

PANEL AGREEMENT SCHEDULE 4
RM3787 Contract Call-Off ORDER FORM

SECTION A

- (i) This Order Form dated **9th April 2021** 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 Contract Call-Off 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 the CCS overarching Framework Agreement RM3787 and the Terms and Conditions contained therein.
- (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 from the Supplier.

1.1	Customer Reference CPD/004/121/230
1.2	Ministry of Housing, Communities and Local Government (MHCLG) Fry Building 2 Marsham Street London SW1P 4DF ("CUSTOMER")
1.3	Slaughter and May One Bunhill Row, London, EC1Y 8YY ("SUPPLIER")
1.4	Commencement Date: 12th April 2021
1.5	Term Initial Period of up to 12 Months expiring on 12th April 2022 Followed by 1 optional extension period of 12 months which will be exercised entirely at MHCLG's sole discretion.
1.6	Signed for and on behalf of the Customer by an authorised representative:
	Name and Title: <Redacted>
	Signature
	Date
1.7	Signed for and on behalf of the Supplier by an authorised representative:
	Name and Title: <Redacted>
	Signature
	Date

SECTION B**1. PANEL SERVICES**

1.1	Panel Services: As set out in the Customer's statement of requirement document at Annex A and in Suppliers Technical proposal at Annex B1
1.2	Management and review of the Services <i>Reviews will be undertaken on a fortnightly/monthly basis at the customer's discretion who may also change the frequency and timing of these meetings .</i>
1.3	Place of performance <i>The supplier's office or remotely during Covid 19 Restrictions</i> <i>There may be occasional requirements for the supplier to work out of MHCLG's offices principally at 2 Marsham Street, London, SW1P 4DF</i>

2. CHARGES

2.1a	Rates as set out below:																						
2.1b	<table border="1"> <thead> <tr> <th><i>Role</i></th><th><i>Hourly Rate £</i></th><th><i>Total Capped Price (Covering Initial Call Off for PII Workstream) £</i></th></tr> </thead> <tbody> <tr> <td><i>Partner</i></td><td><Redacted></td><td></td></tr> <tr> <td><i>SNR Lawyer</i></td><td><Redacted></td><td></td></tr> <tr> <td><i>Lawyer</i></td><td><Redacted></td><td></td></tr> <tr> <td><i>JNR Lawyer</i></td><td><Redacted></td><td></td></tr> <tr> <td><i>Paralegal</i></td><td><Redacted></td><td></td></tr> <tr> <td></td><td></td><td><u>£900,000</u></td></tr> </tbody> </table>		<i>Role</i>	<i>Hourly Rate £</i>	<i>Total Capped Price (Covering Initial Call Off for PII Workstream) £</i>	<i>Partner</i>	<Redacted>		<i>SNR Lawyer</i>	<Redacted>		<i>Lawyer</i>	<Redacted>		<i>JNR Lawyer</i>	<Redacted>		<i>Paralegal</i>	<Redacted>				<u>£900,000</u>
<i>Role</i>	<i>Hourly Rate £</i>	<i>Total Capped Price (Covering Initial Call Off for PII Workstream) £</i>																					
<i>Partner</i>	<Redacted>																						
<i>SNR Lawyer</i>	<Redacted>																						
<i>Lawyer</i>	<Redacted>																						
<i>JNR Lawyer</i>	<Redacted>																						
<i>Paralegal</i>	<Redacted>																						
		<u>£900,000</u>																					
	<i>Also set out in the supplier's tender proposal at Annex B2</i>																						

2.2	Estimate of Charges for Initial Call Off Commencing 12th April 2021: £900,000 Charges thereafter may be varied up to a maximum of £3.9m although there are no guarantees given as to the total turnover which will be awarded to the supplier over the period of the call off contract including any optional extension period.
2.3	Fixed Price to be used for each specific statement of work
2.4	Capped Price used -
2.5	Other Costs: Reimbursable Expenses Not payable Disbursements Not payable

3. MISCELLANEOUS

3.1	CUSTOMER REPRESENTATIVE <Redacted>
3.2	SUPPLIER REPRESENTATIVE <Redacted>
3.3	KEY PERSONNEL <Redacted>
3.4	NOTICES <Redacted> MHCLG Commercial Fry Building 2 Marsham Street London SW1P 4DF

3.5	CUSTOMER BILLING ADDRESS CP2P Team MHCLG 4 TH FLOOR, HIGH TREES HILLFIELD ROAD, HEMELE HEMPSTEAD, HP2 4XN CLGInvoices@communities.gov.uk
3.6	SUPPLIER BANK DETAILS – <Redacted>
3.7	CUSTOMER'S PURCHASE ORDER NUMBER - TBC
3.8	APPROVED SUB-CONTRACTORS - NONE
3.9	Not applied
3.10	Exit Management: Not applied
3.11	Transparency Reports: Not required
3.12	Call Off Guarantee: Not required

4. VARIATIONS TO THE TERMS AND CONDITIONS

4.1	<Redacted>
4.2	Conflicts of Interest None
4.3	Confidentiality <Redacted>

4.5	Intellectual Property Rights Clause 8 applies
4.6	Working with others <Redacted>
4.7	Use of documents and advice <Redacted>
4.8	Freedom of Information / Transparency <Redacted>