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Defra Group Management Consultancy Call off Contract: Project Engagement Letter

Completed forms and any queries should be directed to Defra Group Commercial (DgC) at [REDACTED]. Please do not complete this form until you have liaised with DgC, and they have allocated you a lot to access Consultancies within and subsequent reference number.

Engagement details			
Engagement ref #	DPEL_61541_108		
Extension?	N	DPEL Ref.	61541_108
Business Area	Portfolio Delivery Group, Portfolio Directorate		
Programme / Project	Defra Customer Inclusion Project		
Senior Responsible Officer	[REDACTED]		
Supplier	Methods		
Title	Defra Customer Inclusion Project – Discovery Support		
Short description	Discovery on robustness of Defra (core) governance on inclusivity of services for customers and to provide recommendations on the development of governance, ensuring improved customer useability and compliance with legislation.		
Engagement start / end date	Proposed start date 08/01/2024	Proposed end date 02/04/2024	
Consultancy Spend approval reference	CGB reference for Core Defra only - £100k + (RDEL)		
Expected costs 23/24	£89,142		
Expected costs 24/25	£n/a		
Expected costs 25/26	£n/a		
Dept. PO reference	Dept. PO reference # (to allow for Defra Group recharge)		
Lot #	Lot 3		
Version #	V1		



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Approval of Project Engagement Letter

By signing and returning this cover note, Portfolio Delivery Group accepts the contents of this Project Engagement Letter as being the services required and agrees for Methods to provide the services in accordance with the agreed Supplier Proposal under the overarching contract (Lot 3 - [REDACTED]), with Defra Group and confirms the availability of funding to support recharge for the services.

Signatures		
Supplier	Business Area	Defra Group Commercial
By: [REDACTED] <i>Signature</i>	By: [REDACTED] <i>Signature</i>	By: [REDACTED] <i>Signature</i>
or and on behalf of Methods] [REDACTED] [REDACTED] [REDACTED]	For and on behalf of Defra [REDACTED] [REDACTED] [REDACTED]	Defra Group Commercial [REDACTED] [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
Supplier engages with Business Area to complete. Once agreed, Supplier signs front page and sends to Business Area	Business Area signs front page and sends to DgC	On approval, DgC signs and returns copy to Business Area and Supplier

[REDACTED]

[REDACTED]



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1. Background

The Portfolio Directorate is at the center of Defra's work to deliver £30bn+ of major projects that will benefit the environment, rural communities, agricultural producers, and the UK public.

The Portfolio Directorate's Centre of Expertise is working across the department to provide Defra Portfolio and project delivery professionals with the skills, standards, and frameworks they need to deliver successful outcomes for our stakeholders, society and the environment. Alongside that, the Portfolio Directorate's Improving Customer Delivery team is leading the work to put customers and citizens at the heart of what Defra does, ensuring compliance with legislation.

The Portfolio Directorate has identified an opportunity to improve how Defra group ensures it is meeting customers' needs and complying with legislation. For example:

- [REDACTED]
- There is no policy/strategic decision to say Defra group will no longer publish inaccessible services or content; it appears Directors can accept the accessibility risk; hence this could be potentially increasing the % of inaccessible content/services.
- APHA has been challenged by the Welsh government to comply with Welsh language legislation. This may be a more widespread issue.
- Customer Public Sector Equality Duty is currently owned by HR in a recently revised joint process combining internal and external assessment. The Portfolio Directorate is not sufficiently satisfied that the customer impacts are being adequately considered, who supports the teams to consider the customer impacts and what data policy or project teams are using to make decisions.
- Defra policy is currently dealing with a Judicial Review around PSED in submissions to the Secretary of State.
- [REDACTED]

The Portfolio Directorate wants to embed an inclusive approach to design and delivery. This in turn will help them deliver on priority outcomes and ensure legal compliance.

The Portfolio Directorate wants to ensure that appropriate governance is in place to ensure that services for customers being introduced under the change portfolio or with changes in policy are inclusive, ensuring compliance with relevant legislation.



2. Statement of services

Objectives and outcomes to be achieved

Objectives:

- How robust the governance and standards are in place for Defra CORE, to ensure Defra services and information are designed and delivered to be inclusive for customers.
- A non-legal review by Methods to produce a summary of understanding of Governance expectations across Defra CORE against existing legislation as per scope within this document. A Discovery Phase to baseline current practice and behaviours and identify areas of improvement to support compliance.
- A Recommendation Report with an action plan to focus activity, and to inform our customer inclusion strategy.

