

### Work Order

This document is a Work Order according to the definitions contained within the provisions of the Services Delivery Agreement (SDA) dated **18<sup>th</sup> February 2020** between **Bloom Procurement Services Ltd** and **Ernst & Young LLP**.

Except where stated herein, all the clauses and conditions specified in the said supplier terms are included herein by reference and form part of this Work Order.

For the avoidance of doubt, the Bloom Standard Terms & Conditions (only where applicable), the SDA and this Work Order constitute the contract between Bloom and the SPS Provider and are hereinafter referred to collectively as the Supplier Terms.

We are delighted to advise that **Bloom Procurement Services Ltd** have been authorised to obtain the following services on behalf of the Authority.

<b>Project Number:</b>	Project_6004 Contract_13596
<b>Project Name:</b>	NEPRO3 - Development of Business Case for Transforming Public Procurement (TPP).
<b>SPS Provider:</b>	Ernst & Young LLP
<b>For the Attention of:</b>	<b>REDACTED TEXT under FOIA Section 40, Personal Information</b>
<b>E-mail:</b>	<b>REDACTED TEXT under FOIA Section 40, Personal Information</b>
<b>Telephone Number:</b>	<b>REDACTED TEXT under FOIA Section 40, Personal Information</b>

<b>Description of Specialist Professional Services / deliverables required:</b>
Ernst & Young LLP (EY) have been appointed by Bloom Procurement Services Limited on behalf of Cabinet Office (CO) to provide 6-8 weeks of expert support in developing an options business case for the next phase of Transforming Public Procurement (the whole government digital platform to support implementation of the Procurement Bill).
EY will provide a small team of suitably qualified consultants experienced in developing robust digital business cases for government in accordance with the Green Book to support us (CO) to develop a case and win support from a diverse and challenging stakeholder group.

<b>Address:</b>	1 More London Place, London UNITED KINGDOM SE1 2AF
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The case needs to set out the future vision for the service and include detailed architecture of how various cross government solutions will be joined up into a single vision of the future. This is likely to require a small Discovery sprint to ensure user feedback drives future requirements.

The case needs to provide a robust benefits case for government and customers, including Crown Commercial Services (CCS) who will be providing the funding.

The EY team must ensure the case is developed collaboratively with key stakeholders from CO Digital and CCS together with commercial, economic and finance partners.

The Full Business case needs to be completed by the end of April 2024 for presentation to the CCS Board and CO Approvals Board in May 2024.

EY must be experts in producing detailed cross-government digital Business Cases in accordance with the Green Book using the five-case model as outlined in the business case guidance for projects and programmes.

By way of background, funding has been agreed up until October 2024 for TTP Minimum Viable Product/core delivery for legislative compliance. The purpose of this requirement is to produce the business case:

- For Funding beyond October 2024 to support subsequent phases of development to deliver further legislative compliance and development to support continuous improvement,
- In addition, the business case will need to set out options and their costings for a BAU/service support model, including service support ownership.
  - This model will need to be implementable to support the new service going live and in readiness for the commencement of the legislation in October '24, and;
- To explore the vision (setting out a roadmap for delivery if a viable option) for a single government sign-in solution for all commercial activity.

The outline Business Case/architecture must be submitted to the CCS Board and Cabinet Office Approvals Board in May 2024 CCS Board meeting.

#### **The key components/areas to be covered in the OBC:**

- Post Oct '24 development phases to ensure legislative compliance.
- Delivery of continuous improvements.
- Identification of BAU/service support model - including service owner, to support go live of this service in readiness for the commencement of the legislation in October '24 ● Exploration of a vision for single gov. sign-in for commercial activity.
- Architectural design.
- Exploration of funding opportunity of utilisation CCS 'dividend' to CO vs new investment from CCS.

#### **Milestones**

<b>Milestones</b>	<b>Description</b>	<b>Completion Trigger</b>	<b>Start Date</b>	<b>End Date</b>
<b>Milestone 1</b>	Onboarding and agreed engagement plan	Reviewed and approved by project SRO.	11 <sup>th</sup> Mar 2024	15 <sup>th</sup> Mar 2024

<b>Milestone 2</b>	Document review, stakeholder engagement and programme development workshop	Approved by SRO	11 <sup>th</sup> Mar 2024	15 <sup>th</sup> March 2024
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<b>Milestone 3</b>	First draft of OBC	Approved by SRO	18 <sup>th</sup> March 2024	28 <sup>th</sup> March 2024
<b>Milestone 4</b>	Final version of OBC for COAB / CCS submission	Approved by SRO	19 <sup>th</sup> April 2024	19 <sup>th</sup> April 2024

**Contract Management (measuring success and review)**

Contract Management arrangements will be carried out in line with the Services Supply Agreement (SSA) by submitting a Service Delivery Plan (SDP).

