

DATED

2022

**NOTTINGHAMSHIRE COUNTY COUNCIL
on behalf of the EM LawShare Consortium**

AND

[Name of Legal Firm]

**FRAMEWORK AGREEMENT FOR THE
PROVISION OF LEGAL SERVICES
2022 – 2026**



Nottinghamshire County Council
Legal Services
Ref: 040149

THIS AGREEMENT is made on the

day of

2022

BETWEEN:-

1. **NOTTINGHAMSHIRE COUNTY COUNCIL, on behalf of the EM LAWSHARE CONSORTIUM**, whose administrative headquarters are at County Hall, West Bridgford, Nottingham, NG2 7QP (“the Authority”); and
2. **[NAME OF LEGAL FIRM]** of **[address]** (“the Service Provider”)

Background

- (1) This Agreement is a Framework Agreement setting out the terms on which the Consortium Members may purchase and the Service Provider will supply to the Consortium Members the Services and the Added Value Services as agreed from time to time by the parties.
- (2) The Consortium Members wish to have performed the Services as defined in this Agreement.
- (3) The Service Provider is willing to perform the Services in accordance with the terms and conditions of this Agreement.
- (4) By way of a process of competitive tender, the Consortium has selected the Service Provider to provide the Services to the Consortium from time to time as required.

Operative Provisions

1. Definitions

In this Agreement (including the Background set out above) the following expressions shall have the following meanings unless inconsistent with the context:-

Expressions	Meaning
Agreement/Framework Agreement	This framework agreement and the schedules;
Added Value Services	The services detailed in Specification that the Legal Partners must individually or collectively deliver to the Consortium Members & the Consortium Co-ordinator
Bribery Act	the Bribery Act 2010 and any subordinate legislation made under that Act from time to time, together with any guidance or codes of practice issued by the relevant government department concerning the legislation;
Commencement Date	1st April 2022;
Commercially Sensitive Information	information: a) relating to the Service Provider, its IPR or its business or information which the Service Provider has indicated to the Consortium Member that, if disclosed by the Consortium Member, would cause the Service Provider significant commercial disadvantage or material financial loss; and b) that constitutes a trade secret.
Completion Pro-Forma	the pro-forma to be completed by the Service Provider in accordance with the Specification and as set out in Schedule 6;
Confidential Information	all information which is obtained or received by the Service Provider or any of its Service Provider Personnel or any Service

	Provider Party whether before or after the date of this Agreement, either in writing, as electronic data, orally or in any other form;
Consortium	the EM LawShare consortium of public bodies who are listed on the website referred to in Schedule 1, and any other public bodies who may join the consortium during the lifetime of this Agreement;
Consortium Co-ordinator	the person appointed by the Consortium Board to act as co-ordinator for the Consortium and this Agreement pursuant to Clause 19;
Consortium Board	a panel of members of the Consortium who administer and manage matters on behalf of the Consortium (membership of which may be amended from time to time);
Consortium Member	any of the public bodies who are members of the EM LawShare Consortium (including the Authority);
Contract	a contract for Services arising by virtue of Clause 4 which forms a direct contractual relationship between the individual Consortium Member and the Service Provider;
Contract Year	1 st April to 31 st March.
Day	a day which is not a Saturday or Sunday or a bank holiday or other public holiday in England save that where "day" is used in this Agreement it shall mean a calendar day;
Expiry Date	31 March 2026;
Feedback Assessment Form	the form to be sent out by the Service Provider to the Consortium Member at the conclusion of a case as set out at Schedule 7;
Fee Earner's Supervisor	the supervisor named on the Instruction Pro-Forma;
Fees	the Service Providers' costs and charges reasonably and properly incurred in performing the Services calculated in accordance with the set hourly rates or other agreed pricing module as specified in Schedule 4, and "Fee" shall be construed accordingly;
FOI Legislation	the Freedom of Information Act 2000, all regulations made under it and the Environment Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;
Force Majeure	<p>any circumstance not within a party's reasonable control including, without limitation:</p> <ul style="list-style-type: none"> a) acts of God, flood, drought, earthquake or other natural disaster; b) epidemic or pandemic; c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; d) nuclear, chemical or biological contamination or sonic boom; e) any law or action taken by a government or public authority, including without limitation imposing an

	<p>export or import restriction, quota or prohibition;</p> <p>f) collapse of buildings, fire, explosion or accident; and</p> <p>g) any labour or trade dispute, strikes, industrial action or lockouts (excluding any labour or trade dispute, strike, industrial action or lockout confined to the Provider's workforce or the workforce of any Subcontractor of the Provider).</p>
Information	information recorded in any form held by the Service Provider on behalf of any Consortium Member;
Information Request	a request for information under the FOI Legislation;
Instructions	requests for Services made by Legal Officers on behalf of their clients;
Instruction Pro-Forma	the pro-forma to be completed by the Service Provider in accordance with the Specification and as set out in Schedule 5;
Intellectual Property Rights	patents, utility models, rights to inventions, copyright and neighbouring and] related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Key Personnel	those persons named in Schedule 8;
Law:	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Service Provider is bound to comply.
Legal Officers	those identified employees of each Consortium Member as notified to the Consortium Co-ordinator and the Service Provider (as may be varied from time to time upon written notification);
Legal Partners	means the Service Provider and the other legal firms appointed by the Consortium under framework agreements to provide Services;
Management Fee	a charge of up to 0.5% of the Service Provider's invoiced income to Consortium Members each Contract Year (net of VAT and disbursements);
Provider Tender	the Service Provider's tender submitted in response to the procurement of this Framework Agreement;;

Month	means a calendar month and “Monthly” shall be construed accordingly;
Ordering Procedures	means the ordering and award procedures specified in Clause 4 and Schedule 3;
Performance Report	The annual performance self-assessment report to be prepared by the Service Provider in accordance with the Specification;
Prohibited Act	<p>the following constitute Prohibited Acts:</p> <ul style="list-style-type: none"> (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to: <ul style="list-style-type: none"> (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function of activity; (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement; (c) committing any offence: <ul style="list-style-type: none"> (i) under the Bribery Act; (ii) under legislation creating offences concerning fraudulent acts; (iii) at common law concerning fraudulent acts relating to this Agreement or any other contract with the Authority; or (iv) defrauding, attempting to defraud or conspiring to defraud the Authority; d) any activity, practice or conduct which would constitute one of the offences listed under (c) above, if such activity, practice or conduct had been carried out in the UK.
Review Meetings	the meetings to monitor and review this Agreement held in accordance with Clause 16 and Schedule 9;
Services	the legal advice and associated services in relation to the Work Areas and more particularly detailed in the Specification to be performed by the Service Provider in accordance with the terms of this Agreement;
Service Provider Key Contact	the person appointed for the Service Provider in accordance with Clause 19
Service Provider Party	the Service Provider’s agents and contractors, including each Sub-Contractor;
Service Provider Personnel	all employees, consultants and contractors of the Service Provider or of any Sub-Contractor;
Specification	the manner in which the Service Provider shall provide the Services as set out in part 1 of Schedule 2;

Statement Requirements	of	a statement issued in accordance with the Ordering Procedures by a Consortium Member setting out the Services it requires;
Sub-Contract		any contract or agreement, or proposed contract or agreement between the Service Provider and any third party whereby that third party agrees to provide to the Service Provider the Services or any part of the Services, or facilities or services necessary for the provision of the Services or any part of the Services, or necessary for the management, direction or control of the Services or any part of the Services;
Sub-Contractor		the third parties that enter into a Sub-Contract with the Service Provider;
Work Area		The ten work areas specified in paragraph 1 of the Specification; and

2. Interpretation

- 2.1 Reference to any gender includes any other gender and the singular includes the plural and vice versa.
- 2.2 The headings to the Clauses and parts of this Agreement and to the Paragraphs of the Schedules are for ease of reference only and shall not affect the construction of this Agreement.
- 2.3 References to any statute or statutory instrument will, unless the context otherwise requires, be construed as including references to that statute or statutory instrument as from time to time amended or to any statute or statutory instrument for the time being replacing, extending, consolidating or amending the same and will include any orders, regulations, instruments or other subordinate legislation made under relevant statute or statutory instrument.
- 2.4 References to “Clauses” and “Schedules” are to clauses of and schedules to this Agreement, and references to “Paragraphs” are to paragraphs in the Schedule in which such references appear.
- 2.5 The Schedules form part of this Agreement and will have the same force and effect as if expressly set out in the body of this Agreement.
- 2.6 Reference to a “person” includes any individual, firm, unincorporated association, body corporate or public authority.
- 2.7 “Comply with” and “compliance” includes observe and perform.
- 2.8 The term “Party” and “Parties” shall mean the Consortium Members (individually or collectively) and the Service Provider as the context so permits or requires.

3. Commencement

This Agreement shall come into effect on the Commencement Date and shall, unless terminated earlier in accordance with Clause 12, continue in force until the Expiry Date.

4. Contracts and Ordering Procedures

- 4.1. This Agreement governs the overall relationship of the Consortium Members with the Service Provider with respect to the supply of Services and Added Value Services and constitutes a standing offer by the Service Provider. In consideration of the Service Provider agreeing to enter into this Agreement and to perform its obligations under it the Authority agrees to pay and the Service Provider agrees to accept on the signing of this Agreement the sum of one pound sterling (£1.00) if demanded.

- 4.2. The Consortium Members shall be entitled (but not required) at any time of this Agreement to issue Instructions to the Service Provider in accordance with the Ordering Procedures. There shall be no obligation on the Consortium Members to give any Instructions or a minimum number of Instructions under this Agreement.
- 4.3. The placing of Instructions under this Agreement by a Consortium Member will lead, in each case, to the creation of a Contract directly between the Consortium Member and the Service Provider on the same terms and conditions of this Agreement.
- 4.4. Any Contract made or arising under this Agreement shall be effective from the date of the Instructions and, unless terminated earlier in accordance with Clause 12, shall continue in force until each of the Parties obligations under the Instructions have been satisfied, whether or not it occurs before the Expiry Date. Where a Party's obligations remain unsatisfied at the Expiry Date, such of the terms of this Agreement as are relevant to the satisfaction of such obligations shall continue in effect until such time as the obligations are satisfied.
- 4.5. Only Legal Officers shall be entitled to issue Instructions. The Service Provider shall not accept Instructions from any other employee of any of the Consortium Members.
- 4.6. All Instructions shall be issued in accordance with the procedures set out in the Ordering Procedures at Schedule 3 and shall be acknowledged by the Service Provider to the Consortium Member using the Instruction Pro-Forma set out at Schedule 5 within 2 Days.

5. Quality Assurance

- 5.1. Throughout the duration of this Agreement and any Contract the Service Provider shall:
 - 5.1.1 discharge its obligations under this Agreement and perform the Services in accordance with its responsibilities under the provisions of the Equalities Act 2010 and any issued codes of practice and/or guidance;
 - 5.1.2 keep proper records and accounts in accordance with Solicitors Regulation Authority requirements including, but not limited to, such records and accounts reasonably necessary to comply with its obligations pursuant to Clause 15;
 - 5.1.3 at all times for the duration of this Agreement employ sufficient persons of sufficient abilities, qualifications competence and skills for the proper performance of its obligations under this Agreement and give notice in writing of any changes to the Key Personnel identified in Schedule 8;
 - 5.1.4 procure that where a code of practice, directive, guidance or regulation is issued by the Law Society the performance of the Services under this Agreement shall be in compliance with such code of practice, directive, guidance or regulation.

6 Performance

- 6.1 The Service Provider shall at all times for the duration of this Agreement and any Contract perform the Services in accordance with:
 - 6.1.1 the terms and conditions of this Agreement;
 - 6.1.2 The Specification;
 - 6.1.3 The Provider Tender (to the extent that they do not conflict with the terms and conditions of this Agreement or the Specification)
 - 6.1.4 All Law (including the Human Rights Act 1998); and
 - 6.1.5 the Instruction Pro-forma.
- 6.2 The Service Provider shall at all times for the duration of this Agreement maintain sufficient resources to fulfil its obligations under this Agreement and any Contract.

- 6.3 Time shall be of the essence for the provision of any Services if the Consortium Member indicates to the Service Provider that this is the case.
- 6.4 The Service Provider shall self-assess its performance of the Services in accordance with the requirements set out in the Specification.
- 6.5 The Consortium Co-ordinator shall review the Service Provider's performance in accordance with the provisions in the Specification.
- 6.6 The Service Provider shall send out the Feedback Assessment Form at the conclusion of a case in accordance with the Specification and using the template set out at Schedule 7. The Consortium Co-ordinator may investigate each case where, in their reasonable opinion, the Service Provider appears to have failed to perform the Services in accordance with the provisions of this Agreement.
- 6.7 The Service Provider shall attend any meeting (including Review Meetings) at the request of the Consortium Co-ordinator or Consortium Board to discuss concerns in performance and agree, all Parties acting reasonably, an action plan to improve the level of the Services provided.
- 6.8 The Service Provider shall attend any meeting at the request of a Consortium Member to discuss concerns in performance and agree, all Parties acting reasonably, an action plan to improve the level of Services provided under a Contract.

7 Service Failure

- 7.1 At Agreement level, without prejudice to any other rights or remedies arising under this Agreement if the Service Provider fails to perform the Services in accordance with this Agreement the Service Provider acknowledges and agrees that the Consortium shall have the right to exercise (in its absolute sole discretion) all or any of the following remedial actions:
 - 7.1.1 the Consortium shall be entitled to serve an improvement notice on the Service Provider to require the Service Provider, to prepare and provide to the Consortium Co-ordinator, an improvement plan within 7 Days of receipt of an improvement notice. . The Consortium Co-ordinator shall be entitled to approve such improvement plan and require that the Service Provider implement such improvement plan as soon as reasonably practicable any failure to agree such an improvement plan shall be subject to the Dispute Resolution Procedure;
 - 7.1.2 the Consortium shall be entitled to require the Service Provider, and the Service Provider agrees to attend, within a reasonable time at the request of the Consortium Co-ordinator one or more meetings with the Consortium Co-ordinator/Consortium Board in order to resolve the issues raised by the Consortium in its notice to the Service Provider requesting such meetings;
 - 7.1.3 the Consortium shall be entitled to suspend the Service Provider from bidding in any further competition and/or entering into any Contract with any Consortium Member until such time as, in the Consortium's absolute sole discretion, the Consortium Co-ordinator is satisfied that the Service Provider has implemented such requirements for improvement as set out in the improvement plan and/or implemented an improvement plan submitted and approved by the Consortium Co-ordinator.
- 7.2 In the event that the Consortium has invoked one or more of the remedies set out in clauses 7.1.1 to 7.1.3 and the Service Provider either:
 - 7.2.1 fails to implement such requirements for improvement as set out in the improvement notice; and/or

7.2.2 fails to implement an improvement plan approved by the Consortium Co-ordinator pursuant to clause 7.1.1; and/or

7.2.3 fails to comply with any reasonable request made by the Consortium within such reasonable timescales as have been specified by the Consortium

then (without prejudice to any other rights and remedies of termination provided for in this Agreement), the Service Provider shall be deemed to be in material default and the Consortium shall be entitled to terminate this Agreement.

