

# RM3788 Wider public sector legal services customer guidance

## Contents page

Key information	5
Who can use the panel	5
Contact details	5
Introduction	6
Purpose of document	6
Background	6
Features and benefits	6
Panel scope	7
Lot 1: Regional service provision	7
Lot 2: Lot 2a, 2b and 2c Full service firms	7
Lot 2a: Context	7
Lot 2b:	8
Lot 2c:	8
Lot 3: Property and construction	8
Lot 4: Transport rail	8
Panel specialisms: General legal services lots 1 and 2	8
Lot 1: Regional service provision	9
Specialisms:	9
Lot 2: Full service firms mandatory specialisms:	9
Optional specialisms:	9
Decision Tree	10
Value added benefits	12
Knowledge transfer	12
Free legal advice	12
Travel costs	12
Document production and photocopying	12
Meeting rooms	12
Data storage	12
Matter management	12

Things to consider	13
Stakeholder engagement	12
Business case	13
Project management	13
Evaluators	14
Legal advice	14
Supplier engagement	14
Specification (statement of requirements)	15
Purpose of a specification	16
Legal services contract order form	16
Base location	16
Award procedure	16
Choosing your award mechanism	17
Legal services contract order form	18
Supplier responsibilities	19
Direct award	19
Quality award questions	20
Pricing mechanism maximum rates	20
Pricing models	20
Quality and price weightings	21
eSourcing tool	21
Legal services contract period	21
Clarification period (supplier questions)	21
Tender	22
Timescales	22
Evaluation	22
Price evaluation and abnormally low tenders	23
Post tender clarification and negotiation	23
Quality evaluation	24
Evaluation report	24
Contract award	24
Intention to award	24

Award letters (letters to bidders)	24
Legal services contract order form	25
Contracts finder	25
Contract management and exit	25
Review supplier performance	26
Contract variation	27
Sharing best practice	27
Knowledge transfer	27
Exiting the contract	27

## Key information

**Panel title:** Wider public sector legal services

**Panel reference:** RM3788

**Start date:** 1 October 2018

**End date:** 30 September 2022

## Who can use the panel

All the public sector bodies listed in the OJEU contract notice can use the panel agreement including:

- health
- education
- local and regional government
- emergency services
- third sector and social housing organisations

Customers can access the full list by reviewing the [OJEU contract notice](#)

Note: Ministerial and Non-Ministerial government departments, their arm's length bodies and agencies can only use lot 1 for transactional property and litigation where the value per matter is £25,000 or less (£10,000 for central government departments)

## Contact details

Crown Commercial Service

To get in contact with us, you can use the following:

Email address: [info@crowncommercial.gov.uk](mailto:info@crowncommercial.gov.uk)

Telephone: 03454102222

Website: [www.crowncommercial.gov.uk](http://www.crowncommercial.gov.uk)

## Introduction

### Purpose of document

This guidance forms part of a comprehensive suite of documents to help customers buy legal services through the wider public sector legal services panel (RM3788)

Some of these templates will require amendment to reflect your specific requirements.

This document is not a legal document and is to be used as guidance only.

## Background

This panel has been established by CCS to provide a simple self-service and compliant route to market for a range of legal services requirements for the wider public sector.

It forms part of the wider strategy for legal services provision, which includes three panel agreements for central government customers: general legal advice services (RM3786), rail legal services (RM3756) and finance and complex legal services (RM3787).

## Features and benefits

- easy access to a comprehensive list of legal services including specialist lots covering property and construction and transport rail
  - full legal jurisdictional coverage across England and Wales, Scotland and Northern Ireland
  - SME focused with access to regional and niche suppliers
  - flexible call off terms available through direct award and further competition
  - highly competitive hourly, daily and monthly rates, with options for fixed fees and or alternative fee arrangements through direct award and further competition
  - streamlined and simplified supplier selection through to contract award using an award support tool
  - value added benefit of 2 hours free legal advice per call off
  - simplified tender documents, templates and standard panel terms and conditions agreed by all suppliers

## Panel scope

The panel is structured into 4 lots

## Lot 1: Regional service provision

Lot 1 provides customers with legal services for a minimum of 1 of the 14 legal specialisms, within a minimum of 1 of the 13 UK NUTS regions.

