



Australian Government  
Attorney-General's Department

# Whole of Australian Government Legal Services Panel

## **GUIDANCE MATERIAL**

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# Contents

## Part One

<b>Introduction</b> .....	1
1. Background.....	1
2. Purpose.....	1
3. Scope of the Panel.....	1
4. Opportunity for other Commonwealth bodies to opt-in.....	2
5. AGD's Role .....	2
6. Panel Fee .....	2
7. Flexibility Framework—10% Off-Panel Allowance .....	3
8. Flexibility Framework—Exemptions.....	4
9. Tied work .....	5
10. Counsel.....	5
11. Engaging AGS .....	5
12. Transitional arrangements .....	5

## Part Two

<b>Approaching the Panel</b> .....	6
13. Legal Services .....	6
14. Panel Rates.....	8
15. Pricing mechanisms .....	8

## Part Three

<b>Purchasing Legal Services from the Panel</b> .....	9
16. Overview.....	9
17. Request for Quotes.....	9
18. Joint responses to a Request for Quote .....	9
19. Bundling Arrangements.....	9
20. Value for money.....	10
21. Ordering Legal Services.....	10
22. Terms and conditions .....	11
23. Insurance requirements, limited liability schemes and proportionate liability.....	11

<b>Part Four</b>	
<b>Performance Management Framework</b> .....	12
24. Performance Management Framework overview .....	12
25. LSP Performance Assessment .....	13
<b>Part Five</b>	
<b>Reporting</b> .....	14
26. Reporting to AGD .....	14
27. Publishing by AGD .....	14
<b>Part Six</b>	
<b>Security and Confidentiality</b> .....	15
28. Security .....	15
29. Confidential Information not to be disclosed .....	15
<b>Attachments</b>	
<b>Attachment A Glossary of Terms</b> .....	16
<b>Attachment B Request for Quote Template</b> .....	19
<b>Attachment C Order Template</b> .....	22
<b>Attachment D Request for Exemption Form</b> .....	28



On 8 November 2017, the Secretary of the Attorney-General's Department published his review of Commonwealth Legal Services (the Review) to ensure an efficient and proportionate framework for the sustainable delivery of effective Commonwealth legal services. The Review emphasised the importance of a better framework for Commonwealth legal services, coordination and collaboration to improve outcomes and support efficiency, better and more consistent standards for government lawyers and in-house legal areas, and ensuring the best value external legal services.

Following the release of the Review, the Government committed to enhancing the management and delivery of legal services across the Commonwealth. As part of the reforms, the Attorney-General's Department (AGD) with the Department of Finance in consultation with stakeholders, has established a Whole of Australian Government Legal Services Panel (the Panel) to better leverage the Commonwealth's purchasing power and create efficiencies in the Commonwealth's engagement with external legal services providers. The Panel includes Legal Services Providers (LSPs) that have been successful in the tender process to provide legal services to the Commonwealth. Legal Services Providers included on the Panel have satisfied the tender evaluation criteria and value for money assessments.

All non-corporate Commonwealth entities as defined in the *Legal Services Directions* are required to use the Panel when purchasing domestic external legal services, with some exceptions. Other Commonwealth bodies may opt-in to use the Panel.

# Part One

## Introduction

### 1. Background

- 1.1 The Attorney-General's Department (AGD) through the Office of Legal Services Coordination (OLSC), has established a whole of Australian Government legal services panel (the Panel).
- 1.2 The objectives of the Panel are:
  - a. Optimising access to the right services;
  - b. Achieving the best price for those services;
  - c. Efficiency and reduction of red tape;
  - d. Fairness and transparency for Legal Services Providers; and
  - e. Facilitating access to key information for Agencies and Legal Services Providers.

### 2. Purpose

- 2.1 The purpose of this Guidance Material (this Guidance) is to provide information to Agencies and Legal Services Providers (LSPs) in relation to the operation of the Panel.
- 2.2 This Guidance must be read in conjunction with the relevant Commonwealth frameworks and policies, including the *Public Governance, Performance and Accountability Act 2013* (PGPA Act), Commonwealth Procurement Rules (CPRs), and the *Legal Services Directions 2017* (the Directions), as amended from time to time.
- 2.3 Agencies and LSPs must be familiar with the 'Panel Head Agreement' (Head Agreement). Agencies that have opted in to use the Panel must also be familiar with the 'Deed of Participation in the Whole of Australian Government Legal Services Panel Arrangement' (Deed of Participation).
- 2.4 Definitions set out in the Head Agreement and the Deed of Participation apply to this Guidance unless otherwise specified. A Glossary of Terms is included in this Guidance at **Attachment A**.
- 2.5 In the event of any inconsistency between this Guidance and the Head Agreement or the Deed of Participation, the terms of the Head Agreement will prevail. The Head Agreement and the Deed of Participation are available from AGD.

### 3. Scope of the Panel

- 3.1 Non-corporate Commonwealth entities are required to purchase external Legal Services from LSPs on the Panel, subject to exceptions in this Guidance.
- 3.2 Other Commonwealth public sector bodies, including corporate Commonwealth entities may elect to use the Panel by seeking approval from AGD and signing the Deed of Participation (see clause 4 for further information).
- 3.3 Limited exceptions to the requirement to use the Panel include:
  - a. the Flexibility Framework in clauses 7 and 8 of this Guidance:
    - i. 10% Off-Panel Allowance: up to 10% of an Agency's external legal professional fee expenditure may be outside the Panel;
    - ii. Exemptions: Agencies may apply to AGD for an exemption from using the Panel in exceptional circumstances;

- b. using panels established for specialised streams of technical legal work by the ACCC or the ATO (“Specialised Stream Panels”) in accordance with the terms of those panels;
- c. engaging the Australian Government Solicitor (AGS) for legal work, being either tied work as defined in the Directions or non-tied work (see clause 11); or
- d. engaging counsel to provide legal services.

#### **4. Opportunity for other Commonwealth bodies to opt-in**

- 4.1 Commonwealth bodies, including corporate Commonwealth entities, that are not required to use the Panel may opt-in to use the Panel. To opt-in, Commonwealth bodies should submit a written request to AGD at [lspanel@ag.gov.au](mailto:lspanel@ag.gov.au).
- 4.2 Commonwealth bodies that opt-in will be required to sign the Deed of Participation and adhere to this Guidance, including the requirement to purchase Legal Services from LSPs on the Panel, subject to the exceptions in clause 3.3.

#### **5. AGD’s Role**

- 5.1 AGD will administer the Panel for the benefit of participating Agencies, including:
  - a. Managing the Head Agreements between AGD on behalf of the Commonwealth and LSPs.
  - b. Monitoring the Panel to implement efficiencies for the Commonwealth.
  - c. Hosting the Legal Services Panel Portal (the Portal), a web based IT system to streamline the use of the Panel with functionality including searching for LSPs (their Practice Areas, rates, locations and key personnel), issuing Requests for Quote and Orders, reporting, performance ratings, and the display of Value Add Services.
  - d. Overseeing a performance management framework for LSPs and addressing systemic performance issues.
  - e. Coordinating access to value-add services offered by LSPs.
  - f. Providing high level analysis, reporting and strategic advice to support legal services decision making, planning and delivery across the Commonwealth.
  - g. Reviewing and refreshing the Panel.
  - h. Administering the Flexibility Framework.