<b>Special Licences, Consents, Conditions Required as Part of the Deliverables?</b>	Cyber Essentials Plus ISO27001			
<b>Specialist Professional Services Category (Primary)</b>	Business Strategy			
<b>Specialist Professional Services Category (Secondary)</b>	Procurement			
<b>Commencement Date</b>	11 <sup>th</sup> March 2024			
<b>Completion Date</b>	19 <sup>th</sup> April 2024			
<b>Total Price Payable</b> All prices to include the 5% Delivery Partner's Managed Services Fee excluding VAT. Expenses are exempt of the 5% Delivery Partner's Managed Services Fee. Payment terms are in accordance with the SPS Contract	Total: £75,000.00			
<b>Purchase Order No</b>	37070036072			
<b>Details of Agreed Expenses</b>	N/A			
<b>Agreed Payment Schedule</b> (Milestone schedules to be detailed below)	Payment (Milestones)		Detail: Payment in Full – Upon Project Completion.	
	Payment in full option			
	Other	X		

<p><b>Insurance Cover Required</b> (To be amended in accordance with project requirements or if Enhanced or C&amp;E SDA provisions applicable)</p>	<table> <thead> <tr> <th></th> <th style="text-align: right;">Amount (£)</th> </tr> </thead> <tbody> <tr> <td>Public Liability</td> <td style="text-align: right;">£10,000,000.00</td> </tr> <tr> <td>Employers Liability</td> <td style="text-align: right;">£5,000,000.00</td> </tr> <tr> <td>Professional Indemnity</td> <td style="text-align: right;">£2,000,000.00</td> </tr> </tbody> </table>		Amount (£)	Public Liability	£10,000,000.00	Employers Liability	£5,000,000.00	Professional Indemnity	£2,000,000.00
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Employers Liability	£5,000,000.00								
Professional Indemnity	£2,000,000.00								
<p><b>Any Further Specific Requirements</b></p>	<p><b>Data Protection</b> The SPS Provider understands that in relation to the Data Protection Legislation it is a Data Sub-Processor on behalf of Bloom and Bloom is a Data Processor on behalf of the Relevant Authority in respect of any Personal Data that is passed from the</p>								
	<p>Relevant Authority to Bloom and from Bloom to the SPS Provider</p> <p>The attached Data Protection Schedule Annex 1 and where appropriate Annex 2 shall be completed in respect of this project.</p> <p><b>Delivery Partner Responsibilities</b> For the avoidance of doubt the Delivery Partner's role, duties and responsibilities are expressly set out in the Supplier Terms and no other implied role, duty or responsibility, shall be applied to the Delivery Partner.</p> <p><b>Supplier Terms</b> Please refer to Appendix. A – EY Side Letter.</p>								

Invoicing procedure

The SPS Provider shall complete and submit a Payment Request/Highlight Report via the Technology Platform. This will initiate the Self-Billing Process once approved by the Authority or requirement owner.

**Milestone reporting and Payment (Subject to agreed Payment Request/Highlight Report)**

Description		Deliverables	Planned Payment Request Submission Date	Total Price
1.1	Payment Schedule 1 Project_6004 – PO_37070036072 - Final Version of OBC for COAB / CCS Board	As Set Out in The Description of Specialist Professional Services	19 <sup>th</sup> April 2024	£75,000.00
<b>Total:</b>				<b>£75,000.00</b>

Total Price	Commencement Date	Currency
£75,000.00	11 <sup>th</sup> March 2024	Pounds Sterling

**Acknowledgment re supervision and control of SPS Provider personnel**

By signing this Work Order and agreeing to the Supplier Terms, the SPS Provider confirms for the duration of the Services provided (subject to the contractual terms governing the Services to be provided):

1. The SPS Provider shall procure that its personnel do not act or operate in a manner which could be perceived in such a way as to infer that the SPS Provider's personnel are employees of the Authority;
2. The SPS Provider shall always ensure that the Authority shall not supervise or control the work being carried out by the SPS Provider's personnel;
3. The SPS Provider is free to determine the personnel it uses to provide the services provided that all personnel meet the standards specified by the Authority (including security clearances where applicable);
4. The SPS Provider shall not assume any line management responsibility for any of the Authority's employees;
5. The SPS Provider shall use their own equipment to deliver the Services, except where the provision of equipment by the Authority is necessary for security purposes;
6. The SPS Provider shall determine their own place and hours of work, except where the nature of the project naturally enforces restriction e.g. attending project meetings at client site during business hours;

If at any time, the SPS Provider fails to comply with the above terms, this shall amount to a material breach of the Work Order which is not capable of remedy for the purposes of the termination clause of the SDA and this Work Order will be terminated with immediate effect. If the SPS Provider breaches these provisions it may be liable for the payment of income tax or national insurance contributions.