- regional based service provision
- range of legal specialisms
- low to medium value transactions

Who can use lot 1: All the bodies listed in the OJEU contract notice. Central government customers can access lot 1 for the following specialisms only, and where the fees per matter are £20,000 or less:

- transactional property work (including non-complex conveyancing and work relating to leases and licences)
- employment litigation or other litigation work

## Lot 2: Lot 2a, 2b and 2c Full service firms

Lots 2a, 2b and 2c provide customers with commercial legal services for all (17) legal specialisms (full service firms) contained within the mandatory requirements for lot 2, within the applicable jurisdictional area.

Central government customers cannot use this lot. Central government customers requiring full service support should use general legal advice services RM3786 and finance and complex legal services RM3787.

### Lot 2a: Context

- full service firms
- jurisdictional area: England and Wales
- mandatory and optional legal specialisms within the lot

### Lot 2b:

- full service firms
- jurisdictional area: Scotland
- mandatory and optional legal specialisms within the lot

## Lot 2c:

- full service firms
- jurisdictional Area: Northern Ireland
- mandatory and optional legal specialisms within the lot

## Lot 3: Property and construction

Lot 3 provides customers with legal services for property and construction contained within the mandatory service requirements on a national (UK) basis.

Central government customers cannot use this lot: central government customers requiring property and construction should use general legal advice services RM3786 and finance and complex legal services RM3787.

## Lot 4: Transport rail

Lot 4 provides customers with legal services for transport rail contained within the mandatory service requirements on a national (UK) basis.

Central government customers cannot use this lot and should access the Rail legal services panel (RM3756).

## Panel specialisms: General legal services lots 1 and 2

The panel provides access to a comprehensive list of legal services, provided by a dynamic pool of legal service providers and the key features are highlighted below:

### Lot 1: Regional service provision specialisms:

- property and construction
- social housing

- child law
- court of protection
- education
- debt recovery
- planning and environment
- licensing
- pensions
- litigation and dispute resolution
- intellectual property
- employment healthcare
- primary care

## Lot 2: Full service firms mandatory specialisms:

- administrative and public law
- banking and finance
- contracts competition law
- corporate: mergers and acquisitions
- data protection and information law
- employment
- information technology
- infrastructure
- intellectual property
- litigation and dispute resolution
- outsourcing and insourcing
- partnerships pensions
- public procurement
- property, real estate and construction
- tax

## Optional specialisms:

- EU
- planning
- projects
- restructuring and insolvency
- education law
- child law

- energy and natural resources
- food, rural and environmental affairs
- franchise law
- health and healthcare
- life sciences
- telecommunications
- the law of international trade, investment and regulation
- public international law
- charities law
- health and safety law
- licensing law
- transport law (excluding rail)

## Decision tree

The following information has been designed to help customers determine the most appropriate route to market for their legal services requirements.

### Step 1

Are you a central government customer?

If yes, go to step 2a, if no go to step 2b

### Step 2a

Does your requirement relate to transactional property work, or employment litigation, or other litigation where the value of fees the buyer incurs is £20,000 per matter or less?

If yes, your requirement would be best satisfied by Lot 1: Regional legal services

## Step 2b

Is your requirement expected to be greater than £200,000 in contract value?

If yes, go to step 3a, if no go to step 3b

## Step 3a

Does your requirement cover more than one legal specialism?

If yes, go to step 4a, if no go to step 4b

## Step 3b

Is your requirement only related to Rail?

If yes, your requirement should be best satisfied by Lot 4: Rail legal services

If no, go to step 4a

## Step 4a

Is your requirement restricted to a small geographical area?

If yes, your requirement would be best satisfied by Lot 1: Regional legal services

If no, your requirement would be best satisfied by Lot 2: Full service firms

## Step 4b

Does your requirement relate to property and construction matters?

If yes, your requirement would be best satisfied by Lot 3: Property and construction

If no, go back to step 3b

### Value added benefits

The following free additional services are available as part of a call off contract know how, suppliers will make available to you, on request and at no charge.

Know-how (including printed publications, e-briefings, webinars and invitations to briefings, seminars and events), as well as any legal resource available to the supplier.

### Knowledge transfer

Suppliers will facilitate a knowledge transfer at the end of each contract, including the preparation and supply of document bibles.

### Free legal advice

At the outset of a contract the supplier will provide 2 hours legal advice, free of charge for each contracted requirement.

### Travel costs

Suppliers will provide all travel costs, travel time and fee earner subsistence at no cost, unless expressly agreed within your contract.

