

### Work Order

This document is a Work Order according to the definitions contained within the provisions of the Services Delivery Agreement (SDA) dated 18<sup>th</sup> FEBRUARY 2020, between **Bloom Procurement Services Ltd** and **Ernst & Young LLP**.

Except where stated herein, all the clauses and conditions specified in the said supplier terms are included herein by reference and form part of this Work Order.

For the avoidance of doubt, the Bloom Standard Terms & Conditions (only where applicable), the SDA and this Work Order constitute the contract between Bloom and the SPS Provider and are hereinafter referred to collectively as the Supplier Terms.

We are delighted to advise that **Bloom Procurement Services Ltd** have been authorised to obtain the following services on behalf of the Authority.

**Description of Specialist Professional Services / deliverables required:**

Ernst & Young LLP (EY) have been appointed by Bloom Procurement Services Limited on behalf of Cabinet Office (CO), on behalf the Government Commercial and Grants Services (GCG Services) to review, shape and deliver a data strategy that will drive the government approach to data acquisition and sharing in support of digital services that are developed.

### The Document

- Development of the data strategy/compact will align and agree principles to wider government aims and strategies around handling / acquisition of data (in particular the HMG National Data Strategy, owned by ONS, and the Cabinet Office Data Strategy), and should incorporate learning from other

<b>Project Number:</b>	Project_5966 Contract_13483
<b>Project Name:</b>	NEPRO3 - Spotlight Confidential Data Strategy
<b>SPS Provider:</b>	Ernst & Young LLP
<b>For the Attention of:</b>	<b>REDACTED TEXT under FOIA Section 40, Personal Information</b>
<b>E-mail:</b>	<b>REDACTED TEXT under FOIA Section 40, Personal Information</b>
<b>Telephone Number:</b>	<b>REDACTED TEXT under FOIA Section 40, Personal Information</b>
<b>Address:</b>	1 More London Place, London UNITED KINGDOM SE1 2AF

business areas in government that are seeking to acquire/share data. We support incorporating points, learning, and content from others in government and other relevant documents.

- There is already a draft strategy that is narrower in scope and presents a basis to work from.
- Linking in with other stakeholders to understand relevant work elsewhere will be essential. Cabinet Office will provide a number of existing relevant documents and a basic contact list to start conversations.
- This document will be internal to Cabinet Office GCGS and not for publication. The document will be owned by the Cabinet Office and shared cross-government.
- Cabinet Office are not confined to the length of the document; however, it should ideally not exceed 20 pages.
- Cabinet Office also require suggestions to expand scope of the document for future if appropriate.

### **Timeline**

There is one month to complete this work and a need to deliver by 29<sup>th</sup> March 2024.

### **Reporting and Governance**

EY's delivery team will support Sebastian Bassett-James, Cabinet Office to delivery this project. A consultative approach will be taken to development of the content enabling a range of stakeholders to provide suggested input/contributions.

Pre-prepared stakeholder contacts will be provided for EY to use when developing the work and a number of key existing documents that are relevant and should be taken into account and/or referenced in the body of the document.

There may be a requirement to update stakeholders at the programme governance Steering Board meeting (date TBC) in March 2024.

### **Quality expected**

Professionally presented, spell checked and grammatically correct. Sourced content and cross references are to be included when appropriate. A contents page, formatted consistently throughout with headings, subheadings, paragraph and page numbers. Glossary, document reference list and annexes as needed.

An audit trail of those consulted and their input (where relevant) should be retained.

### **Requirements**

The strategy/compact developed will be one of the key Spotlight Confidential programme deliverables. Understanding the components that make up a good strategy is essential as well as previous experience of drafting in government. Accuracy of content (sourced) and clear, concise language is essential.

Deliver a strategy/compact that frames the acquisition and sharing of data within a rapidly evolving government digitally enabled landscape; and is aligned to relevant wider government strategies, principles and good practice.

### **The content drafted should take into account:**

- The need for a document that can drive our approach to acquiring and sharing data needs in common, using principles, aims and ways of working to steer and underpin this approach.
- Setting out the context/ driver for this document, which points to increasing reliance on data, fast evolving development of digital tools to aid delivery and data requirements that often need coordinating and/or are duplicated in a number of different business areas across government

departments and ALBs. Driving forward the case for re-use and benefits of procuring once for government.

