



Crown
Commercial
Service

Invitation to tender

Attachment 2 - What customers need

RM3788 - Wider Public Sector Legal Services

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1. Introduction

1.1. Customer needs statement

Crown Commercial Services (“CCS”) is seeking to establish a multi supplier Panel Agreement for the provision of legal services for the Wider Public Sector, with access to limited legal services for Central Government. This Panel Agreement will cover a comprehensive range of commercial legal specialisms, for use by UK Public Sector Customers, including devolved administrations (i.e. England and Wales, Scotland and Northern Ireland) identified at V1.4 of the OJEU Contract Notice.

This Panel Agreement has been designed in conjunction with, and to be complementary to, the wider suite of commercial legal panel agreements which were put in place in 2017 by CCS for use by Central Government departments and their associated bodies.

The policy drivers supporting the development and procurement of this Panel Agreement are to:

- Provide a broad scope of services
- Provide Customers with a route to market compliant with EU regulations
- Offer a simplified agreement for both Customers and Suppliers
- Achieve value for money.

1.2. The current situation

CCS currently manages four commercial agreements

- General Legal Advice Services (GLAS) Panel Agreement
- Rail Legal Services Panel Agreement
- Finance and Complex Legal Services Panel Agreement
- e-Disclosure Services Framework Agreement

The three Panel Agreements are only available to Central Government and the e-Disclosure Services Framework Agreement is available to all UK Public Sector bodies.

Since the expiry of our previous Legal Services Framework Agreement (RM919), we do not currently manage any legal services commercial vehicles available to the Wider Public Sector.

The objective of this new Panel Agreement is therefore to extend the provision of services in all relevant legal specialisms to Customers in the whole of the UK Public Sector, more directly the Wider Public Sector including Health; Education; Local and Regional Government; Emergency Services; and Third Sector and Social Housing organisations.

We have developed the strategy for this Panel Agreement in partnership with key stakeholders from a diverse range of public sector bodies, potential suppliers and prospective Customers.

We have conducted thorough engagement with both supplier and customer markets, having carefully analysed feedback. This has enabled the development of a strategy and structure that meets the needs of key public sector customers, whilst taking account of the different levels of coverage offered by suppliers, including SMEs.

Recent developments have included adding specialist lots to the structure, which caters for suppliers who specialise in niche areas, on a national basis.

1.3. The opportunity

The overall structure of this Panel Agreement is as follows:

Lot	Context
1	<p>Lot 1 - Regional Service Provision</p> <p>Lot 1 of this Panel Agreement requires Suppliers to provide Customers with legal services for a minimum of one (1) of the fourteen (14) legal specialisms, within a minimum of one (1) of the thirteen (13) UK NUTS regions.</p> <ul style="list-style-type: none"> ● Regional based service provision. ● Range of legal specialisms. ● Low to medium value transactions <p>Who can use lot 1?</p> <p>All the bodies listed in the OJEU contract notice which includes the Wider Public Sector including Health; Education; Local and Regional Government; Emergency Services; and Third Sector and Social Housing organisations.</p> <p>Ministerial and Non Ministerial Central Government departments and their Arms Length Bodies and Agencies. 'where the value of the fees the Customer anticipates will be incurred is twenty thousand pounds (£20,000) or less per matter' can access Lot 1 of this panel agreement for the following specialisms only:</p> <ul style="list-style-type: none"> ● transactional property work (including non-complex conveyancing and work relating to leases and licences) ● employment litigation ● Other litigation

2	<p>Lot 2a, 2b and 2c Full Service Firms</p> <p>Lots 2a, 2b and 2c of this Panel Agreement requires Suppliers to provide Customers with commercial legal services for all seventeen (17) legal specialisms (“Full Service Firms”) contained within the mandatory requirements for lot 2, within the applicable jurisdictional area.</p> <p>Who can use lot 2a, 2b and 2c?</p> <p>All the bodies listed in the OJEU contract notice which includes the Wider Public Sector including, Health; Education; Local and Regional Government; Emergency Services; and Third Sector and Social Housing organisations.</p>
2a	<ul style="list-style-type: none"> ● Full Service Firms ● Jurisdictional Area - England and Wales ● Mandatory and optional legal specialisms within the lot.
2b	<ul style="list-style-type: none"> ● Full Service Firms ● Jurisdictional Area – Scotland. ● Mandatory and optional legal specialisms within the lot.
2c	<ul style="list-style-type: none"> ● Full Service Firms ● Jurisdictional Area - Northern Ireland. ● Mandatory and optional legal specialisms within the lot.
3	<p>Lot 3 – Property and Construction</p> <p>Lot 3 of this Panel Agreement requires Suppliers to provide Customers with legal services for the legal specialisms Property and Construction contained within the mandatory service requirements on a national (UK) basis.</p> <p>Who can use lot 3?</p> <p>All the bodies listed in the OJEU contract notice which includes the Wider Public Sector including, Health; Education; Local and Regional Government; Emergency Services; and Third Sector and Social Housing organisations.</p>
4	<p>Lot 4 - Transport Rail</p> <p>Lot 4 of this Panel Agreement requires Suppliers to provide Customers with legal services for the legal specialisms Transport Rail contained within the mandatory service requirements on a national (UK) basis.</p> <p>Who can use lot 4?</p> <p>All the bodies listed in the OJEU contract notice which includes the Wider Public Sector including, Health; Education; Local and Regional</p>

	Government; Emergency Services; and Third Sector and Social Housing organisations.
5	<p>Lot 5 Cost Lawyer Services</p> <p>Lot 5 of this Panel Agreement requires Suppliers to provide Customers with legal services for the legal specialisms, Cost Lawyer Services contained within the mandatory service requirements on a national (UK) basis.</p> <p>Who can use lot 5?</p> <p>All the bodies listed in the OJEU contract notice including UK Public Sector, the Wider Public Sector including Health; Education; Local and Regional Government; Emergency Services; and Third Sector and Social Housing organisations and all Ministerial and Non Ministerial Central Government departments and their Arm Length Bodies and Agencies.</p>

This Panel Agreement is for three (3) years with the option to extend for one (1) period of twelve (12) months.

The successful Suppliers will have the ability to offer legal services to the Customers identified at V1.3 of the OJEU contract notice, in accordance with the lot(s) to which they are appointed.