### Document production and photocopying

Suppliers will provide all document services free of charge.

### Meeting rooms

Suppliers will make available serviced meeting rooms with refreshments, as well as maintaining internet, telephone and video conferencing facilities, during your contract with them.

## Data storage

Suppliers will provide all virtual and physical storage, as well as data rooms as requested by you.

## Matter management

Suppliers will have in place a matter management system and provide matter management free of charge.

## Things to consider

### Stakeholder engagement

When establishing requirements you should engage early with internal colleagues including procurement, finance and legal to draw on their knowledge and experience and gain their buy in.

### Business case

Before procuring external legal support an internal business case is usually needed to demonstrate the need. It should be a well-structured document that supports the specific business need.

A compelling business case should adequately capture the quantifiable and non-quantifiable characteristics of the proposed project.

Large, complex or high profile projects often require a comprehensive and highly structured business case.

For other projects the business case may be brief and informal.

Information included in a formal business case could include an overview of your organisation, project background, options considered including do nothing (risks, costs, lost opportunities of doing nothing), expected business benefits, expected costs and anticipated risks.

Customers should additionally refer to their own departmental policies and guidance in order to ensure compliance with their own departmental rules.

## Project management

Developing a robust project management process may assist you in securing your legal services requirements on time and within budget through this panel.

Templates are available to assist in the development of a project team and process which are available in the guidance and template document.

## Evaluators

You should nominate suitable evaluators to assess the quality questions within the award questionnaire and pricing schedule.

This is key to the success of the procurement and you should give careful consideration to any specific skills that are needed.

You must ensure that there are no conflicts of interest and the evaluators have the relevant experience. Where a conflict of interest exists or evaluators do not have the relevant experience they will not be able to evaluate.

During evaluation the evaluators need to ensure responses and comments are concise and accurately recorded for audit purposes. We would encourage evaluators to contribute to the drafting of the specification.

It is also important to ensure evaluators are available within the needed time frame. It is advisable to have backup evaluators to avoid unnecessary delays.

## Legal advice

You may wish to seek your own legal advice when deciding on the type of award procedure, drafting the tender documents, call off contract, pricing schedule and award questions.

CCS is not allowed to provide any legal advice.

## Supplier engagement

Early engagement with suppliers before you issue your tender documents may assist in the development of a more focused specification.

A key principle of public sector procurement is that all suppliers are treated in a fair and equitable manner and here are some hints and tips:

- make all suppliers aware of the opportunity at the earliest convenience and include proposed or indicative timescales if known  
This could be face to face (all supplier conference, webinars or teleconference)
- the use of Expressions of Interest (EOI) is highly recommended to enable you to engage with suppliers and reduce your shortlist of firms to invite to tender
- if sharing sensitive information with suppliers regarding your requirement, you may wish to have suppliers sign a non-disclosure agreement (NDA)
- if you require market intelligence or have a specific question for which you require supplier input you may wish to issue a request for information (RFI) and this should be sent to all the suppliers you intend to invite to tender
- use of an e-sourcing portal will provide an audit trail and you can use either the CCS e-sourcing tool, your own e-sourcing tool or a manual process (the customer is free to choose their preference)
- each supplier must provide and maintain a prospectus for customers to review and these prospectuses should be used to enable you to select suitable suppliers for your tender and award (you can visit the agreement web page to access the [prospectus links](#))
- share your draft documents (including your specification) with all suppliers to receive feedback. Whilst the feedback may be used to help shape your requirement, you need to ensure that you retain control of your requirements and that they are not overly influenced by individual suppliers, nor do they provide an unfair advantage

## Specification (statement of requirements)

A specification is a statement of the requirements to be met by the supplier and forms a fundamental part of a successful process.

A clearly written specification is an invaluable tool which will help you get the right result for your organisation.

If you are running a further competition, any quality questions within the tender documents should be linked directly to your specification to ensure the questions you ask, and the suppliers responses, are relevant to the specific requirement for example, what do you want to achieve from the suppliers and how will you know that the requirement has been satisfied.