7.3 At Contract level without prejudice to any other rights or remedies arising under the Contract if the Service Provider fails to perform the Services in accordance with the Contract, the Service Provider acknowledges and agrees that the Consortium Member shall have the right to exercise (in its absolute sole discretion) all or any of the following remedial actions:

7.3.1 the Consortium Member shall be entitled to serve an improvement notice on the Service Provider to require the Service Provider to prepare and provide to the Consortium Member's Legal Officer, an improvement plan within a reasonable period (as determined by the Consortium Member in consideration of the duration of the Contract). The Consortium Member shall be entitled to approve such improvement plan and require that the Service Provider implement such improvement plan as soon as reasonably practicable any failure to agree such an improvement plan shall be subject to the Dispute Resolution Procedure;

7.3.2 the Consortium Member shall be entitled to require the Service Provider, and the Service Provider agrees to attend, within a reasonable time at the request of the Consortium Member one or more meetings with the Consortium Member in order to resolve the issues raised by the Consortium Member in its notice to the Service Provider requesting such meetings;

7.3.3 if the Consortium Member decides (in its absolute discretion) that an improvement plan/improvement notice is inappropriate or will not resolve the performance failure the Consortium Member may agree a suitable deduction from the Fees payable for the Services received, any failure to agree such a deduction shall be subject to the Dispute Resolution Procedure;

7.3.4 in the event of material default and/or complete breakdown of the relationship between the Consortium Member and the Service Provider, the Consortium Member shall be entitled to engage a replacement provider to complete the Services and recover from the Service Provider all costs associated with procuring such replacement provider and transferring the Services required under the Contract to the replacement provider.

8 Added Value Services

8.1 The Service Provider shall with the other Legal Partners provide the Added Value Services in accordance with the Specification and at no cost to the Consortium Members.

9 Completion of Contracts

9.1 Within 28 Days of completion of a Contract the Service Provider shall:

9.1.1 ensure that any original document created or completed during the Contract shall be returned;

9.1.2 send electronic copies of all completed documents to the Consortium Member;

9.1.3 send the Completion Proforma and Feedback Assessment Proforma to the Consortium Member in accordance with the Specification.

9.1.4 ensure that invoices have been issued for all Services provided under the Contract.

10 Payment and Invoicing

- 10.1 The Fees for Services provided under a Contract shall be agreed in accordance with the ordering procedure detailed in clause 4. The Service Provider shall not depart from that agreed Fee without the prior written consent of the relevant Legal Officer. The Consortium Member shall have the ability (at its absolute discretion) to write off any Fees charged over and above the agreed Fee if consent has not been obtained in advance.
- 10.2 All Fees and payments to be made under this Agreement shall be made in sterling and in accordance with Schedule 4.
- 10.3 All invoices shall be in the manner of and submitted in accordance with the procedures set out at Schedule 4.
- 10.4 No invoices shall be submitted by the Service Provider for payment unless the Instruction Pro-Forma has been completed and sent by the Service Provider to the instructing Consortium Member.
- 10.5 The Service Provider should submit a single invoice for a billing period for a Contract. The Consortium Member shall not accept any subsequent invoices which overlap in date to invoices already provided for Services provided under a Contract.
- 10.6 If any invoices submitted to a Consortium Member does not comply with the requirements set out in Schedule 4 then the Service Provider shall:-
- 10.6.1 be charged an administration fee of £250 and such administration fee shall be provided to the Consortium Member as a credit note to be used against future invoices (unless the relevant Consortium Member chooses at its absolute discretion not to charge this fee);
 - 10.6.2 review and amend the invoice so that it complies with Schedule 4 within 14 days of the Consortium Member notifying the Service Provider that the invoice is non-compliant;
 - 10.6.3 submit the corrected invoice to the Consortium Member within 28 days of the notification received in accordance with clause 10.6.2.
- 10.7 Invoices that are not compliant with Schedule 4 shall not become payable until they have been rectified and resubmitted in accordance with clause 10.6.
- Invoices compliant with Schedule 4 shall be payable 30 days after receipt unless disputed. Where an invoice is disputed by a Consortium Member, the Consortium Member will not be obliged to pay the disputed invoice until the dispute has been resolved in accordance with clause 17 .
- 10.8 The Service Provider must ensure that all invoices for a relevant financial year are submitted to the relevant Consortium Member by the 31st March in that financial year.
- 10.9 All Fees and payments duly and properly incurred (and undisputed) shall be the liability of the Consortium Member under the Contract formed directly between the Consortium Member and the Service Provider and the Authority shall have no liability in regard to any Fees incurred by a Consortium Member other than under its own Contracts.
- 10.10 Where the Service Provider enters into a Subcontract with a supplier or contractor for the purpose of performing a Contract, it shall cause a term to be included in such a Subcontract that requires payment to be made of undisputed sums by the Service Provider to the Subcontractor within a specified period not exceeding 30 days from the receipt of a valid invoice, as defined by the Subcontract requirements.

11 Warranties

The Service Provider warrants that it shall perform its obligations under this Agreement and any Contract and provide or procure the provision of the Services at all times in a professional manner and with reasonable skill and care appropriate to, and in a manner commensurate with, the provision of such services to local authorities.

12 Termination

12.1 Termination of this Agreement

12.1.1 Without Prejudice to the remedies available to the Consortium in clause 7.1 the Consortium (acting through the Consortium Board following consultation with Consortium Members) or the Service Provider may terminate this Agreement by notice in writing to the other if the other of them is in material breach of this Agreement and shall have failed (where the breach is capable of remedy) to remedy the breach within 20 Days of the receipt of a request in writing from the Party not in breach to remedy the breach, such request setting out the breach and indicating that failure to remedy the breach may result in termination of this Agreement.

12.1.2 The Consortium (acting through the Consortium Board) may terminate this Agreement if there is at any time any significant change to the identity of the Key Personnel or if the Service Provider:

12.1.2.1 sells or merges with another person all or any part of its business as lawyers; or

12.1.2.2 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986; or

12.1.2.3 is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or

12.1.2.4 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income; or

12.1.2.5 has anything similar or analogous happen in relation to it in any jurisdiction outside England and Wales; or

12.1.2.6 is in material breach of a Contract which has been terminated by the relevant Consortium Member.

12.1.3 The Consortium (acting through the Consortium Board) may terminate this Agreement if any provisions of Regulation 73(1) of the Public Contracts Regulations 2015 apply.

12.2 Termination of a Contract

12.2.1 Without prejudice to the remedies available in clause 7.3 the relevant Consortium Member may terminate any Contract formed under this Agreement if they, in their sole opinion, feel the Services being delivered by the Service Provider have fallen below a standard which they deem to be acceptable.

12.2.2 The relevant Consortium Member may terminate any Contract if any of the provisions contained in clause 12.1.2 apply.

12.2.3 The relevant Consortium Member may terminate any Contract if any provisions of Regulation 73(1) of the Public Contracts Regulations 2015 apply.

13 Suspension of Service Provider

13.1 Without prejudice to the Authority's rights to terminate the Agreement in clause 12.1

above, if a right to terminate this Agreement arises in accordance with clause 12, or if the Service Provider breaches the data processing obligations set out in clause 22.16, the Authority may suspend the Service Provider's right to receive Instructions from the Consortium Members by giving notice in writing to the Service Provider.

- 13.2 If the Authority provides notice to the Service Provider in accordance with this clause, the Service Provider's appointment shall be suspended for the period set out in the notice or such other period notified to the Provider by the Authority in writing from time to time.

14 Consequences of Termination

- 14.1 Following termination of this Agreement through expiry, the Service Provider shall complete, on the terms of this Agreement, any Contracts entered into during the period of this Agreement.
- 14.2 Following termination of this Agreement by the Consortium pursuant to Clause 7.2 or Clause 12.1, the Consortium Members shall have an option, exercisable by written notice to the Service Provider within 20 Days of such termination, either to terminate forthwith any Contracts entered into prior to such termination or to require the Service Provider to complete the performance of any such Contracts on the terms of this Agreement, and the Service Provider shall comply with any such notice.
- 14.3 The termination of this Agreement howsoever arising is without prejudice to the rights, duties and liabilities of the Parties accrued prior to termination.
- 14.4 The Clauses in this Agreement which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination which shall include but not be limited to Clauses 11, 15, 18, 22.10, 22.15, 22.16, and 22.17.
- 14.5 Each of the Parties shall return to the other of the Parties any documents in its possession or control which contain or record any of the Confidential Information of the other Party.

15 Audit Access

The Consortium Member's auditors may, upon giving not less than 5 Days previous notice in writing, examine and at their own cost take copies of such documents as they may reasonably require which are owned, held or otherwise within the control of the Service Provider (who shall procure that any person acting on its behalf who has such documents and/or other information shall also provide reasonable access) and may require the Service Provider to produce such oral or written explanation as he reasonably and properly considers necessary.

16 Reports & Review Meetings

- 16.1 The arrangements and objectives for the Review Meetings are specified in Schedule 9 and the Parties shall comply with the same.
- 16.2 The Service Provider shall prepare and send to the Consortium Co-ordinator the annual Performance Report in accordance with the Specification.

17 Dispute Resolution Procedure

17.1 Fast Track Procedure

- 17.1.1 Prior to any dispute, difference or disagreement being referred to adjudication pursuant to Clause 17.2 the Parties shall seek to resolve the matter as follows:
- 17.1.1.1 in the first instance the matter shall be considered by the instructing Consortium Member and the Fee Earner's Supervisor, but if they are not able to resolve the matter within 30 days then:
- 17.1.1.2 the matter shall be referred to the Consortium Co-ordinator and the Service Provider's Key Contact but if they are not able to resolve

the matter within 30 days (and it is expected that this will only be the case on rare occasions in extreme circumstances), then:

- 17.1.1.3 the matter shall be referred for consideration to the Consortium Board and the senior partner of Service Provider.

17.2 Adjudication

17.2.1 The Consortium or the Service Provider may refer any dispute or difference arising hereunder to adjudication by a single adjudicator to be agreed between the Parties or failing agreement within 14 days to be appointed by the president for the time being of the Law Society. The decision of the adjudicator shall remain binding and enforceable unless and until a different ruling is made pursuant to a decision of the Court made by either Party pursuant to Clause 17.2.2 or the Parties agree otherwise.

17.2.2 In the event of any relevant Party being dissatisfied with the adjudicator's decision then the relevant Party may serve a written notice on the other Party within 28 days of receipt of the adjudicator's decision of its intention to commence legal proceedings in the English Courts.

17.3 Continuance of Obligations

Unless this Agreement has already been terminated or repudiated, notwithstanding the reference of any dispute or difference for resolution under this Clause 17, each of the Parties shall continue to perform, observe and comply with their respective obligations under this Agreement.

18 Indemnity, Insurance and Liability

18.1 The Authority shall not be liable to the Consortium for acts or omissions of the Service Provider. The Service Provider shall indemnify the Consortium fully against all actions, proceedings, costs, fees, claims, demands, liabilities, losses and expenses whatsoever arising under any statute or at common law in respect of, without limitation, any damage which arises as a consequence of the neglect or default of the Service Provider, to property, real or personal, (including any infringement of third party Intellectual Property Rights) and any injury to persons, including injury resulting in death, arising out of or in the course of or in connection with the performance of, or failure to perform, or breach of any of its obligations under this Agreement and in particular resulting in any failure to perform the Services and/or negligent advice given by the Service Provider under any Contract (except insofar as such damage or injury shall be due to the negligence of or breaches of this Agreement by the Consortium Members).

18.2 The Service Provider agrees to indemnify and keep indemnified and defend at its own expense the Consortium against all costs, claims, damages or expenses incurred by the Consortium or for which the Consortium may become liable due to any failure by the Service Provider or its employees or agents to comply with any of its data processing obligations under clause 22.16 of this Agreement.

18.3 The Service Provider shall (but without limiting its obligations and responsibilities under the indemnity given by the Service Provider in this Clause) insure against any liabilities which may occur arising out of the execution of or in carrying out this Agreement including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Service Provider. Such insurance shall be effected with an insurer and be for:

- 18.3.1 at least the sum of ten million pounds (£10,000,000) Professional Indemnity Insurance for any one claim or series of claims unlimited in any one period of insurance or for any higher amount specified by the Council and shall ensure

that all professional consultants or Sub-Contractors involved in the provision of the Services hold and maintain appropriate cover;

- 18.3.2 at least the sum of one million pounds (£1,000,000) Public Liability Insurance for any one claim or series of claims unlimited in any one period of insurance or for any higher amount specified by the Council.
- 18.4 The Service Provider shall maintain all required insurances for a minimum period of 7 years following the Expiry Date.
- 18.5 The Service Provider shall at the request of the Consortium (acting through the Consortium Co-ordinator) from time to time produce forthwith such evidence as the Consortium may reasonably require that the Service Provider has complied with its obligation under Clause 18.3, which evidence shall include the insurance policies and receipts for the payment of current premiums PROVIDED ALWAYS that if the Service Provider fails upon request to produce to the Consortium satisfactory evidence that there is in force any of the insurance policies required by Clause 18.3 the Consortium may effect and keep in force any such insurance and the Service Provider shall pay to the Consortium on written demand as a debt any sums expended by it for such purpose.
- 18.6 Neither the Service Provider nor the Consortium Members excludes or limits their liability for:-
 - 18.6.1 death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors;
 - 18.6.2 fraud or fraudulent misrepresentation by it or its employees.
 - 18.6.3 breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - 18.6.4 any liability to the extent it cannot be limited or excluded by Law.
- 18.7 Subject to clause 18.6, in no event shall either the Service Provider or Consortium Member be liable to the other for any:-
 - 18.7.1 loss of profits;
 - 18.7.2 loss of business;
 - 18.7.3 loss of revenue;
 - 18.7.4 loss of or damage to goodwill;
 - 18.7.5 loss of savings (whether anticipated or otherwise); and/or
 - 18.7.6 any indirect or consequential loss or damage.
- 18.8 The Consortium Member may, amongst other things, recover as a direct loss:-
 - 18.8.1 any additional operational and/or administrative expenses arising from the Service Provider's default;
 - 18.8.2 any wasted expenditure or charges rendered unnecessary and/or incurred by the Consortium Member arising from the Service Provider's default; and
 - 18.8.3 the additional cost of procuring replacement Services following termination of the Contract as a result of a default by the Service Provider.
- 18.9 The Service Provider and Consortium Members shall at all times take all reasonable steps to minimise and mitigate any loss or damage for which the relevant party is entitled to bring a claim against the other party pursuant to this Agreement or any Contract. Subject to clause 18.6, the Consortium Members total aggregate liability in respect of all other claims, losses or damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with this agreement (other than

a failure to pay any of the Fees that are properly due and payable and for which the Consortium Member shall remain fully liable), shall in no event exceed the Fees paid under or pursuant to the relevant Contract.

19 Authorised Representatives

19.1 Appointment

The Service Provider shall appoint an individual to be the Service Provider's key contact within 5 Days of the Commencement Date and inform the Consortium Coordinator who it is. The Consortium has appointed a Consortium Co-ordinator to act as their key contact.

19.2 Status

19.2.1 The Service Provider's Key Contact shall be the duly authorised representative of the Service Provider and the Consortium Co-ordinator shall be the duly authorised representative of the Consortium for all purposes connected with this Agreement.

19.2.2 Any notice, information, instruction or other communication given or made to the Service Provider's Key Contact or to the Consortium Co-ordinator shall be deemed to have been given or made to the Service Provider or the Consortium (as the case may be), provided that it has been given, made or subsequently recorded in writing.

19.3 Notification

19.3.1 Following appointment under Clause 19.1 above, the Service Provider shall forthwith give notice in writing to the Consortium Coordinator of the identity of the person appointed as the Service Provider's Key Contact and of any subsequent appointment.

19.3.2 Until notice of a subsequent appointment or of revocation of a current appointment shall have been given the Parties shall be entitled to treat the Consortium Co-ordinator and the Service Provider's Key Contact as the persons last notified.

19.4 Availability and Performance

The Consortium and the Service Provider shall respectively ensure that their authorised representatives or a competent deputy are available at all times when the Services are being provided.

20 Management Fee

20.1 The Consortium will during the period of the Agreement levy a Management Fee in respect of each of the four Contract Years.

20.2 Prior to or immediately after the end of each Contract Year the Consortium Co-ordinator will issue to the Service Provider an annual usage return spreadsheet requiring the following information;

20.2.1 the total invoiced income from Consortium Members for that Contract Year less VAT and disbursements

20.2.2 for each Consortium Member the invoiced sum in respect of each of the ten Work Areas for that Contract Year less VAT and disbursements.