Outcomes:

- Develop prioritised action plan & recommendations to –
 - Aid Defra Core improvements in considering impacts on customers, mitigating legal risks.
 - Highlight Governance maturity steps to improve how Defra designs and delivers services to ensure they are compliant, and customers can access and use them
 - Aid Portfolio Directorate understanding of how and at what point in design and delivery can best influence the process and ensure services are accessible.

Scope

Discovery Report to stock-take current existing governance across Defra core and how robust they are in terms of customer inclusion and legal compliance (based on a non-legal review). The scope of the engagement is to provide Defra with information on what governance exist across Defra core and how robust they are to ensure customer inclusion and legal compliance .

The legislation in scope is:

- Equality Act 2010 and Public Sector Equality Duty (PSED)
- Section 75 of the Northern Ireland Act 1998
- Public Sector Bodies Accessibility Regulations including Web Content Accessibility Guidelines 2.1 AA
- Welsh Language Act 1993.

In addition other areas to be covered,

- Although not a legal requirement, an assessment of how well Defra is using the [GOV.UK Service Standards](#) to ensure digital services are being built to be inclusive to meet user needs.



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- Customer journeys understood for Projects navigating the Defra Project delivery lifecycle, implementation of new policies or changes to policies.
- service design teams have the right tools and capabilities to prevent services being launched – or to flag risks of services being launched - that breach legislation, or do not meet service standards.

Methods need to work closely with existing teams that are in place to support compliance with the Equality Act and Accessibility Regulations.

This includes:

- Inclusive Policy making
- HR Equality, Diversity and Inclusion Team
- DDTS Accessibility Team
- Service Standards assessments
- QA and Test Accessibility lead
- Portfolio Delivery.
- Defra Legal representative
- PSED Champions Network
- Customer Innovation and Change Forum

The support has been structured into 2 workstreams forming two work packages:

- **Work Package 1 – Discovery Service**
 - Workshop(s) with other team leads / roles leading inclusion and accessibility activities.
 - Engagement workshop(s) with key stakeholders to introduce the survey(s).
 - Acquire and review relevant documentation.
 - Creation of survey(s) to collect data on inclusion and accessibility activities.
 - Distribution of survey(s).
 - Analysis of survey results.
 - Create Baseline report based on findings. Including non-legal review of governance requirements, using best practice examples from other government organisations.
- **Work Package 2 – Action Plan & Recommendations**
 - Identify current pain points and opportunities for compliance, process, governance, and efficiency, along with their positives, negatives, risks, and implications.
 - Provide an action plan to improve the governance in place to assure Defra Group is aware of any legal risks, including prioritisation plan.
 - Recommend how Defra design and deliver services to ensure they are compliant, and customers can access and use them.
 - Recommend how and at what point in design and delivery the Portfolio Directorate can have an impact in supporting the process and to make improvements.
 - Considered options for examples where Governance routes could differ but remain compliant and as part potential options for change within the final recommendations.



Assumptions and dependencies

Assumptions

- That Methods staff will have access to key stakeholders who will engage meaningfully and promptly to provide information to support the outcomes.
- That Methods staff will have access to all key data sources as may be required to support the development of the deliverables and assess progress against the outcomes
- That clear guidance on required formats for product delivery will be provided to Methods staff.
- Methods staff will be given appropriate access to IT systems as may be required for the purposes of extracting relevant information, storing, and managing working documents and for any other legitimate purpose as may be necessary for the length of the contract.
- That all relevant stakeholders will be available as necessary for the purposes of knowledge transfer and the transfer of responsibilities, and that key topics of interest will be identified and communicated to the Methods team for this purpose.

Dependencies

- Core stakeholders critical to the success of this Statement of work have bandwidth to support and input into the findings.
- Defra colleagues respond in a timely fashion to enable completion of the work.
- Response levels from Defra colleagues are of a size that allows Methods to undertake meaningful analysis.