### Purpose of a specification

- clearly describes the services needed and which the supplier is expected to provide
  - create a contractual tool which forms an integral part of the legal services contract
    - form part of a legally binding agreement which will be binding on both parties
      - inform suppliers about the services needed and enables them to propose a solution
        - facilitate effective contract management
        - act as a reference to be referred to in the case of any disputes between you and the supplier(s)
          - key performance indicators (KPIs) should be established as appropriate to the requirement

### Legal services contract order form

You will need to review all of the highlighted sections in the legal services contract order form and populate all necessary sections, paying particular attention to the following:

- limits of liability: 7.1 of the contract order form
- insurance: 7.2 of the contract order form
- fee mechanisms and charges: section 2 of the template order form

## Base location

You need to specify your base location in the tender

This is the place where the majority of the work will be carried out.

Travel and subsistence disbursements are not payable to the supplier unless expressly agreed within the contract order form

## Award procedure

Further competition is the default route to market, under this panel.

See schedule 5 of the panel agreement for the detailed further competition process.

The first step in a successful call off contract is to establish exactly what service you require from a supplier, and to communicate that requirement clearly in the form of a specification, or statement of requirement.

## Choosing your award mechanism

The following information provides some considerations to support your decision and justification for when a direct award or further competition may be the most appropriate route to market.

The conditions are not mandated, but contain some guidance to aid your decision making processes.

### Direct Award

- the anticipated gross contract value is less than £200,000
- urgent requirements where the delays caused by the competition process would be detrimental to the outcome
  - a panel firm has previously worked on your project and: a) it would be detrimental to project delivery if the same panel firm did not complete the work; and or b) it is certain that greater savings and, or

the best outcome can be achieved by reinstructing the same panel firm

- expression of Interest (EOI) Request for Information (RFI) supplier engagement has identified that only one suitable panel firm has the capacity to deliver the service requirements
- EOI, RFI, prospectus review has identified that only one panel firm has the expertise to deliver the service requirements
- identification of conflicts of interest by means of internal procedure or responses to EOI, RFI mean that only one panel firm can deliver the service requirements
- regional lot 1 only: award support tool has identified that only 1 panel firm can deliver the relevant services in the region(s) needed

### Further competition

- the anticipated gross contract value is greater than £200,000
- all non-urgent requirements where the competition process would not be detrimental to the outcome
- suitable for new work or where previous work performed by a panel firm is not certain to achieve additional savings and is not fundamental to the outcome
- EOI, RFI, supplier engagement has identified that multiple panel firms are able to deliver the service requirements
- EOI, RFI, prospectus review has identified that multiple panel firms have the expertise to deliver the service requirements
- identification of conflicts of interest by means of internal procedure or responses to EOI, RFI mean that multiple panel firms can deliver the service requirements
- regional lot 1 only: award support tool has identified that more than one panel firm can deliver the relevant services in the region(s) needed

### Legal services contract order form

- develop a robust specification
- identify the most appropriate route to market
- identify the most appropriate lot and suppliers using the supplier prospectuses (lots 2, 3 and 4) or award support tool (lot 1)

- invite tenders by conducting a further competition
- for lots 2 to 4, invite a minimum of three suppliers from the specified lot
- for lot 1, use the digital award support tool and shortlist a minimum of 10 suppliers, unless 10 are not available for that service in that region
- set a time limit for the receipt of tenders which takes into account factors such as the complexity of the subject matter of the proposed call off contract and the time needed to submit tenders
  - keep each tender submitted confidential until the deadline for tender returns has expired
  - evaluate the tenders against the award criteria detailed in the tender

## Supplier responsibilities

The supplier will confirm that either they will respond to the tender or decline to tender for the services.

If they are not submitting a tender, the supplier should inform the customer as to the reason(s) why.

Prices will not exceed the panel rates as set out in schedule 3 (panel prices and charging structure) and as detailed in the tender, the response from the supplier will remain valid for 90 working days unless otherwise advised.

## Direct award

It is best practice to obtain your own in house legal advice to ensure direct award is a compliant approach in your specific circumstances.

Considerations to be made when deciding whether to direct award should include the urgency of your requirements, the complexity of your requirement, the value of the contract, the cost of running a further competition (for both you and the suppliers) and whether the move from

your existing supplier (if on the panel) would jeopardise the quality of service, outcomes or costs.

Once you have identified direct award as the most suitable mechanism to meet your requirements, you should review the supplier prospectuses to identify the most suitable supplier and approach them directly to ensure that they have the capacity to fulfil the contract.

Contracts awarded through direct award under this panel can form any duration up to and including the limits applied by the panel agreement (note that the contract end date should not fall any later than 2 years following the expiry of this panel).

