



## Defra Group Management Consultancy Framework: Project Engagement Letter

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

Engagement details			
Engagement ref #	[REDACTED]		
Extension?	No	DPEL Ref.	
Business Area	Forestry Commission		
Programme / Project	Strategic Development Team		
Senior Responsible Officer	[REDACTED]		
Supplier	Deloitte LLP ("Deloitte")		
Title	Strategic Consultancy Support for Forest Services		
Short description	To support the implementation of a new 3-year organisational strategy through an applied framework to prioritise activity against the strategy and wider recommendations and roadmap to improve management of change and overarching organisational maturity		
Engagement start / end date	24/01/2022	31/03/2022	
Funding source	Forest Services Budget		
Expected costs 21/22	£99,450		
Expected costs 22/23	£n/a		
Expected costs 23/24	£n/a		
Dept. PO reference	TBC		
Lot #	Lot 1		
Version #	0.1		



## Approval of Project Engagement Letter

By signing and returning this cover note, the Business Area and Customer 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 provisions of the Framework Agreement for the provision of Strategic Consultancy Services (RM6008) dated 04 September 2018 and the Call Off Contract with Commencement Date 26 May 2021 between Defra Group and Deloitte LLP (Lot 1), with Defra Group and confirms the availability of funding to support recharge for the Services. This Project Engagement Letter is issued in accordance with and incorporates the terms of the above Call Off Contract.

Signatures		
Supplier	Business Area	Defra Group Commercial
or and on behalf of Deloitte  Partner	For and on behalf of Forestry Commission  	Defra Group Commercial  Senior Category Officer
21/02/2022	21/01/22	21 <sup>st</sup> January 2022
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

Supplier contact:

Business Area contact:

## 1. Background

The Forestry Commission, a government department, increases the value of woodlands to society and the environment. Forest Services is a key part of the Forestry Commission, responsible for policy advice, regulation, incentives and protecting tree health. Its strategic objectives are to: expand and connect woodlands; support the green economy; protect and improve existing woodland; connect with people and be an outstanding organisation.

Forest Services is doubling in size and responding to a huge increase in the demand for all its services against the backdrop of the climate and biodiversity crises. Having recently refreshed its strategy, Forestry Services now need to develop plans to implement it. However, the organisation cannot do everything it wants to do, and so need to make choices to inform their business plan for next year and beyond. Forestry Services also want to look at their systems, processes and organisational structures, and to build a culture that will give them the best chance of successfully achieving their strategic objectives within constrained resources.

## 2. Statement of Services

### Objectives and outcomes to be achieved

To support the implementation of a new, high-level 3-year organisational strategy and the England Tree Action Plan through a robust strategic mapping and prioritisation exercise that will:

- Review existing commitments and planned activity to ensure these are robust and reflect on-the-ground commitments, and align these to high-level objectives.
- Develop a framework to weight and prioritise activities (e.g. alignment to strategic objectives, ease of implementation, availability of funding) and apply this to identify potential activity to deprioritise, to inform business planning for 2022/23 and future years
- Support decisions about where/how to deploy new FTE/wider organisational design considerations, and support ongoing funding and business planning conversations (including stop/start conversations) and make recommendations to support the embedding of this culture of continuous improvement throughout the organisation.

Support the improvement of overarching [REDACTED] and in particular management of change, through:

- Conducting a high level review of existing change and prioritisation processes (and related governance, risk and performance management processes and highlight any potential implications for [REDACTED]).
- Delivery of a bespoke workshop to begin identifying the key risks, opportunities and next steps in implementing the organisational strategy and managing the portfolio of change activity, including with a focus on [REDACTED] implications and next steps.
- Development of a roadmap and high level recommendations to support implementation of the organisational strategy and the management of change, and associated [REDACTED].

The Customer is responsible for determining that the scope of the Services is appropriate for its needs. All implied terms and warranties are excluded. Deloitte makes no warranty as to the fitness of the Services or Deliverables for any particular purpose.

The Services are provided for the benefit of the Customer and the Business Area.

### Scope

The Deloitte delivery team will work alongside the Customer's Strategic Development team, and with other relevant teams identified with the Customer during mobilisation, to:

- Review existing and planned Forestry Services business activity to ensure it is robust and reflects real-world commitments, and align it to the high-level organisational strategy and other relevant commitments identified with the Customer during mobilisation (e.g. Outcome Delivery Plan).

