

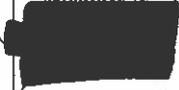
**PANEL AGREEMENT SCHEDULE 4**  
**ORDER FORM AND TERMS AND CONDITIONS**

**ORDER FORM**

**SECTION A**

- (i) This Order Form dated 24 May 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>	Customer's reference number: Not Used
<b>1.2</b>	<b>CUSTOMER</b> Secretary of State for Work and Pensions
<b>1.3</b>	<b>SUPPLIER</b> PricewaterhouseCoopers LLP
<b>1.4</b>	<b>Commencement Date:</b> 24 May 2018
<b>1.5</b>	<b>Expiry Date</b> 31 August 2018

<b>1.6</b>	<b>Signed for and on behalf of the Customer by an authorised representative:</b>
	Name and Title 
	Signature 
	Date 08/06/18
<b>1.7</b>	<b>Signed for and on behalf of the Supplier by an authorised representative:</b>
	Name and Title 
	Signature 
	Date 06/06/2018

**ORDER FORM SECTION B**

**1. PANEL SERVICES**

<p><b>1.1</b></p>	<p><b>Panel Services:</b></p> <p>The external legal services are required to support DWP's Reducing Parental Conflict Programme in accordance with:</p> <ul style="list-style-type: none"><li>(i) the Terms of Reference for the Provision of External Commercial Legal Services Support for DWP's Reducing Parental Conflict Programme dated May 2018;</li><li>(ii) the associated Business Case; and</li><li>(iii) the Department For Work and Pensions Reducing Parental Conflict Programme (RPC) Scope of Work and Capped Fee Estimate from the Supplier.</li></ul> <p>The external legal services are likely to focus primarily on the preparation of the Invitation to Tender, including the terms and conditions of the contract. The external legal services will include the review of the documents listed below, attendance at meetings and on calls to discuss Customer's comments, obtain instructions and assist in finalising the documentation.</p> <ol style="list-style-type: none"><li>1. Final DWP internal draft of the Specification</li><li>2. Selection questionnaire and scoring methodology for shortlisting</li><li>3. Commercial dialogue strategy, invitation to attend commercial dialogue, scope/extent of requirements that will be open to dialogue and award criteria applied to dialogue</li><li>4. Additional assurance process for verifying written bids</li><li>5. Terms and conditions of contract (including schedules)</li><li>6. Contract notice</li></ol> <p>The Supplier will also provide legal advice support on application of Public Services (Social Value) Act 2012 and additional legal advice on an ad-hoc basis in relation to the preparation of the procurement exercise and proposed contractual arrangements</p> <p>It is important that the Supplier has a sound understanding of the way in which central government departments procure services. The Supplier will be expected to provide a wide range of contract and commercial legal services including but not limited to:</p> <ul style="list-style-type: none"><li>• <b>Public Procurement Law:</b> All aspects of public procurement law including the application of the Public Contracts Regulations 2015 and EU public procurement law (insofar as it will be applicable).</li><li>• <b>Contract Law:</b> All aspects of contract law relating to the preparation of the terms and conditions of the contract for delivering the Face-to-Face Provision.</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 the Government Legal Department Commercial Law Group. Performance will be managed in accordance with the General Legal Services Panel management guidelines.</p> <p>All work commissioned shall be submitted to [REDACTED] (GLD Lawyer), Commercial Law Group, for review. Instructions shall be submitted under the supervision of [REDACTED] and agreed with the Supplier. All invoices will be scrutinised by Paula Ryan.</p>

	<p>The Supplier is referred to clause 3 of this Legal Services Contract regarding delivery and management of the panel services.</p> <p>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>	<p><b>Place of performance</b></p> <p>Principally to be performed at the Supplier's offices in London and Leeds and elsewhere as the Customer requires.</p>

