

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	DLA Piper 'SUPPLIER"
1.4	Commencement Date: 24 June 2019
1.5	Term On Completion of the required services

1.6	Signed for and on behalf of the Customer by an authorised representative:
	Name and Title REDACTED Commercial Practitioner Professional Services, DWP Commercial Directorate
	Signature
	Date
1.7	Signed for and on behalf of the Supplier by an authorised representative:
	Name and Title REDACTED
	Signature REDACTED
	Date

## ORDER FORM SECTION B

### 1. PANEL SERVICES

1.1	<p>Panel Services:</p> <p>(1) DLA Piper will be asked to provide legal advice/ drafting (often at short notice) in order to support the delivery of a wide range of DWP's IT/Digital pipeline work. Typically, this will involve them being asked to review software licences and provide bespoke drafting to protect DWP's position.</p> <p>(2) DLA will provide a wide range of contract and commercial legal services, primarily including but not limited to:</p> <p style="padding-left: 40px;">Public Procurement Law: All aspects of public procurement law including the application of the Public Contracts Regulations 2015 and EU public procurement law (insofar as it will be applicable).</p> <p style="padding-left: 40px;">° Contract Law: All aspects of contract law.</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>
1.3	<p>Place of performance</p> <p>Principally to be performed at the Supplier's office in Leeds and elsewhere as the Customer requires.</p>

### 2. CHARGES

2.1a	<p>Hourly rates will be used (as shown in table below). Where it is agreed hourly rates will be used the supplier will provide weekly WIP report to customer.</p> <table border="1" data-bbox="309 293 1358 712"> <thead> <tr> <th data-bbox="309 293 636 360">DLA Piper UK LLP</th> <th data-bbox="636 293 876 360">Hourly</th> <th data-bbox="876 293 1115 360">Daily</th> <th data-bbox="1115 293 1358 360">Monthly</th> </tr> </thead> <tbody> <tr> <td data-bbox="309 360 636 427">Partner Rates</td> <td data-bbox="636 360 876 427">REDACTED</td> <td data-bbox="876 360 1115 427">REDACTED</td> <td data-bbox="1115 360 1358 427">REDACTED</td> </tr> <tr> <td data-bbox="309 427 636 495">Senior Solicitor Rates</td> <td data-bbox="636 427 876 495">REDACTED</td> <td data-bbox="876 427 1115 495">REDACTED</td> <td data-bbox="1115 427 1358 495">REDACTED</td> </tr> <tr> <td data-bbox="309 495 636 562">Solicitor Rates</td> <td data-bbox="636 495 876 562">REDACTED</td> <td data-bbox="876 495 1115 562">REDACTED</td> <td data-bbox="1115 495 1358 562">REDACTED</td> </tr> <tr> <td data-bbox="309 562 636 629">Junior Solicitor Rates</td> <td data-bbox="636 562 876 629">REDACTED</td> <td data-bbox="876 562 1115 629">REDACTED</td> <td data-bbox="1115 562 1358 629">REDACTED</td> </tr> <tr> <td data-bbox="309 629 636 712">Trainee/Paralegal Rates</td> <td data-bbox="636 629 876 712">REDACTED</td> <td data-bbox="876 629 1115 712">REDACTED</td> <td data-bbox="1115 629 1358 712">REDACTED</td> </tr> </tbody> </table>	DLA Piper UK LLP	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
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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 £20,000 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	<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  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 DLA Piper  1<sup>st</sup> Paul's Place  Sheffield  S1 2JX  REDACTED  T: REDACTED  M: REDACTED</p>
3.3	<p>KEY PERSONNEL</p> <p>REDACTED, Partner</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	<p>Notices</p> <p>CUSTOMER</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> <p>SUPPLIER</p> <p>REDACTED, Partner DLA Piper  1<sup>st</sup> Paul's Place  Sheffield  S1 2JX</p>

	<p>REDACTED  T: REDACTED  M: REDACTED</p>
3.5	<p>Customer billing address and contact</p> <p>REDACTED  Panel Services (GLAS) Management Team  Department for Work and Pensions  Ground Floor Caxton House  Tothill Street  London SW1H 9NA  Tel: REDACTED  Email: REDACTED</p>
3.6	<p>SUPPLIER BANK DETAILS</p> <p>To be supplied by DLA Piper</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	<p>Exit Management:</p> <p>In Schedule 2 (Exit Management)</p>
3.11	<p>Transparency Reports</p> <p>As in Contract Schedule 4 (Transparency Reports) but not applicable due to the length of the contract</p>
3.12	<p>Call Off Guarantee (Clause 10 of the Legal Service Contract):</p> <p>Not required</p>

4. VARIATIONS TO THE TERMS AND CONDITIONS

4.1	<p>Liability cap</p> <p>£5 million</p>
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4.2	<p>Conflicts of Interest</p> <p>The Supplier confirms that it has run all relevant conflicts of interest checks and there are no conflicts of interest.</p>
4.3	<p>Confidentiality</p> <p>No additional measures to those set out in the Legal Services Contract and Order Form shall apply.</p>
4.5	<p>Intellectual Property Rights</p> <p>As set out in Clause 8 of this Legal Services Contract and Order Form.</p>
4.6	<p>No further variations to this Legal Services Contract and Order Form are required.</p>

ORDER FORM SECTION C

Not used