

# Framework Schedule 1 (Specification)

This Schedule sets out what we and our Buyers want.

The Supplier must only provide the Deliverables for the Lot(s) that they have been appointed to.

For all Lots and/or 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 to reflect its Deliverables requirements for entering a particular Call-Off Contract.

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## 1. Definitions

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

"CAN Period"	has the meaning given in Paragraph 10.7 of this Framework Schedule 1 (Specification);
"Elective Legal Specialism"	the Elective Legal Specialisms referred to in Lot 2 which the Supplier has elected to provide and which it must provide regarding the supply of legal advice and associated services as part of the Deliverables;
"Excluded"	has the meaning given in Paragraph 10.10.1 of this Framework Schedule 1 (Specification);
"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 1 of Appendix A (Social Value Measures)
"Legal Project Manager"	is a professional and established legal project manager working as part of the Supplier team to deliver improved efficiency and cost effective service delivery;
"Mandatory Specialisms"	the mandatory legal specialisms referred to in Lot 1, the Elective Specialism referred to in Lot 2 and the single specialism referred to in Lot 3 which the relevant Supplier must provide regarding the supply of legal advice and associated services as part of the Deliverables;
"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”	<p>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: <a href="https://www.gov.uk/government/publications/thriving-at-work-a-review-of-mental-health-and-employers">https://www.gov.uk/government/publications/thriving-at-work-a-review-of-mental-health-and-employers</a> ) which include:</p> <ul style="list-style-type: none"> <li>• the production and implementation of a mental health at work plan;</li> <li>• the development and implementation of mental health awareness among employees;</li> <li>• the encouragement of open conversations about mental health and the support available when employees are struggling;</li> <li>• the provision to employees of good working conditions and ensure they have a healthy work life balance and opportunities for development;</li> <li>• the promotion of effective people management through line managers and supervisors;</li> <li>• the routine monitoring of employees mental health and wellbeing</li> <li>• increased transparency and accountability through internal and external reporting</li> <li>• demonstration of accountability</li> <li>• improvement of the disclosure process</li> <li>• ensuring provision of tailored in-house mental health support and signposting to clinical help;</li> </ul>
“Optional Specialisms”	<p>the legal specialisms under Lot 1 only which the Supplier may provide legal advice and associated services as part of the Deliverables;</p>
“Public International Law”	<p>for the purposes of this Schedule it means the laws of any country, other than England, Wales, Scotland and Northern Ireland and excluding EU Law;</p>
“Socio-Economic Deprivation”	<p>the relative disadvantage an individual or a</p>

	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 set out in this Framework Schedule 1 (Specification);
“Social Value Action Plan”	has the meaning given in Paragraph 10.4.2 of this Framework Schedule 1 (Specification);
“Social Value Failure”	has the meaning given in Paragraph 10.6.3 of this Framework Schedule 1 (Specification);
“Social Value Improvements”	each of the Gender Balance Improvements and the Under-Represented Groups Improvements;
“Social Value Reports”	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;

## 2. Introduction

Crown Commercial Services (“CCS”) is seeking to establish a multi-supplier Framework Contract as a direct replacement to our live RM3788 Wider Public Sector Legal Services agreement, due to expire 30 September 2022. It will run in conjunction with, and be complementary to, the wider suite of commercial agreements that are in place for CCS for use by Central Government departments and their associated bodies.

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

- Provide a broad scope of services;
- Provide Buyers with a route to market compliant with UK law;
- Offer a simplified agreement for both Buyers and Suppliers;

- Allow Buyers to access Social Value benefits provided by the Suppliers; and
- Achieve value for money.

## **2.1. Buyer Needs Statement**

Alongside the current RM3788 Panel Agreement, CCS currently manages five commercial agreements:

- RM6179 Legal Services Panel;
- RM6204 Rail Legal Services Panel;
- RM6183 Trade Law Panel Agreement;
- RM6137 Costs Lawyers Services Framework Contract; and
- RM6203 e-Disclosure and Document Review Framework Contract

The Framework Contracts RM6179, RM6183 and RM6204 are only accessible to Central Government departments and their associated bodies. RM6137 and RM6203 are available to all UK public bodies.

The RM3788 Wider Public Sector Legal Services Panel agreement will expire on 30 September 2022 and has successfully provided a full range of legal services to a full and diverse range of public sector organisations.

The objective of this new Framework Contract is therefore, to extend, increase and improve the provision of these services in all relevant legal specialisms to Buyers in the whole of the UK Public Sector, more directly the Wider Public Sector including Health, Education, Local and Regional Government, Emergency Services, and Third Sector and Social Housing organisations. Further objectives to extend, increase and improve the value added services that are available to Buyers via the Framework Contract, as well as the Social Value benefits available to Buyers are also incorporated.

Paragraphs 6 to 8 of this Schedule set out the Mandatory Specialisms and Service requirements that the Supplier is required to make available to Buyers as a condition of this Framework Contract, and in particular under Paragraph 6 (Lot 1), Paragraph 7 (Lot 2) and Paragraph 8 (Lot 3).

Under each Lot, the Supplier shall maintain the ability to provide the whole range of mandatory services and requirements during the Contract Period, and shall accept all Orders from Buyers which fall within the scope of the Mandatory Services specified in Paragraph 6 (Lot 1), Paragraph 7 (Lot 2) and Paragraph 8 (Lot 3) as applicable, provided that the relevant Buyer complies with the applicable requirements of this Framework Contract in respect of such Order(s).

The above will also apply in respect of the Optional Specialisms set out in Paragraphs 6.3 available under Lot 1 only that the Supplier has indicated it will provide, (if qualified to do so).

### 3. Scope of the Requirement

- 3.1.** Buyers require external legal expertise and flexible resources to provide commercial legal services for Buyers identified in the contract notice. This Framework Contract is for the provision of commercial legal advice and services in the law of England and Wales, Scotland and Northern Ireland.
- 3.2.** This Framework Contract also covers foreign law advice for the legal specialisms covered in each Lot. However, provision of foreign law advice is not a mandatory requirement for Suppliers nor is this Framework Contract an exclusive route to market for foreign law for Buyers.
- 3.3.** In the event that a Buyer requires foreign law advice and the Supplier has qualified and practising lawyers who are appropriately authorised to provide advice in the jurisdiction, then such advice may be provided under this Framework Contract.
- 3.4. Lot 1 (1a, 1b and 1c) Full Service Provision,** of this Framework Contract requires Suppliers to provide Buyers with commercial legal advice services for all sixteen (16) legal specialisms contained within the mandatory requirements for Lot 1 and any or all of the twenty-four (24) Optional Specialisms, within the jurisdictional area applicable to each Lot as follows:

Sub-Lot	Jurisdictional Area
1a	England & Wales
1b	Scotland
1c	Northern Ireland

- 3.5. Lot 2 (2a, 2b and 2c) General Service Provision,** of this Framework Contract require Suppliers to provide Buyers with commercial legal advice and services for a minimum of one (1) of the fifteen (15) Elective Legal Specialisms, within the jurisdictional area applicable to each Lot as follows:

Sub-Lot	Jurisdictional Area
2a	England & Wales
2b	Scotland
2c	Northern Ireland

**3.6. Lot 3 (Transport and Rail Legal Services)** of this Framework Contract requires Suppliers to provide Buyers with transport rail legal advice and services under the legal specialism contained within the mandatory service requirements for Lot 3, on a national (UK) basis.

