



Cabinet Office

OFFICIAL SENSITIVE - COMMERCIAL
Cabinet Office Commercial
External support
Work Package Agreement – Lot 1, 2 and 3

Completed forms and any queries should be directed to fst-consultancy@cabinetoffice.gov.uk

Please complete the form in accordance with the guidance and structures in the template. For queries on completing the form please contact the External Support team via the FST mailbox or your allocated Engagement Lead.

If the form is not drafted in accordance with the guidance, it will not be approved.

Engagement details			
Engagement ref #	012T		
Extension?	No	Ref	N/A
Department / Area	Department for Environment, Food and Rural Affairs (Defra or the Department)		
Supplier	Deloitte LLP		
Title	MAS Consultancy Support		
Engagement start / end date	26 October 2020	13 November 2020	
Expected costs 20/21	£428,610		
Expected costs 21/22			
Dept. PO reference			
Lot #	Lot 2		
Version #	0.1		

By signing and returning this cover note, Department for Environment, Food and Rural Affairs accepts the contents of this Engagement Letter as being the services required and agrees for Deloitte LLP provide the services in accordance with the Statement of Requirements under the overarching contract (Lot 1 / 2 - Ref CCCC20A01) (the Agreement) with the Cabinet Office and confirms the availability of funding to support recharge for the services.

Signatures		
Supplier	Department	Cabinet Office /External Support Team



Supplier engages with Department to complete. Once agreed, Supplier signs front page and sends to Department	Department signs front page and sends to External Support Team	On approval, External Support Team signs and returns copy to Department and Supplier
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Supplier contact: [REDACTED]

Department contact: [REDACTED]

1. Background

Justification for the work

The Client (DEFRA) needs to deliver an initial capability for the provision of certification of plant and animal based goods that are being transported between GB and NI from 1 January 2021. The Movement Assistance Scheme (MAS) Programme has been setup to provide traders with access to a helpdesk for certification advice and guidance (MAS1) and access to funding to cover the new costs of certification for a defined period (MAS2).

A further phase (MAS3) will encompass advice and guidance and funding for goods in transit between GB and NI via ROI but the implementation date for this phase is still to be agreed.

The Client's objective for MAS is to deliver a minimum viable product by the end of the transition period. There are two other programmes in the portfolio (RMS and Contingency) which are required to deliver in order for the service to become fully operational. Until the portfolio is completed, it is expected that UK Government will continue to allow transit of plant and animal products between GB and NI in order that supply is not disrupted. As a result, the MAS service is not expected to have a major impact on trade operations in its early months of operation.

The Client does not have the capacity to deliver this project without external support due to the tight timescales (end of the transition period) and therefore there is an urgent requirement for external support to bolster internal teams to deliver on time.

2. Statement of services

Objectives and outcomes to be achieved

Requirement

MAS Programme: the Client requires external support to supplement existing capability to deliver MAS. The operation of the resulting service will be delivered by existing functions within DEFRA. Specific areas of support includes:

- Diagnostic - confirm MAS programme status and identify the key interventions required to ensure that MAS is set up for success.
- Business Case - develop the MAS Outline Business Case, setting out the longer strategic direction for MAS and articulating the Minimal Viable Product for 1 January 2021.
- MAS Scoping Planning and Delivery - supporting the Client in the ongoing delivery of MAS whilst confirming the operating model scope.
- Governance - design and establish the governance arrangements required to deliver the programme.

Contingency Solution (CS) Programme: the Client requires external support to further understand the requirements and challenges relating to the CS Programme.



Scope

The Supplier's understanding of the requirement is based on discussions with John Bourne, Director of Biosecurity and Food Projects. The scope of this Work Package Agreement (WPA) is set out below for the period 26 October 2020 to 13 November 2020. A separate WPA will be raised to cover the period beyond 13th November.

MAS Programme Diagnostic. The Supplier will conduct a week long diagnostic of the MAS programme, in partnership with the existing DEFRA and APHA stakeholders. The purpose of the diagnostic exercise is to confirm programme status and identify the key interventions required to ensure that MAS is set up for success, highlighting the necessary recommendations and next steps. The scope of this diagnostic will consider Governance, Stakeholder Management, Operating model (from both an operations and technology perspective) and scope.

