

PANEL AGREEMENT SCHEDULE 4
ORDER FORM AND TERMS AND CONDITIONS

ORDER FORM

SECTION A

- (i) This Order Form dated 12 October 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.

1.1	Customer's reference number: Not Used
1.2	"CUSTOMER" Secretary of State for Work and Pensions
1.3	"SUPPLIER" DAC Beachcroft LLP

1.4	Commencement Date: 15 October 2018
1.5	Term On completion of legal work
1.6	Signed for and on behalf of the Customer by an authorised representative:
	Name and Title  <i>Commercial Manager Professional Services (Corporate Services) Commercial Management DWP Finance Group</i>
	Signature 
	Date
1.7	Signed for and on behalf of the Supplier by an authorised representative: 
	Name and Title  <i>Partner – Intellectual Property DAC Beachcroft LLP</i>
	Signature
	Date

ORDER FORM SECTION B

1. PANEL SERVICES

<p>1.1</p>	<p>Panel Services:</p> <p>The DWP's Work and Health Programme (WHP) requires specialised IPR advice.</p> <p>Ingeus (UK) Limited (Ingeus) is one of the suppliers to the WHP. Ingeus has developed a job search tool which is embedded in the IngeusHub – the digital interface used by Ingeus to provide its services. In addition, the University of Edinburgh (UoE) has developed an algorithm and job search data sets (the Edinburgh Occupational Transition Matrix) which underlie the job search tool.</p> <p>Ingeus wants to share pseudo-anonymised data with UoE to enable UoE to test the effectiveness of its algorithm and data sets. DWP are happy to agree to this data share, provided UoE licences the Edinburgh Occupational Transition Matrix to DWP in a perpetual, irrevocable royalty free licence under the Open Government Licence. UoE have agreed to grant such a licence.</p> <p>DAC Beachcroft are instructed to advise on and draft the necessary licence.</p>
<p>1.2</p>	<p>Management and review of the Services</p> <p>The Contract will be managed by the Government Legal Department (GLD), 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 Victoria Flemming, Senior Lawyer in GLD, for review. Instructions shall be submitted under the supervision of the GLD Senior Lawyer and agreed with the Supplier. All invoices will be scrutinised by the GLD Senior Lawyer.</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 GLD Senior Lawyer and Commercial Law Deputy Director and performance of the supplier will be managed in accordance with GLAS performance management guidelines.</p>
<p>1.3</p>	<p>Place of performance</p> <p>Principally to be performed at the Supplier's offices in Bristol and elsewhere as the Customer requires.</p>

2. CHARGES

<p>2.1a</p>	<p>Supplier hourly GLAS rates will be used (as shown in table below)</p> <table border="1" data-bbox="331 528 1273 779"> <thead> <tr> <th>DAC Beachcroft LLP</th> <th><i>Hourly</i></th> <th><i>Daily</i></th> <th><i>Monthly</i></th> </tr> </thead> <tbody> <tr> <td>Partner Rates</td> <td>228.16</td> <td>1,736.00</td> <td>22,200.00</td> </tr> <tr> <td>Senior Solicitor Rates</td> <td>184.00</td> <td>1,400.00</td> <td>17,900.00</td> </tr> <tr> <td>Solicitor Rates</td> <td>165.60</td> <td>1,280.00</td> <td>16,000.00</td> </tr> <tr> <td>Junior Solicitor Rates</td> <td>132.00</td> <td>1,050.00</td> <td>13,400.00</td> </tr> <tr> <td>Trainee/Paralegal Rates</td> <td>91.00</td> <td>728.00</td> <td>9,360.00</td> </tr> </tbody> </table>	DAC Beachcroft LLP	<i>Hourly</i>	<i>Daily</i>	<i>Monthly</i>	Partner Rates	228.16	1,736.00	22,200.00	Senior Solicitor Rates	184.00	1,400.00	17,900.00	Solicitor Rates	165.60	1,280.00	16,000.00	Junior Solicitor Rates	132.00	1,050.00	13,400.00	Trainee/Paralegal Rates	91.00	728.00	9,360.00
DAC Beachcroft LLP	<i>Hourly</i>	<i>Daily</i>	<i>Monthly</i>																						
Partner Rates	228.16	1,736.00	22,200.00																						
Senior Solicitor Rates	184.00	1,400.00	17,900.00																						
Solicitor Rates	165.60	1,280.00	16,000.00																						
Junior Solicitor Rates	132.00	1,050.00	13,400.00																						
Trainee/Paralegal Rates	91.00	728.00	9,360.00																						
<p>2.1b</p>	<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>																								
<p>2.2</p>	<p>Estimate of Charges not used</p>																								
<p>2.3</p>	<p>Fixed Price used</p> <p>The supplier has agreed a total fixed price of £1,500 (excluding VAT) for drafting and negotiating the agreement. See email from DAC Beachcroft, dated 21 September 2018, detailing fixed fee proposal. (attached at Section C below)</p>																								
<p>2.4</p>	<p>Capped Price not used</p>																								
<p>2.5</p>	<p>Other Costs</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 fixed price.</p>																								

3. MISCELLANEOUS

3.1	CUSTOMER REPRESENTATIVE [REDACTED] Senior Commercial Lawyer Government Legal Department Quarry House, Quarry Hill Leeds, LS2 7UA [REDACTED]
3.2	SUPPLIER REPRESENTATIVE [REDACTED] Partner – Intellectual Property DAC Beachcroft LLP Portwall Place, Portwall Lane, Bristol, BS1 6NA T: + [REDACTED] M: [REDACTED] E: [REDACTED]
3.3	KEY PERSONNEL Andrew Allan-Jones, Partner – Intellectual Property
3.4	Notices CUSTOMER [REDACTED] Senior Commercial Lawyer Government Legal Department 15005 Quarry House, Quarry Hill Leeds, LS2 7UA [REDACTED] SUPPLIER [REDACTED] DAC Beachcroft LLP Portwall Place, Portwall Lane, Bristol, BS1 6NA T: +44 (0)117 918 2251 M: +44(0)1787 600 2216 E: [REDACTED]
3.5	Customer billing address and contact [REDACTED] Business Manager Department for Work and Pensions Ground Floor Caxton House Tothill Street London SW1H 9NA

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]