

RE-ISSUE OF CILEx REGULATION TENDER DOCUMENTATION

CILEx REGULATION HAS REISSUED ITS TENDER ORIGINALLY PUBLISHED ON 27 OCTOBER 2020. THESE TENDER DOCUMENTS REPLACE ALL PREVIOUS DOCUMENTS ISSUED IN RELATION TO THE AWARD OF THE CONTRACT TO DELIVER TRAINING AND ASSESSMENT FOR THE ALTERNATIVE ROUTE TO PRACTICE RIGHTS.

Introduction to the Tender Requirements

1. CILEx Regulation is the independent regulator for Chartered Legal Executives (Fellows), other grades of CILEx membership, CILEx Practitioners and Firms. As part of our review of our qualifying requirements and aligned to our strategic objective of strengthening the diversity of our profession through flexible and agile regulatory models, we propose to introduce an additional route by which Fellows can achieve authorisation to work in specialised areas.
2. Our regulated activity includes overseeing the education, qualification and practice standards of Chartered Legal Executives, CILEx Practitioners and others in our regulated community. In carrying out this work we focus education and training on requirements which ensure competence standards.
3. Under our current regulations to achieve Fellow status, a Chartered Legal Executive must have met the following requirements:
 - **knowledge** - completed the academic stage of training: CILEx Level 3 qualifications which are set and assessed at 'A' level standard and CILEx Level 6 qualifications which are set and assessed at university degree standard. (A fast track route is available to graduates with a qualifying law degree); and
 - **experience** -undertaken a minimum of three years' [qualifying employment](#); and
 - **skill** - demonstrated competence in the [work-based learning outcomes](#) - a competence- based assessment requiring a demonstration of 27 learning outcomes.
4. Having achieved Fellow status, an individual is not however permitted to work in a reserved area of activity or a regulated activity unless he or she is supervised by an authorised person. Reserved areas of work include litigation, probate and conveyancing. Immigration is a regulated area of work. The Rules and Handbook Guidance for Practice Rights which specify the current requirements for acquiring additional practice rights are available [here](#).
5. As part of our work in ensuring that our education and training requirements reflect developments in the provision of legal services and our commitment to a diverse talent stream and enhanced social mobility we want to provide a choice for existing Fellows who wish to be authorised to work in a reserved or regulated area.
6. We intend to provide the following choice; to either
 - a. Follow the existing route to authorisation to work unsupervised in a reserved or regulated area as follows:

The current provision

- i. **knowledge** - achievement in CILEx level 6 examinations or equivalent or through five portfolios covering a range of matters handled in their casework; and

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- ii. **Experience** - five years working in the legal sector of which at least two years are in the specialist field; and
- iii. **Skill** - in the practice area by way of one, or a combination of a logbook and portfolio of evidence demonstrating the learning outcomes have been met; or completion of a specified course;

or

The new and alternative provision

- b. Acquire additional rights to practice by demonstrating competence in the practice area as follows:
 - i. A Fellow with 5 years or more qualifying employment including 2 years' or more experience in the Specified Practice Area may be granted a certificate to practice in that Specified Practice Area provided that he or she meets the following requirements:
 - I. Pass an Assessment in the relevant practice area; and
 - II. Provide Satisfactory Evidence of experience in the relevant practice area.
 - ii. A Fellow with 5 years or more qualifying employment with less than 2 years' experience in the Specified Practice Area may be granted a certificate to practice in that Specified Practice Area provided that he or she meets the following requirements:
 - I. complete an Approved Course delivered by an Authorised Provider; and
 - II. pass an Assessment administered by an Authorised Provider in the Specified Practice area; and
 - III. provide Satisfactory Evidence of successful completion of the course in the Specified Practice Area and evidence of at least 5 years of qualifying employment.
- 7. Relevant experience would be tested by CILEx Regulation through the practice rights application process.
- 8. There are currently around 6,500 practising Fellows who do not have specialist practice rights. Although it is unlikely that they will all want to take advantage of this route, it will be open to:
 - a. any Fellow holding a current practising certificate to extend the rights held, or
 - b. any Fellow who has qualified via the apprenticeship route,provided they meet the minimum experience requirements.
- 9. We are now tendering for provision of a training programme to enable Fellows of CILEx to acquire additional rights to practice, according to the assessment process set out in para 15. We believe this assessment process would best the needs of members.

