

**PANEL AGREEMENT SCHEDULE 2 PART A: PANEL SERVICES**

**GENERAL LEGAL SERVICES**

**REFERENCE NUMBER**

**RM 3786**

**ATTACHMENT 7a**

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

**PART A (PANEL SERVICES)**

1. INTRODUCTION
   1. This Panel Agreement consists of a single Panel across two Tiers covering a broad range of specialisms and industry sectors.
   2. The purpose of this Schedule 2 (Part A: Panel Services) is to:

set out the scope of the Panel Services that the Supplier shall make available to all Panel Customers under this Panel Agreement;

provide a description of the Panel Services; and

set out the specific Standards and requirements applicable to the provision of Panel Services by the Supplier.

* 1. Current government policy is that all UK Central Government Ministerial Departments (excluding Regulators), their Executive Agencies and the successors of these bodies will procure general legal service requirements through this Panel Agreement, subject to paragraph 1.4 (below). Other Central Government bodies are also enabled to use this Panel Agreement but are not subject to this Policy.
  2. Appendix 1 (Authorised Panel Customer List) to this Schedule 2 (Part A: Panel Services) sets out identities of the Panel Customers authorised to use this Panel Agreement (as the same may be amended or updated from time to time). Panel Customers listed in Appendix 1 (Authorised Panel Customer List) will not be required to procure general legal services using this Panel Agreement where the following circumstances apply to the Panel Customer:

a Panel Customer has a specialist requirement for a Panel Service which cannot be met through this Panel Agreement; or

* + 1. a Panel Customer is able to demonstrate they can get better value for money from an alternative arrangement,

and in either case 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. 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 (excluding work relating the matters set out in paragraph 1.6 below), amounts to twenty thousand pounds (£20,000) or less; or
  2. The Panel Customer’s requirement (whether or not it is part of a wider piece of work involving related requirements) relates to transactional property work (including non-complex conveyancing and work relating to leases and licences) or employment litigation or other litigation work and the value of the fees the Panel Customer expects to be incurred amounts to twenty thousand pounds (£20,000) or less.
  3. This Panel Agreement will be managed centrally by the Authority. The Legal Services Contracts will be managed by the Panel Customer(s).

1. SCOPE OF THE REQUIREMENT
   1. The Authority and Panel Customers require external legal expertise and flexible resource to provide general legal services.
   2. The Supplier shall support the Authority and Panel Customers by providing resource to address gaps in existing legal expertise, periods of absence, lack of internal capacity and/or peaks in demand at short notice. A flexible responsive approach from the Supplier is therefore essential.
   3. This Panel Agreement 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 law, in areas of specialism including but not limited to property and taxation.
   4. This Panel Agreement also covers foreign law advice for the legal specialisms and industry sectors set out in this Schedule 2 (Part A: Panel Services). In the event that a Panel Customer needs foreign law advice and the Supplier has qualified and practising lawyers who are appropriately authorised to provide advice in the jurisdiction, as specified by the Panel Customer(s) then such advice may be provided under this Panel Agreement. However, provision of foreign law advice is not a mandatory requirement for Panel Suppliers nor is this Panel Agreement an exclusive route to market for foreign law for Panel Customers.
   5. There is no obligation on Panel Customers to place work under this Panel Agreement. Panel Customers will however, insofar as it is applicable to them and unless that policy is changed, comply with the Government policy described at paragraph 1.3 (above) in utilising this Panel Agreement appropriately.
   6. **Out of Scope**

This Panel Agreement is not accessible to wider public sector bodies not listed in Appendix 1 (Authorised Panel Customer List).

The scope of this Panel Agreement excludes:

legal advice regarding rail policy, rail franchises, rail competitions, and related advice; and

complex finance, capital markets and financial regulation work

This work is expected to be sourced via separate legal panel arrangements.

* 1. The Authority expects this Panel Agreement to cover the majority of project work undertaken by Panel Customers during the Panel Period. However, exceptionally complex, innovative and/or strategically important major projects for the Authority and Panel Customers may be covered under a different panel arrangement.