**ANNEX 1 – to record permitted project specific processing of personal data.**

1. The Contractor shall comply with any further written instructions with respect to processing by the Data Controller.
2. Any such further instructions shall be incorporated into this Schedule and this Schedule may be amended at any time during the Term by agreement in writing between the Data Controller and the Contractor to ensure that the description and detail set out in this Schedule with regard to the processing of personal data reflects the arrangements between the Parties, is accurate and is compliant against the Data Protection Legislation.

No	Description	Details
1	Subject Matter of the Processing	N/A
2	Duration of the Processing	N/A
3	Nature and Purposes of the Processing	N/A
4	Type of Personal Data	N/A
5	Categories of Data Subject	N/A
6	Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	N/A

**ANNEX 2**

1. This Annex lists the sub-processors that the Data Controller has authorised the Contractor to use in accordance with the Supplier Terms.
2. The Data Controller may, at any time and upon such notice as is reasonable in the circumstances, withdraw its approval in relation to any or all sub-processors listed within this Annex and upon such withdrawal the Contractor must immediately cease using that sub-processor.
3. If the Contractor wishes to propose a new sub-processor for approval, it must provide written notice to the Data Controller detailing the identity of the proposed sub-processor, the nature of the subprocessing and confirmation that a written contract in relation to the sub-processing is in place between the Contractor and the sub-processor. The Data Controller must not unreasonably refuse or delay approval.
4. The Data Controller may at any time and upon reasonable notice request copies of the contracts between the Contractor and its approved sub-processors in relation to the sub-processing.

<b>Sub-contractor details:</b>  (name, address and company registration number)	<b>Nature of sub-processing:</b>	<b>Commencement date and term of contract between Contractor and Subprocessor:</b>
N/A	N/A	N/A

**Signature Area**

## Appendix. A – EY Side Letter



Ernst & Young LLP  
1 More London Place,  
SE1 2AF

Tel: + 44 20 7951 2000  
Fax: + 44 20 7951 1345  
ey.com

Cabinet Office  
70 Whitehall,  
London,  
SW1A 2AS  
7 March 2024

Dear Sir/Madam

We are writing to set out the terms on which we shall provide services as a subcontractor for Bloom Procurement Services Ltd ("**Bloom**") in connection with **Development of Business Case for Transforming Public Procurement (TPP)\_itt\_6113** (the "**Services**").

### **Our Reports**

1. You may not rely on any draft Report. We shall not be required to update any final Report for circumstances of which we become aware, or events occurring, after its delivery. You assume sole responsibility for the contents of those documents, and you must not externally refer to us or any other EY Firm in connection with them.

### **Confidentiality**

2. Except as otherwise permitted by this letter, you may not disclose to third parties the contents of this letter or any information (other than Tax Advice) provided by or on our behalf that ought reasonably to be treated as confidential and/or proprietary. You may, however, disclose such information to the extent that it:

- (a) is or becomes public other than through a breach of this letter,
- (b) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information,
- (c) was known to the recipient at the time of disclosure or is thereafter created independently,
- (d) is disclosed as necessary to enforce the recipient's rights under this letter, or
- (e) must be disclosed under applicable law, legal process or professional regulations. You agree that if you receive any request under the Freedom of Information Act 2000 (where you are subject to it) for disclosure of information provided by us, you will promptly notify us of such request prior to any disclosure.

If circumstances arise such that we disclose information to the National Crime Agency (NCA), due to the restrictions imposed by law we may be prevented from discussing such matters with you or from proceeding with the Services pending consent from NCA. If this arises we shall have no liability to you as a result of any suspension or termination of the Services.



