

1. Background and objectives

The IPO is currently developing a leadership strategy and want to develop individual learning interventions, to support its Senior Leadership Group (SLG) to lead through a period of change and deliver on its targets, with its ambition to begin to embed its unique set of cultural initiatives and leadership behaviours within this leadership group.

The IPO has requested the design and delivery of a fourth SLG workshop that is to be based on 'Human Leadership'. The main objective being to achieve a greater understanding of the new call for Leadership, in a practical energised workshop, incorporating strands from our Leadership strategy.

For the Executive team (collectively) IPO requires a workshop that will:

- Improve understanding of each other – everyone's unique backgrounds and experiences, similarities and differences, and strengths.
- Create a deeper appreciation of the core purpose of the Executive team and common goals
- Build a confident effective and collaborative – Senior Leadership Group
- Develop a psychologically safe team, with shared understanding of how best to relate and engage with one another.
- Build a sense of camaraderie and rapport

2. Your Request

In line with the objectives outlined above, you have requested that EY design and deliver a workshop for to up to 60 IPO delegates (your 'Request').

3. Scope of Services

In response to your Request, EY will perform the activities and produce the Deliverables outlined in the table below.

Phase	Activity	Deliverable	Timeframe
Phase 1: Design	<p>Bailey & French will meet with the SLG Design Group to co-design an overview of the Exec Away Day, which will include the scheduled agenda for the day including timings, learning outcomes created around the IPO objectives and session topics to be covered.</p> <p>Agree objectives and learning outcomes to enable appropriate baseline evaluations to be undertaken with pre and post reviews.</p>	The Exec Away Day designed overview of the session submitted to IPO upon sign off.	30 th November 2023

	<p>This design will be reviewed and signed off by [REDACTED], Learning and Development Specialist, IPO.</p> <p>The accessibility for the delivery will be reviewed and approved by [REDACTED], Learning and Development Specialist, IPO.</p>		
Phase 2: Delivery	<p>Bailey & French will deliver 1-day face-to-face session between 09:00 and 16:00 for up to 60 people on 10th January 2024, at the IPO facility in Concept House, Cardiff Road, Newport, South Wales, NP10 8QQ</p>	N/A	10 th January 2024

Up to two iterations of each Deliverable are in scope, namely the draft version and the final version. [REDACTED] Talent & Learning Specialist, is responsible for providing feedback on the draft version of Deliverables and will do so, via one consolidated document, within 5 business days of submission. [REDACTED], Talent & Learning Specialist will sign off on the final version of Deliverables within 5 business days following submission.

Any Change to the scope, timetable or Deliverables of this engagement as outlined in the table above will be agreed with you via the Change Control Process in this WO.

3.1 Limitations

We will not, except to such extent as you request, and we agree in writing, seek to verify the accuracy of any data, information and explanations provided by you, and you are solely responsible for this data, information and explanations.

You are solely responsible for ensuring the scope of the project is sufficient for its purpose. Accordingly, we make no representation regarding the sufficiency of the project for the purpose for which our assistance was requested or for any other purpose.

Delivery of all sessions of this engagement must be in compliance with Government guidance in relation to Covid-19 restrictions as at the scheduled times of delivery. Specifically, where guidance is to work from home and avoid face-to-face contact, any face-to-face sessions will be delivered virtually.

Printing is not in scope.

Face-to-face delivery will not take place outside of the UK

4. Timetable

This engagement will commence on 16 November 2023 and conclude on 10 January 2024.

In order to meet this timetable, you will be required to provide sign-off by the timeframes indicated in section 3 above and meet all of your obligations set out in this WO.

As you will appreciate, any timetable is based on the assumption that we receive appropriate co-operation and assistance from you where required and if we do not, then we cannot be held responsible for any delay in the delivery of the Services. Any Change to the timetable as a result of us not receiving appropriate co-operation from you will be agreed via the Change Control Process set out in this WO.

Any Change to the timetable of the engagement outlined in this WO will be agreed with you via the Change Control Process set out in this WO.

5. Milestone Plan

The key milestones on which this WO is based are set out below. If any delay in achieving these milestones is outside of EY's control, we shall not be held responsible for any delay in the timetable for providing the Services or for any failure to provide the Services or any failure to provide the quality of Services set out in this WO. We reserve the right to charge you for any additional resources or time required, as a result of a failure to meet your obligations and dependencies, to complete the performance of the Services.