There is no opportunity to reduce the rates under a direct award and therefore any award must be based on the panel maximum rates, or if appropriate, alternative fee arrangement.

Customers are encouraged to select an appropriate pricing mechanism to drive best value from their procurement.

## Quality award questions

You need to develop questions which will allow you to assess a supplier's ability to meet your requirements. Whilst there is flexibility in what suppliers can be asked in terms of award questions, you should ensure they are in line with your requirements, are forward looking and within the scope of the panel agreement specification.

## Pricing mechanism maximum rates

The panel contains maximum hourly, daily and monthly rates based on an 8 hour working day and 20 day working month.

Alternative fee arrangements are possible (such as fixed fee and capped fee), but any contracts awarded through direct award must have arrangements based on these maximum rates.

Discounted rates cannot be requested under a direct award.

Suppliers are able to reduce these maximum rates during further competition.

Public sector bodies can request the maximum rates by contacting our customer service centre by emailing [info@crowcommercial.gov.uk](mailto:info@crowcommercial.gov.uk)

## Pricing models

You need to develop a pricing model to reflect your requirements and can select a pricing model from a number of options (a selection of which are below)

- time and materials
- fixed fee
- capped fee

If you can clearly define your requirements and have a simple pricing model you may wish to consider the use of an eAuction

For further information please speak to our eAuction team by emailing [eauctions@crowcommercial.gov.uk](mailto:eauctions@crowcommercial.gov.uk) or by calling 03454102222

## Quality and price weightings

You need to evaluate supplier responses using the most economically advantageous tender (MEAT) criteria.

You can define the sub criteria, including weightings as part of the further competition process and you may wish to speak with your commercial or procurement team for further advice.

## e-sourcing tool

We provide free access to our e-sourcing tool which enables you to conduct a further competition and provides a fully auditable procurement process.

If you wish to use your own internal e-sourcing tool you are able to do so.

Follow this link to access our [e-sourcing tool](#)

## Legal services contract period

You will need to determine the length of your legal services contract and the period of any extensions or options you may wish to apply.

Our recommendation is that a legal services contract should be no longer than four years.

All contracts must include a contract end date that should not fall any later than 2 years following the expiry of this panel.

## Clarification period (supplier questions)

When planning the tender period you should ensure that you allow sufficient time for suppliers to ask questions and for you to respond to those questions. Set realistic deadlines for questions and answers.

Once you have issued your final response to the clarification questions allow sufficient time for suppliers to consider your responses before they submit their bid.

Remember to respond to all bidders with the same information and to anonymise the clarification log.

## Tender

Below is a list of documents you may wish to consider when formulating your tender:

- invitation to tender
- terms of participation
- specification (statement of requirements)
- contract order form
- response guidance (award questionnaire)
- pricing schedule
- non-disclosure agreement (if applicable)

## Timescales

Set a time limit for the receipt of tenders which takes into account factors such as the complexity of the subject matter, time needed to submit tenders and resource availability.

A minimum of 10 working days should be allowed for a simple requirement and greater for more complex requirements.

It should be noted that failure to give suppliers appropriate time to bid may result in a risk of poor tender quality and reduced chance of maximum savings.

Customers are encouraged to plan their requirements appropriately in order to receive maximum benefit and value from any competitive exercise.

## Evaluation

Once tenders have been received a compliance check should be undertaken before evaluation begins to ensure that:

- the bid submitted is from the same supplier that is awarded to the panel agreement (supplier matrix)
  - suppliers have confirmed acceptance of the panel and contract order form terms and conditions; should a supplier propose any changes to the terms and conditions please notify CCS of the non-compliance
  - mandatory questions are answered
  - all documents are completed and attached as requested in the tender
  - supplier(s) are notified as detailed in your tender document if they have failed the compliance check and that their bid will not be further considered in the procurement
  - a compliance check of the pricing matrix is undertaken to establish that there are no missing prices and it has been completed in line with the guidance

- the panel maximum rates have not been exceeded: should a supplier propose a rate higher than the panel maximum rates, please notify CCS immediately

## Price evaluation and abnormally low tenders

You should evaluate price as defined in the tender

Where a tender appears to be abnormally low in relation to the requirement you should seek an explanation of the price and costs in the proposed tender from the supplier and then assess the information provided.

If the evidence provided does not provide a satisfactory explanation then you may be able to reject the tender.

Legal advice should be sought prior to rejection.

## Post tender clarification and negotiation

Under the EU regulations you are not permitted to undertake post tender negotiation.