3. Either of us may use electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this letter.

4. Subject to applicable law, we may provide Client Information to other EY Firms or our or their subcontractors, members, shareholders, directors, officers, partners, principals or employees ("**EY Persons**") and external service providers of EY, other EY Firms, or EY Persons ("**Service Providers**") who may collect, use, transfer, store or otherwise process it (collectively "**Process**") in various jurisdictions in which they operate for purposes related to:

- 1) the provision of the Services;
- 2) complying with regulatory, and legal obligations to which we are subject;
- 3) conflict checking;
- 4) risk management and quality reviews; and
- 5) our internal financial accounting, information technology and other administrative support services

(collectively "**Processing Purposes**"). We shall be responsible for maintaining the confidentiality of Client Information regardless of by whom such Information is Processed on our behalf.

#### **Data Protection**

5. For the Processing Purposes referred to in paragraph 8 above, we and other EY Firms, EY Persons and Service Providers may Process information provided by you or on your behalf ("**Client Information**") relating to identified or identifiable natural persons ("**Personal Data**") in various jurisdictions in which they operate (EY office locations are listed at [www.ey.com](http://www.ey.com)). The transfer of Personal Data within the EY network is subject to EY Binding Corporate Rules policies (listed at [www.ey.com/bcr](http://www.ey.com/bcr)). We will Process Personal Data in accordance with data protection requirements under applicable law and professional regulations including (without limitation) the Data Protection Act 1998 and with its coming into force, the EU General Data Protection Regulation 2016/679 and any legislative instrument, law or regulation that may supersede or amend it. We will require any Service Provider that Processes Personal Data on our behalf to adhere to such requirements. For Services where we act as processor processing Personal Data on your behalf, appropriate data processing terms will be agreed between us. For the avoidance of doubt, we are acting as a Controller of Personal Data that it Processes for the Processing Purposes as defined in paragraph 8 sub 2, 3, 4 and 5.

6. You warrant that you have the authority to provide Personal Data to us in connection with the performance of the Services and that any Personal Data provided to us has been Processed in accordance with applicable law.

#### **Limitation of liability**

7. Because we act as Bloom's subcontractor you may not make a claim or bring proceedings relating to this letter or the Services against us or any EY Firm or EY Person. You shall make any claim or bring proceedings only against Bloom.



8. Without prejudice to section 11 insofar as there may be any liability on our part in respect of breach of contract or breach of duty or fault or negligence or otherwise whatsoever arising out of or in connection with this letter and the Services our liability to you shall be limited in total to £2 million (or, if greater, the total amount of the fees charged by Bloom to you in connection with the Services) to cover claims of any sort whatsoever (excluding interest and costs) arising out of or in connection with the Services.

9. The limitations in paragraphs 11 and 12 will not apply to any liability (including vicarious liability) for death or personal injury or arising as a result of fraud on our part nor to any liability which cannot lawfully be excluded or limited.

**Access to Systems**

10. You will not be permitted to access to the IT or other systems of any EY Firm.

**Termination by SPS Provider**

11. You accept that we may terminate the Services and associated Work Order immediately on written notice to Bloom, where continuing to provide the Services may place us in breach of our legal, professional or regulatory obligations including for reasons of audit independence.

**Third party rights**

12. Paragraphs 8, 9 and 11 are intended to benefit the other EY Firms and all EY Persons, who shall be entitled to enforce them. Otherwise a person who is not a party to this letter may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

**Governing law and dispute resolution**

13. This letter, and any non-contractual matters or obligations arising out of this letter or the Services, shall be governed by, and construed in accordance with, the laws of England. Any dispute relating to this letter or the Services shall be subject to the exclusive jurisdiction of the English courts, to which each of us agrees to submit for these purposes.

Please sign a copy of this letter where indicated below to acknowledge that you agree to and are bound by the terms of this letter.

Yours sincerely

Ernst & Young LLP

**REDACTED TEXT under FOIA Section 40, Personal Information**

We acknowledge and agree to the terms of this letter

Cabinet Office

**REDACTED TEXT under FOIA Section 40, Personal Information**

## Signature Area

Organisation Name:

Bloom

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Role/Title:

REDACTED TEXT under FOIA Section 40,  
Personal Information

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Name:

REDACTED TEXT under FOIA Section 40,  
Personal Information

---

Signature:

REDACTED TEXT under FOIA Section  
40, Personal Information

Organisation Name:

Ernst & Young LLP

---

Role/Title:

REDACTED TEXT under FOIA Section  
40, Personal Information

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Name:

REDACTED TEXT under FOIA Section 40,  
Personal Information

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Signature:

REDACTED TEXT under FOIA Section  
40, Personal Information