

## Provider Market Oversight (PMO) Framework: Restructuring Services

### Engagement Letter (Lot 1)

<b>Engagement Number</b> (to be quoted on all correspondence)	PMO/L1/03
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	From	To
<b>Name</b>	DfE  The Secretary of State for Education	Contract:  BDO LLP
<b>Address</b>	Sanctuary Buildings, Great Smith Street, London, SW1P 3BT	55 Baker Street, London, W1U 7EU
<b>Invoice Address (If different)</b>		
<b>Representative Details</b>	DfE Representative	Contractor's Representative
<b>Name</b>	<Redacted under S40 of the FOIA>	<Redacted under S40 of the FOIA>
<b>Email</b>	<Redacted under S40 of the FOIA>	<Redacted under S40 of the FOIA>
<b>Telephone number</b>	<Redacted under S40 of the FOIA>	<Redacted under S40 of the FOIA>

<b>The Effective Date</b>	6 <sup>th</sup> June 2022
<b>The services are expected to be complete by</b>	17 <sup>th</sup> June 2022

## SERVICES

### 1. Scope of the Appointment

DfE will tick the relevant box(es) below to indicate the Services covered by the Engagement and will include additional detail in Annex A. DfE will specify in Annex A which Services are required from the Effective Date of the Call-Off Contract and which Services may be requested by DfE during the term of the Call-Off Contract.

#### A. Independent Business Review (“IBR”) Services including:

Service Name	Required (Y/N)	Service Name	Required (Y/N)
Finance Review	<input type="checkbox"/>	Educational Review	<input type="checkbox"/>
Estates Review	<input type="checkbox"/>	Commercial Review	<input type="checkbox"/>
Operational Review	<input type="checkbox"/>	Organisational Review	<input type="checkbox"/>

#### B. Supplementary Activity (On request from DfE)

Service Name	Required (Y/N)	Service Name	Required (Y/N)
Financial Information	<input type="checkbox"/>	Prepare Statutory Documentation	<input type="checkbox"/>
Advice & Guidance	<input checked="" type="checkbox"/>	Prepare other Documentation	<input type="checkbox"/>
Pre Insolvency Contingency Planning	<input type="checkbox"/>		
Other Supplementary Activity	<input type="checkbox"/>	Other Details: (Please specify)	

**C. Education Administration (On request from DfE)**

Service Name	Required (Y/N)
Education Administration	<input type="checkbox"/>

**D. Insolvency process (On request from DfE)**

Service Name	Required (Y/N)
Insolvency Process	<input type="checkbox"/>
	<input type="checkbox"/>

**2. Rate Card**

**Please insert Contractor rate card which shall not exceed the rate card as set out in the Framework Agreement**

Grade	Role	Hourly Rate £ (Exc VAT)	Daily Rate £ (Exc VAT)
Partner	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>
Director	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>
Senior Manager	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>
Manager (Insolvency Practitioner)	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>
Senior Associate	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>
Real Estate at Senior Manager	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>
Other Staff - Administrator	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>
Other Staff - Administrator	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>

		the FOIA>	the FOIA>

### 3. Costs (to be completed by Contractor)

Please provide a breakdown of Contractor resource, time, cost, and total cost and including any discounts applied.

Costs are firm for the scope of the Framework Agreement. Any payment outside of this agreement must be agreed in writing with DfE before the Effective Date and will be in exceptional circumstances only.

Grade	BDO team	Rate hourly £	Rate day £	Time requirement (hours)	Cost
<Redacted under S40 of the FOIA>	<Redacted under S40 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>
<Redacted under S40 of the FOIA>	<Redacted under S40 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>
<Redacted under S40 of the FOIA>	<Redacted under S40 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>
<Redacted under S40 of the FOIA>	<Redacted under S40 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>
<Redacted under S40 of the FOIA>	<Redacted under S40 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>
<Redacted under S40 of the FOIA>	<Redacted under S40 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>
				Total	<Redacted under S43 of the FOIA>

#### 4. Charges

Clause 14.1 of the Framework Agreement (Charges for Services) determines that Charges for any Services under a Call-Off Contract should be set out in the Engagement Letter and shall be based on the prices set out in schedule 4 of the Framework Agreement (Charging Matrix). The Charges associated with this Engagement shall be as follows:

**The total price £8,500 + VAT**

#### 5. Payment Period (if different from Call-Off Contract Terms and Conditions)

n/a

#### 6. Performance

Service name	Details
Key Personnel of the Contractor to be involved in the Services (and deliverables)	As outlined in costs section above
Key-Sub-Contractor	n/a
Service period	6 <sup>th</sup> June 2022 – 17 <sup>th</sup> June 2022 (work to be completed ASAP within this period)
Premises at which the Services are to be provided	[tbc]

**Performance Measures:**

## 6A. Key Performance Indicators Specific to Call-Off Contract

Please insert KPIs specific to the assignment

KPI Reference	Service Area	KPI Description	Target
Lot 1 – KPI 2	Service delivery	Contractor able to deliver services and deliverable/s in the timescale set out in the Engagement letter	100%
Lot 1 – KPI 4	Cost	Contractor must deliver assignment within agreed Engagement Letter fee budget and any overrun payments are agreed with Authority in advance	100%
Lot 1 – KPI 5	Quality	Contractor able to deliver assignment within Engagement Letter specification requirements and to relevant legislation	100%

