

Appendix A: Work Order

ORDER REFERENCE:	3991078
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 14 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 currently going through a period of major change. The organisation is transforming with a restructure to meet a new business model; a new CEO is in place with several changes at Board level, and an increase in employees by one third. At the same time, there are a range of organisation-wide changes. The IPO is seeking to develop individual learning interventions to support the Senior Leadership Group ('SLG') to lead through a period of change and deliver on its targets, with its ambition to begin to embed its unique set of cultural initiatives and leadership behaviours within this leadership group.

The IPO requires a workshop on 'Making Decisions in an ever-changing Environment' that fits an IPO context. This workshop should aim to:

- deliver forward-thinking perspectives on this topic and provide practical takeaways;
- contextualise making decisions in a hybrid working environment; and
- promote feelings of confidence in supporting people and operating in challenging situations.

2. Your Request

In line with the objectives outlined above, you have requested that EY design and deliver a workshop to up to 60 delegates (your 'Request').

3. Scope of Services

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 workshop requirements and learning needs around making decisions, (iii) agree accessibility specification of the workshop delivery materials, (iv) agree relevant documentation for review, and (v) 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 training materials. Sharon Sherlock <i>Sharon Sherlock will sign off on the accessibility statement within one business day of submission.</i></p> <p>Conduct a review of the agreed relevant IPO documentation to support design of the workshop. This will include: The Deal Principles document and the IPO Values document.</p> <p>Develop a high-level design of the Making Decisions workshop based on the needs and agreed learning objectives/ outcomes.</p> <p>Meet virtually with the IPO SLG Design Group to test and refine high-level design and collaboratively define</p>	<p>Signed-off high-level design of Making Decisions workshop</p> <p>Signed-off workshop slides and delegate handout</p>	19 June – 31 July 2023

		<p>the training content. This meeting will not exceed 2 hours.</p> <p>Develop workshop content following input from the SLG Design Group.</p> <p>Conduct testing to determine whether the workshop delivery materials meet the required level of accessibility per the signed-off accessibility statement</p> <p>[REDACTED], <i>Talent and Learning Specialist, will provide feedback in one consolidated document within 5 business days of submission. Tricordant will implement this feedback where it deems applicable.</i></p> <p>[REDACTED] <i>Talent and Learning Specialist, will sign off on the final iteration of the workshop materials within 5 business days following submission of the updated high-level design. No further iterations are in scope</i></p>		
Phase Delivery	2:	<p>Deliver a one-day in-person workshop on Making Decisions to up to 60 participants (SLG members), at the IPO's Newport office, on 6 September 2023.</p> <p>Hold one 1-hour virtual meeting to debrief on the workshop, the outputs and themes, with agreed IPO stakeholders.</p>	N/A	6 - 8 September 2023

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.

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.

Printing of any materials is not in scope.

4. Timetable

This engagement will commence on 19 June 2023 and concluding on 8 September 2023.

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. Reporting and Performance Measurement

We will hold a monthly contract review meeting with the EY Account Manager and Delivery Lead to manage the following items:

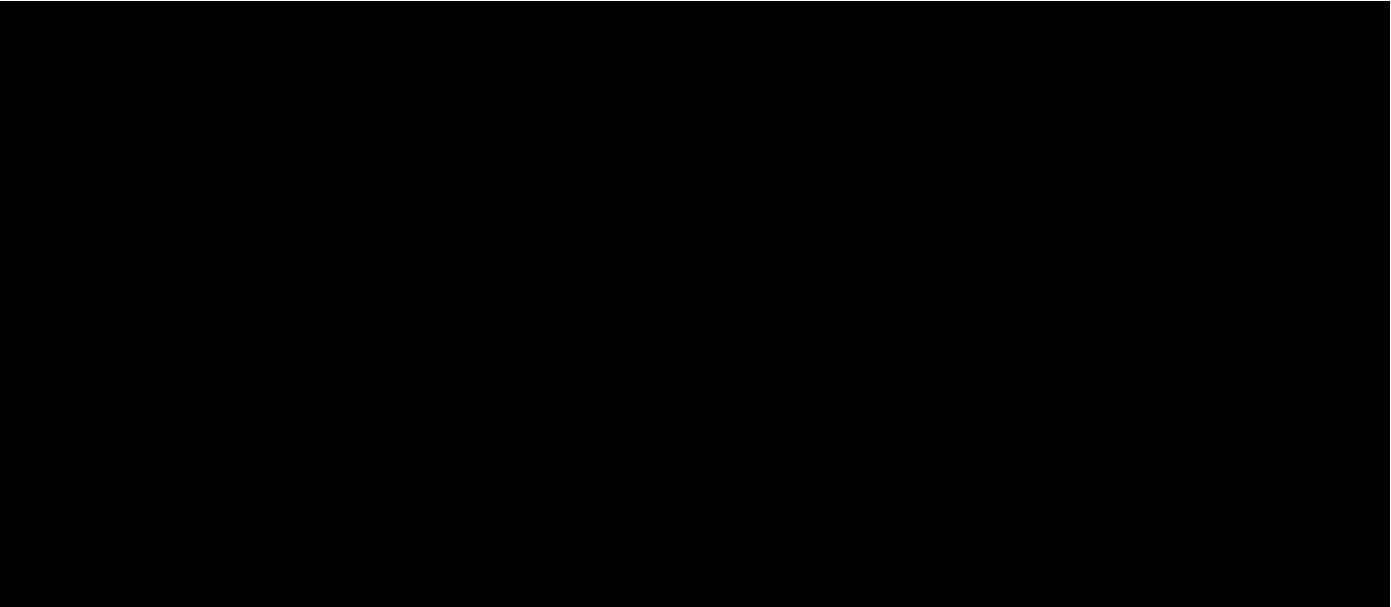
- Deliverables and activities: review activities and completed Deliverables.
- Upcoming Deliverables and activities: increase visibility of upcoming Deliverables and activities to mitigate potential risks/issues on critical path.
- Scope: review the current EY scope of work and agree Changes where necessary.

