



Crown
Commercial
Service

General Legal Services (RM 3786)

Customer Guidance Document

INTRODUCTION

Purpose of this Document

Crown Commercial Service (“**CCS**”) and the Government Legal Department (the “**GLD**”) have developed this guidance to assist Government departments and other enabled Central Government customers (“**Customers**”) through each stage of their procurement of legal services using the General Legal Services Panel Agreement (RM 3786) (the “**Panel Agreement**” or “**Panel**”).

Background to the Panel

The Panel Agreement has been procured to replace the Legal Services Framework (RM919), taking into account consultations with customers and suppliers of its predecessors the Legal Service Panel (RM919) and the Legal Services Panel (RM373). This Panel covers supply of General Legal Advice Services to Central Government, Executive Agencies and a defined list of other Central Government Customers set out at Appendix 2 and is designed to meet the vast majority of these Customers’ requirements for external legal services. A specialist Panel covering Rail Legal Services (RM3756) is to be awarded in May 2017, and a further Panel to cover legal services for Finance and Highly Complex Transactions (RM3787) is expected to be in place by late summer 2017.

The Panel Agreement has been set up following a joint procurement project between CCS and the GLD with CCS as the contracting authority. The Panel consists of 18 quality assured legal services suppliers (12 suppliers appointed to Tier 1, and 6 suppliers appointed to Tier 2), which are able to supply a wide range of Mandatory Legal advice services covering elements of public, private and commercial law to assist with complex and often specialised legal issues and projects for Central Government and other enabled bodies. The Panel Agreement will last for 2 years from 28th February 2017 with the option to extend for up to a further 2 years in 1 year intervals (2+1+1). Please note that Legal Services Contracts may be awarded for longer periods than the period of the Panel Agreement, provided they expire no later than 2 years after the Panel Agreement expiry.

Benefits of using the General Legal Services Panel

The Panel Agreement has been developed by combining CCS procurement and project management expertise with GLD technical expertise and knowledge.

Tenders were evaluated following a 3 stage process comprising a quality evaluation through questions, case studies and in depth meetings, by a team that included Legal Directors and Directors General from across the GLD/GLS. Price and value for money was assessed through competitive evaluation of quality and interim and final price competitions.

Procuring legal services can be a costly and time consuming process both for Customers (Government Departments creating Legal services Contracts) and for Suppliers. Use of the Panel will reduce the time and costs associated with procurement by offering a route to value for money, high quality suppliers which have already been competitively tendered and quality assured, backed by Panel and Call Off contracts which have been specially designed with the needs of Central Government in mind.

The main benefits of using the General Legal Service Panel to procure legal services are:

- **Central strategy:** The Panel Agreement forms part of the Government's strategy to maximise procurement efficiency and value for money by centralising, standardising and aggregating spend for legal services.
- **Ease of route to market:** The Panel Agreement provides a simple and streamlined route for Customers to access a comprehensive range of external legal firms with the right skills and expertise to supplement in-house legal resource and provide support to Customers in a wide range of areas of work.
- **Competitive rates:** The Panel Agreement offers delivery of cashable savings through competitive rates which offer significant reductions against market rates.
- **Enhanced scope:** the Panel Agreement covers 23 areas of law most commonly required by Central Government Customers to support all work up and including major projects, and encompasses both litigation and advisory services. These are not subdivided into lots, so one call off contract with a Panel firm can be used to access all of this wide range of work if that is what is required;
- **Attractive commercial terms:** the Panel Agreement facilitates various attractive commercial terms including alternative pricing models. These range from traditional hourly, day and monthly rates, fixed pricing, to payments that are performance based.
- **Ease of Call Off:** the Panel Agreement provides for greater use of Direct Awards as well as a simpler route for shortlisting for Further Competitions through use of Supplier Prospectuses
- **Additional benefits for Government:** All aggregated spend under the Panel Agreement earns entitlement to free legal advice which will be allocated by GLD. Secondments and exchanges from Suppliers for Panel customers are also available, which will be allocated by GLD across the Customer base.
- **Shared responsibility for efficiency:** Suppliers are under a specific duty to Customers to take positive steps to minimise costs and maximise efficiency of delivery of legal services, to control scope of work,
- **Bespoke contracts:** The Legal Services contracts have terms specially designed for Central Government
- **Free additional services for Customers:** The Panel delivers a number of benefits from suppliers for no additional cost including free knowledge transfer, free access to training and know how and 2 hours free initial legal advice in respect of each piece of work commissioned.
- **CCS Panel Management:** The Panel Agreements will be managed by CCS including annual auditing of Quality, Benchmarking, Quarterly KPI's and monthly gathering of MI.
- **Supplier Relationship Management:** The Panel will benefit from Strategic Supplier Management operated by GLD, in addition to general Panel Management by CCS, which will provide a summary dashboard to the SRM programme which incorporates Panel Performance as part of the SRM wider review. The SRM will nurture Pan-Government collaborative relationships with Panel Suppliers to drive innovation, optimise value for money and ensure the Government becomes customer of choice for these key Suppliers.

SCOPE

Range of Legal Activities

The Panel Suppliers all provide advice and services in respect of the 23 Mandatory Specialisms which are intended to cover all the core areas of legal specialism required by Central Government. These are listed at Appendix 3. All Panel Suppliers have confirmed in the procurement process that they have breadth and depth of expertise in all the Mandatory Specialisms.

Some Suppliers also offer specialist niche Optional Specialisms, such as Health and Healthcare, Energy and Education, listed in full at Appendix 4. The Panel Suppliers will set out the Optional Specialisms they provide in their Prospectuses.

The Panel Agreement has been established for the provision of advisory services principally on matters of English and Welsh law. In addition, Suppliers are required to be able to supply advice on Scottish law where required (if not directly provided, through subcontracted law firms or other approved arrangements). Public International law is also in scope of the Panel, giving Central Government a potential route to international work if it is needed without conducting a further procurement exercise.

Suppliers can provide a full range of requirements from one-off (ad-hoc) pieces of advice, routine ongoing activities, to supporting major projects and programmes of work. Suppliers will typically be used to complement and/or supplement a Customer's own in-house-legal team, and so may be required to work in association with Government lawyers. Project related work may require the Supplier's personnel to participate as members of project teams or project boards. These roles are supported by a number of specific obligations in the Panel terms and conditions.

As explained below, the Panel Suppliers are allocated to two Tiers: Tier 1 and Tier 2. In the first instance Customers will approach Tier 1 suppliers with their requirement whether considering direct award or further competition. If a Tier 1 supplier(s) is unable to accept an order (for the reasons outlined in the 3.2 Panel Agreement Attachment 7a) customers will then be able to approach Tier 2. For convenience 3.2 Panel Agreement Attachment 7a is copied below.

3.2 Obligation to accept Orders

3.2.1 The Supplier shall (i) accept Orders, and (ii) respond to invitations to participate in Further Competitions, for the provision of Mandatory Panel Services from the Authority and/or Panel Customer(s), unless it can demonstrate that one or more of the following applies:

- 3.2.1.1 the Supplier has a conflict of interest in relation to a proposed Order and/or the relevant Panel Customer which cannot be mitigated to the Panel Customer's satisfaction;
- 3.2.1.2 the Supplier does not have adequate resources available to properly service the Order;
- 3.2.1.3 the Supplier does not have the necessary specialist expertise in the types of legal services, areas of legal practice and/or industry sector specialisms required for the provision of such Mandatory Panel Services as may be requested by the Authority and/or Panel Customer(s);
- 3.2.1.4 the Supplier cannot complete anti-money laundering checks satisfactorily;
- 3.2.1.5 the Supplier believes there is a possibility of breaching sanctions; and/or
- 3.2.1.6 the Supplier is required by the SRA Code of Conduct to refuse to act.

There is no upper or lower limit on the value of contracts which can be awarded under the Panel, although the lower value requirements below £20k may be exempted from the policy on use of the Panel by Central Government see below.

AUTHORISED CUSTOMERS AND USE OF THE PANEL

Central Government customers authorised to use the Panel

The Panel has been procured for use by:

- all Ministerial and Non Ministerial UK Government Departments, including their Executive Agencies and other subsidiary bodies;
- all other parts of Central Government holding Crown status employing Civil Servants;
- all non-Crown status Government Companies wholly or partly owned by Central Government Departments or their subsidiaries;
- the non Departmental Public Bodies , other Public Bodies, Public Corporations and their subsidiary bodies sponsored by Central Government Departments which are not covered by the above categories but are listed in Annex B – this includes any successor bodies or replacements.

Please note that the Panel is not generally enabled to cover use by the Wider Public Sector, or other bodies outside the categories of bodies listed above.

Use of the Panel by Central Government – Exceptions Process for “off Panel” use

In recognition of the importance that the Panel is used in order to maximize savings and efficiencies as well as ensuring a high quality of service for Central Government, an exceptions process must be followed by any Central Government Department, or Executive Agency, which wishes to contract for legal services which are within the scope of this Panel, but does not wish to use the Panel. This exceptions process is run by GLD with the full support of the Attorney General and the Minister for the Cabinet Office (“the Exceptions Process”).

If your Department wishes to go “off Panel” GLD must be informed with justifications for the reasons for doing so based on the following –

- You have a specialist requirement for Panel Services which cannot be met through the General Panel (this could be lack of specialism or lack of bandwidth in that specialist service); and/or
- You can demonstrate you can achieve significantly better value for money from an alternative arrangement.

The Exceptions Process is administered by Government Legal Department (GLD) Commercial Law Group (CLG) on behalf of the Treasury Solicitors Office. A copy of the process can be obtained by emailing, GLASexceptionsprocess@governmentlegal.gov.uk

The Exceptions Process is similar to the well-established one operated by the Attorney General for use of Non-Panel Counsel (barristers).

Please note that the Exceptions Process does not replace or affect in any way applicable Cabinet Office controls on consultancy spend, which continue to apply.

Instances where the Exceptions Process does not apply

The Exceptions Process does not apply:

to the requirements for enforcement and property legal services of the:

- Driver and Vehicle Standards Agency;
- Driver and Vehicle Licensing Agency; and/or
- Vehicle Certification Agency; or
- to the requirements for planning legal services of Highways England.

Although these Agencies and Highways England are still in scope to use the Panel.

The Exceptions Process also does not apply to certain low value procurements which do not require authorisation to use non Panel suppliers. This recognises the fact that it may be better value to use small or niche suppliers for small pieces of work. The general rule is that if the value of the rates the Panel Customer expects to be incurred in relation to its requirement, aggregated with similar requirements relating to the same policy, project or exercise, amounts to twenty thousand pounds (£20,000) or less then the work falls outside the exceptions policy.

We have included the aggregation rules to make it clear that generally, multiple tranches of work relating to the same policy etc which together add up to more than £20k are within the exceptions policy (and authorisation is therefore needed to use non Panel Suppliers), even if each tranche is £20k or less.

