

PANEL AGREEMENT SCHEDULE 4
ORDER FORM AND TERMS AND CONDITIONS

ORDER FORM

SECTION A

- (i) This Order Form dated **9 April 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	FCDO Ref PO 10064
1.2	Foreign, Commonwealth & Development Office, Abercrombie House, Eaglesham Road, East Kilbride, Glasgow, G75 8EA ("CUSTOMER")
1.3	Dentons UK and Middle East LLP 1 Fleet Pl, Farringdon, London EC4M 7WS ("SUPPLIER")

1.4	Commencement Date: 9 April 2021
1.5	Term: On Completion of the Services
1.6	Signed for and on behalf of the Customer by an authorised representative:
	<i>REDACTED</i>
	<i>Signature</i>
	<i>Date</i>
1.7	Signed for and on behalf of the Supplier by an authorised representative:
	<i>REDACTED</i>
	Signature
	Date

SECTION B

1. PANEL SERVICES

1.1	<p>Panel Services:</p> <p>The Supplier shall provide such advice, support and drafting as the Customer may require in relation to the Mobilist Competition including but not limited to in connection with the following subject/practice areas:</p> <ul style="list-style-type: none"> • Capital markets/funds advice: The Customer will require advice on the listed fund or other investment structures proposed by competition participants, at RFP stage and then in structuring FCDO's capital investment in the structure proposed by the competition winner(s). • Procurement advice: While the project will not be a regulated procurement subject to PCR2015, the Customer will need to ensure that the competition documents are clear, that it follows its described process and the process does not infringe any applicable legal provisions / give rise to risk of legal challenge. • Subsidies control advice: The Customer will require advice on whether any State resources provided by way of investment or remuneration are compatible with UK subsidy law as it develops in 2021 and also the international obligations of the UK under trade agreements including in particular the Trade & Cooperation Agreement and the provisions of the Protocol to the Withdrawal Agreement between the UK and the EU relating to Northern Ireland. This advice may be required at various phases as proposals evolve and this may involve dealing with successful (or indeed unsuccessful) bidders. • Non-departmental Public Bodies advice: The Customer will require advice to ensure that the structure implemented by the winner(s) does not constitute a non-departmental public body. • ODA-eligibility advice in reference to OECD-DAC criteria: The Customer will require advice to ensure that the FCDO investment can be classed as ODA. • Conflicts of interest: To provide the Customer with ongoing support in managing and preventing conflicts of interest. • Diligence on preferred applicants. The Customer will require support in conducting legal due diligence on up to five preferred applicants and their proposals identified at the RFP stage.
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	<p>Infrastructure advice: The Customer may require advice in relation to the legal aspects of infrastructure development and finance related matters, relative to the underlying strategy of the competition participants/winner(s).</p> <p>The Parties agree that the initial Panel Service required of the Supplier (in accordance with Clause 3) is to provide to the Customer for approval an outline plan (including fee estimates) of the proposed scope of legal services that the Project will require in light of the Terms of Reference document at Section C.</p>
1.2	<p>Management and review of the Services</p> <p>The Supplier shall:</p> <ul style="list-style-type: none"> • confirm to the Customer that any review required has, in each case, been completed; • report to the Customer on the outcome of the review (including documenting the same in such form as the Customer may reasonably require); and • make and apply such adjustments to the plans for the delivery of the Ordered Panel Services as the Customer may direct.
1.3	<p>Place of performance</p> <p>The Services will be provided by personnel based in the Supplier's UK Offices and/or any other office as may be notified to the Customer from time to time.</p>