#### **6. Panel Fee**

- 6.1 AGD will fund its activities of administering the Panel through a Panel Fee to be levied on Agencies. This will include the cost of reviewing the effectiveness of the Panel in its third year of operation and refreshing the panel, three to five years from the Panel Commencement Date.
- 6.2 The Panel Fee will be set by AGD at a rate within the range of 0.4% to 1% of an Agency’s expenditure on *external professional legal fees*. In any given year, all agencies will be charged the same Panel Fee rate. The rate will be adjusted by AGD annually within the range to ensure that the total Panel Fee collected from all agencies covers AGD’s forecast costs of administering the Panel.
- 6.3 For the purposes of calculating the Panel Fee:
  - a. the Agency invoiced by an LSP for Legal Services will be responsible for the Panel Fee associated with that expenditure; and
  - b. ‘*external professional legal fees*’ includes all external legal services expenditure, excluding: GST, disbursements, counsel, AGS and work performed through the ACCC’s and ATO’s Specialised Stream Panels.
- 6.4 AGD will invoice Agencies in June of each year for the following financial year, and Agencies must pay the Panel Fee to AGD no later than 30 September of each year.

- 6.5 The Panel Fee in each year will be calculated on the basis of each Agency's expenditure on *external professional legal fees* as reported to AGD in the most recently reported financial year. **Table 1** sets out the basis for calculation of the Panel Fee:

**Table 1**

Panel Year	For financial year commencing	Panel Fee basis	Panel Fee Rate	Due Date
<b>Year 1</b> 2019/20	1 July 2019	2017/18 <i>external professional legal fees</i> as reported to AGD by Agencies	0.53%	30 September 2019
<b>Year 2</b> 2020/21	1 July 2020	2018/19 <i>external professional legal fees</i> as reported to AGD by Agencies	TBA	30 September 2020
<b>Year 3</b> 2021/22	1 July 2021	2019/20 <i>external professional legal fees</i> as reported to AGD by Agencies	TBA	30 September 2021
<b>Year 4</b> 2022/23	1 July 2022	2020/21 <i>external professional legal fees</i> as reported (or confirmed) to AGD by Agencies	TBA	30 September 2022

- 6.6 The Panel Fee will not be charged to an Agency if the Panel Fee for that Agency is calculated to be less than \$500.
- 6.7 Where Agencies enter into arrangements for legal fees to be paid by, or refunded by, a third party (whether it is a Commonwealth entity or not), the Agency invoiced by the LSP will be responsible for the Panel Fee associated with that expenditure. Agencies may implement their own agreements or memoranda of understanding should they require.
- 6.8 Machinery of Government changes will be considered on a case by case basis where the changes are material in proportion to the Panel Fee payable. Agencies will be asked to assist with attributing legal expenditure between the new agencies.

## **7. Flexibility Framework—10% Off-Panel Allowance**

- 7.1 Agencies may purchase up to 10% of their annual *external professional legal fees* expenditure<sup>1</sup> from legal services providers that are not on the Panel. The 10% will be calculated on the basis of each Agency's expenditure on *external professional legal fees* as reported to AGD in the most recently reported financial year (see **Table 1**).
- 7.2 Agencies must manage their own off-Panel procurements, noting that off-Panel procurements must comply with the CPRs (if applicable to the Agency), and reported to AGD annually.

<sup>1</sup> Legal expenditure under the *Parliamentary Business Resources Regulations 2017* will not attract a Panel Fee and should not be reported as legal expenditure for the purposes of the Panel.

## 8. Flexibility Framework—Exemptions

- 8.1 AGD may grant an exemption to the requirement for an Agency to use the Panel in exceptional circumstances. If an Agency wishes to seek an exemption, it must apply to AGD for an exemption in writing and in the form at **Attachment D**.
- 8.2 AGD will consider the request for an exemption on a case by case basis. Consideration will be given to whether the request for exemption demonstrates exceptional circumstances.
- 8.3 Agencies must not engage a legal services provider for which it has sought an exemption, prior to the grant of an exemption by AGD.
- 8.4 If an exemption is granted the Agency must manage the procurement, noting that such procurements must comply with the CPRs (if applicable to the Agency), and reported to AGD annually.

### Examples—Exceptional Circumstances

#### An exceptional circumstance may arise in the following situations:

##### **Multi-party disputes**

- where LSPs on the Panel that could provide services in that Area of Law have been engaged by other parties to a multi-party dispute. In these circumstances, Panel LSP's may have a conflict of interest.

##### **Specialist Legal Services**

- where an Agency requires one-off, specialist legal services and there are no LSPs on the Panel that have the required expertise or capacity to provide those legal services.

##### **Remote location**

- where an Agency requires legal services to be delivered at a remote or regional location where it would not be practicable for a Panel LSP to provide the legal services.

##### **Benefit of particular lawyer or LSP**

- where an Agency can demonstrate that the matter would benefit from the advice of a particular LSP that is not on the Panel, for example due to their previous involvement in the matter.

##### **Arrangement with another party**

- where an Agency is not responsible for choosing the LSP due to a joint venture or other arrangement with another party.

## **9. Tied work**

- 9.1 The Panel does not affect arrangements for tied areas of Commonwealth legal work, as set out in the Directions.
- 9.2 Under the Directions, constitutional, Cabinet, national security, public international law and most drafting work undertaken for a non-corporate Commonwealth entity is tied to government providers of Legal Services, namely the Australian Government Solicitor, the Department of Foreign Affairs and Trade and the Attorney-General's Department.
- 9.3 The Directions provide that the Attorney-General may give approval for a LSP other than a tied provider to undertake tied work. The Panel rates will apply to tied work provided by an LSP that is included on the Panel and has been approved to undertake tied work, subject to clause 14.

## **10. Counsel**

- 10.1 The Panel does not affect arrangements for engaging counsel as set out in **Appendix D** of the Directions.
- 10.2 Lawyers briefed as counsel to provide advice or conduct litigation for the Commonwealth:
  - a. must have an OLSC rate;
  - b. must be separately invoiced; and
  - c. must be reported to AGD as counsel, including for the purposes of legal services expenditure reporting.

## **11. Engaging AGS**

- 11.1 Legal services from AGS are procured outside the Panel coordinated procurement. AGS is not part of the Panel, but complements the Panel as a central provider of legal services to the Commonwealth. Information on AGS and AGS's expertise and experience in all Areas of Law and Legal Support Services is available through the Portal.
- 11.2 Agencies may obtain tied or non-tied legal services from AGS without relying on the Panel Flexibility Framework.
- 11.3 Agencies can simultaneously seek quotes, including through the Portal, for legal services from Panel LSPs and from AGS, in order to consider value for money or other relevant factors.
- 11.4 Agencies must undertake and manage their procurement of legal services from AGS, and are responsible for compliance with the CPRs. AGS considers that Division 2 of the CPRs does not apply when an Agency procures legal services from AGS, consistent with **Attachment A** paragraph (2) of the CPRs.

## **12. Transitional arrangements**

- 12.1 Agencies must use the Panel for new Legal Services procured from the Panel Commencement Date, subject to the exceptions in this Guidance.
- 12.2 Agencies may have access to rates under pre-existing parcelling or panel arrangements that are more favourable than the rates under the Panel. Agencies may continue to use these pre-existing arrangements for new Legal Services until no later than 14 February 2020.
- 12.3 Agencies may transition their current engagements with LSPs that are on the Panel to the terms of the Head Agreement (see clause 4.6.1 of the Head Agreement).