**2. CHARGES**

2.1a	<p><b>Supplier rates will be used (as shown in table below)</b></p> <table border="1" data-bbox="236 618 938 831"> <thead> <tr> <th data-bbox="236 618 475 651">PwC GLAS rates</th> <th data-bbox="475 618 651 651">Hourly</th> <th data-bbox="651 618 826 651">Daily</th> <th data-bbox="826 618 938 651">Monthly</th> </tr> </thead> <tbody> <tr> <td data-bbox="236 651 475 685">Partner</td> <td data-bbox="475 651 651 685">[REDACTED]</td> <td data-bbox="651 651 826 685">[REDACTED]</td> <td data-bbox="826 651 938 685">[REDACTED]</td> </tr> <tr> <td data-bbox="236 685 475 719">Senior Solicitor</td> <td data-bbox="475 685 651 719">[REDACTED]</td> <td data-bbox="651 685 826 719">[REDACTED]</td> <td data-bbox="826 685 938 719">[REDACTED]</td> </tr> <tr> <td data-bbox="236 719 475 752">Solicitor</td> <td data-bbox="475 719 651 752">[REDACTED]</td> <td data-bbox="651 719 826 752">[REDACTED]</td> <td data-bbox="826 719 938 752">[REDACTED]</td> </tr> <tr> <td data-bbox="236 752 475 786">Junior Solicitor</td> <td data-bbox="475 752 651 786">[REDACTED]</td> <td data-bbox="651 752 826 786">[REDACTED]</td> <td data-bbox="826 752 938 786">[REDACTED]</td> </tr> <tr> <td data-bbox="236 786 475 831">Trainee/Paralegal</td> <td data-bbox="475 786 651 831">[REDACTED]</td> <td data-bbox="651 786 826 831">[REDACTED]</td> <td data-bbox="826 786 938 831">[REDACTED]</td> </tr> </tbody> </table>	PwC GLAS rates	Hourly	Daily	Monthly	Partner	[REDACTED]	[REDACTED]	[REDACTED]	Senior Solicitor	[REDACTED]	[REDACTED]	[REDACTED]	Solicitor	[REDACTED]	[REDACTED]	[REDACTED]	Junior Solicitor	[REDACTED]	[REDACTED]	[REDACTED]	Trainee/Paralegal	[REDACTED]	[REDACTED]	[REDACTED]
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Junior Solicitor	[REDACTED]	[REDACTED]	[REDACTED]																						
Trainee/Paralegal	[REDACTED]	[REDACTED]	[REDACTED]																						
2.1b	<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>																								
2.2	<p><b>Estimate of Charges not used</b></p>																								
2.3	<p><b>Fixed Price not used</b></p>																								
2.4	<p><b>Capped Price used</b></p> <p>The Customer requires a total capped price for all Services of [REDACTED] exclusive of VAT. This total capped price will be calculated by reference to a single capped price, with all rates charged up to the level of the cap.</p> <p>The Supplier will provide work in progress (WIP) reports to the Customer so that spend can be tracked throughout the course of the Contract on a weekly basis or at such other frequency as the parties agree is appropriate.</p>																								
2.5	<p><b>Other Costs</b></p> <p>DWP will not pay any expenses.</p> <p>Disbursements shall only be payable where the Customer has authorised that the Disbursements may be incurred in advance and where they are within the total capped price.</p>																								

3. MISCELLANEOUS

3.1	<b>CUSTOMER REPRESENTATIVE</b> [REDACTED] Lawyer Government Legal Department 4C06 Quarry House, Quarry Hill Leeds, LS2 7UA [REDACTED]
3.2	<b>SUPPLIER REPRESENTATIVE</b> [REDACTED] PricewaterhouseCoopers LLP 1 Embankment Place London WC2N 6RH [REDACTED]
3.3	<b>KEY PERSONNEL</b> [REDACTED] [REDACTED] [REDACTED] [REDACTED]
3.4	<b>Notices</b> <b>CUSTOMER</b> [REDACTED] Government Legal Department 4C06 Quarry House, Quarry Hill Leeds, LS2 7UA [REDACTED] <b>SUPPLIER</b> [REDACTED] PricewaterhouseCoopers LLP 1 Embankment Place London WC2N 6RH

	[REDACTED]
<b>3.5</b>	<b>Customer billing address and contact</b> [REDACTED] Business Manager Department for Work and Pensions Ground Floor Caxton House Tothill Street London SW1H 9NA Tel: [REDACTED] Email: [REDACTED]
<b>3.6</b>	<b>SUPPLIER BANK DETAILS</b> A/c name: [REDACTED] Sort Code: [REDACTED] [REDACTED]
<b>3.7</b>	<b>CUSTOMER'S PURCHASE ORDER NUMBER</b> To be supplied by Customer
<b>3.8</b>	<b>APPROVED SUB-CONTRACTORS</b> None
<b>3.9</b>	<b>BCDR</b> No additional requirements to the Panel Agreement Services
<b>3.10</b>	<b>Exit Management:</b> In Schedule 2 (Exit Management)
<b>3.11</b>	<b>Transparency Reports</b> As in Contract Schedule 4 (Transparency Reports) but not applicable due to the length of the contract
<b>3.12</b>	<b>Call Off Guarantee (Clause 10 of the Legal Service Contract):</b> Not required

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

<b>4.1</b>	<b>Liability cap</b> £5 million
<b>4.2</b>	<b>Conflicts of Interest</b> The Supplier confirms that it has run all relevant conflicts of interest checks and there are no conflicts of interest.
<b>4.3</b>	<b>Confidentiality</b> No additional measures to those set out in the Legal Services Contract and Order Form shall apply.
<b>4.5</b>	<b>Intellectual Property Rights</b> As set out in Clause 8 of this Legal Services Contract and Order Form.
<b>4.6</b>	No further variations to this Legal Services Contract and Order Form are required.

**ORDER FORM SECTION C**

NOT USED