Lot 3 Jurisdictional Area
Full United Kingdom, including England & Wales, Scotland and Northern Ireland.

#### 4. Out of Scope

**The scope of this Framework Contract excludes:**

- General legal advice services on behalf of Central Government departments;
- Legal advice in relation to rail policy, rail franchises, rail competitions, and related advice on behalf of Central Government departments; and
- Complex finance, capital markets and financial regulation work on behalf of Central Government departments.

This work (on behalf of Central Government departments) is expected to be sourced via other Crown Commercial Service legal Framework Contracts.

#### 5. Mandatory Service Requirements For Lots 1 (a, b & c) Lot 2 (a, b, & c) and Lot 3

##### 5.1. Supplier Staff

5.1.1. The Supplier shall ensure that where applicable all relevant Supplier Staff:

- (a) hold a current practising certificate within the relevant jurisdiction, or are otherwise registered in compliance with all Regulatory Compliance requirements including the Solicitors Regulatory Authority Standards and Regulations or Bar Standards Board Handbook (or the jurisdictional equivalents thereof), each as amended or replaced from time to time; and
- (b) comply with all applicable Regulatory Compliance requirements.

5.1.2. 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.

5.1.3. 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.

5.1.4. The Supplier shall, under Lots 1(a, b, c), Lot 2(a, b, c) and Lot 3, 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	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 of lawyer as appropriate.
3	3-5	Solicitor, Associate	Main contact for day-to-day Buyer liaison (for simple and routine matters); Will involve more senior grades of lawyer as appropriate.
4	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.
5	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.
6	N/A	Paralegal, Legal Assistant	Individuals who provide administrative and legal support; Experience in the relevant field of work or similar is not required.

5.1.5. Additionally, Legal Project Managers may be provided. There is no obligation to provide this grade of Supplier Staff unless expressly requested to do so by the Buyer in their Statement of Requirements. However, Suppliers should include Legal Project Managers within their pricing if they wish to do so. This will not be evaluated but will set a maximum Hourly Rate, Day Rate or Monthly Rate for the role, throughout the life of the Framework Contract.

5.1.5.1. Legal Project Managers are most likely to be used to support and improve service delivery in particularly novel/complex/large projects – helping to identify key obstacles to be overcome to reach designated

milestones. They will work with lawyers and client contacts to initiate, plan, prioritise and manage work activities and projects to ensure they are completed efficiently, on time, on cost and to an appropriate standard.

5.1.5.2. The scope of services to be provided by a Legal Project Manager will be discussed and agreed by the Supplier and the Buyer on a case by case basis. The use of a Legal Project Manager will not abdicate professional responsibility on the part of lawyers for proper oversight and effective service delivery.

5.1.5.3. 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.

5.1.5.4. 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.

## **5.2. Initial Consultation**

5.2.1. The Supplier shall provide the Buyer(s) with an initial consultation and legal advice of up to two (2) hours at the beginning of each Call-Off Contract to discuss developing/new legal matters, at no cost to the Buyer(s).

## **5.3. Knowledge Sharing**

5.3.1. 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):

5.3.1.1. e- briefings, email alerts, hubs and webinars;

5.3.1.2. white papers, thought leadership, publications, subscriptions, insights and articles;

5.3.1.3. invitations and access to breakfast briefings, seminars, conferences and events;

5.3.1.4. 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

5.3.1.5. invitations to masterclasses and industry events, when available.

5.3.2. In addition to Paragraph 9.1.3 below, the Supplier shall provide training to Buyers upon request. Such training shall be:

5.3.2.1 tailored to the Buyer's specific requirements, or generic training in the required area, at the Buyer's request;

5.3.2.2 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

5.3.2.3 charged at no more than the Supplier's Hourly Rates.

5.3.3. Once a Call-Off Contract has been performed, or as the Services to be performed under it near completion (including where the Supplier is no longer able to act for whatever reason), as appropriate to the Buyer under the circumstances, the Supplier shall:

5.3.3.1. conduct a knowledge transfer exercise where requested to do so by the Buyer. This exercise shall:

(a) 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;

(b) 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

5.3.3.2. 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), in order to maximise efficiencies and support continuous improvement.

5.3.4. Any activity conducted in accordance with Paragraph 5.3.3 above shall:

5.3.4.1. 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

5.3.4.2. be performed at no additional cost or charge to the Buyer.

#### **5.4. Service Delivery**

5.4.1. 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.

5.4.2. The Supplier shall ensure that:

5.4.2.1. all Services are of satisfactory quality, comply with their description, and are fit for purpose;

5.4.2.2. where the provision of the Services involve the drafting, review or production or modification of documentation, such documentation is technically functional; and

5.4.2.3. 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.

5.4.3. The Supplier shall, at all relevant times:

5.4.3.1. comply with all reasonable instructions given to the Supplier and the Supplier Staff by the Buyer's Authorised Representative in relation to the Deliverables from time to time, including reasonable instructions to reschedule or alter the Deliverables;

5.4.3.2. comply with those generally applicable and relevant policies of the Buyer which have been notified to the Supplier whether at the date of the Order or otherwise;

5.4.3.3. comply with any relevant specific policies of the Buyer(s) as are notified to the Supplier whether at the date of the Order or otherwise, and the Supplier shall, before accepting an Order from an Other Contracting Authority, request from the Other Contracting Authority notification of all such policies which apply; and

5.4.3.4. ensure that it is (and all relevant Supplier Staff are) properly and appropriately appraised on current law and forthcoming changes to the law.

**5.5.** The Supplier shall maintain an awareness of government policies (including the [Sourcing Playbook](#), the [Construction Playbook](#) and Procurement Policy Notes for central government Buyers and their Arm's Length Bodies).

## **5.6. Service Quality**

5.6.1. In providing the Services, the Parties must work together to apply the principles in this Paragraph 5.6 to each Order procured and commenced under this Framework Contract, to include but not limited to the following:

5.6.1.1. Early Supplier involvement – to improve understanding and deliverability of the Buyer's requirements, the Buyer will, wherever

practical, endeavour to use early market engagement on the provision of Services;

5.6.1.2. 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;

5.6.1.3. Innovation – to encourage the development and sharing of innovative solutions, processes and approaches that improve performance and value for money (VfM), including technological innovations;

5.6.1.4. 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; and

5.6.1.5. 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.

## **5.7. Management of External Legal Resources**

5.7.1. 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:

5.7.1.1. appropriately skilled and expert legal resource is mobilised within the timeline stipulated by the Buyer;

5.7.1.2. collaborative working and cohesiveness;

5.7.1.3. knowledge transfer throughout delivery of the Services is seamless, to ensure timely delivery of the Services and to minimise costs;

5.7.1.4. legal advice provided is accurate, consistent and practical; and

5.7.1.5. the resource cost is reasonable and proportionate to the complexity of advice and levels of expertise required.

