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Attention: [REDACTED]
Spring Place, 105 Commercial Road,
Southampton, SO15 1EG

26th October 2023
Ref: 4564667
Direct line: 0800 640 4798
Email: EY.support.governmentcampus@uk.ey.com

DRAFT

Dear [REDACTED]

Re: Maritime and Coastguard Agency – Premier Executive Team and Individual Coaching – 452 hours of coaching, including 12 hours of 1:1 coaching for 27 leaders, and 16 days of team coaching

Thank you for choosing Ernst & Young LLP ('we' or 'EY') to perform professional services (the 'Services') for the Maritime and Coastguard Agency ('you' or 'Customer'). We appreciate the opportunity to assist you and look forward to working with you.

The attached Work Order ('WO') describes the scope of the Services, our fees for the Services, and any additional arrangements. As a subscriber to the Government Learning Frameworks Service, the Services will be subject to the terms and conditions of the WO and the Civil Service Human Resources ('CSHR') Call Off Contract with reference CCZP20A03 dated 7th October 2020 (issued under the Framework Contract with the reference number RM6145 for the provision of Learning and Development), together the 'Agreement'.

Please sign this letter in the space provided on the next page to indicate your agreement with these arrangements and return it to the EY Client Services Team (EY.support.governmentcampus@uk.ey.com) at your earliest convenience. If you have any questions about the WO, please do not hesitate to contact the EY Client Services Team so that we can address any issues you identify before we begin to provide the Services.

Yours sincerely

[REDACTED]
Partner
On behalf of Ernst & Young LLP

Enclosed:

- Copy of this letter with appendix A for you to sign and return
- Appendix A – Work Order for this engagement
- Appendix B – Government Data to be processed by EY



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AGREED

By: _____

Date: _____

Head of Talent & Organisational Development
On behalf of Maritime and Coastguard Agency

By: _____

Date: _____

Partner
On behalf of Ernst & Young LLP



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Appendix A: Work Order

ORDER REFERENCE:	4564667
CALL-OFF REFERENCE:	CCZP20A03 (CSHR Call-Off to RM6145)
CALL-OFF LOT(S):	5 (Subject Matter Expertise and Coaching)
THE CUSTOMER:	Maritime and Coastguard Agency
CUSTOMER ADDRESS	Maritime and Coastguard Agency, Spring Place, 105 Commercial Road, Southampton, SO15 1EG
THE SUPPLIER:	Ernst & Young LLP (EY)
SUPPLIER ADDRESS:	1 More London Place, London SE1 2AF
REGISTRATION NUMBER:	OC300001

This work order ('WO'), dated 26 October 2023, is made by the UK firm of Ernst & Young LLP, a limited liability partnership incorporated under English Law with registered number OC300001 and registered office and principal place of business at 1 More London Place, London SE1 2AF ('we' or 'EY'), and Maritime and Coastguard Agency ('MCA', 'you' or 'Customer'), pursuant to the RM6145 Framework Call-Off Contract CCZP20A03 – The Provision of CSHR Learning 2020 Call Off Lot 6, dated 7 October 2020, between EY and Civil Service Human Resources, on behalf of Government Learning Frameworks subscribers, issued under the Framework Contract with the reference number RM6145 for the provision of Learning and Development (the 'Agreement').

This WO incorporates by reference, and is deemed to be a part of, the Agreement. The additional terms and conditions of this WO shall apply only to the Services covered by this WO and not to services covered by any other work order pursuant to the Agreement. Capitalised terms used, but not otherwise defined, in this WO shall have the meanings in the Agreement, and references in the Agreement to 'you' or 'Customer' shall be deemed references to you.

1. Background

You have requested provision of Premier Executive coaching to support the development of the Maritime and Coastguard Agency Grade 6 (G6) population (the 'Coachees').

This follows on from a coaching programme delivered by EY in 2023, for a cohort of 11 high-potential grade 6 senior leaders. The primary objectives of this programme were to enhance the participants' capacity and proficiency in organisational leadership, establish a benchmark for senior leadership, and cultivate a pipeline of talented individuals prepared for board-level positions.



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The 2023 coaching programme proved successful in that, this year, three members of the cohort effectively assumed SCS (Senior Civil Service) roles, and one successfully advanced to the position of Deputy Director. Several other positive impacts were noted as a result of the 2023 coaching programme in an internal report to the CEO, which has led to an expanded scope of work in 2024.

