



Crown
Commercial
Service

PANEL AGREEMENT SCHEDULE 2, PART A: PANEL SERVICES

RAIL LEGAL SERVICES

REFERENCE NUMBER

RM3756

ATTACHMENT 7a

PANEL AGREEMENT SCHEDULE 2 (PANEL SERVICES AND KEY PERFORMANCE INDICATORS)

PART A (PANEL SERVICES)

1. INTRODUCTION

- 1.1 This Panel Agreement consists of a single Panel across two Tiers in respect of rail related legal work.
- 1.2 The purpose of this Schedule 2 (Part A: Panel Services) is to:
 - 1.2.1 set out the scope of the Panel Services that the Supplier shall make available to all Panel Customers under this Panel Agreement;
 - 1.2.2 provide a description of the Panel Services; and
 - 1.2.3 set out the specific Standards and requirements applicable to the provision of Panel Services by the Supplier.
- 1.3 The Principal Panel Customer for the Panel is Department for Transport (DfT), who intend to use this Panel Agreement wherever possible. Other organisations, as detailed in Appendix 1, may also use it from time to time. The use of this Panel is not mandatory across UK Central Government.
- 1.4 This Panel Agreement will be managed centrally by the Authority. The Legal Services Contracts will be managed by the Panel Customer(s).

2. SCOPE OF THE REQUIREMENT

- 2.1 The Authority and Panel Customers require external legal expertise and flexible resource to provide rail legal services.
- 2.2 This Panel is predominantly for the provision of Panel Services in the law of England and Wales. However the Panel Customer(s) may require advice on Scottish and/or Northern Irish law, in areas of specialism including but not limited to property and taxation in respect of rail related transactions. This Panel also covers foreign law advice in respect of rail related transactions. If a Panel Customer needs foreign law advice and the Supplier has qualified and practising lawyers who are appropriately authorised to provide advice in the jurisdiction, as specified by the Panel Customer(s) then such advice may be provided under this Panel. However, provision of foreign law advice is not a requirement for Panel Suppliers nor is this Panel an exclusive route to market for foreign law for Panel Customers.
- 2.3 There is no obligation on Panel Customers to place work through this Panel Agreement.
- 2.4 Suppliers will be appointed to one of the two Tiers outlined below:
 - 2.4.1 Tier 1 work will involve advice on major, long term transactions e.g. rail franchise competitions and other highly complex projects where the Tier 1 Supplier will need to devote considerable resource to the project over a multiyear period of time or where the instructions relate to particularly complex issues e.g. advising on structural forms.
 - 2.4.2 Tier 2 work will generally involve advice on less complex and resource intensive transactions e.g. instructions relating to less complex contractual changes.

2.5 Out of Scope

- 2.5.1 This Panel is only accessible by those bodies listed in the OJEU Notice (as summarised in Appendix 1 (Authorised Panel Customer List)).
- 2.5.2 The scope of this Panel Agreement excludes:
 - 2.5.2.1 general legal services within the scope of Panel RM3786;
 - 2.5.2.2 work undertaken by Parliamentary Agents, and
 - 2.5.2.3 complex finance, capital markets and financial regulation work.
- 2.5.3 This work is, or is expected, to be sourced via separate legal panel or other arrangements.

3. PANEL SERVICES

- 3.1 This section sets out the Panel Services that the Supplier is required to make available to Panel Customers as a condition of being awarded a Panel Agreement. Subject to paragraph 3.2 (Obligation to accept Orders) and paragraph 3.3 (Notification of inability to accept Orders), the Supplier shall accept all Orders from Panel Customers which fall within the scope of the Panel Services, provided that the relevant Panel Customer complies with the applicable requirements of the Panel Agreement in respect of such Order(s).

3.2 Obligation to accept Orders

- 3.2.1 The Supplier shall (i) accept Orders, and (ii) respond to invitations with bids to participate in Further Competitions, for the provision of Panel Services from the Authority and/or Panel Customer(s), unless it can demonstrate, to the extent appropriate in the case of a conflict of interest, that one or more of the following applies:
 - 3.2.1.1 the Supplier has a conflict of interest in relation to a proposed Order and/or the relevant Panel Customer which cannot be mitigated to the Panel Customer's satisfaction; or
 - 3.2.1.2 the Supplier does not have adequate resources available to properly service the Order; and/or
 - 3.2.1.3 the Supplier does not have the necessary specialist expertise in the types of legal services, areas of legal practice and/or industry sector specialisms required for the provision of Non-Core Specialisms as may be requested by the Authority and/or Panel Customer(s).
 - 3.2.1.4 the Supplier cannot complete anti-money laundering checks satisfactorily;
 - 3.2.1.5 the Supplier believes there is a possibility of breaching sanctions; and/or
 - 3.2.1.6 the Supplier is required by the SRA Code of Conduct to refuse to act.

