



Crown
Commercial
Service

PANEL AGREEMENT SCHEDULE 2, PART A: PANEL SERVICES

FINANCE AND COMPLEX - LEGAL SERVICES PANEL

REFERENCE NUMBER

RM3787

ATTACHMENT 7a

PANEL AGREEMENT SCHEDULE 2 (PANEL SERVICES AND KEY PERFORMANCE INDICATORS)

PART A (PANEL SERVICES)

1. INTRODUCTION

- 1.1 This Panel Agreement covers external legal advice and full project support required by Central Government and its associated bodies, for finance and highly complex transactions including complex finance, capital markets, regulatory complex work and the most, innovative and/or strategically important projects for Central Government
- 1.2 Suppliers shall be able to offer market leading legal expertise and a market leading level of service in order to meet Panel Customer needs to deliver their most complex and challenging projects and matters, for example the review of RBS state aid conditions, BEIS consultation on proposals to move the operation of the Land Registry into the private sector, establishment of Green Investment Bank and British Business Bank and Advice on contingency planning (all options) in connection with the steel crisis in 2015/16.
- 1.3 The purpose of this Schedule 2 (Part A: Panel Services) is to:
- 1.3.1 set out the scope of the Panel Services that the Supplier shall make available to all Panel Customers under this Panel Agreement;
 - 1.3.2 provide a description of the Panel Services; and
 - 1.3.3 set out the specific Standards and requirements applicable to the provision of Panel Services by the Supplier.
- 1.4 Current government policy is that all UK Central Government Ministerial Departments (excluding Regulators and UK Export Finance), their Executive Agencies and the successors of these bodies will procure legal services through this Panel Agreement, where there is a need for finance and/or highly complex advice/legal support, subject to paragraph 1.6 (below) ("the Policy"). Other Central Government bodies are also enabled to use this Panel Agreement but are not subject to the Policy.
- 1.5 Appendix 1 (Authorised Panel Customer List) to this Schedule 2 (Part A: Panel Services) sets out the identities of the Panel Customers authorised to use this Panel Agreement (as may be amended or updated from time to time).
- 1.6 Panel Customers listed at paragraph 1.3 above as subject to the Policy will not be required to procure finance or highly complex legal services using this Panel Agreement where the following circumstances apply to the Panel Customer:
- 1.6.1 A Panel Customer functions in whole or part as a regulator;
 - 1.6.2 The value of the fees 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;
 - 1.6.3 a Panel Customer has a specialist requirement for a Panel Service which cannot be met through this Panel Agreement; or
 - 1.6.4 a Panel Customer is able to demonstrate they can get better value for money from an alternative arrangement,
- and in either case of paragraph 1.6.3 and 1.6.4 above, the Panel Customer has acquired permission from the designated authoriser. The designated authoriser for

these purposes shall be such person as is notified from time to time to the Supplier by the Authority.

- 1.7 This Panel Agreement will be managed centrally by the Authority. The Legal Services Contracts will be managed by the Panel Customer(s).

2. SCOPE OF THE REQUIREMENT

- 2.1 This Panel Agreement covers external legal advice and full project support required by Central Government and its associated bodies, for finance and highly complex transactions, complex finance, capital markets, regulatory work and the most complex, innovative and/or strategically important projects for Central Government.

- 2.2 This Panel is predominantly for the provision of Panel Services in the law of England and Wales. However, the Panel Customer(s) may require advice on Scottish, Northern Irish and international law in respect of the panel's subject matter.

2.3 Out of Scope

- 2.3.1 This Panel is only accessible by those bodies listed in the OJEU Notice (as summarised in Appendix 1 (Authorised Panel Customer List)).

- 2.3.2 The scope of this Panel Agreement excludes:

2.3.2.1 general legal services within the scope of Panel RM3786 except to the extent that elements of these services, e.g. procurement law, property law, are required as part of Panel Services;

2.3.2.2 legal advice regarding rail policy, rail franchises, rail competitions, and related advice within the scope of Panel RM 3756; and

2.3.2.3 work undertaken by Parliamentary Agents.

- 2.3.3 This work is, or is expected, to be sourced via separate legal panel or other arrangements.

3. MANDATORY PANEL SERVICES

- 3.1 This section sets out the Panel Services that the Supplier is required to make available to Panel Customers as a condition of being awarded a Panel Agreement. Subject to paragraph 3.4 (Obligation to accept Orders) and paragraph 3.5 (Notification of inability to accept Orders), the Supplier is required to accept all Orders from Panel Customers which fall within the scope of the Panel Services, provided that the relevant Panel Customer complies with the applicable requirements of the Panel Agreement in respect of such Order(s).