# Part Two

## Approaching the Panel

### 13. Legal Services

- 13.1 Agencies may procure Legal Services from the Panel in relation to:
- a. Practice Areas within Areas of Law; and
  - b. Legal Support Services
- 13.2 The Areas of Law and their constituent Practice Areas are as follows:
- a. Workplace, Industrial Relations and Compensation:
    - i. **Employment and industrial relations**
    - ii. **Commonwealth workers' compensation** (including advice and representation under the Safety, Rehabilitation and Compensation Act 1988, as well as defence, military, veterans and seafarers legislation)
    - iii. **Workplace health and safety**
    - iv. **Compensation, damages and personal injury** (including management of common law asbestos-related condition liabilities of the Australian Government and related entities)
    - v. **Dispute resolution and litigation**
  - b. Public law:
    - i. **Administrative law** (including challenges to decision making, financial frameworks, and regulatory issues)
    - ii. **Freedom of information, privacy and public interest disclosure**
    - iii. **Human rights and discrimination**
    - iv. **Debt recovery**
    - v. **Dispute resolution and litigation**
  - c. Corporate and Commercial:
    - i. **General contract law** (including grants, funding agreements and Memoranda of Understanding)
    - ii. **Procurement and tendering**
    - iii. **Governance and Probity**
    - iv. **Corporations, markets, financial services and consumer credit law**, including:
      - i. Corporations, markets, financial services and consumer credit regulation,
      - ii. Auditor, insolvency practitioner and external administration regulation, and
      - iii. Transactional banking and finance matters, including project finance, restructures and taxation,
    - v. **Insurance (other than workplace)**
    - vi. **Intellectual property** (including professional and administrative patent and trademark services)

- vii. **Media** (including the regulation of areas such as the telecommunications industry, broadcasting, advertising and censorship)
  - viii. **Information and communications technology**
  - ix. **Insolvency and bankruptcy**
  - x. **Dispute resolution and litigation**
- d. **Property and environment:**
- i. **General property** (including tenure and titles matters, property development, redevelopment and management and compulsory acquisitions)
  - ii. **Transactional property** (including purchase, sale, leasing and dealings with estates and rights related to commercial, residential and agricultural land)
  - iii. **Construction and infrastructure** (including specialist legal expertise in building and construction law, including building contracts and building regulation)
  - iv. **Environment** (including areas of planning and environment law such as protection, conservation, environmental management, pollution, waste handling management, national parks and protected areas)
  - v. **Dispute resolution and litigation**
- e. **Litigation Specialisation**, generally relating to specific litigation, disputes and proceedings that require expertise in large scale, routine, and/or complex dispute resolution processes. Agencies should consider factors such as:
- i. the need for expertise in litigation or dispute resolution processes;
  - ii. routine litigation in large scale or high volume matters;
  - iii. complex or unusual legal and/or factual issues, such as historical claims, international disputes, etc.;
  - iv. significant expenditure; and
  - v. the need for a large, multidisciplinary and/or administratively efficient legal team because of multiple parties, volume of evidence, length of proceedings or numerous interlocutory stages. Such matters may include class actions, royal commissions, public inquiries, etc.
- 13.3 Agencies may also require short to medium term **Legal Support Services**:
- a. Provision of lawyers to provide Services at the Agency's premises, under the day to day management and direction of the Agency
  - b. Provision of lawyers to provide Services at a LSP's premises, under the day to day management and direction of the Agency, with support and/or supervision of the LSP
  - c. Provision of legal support staff including paralegals and administrative officers under the management and supervision of the Agency.
- 13.4 Dispute resolution and litigation is listed under several Areas of Law, and relates to matters comprising disputes, regulatory proceedings or monetary claims relevant to that Area of Law. The Litigation Specialisation Area of Law is available to all Agencies, but was designed to cater to the unique needs of the Department of Defence, for matters that fall within the criteria described in 13.2(e) above.
- 13.5 Agencies have the discretion to obtain Services under the area they consider most relevant, including a Practice Area or Legal Support Services. Agencies should make an initial assessment as to the particular Services required before using the Panel.
- 13.6 If Agencies require Services that do not fall within a Practice Area, the Services must be obtained under the Practice Area most relevant to the work.

- 13.7 If an Agency anticipates that work may cross more than one Practice Area or Area of Law, the Agency should consider engaging a LSP that has been accepted to provide Services in each of the relevant Practice Areas or Areas of Law. Once an Agency is satisfied that the LSP has the required expertise, the Services should be obtained under the Practice Area most relevant to the work and for fees no higher than the LSP's Panel Rates for that Practice Area.

#### **14. Panel Rates**

- 14.1 LSPs' Panel Rates are available to Agencies on the Portal and the Head Agreement.
- 14.2 An Agency may negotiate lower Fees or innovative pricing arrangements (including Bundling Arrangements) with LSPs.
- 14.3 A LSP may only charge more than the Panel Rate if the Agency determines that the agreed price provides better value for money. For example, blended rates may exceed a lawyer's hourly rate but provide better overall value for money to the Agency.

#### **15. Pricing mechanisms**

- 15.1 An Agency may request that an LSP provide a quote using a particular pricing mechanism, so long as the maximum rate does not exceed the Panel Rate, except as outlined in clause 14.3.
- 15.2 Pricing arrangements that Agencies may consider include, but are not limited to:
- a. hourly rates, broken down per lawyer level;
  - b. daily rates;
  - c. hourly/daily secondment rate;
  - d. blended rate (i.e. one hourly rate that applies regardless of the level of the lawyer);
  - e. fixed price (i.e. agree up front on the total cost of the matter);
  - f. fixed cap (i.e. invoices for a matter cannot exceed a fixed amount);
  - g. milestone payments (i.e. with each milestone being capped or each milestone having a fixed price); or
  - h. a combination of any of the above pricing mechanisms.
- 15.3 Details of the agreed pricing arrangements must be included in the Order documentation. For example, if an Agency is using the Order template, details of the pricing arrangements must be included under the 'Fees and Disbursements' item.

# Part Three

## Purchasing Legal Services from the Panel

### **16. Overview**

- 16.1 Agencies may issue LSPs with a Request for Quote (RFQ) or directly issue an Order for the provision of Legal Services.

### **17. Request for Quotes**

- 17.1 Agencies may invite any number of the LSPs in the relevant Practice Area to submit a quote. Agencies should consider the scale and scope of the Services required in deciding how many LSPs to approach.
- 17.2 Agencies are encouraged to use the RFQ template as provided in **Schedule 5 (Request for Quote Template)** of the Head Agreement (see **Attachment B**). However, use of the RFQ template is not mandatory and Agencies may amend the template or use an agency specific form or another manner to request a quote for Legal Services.
- 17.3 In seeking quotations, Agencies may negotiate rates or Fees for Services that are different to the Panel Rates, by:
- Seeking quotes on a fixed price or other basis;
  - Requesting innovative pricing, such as blended rates; or
  - Bundling a number of requirements for Services in one Order (see clause 19).
- 17.4 Subject to clause 22.2, in seeking quotations, an Agency may request Additional Terms, or additional requirements such as reporting, security or insurance.
- 17.5 When seeking quotations from LSPs for any type of Legal Services an Agency should have regard to the reasonable time frames required to prepare and lodge a quotation.

### **18. Joint responses to a Request for Quote**

- 18.1 An Agency may specify whether joint responses are permissible under the 'Other Requirements' item of the RFQ template.
- 18.2 Two or more LSPs appointed to the Panel may jointly respond to a RFQ issued by an Agency, if this is permitted in the RFQ.

