

ORDER FORM AND TERMS AND CONDITIONS**SECTION A**

- (i) This Order Form dated 23/02/2021 is issued in accordance with the provisions of the Panel Agreement for the provision of general legal services.
- (ii) The Supplier agrees to supply the Ordered Panel Services specified below on and subject to the terms of this Legal Services Contract.
- (iii) For the avoidance of doubt this Legal Services Contract consists of the terms set out in this Order Form and the Terms and Conditions.
- (iv) By signing and returning this Order Form (which may be done by electronic means) the Supplier agrees to enter this Legal Services Contract with the Customer to provide the Ordered Panel Services in accordance with this Order Form and the Terms and Conditions.
- (v) The Parties hereby acknowledge and agree that they have read this Order Form and the Terms and Conditions and by signing below agree to be bound by this Legal Services Contract.
- (vi) In accordance with paragraph 7 of Panel Schedule 5 (Ordering Procedure), the Parties hereby acknowledge and agree that this Legal Services Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of this Order Form (together with the Terms and Conditions) from the Supplier within two (2) Working Days from such receipt.

1.1	con_18788
1.2	The Secretary of State for Justice at 102 Petty France, London, SW1H 9AJ ("CUSTOMER")
1.3	Pinsent Masons LLP of 30 Crown Place, London, EC2A 4ES ("SUPPLIER")
1.4	Commencement Date: This Legal Services Contract replaces Legal Services Contract CCLL18A26, which commenced on 23 October 2018. The Commencement Date of this new contract is 26 August 2020.
1.5	Term The Expiry Date of this Legal Services Contract is 31 December 2023.

1.6	Signed for and on behalf of the Customer by an authorised representative:
	Name: [REDACTED]
	Title: [REDACTED]
	Signature: [REDACTED]
	Date: [REDACTED]
1.7	Signed for and on behalf of the Supplier by an authorised representative:
	Name: [REDACTED]
	Title: [REDACTED]
	Signature: [REDACTED]
	Date: [REDACTED]

SECTION B

1. PANEL SERVICES

1.1	<p>Panel Services:</p> <p><u>Probation Reform Programme</u></p> <ol style="list-style-type: none"> 1. Provide advice, support and assistance on all legal issues arising in connection with the introduction of the Unified Model on 26 June 2021, including the Dynamic Framework call-off competitions; CRC contract management and exit; transfer of staff, services and assets to the NPS and/or new providers; and implementation of the new Target Operating Model. 2. Develop and draft contracts and procurement documentation, ensuring all contractual documentation complies with relevant legislation and the balance of risk/liability between documentation is properly identified and advised on and meets the departments requirements. 3. Advise on procurement law and commercial issues during the procurements. 4. Advise on documentation and management of the transfer of assets and staff from CRCs to HMPPS/DF providers which may include providing advice on any TUPE and staff transfer implications. 5. Review procurement documentation to ensure consistency with the overall contract documentation and ensure that the procurement documentation complies with relevant legislation. 6. Provide legal support during the procurement (especially clarification questions and evaluation of bids), particularly in relation to: <ol style="list-style-type: none"> a) contractual issues, as requested by CLG team F; b) development of final contractual documents for engrossment; and c) provide ongoing support in respect of mobilisation queries. 7. Support CRC contract exit and mobilisation/transition to the new model. These requirements will contribute to the delivery of the objectives of the Probation System by: <ol style="list-style-type: none"> a) helping to avoid/minimise procurement challenges; b) ensuring assets and staff are effectively transferred to HMPPS/new providers and issues are addressed; and c) ensuring that effective and manageable contracts are drafted which will in turn achieve the aims of the probation system and discharge the Ministry of Justice's statutory function. <p><i>Original Statement of Requirements for Contract Ref CCLL 18A26 attached.</i></p> <p>[REDACTED]</p>
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	<p><u>PQIP and CJL Contracts</u></p> <ol style="list-style-type: none"> 1. Re-procurement of the CJL contracts to deliver PQiP training & design and delivery of future PQiP training in England and Wales, including: <ol style="list-style-type: none"> a) market engagement; b) preparation of procurement documentation and advice/assurance on procurement law risks (OJEU notice, selection questionnaire, invitation to tender, contractual drafting and associated documentation (e.g. form of tender, escrow agreement etc, procurement process agreement)); c) clarification question support; d) evaluation support; e) contractual drafting and advice during tender clarification/dialogue; f) advice/assurance on award and preparation of final documents; g) mobilisation/transition advice and support from incumbents to the new providers. <p>In respect of both projects and in addition to commercial and procurement legal support, the following additional support shall be provided as required:</p> <ol style="list-style-type: none"> 1. Corporate law advice; 2. Pensions advice and drafting; 3. Intellectual Property advice; 4. Advise on employment law issues and prepare drafting, including advising on any TUPE implications; 5. Post-completion knowledge transfer and ad-hoc Contract management advice; 6. Advise, in conjunction with internal GLD lawyers as appropriate, on the applicable legal and regulatory provisions and risks including public law in general, IT, public procurement law, State aid issues and intellectual property issues. 7. Advise, where requested and in conjunction with internal GLD lawyers, on the strategy considering any opportunities or risks and the Contract documents (including drafting or amending such documents). 8. Provide additional legal resources, if required, to support the current Contracts and transition and any other legal issues arising. The services required might include: contractual interpretation, on-going training, contract redrafting and contract negotiations. 9. Provide, if required, such incidental legal services as are necessary to support the Authority's project on the Authority's instruction. There may be a requirement for strategic advice around potential new models for service delivery and re-procurement, as well as transition. <p>These requirements will contribute to the delivery of the objectives of the Probation System by:</p> <ol style="list-style-type: none"> a) helping to avoid/minimise procurement challenges; b) ensuring assets and staff are effectively transferred to HMPPS/new providers and issues are addressed; and
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	c) ensuring that effective and manageable contracts are drafted which will in turn achieve the aims of the probation system and discharge the Ministry of Justice's statutory function.
1.2	Management and review of the Services In accordance with the Terms and Conditions or on a more frequent basis as requested by the Customer. For each work stream, the Supplier and the Customer shall use reasonable endeavours to agree reasonable and appropriate contract milestones; KPIs; performance measures, and any additional monitoring arrangements.
1.3	Place of performance The Supplier shall provide a working arrangement/location that best meets the Customer's objectives and aims of the Programme and offers the most cost-effective solution. The Customer's teams undertaking the Programme are usually based primarily at 102 Petty France, London SW1H 9AJ. If the Customer requests meetings at the Supplier's offices it shall be in London and attendance meetings at the Customer's and Government Legal Department's offices shall be as required by the Customer. It is expected that virtual meetings will be necessary for the foreseeable future. The Customer will advise if there are changes in requirements.