- 3.2 The Supplier shall provide legal services in respect of all of the Mandatory Specialisms and services in respect of the Optional Specialisms that the Supplier has indicated it will provide (if qualified to do so). The Mandatory Specialisms listed in Appendix 2 (Mandatory Specialisms) and Appendix 3 (Optional Specialisms) are high level descriptions of types of legal services and areas of legal practice which the Supplier offers under this Panel Agreement and which Panel Customers are entitled to Order.

- 3.3 The Supplier acknowledges and agrees that the descriptions of the types of legal services and areas of legal practice set out beneath the headings for each Panel Service category are illustrative only and are not exhaustive. Panel Customers are entitled to seek advice from the Supplier in respect of any type of legal service or area of legal practice, provided that such advice falls within the scope of one of the Mandatory or Optional Specialisms set out at Appendix 2 and/or Appendix 3, and whether or not the type of legal service or area of legal practice sought is specifically described or listed beneath the relevant heading

3.4 Obligation to accept Orders

- 3.4.1 The Supplier shall (i) accept Orders, and (ii) respond to invitations with bids to participate in Further Competitions, for the provision of Panel Services from the Authority and/or Panel Customer(s), unless it can demonstrate, (to the extent appropriate in the case of a conflict of interest), that one or more of the following applies:
- 3.4.1.1 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; and/or
 - 3.4.1.2 the Supplier does not have adequate resources available to properly service the Order; and/or
 - 3.4.1.3 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 Optional Specialisms as may be requested by the Authority and/or Panel Customer(s); and/or
 - 3.4.1.4 the Supplier cannot complete anti-money laundering checks satisfactorily; and/or
 - 3.4.1.5 the Supplier believes there is a possibility of breaching sanctions; and/or
 - 3.4.1.6 the Supplier is required by the SRA Code of Conduct to refuse to act.

3.5 Notification of inability to accept Orders

- 3.5.1 Where the Supplier is unable to accept an Order (whether pursuant to a Further Competition or Direct Award), or to respond to an invitation to participate in a Further Competition (or becomes unable to continue to fulfil an existing Order) due to any of the circumstances set out in paragraph 3.2 (Obligation to accept Orders) above, the Supplier shall notify the Authority accordingly. Any notification made under this paragraph 3.3 (Notification of inability to accept Orders) is without prejudice to the Supplier's obligations under paragraph 3.4 and the Authority's rights in respect of such obligations.

3.6 Supplier's commitment to the Panel

- 3.6.1 The Supplier shall maintain a commitment to Central Government legal work and to the Panel. Such commitment requires that the Supplier takes reasonable steps to ensure that the Supplier has, at all relevant times during the Panel Period, a reasonable level of resources available for servicing Orders, including availability of the key personnel.
- 3.6.2 If the Supplier is unable to accept Orders further to paragraphs 3.4.1.1, 3.4.1.2, 3.4.1.3, 3.4.1.4, 3.4.1.5 or 3.4.1.6 persistently or to an unreasonable extent (taking into account the resources available to it), then this may lead to the Supplier being suspended from the Panel or termination of the Panel Agreement by the Authority.

3.7 Panel Services Requirement

- 3.7.1 The Supplier shall ensure that it (and the relevant Supplier Personnel) has (or have) at all relevant times, the skills, qualifications and capability to provide legal advice and support to the Authority and/or the Panel Customer(s) in relation to the types of legal services and areas of legal practice set out at Appendix 2 (Mandatory Specialisms) and at Appendix 3 (Optional Specialisms) where it indicated that it had that capability to do so in accordance with Attachment 2 - Stage 1 Guidance and Eligibility Questionnaire.

3.7.2 The Supplier shall make the Mandatory Specialisms and those Optional Specialisms, where it indicated that it had that capability to do so in accordance with Attachment 2 - Stage 1 Guidance and Eligibility Questionnaire available to Panel Customers to Order throughout the Panel Period, in accordance with the Panel Agreement.

