

PANEL AGREEMENT SCHEDULE 4
ORDER FORM AND TERMS AND CONDITIONS

ORDER FORM

SECTION A

- (i) This Order Form dated 9 March 2018 is issued En 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	Secretary of State for Work and Pensions "CUSTOMER"
1.3	Pinsent Mason LLP 30 Crown Place, London, EC2A 4ES Registered Company Number: 0033653 "SUPPLIER"

1.4	Commencement Date: 9 March 2018
1.5	Term Contract will expire on completion of the performance of the Services
1.6	Signed for and on behalf of the Customer by an authorised representative:
	Name and Title REDACTED
	Signature REDACTED
	Date 15/3/18
1.7	Signed for and on behalf of the Supplier by an authorised representative:
	Name and Title REDACTED
	Signature REDACTED

	<p>Date</p> <p>5/03/2018</p>
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ORDER FORM SECTION B 1. PANEL SERVICES

1.1	<p>Panel Services:</p> <p>The Supplier shall provide Services under the General Legal Services Panel Agreement (Schedule 2) including but not limited to the mandatory Panel Services (in particular but not limited to contracts and information technology specialisms).</p> <p>The Supplier shall provide such advice and support, as the Customer may require in relation to the ASIS IT Contract extension (the "Project") including but not limited to assistance with negotiation, contract review, drafting, re-drafting, ancillary advice, attending and supporting meetings in relation to agreeing the updated contractual documentation and signing and completion support.</p> <p>The Supplier shall be required to submit an assurance letter at project completion which shall include confirmation that they have checked, reviewed and assured the drafting. The content of the assurance letter shall be agreed with the Customer before signing.</p> <p>The Customer is entitled to 2 free hours of free consultation and legal advice with each Order under the General Legal Services Panel Agreement.</p>										
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 (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.</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> <p>See estimated timetable of works below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Legal Reviews - extension</th> <th style="width: 10%;">DAYS</th> <th style="width: 20%;"></th> </tr> </thead> <tbody> <tr> <td>Counsel to review proposed amendments from REDACTED I update contract documents.</td> <td style="text-align: center;">3</td> <td style="text-align: center;">12/03/2018</td> </tr> <tr> <td>REDACTED to issue draft contract documents to Atos</td> <td></td> <td style="text-align: center;">12/03/2018</td> </tr> </tbody> </table>		Legal Reviews - extension	DAYS		Counsel to review proposed amendments from REDACTED I update contract documents.	3	12/03/2018	REDACTED to issue draft contract documents to Atos		12/03/2018
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	Atos Commercial and Legal undertake its internal review of DWP's proposed contract amendments	4	16/03/2018
	REDACTED to undertake Commercial review with Atos to finalise outstanding areas that may impact contract drafting.	3	21/03/2018
	REDACTED and Counsel to jointly review all contract amendments	1	22/03/2018
	Counsel to review latest drafts of contract documents I propose amendments.		23/03/2018
	REDACTED to issue updated drafts of contract documents to Atos		23/03/2018
	Face to face meetings to jointly agree all Contract/Schedules amendments - including Legal representatives (to be held at Pinsent Masons office, London)	3	28/03/2018
	Note: The above is an estimate of the timetable.		
1.3	Place of performance Principally to be performed at the Supplier's London offices and elsewhere as the Customer requires.		

2. CHARGES

2.1a	Supplier rates will be used (as shown in 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
		{amounts to be rounded up/down to the nearest pound)		

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 £60,000 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 weekly work in progress (WIP) reports to the Customer so that spend can be tracked throughout the course of the Contract.</p>
2.5	<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 capped price.</p>

3. MISCELLANEOUS

3.1	<p>CUSTOMER REPRESENTATIVE</p> <p>REDACTED, Senior Lawyer Ground Floor Caxton House, Tothill Street, London, SW1H 9NA Tel•. REDACTED REDACTED</p>
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3.2	<p>SUPPLIER REPRESENTATIVE</p> <p>REDACTED, Partner Pinsent Mason LLP 30 Crown Place London England EC2A 4ES Tec: REDACTED REDACTED</p>
3.3	<p>KEY PERSONNEL</p> <p>REDACTED - Partner REDACTED</p> <p>Supplier will provide names with their respective grade to the customer of any fee earners they use in addition to the 2 fee earners named above.</p>

3.4	<p>Notices</p> <p>CUSTOMER</p> <p>REDACTED, Senior Lawyer Ground Floor Caxton House, Tothill Street, London, SW1H 9NA Tel: REDACTED REDACTED</p> <p>SUPPLIER</p> <p>REDACTED, Partner Pinsent Mason LLP 30 Crown Place London England EC2A 4ES Tel: REDACTED REDACTED</p>
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3.5	Customer billing address and contact REDACTED, Business Manager Department for Work and Pensions Ground Floor Caxton House Tothill Street London SW1H 9NA Tel: REDACTED Email: REDACTED
3.6	SUPPLIER BANK DETAILS REQUIRED FROM PINSENT MASONS
3.7	CUSTOMER'S PURCHASE ORDER NUMBER DWP WILL SUPPLY
3.8	APPROVED SUB-CONTRACTORS None
3.9	BCDR No additional requirements to the Panel Agreement Services
3.10	Exit Management: In Schedule 2 (Exit Management)
3.11	Transparency Reports As in Contract Schedule 4 (Transparency Reports) but not applicable due to the length of the contract
3.1 2	Call Off Guarantee (Clause 10 of the Legal Service Contract): Not required

4. VARIATIONS TO THE TERMS AND CONDITIONS

4.1	Liability cap As set out at Clause 7 of this Legal Services Contract and Order Form. No liability cap.
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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.