Low value transactional property work (including non-complex conveyancing and work relating to leases and licences), employment litigation or other litigation work does not need to be aggregated, in recognition of the fact that there may be linked individual low value jobs in these areas where it is still appropriate to use small or niche suppliers. In these areas then even if this work is linked to similar requirements relating to the same policy, project or exercise which would take the combined spend over £20,000, then the Exceptions Process does not apply.

KEY FEATURES OF THE PANEL ARRANGEMENTS

The Structure of the Panel

The Panel is divided into two distinct tiers:

Tier 1 consists of twelve (12) Suppliers; and

Tier 2 consists of six (6) Suppliers.

A full list of the Panel Suppliers can be found in Appendix 1

Customers will award Legal Services Contracts in accordance with the Ordering Procedure set out. Contracts are to be awarded to Tier 1 Suppliers in the first instance and these Suppliers expect to receive the majority of work within Panel scope. If no Tier 1 Supplier is capable of providing the required services, in accordance with 3.2 Panel Agreement Attachment 7a Part A, a Tier 2 supplier may be used, provided Customers keep a written record of their decision and the reasons for it. For convenience 3.2 is copied below:

3.3 Obligation to accept Orders

3.3.1 The Supplier shall (i) accept Orders, and (ii) respond to invitations to participate in Further Competitions, for the provision of Mandatory Panel Services from the Authority and/or Panel Customer(s), unless it can demonstrate that one or more of the following applies:

3.3.1.1 the Supplier has a conflict of interest in relation to a proposed Order and/or the relevant Panel Customer which cannot be mitigated to the Panel Customer's satisfaction;

3.3.1.2 the Supplier does not have adequate resources available to properly service the Order;

3.3.1.3 the Supplier does not have the necessary specialist expertise in the types of legal services, areas of legal practice and/or industry sector specialisms required for the provision of such Mandatory Panel Services as may be requested by the Authority and/or Panel Customer(s);

3.3.1.4 the Supplier cannot complete anti-money laundering checks satisfactorily;

3.3.1.5 the Supplier believes there is a possibility of breaching sanctions; and/or

3.3.1.6 the Supplier is required by the SRA Code of Conduct to refuse to act.

Free additional services for Customers

Customers should note that the following additional services must be supplied by Suppliers supplying Panel Services to Customers under a Legal Services Contract without further charge once the Supplier is pro:

- **Know-how:** Suppliers are required to, regularly and periodically throughout the Panel Period, make available to Customers free of charge and on request know-how (including, but not limited to, printed publications, e-briefings, webinars, and invitations to briefings, seminars, conferences and events) and any legal resource available to the Supplier.
- **Other:** The Supplier must make available, if required, three serviced meeting rooms including refreshments in Central London (Zones 1 and 2). The Supplier must also provide virtual and physical storage as well as “data rooms” as requested by Panel Customers. The Supplier must also have available and maintain internet, telephone and video conferencing facilities and their use must be at no additional cost to the Panel Customer.
- **Knowledge Transfer:** Suppliers must facilitate a knowledge transfer at the end of each Call Off contract, including preparation and supply of physical/electronic document bibles.
- **2 hours initial advice/consultation free:** although Customers are only entitled to this if they subsequently place a contract, it enables some early scoping/initial work to be done free of charge which can help shape projects and refine instructions.
- **All document production, photocopying and other similar services.**
- **Travel costs and time and lawyers’ subsistence:** These are included in Panel prices unless you choose to pay them payable under the terms of the Call Off contract – see the Order Form. If you choose to pay travel and subsistence, these will automatically be capped at Civil Service rates.

Free additional services for the wider benefit of Central Government

Suppliers are also obliged to provide the following services free of charge to the Authority as a minimum. GLD will allocate these services for benefit of the Customers on behalf of the Authority. If Customers are interested in accessing these services it is suggested that contact is first made with either CCS or GLD.

- **Training:** Suppliers must provide to the Authority a minimum of 10 days of free training in every Contract Year throughout the Panel Period. This training may be bespoke or from the Supplier’s current portfolio of training and may be provided thorough various mediums.
- **Secondment Services:** Suppliers must make available a minimum of two suitable secondees per contract year as selected and agreed from time to time between the supplier and the Panel Customer, where the Panel Customer is receiving Ordered Panel Services. Secondees must be seconded for a minimum of six weeks to support the delivery of the Ordered Panel Services.
- **Free Legal Advice:** The Supplier must offer a volume free legal advice or training based on the percentage of aggregate spend. The volume has been bid by each Supplier so varies from Supplier to Supplier. This will then be allocated by GLD.
- **Exchange Scheme:** On request by GLD, and subject to the Supplier having accepted at least one Order under the Panel Agreement, the Supplier must make available suitably qualified and experienced Supplier Personnel for a minimum of two exchange schemes per Contract Year across the Panel Customer base, in exchange for an equivalent number of Panel Customer personnel to work with the Supplier.

In addition to the above services some Panel Suppliers have agreed to provide additional services such as additional rooms, leadership development etc.

Other paid for services which may be requested by Customers

If required, the Suppliers must also provide additional training to Panel Customers at Panel rates.

Other Panel Agreement terms to support Central Government

Removal from Panel for unreasonable refusal to accept Central Government orders: In order to ensure that the places on the Panel Agreement are held by suppliers which are committed to Central Government work, Suppliers may have their Panel Agreements terminated if they decline to accept a Direct Award or to participate in Further Competitions on more than 2 occasions in 12 months in relation to the Mandatory Specialisms, or more than 3 occasions in 12 months in relation to Optional Specialisms because they are using the required resources on non Government work, or have failed to improve their capacity/resources for Central Government work in response to an Authority requirement to do so. This information will be collected and collated by completion and submission of the Supplier Quarterly Scorecard by CCS.

Annual Supplier Self Audit: all Suppliers are required to undertake a thorough Annual Self Audit based on sampling and signed by a head of internal audit, finance director or external auditor to ensure that charges are made correctly, all appropriate discounts applied and MI correctly supplied, backed up by an obligation to allow the Authority to Audit and supply an Audit Report.

Benchmark Reviews: The Panel Supplier must carry out Benchmark Reviews of the Panel Services when requested by the CCS. However, CCS cannot request such a review during the first 24 month period of the Panel Agreement nor at intervals of less than 12 months after any previous Benchmark Review.

Audit: part of its contract management function, CCS has the right to conduct independent auditing of Suppliers' processes, procedures and application of their hourly rates. Customers should contact CCS if they believe that any particular Supplier should be audited. The Panel Suppliers should also provide CCS with a completed and signed Self Audit Certificate in respect of each Contract Year with an accompanying Audit Report.

Open Book Data: Suppliers must supply full open book data including the cost of providing their services, profit and expenditure, on request to the CCS. It should be noted that this can then be shared through 3rd party access with Customers.

HOW TO USE THE PANEL

Before using the Panel Agreement, Customers should satisfy themselves that it is appropriate to use external legal services for their requirements. The Attorney General has produced guidelines on the use of the private sector for Government legal work (please see "Attorney General's Guidelines On the Use of the Private Sector For Government Work" detailed below.

Customers should also consider whether Cabinet Office consultancy controls and any internal procedures for accessing external legal advice apply to their prospective procurement of legal services via the Panel.

Customers within Central Government should also consider whether requirements for services can be met by the Government Legal Department teams.

1.2 THE ATTORNEY GENERAL'S GUIDELINES ON THE USE OF THE PRIVATE SECTOR FOR GOVERNMENT LEGAL WORK.

These guidelines –

- set out the issues to be addressed when considering whether to use the Government Legal Service (GLS) or the private sector for particular types of legal work (paragraph 2);
- identify core-government work for the purposes of considering those issues (paragraph 3); and
- set out the procedures which should be followed in undertaking such a consideration (paragraph 4).
- These guidelines are addressed to all Government Departments, including the Health and Safety Executives and their Agencies, but not to Regulatory bodies or to the Competition Commission.
- Their guidelines do not apply to the use of Counsel and agent solicitors in day-to-day business, or to restrict the discretion of Legal Advisers to seek a second opinion.

1.3 THE ISSUES TO BE CONSIDERED

Broadly, Departments and Agencies should be ready to contract out legal work where –

- the necessary expertise does not exist in the GLS and there is no long term value in growing it;
- the GLS does not have the resources to do the work without undue delay; or
- it is more cost-effective for the work to be done in the private sector.

In considering whether to contract out legal work, the following factors and risks must be borne in mind:

- **Long-term value for money:** Departments and Agencies should satisfy themselves that they would receive a service which is cost-effective overall and of the right professional quality. The need to brief the external supplier, to keep the supplier in touch and to set up monitoring arrangements can add to cost.
- **The particular experience and expertise required for the job.** There are certain fields of law (eg. public law and many areas of EU and ECHR law) where experience suggests that legal advice provided in-house, which can exploit inter-departmental legal networks, is unlikely to be matched outside. Equally, there are other areas such as the commercial aspects of a PFI contract, where the relevant expertise lies in the private sector.
- The risk that the nature of out-sourced work will tie the Department or Agency to **one supplier**. An external monopoly may lead to excessive cost in the medium and longer terms.
- Possible **conflict of interest** between a Department or Agency and another client of the supplier. Although any technical conflict can frequently be avoided, there may also be issues of public perception.

- Whether in the opinion of the relevant Legal Adviser the work constitutes **core government work** (see “Core Government Work” below), in which case contracting out may not be in the Government’s interests and the Legal Adviser must refer the proposal to the Attorney General
- The **impact** of the proposal on the ability of the GLS to continue to provide an in-house service. If a proposed out-sourcing might, in the opinion of the Legal Adviser, have a significant impact on the overall service provided by the GLS, perhaps by reducing its critical mass, the Legal Adviser must refer the proposal to the Attorney General.

1.4 CORE GOVERNMENT WORK

- In this area the Government’s interests are likely to be best served by a continuing relationship of close confidence between Ministers and departmental Legal Advisers who, as specialists in public law, understand both the cross-Government implications of policy options and the public interest factors in play. Legal Advisers need to be involved in the development of policy in order to advise constructively and in order to minimise the risk of adverse judicial review of administrative action.

Core governmental work cannot be precisely defined. It will include, but is not restricted to, the following categories:-

- work with national security or other specially sensitive implications;
- work relating to major policy or constitutional issues;
- government to government and other international non-commercial work;
- work affecting the long-term interests of more than one department, eg. claims of public interest immunity;
- work where Cabinet Office co-ordination is necessary.

1.5 PROCEDURES

- In considering the source of provision of any legal service, therefore, the Legal Adviser to the relevant Department or Agency must be consulted at an early stage and their views sought on the application of these guidelines to the service under consideration.
- In all cases where it is decided to out-source work the Legal Adviser should be informed. It is desirable that he/she is given the opportunity to agree the specification and to approve the tendering arrangements. He/she should be invited to participate in the selection of the firm.
- Once a firm is selected, the Legal Adviser should be satisfied that monitoring arrangements are put in place by the Department, and that the risk of inconsistent advice being given to the Department has been minimised, establishing good working relationships between GLS lawyers and the firms concerned.
- Private sector firms, when instructing Counsel in litigation, must select Counsel from the Attorney General’s panels. When going off list they do not need to seek a nomination but should seek the views of the Legal Adviser.