3.8 Advice on Scottish, Northern Irish and International Law

3.8.1 In the event that advice is required on Scottish or Northern Irish law, the Supplier shall agree with the Panel Customer(s) in advance and in writing the approach to be taken in delivering the advice, which shall include but may not be limited to one or more of the following:

3.8.1.1 if the Supplier has Supplier Personnel qualified and practising in Scottish or Northern Irish law in the relevant specialism, the Supplier shall utilise its Supplier Personnel under the terms of this Panel Agreement; and/or

3.8.1.2 the Panel Customer(s) will appoint a firm off the Scottish Government Panel to work with the Supplier

<http://www.gov.scot/Topics/Government/Procurement/directory/pscontractcentgovt/LegalServicesFramework> and/or

3.8.1.3 the Supplier shall seek approval from the Panel Customer in advance and in writing to subcontract the provision of legal advice for Scottish or Northern Irish law to another law firm who is suitably qualified and practising in Scottish or Northern Irish law in the relevant specialism.

3.8.2 It is mandatory that Suppliers be able to provide where needed, public and private international law advice on Mandatory Specialisms and Optional Specialism (where it has the capability to do so), as well as multi-jurisdictional legal advice in relation to matters within the Panel's scope. Alternatively Suppliers shall readily source and manage quality assured advice in these areas in respect of the Panel Services. Direct or sub-contracted provision of advice in these areas will be a matter for agreement between the Supplier and the Panel Customer at Legal Contract stage.

3.8.3 This Panel is not an exclusive route to market for international law. There is no obligation on Panel Customers to place work through this Panel Agreement. Panel Customers will however, insofar as it is applicable to them and unless the Policy is changed, comply with the Policy described at paragraph 1.3 (above) in utilising this Panel Agreement appropriately.

3.9 Delivery Of The Panel Services

3.9.1 In providing the Panel Services, the Parties must work together to apply the general principles to each Order procured and commenced under this Panel Agreement, to include but not limited to the following:

3.9.1.1 Early Supplier involvement – to improve understanding and deliverability of requirements, the Panel Customer will, wherever practical, ensure that early market engagement on the provision of Services is carried out;

3.9.1.2 Knowledge transfer – promoting and facilitating the transfer of skills and knowledge between the Parties, and the sharing of information and the development of broader best practice initiatives within any relevant industry;

- 3.9.1.3 Customer Relationship Management and Supplier Relationship Management (CRM/SRM) - entails creating collaborative relationships in order to uncover and realise value and reduce risk of failure between the Panel Customer and the Supplier;
- 3.9.1.4 Innovation – to encourage the development and sharing of innovative solutions, processes and approaches that improve performance and Value for Money (VfM);
- 3.9.1.5 Collaboration – to ensure that behaviours and cultures enable optimal ‘one team’ working relationships, seamless integration and cooperation between Panel Customer teams, Contractors (where applicable) and the Suppliers appointed to the Panel in preparing, planning and delivering the Orders;
- 3.9.1.6 Legal Project Management – to ensure appropriate progress and oversight of matters, utilising best practise project management methodologies.

3.10 Management of External Legal Resources

- 3.10.1 The Supplier shall when operating as part of a Group of Economic Operators/ Special Purpose Vehicle (SPV) and/or using Key Sub-Contractors shall ensure that they manage the external resource to ensure:
 - 3.10.1.1 appropriately skilled and expert legal resource are mobilised within the timeline stipulated by the Panel Customer;
 - 3.10.1.2 teams work collaboratively and cohesively;
 - 3.10.1.3 knowledge transfer throughout delivery of the Services is seamless, to ensure timely delivery of the Services and to minimise costs;
 - 3.10.1.4 legal advice provided is accurate, consistent and practical;

3.11 Legal Quality Principles

- 3.11.1 Additionally the Supplier shall:
 - 3.11.1.1 be cognisant of the implications of their instructions and the risks of challenge that may arise, including public law and shall be able to provide risk-based strategic legal advice;
 - 3.11.1.2 develop a robust team structure, matching the right individuals with the appropriate skills and including a process to ensure resilience and quality of the team and access to the necessary skills and experience not covered by core advisers;
 - 3.11.1.3 apply strong business and commercial management experience including the ability to build and maintain a correctly balanced team, taking into account skills, expertise and delivery (at the appropriate level), and managing out any conflicts of interest;
 - 3.11.1.4 work on high profile project(s) with a high degree of confidentiality and in line with Government Security Markings;
 - 3.11.1.5 work efficiently to tight timescales in pressurised circumstances to deliver quality outputs, and to work collaboratively with the Panel Customers’ in-house lawyers, policy officials, financial and commercial advisers;
 - 3.11.1.6 dovetail with the Panel Customer’s own project management arrangements. The Supplier shall ensure it is aware of likely spikes