5.7.2. In the following limited circumstances, the Supplier may with Buyer Approval charge above maximum Framework Prices set out in Framework Schedule 3, where the Supplier:

5.7.2.1. or its Subcontractor is providing Deliverables advising on a non-UK jurisdiction; and

- 5.7.2.2. 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
- 5.7.2.3. when reliant on a Subcontractor, must ensure that it complies with the provisions in 5.6.1 of this Specification, and agrees rates where possible to ensure value for money for the Buyer.

## **5.8. Legal Quality Principles**

5.8.1. Additionally, the Supplier must:

- 5.8.1.1. be cognisant of the implications of their advice and instructions and the risks of challenge that may arise, and must provide risk-based strategic legal advice;
- 5.8.1.2. provide advice in accordance with the Government Legal Department's (GLD) guidance on legal risk (as provided to the Supplier by the Buyer or GLD, and as may be updated from time to time) when providing advice to central government departments and their executive agencies or where requested to do so by the Buyer;
- 5.8.1.3. 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;
- 5.8.1.4. 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);
- 5.8.1.5. 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 here have the meaning as set out in Joint Schedule 1 (Definitions);
- 5.8.1.6. work on high profile project(s) with a high degree of confidentiality and in line with [Government Security Classifications](#);
- 5.8.1.7. 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;

- 5.8.1.8. 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;
  - 5.8.1.9. 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 required;
  - 5.8.1.10. 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;
  - 5.8.1.11. manage costs and to work closely with the Buyer(s) and the Buyers' in-house lawyers to achieve this, maximising transparency around costs (including at the Buyer's request introducing industry standard cost management tools), 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;
  - 5.8.1.12. set internal budgets for particular pieces of work or for longer term projects and measure and control actual expenditure against such budgets; and
  - 5.8.1.13. continually seek to improve and maximise efficiencies, for example through the use of technology and digital tools/processes and/or project management processes where appropriate. Suppliers may be required to provide additional information on their approach to improving and maximising efficiencies as part of the Call-Off Award stage, Framework Schedule 7 (Call-Off Award Procedure).
- 5.8.2. 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:
- 5.8.2.1. the legal advice required;
  - 5.8.2.2. how the Supplier's resources will be mobilised in the timescale required by the Buyer;

- 5.8.2.3. how legal input, as well as digital tools / processes and/or project management (where applicable) will be structured to minimise costs and maximise efficiency;
  - 5.8.2.4. how work previously undertaken for the relevant Buyer can be re-used to reduce cost;
  - 5.8.2.5. the levels and names of Key Staff and lawyers working on performing the Ordered Services;
  - 5.8.2.6. which of the Buyer's Personnel can provide instructions and authorise additional work; and
  - 5.8.2.7. the general management of the Ordered Services and the provision by the Supplier thereof.
- 5.8.3. 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 5.8.2 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.
- 5.8.4. The Supplier must have in place a Matter Management System.
- 5.8.5. The Supplier must provide Matter Management free of charge.
- 5.8.6. 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 the Authority or the Buyer. The Supplier shall work in conjunction with the Buyer and/or any other Contracting Authority on any eBilling processes and system developments to ensure that they can be utilised in the future.

## **5.9. Collaborative Working**

- 5.9.1. 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:
- 5.9.1.1. support the delivery of novel, complex or strategically important Ordered Services; and/or
  - 5.9.1.2. build and/or complement capability and capacity across the



Framework Contract.

5.9.2. 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.

## **6. LOT 1 (FULL SERVICE PROVISION) REQUIREMENTS**

### **6.1. Lot 1a, Lot 1b and Lot 1c (Full Service Provision) - Service Requirements**

6.1.1. Paragraph 6 sets out the Mandatory Specialisms for Lot 1a, 1b and 1c that the Supplier shall make available to Buyers, as a condition of this Framework Contract. The Supplier shall maintain the ability to provide the whole range of Mandatory Specialisms during the lifetime of the Framework Contract.

6.1.2. The Mandatory Specialisms set out under Lot 1a, 1b and 1c are high level descriptions of the types of legal services and areas of legal practice which the Supplier shall offer under this Framework Contract and which Buyers are entitled to order.

6.1.3. The Supplier acknowledges and agrees that the descriptions of the types of legal services and areas of legal practice set out beneath each Mandatory Specialism are illustrative only and are not exhaustive. Buyers are entitled to seek advice from the Supplier in respect of any type of legal service, provided that such advice falls within the scope of the Mandatory Specialism headings set out in Paragraph 6.2.

6.1.4. The Supplier shall ensure that all Supplier Staff have the skills, qualifications and capability (at all relevant times) to provide legal advice and services to Buyers for all sixteen (16) Mandatory Specialisms, set out in the table at Paragraph 6.2 below.

6.1.5. The Supplier shall ensure that all sixteen (16) Mandatory Specialisms are available to Buyers throughout the lifetime of the Framework Contract.

6.1.6. The Supplier shall provide Buyers with an initial consultation of up to two (2) hours to discuss developing / new legal matters, at no cost to the Buyer.

### **6.2. Mandatory Specialisms for Lot 1 (a,b,c) are as follows:**

No.	Mandatory Legal Specialism	Scope
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1	<b>Administrative and Public Law</b>	<p>All aspects of public law including but not limited to:</p> <ul style="list-style-type: none"> <li>• local government law;</li> <li>• inquiries and judicial reviews;</li> <li>• professional disciplinary proceedings;</li> <li>• public regulatory law; and</li> <li>• devolved powers of the National Assembly for Wales, Scottish Parliament and Northern Ireland Assembly and sub-national devolution as these relate to Mandatory Service requirements</li> </ul>
2	<b>Non-Complex Finance and Investment</b>	<p>All aspects of finance matters including but not limited to:</p> <ul style="list-style-type: none"> <li>• advising on general banking matters (domestic and overseas, including loan agreements, guarantees and security arrangements), trade finance and financial litigation.</li> <li>• asset finance;</li> <li>• capital markets;</li> <li>• acquisition finance;</li> <li>• project finance;</li> <li>• restructuring / insolvency; and</li> <li>• loans / lending.</li> </ul>
3	<b>Contracts</b>	<p>All aspects of contracts and contract law, including commercial contracts and other commercial agreements, including but not limited to:</p> <ul style="list-style-type: none"> <li>• advising on, drafting and negotiating agreements relating to commercial activities including supply of goods and services, outsourcing / contracting out of services, manufacturing, agency and distribution, concession contracts, shared service arrangements, joint ventures and grants;</li> <li>• supporting relationships including advising on rights and obligations, changes, termination / exit and</li> </ul>