Registration

Any Customer which is within the scope of enabled organisations in Appendix 2 which wishes to use the Panel Agreement must register as a Customer with CCS. This can be done online at <https://ccsforms.cabinetoffice.gov.uk/using-esourcing-suite-0> or by calling our Customer Service Desk, Tel: 0345 410 2222. There is no joining fee and no commitment to use the Panel even after registering. There is also no limit on the value or number of orders that can be placed through the Panel. Each individual wishing to use the panel and the e-sourcing tool must register separately.

1.6 Selecting Suppliers

Using Tier 1 and Tier 2

Customers should first identify their requirements and the legal specialism required so that it can identify whether it is a Mandatory Specialism or an Optional Specialism. If it is a Mandatory Specialism, all Suppliers are capable of providing the services required. Please note that the Mandatory and Optional Specialism descriptions are not definitive and each Specialism description is descriptive only, the ambit of the services covering all work within the main specialism heading.

Once the legal specialisms and other requirements, such as supply in specified locations, or deep specialisms within the Mandatory Specialisms, have been determined the capabilities of the Tier 1 Suppliers to meet the requirement should be assessed first. This should be done using the Prospectus of information which is supplied and updated by the Suppliers. This should be applied whether considering Direct Award or Further Competition.

All Panel Suppliers are required to prepare and host a Prospectus containing:

- the scope, depth and breadth of Services they offer including any Optional Specialisms
- details of the experience and background of the Supplier personnel providing the Panel Services
- a summary of the Supplier's experience and expertise in each of the Specialisms the Supplier provides over the last 3 years
- other information including key contacts and location of services.

The Prospectus will be hosted by the Suppliers and will be updated at least once every 6 months.

Please note that we do not condone the use of external rankings such as Legal 500 or Chambers in the selection of Suppliers from the Panel.

If no Tier 1 Supplier is able to deliver the services required for one of the reasons set out below:

- all Suppliers able to deliver the services have a conflict of interest in relation to a proposed Order which cannot be mitigated to the Customer's satisfaction; or
- no Supplier has adequate resources available to properly service the services; and/or
- no Supplier has the required level of expertise in the types of legal services, areas of legal practice and/or industry sector specialisms necessary.

You may then assess the capabilities of the Tier 2 Suppliers and award the proposed Legal Services Contract to a Tier 2 Supplier, provided you keep full written reasons for your decision, which may be required by CCS/GLD in order to assess the proper working of the Panel.

1.7 Defining Scope and Requirements

The key stage in a successful call off exercise from the Panel is the careful and thorough definition of the requirements for legal services to be outsourced, especially in the case of large and complex instructions where there is a risk of work extending beyond the initial brief. These should include:

- defining any areas where advice will be provided by the in-house team and is not within the scope of the Supplier's instructions such as advisory or legislative advice
- specifying the structure of external legal team you require to support you
- considering whether you require project management of the legal services being delivered, if these are complex and span a number of different areas of advice
- details of how you propose to manage the Supplier and keep up to date with work undertaken, risks, issues, costs etc.
- considering the specialisms, grades and roles of Supplier Key Personnel you will require
- considering whether require the Supplier to engage with Project or Programme Management in the Department, with input into specific processes such as Gateway processes, risk registers etc.

2. Ordering Procedure

1. Consider your requirements
2. Consider who on Tier 1 can meet them
3. Establish how you want to award

Once the requirements have been established and the capability of Suppliers to supply those requirements has been assessed, there are different ordering procedures available under the Panel Agreement. Customers have discretion as to how they procure from the Panel Agreement provided that for both direct ordering and further competition procedures, Customers ensure that orders are placed in accordance with the ordering procedures laid down in the Panel Agreement, which are summarised below.

Your choice of ordering procedure should be influenced both by your requirement and the number of Suppliers that may be able to meet it, for example if only one supplier can meet your requirement then a direct award is more appropriate. It is for Customers to satisfy themselves as to compliance with the relevant legal requirements. You may need to obtain your own in-house legal advice on which approach is most appropriate in your circumstances.

All Suppliers awarded a place on the Panel have already been evaluated on the basis of offering best value for money, based on two key elements:

- **non-financial criteria** – the Supplier's capability, consisting of expertise and management capability; and
- **financial criteria** - an assessment of the fee rates charged by the Supplier.

Therefore Customers' evaluation criteria should concentrate on the Supplier's capability and cost in relation to their specific requirements.

2.1 Direct Award procedure

Customers may select and place an order with a single Supplier without a further competition, on the basis of the information set out in the Supplier prospectuses. Such award will be at Suppliers' Panel prices. The Customer may choose a Supplier with whom to place an order by reviewing the

Suppliers' Prospectuses to determine which Supplier is best able to meet the Customer's identified requirements. Full rules on this are set out in Schedule 5 of the Panel Agreement.

Please note that although you may negotiate any combination of fixed, capped fees and hourly/daily/monthly rates on direct awards, you may not negotiate discounts to the actual hourly/daily/monthly rates as this would require a competition. All direct awards will be at published hourly/daily/monthly rates. The Panel Supplier rates represent the maximum rates that may be charged and therefore direct award will not always be cost effective. Wherever possible Customers are urged to utilise the most cost effective rate, in particular the Daily or Monthly rates.

Customers must always satisfy themselves that value for money is being achieved through this approach and that a single tender is acceptable under their own internal and any relevant Government processes.

2.2 Further Competition procedure

A further competition may be held with a minimum 4 Suppliers invited to tender for the Customer's requirements who should be Tier 1 suppliers unless fewer than 4 Tier 1 suppliers are capable of supplying the requirement. The Customer may opt to run the further competition itself or request CCS to assist it.

The further competition process may be more appropriate for more complex, larger and/or higher value requirements where you wish to test different approaches or capabilities. It is also an opportunity to have a further competition on price and value for money that can be obtained from Suppliers. A further competition process under the Panel will still be far less resource intensive and much more rapidly executed than a full open procurement exercise.

Any Customer intending to award a Legal Services Contract under the Panel Agreement through a Further Competition Procedure is required to:

- Develop a Statement of Requirements setting out its requirements for the Panel Services;
- Set its evaluation criteria, including the basis of any further competition on price;
- Consider whether any specific conditions to the standard Call Off Contract terms and conditions are required;
- Identify the Panel suppliers capable of supplying the required Panel Services using the Panel suppliers' Prospectuses;
- Invite tenders by conducting a Further Competition Procedure for its requirements
- Invite the Panel suppliers identified to submit a tender in writing for each proposed Legal Services Contract to be awarded by giving written notice to the relevant Supplier Representative of each supplier;
- Set a time limit for the receipt by it of the tenders which takes into account factors such as the proposed Legal Services Contract and the time needed to submit tenders; and
- Keep each tender confidential until the time limit set out for the return of tenders expires.
- Apply the Further Competition Award Criteria to the Panel Suppliers' complaint tenders submitted through the Further Competition Procedure as the basis of its decision to award a Legal Services Contract.
- award its Legal Services Contract to the successful Supplier
- Provide the unsuccessful Panel suppliers with written feedback within thirty (30) days of the date of award in relation to the reasons why their tenders were unsuccessful.

The basic criteria which a Customer may apply on a Further Competition are set out in Schedule 6 Part B, but these may be supplemented by additional appropriate criteria. Price is one area which may be competed under a Further Competition and Customers should not that under the terms of the Panel Agreement Suppliers may not bid higher rates than the Panel prices.

For a complex requirement Customers may wish to talk to all Suppliers (Tier 1 Suppliers in the first instance) before you send the invitation to tender for a Further Competition so that:

- they understand the requirement;
- you have confirmation that what you are asking for is feasible;
- you know that they are interested and able to bid (i.e. that they have available resource with appropriate experience and skills and there are no conflicts of interest issues);
- there is some awareness of price expectation on both sides; and
- there is an understanding of the time-scales (i.e. how long does the Supplier need to provide a reasonable proposal and length of assignment).

Customers should ensure that orders are placed in accordance with the principle of achieving best value for money. This is necessary to ensure compliance with EU Procurement rules as well as Governmental best practice. You may wish to consider e-Auction for commercial elements.

Customers must treat all potential Suppliers fairly and equally without discrimination and allow a reasonable amount of time for proposals to be submitted. Proposals must remain confidential until the time limit has expired and where requested, you should give feedback to Suppliers in support of your decision.

2.3 Shortlisting Suppliers for Further Competition procedures

Suppliers may:

- invite all Tier 1 Panel Suppliers to tender for the required Panel Services; or
- identify and invite at least four (4) suppliers capable of supplying the required Panel Services using the suppliers' Prospectuses. If any Panel Customer is not able to identify and invite at least four (4) such suppliers, it shall invite all suppliers to tender for the required Panel Services which are able to supply the required services.

2.4 E-auctions

The Panel Agreement also provides for E-Auctions and contains rules for these. CCS has an E-Auctions team that will be able to provide additional assistance in this respect.

2.5 Establishing a Rota of Suppliers

Customers may wish to consider awarding call-off contracts for more than one Supplier to meet recurring needs for specific legal services, with work then allocated between suppliers on a rota or other fair and transparent basis. However, Customers will only be able to have a rota of Tier 1 Suppliers at first instance or a rota of Tier 2 Suppliers if a Rota of Tier 1 Suppliers is not available. A rota should never include both Tier 1 Suppliers and Tier 2 Suppliers. Therefore, if only one Tier 1 Supplier is capable of providing the service, a rota will not be appropriate.

Rotas should be set up in a way which is demonstrably transparent and fair and ensures equal treatment of capable Suppliers with the relevant legal specialism. Customers may appoint them following a Further Competition, or through a Direct Award on the basis of information set out in their Prospectuses. However, Customers may not use the ranking that the Suppliers were awarded within their relevant Tier under the Panel Agreement as a basis for appointment.

If a Rota is adopted, Customers should re-evaluate the suitability of Suppliers at sensible intervals. Equally, on the expiry of a rota the requirement should be re-competed.

2.6 Use of alternate fee arrangements on a Call Off exercise

The use of AFA (Alternative Fee Arrangements) is encouraged in all applicable circumstances. The Panel sets maximum rates for all Suppliers on the basis of hourly, daily and monthly charges. In addition Customers may also award contracts on a Direct Award or Further Competition based on alternate fee arrangements including capped prices, fixed fees or a combination of these. However, Customers may not seek reductions from the Panel rates on a Direct Award.

2.7 Responsibility for Awards

Each Customer is independently responsible for the conduct of its award of call-off contracts under Legal Services Contracts under this Panel Agreement. CCS is not responsible or accountable for and will have no liability whatsoever in relation to:

- the conduct of Customers in relation to the Panel Agreement; or
- the performance or non-performance of any Legal Services Contract between a Supplier and a Customer entered into pursuant to the Panel Agreement.