Post tender clarifications may be necessary during the evaluation of tenders where there are aspects of the bids which are unclear or contain minor errors.

Where post tender clarification is undertaken this needs to be transparent and auditable.

You will need to liaise with your commercial team or legal advisors for further advice.

## Quality evaluation

The quality evaluation process must be managed and conducted as detailed in the tender.

Where you have elected to undertake individual scoring by evaluators it is advised that you should undertake a consensus meeting, which will provide a consensus following a robust conversation on the bids.

This will include discussion on any anomalies and resolution of any opposing views and will also ensure that the appropriate response guidance and evaluation rationale has been used.

Detailed records should be maintained.

## Evaluation report

Once the evaluation has been completed and the successful supplier(s) identified, you should create an evaluation report and obtain appropriate approval and sign off before the award of the contract.

## Contract award

### Intention to award

Whilst not a mandatory legal requirement under this panel, If you elect to include a voluntary standstill period 10 calendar days when you develop your tender then you will need to issue intention to award letters to all suppliers.

For further advice please speak to your commercial team or legal advisors.

### Award letters (letters to bidders)

After the standstill period expires (if one was used) or at time of award, you need to issue letters to all suppliers informing them of the procurement outcome.

You should provide feedback to all suppliers on their bids, which as a minimum should include the scores and commentary against the full evaluation criteria supporting the procurement.

### Legal services contract order form

You should populate the schedule 4 order form and terms and conditions document with information taken from the successful supplier(s) tender

(further competition) or response to the statement of requirements (direct award) which shall include (as a minimum):

- contract start date
- contract end date
- potential extension period or options
- pricing (maximum rates apply for direct award)
- benefits

All parties to the legal services contract should sign the order form and terms and conditions document.

## Contracts finder

Where a public contract (in excess of £25,000) is awarded within 90 days of contract award, you will need to publish the following information on contracts finder:

- name of the supplier
- date on which the contract was entered into
- value of the contract
- whether the contractor is a SME or VCSE
- redacted contract documents

## Contract management and exit

Following the award of a contract it is important that you have in place a robust contract management process in line with your requirements as detailed in your tender.

This should be used to ensure that suppliers work to the original brief.

Central government departments should follow the principles of strategic supplier relationship management issued by the Government Commercial Organisation.

Throughout the duration of your contract, you need to ensure you are invoiced correctly.

This should include checking the number of hours and days worked by supplier personnel and that the agreed prices have not been exceeded; to be in line with your agreed contract.

Ensure the right resource mix of personnel for example, you do not have too many partners or junior staff.

For fixed and contingent pricing models you will need to ensure that payment is not released until the agreed milestones have been achieved.

## Review supplier performance

It is important to hold regular contract management meetings where appropriate with the supplier to ensure both parties understand their responsibilities and that they are fulfilled in accordance with the contract.

Progress against the delivery should be monitored and any issues preventing the requirements from being delivered should be identified to the appropriate person (such as a contracts manager) in a prompt manner.

Once the contract is live, you should schedule the contract management meetings and set a standard meeting agenda. In the meetings, you should discuss the following, as appropriate:

- progress against the contract requirements including the implementation plan
  - adherence to the specification, the service level agreement (the standards of service you have agreed with your supplier) and any key performance indicators (how you measure the performance of that service)
    - acknowledging where the supplier has performed to the expected standard
    - identifying areas of concern as early as possible and what the supplier will do about them
    - reviewing joint risks and issues logs
    - review management information
    - benchmarking and continuous improvement
    - new service and product developments

You should minute the meeting and include any agreed actions and timescales. The minutes should be circulated promptly after the meeting.

## Contract variation

You may need to vary the contract; to do this you will need to follow the variation process as detailed in the contract order form.

You may wish to speak with your commercial or procurement team for further advice.

## Sharing best practice

You should provide details of best practice with CCS so that it can be shared across the public sector.

## Knowledge transfer

Knowledge transfer should be built into any contract to ensure that future reliance on external suppliers is minimised and the building of internal capability is maximised.

## Exiting the contract

You should start preparing for the end of the contract in advance of the expiry date

You may need to consider how you will:

- ensure the transfer of any data from the supplier to your organisation
- end any joint arrangements with suppliers
- collect passes from suppliers (if applicable)
- return suppliers' equipment (if applicable)
- remove or dispose of any unwanted items

