

Crown Commercial Service

Call-Off Order Form for RM6187 Management Consultancy Framework Three (MCF3)

Framework Schedule 6 (Order Form and Call-Off Schedules)

Order Form

Call-off reference: MCF3 - Consultancy Services

The buyer: **Cabinet Office**

Buyer address: 1 Horse Guards Road, London SW1A 2HQ

The supplier: **Ernst & Young LLP**

Supplier address: **1 More London Place, London, SE1 2AF**

Registration number: **OC300001**

DUNS number: **221768935**

Sid4gov id: **210603**

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated

5 January 2022

It is issued under the Framework Contract with the reference number RM6187 for the provision of management consultancy services.

Call-off lot:

Lot 4: Finance

Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and cannot be used. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Term.
2. Joint Schedule 1(Definitions and Interpretation) RM6187

3. The following Schedules in equal order of precedence:

Joint Schedules for RM6187 Management Consultancy Framework Three

- Joint Schedule 1 (Definitions)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

Call-Off Schedules for Call-Off reference number

- Call-Off Schedule 9 (Security)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms (version 3.0.10)
 5. Joint Schedule 5 (Corporate Social Responsibility)

Supplier terms are not part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

Call-Off Special Term

The following Special Term is incorporated into this Call-Off Contract:

Special term 1 – the following new clause shall be inserted at section 10.5 of the Core Terms:

10.5.1 The Supplier may terminate a Call-Off Contract upon such period of written notice is reasonable in the circumstances, if there is any Change in Law or other change in circumstance outside of the Supplier's reasonable control which would mean that the performance of the Call-Off Contract (including the application of any fee arrangements) would result in the Supplier being in breach of any obligations relating to conflicts of interest, independence and integrity under Law applicable to the Supplier provided that, prior to issuing any such notice of termination, the Supplier shall use best endeavours to seek an alternative solution to termination (which shall include a requirement to terminate any contract with a third party if the existence of that contract has led to a conflict of interest) and mitigate the impact of any such alternative solution or termination.

Call-off start date: 24 November 2021

Call-off expiry date: 8 June 2022 with an option to extend up to 3 months

Call-off initial period: 6 months

Call-off deliverables:

See details in Call-Off Schedule 20 (Call-Off Specification)

Maximum liability

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first contract year are:
The sum of: Year 1 up to £400,000 (Exc.VAT) 3 month extension option up to £95,000 (Exc. VAT)

Call-off charges

Grade	Daily Rate (£ exc VAT)
Partner	REDACTED
Managing Consultant / Director	REDACTED
Principal Consultant / Associate Director	REDACTED
Senior Consultant / Engagement Manager	REDACTED
Consultant	REDACTED
Analyst / Junior Consultant	REDACTED

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

Reimbursable expenses

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4.

Payment method

BACS payment in accordance with terms specified on the invoice.

Buyer's invoice address**REDACTED**

1 Horse Guards Road, London SW1A 2HQ

REDACTED

1 Horse Guards Road, London SW1A 2HQ

Buyer's authorised representative**REDACTED**

1 Horse Guards Road, London SW1A 2HQ

Buyer's security policy

Appended at Call-Off Schedule 21

Supplier's authorised representative**REDACTED**

Partner

REDACTED

Ernst & Young LLP

1 More London Place

London

SE1 2AF

Supplier's contract manager**REDACTED**

Ernst & Young LLP

1 More London Place

London

SE1 2AF

Progress report frequency

Weekly on Mondays

Progress meeting frequency

Weekly

Key staff**Key subcontractor(s)**

Not applicable

Commercially sensitive information

The Supplier may be disclosing commercially sensitive information to the Buyer such as copyrights, know-how, methodology or trade secrets contained in Supplier Existing IPR. The Supplier is aware of the Buyer's responsibilities under the Freedom of Information Act (FOI) which may require it to release information to third parties arising from its involvement with the Supplier. Certain information provided by the Supplier may constitute trade secrets and/or commercially sensitive information and may be subject to exemption from disclosure by virtue of s43 of the FOI. While decisions on deciding whether this statutory exemption applies is a matter for the Buyer, the Supplier would ask that it is notified as soon as possible of any FOI request received by the Buyer and that the Buyer consults with the Supplier over whether the statutory exemption applies to the information requested.