- A review of how data is key to supporting decision-making, and in all function and policy areas including national security. Consider open source, HMG and commercial data sources.
- How relevant government data strategies and documents align. For example:
  - Reflect learning from subject matter experts within government who have experience of acquiring data in similar disciplines/areas.
  - Reflect external third sector /private sector learning (primarily open source) aligned to similar themed work.

EY will be required to establish good working relationships internally within existing GCGS digital and data teams, GGMF and the existing Spotlight service team. It will also require speedy professional engagement with data owners and capability owners across government and elsewhere.

The appointed external consultant(s) who has previous experience/ knowledge of delivering strategically and data requirements in a digital development landscape will have an advantage.

### Milestones

Milestones	Description	Completion Trigger	Start Date	End Date
<b>Milestone 1</b>	<ul style="list-style-type: none"> <li>- Review scope provided.</li> <li>- Literature review of relevant docs.</li> <li>- Highlight priority stakeholders to engage.</li> <li>- Map out engagement (ongoing).</li> </ul>	Review by Sebastian BassettJames	28 <sup>th</sup> Feb 2024	29 <sup>th</sup> Feb 2024
<b>Milestone 2</b>	<ul style="list-style-type: none"> <li>- Present a framework of the draft document for review/comment within GGMF/GCGS</li> <li>- Start engaging stakeholders.</li> <li>- Draft content, seeking input and contributions. Hold workshops as needed.</li> </ul>	Review by Sebastian Bassett-James	1 <sup>st</sup> March 2024	8 <sup>th</sup> March 2024
<b>Milestone 3</b>	<ul style="list-style-type: none"> <li>- Present near final draft with key stakeholders. Capture comments and suggested amendments.</li> </ul>	Review by Sebastian Bassett-James	11 <sup>th</sup> March 2024	20 <sup>th</sup> March 2024
<b>Milestone 4</b>	<ul style="list-style-type: none"> <li>- Present final document for review. Make amendments and take any final actions as needed.</li> <li>- Final suggestions for expansion of scope of document or other additions.</li> </ul>	Review by Sebastian Bassett-James	20 <sup>th</sup> March 2024	29 <sup>th</sup> March 2024

<b>Contract Management (Measuring Success and Review)</b> Contract Management arrangements will be carried out in line with the Services Supply Agreement (SSA) by submitting a Service Delivery Plan (SDP).	
<b>Special Licences, Consents, Conditions Required as Part of the Deliverables?</b>	Cyber Essentials Plus ISO27001

	BPSS DBS (Basic)														
<b>Specialist Professional Services Category (Primary)</b>	Business Strategy														
<b>Specialist Professional Services Category (Secondary)</b>	Data and Analytics														
<b>Commencement Date</b>	28 <sup>th</sup> February 2024														
<b>Completion Date</b>	29 <sup>th</sup> March 2024														
<b>Total Price Payable</b> All prices to include the 5% Delivery Partner's Managed Services Fee excluding VAT. Expenses are exempt of the 5% Delivery Partner's Managed Services Fee. Payment terms are in accordance with the SPS Contract	Total: £75,000.00														
<b>Purchase Order No</b>	37070035782														
<b>Details of Agreed Expenses</b>	N/A														
<b>Agreed Payment Schedule</b> (Milestone schedules to be detailed below)	Payment (Milestones)		Detail:  Consumption Based Payments												
	Payment in full option														
	Other	X													
<b>Insurance Cover Required</b> (To be amended in accordance with project requirements or if Enhanced or C&E SDA provisions applicable)	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2"></th> <th style="text-align: right;">Amount (£)</th> </tr> </thead> <tbody> <tr> <td>Public Liability</td> <td></td> <td style="text-align: right;">£10,000,000.00</td> </tr> <tr> <td>Employers Liability</td> <td></td> <td style="text-align: right;">£5,000,000.00</td> </tr> <tr> <td>Professional Indemnity</td> <td style="text-align: right;">£2,000,000.00</td> <td></td> </tr> </tbody> </table>					Amount (£)	Public Liability		£10,000,000.00	Employers Liability		£5,000,000.00	Professional Indemnity	£2,000,000.00	
		Amount (£)													
Public Liability		£10,000,000.00													
Employers Liability		£5,000,000.00													
Professional Indemnity	£2,000,000.00														

