



Ministry of Housing,  
Communities &  
Local Government

## Section II Order Form

<b>1. Contract Reference</b>	CPD4126156 – Evaluation/Assessments of Mayoral Combined Authorities
<b>2. Buyer</b>	<p><b>Ministry of Housing, Communities and Local Government</b> and</p> <p>Its offices are on: 2 Marsham Street, London, SW1P 4DF</p> <p>In entering into this Contract, the Buyer is acting as part of the Crown and the Supplier shall be treated as contracting with the Crown as a whole.</p>
<b>3. Supplier</b>	<p>Deloitte LLP</p> <p>1 New Street Square, London, United Kingdom, EC4A 3HQ</p> <p>OC303675</p>
<b>4. The Contract</b>	<p>This Contract between the Buyer and the Supplier is for the supply of Deliverables.</p> <p>The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions (“<b>Conditions</b>”) and Annex 2 – Specification, Annex 3 – Charges, Annex 4 – Supplier Tender</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in the Conditions.</p>
<b>5. Deliverables</b>	<p><b>Services:</b></p> <ul style="list-style-type: none"> <li>Developing Readiness Check Criteria to ensure all criteria are in line with commitments in the MOU (detailed in Annex 2 – appendix 1 and appendix 2) which represent new activity related to the single settlement.</li> <li>Design the approach to gathering the information relevant to MCA readiness, working with the MCAs to design an approach which is conscious of limiting the burden on the MCAs and to work with the MCAs to gather necessary information to produce a report.</li> <li>Develop a report to set out the results of the check, including setting out any required recommendations for each MCA and an appropriate timeline for implementation according to the issue.</li> <li>Provide recommendations and be responsible for giving each recommended action a priority score.</li> </ul> <p>Full details are set out in:</p> <ul style="list-style-type: none"> <li>Annex 2 – Specification</li> <li>Annex 4 – Supplier Tender</li> </ul>
<b>6. Specification</b>	The specification of the Deliverables is as set out:

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	<ul style="list-style-type: none"> <li>• In Annex 2 – Specification</li> <li>• in the Supplier's tender as set out in Annex 4 – Supplier Tender</li> </ul>
<b>7. Start Date</b>	Tuesday 26 <sup>th</sup> November 2024
<b>8. Expiry Date</b>	Friday 7 <sup>th</sup> March 2025
<b>9. Extension Period</b>	Not Applicable
<b>10. Buyer Cause</b>	<p>Any Material Breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier.</p> <p>The Buyer will provide a dedicated lead contact and a sponsor for the project. The dedicated lead contact will facilitate access to required information and facilitate access to stakeholders. The sponsor will make decisions and sign off all deliverables.</p> <p>The Buyer will facilitate timely access to required information and will facilitate access to key stakeholders</p>
<b>11. Optional Intellectual Property Rights ("IPR") Clauses</b>	Not applicable
<b>12. Charges</b>	<p>The Charges for the Deliverables will be a maximum of £105,000 ex VAT as set out in:</p> <ul style="list-style-type: none"> <li>• <b>Error! Reference source not found.</b></li> </ul>
<b>13. Payment</b>	<p>Payment of undisputed invoices will be made within 30 days of receipt of invoice, which must be submitted promptly by the Supplier.</p> <p>As detailed in Annex 3 – Charges, payment will be made following the satisfactory completion of each deliverable set out in Annex 2 – Specification.</p> <p>All invoices must be sent, quoting a valid Purchase Order Number (PO Number) and any other relevant details, to: CP2P Team, MHCLG, 1<sup>st</sup> Floor, The Forum, Marlowes, Hemel Hempstead, HP1 1DN</p> <p><a href="mailto:CLGInvoices@communities.gov.uk">CLGInvoices@communities.gov.uk</a></p>