20.3 Within two months of the end of the previous Contract Year the Service Provider shall complete and return to the Consortium Co-ordinator and Authority the annual usage return sheet referred to in clause 20.2.

20.4 Within 30 days of being notified by the Authority or Consortium Co-ordinator the Service Provider shall pay the Management Fee due to the Authority in respect of the previous Contract Year in the manner directed

21 Contract Spend Monitoring

21.1 The Service Provider shall assist the Authority with monitoring the overall value of Contracts made under this Framework Agreement by providing the following information within 28 days of written request from the Authority:

21.1.1 total invoiced income from all Consortium Members under this Framework Agreement less VAT and disbursements for the period stated in the request (which will require no more frequent than quarterly reports);

Provided that the Authority shall not make requests for this information during the first Contract Year.

22 General Provisions

The provisions in this clause 22 shall apply to this Agreement and any Contract let under it.

22.1 Contracts (Rights of Third Parties) Act 1999

Save for each Consortium Member, nothing in this Agreement confers or purports to confer any right to enforce any of its terms on any person who is not a Party to it.

22.2 Assignment & Sub-contracting

22.2.1 The Authority shall be entitled to novate the Agreement to any other body which substantially performs any of the functions that previously had been performed by the Authority.

22.2.2 A Consortium Member shall be entitled to novate a Contract to any other body which substantially performs any of the functions that previously had been performed by that Consortium Body.

22.2.3 Provided that the Authority has given prior written consent, the Service Provider shall be entitled to novate the Agreement where there has been a universal or partial succession into the position of the Service Provider, following a corporate restructuring, including takeover, merger, acquisition or insolvency, by another economic operator that meets the criteria for qualitative selection applied in the procurement process for the award of this Agreement.

22.2.4 Provided that the relevant Consortium Member has given prior written consent, the Service Provider shall be entitled to novate any Contracts where there has been a universal or partial succession into the position of the Service Provider, following a corporate restructuring, including takeover, merger, acquisition or insolvency, by another economic operator that meets the criteria for qualitative selection applied in the procurement process for the award of this Agreement.

22.2.5 The Service Provider may not sub-contract the performance of any part of the Services without the prior written consent of the Consortium acting through the Consortium Co-ordinator. Such consent being conditional on:-

22.2.5.1 The Service Provider using no more than 3 sub-contractors for the performance of the Services;

- 22.2.5.2 The proposed sub-contractor being Lexcel (or suitable equivalent) accredited;
- 22.2.5.3 Any such sub-contracting shall not in any way relieve the Service Provider from its liabilities hereunder and the Service Provider shall be and shall remain fully responsible in respect of the Service notwithstanding such sub-contracting.
- 22.2.6 The Service Provider may only authorise a Sub-Contractor to process the Personal Data:
 - 22.2.6.1 subject to the relevant Consortium Member's prior written consent where the Service Provider has supplied the Consortium Member with full details of such Sub-Contractor and any such guarantees or information the Consortium Member requires about the Sub-Contractor's ability to process the Personal Data in accordance with the requirements set out in this Agreement;
 - 22.2.6.2 provided that the Sub-Contractor's contract is in writing and contains provisions which are no less onerous on the Sub-Contractor as those imposed on the Service Provider under this Agreement and (as may be the case) in accordance with any additional terms or instructions relating to the processing of the Personal Data as may be specified by the Consortium Member; and
 - 22.2.6.3 provided that the Sub-Contractor's contract terminates automatically on termination of a relevant Contract for any reason.
- 22.2.7 Unless otherwise stated to the contrary, any reference to the Service Provider in this Agreement shall include the Sub-Contractor. Notwithstanding any Sub-contracting permitted hereunder, the Service Provider shall remain primarily responsible for the acts and omissions of its Sub-contractors as though they were its own.

22.3 Waiver

- 22.3.1 No failure or delay on the part of any Party to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy.
- 22.3.2 No waiver of any breach or default under this Agreement or any of the terms hereof shall be effective unless such waiver is given in writing and has been signed by the Party waiving its entitlement. No waiver of any breach or default, in accordance with this Clause 22.3, shall constitute a waiver of any other or subsequent breach or default.

22.4 Variation

- 22.4.1 No modification, variation or amendment of any provision in this Agreement shall be effective unless:
 - 22.4.1.1 the Consortium Co-ordinator notifies the Service Provider in writing that it wishes to vary the terms of this Agreement and provides the Service Provider with full written details of any such proposed change; and
 - 22.4.1.2 the Consortium Co-ordinator and the Key Contact, acting reasonably, agree in writing to the variation and a written variation agreement is signed by the Authority and the Service Provider.

provided that the proposed variation does not amount to a material change in the Agreement or the Services.

- 22.4.2 If, by the date 30 Days after notification was given under Clause 22.4.1.1 no agreement is reached by the Parties acting reasonably in relation to any variation requested, the Consortium (acting through the Consortium Board) may, by giving written notice to the Service Provider, either:
 - 22.4.2.1 agree that the Parties shall continue to perform their obligations under this Agreement without the variation; or
 - 22.4.2.2 terminate this Agreement with immediate effect.
- 22.4.3 No modification, variation or amendment of any provision in a Contract shall be effective unless:
 - 22.4.3.1 the Consortium Member notifies the Service Provider in writing that it wishes to vary the terms of the Contract and provides the Service Provider with full written details of any such proposed change; and
 - 22.4.3.2 the Consortium Member and the Key Contact, acting reasonably, agree in writing to the variation and a written variation agreement is signed by the Consortium Member and the Service Provider.
- 22.4.4 If, by the date 20 Days after notification was given under Clause 22.4.1.1 no agreement is reached by the Parties acting reasonably in relation to any variation requested, the Consortium (acting through the Consortium Board) may, by giving written notice to the Service Provider, either:
 - 22.4.4.1 agree that the Parties shall continue to perform their obligations under the Contract without the variation; or
 - 22.4.4.2 terminate the Contract with immediate effect.

22.5 Invalid Clauses

If this Agreement is held to be invalid, amendments to this Agreement may be made by the addition or deletion of wording as appropriate to remove the invalid part or provision but otherwise retain the provision and the other provisions of this Agreement to the maximum extent permissible under applicable law.

22.6 No Agency

- 22.6.1 No Party shall act or describe itself as the agent of the others, nor shall it make or represent that it has authority to make any commitments on the others' behalf in particular:
 - 22.6.1.1 The employees of the Service Provider are not and shall not hold themselves out to be and shall not be held out by the Service Provider as being agents of the Consortium or any Consortium Member for any purpose whatsoever;
 - 22.6.1.2 The Service Provider is not and shall in no circumstances hold itself out as being an agent of the Consortium or any of the Consortium Members;
 - 22.6.1.3 The Service Provider is not and shall in no circumstances hold itself out as being authorised to enter into any contract on behalf of the Consortium or a Consortium Member, or in any way to bind the Consortium or a Consortium Member to the performance, variation, release or discharge of any obligation.

22.7 Notices

22.7.1 Any notice required or authorised to be given by one Party (the “Notifying Party”) to another Party (the “Notified Party”) under the Agreement or a Contract shall be in writing and shall either be delivered personally or sent by first class pre-paid post or by electronic mail to the Notified Party at the address stated below or such other address as may be specified by the Notifying Party from time to time, and such notice should be marked for the attention of:

22.7.1.1 **For the Consortium:** Consortium Co-ordinator c/o Legal Services, Nottinghamshire County Council, County Hall, Loughborough Road, West Bridgford, Nottingham, NG2 7QP,

Email: sl.emlawshare@yahoo.com;

22.7.1.2 **For the relevant Consortium Member:** the Legal Officer at the address/email address provided when Instructions were issued;

22.7.1.3 **For the Service Provider:** the Service Provider Key Contact at the address stated at the beginning of this Agreement,

Email: [insert provider key contact email address]

respectively.

22.7.2 Notices shall be deemed duly served:

22.7.2.1 in the case of a notice delivered personally at the time of delivery; or

22.7.2.2 in the case of a notice sent by first class pre-paid post, two clear Days after being posted; or

22.7.2.3 in the case of an electronic mail, if sent during normal business hours then at the time of that transmission and if sent outside normal business hours then on the next following Day provided (in each case) that a confirmatory copy is sent by first class pre-paid post or by hand by the end of the next Day.

22.7.3 All Parties shall promptly notify the other relevant Parties upon any change of address occasioned during the continuation of the Agreement or Contract respectively.

22.8 Change of Address

Each of the Parties shall give notice to the other of the change or acquisition of any address at the earliest possible opportunity but in any event within 48 hours of such change or acquisition.

22.9 Law and Jurisdiction

The validity, construction and performance of this Agreement shall be governed by English Law and both Parties submit to the exclusive jurisdiction of the English courts.

22.10 Further Action

Each Party agrees to execute, acknowledge and deliver such further instruments and do all further similar acts as may be necessary or appropriate to carry out the purposes and intent of this Agreement.

22.11 Announcements

The Service Provider shall not make any press or other public announcement concerning any aspect of this Agreement, or make any use of the name of the Consortium or any Consortium Member in connection with or in consequence of this Agreement, without the prior written consent of the Consortium Co-ordinator.

22.12 Entire Agreement and Service Provider's Terms

22.12.1 This Agreement, the schedules and the documents annexed to or otherwise referred to in it contains the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior oral or written agreements, arrangements or understandings between the parties provided that nothing in this clause shall operate to exclude any liability for fraud. The Parties acknowledge that they are not relying on any representation, agreement, term or condition which is not set out in this Agreement.

22.11.2 The terms and conditions of this Agreement shall override any payment terms or other contractual conditions of the Service Provider with regard to Services to be performed pursuant to this Agreement.

22.13 Counterparts

This Agreement may be executed in two counterparts each of which shall be deemed an original but the counterparts shall together constitute one and the same agreement.

22.14 Force Majeure

22.14.1 Provided it has complied with the remaining provisions of this Clause 22, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations.

22.14.2 The corresponding obligations of the other party will be suspended to the same extent as those of the Affected Party.

22.14.3 The Affected Party shall:

22.14.3.1 as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and

22.14.3.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event.

22.14.4 An Affected Party cannot claim relief if the Force Majeure Event is attributable to the Affected Party's wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event. The Supplier cannot claim relief if the Force Majeure Event is one which, in accordance with Best Industry Practice, the Supplier should have foreseen and provided for the cause in question.

22.14.5 The Affected Party shall notify the other party in writing as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this agreement. Following such notification, this agreement shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the parties.

22.14.6 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 60 days, the party not affected by the Force Majeure Event may terminate this agreement by giving 14 days' notice to the Affected Party.

22.15 Prevention of Bribery

22.15.1 The Service Provider:

22.15.1.1 shall not, and shall procure that any Service Provider Party and all Service Provider Personnel shall not, in connection with this Agreement commit a Prohibited Act;

22.15.1.2 warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Authority or a Consortium Member, or that an agreement has been reached to that effect, in connection with the execution of this Agreement, excluding any arrangement of which full details have been disclosed in writing to the Authority/Consortium Member before execution of this Agreement.

22.15.2 The Service Provider shall:

22.15.2.1 if requested, provide the Authority/Consortium Member with any reasonable assistance, at the Authority/Consortium Member's reasonable cost, to enable the Authority/Consortium Member to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;

22.15.2.2 within 30 Days of the Commencement Date, and annually thereafter, certify to the Authority in writing compliance with this Clause 22.15 by the Service Provider and all persons associated with it or other persons who are supplying goods or services in connection with this Agreement. The Service Provider shall provide such supporting evidence of compliance as the Authority may reasonably request.

22.15.3 The Service Provider shall have an anti-bribery policy (which shall be disclosed to the Authority) to prevent any Service Provider Party or Service Provider Personnel from committing a Prohibited Act and shall enforce it where appropriate.

22.15.4 If any breach of Clause 22.15.1 is suspected or known, the Service Provider must notify the Authority/Consortium Member immediately.

22.15.5 If the Service Provider notifies the Authority/Consortium Member that it suspects or knows that there may be a breach of Clause 22.15.1 the Service Provider must respond promptly to the Authority/Consortium Member's enquiries, co-operate with any investigation and allow the Authority/Consortium Member to audit books, records and any other relevant documentation.

22.15.6 The Authority may terminate this Agreement, or a Consortium Member may terminate a Contract(s) by written notice with immediate effect if the Service Provider, Service Provider Party or Service Provider Personnel (in all cases whether or not acting with the Service Provider's knowledge) breaches Clause 22.15.1. In determining whether to exercise the right of termination under this Clause 22.15.6, the Authority/Consortium Member shall give all due consideration, where appropriate, to action other than termination of this Agreement unless the Prohibited Act is committed by the Service Provider or a senior officer of the Service Provider or by an employee, Sub-Contractor or supplier not acting independently of the Service Provider. The expression "not acting independently of" (when used in relation to the Service Provider or a Sub-Contractor) means and shall be construed as acting:

- 22.15.6.1 with the authority; or,
 - 22.15.6.2 with the actual knowledge;
 - of any one or more of the directors of the Service Provider or the Sub-Contractor (as the case may be); or
 - 22.15.6.3 in circumstances where any one or more of the directors of the Service Provider ought reasonably to have had knowledge.
- 22.15.7 Any notice of termination under Clause 22.15.6 must specify:
- 22.15.7.1 the nature of the Prohibited Act;
 - 22.15.7.2 the identity of the party whom the Authority/Consortium Member believes has committed the Prohibited Act; and
 - 22.15.7.3 the date on which this Agreement or the relevant Contract(s) will terminate.
- 22.15.8 Despite Clause 17 (Disputes Resolution Procedure), any dispute relating to:
- 22.15.8.1 the interpretation of this Clause 22.15; or,
 - 22.15.8.2 the amount or value of any gift, consideration or commission,
- shall be determined by the Authority/Consortium member as the case may be and its decision shall be final and conclusive.
- 22.15.9 Any termination under Clause 22.15.6 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Authority/Consortium Member.

22.16 Data Protection

- 22.16.1 The Service Provider shall (and shall procure that any of its Service Provider Personnel involved in the provision of the Agreement) comply with any requirements under the Data Protection Legislation set out in Schedule 10 and the Authority, the Consortium or a Consortium Member will duly observe all their obligations under the Data Protection Legislation, which arise in connection with this Agreement or any Contract.

22.17 Confidentiality and Freedom of Information

- 22.17.1 Subject to Clause 22.17.2, the Service Provider agrees:
 - 22.17.1.1 to keep the Confidential Information in strict confidence and secrecy and not to disclose the Confidential Information to any third party (save as permitted by Clause 22.17.2);
 - 22.17.1.2 not to use the Confidential Information save for enjoying its rights and complying with its obligations under this Agreement or any Contract;
 - 22.17.1.3 to restrict the disclosure of the relevant and necessary parts of the Confidential Information to such of its Service Provider Personnel who of necessity need the same in the performance of their duties as envisaged by this Agreement and in such circumstances to ensure that such Service Provider Personnel are aware of the confidential nature of the Confidential Information and keep the same strictly confidential.