<b>Any Further Specific Requirements</b>	<p><b>Data Protection</b></p> <p>The SPS Provider understands that in relation to the Data Protection Legislation it is a Data Sub-Processor on behalf of Bloom and Bloom is a Data Processor on behalf of the Relevant Authority in respect of any Personal Data that is passed from the Relevant Authority to Bloom and from Bloom to the SPS Provider</p> <p>The attached Data Protection Schedule Annex 1 and where appropriate Annex 2 shall be completed in respect of this project.</p> <p><b>Delivery Partner Responsibilities</b></p> <p>For the avoidance of doubt the Delivery Partner's role, duties and responsibilities are expressly set out in the Supplier Terms and no other implied role, duty or responsibility, shall be applied to the Delivery Partner.</p>
--	--

	<p><b>Supplier Terms</b> Please refer to Appendix. A – EY Side Letter.</p>
--	--

Invoicing procedure

The SPS Provider shall complete and submit a Payment Request/Highlight Report via the Technology Platform. This will initiate the Self-Billing Process once approved by the Authority or requirement owner.

**Milestone reporting and Payment (Subject to agreed Payment Request/Highlight Report)**

Description		Deliverables	Invoice Frequency	Total Price
1.1	Payment Schedule 1 – Project_5966 – PO: 37070035782 - NEPRO3 - Spotlight Confidential Data Strategy – Consumption Based	As Set Out in The Description of Specialist Professional Services	<p>Consumption Based Payments to Be Made From 12<sup>th</sup> March 2024 to 29<sup>th</sup> March 2024.</p> <p>The submitted Monthly Invoice will reflect the actual hours worked against the project for the month in agreement by the Contracting Authority.</p> <p>In accordance with the agreed <b>Rate Card</b> below. <i>(inclusive of the 5% Delivery Partner's Managed Services Fee excluding VAT).</i></p>	£75,000.00
<b>Total:</b>				<b>£75,000.00</b>

Total Price	Commencement Date	Currency
£75,000.00	28 <sup>th</sup> February 2024	Pounds Sterling

**Day Rate Card**

Day Rates inclusive of the 5% Delivery Partner's Managed Services Fee excluding VAT.

Title	Day Rate £
Consultant	REDACTED TEXT under FOIA Section 43 (2), Commercial Information
Senior Consultant	REDACTED TEXT under FOIA Section 43 (2), Commercial Information
Principal Consultant	REDACTED TEXT under FOIA Section 43 (2), Commercial Information
Managing Consultant	REDACTED TEXT under FOIA Section 43 (2), Commercial Information

**Acknowledgment re supervision and control of SPS Provider personnel**

By signing this Work Order and agreeing to the Supplier Terms, the SPS Provider confirms for the duration of the Services provided (subject to the contractual terms governing the Services to be provided):

1. The SPS Provider shall procure that its personnel do not act or operate in a manner which could be perceived in such a way as to infer that the SPS Provider's personnel are employees of the Authority;
2. The SPS Provider shall always ensure that the Authority shall not supervise or control the work being carried out by the SPS Provider's personnel;
3. The SPS Provider is free to determine the personnel it uses to provide the services provided that all personnel meet the standards specified by the Authority (including security clearances where applicable);
4. The SPS Provider shall not assume any line management responsibility for any of the Authority's employees;
5. The SPS Provider shall use their own equipment to deliver the Services, except where the provision of equipment by the Authority is necessary for security purposes;
6. The SPS Provider shall determine their own place and hours of work, except where the nature of the project naturally enforces restriction e.g. attending project meetings at client site during business hours;

If at any time, the SPS Provider fails to comply with the above terms, this shall amount to a material breach of the Work Order which is not capable of remedy for the purposes of the termination clause of the SDA and this Work Order will be terminated with immediate effect. If the SPS Provider breaches these provisions it may be liable for the payment of income tax or national insurance contributions.