3.3 Notification of inability to accept Orders

- 3.3.1 Where the Supplier is unable to accept an Order (whether pursuant to a Further Competition or Direct Award), or to respond to an invitation to participate in a Further Competition (or becomes unable to continue to fulfil an existing Order) due to any of the circumstances set out in paragraph 3.2 (Obligation to accept Orders) above, the Supplier shall notify the Authority accordingly. Any notification made under this paragraph 3.3 (Notification of inability to accept Orders) is without prejudice to the Supplier's obligations under paragraph 3.4

and the Authority's rights in respect of such obligations.

3.4 Supplier's commitment to the Panel

- 3.4.1 The Supplier shall maintain a commitment to Central Government legal work and to the Panel. Such commitment requires that the Supplier takes reasonable steps to ensure that the Supplier has, at all relevant times during the Panel Period, a reasonable level of resources available for servicing Orders, including availability of the key personnel.
- 3.4.2 If the Supplier is unable to accept Orders further to paragraphs 3.2.1.1, 3.2.1.2, 3.2.1.3, 3.2.1.4, 3.2.1.5 or 3.2.1.6 persistently or to an unreasonable extent (taking into account the resources available to it), then this may lead to the Supplier being suspended from the Panel or termination of the Panel Agreement by the Authority.

3.5 Panel Services Requirement

- 3.5.1 The Supplier shall ensure that it (and the relevant Supplier Personnel) has (or have) at all relevant times, the skills, qualifications and capability to provide legal advice and support to the Authority and/or the Panel Customer(s) in relation to the types of legal services and areas of legal practice set out at Appendix 2 (Core Specialisms) and at Appendix 3 (Non-Core Specialisms) where it indicated that it had that capability to do so in accordance with Attachment 2- Stage 1 Guidance and Eligibility Questionnaire.
- 3.5.2 The Supplier shall make the Core Specialisms and those Non-Core Specialisms, where it indicated that it had that capability to do so in accordance with Attachment 2- Stage 1 Guidance and Eligibility Questionnaire available to Panel Customers to Order throughout the Panel Period, in accordance with the Panel Agreement.

3.6 Advice on Scottish or Northern Irish Law

- 3.6.1 In the event that advice is required on Scottish or Northern Irish law, the Supplier shall agree with the Panel Customer(s) in advance and in writing the approach to be taken in delivering the advice, which shall include but may not be limited to one or more of the following:
 - 3.6.1.1 if the Supplier has Supplier Personnel qualified and practising in Scottish or Northern Irish law in the relevant specialism, the Supplier shall utilise its Supplier Personnel under the terms of this Panel Agreement; and/or
 - 3.6.1.2 the Panel Customer(s) will appoint a firm off the Scottish Government Panel to work with the Supplier
<http://www.gov.scot/Topics/Government/Procurement/directory/pscontractcentgovt/LegalServicesFramework> and/or
 - 3.6.1.3 the Supplier shall seek approval from the Panel Customer in advance and in writing to subcontract the provision of legal advice for Scottish or Northern Irish law to another law firm who is suitably qualified and practising in Scottish or Northern Irish law in the relevant specialism.