2. CHARGES

2.1a	<p>Hourly Rates AND/OR</p> <p>Daily Rates AND/OR</p> <p>Monthly Rates</p> <p>REDACTED</p>
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	<p>The principal members of the Supplier's team and their title (which determines their rate in accordance with the table above) are as follows:</p> <p>REDACTED.</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 will 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 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	<p>Other Costs</p> <p>Reimbursable Expenses</p> <p>REDACTED</p> <p>Disbursements</p> <p>REDACTED</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	<p>CUSTOMER REPRESENTATIVE</p> <p>REDACTED</p>	
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3.2	SUPPLIER REPRESENTATIVE REDACTED	
3.3	KEY PERSONNEL REDACTED	
3.4	NOTICES Customer: Foreign, Commonwealth & Development Office, Abercrombie House, Eaglesham Road, East Kilbride, Glasgow, G75 8EA REDACTED Supplier: REDACTED	
3.5	CUSTOMER BILLING ADDRESS Invoices should be submitted electronically to the Accounts Payable Section, FCDO Financial Management Group e- invoicing@FCDO.gov.uk and to the Programme Manager, REDACTED	
3.6	SUPPLIER BANK DETAILS REDACTED	
3.7	CUSTOMER'S PURCHASE ORDER NUMBER PO 10064	
3.8	APPROVED SUB-CONTRACTORS N/A	
3.9	N/A	
3.10	Exit Management: In Schedule 2 (Exit Management)	
3.11	Transparency Reports	

	REDACTED	
3.12	Call Off Guarantee (Clause 10 of the Legal Service Contract): REDACTED	

4. VARIATIONS TO THE TERMS AND CONDITIONS

4.1	Liability cap – See Clause 7	
4.2	Conflicts of Interest REDACTED	
4.3	Confidentiality REDACTED	
4.5	Intellectual Property Rights REDACTED	
4.6	N/A	

SECTION C - FCDO's Terms of Reference for the Panel Services

Terms of Reference

1. Objective

To ensure that the interests of HMG (and its assignees) are well represented in delivery of the Mobilist Competition and in the legal documents and work in close liaison with the Mobilist Project team (and other advisors).

2. Information on Mobilist Competition

Call for Expression of Interest – see Annex A

3. Scope of Work

The Supplier shall provide such advice, support and drafting as the Customer may require in relation to the Mobilist Competition including but not limited to in connection with the following subject/practice areas:

- **Capital markets/funds advice:** The Customer will require advice on the listed fund or other investment structures proposed by competition participants, at RFP stage and then in structuring FCDO's capital investment in the structure proposed by the competition winner(s).
- **Procurement advice:** While the project will not be a regulated procurement subject to PCR2015, the Customer will need to ensure that the competition documents are clear, that it follows its described process and the process does not infringe any applicable legal provisions / give rise to risk of legal challenge.
- **Subsidies control advice:** The Customer will require advice on whether any State resources provided by way of investment or remuneration are compatible with UK subsidy law as it develops in 2021 and also the international obligations of the UK under trade agreements including in particular the Trade & Cooperation Agreement and the provisions of the Protocol to the Withdrawal Agreement between the UK and the EU relating to Northern Ireland. This advice may be required at various phases as proposals evolve and this may involve dealing with successful (or indeed unsuccessful) bidders.
- **Non-departmental Public Bodies advice:** The Customer will require advice to ensure that the structure implemented by the winner(s) does not constitute a non-departmental public body.
- **ODA-eligibility advice in reference to OECD-DAC criteria:** The Customer will require advice to ensure that the FCDO investment can be classed as ODA.

- **Infrastructure advice:** The Customer may require advice in relation to the legal aspects of infrastructure development and finance related matters, relative to the underlying strategy of the competition participants/winner(s).
- **Conflicts of interest:** To provide the Customer with ongoing support in managing and preventing conflicts of interest.
- **Diligence on preferred applicants.** The Customer will require support in conducting legal due diligence on up to five preferred applicants and their proposals identified at the RFP stage.

The more detailed scope of work will include advice on legal aspects of the Competition in all its Phases. The anticipated Phases from a legal perspective and the work expected to be required at each particular Phase are set out below. The scope of work for each particular Phase is supplemented by a statement of the general support that shall be available during all Phases (**General Support Requirements**).

Phase 1: Assistance with the review of the returned EOIs

Indicative timing: April 2021

Ad hoc scrutiny, guidance and advice on competition format, process and execution with the objective of assisting in identifying initial viability of suitable investment vehicles in which the Customer may invest. It is anticipated that the legal role at this stage shall be light touch with the sifting process being managed by PWC as competition managers. This includes our work (already completed) reviewing the EOI document prepared by FCDO in the context of the Business Case.

