



REDACTED  
Ernst & Young LLP  
1 More London Place  
London  
SE1 2AF

9th December 2016

Dear Sirs,

**Contract Title: Provision of External Competency Assessments**

**Contract Reference: CCCC16A00**

**Contract Period: 21 Weeks from 12<sup>th</sup> December 2016 – 30<sup>th</sup> April 2017**

**Contract for the provision of consultancy services by Ernst & Young LLP as Supplier to The Ministry of Defence as Customer pursuant to the ConsultancyONE Framework Agreement (RM 1502) dated 18 February 2013 between the Minister for the Cabinet Office acting through Crown Commercial Service as the Authority and the Supplier as varied by the Agreement Change Note dated 16 February 2016. We refer to the above-mentioned ConsultancyONE Framework Agreement (the "Framework Agreement").**

For the purposes of this Letter of Appointment:

- capitalised terms and expressions used in this Letter of Appointment have the same meanings given to them in or pursuant to the Call-Off Terms attached to this Letter of Appointment unless the context otherwise requires;
- references to Appendices are references to the appendices to this Letter of Appointment; and
- the Appendices shall form part of this Letter of Appointment.

This Letter of Appointment constitutes an Order for the provision by you to us of the Contract Services (specified in Appendix 1) from the Effective Date (specified in Appendix 1) on the basis of the Day Rates / Contract Charges (set out in Appendix 2) and, save as varied and / or supplemented pursuant to the provisions (set out in Appendix 3) in accordance with the Call-Off Terms.

This Order is placed under Lot number 2.2 of the Framework Agreement.

For the avoidance of doubt the contract value will not exceed £94,320.00 exc. VAT.

The Supplier's Representative with overall responsibility for the supply of the Contract Services is Simon Constance and the Key Personnel assigned to the supply of the Contract Services are: Simon Constance, Evie Samuel, Laura Hudspith, Lorna Green, Jo Radford-Cutler, Suzie Young, David Potter, Melissa Bruno, Mark Large and Neil Butler.

**The Customer strongly maintains that the assessment must be independent and would refer Ernst & Young to CCCC16A00 – Outcome Letter Appendix comments on Question 5.1. Caution must be exercised where any Consultant has previous Crown Servant Experience.**

The Customer's Representative for the purpose of the Contract is REDACTED and any disputes in relation to the Contract shall be escalated as per Section 22 of the Contract document.

The Locations from which the Contract Services will be performed are ISS Corsham, Building 405, MOD Corsham, Westwells Road, Corsham, Wilts, SN13 9NR and MOD Abbey Wood, Bristol, BS34 8JH.

For the purposes of the Contract, the address of each Party is:

- for the Customer:

For the attention of: REDACTED, Building 405, Spur C3, MOD Corsham, Westwells Road, Corsham, Wilts SN13 9NR.  
Tel: REDACTED  
Email: REDACTED

- for the Supplier:

For the attention of: REDACTED, 1 More London Place, London, SE1 2AF.  
Tel: REDACTED  
Email: REDACTED

This is subject to the Letter of Appointment being signed by Ernst & Young LLP before 13<sup>th</sup> December 2016.

The Customer hereby confirms that the applicable law for this contract shall be the laws of England & Wales and, if necessary, an appropriate alternative clause in the Call-Off Terms shall be activated accordingly. Where the laws of Scotland/Northern Ireland have been stipulated, all references hereafter in this Letter of Appointment or in the attached Call-Off Terms to legislation or regulations shall be read as if mention had been made of the Scottish/Northern Irish equivalent. Further, this Letter of Appointment and the attached Call-Off Terms shall be construed as closely to the intention of the original wording as the chosen law so permits.

**Please return the Letter of Appointment with the acknowledgement signed by the appropriate authorised signatory within your organisation.**

**You should be aware that by signing and returning this Letter of Appointment you will have entered into a legally binding contract with us to supply the Contract Services specified in Appendix 1 and represent and warrant that you have carried out a conflict check in relation to such contract that revealed no conflicts of interest.**

Yours faithfully,

REDACTED  
Category Specialist  
Crown Commercial Service

Date:

For and on behalf of The Ministry of Defence

I hereby confirm receipt of the above Letter of Appointment and the agreement of Ernst & Young LLP to provide to the Ministry of Defence the Contract Services as specified in the Letter of Appointment in accordance with its terms.

**Supplier Signatory**

Signed:

Date:

Name:

Status: