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Intellectual Property Office
Attention: [REDACTED]
Concept House
Cardiff Road
Newport, South Wales
NP10 8QQ

Date: 7 June 2023
Ref: 4037306
Direct line: 0800 640 4798
Email: ey.support.governmentcampus@uk.ey.com

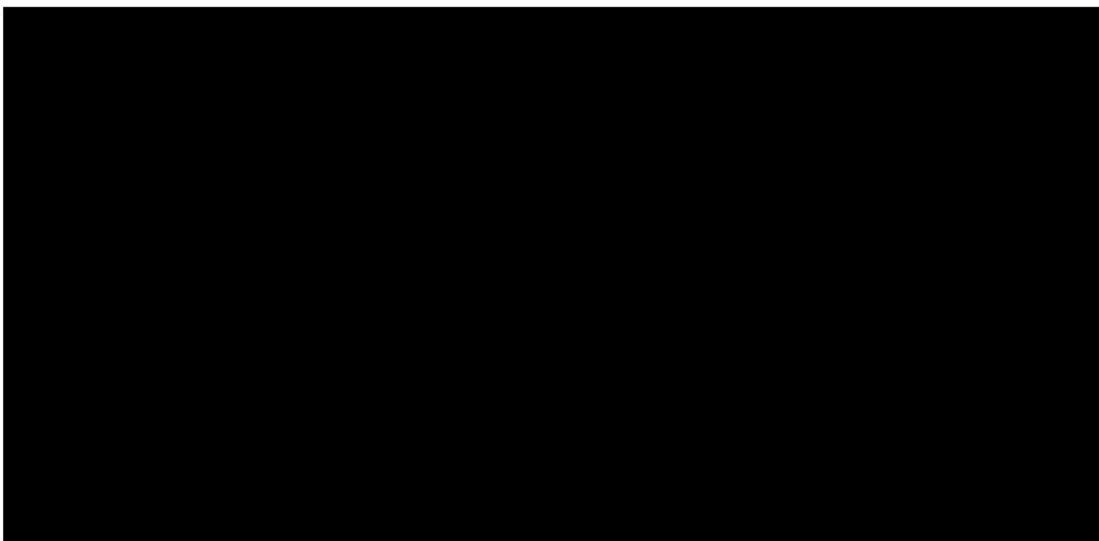
Re: Role Modelling Training

Thank you for choosing Ernst & Young LLP ('we') to perform professional services (the 'Services') for Intellectual Property Office ('IPO' or 'you'). We appreciate the opportunity to assist you and look forward to working with you.

The attached work order and its appendices ('WO') describes the scope of the Services, our fees for the Services, and any additional arrangements. As a subscriber to the Government Learning Frameworks, 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 below to indicate your agreement with these arrangements and return it to Shalina Hooda at your earliest convenience. If you have any questions about the WO, please do not hesitate to contact Shalina Hooda so that we can address any issues you identify before we begin to provide the Services.

Yours sincerely,



Enclosed:

- Copy of this letter with Appendix A for you to sign and return
- Appendix A – Work Order for this engagement
- Appendix B – Online Learning to be implemented by Bailey and French
- Appendix C – Data to be processed by Bailey and French

Appendix A: Work Order

ORDER REFERENCE:	4037306	CALL-OFF REFERENCE:	CCZP20A03 (CSHR Call-Off to RM6145)
CALL-OFF LOT(S):	Lot 4 (Learning Design and Delivery)		
THE BUYER:	Intellectual Property Office		
BUYER ADDRESS	Concept House Cardiff Road Newport, South Wales NP10 8QQ		
THE SUPPLIER:	Ernst & Young LLP (EY)		
SUPPLIER ADDRESS:	1 More London Place, London SE1 2AF		
REGISTRATION NUMBER:	OC300001		

This work order and its appendices ('WO'), dated 7 June 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 Intellectual Property Office ('IPO', 'you' or 'Buyer'), pursuant to the CSHR Call-Off Contract – with reference 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 WO 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 'Buyer' shall be deemed references to you.

