



Cabinet Office

EU Exit Implementation Capability Unit

External support

Engagement Letter – Lot 1, 2 and 3

Completed forms and any queries should be directed to fst-consultancy@cabinetoffice.gov.uk

Engagement details		
Engagement ref #	#669	
Department / Area	Department for Environment, Food and Rural Affairs (Defra)	
Title	Defra Business Case Support for 2025 Border Strategy	
Assignment start / end date	10/08/2020	30/09/2020
Funding source	Department	
Expected costs 20/21	£110,400	
Dept. PO reference #		
Lot #	Lot 2	
Version #	0.4	

By signing and returning this cover note, Defra accepts the contents of this Engagement Letter as being the services required and agrees for Deloitte LLP to provide the services in accordance with the Statement of Work under the overarching contract (Lot 1 / 2 - Ref CCCC18A29, Lot 3 - Ref CCCC18B08) with the Cabinet Office and confirms the availability of funding to support recharge for the services

Signatures		
Supplier	Department	Cabinet Office / EUEICU
or and on behalf of Deloitte LLP	For and on behalf of Defra	Cabinet Office / EUEICU
25 August 2020	26 August 2020	
Supplier engages with Department to complete. Once agreed, Supplier signs front page and sends to Department	Department signs front page and sends to EUEICU	On approval, EUEICU signs and returns copy to Department and Supplier

Supplier contact:

Department contact:



1. Background

Justification for the work

Ministers have collectively reviewed the progress so far on the 2025 Border Strategy and confirmed the need for an internal Border Transformation Plan by September 2020, ahead of the Spending Review, with the ambition of publishing a 2025 Strategy before the end of the year.

This Project Engagement Letter is to set out the external support Defra requires to respond to this commission that feeds into the Border Transformation Plan.

2. Statement of services

Objectives and outcomes to be achieved

Requirement

Defra have recently received a commission from BPDG for inputs to support the preparation of the Border Transformation Plan.

Defra require external support to assist in responding to this commission. The support will be embedded in the Defra team, and will provide assistance until the end of September 2020.

- [Redacted]
- [Redacted]

Scope

The scope of work is set out below. This details the Supplier's understanding, based on discussions with Laura Chapman, Deputy Director, Borders Framework and Strategy.



This scope includes:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

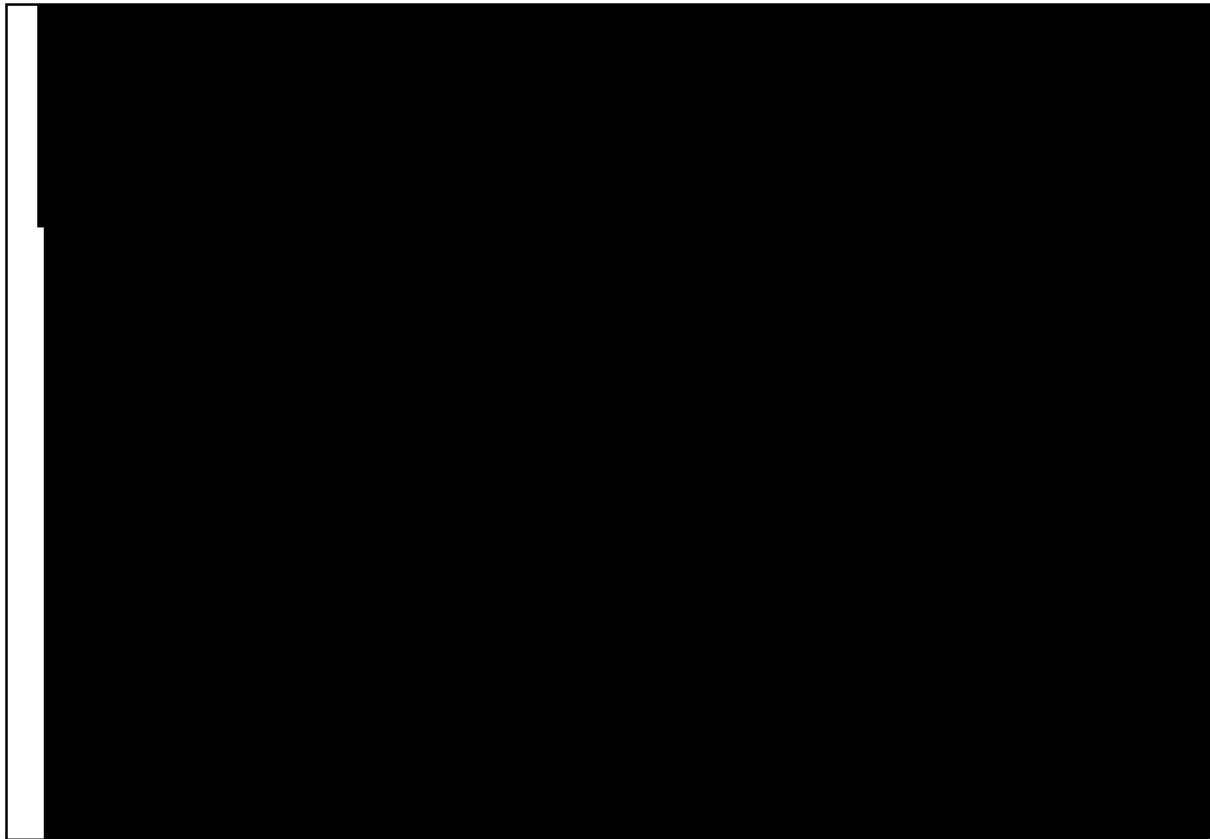
During the course of the work, the Supplier will support Defra in the development of the following products. The Supplier's team will work alongside other Defra staff, ALBs and other departments to:

- Support the development of three mini business cases which will summarise the purpose and case for a component within the Borders Transformation Plan. These will include a summary of the key information within the business case for [REDACTED]
- [REDACTED]

Assumptions and dependencies

The Supplier undertakes to carry out the services in this Project Engagement Letter based on the following assumptions and key dependencies:

[REDACTED]

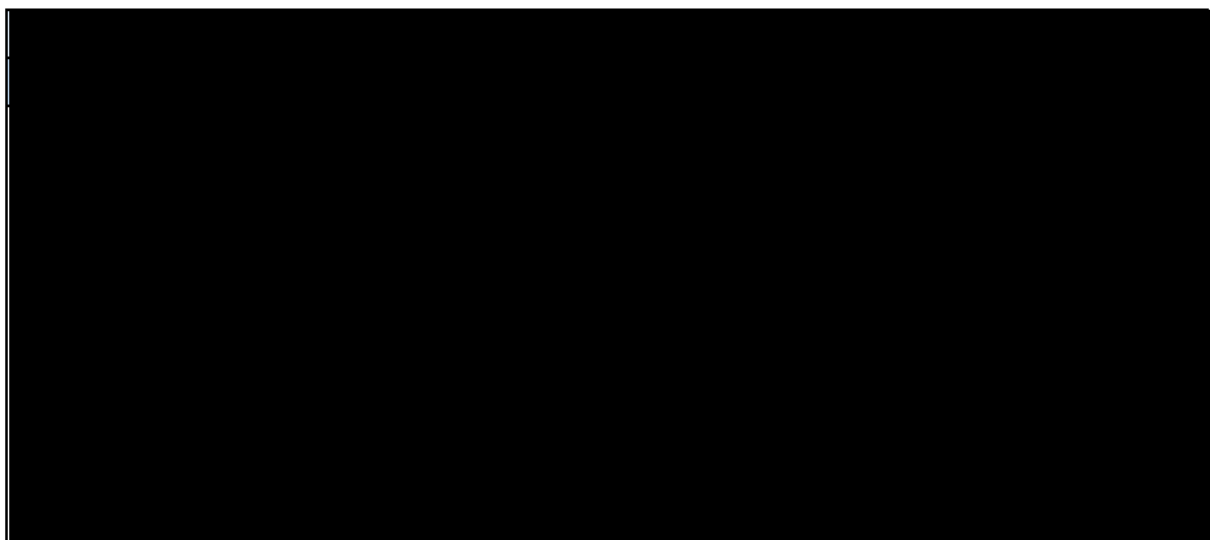


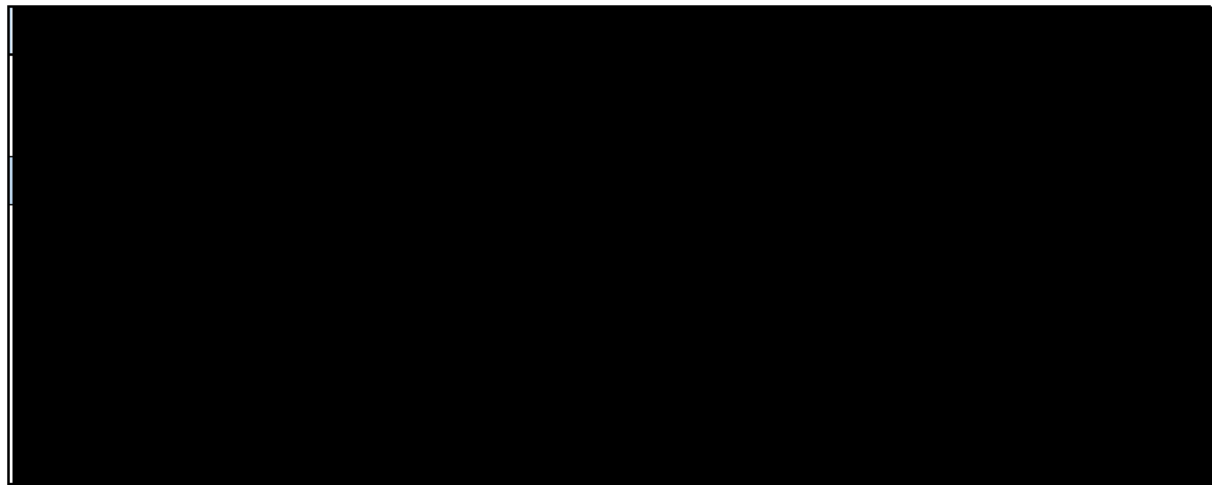
Deliverables

During the course of the work, the Supplier expects to support Defra in the development of the following deliverables as summarised in the table below. The Supplier team will work alongside other Defra staff to develop these deliverables.

The work is distinguished into two separate strands; Stage A - mini business case development and Stage B - supporting the development of the costed elements of the Defra component parts to feed into the Spending Review.

As such, the following approach has been suggested:





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 Department.

The Engagement Letter is the agreed contract of work between the Cabinet Office, Department and Supplier and can be varied under the change control process. Any changes to timescales, scope and costs will require approval by EUEICU.

This scope of work is true and accurate to the best of the Supplier's knowledge and belief and is based on the accuracy of the information supplied by the Department and third parties on its behalf.

The Department will notify the Supplier before beginning any services of any internal policies, codes or procedures that the Department requires the Supplier to comply with (and where applicable update us to the changes in any such policies).

The Supplier's performance of the services, the timetable, the level of fees and any fee estimates each depend on the accuracy and completeness of any assumptions set out in this agreement and the performance of the Department's obligations under the agreement.

3. Delivery team

The following Deloitte Team Members have been identified for this engagement:

	£110,400

The individual resource days and associated costs set out above have been provided as an estimate at this stage. We may seek to vary the days per resource within the overall cost envelope where appropriate in order to maximise input from Subject Matter Experts where possible.



