

**PANEL AGREEMENT SCHEDULE 4**  
**ORDER FORM AND TERMS AND CONDITIONS**

**ORDER FORM SECTION A**

- (i) This Order Form dated 3 April 2018 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.

<b>1.1</b>	<b>Customer's reference number:</b> not applicable
<b>1.2</b>	<b>Department for Work and Pensions, Commercial Directorate</b> <b>("CUSTOMER")</b>
<b>1.3</b>	<b>Womble Bond Dickinson (UK) LLP</b> <b>4 More London Riverside, London, SE1 2AU</b> <b>Registered Company Number: 10796424</b> <b>("SUPPLIER")</b>

1.4	<b>Commencement Date:</b> 3 April 2018
1.5	<b>Term</b> Expiry Date: 2 July 2018
1.6	<b>Signed for and on behalf of the Customer by an authorised representative:</b>
	<b>Name and Title</b>  COMMERCIAL MANAGER
	<b>Signature</b> 
	<b>Date</b> 24/4/2018.
1.7	<b>Signed for and on behalf of the Supplier by an authorised representative:</b>
	<b>Name and Title</b>  PARTNER
	<b>Signature</b> 
	<b>Date</b> 20/4/2018

**ORDER FORM SECTION B**

**1. PANEL SERVICES**

<p><b>1.1</b></p>	<p><b>Panel Services:</b></p> <p>The service requirements are as follows:</p> <p>DWP must decide which route is to be used for developing its new IT system for use in the next round of contracts in relation to Personal Independence Payments. This will be an intensive project with pressing timescales with deliverables required by 19 April 2018. DWP need assistance in relation to:</p> <ol style="list-style-type: none"><li>1. Any follow up queries in respect of a Side Deed with IAS (Atos) confirming DWP ownership of IPR in the IT system developed/used by IAS in delivering PIP under Lots 1 and 3 to include provisions re physical transfer of codes, warranties/indemnities and due diligence.</li><li>2. Side Deed with Capita which provides DWP with a unilateral option to apply the following agreement (which is to be presented 'without prejudice' to the IPR position in the event the option is not in fact exercised by DWP): confirming DWP ownership of IPR in the IT system developed/used by Capita in delivering PIP under Lot 2. Needs to include provisions re physical transfer of codes, warranties/indemnities and due diligence; and engagement of Capita IT staff to assist DWP in developing its own PIP IT System for the period June 2018 to March 2019 [REDACTED]</li></ol> <p>Legal risk advice in relation to the above will also be required as well as the legal drafting. There are some complex issues at play including IT, IPR and due diligence which will also require advice.</p> <p><b>Skills, Experience and Formal Qualification</b></p> <p>The supplier must provide UK qualified lawyers with significant experience in the following areas:</p> <ul style="list-style-type: none"><li>• Excellent knowledge of Government policies, existing and future;</li><li>• Expertise in commercial, IP and IT law</li></ul>
<p><b>1.2</b></p>	<p><b>Management and review of the Services</b></p> <p>The contract will be managed by Government Legal Department Commercial Law Group in accordance with their standard contract management model. All work commissioned must be submitted to the senior lawyer for review and approval. Instructions to the supplier will be submitted by the senior lawyer and agreed with the supplier. All invoices from the supplier will be scrutinised by the senior lawyer. The contract will be formally reviewed at 3 monthly intervals by the senior lawyer and Commercial Law Deputy Director and performance of the supplier will be managed in accordance with GLAS performance management guidelines.</p>

<b>1.3</b>	<b>Place of performance</b> Principally at the Supplier's offices. The Supplier shall attend meetings at the Customer's office, Supplier's offices or such other venues as may be notified by the Customer to the Supplier.
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**2. CHARGES**