### **19. Bundling Arrangements**

- 19.1 Agencies can approach LSPs to submit detailed quotes that are more competitive than the Panel rates (better value for money, innovative, fixed prices, etc.) for specified Legal Services, in the form of a Bundling Arrangement with one or more LSPs.
- 19.2 Bundles may range from a specific task or matter, to broader categories of work required over a period of time. For example, an Agency could choose to bundle all of its employment law services, or all of its merits review matters, or it could bundle its Legal Services needs by a particular Practice Area, over a period of time.

- 19.3 Bundling Arrangements may be suitable for Agencies with high volume routine matters, with a steady level of work or expenditure.
- 19.4 Bundling Arrangements must be consistent with the objectives of the Panel. In bundling Legal Services, Agencies:
  - a. must not seek to cover all of their Legal Services requirements in a single arrangement for a fixed period;
  - b. must not use arrangements which are designed to frustrate the operation of the Panel; and
  - c. should seek to use or try a range of LSPs that best suits its needs and should not prevent genuine consideration of alternative providers.
- 19.5 Two or more Agencies may agree to undertake Bundling together by seeking quotes from LSPs for a collective Bundling Arrangement of Legal Services. When utilising a collective Bundling Arrangement, Agencies will need to make the approach clear in the RFQ documentation, including whether a single contract will be entered into with the selected LSP(s).
- 19.6 Agencies must inform AGD of the negotiated rates and the scope of Services within Bundling Arrangements to encourage consistent pricing across the Commonwealth and leverage the Commonwealth's negotiating power. Where appropriate, AGD may publish this information on the Portal.
- 19.7 When establishing Bundling Arrangements, Agencies must include a clause allowing the agreed rates to be shared with AGD and other Agencies. Agencies will need to make this approach clear in the RFQ documentation by specifying under the 'Other Requirements' item of the RFQ template that agreed rates may be collected and used by AGD and shared with Agencies on a confidential basis for the purpose of achieving the objectives of the Panel.

## **20. Value for money**

- 20.1 The Panel consists of LSPs that have been assessed as providing value for money for the specific Practice Areas for which they have been selected. Using an LSP for a Practice Area for which they were not selected for the Panel may not provide value for money, and must only be done within the Flexibility Framework (see clauses 7 and 8).
- 20.2 An LSP's Panel Rates are the maximum rate that an LSP may charge for Legal Services.
- 20.3 Agencies must ensure that the total amount of a quotation is not higher than the amount that would be produced, had the quotation been calculated in accordance with the LSPs' Panel Rates, except:
  - a. if the Agency has specified in an RFQ that it will consider higher Fees where the LSP's solution provides better value for money; or
  - b. if the LSP has an innovative solution to the Services specified in the RFQ that provides better value for money.

## **21. Ordering Legal Services**

- 21.1 A separate Contract will be formed between the LSP and an Agency when an Agency issues an Order, unless the Order is rejected.
- 21.2 An Agency may issue an Order for Legal Services to an LSP without first conducting an RFQ process. This will form a contract at the rates provided in the Head Agreement.
- 21.3 An Agency's Order may include a Bundling Arrangement.
- 21.4 The Order template at **Schedule 6 (Order Template)** of the Head Agreement can be used when procuring Legal Services through the Panel. However, use of the Order template is not mandatory and Agencies may amend the template or use an agency specific form or other manner to order Legal Services. An example of a completed Order is at **Attachment C**.

## **22. Terms and conditions**

- 22.1 When procuring Legal Services, the terms and conditions of each Contract will be as set out in the Head Agreement, the Order and any other documents specified as being part of, incorporated into, or otherwise applicable to the Contract.
- 22.2 Additional Terms of an Order cannot modify the terms and conditions of the Head Agreement, to reduce the obligations on a LSP that would apply to a Contract, unless they:
  - a. are specified in the applicable Order; and
  - b. have been approved in writing by AGD prior to the issue of the Order.

## **23. Insurance requirements, limited liability schemes and proportionate liability**

- 23.1 The Head Agreement sets out insurance requirements for LSPs including:
  - a. professional indemnity insurance for an amount not less than AU\$5 million per occurrence and AU\$10 million in aggregate;
  - b. public liability insurance for an amount of not less than AU\$10 million per occurrence; and
  - c. workers' compensation insurance as required by law.
- 23.2 Agencies are able to state Agency specific insurance requirements. However, Agencies should only request additional insurance requirements if necessary. The RFQ and Order templates allow for additional insurance requirements to be added.
- 23.3 LSPs on the Panel are permitted to be members of State or Territory law society limitation of liability schemes provided they have a liability cap for an amount not less than AU\$10 million.

# Part Four

## Performance Management Framework

### **24. Performance Management Framework overview**

- 24.1 LSPs must maintain a high standard of quality and delivery of Services by its Personnel and subcontractors, including compliance with all requirements of the Head Agreement and any additional requirements in an Order.
- 24.2 Agencies may assess and report on LSP performance in accordance with the Performance Management Framework provided in the Head Agreement (**Schedule 7**). The performance measures provided in the Head Agreement are as follows:
  - 24.2.1 Legal Expertise
    - a. legal advice is relevant, accurate, succinct, practical and offers creative solutions where applicable;
    - b. the capability and availability of Nominated Personnel;
    - c. preparation of documentation to high level of accuracy and in plain English;
    - d. appropriate dispute resolution/litigation strategies; and
    - e. the Services provided met the Agency needs, and requirements of the Order.
  - 24.2.2 Communication
    - a. proactive and effective communication with Agencies;
    - b. responsiveness; and
    - c. Agency reference numbers included in all correspondence.
  - 24.2.3 Customer Service
    - a. understanding of Agency's needs;
    - b. effective management of timelines;
    - c. effective budget management;
    - d. service provision managed diligently; and
    - e. reasonable assistance provided in respect of any inquiry concerning the Legal Services Provider's performance of Ordered Services.
  - 24.2.4 Value for Money
    - a. the Services provided by the Legal Services Provider delivered value for money.
- 24.3 Performance information may be collected, used by AGD and shared with Agencies on a confidential basis for the purpose of achieving the objectives of the Panel.
- 24.4 The Performance Management Framework does not replace any process or contract management arrangements that Agencies and LSPs wish to use in order to deliver performance feedback.

## **25. LSP Performance Assessment**

- 25.1 Once the functionality is available, Agencies may assess LSP performance using the Portal, by providing numerical ratings associated with the four performance measures in clause 24.2 (Legal Expertise, Communication, Customer Service and Value for Money).
- 25.2 Performance assessments may be undertaken at the conclusion of matters, or as the Agency considers appropriate.
- 25.3 Performance assessments should be conducted by Agency Personnel who have been significantly involved in the Legal Services being provided. However, it is a matter for an Agency to determine an appropriate level of quality assurance and control over the performance assessment process. In certain circumstances, AGD may contact the Agency Personnel for more information about a performance assessment.
- 25.4 Performance assessment ratings will be aggregated into an average numerical rating for each LSP's performance in relevant Practice Areas.
- 25.5 Performance ratings can be accessed by all Agencies on the Portal. LSPs will be able to view only their aggregate ratings for Practice Areas, but will have no visibility of the specific rating provided by individual Agencies or the ratings for other LSPs.
- 25.6 All information provided under the Performance Management Framework is classified as Confidential Information (see clause 29).