- in activity and be able to resource accordingly to ensure that Panel Customer's milestones are achieved;
- 3.11.1.7 communicate succinctly both orally and in writing at all levels up to board level within Government and with external advisers and stakeholders. Appreciating the complexity of the issues involved, Plain English drafting is encouraged;
 - 3.11.1.8 promote and facilitate the transfer of skills and knowledge with the Panel Customers, and the sharing of information and the development of broader best practice initiatives within any relevant Industry;
 - 3.11.1.9 manage costs and to work closely with the Panel Customers and the Panel Customers' in-house lawyers to achieve this, maximising transparency around costs, while driving efficiency and value for money, as far as possible, for example by ensuring their resources are used as effectively as possible; and
 - 3.11.1.10 set internal budgets for particular pieces of work or for longer term projects and measure and control actual expenditure against such budgets; and
- 3.11.2 The Supplier shall have in place and shall maintain throughout the Panel Period robust quality assurance and governance processes, and shall act in accordance with Principle 5 of the SRA Handbook as amended from time to time.
- 3.11.3 The Supplier shall ensure that:
- 3.11.3.1 all Panel Services provided are fit for purpose;
 - 3.11.3.2 where the provision of the Panel Services involves the drafting, review or production or modification of documentation, such documentation is technically functional; and
 - 3.11.3.3 all Panel Services are provided to a standard no less than would be expected of a skilled and competent provider of services broadly equivalent to the Panel Services.
- 3.11.4 The Supplier shall, at all relevant times:
- 3.11.4.1 comply with those generally applicable and relevant policies of the Authority and/or Panel Customers which have been notified to the Supplier whether at the date of the Order or otherwise; and
 - 3.11.4.2 before accepting an Order from a new Panel Customer, request from the Panel Customer notification of all such policies which apply; and
 - 3.11.4.3 ensure that it is (and all relevant Supplier Personnel are) properly and appropriately familiar with current law and aware of forthcoming changes to the law.
- 3.11.5 On receipt of an Order the Supplier shall take proactive steps (in a manner and to an extent proportionate to the size and nature of the Order) to plan and agree with the Customer the Legal Services to be provided to the Customer to clarify and document:
- 3.11.5.1 the legal advice required;
 - 3.11.5.2 how the Supplier's resources will be mobilised in the timescale required by the Customer;

- 3.11.5.3 how legal input will be structured to minimise costs and maximise efficiency;
 - 3.11.5.4 how work previously undertaken for the relevant Panel Customer can be re-used to reduce cost;
 - 3.11.5.5 the levels and names of key personnel and lawyers working on performing the Ordered Panel Services;
 - 3.11.5.6 which of the Panel Customer's personnel can provide instructions and authorise additional work; and
 - 3.11.5.7 the general management of the Ordered Panel Services and the provision by the Supplier thereof.
- 3.11.6 During the performance of Legal Services the Supplier shall conduct reviews at intervals specified in the Legal Services Contract to (i) review adherence to the original plans for the Panel Services prepared pursuant to paragraph 3.5.5, and (ii) ensure optimisation of efficiency and value for money in provision of the Legal Services. The Supplier shall perform this review in conjunction with the Panel Customer if requested but in any event shall (i) confirm to the Panel Customer that any review required has, in each case, been completed; and (ii) report to the Panel Customer on the outcome of the review.
- 3.11.7 When requested by the Panel Customer, the Supplier shall work closely with lawyers from the Panel Customer's legal team or from the Government Legal Department, as part of the overall performance of the Ordered Panel Services, and it shall follow all directions in this regard which the Panel Customer may make.
- 3.11.8 The Supplier shall have in place a Matter Management system. The Supplier shall provide Matter Management free of charge.
- 3.11.9 The Supplier shall have in place from the Panel Agreement Commencement Date an eBilling process and system. The Supplier shall utilise such a system at no extra cost to the Authority or Panel Customers. .