		<p>transition between suppliers and advising on commercial / contractual reorganisations and restructuring including novations, assignments and changes in ownership;</p> <ul style="list-style-type: none"> <li>• advising on public infrastructure regulation such as UK/EU regulation relating to energy, water, transport and telecommunication industries necessary to support commercial transactions and/or arrangements; and</li> <li>• advising on grant funding including: <ul style="list-style-type: none"> <li>○ UK replacement grant funding post-Exit Date</li> <li>○ advising on, drafting and negotiating grant documents.</li> </ul> </li> </ul>
4	<b>Competition Law</b>	<p>All aspects of competition law including but not limited to:</p> <ul style="list-style-type: none"> <li>• contentious and non-contentious advice and support in relation to domestic and international competition law, including retained EU law, cartels, abuse of a dominant market position and merger control; and</li> <li>• all aspects of subsidy control and legacy State Aid.</li> </ul>
5	<b>Corporate Law</b>	<p>All aspects of corporate law including but not limited to:</p> <ul style="list-style-type: none"> <li>• company law;</li> <li>• public and private company transactions (including mergers and acquisitions and corporate finance);</li> <li>• share acquisition, disposals, capitalisations;</li> <li>• entity selection and formation of Government companies and Government joint ventures and venture capital advice;</li> <li>• directors' duties;</li> <li>• company secretarial services;</li> </ul>

		<ul style="list-style-type: none"> <li>• operating and partnership agreements, mutual arrangements;</li> <li>• securities and governance matters; and</li> <li>• restructuring of ownership and complex and innovative legal structures and initiatives.</li> </ul>
6	<b>Data Protection and Information Law</b>	<p>All aspects of data protection and information law including but not limited to:</p> <ul style="list-style-type: none"> <li>• the law surrounding the use and control of information by public and private sector bodies, including domestic and EU data protection legislation;</li> <li>• international data transfers;</li> <li>• data protection laws, data requests and complying with the principles of transparency; and</li> <li>• Freedom of Information.</li> </ul>
7	<b>Employment</b>	<p>All aspects of employment law including but not limited to:</p> <ul style="list-style-type: none"> <li>• non-contentious employment matters relating to TUPE, COSOP, redundancies, restructuring, outsourcing, changes in terms and conditions, and reorganisations; and</li> <li>• contentious employment law including discrimination / equal opportunities involving litigation and / or dispute resolution.</li> </ul>
8	<b>Information Technology</b>	<p>All aspects of information technology law including but not limited to:</p> <ul style="list-style-type: none"> <li>• information technology and telecoms procurement and contracting;</li> <li>• design, development, maintenance and support contracts;</li> <li>• restructuring of contracts and/or services;</li> <li>• exit and migration/transition; and</li> </ul>

		<ul style="list-style-type: none"> <li>• hardware purchasing, software licensing, managed services, E-commerce, cloud based services, convergent technologies and the internet.</li> </ul>
9	<b>Infrastructure</b>	<p>All aspects of infrastructure law including but not limited to:</p> <ul style="list-style-type: none"> <li>• the structure and financing of infrastructure projects and deals including PFI, PPP and non-profit distributing models;</li> <li>• asset disposals;</li> <li>• refinancing and reorganisation; and</li> <li>• advice on regulation.</li> </ul>
10	<b>Intellectual Property</b>	<p>All aspects of intellectual property law including but not limited to:</p> <ul style="list-style-type: none"> <li>• 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</li> <li>• assignment and licensing of rights and commercialisation and exploitation of intellectual property.</li> </ul>
11	<b>Litigation and Dispute Resolution</b>	<p>All aspects of litigation and dispute resolution including but not limited to:</p> <ul style="list-style-type: none"> <li>• civil litigation against and on behalf of Buyers; and</li> <li>• alternative dispute resolution, arbitration, mediation, contractual resolution procedures, advocacy and early advice on disputes.</li> </ul>
12	<b>Partnerships</b>	<p>All aspects of partnership law including but not limited to:</p> <ul style="list-style-type: none"> <li>• contentious and non-contentious partnership matters.</li> </ul>

13	<b>Pensions</b>	<p>All aspects of pensions law, including but not limited to:</p> <ul style="list-style-type: none"> <li>• private and public sector pension schemes;</li> <li>• pensions litigation;</li> <li>• regulatory compliance;</li> <li>• trusteeship; and</li> <li>• other employee benefits.</li> </ul>
14	<b>Public Procurement</b>	<p>All aspects of public procurement law including but not limited to:</p> <ul style="list-style-type: none"> <li>• the application of domestic and EU public procurement law; and</li> <li>• end-to-end support on procurement exercises, including drafting specifications, evaluation criteria, tender documentation and associated procurement and contractual documentation.</li> </ul>
15	<b>Property, Real Estate and Construction</b>	<p>All aspects of real estate and real estate finance including but not limited to:</p> <ul style="list-style-type: none"> <li>• crown, commercial and residential real estate including investment, site/property re/development, acquisition and disposal (including relevant tax advice), compulsory purchase, freehold, leasehold and licences, land/ranges landlord and tenant matters, social housing; and</li> <li>• real estate litigation.</li> </ul> <p>All aspects of construction law including but not limited to:</p> <ul style="list-style-type: none"> <li>• advice and support in relation to construction and infrastructure projects.</li> </ul>

16	<b>Energy, Natural Resources and Climate Change</b>	<p>Energy (including renewables, mining and nuclear) and natural resources including but not limited to:</p> <ul style="list-style-type: none"> <li>• all aspects of energy, natural resources and climate change including the permitting, development, financing, taxation, contracting, licensing, management, operation, environmental, climate change impacts and regulatory issues relating to:</li> <li>• oil and gas, including unconventional oil and gas;</li> <li>• electricity generated by whatever means, including renewables;</li> <li>• energy efficiency measures;</li> <li>• nuclear, including disposal issues;</li> <li>• coal mining and power;</li> <li>• research and innovation related to energy; and</li> <li>• water, air and land use, including emissions and pollution.</li> </ul>
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**6.3.** In conjunction with the provision of the above general requirements, the Supplier may provide one or more of the following Optional Specialisms:

6.3.1. Where the Supplier has indicated in their bid their ability to perform any of the twenty-four (24) Optional Specialisms set out in the table below, the Supplier shall make the Optional Specialism(s) available to Buyers throughout the lifetime of the Framework Contract.

6.3.2. Any Supplier who has indicated their ability to perform any of the twenty-four (24) Optional Specialisms shall ensure that all Supplier Staff have the skills, qualifications and capability to provide legal advice to Buyers for those Optional Specialisms.