- 22.17.2 The Service Provider shall be entitled in good faith to divulge any Confidential Information without the approval of the Consortium (acting through the Consortium Co-ordinator) in relation to this Agreement or without the approval of the Consortium Member (acting through its instructing Legal Officer) in relation to a Contract :
- 22.17.2.1 to the extent that the Confidential Information is in the public domain otherwise than by breach of this Clause 22.17;
 - 22.17.2.2 to the extent that the Confidential Information is required to be disclosed by the Service Provider by law or otherwise in legal proceedings (which shall include any requirement of an expert or adjudicator) or by a regulatory authority; and
 - 22.17.2.3 to the extent that the Confidential Information needs to be disclosed by the Service Provider for the purposes of obtaining professional advice in connection with this Agreement (but only on the basis that it is disclosed in absolute confidence);
- 22.17.3 The Service Provider acknowledges that each Consortium Member is subject to the FOI Legislation and agrees to assist and co-operate with each Consortium Member at no additional cost or charge to the Consortium Member to enable the Consortium Member to comply with its obligations under the FOI Legislation relevant to the Agreement.
- 22.17.4 Without prejudice to the generality of Clause 22.17.3, the Service Provider shall, and shall procure that its Sub-Contractors (as may be approved by the Consortium Co-ordinator under Clause 22.2.4) shall:
- 22.17.4.1 transfer to the relevant Consortium Member all Information Requests that they receive as soon as practicable and in any event within 2 Days of receiving an Information Request; and
 - 22.17.4.2 in relation to Information held by the Service Provider or Sub-Contractor on behalf of the Consortium Member, provide the Consortium Member with details about and/or a copy of all such Information that the Consortium Member requests and such Information shall be provided within 5 Days of a request from the Consortium Member, and in such form as the Consortium Member may reasonably specify.
- 22.17.5 The Service Provider acknowledges that each Consortium Member is responsible for determining, at its absolute discretion (but having regard to any guidance or codes of practice issued by the Information Commissioner or the Department of Constitutional Affairs) whether Information is exempt information under the FOI Legislation and for determining what Information will be disclosed in response to an Information Request in accordance with the FOI Legislation. The Service Provider shall not itself respond to any person making an Information Request, save to acknowledge receipt, unless expressly authorised to do so by the Consortium Member.
- 22.17.6 The Service Provider acknowledges that each Consortium Member may be obliged under the FOI Legislation to disclose Information without consulting the Service Provider.
- 22.17.7 In relation to any Information Request involving Information held by or relating to the Service Provider, each Consortium Member acknowledges that they will, when handling such a Request and wherever practicable, notify the Service Provider and will have due regard to any representation made by the

Service Provider to the effect that any such Information is commercially sensitive or confidential.

- 22.17.8 For the avoidance of doubt, the provisions of this Clause 22.17 shall be directly enforceable by individual Consortium Members and shall survive any termination of this Agreement.

22.18 Modern slavery

To the extent that the Modern Slavery Act 2015 may apply to the Service Provider, the Service Provider:

- 22.18.1 represents and warrants that it is compliant with its obligations under the Modern Slavery Act 2015 and that neither the Service Provider nor any of its officers, employees or other persons associated with it:
- 22.18.1.1 have been convicted of any offence involving slavery and human trafficking;
 - 22.18.1.2 have been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 22.18.2 shall implement due diligence procedures for its own suppliers, sub – contractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

22.19 Intellectual Property Rights

- 22.19.1 In the absence of prior written agreement by the Consortium Member to the contrary, all Intellectual Property Rights created by the Service Provider or any employee, agent or subcontractor of the Service Provider:
- 22.19.1.1 in the course of performing the Services; or
 - 22.19.1.2 exclusively for the purpose of performing the Services;
- shall vest in the Service Provider who shall grant to the Consortium Member a non-exclusive, free of charge, unlimited, transferable, irrevocable licence to use, exploit and sub-licence the same.
- 22.19.2 The Service Provider shall indemnify the Consortium Member against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the availability of the Services, except to the extent that they have been caused by or contributed to by the Consortium Member's acts or omissions.
- 22.19.3 The Service Provider shall not without the written consent of the Consortium Member have the right to use that members name, logo or branding. The Service Provider shall not without the written consent of the Consortium Co-ordinator have the right to use the Consortium name logo or branding.

22.20 Complaints

The Service Provider shall operate a complaints handling procedure in accordance with Solicitor Regulation Authority guidelines.

22.21 Transparency

- 22.21.1 In order to comply with the Government's policy on transparency in the areas of contracts and procurement the Consortium Members are required to publish information on its website detailing any item of expenditure over £500 and any contract with a value that exceeds £5,000. The information published will include the Service Provider's details and the Fees to be paid. The Service Provider and Consortium Member acknowledge that this information is not Confidential Information or Commercially Sensitive Information.
- 22.21.2 The Service Provider and Consortium Member acknowledge that, except for any information which is exempt from disclosures in accordance with the provisions of the FOI Legislation, the content of any Contract is not Confidential Information or Commercially Sensitive Information. The Consortium Member shall be responsible for determining at its absolute discretion whether any of the content of a Contract is for disclosure in accordance with the FOI Legislation. Notwithstanding any other term of a Contract, the Service Provider hereby gives his consent for the Consortium Member to publish the Contract in its entirety (but with any information which is exempt from disclosure in accordance with the FOI Legislation redacted) including from time to time agreed changes to any Contract, to the general public.

22.22 Rights and Remedies

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

22.23 Conflicts of Interest

The Service Provider shall comply with its obligations in the Specification regarding conflicts of interest.

22.24 Whistleblowing

- 22.24.1 The Service Provider shall ensure that it has a whistleblowing procedure which shall be approved by the Consortium Board from time to time.
- 22.24.2 The Service Provider confirms that the Consortium Member is authorised as a person whom its staff may make a qualifying disclosure under the Public Interest Disclosure Act 1998 and declares that any of its staff making a protected disclosure (as defined by the said Act) shall not be subjected to any detriment and its staff will be made aware of this provision. The Service Provider further declares that any provision in any contract purporting to preclude a member of its staff from making a protected disclosure is void.
- 22.24.3 The Service Provider shall ensure that staff employed by the Service Provider in connection with this agreement (including any Subcontractor staff) are aware of the Consortium Member's whistle blowing policy (available on their website) and the arrangements to be followed in the event of them having any concerns and wishing to make a disclosure pursuant to the policy.
- 22.24.4 The Service Provider shall notify a Consortium Member if it has reason to suspect (as a result of its provision of Services) any wrongdoing arising in that member's organisation.

22.25 No Partnership

Nothing in this Agreement shall be construed as creating a partnership or a contract of employment between the Authority, Consortium and the Service Provider.

IN WITNESS whereof this Agreement has been entered into as a deed the day and year first above written by the signatures of their authorised representatives

The COMMON SEAL of)

THE NOTTINGHAMSHIRE COUNTY)

COUNCIL was hereunto affixed)

In the presence of:)

.....

Authorised Signatory

Print name

Position

EXECUTED AS A DEED by **[NAME OF SERVICE PROVIDER]** by

..... (Signature)

Print name

Position

Witness Signature

Witness name

Witness occupation

Witness address

Schedule 1: Consortium Members

A full list of Consortium Members can be found via :
<https://emlawshare.co.uk/directory/>

Schedule 2: Part 1 - Service Specification

[to be inserted at contract award]

Schedule 2: Service Specification

1. The Services

In accordance with the Ordering Procedure set out in Schedule 3 of the Agreement the Service Provider shall provide legal services to the Consortium Members in the following 10 Work Areas:

For all 10 Areas: Advice, representation and support

Also covered would be legal services in relation to matters arising out of or related to the matter in question including litigation and other forms of dispute resolution.

Administrative & Corporate Governance

Including but not limited to:

- Governance;
- Constitutional and Administrative law (including RIPA);
- Information and data governance (including Freedom of Information, GDPR and Environmental Regs);
- Advice on statutory duties and functions (including Localism Act and Whistleblowing);
- Advice on policies, procedures and consultation requirements;
- Standards and Member conduct issues;
- Monitoring officer advice and support (including Statutory Officer role and dismissal);
- Police and Crime Panel and Police and Crime Commissioner;

Adult Services

Including but not limited to:

- Adult social care law;
- Deprivation of Liberty Safeguards;
- Adult Social Care Finance matters including but not limited to advice and assistance with financial assessments and charging policies, disabled facilities grant top ups, deferred payments, adult social care fees and security and recovery thereof and any related Trusts, Wills and Probate and any other ancillary/associated private client issues;
- Direct payment issues;
- Advice on statutory duties and functions, policy, procedure and consultation;
- Public health functions (as applicable to local government);
- Guardianship & court of protection matters (including purchase or sale of land and assets);
- Coroners Inquests;

Civil Litigation (including personal injury)

Including any civil litigation not already included in the other Works areas, for example but not limited to:

- Personal injury litigation;
- Property litigation including building disputes and possession proceedings;
- Dispute resolution such as in relation to property disputes and commercial matters;
- Public law matters such as judicial reviews and injunctions and witness support or other legal services in relation to public inquiries
- Challenges to adult or children social care assessments and practices;

- UASC and no recourse to public funds cases;
- Contract disputes;
- Regulatory issues;
- Specialised litigation support;
- Anti-social behaviour;
- Debt recovery & insolvency proceedings (including applications for an Insolvency Administration Order and Care home fee recovery);
- Deprivation of assets disputes;
- Cost recovery and enforcement;
- Advice in relation to licensing appeals for taxi and liquor licences;
- Other civil litigation;

Contract/Commercial/Procurement

Including but not limited to:

- Procurement and contracts;
- Major/complex projects;
- E-commerce;
- Company law;
- Charity and Trust law;
- Insolvency law;
- Joint ventures;
- Formation of bodies corporate;
- Corporate governance and directors' duties;
- Company secretarial services;
- Taxation (including VAT);
- Contract advice and drafting;
- Sale and acquisition of goods and services;
- Agency and distribution;
- Public private partnerships including project finance;
- Outsourcing/contracting out of services;
- Competition law;
- Regulatory law;
- Construction and infrastructure projects;
- Intellectual Property Rights
- Subsidy regime advice;
- Grant funding advice and drafting;

Conveyancing/Property:

Including but not limited to:

- Acquisitions and disposals (including easements, deeds of grant etc. and any relevant tax advice);
- Deeds of covenant and overage advice
- Compulsory purchases (both statutory vesting process and by agreement);
- Leases, licences and conveyancing;
- Landlord and tenant matters;
- Agricultural matters such as Farm Business Tenancies;
- Site re-developments/ property development;
- Environmental and planning (drafting and advising on planning obligations (from Landowner perspective));

- Advice/assistance in relation to matters where consent is required (e.g. DfE consent for disposals);
- Advice/assistance in relation to matters where statutory process is required (e.g. open space, land at an undervalue);

Criminal Litigation

Including but not limited to:

- Regulatory issues;
- Trading standards;
- Planning, highways, and environmental enforcement/prosecutions.
- Anti-social behaviour;
- Health & Safety prosecutions;
- Food hygiene;
- Environmental prosecutions;
- Education welfare prosecutions;
- Advice and representation in relation to conduct of any criminal proceedings within the remit of public or local authority powers;

Education

Including but not limited to:

- Academy conversion including PFI academy conversions;
- Academies and free schools;
- Education law and guidance;
- Governance;
- Special Educational Needs advice and representation;
- Admissions and Exclusions advice;
- Clerking independent review/appeal panels;
- Education welfare (including prosecutions);
- Apprenticeships;

Employment

Including but not limited to:

- Employment law queries;
- Employment litigation and mediation
- Equal opportunities and discrimination monitoring;
- TUPE;
- Whistleblowing matters;
- Pensions;
- Health and safety;
- Recruitment;
- Redundancies;
- Client Officer Training;
- Employee Resolution Procedure, Attendance Management Procedures and disciplinary advice;
- Settlement Agreements/COT3s;
- Review of policies and practices;
- Organisational change/restructures/Outsourcing/contracting out;

Housing

Including but not limited to:

- Housing law;
- Housing litigation;
- Right to Buy;
- Housing possession advice;
- Social housing & Private housing advice;
- Homelessness advice;
- Selective licencing and HMO licencing advice;
- Nuisance;
- Tied accommodation;
- Local authority investment in housing stock;

Planning/Highways/Environmental

Including but not limited to:

- Planning law;
- Advice on development plans & CIL;
- Highways law including but not limited to drafting and advising on all regulatory agreements such as S278, S38 etc.;
- Traffic law;
- Countryside access and Rights of Way;
- Common Land law;
- Town or Village Green law;
- Transport law (including Rail & Light Rail);
- Environmental law (including Flood Risk);
- Waste law;
- Drafting and advising on planning obligations (from Planning Authority perspective);
- Public enquires and equivalent;
- Compulsory purchase;

2. Location

2.1 Whilst the delivery of the Services does not always require a local office and with the pandemic we have embraced on-line meetings which we expect will continue, the capacity of the Service Provider to be readily in attendance at no additional cost will be important for certain areas of work.

2.2 The Service Provider's attendance at the offices of Consortium Members may be required for but not limited to:

- meetings;
- for access to the Consortium Members title deeds and documents; and
- for document collection and delivery.

2.3 When determining whether in person attendance is required, regard should be had to the nature, subject matter and formality of the meeting, the availability of other suitable means of holding a professional work meeting (e.g. virtual face to face or telephone meetings as appropriate to the circumstances), the duration of the meeting and the impact on the environment.

3. Client arrangements and monitoring

3.1 The Consortium Co-ordinator

3.1.1 The Consortium Co-ordinator will:

- have overall responsibility for management and co-ordination of this Agreement;
- liaise with the Service Provider in respect of matters of overall performance and quality;
- be the first point of contact in the event of any problems arising as a consequence of the overall performance of this Agreement;
- analyse all complaints and performance reports and be responsible for reporting to the Consortium Board on the performance of the Service Provider.

4. Legal Officers and Key Personnel

4.1 Legal Officers

All initial Instructions (i.e. call-offs from the Agreement) will be given by Legal Officers of the various Consortium Members. Follow up instructions for call-offs may be given by the Legal Officer or authorised client officer ("Client Officer") for the relevant Consortium Member.

4.2 Key Personnel

For the contract overall and for each of the ten different work areas you must submit the name and designation of the fee earner who will be the lead for your firm. These will be the "Key Personnel" referred to in the contract with the appointed Legal Partners.

5. Performance

- 5.1 The Service Provider shall undertake all steps necessary to ensure each matter is progressed promptly and is concluded and documented to the Consortium Member's satisfaction including all subsidiary / post completion steps relating to a matter.
- 5.2 The Service Provider shall ensure that the Legal Officer and/or the Consortium Member's client officer (as directed) is kept informed of progress at regular intervals.
- 5.3 The Service Provider shall not ask or expect a Consortium Member's Legal Officer to check or approve the Services provided including any written advice unless the Service Provider has been expressly asked to do so by the relevant Consortium Member or Legal Officer.
- 5.4 The Service Provider shall bring matters of significant risk or departure from the law to the attention of the Consortium Member's Monitoring Officer and/or s151 Officer (or their equivalent) and copy in the Consortium Member's Legal Officer.
- 5.5 The Service Provider shall ensure that all of its relevant staff (including those dealing with invoices and administration of Contracts) are fully aware of the terms and conditions of this Agreement. The Consortium Member shall not accept any terms and conditions, client care letters or any other information conflicting with this Agreement submitted to it by the Service Provider. For the avoidance of doubt this Agreement takes precedence over any documentation submitted to the Consortium/Consortium Member by the Service Provider.
- 5.6 The Service Provider shall ensure that all Services provided to the Consortium Member under a Contract have due regard to the relevant Consortium Member's status as a public body and takes into account the relevant Consortium Member's statutory powers,

functions, governance arrangements, constitution, financial regulations and any legislation or regulatory framework that it is subject to.

- 5.7 The Service Provider shall ensure that if any documentation needs to be sent to the relevant Consortium Member for execution that the Service Provider ensures that these are sent to the relevant Legal Officer with a cover note detailing the directions for arrangement for execution and citing the relevant approvals under which the documentation should be executed. The Service Provider should not assume that the Legal Officer has detailed knowledge of the Service being provided, the documentation being executed or the approvals that are required for execution. The Service Provider, not the Legal Officer, is responsible for the provision of such information to ensure documentation is properly executed in accordance with the relevant Consortium Member's constitutional (or equivalent) requirements.
- 5.8 Should the Service Provider require the Consortium Member to transfer monies in relation to any Services being provided for example completion monies for a purchase of land (and not for the Service Provider's Fees), the Service Provider shall ensure that the Legal Officer is given reasonable notice in order to arrange for the money transfer and that all requests for a money transfer are made in writing and accompanied by a completion statement and details of the Service Provider's client account information.
- 5.9 The Service Provider will be expected to carry out self-assessment of its own performance under the terms of any Contracts awarded to it.
- 5.10 Within 30 days of each anniversary of the Commencement Date the Service Provider shall prepare and send to the Consortium Co-ordinator an annual report (Performance Report) detailing the following:-
 - 5.10.1 The number of complaints (if any) from Consortium Members it has received;
 - 5.10.2 If and how the complaint(s) was resolved;
 - 5.10.3 The number of improvements notices (if any) issued by Consortium Members;
 - 5.10.4 Details of any negative feedback received from Consortium Members;
 - 5.10.5 Confirmation of compliance with Contract invoicing requirements.

