



## Order

ORDER NO: **SER/0693**

DATE OF ORDER: **20 July 2017**

*(to be quoted on all invoices and correspondence relating to this Order)*

<p><b>FROM: (the Customer)</b></p> <p>Kate Share Water Services Regulation Authority (Ofwat) Centre City Tower 7 Hill Street Birmingham B5 4UA</p> <p>E: <a href="mailto:Kate.Share@ofwat.gsi.gov.uk">Kate.Share@ofwat.gsi.gov.uk</a> Tel: +44 (0)121 644 7689 <a href="http://www.ofwat.gsi.gov.uk">www.ofwat.gsi.gov.uk</a></p>	<p><b>TO: (the Contractor)</b></p> <p>[REDACTED] PricewaterhouseCoopers LLP 7 More London Riverside London SE1 2RT [REDACTED]</p>
<p><b>SERVICES TO BE DELIVERED TO</b></p> <p>Ofwat, 4th Floor, 21 Bloomsbury Street, London, WC1B 3HF</p> <p>With travel as required to:</p> <p>Ofwat, Centre City Tower, 7 Hill Street, Birmingham, B5 4UA;</p>	<p><b>INVOICE ADDRESS</b></p> <p>Email: <a href="mailto:finance@ofwat.gsi.gov.uk">finance@ofwat.gsi.gov.uk</a></p> <p>or</p> <p>Finance Team Water Services Regulation Authority (Ofwat) Centre City Tower 7 Hill Street Birmingham B5 4UA</p>
<p>Any Contract arising from this Order shall be governed by the Professional Services Terms and Conditions dated 19 July 2017 as set out in Appendix A; and any enhancements thereto and provisions expressly listed herein.</p>	

## **Alternative and Additional Clauses**

Clause 10 of Appendix 2: Use of Contractor's Employees of the Professional Services Terms and Conditions is applicable in the provision of this Service.

**Programme:** Finance & Governance (F&G)

**Requirement:** Interim Strategic Programme Director (PROC.04.0120)

## **Security Requirements**

This Contract is subject to the satisfactory completion of Baseline Personal Security Standards clearance and shall comply with Clause 5.13 of the Professional Services Terms and Conditions.

The Security Policy, 'Information Security Agreement for Suppliers' is set out as Appendix C of the ITT for information and is deemed that the Contractor is able and willing to abide by our Policy.

## **Equipment Supplied**

In line with Ofwat's Security Policy, the Customer will provide the Key Personnel with IT equipment, building passes, any physical information and any other Equipment necessary for the purposes of the Contract. Any information created during the Contract which remains the property of Ofwat and all equipment must be returned to the Customer in person on the last day of the Contract.

## **Contract Period**

Contract Commencement Date: 1 August 2017

Contract Expiry Date: 1 December 2017; or when the fixed price is reached, whichever is the first to occur. Unless extended or terminated in accordance with this Contract.

The Customer will give the Contractor one (1) Months written notice should we wish to conclude the Contract before the Contract expiry date.

The Customer may, by giving written notice to the Contractor not less than ten (10) days prior to the last day of the Initial Contract Period, to extend the Contract duration. Any extension will be by mutual agreement.

## **Role description and Deliverables**

1. Re-evaluate F&G Programme's strategic priorities.
2. Refocus the work of the Programme and begin to implement new ways of working.
3. This role will deliver an initial review of priorities in line with the strategic objectives of the Programme (within one Month), and then work with the existing Programme team to embed the new approach, including through identifying whether our Programme governance and skills matches are appropriate, and developing solutions where there are gaps. Within the Programme, the post-holder will also deliver strategic frameworks for delivery of key priorities (projects to be determined through the initial review).
4. The post-holder also needs strong change-management skills as they need to help frame and embed our new strategic approach throughout the Programme. The post-holder will also need to work closely with one or two individuals in the Programme to help transfer the change management skills that will help the Programme to continually improve after this Contract is finished.

Skills required:

A diverse set of skills - including strategy, programme management, change management and regulatory policy development. A strong regulatory experience in order to frame and help deliver projects, deep understanding of change management, proven ability to prioritise and translate strategy into action.

## **Monitoring arrangements**

The Key Personnel will discuss with the Customer's Contract Manager on a weekly basis any arrangements that define progress made on the Deliverables giving:

- Brief details of work carried out to date
- Brief details of work planned in next reporting period
- Progress against agreed timescales
- Projected timescales
- Issues to be resolved

The Services are to be carried out to the satisfaction of the Customer evidenced by weekly informal feedback and an end of project review.

## **Working pattern**

The Key Personnel will be working a minimum of 3 days per week, depending on workload, for approximately 12 weeks.

A working day is 8 hours excluding lunch break and travelling time.

The Key Personnel will be unavailable due to leave from 6 September 2017 - 2 October 2017 (inclusive).