<b>2.1a</b>	<p><b>Hourly rates will be used (as shown in table below)</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><i>Seniority</i></th> <th style="text-align: center;"><i>Hourly rate</i></th> <th style="text-align: center;"><i>Daily rate</i></th> <th style="text-align: center;"><i>Monthly rate</i></th> </tr> </thead> <tbody> <tr> <td>Partner</td> <td style="text-align: center;">████████</td> <td style="text-align: center;">████████</td> <td style="text-align: center;">████████</td> </tr> <tr> <td>Senior Solicitor</td> <td style="text-align: center;">████████</td> <td style="text-align: center;">████████</td> <td style="text-align: center;">████████</td> </tr> <tr> <td>Solicitor</td> <td style="text-align: center;">████████</td> <td style="text-align: center;">████████</td> <td style="text-align: center;">████████</td> </tr> </tbody> </table> <p><b>Supplier will provide weekly WIP report to customer.</b></p>	<i>Seniority</i>	<i>Hourly rate</i>	<i>Daily rate</i>	<i>Monthly rate</i>	Partner	████████	████████	████████	Senior Solicitor	████████	████████	████████	Solicitor	████████	████████	████████
<i>Seniority</i>	<i>Hourly rate</i>	<i>Daily rate</i>	<i>Monthly rate</i>														
Partner	████████	████████	████████														
Senior Solicitor	████████	████████	████████														
Solicitor	████████	████████	████████														
<b>2.1b</b>	<p>Where any Supplier Personnel have completed eight (8) hours of work on any given day, the daily rate will apply irrespective of how many further hours of work are completed on that day.</p> <p>Where any Supplier Personnel have completed twenty (20) days of work in any given Month, the monthly rate will apply irrespective of how many further hours of work are completed in that Month.</p>																
<b>2.2</b>	<b>Estimate of Charges not used</b>																
<b>2.3</b>	<b>Fixed Price not used.</b>																
<b>2.4</b>	<p><b>Capped Price used</b></p> <p>Capped at £████████ (exc. VAT)</p>																
<b>2.5</b>	<p><b>Other Costs</b></p> <p><b>Reimbursable Expenses</b></p> <p><b>Not payable</b></p> <p><b>Disbursements</b></p> <p><b>Payable</b></p> <p>Disbursements shall only be payable where the Customer has authorised that the Disbursements may be incurred in advance.</p>																

### 3. MISCELLANEOUS

3.1	<b>CUSTOMER REPRESENTATIVE</b> [REDACTED] Senior Lawyer, CLGp Team G - DWP Commercial Law Group, Government Legal Department Caxton House, Tothill Street, London, SW1H 9NA Tel: [REDACTED] Mobile: [REDACTED] [REDACTED]
3.2	<b>SUPPLIER REPRESENTATIVE</b> [REDACTED] Womble Bond Dickinson (UK) LLP 4 More London Riverside London SE1 2AU [REDACTED]
3.3	<b>KEY PERSONNEL</b> <ul style="list-style-type: none"><li>• [REDACTED]</li><li>• [REDACTED]</li></ul>
3.4	<b>NOTICES</b>  <b>CUSTOMER</b> [REDACTED] Senior Lawyer, CLGp Team G - DWP Commercial Law Group, Government Legal Department Caxton House, Tothill Street, London, SW1H 9NA Tel: [REDACTED] 0207 449 5038 Mobile: [REDACTED] 7787 151600 [REDACTED] shannon.kett@dwp.gov.uk  <b>SUPPLIER</b> [REDACTED] Womble Bond Dickinson (UK) LLP 4 More London Riverside London SE1 2AU

3.5	<b>CUSTOMER BILLING ADDRESS</b> ██████████ Business Manager Department for Work and Pensions Ground Floor Caxton House Tothill Street London SW1H 9NA Tel: ██████████ Email: ██████████
3.6	<b>SUPPLIER BANK DETAILS</b> Account Name: Venable Bond Dickinson (UK) LLP Office Account Sort code: ██████████ Account No: ██████████ Swift code: ██████████ ██████████ GB45 1020 3093 7100 9366 72
3.7	<b>CUSTOMER'S PURCHASE ORDER NUMBER</b> REQUIRED
3.8	<b>APPROVED SUB-CONTRACTORS</b> None
3.9	<b>Business Continuity and Disaster Recovery BCDR</b> Supplier's BCDR Plan as submitted in GLAS Tender
3.10	<b>Exit Management:</b> In Contract Schedule 2 (Exit Management)
3.11	<b>Transparency Reports</b> In Contract Schedule 4 (Transparency Reports)
3.12	<b>Call Off Guarantee (Clause 10 of the Legal Service Contract):</b> Not required

#### 4. VARIATIONS TO THE TERMS AND CONDITIONS

4.1	<b>Liability cap</b> Not applicable
4.2	<b>Conflicts of Interest</b> None currently arise

<b>4.3</b>	<b>Confidentiality</b> not applicable
<b>4.5</b>	<b>Intellectual Property Rights</b> not applicable
<b>4.6</b>	not applicable

**ORDER FORM SECTION C**

Not applicable