The **Lot 1a, 1b and 1c Optional Specialisms** are as follows:

No.	Optional Legal Specialism	Scope
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1	<b>Retained EU Law and EU Law</b>	All aspects of Retained EU Law and EU law including but not limited to contentious and non-contentious advice and any ancillary matters.
2	<b>Planning</b>	<p>All aspects of planning law including but not limited to:</p> <ul style="list-style-type: none"> <li>• planning strategy;</li> <li>• development projects and schemes;</li> <li>• applications for development, construction and change of use;</li> <li>• compulsory purchase orders and s106 agreements; and</li> <li>• planning/development inquiries and appeals.</li> </ul>
3	<b>Projects</b>	<p>Projects including but not limited to:</p> <ul style="list-style-type: none"> <li>• co-ordinated end to end legal services from any of the categories set out in the Lot 1 Mandatory Specialisms; and</li> <li>• sector specialist advice (if provided) to support projects, including PFI and PPP and appropriate project management of legal contributions.</li> </ul>
4	<b>Restructuring and Insolvency</b>	<p>Restructuring and insolvency including but not limited to:</p> <ul style="list-style-type: none"> <li>• supplier, partner and supply-chain insolvencies and restructuring; and</li> <li>• consequences (and mitigation) of insolvency of suppliers.</li> </ul>
5	<b>Education Law</b>	<p>Education law including but not limited to:</p> <ul style="list-style-type: none"> <li>• all aspects of education law, including (but not limited to) early years, all aspects of schools and schooling, school workforce, special educational needs, admissions,</li> </ul>



		<p>exclusions, equalities issues, pupil/student related litigation, governance, insolvency; and</p> <ul style="list-style-type: none"> <li>reorganisation issues, inspection and regulation, finance and funding issues, higher and further education, student finance, and education-focused charity, contract and property law issues relevant to the educational sector.</li> </ul>
6	<b>Children and Vulnerable Adults</b>	<p>Law in relation to children and vulnerable adults, including but not limited to:</p> <ul style="list-style-type: none"> <li>adoption, social work, child-related and child protection issues;</li> <li>rights and obligations of public bodies, issues in relation to mental capacity, end of life care and funding, ageing population and costs of care issues; and</li> <li>commissioning of related services.</li> </ul>
7	<b>Food, Rural and Environmental Affairs</b>	<p>All aspects including but not limited to:</p> <ul style="list-style-type: none"> <li>water, air and land use, including emissions and pollution;</li> <li>water services and quality;</li> <li>flooding;</li> <li>waste and recycling;</li> <li>fisheries and marine;</li> <li>food and farming;</li> <li>animal and plant health and animal welfare; and</li> <li>wildlife.</li> </ul>
8	<b>Franchise Law</b>	<p>All aspects of franchise law including but not limited to:</p> <ul style="list-style-type: none"> <li>the design and establishment of franchise arrangements; and</li> <li>advice on contentious and non-contentious aspects of franchise agreements.</li> </ul>

9	<b>Health, Healthcare and Social Care</b>	<p>All aspects of health, healthcare and social care law including but not limited to policy, legislation, commissioning and all transactional, litigious and regulatory issues relating to Central Government and the NHS and to the regulation of health, mental health and social care services or settings.</p> <ul style="list-style-type: none"> <li>• Excluding personal injury.</li> </ul>
10	<b>Life Sciences</b>	<p>Life Sciences including but not limited to:</p> <ul style="list-style-type: none"> <li>• all transactional, litigious and regulatory issues relating to pharmaceuticals, medical devices and biotechnology including licensing and acquisition of new products.</li> </ul>
11	<b>Telecommunications</b>	<p>Telecommunications including but not limited to:</p> <ul style="list-style-type: none"> <li>• contentious and non-contentious advice and support on commercial, regulatory, compliance, transactional and intellectual property matters concerning telecommunications.</li> </ul>
12	<b>International Trade, Investment and Regulation</b>	<p>All aspects of the law and practice relating to international trade, investment and regulation, including multilateral and bilateral treaties, apart from:</p> <ul style="list-style-type: none"> <li>• the negotiation and implementation of trade agreements; and</li> <li>• disputes under WTO and trade agreement dispute mechanisms.</li> </ul>
13	<b>Public International Law</b>	All aspects of public international law.
14	<b>Charities Law</b>	All aspects of Charity law, including but not limited to the establishment and governance of Charitable trusts.

15	<b>Health and Safety</b>	<p>All aspects of health and safety law including but not limited to:</p> <ul style="list-style-type: none"> <li>• contentious and non-contentious health and safety matters, including regulatory and criminal investigations, public inquests, health and safety at work, food safety, fire safety and associated issues.</li> </ul>
16	<b>Licensing Law</b>	<p>All aspects of licensing law, including but not limited to:</p> <ul style="list-style-type: none"> <li>• licensing for sales of alcohol or regulated entertainment;</li> <li>• taxi licensing;</li> <li>• licences and permits for gambling;</li> <li>• licensing due diligence.</li> </ul>
17	<b>Transport Law (excluding Rail)</b>	<p>All aspects of transport law (excluding rail) including but not limited to:</p> <ul style="list-style-type: none"> <li>• road based projects and infrastructure;</li> <li>• logistics (contentious and non-contentious);</li> <li>• haulage;</li> <li>• road regulatory matters.</li> </ul>
18	<b>Tax</b>	<p>Tax law including but not limited to:</p> <ul style="list-style-type: none"> <li>• the application of direct and indirect taxation.</li> </ul>
19	<b>Outsourcing / Insourcing</b>	<p>All aspects of outsourcing arrangements, including but not limited to:</p> <ul style="list-style-type: none"> <li>• first and subsequent generation outsourcing and insourcing (including information technology outsourcing and business process outsourcing).</li> </ul>
20	<b>Islamic Finance / Sukuk</b>	<p>All aspects of law and practice relating to Islamic financing structures and products</p>

		including Sharia compliant bonds (sukuk) and Sovereign issuances.
21	<b>Media Law</b>	<p>All aspects of Media Law, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Broadcasting licences and other agreements;</li> <li>• Defamation, libel and slander; and</li> <li>• ASA compliance and related issues.</li> </ul>
22	<b>Immigration</b>	All aspects of immigration law.
23	<b>Public Inquests and Inquiries</b>	<p>Public inquiries and inquests including but not limited to:</p> <ul style="list-style-type: none"> <li>• acting as the solicitor to public inquiries (statutory and non-statutory) and inquests including: carrying out the role of a solicitor under the Inquiries Act 2005 and the Inquiry Rules 2006 including in relation to the assessment of awards of legal costs to core participants; providing legal advice and support to Inquiry Chairs on all legal aspects relating to the inquiry; instructing and working with Inquiry Counsel and monitoring the Inquiry's own legal spend; management and collation of documentation including the maintenance of the Inquiry record, the provision and management of virtual data rooms and/or e-disclosure, and facilitating the transfer of the inquiry record to the appropriate public record office; devising and implementing fair and robust procedures and protocols for the conduct of the inquiry; conducting the response to any judicial review brought against the Inquiry Chair;</li> <li>• providing legal support to serving and former ministers and civil servants</li> </ul>

		<p>responding to inquiries and inquests where a conflict prevents the GLD from doing so, including taking witness statements, providing legal advice and support, instructing counsel to represent the interests of individual witnesses where required, and advising on and responding to warning letters; and</p> <ul style="list-style-type: none"> <li>• any general support not covered by the above.</li> </ul>
24	<b>Mental Health Law</b>	<p>All aspects of Mental Health Law, including but not limited to:</p> <ul style="list-style-type: none"> <li>• employment Law;</li> <li>• insurance Law;</li> <li>• housing Law;</li> <li>• education Law;</li> <li>• Laws that provide a right to treatment;</li> <li>• involuntary commitment and guardianship Law;</li> <li>• Laws governing the treatment of professionals, including licensing Law, confidentiality, informed consent and medical malpractice;</li> <li>• Law governing admission of expert testimony or other psychiatric evidence in court; and</li> <li>• criminal Law.</li> </ul>

## 7. Lot 2 (GENERAL SERVICE PROVISION) REQUIREMENTS

### 7.1. Lot 2a, Lot 2b and Lot 2c (General Service Provision) - Service Requirements

**7.2.** This Paragraph sets out the Elective Legal Specialism service requirements for Lot 2 (a,b,c) that the Supplier shall make available to Buyers, as a condition of this Framework Contract.