Service credits

Not applicable.

Additional insurances

Not applicable

Guarantee

Not applicable

Formation of call off contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the Call-Off Order Form and the Call-Off Terms.

The Parties hereby acknowledge and agree that they have read the Call-Off Order Form and the Call-Off Terms and by signing below agree to be bound by this Call-Off Contract.

For and on behalf of the Supplier:

Signature: **REDACTED**

Name: **REDACTED**

Role: Partner

Date: 05/01/2022

For and on behalf of the Buyer:

Signature: **REDACTED**

Name: **REDACTED**

Role: **REDACTED**

Date: 05/01/2022

Call-Off Schedule 9 (Security)

Part A: Short Form Security Requirements

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Breach of Security"	<p>1 the occurrence of:</p> <ul style="list-style-type: none">a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/orb) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract, <p>2 in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2;</p>
"Security Management Plan"	<p>3 the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time.</p>

2. Complying with security requirements and updates to them

- 2.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.

- 2.3 Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 2.4 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.
- 2.5 Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

3. Security Standards

- 3.1 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
- 3.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
 - 3.2.1 is in accordance with the Law and this Contract;
 - 3.2.2 as a minimum demonstrates Good Industry Practice;
 - 3.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
 - 3.2.4 where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.
- 3.3 The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

4. Security Management Plan

4.1 Introduction

- 4.1.1 The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

4.2 Content of the Security Management Plan

- 4.2.1 The Security Management Plan shall:
 - a) comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;

- b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
- c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
- f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and
- g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

4.3 Development of the Security Management Plan

- 4.3.1 Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
- 4.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from

the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.

4.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.

4.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

4.4 Amendment of the Security Management Plan

4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:

- a) emerging changes in Good Industry Practice;
- b) any change or proposed change to the Deliverables and/or associated processes;
- c) where necessary in accordance with paragraph 2.2, any change to the Security Policy;
- d) any new perceived or changed security threats; and
- e) any reasonable change in requirements requested by the Buyer.

4.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:

- a) suggested improvements to the effectiveness of the Security Management Plan;
- b) updates to the risk assessments; and
- c) suggested improvements in measuring the effectiveness of controls.

4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.

4.4.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without

prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

5. Security breach

5.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.

5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:

5.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:

- a) minimise the extent of actual or potential harm caused by any Breach of Security;
- b) remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
- c) prevent an equivalent breach in the future exploiting the same cause failure; and
- d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.

5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

Call-Off Schedule 18 (Background Checks)

1. When you should use this Schedule

This Schedule should be used where Supplier Staff must be vetted before working on Contract.

1. Definitions

“Relevant Conviction” means any conviction listed in Annex 1 to this Schedule.

2. Relevant Convictions

2.1.1 The Supplier must ensure that no person who discloses that they have a Relevant Conviction, or a person who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Deliverables without Approval.

2.1.2 Notwithstanding Paragraph 3.1.1 for each member of Supplier Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier must (and shall procure that the relevant Sub-Contractor must):

- (a) conduct thorough questioning regarding any Relevant Convictions; and
- (b) ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),

and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Deliverables any person who has a Relevant Conviction or an inappropriate record.

Call-Off Schedule 20 (Call-Off Specification)

1 This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

OVERVIEW OF THE AUTHORITY

The Cabinet Office (CO) assists and ensures the effective running of Government. The CO is also the corporate headquarters for Government, in partnership with HM Treasury and takes the lead in certain critical policy areas.

BACKGROUND TO YOUR REQUIREMENT

REDACTED

1

YOUR REQUIREMENT

Overview

REDACTED

The above scope items will be prioritised in agreement with Cabinet Office based on budget availability and priority areas. These may be subject to change depending on Cabinet Office requirements and budget.

Regular update calls with Cabinet Office will be essential to update on progress against scope, budget and delivery timetable, and to discuss any findings which may shape considerations for Cabinet Office “real time” (ie it may be decided to focus in more detail on certain of the above areas, once work is underway).