3.12 Collaborative Working

- 3.12.1 The Supplier acknowledges and agrees that Panel Customers may request Suppliers from the Panel to work in collaboration with Government Legal Department lawyers, the Panel Customer's internal lawyers or lawyers from other Panel Suppliers or from non-Panel Suppliers with varying specialisms and experience to:
- 3.12.1.1 support the delivery of novel, complex or strategically important Ordered Panel Services; and/or
 - 3.12.1.2 build and/or complement capability and capacity across the Panel.
- 3.12.2 The Supplier shall ensure their full cooperation to enable and facilitate wherever possible operating in a collaborative way where a Panel Customer project requires this.
- 3.12.3 Suppliers shall be adept at collaborating with lawyers, commercial, strategy and policy experts in Government, Counsel, other stakeholders such as consultants, investment banks, auditors, accountants, UK and overseas regulators, stakeholder industry associations (such as the Council of Mortgage Lenders, ISDA, British Bankers Association, ABI), UK and overseas tax authorities, international financial, regional and trade organisations and their legal advisors (such as EU, WTO, Bank for International Settlements), asset managers, analysts, ratings agencies, and other legal suppliers as may be

required to meet future challenges for Panel Customers.

3.13 Supplier Personnel Requirements

3.13.1 In relation to the Panel Services the Supplier shall ensure that, where applicable, Supplier Personnel hold a current Practising Certificate or are otherwise registered in compliance with the SRA Handbook as amended from time to time.

3.13.2 The Supplier shall ensure that all Supplier Personnel involved in the delivery of Legal Services under Legal Services Contracts act in a responsible and professional manner and possess the qualifications, experience and competence appropriate to the tasks for which they are employed, including in relation to any legal specialism or areas of legal practice relevant to performing a Legal Services Contract.

3.13.3 The Supplier shall make available to Panel Customers the following grades of Supplier Personnel:

Supplier Personnel	Description of role
Partner (including senior / managing) or equivalent	<ul style="list-style-type: none"> • key contact with the Panel Customer; • overall responsibility for quality assurance, success of project and supervision of Supplier Personnel; • Panel Customer relationship management; • overall responsibility for working within budgets agreed as part of a Legal Services Contract; • appropriate direct contribution to complex / important legal matters relating to a Legal Services Contract. • main contact for day-to-day Panel Customer liaison (for more complex/significant and non-routine matters); • provision of specialist or niche legal advice on larger, more complex projects • some day to day Matter Management
Senior Solicitor / /Legal Director or equivalent	<ul style="list-style-type: none"> • significant level of quality assurance; • appropriate direct contribution to difficult/important legal matters relating to a Legal Services Contract; • involving higher more senior grades of lawyer as appropriate; and • over 5 years or more post qualified experience.
Solicitor or equivalent	<ul style="list-style-type: none"> • performing (or supervising more junior grades in relation to) work typically requiring at least two years' legal experience in the relevant field of work; • over 3 years or more post qualified experience; and involves more senior grades of lawyer as appropriate.

Junior Solicitor or equivalent	<ul style="list-style-type: none"> performing work that requires the level of expertise requiring up to two (2) years' general legal experience.
Trainee or equivalent	<ul style="list-style-type: none"> performing work that can be appropriately delegated to a Trainee Solicitor.
Paralegal or equivalent	<ul style="list-style-type: none"> performing work that can be appropriately delegated to a Paralegal.

3.13.4 The Supplier shall ensure that Supplier Personnel respond flexibly and within agreed timescales set by the Authority and/or Panel Customers in response to requests, including changes to planned work.

3.14 Knowledge Sharing

3.14.1 The Supplier shall make available to Panel Customers who have ordered Services under a Legal Services Contract with the Supplier regularly and periodically throughout the Panel Term, free of charge, via email, printed publication or other form of presentation (as appropriate), know-how appropriate to the Panel Customer and/or the Services provided by the Supplier to each Panel Customer. This shall include (without limitation):

3.14.1.1 e- briefings, email alerts, hubs and webinars;

3.14.1.2 white papers, thought leadership, publications, subscriptions, insights and articles;

3.14.1.3 invitations and access to breakfast briefings, seminars, conferences and events;

3.14.1.4 general use of and access to the Supplier's physical libraries located at the Supplier's offices, given appropriate security access;

3.14.1.5 general use of and access to the Supplier's electronic libraries where available and subject to any licensing restrictions; and

3.14.1.6 invitations to masterclasses and industry events, when available.

3.14.2 The Supplier shall provide to the Authority with a minimum of one (1) day free training (excluding preparation and travel time) every calendar year throughout the Panel Period. This training may be bespoke or selected from the Supplier's current portfolio of training provision and may be provided through various mediums including but not limited to: face to face training, e-learning, webinars and toolkits.