Outline Business Case. This will build upon the existing business case and will set out the longer term strategic direction for MAS for sustainable solutions.

MAS Scoping, Planning and Delivery. Supporting the Client in the ongoing delivery of MAS whilst confirming the operating model scope and baselining the required delivery plan up to and including 01 January 2021.

Governance. Supporting the Client to design and establish the governance arrangements required to deliver the programme.

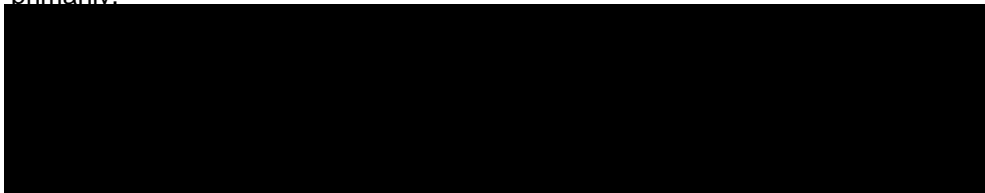
Contingency Solutions. The Supplier will work with the Client to detail an approach to understand the supply challenges at a regional level from 1st January and identify SMART metrics / criteria that will be used to decide on OV allocation once these regional supply challenges are understood / captured.

Knowledge transfer will be ongoing throughout this WPA.

Assumptions and dependencies

The Supplier undertakes to carry out the services in this WPA based on the following assumptions and key dependencies:

- We assume the Supplier team will be provided with the necessary senior guidance, oversight and decision making in order to support the Client in this work.
- We assume we will use Deloitte laptops for the work.
- We assume BPSS clearance is the minimum level of clearance required.
- The work will be performed remotely.
- Key members of the Defra team that the Supplier expects to interact with will include primarily:



- During the course of the work, the Supplier expects that it may also be required to interact with other members of the Client team, their ALBs and other relevant government departments as required.
- The existing Client team, relevant stakeholders / leaders and suitably skilled staff from Defra, associated ALBs and other Departments as required will be available during the project for regular meetings and engagement with the project. The Client will facilitate the



prompt access to key stakeholders for engagement and will support the facilitation of key meetings.

- Client resources with the appropriate skill set and requisite availability will, where appropriate be used to resource the project. These resources will appropriately represent the geographic, business unit and functional splits affected by the project where practicable.
- The Client will ensure that all of their staff overseeing the services will be suitably skilled and experienced to manage any third party suppliers they are using and liaise with all other stakeholders as necessary.
- The Client will provide access to appropriately technical personnel and documentation to assist us in providing the Services.
- The Client will provide appropriate sponsorship, stakeholders and subject matter experts, as required.
- The dates included above are indicative only and may be subject to change due to planning activities; any timetable will be dependent on all parties fulfilling their respective responsibilities.
- Delays caused by circumstances outside the Supplier's control will be subject to change control and will not incur any penalty or loss to us. The Client will promptly inform the Supplier of any circumstances or events which are likely to affect the provision of the Services within the anticipated timescales.
- All outputs and / or deliverables will be Defra branded. All enhancements and / or modifications to our background Intellectual Property Rights ("IPR") will be retained as Deloitte Background IPR. The Supplier assumes that the Client does not require any Project Specific IPR to be suitable for publication as Open Source or based on Open Standards.

Deliverables

Over the course of the work, and in addition to supporting ongoing DEFRA MAS delivery tasks and mobilising for MAS delivery tasks beyond the duration of this agreement, the Supplier will work with the Client to develop the below deliverables. All deliverables will be owned by the Client. The Client will be accountable for the completeness and accuracy.