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The training

10. All applicants need to have been authorised as a Fellow of CILEx for a minimum of 5 years and, in relation to experience, they can either:
 - a. demonstrate 2 years Qualifying Employment in the area of practice using the current Qualifying Employment process, or
 - b. they can complete the accredited training that will be developed as part of this scheme.
11. It is intended that the training would provide them with evidence for the Qualifying Employment part where the applicant has not been working in the area of practice for at least 2 years prior to applying for practice rights. Therefore, applicants who have been working in the area of practice for over 2 years can also elect to undertake the training in place of completing the Qualifying Employment application.
12. There is no expectation that the training would deliver the same outcomes as a sustained period of relevant practical experience in the practice area. Relevant experience will be assessed by CILEx Regulation through the application process. We would however expect the training to focus on the core knowledge and skills required for competent and safe practice in the practice area and have the following outcomes which would be assessed in the assessment:
 - Level 6 knowledge of the law and practice in the specialist area
 - Competence in the relevant skills for the specialist practice area:
 - client care
 - research
 - drafting
 - letter writing
 - interviewing and advising
13. We have not otherwise specified the requirements of training; we have asked bidders to provide a training strategy and an outline training schedule as part of their response.

The Assessment Requirements

14. It is crucial that consumers, the regulator, the profession and other stakeholders have confidence in the assessment and this must drive the decisions to be made as to type of assessment, the standard applied to be assured of an individual's competence, and by who, and how it is delivered.
15. The choice of assessment must therefore be driven by the following minimum essential criteria:
 - Validity - it must measure what it is intended to measure and the inferences and decisions that are made (i.e. the competence of a passing/failing candidate) on the basis of the assessment can be justified. This is achieved by making sure that assessment questions align to the relevant competences.
 - Reliability - the results provide confidence that repeated or equivalent assessments would provide consistent results about a candidate's level of achievement. Reliability is essential to the defensibility of the pass mark and outcome for candidates.
 - Fair – it is non-discriminatory.

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- Feasibility – affordable and efficient.
- Acceptable to stakeholders.

16. We are confident that the assurance that a Fellow has acquired a breadth and depth of knowledge and skills to an appropriate standard for safe practice in a reserved or regulated area of practice can be robustly and reliably established through objective assessment. We propose the following assessment method:

Assessment type	Competence Assessed	Assessment description	Assessment conditions
Multiple choice/single best answer/multiple response	Knowledge, understanding and application of law and practice Client relationship Conduct ethics and professionalism	Assessment of applied technical knowledge	Closed book Timed -1.5 hours 45 questions Computer-based Electronically marked
Written and oral practical skills test	Knowledge, understanding and application of law and practice Client relationship Conduct ethics and professionalism Use of technology Effective working practices Communication	Conduct interview with standardised client Draft/critique legal document Communicate finding to client in writing	Timed – 2 hours Access to online research tools Completed on a computer Marked manually Specific assessment criteria for law and skills competences

17. We have reached this decision having reviewed assessment methods adopted by other professional and regulatory bodies which, like us, place the protection of the consumer at the heart of their regulatory framework. We will however consider any alternative appropriate **fully reasoned models** proposed in the bid, which explains how it meets the specific requirements set out at page 3 above. **Whilst we do not rule out a portfolio-style assessment, we would strongly prefer a different assessment model. The rationale for this is as follows:**

18. The current authorisation scheme for independent practice rights requires applicants to demonstrate their competence through the submission of a portfolio for assessment drawn from the applicant's caseload and experience. It is therefore a very different application and assessment from the proposed approach for established Fellows under the fast-track route. Applications using the portfolio approach have not been as popular owing to factors such as duplication of assessment, time taken to compile the portfolio and having to do so without the support of a training provider or professional guidance, etc.

19. In addition, members have indicated that they would prefer the alternative assessment approach proposed in this tender. Consultation responses indicated that although the current approach has not been taken up in significant numbers, the approach proposed in the tender would be more popular. CILEx recently sent out a

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survey to qualified Chartered Legal Executives on the new route to acquiring independent practice rights and received a 5% response rate. Of those responders, 60% said they were very likely or likely to apply for practice rights using the new alternative route.