1. Background and objectives

The IPO is seeking the development of role modelling training, which is to be part of the IPO corporate priority to support people to thrive by investing in and developing its leaders and managers. This training will link to core organisational values, behaviours and culture, including *The Deal* behaviours.

The IPO would like to commence with a pilot, before rolling out this training across the organisation. The training should aim to:

- develop an understanding of effective role-modelling behaviours and support application of these behaviours in the work context;
- have a positive impact on working relationships between a leader and their teams by clarifying expectations around being a good role model; and
- complement other leadership/manager training.

Your Request

In line with the objectives outlined above, you have requested that EY design and deliver a role modelling training pilot to 3 cohorts of 12 (your 'Request').

2. Scope of Services

In response to your Request, EY will perform the activities and produce the Deliverables outlined in the table below.

Phase	Activity	Deliverable	Timeframe
Phase Design	<p>1: Hold one 1-hour virtual kick-off meeting in order to (i) introduce the delivery team to IPO stakeholders, (ii) to define more acutely the training requirements, and objectives/outcomes on role modelling (the training topic), (iii) agree accessibility specification of the training delivery materials, and (iv) agree the plan and key dates for essential meetings including meeting IPO's Design Group.</p> <p>Furnish accessibility statement outlining the agreed accessibility specification of the Deliverables. [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] will sign off on the accessibility statement within one business day of submission.</p> <p>Develop a high-level design of the role modelling training based on the needs and agreed learning objectives/outcomes. (the 'training').</p> <p>Meet with the IPO Design Group, throughout the design phase, to test and refine high-level design and</p>	<p>Signed off high-level design of role modelling training (ppt)</p> <p>Signed off training content, namely:</p> <ul style="list-style-type: none"> • training slides; • delegate handout and activity sheet; • pre-training communication, learning and activities; and • post-training communications 	12 – 30 June 2023

	<p>collaboratively define the training content.</p> <p>Develop the training content.</p> <p>Online learning module link and participant access to be set up. Participants will receive an email to sign up, ahead of the pilot implementation.</p> <p>Design and produce pilot communications (pre and post training) with IPO and agree pilot schedule.</p> <p>Conduct testing to determine whether the Programme delivery materials meet the required level of accessibility per the accessibility statement</p> <p>■■■■■ ■■■■■ Head of Talent and Learning, will provide feedback in one consolidated document within 2 business days of submission. Bailey and French will implement this feedback where it deems applicable.</p> <p>■■■■■ ■■■■■, Head of Talent and Learning, will sign off on the final iteration of the training materials within 5 business days following submission of the updated high-level design. No further iterations are in scope.</p>		
Phase 2: Pilot delivery and review	<p>IPO will prepare for the pilot rollout by identifying pilot participants and issuing communications and pre-work, once finalised.</p> <p>Delivery of pilot, which is as follows:</p> <p>Implementation and completion of the Human Leadership 2-hour online learning, as pre-work and ahead of attending the training session¹.</p> <p>Delivery of three 0.5-day in-person training sessions (each of the 3 cohorts will be made up of a maximum of 12 participants each), to be held at IPO offices in Newport.</p> <p>Share learnings throughout the pilot with the IPO design group and iterate</p>	<p>1-slide document containing summarised recommendations (ppt)</p> <p>Agreed updates to training content</p>	3 July – 30 September 2023

¹ This portion of the training will take place on the FutureLearn platform; by signing this WO you agree to and accept their accessibility statement is set out here: <https://www.futurelearn.com/info/terms/accessibility-policy>

	<p>training content content – limited to 1 iteration of the training content.</p> <p>Hold one 1-hour virtual meeting to review the pilot experience and share recommendations with IPO stakeholders and IPO Design Group.</p> <p>Create and submit a short summary of the recommendations for future roll out. [REDACTED], <i>Head of Talent and Learning</i>, will sign off on the final iteration of this summary within 3 business days following submission of the summarised recommendations. No further iterations are in scope.</p>		
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Any Change to the scope, timetable or Deliverables of this engagement as outlined in the table above will be agreed with you via the Change Control Process in this WO.