- Develop a prioritisation framework that can be used by the Customer to support business planning and apply it to identify potential activity to be deprioritised.
- Present the above deliverables and facilitate discussion with the Forest Services Executive Team
- Conduct a high level review of existing change and prioritisation processes (and related governance, risk and performance management processes and highlight any potential implications for [REDACTED])
- Deliver a workshop with relevant Customer personnel to identify the key risks, opportunities and next steps in implementing the organisational strategy and managing the portfolio of change activity, including with a focus on [REDACTED] implications and next steps.
- Develop a roadmap and high level recommendations to support implementation of the organisational strategy and the management of change, and associated [REDACTED]

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.

### Assumptions and dependencies

This work will focus on supporting the implementation of the new 3-year Forest Services strategy and making recommendations to improve overarching [REDACTED] and in particular management of change, including [REDACTED] and governance.

The work will address the range of activities undertaken by Forest Services. The Customer will provide to Deloitte full details of existing activity (including those set out in the England Tree Action Plan and internal register of change projects) and planned activity (including reporting via annual business planning commission).

#### Access to resources and information

As part of mobilisation, the Deloitte delivery team will work with the Customer's Strategic Development team to agree a list of internal and external stakeholders for the project and information requirements (e.g. regarding the organisational strategy or business planning and information on existing risk, reporting and change processes). The Strategic Development team will facilitate timely access to stakeholders and information.

The Customer will not supply Deloitte with any Personal Data unless otherwise agreed in writing between the Parties.

Microsoft Teams will be used for virtual meetings.

#### Other

- In accordance with 10.13 of the Call Off Contract, the Customer provides its approval for the Supplier to take information offsite and work offsite.
- The Customer will notify the Supplier prior to the commencement of the Services of any internal policies, security policies, ICT policies, or other policies, codes or procedures that it requires the Supplier to comply with (and where applicable update the Supplier to the changes in any such policies).
- The Supplier will render their Services remotely for the majority of time, but there may be occasional requirement to visit the Forestry Commission offices if agreed between the Parties.
- Any timetable will be dependent on the Parties fulfilling their respective responsibilities.

### Risk management

1. **Business planning templates are submitted late and/or are incomplete / of poor quality, delaying collation by Deloitte of planned activity.** Mitigation: as part of mobilisation,





Deloitte will produce a detailed project plan including contingency for the business planning round. The Customer will communicate any delays or quality issues via weekly progress meetings/reporting.

2. **Deloitte do not have timely access to stakeholders and/or information necessary to deliver the work.** Mitigation: as part of mobilisation, Deloitte will work with the Customer to agree a set of stakeholders and information requirements. The Customer will facilitate timely access to these, and provide a named contact for Deloitte to manage any requests. Progress will be reviewed via weekly meetings/reporting.

## Deliverables

1. Mapping of existing and planned activity provided by the Customer to organisational objectives (via their ongoing business planning process)
2. Set of weighting criteria and prioritisation of activities against 3-year organisational strategy, with potential activity to be deprioritised identified.
3. High level review of existing change processes (and related governance, risk and performance management processes and highlight any potential implications for organisation design).
4. A documented set of high level recommendations and indicative delivery roadmap for improving the management of change, prioritisation and wider organisational improvements, including high level assessment of options for approaching longer-term organisation design changes.

## Assumptions

- There will not be any Project Specific 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.

Deliverable	Success Criteria	Milestone / Date	Owner (who in the delivery team?)
<b>Project Stage A</b>			
Mapping of existing and planned activity provided by the Customer to organisational objectives	Initial list of activities aligned to core objectives agreed.	31 <sup>st</sup> March 2022	TBC
Set of weighting criteria and initial prioritisation of activities against 3-year organisational strategy, with potential activity to be deprioritised identified	Prioritisation framework developed and agreed in session with Executive team.	31 <sup>st</sup> March 2022	TBC
High level review of existing change processes (and related	Plan developed through facilitated workshop covering	31 <sup>st</sup> March 2022	TBC





Deliverable	Success Criteria	Milestone / Date	Owner (who in the delivery team?)
governance, risk and performance management processes and highlight any potential implications for organisation design). High level recommendations and indicative delivery roadmap for improving the management of change and wider organisational improvements	key areas critical to the success of the organisation in delivering against overarching objectives		
<b>Internal Capability Development Outcomes</b>			
Knowledge and skills transfer from consultant team to Forestry Services Team	All Forestry Services team members involved in the work to have acquired knowledge skills transfer from the consultant team.	Throughout the contract	TBC
<b>Social Value Outcomes</b>			
Supporting the Forestry Commission to deliver on its overarching strategy	Work supports the Forestry Commission to reach a clearer view on key delivery priorities against overarching strategy and to develop the building blocks to strengthen delivery mechanisms, risk management and reporting across the organisation	To be reviewed throughout the Project Engagement Letter	TBC

### 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 and/or Customer. The Customer shall provide the Supplier with all information that is necessary for the performance of the Services and such information will be accurate, complete and not misleading. The Customer agrees that the Supplier shall not be treated as being on notice of information given to it in the course of previous engagements and so all information that is relevant to the Services must be given directly to the Supplier team even if the same information has been given to the Supplier previously in the course of a different contract or engagement. The Customer will notify the Supplier promptly if any of the information or data it has provided becomes inaccurate or if any of its requirements change or if it becomes aware of any conflict or ambiguity in respect of the agreed requirements or any circumstances or events which may affect the provision of the Services within the anticipated timescales.