20. The final assessment specification would be drawn up by the appointed provider and subject to our approval. CILEx Regulation will appoint the external examiners to oversee and moderate the training and assessment to ensure consistency of standards across all schemes in operation at CILEx Regulation relating to the authorising individual practice rights.

Cost and Value for Money

21. CILEx Regulation is interested in the cost to the applicant both for sitting the assessment alone, and the cost of training and assessment combined.
22. We would be looking particularly for value for money to the applicant so, for example, how technology or other innovations could be used to keep costs down would be of interest as would how technology or other innovations may be utilised to deliver to a wide geographical spread of applicants. Value for money will also relate to the ability of applicants to complete the assessment without significant time outlay in preparation of documents etc.
23. It does not necessarily mean that CILEx Regulation will choose the cheapest option.

Evaluation

24. We will evaluate responses in 2 parts, as follows:

Part 1: Evaluation of the proposal against the tender requirements (50% of total score)

Category	Criterion	Statement of Requirement reference
Outline of proposal	Does the proposal meet the assessment requirements set out at page 4? If not, has the bidder provided a full rationale for the alternative approach put forward including how the alternative approach proposed by the bidder meets the specific requirements set out at pages 3 & 4?	A.4

25. **Where the bid fully meets the requirements set out in para 15, 4 marks will be awarded. Alternative proposals will be marked out of 4 but are unlikely to get full marks. Where the alternative proposal does not meet CILEx Regulation's stated requirement, 0 marks will be awarded and the tender will be disqualified.**

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Part 2: The Organisation & The Administration of the Proposal (50% of total score)

<p>Capability/knowledge experience</p>	<p>Has the bidder demonstrated a breadth and depth of experience in developing and delivering training and competence-based assessments?</p> <p>Does the evidence provided demonstrate experience of developing and delivery assessments and training of a similar type and scale?</p> <p>Has the bidder demonstrated knowledge and understanding of CILEx Regulation's qualification framework?</p> <p>If the bidder proposes to sub-contract any element of the assessment and/or training have these arrangements been fully identified and their role explained?</p> <p>Has the bidder demonstrated that it will apply effective and robust approaches to standardisation, marking and moderation to ensure reliability and consistency of assessment decisions?</p>	<p>B.1, B.2, B.3, B.4, B.5, B.6</p>
<p>Delivery</p>	<p>Has the bidder provided details of their proposed training by reference to:</p> <ul style="list-style-type: none"> Outcomes Duration Availability Format 	<p>B.2, B.4, B.5, B.6, B.7, C.1,</p>

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	<p>Locations</p> <p>Has the bidder provided details of the design and development of the assessment?</p> <p>Are the bidder's proposed resources, including staffing, sufficient adequate and appropriately qualified to develop and deliver the assessment and training in the specified practice areas?</p>	
<p>Quality assurance and risk management</p>	<p>Does the bidder have:</p> <p>policies and processes which ensure the integrity and security of the assessment</p> <p>policies and processes to assure the quality of the assessment, and training, including checks for validity, reliability, accuracy, and bias</p> <p>clear and fair policies and processes for complaints, appeals and requests for reasonable adjustments</p> <p>appropriate, and GDPR compliant mechanisms for collecting data, storing and destroying data and analysing data for the purposes of standard setting and analysing performance</p> <p>policies and processes to identify and manage actual, potential and perceived conflicts of interest</p>	<p>B.3, B.5, B.6, B.7, B8, C.2, C.3, C.4, D.1, D.2,</p>

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	Does the bid set out key risks and appropriate mitigation?	
Cost and value for money (see paras 21-23)	Has a breakdown of costs been supplied? Does the bid set out how the proposal offers value for money? Are there innovative ideas offered to maximise value for money?	B.1-6, E.1, E.2, E.3

26. We will score each category according to the following marking scheme. The total score will be weighted as 50% from part 1 and 50% from part 2 to give a total score:

	Score	
Excellent	4	The bidder has provided a full response to all requirements and demonstrates a deep understanding of the desired outcomes. The response identifies factors that will offer potential added value and/or innovation. The evidence provided in support is strong.
Good	3	The bidder has provided a full response to all or most of the requirements and shows a good understanding of the desired outcomes. The response identifies factors that will offer potential added value. The evidence provided is good.
Satisfactory	2	The bidder has provided responses to all or most of the categories but there are some aspects which lack detail or clarity. The evidence provided is adequate.
Poor	1	The responses are incomplete or lack detail. The evidence in support is weak or unrelated to the requirements. Major reservations of the bidder's understanding and proposed methodology.
Unacceptable	0	No response given or the response does not address the requirement.