Estimated value of the Panel Agreement

The estimated value of the RM3788 Panel Agreement, as published in the OJEU notice, is £320m over the duration of the Panel Agreement which is 36 months, with the option for us to extend for a further period of up to 12 months if we wish to do so.

The value of each lot is as published in the OJEU notice.

2. Specification

Our priorities

The purpose of this Specification is to:

- set out the scope of the services that the Supplier shall make available to Customers under each lot of this Panel Agreement;
- provide a description of the services for each lot, (including the regions and legal specialisms); and
- set out the mandatory requirements and specific standards applicable to the provision of services for each lot by the Supplier.

Scope

Customers require external legal expertise and flexible resource to provide commercial legal services for Customers identified in the OJEU notice.

This Panel Agreement is for the provision of commercial legal services in the law of England and Wales and other jurisdictional areas including Scotland and Northern Ireland.

This Panel Agreement also covers foreign law advice for the legal specialisms covered in each lot. However, provision of foreign law advice is not a mandatory requirement for Suppliers nor is this Panel Agreement an exclusive route to market for foreign law for Customers.

In the event that a Panel Customer requires foreign law advice and the Supplier has qualified and practising lawyers who are appropriately authorised to provide advice in the jurisdiction, then such advice may be provided under this Panel Agreement.

Lot 1 of this Panel Agreement requires Suppliers to provide Customers with commercial legal services for a minimum of one (1) of the fourteen (14) legal specialism, within one (1) of the thirteen (13) UK NUTS region.

Lots 2a, 2b and 2c of this Panel Agreement requires Suppliers to provide Customers with commercial legal services for all seventeen (17) legal specialisms contained within the mandatory requirements for lot 2, within the jurisdictional area applicable to each lot as follows:

- 2a – Jurisdictional Area - England and Wales
- 2b – Jurisdictional Area – Scotland
- 2c – Jurisdictional Area - Northern Ireland.

Lots 3 to 5 of this Panel Agreement requires Suppliers to provide Customers with commercial legal services for the legal specialisms contained within the mandatory service requirements for each lot, on a national (UK) basis.

Out of scope

The scope of this Panel Agreement excludes:

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

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

2.1. Lot 1 Regional Service Provision - Mandatory requirements

This section sets out the mandatory service requirements for lot 1 that the Supplier shall make available to Customers, as a condition of this Panel Agreement.

The legal specialisms set out under lot 1 are high level descriptions of the types of legal services and areas of legal practice which the Supplier shall offer under this Panel Agreement and which Customers are entitled to order.

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

The Supplier shall ensure that all Supplier Personnel have the skills, qualifications and capability (at all times) to provide legal advice to Customers for a minimum of one (1) legal specialism as set out in the table below.

The Supplier shall ensure that a minimum of one (1) legal specialism (1a to 1n) is available to Customers to order throughout the panel period, in accordance with the Panel Agreement.

2.1.1. Lot 1 legal specialisms

Legal Specialism		To include the following legal subject matter :
1a	Property and Construction	All aspects of real estate and real estate finance including but not limited to: <ul style="list-style-type: none">• crown, commercial and residential real estate including investment;• site/property redevelopment;• acquisition and disposal (including relevant tax advice);• compulsory purchase;

		<ul style="list-style-type: none"> • freehold, leasehold and licenses; • landlord and tenant matters; • real estate litigation. <p>All aspects of construction law including but not limited to:</p> <ul style="list-style-type: none"> • advice and support in relation to construction and infrastructure projects.
1b	Social Housing	<p>All aspects of social housing law, including but not limited to:</p> <ul style="list-style-type: none"> • funding and finance; • housing management; • disputes; • planning and development.
1c	Child Law	<p>All aspects of child law, including but not limited to:</p> <ul style="list-style-type: none"> • adoption; • social work; • child-related and child protection issues.
1d	Court of Protection	<p>All aspects of court of protection law, including but not limited to:</p> <ul style="list-style-type: none"> • the safeguarding responsibilities of local authorities; • appointment of deputies; • disputes regarding registration of powers of attorney; • medical treatment decisions.
1e	Education	<p>All aspects of education law, including but not limited to:</p> <ul style="list-style-type: none"> • early years; • all aspects of schools and schooling; • school workforce; • special educational needs; • admissions and exclusions; • equalities issues; • pupil/student related litigation; • governance and reorganisation issues; • inspection and regulation; • finance and funding issues; • higher and further education; • student finance; • education-focused charity; • contract and property law issues relevant to the educational sector.
1f	Debt Recovery	<p>All areas of law relating to debt recovery, including but not limited to:</p> <ul style="list-style-type: none"> • commercial lending & debt recovery;

		<ul style="list-style-type: none"> ● regulatory standards relating to debt collection; ● litigation and disputes relating to debt and its recovery.
1g	Planning and Environment	<p>All aspects of planning law including but not limited to:</p> <ul style="list-style-type: none"> ● planning strategy; ● development projects and schemes; ● applications for development, construction and change of use; ● compulsory purchase orders and s106 agreements; and ● planning / development inquiries and appeals. <p>All aspects of environmental law including but not limited to:</p> <ul style="list-style-type: none"> ● litigation, ● advisory and transactional support for on environmental matters including due diligence, ● planning, ● inquiries and regulatory compliance.
1h	Licensing	<p>All aspects of licensing law, including but not limited to:</p> <ul style="list-style-type: none"> ● licensing for sales of alcohol or regulated entertainment; ● taxi licensing; ● licences and permits for gambling; ● licensing due diligence.
1i	Pensions	<p>All aspects of pensions law, including but not limited to:</p> <ul style="list-style-type: none"> ● private and public sector pension schemes ● pensions litigation ● regulatory compliance ● trusteeship ● other employee benefits.
1j	Litigation / Dispute Resolution	<p>All aspects of litigation/dispute resolution including but not limited to:</p> <ul style="list-style-type: none"> ● civil litigation against and on behalf of customers including alternative dispute resolution, arbitration, mediation, contractual resolution procedures, advocacy and early advice on disputes. ● This should also include personal injury litigation, including public liability and employer's liability.
1k	Intellectual Property	<p>All aspects of intellectual property law including but not limited to:</p> <ul style="list-style-type: none"> ● contentious and non-contentious support and advice relating to patents, copyright, trademarks, trade secrets and rights in confidential information, database rights, design rights, and other forms of intellectual property; and