6. Framework Monitoring: Reports & Review Meetings

- 6.1 Performance of the Agreement will be monitored by the Consortium Co-ordinator and the Consortium Board. This shall comprise reviewing the annual Performance Reports provided by the Service Provider and attendance by the Key Contact of the Service Provider at a Review Meeting if requested to do so by the Consortium Co-ordinator.
- 6.2 A Review Meeting (if required) will be held in accordance with Schedule 9 to discuss the Service Provider's performance and any required improvement actions.
- 6.3 The Consortium Co-ordinator and/or the Consortium Board may require additional meetings with the Service Provider on matters of concern as necessary.

7. Contract Monitoring

- 7.1 Performance of the Contracts will be monitored by the relevant Consortium Member's authorised Legal Officer. Any issues or complaints arising under the Contracts shall be resolved between the Service Provider and relevant Consortium Member (using the Service Provider's complaints process (where appropriate)).
- 7.2 The Service Provider shall provide progress reports to the relevant Legal Officer at reasonable intervals for the duration of the Contract.

7.3 The Service Provider shall send a Feedback Assessment Form to the relevant Client Officer of the Consortium Member at the end of the Contract in accordance with paragraph 17.5.2 below.

8. Conflicts of interest/Confidentiality and disclosure

8.1 The Service Provider shall use reasonable endeavours to positively promote the best interests of the Consortium Members within the scope of the matter in which the Service Provider is instructed.

8.2 The Service Providers shall have particular regard to and comply at all times with such rules of professional conduct or guidance issued from time to time by the Law Society relating to the existence or otherwise of a conflict of interest and in relation to confidentiality and disclosure. See particularly the SRA Code of Conduct 2019 **Chapter 6 (Conflict, confidentiality and disclosure)**.

8.3 The Service Providers shall not accept instructions to act for one or more Consortium Members or one or more Consortium Members and another client where there is a conflict or a significant risk of a conflict between the Service Provider and their client. If there is a conflict or a significant risk of a conflict you must not act for all or both of them unless the matter falls within the scope of the limited exceptions set out in the SRA Code of Conduct. In accordance with Chapter 6, among other requirements and considerations, confirmation must be obtained in writing for the Service Provider to proceed to act in such limited circumstances.

8.4 It is desirable that the Service Providers will go beyond the professional obligation to decline instructions where there is a conflict or a significant risk of a conflict of interest and to decline to act for clients whose interests can reasonably be predicted to conflict with the interests of one or more Consortium Members in a matter in which the Service Provider acts for one or more of the Consortium Members on a related matter.

8.5 The Service Provider acknowledges that when acting for Consortium Members the Service Provider may obtain Confidential Information about that Consortium Member and the specific service areas concerning the instructions which may impact on their ability to act for future clients where a risk of breaching confidentiality could arise.

9. Disbursements

9.1 All travel costs and expenses (e.g. train fares, fuel, car parking) must be met by the Service Provider and must not be charged to the Consortium Member. No charge shall be made for time spent travelling unless travel time is spent working for a Consortium Member.

9.2 In the event that hotel accommodation may be required, all hotel expenditure must have the prior written approval of the Legal Officer, and the Service Provider shall present to the relevant Legal Officer evidence of agreed hotel expenditure.

9.3 Recoverable disbursements (e.g. photocopying, court fees) cannot be incurred without the prior approval of the relevant Legal Officer unless they are set costs/disbursements by HMCS/MoJ, the Government Banking Service or the Land Registry.

9.4 If the Service Provider has any doubts about disbursements they should seek advance clarification and approval from the instructing Legal Officer before costs are incurred.

9.5 The relevant Consortium Member shall not be obliged to pay for any disbursements, save for the ones mentioned in paragraph 9.3 above, where the Service Provider does not have the relevant Legal Officer prior written approval to incur such costs save where the expenditure is urgent whereby the verbal consent of the Legal Officer is acceptable and such verbal consent should be followed up by written confirmation as soon as practicable.

10. Use of Counsel

The Service Provider shall not instruct counsel unless the previous written consent of the instructing Legal Officer has been given and a fee estimate agreed. The relevant Consortium Member shall not be obliged to pay for any Counsel fees where the Service Provider does not have the Legal Officer prior written approval to incur such fees save where the expenditure is urgent whereby the verbal consent of the Legal Officer is acceptable and such verbal consent should be followed up by written confirmation as soon as practicable.

11. Working relationships

- 11.1 The Service Provider will be required to develop a close working partnership with the Consortium and Consortium Members, and the other Legal Partners.
- 11.2 The Service Provider must demonstrate a comprehensive understanding of working with the public sector and must acquaint themselves with the relevant Consortium Members' internal governance procedures and internal dynamics as are applicable to the Services required under the relevant Contract.
- 11.3 The Service Provider must develop a good understanding of the complexion of the Consortium Members; and their policy objectives and become familiar with local circumstances which may be relevant to future decisions when working on individual matters in relation to any Contract.
- 11.4 How the Service Provider is fostering and promoting a partnership working ethos with Consortium Members & other Legal Partners may be reviewed throughout the duration of the Agreement through the Review Meetings or otherwise.

12. Positive, Flexible and Joined up approach

- 12.1 The Service Provider must demonstrate a positive approach to public sector working. Legal advice and action must therefore provide effective and constructive solutions rather than barriers to action whilst ensuring that the Consortium and Consortium Members remain firmly within the law.
- 12.2 Advice and action must be tailored to the best interests of the instructing Consortium Member(s).
- 12.3 In working for the Consortium, the Service Provider will have to respond to considerable fluctuations in demand and to changes arising from legislation and other local and national policy initiatives.
- 12.4 The Service Provider will be expected to minimise any risks to the Consortium Members. Any situation which may have implications for the liability of the Consortium Member(s) shall be drawn immediately to the attention of the instructing Legal Officer (and, if appropriate, the Consortium Co-ordinator's) and appropriate and timely advice given as to how such risk may be avoided or minimised.
- 13.5 In working for the Consortium, the Service Provider is required to ensure that advice incorporates all relevant issues which may pertain to the matter in question, particularly when advising on multi-disciplinary projects and other matters which involve more than one legal discipline. Such advice should be co-ordinated and over-arching responses provided by the Service Provider's lead advisor on that matter.
- 12.6 Consortium Members should not be expected to contact and explain the matter to different fee earners of the Service Provider and then link different pieces of advice from each to form a coherent whole. Any failure to provide a complete and over-arching service as required will be the subject of discussion between Legal Officers and Service Providers and if notified to the Consortium Co-ordinator will be raised at Review Meetings.

13. General local authority/public body law and specialist knowledge

In order to perform the Services the Service Provider will need (and shall maintain throughout the life of the Agreement) legal specialist skills in relation to the 10 Work Areas and in particular a knowledge of local government/public body law and practice and knowledge and understanding of the general principles and experience of constitutional and administrative law and practice and must be able to demonstrate considerable depth of experience.

14. Relationship with the Legal Officer & client care

- 14.1 The Service Provider must work closely with Legal Officers as required to enable them to provide the most effective and efficient Service to their client officers, to the public and other users. However working with the relevant Legal Officer does not include the Legal Officer checking or vetting work done by the Service Provider and the Service Provider remains fully responsible for all work done and advice given under a call-off contract.
- 14.2 The Service Provider must demonstrate a positive commitment to this type of approach and to the development of Services over the Agreement period.
- 14.3 Only Legal Officers have authority to issue initial Instructions to the Service Provider on behalf of their client and employer Consortium Member. Client officers may supplement instructions but not issue new Instructions to any Service Provider.
- 14.4 The Service Provider owes a duty of care to the relevant instructing Consortium Member.
- 14.5 The Service Provider must be familiar with the statutory duties placed upon the Consortium Members and shall have regard to such duties and all relevant statutory powers in the provision of the Services.

15. Quality

- 15.1 The Consortium and all Consortium Members require a high-quality responsive legal service to enable them to deliver to their client departments the advice, support and action required to implement the policies and objectives to which their organisations are committed.
- 15.2 The Service Provider shall ensure, throughout the duration of the Agreement that each Contract is dealt with by a person suitably qualified and experienced to perform services of that nature, value and complexity relevant to that Contract.

16. Added Value Services

- 16.1 The Service Provider is required to work with the other Legal Partners to deliver the Added Value Services set out in Appendix 1 at no cost to Consortium Members.
- 16.2 The Service Provider who is selected by the Consortium Board to be the Lead Legal Partner for one of the Added Value Service shall perform the role and tasks allocated to that service in Appendix 1 and any other tasks the Consortium Coordinator reasonably requests.
- 16.3 For those Added Value Services which the Legal Partner is not designated as the lead they shall nonetheless give the Lead Legal Partner assistance in carrying that service out by performing the role of the Other Legal Partners set out in Appendix 1 ,which includes making the financial contributions referred to, and giving any other help the Consortium Coordinator may reasonably request.
- 16.4 Before the end of the first Contract Year the Consortium Board will, in consultation with the Legal Partners, review the allocation of the lead roles on the Added Value Services listed in para 16.2 and may reallocate them if they consider that appropriate.

16.5 Each Legal Partner shall within one month of the end of each Contract Year submit to the Consortium Coordinator a report on the Added Value Service it has been allocated to lead on in a format approved by the Consortium Coordinator and it shall, where appropriate, include;

16.5.1 usage during that year as compared to the previous Contract Year;

16.5.2 any proposals to improve the service;

16.5.3 any areas of concern;

16.5.4 any external costs incurred in providing the service;

16.5.5 any other information the Consortium Coordinator may reasonably request.

17. Requirements common to all Instructions

17.1 Instructions

Instructions to the Service Provider shall be issued in accordance with the Ordering Procedures set out in Schedule 3.

17.2 Allocation of work and acknowledgement

17.2.1 All Instructions shall be acknowledged by the Service Provider in writing in accordance with Schedule 3.

17.2.2 Upon receipt of Instructions, the matter shall be allocated to the appropriate supervisor and employee of the Service Provider and a new file shall be opened with a unique reference number.

17.2.3 Any partner or employee of the Service Provider to whom a matter is allocated shall be suitably experienced with regard to the nature of the particular matter, shall be responsible for the conduct of that matter and all communications with regard to such matter shall be addressed through that partner or employee.

17.2.4 The Service Provider shall notify the Legal Officer of any change of identity of the partner or employee of the Service Provider to whom the case has been allocated.

17.2.5 The Service Provider shall have suitable arrangements to ensure that some other partner or employee suitably experienced to the work in question shall be responsible for those matters allocated to a particular partner or employee in the prolonged absence of such fee earner (a prolonged absence shall be any period of absence in excess of 28 days or such other period as the Consortium Co-ordinator shall prescribe).

17.2.6 The Service Provider shall ensure that suitable arrangements exist for another appropriately experienced partner or employee to take immediate responsibility for the conduct of any urgent matter, in the short-term absence of the partner or employee to whom a matter has been originally allocated.

17.3 Documentation and file keeping

17.3.1 In order to try to reduce the use of paper in legal matters the Consortium would require the Service Provider (unless otherwise instructed) to primarily deal with matters as electronic only files so far as is possible depending on the nature of the particular matter being dealt with. The various steps required and undertaken should be clearly documented on the file on a summary sheet which shows sufficient details of work done in relation to each step. Evidence

of each step shall be maintained by documentation such as correspondence, file notes, pleadings etc. Files should be kept electronically and in a tidy fashion with all documentation properly recorded in date order.

- 17.3.2 Any original documents created or completed on behalf of a Consortium Member shall be returned to the Legal Officer on completion of the matter together with electronic copies (in the format required by the Consortium Member) for ease of reference. In the case of a major project involving multiple documents each document must be returned appropriately bound and accompanied by (i) a covering letter scheduling the entire bible of documents and (ii) a summary of the project documents and their purpose with any key dates or deadlines highlighted for recording by the recipient authority.

17.4 Invoicing Procedure

All matters shall be billed in accordance with the arrangements set out in Schedule 4.

17.5 Completion Pro-Forma and Feedback Assessment Form

- 17.5.1 On completion of each matter the Service Provider shall send a **Completion Pro-Forma** to the instructing Legal Officer using the template set out at Schedule 6. Individual Consortium Members may vary the format of the Completion Pro-Forma to suit their needs/work type.
- 17.5.2 On completion of each matter the Service Provider shall send out a **Feedback Assessment Form** to the client officer of the Consortium Member using the template set out at Schedule 7.

17.6 Authorisation

The Service Provider must be familiar with the individual Consortium Member's constitutional and financial authorisation procedures and before any matter is recommended for completion or execution the Service Provider must ensure that proper authority exists to take such action.

17.7 Sharing of Information and Advice Received

The Consortium Members will share advice and information received from the Service Provider between them as they see fit. The Service Provider is deemed to have consented to the sharing of advice and information.

APPENDIX 1 - ADDED VALUE SERVICES

CATEGORY 1 SERVICES

1 ANNUAL TRAINING PROGRAMME

1.1 Introduction

The Consortium arrange for Members to be provided with an extensive free training programme provided by the Legal Partners. The programme is tailored specifically to the needs of the members including introductions, updates and workshops on topics within the ten works areas covered by the framework together with some skills courses across a range of abilities from beginner to immediate and advanced.

1.2 Pre Pandemic – Venue Base Courses

Prior to the Covid pandemic the annual programme consisted of 68 half day courses of which approximately 20 were repeats.

The majority of courses have been held in the East Midlands (Nottingham, Derby, Leicester) but increasingly as the geographical spread of members has grown other locations have been used (Birmingham, London and Sheffield). In addition, where the venue for the course has the facility the course is video linked to other locations.

The average course attendance in 2019/20 was 35 delegates, with some courses having 50 -60 delegates. The most popular was 118.

It is the responsibility of which ever Legal Partner who is putting on the course, or leading on it, to provide a suitable venue free of charge together with a member of staff on the day to deal solely with administrative arrangements. They must also provide tea/coffee to delegates and a light lunch at the end of the course, normally 1pm.

Those Legal Partners without suitable premises in the chosen location maybe be able to agree the use of premises and provision of refreshments with Consortium Members or other Legal Partners but will be responsible for the cost.

1.3 During Pandemic - Webinar Courses

In 2020 The EMLS Board decided that the 2020/2021 annual training programme (<https://emlawshare.co.uk/training/>) would be delivered solely by webinar. 56 such webinars of 30-60 minute duration were delivered live via a suitable platform with no limit on number of delegates. Webinars had to be recorded so they could be put on the EM Lawshare website.

1.4 Post Pandemic

It is likely that the Consortium will require the training programme to be delivered as a hybrid of online webinars and venue based courses with a significant majority being webinars.

1.5 Procedure For Agreeing the Annual Training Programme

The Lead Legal Partner (LLP) prepares a draft programme in consultation with members of the Training Sub Group which has representatives from the Consortium and all the other Legal Partners. The courses on the draft programme are divided equally, or as otherwise agreed, between the firms. The Board then approves the programme with any suggested amendments/additions. On approval the LLP must then finalise the programme in consultation with the other firms by confirming dates, times, titles, presenters and other course information.

Once appointed as the lead partner for Annual Training Programme, the LLP must appoint a Training Coordinator and Training Administrator, informing the Consortium Coordinator of the respective contact details.