27. On completion of the shortlisting stage, we may invite all shortlisted applicants to make a presentation to the evaluation panel.

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Key dates

Date	Requirement
15 March 2021	Closing date for clarification questions from bidders
22 March 2021	Closing date for submission of responses
2 April 2021	Consideration of responses by CILEx Regulation
12 April 2021	Notification of shortlisted bidders and next steps

28. After 2 April, all tender documents from bidders will be submitted to an evaluation panel, which will consist of 2 independent advisers and a member of the CILEx Regulation Executive. Their recommendations will be provided to the CILEx Regulation Board, who will make the final decision on the successful bidder.

29. Notification will be made to shortlisted bidders on 12 April 2021 unless CILEx Regulation is able to decide on award of the tender on this date.

Next steps

30. The Legal Services Board has approved the first stage of the rules for an alternative route to practice rights for established Fellows.

31. The next stage of the implementation of this scheme involves the appointment of a training and assessment provider to develop the scheme including sample assessment materials, proposals for training and assessment and a pilot of the resulting provision. CILEx Regulation intend to submit a further application to the Legal Services Board in October 2021 following the outcome of the pilot, with a view to rolling out the new route to practice rights at the beginning of 2022.

Appointment of the organisation

32. We intend to appoint an organisation, either on their own account or as part of a consortium, to develop and deliver training and an assessment of competence in the specialised practice areas of:

- Civil Litigation*
- Criminal Litigation*
- Conveyancing Practice
- Family Litigation*
- Immigration Practice
- Probate Practice

*Fellows would also need to complete the advocacy training programme as currently required. Bidders are not required to include provision for advocacy training or assessment. Details as to how our current requirements for advocacy are met are [here](#).

33. Bidders are invited to provide responses, and where required supporting evidence, to the Statement of Requirements. To assist in preparing their bid, bidders will find

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detailed information about the current education, training and experiential requirements for qualification as a Chartered Legal Executive on our website [here](#). This invitation to tender follows a consultation on granting additional practice rights for established Fellows: the consultation is available [here](#).

34. The Rules and Handbook Guidance for Practice Rights which specify the current requirements for acquiring additional practice rights are available on our website:

Area of Practice	Rules	Handbook
Conveyancing	Link	Link
Probate	Link	Link
Immigration	Link	Link
Litigation & Advocacy for civil proceedings	Link	Link
Litigation & Advocacy for criminal proceedings		Link
Litigation & Advocacy for family proceedings		Link

Marketing support

35. CILEx Regulation will assist with marketing the training and assessment provided by the chosen provider to appropriate Chartered Legal Executives.

Administrative support

36. CILEx Regulation will assist with moderating training materials and assessments and will market courses as part of an individual's career development options through CILEx. We would expect the chosen provider to administer the course but CILEx Regulation would help with the recruiting of suitable applicants.

Clarification questions

37. We are happy to accept clarification questions from bidders. Clarification questions should be sent to Danielle Rowles, Practitioner Authorisation and Supervision Team Leader (danielle.rowles@cilexregulation.org.uk). Please note the closing date for receiving clarification questions is 15 March 2021. In the interests of fairness, we will circulate details of all questions raised to all bidders (anonymised) and our responses.

