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Tel: [REDACTED]  
[REDACTED]  
[REDACTED]

The UK Health Security Agency  
[REDACTED]  
Nobel House  
17 Smith Square  
London  
SW1P

Date: 12 January 2024  
Ref: 4654780  
Direct line: [REDACTED]  
[REDACTED]

Dear [REDACTED]

## Re: Leadership Strategy

Thank you for choosing Ernst & Young LLP ('we') to perform professional services (the 'Services') for The UK Health Security Agency ('UKHSA' or 'you'). 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, 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 7<sup>th</sup> 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 [REDACTED] at your earliest convenience. If you have any questions about the WO, please do not hesitate to contact [REDACTED] 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

### AGREED:

Signed: [REDACTED]

Date: 19th January 2024

[REDACTED]  
For and on behalf of UKHSA

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

## **Appendix A: Work Order**

ORDER REFERENCE:	4654780
CALL-OFF REFERENCE:	CCZP20A03 (CSHR Call-Off to RM6145)
CALL-OFF LOT(S):	Lot 4 (Learning Design and Delivery)
THE CUSTOMER:	The UK Health Security Agency
CUSTOMER ADDRESS	Nobel House, Smith Square, London, SW1P
THE SUPPLIER:	Ernst & Young LLP (EY)
SUPPLIER ADDRESS:	1 More London Place, London SE1 2AF
REGISTRATION NUMBER:	OC300001

This work order ('WO'), dated 12 January 2024, 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 the UK Health Security Agency ('UKHSA', 'the Agency', '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

UKHSA has a variety of programmes to support their leaders, however, they require a leadership strategy to clarify their overarching leadership framework and make the offer clearer for their people, based on career pathways.

UKHSA has a broad provision of leadership offerings for their people but recognises that it may not address all requirements in terms of people and change leadership. They need a leadership strategy and a framework to provide clarity on how the programmes interact with each other and define the minimum expectations for leadership development for everyone in the Agency.

It is intended that this project will create clarity on the offer and determine whether there are elements not addressed through the current offer, and whether elements (e.g. language) of pre-existing offers need to be tweaked to create a clear leadership development pathway from HEO through to SCS.

The intended business outcomes of this project are as follows:

- Development of a 1-3-year leadership strategy chapter which will form part of your People strategy and learning framework focusing on leadership standards and development. This leadership strategy should (i) align with the overarching people strategy that UKHSA is developing (UKHSA will share this with EY in advance), (ii) set out the benefits that UKHSA and EY agree are achievable from implementing the new approach, and (iii) outline how the leadership strategy connects to the emerging people strategy.
- Development of a supporting learning framework that defines prioritisation of leadership standards and clearly articulates the leadership offering to UKHSA leaders.

## 2. Your Request

You have requested that EY:

- develop a leadership strategy and supporting learning framework for UKHSA leaders; and
- produce a report outlining recommended steps for implementing the strategy and framework.

## 3. Scope of Services

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

Week	Activity	Deliverable	Indicative Timeframe (2024)
Week 1: Mobilise & Plan			



██████████ will sign off on the final version of Deliverables within 3 business days following submission.

Any Change to the scope, timetable or Deliverables of this 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.

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.

The Services will be performed remotely/offsite.

### 4. Timetable

This engagement will commence on 15<sup>th</sup> January 2024 and conclude on or before 8th March 2024.

In order to meet this timetable, you will be required to provide sign-off by the timeframes indicated in section 3 above and meet 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 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.

### 5. 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.

<b>Milestone</b>	<b>Indicative Milestone date</b>
Completion of Weeks 1-5 (Data Collection analysis and design)	16th February 2024
Completion of Week 6-7 (Design- Creation of draft leadership strategy & capabilities)	1 <sup>st</sup> March 2024
Completion of Week 8 (Completion of signed-off Deliverables)	8th March 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.

## 6. Reporting and Performance Measurement

We will provide a weekly progress report (in MS PowerPoint) to the project lead. We will jointly review progress every two weeks, including reviewing risks and any issues blocking progress and will, at your request, meet with you after the Services have been completed to review the results.

## 7. Use of Subcontractors/third party suppliers

EY will deliver the full scope of this WO.

## 8. Key personnel

UKHSA

Role	Name	Responsible for
Senior Responsible Owner	██████████	The individual who will sign off on the Deliverables where applicable.
Programme Manager	██████████	Primary point of contact for the engagement. The individual who will confirm that applicable Deliverables meet the required level of accessibility.
Project Manager	██████████	Leading on People Strategy. Project management of UKHSA responsibilities

EY

Role	Name	Responsible for
Engagement Partner	██████████	Accountable for the overall delivery of the Services.
Engagement Lead	██████████	<u>Your primary point of contact for the engagement.</u>
Account Lead	██████████	A point of contact for the engagement and your EY relationship. Advisory on further initiatives
Consultant	██████████ ██████████	Engagement support

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

## 9. 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 day of the request;
- 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 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.

## 10. Assumptions

[REDACTED] 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 Buyer will provide a proposed extended deadline date in advance of the existing deadline expiring with which EY needs to agree. Sign-off of Deliverables cannot be withheld or extended unreasonably.

## 11. 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.



## 12. 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 EY 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:

There is no Supplier Existing IPR relevant to the Services.

The Third Party IPR relevant to the Services is as follows:

There is no Third Party IPR relevant to the Services.

EY 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:

There is no Buyer Existing IPR relevant to the Services.

### *New IPRs*

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

- Leadership Strategy (MS PowerPoint);
- Leadership Development Framework (MS PowerPoint); and
- Implementation Roadmap (MS PowerPoint).

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

## 13. Fees, Expenses, Billing and Payment Terms

As agreed, our fee for the Services outlined in this WO is a fixed fee of £147,000, which represents a [REDACTED] against the RM6145 Lot 4 rate card. This fee is exclusive of VAT and inclusive of expenses and will be payable in accordance with the following schedule:

Invoice number	Services rendered	Invoice value (ex VAT)	Invoice date (2024)
1	Completion of Week 5 (Data Collection, analysis and design )	[REDACTED]	16th February 2024
2	Completion of Week 8 (Sign-off of Deliverables)	[REDACTED]	8th March 2024

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

- **Payment Details:** [REDACTED]

By signing this WO you commit to providing EY with a valid purchase order covering the amount of £147,000 (excluding VAT) within five business days following signing of this WO. In the event that you sign this WO but EY has not received such purchase order within this timeframe, EY reserves the right to suspend performance of the Services and may charge you cancellation fees.

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

Due to the nature of the Services, a Principal Learning Consultant is required in order to fulfil the scope of this WO.

## **14. 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.

## **15. 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 – Government Data to be processed by EY

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

<b>Tool / system used</b>	Office 365
<b>Data description</b>	Business card data UKSHA agreed data relating to the Deliverables The Deliverables
<b>'Type'<sup>1</sup> of data</b>	Business card data Other
<b>Purpose of processing this data</b>	In order to fulfil the scope of this WO
<b>Volume of data</b>	Up to 300 Civil Servants
<b>Duration of data</b>	7 years
<b>Location of data</b>	UK

<sup>1</sup> **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'.