3.7 Delivery Of The Panel Services

- 3.7.1 In meeting the Panel Services above, the Parties must work together to apply the general principles to each Order procured and commenced under this Panel Agreement, to include the following but not limited to:

- 3.7.2 Early Supplier involvement – to improve understanding and deliverability of requirements, the Panel Customer will, wherever practical, ensure that early market engagement on the provision of Services is carried out and that it informs Suppliers of future project pipelines and developments;
- 3.7.3 Knowledge transfer – promoting and facilitating the transfer of skills and knowledge between the Parties, and the sharing of information and the development of broader best practice initiatives within the rail industry;
- 3.7.4 Performance measurement – to improve consistency and quality of delivery, benchmarking mechanisms will be applied throughout the life of the Panel arrangement; and
- 3.7.5 Customer Relationship Management and Supplier Relationship Management (CRM/SRM) - entails creating closer, more collaborative relationships in order to uncover and realise value and reduce risk of failure between the Panel Customer and the Supplier.
- 3.7.6 Innovation – to encourage the development and sharing of innovative solutions, processes and approaches that improve performance and Value for Money (VfM);
- 3.7.7 Collaboration – to ensure that behaviours and cultures enable optimal ‘one team’ working relationships, seamless integration and cooperation between Panel Customer teams, Contractors (where applicable) and the Suppliers appointed to the Panel in preparing, planning and delivering the Orders; and
- 3.7.8 Partnering – the Panel Customer and Supplier working closely with a common understanding of goals and strategic objectives and shared benefits.

3.8 Legal Quality Principles

- 3.8.1 Additionally the Supplier shall:
 - 3.8.1.1 be cognisant of the implications of their instructions and the risks of challenge that may arise, including public law and shall be able to provide risk-based legal advice;
 - 3.8.1.2 develop a robust team structure, matching the right individuals with the appropriate skills and including a process to ensure resilience and quality of the team and access to the necessary skills and experience not covered by core advisers;
 - 3.8.1.3 apply strong business and commercial management experience including the ability to build and maintain a correctly balanced team, taking into account skills, expertise and delivery (at the appropriate level), and managing out any conflicts of interest;
 - 3.8.1.4 work on high profile project(s) with a high degree of confidentiality and in line with Government Security Markings;
 - 3.8.1.5 work efficiently to tight timescales in pressurised circumstances to deliver quality outputs, and to work collaboratively with the **Panel Customers’** in-house lawyers, policy officials, financial and commercial advisers;
 - 3.8.1.6 dovetail with the **Panel Customer’s** own project management arrangements, especially on larger more long term projects. The **Supplier** shall ensure it is aware of likely spikes in activity and be able to resource accordingly to ensure that **Panel Customer’s** milestones are achieved;

- 3.8.1.7 communicate succinctly both orally and in writing at all levels up to board level within Government and with external advisers and stakeholders. Appreciating the complexity of the issues involved, Plain English Drafting is encouraged;
- 3.8.1.8 promote and facilitate the transfer of skills and knowledge with the **Panel Customers**, and the sharing of information and the development of broader best practice initiatives within the Rail Industry;
- 3.8.1.9 manage costs and to work closely with the **Panel Customers** and the Panel Customers in-house lawyers to achieve this, for example by ensuring their resources are used as effectively as possible;
- 3.8.1.10 set internal budgets for particular pieces of work or for longer term projects and measure and control actual expenditure against such budgets; and
- 3.8.1.11 offer volume or other discounts, including but not limited to discounts where fees exceed the estimated value of the services;
- 3.8.2 The Supplier shall have in place and shall maintain throughout the Panel Period robust quality assurance and governance processes, and shall act in accordance with Principle 5 of the SRA Handbook as amended from time to time.
- 3.8.3 The Supplier shall ensure that:
 - 3.8.3.1 all Panel Services provided are fit for purpose;
 - 3.8.3.2 where the provision of the Panel Services involve the drafting, review or production or modification of documentation, such documentation is technically functional; and
 - 3.8.3.3 all Panel Services are provided to a standard no less than would be expected of a skilled and competent provider of services broadly equivalent to the Panel Services.
- 3.8.4 The Supplier shall, at all relevant times:
 - 3.8.4.1 comply with those generally applicable and relevant policies of the Authority and/or Panel Customers which have been notified to the Supplier whether at the date of the Order or otherwise; and
 - 3.8.4.2 The Supplier shall, before accepting an Order from a new Panel Customer, request from the Panel Customer notification of all such policies which apply; and
 - 3.8.4.3 comply with any relevant specific policies of the Authority and/or Panel Customers as are notified to the Supplier whether at the date of the Order or otherwise, and the Supplier shall, before accepting an Order from a new Panel Customer, request from the Panel Customer notification of all such policies which apply; and
 - 3.8.4.4 ensure that it is (and all relevant Supplier Personnel are) properly and appropriately familiar with current law and aware of forthcoming changes to the law.
- 3.8.5 On receipt of an Order the Supplier shall take proactive steps (in a manner and to an extent proportionate to the size and nature of the Order) to plan and agree the Legal Services to be provided with the Customer to clarify and document:

- 3.8.5.1 the legal advice required;
 - 3.8.5.2 how legal input will be structured to minimise costs and maximise efficiency;
 - 3.8.5.3 how work previously undertaken for the relevant Panel Customer can be re-used to reduce cost;
 - 3.8.5.4 the levels and names of key personnel and lawyers working on performing the Ordered Panel Services;
 - 3.8.5.5 which of the Panel Customer's personnel can provide instructions and authorise additional work; and
 - 3.8.5.6 the general management of the Ordered Panel Services and the provision by the Supplier thereof.
- 3.8.6 During the performance of Legal Services the Supplier shall conduct reviews at intervals specified in the Legal Services Contract to (i) review adherence to the original plans for the Panel Services prepared pursuant to paragraph 3.8.4 (above), and (ii) ensure optimisation of efficiency and value for money in provision of the Legal Services. The Supplier shall perform this review in conjunction with the Panel Customer if requested but in any event shall (i) confirm to the Panel Customer that any review required has, in each case, been completed; and (ii) report to the Panel Customer on the outcome of the review.
- 3.8.7 When requested by the Panel Customer, the Supplier shall work closely with lawyers from the Panel Customer's legal team or from the Government Legal Department, as part of the overall performance of the Ordered Panel Services, and it shall follow all directions in this regard which the Panel Customer may make.
- 3.8.8 The Supplier shall have in place a Matter Management system. The Supplier shall provide Matter Management free of charge.
- 3.8.9 The Supplier shall have in place from the Panel Agreement Commencement Date an eBilling process and system.
- 3.8.10 The Supplier shall have in place within 12 months of Panel Agreement Commencement Date a procurement/cost reduction programme.

3.9 Collaborative Working

- 3.9.1 The Supplier acknowledges and agrees that Panel Customers may request Suppliers from the Panel to work in collaboration with the Panel Customer's internal lawyers or lawyers from other Panel Suppliers or from non-Panel Suppliers with varying specialisms and experience to:
- 3.9.1.1 support the delivery of novel, complex or strategically important Ordered Panel Services; and/or
 - 3.9.1.2 build and/or complement capability and capacity across the Panel.
- 3.9.2 The Supplier shall ensure their full cooperation to enable and facilitate wherever possible operating in a collaborative way where a Panel Customer project requires this.

3.10 Supplier Personnel Requirements

- 3.10.1 In relation to the Panel Services the Supplier shall ensure that, where applicable, Supplier Personnel hold a current Practising Certificate or are otherwise registered in compliance with the SRA Handbook as amended from time to time.

3.10.2 The Supplier shall ensure that all Supplier Personnel involved in the delivery of Legal Services under Legal Services Contracts act in a responsible and professional manner and possess the qualifications, experience and competence appropriate to the tasks for which they are employed, including in relation to any legal specialism or areas of legal practice relevant to performing a Legal Services Contract.

3.10.3 The Supplier shall make available to Panel Customers the following grades of Supplier Personnel:

Supplier Personnel	Description of role
Partner (including senior / managing) or equivalent	<ul style="list-style-type: none"> • key contact with the Panel Customer; • overall responsibility for quality assurance, success of project and supervision of Supplier Personnel; • Panel 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/Legal Director or equivalent	<ul style="list-style-type: none"> • main contact for day-to-day Panel 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 • typically 5-7 years or more post qualified experience.
Solicitor / Associate or equivalent	<ul style="list-style-type: none"> • main contact for day-to-day Panel 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; • Typically 3-5 years or more post qualified experience ; and • involving more senior grades of lawyer as appropriate.
Junior Solicitor or equivalent	performing work that requires the level of expertise typically requiring up to two (2) years' general legal experience.
Trainee	performing work that can be appropriately delegated to a Trainee Solicitor.
Paralegal	performing work that can be appropriately delegated to a Paralegal.

- 3.10.4 The Supplier shall ensure that Supplier Personnel respond flexibly and within agreed timescales set by the Authority and/or Panel Customers in response to requests, including changes to planned work.