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APPENDIX 1: Terms and Conditions

SUPPLY OF SERVICES AGREEMENT

CONTRACT DETAILS

DATE:

CILEx Regulation	CILEx Regulation Limited (company number 06712409)
CILEx Regulation address:	Kempston Manor, Manor Drive, Kempston, Bedford, Bedfordshire, MK42 7AB
CILEx Regulation's representative:	Name: Victoria Purtill Email: victoria.purtill@cilexregulation.org.uk Telephone: 07887 613398
Supplier:	[Company name] (company number [●])
Supplier's address:	[address]
Supplier's VAT number:	[●]
Supplier's representative:	Name: [●] Email: [●] Telephone: [●]
Services Start Date:	[Date]
Services:	The development and delivery of training and an assessment of competence in the following specialised legal practice areas of: Civil Litigation, Criminal Litigation, Conveyancing Practice, Family Litigation, Immigration Practice and Probate Practice. The Services must be delivered in accordance with the quality standards required by CILEx Regulation at the point of Accreditation. In addition, the Supplier will develop and deliver a pilot of the training and assessment in at least one litigation practice area and one non-contentious practice area.
Deliverables:	For the full delivery: (i) training materials relevant to each legal practice area; (ii) assessments relevant to each legal practice area; (iii) results reports for the assessments, moderation reports, annual reports; and (iv) information regarding the costs of training and assessment to the Chartered Legal Executives. For the pilot: (i) training materials relevant to at least one litigation subject and one non-contentious legal practice area; (ii) assessments relevant to at least one litigation subject and one non-contentious legal practice area; (iii)

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	results reports for the assessments, moderation reports; and (iv) information regarding the costs of training and assessment to the Chartered Legal Executives.
Milestones:	[Performance dates for the services or deliverables]
Accreditation Fees:	[Details of the accreditation fees payable]

1. This Contract is made up of the following:

- (a) The Contract Details.
- (b) The Conditions.

2. If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

This Contract has been entered into on the date stated at the beginning of it.

Signed by **Victoria Purtil**
an authorised representative
for and on behalf of
CILEx Regulation Limited

.....
Authorised Representative

Signed by [name of director]
a director for and on behalf of
[Name of supplier]

.....
Director

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It is hereby agreed

1. INTERPRETATION

1.1 Definitions:

“Accreditation”: the formal recognition that the Supplier has met a set of quality standards set by CILEx Regulation and maintains those standards in its work with Chartered Legal Executives.

“Accreditation Fees”: the non-refundable fees payable by the Supplier to CILEx Regulation for Accreditation, as set out in the Contract Details.

“Accreditation Period”: the period of three (3) years during which the Supplier shall have a valid Accreditation issued by CILEx Regulation starting on the date on which the Accreditation Fees are received by CILEx Regulation.

“Applicable Data Protection Laws”: means:

- (a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.
- (b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the party is subject, which relates to the protection of personal data.

“Business Day”: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

“Chartered Legal Executive”: a lawyer that has qualified as a Fellow of the Chartered Institute of Legal Executives and whom wishes to participate on one or more of the training courses and complete the assessments provided by the Supplier as part of the Services.

“Conditions”: these terms and conditions set out in clause 1 (Interpretation) to clause 13 (General) (inclusive).

“Contract”: the contract between CILEx Regulation and the Supplier for the supply of the Services in accordance with the Contract Details and these Conditions.

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"**control**": has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.

"**CILEx Reg Materials**": all materials, specifications and data supplied by the Customer to the Supplier.

"**Deliverables**": has the meaning given in the Contract Details.

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

"**Intellectual Property Rights**": patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) 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.

"**Milestones**": the performance dates for the delivery of the Services as set out in the Contract Details.

"**Services**": the services, including without limitation any Deliverables, to be provided by the Supplier to the Chartered Legal Executives pursuant to the Contract, as described in the Contract Details.

"**Services Start Date**": the day on which the Supplier is to start provision of the Services, as set out in the Contract Details.

"**Supplier IPRs**": all Intellectual Property Rights either subsisting in the Deliverables (excluding any CILEx Reg Materials incorporated in them) or otherwise necessary or desirable to enable CILEx Regulation to receive and use the Services.

"**UK GDPR**": has the meaning given to it in the Data Protection Act 2018.

1.2 Interpretation:

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1.2.1 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision includes any subordinate legislation made from time to time under that statute or statutory provision.

1.2.2 Any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.2.3 A reference to “writing” or “written” includes email but not fax.

2. COMMENCEMENT AND TERM

The Contract shall commence on the date when it has been signed by both parties and shall continue, unless terminated earlier in accordance with its terms, until either party gives to the other not less than nine (9) months' written notice to terminate.