		<ul style="list-style-type: none"> assignment and licensing of rights and commercialisation and exploitation of intellectual property.
1l	Employment	<p>All aspects of employment law including but not limited to:</p> <ul style="list-style-type: none"> non-contentious employment matters relating to TUPE, COSOP, redundancies, restructuring, outsourcing, changes in terms and conditions, and reorganisations; and contentious employment law including litigation and dispute resolution.
1m	Healthcare	<p>All aspects of healthcare law including but not limited to:</p> <ul style="list-style-type: none"> advising on the structure and implementation of new models; advising on governance, commissioning, inquiries, inquests, and regulatory proceedings, and on all conceivable commercial, employment and contentious matters within the healthcare sector; providing advice on all aspects of legislation relevant to either healthcare or mental health; and advising on and providing representation at tribunals.
1n	Primary Care	<p>All aspects of the law relating to primary care including but not limited to:</p> <ul style="list-style-type: none"> advising on the commissioning and purchase of care (including prison health services), and the relationships between public sector authorities and primary care providers; advising on the structure of care arrangements (including for terminal and palliative care), along with the management of related disputes and compliance with relevant legislation; advice relating to care homes and the Care Standards Act 2000; and advising on the prevention and providing legal representation in relation to the detection and response to primary care fraud.

2.1.2. Lot 1 Regions

The Supplier shall provide the services to Customers in at least one (1) of the thirteen (13) UK NUTS code regions as set out in the table below.

UK NUTS Code	UK Region
UK	Full United Kingdom, including England & Wales, Scotland & Northern Ireland
UK C	North East (NE) England

UK D	North West England
UK E	Yorkshire & Humberside
UK F	East Midlands
UK G	West Midlands
UK H	East of England
UK I	Greater London
UK J	South East England
UK K	South West England
UK L	Wales
UK M	Scotland
UK N	Northern Ireland

2.1.3. Lot 1 Practitioner Roles

The Supplier shall ensure the following grades of Supplier Personnel are available to Customers at the Call Off stage:

Role	Role description, responsibilities, and levels of expertise
Managing Practitioner <i>or equivalent</i> <i>e.g. Managing Director, Partner and Legal Director or equivalent.</i>	<ul style="list-style-type: none"> ● key contact with the Customer; ● overall responsibility for quality assurance, success of assignment and supervision of supplier personnel; ● Customer relationship management; ● overall responsibility for working within budgets agreed as part of a Legal Services Contract; and ● appropriate direct contribution to complex / important legal matters relating to a Legal Services Contract.
Senior Practitioner <i>or equivalent</i> <i>e.g. Senior Solicitor / Senior Associate, Legal Consultant, Counsel</i>	<ul style="list-style-type: none"> ● main contact for day-to-day Customer liaison (for more complex/significant and non-routine matters); ● day to day Matter Management; ● significant level of quality assurance; ● appropriate direct contribution to difficult/important legal matters relating to a Legal Services Contract; ● involving higher more senior grades of lawyer as appropriate; and

	<ul style="list-style-type: none"> ● 5-7 years or more post qualified experience in relevant field of work.
Solicitor / Associate <i>or equivalent</i>	<ul style="list-style-type: none"> ● main contact for day-to-day Customer liaison (for simple and routine matters); ● performing (or supervising more junior grades in relation to) work typically requiring at least two years' legal experience in the relevant field of work; ● 2-5 years or more post qualified experience in relevant field of work; and ● involving more senior grades of lawyer, as appropriate.
Legal Support Practitioner / Executive <i>or equivalent</i> <i>e.g. Junior Solicitor / Junior Associate, Trainee Solicitor, Paralegal or equivalent</i>	<ul style="list-style-type: none"> ● performing work typically requiring up to two (2) years' legal experience in the relevant field of work; ● performing work that can be appropriately delegated to a Trainee Solicitor / Paralegal / Legal Executive or equivalent.

2.2. Lot 2a, 2b and 2c Full Service Firms - Mandatory Requirements

This section sets out the mandatory specialisms for lot 2a, 2b and 2c that the Supplier shall make available to Customers, as a condition of this Panel Agreement. The Supplier shall maintain the ability to provide the whole range of mandatory specialisms during the lifetime of the Panel Agreement.

The mandatory specialisms set out under lot 2a, 2b and 2c are a high level descriptions of the types of legal services and areas of legal practice which the Supplier shall offer under this Panel Agreement and which Customers are entitled to order.

The Supplier acknowledges and agrees that the descriptions of the types of legal services and areas of legal practice set out beneath each legal specialism are illustrative only and are not exhaustive. Customers are entitled to seek advice from the Supplier in respect of any type of legal service, provided that such advice falls with the scope of the legal specialism headings set out under each lot.

The Supplier shall ensure that all Supplier Personnel have the skills, qualifications and capability (at all relevant times) to provide legal advice to Customers for all seventeen (17) mandatory legal specialisms, set out in the table at paragraph 2.2.1 below.

The Supplier shall ensure that all seventeen (17) mandatory legal specialisms are available to Customers throughout the lifetime of the Panel Agreement.

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

2.2.1. The Lot 2a, 2b and 2c mandatory legal specialisms applicable to each lot are as follows:

No.	Legal Specialism	To include the following legal subject matter (subset)
1	Administrative and Public law	<p>All aspects of public law including but not limited to:</p> <ul style="list-style-type: none"> ● local government law; ● inquiries and judicial reviews ● professional disciplinary procedures ● public regulatory law
2	Banking and Finance	<p>All aspects of finance matters including but not limited to:</p> <ul style="list-style-type: none"> ● advising on general banking matters (domestic and overseas, including loan agreements, guarantees and security arrangements), trade finance and financial litigation; ● asset finance; ● capital markets; ● acquisition finance; ● project finance; ● restructuring / insolvency; and ● loans / lending
3	Contracts	<p>All aspects of contracts and contract law, including commercial contracts and other commercial arrangements, including but not limited to:</p> <ul style="list-style-type: none"> ● advising on, drafting and negotiating agreements relating to commercial activities including supply of goods and services, outsourcing/contracting out of services, manufacturing, agency and distribution, concession contracts, shared services arrangements, joint ventures and grants; ● supporting relationships including advising on rights and obligations, changes, termination/exit and transition between suppliers and advising on complex commercial/contractual reorganisations and restructuring including novation's, assignments and changes in ownership; and

