

PANEL AGREEMENT SCHEDULE 4  
ORDER FORM AND TERMS AND CONDITIONS

ORDER FORM

SECTION A

- (i) This Order Form dated 24 June 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	Secretary of State for Work and Pensions "CUSTOMER"
1.3	PricewaterhouseCoopers LLP "SUPPLIER"
1.4	Commencement Date: 1 July 2019

1.5	<p>Term</p> <p>On Completion of the required services</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>
	<p>3/7/19</p>
1.7	Signed for and on behalf of the Supplier by an authorised representative:
	<p>Name and Title</p> <p>REDACTED</p> <p>Partner</p>
	<p>Signature</p> <p>REDACTED</p>
	<p>Date 28 June 2019</p>

## ORDER FORM SECTION B

### 1. PANEL SERVICES

1.1	<p><b>Panel Services:</b></p> <p>The Supplier shall provide such legal advice, support and drafting as required ("Contract Advice") by the Customer in relation to IP Asset Purchase Agreements for ongoing sales of IP addresses by the Customer ("IP Assets"), as directed by the Customer.</p> <p>The Supplier shall provide Know Your Client checks ("KYCCs") on behalf of the Customer in respect of the potential buyer(s) and/or permitted end user(s) of IP Assets, as notified by the Customer, in accordance with the relevant IP Asset Purchase Agreement ("Agreement"). The Supplier shall assess the Customer's potential buyer(s) and/or permitted end user(s) of the IP Assets to the degree required to comply with the obligations on law firms under Regulation 5 of the Money Laundering Regulations 2007, which will be at either Level 1 or Level 2 depending on the jurisdiction and profile of the buyer (as detailed in the KYC Scope and Costs provided to the Customer and detailed at Section 2.1a below).</p> <p>Once the sale(s) of IP Assets have successfully concluded the Services under this Order shall be deemed to have completed.</p>
1.2	<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 (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><b>Place of performance</b></p> <p>Principally to be performed at the Supplier's office in Leeds and elsewhere as the Customer requires.</p>

## 2. CHARGES

	<p>Supplier rates will be used (as shown in table below) for the Contract Advice and the KYC Checks (KYCC) will be provided on a fixed fee basis.</p> <p>Supplier Rates</p> <table border="1" data-bbox="325 439 1251 797"> <thead> <tr> <th>PwC GLAS rates</th> <th>Hourly</th> <th>Daily</th> <th>Monthly</th> </tr> </thead> <tbody> <tr> <td>Partner</td> <td>REDACTED</td> <td>REDACTED</td> <td>REDACTED</td> </tr> <tr> <td>Senior Solicitor</td> <td>REDACTED</td> <td>REDACTED</td> <td>REDACTED</td> </tr> <tr> <td>Solicitor</td> <td>REDACTED</td> <td>REDACTED</td> <td>REDACTED</td> </tr> <tr> <td>Junior Solicitor</td> <td>REDACTED</td> <td>REDACTED</td> <td>REDACTED</td> </tr> <tr> <td>Trainee/Paralegal</td> <td>REDACTED</td> <td>REDACTED</td> <td>REDACTED</td> </tr> </tbody> </table> <p>The applicable fixed fee for the KYCC will depend on whether the Customer requires a Level 1 or Level 2 KYCC, which is dependent on the jurisdiction and profile of the potential buyer(s) and permitted user(s). The fixed fees for the KYCC are as follows:  Level 1 1 £395 (plus VAT);  2: £495 (plus VAT).</p> <p>The Contract Advice forming part of the Order shall be provided on a time spent basis with reference to the above Supplier rates. The total charges for the Contract Advice and KYCCs shall not exceed the Capped Price set out in section 2.4 below.</p>	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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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	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 £18,000 exclusive of VAT.</p> <p>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 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.

### 3. MISCELLANEOUS

3.1	<p>CUSTOMER REPRESENTATIVE</p> <p>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>
3.2	<p>SUPPLIER REPRESENTATIVE</p> <p>REDACTED, Partner PricewaterhouseCoopers LIP 1 Embankment Place London WC2N 6RH REDACTED</p>
3.3	<p>KEY PERSONNEL</p> <p>REDACTED, Partner REDACTED</p> <p>REDACTED, Senior Solicitor (Main contact) M: REDACTED REDACTED</p> <p>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.</p>
3.4	Notices

	<p>CUSTOMER</p> <p>REDACTED</p> <p>Senior Lawyer</p> <p>Commercial Law Group, Government Legal Department</p> <p>Fifth Floor, Two St Peter's Square,</p> <p>Manchester, M2 3AA</p> <p>T: REDACTED M: REDACTED</p> <p>REDACTED</p>
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	<p>SUPPLIER</p> <p>REDACTED, Partner</p> <p>PricewaterhouseCoopers LLP</p> <p>1 Embankment Place</p> <p>London WC2N 6RH</p> <p>REDACTED</p>
3.5	<p>Customer billing address and contact</p> <p>REDACTED Panel Services (GLAS) Management Team</p> <p>Department for Work and Pensions</p> <p>Ground Floor Caxton House</p> <p>Tothill Street</p> <p>London SW1H 9NA</p> <p>Tel: REDACTED</p> <p>Email: REDACTED</p>
3.6	<p>SUPPLIER BANK DETAILS</p> <p>To be supplied by PwC</p>
3.7	<p>CUSTOMER'S PURCHASE ORDER NUMBER</p> <p>DWP will supply</p>
3.8	<p>APPROVED SUB-CONTRACTORS</p> <p>None</p>
3.9	<p>BCDR</p> <p>No additional requirements to the Panel Agreement Services</p>

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
3A2	Call Off Guarantee (Clause 10 of the Legal Service Contract): Not required

#### 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.

#### ORDER FORM SECTION C

Not used