3. SUPPLY OF SERVICES

3.1 The Supplier shall supply the Services from the Services Start Date in accordance with the Contract.

3.2 In performing the Services the Supplier shall meet, and time is of the essence as to, any Milestones specified in the Contract Details.

3.3 In supplying the Services, the Supplier shall:

3.3.1 perform the Services with reasonable care, skill and diligence;

3.3.2 co-operate with CILEx Regulation in all matters relating to the Services, and comply with all instructions of CILEx Regulation;

3.3.3 only use personnel who are suitably skilled and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled;

3.3.4 ensure that it obtains, and maintains all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable it to comply with its obligations in the Contract;

3.3.5 ensure that the Services and Deliverables shall conform in all respects with the service description set out in the Contract Details and that the

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Deliverables shall be fit for any purpose that CILEx Regulation expressly or impliedly makes known to the Supplier;

- 3.3.6 comply with all applicable laws, statutes, regulations and codes from time to time in force;
- 3.3.7 observe all health and safety rules and any other reasonable security requirements that apply at any teaching premises from time to time and are notified to the Supplier; hold all CILEx Reg Materials in safe custody at its own risk, maintain the CILEx Reg Materials in good condition until returned to CILEx Regulation, and not dispose of or use the CILEx Reg Materials other than in accordance with CILEx Regulation's written instructions or authorisation;
- 3.3.8 not do or omit to do anything which may cause CILEx Regulation to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business; and
- 3.3.9 notify CILEx Regulation in writing immediately upon the occurrence of a change of control of the Supplier.

4. CUSTOMER'S OBLIGATIONS

- 4.1 CILEx Regulation shall provide such necessary information for the provision of the Services as the Supplier may reasonably request in order to achieve the Accreditation.
- 4.2 A failure by CILEx Regulation to comply with the terms of the Contract can only relieve the Supplier from complying with its obligations under the Contract with effect from the date on which the Supplier notifies CILEx Regulation in writing and in reasonable detail of CILEx Regulation's failure and its effect or anticipated effect on the Services.

5. DATA PROTECTION

- 5.1 For the purposes of this clause 5, the terms "controller", "processor", "data subject", "personal data", "personal data breach", "processing" and "appropriate technical and organisational measures" shall have the meaning given to them in the Applicable Data Protection Laws.

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- 5.2 This clause 5 sets out the framework for the sharing of personal data between the parties as controllers. Each party acknowledges that one party (referred to in this clause as the “**Data Discloser**”) will regularly disclose to the other party personal data collected by the Data Discloser for the purpose of performing its obligations under this Contract (“**Agreed Purpose**”).
- 5.3 Each party shall comply with all the obligations imposed on a controller under the Applicable Data Protection Laws, and any material breach of the Applicable Data Protection Laws by one party shall, if not remedied within thirty (30) days of written notice from the other party, give grounds to the other party to terminate this Contract with immediate effect.
- 5.4 Each party shall:
- 5.4.1 ensure that it has all necessary notices and consents in place to enable lawful transfer of the shared personal data to the other party including its employees and contractors (“**Permitted Recipients**”) for the Agreed Purposes;
 - 5.4.2 give full information to any data subject whose personal data may be processed under this Contract of the nature such processing. This includes giving notice that, on the termination of this Contract, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
 - 5.4.3 process the shared personal data only for the Agreed Purposes;
 - 5.4.4 not disclose or allow access to the shared personal data to anyone other than the Permitted Recipients;
 - 5.4.5 ensure that all Permitted Recipients are subject to written contractual obligations concerning the shared personal data (including obligations of confidentiality) which are no less onerous than those imposed by this Contract;