The 2024 coaching programme (contracted via this WO) will aim to assist the G6 coachee population to lead themselves, lead their teams, and lead the organisation effectively. The programme will aim to bring G6s together from dispersed locations and will aim to help them to build relationships and operate effectively as a team. The intended outcome of the 2024 coaching programme is to help the Maritime and Coastguard Agency become a more cohesive and coordinated agency that can leverage internal expertise effectively and efficiently.

2. Scope of Services

In accordance with your request, EY will deliver to you the 2024 coaching programme, specifically:

- 16 days (i.e. 128 hours) of team coaching sessions; and
- 324 hours of individual coaching.

These coaching sessions will be delivered in person throughout the calendar year 2024 by a Premier Executive-tier coach. The structure of the 2024 coaching programme is as follows:

Phase	Activity	Deliverable	Timeframe
1. G6 Events (entire population)	<ul style="list-style-type: none">• Delivery of 4 days of team coaching, for an audience of up to 35 Grade 6 leaders• 8 days of preparation and design work for each session – including regular virtual touchpoints between the Customer, the Coach and the Engagement Manager as required, no less frequently than once a month	<ul style="list-style-type: none">• 4 x team coaching session plans	January – December 2024 Scheduled throughout the calendar year 2024, with one event per quarter.
2. Cohort 1 Continued Premier Executive Individual Coaching	<ul style="list-style-type: none">• Delivery of 6 x 2-hour individual coaching sessions for each of the 3 Coachees, i.e. 36 hours of individual coaching.	<ul style="list-style-type: none">• N/A	January – December 2024 Scheduled at a time to suit the Coach and each individual Coachee



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3. Cohort 2 Premier Executive Team and Individual Coaching	<ul style="list-style-type: none"> • Delivery of 6 days of team coaching, for an audience of up to 12 Grade 6 leaders • 6 days of preparation and design work • Delivery of 6 x 2-hour individual coaching sessions for each of the 12 Coachees, i.e. 144 hours of individual coaching 	<ul style="list-style-type: none"> • 6 x team coaching session plans 	January – June 2024 Expected cadence of one team and individual coaching session per Coachee each month.
4. Cohort 3 Premier Executive Team and Individual Coaching	<ul style="list-style-type: none"> • Delivery of 6 days of team coaching, for an audience of up to 12 Grade 6 leaders • 6 days of preparation and design work • Delivery of 6 x 2-hour individual coaching sessions for each of the 12 Coachees, i.e. 144 hours of individual coaching 	<ul style="list-style-type: none"> • 6 x Team Coaching session plans 	July – December 2024 Expected cadence of one team and individual coaching session per Coachee each month.

Should you require additional sessions, we will manage this via the Change Control Process outlined in this WO.

3. Limitations

Unless previously agreed with EY and the Coach, psychometric tests and any additional resources which incur a cost are not in scope and will be managed via the Change Control Process set out in this WO.

You are solely responsible for ensuring the scope of the project is sufficient for its purpose. Accordingly, we make no representation regarding the sufficiency of the project for the purpose for which our assistance was requested or for any other purpose.

Delivery of all sessions of this engagement must be in compliance with Government guidance in relation to Covid-19 restrictions as at the scheduled times of delivery. Specifically, where guidance is to work from home and avoid face-to-face contact, any face-to-face sessions will be delivered virtually.

4. Approach and plan

4.1 Timetable

This engagement will commence on 2nd January 2024 and end on 31st December 2024. Detailed scheduling of the sessions will be agreed in due course.

In order to commence this engagement, you will be required to agree to this WO, and the coach must also agree to the separate work order issued to them. By signing this WO you also agree to comply with all of your obligations set out in this WO.

As you will appreciate, any timetable is based on the assumption that we receive appropriate co-operation and assistance from you where required and if we do not, then we cannot be held responsible for any delay in the delivery of the Services.

Any change to the timetable of the engagement outlined in this WO will be managed via the Change Control Process set out in this WO.

4.2 Milestone Plan

The key milestones on which this WO is based are set out below. If any delay in achieving these milestones is outside of EY's control, we shall not be held responsible for any delay in the timetable for providing the Services, any failure to provide the Services and any failure to provide the quality of Services set out in this WO. We reserve the right to charge you for any additional resources or time required, as a result of a failure to meet your obligations and dependencies, to complete the performance of the Services.

Milestone	Milestone date
Completion of first Whole G6 Event	Before 31 st March 2024
Completion of Cohort 2 and second Whole G6 Event	Before 30 th June 2024
Completion of third Whole G6 Event	Before 30 th September 2024
Completion of Cohort 3 , final Whole G6 Event and all Individual Coaching	Before 31 st December 2024

Changes to the milestones (if any) or any shall be agreed with you and documented in accordance with the Change Control Process set out in this WO.

5. Reporting and Performance Measurement

You will undertake evaluation of this engagement.

MCA and EY will agree to discuss the results of the evaluation data and explore how we can continue to strengthen the impact of this work and improve the experience for the Coachees.



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Throughout the engagement, EY will be available to support with any queries from the Customer or Coachee.

6. Key personnel

Maritime and Coastguard Agency

Role	Name	Responsibility
Director of People, Safety and Communications	[REDACTED]	Programme and Board Sponsor
Head of Talent & Organisational Development	[REDACTED]	Programme Lead
Talent & Organisational Development Manager	[REDACTED]	Programme management, event management, talent identification and development
Learning & Development Coordinator	[REDACTED]	Programme administration, event management and coachee support
Project Manager	[REDACTED]	Finance, contracting and event management support

EY

Role	Name	Responsibility
Lead Coach	[REDACTED]	Delivering the team and individual coaching.
Engagement Partner	[REDACTED]	Accountable for the overall delivery of the Coaching services.
Engagement Manager	[REDACTED]	Your primary point of contact for the engagement. Responsible for operational aspects of the Services. Drives the project plan, capturing all Deliverables, deadlines and dates of delivery.



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Account Manager	[REDACTED]	A point of contact for the engagement and your EY relationship. Advisory on further initiatives.
1:1 Executive Coaching Support	EY Client Services Team	EY.support.governmentcampus@uk.ey.com A point of contact for any support with the provision of 1:1 executive coaching.

7. Your obligations

Should you not fulfil your obligations and responsibilities set out in this WO we will not be responsible for any delay in the timetable for the engagement or impact on the quality of the outcome.

In the event that you do not fulfil your obligations and responsibilities we reserve the right to charge you for any additional resources or time required to complete the agreed scope of services, where applicable.

Specific obligations on your part underpinning our approach and anticipated quality of outcome are:

- You will design and deliver communications to all Coachees;
- You will schedule events and book venues, subject to the availability of the Coach and Coachees;
- You will provide access to stakeholders to support meetings, discussions, workshops and other points of engagement as will be mutually agreed;
- You will respond promptly to queries as they may arise; 'promptly' shall mean within one business day of the query;
- You will assign a qualified person to oversee the Services;
- You will provide resources with appropriate skills and experience to fulfil their responsibilities and to undertake and complete tasks agreed. You will make prompt decisions so as to not delay project activities / impede the Services. For this purpose, prompt shall mean any applicable timelines set out in this WO, and with respect to any other decision, within one business day of the request for the decision;
- You will provide timely notification to the EY Client Services Team (EY.support.governmentcampus@uk.ey.com) of information that will or may reasonably be expected to impede project activities, delivery of the Services. For this purpose, timely shall mean within one business day of becoming aware of such information;
- Where delivery is in person, you are responsible for all costs, administration and project management related to venue hire;
- You are responsible for all management decisions relating to the Services;
- You will pay invoices in line with the Government commitment to pay 100% of all undisputed and valid invoices within 30 days. Government departments are required to report their performance against these payment targets on a quarterly basis on GOV.UK; and
- You will provide us with a contact in your finance department to assist with invoice processing.

8. Face-to-Face Learning Health and Safety Guidance



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When conducting face-to-face delivery on either Government estate or Non-Government estate, delivery personnel and delegates must adhere to the following:

- the Health and Safety at Work Act 1975; and
- the UK Government's and/or applicable devolved nation's health and safety guidelines in place at the time of learning delivery.

Please refer to the Health and Safety Executive's ('HSE') advice for workplaces in respect of COVID-19, or your department's health and safety guidance/requirements (if these differ from HSE advice referred to above), and ensure that delivery personnel, delegates and/or any third-party individuals are provided with reasonable advance written notice of any requirements they must follow in order to be compliant

9. Intellectual Property Rights ('IPR')

IPR owned by the coach that is used in the coaching session(s) referred to in this WO shall remain under the ownership of the coach, and the Customer or Crown shall not acquire any right, title or interest to such IPR.

It is not anticipated that new intellectual property will be created under this engagement. If, however, new intellectual property is created under this engagement, such new intellectual property will be owned by the Crown.