BASE LOCATION

1 Horseguards Road, London, SW1A 2HQ, although much of the team is working, remotely, from home. Physical attendance at meetings in London, other customer sites and at the offices of **REDACTED** may be required.

STAFF VETTING, EXPERIENCE AND QUALIFICATIONS

We require the team to have significant experience with insolvency, restructuring, corporate turnarounds, **REDACTED**

KEY MILESTONES

The potential provider should note the following project milestones that the Authority will measure the quality of delivery against:

Milestone 1: Deployment of Supplier team to support initial work and Data Room set up.

Timeframe: Within 2 day of Contract Award.

Milestone 2: Delivery of a report covering areas described in Point 1 above.

Timeframe: Within 2 weeks of Contract Award – subject to receipt of information required and noting other areas which Cabinet Office may require to be prioritised.

Milestone 3: REDACTED

Timeframe: REDACTED

Milestone 4: REDACTED

Timeframe: To be discussed.

Other Milestones will be identified and discussed as the situation evolves.

2 Mile- stone/ Deliv- erable	3 Description	4 Timefram e or Delivery Date
5 1	6 Deployment of Supplier team to support initial work and Data Room Set Up	7 Within 2 day of Contract Award
8 2	9 Report covering areas in Point 1	10 Within 2 weeks of Con- tract Award

11 3	12 REDACTED	13 Within 1 week of receiving REDACTED
4	REDACTED	14 Timeline to be determined.
5	Other ad hoc analysis	15 Timeline to be determined.

16 AUTHORITY'S RESPONSIBILITIES

CO to provide information gathered to date on the case and received on an on-going basis by its advisers during the appointment.

17 REPORTING

The supplier will attend contract review meetings on a weekly basis, to discuss forecast spend and costs to date, the contract progress versus the assigned milestones.

The supplier is required to complete a mandatory return by the Monday of each week to monitor their progress and cost.

All tasks will be commissioned from the Adviser specifically by the Case Manager, with a cost estimate and a “do not exceed” threshold where appropriate. Outturn costs will be reviewed against the estimates. Any request to the Adviser to perform work that comes from a different team or individual within the Cabinet Office should be notified promptly to the Case Manager.

During the case the Supplier must report costs incurred on a weekly basis, containing the following detail;

- 2 - Actual vs Forecasted costs, with weekly totals
- 3 - Actual vs Forecasted hours, with weekly total
- 4 - Hour worked per grade, weekly.
- 5 For the case, we would want the above to be reported in a single Microsoft Excel document and be exhaustive of all costs incurred/hours worked for each week and the topic and areas that were covered during these hours.

KPI	Service Area	KPI description	Target
1	Quality of analysis in Reports	<p>Each draft report and the final report to deliver a clear, comprehensive and evidence-based analysis and research in accordance with the Statement of Requirement.</p> <p>Each version of the report should address each deliverable in turn and demonstrate clear advancement from the last draft based on Authority and/or Stakeholder feedback.</p>	100% of reports to do this.
2	Work completed by Supplier - Timeliness	<p>Work completed to be provided within a specific timeframe, in response to a customer request.</p> <p>To be monitored by the Supplier and reported on a monthly basis.</p>	Meets the deadline agreed between the Supplier and the Cabinet Office.

3	Quality of analysis - Supplier Understanding of the scope and aims of the project	Supplier to deliver on the requirements of Service Levels Agreements as agreed with the Cabinet Office.	100% compliance with agreed Service Level Agreements
4	Project / Progress Management	The Supplier will attend weekly meetings or calls to discuss the development of the report in order to ensure collaborative working and to maintain project governance.	100% Attendance at weekly meeting
5	Project / Progress Management	Supplier will flag any issues or areas of concern to the Cabinet Office at the earliest opportunity.	Issues or areas of concern to be communicated to the Cabinet Office swiftly and through any appropriate medium (for e.g. via emails or telephone conversation). The Supplier will not wait for the weekly meetings or calls to inform the Cabinet Office.