		<ul style="list-style-type: none"> advising on public infrastructure regulation such as UK/EU regulation relating to energy, water, transport and telecommunication industries necessary to support commercial transactions and/or arrangements.
4	Competition law	<p>All aspects of competition law including but not limited to:</p> <ul style="list-style-type: none"> contentious and non-contentious advice and support in relation to EU, domestic and international competition law, including cartels, abuse of a dominant market position, State Aid and merger control.
5	Corporate and M&A	<p>All aspects of corporate law including but not limited to:</p> <ul style="list-style-type: none"> company law; public and private company transactions (including mergers & acquisitions and corporate finance); share acquisition, disposals, capitalisations; entity selection and formation of Government companies and Government joint ventures and venture capital advice; directors' duties; company secretarial services operating and partnership agreements, mutual; securities and governance matters; and restructuring of ownership and complex and innovative legal structures and initiatives.
6	Data Protection and Information Law	<p>All aspects of data protection and information law including but not limited to:</p> <ul style="list-style-type: none"> the law surrounding the use and control of information by public and private sector bodies, including domestic and EU data protection legislation; international data transfers; data protection laws, data requests and complying with the principles of transparency; and Freedom of Information.
7	Employment	<p>All aspects of employment law including but not limited to:</p> <ul style="list-style-type: none"> non-contentious employment matters relating to TUPE, COSOP, redundancies, restructuring, outsourcing, changes in terms and conditions, and reorganisations; and

		<ul style="list-style-type: none"> contentious employment law including Discrimination / Equal Opportunities involving Litigation and / or dispute resolution.
8	Information Technology	<p>All aspects of information technology law including but not limited to:</p> <ul style="list-style-type: none"> information technology and telecoms procurement and contracting; design, development, maintenance and support contracts; re-structuring of contracts and/or services; exit and migration/transition; and hardware purchasing, software licensing, managed services, E-commerce, cloud based services, convergent technologies and the internet.
9	Infrastructure	<p>All aspects of infrastructure law including but not limited to:</p> <ul style="list-style-type: none"> the structure and financing of infrastructure projects and deals including PFI, PPP and non-profit distributing models; asset disposals; refinancing and reorganisation; and advice on regulation.
10	Intellectual Property	<p>All aspects of intellectual property law including but not limited to:</p> <ul style="list-style-type: none"> contentious and non-contentious support and advice relating to patents, copyright, trademarks, trade secrets and rights in confidential information, database rights, design rights, and other forms of intellectual property; and assignment and licensing of rights and commercialisation and exploitation of intellectual property.
11	Litigation and Dispute Resolution	<p>All aspects of litigation and dispute resolution including but not limited to:</p> <ul style="list-style-type: none"> civil litigation against and on behalf of customers including alternative dispute resolution, arbitration, mediation, contractual resolution procedures, advocacy and early advice on disputes.

12	Outsourcing / Insourcing	All aspects of outsourcing arrangements, including but not limited to: <ul style="list-style-type: none"> • first and subsequent generation and insourcing, (including information technology outsourcing and business process outsourcing).
13	Partnerships	All aspects of partnership law including but not limited to: <ul style="list-style-type: none"> • contentious and non-contentious partnership matters.
14	Pensions	All aspects of pensions law, including but not limited to: <ul style="list-style-type: none"> • private and public sector pension schemes; • pensions litigation; • regulatory compliance; • trusteeship; and • other employee benefits
15	Public Procurement	All aspects of public procurement law including but not limited to: <ul style="list-style-type: none"> • the application of domestic and EU public procurement law; and • end-to-end support on procurement exercises, including drafting specifications, evaluation criteria, tender documentation and associated procurement and contractual documentation.
16	Property, Real Estate & Construction	All aspects of real estate and real estate finance including but not limited to: <ul style="list-style-type: none"> • crown, commercial and residential real estate including investment, site/property re/development, acquisition and disposal (including relevant tax advice), compulsory purchase, freehold, leasehold and licenses, land/ranges landlord and tenant matters, social housing; and • real estate litigation. <p>All aspects of construction law including but not limited to:</p> <ul style="list-style-type: none"> • advice and support in relation to construction and infrastructure projects.
17	Tax	Tax law including but not limited to: <ul style="list-style-type: none"> • the application of direct and indirect taxation.

2.2.2. Lot 2a, 2b and 2c optional legal specialisms

Where the Supplier has indicated in their bid their ability to perform any of the eighteen (18) optional specialisms set out in the table below, the Supplier shall make the optional specialism(s) available to Customers throughout the lifetime of the Panel Agreement.

Any Supplier who has indicated their ability to perform any of the eighteen (18) optional specialisms shall ensure that all Supplier Personnel have the skills, qualifications and capability to provide legal advice to Customers for those optional specialisms.

The Lot 2a, 2b and 2c optional legal specialisms are as follows:

No.	Optional Legal Specialism	To include the following legal subject matter
1	EU	All aspects of EU law including but not limited to: <ul style="list-style-type: none"> • contentious and non-contentious advice.
2	Planning	All aspects of planning law including but not limited to: <ul style="list-style-type: none"> • planning strategy; • development projects and schemes; • applications for development, construction and change of use; • compulsory purchase orders and s106 agreements; and • planning/development inquiries and appeals.
3	Projects	Projects including but not limited to: <ul style="list-style-type: none"> • co-ordinated end to end legal services from any of the categories set out in the lot 2 mandatory specialisms; and • sector specialist advice (if provided) to support projects, including PFI and PPP and appropriate project management of legal contribution.
4	Restructuring and Insolvency	Restructuring and insolvency including but not limited to: <ul style="list-style-type: none"> • supplier, partner and supply-chain insolvencies and restructuring.
5	Education Law	Education law including but not limited to: <ul style="list-style-type: none"> • all aspects of education law, including (but not limited to) early years, all aspects of schools and schooling, school workforce, special educational needs, admissions, exclusions, Equalities issues, pupil/student related litigation, governance; and