REDACTED

Phase 2: Assistance with the RFP/design phase and choosing a winner/winners

Indicative timing: 5 April – 14 June 2021

- Liaising with FCDO and PWC to establish respective roles in the review of the returned RFPs and proposed investment structure designs;
- Scrutiny, guidance and advice on competition format, process and execution with the objective of assisting in identifying a suitable investment vehicle(s) in which the Customer may invest, in accordance with the roles agreed with FCDO and PWC;
- Assisting with legal due diligence on the preferred applicants and their proposals (up to a maximum of five); and

- Review and drafting of the contribution agreement of the UK government or other related documents connected to the engagement of the successful Fund Manager(s).

REDACTED

Phase 3: Assistance with implementation of the chosen structure

Indicative timing: 14 June 2021 – December 2021

Monitoring as appropriate the actions of the winner/winners(s) to ensure that the chosen structure is being implemented in accordance with the terms of any successful RFP. In light of the fact that FCDO wish to be at arms' length from the chosen structure, with no obligation to participate, a fairly light touch approach to this Phase is anticipated in terms of legal input. The focus will be ensuring the terms of engagement with the chosen Fund Manager(s) identified at Phase 2 are robust and protecting the interests of FCDO as a cornerstone investor (Phase 4). That said, the Supplier may, for example, review pathfinder and marketing materials on behalf of FCDO in a cornerstone investor capacity.

REDACTED

Phase 4: Assistance with execution of FCDO's investment

Indicative timing: 14 June 2021 – December 2021

- Advice on choice of jurisdiction and vehicle type for the FCDO investment.
- Advice on the tax treatment and efficiency of the FCDO investment.
- Advice on customary terms and protections for a cornerstone investor.
- Advice on the terms, negotiation and drafting of the investment documents including (where necessary) placement documents, subscription agreements, investment management agreement and other related documents (including where necessary for an investment in an interim vehicle acting as a precursor to the listed opportunity); and
- Execution of final investment documentation.

REDACTED

General Support Requirements

- Anticipating complex specialist legal issues as the Competition evolves in all its Phases;

- Legal structuring of the transactions so as to be tax-efficient and compliant to regulations;
- Advice and support on any legal approvals or registrations required by the UK government or its assignees;
- Ensuring that FCDO/ HMG complies with relevant legislation and regulations in the relevant jurisdictions, including related to procurement, Subsidy Grants, tax, probity and transparency, but not limited to these;
- Presentations/ notes to FCDO /wider stakeholders as required on reasonable notice and at reasonable intervals; and
- Communicating progress and summarising issues/ recommendations at agreed intervals or frequencies and in an agreed format.

The above list is indicative and not exhaustive, and the Supplier will need to carry out relevant and timely activities to achieve the objective. The Supplier will be expected to liaise closely with the management of MOBILIST, Competition Manager (PWC) FCDO's internal legal advisers and potential Fund Manager(s).

To the extent that the General Support Requirements are incorporated within the Phases identified in this Order Form they have been factored into the anticipated budget for each Phase. **REDACTED**.

Indicative Budget: In order to assist with budget projections **REDACTED** has been allocated to potential General Support Requirements.

As no court or tribunal representation is anticipated in connection with the project no budget has been allocated to such role. Any litigation role and budget shall be discussed between the Customer and the Supplier as and when required.

The budgeted figures quoted in this Order Form are exclusive of any applicable VAT or other disbursements. The Customer shall invoice for its services **REDACTED**.

4. Outputs

Outputs will be in the form of written advice (and sometimes verbal advice subsequently confirmed in writing) in response to queries from FCDO, or proactively put forward by the Supplier and/or suggested track changes to documents (or updated versions of such documents).

5. Reporting

The firm will report to the SRO for the programme on the technical aspects of this engagement and the Departmental Contractual Officer (DPO) for contractual matters.

Part 2 –Terms and *Conditions*
CONTENTS REDACTED