### Quality Standards:

## 6B. Service Level Agreement (SLA) Specific to Call-Off Contract

Please insert SLAs specific to the assignment

SLA Reference	Service Area	SLA Description	Target
Lot 1 - SLA 1	Reporting	Monthly reporting: submit a monthly report by the Tenth Business Day of the month, including any exception events within this report.	100% DfE Monitoring
Lot 1 - SLA 2	Meetings	Attend Monthly Contractor Meetings - as required	100% DfE Monitoring

		Attend development and operations meetings - as required	
Lot 1 - SLA 3	Complaints	Ensure Complaints procedure is adhered to and Main management contact to report all complaints in writing to DfE within 3 business days	100% DfE Monitoring

## Management Information (MI) and meetings

### 6C. Meetings and MI specific to Call-Off Contract

Meetings required	1-2
Timing of meetings	Following analysis and for discussion when advice has been shared
Management Information required	KPI data as set out in section 6A and 6B
Management Information deadline	Monthly or at the end of the call off term if shorter

## 7. Reliance Parties

In accordance with clause 9.1 of the Framework Agreement (Reliance and Disclosure), DfE may request in an Engagement Letter for additional persons to be added as Reliance Parties. For the purpose of this Engagement, the Parties agree that the following should be included as Reliance Parties:

- n/a

## 8. Data Protection

Clause 19.1 of the Framework Agreement (Data Protection) determines that the factual activity carried out by each Party in respect of their data protection obligations under the Framework Agreement shall be set out in the Engagement Letter. For the purpose of this Engagement, DfE shall act as Controller and the Contractor shall act as Processor.

Paragraph 4.3 of Schedule 11 of the Framework Agreement (Processing, Personal Data and Data Subjects) determines that, where Personal Data processing differs from the instructions given in the table within Schedule 11, DfE may include such specific instructions in the Engagement Letter and such instructions will apply in respect of that Call-Off Contract. For the purpose of this Engagement, the following instructions (if populated) shall apply the Call-Off Contract:

<b>Data Processing descriptor</b>	<b>Narrative</b>
Identity of the Controller and Processor	<p>DfE is Controller and the Contractor is Processor</p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, DfE is the Controller and the Contractor is the Processor of the following Personal Data:</p> <p>the data to be shared does not contain any personal data. The data to be shared is &lt;Redacted under S43 of the FOIA&gt; and therefore no personal data is expected.</p>
Subject matter of the processing	<p>To enable the effective provision of the following services:</p> <p>BDO will be providing advice &lt;Redacted under S43 of the FOIA&gt;</p>
Duration of the processing	<p>The Framework Contract Period and thereafter, until expiry or termination of the last Call-Off Contract under the Framework, including the period until all transactions relating to Call-Off Contracts have permanently ceased.</p>
Nature and purposes of the processing	<p>&lt;Redacted under S43 of the FOIA&gt;</p> <p>No personal data is expected to be shared as part of the engagement, other than email address /phone numbers of college staff that will be assisting with the provision of information.</p>



<b>Data Processing descriptor</b>	<b>Narrative</b>
Type of Personal Data	No personal data is expected to be shared as part of the engagement, other than email address /phone numbers of college staff that will be assisting with the provision of information
Categories of Data Subject	No personal data is expected to be shared as part of the engagement, other than email address /phone numbers of college staff that will be assisting with the provision of information.
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	Data will be retained for Six (6) years after the duration of the processing outlined above and in accordance with the HMG Policy.  In accordance with the Core Terms, all DfE data and any copies held by the Supplier must be securely erased once the Processing is complete, unless the Supplier is required by law to retain it.

## **9. Contractor's Proposal**

The Contractor shall detail in Annex B how it proposes to perform the Services, as per schedule 4 of the Call-Off Contract (The Contractor's Proposals).

## **10. Confidential Information**

In addition to the information stated in Schedule 12 of the Framework Agreement, the following information shall be deemed to be Commercially Sensitive Information (Schedule 3 of the Call-Off Contract):

- N/A

Duration that the information shall be deemed Commercially Sensitive Information: 6 years

## Approval and Authority to Proceed

**BY SIGNING AND RETURNING THIS ENGAGEMENT LETTER THE PARTIES AGREE** to enter a legally binding contract with the Contractor to provide to DfE the Services specified in this Engagement Letter incorporating the rights and obligations in the Call-Off Contract set out in the Framework Agreement entered into by the DfE and the Contractor on 16<sup>th</sup> April 2021.

Name	Title	Signature	Date
<b>DfE:</b> <Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>	13/06/22
<b>Contractor:</b> <Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>	13/06/22

## Annex A

### Contract Specification

Education Provider	
<b>Name</b>	<Redacted under S43 of the FOIA>
<b>Address</b>	<Redacted under S43 of the FOIA>
<b>Site Contact Details</b>	n/a
<b>Additional Information</b>	<i>For example: Multi-site, learner numbers, provider type etc.</i>
Scope of Appointment	

<b>Guidance</b>	<b>Please delete areas which are not required for this Call-Off Contract</b>
<b>Advice and Guidance: other details</b>	<Redacted under S43 of the FOIA>
<b>Outputs</b>	
Insert details of any reporting requirements specific to the Call-Off Contract	

## **Annex B - Contractor Proposal**

<Redacted under S43 of the FOIA>