██████████ will be the core resources working alongside the internal Defra engagement team. In addition, the Supplier will provide extra SME input over the course of the assignment in the form of specialist borders input from ██████████

The Supplier will also provide additional oversight at no extra cost during the engagement in the form of:

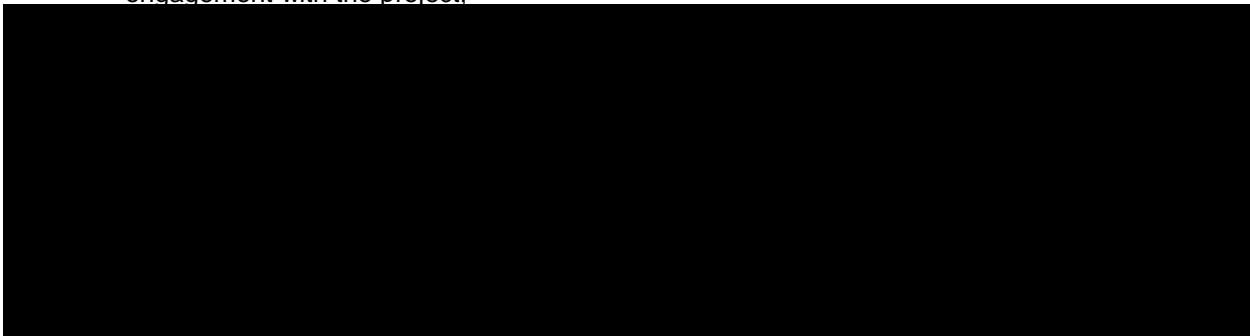
- Oversight and assurance from ██████████
- Quality assurance from a business case and governance perspective from ██████████

Department's team

██████████	Director, Constitution and Borders Directorate, Defra.
██████████	Deputy Director, Borders Framework and Strategy, Defra
██████████	Deputy Director, Borders Framework and Strategy, Defra

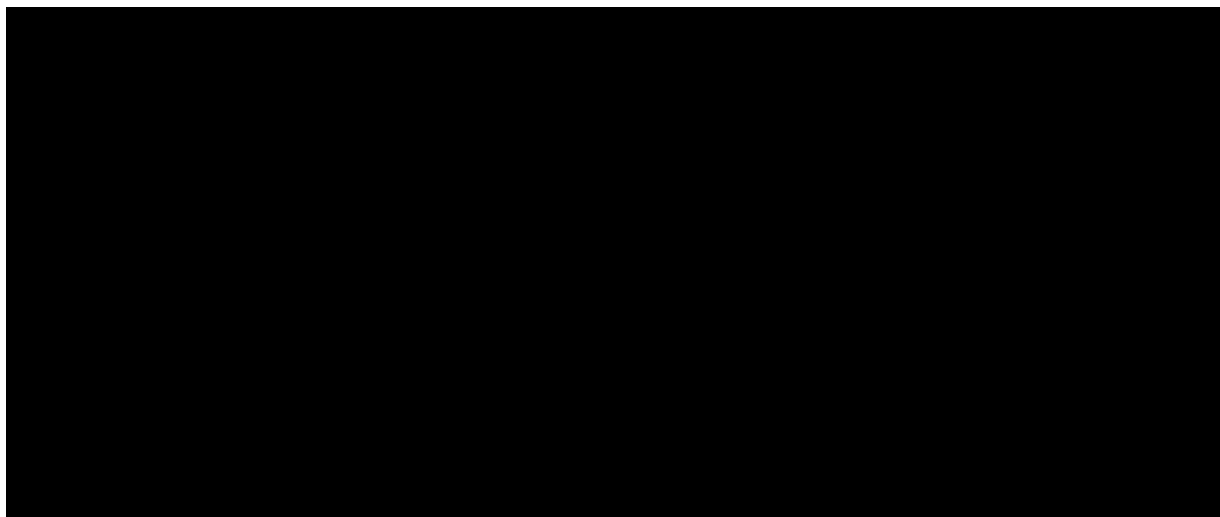
In providing the services, the Supplier assumes that:

- The Department's team, relevant stakeholders/leaders and suitably skilled staff from Defra and other Departments as required will be available during the project for regular meetings and engagement with the project;



4. Fees

Defra 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 £110,400 inclusive of expenses and excluding VAT.





