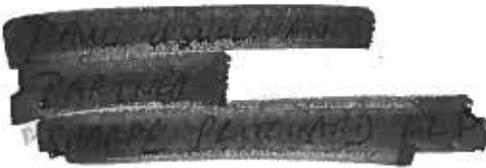


PANEL AGREEMENT SCHEDULE 4
ORDER FORM AND TERMS AND CONDITIONS

ORDER FORM SECTION A

- (i) This Order Form dated 15 August 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.

1.1	Customer's reference number: not applicable
1.2	Department for Work and Pensions, Commercial Directorate ("CUSTOMER")
1.3	PricewaterhouseCoopers LLP (consortium) ("SUPPLIER")
1.4	Commencement Date: 20 August 2018
1.5	Term

	Expiry Date: 20 November 2018
1.6	Signed for and on behalf of the Customer by an authorised representative:
	Name and Title 
	Signature 
	Date 
1.7	Signed for and on behalf of the Supplier by an authorised representative:
	Name and Title 
	Signature 
	Date 17-08-18

ORDER FORM SECTION B

1. PANEL SERVICES

1.1	<p>Panel Services:</p> <p>The service requirements are as follows:</p> <p><u>HDAS assessment contracts</u></p> <p>DWP is responsible for delivering benefits and pensions to approximately 22 million people. DWP does this through a number of contracts delivering a variety of pay out services. The HDAS Contract is one of the core services provided by the Department.</p> <p>The Health and Disability Assessment Services (HDAS) contract provides health and disability assessments to support a range of benefits and allowances for people unable to work or who need help due to sickness or disability. The primary focus of the contract relates to assessments delivered in relation to Employment and Support Allowance and Universal Credit. However, assessments may also be required in relation to Industrial Injuries Benefit, the Vaccine Damage Scheme and other social security benefits. The existing contract is held by CHDA, a subsidiary of Maximus. The current contract is valued at £797m over the five year term.</p> <p>There is a risk that DWP has potentially overpaid CHDA by at least £2 million since contract inception as a result of DWP paying CHDA's insurance premiums for insurances that CHDA is contractually obliged to maintain. The contract, on initial analysis, stipulates that the insurance premiums are to be borne by CHDA. The question now arises whether the written contract does not accurately reflect the actual agreement is between the parties or whether DWP has mistakenly paid the insurance premiums. Taking further action may give rise to a dispute to CHDA.</p> <p>Preliminary legal advice: Funding not exceeding £20,000</p> <p>The service requirement is to advise and provide extensive legal support as necessary on the following:</p> <ul style="list-style-type: none">• review of the contractual provisions;
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	<ul style="list-style-type: none"> • reasonable commercial expectations/market standard for payments of insurance premiums and risk allocation in relation to acts and omissions by the supplier's employees in the context of a TCIF contract; • risk advice on the extent to which DWP has compromised its position; • advice on stopping payments going forward, including drafting appropriate documents, and potential consequences in terms of adjusting the pricing model for the remainder of the contract; • advice on a variation of the contract, including drafting appropriate documents, and potential risks arising from the contractual mis-match to date; • DWP's prospects of restitution. <p>Skills, Experience and Formal Qualification</p> <p>The supplier (for both the short and longer term appointments) must provide UK qualified lawyers with significant experience in the following areas:</p> <ul style="list-style-type: none"> • excellent knowledge of Government policies, existing and future; • expertise in commercial strategies and contract law; • specialist expertise in dispute resolution and restitution law.
<p>1.2</p>	<p>Management and review of the Services</p> <p>The contract will be managed by Government Legal Department Commercial Law Group in accordance with their standard contract management model. All work commissioned must be submitted to the senior lawyer for review and approval. Instructions to the supplier will be submitted by the senior lawyer and agreed with the supplier. All invoices from the supplier will be scrutinised by the senior lawyer. The contract will be formally reviewed at regular 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>1.3</p>	<p>Place of performance</p> <p>Principally at the Supplier's offices. The Supplier shall attend meetings at the Customer's office, Supplier's offices or such other venues as may be notified by the Customer to the Supplier.</p>

2. CHARGES

<p>2.1a</p>	<p>Hourly rates will be used (as shown in table below)</p> <p>Supplier Rates</p>
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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]
Supplier will provide weekly WIP report to customer.			
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>Capped at £20,000 (exc. VAT)</p>		
2.5	<p>Other Costs</p> <p>Reimbursable Expenses</p> <p>Not payable</p> <p>Disbursements</p> <p>Payable</p> <p>Disbursements shall only be payable where the Customer has authorised that the Disbursements may be incurred in advance.</p>		

3. MISCELLANEOUS

<p>3.1</p>	<p>CUSTOMER REPRESENTATIVE</p> <p>[REDACTED]</p> <p>Senior Lawyer, CLGp Team G - DWP Commercial Law Group, Government Legal Department Caxton House, Tothill Street, London, SW1H 9NA Tel: [REDACTED] [REDACTED] [REDACTED]</p>
<p>3.2</p>	<p>SUPPLIER REPRESENTATIVE</p> <p>[REDACTED]</p> <p>Sharpe Pritchard Elm Yard 10-16 Elm Street London WC1X 0BJ Tel: [REDACTED] [REDACTED]</p>
<p>3.3</p>	<p>KEY PERSONNEL</p> <ul style="list-style-type: none">• [REDACTED]• [REDACTED]
<p>3.4</p>	<p>NOTICES</p> <p>CUSTOMER</p> <p>[REDACTED]</p> <p>Senior Lawyer, CLGp Team G - DWP Commercial Law Group, Government Legal Department Caxton House, Tothill Street, London, SW1H 9NA Tel: [REDACTED] shin-[REDACTED]</p> <p>SUPPLIER</p> <p>[REDACTED]</p> <p>Sharpe Pritchard Elm Yard 10-16 Elm Street London WC1X 0BJ Tel: [REDACTED] [REDACTED]</p>

3.5	CUSTOMER BILLING ADDRESS ██████████ Business Manager Department for Work and Pensions Ground Floor Caxton House Tothill Street London SW1H 9NA Tel: ██████████ Email: ██████████@DWP.GOV.UK
3.6	SUPPLIER BANK DETAILS To be provided by Sharpe Pritchard
3.7	CUSTOMER'S PURCHASE ORDER NUMBER REQUIRED
3.8	APPROVED SUB-CONTRACTORS None
3.9	Business Continuity and Disaster Recovery BCDR Supplier's BCDR Plan as submitted in GLAS Tender
3.10	Exit Management: In Contract Schedule 2 (Exit Management)
3.11	Transparency Reports In Contract Schedule 4 (Transparency Reports)
3.12	Call Off Guarantee (Clause 10 of the Legal Service Contract): Not required

4. VARIATIONS TO THE TERMS AND CONDITIONS

4.1	Liability cap Not applicable
4.2	Conflicts of Interest None currently arise
4.3	Confidentiality