Milestone	Milestone date
Completion of Phase 1 (Design)	On or before 30 th November 2023
Completion of Phase 2 (Delivery)	On 10 th January 2024

Changes to the milestones (if any) shall be agreed with you and documented in accordance with the Change Control Process set out in this WO.

6. Reporting and Performance Measurement

We will hold a fortnightly contract review meeting with [REDACTED] (EY Account Manager) or such other person as delegated by the EY Engagement Partner to manage the following items:

- Deliverables and activities: review activities and completed Deliverables.
- Upcoming Deliverables and activities: increase visibility of upcoming Deliverables and activities to mitigate potential risks/issues on critical path.
- Scope: review the current EY scope of work and agree Changes where necessary.

Where appropriate, we will use this meeting to agree any Changes and necessary corrective actions with you. This process will be led by the EY Engagement Partner, [REDACTED], or such other EY representative as delegated by the Engagement Partner. Where we require additional meetings with you we will agree this with you in advance.

In line with our obligations under the CSHR Call-Off Contract, we will monitor performance against the CSHR Service Level Agreements and will conduct an evaluation of delivery using standardised survey questions.

7. Use of Subcontractors/third party suppliers

We will subcontract the scope of the Services to Bailey & French following your acceptance of their proposal.

If any team member is unavailable, EY will provide reasonable prior notice and endeavour to replace him/her with another member with suitable skills and experience.

9. Your obligations

Should you not fulfil your obligations and responsibilities set out in this WO we will not be responsible for any delay in the timetable for the engagement or impact on the quality of the outcome.

In the event you do not fulfil your obligations and responsibilities we reserve the right to charge you for any additional resources or time required to complete the agreed scope of Services, where applicable.

Any Change to the engagement as a result shall be agreed in accordance with the Change Control Process set out in this WO.

Specific obligations on your part underpinning our approach and anticipated quality of outcome are:

- You will provide access to stakeholders to support meetings, discussions, workshops and other points of engagement as will be mutually agreed;

- You will send to EY any agreed relevant data and/or documentation within one business day of the request (if applicable);
- You will identify participants of sessions/workshops;
- You are responsible for all administration relating to virtual delivery (including but not limited to scheduling and issuing Microsoft Teams invitations);
- Where delivery is in person, you are responsible for all costs, administration and project management related to venue hire;
- You will respond promptly to queries as they may arise; 'promptly' shall mean within one business day of the query;
- You will nominate and assign a qualified person to oversee the Services;
- You will provide resources with appropriate skills and experience to fulfil their responsibilities and to undertake and complete tasks agreed.
- You will make prompt decisions so as to not delay project activities / impede the Services. For this purpose, 'prompt' shall mean within one business day of the request for the decision;
- You will provide timely notification to nominated representative, Duncan Cox, of information that will or may reasonably be expected to impede project activities, delivery of the Services or of the Deliverables. For this purpose, 'timely' shall mean within one business day of becoming aware of such information;
- You are responsible for all management decisions relating to the Services;
- You are responsible for your personnel's compliance with your obligations outlined in this WO;
- You will pay invoices in line with the Government commitment to pay 100% of all undisputed and valid invoices within 30 days. Government departments are required to report their performance against these payment targets on a quarterly basis on [GOV.UK](https://www.gov.uk); and
- You will provide us with a contact in your finance department to assist with invoice processing.

10. Assumptions

Sharon Sherlock, Talent and Learning Specialist, will sign off on the Deliverables by the timeframes outlined in section 3 above by way of email to the EY Delivery Lead. Should the EY Delivery Lead not receive such email within the timeframes outlined in section 3 above, the Buyer will provide a proposed extended deadline date in advance of the existing deadline expiring with which EY needs to agree. Sign-off of Deliverables cannot be withheld or extended unreasonably.

11. Face-to-Face Learning Health and Safety Guidance

When conducting face-to-face delivery on either Government estate or Non-Government estate, delivery personnel and delegates must adhere to the following:

- the Health and Safety at Work Act 1975; and
- the UK Government's and/or applicable devolved nation's health and safety guidelines in place at the time of learning delivery.

Please refer to the Health and Safety Executive's ('HSE') [advice for workplaces in respect of COVID-19](#), or your department's health and safety guidance/requirements (if these differ from HSE advice referred to above), and ensure that delivery personnel, delegates and/or any third-party individuals are provided with reasonable advance written notice of any requirements they must follow in order to be compliant.