# Part Five

## Reporting

### **26. Reporting to AGD**

- 26.1 Agencies must report their 10% off-Panel Allowance expenditure annually to AGD within 60 days after the end of each financial year (see clause 7).
- 26.2 Agencies must report their Exemptions expenditure annually to AGD within 60 days after the end of each financial year (see clause 8).
- 26.3 LSPs are responsible for reporting Panel expenditure on a quarterly basis to AGD. However, Agencies will be responsible for certifying that the expenditure data is consistent with the Legal Services it has received. Agencies must certify LSP expenditure data within 60 days after the end of each financial year.
- 26.4 Clauses 26.1, 26.2 and 26.3 do not apply to Agencies that are exempt from reporting to AGD in accordance with paragraph 11.1(da) of the Directions, including government business enterprises. Such Agencies must complete a Certificate of Compliance and Expenditure for Non-reporting Agency and provide it to AGD within 90 days after the end of each financial year (**Attachment E**).
- 26.5 Further direction is set out in Guidance Note 3 (Compliance with the Directions) and Guidance Note 8 (Reporting of Legal Services Expenditure) and can be found at [www.ag.gov.au](http://www.ag.gov.au).

### **27. Publishing by AGD**

- 27.1 AGD will publish its forecast costs of administering the Panel and the amount to be cost-recovered annually, within 90 days of the end of the financial year.

# Part Six

## Security and Confidentiality

### **28. Security**

28.1 The Head Agreement outlines security requirements that LSPs must meet. Agencies can specify additional security requirements in an Order, for example, that Personnel working on the matter must have or obtain a national security clearance.

### **29. Confidential Information not to be disclosed**

29.1 Agency Personnel must not disclose Confidential Information of an LSP to a third party without the express written consent of that LSP. Agencies must ensure that all Confidential Information is used or disclosed in accordance with the confidentiality provisions in clause 22 of the Head Agreement.

29.2 The Portal contains Confidential Information and enables the sharing of such information. Examples of Confidential Information accessible through the Portal include LSP Panel Rates and Performance Management Framework ratings associated with LSPs.

29.3 Agencies should be aware of their responsibility to maintain confidentiality when working with secondees from a LSP.

# Attachment A

## Glossary of Terms

<b>ABN</b>	the Australian Business Number issued by the Australian Taxation Office.
<b>Accounting Standards</b>	the standards of that name maintained by the Australian Accounting Standards Board (referred to in section 227 of the <i>Australian Securities and Investments Commission Act 2001</i> (Cth)); or other accounting standards which are generally accepted and consistently applied in Australia.
<b>Additional Terms</b>	any terms and conditions additional to those stated in the Head Agreement and agreed by the Legal Services Provider and an Agency and included in an Order.
<b>AGD</b>	the Commonwealth Attorney-General's Department, and includes any department, agency or authority of the Commonwealth which is from time to time responsible for administering the Panel.
<b>Agency</b>	any Commonwealth public sector body that is required, or elects, to procure legal services from the Panel.
<b>Agency Material</b>	any Material provided by an Agency to the Legal Services Provider for the purposes of a Contract, or derived at any time from that Material.
<b>Areas of Law</b>	an area or areas of law specified in <b>Schedule 2 (Statement of Requirement)</b> and <b>Schedule 3 (Service Areas and Key Personnel)</b> of the Head Agreement, to which the Legal Services Provider has been accepted to provide Services, as amended from time to time in accordance with clause 4.3.2 of the Head Agreement.
<b>Bundling Arrangement</b>	means the provision of one or more Services as specified in an Order.
<b>Commonwealth</b>	means the Commonwealth of Australia.
<b>Commonwealth Procurement Rules (CPRs)</b>	the <i>Commonwealth Procurement Rules</i> issued by the Minister for Finance under section 105B of the <i>Public Governance Performance and Accountability Act 2013</i> (Cth) as amended from time to time.
<b>Confidential Information</b>	<p>information that is protected by privacy, secrecy and non-disclosure provisions or by its nature confidential, and</p> <p>(a) in the case of AGD or an Agency is:</p> <ul style="list-style-type: none"> <li>i Contract Material, not including Existing Material; or</li> <li>ii Agency Material, and</li> </ul> <p>(b) in the case of the Legal Services Provider is listed at <b>Schedule 9 (Legal Services Provider's Confidential Information)</b> of the Head Agreement and/or described in an Order,</p> <p>but does not include information which is or becomes public knowledge other than by a breach of the Head Agreement, or any Contract, or law.</p>
<b>Conflict of Interest</b>	any matter, circumstance, interest, or activity affecting the Legal Services Provider, its Personnel or Subcontractors which may or may appear to impair the ability of the Legal Services Provider to provide the Legal Services to an Agency diligently and independently.

## Glossary of Terms

<b>Contract</b>	a contract for the provision of Legal Services formed between the Legal Services Provider and an Agency by the Agency issuing an Order to the Legal Services Provider in accordance with the Head Agreement.
<b>Contract Material</b>	any Material: (a) created for the purposes of a Contract; (b) provided or required to be provided to the Agency as part of the Ordered Services; or (c) derived at any time from the Material referred to in (a) or (b) above, but does not include the Legal Service Provider's internal working papers.
<b>Counsel</b>	a barrister from the private bar, or a legal practitioner engaged as a barrister, briefed to advise or appear in tribunal or court proceedings, but does not include the Solicitor-General of the Commonwealth.
<b>Existing Material</b>	(a) any pre-existing Material; and (b) any other Material, created independently of an Order after the Order Commencement Date, which is made available to the Agency by the Legal Services Provider for the purpose of a Contract, on or following the Commencement Date, including but not limited to the Legal Services Provider's templates and precedents.
<b>Fees</b>	the Legal Services Provider's fees listed in <b>Schedule 4 (Fees and Disbursements)</b> of the Head Agreement and in an Order.
<b>Flexibility Framework</b>	The framework in clauses 7 and 8 of this Guidance, consisting of the 10% Off-Panel Allowance and Exemptions.
<b>Head Agreement</b>	the Panel Head Agreements between AGD and the Legal Services Providers.
<b>Legal Services or Services</b>	For the purposes of the Head Agreement, as the context requires: (a) services provided to AGD in relation to the administration of the Head Agreement; (b) any Value Add Services; or (c) any part of the Services described in <b>Schedule 2 (Statement of Requirement)</b> of the Head Agreement for which the Legal Services Provider is approved in <b>Schedule 3 (Service Areas and Key Personnel)</b> of the Head Agreement. For the purposes of a Contract, the Ordered Services provided, or to be provided, by the Legal Services Provider.
<b>Legal Services Directions</b>	the Commonwealth Attorney-General's <i>Legal Services Directions 2017</i> issued under s 55ZF of the <i>Judiciary Act 1903</i> (Cth), as amended from time to time.
<b>Legal Support Services</b>	the Services described under the heading Legal Support Services in <b>Schedule 2 (Statement of Requirement)</b> of the Head Agreement.
<b>Material</b>	anything in relation to which Intellectual Property rights arise.
<b>Order</b>	an order in the form of <b>Schedule 6 (Order Template)</b> of the Head Agreement, or in another form issued by an Agency, to the Legal Services Provider for the provision of Legal Services, which may include a Bundling Arrangement.
<b>Order Commencement Date</b>	the date specified in an Order that the Ordered Services are to commence.
<b>Ordered Services</b>	the Services described in an Order to be provided by the Legal Services Provider.
<b>Panel Commencement Date</b>	the date AGD determines Agencies may start using the Panel

