations> or any replacement or updated web-link; and/or
2. Those listed and maintained by the Office of National Statistics (ONS) as being part of Central Government at<https://www.ons.gov.uk/economy/nationalaccounts/uksectoraccounts/datasets/publicsectorclassificationguide> or any replacement or updated web-link; and/or
3. Great British Railways or any successor body.