3.1 Limitations

We will not, except to such extent as you request, and we agree in writing, seek to verify the accuracy of any data, information and explanations provided by you, and you are solely responsible for this data, information and explanations.

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.

You are responsible for identifying participants who will take part in the pilot and ensuring the training venue has been set up as required.

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.

3. Timetable

This engagement will commence on 12 June and conclude on or before 30 September 2023.

In order to meet the timetable outlined in section 3 above, you will be required to provide sign-off by the dates indicated in section 3 above and meet all of your obligations set out in section 8 of 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 as a result of us not receiving appropriate co-operation from you will be agreed via the Change Control Process set out in this WO.

Any Change to the timetable of the engagement outlined in this WO will be agreed with you via the Change Control Process set out in this WO.

4. Reporting and Performance Measurement

We will hold a x3 contract review meeting with Delivery Lead tbc and [REDACTED] to manage the following items:

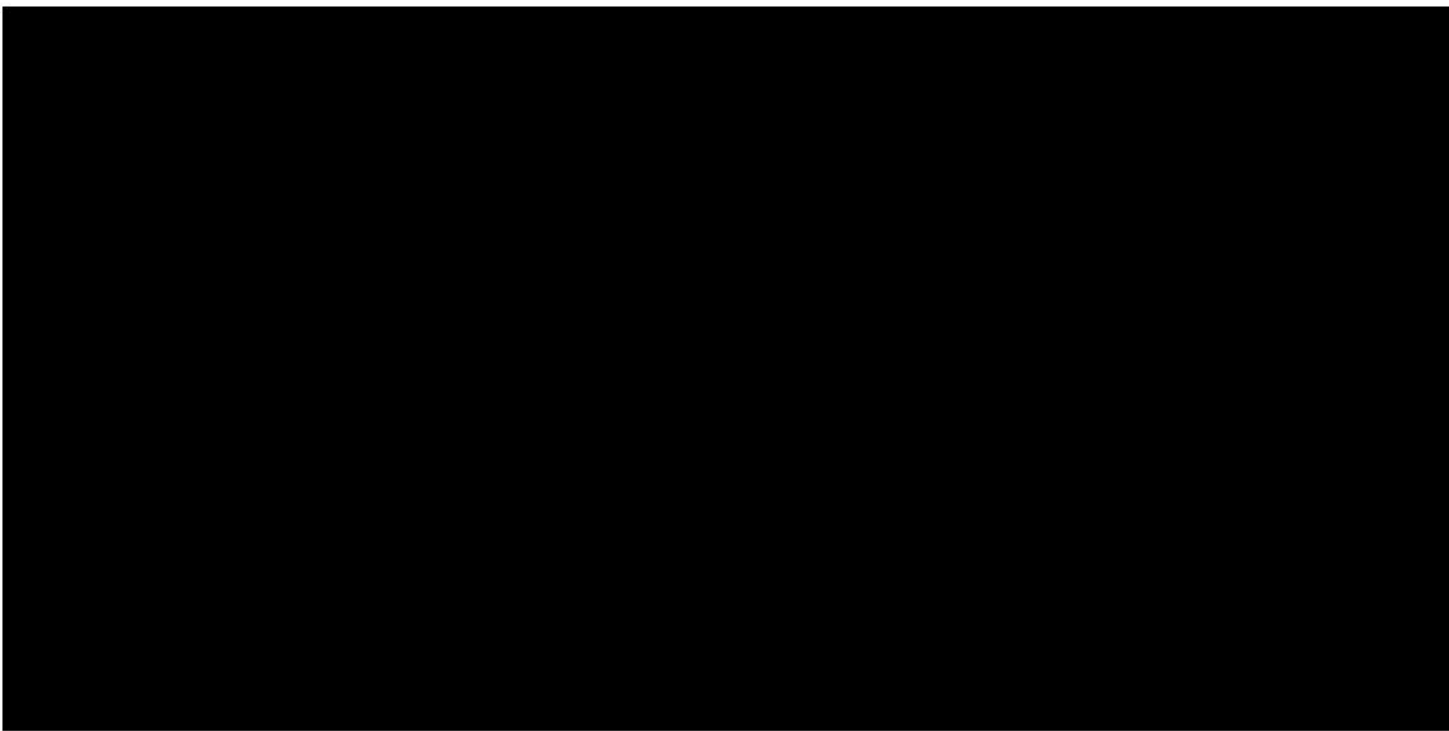
- Deliverables and activities: review activities and completed Deliverables.
- Upcoming Deliverables and activities: increase visibility of upcoming Deliverables and activities to mitigate potential risks/issues on critical path.
- Scope: review the current EY scope of work and agree Changes where necessary.