2. CHARGES

2.1a	<p>The total value of this contract shall not exceed £4,500,000 (four million and five hundred thousand pounds).</p> <p>For the purposes of the additional discount on annual spend over £500,000 then this shall be calculated based on a year running from 26 August each year (being the contract year). The threshold is not pro rated for any part year.</p> <p>Hourly, Daily and Monthly Rates (applicable)</p>
2.1b	<ul style="list-style-type: none"> Where any Supplier Personnel have completed eight (8) hours of work on any given day, the daily rate as set out in 2.1a above shall apply irrespective of how many further hours of work are completed on that day. Where any Supplier Personnel have completed twenty (20) days of work in any given Month, the monthly rate as set out in the Panel Agreement will apply irrespective of how many further hours of work are completed in that Month.
2.2	Estimate of Charges Not used
2.3	Fixed Price Not used

2.4	Capped Price Not used
2.5	Other Costs Reimbursable Expenses - Not payable Disbursements Disbursements shall only be payable where the Customer has authorised that the Disbursements may be incurred in advance. Additional training – N/A Secondment Charge – N/A

3. MISCELLANEOUS

3.1	CUSTOMER REPRESENTATIVE [REDACTED] GOVERNMENT LEGAL DEPARTMENT 102 PETTY FRANCE LONDON SW1H 9AJ [REDACTED]
3.2	SUPPLIER REPRESENTATIVE [REDACTED] PARTNER PINSENT MASONS 30 CROWN PLACE LONDON EC2A 4ES [REDACTED]

3.3	<p>KEY PERSONNEL (PINSENTS TO ADVISE)</p> <p>PARTNERS [REDACTED] [REDACTED]</p> <p>SENIOR SOLICITORS [REDACTED]</p> <p>JUNIOR SOLICITORS</p> <p>TRAINEE/PARALEGAL</p>
3.4	<p>NOTICES [REDACTED]</p> <p>MINISTRY OF JUSTICE 102 PETTY FRANCE LONDON SW1H 9AJ [REDACTED]</p> <p>[REDACTED] PINSENT MASONS 30 CROWN PLACE LONDON EC2A 4ES [REDACTED]</p>

3.5	<p>CUSTOMER BILLING PROCESS</p> <p>A DRAFT INVOICE SHOULD BE SENT BY EMAIL TO [REDACTED] AND [REDACTED]– PANEL SERVICES MANAGER [REDACTED]</p> <p>ONCE [REDACTED] HAS APPROVED THE DRAFT, THE FINALISED INVOICE SHOULD BE SUBMITTED TO SHARED SERVICES IN BOTH HARD AND ELECTRONIC COPY AT THE ADDRESS BELOW WITH A COPY SENT TO [REDACTED]</p> <p>SSCL MINISTRY OF JUSTICE PO BOX 743 NEW PORT GWENT NP10 8FZ</p> <p>[REDACTED]</p>
3.6	<p>SUPPLIER BANK DETAILS</p> <p>AS PER INVOICES SUBMITTED</p>
3.7	<p>CUSTOMER'S PURCHASE ORDER NUMBER</p> <p>TBC</p>
3.8	<p>APPROVED SUB-CONTRACTORS</p> <p>N/A</p>
3.9	<p>BCDR</p> <p>NO ADDITIONAL PROVISIONS</p>
3.10	<p>Exit Management:</p> <p>In Schedule 2 (Exit Management)</p>
3.11	<p>Transparency Reports</p> <p>In Schedule 4 (Transparency Reports) and to be agreed between the Parties.</p>
3.12	<p>Call Off Guarantee (Clause 10 of the Legal Service Contract):</p> <p>Not required</p>

4. VARIATIONS TO THE TERMS AND CONDITIONS

4.1	Liability cap <i>There is no cap on liability.</i>
4.2	Conflicts of Interest In the event of a conflict which cannot be managed, the Supplier shall prioritise the Customer over any other client of the Customer so that a conflict would not give the Supplier a right to terminate this appointment with the Customer.
4.3	Confidentiality <i>In Contract Clause 9.2 (Confidentiality)</i>
4.5	Intellectual Property Rights <i>In Contract Clause 8 (Intellectual Property Rights)</i>
4.6	

UNCLASSIFIED

Part 2 – Terms and Conditions

[REDACTED]