3. PLACING AN ORDER UNDER A CALL OFF CONTRACT

Once a Call Off process has been completed a Customer will award a Legal Services Contract to the Supplier by sending (including electronically) a signed and completed Order Form in the form set out in Panel Schedule 4: Template Order Form and Template Terms and Conditions. The Template Order Form includes a set of notes which guide Customers through the key provisions which should be included.

If the Supplier is a Group of Economic Operators, Customers should establish which Suppliers are involved in supplying the services (see Appendix 1 for Panel Suppliers List) required and the role each firm plays in this supply and how this affects delivery of services.

On receipt of the countersigned Order Form from the Supplier, the Customer shall send (including by electronic means) a written notice of receipt to the Supplier within two (2) Working Days and the Legal Services Contract shall be formed with effect from the Commencement Date stated in the Order Form.

4. THE TERMS AND CONDITIONS OF STANDARD CALL OFF CONTRACT

The Standard Call Off Contract is at Schedule 4 to the Panel Agreement and comprises the Order Form and Call-Off terms contained in Schedule 4 (Template Order Form and Call-Off Terms and Conditions), which forms part of the Panel agreement between CCS and each Supplier. It will constitute the entire understanding between you, as the Customer, and the Supplier relating to the services ordered. A summary of the key terms is set out below.

4.1 Amending the Standard Call Off terms and conditions

Customers should consider whether they require any special terms or amendments to these terms and make these in advance of commencing their Call Off process, ensuring they are communicated to all Suppliers involved in the Call Off process before bids are invited.

For example, a Customer may decide to allow a Supplier to claim travel costs or travel time (which are normally not claimable over and above Panel rates).

Amendments must not include any such variations or supplementary terms that represent a substantial amendment or material variation to the Call-Off Contract terms.

Customers should also be aware that changes to the standard call-off contract terms could lead to increased costs and lengthen the timescale for the procurement, as Suppliers need to assess the implications of the changes and undertake risk analysis. You should therefore only use variations and/or supplementary terms that are specific to the matter when they are really needed. They should be set out in an appendix to the Order Form and where they supersede an existing term this must be stated explicitly.

Customers should also note that the Panel agreement allows variations and or supplementary terms to be added as part of call off contract.

Variations and supplementary terms can be proposed only by the Customer – they cannot be proposed by the Supplier. Suppliers are not obliged to accept variations and or supplementary terms and acceptance of any proposed term should be detailed in their proposal.

5.CHARGING ARRANGEMENTS

5.1 Fee Rates

The Panel Agreement contains the Panel Prices, for Paralegal & Trainee, Junior Solicitor, Solicitor/Associate, Senior Solicitor/Senior Associate/Legal Director, and Partner for each Panel Supplier. The same rates apply to all the different Mandatory and Optional Specialisms, giving simplicity of charging and invoicing. The rates are available from the CCS following registration. Please note that these rates are commercially confidential and should not be distributed. In particular they should not be circulated among Suppliers so they can see each other's rates.

Suppliers have bid prices for Hourly, Daily and Monthly Rates and Customers should consider carefully which represents best value for money for their requirement. Customers should note that often, the rates for longer periods of time are better value for money, but clearly this requires a greater commitment to work for the Customer.

These prices apply to any Direct Award and represent the starting point for any Further Competition on price. Any prices submitted in relation to a Further Competition Procedure held in accordance with the Ordering Procedure shall be equal to or lower than the Panel Prices.

Hourly rates are based on a standard hour of 60 mins. Daily rates are based on 8 hours and above and monthly rates are based on a standard 20 days. Where ever possible and applicable Daily and Monthly rates should be utilised.

5.2 Discounts

All Suppliers have offered during the bidding process discounts for volumes of work/spend secured under the Panel Agreement. Under the terms of the Panel Agreement these discounts are built into the Hourly Panel rates up front to produce a net hourly rate which is the rates in the respective tables.

5.3 Expenses – (excluding travel costs, time and subsistence)

The Panel Prices include all costs and expenses relating to the Panel Services provided and no further amounts shall be payable. In respect of a Legal Services Contract, the Panel Supplier will

be entitled to be paid the following: Reimbursable Expenses (as set out in Schedule 3 Pricing), Disbursements, any additional training costs and Secondment Charges provided that such costs are supported by Supporting Documentation and that the Customer has stipulated in the Order Form that such costs are payable.

5.4 Travel costs, time and subsistence

Under the Panel Agreement, Services must be supplied anywhere in England and Wales and costs for travel expenses, travel time may not be claimed by Supplier in addition to Panel rates unless otherwise agreed in the Call Off contract. This enables Customers to agree to pay travel costs if they wish to. Secretarial supports and photocopying are also included in Panel rates. Other disbursements may only be incurred and claimed with the authorisation of the Customer.

The Supplier may instruct barristers from the Attorney General's Panels of counsel only once written approval (including in relation to the specific barrister's nomination) has been provided by the relevant Customer.

In the event written approval is granted by the Customer, the Attorney General Panel counsel's fees will apply to the instructed Panel counsel members.

5.5 Supplier obligation to review work for efficiency and cost reduction

Suppliers are under an ongoing obligation to review regularly their instructions, the lawyers undertaking it, and to ensure that they are acting efficiently and providing value for money, including re-use of other Central Government work where possible.

5.6 Key Personnel

If a Supplier seeks to remove Key Personnel specified in the Order Form they may only be removed or replaced with the Customer's consent (which must not be unreasonably withheld) and 3 month's notice must usually be given.

5.7 Other Terms of Contract

Set out below is a summary of the key terms relevant to the delivery of all services in accordance with the dates to be set out in the Order Form.

- Unless otherwise agreed in the Order Form the Customer must pay the Supplier all the charges following successful completion of the contracted work set out in the order within 30 days of receipt of a valid invoice.
- The Supplier must disclose to the Customer any actual or potential conflicts of interest arising from the Supplier's provision of the services immediately on becoming aware of the relevant conflict or potential conflict.
- The Supplier must not appoint Key Sub-Contractors without approval. However, if a supplier proposes to use a normal sub-contractors notification must be provided and an objection can be raised.
- Suppliers must not issue any publicity statements concerning specific assignments and Legal Services Contracts without gaining the prior written approval of the Customer.

The Customer may, at any time, by notice in writing, terminate the contract, or a part of it, as from the date of service of such notice of termination. Details relating to contracts terminated without default on the part of the Supplier, can be found at 11.5.2 Panel Agreement Schedule 4 Order Form.

5.8 Financial arrangement between CCS and Suppliers

In consideration of CCS establishing, managing and administering the Panel Agreement, Suppliers are required to pay CCS a management charge of 1.5% of any charges for their services in respect of which they invoice Customers (net of VAT).

Chapter 9 of the SRA Code of Conduct (the “**Code**”) applies whenever a firm of solicitors has an arrangement with a third party who introduce business to the firm and/or with whom the firm shares its fees. These provisions are aimed at protecting the trust on which the solicitor/Customer relationship is built from anything which might jeopardise that trust, for example, by compromising the firm’s independence or its professional judgement. The provisions are directed primarily at catching referral fees (which can compromise a solicitor’s independence) but may also catch arrangements of the type CCS has with the Suppliers on the Panel.

Under Chapter 9 of the Code, the Suppliers are required to ensure that Customers are informed of any financial or other interest which CCS has in any referral of Customers to Suppliers and that Customers are informed of any fee sharing arrangement that is relevant to their matter. In order to help the Suppliers comply with that obligation, CCS is therefore giving you the following information:

- as outlined in paragraph 5.8.1, CCS has a financial arrangement with each of the Suppliers; and
- the amount each Supplier is required to pay CCS under the Panel is a sum equal to 1.5% of any charges for their services in respect of which they invoice you (net of VAT).

6 MANAGEMENT INFORMATION

6.1 Performance Management

In order for CCS to carry out its contract management functions, certain management information will be required from both Suppliers and Customers. CCS will monitor Customer satisfaction with the Suppliers’ performance across the range of legal services covered by the Panel Agreement. It will also assess the Suppliers’ ongoing ability to meet Customer requirements. CCS will provide regular updates to Customers and Suppliers which may include news items, details of any overarching Panel Agreement contractual changes and management information.

6.2 Information Required from Suppliers

Suppliers are required to they maintain systems and processes to provide timely and accurate Management Information (MI). Suppliers are required to complete and submit the MI template by the 7th of every month. Information requested is detailed below;

Management Reports, including the following details:

- number of orders placed in the preceding reporting period;
- description of the matter and the services to be delivered;
- a record of the charges invoiced in the preceding reporting period on a Customer by Customer basis; record of the overall charges invoiced to all Customers including expenses and disbursements
- record of the practitioner grade invoiced
- record of the hours per grade
- confirmation of the method of procurement.

The authority may also request:

- details of the number and nature of any complaints from any Customer;

- a forecast of the charges expected to be paid by all Customers for the forthcoming reporting period;
- record of any failure to provide services in accordance with the relevant call-off contract;

Suppliers should notify the authority if any key individuals leave or are likely to leave its employment or if a key individual will be unavailable for a period exceeding one month; and

Attendance at Authority service review meetings, GLD SRM quarterly reviews, which are all non chargeable by the Panel Suppliers, with CCS on an agreed basis.

Panel Customers are also required to provide CCS with the following:

- details of any major, material and or high profile procurements planned to be sourced via the Panel Agreement or as separate procurement exercises;
- a record of any significant failures by any Suppliers to provide services in accordance with a call-off contract;
- a completed annual survey form;
- confirmation that the management information provided on your use of the Panel is accurate and complete; and
- changes to Customer contact details so that records can be updated promptly ensuring that all information goes to the correct person within the Customer's organisation.

General, non-sensitive information with respect to spend and savings will be made available to Panel Customers. Panel Customers can also request sight of their own specific information in relation to spend.