**ANNEX 1 – to record permitted project specific processing of personal data.**

1. The Contractor shall comply with any further written instructions with respect to processing by the Data Controller.
2. Any such further instructions shall be incorporated into this Schedule and this Schedule may be amended at any time during the Term by agreement in writing between the Data Controller and the Contractor to ensure that the description and detail set out in this Schedule with regard to the processing of personal data reflects the arrangements between the Parties, is accurate and is compliant against the Data Protection Legislation.

No	Description	Details
1	Subject Matter of the Processing	N/A
2	Duration of the Processing	N/A
3	Nature and Purposes of the Processing	N/A
4	Type of Personal Data	N/A
5	Categories of Data Subject	N/A
6	Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	N/A

**ANNEX 2**

1. This Annex lists the sub-processors that the Data Controller has authorised the Contractor to use in accordance with the Supplier Terms.
2. The Data Controller may, at any time and upon such notice as is reasonable in the circumstances, withdraw its approval in relation to any or all sub-processors listed within this Annex and upon such withdrawal the Contractor must immediately cease using that sub-processor.

3. If the Contractor wishes to propose a new sub-processor for approval, it must provide written notice to the Data Controller detailing the identity of the proposed sub-processor, the nature of the subprocessing and confirmation that a written contract in relation to the sub-processing is in place between the Contractor and the sub-processor. The Data Controller must not unreasonably refuse or delay approval.
4. The Data Controller may at any time and upon reasonable notice request copies of the contracts between the Contractor and its approved sub –processors in relation to the sub-processing.

<b>Sub-contractor details:</b>  (name, address and company registration number)	<b>Nature of sub-processing:</b>	<b>Commencement date and term of contract between Contractor and Subprocessor:</b>
N/A	N/A	N/A

**Signature Area**



Ernst & Young LLP  
25 Churchill Place,  
London,  
E14 5EY

Tel: + 44 20 7951 2000  
Fax: + 44 20 7951 1345  
ey.com

## **Appendix. A - EY Side Letter**

Cabinet Office  
70 Whitehall, London, SW1A 2AS  
21/02/2024

Dear Sir/Madam

We are writing to set out the terms on which we shall provide services as a subcontractor for Bloom Procurement Services Ltd ("**Bloom**") in connection with Spotlight Confidential Data Strategy (the "**Services**").

### **Our Reports**

1. You may not rely on any draft Report. We shall not be required to update any final Report for circumstances of which we become aware, or events occurring, after its delivery.

### **Confidentiality**

2. Except as otherwise permitted by this letter, you may not disclose to third parties the contents of this letter or any information (other than Tax Advice) provided by or on our behalf that ought reasonably to be treated as confidential and/or proprietary. You may, however, disclose such information to the extent that it:
  - (a) is or becomes public other than through a breach of this letter,
  - (b) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information,
  - (c) was known to the recipient at the time of disclosure or is thereafter created independently,

(d) is disclosed as necessary to enforce the recipient's rights under this letter, or

(e) must be disclosed under applicable law, legal process or professional regulations. You agree that if you receive any request under the Freedom of Information Act 2000 (where you are subject to it) for disclosure of information provided by us, you will promptly notify us of such request prior to any disclosure.

If circumstances arise such that we disclose information to the National Crime Agency (NCA), due to the restrictions imposed by law we may be prevented from discussing such matters with you or from proceeding with the Services pending consent from NCA. If this arises we shall have no liability to you as a result of any suspension or termination of the Services.

3. Either of us may use electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this letter.
4. Subject to applicable law, we may provide Client Information to other EY Firms or our or their subcontractors, members, shareholders, directors, officers, partners, principals or employees ("**EY Persons**") and external service providers of EY, other EY Firms, or EY Persons ("**Service Providers**") who may collect, use, transfer, store or otherwise process it (collectively "**Process**") in various jurisdictions in which they operate for purposes related to:
  - 1) the provision of the Services;
  - 2) complying with regulatory, and legal obligations to which we are subject;
  - 3) conflict checking;
  - 4) risk management and quality reviews; and
  - 5) our internal financial accounting, information technology and other administrative support services

(collectively "**Processing Purposes**"). We shall be responsible for maintaining the confidentiality of Client Information regardless of by whom such Information is Processed on our behalf.

