

Order Form

Framework agreement reference: Lot 5 - Consult 18:

Multidisciplinary Consultancy Services -

SBS/17/SG/ZMC/9266

Date of order	3/2/22	Order Number	Project_35601 To be quoted on all correspondence relating to this Order
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FROM

Customer	Defra	"Customer"
Customer's Address		
Invoice Address		
Contact Ref:	Name:	
	Address:	
	Phone:	
	e-mail:	

TO

Supplier	Ernst & Young LLP	"Supplier"
Supplier's Address		
Account Manager	Name:	
	Address:	
	Phone:	
	e-mail:	

GUARANTEE

Guarantee to be provided	No
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Where a guarantee is to be provided then this Contract is conditional upon the provision of a Guarantee to the Customer from the Guarantor in respect of the Supplier. Details of the Guarantor (if any) are set out below:

[Parent Company]	[]	"Guarantor"
Parent Company address	[]	
Account Manager	Name:	[]
	Address:	[]
	Phone:	[]
	e-mail:	[]
	Fax:	[]

1. TERM	
(1.1) Commencement Date	17/02/22
(1.2) Expiry Date	30/05/22.

2. GOODS AND SERVICES REQUIREMENTS	
(2.1) Goods and/or Services	
Initial scope included here with a fixed price agreed:	
Maximum Value £381,998 (exc VAT)	
Collection recycling	and <input type="checkbox"/>
Paper catalogue	<input type="checkbox"/>
Secure Collection	<input type="checkbox"/>

[Guidance: Include a description of the core Services which are applicable to the Customer together with any specific Service requirements.]

(2.2) Premises
Desk based
(2.3) Lease/ Licenses
N/A
(2.4) Standards
N/A
(2.5) Security Requirements
Security Policy
As agreed under the framework with no additions
Additional Security Requirements
No
Processing personal data under or in connection with this contract
NO

(2.6) Exit Plan (where required)
NO. Contract will end on 30/5/22
[Guidance: Customer to consider whether an Exit Plan is required for the Services.]
(2.7) Environmental Plan
N/a

3. SUPPLIER SOLUTION
<p>(3.1) Supplier Solution</p> <p>EY will deliver against the following scope of work,</p> <p>Phase 1 Grants Digital and Data Pre-discovery:</p> <ol style="list-style-type: none"> Current state analysis of Defra Group grant-making technology landscape <ol style="list-style-type: none"> Develop view of the grant-making technology and data used across different elements of Defra Group at present Conduct high-level scan of grant-making technology used across government Current state analysis of current technology and data within Defra Group grant-making Customer analysis <ol style="list-style-type: none"> Develop groupings of Defra Groups key grants customers Develop high-level 'customer journey' for key customer groups Collate customer insights (focus on challenges and opportunities), including through existing Defra Group customer research Future state principles and roadmap <ol style="list-style-type: none"> Define case for change and key opportunity areas Define key principles for future state solutions Develop roadmap to reach future state <p>This analysis will cover all relevant grant types (including fully public funded and partially public funded) as well as all customer groups.</p> <p>Phase 2 – Green Finance Discovery:</p> <p>An 8-week Discovery focused on data requirements within the Green Finance market. This will involve determining the outcomes that Defra group will need to be able to measure and insight Defra group will need to pull out from the Green Finance market, then mapping back the chain of information that Defra group will need to in order to measure those outcomes. In addition, this will involve, determining the information that 'customers' (investors, land managers, environmental groups) will need to have access to and the key considerations from a Data Strategy perspective (i.e. where would the data feeding this information be sourced from under different options?). This will enable the assessment of a set of options for the high-level Defra group Green Finance data strategy and the development of a set of future state principles for the emerging preferred way forward.</p> <ol style="list-style-type: none"> Baseline and Requirements Gathering <ol style="list-style-type: none"> Baseline: <ul style="list-style-type: none"> Review the current registers and associated data used for nature-based solutions and markets, including: <ul style="list-style-type: none"> UK Land Carbon Registry managed by IHS Markit (data about the status of Woodland Carbon Code and Peatland Code projects and the ownership and use of carbon units). Private carbon registries, including existing use of distributed ledgers such as Xpansiv's Digital Feedstock.