Risk management

- Two layers of risk management shall be considered during this engagement:
 - Risk to the service provided by Methods to the Client. These risks shall be recorded and mitigated by Methods staff and communicated to the named Point of Contact either through the regular governance structure or on an ad-hoc basis should a critical risk be raised.
 - Risk to the projects which the Methods team are supporting the Client to deliver will be managed through project level risk processes via the Project Manager. Mitigations will be jointly developed.

A Methods Service Delivery level risk register will be produced as part of the Service Delivery Document (SDD) which will be shared with Defra so that all identified risks can be mitigated/managed appropriately.

- There is a risk that this could be considered an audit of existing teams' processes, causing engagement issues. This is not an audit but rather an opportunity to consider ways to improve to become more customer centric. To mitigate this risk, teams have been engaged prior to the work commencing by Defra



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- There is a risk that senior leaders do not have the awareness they need to understand their legal responsibilities and therefore legal risk of non-compliance. This may make access to resources difficult and improvements hard to identify. In mitigation, teams will draw on case studies and examples to bring reputational and legal risks alive.

Deliverables

There are two key deliverables:

- a baseline report on how robust the governance in place is, to ensure Defra services and information are designed and delivered to be inclusive for customers and meet our legal obligations in Defra core.
- a prioritised action plan/recommendations to improve the governance in place for Defra with recommendations on how and at what point the Portfolio Directorate can have an impact in making improvements.

The Deliverables will be prepared by a combination of Supplier Personnel working jointly with Customer personnel and the Customer will remain solely responsible for all of the decisions, assessments, conclusions and judgments underlying them and they will not be Methods branded.

There will not be any Project Specific Intellectual Property Rights (IPR) being created as part of this project and any and all enhancements and/or modifications to the Supplier's background IPR will be retained as Supplier Background IPR.

In providing the Services, the Supplier expects to discuss ideas with the Customer and to show the Customer drafts of the Deliverables which will be superseded by the final Deliverables. Therefore, in line with good industry practice, the Customer will not rely on any drafts or oral comments or advice unless its content has been finalised and confirmed with as a final Deliverable.

In line with good industry practice, the Supplier's Services will be performed for the sole benefit of the Customer and the Business Area and should only be used for the purpose described in the Project Engagement Letter. Except as otherwise expressly agreed, no one other than the Customer may rely on the Deliverables and/or information derived from them, and the Supplier accepts no responsibility to anyone else to whom the Deliverables are shown or into whose hands they may come.

The Supplier has no responsibility to update any Deliverable for events occurring after completion of this Project Engagement Letter nor to monitor its continuing relevance or suitability for the Customer's purposes.



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Deliverable	Success Criteria	Milestone / Date	Owner (who in the delivery team?)
Internal Capability Development Outcomes			

Limitations on scope and change control

Unless instructions to the Supplier are later amended in writing, the work undertaken will be restricted to that set out above. In providing the services detailed above, the Supplier will be acting in reliance on information provided by the Business Area.

The Project Engagement Letter is the agreed contract of work between the Defra Group Business Area and the Supplier and can be varied under the change control process. Any changes to timescales, scope and costs will require approval by DgC.



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3. Delivery team

Role (link to stage/s resource will work on)	Grade	Daily rate	# of days	Cost
Total Cost				£89,142

Total resource $\frac{\text{Total days*}}{\text{Engagement Length**}}$ <p>*Total days worked across all resources **Total working days in engagement</p>	
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Business Area's team

Outline Business Area staff allocated to support delivery team in completing the engagement including names, roles, responsibilities and any dependencies / scope they will deliver.

Key business area contacts and their contribution to this work are detailed below:

Name	Role	Responsibility
██████████	████████████████████ ████████████████	████████████████████
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Other members of the team will be drawn in as needed.

1. The Customer will be solely responsible for obtaining any legal or regulatory approvals relating to the Services. The Supplier will not be responsible for any delays resulting from delays in obtaining such approvals.

2. The Customer will remain solely responsible for managing all aspects of its business, and applying its independent business judgement to evaluate any advice or recommendations that the Supplier provides it.

The Customer will be responsible for deciding whether the Supplier's recommendations make sense in the context of its business and whether it wishes to rely on, implement or act on them, including the actions necessary to realise any expected benefits.