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- 5.4.6 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- 5.4.7 not transfer any personal data received from the Data Discloser outside the UK or the European Economic Area unless the transferor:
 - 5.4.7.1 ensures that (i) the transfer is to a country approved by the Information Commissioner or European Commission as providing adequate protection pursuant to Article 45 of the UK GDPR or EU GDPR (as applicable); or (ii) there are appropriate safeguards in place pursuant to Article 46 of the UK GDPR or EU GDPR (as applicable).
- 5.5 Each party shall assist the other in complying with all applicable requirements of the Applicable Data Protection Laws. In particular, each party shall:
 - 5.5.1 consult with the other party about any notices given to data subjects in relation to shared personal data;
 - 5.5.2 promptly inform the other party about the receipt of any data subject access request;
 - 5.5.3 provide the other party with reasonable assistance in complying with any data subject access request;
 - 5.5.4 not disclose or release any shared personal data in response to a data subject access request without first consulting the other party wherever possible;
 - 5.5.5 assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Applicable Data Protection Laws with respect to security, personal data breach notifications, data protection impact assessments and

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consultations with the Information Commissioner or European Commission (as applicable);

5.5.6 notify the other party without undue delay on becoming aware of any breach of the Applicable Data Protection Laws;

5.5.7 at the written direction of the Data Discloser, delete or return shared personal data and copies thereof to the Data Discloser on termination of this Contract unless required by law to store the personal data;

5.5.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 5; and

5.5.9 provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of Applicable Data Protection Laws, for example the procedures to be followed in the event of a data security breach.

6. **INTELLECTUAL PROPERTY**

6.1 The Supplier and its licensors shall retain ownership of all Supplier IPRs. CILEx Regulation and its licensors shall retain ownership of all Intellectual Property Rights in the CILEx Reg Materials.

6.2 The Supplier grants CILEx Regulation, or shall procure the direct grant to CILEx Regulation of, a fully paid-up, worldwide, non-exclusive, royalty-free, licence to copy and modify the Supplier IPRs for the purpose of receiving and using the Services and Deliverables in connection with CILEx Regulation's regulatory functions.

6.3 CILEx Regulation grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the CILEx Reg Materials for the term of the Contract for the purpose of providing the Services in accordance with the Contract.

6.4 The Supplier shall indemnify CILEx Regulation against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and

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expenses) suffered or incurred by CILEx Regulation arising out of or in connection with any claim brought against CILEx Regulation for actual or alleged infringement of a third party's rights (including any Intellectual Property Rights) arising out of, or in connection with, the receipt or use of the Services by CILEx Regulation. This clause 6.4 shall survive termination of the Contract.

7. CONSIDERATION AND ACCREDITATION FEES

- 7.1 In consideration for the provision of the Accreditation, the Supplier shall provide the Services in accordance with the Contract Details.
- 7.2 All amounts payable by the Supplier exclude amounts in respect of value added tax (**VAT**) which the Supplier shall additionally be liable to pay to CILEx Regulation at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.
- 7.3 CILEx Regulation shall invoice the Supplier in respect of the Accreditation Fees on the date of this Contract for the first Accreditation Period.
- 7.4 CILEx Regulation shall invoice the Supplier for any subsequent Accreditation Period on the date on which CILEx Regulation notifies the Supplier that the Accreditation has been re-awarded to the Supplier.
- 7.5 The Supplier shall pay each invoice which is properly due and submitted to it by CILEx Regulation, within thirty (30) days of receipt, to a bank account nominated in writing by CILEx Regulation.
- 7.6 CILEx Regulation may at any time, without notice to the Supplier, set off any liability of the Supplier to CILEx Regulation against any liability of CILEx Regulation to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. Any exercise by CILEx Regulation of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.
- 7.7 CILEx Regulation may at any time review the Accreditation Fees and increase them by giving the Supplier not less than sixty (60) days' written notice to expire at the end of the then current Accreditation Period.

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8. LIMITATION OF LIABILITY

8.1 References to liability in this clause 8 include every kind of liability arising under or in connection with this Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

8.2 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to, liability for death or personal injury caused by negligence; and fraud or fraudulent misrepresentation.

8.3 Subject to clause 8.2 CILEx Regulation's total aggregate liability to the Supplier for all liabilities, losses, damages, costs and expenses arising out of or in connection with this Contract during an Accreditation Period shall not exceed the amount of the Accreditation Fees received from the Supplier in respect of such Accreditation Period.

8.4 Subject to clause 8.2 and clause 8.5 neither party shall be liable for any loss of profits, indirect or consequential losses.