7 CONTACT INFORMATION

For further information contact the CCS Customer Service Desk: Tel: 0845 410 2222

The Framework Manager is Lucy Williams

Email legal.services@crownccommercial.gov.uk

Website: <http://ccs.agreements.cabinetoffice.gov.uk>

E-mail: legal.services@CCS.gsi.gov.uk

Appendix 1 RM3786 General Legal Services Panel Suppliers

Tier One Panel Suppliers	Tier Two Panel Suppliers
Bond Dickinson LLP	Bevan Brittan LLP†
Burges Salmon	Browne Jacobson LLP
DAC Beachcroft LLP	Fieldfisher LLP
Dentons UK EMEA LLP	Hogan Lovells International LLP
DLA Piper	Simmons and Simmons
Eversheds	Slaughter and May
Gowling WLG (UK) LLP	
Linklaters LLP	
Mills & Reeve LLP	
Pinsent Masons LLP	
PWC LLP **	
TLT LLP	

**Tier 1 - Group of Economic Operators members	†Tier 2 - Group of Economic Operators members
PwC LLP , Holman Fenwick Willan LLP, Howes Percival LLP and Sharpe Pritchard LLP	Bevan Brittan LLP and Shoosmiths LLP

Appendix 2 (Authorised Panel Customer List)

1. The following organisations are authorised and enabled to use the Panel:
 - All Ministerial and Non Ministerial UK Government Departments, including their Executive Agencies and other subsidiary bodies;
 - Other parts of Central Government holding Crown Status employing Civil Servants;
 - All non-Crown Status Government Companies wholly or partly owned by Central Government Departments and their subsidiaries;
 - The non-Departmental Public Bodies, other Public Bodies, Public Corporations and their subsidiary bodies sponsored by Central Government Departments which are not covered by the above categories but are named at paragraph 2 of this Appendix 2;
 - Any successor bodies to any of the above; and
 - All new bodies created which fall within the criteria set out above.
2. The non-Departmental Public Bodies, other Public Bodies, Public Corporations and their subsidiary bodies sponsored by Central Government Departments are listed below:

Advisory Conciliation and Arbitration Service (ACAS)
Arts and Humanities Research Council
Bank of England
Biotechnology and Biological Sciences Research Council
BIS (Postal Services Act 2011) Company Limited
BPDTS Limited
British Business Bank PLC (and Capital for Enterprise Limited. now part of BBB)
British Tourist Authority
Building Regulations Advisory Committee
Care Quality Commission (CQC)
Centers for Disease Control and Prevention limited
Chequers Trust
Chevening Estate/Trust
Children and Family Court Advisory Service
Civil Nuclear Police Authority
Civil Service Arbitration Tribunal
Civil Service Commission
Coal Authority
College of Policing
Commission for Local Administration
Committee on Climate Change
Commonwealth Scholarship Commission
Competition and Markets Authority
Construction Industry Training Board
Criminal Cases Review Commission
Crown Commercial Services
CTRL Section 1 Finance plc
Defence Equipment and Support
Diamond Light Source
Directly Operated Railways Limited
Disabled People's Employment Corporation (GB) Limited
Disclosure and Barring Service
Dorneywood Trust
Economic and Social Research Council
Engineering and Physical Sciences Research Council
English Tourist Board
Environment Agency
Equalities and Human Rights Commission
Financial Reporting Council
Fire Services College
Gangmasters Licensing Authority
Government Communications Headquarters

Groundwork Trusts (en bloc)
Groundwork UK
Health Education England HEE)
Her Majesty's Inspectorate of Constabulary
Her Majesty's Passport Office
High Speed 2 Limited
Higher Education Funding Council for England (HEFCE)
HM Crown Prosecution Service Inspectorate
HM Treasury UK Sovereign Suk uk plc
Homes and Communities Agency
Independent Chief Inspector
Independent Commission For Aid Impact (ICAI)
Independent Housing Ombudsman Limited
Independent Police Complaints Commission
Industrial Injuries Advisory Council
Information Commissioner's Office
Intelligence Services Commissioners Office
Judicial Appointments and Conduct Ombudsman
Judicial Appointments Commission
Judicial Office
Law Officers
Lease Conferences Limited
Legal Services Board
Legal Services Ombudsman
Local Ed Property Limited
Local Government Boundary Commission for England
London Continental Railways Limited
Low Carbon Contracts Company Electricity Settlements Company
Low Pay Commission
Marine Management Organisation
Medical Research Council (MRC)
Migration Advisory Committee
Monitor
National Employment Savings Trust (<i>NEST</i>)
National Health Service Trust Development Authority
National Savings & Investments
Natural England
Natural Environment Research Council (NERC)
NHS Blood and Transplant
NHS Business Services Authority
NHS Digital (HSCIC)
NHS England,
Nuclear Decommissioning Agency
Nuclear Decommissioning Authority Archives Limited
Office for Fair Access
Office for Nuclear Regulation
Office for the Commissioner of Public Appointments
Office of the Immigration Services Commissioner
Official Solicitor and Public Trustee
Parole Board
Pension Protection Fund
Pensions Advisory Service
Pensions Ombudsman
Pensions Regulator
Planning Inspectorate
Rail Accident Investigation Branch
Research Council UK Shared Services Centre Limited
Research Councils (En Bloc)

Revenue and Customs Digital Technology Services
Science and Technology Facilities Council Innovations Limited
Security and Intelligence Services
Security Industry Authority
Shared Services Connected Limited
Social Security Advisory Committee
Student Loans Company
The Chief Inspector of the UK Border Agency
The Children and Family Court Advisory and Support Service
The Committee for the Protection of Animals Used for Scientific Purposes
The Crime Concern, Marks and Spencer, Groundwork Partnership (t/a Youth Works)
The Leasehold Advisory Service
The National Archive
UK Asset Resolutions
UK Atomic Energy Authority
UK Commission for Employment and Skills
UK Financial Investments Limited (UKFI)
UK Government Investments Financing plc
Urban Development Corporations
Valuation Office Agency
Youth Justice Board for England and Wales

Appendix 3 (Mandatory Specialisms)

Mandatory Specialism No.	Service	Scope
1	Public law	<p>All aspects of public law including but not limited to:</p> <ul style="list-style-type: none"> a) powers and functions of Central Government including state aid and equalities law; and b) the devolved powers of the Welsh Assembly, Scottish Parliament and Northern Ireland Assembly and sub national devolution as these relate to other Mandatory Panel Services, but excluding the specific devolved laws of such jurisdictions.
2	Contracts	<p>All aspects of contracts and contract law including commercial contracts and other commercial arrangements including but not limited to:</p> <ul style="list-style-type: none"> a) advising on, drafting and negotiating agreements relating to commercial activities including supply of goods and services, outsourcing/contracting out of services, manufacturing, agency and distribution, concession contracts, shared services arrangements, joint ventures and grants; b) supporting relationships including advising on rights and obligations, changes, termination/exit and transition between suppliers and advising on complex commercial/contractual reorganisations and restructuring including novation's, assignments and changes in ownership; and c) advising on public infrastructure regulation such as UK/EU regulation relating to energy, water, transport and telecommunication industries necessary to support commercial transactions and/or arrangements.
3	Competition law	<p>All aspects of competition law including but not limited to:</p> <ul style="list-style-type: none"> a) contentious and non-contentious advice and support in relation to EU, domestic and international competition law, including cartels, abuse of a dominant market position, State Aid and merger control.

4	Construction law	All aspects of construction law including but not limited to: a) advice and support in relation to construction and infrastructure projects.
5	Corporate law	All aspects of corporate law including but not limited to: b) company law; c) public and private company transactions (including mergers & acquisitions and corporate finance); d) share acquisition, disposals, capitalisations; e) entity selection and formation of Government companies and Government joint ventures and venture capital advice; f) directors' duties; g) company secretarial services; h) operating and partnership agreements, mutual; i) securities and governance matters; and j) restructuring of ownership and complex and innovative legal structures and initiatives.
6	Dispute Resolution	a) dispute handling and resolution against and on behalf of Panel Customers including alternative dispute resolution, arbitration, mediation, contractual resolution procedures, advocacy and early advice on disputes.
7	Employment law	All aspects of employment law including but not limited to: a) non-contentious employment matters relating to TUPE, COSOP, redundancies, restructuring, outsourcing, changes in terms and conditions, and reorganisations; and b) contentious employment law including litigation and dispute resolution.
8	Environmental law	All aspects of environmental law including but not limited to: a) litigation, advisory and transactional support for on environmental matters including due diligence, planning, inquiries and regulatory compliance.
9	EU law	All aspects of EU law including but not limited to: a) contentious and non-contentious advice.
10	Information law including data protection law	All aspects of information law including but not limited to: b) the law surrounding the use and control of information by public and private sector bodies, including domestic and EU data protection legislation; c) international data transfers; d) data protection laws, data requests and complying with the principles of transparency; and e) Freedom of Information.
11	Information technology law	All aspects of information technology law including but not limited to: a) information technology and telecoms procurement and contracting; b) design, development, maintenance and support contracts; c) re-structuring of contracts and/or services; d) exit and migration/transition; and e) hardware purchasing, software licensing, managed services, E-commerce, cloud based services, convergent technologies and the internet.
12	Intellectual property law	All aspects of intellectual property law including but not limited to: a) contentious and non-contentious support and advice relating to patents, copyright, trademarks, trade secrets and rights in confidential information, database rights, design rights, and other forms of intellectual property; and b) assignment and licensing of rights and commercialisation and exploitation of intellectual property.
13	Litigation	All aspects of litigation including but not limited to: a) civil litigation against and on behalf of Panel Customers including alternative dispute resolution, arbitration,

		mediation, contractual resolution procedures, advocacy and early advice on disputes.
14	Non complex finance (determined by reference to the following factors: value, significance, importance and profile).	All aspects of non complex finance matters including but not limited to: a) advising on general banking matters (domestic and overseas, including loan agreements, guarantees and security arrangements), trade finance and financial litigation.
15	Outsourcing	All aspects of outsourcing arrangements, including but not limited to: a) first and subsequent generation and insourcing, (including information technology outsourcing and business process outsourcing).
16	Partnership law	All aspects of partnership law including but not limited to: b) contentious and non-contentious partnership matters.
17	Pensions law	All aspects of pensions law including but not limited to: a) private and public sector pension schemes; b) the Civil Service Pension Scheme; and c) associated policies and guidance such as Fair Deal and New Fair Deal (or any replacements thereof).
18	Planning law	All aspects of planning law including but not limited to: a) planning strategy; b) development projects and schemes; c) applications for development, construction and change of use; d) compulsory purchase orders and s106 agreements; and e) planning/development inquiries and appeals.
19	Projects/PFI/PPP	Projects including but not limited to: a) co-ordinated end to end legal services from any of the categories set out in this Appendix 3 (Mandatory Specialisms); and b) sector specialist advice (if provided) to support projects, including PFI and PPP and appropriate project management of legal contribution.
20	Public procurement law	All aspects of public procurement law including but not limited to: a) the application of domestic and EU public procurement law; and b) end-to-end support on procurement exercises, including drafting specifications, evaluation criteria, tender documentation and associated procurement and contractual documentation.
21	Real estate and real estate finance	All aspects of real estate and real estate finance including but not limited to: a) crown, commercial and residential real estate including investment, site/property re/development, acquisition and disposal (including relevant tax advice), compulsory purchase, freehold, leasehold and licenses, land/ranges landlord and tenant matters, social housing; and b) real estate litigation.
22	Restructuring/ Insolvency	Restructuring/Insolvency including but not limited to: a) supplier, partner and supply-chain insolvencies and re-structuring.