		<ul style="list-style-type: none"> reorganisation issues, inspection and regulation, finance and funding issues, higher and further education, student finance, and education-focused charity, contract and property law issues relevant to the educational sector.
6	Child Law	Child law, including but not limited to adoption, social work, child-related and child protection issues.
7	Energy and Natural Resources	<p>Energy (including mining and nuclear) and natural resources including but not limited to:</p> <ul style="list-style-type: none"> all aspects of energy and natural resources including the permitting, development, financing, taxation, contracting, licensing, management, operation, environmental, climate change impacts and regulatory issues relating to: <ul style="list-style-type: none"> oil and gas, including unconventional oil and gas; electricity generated by whatever means, including renewables; energy efficiency measures; nuclear, including disposal issues; coal mining and power; research and innovation related to energy; and water, air and land use, including emissions and pollution.
8	Food, Rural and Environmental Affairs	<p>All aspects including but not limited to:</p> <ul style="list-style-type: none"> water, air and land use, including emissions and pollution; water services and quality; flooding; waste and recycling; fisheries and marine; food and farming; animal and plant health and animal welfare; and wildlife.
9	Franchise Law	<p>All aspects of franchise law including but not limited to:</p> <ul style="list-style-type: none"> the design and establishment of franchise arrangements; and advice on contentious and non-contentious aspects of franchise agreements.
10	Health and Healthcare	Healthcare including but not limited to:

		<ul style="list-style-type: none"> healthcare commissioning, all transactional, litigious and regulatory issues relating to the NHS.
11	Life Sciences	<p>Life Sciences including but not limited to:</p> <ul style="list-style-type: none"> all transactional, litigious and regulatory issues relating to issues, pharmaceuticals, medical devices and biotechnology including licensing and acquisition of new products.
12	Telecommunications	<p>Telecommunications including but not limited to:</p> <ul style="list-style-type: none"> contentious and non-contentious advice and support on commercial, regulatory, compliance, transactional and intellectual property matters concerning telecommunications.
13	The law of International trade, investment and regulation	All aspects of the law and practice relating to international trade agreements, investments and associated regulations.
14	Public international law	All aspects of public international law.
15	Charities Law	<p>All aspects of charities law including but not limited to:</p> <ul style="list-style-type: none"> mergers; restructuring; governance and compliance obligations; disputes; and advice.
16	Health & Safety Law	<p>All aspects of health and safety law including but not limited to:</p> <ul style="list-style-type: none"> contentious and non-contentious health and safety matters, including regulatory and criminal investigations, public inquests, health and safety at work, food safety, fire safety and associated issues.
17	Licensing Law	<p>All aspects of licensing law, including but not limited to:</p> <ul style="list-style-type: none"> licensing for sales of alcohol or regulated entertainment; taxi licensing; licences and permits for gambling; licensing due diligence.
18	Transport Law (excluding rail)	All aspects of transport law (excluding rail) including but not limited to:

	<ul style="list-style-type: none"> • road based projects and infrastructure; • logistics (contentious and non-contentious); • haulage; • road regulatory matters.
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2.2.3. Lot 2a, 2b and 2c Jurisdictional Areas

The Supplier shall provide services to Customers in the jurisdictional area, applicable to the lot in which they are submitting a bid, as set out in the table below:

Sub-Lot	Jurisdictional area
Lot 2a	England and Wales
Lot 2b	Scotland
Lot 2c	Northern Ireland

2.2.4. Lot 2a, 2b and 2c Practitioner Roles

The Supplier shall ensure that the following grades of Supplier Personnel are available to Customers at the Call Off stage:

Role	Role description, responsibilities, and expertise levels
Partner or equivalent: (including Senior / Managing)	<ul style="list-style-type: none"> • overall responsibility for quality assurance, success of project and supervision of Supplier Personnel; • Customer relationship management; • overall responsibility for working within budgets agreed as part of a Legal Services Contract; and • appropriate direct contribution to complex / important legal matters relating to a Legal Services Contract.
Senior Solicitor / Senior Associate or equivalent: (including Legal Director, Legal Consultant, Counsel)	<ul style="list-style-type: none"> • main contact for day-to-day Customer liaison (for more complex/significant and non-routine matters); • day to day Matter Management; • significant level of quality assurance; • appropriate direct contribution to difficult/important legal matters relating to a Legal Services Contract; • involving higher more senior grades of lawyer as appropriate; and • 5-7 years or more post qualified experience in relevant field of work.
Solicitor / Associate or equivalent	<ul style="list-style-type: none"> • main contact for day-to-day Customer liaison (on routine matters);

	<ul style="list-style-type: none"> performing (or supervising more junior grades in relation to) work typically requiring at least two years' legal experience in the relevant field of work; 3-5 years or more post qualified experience in relevant field of work; and involving more senior grades of lawyer as appropriate.
Junior Solicitor or <i>equivalent</i>	<ul style="list-style-type: none"> performing work that requires the level of expertise typically requiring up to two (2) years' post qualified experience in the relevant field of work;
Trainee Solicitor / Paralegal or <i>equivalent</i>	<ul style="list-style-type: none"> performing work that can be appropriately delegated to a Trainee Solicitor / Paralegal / Legal Executive or equivalent.

2.3. Lot 3 Property and Construction - Mandatory Requirements

The Supplier shall ensure that all Supplier Personnel have the skills, qualifications and capability (at all relevant times) to provide legal advice to Customers for the legal specialisms, set out in the table below.

The Supplier shall ensure that the legal specialism is available to Customers to order throughout the lifetime of the Panel Agreement.

The Supplier must provide the best value for money in the market, throughout the duration of the Panel Agreement and any Legal Services Contracts. The Supplier will achieve this by ensuring that pricing remains competitive and that the service continues to offer best value for money throughout the lifetime of the Panel Agreement and any Legal Services Contracts.

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

2.3.1. The Lot 3 legal specialisms are as follows:

Legal Specialism	To include the following legal subject matter (subset)
Property and Construction	<p>All aspects of real estate and real estate finance including but not limited to:</p> <ul style="list-style-type: none"> crown, commercial and residential real estate including investment site/property re/development acquisition and disposal (including relevant tax advice) compulsory purchase freehold, leasehold and licenses landlord and tenant matters real estate litigation.

	<p>All aspects of construction law including but not limited to:</p> <ul style="list-style-type: none"> • advice and support in relation to construction and infrastructure projects.
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2.3.2. Lot 3 National Coverage

The Supplier shall provide services to Customers in the jurisdictional area, applicable to lot 3 as set out in the table below.

