

PANEL AGREEMENT SCHEDULE 4
ORDER FORM AND TERMS AND CONDITIONS

ORDER FORM SECTION A

- (i) This Order Form dated January 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	Department for Work and Pensions ("CUSTOMER")
1.3	DLA Piper UK LLP ("SUPPLIER")
1.4	Commencement Date: 10 th September 2018
1.5	Term

	Expiry Date: 31 December 2018 or such date as the Customer's Commercial Director is satisfied that the Services are completed, whichever is the later.
1.6	Signed for and on behalf of the Customer by an authorised representative:
	Name and Title  Commercial Manager, DWP Commercial Services (Corporate Services), Commercial Management
	Signature 
	Date 22/1/19
1.7	Signed for and on behalf of the Supplier by an authorised representative:
	Name and Title   Partner 
	Signature 
	Date 15 January 2019

ORDER FORM SECTION B

1. PANEL SERVICES

1.1	<p>Panel Services:</p> <p>The Department for Work and Pensions ("DWP") is responsible for ensuring that it meets its obligations under the Data Protection Legislation. Any existing contracts which:</p> <ul style="list-style-type: none">a) continue beyond 25 May 2018; andb) involve the processing of Personal Data, <p>must be amended to reflect the Data Protection Legislation. DWP's GDPR Contract Review and Remediation Programme will achieve this by issuing contract variations, in the form of a Contract Change Notice ("CCN") that reflects the change control process mechanism within the relevant existing contract, to introduce the appropriate DWP GDPR/DPA amendments.</p> <p>DWP has identified approximately 60 contracts that they would like assistance to produce the requisite CCNs to remediate the contracts to comply with the Data Protection Legislation.</p> <p>The service requirements are as follows:</p> <ul style="list-style-type: none">• The external legal services will focus primarily on the preparation of draft Change Control Notices (CCNs) to replace existing data protection clauses, replace existing and add new definitions, and review the new data protection schedule ("Schedule") (which will be prepared by Contract Managers) for approximately 60 DWP contracts. The Services will also include a high level review and check of the identified DWP contracts/call-offs for any other references to data protection and addressing the minimal amount of questions and follow up from the relevant Customer contacts that is anticipated.• The Supplier will use the template CCNs and DWP standard GDPR/DPA clauses, replacement and new definitions, and Schedules ("Templates") provided by the Customer.• The Supplier will not be expected to populate Schedules with the relevant information (such as types of personal data being processed), as these will be populated by DWP Contract Managers but may be required to advise on whether the classification the respective roles of the parties as Data Controller, Data Processor etc is correct.
1.2	<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 notified to the senior lawyer. Instructions to the Supplier will be submitted, as agreed with the Supplier, through central coordination by the Commercial Directorate. All invoices from the Supplier will be scrutinised by the senior lawyer. The performance of the Supplier will be managed in accordance with GLAS performance management guidelines.</p>

1.3	Place of performance 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.
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2. CHARGES

2.1a	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.																								
	<table border="1" style="width: 100%; text-align: center;"> <thead> <tr> <th style="width: 30%;"><i>DLA Piper UK LLP</i></th> <th>Hourly</th> <th>Daily</th> <th>Monthly</th> </tr> </thead> <tbody> <tr> <td>Partner Rates</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>Senior Solicitor Rates</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>Solicitor Rates</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>Junior Solicitor Rates</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>Trainee/Paralegal Rates</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> </tbody> </table>	<i>DLA Piper UK LLP</i>	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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Trainee/Paralegal Rates	[REDACTED]	[REDACTED]	[REDACTED]																						
2.1b	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. 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.																								
2.2	Estimate of Charges not used																								
2.3	Fixed Price not used																								
2.4	Capped Price used £40,000																								
2.5	Other Costs Reimbursable Expenses Not payable Disbursements Payable Disbursements shall only be payable where the Customer has authorised that the																								

Disbursements may be incurred in advance.

3. MISCELLANEOUS

3.1	<p>CUSTOMER REPRESENTATIVE</p> <p>[REDACTED] Senior Lawyer Caxton House Tothill Street London, SW1H 9NA [REDACTED] [REDACTED]@dwp.gsi.gov.uk</p>
3.2	<p>SUPPLIER REPRESENTATIVE</p> <p>[REDACTED] Partner DLA Piper UK LLP Walker House, Exchange Flags Liverpool L2 3YL T [REDACTED] F +441512374788 M [REDACTED] [REDACTED]@dlapiper.com</p>
3.3	<p>KEY PERSONNEL</p> <p>[REDACTED] Senior Associate [REDACTED] F 01512374788 [REDACTED] E [REDACTED]@dlapiper.com</p>
3.4	<p>NOTICES</p> <p>CUSTOMER</p> <p>[REDACTED] Senior Lawyer Caxton House Tothill Street London, SW1H 9NA [REDACTED] [REDACTED]@dwp.gsi.gov.uk</p> <p>SUPPLIER</p> <p>[REDACTED] Senior Associate DLA Piper UK LLP Walker House, Exchange Flags Liverpool L2 3YL</p>