3.11 Consultation

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

3.12 Knowledge Sharing

- 3.12.1 The Supplier shall make available to Panel Customers regularly and periodically throughout the Panel Term, free of charge, via email, printed publication or other form of presentation (as appropriate), know-how appropriate to the Panel Customer and/or the Services provided by the Supplier to each Panel Customer. This shall include (without limitation):

- 3.12.1.1 e- briefings, email alerts, hubs and webinars;
- 3.12.1.2 white papers, thought leadership, publications, subscriptions, insights and articles;
- 3.12.1.3 invitations and access to breakfast briefings, seminars, conferences and events;
- 3.12.1.4 general use of and access to the Supplier's physical libraries located at the Supplier's offices, given appropriate security access;
- 3.12.1.5 general use of and access to the Supplier's electronic libraries where available and subject to any licensing restrictions; and
- 3.12.1.6 invitations to masterclasses and industry events, when available.

- 3.12.2 The Supplier shall provide to the Authority with a minimum of one (1) days free training (excluding preparation and travel time) every calendar year throughout the Panel Period. This training may be bespoke or selected from the Supplier's current portfolio of training provision and may be provided through various mediums including but not limited to: face to face training, e-learning, webinars and toolkits.

- 3.12.3 The Supplier shall provide additional training (beyond that provided to the Authority under paragraph 3.12.2 (above)) to Panel Customers upon request. Such training shall be:

- 3.12.3.1 tailored to the Panel Customer's specific requirements, or generic training in the required area, at the Panel Customer's request;
- 3.12.3.2 provided at the Supplier's office, the Panel Customer's office, any other government offices or other facility, or via e-learning or other remote delivery system, at the Panel Customer's request; and
- 3.12.3.3 charged at no more than the Supplier's Panel Rates.

- 3.12.4 Once a Legal Services Contract has been performed (or as the Panel Services to be performed under it near completion, as seems appropriate to the Panel Customer under the circumstances), the Supplier shall conduct a knowledge transfer exercise where requested to do so by the Panel Customer. This exercise shall:

- 3.12.4.1 document, collate and transfer to the Panel Customer any significant know-how, learning and/or practices generated, developed and/or used by the Supplier during the relevant Legal

Services Contract;

3.12.4.2 compile and transfer to the Panel Customer a document bible(s) (including electronic versions of the same if the Panel Customer so requires) comprising the contractual and/or other documents and/or advice generated, developed and/or used by the Supplier during the relevant Legal Services Contract;

3.12.4.3 be completed within one (1) calendar month of the later of completion of the relevant Panel Services, the request to conduct the exercise made by the Panel Customer or the expiry of the relevant Legal Services Contract; and

3.12.4.4 be performed at no additional cost or charge to the Panel Customer.

3.12.5 The Supplier shall offer free legal advice and training to the Authority, based on the level of expenditure/spend (the Aggregated Spend) under the Panel Agreement, as set out in Table 1 – Free legal advice depending on expenditure percentage of Panel Schedule 24 Additional Supplier Obligations (Attachment 7) subject to paragraph 1.8 and 1.9 of Panel Schedule 24 Additional Supplier Obligations (Attachment 7)

3.13 Location Requirements

3.13.1 The Supplier shall supply the Ordered Panel Services to any location within England and Wales specified in the Legal Services Contract.

3.13.2 The Supplier shall if required (as detailed in the Legal Services Contract and Order) at no cost to the Panel Customer make available a dedicated meeting room in its premises for use by the employees and professional advisors of the Panel Customer whilst engaged on a piece of work that requires them to occupy accommodation separate from the Panel Customer's office premises. An example would be where a DfT team is working on a rail franchise competition. The room must be capable of seating up to eight people at any one time and of providing secure storage for confidential documents. The Supplier shall issue those individuals identified by the Panel Customer as entitled to use the room with the necessary security passes and permissions so that they may access it unaccompanied by Supplier Personnel at all times that the Supplier's premises are open to business.

3.13.3 The Supplier shall be required to make available, if required (as detailed in the Call-off requirement and Order), adequate serviced meeting rooms including refreshments, to support its performance of Legal Services Contracts and available for Panel Customers to use, in Central London and/or, if the Supplier has proximate offices, the location specified by the Panel Customer for the delivery of the ordered Legal Services. The requirement to supply meeting rooms in London may be at the Supplier's own offices or at other premises acquired by the Supplier temporarily for this purpose. The Supplier may not make any additional charge (over and above the Charges) for the provision of meeting rooms, including those used for side negotiations or Panel Customer / Supplier discussions.