Where appropriate, we will use this meeting to agree any Changes and necessary corrective actions with you. This process will be led by the EY Engagement Partner, Josie Cluer, or such other EY representative 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.

6. Use of Subcontractors/third party suppliers

We will subcontract the scope of the Services to Tricordant Limited ('Tricordant'), following your acceptance of their proposal.



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.

8. 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 calendar invites to the participants and will make arrangements for the workshop to be held at the Newport office;
- You will identify participants of sessions/workshops;
- 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, Shalina Hooda, 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](https://gov.uk); and
- You will provide us with a contact in your finance department to assist with invoice processing.

9. Assumptions

██████████, Talent and Learning Specialist, 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.

10. 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.

11. 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 Tricordant 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:

- Golden cycle
- Dimensions of Leadership model

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

- Cynefin framework owned by Dave Snowden, The Cynefin Company
- Prism brain mapping owned by PRISM Brain Mapping Int. Ltd
- Lencioni's Five Dysfunctions of a Team owned by Patrick Lencioni

EY or Tricordant 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 Principles document

- IPO Values document

New IPRs

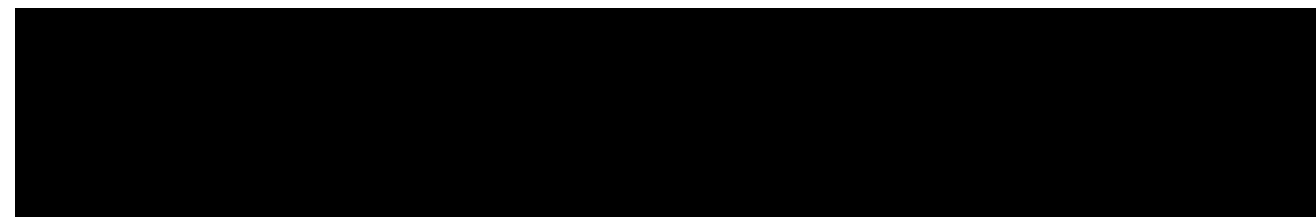
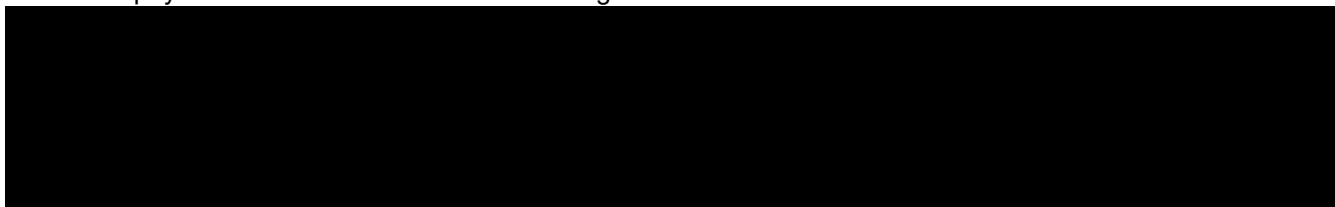
The New IPRs created under this engagement, which will belong to the Buyer, are as follows:

- Making Decisions workshop slides and delegate handout described in section 3 above.

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>.

12. Fees, Expenses, Billing and Payment Terms

As agreed, our fee for the Services outlined in this WO is a fixed fee of **£14,300**, which represents a 28% discount 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:



By signing this WO you commit to providing EY with a valid purchase order covering the amount of £14,300 (excluding VAT). In the event that you sign this WO but EY has not received such purchase order, EY reserves the right to suspend performance of the Services.

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

13. 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.

14. 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.

You, IPO, acknowledge that you have requested that Government Data be stored and transferred to EY for the purposes of the Services via Dropbox and EY has agreed to this request.

Client acknowledges that EY does not have a contractual agreement requiring Dropbox to maintain the confidentiality, integrity and availability of Government Data, and has not determined whether Dropbox meets EY security and privacy policies and standards.

To the extent that Client Information is lost, destroyed, misused, corrupted or disclosed to a third party in breach of this Agreement for any purpose other than the performance of the Services, whilst it is in the possession or under the control of Dropbox, IPO will accept full responsibility for all liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) flowing from such an event and at its own expense reconstruct that data without delay, to ensure a satisfactory resumption of delivery of the Services by EY.

In the event that your use of Dropbox directly leads to the introduction of malicious software onto EY's IT systems, thereby compromising the confidentiality, integrity and/or availability of any data, you accept full responsibility for, and will hold EY harmless for, all liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) flowing from such introduction of malware.

Roles under GDPR

Data Controller	IPO
Data Processor	EY
Data Subprocessor	Tricordant Limited