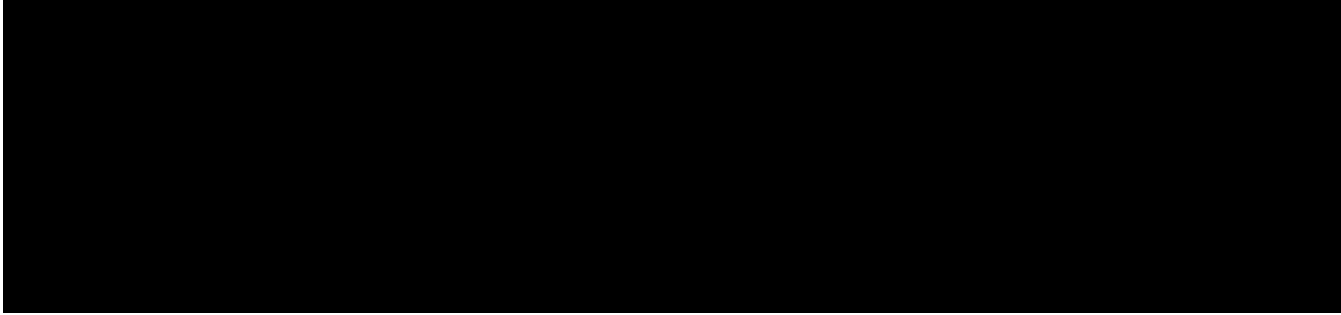
Where appropriate, we will use this meeting to agree any Changes and necessary corrective actions with you. This process will be led by the Delivery Lead name tbc and Account Manager, [REDACTED], as delegated by the Engagement Partner. Where we require additional meetings with you we will agree this with you in advance.

In line with our obligations under the CSHR Call-Off Contract, we will monitor performance against the CSHR Service Level Agreements and will conduct an evaluation of delivery using standardised survey questions.

5. Use of Subcontractors/third party suppliers

We will subcontract the scope of the Services to Bailey and French, following your acceptance of their proposal.





Bailey and French



If any team member is unavailable, EY will provide reasonable prior notice and endeavour to replace him/her with another member with suitable skills and experience.

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 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.

Any Change to the engagement as a result shall be agreed in accordance with the Change Control Process set out in this WO.

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

- You will provide access to stakeholders to support meetings, discussions, workshops and other points of engagement as will be mutually agreed;
- You will send to EY any agreed relevant data and/or documentation within one business of the request (if applicable);
- You will identify participants of sessions/workshops;
- You are responsible for all administration relating to virtual delivery (including but not limited to scheduling and issuing Microsoft Teams invitations);
- Where delivery is in person, you are responsible for all costs, administration and project management related to venue hire;
- You will respond promptly to queries as they may arise; 'promptly' shall mean within one business day of the query;
- You will nominate and 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 within one business day of the request for the decision;

- You will provide timely notification to a nominated representative, [REDACTED], of information that will or may reasonably be expected to impede project activities, delivery of the Services or of the Deliverables. For this purpose, 'timely' shall mean within one business day of becoming aware of such information;
- You are responsible for all management decisions relating to the Services;
- You are responsible for your personnel's compliance with your obligations outlined in this WO;
- 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. Assumptions

[REDACTED] Head of Talent and Learning, will sign off on the Deliverables by the timeframes outlined in section 3 above by way of email to the EY Delivery Lead. Should the EY Delivery Lead not receive such email within the timeframes outlined in section 3 above, the Deliverables will be deemed by all parties to be signed off.