3.13.4 The Supplier shall provide virtual and physical storage and 'data rooms', as requested to do so by Panel Customers, to support its performance of Legal Services Contracts, to securely store items including but not limited to procurement documentation, contractual documentation, deeds, and due diligence documentation, at no additional cost to the Panel Customer.

3.13.5 The Supplier shall have available and shall maintain internet, telephone and

video conferencing facilities for the delivery of the Panel Services, and shall make no additional charge for use of the same in performing Legal Services Contracts.

3.14 Travel and Related Expenses

- 3.14.1 The Supplier acknowledges and agrees that travel time, travel costs, secretarial support and photocopying shall not be chargeable unless agreed otherwise by Panel Customers in the Legal Services Contract.
- 3.14.2 The Supplier shall comply with the Panel 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.
- 3.14.3 The Panel Customer(s) will specify any disbursements arrangements in the Legal Services Contracts or otherwise by notice to the Supplier from time to time.

3.15 Panel Agreement Standards

- 3.15.1 The Supplier shall at all times during the Panel Period and during the term of any Legal Services Contract, comply with the following standards or the successors of these standards:
 - 3.15.1.1 ISO 9001 Quality Management Systems or equivalent;
 - 3.15.1.2 ISO/IEC 27001 Information Security Management Systems or equivalent;
 - 3.15.1.3 ISO/IEC 27002:2013 Information Technology – Security Techniques – Code of Practice for information security controls
 - 3.15.1.4 ISO/IEC 27031:2011 Information technology – Security techniques – Guidelines for information and communication technology readiness for business continuity or equivalent;
 - 3.15.1.5 ISO/IEC 22301:2012 Business Continuity Management or equivalent; and
 - 3.15.1.6 ISO/IEC 22313:2012 Societal Security – Business Continuity management systems – Guidance or equivalent.

3.16 Relationship Management

- 3.16.1 It is the intention to operate a proactive and effective Supplier Relationship Management Programme in line with the Pan Government Initiative for this Panel Agreement. The Supplier is required to nominate an appropriate representative to participate in this process.
- 3.16.2 The Supplier shall provide the Authority 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.
- 3.16.3 The Supplier shall actively participate within the intended Supplier Relationship Management Programme.
- 3.16.4 The Authority will operate a Panel Agreement management process. It will principally involve the management of the Panel across both Tier 1 and Tier 2 and will also have the following roles
 - (i) collection of the Management Charge;
 - (ii) collection and reporting of Panel Agreement MI and KPIs;

- (iii) dealing with issues concerning, Further Competitions and Direct Awards;
 - (iv) general day to day Panel relationship management; and
 - (v) the provision of performance management information to the Supplier Relationship Management Programme.
- 3.16.5 The Supplier shall attend Supplier Relationship Management Programme meetings at no extra cost to the Authority or Panel Customer. The meetings are unlikely to be more frequently than quarterly.
- 3.16.6 The Supplier shall nominate an appropriate representative to act as a day-to-day contact in the provision of this information to the Authority at a Panel Management level.
- 3.16.7 The Supplier's nominated representatives shall attend periodic review meetings which will be determined by the Authority Representative. 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.
- 3.16.8 The Supplier shall immediately provide the Authority with a written report where service and/or performance falls below the required level. 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.

3.17 Management Information

- 3.17.1 The Supplier shall provide timely and accurate Management Information and data reporting to the Authority and to the Panel Customer free of charge in accordance with Panel Schedule 9 (Management Information).
- 3.17.2 The Supplier may be required to provide further Management Information to the Panel Customer, the content of which will be agreed at the Legal Services Contract Stage, which shall include but not limited to the following:
- 3.17.3 A monthly timesheets detailing:
- work completed by task;
 - hours charged together with the name of the fee earner who has carried out the task and their hourly rate;
 - recoverable expenses; and
 - approved disbursements.
- 3.17.4 A monthly management reports detailing:
- costs incurred to date;
 - forecast costs to completion (where a costed package of work has been undertaken);
 - major issues which may impact on costs or timescales;
 - reasons for changes to initial/previous forecasts;
 - any applicable cost reduction plans in the relevant period; and
 - a comparison of actual costs to date with the estimate and the forecast.