#### **Data Protection**

5. For the Processing Purposes referred to in paragraph 8 above, we and other EY Firms, EY Persons and Service Providers may Process information provided by you or

on your behalf ("**Client Information**") relating to identified or identifiable natural persons ("**Personal Data**") in various jurisdictions in which they operate (EY office locations are listed at [www.ey.com](http://www.ey.com)). The transfer of Personal Data within the EY network is subject to EY Binding Corporate Rules policies (listed at [www.ey.com/bcr](http://www.ey.com/bcr)). We will Process Personal Data in accordance with data protection requirements under applicable law and professional regulations including (without limitation) the Data Protection Act 1998 and with its coming into force, the EU General Data Protection Regulation 2016/679 and any legislative instrument, law or regulation that may supersede or amend it. We will require any Service Provider that Processes Personal Data on our behalf to adhere to such requirements. For Services where we act as processor processing Personal Data on your behalf, appropriate data processing terms will be agreed between us. For the avoidance of doubt, we are acting as a Controller of Personal Data that it Processes for the Processing Purposes as defined in paragraph 4 sub 2, 3, 4 and 5.

6. You warrant that you have the authority to provide Personal Data to us in connection with the performance of the Services and that any Personal Data provided to us has been Processed in accordance with applicable law.

#### **Limitation of liability**

7. Because we act as Bloom's subcontractor you may not make a claim or bring proceedings relating to this letter or the Services against us or any EY Firm or EY Person. You shall make any claim or bring proceedings only against Bloom.
8. Without prejudice to section 7 insofar as there may be any liability on our part in respect of breach of contract or breach of duty or fault or negligence or otherwise whatsoever arising out of or in connection with this letter and the Services our liability to you shall be limited in total to £2 million (or, if greater, the total amount of the fees charged by Bloom to you in connection with the Services) to cover claims of any sort whatsoever (excluding interest and costs) arising out of or in connection with the Services.
9. The limitations in paragraphs 7 and 8 will not apply to any liability (including vicarious liability) for death or personal injury or arising as a result of fraud on our part nor to any liability which cannot lawfully be excluded or limited.

#### **Access to Systems**

10. You will not be permitted to access to the IT or other systems of any EY Firm.

#### **Termination by SPS Provider**

11. You accept that we may terminate the Services and associated Work Order immediately on written notice to Bloom, where continuing to provide the Services may place us in breach of our legal, professional or regulatory obligations including for reasons of audit independence.

### Third party rights

12. Paragraphs 4, 5 and 7 are intended to benefit the other EY Firms and all EY Persons, who shall be entitled to enforce them. Otherwise a person who is not a party to this letter may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

### Governing law and dispute resolution

13. This letter, and any non-contractual matters or obligations arising out of this letter or the Services, shall be governed by, and construed in accordance with, the laws of England. Any dispute relating to this letter or the Services shall be subject to the exclusive jurisdiction of the English courts, to which each of us agrees to submit for these purposes.

Please sign a copy of this letter where indicated below to acknowledge that you agree to and are bound by the terms of this letter.

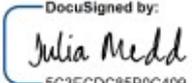
Yours sincerely

Ernst & Young LLP

Name: Patrick Craig

Title: Partner

We acknowledge and agree to the terms of this letter

Cabinet Office   
5C3ECDC85B0C409...

Name: Julia Medd

Title: Category Lead

Date: 4/3/2024



## Signature Area

Organisation Name:

Bloom

---

Role/Title:

**REDACTED TEXT under FOIA Section  
40, Personal Information**

---

Name:

**REDACTED TEXT under FOIA Section  
40, Personal Information**

---

Signature:

**REDACTED TEXT under FOIA  
Section 40, Personal Information**

Organisation Name:

Ernst & Young LLP

---

Role/Title:

.

---

Name:

**REDACTED TEXT under FOIA Section  
40, Personal Information**

---

Signature:

**REDACTED TEXT under FOIA Section  
40, Personal Information**