1. MANDATORY PANEL SERVICES
   1. This section sets out the Mandatory Panel Services that the Supplier is required to make available to Panel Customers as a condition of this Panel Agreement. The Supplier shall maintain the ability to provide the whole range of Mandatory Panel Services during the Panel Period and, subject to paragraph 3.2 (Obligation to accept Orders) and paragraph 3.3 (Notification of inability to accept Orders), shall accept all Orders from Panel Customers which fall within the scope of the Mandatory Panel Services, provided that the relevant Panel Customer complies with the applicable requirements of this Panel Agreement in respect of such Order(s).
      1. The Mandatory Specialisms listed in Appendix 2 (Mandatory 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.
      2. 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 in Appendix 3 (Optional Specialisms) 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 headings set out at Appendix 3 (Optional Specialisms), and whether or not the type of legal service or area of legal practice sought is specifically described or listed beneath the relevant heading.
   2. **Obligation to accept Orders**

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:

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;

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

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);

the Supplier cannot complete anti-money laundering checks satisfactorily;

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

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

* 1. **Notification of inability to accept Orders**

Where the Supplier is unable to accept an Order (whether pursuant to a Direct Award or Further Competition), 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.

* 1. **Supplier’s commitment to the Panel**

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.

If the Supplier is unable to accept Orders further to paragraphs 3.2.1.1, 3.2.1.2 or 3.2.1.3 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 this Panel Agreement by the Authority.

* 1. **Panel Services Requirements**

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).

The Supplier shall make the Mandatory Panel Services available to Panel Customers to Order throughout the Panel Period, in accordance with this Panel Agreement.

* 1. **Advice on Scottish Law**
     1. In the event that advice is required on Scottish 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:

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

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

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

* 1. **Delivery Of The Panel Services**

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 (or any successor or replacement to the same).

The Supplier shall ensure that:

all Panel Services are fit for purpose;

where the provision of the Panel Services involve the drafting, review or production or modification of documentation, such documentation is technically functional; and

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.

The Supplier shall, at all relevant times:

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

The Supplier shall, before accepting an Order from a new Panel Customer, request from the Panel Customer notification of all such policies which apply; and

comply with any relevant specific policies of the Authority and/or Panel Customers as are notified to the Supplier whether at the date of the Order or otherwise, and the Supplier shall, before accepting an Order from a new Panel Customer, request from the Panel Customer notification of all such policies which apply; and

ensure that it is (and all relevant Supplier Personnel are) properly and appropriately appraised on current law and forthcoming changes to the law.

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 the Ordered Panel Services to be provided with the Panel Customer to clarify and document:

the legal advice required;

how legal input will be structured to minimise costs and maximise efficiency;

how work previously undertaken for central Government can be re-used to reduce cost;

the levels and names of key personnel and lawyers working on performing the Ordered Panel Services;

which of the Panel Customer’s personnel can provide instructions and authorise additional work; and

the general management of the Ordered Panel Services and the provision by the Supplier thereof.

During the performance of Ordered Panel 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 3.7.4 (above), and (ii) ensure optimisation of efficiency and value for money in provision of the Ordered Panel 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.

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.

The Supplier shall have in place a Matter Management system. The Supplier shall provide Matter Management free of charge.

* + 1. The Supplier shall have in place from the Panel Agreement Commencement Datean eBilling process and system.
    2. The Supplier shall have in place within 12 months of Panel Agreement Commencement Datea procurement/cost reduction programme.
  1. **Working Arrangements**

**Collaborative Working**

The Supplier acknowledges and agrees that Panel Customers may request Suppliers from the Panel to work in collaboration with the Panel Customer’s internal lawyers or lawyers from other Panel Suppliers or from non Panel Suppliers with varying specialisms and experience to:

* + - * 1. support the delivery of novel, complex or strategically important Ordered Panel Services; and/or
        2. build and/or complement capability and capacity across the Panel.

The Supplier shall ensure their full cooperation to enable and facilitate wherever possible to operate in a collaborative way where a Panel Customer project requires this.

* 1. **Supplier Personnel Requirements**
     1. The Supplier shall ensure that all relevant Supplier Personnel hold a practising certificate as governed by the Solicitors Act 1974 as amended or replaced from time to time.
     2. The Supplier shall ensure that all Supplier Personnel involved in the delivery of Ordered Panel 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. The Supplier shall ensure that all Supplier Personnel provide the Ordered Panel Services with due skill, care and diligence, as expected of a skilled professional engaged in the performing services similar to the Ordered Panel Services.
     4. The Supplier shall make available to Panel Customers the following grades of Supplier Personnel:

|  |  |
| --- | --- |
| **Supplier Personnel** | **Description of role** |
| Partner (including senior / managing) | * 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; and * appropriate direct contribution to complex / important legal matters relating to a Legal Services Contract. |
| Senior Solicitor / Senior Associate/Legal Director | * main contact for day-to-day Panel Customer liaison (for more complex/significant and non-routine matters); * day to day Matter Management; * 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 * 5-7 years or more post qualified experience in relevant field of work. |
| Solicitor / Associate | * main contact for day-to-day Panel Customer liaison (for simple and routine matters); * performing (or supervising more junior grades in relation to) work typically requiring at least two years’ legal experience in the relevant field of work; * 3-5 years or more post qualified experience in relevant field of work; and * involving more senior grades of lawyer as appropriate. |
| Junior Solicitor | performing work that requires the level of expertise typically requiring up to two (2) years’ legal experience in the relevant field of work; |
| Trainee | performing work that can be appropriately delegated to a Trainee Solicitor; and |
| Paralegal | performing work that can be appropriately delegated to a Paralegal with 2 or more years of experience. |

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.

* 1. **Consultation**

The Supplier shall provide Panel Customer(s) with an initial consultation of up to two (2) hours to discuss developing/new legal matters, at no cost to the Panel Customer(s).

* 1. **Knowledge Sharing**

The Supplier shall make available to Panel Customers 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):

e- briefings, email alerts, hubs and webinars;

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

invitations and access to ~~statement of require~~ breakfast briefings, seminars, conferences and events;

general use of and access to the Supplier’s physical and electronic reference libraries located at the Supplier’s offices, given appropriate security access; and

invitations to masterclasses and industry events, when available.

The Supplier shall provide to the Authority with a minimum of ten (10) days 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.

The Supplier shall provide additional training (beyond that provided to the Authority under paragraph 3.11.2 (above)) to Panel Customers upon request. Such training shall be:

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

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

charged at no more than the Supplier’s Panel Rates.

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:

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;

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;

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

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

The Supplier shall offer free legal advice and training to the Authority, based on the level of expenditure/spend under the Panel Agreement, as set out in Table 4 – free legal advice depending on expenditure percentage of Panel Schedule 3 Charging Structure (Attachment 7).

* 1. **Location Requirements**

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

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 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.

The Supplier shall provide virtual and physical storage and ‘data rooms’, as requested to do so by Panel Customers, 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.

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.

* 1. **Travel and Related Expenses**

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.

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.

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.

* 1. **Panel Agreement Standards**

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:

ISO 9001 Quality Management Systems or equivalent;

ISO/IEC 27001 Information Security Management System or equivalent;

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

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

ISO/IEC 22301:2012 Business Continuity Management; and

ISO/IEC 22313:2012 Societal Security – Business continuity management systems – Guidance.

* 1. **Relationship Management**

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.

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.

The Supplier shall actively participate within the intended Supplier Relationship Management Programme.

The Authority will operate a Panel Agreement management process. It will principally involve the management of the Panel across both Tier 1 and Tier 2 and will also have the following roles:

1. collection of the Management Charge;
2. collection and reporting of Panel Agreement MI and KPIs;
3. dealing with issues concerning e-sourcing, Further Competitions and Direct Awards;
4. general day to day Panel relationship management; and
5. the provision of performance management information to the Supplier Relationship Management Programme.

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.

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.

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.

* 1. **Management Information**

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).

* 1. **Value Added Service Requirements**

The Supplier shall provide as a minimum, the following additional services (the “**Value Added Services**”) to Panel Customers at no additional charge:

**Exchange schemes**

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 two (2) 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 secondment shall be in the form set out in Annex 3 of Panel Schedule 4 (Template Order Form and Template Call Off Terms). All exchange schemes agreed shall operate for a minimum period of three (3) months.

**Secondments**

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 “**Secondee**”) where the Panel Customer is receiving Ordered Panel Services. Secondees shall be seconded for a minimum period of six (6) weeks 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).

1. OPTIONAL PANEL SERVICES

This section provides 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.

* 1. Where the Supplier has indicated in their Tender their ability to perform additional Value Added Services beyond those stated in paragraph 3 of this Schedule 2 (Part A: Panel Services), the Supplier shall be required to perform those additional Value Added Services upon request by Panel Customers.
  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.
  3. 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. 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.
  5. **Obligation to accept Orders for Optional Panel Services**

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

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;

the Supplier does not have adequate resources available to properly service the Order; and/or

the Supplier does not have the expertise in the types of legal services, areas of legal practice and/or industry sector specialisms necessary for the provision of such Optional Specialisms as may be requested by the Authority and/or Panel Customer(s).