- Biodiversity net gain sites register being developed by Natural England.
- Environment Bank's BNG credits solution.
- Commercial digital mapping software (eg the Land App), providing baseline mapping and linking land parcels and landscape features to private and funding sources.
- Solutions used by water and insurance companies for cost avoidance, food retailers for supply chain resilience, MoD for tree planting, and institutional investors for ESG frameworks and green bonds.
- Implications of the TNFD framework, although recognising that this is still at an early stage.
- Research into green finance commissioned by the National Heritage Lottery Fund. NHLF has delivered the Green Recovery Challenge Fund for Defra.
- Environment Agency's experience as the Registry Administrator for BEIS of the ETS Registry.
- RPA's land register data and previous experience of managing producer registers (e.g. for entitlements, animals and milk quotas).
- JNCC's role
- Identify relevant data types/categories and commonalities across nature codes and other green finance sources that are utilised by investors and other customers.

1(b) Business Requirements

- Develop the 'value mapping' of the outcomes Defra group will need to measure and the insight that Defra group will need to derive from data.
- Using the results of the digital and data pre-discovery, explore in further detail the synergies between Defra group grants and private finance for nature markets.
- Deliver a high-level conceptual data schema.

1(c) Customer Requirements

- Determine the information that different customer groups will require – this includes land managers, potential investors, environmental groups

2. Options Appraisal

- Develop a spectrum of options for the high-level Defra Group data strategy in relation to market infrastructure (e.g. a spectrum of options could include Defra Group running single central registries to regulating data standards to completely free market dynamics)
- Develop an appraisal criterion to assess options against
- Run workshops and conduct analysis to appraise options and determine an emerged preferred way forward

3. Future State

- Develop a set of principles that would be applied in taking forward the emerging preferred way
- As part of this, develop principles that will be key to a comprehensive data strategy to meet the requirements gathered upfront
- Develop a roadmap to take the preferred option forward and build a comprehensive data strategy / architecture

Decisions in relation to the preferred way forward shall be the sole responsibility of Defra group.

(3.2) Account structure including Key Personnel

██████████ will be the Engagement Partner and will be ultimately accountable for ensuring exceptional client service and first-class deliverables throughout the engagement.

██████████ will provide oversight of the engagement throughout and will be the key point of contact for the Defra SRO – ██████████

The full delivery team structure is provided below.

Phase 1

Role	Grade
Partner Oversight and QA	Partner
Engagement Oversight	Managing Consultant / Director
Lead Digital Design Consultant	Managing Consultant
Technical Lead	Principal Consultant
Business Analyst	Consultant
Customer Lead	Principal Consultant
User Researcher	Consultant
Phase 2	

Role	Grade	
Partner Oversight and QA	Partner	
Engagement Oversight	Managing Consultant / Director	
Business Lead	Principal Consultant	
Data Lead	Principal Consultant	
(3.3) Sub-contractors to be involved in the provision of the Services and/or Goods		
N/A		
(3.4) Outline Security Management Plan		
<p>Staff security clearance Where there is a requirement, all staff on this engagement can be cleared to Baseline Personnel Security Standard.</p> <p>Risk Management EY's risk management system is built upon 5 key areas of compliance;</p> <ol style="list-style-type: none"> 1. IT Policies. Our Global Code of Connection sets a common worldwide standard for compliance in handling secure data. Every individual in the Firm has to confirm annually their understanding of and compliance with every aspect of the use of hardware and software. 2. Hard Information and Documents. Documents and files are graded according to their sensitivity and access is correspondingly restricted on a need to see basis. 3. Government Protectively Marked Information. As a List X Firm, EY are authorised to hold protectively marked information and to process security vetting applications directly with the DBS NSV 4. Personnel Policies: The use of job specifications, structured interviews, induction programs, biannual assessments, a Staff Handbook, training, and a formal joiners' and leavers' process 		

enable the Firm to recruit and retain only those who share the Firm's values, which include understanding the importance of safeguarding client information.

