

PANEL AGREEMENT SCHEDULE 4
ORDER FORM AND TERMS AND CONDITIONS

ORDER FORM

SECTION A

- (i) This Order Form dated 28 August 2019 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 DLA Piper
1.4	Commencement Date: 1 September 2019

1.5	<p>Term</p> <p>Expires on 1 September 2020</p>
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1.6	Signed for and on behalf of the Customer by an authorised representative:
	<p>Name and Title:</p> <p>REDACTED</p> <p>Commercial Practitioner</p> <p>Professional Services, DWP Commercial Directorate</p>
	<p>Signature:</p> <p>REDACTED</p>
	30/08/2019
1.7	Signed for and on behalf of the Supplier by an authorised representative:
	<p>Name and Title:</p> <p>REDACTED, Partner</p> <p>DLA Piper UK LLP</p>
	<p>Signature:</p> <p>REDACTED</p>
	<p>Date:</p> <p>30/08/2019</p>

SECTION B

1. PANEL SERVICES

1.1	<p>Panel Services:</p> <p>DWP is embarking on an ambitious change programme to transform the delivery of HR and Finance services known as the Re-imagine Programme and requires external legal support to work with GLD colleagues. The work will include:</p> <p><u>Procurement Strategy Advice</u></p> <p>Procurement advice and in particular consideration of</p> <ul style="list-style-type: none"> (i) contract length in the context of the proposed use of the DAS framework; and (ii) procurement sequencing and how specific SaaS providers limit the availability of implementation partners. <p><u>Procurement Support</u></p> <p>Contract drafting and negotiation with the SaaS vendors as part of the procurements.</p> <ul style="list-style-type: none"> • Consideration of DWP's contract with SSCL for the SOP platform in order to ensure there is a smooth transfer to the new SaaS vendors and any dependencies are captured in the call-off contracts; • Advice on data protection issues; • IPR advice; • Specialist advice on software licensing issues
1.2	<p>Management and review of the Services</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 Senior Lawyer), Commercial Law Group, for review. Instructions shall be submitted under the supervision of the Senior Lawyer and agreed with the Supplier. All invoices will be scrutinised by the Senior Lawyer. 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>
1.3	<p>Place of performance</p> <p>Principally to be performed at the Supplier's offices and elsewhere as the Customer requires.</p>

2. CHARGES				
2.1	Supplier rates will be used as shown in the table below			
		Hourly	Daily	Monthly
	Partner Rates	REDACTED	REDACTED	REDACTED
	Senior Solicitor Rates	REDACTED	REDACTED	REDACTED
	Solicitor Rates	REDACTED	REDACTED	REDACTED
	Junior Solicitor Rates	REDACTED	REDACTED	REDACTED
	Trainee/Paralegal Rates	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	Estimate of Charges not used			
2.3	Fixed Price not used			
2.4	<p>Capped Price used</p> <p>The Customer requires a total capped price for all Services of no more than £75,000 exclusive of VAT.</p> <p><u>Procurement Strategy Advice</u></p> <p>£15,000 capped fee - to include 3 full day workshops with internal clients, comment on strategy documents and the preparation of an advice note</p> <p><u>Procurement Support</u></p> <p>£60,000 capped fee - for completion of the two procurements.</p> <ul style="list-style-type: none"> • Assumes use of DAS Framework (no full OJEU procurement) <p>The Supplier will provide monthly work in progress (WIP) reports to the Customer so that spend can be tracked throughout the course of the Contract.</p>			

2.5

Other Costs

DWP will not pay any expenses.

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

2. MISCELLANEOUS

3.1	CUSTOMER REPRESENTATIVE REDACTED, Senior Lawyer Commercial Law Group, Government Legal Department Fifth Floor, Two St Peter's Square, Manchester, M2 3AA T: REDACTED M: REDACTED REDACTED
3.2	SUPPLIER REPRESENTATIVE REDACTED, Partner DLA Piper 1 St Paul's Place Sheffield S1 2JX REDACTED T: REDACTED M: REDACTED
	KEY PERSONNEL Supplier will provide names with their respective grade to the customer of any fee earners they use in addition to the fee earners named above,
3.4	NOTICES CUSTOMER REDACTED Senior Lawyer Commercial Law Group, Government Legal Department Fifth Floor, Two St Peter's Square, Manchester, M2 3AA T: REDACTED M: REDACTED REDACTED

	<p>SUPPLIER REDACTED, Partner</p> <p>DLA Piper</p> <p>REDACTED T: REDACTED M: REDACTED</p>
3.5	<p>CUSTOMER BILLING ADDRESS AND CONTACT REDACTED</p> <p>Panel Services (GLAS) Management Team Department for Work and Pensions Ground Floor Caxton House, Tothill Street, London, SW1H 9NA</p> <p>Tel: REDACTED Email: REDACTED</p>
3.6	<p>SUPPLIER BANK DETAILS To be provided by supplier</p>
3.7	<p>CUSTOMER'S PURCHASE ORDER NUMBER To be provided by customer</p>
3.8	<p>APPROVED SUB-CONTRACTORS None</p>
3.9	<p>BCDR No additional requirements to the Panel Agreement Services</p>
3.10	<p>Exit Management In Schedule 2 (Exit Management)</p>
3.11	<p>Transparency Reports As in Contract Schedule 4 (Transparency Reports) but not applicable due to the length of the contract</p>
3.12	<p>Call Off Guarantee (Clause 10 of the Legal Service Contract) Not required</p>

4. VARIATIONS TO THE TERMS AND CONDITIONS

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

SECTION C

Not used