## Glossary of Terms

<b>Legal Services Panel Portal or Portal</b>	the web based information technology system available to agencies to streamline the use of the Panel. The Portal features are being developed and not all features may be available from the Panel Commencement Date.
<b>Panel Rates</b>	the Legal Services Provider's fees as listed in <b>Schedule 4 (Fees and Disbursements)</b> of the Head Agreement.
<b>Performance Management Framework</b>	the framework described in <b>Schedule 7 (Performance Management Framework and Service Levels)</b> of the Head Agreement.
<b>Personnel</b>	in relation to: <ul style="list-style-type: none"> <li>(a) the Legal Services Provider, any natural person who is a partner, officer, employee, agent or professional advisor of the Legal Services Provider or of a Subcontractor; and</li> <li>(b) AGD or an Agency, any natural person, other than a person referred to in paragraph (a), who is an officer, employee, agent or professional advisor of AGD or an Agency.</li> </ul>
<b>Practice Areas</b>	the specialised subject areas within the Areas of Law as listed in <b>Schedule 2 (Statement or Requirement)</b> and <b>Schedule 3 (Service Areas and Key Personnel)</b> of the Head Agreement, to which the Legal Services Provider has been accepted to provide Services, as amended from time to time in accordance with clause 4.3.2 of the Head Agreement.
<b>Request for Quote or RFQ</b>	a request by an Agency to the Legal Services Provider to provide a quotation for Services, in the format set out in <b>Schedule 5 (Request for Quote Template)</b> of the Head Agreement, or similar, or as otherwise agreed with the Agency.
<b>Service Levels</b>	the service levels contained in <b>Schedule 7 (Performance Management Framework and Service Levels)</b> of the Head Agreement.
<b>Services</b>	refer to the definition for Legal Services.
<b>Value Add Services</b>	Services that the Legal Services Provider will provide to AGD and/or Agencies at no cost as set out in <b>Schedule 4 (Fees and Disbursements)</b> of the Head Agreement.

# Attachment B

## Request For Quote for Legal Services

### Agency Information Agency Information

<b>Agency:</b>	<i>[Insert Agency name]</i>
<b>Agency File Reference:</b>	<i>[Insert Agency's File Reference]</i>
<b>RFQ Reference:</b>	<i>[Insert Agency's RFQ reference number]</i>
<b>Agency Representative:</b>	<i>Name: [Insert contact name]</i> <i>Position: [Insert title]</i> <i>Address: [Insert address, including postcode]</i> <i>Email: [Insert email address]</i> <i>Telephone: [Insert telephone number, including area code]</i> <i>Mobile: [Insert mobile number]</i>

### RFQ and Proposed Order Details

<b>RFQ Release Date:</b>	
<b>RFQ Closing Date:</b>	
<b>Proposed Order Commencement Date:</b>	
<b>Proposed Order Term and/or Completion Date:</b>	

### Statement of Work

<b>Area of Law:</b>	<i>[Insert the relevant Area of Law from the SOR]</i>
<b>Practice Area:</b>	<i>[Insert the Practice Area for the relevant Area of Law from the SOR]</i>
<b>Detailed Statement of Work:</b>	<i>[Insert a detailed description of Legal Services required, including relevant background material. A separate Statement of Work may be referenced and attached]</i>
<b>Timeframes and Milestones:</b>	<i>[Insert proposed timeframes and/or milestones for Legal Services]</i>
<b>Location:</b>	<i>[Insert the required work location/site, or insert 'Not Applicable']</i>
<b>Agency Material:</b>	<i>[List any documents attached to the RFQ.]</i>
<b>Existing Material</b>	<i>[Insert details of any Existing Material or insert 'Not Applicable']</i>
<b>Contract Material</b>	<i>[Unless specified in the Statement of Work, insert details of any Contract Material]</i>

## Request For Quote for Legal Services

### Confidential Information

*[Include details in table below or insert Not Applicable]*

Agency Confidential information (for example)	Period of Confidentiality
Agency data	Indefinitely
Any Personal Information held by the Agency	Indefinitely
Security Classified Information	Indefinitely

  

Legal Services Provider Confidential information	Period of Confidentiality

*[Information on confidentiality provisions is available at: <https://www.finance.gov.au/procurement/procurement-policy-and-guidance/buying/contract-issues/confidentiality-procurement-cycle/principles.html>]*

### Additional Terms

*[Insert any terms and conditions required by the Agency in addition to the standard terms and conditions in the Head Agreement, or insert 'Not Applicable']*

### Additional Security Requirements

*[State any additional security requirements to the requirements contained in the Head Agreement, or that apply to particular aspects of work (e.g. Protected security clearance required) or insert 'Not Applicable']*

### Additional Insurance Requirements

*[Insert additional requirements (if any) for relevant insurance e.g.*

- a) Professional indemnity insurance for an insured amount of [\$ insert amount] per occurrence and not less than [\$ insert amount] in the aggregate;*
- b) Public liability insurance for an insured amount of [\$ insert amount] per occurrence and not less than [\$ insert amount] in aggregate; and*
- c) Workers' compensation insurance as required by Law; or*

*insert 'Not Applicable'. Where 'Not Applicable' is specified, the insurance requirements under the Head Agreement will apply.]*

### Other Requirements

*[For example, Nominated Personnel performing the Legal Services may be required to sign a deed and acknowledgements relating to confidentiality, security, moral rights, intellectual property and other relevant matters as required by the Agency. Any Contract will be conditional on this occurring]*

*[Insert any other relevant requirements or Legal Services Provider's offering above those specified in the Head Agreement, including the Schedules, for example in relation to:*

- a) Special conditions*
- b) Reporting*
- c) Value Add Services*
- d) Performance and evaluation*
- e) Particular requirements concerning activities that must be undertaken jointly with other existing Agency Legal Services Providers]*

### Fees and Disbursements

*[Insert details of fee and disbursements e.g. rates, fixed fee, blended rates, whether the RFQ is for a Bundling Arrangement, and disbursements (if applicable)]*

## Request For Quote for Legal Services

### Nominated Person Details

<b>Required Qualifications and Experience</b>	<i>[Include details of mandatory/desired qualifications and experience or security clearance required]</i>
<b>Nominated Personnel</b>	<i>[Insert the required Nominated Personnel details, or insert 'Not Applicable']</i>
<b>Subcontractors</b>	<i>[Insert details of its proposed Subcontractors for preapproval, or insert 'Not Applicable']</i>

## Legal Services Provider Response to RFQ

<b>Quotation (GST incl.)</b>	<i>[Insert estimate of fees and disbursements, including rates, fixed fee, blended rates, Bundling Arrangements, and disbursements (as applicable)]</i>
<b>Nominated Personnel</b>	<i>[Insert details of the Nominated Personnel]</i>
<b>Conflict of Interest</b>	<i>[Include details of any Conflict of Interest and how the Legal Services Provider proposes to resolve or otherwise deal with the Conflict of Interest]</i>
<b>Other Comments</b>	<i>[Any other relevant comments, including with regard to timeframes, etc.]</i>