Jurisdictional Area
Full UK, including England & Wales, Scotland and Northern Ireland

2.3.3. Lot 3 Practitioner Roles

The Supplier shall ensure that the following grades of Supplier Personnel are available to Customers at the Call Off stage:

Role	Role description, responsibilities, and expertise levels
<p>Partner: (including Senior / Managing or equivalent)</p>	<ul style="list-style-type: none"> • overall responsibility for quality assurance, success of project and supervision of supplier personnel; • Customer relationship management; • overall responsibility for working within budgets agreed as part of a Legal Services Contract; and • appropriate direct contribution to complex / important legal matters relating to a Legal Services Contract.
<p>Senior Solicitor / Senior Associate: (including Legal Director, Legal Consultant, Counsel or equivalent)</p>	<ul style="list-style-type: none"> • main contact for day-to-day Customer liaison (for more complex/significant and non-routine matters); • day to day Matter Management; • significant level of quality assurance; • appropriate direct contribution to difficult / important legal matters relating to a Legal Services Contract; • involving higher more senior grades of lawyer as appropriate; and • 5-7 years or more post qualified experience in relevant field of work.
<p>Solicitor / Associate or equivalent</p>	<ul style="list-style-type: none"> • main contact for day-to-day Customer liaison (on routine matters); • performing (or supervising more junior grades in relation to) work typically requiring at least two years' legal experience in the relevant field of work; • 3-5 years or more post qualified experience in relevant field of work; and

	<ul style="list-style-type: none"> involving more senior grades of lawyer as appropriate.
Junior Solicitor <i>or equivalent</i>	<ul style="list-style-type: none"> performing work that requires the level of expertise typically requiring up to two (2) years' post qualified experience in the relevant field of work;
Trainee Solicitor / Paralegal <i>or equivalent</i>	<ul style="list-style-type: none"> performing work that can be appropriately delegated to a Trainee Solicitor / Paralegal / Legal Executive or equivalent

2.4. Lot 4 Transport Rail - Mandatory Requirements

The Supplier shall ensure that all Supplier Personnel have the skills, qualifications and capability (at all relevant times) to provide legal advice to Customers for the mandatory legal specialism, set out in the table below.

The Supplier shall ensure that the legal specialism are available to Customers to order throughout the lifetime of the Panel Agreement.

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

2.4.1. Lot 4 legal specialism is as follows:

Legal Specialism	To include the following legal subject matter areas:
Transport (Rail)	<ul style="list-style-type: none"> Rail Transport Law Rolling Stock Planning and Authorisation (Rail) Projects and Infrastructure (Rail)

2.4.2. Lot 4 National Coverage

The Supplier shall provide services Customers in the jurisdictional area, applicable to lot 4 as set out in the table below.

Jurisdictional Areas
Full UK, including England & Wales, Scotland and Northern Ireland

2.4.3. Lot 4 Practitioner Roles

The Supplier shall ensure that the following grades of Supplier Personnel are available to Customers at the Call Off stage:

Role	Role description, responsibilities, and expertise levels

Partner: (including Senior / Managing or equivalent)	<ul style="list-style-type: none"> ● overall responsibility for quality assurance, success of project and supervision of supplier personnel; ● Customer relationship management; ● overall responsibility for working within budgets agreed as part of a Legal Services Contract; and ● appropriate direct contribution to complex / important legal matters relating to a Legal Services Contract.
Senior Solicitor / Senior Associate: (including Legal Director, Legal Consultant, Counsel or equivalent)	<ul style="list-style-type: none"> ● main contact for day-to-day Customer liaison (for more complex/significant and non-routine matters); ● day to day Matter Management; ● significant level of quality assurance; ● appropriate direct contribution to difficult/important legal matters relating to a Legal Services Contract; ● involving higher more senior grades of lawyer as appropriate; and ● 5-7 years or more post qualified experience in relevant field of work.
Solicitor / Associate or equivalent	<ul style="list-style-type: none"> ● main contact for day-to-day Customer liaison (on routine matters); ● performing (or supervising more junior grades in relation to) work typically requiring at least two years' legal experience in the relevant field of work; ● 3-5 years or more post qualified experience in relevant field of work; and ● involving more senior grades of lawyer as appropriate.
Junior Solicitor or equivalent	<ul style="list-style-type: none"> ● performing work that requires the level of expertise typically requiring up to two (2) years' post qualified experience in the relevant field of work;
Trainee Solicitor / Paralegal or equivalent	<ul style="list-style-type: none"> ● performing work that can be appropriately delegated to a Trainee Solicitor / Paralegal / Legal Executive or equivalent

2.5. Lot 5 Costs Lawyer Services - Mandatory Requirements

The Supplier shall ensure that all Supplier Personnel have the skills, qualifications and capability (at all relevant times) to provide legal advice to Customers for the mandatory legal specialism, set out in the table below.

The Supplier shall ensure that the legal specialism is available to Customers to order throughout the lifetime of the Panel Agreement.

2.5.1. The Lot 5 legal specialism is as follows:

Legal Specialism	To include the following legal subject matter
<p>Costs Lawyer Services</p>	<ol style="list-style-type: none"> <li data-bbox="432 360 1398 584"> <p>1. Costs Consultancy and Negotiation</p> <p>The Supplier shall conduct all aspects of legal costing, including correspondence and negotiation with other parties involved and the resolution of any disputes, on behalf of the customer in relation to any case.</p> <li data-bbox="432 595 1398 931"> <p>2. Cost Estimates and Statement of Costs</p> <p>The Supplier shall provide costs estimates and statements of costs at any stage of the proceedings (whether in the substantive proceedings or in the costs litigation) by the date and in the format agreed with the customer.</p> <p>The Supplier shall provide the customer, within 28 days of the case referral, an estimate of the likely cost of the services in respect of the case.</p> <li data-bbox="432 965 1398 1223"> <p>3. Advocacy and/or Attending Hearings</p> <p>The Supplier shall be responsible for conducting advocacy in respect of hearings relating to any case on behalf of the customer, which may include but shall not be limited to: applications, directions, detailed assessments and appeals, unless it is appropriate to instruct Costs Counsel or local agents.</p> <li data-bbox="432 1256 1398 1671"> <p>4. Instructing Counsel</p> <p>The Supplier shall instruct Counsel, when requested by a customer, in accordance with the Lexcel policy of the customer or in accordance with the Supplier's more general client care policies.</p> <p>The Supplier shall confirm and agree with the customer the Counsel to be instructed, which may include those appointed to the Attorney General's Panel. If a customer considers it necessary to instruct Counsel off the Panel, any application shall be made by the Supplier.</p> <li data-bbox="432 1704 1398 1861"> <p>5. Providing Advice</p> <p>The Supplier shall provide advice at any stage of the substantive litigation or costs proceedings, if requested by the customer.</p>