**7.3.** The Elective Legal Specialisms set out under Lot 2 (a,b,c), which are set

out at Paragraph 7.6 below, are high-level descriptions of the types of legal services and areas of legal practice which the Supplier shall offer under this Framework Contract and which Buyers are entitled to order.

- 7.4.** The Supplier acknowledges and agrees that the descriptions of the types of legal services and areas of legal practice set out within each legal specialism are illustrative only and are not exhaustive. Buyers are entitled to seek advice from the Supplier in respect of any type of legal service, provided that such advice and service falls within the scope of the legal specialism headings set out under this Lot 2 (a,b,c).
- 7.5.** The Supplier shall ensure that all Supplier Staff have the skills, qualifications and capability (at all times) to provide legal advice and services to Buyers for **a minimum of one (1) Elective Legal Specialism** as set out in the table in Paragraph 7.6 below.
- 7.6.** The Supplier shall clearly identify and ensure that a '**minimum of one (1) Elective Legal Specialism**' (of those set out in 2(i)-2(xv) in Paragraph 7.6 below).
- 7.7.** The Supplier shall be aware that a minimum of one Elective Legal Specialism(s) shall be considered as a mandatory requirement and the Supplier shall make such Elective Specialism(s) available to Buyers, as a condition of this Framework Contract.
- 7.8.** The **Lot 2 (a,b,c) (Elective Legal Specialisms)** are as follows:

No.	Elective Legal Specialism	Scope
2(i)	Property and Construction	<p>All aspects of real estate and real estate finance including but not limited to:</p> <ul style="list-style-type: none"><li>● crown, commercial and residential real estate including investment;</li><li>● site/property redevelopment;</li><li>● acquisition and disposal (including relevant tax advice);</li><li>● compulsory purchase;</li><li>● freehold, leasehold and licences;</li><li>● landlord and tenant matters;</li><li>● real estate litigation.</li></ul>

		<p>All aspects of construction law including but not limited to:</p> <ul style="list-style-type: none"> <li>● advice and support in relation to construction and infrastructure projects.</li> </ul>
2(ii)	Social Housing	<p>All aspects of social housing law, including but not limited to:</p> <ul style="list-style-type: none"> <li>● funding and finance;</li> <li>● housing management;</li> <li>● disputes;</li> <li>● planning and development.</li> </ul>
2(iii)	Child Law	<p>All aspects of child law, including but not limited to:</p> <ul style="list-style-type: none"> <li>● adoption;</li> <li>● social work;</li> <li>● child-related and child protection issues.</li> </ul>
2(iv)	Court of Protection	<p>All aspects of court of protection law, including but not limited to:</p> <ul style="list-style-type: none"> <li>● the safeguarding responsibilities of local authorities;</li> <li>● appointment of deputies;</li> <li>● disputes regarding registration of powers of attorney;</li> <li>● medical treatment decisions.</li> </ul>
2(v)	Education Law	<p>All aspects of education law, including but not limited to:</p> <ul style="list-style-type: none"> <li>● early years;</li> <li>● all aspects of schools and schooling;</li> <li>● school workforce;</li> <li>● special educational needs;</li> <li>● admissions and exclusions;</li> <li>● equalities issues;</li> <li>● pupil/student related litigation;</li> <li>● governance and re-organisation issues;</li> <li>● inspection and regulation;</li> <li>● finance and funding issues;</li> </ul>

		<ul style="list-style-type: none"> <li>• higher and further education;</li> <li>• student finance;</li> <li>• education-focused charity;</li> <li>• contract and property law issues relevant to the educational sector.</li> </ul>
2(vi)	Debt Recovery	<p>All areas of law relating to debt recovery, including but not limited to:</p> <ul style="list-style-type: none"> <li>• commercial lending &amp; debt recovery;</li> <li>• regulatory standards relating to debt collection;</li> <li>• litigation and disputes relating to debt and its recovery.</li> </ul>
2(vii)	Planning and Environment	<p>All aspects of planning law including but not limited to:</p> <ul style="list-style-type: none"> <li>• planning strategy;</li> <li>• development projects and schemes;</li> <li>• applications for development, construction and change of use;</li> <li>• compulsory purchase orders and s106 agreements; and</li> <li>• planning / development inquiries and appeals.</li> </ul> <p>All aspects of environmental law including but not limited to:</p> <ul style="list-style-type: none"> <li>• litigation,</li> <li>• advisory and transactional support on environmental matters including due diligence,</li> <li>• planning,</li> <li>• inquiries and regulatory compliance.</li> </ul>
2(viii)	Licensing	<p>All aspects of licensing law, including but not limited to:</p> <ul style="list-style-type: none"> <li>• licensing for sales of alcohol or regulated entertainment;</li> <li>• taxi licensing;</li> <li>• licences and permits for gambling;</li> <li>• licensing due diligence.</li> </ul>



2(ix)	Pensions	<p>All aspects of pensions law, including but not limited to:</p> <ul style="list-style-type: none"> <li>• private and public sector pension schemes</li> <li>• pensions litigation</li> <li>• regulatory compliance</li> <li>• trusteeship</li> <li>• other employee benefits.</li> </ul>
2(x)	Litigation / Dispute Resolution	<p>All aspects of litigation/dispute resolution including but not limited to:</p> <ul style="list-style-type: none"> <li>• civil litigation against and on behalf of Buyers including alternative dispute resolution, arbitration, mediation, contractual resolution procedures, advocacy and early advice on disputes.</li> <li>• This should also include personal injury litigation, including public liability and employer's liability.</li> </ul>
2(xi)	Intellectual Property	<p>All aspects of intellectual property law including but not limited to:</p> <ul style="list-style-type: none"> <li>• 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</li> <li>• assignment and licensing of rights and commercialisation and exploitation of intellectual property.</li> </ul>
2(xii)	Employment	<p>All aspects of employment law including but not limited to:</p> <ul style="list-style-type: none"> <li>• non-contentious employment matters relating to TUPE, COSOP, redundancies, restructuring, outsourcing, changes in terms and conditions, and reorganisations; and</li> </ul>

		<ul style="list-style-type: none"> <li>contentious employment law including litigation and dispute resolution.</li> </ul>
2(xiii)	Healthcare	<p>All aspects of healthcare law including but not limited to:</p> <ul style="list-style-type: none"> <li>advising on the structure and implementation of new models;</li> <li>advising on governance, commissioning, inquiries, inquests, and regulatory proceedings, and on all conceivable commercial, employment and contentious matters within the healthcare sector;</li> <li>providing advice on all aspects of legislation relevant to either healthcare or mental health; and</li> <li>advising on and providing representation at tribunals.</li> </ul>
2(xiv)	Primary Care	<p>All aspects of the law relating to primary care including but not limited to:</p> <ul style="list-style-type: none"> <li>advising on the commissioning and purchase of care (including prison health services), and the relationships between public sector authorities and primary care providers;</li> <li>advising on the structure of care arrangements (including for terminal and palliative care), along with the management of related disputes and compliance with relevant legislation;</li> <li>advice relating to care homes and the Care Standards Act 2000; and</li> <li>advising on the prevention and providing legal representation in relation to the detection and response to primary care fraud.</li> </ul>
2(xv)	Mental Health Law	<p>All aspects of Mental Health Law, including but not limited to:</p> <ul style="list-style-type: none"> <li>employment Law;</li> </ul>