1.6 LEAD LEGAL PARTNERS (LLP) ROLE RESPONSIBILITIES

For the Training Coordinator:

- chairing and leading meetings of the Training Sub Group (TSG)
- creating a draft annual training programme in consultation with members of the TSG
- seeking approval of the draft programme from the Consortium Board
- acting on any amendments to the programme arising from the Consortium Board
- finalising the detail of the programme (dates, titles etc) with other Legal Partners and the Consortium Coordinator
- producing an online training programme brochure
- ([EM-LAWSHARE-TRAINING-PROGRAMME-WEBINAR-BROCHURE-APRIL-2021.pdf \(emlawshare.co.uk\)](#))
- producing an annual review report for the Consortium Board

For the Training Administrator:

- circulating the training brochure to all members and arranging for it to be published on the Consortium website and in the quarterly newsletter
- circulating the training brochure to all members and arranging for it to be published on the Consortium website and in the quarterly newsletter
- central coordination of invitations, bookings and reminders for each course
- liaising with the other Legal Partners course presenters/hosts
- central coordination of presentation slides for each course
- dealing with any queries in relation to the training programme, in consultation with the Consortium Coordinator where necessary
- collating the course feedback forms and circulating a summary to the Consortium Coordinator and the presenting firm as necessary
- collating attendance records;
 - providing a certificate of attendance to each delegate after each event

- and maintain a Development Record for each delegate and circulate to them within two months of the end of the training year.
- ensuring all recordings and slides from a course are added to the website
- The current Training Administrator spends approx. 20 hours a week on this work.

1.7 EXTERNAL COSTS OF THE LEAD LEGAL PARTNER

None

1.8 ROLE OF OTHER LEGAL PARTNERS

Each Legal Partner must nominate a representative to be on the Training Sub Group which will normally meet two or three times a year. The representative will be responsible for suggesting suitable courses their firm could deliver as part of the training programme and, once courses are allocated to their firm, liaising with the presenters to ensure all they are delivered on time. Each firm must ensure that the courses allocated to them in the training programme are delivered by suitably knowledgeable and competent presenters and that all necessary recordings, slides and other documentation are provided to the Training Administrator in a timely fashion and give her all necessary assistance.

1.9 EXTERNAL COSTS TO NON LEAD LEGAL PARTNERS

None with the exception of possibly having to pay for suitable premises to hold some venue based courses and/or refreshments at such courses.

2. BIENNIAL CONFERENCE

2.1 INTRODUCTION

The Consortium holds an autumn biennial conference that is open to all members free of charge. In the past this event has been held at:

- * The East Midland Conference Centre, Nottingham (2010 and 2012)
- * St. Georges's Park, Burton on Trent (2014)
- * Holywell Park, Loughborough University (2016)
- * Pride Park, Derby (2018)

The Pride Park event attracted 130 delegates including Legal Partners staff.

2.2 VENUE BASED CONFERENCE

The format for past conferences has remained basically the same:

- * welcome
- * key note speaker 1
- * panel discussion and audience QA
- * six specialist breakout sessions
- * lunch
- * key note speaker 2
- * six specialist breakout sessions
- * closing remarks

The Conference also hosts novelty attractions (such as chocolate fountains, head massages, juice bar, Scalextric) and sponsors stalls (e.g., Thomson Reuters, Sellick Partnership, Lexis Nexis, counsels' chambers).

2.3 VIRTUAL CONFERENCE

A virtual conference is due to be held in October 2021, as a replacement of the venue based

conference planned for October 2020, which was cancelled due to the Covid pandemic. Held over two consecutive morning sessions, to attract maximum number of delegates, the format for the virtual conference will closely replicate 2.2 above

2.4. FUTURE CONFERENCES

It has not yet been decided if future conferences will be virtual or venue based.

2.5 .PROCEDURE FOR ARRANGING THE CONFERENCE

The detailed arrangements for the conference are first considered by the Conference Sub Group which has representatives from the Consortium Board and each of the Legal Partners. This will include:

- * event date
- * agenda
- * content ((workshops, key speakers)
- * vision and themes
- * cost estimates and potential income from sponsors
- * partner firms' involvement (websites, social etc)

The Sub Group's proposals are put to the full Consortium Board for approval.

2.6 ROLE OF THE LEAD LEGAL PARTNER (LLP)

The LLP is responsible for the overall organisation of the conference which includes:

- * chairing and leading the conference sub group
- * sourcing a suitable venue (where relevant)
- * finding and securing suitable key speakers
- * agreeing the breakout sessions and which Legal Partner will deliver them
- * attracting and agreeing terms with sponsors
- * arranging catering (where relevant)
- * publishing and promoting the event
- * organising suitable novelty attractions (where relevant)
- * sending out invites and associated information
- * management of external speakers (slides ,videos etc)
- * collating delegate packs
- * on the day; in person delegate management
- * venue management (create signs/directions)
- * supply and management of audio visual equipment
- * circulation of post event survey, collating responses and preparing a "wash up" report for the Consortium Board

In the instance of a virtual conference event, in addition:

- * create presenter guides
- * film and create a welcome/orientation video for attendees
- * create download delegate packs and upload to the conference site
- * schedule session rehearsal for participants
- * build content pages (home page/welcome/key note speaker/sponsors etc)
- * manage delegate registration
- * arrange GDPR checks and sharing of details during the conference
- * switch conference to on-demand following final date

2.7 EXTERNAL COST TO THE LEAD LEGAL PARTNER

The 2018 conference, cost £22,375 + VAT in total.

Cost breakdown

- * venue +catering = £9,286

- * audio visual = £8,773
- * photographer = £375
- * design and print =£1,450
- * speaker costs = £300
- * theming = £2,191

Income received from sponsors and exhibitions of £7,000, leaving a balance of £15,375 payable by Legal Partners The LLP met £9,500 and the remainder being funded by other Legal Partners, in approximately equally proportions

The cost of the virtual conference in October 2021 is anticipated to be significantly less the main one being the cost of the key note speaker at £5,000 of which the LLP is meeting £1,500 of the cost. It is anticipated that cost of a hosting a virtual conference is unlikely to exceed the cost of providing a venue based one. However, if a virtual conference is required the LLP must have access to a suitable platform

2.8 ROLE OF OTHER LEGAL PARTNERS

- * to send a representative to all the conference Sub Group meetings
- * to provide ideas and details for key note speakers, breakout sessions and sponsors
- * to deliver breakout sessions
- * to have a stand/virtual room at the conference
- * to play an active part in the organisation of the conference.

2.9 EXTERNAL COST TO OTHER LEGAL PARTNERS

The other Legal Partners are together expected to meet approx. half of the net external costs of the venue conference. In 2018 each contributed approx. £1,275 +VAT . For virtual conferences they would be expected to contribute an equal share to the cost of a key speaker but capped at £2K each.

3. WEBSITE

3.1 INTRODUCTION

EM Lawshare has its own dedicated website <https://emlawshare.co.uk> This has both a public and secure area, accessible to members and further limited access to Legal Partners.

The secure area contains:

- training materials and webinars and a calendar of forthcoming training
- newsletters, articles, guides and podcasts
- details of each Legal Partners key contacts and hourly rates
- Consortium members contact details
- details Consortium Board membership
- details of free help lines offered by the Legal partners
- precedents
- framework contract documentation
- facility for members to post job adverts
- details of the Development Network initiatives

The website was significantly revamped and rebranded in April 2019 to allow:

- easier site navigation

- a more efficient search engine
- a smarter more professional look.
- a streamlined training booking system
- enhanced content
- faster site loading
- personalised accounts enabling all users to manage their subscription ,content and training attendance.

3.2 ROLE OF LEAD LEGAL PARTNER (LLP)

The site requires the following service criteria from the LLP:

(i) Lead Legal Partner services

- Appoint a website administrator. Once appointed as the lead partner for the website, the LLP must appoint a Website Administrator who will be the first point of contact for any questions and queries regarding the website from members. They will be responsible also for adding content/ material, issuing passwords to the secure part of the site and passing on approved applications to the Consortium Coordinator. Due to the content of the secure part of the site the LLP must ensure appropriate information barriers are in place so that commercially sensitive information from other Legal Partners is not shared by the Website Administrator or other staff involved in hosting the website.

The current host estimates this role takes one day a week of the Website Administrator's time.

- Site Management - hosting and maintaining the site; taking into account functionality, appearance, content and performance
- Content and Management - uploading and managing all website content including newsletters, training material, webinars ,events (e.g. conference) initiatives (e.g. the precedent service and development network) and updating as necessary (e.g. Consortium documents such as the brochures "Why Join EM Lawshare?" and "Welcome to EMLS").
- Design – to help the Consortium Coordinator with design of new documents that will go on the website such as adverts for the conferences, templates for press releases, precedents. Creating new content, forms etc.
- Maintaining site availability as further set out below.
- User Support - assisting members with any technical issues they encounter and in particular with passwords. Maintaining user information. Addressing user feedback.
- Analytics and Reporting – To monitor the website performance using Google Analytics and provide reports to the Consortium Coordinator on a monthly and annual basis. Meet with the Consortium Coordinator as required in relation to these reports.
- Migration – to give all necessary assistance, in transferring the site to a new host including producing user guides and details of all passwords and access points to the site and attending handover meetings with the new host.

- Protect the domain name & ensure compliance with all relevant laws including but not limited to data protection, accessibility laws & electronic communications requirements.

(ii) Current host and transition

The website is currently hosted by Archer Hampson using WP Engine and a new host will need to liaise with them to:

- move all website files
- install & configure the application at the new host
- check new site on staging/temporary URL
- troubleshoot if any errors
- point the domain DNS records to the new web host

The LLP will ensure that all content and services are migrated from the original Service Provider with a minimum of service disruption.

At the end of the framework term, the LLP shall give all necessary assistance, in transferring the site to a new host.

(iii) Technical hosting

emlawshare.co.uk currently uses Wordpress as its CMS. The LLP shall utilise the same platform to protect service continuity.

Wordpress CMS has a number of prerequisites for hosting needs. This information can be found here: <https://en-gb.wordpress.org/about/requirements/>

An SSL certificate is required.

(iv) Security

The LLP must complete the NCC Externally Hosted Applications Questionnaire which includes an assessment of appropriate Information Security controls to protect the confidentiality, integrity and availability of information stored on the website.

Data MUST NOT be accessible by other entities other than those defined in contract schedules.

Data should be encrypted where confidentiality is required.

The delivery and hosting of the EMLawshare system is expected to comply to Open Web Application Security Standards (OWASP) <https://owasp.org/>

(v) Software and design

- Access, management and authoring of the website to be done via standard browsers such as Edge Chromium, Google Chrome, Safari and Firefox without the need for additional software or plugins.
- Delivery of the website in a responsive manner, therefore ensuring that it will be accessible through a range of platforms.

- The website and all administration interfaces, are required to exceed the basic level of compliance that the World Wide Web Consortium (W3C) recommend in their Website Content Accessibility Guidelines (WCAG) version 2.0 and achieve double A compliance. Double A checkpoints that are not met should be identified as part of the tender response. Any additional accessibility or disability testing that has been carried out should also be outlined.
- Load time of web pages served by the Content Management System should on average not exceed 5 seconds.
- Intellectual Property rights in the site remain with the Consortium's lead authority, Nottinghamshire County Council.

(vi) Support

- Technical support provided by the Website Administrator must be available during the **Service Support Hours of 8am until 5pm weekdays**.
- The LLP will provide a service (telephone and/or email) during Service Support Hours for the logging of incidents and request for information, advice or action.
- Where the live service of the website is affected (site down) the LLP will respond to incidents within a time period of 15 minutes.
- Where service availability of the website is affected the LLP will respond to these within a time period of 1 hour.
- Incident resolution will be carried out on a priority basis. Full service outages to be fixed within a period of 4 Service Support Hours, all other incidents to fixed within a period of 24 Service Support Hours.
- Planned maintenance should be scheduled outside of Core Service Hours and communicated in advance to the EMLS Co-ordinator with a minimum of 7 calendar days' notice.
- Uptime of the website will be monitored by the LLP with a minimum site availability of 99.8% during Core Service Hours.
- **Core Service Hours are between 8am and 8pm during weekdays and 9am and 1pm on Saturdays**. The LLP will endeavour to maintain availability outside the Core Service Hours.
- The LLP shall monitor availability and performance of the website and take corrective action when required.
- Resilience of the website and services should be provisioned by the LLP.
- Statistics such as visitor numbers, page views and geographic spread will be provided to the EMLS Coordinator through Google Analytics. The EMLS Co-ordinator shall be provided with access to Google Analytics to access and create reports on an ad hoc basis with regards to the EMLawshare website.

3.3 EXTERNAL COSTS TO THE LEAD LEGAL PARTNER (LLP)

* Mailchimp monthly payment - £288 a year

* Annual hosting and SSL security £900 a year

* Ad Hoc technical support (e.g., implementing custom user roles in April 2020 = £190)

3.4 ROLE OF OTHER LEGAL PARTNERS

The other Legal Partners must assist the LLP by supplying website information and content to be uploaded in a timely fashion and appropriate format

3.5 EXTERNAL COSTS OF THE OTHER LEGAL PARTNERS None

CATEGORY 2 SERVICES

4. QUARTERLY ELECTRONIC NEWSLETTER

4.1 INTRODUCTION

A newsletter, Consort EM, is sent to all users on the Consortium data base quarterly basis. Example newsletter March 2020;



EM-Law-Share-New
sletter-March 2020.r

4.2 CONTENTS

The newsletter will contain;

- * a welcome by the chair of the Consortium Board
- * a members news produced by the Consortium Coordinator
- * a spotlight feature on one of the members officers chosen by the Consortium Coordinator
- * articles on a topical legal issue by each of the Legal Partners
- * details of forthcoming training and other events (e.g., the conference)
- * articles on any recent consortium initiatives (e.g., Development network)

4.3 ROLE OF THE LEAD LEGAL PARTNER (LLP)

The LLP duties include:

- * drawing up and circulating to the other Legal Partners a publication schedule for each year showing the deadline dates for:
 - article topics to be agreed
 - submission of articles
 - final approval
 - distribution/publication
- * organising and planning each edition
- * agreeing contributions (articles) from other Legal Partners
- * ensuring all contributors keep to the timetable and expedited where necessary
- * collating contributions
- * printing
- * proof reading
- * graphic design
- * producing an e-shoot
- * seeking final approval from the Consortium chair and Coordinator
- * arrange for the finalised newsletter to be sent out to all members on the data base by the publication deadline
- * arranging with the website Legal Partner for the newsletter to be uploaded

4.4 EXTERNAL COST TO THE LEAD LEGAL PROVIDER

This role is outsourced by the LLP and costs £7.5K annually.

4.5 ROLE OF OTHER LEGAL PARTNERS

To provide the LLP with articles on topical legal issues for each edition of the newsletter by the specified deadline

4.6 EXTERNAL COSTS TO THE OTHER LEGAL PROVIDERS

None

5. PRECEDENT SERVICE

5.1 INTRODUCTION

This service, introduced in 2016 was originally termed the "Precedent Bank". It has precedents submitted by each of the Legal Partners. These are accessed via the secure part of the website and organised into the ten work areas identified in the Framework Agreement. The aim is to provide specialist precedents, in Microsoft Word format, that may not be covered by existing precedent banks (e.g., Practical Law, Lexis Nexis, LLG, LGA) which many members may already have access to.

More recently this service has been broadened to include precedents supplied by members and the ability for members to request a precedent. It has therefore been retitled the "Precedent Service".

5.2 There is a Precedent Sub Group chaired by the Lead Legal Partner and with representatives from the Consortium Board and other Consortium members.