	<p>6. Preparing Costs Budgets, Bills of Costs, Points of Dispute, Replies and Court Forms</p> <p>The Supplier shall prepare costs budgets, bills of costs, points of dispute, replies and court forms in accordance with Civil Procedure Rules (CPR), or applicable Court or Tribunal rules within a timescale agreed with the customer, if requested at the Call Off stage.</p> <p>In the following legal forums:-</p> <ul style="list-style-type: none"> • Senior Court Costs Office (covering Bills for High Court and Court of Appeal matters) • The Supreme Court • European Court of Justice • The First Tier and Upper Tribunals (Tax) • Competition Appeal Tribunal • Employment Tribunals • Lands Chamber of the Upper Tribunal • County Court; and • Litigant-in-person costs matters.
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2.5.2. Lot 5 National Coverage

The Supplier shall provide services to Customers in the jurisdictional area, applicable to lot 5 as set out in the table below.

Jurisdictional Areas
Full UK including England & Wales, Scotland and Northern Ireland

2.5.3. Lot 5 Practitioner Roles

The Supplier shall ensure that the following grades of Supplier Personnel are available to Customers at the Call Off stage:

Role	Role Description, responsibilities, and expertise levels
Qualified Barrister	Be in possession of a valid Practising Certificate
Qualified Costs Lawyer	Be in possession of a Cost Lawyer Certificate and with a minimum 5 years of experience

Experienced Law Costs Draftsman	Minimum of at least 5 years' experience as a Law Costs Draftsman
Junior Costs Lawyer	Be in possession of a Costs Lawyer Practising Certificate
Trainee Costs Lawyer	Working under supervision/towards a Costs Lawyer Practising Certificate

2.5.4. Lot 5 General - Mandatory requirements

The Supplier shall ensure that it is approved and regulated by the Costs Lawyers Standards Board (CLSB) and ensure that all Supplier Personnel hold a valid and current practising certificate issued by the CLSB, be working towards this in the case of trainees, or be qualified by minimum of 5 years' experience in the case of Law Costs Draftsmen.

The Supplier shall comply with the Costs Lawyers Handbook.

The Supplier shall provide the lot 5 services in accordance with the Civil Procedure Rules (CPR) or applicable Court or Tribunal Rules, as specified by the customer.

The Supplier shall be capable of handling a variety of cases involving Cost Lawyers or Costs Draftsmen, when requested by Customers. This may include both pre-litigated and litigated work, and may include clinical work on behalf of health sector Customers.

The Supplier shall liaise directly with the customer's in-house Costs Lawyer or Costs Draftsmen team and/or case officer, when requested by the customer.

2.5.5. Lot 5 Security - Mandatory requirements

The Supplier shall be responsible for the secure storage of all documents which remain the property of the customer. The Supplier shall ensure that all documents including hard copies of customer files are returned to the customer, as specified at the Call Off stage.

The Supplier shall ensure that Supplier Personnel take all necessary action for the prevention of any unauthorised disclosure of information contained in customer files, including confidential, and politically and commercially sensitive information. The customer may at times require additional security measures to be put in place for sensitive cases, which will be agreed at the Call Off stage.

The Supplier shall ensure that all documents are securely stored at the end of each day and have a process in place to ensure that unauthorised personnel do not have access to the customer's documents.

The Supplier shall ensure that all data relating to a specific case is disposed of in a secure manner, upon completion of the work. The Supplier shall provide confirmation and/or evidence of any data disposal to CCS and/or the customer if requested.

The customer may at times require the Supplier to provide Supplier Personnel for specialised assignments with enhanced security vetting, which will be specified and agreed at the Call Off stage.

The customer may at times require the Supplier to provide additional security requirements regarding electronic communications and the transmission of documents, which will be specified and agreed at the Call Off stage.

2.5.6. Lot 5 Administration - Mandatory requirements

The Supplier shall provide administrative support when providing lot 5 services, which shall include but may not be limited to:

- maintaining records of all files held by the Supplier on behalf of the customer;
- dealing with paperwork required by the customer for authorisation of payment of Law Costs and/or Court fees;
- arranging for collection and/or return of files as and when required and within the customer's deadline; and
- efficient and timely secretarial support.

The Supplier shall arrange for delivery and collection of papers to and from the customer, using an appropriate form of delivery dependent on the papers in transit. The Supplier shall use a secure courier service to deliver papers, when required by the customer. The Supplier shall ensure that any such items sent by post or secure courier are provided free of charge.

The Supplier shall have systems in place to accurately record the time spent working on cases. The Supplier shall ensure that Customers will only be charged for the time spent on assignment; and at the correct rates.

2.5.7. Lot 5 Industry Standards

The Supplier shall have an awareness of and shall adhere to the relevant industry standards including but not limited to Lexcel Practice Management Standards or equivalent.

2.5.8. Lot 5 Electronic Communications and Format of Documents

The Supplier shall agree the format of documentation with the Customer at the Call Off stage.

The Supplier shall provide the required documentation in an electronic format, unless otherwise specified by the customer.

2.5.9. Lot 5 Professional Qualifications and Knowledge Maintenance

The Supplier shall have a process in place that ensures all relevant personnel are conversant and up to date with appropriate rules, procedures, best practice and new case law, relevant to the services being delivered.

The Supplier is expected to maintain their knowledge and strategic view of changes impacting this category. This will include any key industry changes and/or developments. In turn, the Supplier will be expected to share this information with its Customers and highlight any risks or impacts associated with the changes and/or developments.

2.6. All Lots 1 to 5 - Mandatory requirements

2.6.1. Supplier's Commitment to the Panel Agreement

The Supplier shall maintain a commitment to Public Sector legal work and to the Panel Agreement. The Supplier shall take reasonable steps to ensure that it has, at all relevant times during the lifetime of the Panel Agreement, the level of resources available for servicing orders in line with the lots, including availability of Supplier Personnel.

The Supplier shall have in place a Matter Management system. The Supplier shall provide Matter Management to Customers free of charge.

The Supplier shall have in place from the Panel Agreement Commencement Date an eBilling process and system.

The Supplier shall have and maintain robust quality assurance and governance processes throughout the lifetime of the Panel Agreement, and shall act in accordance with Principle 5 of the SRA Handbook (or any successor or replacement to the same).