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	<p>Within 10 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>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, email, and telephone number) of your Buyer contact (i.e. Buyer Authorised Representative). Non-compliant invoices may be sent back to you, which may lead to a delay in payment.</p>		
<b>14. Data Protection Liability Cap</b>	In accordance with section 12 of the Conditions, the Supplier's total aggregate liability in section 12 of the Conditions is no more than the Data Protection Liability Cap, being £1million.		
<b>15. Progress Meetings and Progress Reports</b>	<ul style="list-style-type: none"> <li>The Supplier shall attend progress meetings with the Buyer every week</li> <li>The Supplier shall provide the Buyer with drafts report by Week 10 and final reports by Week 12.</li> </ul>		
<b>16. Buyer Authorised Representative(s)</b>	<p>For general liaison your contact will continue to be</p> <p><b>[REDACTED]</b></p> <p>or, in their absence,</p> <p><b>[REDACTED]</b></p>		
<b>17. Supplier Authorised Representative(s)</b>	<p>For general liaison your contact will continue to be</p> <p><b>[REDACTED]</b></p> <p>or, in their absence,</p> <p><b>[REDACTED]</b></p>		
<b>18. Address for notices</b>	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>MHCLG, 4<sup>TH</sup> Floor, Fry Building</p> <p>2 Marsham Street</p> <p>London SW1P 4DF</p> <p><b>[REDACTED]</b></p> </td><td style="width: 50%; vertical-align: top;"> <p>Deloitte LLP, 1 City Square</p> <p>Leeds, LS1 2AL</p> <p><b>[REDACTED]</b></p> </td></tr> </table>	<p>MHCLG, 4<sup>TH</sup> Floor, Fry Building</p> <p>2 Marsham Street</p> <p>London SW1P 4DF</p> <p><b>[REDACTED]</b></p>	<p>Deloitte LLP, 1 City Square</p> <p>Leeds, LS1 2AL</p> <p><b>[REDACTED]</b></p>
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<b>19. Key Staff</b>	Key Staff Role: <b>[REDACTED]</b>
<b>20. Procedures and Policies</b>	N/A
<b>21. Special Terms</b>	
<b>a)</b>	<p>The Supplier and Buyer agree that Greater Manchester Combined Authority and West Midlands Combined Authority (the “Beneficiaries”) may, as appropriate, be provided with and/or use the deliverables in this Contract subject to the following:</p> <ul style="list-style-type: none"> <li>(i) any claim from a Beneficiary arising in connection with the Contract shall be brought by the Buyer; and</li> <li>(ii) the Supplier's limits and exclusions of liability in the Contract shall apply to any claims made by the Buyer on behalf of a Beneficiary and to any claims made by a Beneficiary acting on its own behalf.</li> </ul> <p>The addition of further Beneficiaries must be agreed in writing between the Buyer and the Supplier</p>
<b>b)</b>	<p>The Supplier may decline any aspect of the proposed scope and methods of a Buyer's security and/or audit requirements on the basis that it can demonstrate to the Buyer's satisfaction that such requirements:</p> <ul style="list-style-type: none"> <li>• includes any technical vulnerability or penetration testing of the Supplier's system; and/or</li> <li>• may potentially breach Supplier's client confidentiality obligations; and/or</li> <li>• is outside the scope of services provided to the Buyer under the Order Form</li> </ul>
<b>c)</b>	<p>Supplier may terminate the contract on written notice to the Buyer if the performance of any part of the Services would conflict with law, regulations or Supplier's professional rules as an audit firm. Supplier agrees to provide as much notice to Buyer as is reasonably possible and will work with Buyer to seek to mitigate any impact on the Services and/or the project.</p>
<b>d)</b>	<p>For avoidance of doubt, any information relating to: personal information (CV's, contact details etc.); pricing and details of Supplier's cost base; insurance arrangements; proprietary information; and/or approach and/or methodologies, is commercially sensitive/confidential and Supplier considers to be exempt from disclosure under FOIA Personal Information Section 40(2) and Pricing and details of</p>

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	Supplier's cost base; insurance arrangements; proprietary information; and/or approach and/or methodologies: Section 43 – trade secrets and prejudice to commercial.
e)	For these Services, the Supplier will not be required to provide copies of backed-up government data and the Buyer will be responsible for backing up any data provided to the Supplier
f)	Subject always to Clause 6 of the Short Form Contract - Buyer Obligations to the supplier, the Supplier shall only be accountable for failures to meet delivery dates where due to its act or omission.
<b>22. Incorporated Terms</b>	<p>The following documents are incorporated into the Contract. If there is any conflict, the following order of precedence applies:</p> <ul style="list-style-type: none"> <li>(a) The cover letter from the Buyer to the Supplier dated 5<sup>th</sup> November 2024</li> <li>(b) This Order Form</li> <li>(c) Any Special Terms (see row 21 (Special Terms) in this Order Form)</li> <li>(d) Conditions</li> <li>(e) The following Annexes in equal order of precedence: <ul style="list-style-type: none"> <li>i. <b>Error! Reference source not found.</b></li> <li>ii. Annex 2 – Specification</li> <li>iii. Annex 3 – Charges</li> <li>iv. Annex 4 – Supplier Tender<b>Error! Reference source not found.</b></li> </ul> </li> </ul>

Signed for and on behalf of the Supplier	Signed for and on behalf of the Buyer acting on behalf of the Crown
Name: [REDACTED]	Name: [REDACTED]
Date: 25/11/2024	Date:25/11/2024
Signature: [REDACTED]	Signature: [REDACTED]

Where appropriate, this Order Form may be signed electronically by both Parties