5. Business Continuity Management Policy. This details procedures for security operations, escalation procedures, and the Firm's comprehensive Business Continuity Plan, and deals with any incident that might affect our ability to conduct business securely.

Data privacy

EY is a Global Professional Services firm and, as such, maintains a robust data privacy and information security program designed to protect the confidentiality, integrity and availability of business and personal information. (see <http://www.ey.com/GL/en/About-us/Our-global-approach>). The EY Global Information Security Policy: Code of Connection FY2013 is EY's single global information security policy and establishes an information security program aligned with ISO-27002. As well as the comprehensive Security Policy, there are supporting standards and policies relating to specific technology areas. Information regarding our Data Protection and Information Security Program may be found in our brochure 'Ernst & Young — Protecting Your Data' (available on our website). To maintain optimum security over our systems, EY does not elaborate on technical details at this stage. However, we will be happy to discuss specific security implementations appropriate to the service we will be delivering at a later stage and can provide a copy of our annual external auditors' report to the ISAE 3402 standard.

(3.5) Relevant Convictions

None

(3.6) Implementation Plan

N/A

4. PERFORMANCE QUALITY

(4.1) Key Performance Indicators

To meet all deliverables of the project as detailed in the SLA.



SLA_35601_Fully
Signed.pdf

(4.2) Service Levels and Service Credits

See above – agreed SLA doc to be embedded here once signed.

Service Credits – N/a

5. PRICE AND PAYMENT

(5.1) Contract Price payable by the Customer in accordance with the commercial schedule set out in the framework agreement (including applicable discount but excluding VAT), payment profile and method of payment. Payment will be via a Purchase Order and money transferred via BACS upon receipt of internal approvals.

The first phase will be a fixed cost of [REDACTED] and phase 2 will be a fixed cost of [REDACTED]

(5.2) Invoicing and Payment

The Supplier shall issue invoices upon confirmation of receipt of deliverable from the Customer. The Customer shall pay the Supplier within [thirty (30) days] of receipt of a Valid Invoice, submitted in accordance with this paragraph 5.2, the payment profile set out in paragraph 5.1 above and the provisions of the Contract.

6. SUPPLEMENTAL AND/OR ADDITIONAL CLAUSES

(6.1) Supplemental requirements

1. The Authority may not make a claim or bring proceedings under the Contract or otherwise relating to the Services against any other member of the EY network of firms ("**EY Firms**") or the Supplier's or any EY Firm's subcontractors, members, shareholders, directors, officers, partners, principals or employees. The Authority shall make any claim or bring proceedings only against the Supplier.
2. The Supplier's liability to the Authority in respect of breach of contract or breach of duty or fault or negligence or otherwise whatsoever arising out of or in connection with the Contract and the Services, including in respect of liability under any indemnity, shall be limited in total to £2 million (or, if greater, the total amount of the fees charged by the Supplier to the Authority under the Contract) to cover claims of any sort whatsoever (excluding interest and costs) arising out of or in connection with the Contract and the Services.
3. The limitations in [paragraphs 1 and 2 above] will not apply to any liability (including vicarious liability) for death or personal injury or arising as a result of fraud on the Supplier's part nor to any liability which cannot lawfully be excluded or limited.
4. The Contract may be terminated on immediate written notice to the Authority by the Supplier if in the Supplier's reasonable opinion it is unable to continue performing the Services or any part of them in accordance with applicable law, regulations or professional standards, including regulations relating to audit independence.
5. To the extent of any conflict between the terms of [paragraph 1-4 above] and the terms of any other document forming a part of the Contract the terms of [in paragraph 1-4 above] shall prevail.
6. The Authority shall pay the Supplier for all work-in-progress, services already performed, and expenses incurred by the supplier up to and including the effective date of the termination of this Agreement.



BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES to enter a legally binding contract with the Customer to provide the Goods and/or Services. The Parties hereby acknowledge and agree that they have read the NHS Conditions of Contract for purchase of goods and/or Services and by signing below agree to be bound by the terms of this Contract.

For and on behalf of the Supplier:

Name and Title

Signature	
Date	30/03/2022

For and on behalf of the Customer:

Name and Title	
Signature	
Date	30/03/2022