3.18 Value Added Service Requirements

The Supplier shall provide as a minimum, the following additional services (the “Value Added Services”) to Panel Customers at no additional charge:

3.18.1 Exchange schemes

3.18.1.1 Subject to the Supplier having accepted at least one (1) Order under the Panel Agreement, the Supplier shall make available to any Panel Customer suitably qualified and experienced Supplier Personnel for a minimum of two (2) exchange schemes per Contract Year in exchange for an equivalent number of Panel Customer Personnel to work with the Supplier and this shall be on a secondment basis. The Supplier, the relevant Panel Customer and the Authority shall record in writing the agreement for an exchange scheme to take place. The terms and conditions of the agreement shall be set out in Panel Schedule 4 (Template Order Form and Template Call Off Terms). All exchange schemes agreed shall operate for a minimum period of three (3) months.

3.18.2 Where the Supplier has offered to provide additional Value Added Services beyond those stated in paragraph 3.18 of this Schedule 2 (Part A:Panel Services) free of charge, the Supplier agrees to provide such additional Value Added Services upon request by Panel Customers.

Appendix 1 (Authorised Panel Customer List)

1. The following UK public sector bodies are authorised and enabled to use the Panel, subject to approval from CCS and the Principal Panel Customer:

- All Ministerial and Non Ministerial UK Government Departments, including their Executive Agencies and other subsidiary bodies;
- Other parts of Central Government holding Crown Status employing Civil Servants;
- All non-Crown Status Government Companies wholly or partly owned by Central Government Departments and their subsidiaries, including the following:
 - High Speed 2 (HS2) Limited; and
 - London and Continental Railways Limited
- The non-Departmental Public Bodies, other Public Bodies, Public Corporations sponsored by Central Government Departments, and their subsidiary bodies which are not covered by the above which are not covered by the above categories;
- Any successor bodies to any of the above; and
- The devolved administrations in Scotland, Wales and Northern Ireland together with their respective agencies and their other subsidiary bodies.

The following link sets out details of the bodies that fall within the categories set out above and may be referred to as a point of reference. For the purposes of this Panel, it is those bodies listed in the October 2016 update under the 'Central Government' tab:

<https://www.ons.gov.uk/economy/nationalaccounts/uksectoraccounts/datasets/publicsectorclassificationguide>

Appendix 2 - Core Specialisms

1. This Appendix 2 sets out the three (3) Core Specialisms that the Panel Customer may require under this Panel Agreement:

Number	Specialism	Scope
1	Regulatory law	<p>All aspects of rail regulatory law such as: Interpretation and application of relevant Primary Legislation (including draft legislation), including:</p> <ul style="list-style-type: none"> a) Railways Act 1993; b) Railways Act 2005; c) Crossrail Act 2008; d) Transport Act 1968; e) Local Transport Act 2008; and f) High Speed Rail (London - West Midlands) Bill. <p>For so long as the UK remains subject to EU law the interpretation of relevant European Union (EU) legislation including Regulation 1370/2007 on public passenger transport services by rail and by road and the four Railway Packages.</p> <p>Advice in relation to the key regulatory and commercial documents relating to the UK rail industry such as the Ticketing and Settlement Agreement, regulated access arrangements, licensing arrangements.</p> <p>This shall include all aspects of legal advice for the end to end delivery of rail related projects such as:</p> <ul style="list-style-type: none"> a) Rail franchise awards or rail passenger concessions (including advising on competitions, extensions and single tender actions); b) Rolling stock transactions (including advising on standalone fleet procurements, maintenance arrangements and financings, advising on procurement/maintenance arrangements/financings for fleets used by single or multiple franchisees); c) Infrastructure concessions and other infrastructure related rail projects; and d) Other rail related projects including without limitation advising on (1) the development of standard industry documentation, (2) regulatory projects such as the implementation of access charges reviews or modifications to licensing or access arrangements or (3) in respect of structural issues relating to the rail sector).
2	Company, Commercial and Contract Law	<p>All aspects of legal advice in respect of contracts and contract law including advising on the modification of and interpretation of commercial contracts.</p> <p>All aspects of corporate law including but not limited to:</p> <ul style="list-style-type: none"> a) company law; b) public and private company transactions