3.14.3 The Supplier shall provide additional training to Panel Customers who have ordered Services under a Legal Services Contract with the Supplier upon request. Such training shall be:

3.14.3.1 tailored to the Panel Customer's specific requirements, or generic training in the required area, at the Panel Customer's request;

3.14.3.2 provided at the Supplier's office, the Panel Customer's office, any other government offices or other facility, or via e-learning or other remote delivery system, at the Panel Customer's request; and

3.14.3.3 charged at no more than the Supplier's Panel Rates.

3.14.4 Once a Legal Services Contract has been performed (or as the Panel Services

to be performed under it near completion, as seems appropriate to the Panel Customer under the circumstances), the Supplier shall conduct a knowledge transfer exercise where requested to do so by the Panel Customer. This exercise shall:

3.14.4.1 document, collate and transfer to the Panel Customer any significant know-how, learning and/or practices generated, developed and/or used by the Supplier during the relevant Legal Services Contract;

3.14.4.2 compile and transfer to the Panel Customer a document bible(s) (including electronic versions of the same if the Panel Customer so requires) comprising the contractual and/or other documents and/or advice generated, developed and/or used by the Supplier during the relevant Legal Services Contract;

3.14.4.3 be completed within one (1) calendar month of the later of completion of the relevant Panel Services, the request to conduct the exercise made by the Panel Customer or the expiry of the relevant Legal Services Contract; and

3.14.4.4 be performed at no additional cost or charge to the Panel Customer.

3.15 Location Requirements

3.15.1 The Supplier shall supply the Ordered Panel Services to any location within England and Wales specified in the Legal Services Contract.

3.15.2 The Supplier shall be required to make available, if required, three (3) serviced meeting rooms including refreshments, to support its performance of Legal Services Contracts and available for Panel Customers who have ordered Services under a Legal Services Contract with the Supplier to use, in Central London and/or, if the Supplier has proximate offices, the location specified by the Panel Customer for the delivery of the Ordered Panel Services. The requirement to supply meeting rooms in London may be at the Supplier's own offices or at other premises acquired by the Supplier temporarily for this purpose. The Supplier may not make any additional charge (over and above the Charges) for the provision of meeting rooms, including those used for side negotiations or Panel Customer / Supplier discussions.

3.15.3 The Supplier shall provide virtual and physical storage and 'data rooms', as requested to do so by Panel Customers who have ordered Services under a Legal Services Contract, to support its performance of Legal Services Contracts, to securely store items including but not limited to procurement documentation, contractual documentation, deeds, and due diligence documentation, at no additional cost to the Panel Customer.

3.15.4 The Supplier shall have available and shall maintain internet, telephone and video conferencing facilities for the delivery of the Panel Services, and shall make no additional charge for use of the same in performing Legal Services Contracts.

3.16 Travel and Related Expenses

3.16.1 The Supplier acknowledges and agrees that travel time, travel costs, secretarial support and photocopying shall not be chargeable unless agreed otherwise by Panel Customers in the Legal Services Contract.

3.16.2 The Supplier shall comply with the Panel Customer(s) travel requirements and instructions, policies and arrangements for travel costs and related charges set out in the Legal Services Contract or otherwise by notice to the Supplier from

time to time.

- 3.16.3 The Panel Customer(s) will specify any disbursements arrangements in the Legal Services Contracts or otherwise by notice to the Supplier from time to time.

3.17 Panel Agreement Standards

- 3.17.1 The Supplier shall at all times during the Panel Period and during the term of any Legal Services Contract, comply with the following standards or the successors of these standards:

3.17.1.1 ISO 9001 Quality Management Systems or equivalent;

3.17.1.2 ISO/IEC 27001 Information Security Management Systems or equivalent;

3.17.1.3 ISO/IEC 27002:2013 Information Technology – Security Techniques – Code of Practice for information security controls

3.17.1.4 ISO/IEC 27031:2011 Information technology – Security techniques – Guidelines for information and communication technology readiness for business continuity or equivalent;

3.17.1.5 ISO/IEC 22301:2012 Business Continuity Management or equivalent; and

3.17.1.6 ISO/IEC 22313:2012 Societal Security – Business Continuity management systems – Guidance or equivalent.

3.18 Relationship Management

- 3.18.1 It is the intention to operate a proactive and effective Supplier Relationship Management Programme in line with the Pan Government Initiative for this Panel Agreement. The Supplier is required to nominate an appropriate representative to participate in this process.