		<ul style="list-style-type: none"> <li>• insurance Law;</li> <li>• housing Law;</li> <li>• education Law;</li> <li>• Laws that provide a right to treatment;</li> <li>• involuntary commitment and guardianship Law;</li> <li>• Laws governing the treatment of professionals, including licensing Law, confidentiality, informed consent and medical malpractice;</li> <li>• Law governing admission of expert testimony or other psychiatric evidence in court; and</li> <li>• criminal Law.</li> </ul>
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## 8. LOT 3 (TRANSPORT RAIL LEGAL SERVICES) REQUIREMENTS

- 8.1.** The Supplier shall ensure that all Supplier Staff have the skills, qualifications and capability (at all relevant times) to provide legal advice to Buyers for the Mandatory Specialism set out in the table in Paragraph 8.4 below.
- 8.2.** The Supplier shall ensure that the legal specialism listed in Paragraph 8.4 is available to Buyers to order throughout the lifetime of the Framework Contract.
- 8.3.** The Supplier shall provide Buyers with an initial consultation of up to two (2) hours to discuss developing / new legal matters, at no cost to the Buyer.
- 8.4.** The Lot 3 (Transport and Rail Legal Services) single Mandatory Legal Specialism is as follows:

Mandatory Legal Specialism	Scope
Transport (Rail)	<p>All aspects of transport and rail law, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Rail transport law;</li> <li>• Rolling stock;</li> <li>• Planning and authorisation (Rail); and</li> <li>• Projects and infrastructure (Rail).</li> </ul>

### 8.5. Lot 3 National Coverage

8.5.1. The Supplier shall provide services to Buyers in all jurisdictional areas within the United Kingdom, including England & Wales, Scotland and Northern Ireland, as set out in Paragraph 3.1 above.

**9. Further Mandatory Requirements (Applicable to Lot 1, (a,b,c) Lot 2 (a,b,c) and Lot 3)**

**9.1. 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 Buyers at no additional charge:

**9.1.1 Secondment Schemes**

9.1.1.1 The Supplier shall, if requested to do so by a Buyer, make available to:

- (a) 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/or
- (b) in exchange the Buyer may agree for an equivalent number of Buyer Personnel to work with the Supplier under an Inward Secondment.

9.1.1.2 Each Outward Secondment and Inward Secondment under this Paragraph 9.1.1 shall be provided at no additional cost to Seconded’s standard remuneration to the Supplier or relevant Buyer.

9.1.1.3 The Supplier and the relevant Buyer shall record in writing the agreement for each temporary transfer under this secondment 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 secondment schemes agreed shall operate for the minimum period set out in the Secondment Agreement.

**9.1.2 Secondments**

9.1.2.1 The Supplier shall make available suitably qualified and experienced Supplier Staff for each Contract Year as selected and agreed from time to time between the Supplier and a Buyer (a “Seconded”).

9.1.2.12 Secondeds shall be seconded for the minimum period agreed and set out in the Secondment Agreement. Any extension to this minimum duration is subject to the

agreement of both Parties.

9.1.2.3 The duration of a Secondment may cross over 2 Contract Years.

9.1.2.4 The terms and conditions of the Secondment shall be in the form set out in Call-Off Schedule 25 (Secondment Agreement Template).

9.1.2.5 Secondment Charge

(a) Outward Secondment - The Buyer shall reimburse the Supplier for no more than the full cost of the Secondment's remuneration during the secondment which shall be no greater than the grade rates set out in Framework Schedule 3 (Framework Prices), Annex 1(Rates and Prices).

(b) Inward Secondment – There shall be no charge due from the Buyer to the Supplier for an Inward Secondment.

9.1.2.6 At the Buyer's sole discretion, the Outward Secondment arrangements can include flexibility, for example:

(a) Location neutral and/or remote working;

(b) Multiple, shorter durations, but still totalling in aggregate the equivalent of one (or more) full time Supplier Staff of the applicable grade over the course of the specified period; and

(c) Job share arrangements e.g. two (2) Secondments each working part-time.

### 9.1.3. Training

9.1.3.1 Lot 1 (a,b,c) – Each Supplier must make available to Buyers (in aggregate) a minimum of five (5) training sessions per Contract Year, for each of the Lot 1a, Lot 1b and/or Lot 1c for a maximum three hours duration unless otherwise agreed with the Buyer

Lot 2 (a,b,c) - Each Supplier must make available to Buyers (in aggregate) a minimum of three (3) training sessions per Contract Year, for each of the Lot 2a, Lot 2b and/or Lot 2c, each a maximum three hours duration unless otherwise agreed with the Buyer.

Lot 3 – Each Supplier must make available to Buyers (in aggregate) a minimum of three (3) training sessions per Contract Year, each a maximum three hours duration unless otherwise agreed with the Buyer

9.1.3.2 Where a Supplier secures a place on more than one lot, the training

requirements referred to at Paragraphs 9.1.3.1 will be aggregated, requiring the Supplier to provide a minimum of eight (8) training sessions per Contract Year, each a maximum three hours duration unless otherwise agreed with the Buyer.

9.1.3.3 At the Buyer's discretion, training provided in accordance with this Paragraph 9.1.3:

- (a) may be bespoke or selected by the Buyer from the Supplier's current portfolio of training provision,
- (b) must be delivered exclusively to the audience agreed by the Buyer, and
- (c) may be provided through various channels including but not limited to: face-to-face, videoconferencing, e-learning, webinars and toolkits.

9.1.3.4 At the Buyer's discretion, any training delivered online or in person must be recorded and the recording made available for unrestricted circulation.

9.1.3.5 All training provided in accordance with this Paragraph 9.1.3 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 expenses or travel time, materials or recordings.

9.1.3.6 The minimum requirements for, for example, Lots 1 and 2 (in aggregate where applicable) do not prevent other training being offered or arranged including in accordance with Paragraph 5.3.2 and knowledge sharing under Paragraph 5.3 above.

#### **9.1.4 Elective Value Add**

9.1.4.1 The Value Added Services set out in this Paragraph 9.1 are the minimum requirements that must be supplied. The Supplier may provide other Value Added Services, such as it deems appropriate, to Buyers during the Contract Period. In the spirit of collaboration and partnership working, this approach is encouraged.

9.1.4.2 For illustrative purposes these may include value added services such as access to meeting rooms and hot desking/touchdown spaces, additional training, online matter collaboration and shared platforms, contributions to collaborations between framework suppliers or invitations to events in areas of mutual interest, such as Equality, Diversity

and Inclusion, virtual conferencing facilities, consultation on tools and processes which could be adopted in-house or Secondments.