10. Fees, Billing and Payment Terms

Customer's invoice address and authorised person: [REDACTED]

As agreed, our fee for the Services outlined in this WO is a fixed fee of **£511,825.00**. This fee is exclusive of VAT and inclusive of expenses and engagement management. This is payable as follows:

Invoice number	Services rendered	Invoice value (ex VAT)	Estimated Invoice date
1	Commencement of Phases: <ul style="list-style-type: none">- 1- 2- 3	£308,240 <ul style="list-style-type: none">- £76,466- £28,189- £203,585	30 th January 2024
2	Commencement of Phase 4	£203,585	30 th July 2024

- Payment Methods: EY Account Number: [REDACTED]
- Invoice Address: Invoices to be sent via email to:

- **Payment Details:** Professional services outlined with associated fees and VAT

By signing this WO you commit to providing EY with a valid purchase order covering our fee of £511,825 (excluding VAT) within three business days following signing of this WO. EY reserves the right to suspend the performance of the Services, and may charge you cancellation fees, in the event that we do not receive such purchase order within this timeframe.

You will pay invoices in line with the Government commitment to pay 100% of all undisputed and valid invoices within 30 days.

Should this engagement span beyond the financial year in which this WO was signed, it is your responsibility to ensure that the purchase order is renewed/extended where necessary.

11. Cancellations and changes to coaching bookings by Coachees

Any cancellations or changes to bookings shall be carried out in accordance with the standard cancellation and change policy, which is as follows:

If a cancellation is made within:

- 6 working days or more before the session commencement date, you will be able to reschedule;
- Under 5 working days before the session commencement date, the session will be lost.

Amending or repurposing purchased coaching

If for any reason you wish to relinquish any sessions from a coaching engagement the following principles will apply:

- You will be able to re-assign unused sessions to a new coachee, providing the same coach is engaged
- The new coachee will be able to make use of any remaining sessions from that engagement
- You will need to re-assign any unused sessions (comprising unused engagements or partial engagements) to new coachee(s) within six months, or before the end of this work order's duration, whatever is soonest
- If you cannot re-assign sessions within the timeframe, the sessions are lost and you will still be liable for payment.

12. Change Control

The Change Control Process set forth in this clause is intended to help the parties manage the scope of the Services, the engagement timeline, the engagement budget, and to provide a vehicle for an analysis and approval of Changes and to determine the impact of Changes on the overall engagement. Either party may propose Changes in accordance with the following Change Control Process.

The party requesting the Change will deliver a 'Change Request' to the other party. The Change Request will describe the nature of the proposed Change, articulate a reason for the Change and details of the likely impact, if any, on the schedule for the performance of the Services, scope, and fees.



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The parties will evaluate and negotiate the Change Request, and any resulting impact on the schedule for the performance of the Services, scope and equitable adjustment of the fees (if any), in good faith.

If both parties agree to implement the Change Request, including any resulting equitable adjustments to the fees and the schedule for the performance of the Services, the parties will each execute the Change Request, indicating their respective acceptance of the Change. EY will be under no obligation to implement a Change Request until both parties have signed it.

An executed Change Request will be deemed a Change Order, amending this WO, and shall become effective as of the latter of the parties' signatures on such Change Order.

To the extent there is any conflict between the terms of the fully executed Change Order and the terms of this WO, or between the terms of such Change Order and those of a previous fully executed Change Order, the terms and conditions of the most recent fully executed Change Order will prevail.

The following definitions apply:

- 'Change Control Process' means the process to review and agree upon Change Orders, as described in this clause;
- 'Change Order' means a mutually-agreed document signed by authorised representatives of both parties in accordance with the Change Control Process to document a Change; and
- 'Change' means a revision to the scope of the Services, the timeline, the budget, the Deliverables or any other applicable change to this WO.



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Appendix B – Government Data to be processed by EY

The table below outlines the Government Data that EY anticipates processing over the course of this engagement.

Tool/ system used	Office 365
Data description	First name, last name, job title and email address of Grade 6 leaders.
'Type'¹ of data	Business card data
Purpose of processing this data	In order to schedule individual coaching sessions
Volume of data	Up to 27 Civil Servants
Duration of data	7 years
Location of data	UK

¹ Data 'type': Business card data - name, department, work email, work phone, etc; ESFA data - data required by the Education & Skills Funding Agency which includes address, national insurance number, etc.; Special category data - particularly sensitive data such as ethnicity, sexual orientation, etc.; Address data - information on current and former addresses; Learning records - e.g. scores, assessments, course progress; and 'Other'.



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Data may also be processed by subcontractor CoachLogix on the coaching platform (Coaching.com). Information relating this is outlined in the attached coaching booking form below.



CSHR Booking Form
.pdf