Deliverable	Milestone / Date	Owner (who in the consultancy delivery team?)
<p>A findings and recommendations document, including a summary dashboard. The key findings and recommendations dashboard and document will cover the following areas:</p> <ul style="list-style-type: none"> • Current state assessment. • Key milestones / success criteria at risk. • Actions required to achieve the desired end state / meet required success criteria (including ongoing sustainability of the solution). 		
<p>The governance structure to deliver the MAS programme will be established. This will include an agreed terms of reference for each of the new governance groups.</p>		
<p>MAS Outline Business Case (initial draft). Support the Client to develop the MAS Outline Business Case, setting out the longer strategic direction for</p>		



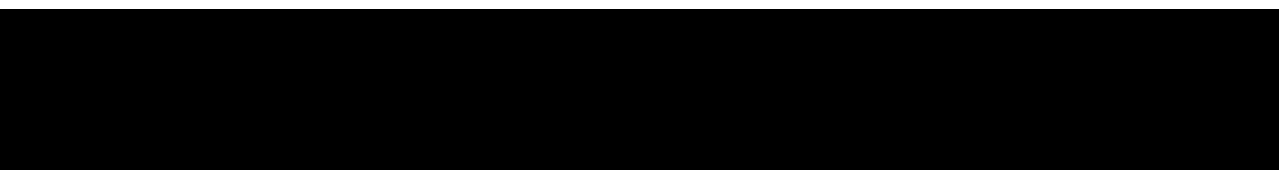
MAS and articulating the Minimal Viable Product for 1 January 2021		
A high level operating model document, this will describe the Minimum Viable Product (MVP) for MAS 1 and MAS 2 including the high level process and technology requirements.		
A delivery plan detailing the key activities and milestones to deliver the MVP MAS operating model.		

Limitations on scope and change control

Unless instructions to the Supplier are later amended in writing (noting the pragmatism and flexibility required to operate in an agile manner), the work undertaken will be restricted to that set out above. In providing the services detailed above, the Supplier will be acting in reliance on information provided by the Department.

The Engagement Letter is the agreed contract of work between the Cabinet Office, Department and Supplier and can be varied under the change control process. Any changes to timescales, scope and costs will require approval by the External Support Team.

This scope of work is true and accurate to the best of the Supplier's knowledge and belief and is based on the accuracy of the information supplied by the Department and third parties on its behalf.





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3. Delivery team



[illegible]

The individual resource days and associated costs set out above have been provided as an estimate at this stage. We may seek to vary the days per resource within the overall cost envelope where appropriate in order to maximise input from Subject Matter Experts where possible. Days will be billed on a time and materials basis.



Total resource	16
Total days* Engagement Length**	
<small>*Total days worked across all resources **Total working days in engagement</small>	

Department's team

In providing the services, the Supplier assumes that:

- The Department's team, relevant stakeholders/leaders and suitably skilled staff from Defra and other Departments as required will be available during the project for regular meetings and engagement with the project;
- Defra resources with the appropriate skills set and requisite availability will be used to resource the project. These resources will appropriately represent the geographic, business unit and functional splits affected by the project where practicable;
- Defra will ensure that all of its staff overseeing the services will be suitably skilled and experienced and manage any third party suppliers it is using and liaise with all other stakeholders as necessary;
- Defra will provide access to appropriate technical personnel and documentation to assist in providing the Services;

Defra will provide appropriate sponsorship, stakeholders and subject matter experts, as required.

4. Fees

The Department will reimburse the Supplier for approved work done according to the table below. The total fees for the scope of work detailed in this Engagement Letter will be [REDACTED] inclusive of expenses and excluding VAT.

Stage	Cost	Due (link to milestone dates)
A		DD/MM/YY

Expenses statement

The Cabinet Office overarching contract rates include expenses for any travel to/from any UK location defined by the Department as the base office for the work. Only expenses for travel at departmental request from this base can be charged. If appropriate, define permissible expenses to be charged.

Payment

Defra will reimburse fees monthly on confirmation of approval of work delivered by the Department. All invoices submitted to the department for payment will also be provided to the Cabinet Office via [REDACTED]. The Supplier will keep an accurate record of time spent by staff in providing the services and provide this information and supporting narrative, if requested.

5. Governance and reporting

As part of the Call-Off Contract, the Supplier and Department agree to provide reporting on the following:

- Completion of the time tracker at the end of the work, to track days worked by our consultants;
- Regular update meetings to track progress against services and deliverables.