5.3 ROLE OF THE LEAD LEGAL PARTNER (LLP)

The LLP's task includes:

- * chairing and organising the Precedent Sub Group
- * liaising with the other Legal Partners to actively encourage them to submit appropriate precedents
- * ensuring precedents are properly indexed
- * ensuring, with the help of other Legal Partners, that the precedents on the website are reviewed and updated, where necessary.
- * to publicise the precedent service through EM newsletter, the training programme, the website and other appropriate means.
- * encourage members to contribute to it
- * to develop and expand the service with the help of the Precedent Sub Group.

5.4 EXTERNAL COSTS TO THE LEAD LEGAL PARTNER

None

5.5 ROLE OF THE OTHER LEGAL PARTNERS

To supply the LLP with appropriate precedents, regularly review those that have been put on the website and provide updated precedents as necessary

5.6 EXTERNAL LEGAL COSTS TO THE OTHER LEGAL PROVIDERS

None

6. DEVELOPMENT NETWORK

6.1. INTRODUCTION

The Development Network is designed to support members by helping them recruit,

develop and retain staff. This can include;

- * joint recruitment
- * mentoring
- * shared training and/or shadowing
- * secondments
- * joint development programmes and assessments.

Case Study examples arising from these can be seen on the EM Lawshare website <https://emlawshare.co.uk/members/development-network/> and clicking on Case Studies and articles in EM Consort

6.2 ROLE OF THE LEAD LEGAL PARTNER (LLP)

The LLP is required

- * to chair and lead the Development Network Sub Group
- * to actively develop the scheme with the Sub Group.
- * encourage other legal partners to participate
- * to help publicise the scheme
- * to proactively engage in development opportunities or requests from members.
- * to report annually to the Consortium Coordinator on progress

6.3 EXTERNAL COSTS FOR THE LEAD LEGAL PARTNER

None

6.4 ROLE OF OTHER LEGAL PARTNERS

- * to nominate a senior staff member to be the Development Network lead for the firm
- * to offer development opportunities to consortium members staff and, where requested, to help the LPP promote the scheme
- * to make the LP aware of any such initiatives that they are undertaking with members

6.5 EXTERNAL COST TO OTHER LEGAL PARTNERS

None

7. PUBLIC RELATIONS (PR)

7.1 INTRODUCTION

The Consortium wants to proactively use PR and social media to build a member community by networking with members, wider local government and public sector world rather than raise brand awareness or as a business opportunity. Until recently the Consortiums PR activity has been mainly restricted to issuing media releases at milestone events, such as the 100th member EM Lawshare website There is currently a Social Media Strategy in development. It is anticipated that these will be available at ITT stage of the procurement for EM Lawshare 2022-26 Framework Agreement

7.2 ROLE OF THE LEAD LEGAL PARTNER (LLP)

The LLP will be expected to:

- in accordance with Social Media strategy use social media ,and in particular LinkedIn and Twitter, to promote the

- Consortiums activities in accordance with its social media strategy and specifically to promote the training programme and biennial conference, precedent service, development network and newsletter
- post links to the members recruitment adverts on the website and social media as requested.
- utilise its internal legal resources to cover important judgements etc via links to the relevant news sources
- share relevant content from other Legal Partners
- share relevant content from LLG and Local Government Chronicle and Local Government news
- assist the Consortium Chair and/or Coordinator to draft and issue media releases
- Proactivity develop a forward plan for media activity throughout each year
- actively engage with the other Legal Partners on PR activity
- to review Social Media strategy at least on an annual basis, and report findings and proposals to the Consortium Coordinator

7.3 EXTERNAL COST TO THE LEAD LEGAL PARTNER (LLP)

None unless they use an external agency

7.3 OTHER LEGAL PARTNERS ROLES

To generally assist the LLP

7.4 EXTERNAL COST TO THE OTHER PARTNERS.

None

CATEGORY 3 SERVICES

8.1 BIENNIAL LECTURE

8.1 INTRODUCTION

The Consortium holds a biennial lecture running alternate years to the conference.

These are delivered by a leading academic on a subject relevant to Consortium members.

The first biennial lecture was delivered by Professor Stephen Bailey, editor of Cross on Local Government at Nottingham University on Local Government Law. The last was by Professor Tom Lewis of Nottingham Trent University (NTU) on Human Rights for Local Authorities.

Neither charged and the respective Universities provided the venue free. NTU also provided refreshments for free.

The events attracted an average of 35 delegates. They were held in the early evening and used as a social event with refreshments and musical entertainment after the lecture.

8.2 THE LEAD LEGAL PARTNERS ROLE

The LLP is required to:

- * book a high profile legal speaker in consultation with the Consortium Board
- * arrange a suitable venue and time
- * publicise the event in advance in a manner agreed with the Consortium Coordinator
- * arrange suitable refreshments and musical entertainment after the lecture
- * arrange, if possible, for the event to be filmed/recorded and uploaded onto the website

8.3 EXTERNAL COSTS OF THE LEAD LEGAL PARTNER (LLP)

All the costs must be met by the LLP.

Past events have cost the LLP about £1K.

8.4 ROLE OF THE OTHER LEGAL PARTNERS

To suggest any possible suitable speakers and help advertise the event

8.5 COSTS TO THE OTHER LEGAL PARTNERS

None

9. LOCAL GOVERNMENT DIPLOMA SPONSORSHIP

9.1 INTRODUCTION

Each year the Legal Partners sponsor two places for solicitors or legal executives on the Laws Society's Local Government Diploma course. The cost of the course is currently £1600 with the successful candidates contributing £200 .

9.2 ROLE OF THE LEAD LEGAL PARTNER (LLP)

The LLP is responsible for :

- * obtaining details of the Laws Society's Diploma course, application requirements and cost
- * advertising the Local Government Diploma offer to members
- * dealing with queries
- * collating the applications
- * agreeing with the Consortium Coordinator the judging panel make up, consisting of Board members and Legal Partner representatives
- * compiling a pack of received applications with a summary for the judging panel
- * arrange a meeting of the judging panel to consider the applications
- * attending the judging panel meeting and briefing panel members
- * informing the successful and providing feedback to unsuccessful candidates
- * liaising with the successful candidates and Legal Partners to ensure applications and the course fees are submitted to the Law Society on time
- * arranging mentoring for the successful candidates with Legal Partners
- * arranging publicity in the newsletter for the successful applicants
- * finding out ,on their completion of the course, the candidates results and inform the Consortium Coordinator

9.3 EXTERNAL COST TO THE LEAD LEGAL PARTNER

An equal division with the other Legal Partners of the course fees (currently; £1,400 divided by 7 = £200 x 2 = £400)

9.4 ROLE OF OTHER LEGAL PARTNERS

- * to every other year nominate a representative to be on the judging panel and provide mentoring of successful candidates on a rota basis

9.5 EXTERNAL COST TO OTHER LEGAL PARTNERS

The course fees of the two sponsored candidates divided by the number of Legal Partners less the contributions of the successful candidates; currently £400 per Legal Partner

10. LEADERSHIP AND MANAGEMENT COURSE

10.1 INTRODUCTION

The Consortium have for some years offered a limited number (approximately 15) of members the opportunity to participate in a bespoke Leadership and Management development programme delivered by a specialist and qualified trainer. The course used to be provided over three full days but has now changed to six half days. The chosen delegates pay a registration fee, currently £74, but otherwise there is no charge to them. The rest of the cost is met equally by the Legal Partners.

10.2 LEAD LEGAL PARTNERS ROLE (LLP)

The LLP will be responsible for:

- * engaging a suitable training provider
- * liaising with the training provider to agree the course content each year
- * arranging dates and a suitable venue
- * advertising the opportunity to members
- * selecting the delegates if more than 15 apply
- * notifying successful and unsuccessful applicants
- * coordinating procedural requirements, liaising with the training provider
- * invoicing delegates
- * invoicing Legal Partners for their financial contribution
- * arranging payment of the training provider
- * coordinating and administering individual course/webinars
- * collating and circulating feedback to delegates
- * liaise with the training provider re course completion and certification

All to be done in consultation with the Consortium Coordinator.

10.3 EXTERNAL COSTS TO THE LEAD LEGAL PARTNER

An equal share of the costs with the other Legal Partners.

The total cost is currently approx. £700 based on 15 delegates

10.4 ROLE OF OTHER LEGAL PARTNERS

None

10.5 EXTERNAL LEGAL COST TO THE OTHER LEGAL PARTNERS

An equal share of the training costs, currently £700 in total

11. ADMINISTRATIVE SUPPORT TO THE COORDINATOR

11.1 LEAD LEGAL PARTNERS ROLE (LLP) support

The LLP will be responsible for:

- * sending out all user's member email and bulletins in the Coordinator's name
- * maintaining and updating the consortiums data base of members and ensuring it is kept secure and in compliance with all data protection legislation
- * dealing with members queries in consultation with the Consortium Coordinator
- * assisting in sending out surveys to members and collating the results using appropriate software, such as Survey Monkey or similar
- * keeping a the Members Pack, updated

* Providing new members with Consortium information including the Legal Partners confidential rates

11.2 ADMIN SUPPORT OFFICER

The LLP once appointed as the lead partner for administration support, must appoint an Admin Support Officer who will carry out these tasks. Due to the nature of the information handled, the LLP must ensure and satisfy the Consortium Coordinator that appropriate information barriers are in place so that commercially sensitive information and data is not disclosed by the Admin Support Officer to others within LLP firm. The current provider spends approx. 2-3 hours a week on this.

11.3 EXTERNAL LEGAL COST TO THE LEAD LEGAL PARTNER

None.

11.4 ROLE OF OTHER LEGAL PARTNERS

To offer the Admin Support Officer reasonable assistance.

11.5 EXTERNAL COSTS TO THE OTHER LEGAL PARTNERS

None

UNCATEGORISED SERVICES

(ALL LEGAL PARTNERS MUST PROVIDE THESE INDIVIDUALLY)

12. FREE PHONE HELP LINES

Each Legal Partner will offer a free phone help line in each of the ten work areas. This will provide advice and reassurance on relatively straight forward matters on a one off basis the time limit for such calls must be at least 15 minutes though individual Legal Partners can offer more. On appointment to the Framework Agreement Legal Partners must supply the Consortium Coordinator with phone contact details for the ten work areas for publication to members.

13. USE OF MEETING ROOMS

All Legal Partners will be expected to make meeting rooms available to members free of charge at least one of their office locations, subject to availability and a minimum of two weeks' notice. Details of the location and capacity of these rooms together with contact details for booking must be given to the Consortium Coordinator within a month of appointment of the Legal Partner to the framework.

Schedule 2: Part 2 – Provider Tender

[to be inserted at contract award]

Schedule 3: Ordering Procedures

If a Consortium Member wishes to source Services through this Agreement it has two options:

- 1) Direct ordering without further competition; OR**
- 2) Further competition procedure (mini-tender exercise).**

Once Services are secured in accordance with either route above the Consortium Member shall, through its Legal Officer(s), issue an Instruction to the successful Service Provider which shall form a Contract between the Consortium Member and the Service Provider for the provision of Services.

Please note the ordering procedures may change during the period of this Agreement (for example the development of a Portal for ordering). Any changes will be notified to the Service Provider and the Consortium Members.

1. DIRECT ORDERING WITHOUT FURTHER COMPETITION

1.1. The Consortium Member shall first determine from:

- 1.1.1. information supplied by the Service Provider (whether incorporated in their responses to the Consortium tender or otherwise);
- 1.1.2. information publicly available (including through the Service Providers' own web-sites, legal directories or elsewhere); and
- 1.1.3. information shared between the Authority and the Consortium Members, which Service Provider(s) is/are able to perform the required Services.

1.2. The Consortium Member may then choose a Service Provider with whom to place Instructions in one of the following ways:

- 1.2.1. by choosing the Service Provider who demonstrably offers best value for money for its requirement when judged against the criteria of:
 - 1.2.1.1. speed of available response (including, without limitation, capacity to meet required deadlines and, where relevant, geographical location);
 - 1.2.1.2. quality (including as appropriate: capability, expertise, past performance, availability of resources and proposed methods of undertaking the work); and
 - 1.2.1.3. price; or
- 1.2.2. by operating a rota system between Service Providers (using each Service provider in turn).

2. FURTHER COMPETITION/ MINI- COMPETITION PROCEDURE

Consortium Member's Obligations

2.1. Any Consortium Member ordering the Services under this Agreement through a further competition may:

- 2.1.1. adopt criteria set out in paragraph 1.2 when developing its Statement of Requirements for the Services and identify the Service Providers capable of supplying the Services;
- 2.1.2. invite tenders by conducting a further-competition for the Services it requires and in particular:
 - 2.1.2.1. the Consortium Member shall:

- a. invite the Service Providers to develop a proposed statement of work setting out their proposals in response to the Statement of Requirements (a "Proposal") and submit a Proposal in writing;
 - b. set a time limit for the receipt of Proposals which takes into account factors such as the complexity of the subject matter of the contract and the time needed to submit Proposals; and
 - c. keep each Statement of Requirements and Proposal confidential until the time limit agreed by the Parties has expired;
- 2.1.3. apply the criteria set out in paragraph 1.2.1 to the Service Providers' compliant Proposals submitted as the basis of its decision whether to issue Instructions for the Services it requires;
- 2.1.4 on the basis set out above, award a Contract by placing an Instruction with the successful Service Provider;
- 2.1.5 provide unsuccessful Service Providers with feedback in relation to the reasons why their Proposal was unsuccessful if requested.

A Consortium Member may choose two or more of the Service Providers to form a shortlist of providers to carry out anticipated work of a particular type. Following the creation of such a shortlist the Consortium Member may award work of that type to members of that shortlist in accordance with the methods set out in paragraph 1.2.

Service Providers' Obligations

- 2.2. The Service Providers shall in writing, by the time and date specified by the Consortium Member in accordance with paragraph 2.1.2.1.b provide the Consortium Member with either:
- 2.2.1. a statement to the effect that it does not wish to submit a Proposal in relation to the relevant Statement of Requirements; or
 - 2.2.2. the Proposal made in respect of the relevant Statement of Requirements. The Proposal should include, as a minimum:
 - 2.2.2.1. details of the fee earner(s) who would be undertaking the work;
 - 2.2.2.2. how the work would be dealt with/the approach to be taken;
 - 2.2.2.3. the proposed Fees for the work based on the Fees set out in Schedule 4 (Fees and Invoicing), including any fixed fee or fee discounts offered, together with a breakdown of how the Fees are calculated.
- 2.3. The Service Provider agrees that:
- 2.3.1. all Proposals submitted by the Service Provider in relation to a further competition held pursuant to this paragraph 2 shall remain open for acceptance by the Consortium Member for ninety (90) Days (or such other period specified in the invitation to tender issued by the relevant Consortium Member); and
 - 2.3.2. all Proposals submitted by the Service Provider are made and will be made in good faith and that the Service Provider has not fixed or adjusted, and will not fix or adjust, the detail or amount of the offer by or in accordance with any agreement and arrangement with any other person. The Service Provider certifies that it has not and undertakes that it will not:
 - 2.3.2.1. communicate to any person other than the Consortium Member inviting these offers the amount or approximate amount of the offer, except where the disclosure, in confidence, of the approximate

amount of the offer was necessary to obtain quotations required for the preparation of the offer; or

- 2.3.2.2. enter into any arrangement or agreement with any other person that he or the other person(s) shall refrain from making an offer or as to the amount of any offer to be submitted.

Responsibility for Awards

2.4. The Service Provider acknowledges that each Consortium Member is independently responsible for the conduct of its award of Contracts under this Agreement and that the Authority is not responsible or accountable for and shall have no liability whatsoever in relation to:

- 2.4.1. the conduct of the Consortium Members in relation to this Agreement; or
- 2.4.2. the performance or non-performance of any Contracts between the Service Providers and the Consortium Members entered into pursuant to this Agreement.

3. INSTRUCTIONS

3.1. Once a Consortium Member has selected a Service Provider following the procedure set out in this Schedule the Consortium Member shall place Instructions with the Service Provider in writing (which may include e-mail if the Consortium Member wishes), unless the urgency of the situation requires otherwise. Where verbal Instructions are given they shall be confirmed in writing by the Service Provider to the Consortium Member within 2 Days.