23	Tax law	Tax law including but not limited to: a) the application of direct and indirect taxation.
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Appendix 4 (Optional Specialisms)

Optional Specialism No.	Service	Scope
1	Education law	<p>Education law including but not limited to:</p> <p>a) all aspects of education law, including (but not limited to) early years, all aspects of schools and schooling, school workforce, special educational needs, admissions, exclusions, Equalities issues, pupil/student related litigation, governance and reorganisation issues, inspection and regulation, finance and funding issues, higher and further education, student finance, and education-focused charity, contract and property law issues relevant to the educational sector.</p>
2	Child law	<p>Child law, including but not limited to adoption, social work, child-related and child protection issues.</p>
3	Energy and natural resources	<p>Energy (including mining and nuclear) and natural resources including but not limited to:</p> <p>all aspects of energy and natural resources including the permitting, development, financing, taxation, contracting, licensing, management, operation, environmental, climate change impacts and regulatory issues relating to:</p> <ul style="list-style-type: none"> ○ oil and gas, including unconventional oil and gas; ○ electricity generated by whatever means, including renewables; ○ energy efficiency measures; ○ nuclear, including disposal issues; ○ coal mining and power; ○ research and innovation related to energy; and ○ water, air and land use, including emissions and pollution

4	Food, Rural and Environmental Affairs	<p>Including but not limited to:</p> <ul style="list-style-type: none"> a) water, air and land use, including emissions and pollution; b) water services and quality; c) flooding; d) waste and recycling; e) fisheries and marine; f) food and farming; g) animal and plant health and animal welfare; and h) wildlife.
5	Franchise law	<p>All aspects of franchise law including but not limited to:</p> <ul style="list-style-type: none"> a) the design and establishment of franchise arrangements; and b) advice on contentious and non-contentious aspects of franchise agreements.
6	Health and Healthcare	<p>Healthcare including but not limited to healthcare commissioning, all transactional, litigious and regulatory issues relating to Central Government and the NHS.</p> <p>Excluding personal injury, mental health law.</p>
7	Health and safety	<p>All aspects of health and safety law including but not limited to:</p> <ul style="list-style-type: none"> a) contentious and non-contentious health and safety matters, including regulatory and criminal investigations, public inquests, health and safety at work, food safety, fire safety and associated issues.
8	Life sciences	<p>Life Sciences including but not limited to all transactional, litigious and regulatory issues relating to issues, pharmaceuticals, medical devices and biotechnology including licensing and acquisition of new products.</p>
9	Public inquiries and inquests	<p>Public inquiries and inquests including but not limited to:</p> <ul style="list-style-type: none"> a) acting as the solicitor to public inquiries (statutory and non-statutory) and inquests including: carrying out the role of a solicitor under the Inquiry Act 2005 and Inquiry Rules 2006 including in relation to the assessment of awards of legal costs to core participants; providing legal advice and support to Inquiry Chairs on all legal aspects relating to the inquiry; instructing and working with Inquiry Counsel and monitoring the Inquiry's own legal spend; management and collation of documentation including the maintenance of the Inquiry record, the provision and management of virtual data rooms and/or e-disclosure, and facilitating the transfer of the inquiry record to the appropriate public record office; devising and implementing fair and robust procedures and protocols for the conduct of the inquiry; conducting the response to any judicial review brought against the Inquiry Chair; b) providing legal support to serving and former ministers and civil servants responding to inquiries and inquests where a conflict prevents the GLD from doing so, including taking witness statements, providing legal advice and support, instructing counsel to represent the interests of individual witnesses where required, advising on and responding to warning letters.

10	Telecommunications	Telecommunications including but not limited to contentious and non-contentious advice and support on commercial, regulatory, compliance, transactional and intellectual property matters concerning telecommunications.
11	The law of International trade, investment and regulation	All aspects of the law and practice relating to international trade agreements, investments and associated regulations.
12	Public international law	All aspects of public international law.

Appendix 5 (Panel Suppliers Optional Specialisms Matrix)

RM3786	Bevan Brittan	Bond Dickinson	Browne Jacobson	Burges Salmon	DAC Beachcroft	Dentons	DLA Piper	Eversheds	Fieldfisher	Gowling	Hogan Lovells	Linklaters	Mills & Reeve	Pinsent Mason	PwC	Simmons & Simmons	Slaughter & May	TLT LLP
Education Law	x	x	x	x	x	x	x	x			x		x	x	x	x		x
Child Law			x	x		x							x		x			x
Energy and Natural Resources		x	x	x		x	x	x	x	x	x	x	x	x	x	x	x	x
Food, Rural and Environmental Affairs		x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Franchise Law		x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Health and Healthcare	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x		x
Health and Safety	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Life Sciences		x	x		x	x	x	x	x	x	x	x	x	x	x	x	x	
Public Inquiries and Inquests	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Telecommunications	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
law of International Trade, Investment and Regulation		x		x	x	x	x	x	x	x	x	x			x	x	x	x
Public International Law		x				x	x	x	x	x	x	x			x	x	x	x

PANEL AGREEMENT SCHEDULE 1: DEFINITIONS

1. In accordance with Clause **Error! Reference source not found.** (Definitions), in this Panel Agreement including its have the following meanings:

"Admin Fees"	means the costs incurred by the Authority in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the Authority at the following link: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees ;
"Affiliates"	means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time; and "Affiliate" shall be construed accordingly;
"Approval"	means the prior written consent of the Authority and "Approve" , "Approves" and "Approved" shall be construed accordingly;
"Audit"	means an audit carried out pursuant to Clause Error! Reference source not found. (Records, Audit Access and Open Book Data);
"Audit Report"	means a report summarising the testing completed and the actions arising following an Audit;
"Auditor"	means the Authority, and/or Other Panel Customers who is a party to a Legal Services Contract, and/or the National Audit Office and/or any auditor appointed by the Audit Commission, and /or the representatives of any of them;
"Auditor General"	means currently the body that scrutinises central Government expenditure;
"Authority"	means THE MINISTER FOR THE CABINET OFFICE ("Cabinet Office") as represented by Crown Commercial Service, a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
"Authority Cause"	means any breach of the obligations of the Authority (including but not limited to any fundamental breach or breach of a fundamental term) or any other default, act, omission, misrepresentation, negligence or negligent statement of the Authority in connection with or in relation to this Panel Agreement or the subject matter of this Panel Agreement and in respect of which the Authority is liable to the Supplier;
"Authority Personal Data"	means any Personal Data supplied for the purposes of or in connection with this Panel Agreement by the Authority to the Supplier;
"Authority Representative"	means the representative appointed by the Authority from time to time in relation to this Panel Agreement; and " Authority Representatives" shall be construed accordingly;

"Authority's Confidential Information"	means all Authority Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know How, personnel, and suppliers of the Authority and/or Other Panel Customers, including all IPR, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably to be considered to be confidential;
"BCDR Plan"	means the plan in set out in Panel Agreement Schedule 23 (Business Continuity and Disaster Recovery);
"Branding Guidance"	means the Authority's guidance in relation to the use of branding available at http://gcloud.civilservice.gov.uk/files/2012/10/supplier-guides-April-2012.pdf
"Call Off Guarantee"	means a deed of guarantee in favour of a Panel Customer in the form set out in Panel Agreement Schedule 13 (Guarantee) and granted pursuant to Clause 3 of the Template Terms and Conditions;
"Call Off Guarantor"	means the person acceptable to a Panel Customer to give a Call Off Guarantee;
"CEDR"	means the Centre for Effective Dispute Resolution;
"Central Government Body"	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none"> a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Change in Law"	means any change in Law which impacts on the supply of the Panel Services and performance of the Template Terms and Conditions which comes into force after the Panel Commencement Date;
"Change of Control"	means either: <ul style="list-style-type: none"> (i) a change of control within the meaning of Section 450 of the Corporation Tax Act 2010; or (ii) any instance where the Supplier demerges into two or more firms, merges with another firm, incorporates or otherwise changes its legal form;

"Charges"	means the charges raised under or in connection with a Legal Services Contract from time to time, which Charges shall be calculated in a manner which is consistent with the Charging Structure;
"Charging Structure"	means the structure to be used in the establishment of the charging model which is applicable to each Legal Services Contract, which structure is set out in Panel Agreement Schedule 3 (Panel Prices and Charging Structure);
"Commercially Sensitive Information"	means the Suppliers Confidential Information listed in Panel Agreement Schedule 17 (Commercially Sensitive Information) comprised of commercially sensitive information: <ul style="list-style-type: none"> a) relating to the Supplier, its IPR or its business or information which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss; and b) that constitutes a trade secret;
"Comparable Supply"	means the supply of Panel Services to another customer of the Supplier that are the same or similar to the Panel Services;
"Complaint"	means any formal written complaint raised by a Panel Customers in relation to the performance of this Panel Agreement or any Legal Services Contract in accordance with Clause Error! Reference source not found. (Complaints Handling); and "Complaints" shall be construed accordingly;
"Comptroller"	means an officer of the House of Commons who is currently the head of the National Audit Office;
"Confidential Information"	means the Authority's Confidential Information and/or the Suppliers Confidential Information, as the context requires;
"Conflict of Interest"	shall have the meaning set out in the Solicitors Regulation Authority Handbook, as amended from time to time;
"Continuous Improvement Plan"	means a plan for improving the provision of the Panel Services and/or reducing the Charges produced by the Supplier pursuant to Panel Agreement Schedule 12 (Continuous Improvement and Benchmarking);
"Contract Year"	means a consecutive period of twelve (12) Months commencing on the Panel Commencement Date or each anniversary thereof;
"Control"	means control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and " Controlled " shall be construed accordingly;
"Costs"	means the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Panel Services:

- a) the cost to the Supplier or the Sub-Contractor (as the context requires), calculated per Man Day, of engaging the Supplier Personnel, including:
 - i) base salary paid to the Supplier Personnel;
 - ii) employer's national insurance contributions;
 - iii) pension contributions;
 - iv) car allowances;
 - v) any other contractual employment benefits;
 - vi) staff training;
 - vii) work place accommodation;
 - viii) work place IT equipment and tools reasonably necessary to provide the Panel Services (but not including items included within limb (b) below); and
 - ix) reasonable recruitment costs, as agreed with the Panel Customers under any Legal Services Contracts;
- b) costs incurred in respect of those Supplier Assets which are detailed on the Registers ("Supplier Assets" and "Register" shall have the meaning given to them under Contract Schedule 2 of the Template Terms and Conditions, and which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Panel Customers or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;
- c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Panel Services;
- d) Reimbursable Expenses to the extent these are incurred in delivering any Panel Services where the Charges for those Panel Services are to be calculated on a Fixed Price or Capped Price pricing mechanism (as set out in a Legal Services Contract);

but excluding:

- i) Overhead;
- ii) financing or similar costs;
- iii) maintenance and support costs to the extent that these relate to maintenance and/or support services provided beyond the Panel Period and term of any Legal Services

Contracts whether in relation to Supplier Assets or otherwise;