3. Where needed to assist the Supplier in performing the Services, the Customer will (i) take decisions and obtain management approvals promptly; (ii) give the Supplier full and prompt access to the Customer's resources, people and premises and those of its affiliates and other advisors associated with the Services, together with all necessary administrative support; (iii) obtain any approvals, licenses and security clearances promptly (including any relating to third parties, the Supplier's Personnel); and (iv) keep the Supplier promptly informed of any proposals or developments in its business relevant to the Services.

4. Fees

Defra Group will reimburse the Supplier for approved work done according to the table below. The total fees for the scope of work detailed in this Engagement Letter will be **£89,142**, inclusive of expenses and excluding VAT.

Stage	Cost	Due (link to milestone dates)
Work Package 1		DD/MM/YY
• Baseline report		
Work Package 2		
• Action plan and recommendations		
Expenses		
N/A	NA	N/A
Grand total	£89,142	

Expenses statement

Defra Group overarching contract rates include expenses for any travel to/from any UK location defined by the Business Area as the base office for the work. Only expenses for travel at the Business Area's request from this base can be charged. If appropriate, define permissible expenses to be charged.



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Payment

The Supplier should invoice fees monthly in arrears. Defra Group will reimburse fees monthly on confirmation of approval of work delivered by the Business Area. The Supplier will keep an accurate record of time spent by staff in providing the services and provide this information and supporting narrative, if requested.

5. Governance and reporting

As part of the Call-Off Contract, the Supplier and Business Area agree to provide reporting on the following:

- Completion of the time tracker on a monthly basis, to track days worked by our consultants;

Key Performance Indicators

KPI	KPI Requirement	Description	Reporting Frequency	Who Measures	Method of Measurement	Performance Target
1.	Availability of Methods	Methods named delivery contact or delegate will respond to client correspondence within 24 hours.	Ongoing for duration of DPEL	Head of Customer Inclusion with Methods Engagement Lead	Escalation from client team if expected behaviour is not demonstrated	90% response rate within 24 hours.
2.	Regular checkpoints provided by Methods	Weekly reporting to ascertain delivery progress, key risks/concerns	Weekly	Head of Customer Inclusion with Methods Engagement Lead	Regular project meetings	Measured against DPEL deliverables.
3	Delivery of agreed deliverables do not exceed agreed baseline dates outside of tolerance	Baselined plans detail agreed delivery dates, these will not be exceeded above tolerance without agreement between all parties	Weekly	Head of Customer Inclusion with Methods Engagement Lead	Regular project meetings	Measured against DPEL deliverables.

Feedback and satisfaction

Defra Group reserves the right to hold review meetings during the assignment, discussing what went well, opportunities for improvement on future assignments and similar. This will incorporate any 'Show and Tell' documentation or transferable products that have been produced.

A post-engagement quality review of the engagement will be arranged where the Business Area rates the services provided.

Non-disclosure agreements - NA



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6. Exit management

The agreed actions and deliverables by the Supplier for when the contract ends are as follows:

None other than the provision of the deliverables listed above.

Notice period

The nature of these engagements require that Defra Group have the ability to terminate an engagement with notice. Defra Group's termination rights for this engagement are marked below.

The minimum notice period for termination is 5 working days regardless of engagement duration.

1. Business Area identifies a potential need for delivery support, initiates a conversation with DgC, confirms which approvals are required for an engagement to occur, e.g. Consultancy Governance Board if over £100k or DgC Corporate Services Delivery Board if under £100k.
2. Request Form completed by Business Area and submitted to DgC at:
[REDACTED]
3. The form is reviewed by the DgC team around which resource route is most appropriate (e.g. Lots 1/2/3) and may request additional information/edits from the Business Area if required.
4. Lot / Supplier is selected and briefed on the request by DgC, then introduced to the requesting Business Area for further discussion and confirmation of work to be delivered
5. A Project Engagement Letter is completed by the Business Area with input from the Supplier (with supporting proposals as appropriate) and then finally agreed between the two parties, including evidence of all required approvals either being in place or being progressed (e.g. PO) and forwarded to the DgC for review by the Consultancy Governance Board (CGB). Approval states are:

Approval state	Definition	Permissions
Full approval	<ul style="list-style-type: none"> ▪ DPEL agreed ▪ DPEL signed: Supplier, Dept and CO ▪ Purchase Order number 	<ul style="list-style-type: none"> ▪ Work can start ▪ Supplier can invoice for work