The Supplier shall ensure that:

- all Panel Services are fit for purpose;
- where the provision of services involves the drafting, review or production or modification of documentation, such documentation is technically functional; and

The Supplier shall, at all times:

- comply with relevant policies of customer(s) as set out in the Legal Services Contract;
- request communication of all such policies which apply from the customer, before accepting an order from a customer; and
- ensure that all relevant Supplier Personnel are appropriately appraised on current law and forthcoming changes to the law.

2.6.2. Obligations to accept orders

The Supplier shall (i) accept Orders, and (ii) respond to invitations to participate in direct award or further competitions, for the provision of legal services that the Supplier has agreed to provide under the Panel Agreement, from CCS and/or customer(s) unless it can demonstrate that one or more of the following applies:

- the Supplier has a conflict of interest in relation to a proposed order and/or the relevant customer which cannot be mitigated to the customer's satisfaction; or
- the Supplier does or will not have adequate resources available to properly service the order.

The Supplier shall take proactive steps, on receipt of an order, to plan and agree with the Customer the services to be provided, to clarify and document the following:

- the legal advice required;
- how legal input will be structured to minimise costs and maximise efficiency;
- how work previously undertaken for the Customer can be re-used to reduce cost;
- the levels and names of key personnel and lawyers working on performing the Order
- which of the Customer's personnel can provide instructions and authorise additional work; and
- the general management of the Order and the provision by the Supplier thereof.

The Supplier shall conduct reviews at intervals specified in the Call-Off Contract, during the provision of an Order, to:

- review adherence to the original plans for the Services, and
- ensure optimisation of efficiency and value for money in provision of the Order.

The Supplier shall work closely with lawyers from the Customer's legal team when requested by the Customer, as part of the overall provision of the Order.

2.6.3. Standards

The Supplier shall ensure, at all times, that it has systems that comply with the following standards or the successors of these requirements:

- ISO 9001 Quality Management Systems or equivalent;
- ISO/IEC 27001 Information Security Management System or equivalent;
- ISO/IEC 27002:2013 Information Technology – Security Techniques – Code of Practice for information security controls or equivalent;
- ISO/IEC 22301:2012 Business Continuity Management; and

2.6.4. Collaborative working

The Supplier shall work in collaboration with internal or external lawyers (including lawyers from other law firms) with varying levels of experience and specialisms, when requested by the Customer at the Call Off stage to:

- support the delivery of novel, complex or strategically important orders; and/or
- build and/or complement capability and capacity across the Panel Agreement.

2.6.5. Supplier Personnel requirements and standards

The Supplier shall ensure that all personnel are suitably qualified. Where that requires a practising certificate the Supplier must ensure that this is in place in line with Solicitors Act [1974](#). Experienced Law Costs Draftsmen under lot 5 will be considered qualified by a minimum 5 years' experience in that role.

The Supplier shall ensure that all Supplier Personnel involved in the delivery of Services act in a responsible and professional manner, and possess the skills, qualifications, experience and competence appropriate to each task, including any relevant legal specialisms.

The Supplier shall ensure that all Supplier Personnel provide the Services with due skill, care and diligence, as expected of a skilled professional.

The Supplier shall ensure that all grades of Supplier Personnel, set out within the Practitioner Roles for each lot, are available to Customers at the Call Off stage.

The Supplier shall ensure that all Supplier Personnel respond flexibly and within the timescales agreed by CCS and/or Customers in response to requests, including changes to planned work.

2.6.6. Conflicts of Interest

The Supplier must have a mechanism for identifying, monitoring and mitigating against conflicts of interest.

The Supplier shall bring any potential conflicts of interest, or situations which may give rise to a conflict of interest, to the attention of the Customer. This may include if their organisation undertakes both claimant and defendant work for clinical negligence and personal injury defence.

Where a potential conflict has been identified, the Supplier must explain this and how they would propose to deal with this in the case of their appointment by the Customer.

2.6.7. Customer Satisfaction

The Supplier shall have in place a clearly defined process for measuring and monitoring levels of customer satisfaction as a consequence of the Services delivered under this Panel Agreement, this should include identification for opportunities for improved performance working practice measures.

2.6.8. Location Requirements

The Supplier shall provide the services to any location within the jurisdictional area and/or region, as specified in the Panel Agreement and Call-Off Contract.

2.6.9. Travel and Related Expenses

The Supplier acknowledges and agrees that travel time; travel costs; secretarial support and photocopying shall not be chargeable unless agreed otherwise by Customers at the Call-Off stage.

The Supplier shall comply with the Customer's travel requirements and instructions, policies and arrangements for travel costs and related charges, set out in the Legal Services Contract or otherwise by notice to the Supplier from time to time.

The Supplier shall comply with the disbursement arrangements specified by the Customer at the Call Off stage.

2.6.10. Supplier Relationship Management (SRM)

This Panel Agreement will be managed centrally by CCS. The Legal Service Contracts will be managed by the Customer(s).

It is the intention that CCS shall operate a proactive and effective Supplier Relationship Management Programme. This SRM Programme will be serviced by a CCS

Invitation to tender

Attachment 2 - What customers need

RM3788 – Wider Public Sector Legal Services

Version 1

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Commercial Agreements Management (CAM) Team headed by a dedicated Commercial Agreements Manager. The Supplier shall provide CCS with a nominated and appropriate representative, with relevant and appropriate experience, authorised to act as its Supplier Relationship Manager at the time of signing the Panel Agreement.

Within the Supplier Relationship Management Programme, CCS will operate a Panel Management process. It will principally involve the management of the Panel Agreement and will also have the following roles:

- collection of the management charge;
- collection and reporting of Panel Agreement MI and KPIs;
- dealing with issues concerning e-Sourcing, further competitions and direct Awards;
- general day to day Panel relationship management.

The Supplier shall nominate an appropriate representative to act as a day-to-day contact in the provision of this information to CCS at a Panel Management level.

The Supplier's nominated representatives shall attend periodic review meetings which will be determined by the Commercial Agreements Manager. The purpose of such review meetings will be to report on and check the monitoring standards and performance of the Supplier, resolve any issues which have not been dealt with on a day to day basis, and discuss business opportunities, potential innovative solutions and any complaints.

The Supplier shall immediately provide CCS with a written report where service and/or performance falls below the required level(s). The report shall detail the remediation measures that have been put in place to prevent a re-occurrence of such service and/or performance failure.