IPO will ensure that pilot participants will be able to access to the online learning provided Bailey and French.

All Human Leadership 2-hour online learning will be completed by the delegates in advance of delivery.

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

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.

10. Intellectual Property Rights

In accordance with the aforementioned CSHR Call-Off Contract, the Buyer shall not acquire any right, title or interest in or to the Intellectual Property Rights of Bailey and French or its licensors, namely the Supplier Existing IPR and the Third Party IPR.

Existing IPR and Third Party IPR

The Supplier Existing IPR relevant to the Services is as follows:

- Human Leadership online learning module
- Role modelling framework and core workshop content

There is no Third Party IPR relevant to the Services.

EY or Bailey and French shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Buyer or its licensors, including the Buyer Existing IPR and New IPRs.

The Buyer Existing IPR is as follows:

- The Deal behaviour referred to in section 1 above
- 'One IPO culture' document
- 'One IPO for leaders' document
- 'IPO Leadership Behaviours' document

New IPRs

The New IPRs created under this engagement, which will belong to the Buyer, are as follows:

- High-level design of role modelling training (ppt)
- Workshop content, namely:
 - training slides,
 - handouts inc. activity sheet,
 - pre-training communication and reading,
 - post-training communications and work
- Summarised recommendations

Should you wish to review clause 9 of the CSHR Call-Off Contract, it can be accessed via <https://www.contractsfinder.service.gov.uk/Notice/53a0ffff-bc62-4a33-97b9-5864ddd5391f>.

11. Fees, Expenses, Billing and Payment Terms

As agreed, our fee for the Services outlined in this WO is a fixed fee of £23,200, which represents a 9.87% discount against the RM6145 Lot 4 rate card. This fee is exclusive of VAT and inclusive of expenses and

- [REDACTED]
- [REDACTED]
- [REDACTED]
- Payment Details: Professional services outlined with associated fees and VAT

By signing this WO you acknowledge and accept that the Services shall not commence until EY confirms receipt of a valid purchase order covering the amount of £23,200 (excluding VAT). In the event that you sign this WO but EY has not received such purchase order, the cancellation terms set out below will apply. You will pay invoices in line with the Government commitment to pay 100% of all undisputed and valid invoices within 30 days.

12. Cancellation terms

In accordance with the CSHR Call-Off Contract, the following cancellation terms apply to this engagement: If a buyer/booker/customer submits a request to cancel or amend a booking, the following cancellation policy applies:

- 16 working days or more before the commencement date the buyer/booker/customer will not be charged.
- 11 to 15 working days before the commencement date the buyer/booker/customer will be charged 30% of the total cost.
- Less than 11 working days before the commencement date the buyer/booker/customer will be charged 100% of the total cost.
- If design work has been commissioned cancellation charges will be chargeable for costs incurred at point of cancellation.

13. Change Control

The Change Control Process set out 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.

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.

Appendix B – Online Learning to be implemented by Bailey and French

This training will feature pre-work in the form of an online learning offered by Bailey and French. This online learning called 'Human Leadership', is made of on-demand content that is designed to build awareness of the key theories, principles and best practices within human leadership. This online module complements the in-person role modelling training and introduces concepts that will be explored further during the training session.

The online learning is interactive and includes a collection of online videos, polls, articles and reflective activities. There are 5 modules in total, 2-3 hours total duration.

The 5 modules:

- **Introduction**
- **Authenticity:** Learning the latest best practices for self-awareness, to help individuals explore who they truly are at their best
- **Inclusivity:** Learning new ways people can discover more about those we work with through a positive, inclusive lens that build a strong foundation for human connection
- **Role-modelling:** Learning the self-management techniques that underpin positive role-modelling as the best version of myself as a leader
- **Human Connector:** Learning about the latest research into building stronger human connections and ways to practically do this every day