# Attachment C

## Order for Legal Services

*[Legal Services Provider's Representative]*

*[Legal Services Provider's Name]*

*[Legal Services Provider's Address]*

*[Legal Services Provider's ABN or ACN]*

*Sent via: [email]: [Legal Services Provider's email address]*

### Agency Order Information

**Agency:** *[Insert Agency name]*

**Agency File Reference:** *[Insert Agency's File Reference]*

**Order Number:** *[Insert Agency's reference number for this Order for Legal Services]*

### Order Commencement Date and Term

**Order Commencement Date:**

**Order Term and Extensions:**

- a) *[xxxx] from the Order Commencement Date (Initial Term).*
- b) *The Agency may in its sole discretion extend the Initial Term of this Order for a further period or periods, up to [XX months/years], on the same terms and conditions of this Order, by giving at least 1 month's prior written notice to the Legal Services Provider (or such shorter period of notice as is agreed with the Legal Services Provider), prior to end of the Initial Term of this Order (extension period/s).]*

### Statement of Work

**Area of Law:** *[Insert the relevant Area of Law from the SOR]*

**Practice Area (if any):** *[insert the Practice Area (if any) for the relevant Area of Law from the SOR]*

**Detailed Statement of Work:** *[Insert a detailed description of Legal Services required, including relevant background material. A separate Statement of Work may be referenced and attached]*

**Timeframes and Milestones:** *[Insert proposed timeframes and/or milestones for Legal Services]*

**Nominated Personnel:** *[Insert details of the Nominated Personnel accepted by the Agency for this Order for Legal Services]*

**Subcontractors** *[Insert details of approved subcontractors for this Order for Legal Services, or insert 'Not Applicable']*

**Counsel** *[Insert details of any Counsel for this Order for Legal Services, or insert 'Not Applicable']*

**Location:** *[Insert the required work location/site, or insert 'Not Applicable']*

**Additional Terms:** *[Insert any terms and conditions required by the Agency in addition to the standard terms and conditions in the Head Agreement, or insert 'Not Applicable']*

## Order for Legal Services

<b>Fees and Disbursements</b>	<p><i>[Insert details of fees and disbursements e.g.:</i></p> <ul style="list-style-type: none"> <li><i>a) LSP quotation from RFQ (if applicable); or</i></li> <li><i>b) Head Agreement rates; or</i></li> <li><i>c) Rates under an existing Bundling Arrangement.</i></li> </ul> <p><i>Disbursements may be approved at a later stage]</i></p>																
<b>Agency Material:</b>	<i>[List any documents attached to the RFQ.]</i>																
<b>Existing Material</b>	<i>[Insert details of any Existing Material or insert 'Not Applicable']</i>																
<b>Contract Material</b>	<i>[Unless specified in the Statement of Work, insert details of any Contract Material]</i>																
<b>Confidential Information</b>	<p><i>[Include details in table below or insert Not Applicable]</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #004a6c; color: white;"> <th style="text-align: center;">Agency Confidential information (for example)</th> <th style="text-align: center;">Period of Confidentiality</th> </tr> </thead> <tbody> <tr> <td>Agency data</td> <td>Indefinitely</td> </tr> <tr> <td>Any Personal Information held by the Agency</td> <td>Indefinitely</td> </tr> <tr> <td>Security Classified Information</td> <td>Indefinitely</td> </tr> </tbody> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #004a6c; color: white;"> <th style="text-align: center;">Legal Services Provider Confidential information</th> <th style="text-align: center;">Period of Confidentiality</th> </tr> </thead> <tbody> <tr> <td style="height: 20px;"> </td> <td> </td> </tr> <tr> <td style="height: 20px;"> </td> <td> </td> </tr> <tr> <td style="height: 20px;"> </td> <td> </td> </tr> </tbody> </table> <p><i>[Information on confidentiality provisions is available at: <a href="http://www.finance.gov.au/procurement/procurement-policy-and-guidance/buying/contract-issues/confidentiality-procurement-cycle/principles.html">http://www.finance.gov.au/procurement/procurement-policy-and-guidance/buying/contract-issues/confidentiality-procurement-cycle/principles.html</a>]</i></p>	Agency Confidential information (for example)	Period of Confidentiality	Agency data	Indefinitely	Any Personal Information held by the Agency	Indefinitely	Security Classified Information	Indefinitely	Legal Services Provider Confidential information	Period of Confidentiality						
Agency Confidential information (for example)	Period of Confidentiality																
Agency data	Indefinitely																
Any Personal Information held by the Agency	Indefinitely																
Security Classified Information	Indefinitely																
Legal Services Provider Confidential information	Period of Confidentiality																
<b>Additional Security Requirements</b>	<i>[State any additional security requirements to the requirements contained in the Head Agreement, or that apply to particular aspects of work (e.g. Protected security clearance required) or insert 'Not Applicable']</i>																
<b>Additional Insurance Requirements</b>	<p><i>[Insert additional insurance requirements (if any) where they vary from the insurance amounts in clause 18 of the Head Agreement e.g.:</i></p> <ul style="list-style-type: none"> <li><i>a) Professional indemnity insurance for an insured amount of [\$ insert amount] per occurrence and not less than [\$ insert amount] in the aggregate;</i></li> <li><i>b) Public liability insurance for an insured amount of [\$ insert amount] per occurrence and not less than [\$ insert amount] in aggregate; and</i></li> <li><i>c) Workers' compensation insurance as required by Law; or</i></li> <li><i>d) insert 'Not Applicable'.</i></li> </ul> <p><i>Where 'Not Applicable' is specified, the insurance requirements under the Head Agreement will apply.]</i></p>																

## Order for Legal Services

<b>Other Requirements</b>	<p><i>[For example, Nominated Personnel performing the Legal Services may be required to sign a Deed and acknowledgements relating to confidentiality, security, moral rights, intellectual property and other relevant matters as required by the Agency. Any Contract will be conditional on this occurring]</i></p> <p><i>[Insert any other relevant requirements or Legal Services Provider's offering above those specified in the Deed, including the Schedules, for example in relation to:</i></p> <ul style="list-style-type: none"> <li><i>a) Special conditions</i></li> <li><i>b) Reporting</i></li> <li><i>c) Value Add Services</i></li> <li><i>d) Performance and evaluation</i></li> <li><i>e) Particular requirements concerning activities that must be undertaken jointly with other existing Agency Legal Services Providers]</i></li> </ul>
---------------------------	--

### Agency Information

<b>Agency Representative:</b>	<p><i>Name: [Insert contact name]</i></p> <p><i>Position: [Insert title]</i></p> <p><i>Address: [Insert address, including postcode]</i></p> <p><i>Email: [Insert email address]</i></p> <p><i>Telephone: [Insert telephone number, including area code]</i></p> <p><i>Mobile: [Insert mobile number]</i></p>
<b>Agency Address for Notices:</b>	<p><i>Physical Address: [Insert physical address for the Agency]</i></p> <p><i>Postal Address: [Insert the postal address for notices, if different to the physical address]</i></p> <p><i>Email: [Insert the email address for notices]</i></p>
<b>Agency Address for Invoices:</b>	[Insert details]

### Legal Services Provider Information

Legal Services Provider Representative:	<p><i>Name: [Insert contact name]</i></p> <p><i>Position: [Insert title]</i></p> <p><i>Address: [Insert address, including postcode]</i></p> <p><i>Email: [Insert email address]</i></p> <p><i>Telephone: [Insert telephone number, including area code]</i></p> <p><i>Mobile: [Insert mobile number]</i></p>
Legal Services Provider Address for Notices:	<p><i>Physical Address: [Insert physical address for the Legal Services Provider]</i></p> <p><i>Postal Address: [Insert the postal address for notices, if different to the physical address]</i></p> <p><i>Email: [Insert the email address for notices]</i></p>

Signed for and on behalf of  
Commonwealth of Australia  
as represented by the [insert Agency  
details], [insert ABN]



Signature of authorised officer

name and title of authorised officer

## Legal Services Provider Response to Order

A separate Contract will be formed between the Legal Services Provider and an Agency when an Agency issues an Order to the Legal Services Provider unless the Order is rejected in accordance with clause 11.3.4.

