

Defra Group Management Consultancy Call Off Contract: Project Engagement Letter

Completed forms and any queries should be directed to Defra Group Commercial (DgC) at

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_ 61539_040 | | | |
| Extension? | FOLLOW ON | DPEL Ref. | DPEL 61539_015 DPEL 61539_027 DPEL 61539_028 | |
| Business Area | Defra Core | | | |
| Programme / Project | Strategy Group | | | |
| Senior Responsible Officer | | | | |
| Supplier | Deloitte | | | |
| Title | Laying the foundation for group-wide change | | | |
| Short description | Support, building on previous work, in delivering our vision for Future Defra through enabling programmes and organisational design. | | | |
| Engagement start/end date | Proposed start date 23 August 2023 | | Proposed end date 31 March 2024 | |
| Consultancy Spend approval reference | | | | |
| Expected costs 23/24 | Up to £350,000 excl. | VAT | | |
| Expected costs 24/25 | £0 | | | |
| Expected costs 25/26 | £0 | | | |
| Dept. PO reference | Dept. PO reference # (to allow for Defra Group recharge) | | | |
| Lot# | Lot 1 | | | |
| Version # | 1.0 | | | |



Approval of Project Engagement Letter

By signing and returning this cover note, Strategic Change Projects accepts the contents of this Project Engagement Letter as being the services required and agrees for Deloitte to provide the services in accordance with the agreed Supplier Proposal under the overarching contract (Lot 1 - with Defra Group and confirms the availability of funding to support recharge for the services.

| Signatures | | | | |
|---|---|---|--|--|
| Supplier | Business Area | Defra Group Commercial | | |
| By: Signature | Director General Signature | By — Signature | | |
| 23 rd August 2023 | 24 th August 2023 | 24 th August 2023 | | |
| 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 | | |



1. Background



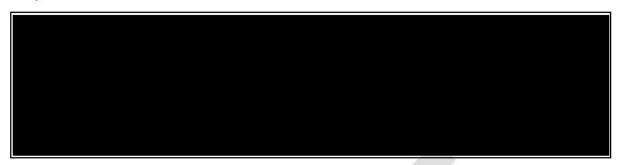
2. Statement of services

Objectives and outcomes to be achieved





Scope



Assumptions and dependencies



Risk management





Deliverables

Please note that individual PIDs (format agreed with commercial colleagues) will be created for each individual piece of work. These PIDs will contain further detail regarding specific deliverables. These will be approved to the second with relevant commercial colleagues, and monitored by Strategic Change Projects. A summary of the initial deliverables for the first set of PIDs is listed below.

| Deliverable | Success Criteria | Milestone / Date | Owner (who in the delivery team?) |
|-----------------------|------------------|---|-----------------------------------|
| | | 4 Sep 2023 | |
| | | | |
| | | 4 Sep 2023 | |
| | | 15 Sep 2023 | |
| | rds | As agreed, but before 31 March 2024 | |
| Social Value Outcomes | | | |
| N/A | | | |



3. Delivery team

The contract is based on a time and materials approach, with specific work packages being agreed via a PID based upon the rates outlined within the table below. There will be a ceiling cost of £350,000 excl. VAT. Each PID will include a completed version of the table below, clearly setting out the number of days and rates for each package of work to ensure comprehensive tracking and compliance with the overall budget envelope.

| Name | Role (link to stage/s resource will work on) | Grade | Daily rate | # of days | Cost |
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| | | | | | |
| | | | Totals | | |
| | | | | | £350,000 |



Total resource Total days* Engagement Length** *Total days worked across all resources **Total working days in engagement





Business Area's team

4. Fees

Defra Group will reimburse the Supplier for approved work completed. The total fees for the scope of work detailed in this Engagement Letter and in subsequent PIDs will be no more than £350,000, inclusive of expenses and excluding VAT.

The use of PIDs to define the deliverables for each targeted package of support will ensure that value for money is achieved.

The Strategic Change Projects PMO team will collate the deliverables, costs and timescales from each PID to ensure that the specialist support provided is aligned to the approved scope, that total expenditure remains within the overall envelope, and that milestone delivery dates are met.

Provide costs for any particular stages to the engagement.

| Stage | Cost | Due (link to milestone dates) |
|---|------|-------------------------------|
| No specific stages defined for this DPEL – to be managed through PIDs which will be aligned with key milestones | | |
| Expenses | | |
| None expected and only in accordance with expenses statement below | | |
| Grand total | | |

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.

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

- must approve each individual PID.
- Risks will be managed by a steering group comprising of

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

Business Area and Supplier to agree any specific key performance indicators related to this specific project engagement.

| KPI | KPI Requirement | Description | Reporting Frequency | Who Measures | Method of Measurement | Performance Target |
|-----|--------------------------------|-------------|------------------------|-----------------|--------------------------|-----------------------|
| | See Deliverables section | | | | | |

Feedback and satisfaction

Business Area and Supplier to agree regular reporting intervals for the duration of the engagement.

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.

The parties agree that this DPEL is governed by the MCF2 RM6008 Call Off Order Form entered into by the Customer and the Supplier dated 17th May 2021 for the provision of Defra Group Management Consultancy Support Arrangements.

Subject to Clause 37.1 (Unlimited Liability), the Supplier's total aggregate liability, in respect of all other Losses incurred by the Customer under or in connection with this DPEL as a result of Defaults by the Supplier shall in no event exceed a sum equal to one hundred and twenty-five per cent of the Call Off Contract Charges payable in connection with this DPEL.

Non-disclosure agreements

The overarching MCF2 framework include NDAs. Insert any additional NDA requirements here.

None



6. Exit management

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

See Objectives and Deliverables section.

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.

- 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:
- 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.
- 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 | DPEL agreed DPEL signed: Supplier, Dept and CO Purchase Order number | Work can startSupplier can invoice for work |