		<ul style="list-style-type: none"> c) share acquisition, disposals, capitalisations; d) entity selection and formation of Government companies and Government joint ventures; e) directors' duties; f) company secretarial services; g) operating, partnership, joint venture and alliancing agreements
3	Public procurement law	<p>All aspects of public procurement law including but not limited to:</p> <ul style="list-style-type: none"> a) the application of domestic and EU public procurement law; and b) end-to-end support on procurement exercises, including as appropriate drafting and commenting on specifications, evaluation criteria, tender documentation and associated procurement and contractual documentation.

Appendix 3 - Non-Core Specialisms

1. This Appendix 3 sets out the Non-Core Specialisms that the Panel Customers may require under this Panel.
2. It is acknowledged and agreed that:
 - 2.1. the Non-Core Specialisms may only be required by a Panel Customer in connection with a rail related matter;
 - 2.2. advice in respect of a Non-Core Specialism may be required by a Panel Customer:
 - (i) on a stand-alone basis in connection with a rail related matter or;
 - (ii) as part of a wider rail related matter including drafting or advising on contractual provisions in circumstances where advice in respect of that Non-Core Specialism is required.

Number	Service	Scope
1	EU law	All aspects of EU law including but not limited to: a) advising on the application of EU law, its Treaties and Regulations; b) advising on relevant European case law which has a direct or indirect impact on Rail operations; c) advising on European rules and jurisprudence around the provision of state aid; d) advising a Panel Customer on EU Infraction proceedings that may be issued against it.
2	International law	All aspects of international law.
3	Competition law	All aspects of competition law including but not limited to contentious and non-contentious advice and support in relation to EU, domestic and international competition law, including cartels, abuse of a dominant market position and merger control.
4	Dispute Resolution and litigation law	All aspects of litigation and dispute resolution including but not limited to dispute handling and resolution and civil litigation against and on behalf of Panel Customers including alternative dispute resolution, arbitration, mediation, advice and litigation support may be required on commercial disputes, High Court litigation (including judicial review) as well as arbitration, adjudication, mediation and tribunal proceedings.
5	Employment law	All aspects of employment law including but not limited to: a) non-contentious employment matters relating to TUPE, COSOP, redundancies, restructuring, outsourcing, changes in terms and conditions, and reorganisations; b) advice on industrial relations issues affecting the rail industry such as the introduction of driver only operations; and c) contentious employment law including litigation and dispute resolution.

Number	Service	Scope
6	Environmental law	All aspects of environmental law including but not limited to the interpretation and application of the Environmental Protection Act 1990.
7	Health and Safety law	All aspects of health and safety law the interpretation and application of the Health and Safety at Work Act 1974 and other applicable regulations and directives.
8	Information law including data protection law	All aspects of information law including but not limited to: <ul style="list-style-type: none"> a) the law surrounding the use and control of information by public and private sector bodies, including domestic and EU data protection legislation; b) international data transfers; c) data protection laws, data requests and complying with the principles of transparency; and d) Freedom of Information.
9	Information technology law	All aspects of information technology law including but not limited to: <ul style="list-style-type: none"> a) information technology and telecoms procurement and contracting; b) design, development, maintenance and support contracts; c) re-structuring of contracts and/or services; d) exit and migration/transition; e) hardware purchasing, software licensing, managed services, E-commerce, cloud based services, convergent technologies and the internet; and f) advice on the implications of emerging technologies .
10	Intellectual property law	All aspects of intellectual property law including but not limited to: <ul style="list-style-type: none"> a) 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 b) assignment and licensing of rights and commercialisation and exploitation of intellectual property.
11	Pensions law	All aspects of pensions law.
12	Planning law	All aspects of planning law including but not limited to: <ul style="list-style-type: none"> a) planning strategy; b) development projects and schemes; c) applications for development, construction and change of use; d) compulsory purchase orders and s106 agreements; and e) planning/development inquiries and appeals.

Number	Service	Scope
13	Real estate law	All aspects of the law relating to real estate
14	Restructuring/ Insolvency law	All aspects of the law relating to restructuring/insolvency.
15	Tax law	All aspects of tax law.
16	Insurance law	All aspects of insurance law.