<b>Reject Order</b>	<p>Legal Services Provider may reject an order for the following reasons:</p> <table border="1"> <tr> <td data-bbox="464 533 1350 584">Conflict of Interest</td> <td data-bbox="1350 533 1437 584"><input type="checkbox"/></td> </tr> <tr> <td data-bbox="464 584 1350 636">Insufficiently skilled Personnel to perform the Legal Services required</td> <td data-bbox="1350 584 1437 636"><input type="checkbox"/></td> </tr> <tr> <td data-bbox="464 636 1350 687">Unable to perform the Legal Services within the required timeframes</td> <td data-bbox="1350 636 1437 687"><input type="checkbox"/></td> </tr> <tr> <td data-bbox="464 687 1350 739">Order is not substantially in accordance with the RFQ (if applicable) or the terms of the Head agreement</td> <td data-bbox="1350 687 1437 739"><input type="checkbox"/></td> </tr> </table>	Conflict of Interest	<input type="checkbox"/>	Insufficiently skilled Personnel to perform the Legal Services required	<input type="checkbox"/>	Unable to perform the Legal Services within the required timeframes	<input type="checkbox"/>	Order is not substantially in accordance with the RFQ (if applicable) or the terms of the Head agreement	<input type="checkbox"/>
Conflict of Interest	<input type="checkbox"/>								
Insufficiently skilled Personnel to perform the Legal Services required	<input type="checkbox"/>								
Unable to perform the Legal Services within the required timeframes	<input type="checkbox"/>								
Order is not substantially in accordance with the RFQ (if applicable) or the terms of the Head agreement	<input type="checkbox"/>								
<b>Conflict of Interest</b>	<i>[If you do not wish to reject the Order for Conflict of Interest, include details of any Conflict of Interest and how the Legal Services Provider proposes to resolve or otherwise deal with the Conflict of Interest]</i>								
<b>Other Comments</b>	<i>[Any other relevant comments]</i>								

# Attachment D

## Request for Exemption Form (clause 8.1)

### Request for Approval for Exemption from the Whole of Australian Government Legal Services Panel

<b>Date of Application</b>	<i>[insert date of exemption application]</i>
<b>Agency File Reference</b>	<i>[Insert Agency's file name or reference]</i>
<b>Brief summary of Request</b>	<i>[Briefly outline the reasons for seeking an exemption from the Legal Services Panel]</i>
<b>Is the matter urgent?</b>	<i>[If urgent, indicate the reason for urgency and required timeframe for response including when the Agency became aware of the matter]</i>
<b>Agency Information</b>	
<b>Agency</b>	<i>[Insert Agency name]</i>
<b>Agency Representative</b>	Name: <i>[Contact information]</i> Position: Email: Phone:
<b>Agency SES Contact</b>	Name: <i>[Contact information]</i> Position: Email: Phone:
<b>Request details</b>	
<b>Type of Request</b>	<b>Tick the relevant type of request:</b> <input type="checkbox"/> Application for an exemption for a particular matter <input type="checkbox"/> Application for an exemption for a class of matters
<b>Area of Law or Practice Area</b>	<i>[Insert Area of Law or Practice Area that best fits the legal services required]</i>

## Request for Approval for Exemption from the Whole of Australian Government Legal Services Panel

<b>Type of Exceptional Circumstance(s)</b>	<b>Tick the relevant exceptional circumstance(s):</b> <table border="1" style="width: 100%;"> <tr> <td><input type="checkbox"/></td> <td>Highly specialised advice not available on the Panel</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Location of the required legal services</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Matter would benefit from the advice of a particular lawyer or firm that is not on the Panel</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Significant number of firms on the Panel have a Conflict of Interest</td> </tr> <tr> <td><input type="checkbox"/></td> <td>The selection of legal services provider has been made by another party to the transaction or issue</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Other</td> </tr> </table>	<input type="checkbox"/>	Highly specialised advice not available on the Panel	<input type="checkbox"/>	Location of the required legal services	<input type="checkbox"/>	Matter would benefit from the advice of a particular lawyer or firm that is not on the Panel	<input type="checkbox"/>	Significant number of firms on the Panel have a Conflict of Interest	<input type="checkbox"/>	The selection of legal services provider has been made by another party to the transaction or issue	<input type="checkbox"/>	Other
<input type="checkbox"/>	Highly specialised advice not available on the Panel												
<input type="checkbox"/>	Location of the required legal services												
<input type="checkbox"/>	Matter would benefit from the advice of a particular lawyer or firm that is not on the Panel												
<input type="checkbox"/>	Significant number of firms on the Panel have a Conflict of Interest												
<input type="checkbox"/>	The selection of legal services provider has been made by another party to the transaction or issue												
<input type="checkbox"/>	Other												
<b>Detailed reasons for Request for Exemption</b>	<i>[Outline detailed reasons, including the exceptional circumstance(s) and what attempt the Agency has made to use the Legal Services Panel. Add attachments if necessary.]</i>												
<b>Does the Agency propose to use a particular law firm or lawyer?</b>	<i>[If yes, insert firm name and contact details]</i>												
<b>For Internal Use Only</b>													
Was an exemption granted?	<table border="1" style="width: 100%;"> <tr> <td><input type="checkbox"/></td> <td>Yes</td> </tr> <tr> <td><input type="checkbox"/></td> <td>No</td> </tr> </table>	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No								
<input type="checkbox"/>	Yes												
<input type="checkbox"/>	No												
Type and period of exemption granted	<i>[If yes, insert whether exemption was granted for a particular matter, or a class of matters, and the period of the exemption]</i>												
Reasons for decision	<i>[Insert reasons for AGD's decision]</i>												
Delegate's name:	<i>[insert name of AGD's delegate]</i>												
Date of Decision	<i>[Insert date of AGD's decision]</i>												

# Attachment E

## Certificate of Compliance and Expenditure for Non-reporting Agency—FY [20XX-XX]

**Agency** [Insert Agency Name]

### Agency Contact Information

**Name:** [Contact information]  
**Position:**  
**Email:**  
**Phone:**

### Compliance

I, [Name of Accountable Authority or equivalent], [Position] of [Name of Entity], certify that during the financial year [20XX-XX], this entity:

- has complied with the requirements of the Deed of Participation in the Whole of Australian Government Legal Services Panel Arrangement; and
- had *external professional legal fees* expenditure as provided below:

### Expenditure

**External Professional  
Legal Fees expenditure**

\$ [insert expenditure]

Year ended: 30/06/ [insert year]

'*external professional legal fees*' includes all external legal services expenditure, excluding: GST, disbursements, counsel, AGS and work performed through the ACCC's and ATO's Specialised Stream Panels. Your Panel Fee will be calculated on the basis of this expenditure (see clause 6).

### Signed:

[signature of Accountable Authority or equivalent]

Date:

[insert date of signature]

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