8.5 The Supplier's liability for the following types of loss is not excluded:

8.5.1 wasted expenditure;

8.5.2 additional costs of procuring and implementing replacements for Services not provided in accordance with the Contract; and

8.5.3 losses incurred by CILEx Regulation arising out of or in connection with any third party claim against CILEx Regulation which has been caused by the act or omission of the Supplier.

8.6 Subject to clause 8.2, CILEx Regulation shall not be liable to the Supplier for any liabilities, losses, costs or expenses arising from or in connection with low or zero attendance by Chartered Legal Executives at the courses provided by the Supplier pursuant to the Services.

9. AUDIT

9.1 The Supplier shall allow CILEx Regulation or CILEx Regulation's authorised representatives to have access to the Supplier's premises and personnel at all reasonable times by giving not less than ten (10) Business Days' advance notice in

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writing (where legally permissible) in order inspect, audit and take copies of relevant records, and other documents as necessary to verify the Supplier's compliance with the terms of this Contract.

9.2 If an audit identifies that the Supplier is failing to comply with any of its obligations under this Contract then, without prejudice to the other rights and remedies of CILEx Regulation, the Supplier shall take the necessary steps to comply with its obligations at no additional cost to CILEx Regulation.

9.3 If the Supplier fails to take the remediation measures required pursuant to clause 9.2 within thirty (30) days of receiving notice of the same from CILEx Regulation then CILEx Regulation may terminate this Contract with immediate effect by giving written notice to the Supplier.

10. INSURANCE

During the term of the Contract, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall produce to CILEx Regulation on request both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

11. TERMINATION

11.1 Without affecting any other right or remedy available to it, CILEx Regulation may terminate the Contract with immediate effect by giving written notice to the Supplier if:

11.1.1 there is a change of control of the Supplier; or

11.1.2 the Supplier's financial position deteriorates to such an extent that in CILEx Regulation's reasonable opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or

11.1.3 the Supplier commits a breach of clause 3.3.6.

11.2 In the event that CILEx Regulation terminates this Contract pursuant to clauses 5.3, 9.3, 11.1.2, 11.1.3 or 11.3 then the Accreditation of the Supplier shall automatically be revoked with immediate effect.

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11.3 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

11.3.1 the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of ninety (90) days after being notified to do so;

11.3.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or

11.3.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

11.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

11.5 Termination of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

12. EXIT ARRANGEMENTS

12.1 On termination of the Contract for whatever reason:

12.1.1 the Supplier shall immediately deliver to CILEx Regulation all Deliverables whether or not then complete, and return all CILEx Reg Materials. If the Supplier fails to do so, then CILEx Regulation may enter the Supplier's premises and take possession of them. Until they have been delivered or

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returned, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract; and

12.1.2 the Supplier shall, if so requested by CILEx Regulation, provide all assistance reasonably required by CILEx Regulation to facilitate the smooth transition of the supply of the Services to any replacement supplier appointed by CILEx Regulation.

13. GENERAL

13.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for three (3) months, the party not affected may terminate the Contract by giving thirty (30) days' written notice to the affected party.

13.2 **Subcontracting.** The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of CILEx Regulation. If CILEx Regulation consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all acts and omissions of its subcontractors as if they were its own.

13.3 Confidentiality.

13.3.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 13.3.2.

13.3.2 Each party may disclose the other party's confidential information:

13.3.2.1 to its employees, officers or professional advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers or professional advisers to whom it discloses the other party's confidential information comply with this clause 13.3; and

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13.3.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.3.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

13.4 **Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

13.5 **Variation.** No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

13.6 **Waiver.**

13.6.1 A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

13.6.2 A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

13.7 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 13.7 shall not affect the validity and enforceability of the rest of the Contract.

13.8 **Notices.**

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13.8.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

13.8.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case);
or

13.8.1.2 sent by email to the address specified in the Contract Details.

13.8.2 Any notice shall be deemed to have been received:

13.8.2.1 if delivered by hand, at the time the notice is left at the proper address;

13.8.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

13.8.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 13.8.2.3, business hours means 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt.

13.8.3 This clause 13.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, other method of dispute resolution.

13.9 **Third party rights.**

13.9.1 The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

13.9.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

13.10 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or

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formation, shall be governed by, and construed in accordance with, the law of England and Wales.

13.11 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.