- iv) taxation;
- v) fines and penalties;
- vi) amounts payable under the benchmarking provisions of Panel Agreement Schedule 12 (Continuous Improvement and Benchmarking); and
- vii) non-cash items (including depreciation, amortisation, impairments and movements in provisions);

"Crown" means the Government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, Government ministers and Government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;

"Crown Body" means any department, office or executive agency of the Crown;

"CRTPA" means the Contracts (Rights of Third Parties) Act 1999;

"Customer Property" means the property, other than real property and IPR, including the Customer System, any equipment issued or made available to the Supplier by the Customer in connection with this Legal Services Contract;

"Customer System" means the Customer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Customer or the Supplier in connection with this Legal Services Contract which is owned by or licensed to the Customer by a third party and which interfaces with the Supplier System or which is necessary for the Customer to receive the Goods and/or Services;

"Cyber Essentials Scheme" means the Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats. Details of the Cyber Essentials Scheme can be found here:
<https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>;

"Cyber Essentials Scheme Data" means sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme;

"Cyber Essentials Scheme Plus Certificate" means the certification awarded on the basis of external testing by an independent certification body of the Suppliers cyber security approach under the Cyber

	Essentials Scheme and is a more advanced level of assurance;
"Data Controller"	has the meaning given to it in the Data Protection Act 1998, as amended from time to time;
"Data Processor"	has the meaning given to it in the Data Protection Act 1998, as amended from time to time;
"Data Protection Legislation"	means the Data Protection Act 1998, as amended from time to time and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Data Subject"	has the meaning given to it in the Data Protection Act 1998, as amended from time to time;
"Data Subject Access Request"	means a request made by a Data Subject in accordance with rights granted pursuant to the DPA to access his or her Personal Data;
"Default"	means any breach of the obligations of the Supplier (including but not limited to any fundamental breach or breach of a fundamental term) or any other default, act, omission, misrepresentation, negligence or negligent statement of the Supplier or the Supplier Personnel in connection with or in relation to this Panel Agreement or the subject matter of this Panel Agreement and in respect of which the Supplier is liable to the Authority;
"Default Management Charge"	has the meaning given to it in paragraph Error! Reference source not found. of Panel Agreement Schedule 9 (Management Information);
"Disaster"	means the occurrence of one or more events which, either separately or cumulatively, mean that the Panel Services, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for the period as set out in the Supplier's BCDR Plan or as otherwise specified in the Order Form;
"Disclosing Party"	shall mean a Party which discloses or makes available directly or indirectly its Confidential Information;
"Dispute"	means any dispute, difference or question of interpretation arising out of or in connection with this Panel Agreement, including any dispute, difference or question of interpretation relating to the Panel Services, failure to agree in accordance with the procedure for variations in Clause 19.1(Variation Procedure) or any matter where this Panel Agreement directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;

"Dispute Notice"	means a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute;
"Dispute Resolution Procedure"	means the dispute resolution procedure set out in Panel Agreement Schedule 18 (Dispute Resolution);
"DOTAS"	means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
"Documentation"	<p>means all documentation as:</p> <ul style="list-style-type: none"> a) is required to be supplied by the Supplier to the Panel Customer under this Legal Services Contract; b) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Panel Customer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Goods and/or Services; c) is required by the Supplier in order to provide the Goods and/or Services; and/or d) has been or shall be generated for the purpose of providing the Goods and/or Services;
"DPA"	means the Data Protection Act 1998 as amended from time to time;
"Due Diligence Information"	means any information supplied to the Supplier by or on behalf of the Authority prior to the Panel Commencement Date;
"Employee Liabilities"	<p>means all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:</p> <ul style="list-style-type: none"> a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;

- b) unfair, wrongful or constructive dismissal compensation;
- c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- d) compensation for less favourable treatment of part-time workers or fixed term employees;
- e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Panel Customer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Sub-Contractor if such payment should have been made prior to the Service Transfer Date;
- f) claims whether in tort, contract or statute or otherwise;
- g) any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

"Environmental Information Regulations or EIRs"

means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations;

"Equivalent Panel Services"

means services which the Supplier can supply which are the same or similar to the Panel Services and are not being provided under the Panel;

"Estimated Year 1 Management Charge"

means the sum of fifty thousand (50,000) in pounds estimated by the Authority to be payable to it by the Supplier as the total aggregate Management Charge from the Panel Commencement Date until the end of the first Contract Year;

"Extension Period"

means such period or periods up to a maximum of two years in total as may be specified by the Authority pursuant to Clause 10.2 (Panel Period);

"FOIA"

means the Freedom of Information Act 2000 as amended from time to time and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;

"Fraud"

means any offence under any Laws creating offences in respect of fraudulent acts (including the

	Misrepresentation Act 1967) or at common law in respect of fraudulent acts including acts of forgery;
"Further Competition Award Criteria"	means the award criteria set out in Part B of Panel Agreement Schedule 6 (Award Criteria);
"Further Competition Procedure"	means the further competition procedure described in paragraph 4 of Panel Agreement Schedule 5 (Ordering Procedure);
"General Anti-Abuse Rule"	means (a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;
"General Change in Law"	means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Good Industry Practice"	means standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Good Value"	means that the benchmarked rates are within the upper quartile;
"Government"	means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Legal Department"	means the non-ministerial Government department of which the Treasury Solicitor is in charge;
"Group of Economic Operators"	means a group of economic operators acting jointly and severally to provide the Panel Services;
"Halifax Abuse Principle"	means the principle explained in the CJEU Case C-255/02 Halifax and others;
"Improvement Plan"	means the plan required by the Authority from the Supplier which shall detail how the Supplier will improve the provision of the Panel Services pursuant to Clause Error! Reference source not found. (Authority Remedies);
"Improvement Notice"	means the notice issued by the Authority to the Supplier pursuant to Clause Error! Reference source not found. (Authority Remedies) which will detail how the Supplier shall improve the provision of the Panel Services;

"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000 as amended from time to time;
"Initial Panel Period"	means the period from the Panel Commencement Date until its second anniversary;
"Insolvency Event"	<p>means, in respect of the Supplier or Panel Guarantor or Call Off Guarantor (as applicable):</p> <ul style="list-style-type: none"> a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or c) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or g) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or h) where the Supplier or Panel Guarantor is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or i) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;
"Intellectual Property Rights" or "IPR"	<p>means:</p> <ul style="list-style-type: none"> a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet

	<p>domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"Invitation to Tender" or "ITT"	has the meaning given to it in Recital C to this Panel Agreement;
"Key Sub-Contract"	means each Sub-Contract with a Key Sub-Contractor;
"Key Sub-Contractor"	means any Sub-Contractor which is listed in Panel Agreement Schedule 7 (Key Sub-Contractors), that in the opinion of the Authority, performs (or would perform if appointed) a critical role in the provision of all or any part of the Panel Services;
"IPR Claim"	means any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR used to provide the Panel Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Authority in the fulfilment of its obligations under this Panel Agreement;
"Key Performance Indicators" or "KPIs"	means the performance measurements and targets set out in Part B of Panel Agreement Schedule 2 (Panel Services and Key Performance Indicators);
"Know-How"	means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Panel Services but excluding know-how already in the other Party's possession before the Panel Commencement Date;
"KPI Target"	means the acceptable performance level for a KPI as set out in relation to each KPI;
"Law"	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;
"Legacy Panel Services"	means services similar to the New Panel Services and/or services which interface with or are intended to interface with or be replaced by the Panel Services;
"Legal Services Contract"	means a legally binding agreement (entered into pursuant to the provisions of this Panel Agreement) for

	the provision of Ordered Panel Services made between a Panel Customer and the Supplier pursuant to Panel Agreement Schedule 5 (Ordering Procedure);
"Losses"	means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Man Day"	means a minimum of eight (8) Man Hours, whether or not such hours are worked consecutively on any one day;
"Mandatory Panel Services"	means the mandatory services set out at paragraph 3 of Annex 1 of Panel Agreement Schedule 2 (Panel Services and Key Performance Indicators) including Mandatory Specialisms;
"Mandatory Specialisms"	means the types of legal services and/or areas of legal practice set out at Appendix 2 (Mandatory Specialisms) of Annex 1 of Panel Agreement Schedule 2 (Panel Services and Key Performance Indicators), as the same may be amended or updated from time to time;
"Man Hours"	means the hours spent by the Supplier Personnel properly working on the provision of the Panel Services including time spent travelling (other than to and from the Suppliers offices, or to and from the Sites) but excluding lunch breaks;
"Management Charge"	means the sum payable by the Supplier to the Authority being an amount equal to one point five per cent (1.5%) of all Charges for the Panel Services invoiced to the Panel Customers by the Supplier (net of VAT) in each Month throughout the Panel Period and thereafter until the expiry or earlier termination of all Legal Services Contracts entered pursuant to this Panel Agreement;
"Management Information" or "MI"	means the management information specified in Panel Agreement Schedule 9 (Management Information);
"MI Default"	has the meaning given to it in paragraph 6.1 of Panel Agreement Schedule 9 (Management Information);
"MI Failure"	means when an MI report: <ul style="list-style-type: none"> a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or c) is not submitted by the reporting date (including where a Nil Return should have been filed);
"MI Report"	means a report containing Management Information submitted to the Authority in accordance with Panel Agreement Schedule 9 (Management Information);

"MI Reporting Template"	means the form of report set out in the Annex 1 to Panel Agreement Schedule 9 (Management Information) setting out the information the Supplier is required to supply to the Authority;
"MISO"	means 'Management Information System Online'. An online portal located at https://miso.buyingsolutions.gov.uk provided by the Authority for collection and receipt of Management Information;
"Month"	means a calendar month and "Monthly" shall be interpreted accordingly; and "Months" shall be construed accordingly;
"New Panel Services"	means services which a Panel Customer wishes to procure from a third party which are the same or similar to the Panel Services;
"Nil Return"	has the meaning given to it in paragraph 3.3 of Panel Agreement Schedule 9 (Management Information);
"Occasion of Tax Non –Compliance"	means where: <ul style="list-style-type: none"> a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of: <ul style="list-style-type: none"> i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax abuse principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax abuse principle; ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Panel Commencement Date or to a civil penalty for fraud or evasion;
"OJEU Notice"	has the meaning given to it in Recital A to this Panel Agreement;
"Open Book Data"	means complete and accurate financial and non-financial information which is sufficient to enable the Authority to verify the Charges already paid or payable and Charges forecast to be paid during the Panel Period and term of

any Legal Services Contracts, including details and all assumptions relating to:

- a) the Suppliers Costs broken down against each service and/or deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all services;
- b) operating expenditure relating to the provision of the Panel Services including an analysis showing:
 - i) any other consumables and bought-in goods and services;
 - ii) manpower resources broken down into the number and grade/role of all Supplier Personnel (free of any contingency) together with a list of agreed rates against each manpower grade;
 - iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and
 - iv) Reimbursable Expenses;
- c) Overheads;
- d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Panel Services;
- e) the Supplier Profit achieved over the Panel Period and term of any Legal Services Contracts and on an annual basis;
- f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;
- g) an explanation of the type and value of risk and contingencies associated with the provision of the Panel Services, including the amount of money attributed to each risk and/or contingency; and
- h) the actual Costs profile for each Service Period under any Legal Services Contracts;