Acceptance of deliverables and the time for acceptance will be agreed as part the ongoing project activities and will take account of the Supplier's role and the role and input of the Department team and other parties. If not agreed as part of ongoing project management activities and planning timelines, the Department should assume it will have a period of 5 days (the "Evaluation Period") after provision to it of each deliverable to verify that such deliverable is not deficient. If the Department notifies the Supplier in writing prior to the expiry of the relevant Evaluation Period that such deliverable is deficient in any material aspect and the Supplier accepts the existence of such deficiency (a "Non-conformity"), the Supplier will correct such Non-conformity as soon as reasonably practical, whereupon the Department will receive an additional 5 day period ("Verification Period") commencing upon the Department's receipt of the corrected deliverables to verify that the Non-conformity has been corrected. The Department will provide the Supplier with such assistance as it may reasonably require to enable it to verify the existence of and correct a reported Non-conformity. Each deliverable will be deemed accepted by the Department upon the expiry of the Evaluation Period or, in the event that it has notified the Supplier of a Nonconformity as provided above, upon expiry of the relevant Verification Period.

Feedback and satisfaction

The Cabinet Office reserves the right to hold a review meetings during the assignment, discussing what went well, opportunities for improvement on future assignments and similar. This will incorporate any 'Show and Tell' documentation or transferable products that have been produced.

Non-disclosure agreements

Any NDA requirements are to be agreed on a case by case basis between the Department and the Consultancy Provider/Supplier.

~~The overarching MCF / MCF2 frameworks and Cabinet Office contracts include NDAs.~~

Notice period

The nature of these engagements require that the Department / Cabinet Office have the ability to terminate an engagement with notice. The Department or the Cabinet Office's termination rights for this engagement are marked below.

The minimum notice period for termination is 5 working days regardless of engagement duration.

Where the Department or the Cabinet Office terminate an engagement, agreed costs incurred to the end of the notice period will be reimbursed.

Commercially confidential information

Deloitte LLP considers any information relating to personal information (CVs, contact details etc.), to our pricing, that contains details of our cost base or insurance arrangements, that relates to our proprietary information as well as our approach and/or our methodologies to be commercially sensitive/confidential and exempt from disclosure under the Freedom of Information Act 2000 ("FOIA"). Please notify Deloitte LLP if you receive a request to disclose such information prior to making any disclosure, so that we can consult you about the applicability of the FOIA exemptions relating to this information.

In addition, Deloitte LLP notes that the Government's Transparency Agenda may require the publication of all tender documents and Government contracts. In accordance with guidance issued by GPS and the Code of Practice for FOIA, if you choose to award the work covered by this Project Engagement Letter or supporting documents you will need to consult us regarding the redaction (as envisaged in the GPS guidance and Code of Practice) of certain parts of the contract, including those areas identified above, for this work and this agreement.



1. Department identifies a potential need for delivery support, initiates a conversation with External Support Team, confirms which approvals are required for an engagement to occur
2. Request Form completed by department and submitted to External Support Team at: fst-consultancy@cabinetoffice.gov.uk
3. The form is reviewed by the External Support Team to consider which resource route is most appropriate and may request additional information/edits from department if required
4. Lot / Supplier is selected and briefed on the request by External Support Team, then introduced to the requesting department for further discussion and confirmation of work to be delivered
5. An Engagement Letter is completed by the supplier and agreed with the department, including evidence of all required approvals either being in place or being progressed (e.g. PO) and forwarded to the External Support Team for review by Approvals Board. Approval states are:

Approval state	Definition	Permissions
Full approval	<ul style="list-style-type: none"> WPA agreed WPA signed: Supplier, Dept and CO Purchase Order number 	<ul style="list-style-type: none"> Work can start Supplier can invoice for work
Approval in principle	<ul style="list-style-type: none"> Confident WPA is on track or WPA agreed Reliable confirmation from Dept that internal approvals / funding in place as no PO number 	<ul style="list-style-type: none"> CO gives supplier permission to work at risk if they choose Dept required to complete Full approval ASAP Supplier can't invoice until Full approval