- 3.18.2 The Supplier shall provide the Authority with a nominated and appropriate representative, with relevant and appropriate experience, authorised to act as its Supplier Relationship Manager at the time of signing the Panel Agreement.

- 3.18.3 The Supplier shall actively participate within the intended Supplier Relationship Management Programme at no cost.

- 3.18.4 The Authority will operate a Panel Agreement management process. It will principally involve the management of the Panel and will also have the following roles

- (i) collection of the Management Charge;
- (ii) collection and reporting of Panel Agreement MI and KPIs;
- (iii) dealing with issues concerning, Further Competitions and Direct Awards;
- (iv) general day to day Panel relationship management; and
- (v) the provision of performance management information to the Supplier Relationship Management Programme.

- 3.18.5 The Supplier shall attend Supplier Relationship Management Programme meetings at no extra cost to the Authority or Panel Customer. The meetings are unlikely to be more frequently than quarterly.

- 3.18.6 The Supplier shall nominate an appropriate representative to act as a day-to-day contact in the provision of this information to the Authority at a Panel

Management level.

- 3.18.7 The Supplier's nominated representatives shall attend periodic review meetings which will be determined by the Authority Representative. The purpose of such review meetings will be to report on and check the monitoring standards and performance of the Supplier, resolve any issues which have not been dealt with on a day to day basis, and discuss business opportunities, potential innovative solutions and any complaints.
- 3.18.8 The Supplier shall immediately provide the Authority with a written report where service and/or performance falls below the required level. The report shall detail the remediation measures that have been put in place to prevent a re-occurrence of such service and/or performance failure.

3.19 Management Information

- 3.19.1 The Supplier shall provide timely and accurate Management Information and data reporting to the Authority and to the Panel Customer free of charge in accordance with Panel Schedule 9 (Management Information).
- 3.19.2 The Supplier may be required to provide further Management Information to the Panel Customer, the content of which will be agreed at the Legal Services Contract Stage.

3.20 Value Added Service Requirements

The Supplier shall provide as a minimum, the following additional services (the "Value Added Services") at no additional charge to Panel Customers who have ordered Services under a Legal Services Contract with the Supplier:

3.20.1 Exchange schemes

- 3.20.1.1 Subject to the Supplier having accepted at least one (1) Order under the Panel Agreement, the Supplier shall make available to any Panel Customer suitably qualified and experienced Supplier Personnel for a minimum of one (1) exchange schemes per Contract Year in exchange for an equivalent number of Panel Customer Personnel to work with the Supplier and this shall be on a secondment basis. The Supplier, the relevant Panel Customer and the Authority shall record in writing the agreement for an exchange scheme to take place. The terms and conditions of the agreement shall be set out in Panel Schedule 4 (Template Order Form and Template Call Off Terms). All exchange schemes agreed shall operate for a minimum period of six (6) months.

3.20.2 Secondments

- 3.20.2.1 Subject to the Supplier having accepted at least one (1) Order under the Panel Agreement, the Supplier shall make available a minimum of two (2) suitably qualified and experienced Supplier Personnel per Contract Year as selected and agreed from time to time between the Supplier and a Panel Customer (a "**Secundee**") where the Panel Customer is receiving Ordered Panel Services. Secundees shall be seconded for a minimum period of six (6) months to support the delivery of the Ordered Panel Services. The terms and conditions of the secondment shall be in the form set out in Annex 3 of Panel Schedule 4 (Template Order Form and Template Call Off Terms).
- 3.20.2.2 The Supplier shall not be entitled to charge for the provision of the Secundee other than in respect of the Secundee Charge as permitted under the Panel Agreement i.e. the Supplier cannot add on additional

costs for this requirement.

4. OPTIONAL PANEL SERVICES

This section provides additional details of the Optional Panel Service requirements that the Supplier may be expected to fulfil in their entirety, when requested by Panel Customers in the Legal Services Contract.

- 4.1 Where the Supplier has indicated an ability to perform Value Added Services, the Supplier shall be required to perform those Value Added Services upon request by Panel Customers who have ordered Services under a Legal Services Contract with the Supplier.
- 4.2 Appendix 3 (Optional Specialisms) sets out the Optional Specialisms that the Supplier may (if qualified and competent to do so) be required to perform upon request by Panel Customers. Where the Supplier has indicated in their Tender their ability to perform any of the Optional Specialisms, the Supplier shall make the Optional Specialisms available to Panel Customers.
- 4.3 Any Supplier who has indicated their ability to perform any of the Optional Specialisms shall ensure that it (and the relevant Supplier Personnel) have the skills, qualifications and capability to provide legal advice to the Authority and/or the Panel Customer(s) for those Optional Specialisms.