## Contract fixed price

Customer spend under this Contract is fixed at **£70,000** ("the fixed Contract price Charges"). Charges applicable to the Contract are set out below:

Key Personnel	Contract Charges per week (£)*	Maximum no. of chargeable weeks	Maximum Contract Value ex VAT and travel outside London
██████████	██████████	█	██████████
Input from relevant subject matter experts (change expertise and other regulatory experts)			Free of Charge

\*A working day is minimum of 8 hours excluding lunch break and travelling time. Minimum of 30 minutes lunch break must be taken.

Part days worked shall be charged on a pro-rata basis assuming an 8 hour Working Day.

The day rates are all inclusive with the sole exceptions of:

- Disbursement for travel and accommodation expenses for travel to outside London; and
- Value Added Tax.

Any business travel or accommodation allowances required in connection with the project must be in accordance with the travel and accommodation rates as attached at Appendix B and will be reimbursed on acceptance of receipts and where appropriate a mileage log.

The Customer will not pay for:

- Any items which it regards as part of the Contractor's overheads (for example: word processing, secretarial time, cost of faxes and telephone charges);
- Any mark-up on disbursements;
- Travelling time unless the Customer project manager has authorised in advance the payment of travelling time.

## Invoice Procedure and Payment Profile

Weekly invoices will require details of work dates / times and brief description of tasks covered.

Payment will be made within thirty (30) days of receipt by the Customer of a valid invoice from the Contractor. Payment will be made electronically via Banks Automated Clearing Services (BACS).

All invoices shall contain the following information:

- the Order number (as stated above);and

- the line value; total value excluding Value Added Tax (VAT), the VAT percentage and total value including VAT.

The Customer will not pay extra for commuting to the main location (London). The Contractor will need to pay for any related travel and accommodation in connection with travelling outside London and then will need to reclaim the expenses via the Contractor's invoice. Any travel and accommodation required in connection with the project will be reimbursed on acceptance of receipts and where appropriate a mileage log. Any travel and accommodation must be in accordance with the travel and accommodation rates as set out in Appendix B and as may be updated from time to time.

Invoices must not contain the Contractor's terms and conditions, nor can reference be made to the Contractor's terms and conditions. Invoices with the Contractor's terms and conditions printed on them or referred to therein will not be accepted by the Customer.

## **Policies**

The Contractor will make reasonable endeavours to make the Key Personnel comply with Ofwat's Policies available to the Key Personnel via the Customer's Intranet whilst working under this Contract.

## **Customer's Contract Management**

The Customer's Contract Manager will be:

Kate Share – Senior Associate – Portfolio Management Office

Telephone no: +44 (0)121 644 7689

Email address: kate.share@ofwat.gsi.gov.uk

## **Share Dealing**

The Contractor acknowledges that certain of the Confidential Information may be unpublished price-sensitive information in relation to any company and that the Contractor is aware of relevant obligations, prohibitions and restrictions relating to such information under the applicable law and regulations in any relevant jurisdiction and that those of the Contractor's Staff, servants, agents or Sub-Contractors into whose knowledge such Confidential Information may come are aware of such obligations, prohibitions and restrictions.

The Contractor shall use reasonable endeavours to procure that the Key Personnel shall not, apply for, purchase or sell or otherwise deal for profit in shares, options or any other securities in any water or sewerage company in England and Wales during the Contract and for 8 weeks after the Contract has completed.

## **Amendments:**

Any amendments to the Contract must be agreed in writing in accordance with the provisions of Clause 6.3 of the Professional Services Terms and Conditions as set out in Appendix A.

## **Formation of Call Off Contract**

BY SIGNING AND RETURNING THIS ORDER FORM THE CONTRACTOR AGREES to enter into a legally binding contract with the Customer to provide to the Customer the Services specified in the Service

Order Requirements set out in this Order Form incorporating the rights and obligations in the Professional Services Terms and Conditions.

**Signed for and on behalf of CUSTOMER**

Name: AILEEN ARMSTRONG

Title: SENIOR DIRECTOR, FINANCE & GOVERNANCE

Signature: [REDACTED]

Date: 20/07/2017

**Signed for and on behalf of CONTRACTOR**

Name: [REDACTED]

[REDACTED] P [REDACTED]  
[REDACTED]  
[REDACTED]

## Appendix A

**Professional Services Terms and Conditions is attached separately**

## Appendix B

### Travel and Accommodation rates

#### Accommodation:

Paid on actual expenditure within the following prescribed ceilings:

London	£165
Elsewhere	£115
Private residence	£25

These rates cover a 24 hour period for accommodation only, inclusive of VAT, receipts must be submitted.

#### Mileage Rates:

25p per mile

#### Rail Travel

The actual cost of public transport (normally rail) may be reimbursed. Economy Class (second class) rail tickets should be purchased.

## **Appendix C**

**Information Security Policy for third parties is attached separately**