



Ernst & Young  
1 More London Place  
London SE1 2AF

Attn: **REDACTED**  
**REDACTED**

Date: 10<sup>th</sup> February 2017  
Procurement ref: CCCC17A08

Dear Sir/Madam,

**Award of contract for the supply of FEDG Function Forward Look Assessment and Commercial Strategic Options Position Paper**

Following your proposal for the supply of consultancy services to Cabinet Office, we are pleased to award this contract to you.

This letter (Award Letter) and its Annexes set out the terms of the contract between Cabinet Office as the Customer and Ernst & Young as the Supplier for the provision of the Services. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Annex 1 to this Award Letter (the “**Conditions**”). In the event of any conflict between this Award Letter (and its Annexes) and the Conditions, this Award Letter (and its Annexes) shall prevail. Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by the Customer and may delay the conclusion of the Agreement.

**1. For the purposes of the Agreement, the Customer and the Supplier agree as follows:**

1.1. The Services shall be performed at both the Customer’s and Supplier’s premises which are:

1.1.1 Cabinet Office  
1 Horse Guards Road,  
London. SW1A 2HQ.

1.1.2 Ernst & Young  
1 More London Place  
London SE1 2AF

1.2. The charges for the Services shall be as set out in Annex 2. The total contract value shall be £75,000 excluding VAT, including all extension options.

1.3. The specification of the Services to be supplied is as set out in Annex 3. Where there is conflict Annex 3 shall take precedence.



1.4. The Date of Delivery shall be 31<sup>st</sup> March 2017.

1.5. The Term shall commence on 13<sup>th</sup> February 2017 (the “Start Date”) and the Expiry Date shall be 31<sup>st</sup> March 2017. The Authority may extend the Agreement for a period of up to 6 months by giving not less than 10 Working Days’ notice in writing to the Supplier prior to the Expiry Date.

1.6. The address for notices of the Parties are:

<b>Customer</b>	<b>Supplier</b>
<p><b>REDACTED</b> Finance Business Partner – Functions Group Cabinet Office 4<sup>th</sup> Floor – Blue Zone 1 Horse Guards Road, London. SW1A 2HQ. Attention: <b>REDACTED</b> Email: <b>REDACTED</b></p>	<p><b>REDACTED</b> Ernst &amp; Young 1 More London Place London SE1 2AF Attention: <b>REDACTED</b> Email: <b>REDACTED</b></p>

1.7. The following persons are Key Personnel for the purposes of the Agreement:

<b>Name</b>	<b>Title/Role</b>
<b>REDACTED</b>	Finance Business Partner – Functions Group - Cabinet Office
<b>REDACTED</b>	Engagement and Relationship Lead – Ernst and Young
<b>REDACTED</b>	Marketing and Model Lead – Ernst and Young
<b>REDACTED</b>	Engagement Partner – Ernst and Young
<b>REDACTED</b>	Grants SMR - Ernst and Young
<b>REDACTED</b>	Fraud and Error - Ernst and Young

## 2. Payment

2.1. The total value of this Contract is £75,000 excluding VAT.



- 2.2. Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables. These are detailed in Annex 2.
- 2.3. All invoices must be sent, quoting a valid purchase order number (PO Number), to: Shared Services Accounts Payable, Room 6124, Tomlinson House, Norcross Blackpool, FY5 3TA within 10 working days of receipt of your countersigned copy of this letter, the Customer will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.
- 2.4. To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, item number (if applicable) and the details (name and telephone number) of your Customer contact (i.e. Contract Manager). If you have a query regarding an outstanding payment please contact Cabinet Office's Accounts Payable section either by email to [SSCL.POINVOICEPAYMENTS@DWP.GSI.GOV.UK](mailto:SSCL.POINVOICEPAYMENTS@DWP.GSI.GOV.UK) or by telephone on 0845 602 8244 between 09:00-17:00 Monday to Friday.

### 3. Liaison

For general liaison your contact will continue to be "redacted" or, in their absence, "redacted".

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the Services. Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this letter via email to "redacted" **within 7** days from the date of this letter. No other form of acknowledgement will be accepted. Please remember to quote the procurement reference number above in any future communications relating to this contract.

### 4. Additional Terms and Conditions

- 4.1. The Supplier and Authority have been in discussion regarding some additional terms and conditions which the supplier has requested are included in the Contract. The Authority has agreed to these additional Terms and Conditions which are as follows:

#### 4.1.1 **Restricting the disclosure of providers work to the Authority**

'Any information, advice, recommendations or other content of any reports, presentations or other communications the Supplier provides under this Agreement ("Reports"), other than Client Information, are for the Customer's internal use only (consistent with the purpose of the particular Services). The Customer may not disclose a Report (or any portion or summary of a Report), or refer to us or to any other EY Firm in connection with the Services, except: to its lawyers (subject to these disclosure restrictions), who may review it only in connection with advice relating to the Services, to the extent, and for the purposes, required by law (and you will promptly notify us of such legal requirement to the extent you are permitted to do so), to other persons (including any other government entities) with our prior written consent, who may use it only as the Supplier has specified in its consent, or if the Customer is permitted to disclose a Report (or a portion thereof), it shall not alter, edit or modify it from the form in which it is provided.