Stage	Cost
Expenses	
Not expected	£0
Grand total	£110,400

Expenses statement

The Cabinet Office overarching contract rates include expenses for any travel to/from any UK location defined by the Department as the base office for the work. Only expenses for travel at departmental request from this base can be charged. If appropriate, define permissible expenses to be charged.

Payment

The Supplier should invoice fees monthly in arrears. VAT will be added to fees at the prevailing rate. The Department will reimburse fees monthly on confirmation of approval of work delivered by the Department. **All invoices submitted to the department for payment will also be provided to the Cabinet Office via [REDACTED]**. 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 Department agree to provide reporting on the following:

- Completion of the time tracker on a monthly basis, to track days worked by our consultants;
- Regular update meetings to track progress against services and deliverables.

Acceptance of deliverables and the time for acceptance will be agreed as part the ongoing project activities and will take account of the Supplier's role and the role and input of the Department team and other parties. If not agreed as part of ongoing project management activities and planning timelines, the Department should assume it will have a period of 5 days (the "Evaluation Period") after provision to it of each deliverable to verify that such deliverable is not deficient. If the Department notifies the Supplier in writing prior to the expiry of the relevant Evaluation Period that such deliverable is deficient in any material aspect and the Supplier accepts the existence of such deficiency (a "Non-conformity"), the Supplier will correct such Non-conformity as soon as reasonably practical, whereupon the Department will receive an additional 5 day period ("Verification Period") commencing upon the Department's receipt of the corrected deliverables to verify that the Non-conformity has been corrected. The Department will provide the Supplier with such assistance as it may reasonably require to enable it to verify the existence of and correct a reported Non-conformity. Each deliverable will be deemed accepted by the Department upon the expiry of the Evaluation Period or, in the event that it has notified the Supplier of a Nonconformity as provided above, upon expiry of the relevant Verification Period.

Feedback and satisfaction

All Services will be carried out with reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade.

The Cabinet Office reserves the right to hold a 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.

Non-disclosure agreements



The overarching MCF / MCF2 frameworks and Cabinet Office contracts include NDAs.

Notice period

The nature of these engagements require that the Department / Cabinet Office have the ability to terminate an engagement with notice. The Department or the Cabinet Office's termination rights for this engagement are marked below.

The minimum notice period for termination is 5 working days.

Where the Department or the Cabinet Office terminate an engagement, agreed costs incurred to the end of the notice period will be reimbursed.



Guidance notes

1. Department identifies a potential need for delivery support, initiates a conversation with EUEICU, confirms which approvals are required for an engagement to occur
2. Request Form completed by department and submitted to EUEICU at:
[REDACTED]
3. The form is reviewed by the EUEICU team re which resource route is most appropriate (e.g. Clearing Hub, Lots 1/2/3), and may request additional information/edits from department if required
4. Lot / Supplier is selected and briefed on the request by EUEICU, then introduced to the requesting department for further discussion and confirmation of work to be delivered
5. An Engagement Letter is completed by the supplier and agreed with department, including evidence of all required approvals either being in place or being progressed (e.g. PO) and forwarded to the EUEICU for review by Approvals Board. Approval states are:

Approval state	Definition	Permissions
Full approval	<ul style="list-style-type: none"> ▪ PEL agreed ▪ PEL signed: Supplier, Dept and CO ▪ Purchase Order number raised for the supplier 	<ul style="list-style-type: none"> ▪ Work can start ▪ Supplier can invoice for work
Approval in principle	<ul style="list-style-type: none"> ▪ Confident PEL is on track or PEL agreed ▪ Reliable confirmation from Dept that internal approvals / funding in place as no PO number 	<ul style="list-style-type: none"> ▪ CO gives supplier permission to work at risk if they choose ▪ Dept required to complete Full approval ASAP ▪ Supplier can't invoice until Full approval
In exception	<ul style="list-style-type: none"> ▪ No approval ▪ No discussion with External Support Team 	<ul style="list-style-type: none"> ▪ No contract cover ▪ Work may be stopped ▪ Supplier may not be able to invoice for any work to date