**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.

1. 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 (*NEST*) |
| 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 2 (Mandatory Specialisms)**

| **Mandatory Specialism No.** | **Service** | **Scope** |
| --- | --- | --- |
| 1 | **Public law** | All aspects of public law including but not limited to:   1. powers and functions of Central Government including state aid and equalities law; and 2. 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** | All aspects of contracts and contract law including commercial contracts and other commercial arrangements including but not limited to:   1. 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; 2. 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 3. 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** | All aspects of competition law including but not limited to:   1. 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:   1. advice and support in relation to construction and infrastructure projects. |
| 5 | **Corporate law** | All aspects of corporate law including but not limited to:   1. company law; 2. public and private company transactions (including mergers & acquisitions and corporate finance); 3. share acquisition, disposals, capitalisations; 4. entity selection and formation of Government companies and Government joint ventures and venture capital advice; 5. directors’ duties; 6. company secretarial services; 7. operating and partnership agreements, mutual; 8. securities and governance matters; and 9. 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:   1. non-contentious employment matters relating to TUPE, COSOP, redundancies, restructuring, outsourcing, changes in terms and conditions, and reorganisations; and 2. contentious employment law including litigation and dispute resolution. |
| 8 | **Environmental law** | All aspects of environmental law including but not limited to:   1. 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:   1. contentious and non-contentious advice. |
| 10 | **Information law including data protection law** | All aspects of information law including but not limited to:   1. the law surrounding the use and control of information by public and private sector bodies, including domestic and EU data protection legislation; 2. international data transfers; 3. data protection laws, data requests and complying with the principles of transparency; and 4. Freedom of Information. |
| 11 | **Information technology law** | All aspects of information technology law including but not limited to:   1. information technology and telecoms procurement and contracting; 2. design, development, maintenance and support contracts; 3. re-structuring of contracts and/or services; 4. exit and migration/transition; and 5. 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:   1. 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 2. assignment and licensing of rights and commercialisation and exploitation of intellectual property. |
| 13 | **Litigation** | All aspects of litigation including but not limited to:   1. 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:   1. 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:   1. 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:   1. contentious and non-contentious partnership matters. |
| 17 | **Pensions law** | All aspects of pensions law including but not limited to:   1. private and public sector pension schemes; 2. the Civil Service Pension Scheme; and 3. 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:   1. planning strategy; 2. development projects and schemes; 3. applications for development, construction and change of use; 4. compulsory purchase orders and s106 agreements; and 5. planning/development inquiries and appeals. |
| 19 | **Projects/PFI/PPP** | Projects including but not limited to:   1. co-ordinated end to end legal services from any of the categories set out in this Appendix 2 (Mandatory Specialisms); and 2. 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:   1. the application of domestic and EU public procurement law; and 2. 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:   1. 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 2. real estate litigation. |
| 22 | **Restructuring/ Insolvency** | Restructuring/Insolvency including but not limited to:   1. supplier, partner and supply-chain insolvencies and re-structuring. |
| 23 | **Tax law** | Tax law including but not limited to:   1. the application of direct and indirect taxation. |

**Appendix 3 (Optional Specialisms)**

|  |  |  |
| --- | --- | --- |
| **Optional Specialism No.** | **Service** | **Scope** |
| 1 | **Education law** | Education law including but not limited to:   1. 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. |
| 2 | **Child law** | Child law, including but not limited to adoption, social work, child-related and child protection issues. |
| 3 | **Energy and natural resources** | Energy (including mining and nuclear) and natural resources including but not limited to:   1. 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:    * 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** | Including but not limited to:   1. water, air and land use, including emissions and pollution; 2. water services and quality; 3. flooding; 4. waste and recycling; 5. fisheries and marine; 6. food and farming; 7. animal and plant health and animal welfare; and 8. wildlife. |
| 5 | **Franchise law** | All aspects of franchise law including but not limited to:   1. the design and establishment of franchise arrangements; and 2. advice on contentious and non-contentious aspects of franchise agreements. |
| 6 | **Health and Healthcare** | Healthcare including but not limited to healthcare commissioning, all transactional, litigious and regulatory issues relating to Central Government and the NHS.  Excluding personal injury, mental health law. |
| 7 | **Health and safety** | All aspects of health and safety law including but not limited to:   1. 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** | 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. |
| 9 | **Public inquiries and inquests** | Public inquiries and inquests including but not limited to:   1. 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; 2. 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. |