The Supplier will not audit, test or verify the information provided to it in the course of the Services. The Customer agrees that the Supplier shall be entitled to rely on all information provided to it and on the Customer's decisions and approvals in connection with the Services and to assume that all such information from whatever sources is true, complete and not misleading. The Supplier will not be responsible for the consequences of any information provided to it in the course of the Services not being complete, accurate or current.

Delays caused by circumstances outside the Supplier's control will be subject to change control and will not incur any penalty or loss to the Supplier. The Customer will promptly inform the Supplier of any

circumstances or events which are likely to affect the provision of the Services within the anticipated timescales.

The Supplier's performance of the Services, the timetable, the level of the Project Engagement Letter Charges and any fee estimates each depend on the accuracy and completeness of any assumptions and the performance of the Customer's obligations under the Contract and Project Engagement Letter.

The Supplier assumes that the project timeline is indicative only and will be subject to change. Any timetable will be dependent on the Parties fulfilling their respective responsibilities.

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 Variation Procedure. Any changes to timescales, scope and costs will require approval by DgC.

In the event that additional or follow on support is required, this will be managed as an extension to this Project Engagement Letter and require a Variation and/or new Project Engagement Letter to be agreed between the Parties.

### 3. Delivery team

Name	Role (link to stage/s resource will work on)	Grade	Daily rate	# of days	Cost
[REDACTED]	Partner	Partner	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	Project Director	Director	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	Project Manager	Principal Consultant	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	Project Support – activity review, mapping and prioritisation	Principal Consultant	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	Project Support – change process review, workshop and roadmap / recommendations	Senior Consultant	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	Organisation design Subject Matter Expert	Director	[REDACTED]	[REDACTED]	[REDACTED]

### Business Area's team

The Senior Responsible Officer for this work is [REDACTED]. On a day-to-day basis the consultancy team will be embedded in the existing Strategic Development team which is managed by [REDACTED]

### Assumptions and dependencies



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 determine the adequacy of its internal accounting controls and financial reporting systems without relying on the Services or the Supplier's Deliverables as the primary basis for making such a determination.
3. 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.
4. 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, licences 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 Services rendered according to the table below. The total fees for the scope of Services detailed in this Project Engagement Letter will be £99,450, inclusive of expenses and excluding VAT.

In accordance with clause 7.2 of the Call Off Contract, the Supplier's total aggregate liability in relation to any Defaults occurring under this Project Engagement Letter to the Customer and Business Area is the sum equal to one hundred and twenty-five per cent (125%) of the total value of the fees, being £124,313, which shall be apportioned between the Customer and Business Area.

#### Expenses statement

The Call Off Contract rates include expenses for any travel to/from any UK location defined by the Business Area as the base office for the work. For purposes of this Project Engagement Letter the base office/location will be London. 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 will pay all sums within thirty (30) days.

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

The Supplier should provide a hands-on approach, with extensive engagement across the business and integrated working with the existing Strategic Development team in Forest Services. Any identified risks, issues, delays or changes should be formally reported to [REDACTED]

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 Supplier Personnel;
- Fortnightly highlight report, outlining agreed focus areas, activities delivered, days, future activities and risks

### Key Performance Indicators

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

KPI	KPI Requirement	Description	Reporting Frequency	Who Measures	Method of Measurement	Performance Target
N/A						

### Feedback and satisfaction

████████████████████ will have a monthly feedback call with the Project SRO.

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

N/A

## 6. Exit management

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

N/A
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### 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. Where the Customer terminates this Project Engagement Letter, Charges incurred up to the date of termination of this Project Engagement Letter for any reason.

### Guidance notes:



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:
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"> <li>▪ DPEL agreed</li> <li>▪ DPEL signed: Supplier, Dept and CO</li> <li>▪ Purchase Order number</li> </ul>	<ul style="list-style-type: none"> <li>▪ Work can start</li> <li>▪ Supplier can invoice for work</li> </ul>