The Customer may incorporate into its documents our summaries, calculations or tables based on Client Information contained in a Report, but not the Supplier's recommendations, conclusions or findings. The Customer must assume sole responsibility for the contents of those documents and you must not externally refer to EY or any other EY Firm in connection with them.

To the fullest extent permitted by applicable law and professional regulations, the Customer shall be liable to Supplier, the other EY Firms and the EY Persons against all claims by third parties (including other government entities) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of a third party's use of or reliance on any Report disclosed to it by or through the Customer or at the Customer's request. The Customer shall have no obligation hereunder to the extent that the Supplier have specifically authorized, in writing, the third party's reliance on the Report.'

#### 4.1.2 **Financial limitation of provider's liability**

'The total aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to £2 million to cover claims of any sort whatsoever (excluding interest and costs) arising out of or in connection with this Agreement and the Services; and in no event shall the Supplier be liable to the Customer for any: loss of profits, loss of business, loss of revenue, loss of or damage to goodwill, loss of savings (whether anticipated or otherwise), loss of data; and/or any indirect, special or consequential loss or damage.

Nothing in the Agreement shall be construed to limit or exclude either Party's liability for: death or personal injury caused by its negligence or that of its Staff; fraud or fraudulent misrepresentation by it or that of its Staff; or any other matter which, by law, may not be excluded or limited.'

#### 4.1.3 **Proportionate share of liability**

'If the Supplier is liable to the Customer (or to any others for whom Services are provided) under this Agreement or otherwise in connection with the Services, for loss or damage to which any other persons have also contributed, the Supplier's liability to the Customer shall be several, and not joint, with such others, and shall be limited to its fair share of that total loss or damage, based on its contribution to the loss and damage relative to the others' contributions. No exclusion or limitation on the liability of other responsible persons imposed or agreed at any time shall affect any assessment of the Supplier's proportionate liability hereunder, nor shall settlement of or difficulty enforcing any claim, or the death, dissolution or insolvency of any such other responsible persons or their ceasing to be liable for the loss or damage or any portion thereof, affect any such assessment.'

#### 4.1.4 **Sole recourse against the correct E&Y member firm (in this case EY UK)**

'The Customer may not make a claim or bring proceedings under this Agreement or otherwise relating to the Services against any other EY Firm or our or its subcontractors, members,



shareholders, directors, officers, partners, principals or employees (EY Persons). You shall make any claim or bring proceedings only against EY.'

#### 4.1.5 **Protecting the provider's intellectual property**

'The Supplier hereby grants the Customer: a perpetual, royalty-free, irrevocable (subject to payment of all fees due), non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and a perpetual, royalty-free, irrevocable (subject to payment of all fees due) and non-exclusive, internal use only licence (with a right to sub-license) to use: any intellectual property rights vested in or licensed to owned by the Supplier on the date of the Agreement; and delivered to the Customer in a Report.'

#### 4.1.6 **Right to immediate termination**

Either party may terminate the Agreement at any time by notice in writing to the Supplier to take effect immediately or on any date agreed by the parties.'

#### 4.1.7 **Sharing of information with other E&Y member firms and third parties**

'Unless prohibited by applicable law, the Supplier may disclose Customer Information to other EY Firms, EY Persons and third parties providing services on our behalf who may collect, use, transfer, store or otherwise process it (collectively "Process") in the various jurisdictions in which they operate for purposes related to the provision of the Services, to comply with regulatory requirements, to check conflicts, for quality, risk management, or financial accounting purposes and/or for the provision of other administrative support services (collectively "Process Purposes"). The Supplier shall be responsible to you for maintaining the confidentiality of Client Information or the Process Purposes, the Supplier and other EY Firms, EY Persons and third parties providing services on our behalf may Process Client Information that can be linked to specific individuals ("Personal Data") in various jurisdictions in which we and any of them operate (EY office locations are listed at [www.ey.com](http://www.ey.com)). The Supplier and other EY Firms will Process the Personal Data in accordance with applicable law and professional regulations including (without limitation) the Data Protection Act 1998. The Supplier will require any service provider that Processes Personal Data on our behalf to adhere to such requirements.

The Customer warrants that you have the authority to provide the Personal Data to the Supplier in connection with the performance of the Services and that the Personal data provided to the Supplier has been processed in accordance with applicable law'

#### 4.1.8 **Compliance with Cabinet Office Policies**

'The provider would want any obligations that it is accepting to be incorporated into the Contract. It would not want to agree to comply with Cabinet Office Policies "from time to time" as there is too much uncertainty over what it is agreeing to as a firm now and in the future.

Yours faithfully,

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Crown  
Commercial  
Service

OFFICIAL

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125 Kingsway,  
London WC2B 6NH

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E  
ManagedProcurementService@crownc  
mmercial.gov.uk

[www.gov.uk/ccs](http://www.gov.uk/ccs)

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Signed for and on behalf of Cabinet Office (“the Customer”)

Name: **REDACTED**

Commercial Manager

Signature:

**REDACTED**

Date: 10/02/2017

We accept the terms set out in this letter and its Annexes, including the Conditions.

Signed for and on behalf of Ernst & Young (“the Supplier”)

Name:

Signature:

Date:

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