“Optional Panel Services”

means the optional services set out at paragraph 4 of Annex 1 of Panel Agreement Schedule 2 (Panel Services and Key Performance Indicators) including Optional Specialisms;

“Optional Specialisms”

means the types of legal services, areas of legal practice and/or industry sector specialisms set out at Appendix 3 (Optional Specialisms) of Annex 1 of Panel Agreement Schedule 2 (Panel Services and Key Performance Indicators), as the same may be amended or updated from time to time;

"Order"	means an order or "orders" for the provision of the Panel Services placed by a Panel Customer with the Supplier under a Legal Services Contract;
"Order Form"	means the order form set out in Part One of the Legal Services Contract;
"Ordered Panel Services"	means Panel Services which are the subject of an Order by Panel Customers;
"Ordering Procedure"	means the process for awarding a Legal Services Contract pursuant to Clause 5 (Ordering Procedure) and Panel Agreement Schedule 5 (Ordering Procedure);
"Other Panel Customers"	means all Panel Customers except the Authority and "Other Panel Customer" shall be construed accordingly;
"Overhead"	means those amounts which are intended to recover a proportion of the Suppliers or the Key Sub-Contractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Personnel and accordingly included within limb (a) of the definition of "Costs" ;
"Panel"	means the panel arrangements established by the Authority for the provision of the Panel Services to Panel Customers by suppliers (including the Supplier) pursuant to the OJEU Notice;
"Panel Agreement"	means this agreement consisting of the Clauses together with the Panel Agreement Schedules and any appendices and annexes to the same;
"Panel Agreement Period"	means the period from the Panel Agreement Commencement Date until the expiry or earlier termination of this Panel Agreement;
"Panel Agreement Schedule(s)"	means the schedules to this Panel Agreement;
"Panel Commencement Date"	means [insert date dd/mm/yyyy];
"Panel Customer"	means the bodies listed in the OJEU Notice and "Panel Customers" shall be construed accordingly;
"Panel Customer Relationship Manager"	means the individual appointed by the Supplier whose role shall include participation in the Supplier Relationship Programme and working with the Supplier Relationship Manager;
"Panel Guarantee"	means a deed of guarantee in favour of the Authority in the form set out in Panel Agreement Schedule 13 (Panel Guarantee) granted pursuant to Clause Error! Reference source not found. (Guarantee);

"Panel Guarantor"	means any person acceptable to the Authority to give a Panel Guarantee;
"Panel Price"	means the price(s) applicable to the provision of the Panel Services set out in Panel Agreement Schedule 3 (Panel Prices and Charging Structure); and "Panel Prices" shall be construed accordingly;
"Panel Services"	means the Services described in Panel Agreement Schedule 2 (Panel Services and Key Performance Indicators) which the Supplier shall make available to Panel Customers;
"Panel Services Requirements"	means the requirements of the Authority or any Other Panel Customers (as appropriate) for the Panel Services from time to time;
"Party"	means the Authority or the Supplier and "Parties" shall mean both of them;
"Personal Data"	has the meaning given to it in the Data Protection Act 1998 as amended from time to time;
"Processing"	has the meaning given to it in the Data Protection Legislation but, for the purposes of this Panel Agreement, it shall include both manual and automatic processing and "Process" and "Processed" shall be interpreted accordingly;
"Prohibited Act"	<p>means any of the following:</p> <ul style="list-style-type: none"> a) to directly or indirectly offer, promise or give any person working for or engaged by a Panel Customer and/or the Panel Customers a financial or other advantage to: <ul style="list-style-type: none"> i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement; or c) committing any offence: <ul style="list-style-type: none"> i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ii) under legislation creating offences concerning Fraud; or iii) at common law concerning Fraud; or iv) committing (or attempting or conspiring to commit) Fraud;
"Prospectus"	shall have the meaning set out in Panel Agreement Schedule 5 (Ordering Procedure);

"Regulations"	means The Public Contracts Regulations 2015 and/or The Procurement (Scotland) Regulations 2016 (as the context requires) as amended from time to time;
"Relevant Person"	means any employee, agent, servant, or representative of the Authority, or of any Other Panel Customers or other public body;
"Relevant Requirements"	means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	means HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Relevant Supplier"	means a third party bidding to provide New Panel Services;
"Replacement Panel Services"	means any Panel Services which are substantially similar to any of the Panel Services and which are received in substitution for the Panel Services following the expiry or termination of this Panel Agreement;
"Reporting Date"	means the 7th day of each Month following the Month to which the relevant Management Information relates, or such other date as may be agreed between the Parties;
"Requests for Information"	means a request for information relating to this Panel Agreement or the provision of the Panel Services or an apparent request for such information under the Code of Practice on Access to Government Information, FOIA or the EIRs;
"Restricted Countries"	shall have the meaning given to it in Clause Error! Reference source not found. (Protection of Personal Data);
"Self Audit Certificate"	means the certificate in the form as set out in Panel Agreement Schedule 10 (Annual Self Audit Certificate) to be provided to the Authority in accordance with Clause Error! Reference source not found. (Records, Audit Access and Open Book Data);
"Service Period"	has the meaning given to it in Panel Agreement Schedule 4 (Template Order Form and Template Terms and Conditions) as refined by a Panel Customer in a Legal Services Contract between that Panel Customer and the Supplier;
"Sites"	means any destination specified by Panel Customers at the Legal Services Contract Stage;
"Specific Change in Law"	means a Change in Law that relates specifically to the business of the Authority and/or Other Panel Customers and which would not affect a Comparable Supply;
"SPPI"	means Service Producer Price Index;
"Standards"	means:

- a) any standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;
- b) any standards detailed in the specification in Panel Agreement Schedule 2 (Panel Services and Key Performance Indicators);
- c) any Standards detailed by a Panel Customer in a Legal Services Contract following a Further Competition Procedure;
- d) any relevant Government codes of practice and guidance applicable from time to time;
- e) means any standards or quality assurance principles set out in Principle 5 of the SRA Handbook as amended from time to time;

"Statement of Requirements"

means a statement issued by the Authority or any Other Panel Customer detailing its Panel Services Requirements issued in accordance with the Ordering Procedure;

"Sub-Contract"

means any contract or agreement (or proposed contract or agreement), other than this Panel or a Legal Services Contract, pursuant to which a third party:

- (a) provides the Panel Services(or any part of them);
- (b) provides facilities or services necessary for the provision of the Panel Services(or any part of them); and/or
- (c) is responsible for the management, direction or control of the provision of the Panel Services(or any part of them);

"Sub-Contractor"

means any person other than the Supplier who is a party to a Sub-Contract and the servants or agents of that person;

"Supplier"

means the person, firm or company stated in the preamble to this Panel Agreement;

"Supplier Action Plan"

means a document, maintained by the Authority, capturing information about the relationship between the Parties including, but not limited to strategic objectives, actions, initiatives, communication channels, risks and supplier performance;

"Supplier Personnel"

means all persons employed or engaged by the Supplier together with the Suppliers servants, agents, suppliers, consultants and Sub-Contractors (and all persons employed by any Sub-Contractor together with the Sub-Contractor's servants, consultants, agents, suppliers and

	sub-contractors) used in the performance of its obligations under this Panel Agreement or any Legal Services Contracts;
"Supplier Profit"	means, in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions (as defined in the Legal Services Contract) and total Costs (in nominal cash flow terms) in respect of any Legal Services Contracts for the relevant period;
"Supplier Profit Margin"	means, in relation to a period, the Supplier Profit for the relevant period divided by the total Charges over the same period in respect of any Legal Services Contracts and expressed as a percentage;
"Supplier Relationship Manager"	<p>means the individual appointed by the Government Legal Department whose role encompasses:</p> <p>a) the management of the relationship between the Panel Customers and suppliers appointed to the Panel (including the Supplier) in order to deliver maximum value; and</p> <p>b) working collaboratively with the Supplier and Other Panel Customers to establish and maintain objectives to ensure strategic alignment in the provision of the Panel Services;</p>
"Supplier Representative"	means the representative appointed by the Supplier from time to time in relation to this Panel Agreement;
"Supplier Software"	means any software which is proprietary to the Supplier (or an Affiliate of the Supplier) and identified as such in the Call Off Order Form together with all other such software which is not identified in the Call Off Order Form but which is or will be used by the Supplier or any Sub-Contractor for the purposes of providing the Goods and/or Services or is embedded in and in respect of such other software as required to be licensed in order for the Panel Customer to receive the benefit of and/or make use of the Goods and/or Services;
"Supplier System"	means the information and communications technology system used by the Supplier in supplying the Goods and/or Services, including the Supplier Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Customer System);
"Suppliers Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;

"Template Terms and Conditions"	means the template terms and conditions in Annex 2 to Panel Agreement Schedule 4 (Template Order Form and Template Terms and Conditions);
"Template Order Form"	means the template form in Annex 1 to Panel Agreement Schedule 4 (Template Order Form and Template Terms and Conditions);
"Tender"	means the tender submitted by the Supplier to the Authority a copy of which is set out in Panel Agreement Schedule 21 (Tender);
"Termination Notice"	means a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Agreement on a specified date and setting out the grounds for termination;
"Third Party Beneficiaries"	has the meaning given to it in Clause 45.1;
"Tier"	means either Tier 1 or Tier 2 as the context shall permit, and "Tiers" means both Tier 1 and Tier 2 collectively;
"Tier 1"	means the tier consisting of the twelve (12) highest ranked suppliers following contract award in respect of the OJEU Notice as amended from time to time;
"Tier 2"	means the tier consisting of the six (6) highest ranked suppliers after those listed in Tier 1 following contract award in respect of the OJEU Notice as amended from time to time;
"Transferee"	means a body which is not a Panel Customer that succeeds the Authority;
"Transparency Principles"	means the principles set out at https://www.gov.uk/government/publications/transparency-of-suppliers-and-government-to-the-public (and as may be amended from time to time) detailing the requirement for the proactive release of information under the Government's transparency commitment to publish contract information;
"Transparency Reports"	means the information relating to the Panel Services and performance of this Panel Agreement which the Supplier is required to provide to the Authority in accordance with the reporting requirements in Panel Agreement Schedule 22;
"Variation"	has the meaning given to it in Clause Error! Reference source not found. (Variation Procedure);
"Variation Form"	means the form that will be completed and signed by the Parties to effect a Variation which shall be in the form set out in Panel Agreement Schedule 19 (Variation Form);
"Variation Procedure"	means the procedure for carrying out a Variation as set out in Clause Error! Reference source not found. (Variation Procedure);

"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Working Day"	means any day other than a Saturday, Sunday or public holiday in England and Wales, and "Working Days" shall be construed accordingly.

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