Appendix 1 (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 1;

- 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
British Transport Police 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 Aviation Authority
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 Two (HS2) Ltd
Higher Education Funding Council for England (HEFCE)
Highways England Company Limited
HM Crown Prosecution Service Inspectorate
HM Treasury Sovereign Sukuk 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 and 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)
Network Rail Limited
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 Resolution Limited
UK Atomic Energy Authority
UK Commission for Employment and Skills
UKAR Corporate Services Limited
UK Export Finance
UK Government Investments Limited
UK Financial Investments Limited (UKFI)
UK Government Investments Financing plc
Urban Development Corporations
Valuation Office Agency
Youth Justice Board for England and Wales

Appendix 2 - Mandatory Specialisms

- 1.1 The Panel firms are required to have expertise in all aspects of the following Mandatory Specialisms of law required by Central Government, together with legal advice on any other legal specialism not referred to below but which is required to support the delivery of advice in these specialisms, to be able to deliver a full legal service. These include all contentious and non-contentious elements of the work (including cross-border matters), multi-jurisdictional advice (directly or the ability readily to source and manage quality assured advice from significant legal jurisdictions), international law, and any related tax advice:

Mandatory Specialism No.	Service	Scope
1	Corporate Finance	All aspects of corporate Finance including but not limited to: a) Corporate finance transactions and other financial transactions by way of loans; b) other credit transactions, guarantees, derivative products, contracts for differences or other means
2	Rescue, Restructuring & Insolvency	All aspects of rescue, restructuring and insolvency of financial institutions and other strategically important businesses (including liquidity and resolution processes)
3	Financial services, market and competition regulation	All aspects of financial services, market and competition regulation, including but not limited to the Financial Services and Markets Act, rules of the UK Listing Authority, takeovers, mergers and state aid.
4	Investment and Commercial Banking	All aspects of investment and commercial banking
5	Insurance and Reinsurance	All aspects of insurance and reinsurance (reinsurance can be provided either direct through the panel firms or through partners). Bidders would need to demonstrate this provision was in place.
6	Investment and Asset Management	All aspects of investment and asset management law including analysis, intervention and divestment strategies
7	Equity Capital Markets	All aspects of equity capital markets law including privatisation by way of sales, initial public offerings (IPOs) and equity derivative products.
8	Debt Capital Markets	All debt capital markets law including but not limited to list bond issues, commercial paper programmes, listed debt rescheduling, monoline credit wraps and credit derivative products
9	Asset Finance	All aspects of asset finance, structured finance (including securitisation) and project finance
10	High Value or complex transactions and disputes	All high value or complex transactions and disputes in highly regulated environments. This includes financial services of all kinds, energy (including generation, distribution and market interventions), water, transport (including aviation, road and maritime), pharmaceuticals, telecommunications, broadcasting and digital services.

11	High value or complex merger and acquisition activity	All high value or complex merger and acquisition activity including but not limited to restructuring/divestment of public interests (including establishment, restructuring and privatisation of government owned companies and assets and joint ventures)
12	Projects of exceptional innovation and complexity	A full legal service on Central Government projects and other matters which are characterised by exceptional innovation and complexity, which have potential impacts on national financial stability or other issues of national importance, or which involve the management of major risks to exchequer/taxpayer interests and the need for extreme urgency and confidentiality.

Appendix 3 - Optional Specialisms

The Finance and Highly Complex Transactions Panel Suppliers may also be asked to provide all aspects of external legal advice required in relation to the following legal specialisms, together with together with legal advice on any other legal specialism not referred to below but which is required to support the delivery of advice in these specialisms, to provide a full legal service. These include all contentious and non-contentious elements of the work, and any related tax advice:

Optional Specialism No.	Scope
1	Sovereign debt restructuring including international and EU structures and processes
2	International development/aid funding
3	International Financial organisations
4	All aspects of law and practice relating to international trade agreements, investments and associated regulations, and to the United Kingdom's exit from the European Union, in so far as they relate to the above projects
5	Credit / bond insurance, counter indemnities, alternative risk transfer mechanisms