

## Order Form

### Framework agreement reference:

|                      |               |                     |   |
|----------------------|---------------|---------------------|---|
| <b>Date of order</b> | [06/04/2021 ] | <b>Order Number</b> | [ecm_61395 ]<br>To be quoted on all correspondence relating to this Order |
|----------------------|---------------|---------------------|---|

#### FROM

|                           |   |                   |
|---------------------------|---|-------------------|
| <b>Customer</b>           | [Department for Environment, Food and Rural Affairs ]   | <b>"Customer"</b> |
| <b>Customer's Address</b> | [Nobel House, 17 Smith Square, SW1P 3JR ]   |                   |
| <b>Invoice Address</b>    | [Shared Services Connected Limited, ]   |                   |
| <b>Contact Ref:</b>       | Name: [ ]<br>Address: [Horizon House, Deanery Road, Bristol, BS1 5AH ]<br>Phone: [ ]<br>e-mail: [ ]<br>Fax: [ ] |                   |

#### TO

|                           |  |                   |
|---------------------------|--|-------------------|
| <b>Supplier</b>           | [KPMG LLP ]  | <b>"Supplier"</b> |
| <b>Supplier's Address</b> | [15 Canada Square, Canary Wharf, London, SE14 5GL ]                |                   |
| <b>Account Manager</b>    | Name: [ ]<br>Address: [ ]<br>Phone: [ ]<br>e-mail: [ ]<br>Fax: [ ] |                   |

#### GUARANTEE

|                                 |           |
|---------------------------------|-----------|
| <b>Guarantee to be provided</b> | <b>No</b> |
|---------------------------------|-----------|

Where a guarantee is to be provided then this Contract is conditional upon the provision of a Guarantee to the Customer from the Guarantor in respect of the Supplier. Details of the Guarantor (if any) are set out below:

|                               |  |                    |
|-------------------------------|--|--------------------|
| <b>[Parent Company ]</b>      | <b>[ ]</b>   | <b>"Guarantor"</b> |
| <b>Parent Company address</b> | <b>[ ]</b>   |                    |
| <b>Account Manager</b>        | Name: [ ]<br>Address: [ ]<br>Phone: [ ]<br>e-mail: [ ]<br>Fax: [ ] |                    |

|   |
|---|
| <b>1. TERM</b>  |
| <b>(1.1) Commencement Date</b>  |
| [26/04/2021 ]   |
| <b>(1.2) Expiry Date</b>  |
| The Contract shall expire on the date which is [3 ] Months after the Commencement Date – 26/07/2021 |

2. GOODS AND SERVICES REQUIREMENTS

**(2.1) Goods and/or Services****Support Defra to:**

- Develop a High-Level Corporate Services Target Operating Model, that builds on the work already undertaken, that brings together Defra's functional approaches to help develop a more holistic, integrated end user approach.
- Define and develop standardised set of service catalogues to build on Global Process design work and some functional work that is complete to map a standard set of processes and RACI to clearly define what our offer to the business and our users is We expect the baselining of this work to help manage demand across a complex stakeholder and governance landscape.
- Identify key performance indicators and reverse service measures that complement and support our emerging delivery approach and digital aspirations.
- To outline a commissioning approach for partners to access to non-core services as part of the work on documenting service offer/service catalogue.
- Provide external challenge to our gaps in service delivery and provide off the shelf solutions based on their market understanding of best practice to ensure we deliver efficient and effective services.
- Develop related green book aligned business case and create a 3-4-year roadmap for the CS transformation programme incorporating key milestones and interdependencies e.g. Corporate Services digital roadmap, Next Wave and ERP, Mitie procurement, Finance Transformation.
- To provide a 'to-be' governance framework and principles which will enable Defra to strengthen governance and accountabilities for Defra Group Corporate Services through improvements to its existing governance model.
- Capability transfer will also be part of the brief to help upskill Defra's internal capabilities.

The skills required for this work are: strategic thinking, transformational change, complex organization design and development, business case development, risk and compliance, portfolio management advice, service design.

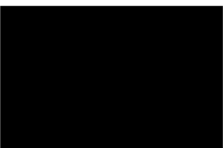
Progress will be communicated and measured through daily and weekly project review meetings with the supplier to ensure the provider has access to the relevant data resources and meets the established milestones.

**Knowledge transfer**

The consultants will work with a Defra G6, SCS1 and SCS2 to lead on the design on the above products. As part of the development of each product we will expect the consultants to debrief Defra on why they did what they to ensure knowledge transfer.

