

**PANEL AGREEMENT SCHEDULE 4**  
**ORDER FORM AND TERMS AND CONDITIONS**

**ORDER FORM**

**SECTION A**

- (i) This Order Form dated 5 November 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.

<b>1.1</b>	Customer's reference number: Not Used
<b>1.2</b>	<b>CUSTOMER</b> Secretary of State for Work and Pensions
<b>1.3</b>	<b>SUPPLIER</b> PricewaterhouseCoopers LLP
<b>1.4</b>	<b>Commencement Date:</b> 7 November 2018
<b>1.5</b>	<b>Expiry Date</b> 30 June 2019

<b>1.6</b>	<b>Signed for and on behalf of the Customer by an authorised representative:</b>
	<b>Name and Title</b> <i>Julie Marston</i> <i>Commercial Manager</i> <i>DWP Professional Services (Corporate Services)</i>
	<b>Signature</b> 
	<b>Date</b> <i>20/11/18</i>
<b>1.7</b>	<b>Signed for and on behalf of the Supplier by an authorised representative:</b>
	Juan Crosby , Partner
	
	16/11/18

**ORDER FORM SECTION B**

**1. PANEL SERVICES**

<p><b>1.1</b></p>	<p><b>Panel Services (“the Services”):</b></p> <p>The external legal services are required to support DWP’s Reducing Parental Conflict Programme (RPCP) in accordance with:</p> <p>(i) the Terms of Reference for the Provision of External Commercial Legal Services Support for the RPCP dated 2 October 2018; and (ii) the RPCP Scope of Work and Capped Fee Estimate from the Supplier dated 2nd October 2018.</p> <p>The external legal services will focus on providing commercial contracts legal advice in relation to all aspects of the RPCP, as required by DWP/GLD, including in relation to:</p> <ul style="list-style-type: none"><li>• the F2F procurement, until signature of the contract or the end of the procurement if later;</li><li>• the RPC Challenge Fund procurement;</li><li>• the Frontline Practitioner Training procurement; and</li><li>• the Strategic Level Support procurement.</li></ul> <p>PwC will provide a wide range of contract and commercial legal services, including but not limited to all aspects of contract law relating to the preparation of the terms and conditions of contract for delivering the F2F Provision and other aspects of the RPCP.</p> <p>In addition PwC may be required to advise on any ad hoc contract or procurement queries relating to the RPCP.</p> <p>PwC will not be required to provide advice on public law matters outside of public procurement law as GLD lawyers will lead on these areas and any procurement advice required by DWP will be minimal and on the basis of ad hoc queries and requests for minor support. Likewise, PwC will not be required to advise on employment law and TUPE related issues, which will be provided by the GLD employment team, or litigation matters.</p>
<p><b>1.2</b></p>	<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 in Commercial Law Group, for review. Instructions shall be submitted under the supervision of [REDACTED] and agreed with the Supplier. All invoices will be scrutinised by [REDACTED].</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 [REDACTED] and Commercial Law Deputy Director and performance of the supplier will be managed in accordance with GLAS performance management guidelines.</p>

<b>1.3</b>	<b>Place of performance</b> Principally to be performed at the Supplier's offices in Leeds and elsewhere as the Customer requires.
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## 2. CHARGES

<b>2.1a</b>	<p><b>Supplier rates will be used (as shown in table below)</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">PwC GLAS rates</th> <th style="text-align: center;">Hourly</th> <th style="text-align: center;">Daily</th> <th style="text-align: center;">Monthly</th> </tr> </thead> <tbody> <tr> <td>Partner</td> <td style="text-align: center;">[REDACTED]</td> <td style="text-align: center;">[REDACTED]</td> <td style="text-align: center;">[REDACTED]</td> </tr> <tr> <td>Senior Solicitor</td> <td style="text-align: center;">[REDACTED]</td> <td style="text-align: center;">[REDACTED]</td> <td style="text-align: center;">[REDACTED]</td> </tr> <tr> <td>Solicitor</td> <td style="text-align: center;">[REDACTED]</td> <td style="text-align: center;">[REDACTED]</td> <td style="text-align: center;">[REDACTED]</td> </tr> <tr> <td>Junior Solicitor</td> <td style="text-align: center;">[REDACTED]</td> <td style="text-align: center;">[REDACTED]</td> <td style="text-align: center;">[REDACTED]</td> </tr> <tr> <td>Trainee/Paralegal</td> <td style="text-align: center;">[REDACTED]</td> <td style="text-align: center;">[REDACTED]</td> <td style="text-align: center;">[REDACTED]</td> </tr> </tbody> </table>	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]																						
<b>2.1b</b>	<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>																								
<b>2.2</b>	<b>Estimate of Charges not used</b>																								
<b>2.3</b>	<b>Fixed Price not used</b>																								
<b>2.4</b>	<p><b>Capped Price used</b></p> <p>The Customer requires a total capped price for all Services of up to £40,000 exclusive of VAT. See PwC scope of work and capped fee estimate attached at section C below.</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 work in progress (WIP) reports to the Customer so that spend can be tracked throughout the course of the Contract on a weekly basis or at such other frequency as the parties agree is appropriate.</p>																								
<b>2.5</b>	<p><b>Other Costs</b></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><b>CUSTOMER REPRESENTATIVE</b></p> <p>[REDACTED] Senior Lawyer Commercial Law Group, Government Legal Department Fifth Floor, Two St Peter's Square, Manchester M2 3AA [REDACTED] Mobile: + [REDACTED] [REDACTED]@dwp.gsi.gov.uk</p>
3.2	<p><b>SUPPLIER REPRESENTATIVE</b></p> <p>[REDACTED] Partner PricewaterhouseCoopers LLP 1 Embankment Place London WC2N 6RH [REDACTED]@pwc.com</p>
3.3	<p><b>KEY PERSONNEL</b></p> <p>[REDACTED] Partner [REDACTED]@pwc.com</p> <p>[REDACTED] Senior Solicitor M: [REDACTED] [REDACTED]@pwc.com</p> <p>[REDACTED] Solicitor [REDACTED]@pwc.com</p>
3.4	<p><b>Notices</b></p> <p><b>CUSTOMER</b></p> <p>[REDACTED] Senior Lawyer Commercial Law Group, Government Legal Department Fifth Floor, Two St Peter's Square, Manchester M2 3AA [REDACTED] Mobile: + [REDACTED] Email: [REDACTED]@dwp.gsi.gov.uk</p> <p><b>SUPPLIER</b></p> <p>[REDACTED] Partner PricewaterhouseCoopers LLP 1 Embankment Place London WC2N 6RH [REDACTED]@pwc.com</p>