3.2. The Parties acknowledge that Instructions may be sent electronically.

Accepting Instructions

3.3 All Instructions shall be acknowledged by the Service Provider in writing by completing and sending the **Instruction Pro-Forma to the relevant Legal Officer** using the template set out at Schedule 5 within 2 Days of receiving the Instructions.

3.4 If the Service Provider:

- 3.4.1 notifies the Consortium Member that it declines to accept the Instructions; or
- 3.4.2 the time-limit referred to in paragraph 2.3.1 has expired;

then the offer from the Consortium Member to the Service Provider shall lapse and the relevant Consortium Member may offer those Instructions to another Service Provider.

Schedule 4: Fees and Invoicing

1 Fees

1.1 The Fees shall be fixed for the period of this Agreement and any Contract formed under this Agreement unless an alternative fee is agreed via the mini-competition process set out in Schedule 3.

1.2 The Fees shall be calculated on the following scale:

Fee Earner	Hourly Rate £
Partner or equivalent	
Senior Solicitor – over 5 years PQE	
Associate Solicitor – over 3 years PQE	
Solicitor – less than 3 years PQE	
Trainee Solicitor	
Other Fee Earner	

1.4 Disbursements shall only be charged in accordance with the Specification.

2 Invoicing Procedure

2.1 The Service Provider shall be entitled to issue an invoice or invoices to the instructing Consortium Member in respect of Fees for Services in accordance with this Schedule 4. **No invoices can be issued or will become due and payable unless and until an Instruction Pro-Forma has been completed and sent by the Service Provider to the instructing Consortium Member.**

2.2 Every invoice raised by the Service Provider shall be a fully itemised bill setting out:

2.2.1 the case name, which shall clearly identify the matter and what it relates to;

2.2.2 the Consortium Member's allocated case number;

2.2.3 listing the fee earners and their hourly rates;

2.2.4 the dates that work was undertaken and the time spent by each fee earner;

2.2.5 a narrative of the work undertaken on each date to justify the time spent;

2.2.6 disbursements incurred that month;

2.2.7 the total amount invoiced that month;

2.2.8 all applicable VAT (on fees and where relevant disbursements (i.e. where VAT is not already included in the disbursement fee)); and

2.2.9 the total amount billed on the case overall.

2.3 Invoices shall be addressed directly to the instructing Consortium Member marked for the attention of the instructing Legal Officer (or other authorised person as notified by the Consortium Member to the Service Provider)

2.4 A separate invoice shall be issued for each matter/case and shall be submitted monthly to the Consortium Member and all invoices shall be submitted to the Consortium Member at the same time each month unless the relevant Consortium Member requests invoices to be submitted to it at a different frequency (e.g. quarterly or annually).

Schedule 5: Instruction Pro-Forma

EM LawShare Instruction Pro-Forma (to be completed by the partner firm)	
Name of EMLS Member:	
Name of Partner Firm:	
Case Name:	
Date Instructions Received:	
Allocated Case Number:	
Purchase Order Number	

Consortium Member Information		
<u>Name of Legal Contact Officer:</u>	Tel No	
	Fax No	
	e-mail	
<u>Name of Client Officer:</u>	Tel No	
	Fax No	
	e-mail	
Legal Partner Information		
<u>Name of Fee Earner:</u>	Tel No	
	Fax No	
	e-mail	
<u>Name of Fee Earner's Supervisor:</u>	Tel No	
	Fax No	
	e-mail	
Identify Main Work Area (10 Work Areas):		
Reason for referral of instructions	Delete as applicable : <ul style="list-style-type: none"> • Specialism • Capacity • Client urgent instructions 	
Description of Work / Background to matter / Any special instructions / Key Dates or Milestones:		
Cost Estimate:	£	
Conflict of Interest Check and no conflict?	YES/NO	
If conflict identified please give details:		

Personal Data to be processed – if yes please provide/agree annex A

Please e-mail completed form to Legal Officer Contact

Schedule 6: Completion Pro-Forma

EM LawShare Completion Pro-Forma	
• Name of Authority:	•
• Name of Legal Partner:	•
• Case Name:	•
• Allocated Case Number:	•
• Date Completed:	•

Consortium Member Information		
<u>Legal Officer Contact:</u>	Tel No	
	e-mail	
<u>Name of Client Officer:</u>	Tel No	
	e-mail	

Legal Partner Information		
<u>Name of Fee Earner:</u>	Tel No	
	e-mail	
<u>Name of Fee Earner's Supervisor:</u>	Tel No	
	e-mail	

Narrative of case/work undertaken:

Outcome of case:

Key documents produced and provided (what documents, who sent to, on what date) and location of original documents:
--

Decision number:	
-------------------------	--

Total Cost:	£
Any other relevant information/steps to be taken in the future/lessons learned/policy considerations:	
Please e-mail the completed form to the Legal Officer Contact	

Schedule 7: Feedback Assessment Form

EM LawShare Feedback Assessment Form

We are committed to delivering a high quality service to EM LawShare members and always welcome constructive comments on how we have performed and your suggestions as to how we could improve. We would be grateful if you should spend a short time completing the following questions.

1. Name of Authority:	
2. Name of Legal Partner:	
3. Case Name:	
4. Work Category:	

1 Was your contact with the Legal Partner both courteous and supportive?

Strongly Agree	Agree	Disagree	Strongly Disagree
-----------------------	--------------	-----------------	--------------------------

2 Did you receive legal advice within the desired timescale?

Strongly Agree	Agree	Disagree	Strongly Disagree
-----------------------	--------------	-----------------	--------------------------

3 Were you kept informed of progress at suitable intervals?

Strongly Agree	Agree	Disagree	Strongly Disagree
-----------------------	--------------	-----------------	--------------------------

4 Did the Legal Partner understand your requirements and provide suitable advice?

Strongly Agree	Agree	Disagree	Strongly Disagree
-----------------------	--------------	-----------------	--------------------------

5 Was the service provided value for money?

Strongly Agree	Agree	Disagree	Strongly Disagree
-----------------------	--------------	-----------------	--------------------------

6 How did you rate the overall service provided by the Legal Partner in this case?

Very Good	Good	Fair	Not Satisfactory
------------------	-------------	-------------	-------------------------

7 Any additional comments that you wish to raise:

Please e-mail completed form to: 1. Legal Partner

Thank you for your time

Schedule 8: Key Personnel

Work Area	Key Contact
Administrative & Corporate Governance	Name: Email: Tel:
Adult Services	Name: Email: Tel:
Civil Litigation (including personal injury)	Name: Email: Tel:
Contract/Commercial/Procurement	Name: Email: Tel:
Conveyancing/Property	Name: Email: Tel:
Criminal Litigation	Name: Email: Tel:
Education	Name: Email: Tel:
Employment	Name: Email: Tel:
Housing	Name: Email: Tel:
Planning/Highways/Environmental	Name: Email: Tel:

Schedule 9:

Review Meetings

- 1 Review Meetings shall take place in accordance with this Schedule if so requested by the Consortium Co-ordinator/Consortium Board.
- 2 Review Meetings shall be held annually at a time and place to be agreed between the Service Provider's Key Contact and the Consortium Co-ordinator.
- 3 The Review Meetings may be attended by other representatives of the Service Provider and the Consortium as mutually agreed between the Parties.
- 4 The Review Meeting agenda shall include, but shall not be limited to, the following:
 - reviewing the annual Performance Report from the Service Provider prepared in accordance with the Specification;
 - discussing any necessary improvement actions;
 - reviewing the annual usage return spreadsheet;
 - a general review of the performance of the Services provided; and
 - any policy and practice issues relating to this Agreement.

Individual Consortium Members may also request review meetings with the Service Provider's Key Contact if requested.

If individual Consortium Members cannot resolve any issues with the Service Provider at such meetings issues will be raised in writing with the Consortium Co-ordinator who will refer the matter to the Consortium Board as appropriate and/or discuss at/call a Review Meeting as necessary.

Meetings can be in person or by telephone/video conference facilities.

Schedule 10: Data Protection

[NOTE: this Schedule may be subject to change as a result of the UK's departure from the European Union and the end of the transition period and where the Service Provider processes any Personal Data outside the UK]

The following terms have the following meaning in this Schedule 10:

Service Provider Personnel: means all directors, officers, employees, agents, consultants and contractors of the Service Provider and/or of any Sub-Provider engaged in the performance of its obligations under this Agreement.

Data Protection Legislation: (i) the UK GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy.

Data Protection Impact Assessment: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer take the meaning given in the UK GDPR.

Data Loss Event: any event that results, or may result, in unauthorised access to Personal Data held by the Service Provider under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

Data Subject Access Request: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

DPA 2018: Data Protection Act 2018.

UK GDPR: the General Data Protection Regulation (Regulation (EU) 2016/679).

LED: Law Enforcement Directive (Directive (EU) 2016/680) as transposed into UK law by the DPA 2018.

Protective Measures: appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.

Special Categories of Personal Data: means the categories of personal data referred to in the Data Protection Act 2018 and in the UK GDPR;

Sub-processor: any third Party appointed to process Personal Data on behalf of the Service Provider related to this Agreement.

1. DATA PROTECTION

- 1.1 To the extent that the Service Provider is processing Personal Data on behalf of the Consortium Member under this Agreement the Parties acknowledge that for the purposes of the Data Protection Legislation, the Consortium Member is

the Controller and the Service Provider is the Processor. The only processing that the Service Provider is authorised to do is listed in annex 1 to this Schedule by the Consortium Member and may not be determined by the Service Provider.

- 1.2 The Service Provider shall notify the Consortium Member immediately if it considers that any of the Consortium Member's instructions infringe the Data Protection Legislation.
- 1.3 The Service Provider shall provide all reasonable assistance to the Consortium Member in the preparation and any review of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Consortium Member, include:
 - (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.4 The Service Provider shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
 - (a) process that Personal Data only in accordance with annex 1 to this Schedule, unless the Service Provider is required to do otherwise by Law. If it is so required the Service Provider shall promptly notify the Consortium Member before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Consortium Member as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that:
 - (i) the Service Provider Personnel do not process Personal Data except in accordance with this Agreement (and in particular Annex 1);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Service Provider Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Service Provider's duties under this paragraph;
 - (B) are subject to appropriate confidentiality undertakings with the Service Provider or any Sub-processor;

- (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Consortium Member or as otherwise permitted by this Agreement; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Consortium Member has been obtained and the following conditions are fulfilled:
- (i) the Consortium Member or the Service Provider has provided appropriate safeguards in relation to the transfer as determined by the Consortium Member;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Service Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Consortium Member in meeting its obligations); and
 - (iv) the Service Provider complies with any reasonable instructions notified to it in advance by the Consortium Member with respect to the processing of the Personal Data;
- (e) comply with the Surveillance Camera Code of Practice (<https://www.gov.uk/government/publications/surveillance-camera-code-of-practice>) where surveillance camera(s) (including but not limited to CCTVs, unmanned aerial vehicles/drones and body worn cameras) are being used to process Personal Data;
- (f) at the written direction of the Consortium Member, delete or return Personal Data (and any copies of it) to the Consortium Member on termination of the Agreement unless the Service Provider is required by Law to retain the Personal Data.

1.5 Subject to paragraph 1.6, the Service Provider shall notify the Consortium Member immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, object to the processing of, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

- (f) becomes aware of a Data Loss Event (notice of a Data Loss Event shall be notified to the Consortium Member).
- 1.6 The Service Provider's obligation to notify under paragraph 1.5 shall include the provision of further information to the Consortium Member in phases, as details become available.
- 1.7 Taking into account the nature of the processing, the Service Provider shall provide the Consortium Member with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 1.5 (and insofar as possible within the timescales reasonably required by the Consortium Member) including by promptly providing:
 - (a) the Consortium Member with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Consortium Member to enable the Consortium Member to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Consortium Member, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Consortium Member following any Data Loss Event;
 - (e) assistance as requested by the Consortium Member with respect to any request from the Information Commissioner's Office, or any consultation by the Consortium Member with the Information Commissioner's Office.
- 1.8 The Service Provider shall maintain complete and accurate records and information to demonstrate its compliance with this paragraph. This requirement does not apply where the Service Provider employs fewer than 250 staff, unless:
 - (a) the Consortium Member determines that the processing is not occasional;
 - (b) the Consortium Member determines the processing includes Special Categories of Personal Data or Personal Data relating to criminal convictions and offences referred to in the UK GDPR; and
 - (c) the Consortium Member determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.9 The Service Provider shall allow for audits of its Data Processing activity by the Consortium Member or the Consortium Member's designated auditor.
- 1.10 The Service Provider shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 1.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Service Provider must:
 - (a) notify the Consortium Member in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Consortium Member;

- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this paragraph 1 such that they apply to the Sub-processor; and
 - (d) provide the Consortium Member with such information regarding the Sub-processor as the Consortium Member may reasonably require.
- 1.12 The Service Provider shall remain fully liable for all acts or omissions of any Sub-processor.
- 1.13 The Consortium Member may, at any time on not less than 30 Working Days' notice, revise this paragraph by replacing it with any applicable controller to processor standard paragraphs or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Consortium Member may on not less than 30 Working Days' notice to the Service Provider amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 1.15 [In addition, the Service Provider (in the provision of the Services and as described in Annex1a) will become a joint Data Controller in respect of Data it collates and shall comply with Data Protection Legislation and ICO guidance on joint controller responsibilities.]

2. PROCESSING, PERSONAL DATA AND DATA SUBJECTS

2.1 The Service Provider shall comply with any further written instructions with respect to processing by the Consortium Member.

2.2 Any such further instructions shall be incorporated into this Schedule.

2.3 Further details about the processing of Personal Data may be specified by the relevant Consortium Member in the Instructions Pro-Forma. The Instructions Pro-Forma may include additional instructions in relation to the processing of Personal Data and may require, amongst other things, the relevant parties enter into an Information Sharing Agreement in relation to the processing of Personal Data for the purposes of the ordered Services.

Annex 1

Description	Details
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Subject matter of the processing	The subject matter of the Personal Data being processed will include Personal Data relating to Data Subjects in respect of any matter on which professional legal advice being sought by the Authority/Consortium/Consortium Member in respect of that matter or which is otherwise relevant to the provision of the Services.
Duration of the processing	The processing of Personal Data by the Service Provider will be carried out for the period during which the Services are required and any period during which the Service Provider is required to maintain records of such advice in accordance with this Agreement and any regulatory and legal requirements.
Nature and purposes of the processing	<p>The processing of Personal Data will include the transmission of Personal Data relating to Data Subjects required in order for the Service Provider to effectively provide the Services and the legal advice sought. It may involve being processed on systems of the Service Provider for the purposes of delivering the Services.</p> <p>Personal Data will be processed for the purposes of the Service Provider effectively delivering the Services and providing the legal advice and assistance sought.</p>
Type of Personal Data	Personal Data may include any type of Sensitive Personal Data or non-sensitive Personal Data – this will be dependent on the Services being provided and the legal advice being sought and the nature of the Personal Data required to be processed in order for that advice to be provided.
Categories of Data Subject	The categories of Data Subjects in respect of whose Personal Data will be processed will depend on the nature of the legal advice sought.

<p>Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data</p>	<p><i>[Describe how long the data will be retained for, how it be returned or destroyed]</i></p>
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Annex 1a

<p>Joint Controllers</p>	
<p><i>[Where the Consortium Member and Provider are joint controllers this table shall be completed]</i></p>	
<p>Consortium Member</p>	<p><i>Set out boundaries of responsibility for information / data so it is clear to a Service User / independent third party who is responsible for each activity. This will require to describe what happens with the information / data.</i></p>
<p>Provider</p>	<p><i>Set out boundaries of responsibility for information / data so it is clear to a Service User / independent third party who is responsible for each activity. This will require to describe what happens with the information / data.</i></p>