|   |                          |
|---|--------------------------|
| <b>Minimum Order Value</b> <b>£375,000.00</b> |                          |
| <b>Optional Services</b>                      |                          |
| <b>Collection and recycling</b>               | <input type="checkbox"/> |
| <b>Paper catalogue</b>                        | <input type="checkbox"/> |
| <b>Secure Collection</b>                      | <input type="checkbox"/> |

|  |
|--|
| <b>(2.2) Premises</b><br>[ Work to be performed remotely due to COVID19 restrictions]  |
| <b>(2.3) Lease/ Licenses</b><br>[ N/A ]  |
| <b>(2.4) Standards</b><br>Not applicable to this contract  |
| <b>(2.5) Security Requirements</b><br><b>Security Policy</b><br>[ <input type="checkbox"/> ]<br><b>Additional Security Requirements</b><br>[ <input type="checkbox"/> ]<br><b>Processing personal data under or in connection with this contract</b><br>[NO] |
| <b>(2.6) Exit Plan (where required)</b><br>This is a finite need for support and should not be further extended  |
| <b>(2.7) Environmental Plan</b><br>Not applicable to this contract   |

|  |
|--|
| <b>3. SUPPLIER SOLUTION</b>  |
| <b>(3.1) Supplier Solution</b><br>  |
| <b>(3.2) Account structure including Key Personnel</b><br><br>Key Personnel: [ Peter Trahar – Head of Corporate Strategy Programme Office<br>Luciana Matthews – Defra group Commercial ] |
| <b>(3.3) Sub-contractors to be involved in the provision of the Services and/or Goods</b><br><br>[ N/A ]   |
| <b>(3.4) Outline Security Management Plan</b><br><br>As set out below:<br><br>[ ]  |
| <b>(3.5) Relevant Convictions</b><br><br>A Relevant Conviction is a Conviction that is relevant to the nature of the Services to be provided   |
| <b>(3.6) Implementation Plan</b><br><br>N/A  |

| <b>4. PERFORMANCE QUALITY</b>   |               |                            |                            |                  |         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|---|---------------|----------------------------|----------------------------|------------------|---------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| <b>(4.1) Key Performance Indicators</b><br><br>[ As previously agreed ]   |               |                            |                            |                  |         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>(4.2) Service Levels and Service Credits – Not Used</b><br><br>When providing the Goods and/or Services, the Supplier shall as a minimum ensure that it achieves the following service levels:   |               |                            |                            |                  |         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <table border="1"> <thead> <tr> <th>Service Level</th> <th>Description</th> <th>Service Credit Calculation</th> <th>Critical Failure</th> <th>Service</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> | Service Level | Description                | Service Credit Calculation | Critical Failure | Service |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Service Level   | Description   | Service Credit Calculation | Critical Failure           | Service          |         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|   |               |                            |                            |                  |         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|   |               |                            |                            |                  |         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|   |               |                            |                            |                  |         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

If the level of performance of the Supplier during the Contract Period:

- (i) fails to achieve a Service Level in respect of each element of the Service, then the Customer shall be entitled to deduct the Service Credits from the Contract Price; and/or
- (ii) constitutes a Critical Service Failure, the Customer shall be entitled to terminate this Contract.

*[Guidance: It is intended that the definition of critical service failure should link to a specified threshold of service level performance. The intention is to provide certainty over what level of service would trigger a termination right. If you wish to include such a concept then the definition above should be populated with relevant thresholds.]*

## 5. PRICE AND PAYMENT

**(5.1) Contract Price payable by the Customer in accordance with the commercial schedule set out in the framework agreement (including applicable discount but excluding VAT), payment profile and method of payment (e.g. Government Procurement Card (GPC) or BACS))**

[£375,000.00 ]

### **(5.2) Invoicing and Payment**

**The Supplier shall issue invoices [monthly] in arrears. The Customer shall pay the Supplier within [thirty (30) days] of receipt of a Valid Invoice, submitted in accordance with this paragraph 5.2, the payment profile set out in paragraph 5.1 above and the provisions of the Contract.**

## 6. SUPPLEMENTAL AND/OR ADDITIONAL CLAUSES

### **(6.1) Supplemental requirements**

#### **Intellectual Property**

1. The Supplier warrants and undertakes to the Authority that either it owns or is entitled to use and will continue to own or be entitled to use all Intellectual Property Rights used in the development and provision of the Services and/or necessary to give effect to the Services and/or to use any deliverables, matter or any other output supplied to the Authority as part of the Services.

2. The Supplier hereby grants to the Authority, for the life of the use by the Authority of any deliverables, material or any other output supplied to the Authority in any format as part of the Services, an irrevocable, royalty-free, non-exclusive licence to use, modify, adapt or enhance such items in the course of the Authority's normal business operations. For the avoidance of doubt, unless specified otherwise in any Key Provisions and/or in the Specification and Tender Response Document, the Authority shall have no rights to commercially exploit (e.g. by selling to third parties) any deliverables, matter or any other output supplied to the Authority in any format as part of the Services.

**BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES** to enter a legally binding

contract with the Customer to provide the Goods and/or Services. The Parties hereby acknowledge and agree that they have read the [REDACTED] and by signing below agree to be bound by the terms of this Contract.

**For and on behalf of the Supplier:**

|                |            |
|----------------|------------|
| Name and Title | [REDACTED] |
| Signature      |            |
| Date           | 17/05/2021 |

**For and on behalf of the Customer:**

|                |            |
|----------------|------------|
| Name and Title | [REDACTED] |
| Signature      |            |
| Date           | 25/05/2021 |