12. Intellectual Property Rights

In accordance with the aforementioned CSHR Call-Off Contract, the Buyer shall not acquire any right, title or interest in or to the Intellectual Property Rights of or its licensors, namely the Supplier Existing IPR and the Third Party IPR.

Existing IPR and Third Party IPR

The Supplier Existing IPR relevant to the Services is as follows:

Bailey & French intellectual property (IP) is considered to be all content and associated with any of the entities, courses and course content shown below, as well as any content that is currently under development by our team at the date this agreement was signed:

- Human Leadership (full program)
- Human Leadership Conversation Mat
- Human psychology at work

The Third Party IPR relevant to the Services is as follows:

There is no Third Party IPR relevant to the Services.

EY or Bailey & French shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Buyer or its licensors, including the Buyer Existing IPR and New IPRs.

The Buyer Existing IPR is as follows:

There is no Buyer Existing IPR relevant to the Services.

New IPRs

The New IPRs created under this engagement, which will belong to the Buyer, are as follows:

It is not anticipated that New IPRs will be created under this engagement. If in the event that New IPR is created under this engagement, such New IPRs will be owned by the Buyer.

Should you wish to review clause 9 of the CSHR Call-Off Contract, it can be accessed via <https://www.contractsfinder.service.gov.uk/Notice/53a0ffff-bc62-4a33-97b9-5864ddd5391f>.

13. Fees, Expenses, Billing and Payment Terms

As agreed, our fee for the Services outlined in this WO is a fixed fee of £12,000, which represents an 18% discount against the RM6145 Lot 4 rate card. This fee is exclusive of VAT and inclusive of expenses and will be payable in accordance with the following schedule:

Invoice number	Services rendered	Invoice value (ex VAT)	Invoice date
1	Completion of Phase 1 (Design)	£6,000	01 December 2023
2	Completion of Phase 2 (Delivery)	£6,000	10 th January 2024

- Payment Methods: [REDACTED]
- Invoice Address: Invoices to be sent via email to: [REDACTED]
payables@ipo.gov.uk
- Authorised Person: [REDACTED]
- Payment Details: Professional services outlined with associated fees and VAT

We acknowledge purchase order number is **3010372**

You will pay invoices in line with the Government commitment to pay 100% of all undisputed and valid invoices within 30 days.

14. Cancellation terms

In accordance with the CSHR Call-Off Contract, the following cancellation terms apply to this engagement: If a buyer/booker/customer submits a request to cancel or amend a booking, the following cancellation policy applies:

- 16 working days or more before the commencement date the buyer/booker/customer will not be charged.
- 11 to 15 working days before the commencement date the buyer/booker/customer will be charged 30% of the total cost.
- Less than 11 working days before the commencement date the buyer/booker/customer will be charged 100% of the total cost.
- If design work has been commissioned cancellation charges will be chargeable for costs incurred at point of cancellation.

15. Change Control

The Change Control Process set out in this clause is intended to help the parties manage the scope of the Services, the engagement timeline, the engagement budget, and to provide a vehicle for an analysis and approval of Changes and to determine the impact of Changes on the overall engagement. Either party may propose Changes in accordance with the following Change Control Process.

The party requesting the Change will deliver a 'Change Request' to the other party. The Change Request will describe the nature of the proposed Change, articulate a reason for the Change and details of the likely impact, if any, on the schedule for the performance of the Services, scope, and fees.

The parties will evaluate and negotiate the Change Request, and any resulting impact on the schedule for the performance of the Services, scope and equitable adjustment of the fees (if any), in good faith.

If both parties agree to implement the Change Request, including any resulting equitable adjustments to the fees and the schedule for the performance of the Services, the parties will each execute the Change Request, indicating their respective acceptance of the Change. EY will be under no obligation to implement a Change Request until both parties have signed it.

An executed Change Request will be deemed a Change Order, amending this WO, and shall become effective as of the latter of the parties' signatures on such Change Order.

To the extent there is any conflict between the terms of the fully executed Change Order and the terms of this WO, or between the terms of such Change Order and those of a previous fully executed Change Order, the terms and conditions of the most recent fully executed Change Order will prevail.

The following definitions apply:

- 'Change Control Process' means the process to review and agree upon Change Orders, as described in this clause;
- 'Change Order' means a mutually-agreed document signed by authorised representatives of both parties in accordance with the Change Control Process to document a Change; and

- 'Change' means a revision to the scope of the Services, the timeline, the budget, the Deliverables or any other applicable change to this WO.