## **9.2 Standards and Insurances**

9.2.1 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:

9.2.1.1 ISO 9001 Quality Management Systems or equivalent;

9.2.1.2 8.2.1.3 ISO/IEC 27002:2013 Information Technology - Security Techniques – Code of Practice for information security controls or equivalent;

9.2.1.4 ISO/IEC 27031:2011 Information technology - Security techniques - Guidelines for information and communication technology readiness for business continuity or equivalent;

9.2.1.5 ISO 22301:2019 Security and resilience — Business continuity management systems — Requirements or equivalent; and

9.2.1.6 ISO 22313:2020 Security and resilience — Business continuity management systems — Guidance on the use of ISO 22301 or equivalent.

9.2.2 The Supplier is required to have Cyber Essentials Plus or ISO/IEC 27001 Information Security Management Systems or Cyber-Essential Plus in place in accordance with Framework Schedule 9 (Cyber Essentials Scheme) and the Buyer's Call-Off Contract.

9.2.3 The Supplier's insurance requirements are set out in Joint Schedule 3 (Insurance Requirements).

## **9.3 Supplier's Commitment to the Framework Contract**

9.3.1 The Supplier shall maintain a commitment to public sector 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.

9.3.2 In providing the Services, the Supplier shall demonstrate and apply an appropriate understanding of working in a public sector context. This includes the different types of stakeholders and priorities involved, and

the public sector approach to managing risk.

#### **9.4 Buyer Satisfaction**

- 9.4.1 The Supplier shall cooperate with CCS and other suppliers in developing and implementing a process of obtaining feedback from Buyers during and at the conclusion of matters, and will collaborate with CCS and Other Buyers in the analysis and promotion of feedback data both to the Supplier and Buyers when required.

#### **9.5 Location Requirements**

- 9.5.1 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.
- 9.5.2 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.
- 9.5.3 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.

#### **9.6 Travel and Related Expenses**

- 9.6.1 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.
- 9.6.2 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 (in particular the Buyer's Expenses Policy set out in Call-Off Schedule 5 (Pricing Details and Expenses Policy)) or otherwise by notice to the Supplier from time to time.
- 9.6.3 Travel time and travel costs which are reimbursed (subject to Paragraphs 9.6.1. and 9.6.2) are not permitted to include any margin.
- 9.6.4 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.

#### **9.7 Supplier Relationship Management (SRM)**



- 9.7.1 In addition to the responsibilities set out in Framework Schedule 4 (Framework Management), the Supplier shall participate in Supplier relationship management with CCS. This shall include cooperating with such representatives of the Buyer(s) as CCS may notify the Supplier from time to time with a view to creating collaborative relationships in order to uncover and realise value and reduce risk of service failure.

## **9.8 Management Information**

- 9.8.1 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 4 (Framework Management), Framework Schedule 5 (Management Charges and Information) and Call-Off Schedule 1 (Transparency Reports).
- 9.8.2 The Supplier will not unreasonably refuse any requests for additional Management Information from the CCS.
- 9.8.3 The Supplier may be required to provide further management reports and progress reports to the Buyer, the content of which will be agreed at the Call-Off stage.
- 9.8.4 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.

## **10. Social Value Priorities**

- 10.1.** The Supplier shall support the themes and policy outcomes set out in Procurement Policy Note 06/20, where applicable, including those set out by individual Buyers under the Further Competition Procedure.
- 10.2.** The following are key policy outcomes for this Framework Contract in line with Procurement Policy Note 06/20:
- 10.2.1. Tackle workforce inequality and improve diversity; and
- 10.2.2. Improve health and wellbeing.
- 10.3.** In support of these policy outcomes the Supplier shall use all reasonable endeavours to:

- 10.3.1. progress its current and proposed Social Value activities with respect to tackling workforce inequality and improving diversity, and improving health and wellbeing, as set out in , Appendix A (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;
  - 10.3.2. achieve the Gender Balance Improvements;
  - 10.3.3. achieve the Under-Represented Groups Improvements;
  - 10.3.4. comply with the Mental Health Standards;
  - 10.3.5. ensure that all of its Key Subcontractors comply with the requirements set out in Paragraphs 10.3.1 – 10.3.5 in the provision of the Services provided under this Framework Contract and each Call-Off Contract.
- 10.4.** At the end of each Contract Year, the Supplier shall provide to CCS the following:
- 10.4.1. the Social Value Reports; and
  - 10.4.2. (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**).
- 10.5.** The provisions of this Paragraph 10 shall be without prejudice to any other reporting requirements under this Framework Contract including:
- 10.5.1. any obligations under Clause 6 (Record Keeping and Reporting) of the Core Terms;
  - 10.5.2. Rectification Plans issued in accordance with Clause 10.3 of the Core Terms;
  - 10.5.3. Framework Schedule 4 (Framework Management);
  - 10.5.4. 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 10 shall not be a Supplier Default permitting the CCS to terminate the Framework Contract in accordance with Clause 10 of the Core Terms.
- 10.6.** 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:

- 10.6.1. fails to provide any of the Social Value Reports;
  - 10.6.2. fails to provide a Social Value Action Plan in accordance with Paragraph 10.4.2; and/or
  - 10.6.3. fails to implement any actions set out in the Social Value Action Plan together with **Social Value Failure**.
- 10.7.** Any Corrective Action Notice issued pursuant to Paragraph 10.6 shall remain in force until the Supplier remedies the relevant Social Value Failure (**the CAN Period**).
- 10.8.** 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.
- 10.9.** 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.
- 10.10.** In the Framework Contract:
- 10.10.1. 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
  - 10.10.2. 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 9 during the relevant CAN Period).
- 10.11.** Where the Supplier is Excluded under this Framework Contract:
- 10.11.1. 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
  - 10.11.2. it shall:

- (a) not affect the Supplier's general requirement to comply with its duties and obligations under this Framework Contract;
- (b) 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
- (c) not give rise to an extension to the Contract Period.

**10.12.** The Supplier acknowledges and agrees that CCS may share the Social Value Reports with Government Legal Department and with Other Buyers for information.

## **Appendix A: Social Value Measures**

### **PART 1 EQUALITY MEASURES**

CCS requires that Suppliers shall report to us annually - for the twelve months up to each anniversary of the framework commencement date - both the percentage of your firm's total workforce and the percentage of your firm's Partner grade fee earners, with focus on the two following areas:

- Gender Balance Improvements
- Under-Represented Groups

CCS will issue you with a template to complete prior to the report submission date in order to collect this data. Reports shall be submitted to CCS no later than 30 days following each anniversary of contract commencement.

### **PART 2 SOCIAL VALUE IMPROVEMENTS**

As part of the agreement, Suppliers commit to increasing representation of the groups listed at Part 1 above within their workforce as a whole and at Partner grade. Increasing the percentage representation will be considered a Social Value Improvement.

Where no Social Value Improvements have been reported from the prior year, you will report to us the reasons for the lack of improvement and the steps that you have taken - and will take - to increase equality and diversity within your workforce and partnership structure.