

**Provider Market Oversight (PMO) Framework: Restructuring Services**

**Engagement Letter (Lot 1)**

<b>Engagement Number</b> (to be quoted on all correspondence)	PMO/L1/02
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	<b>From</b>	<b>To</b>
<b>Name</b>	DfE: The Secretary of State for Education	Azets Holdings Limited
<b>Address</b>	Department for Education Sanctuary Buildings Great Smith Street London SW1P 3BT.	Azets Holdings Limited Churchill House 59 Lichfield Street Walsall West Midlands WS4 2BX.  Registered in England and Wales under number 06365189
<b>Invoice Address</b> (If different)	N/A	
<b>Representative Details</b>	<b>DfE Representative</b>	<b>Contractor's Representative</b>
<b>Name</b>	<Redacted under S40 of the FOIA>	<Redacted under S40 of the FOIA>
<b>Email</b>	<Redacted under S40 of the FOIA>	<Redacted under S40 of the FOIA>
<b>Telephone number</b>	<Redacted under S40 of the FOIA>	<Redacted under S40 of the FOIA>
<b>The Effective Date</b>		16th October 2021
<b>The services are expected to be complete by</b>		14 <sup>th</sup> January 2022

## SERVICES

### 1. Scope of the Appointment

DfE will tick the relevant box(es) below to indicate the Services covered by the Engagement and will include additional detail in Annex A. DfE will specify in Annex A which Services are required from the Effective Date of the Call-Off Contract and which Services may be requested by DfE during the term of the Call-Off Contract.

#### 1A. Independent Business Review (“IBR”) Services including:

Service Name	Required (Y/N)	Service Name	Required (Y/N)
Finance Review	<input checked="" type="checkbox"/>	Educational Review	<input checked="" type="checkbox"/>
Estates Review	<input checked="" type="checkbox"/>	Commercial Review	<input checked="" type="checkbox"/>
Operational Review	<input checked="" type="checkbox"/>	Organisational Review	<input checked="" type="checkbox"/>

#### 1B. Supplementary Activity (On request from DfE)

Service Name	Required (Y/N)	Service Name	Required (Y/N)
Financial Information	<input checked="" type="checkbox"/>	Prepare Statutory Documentation	<input type="checkbox"/>
Advice & Guidance	<input checked="" type="checkbox"/>	Prepare other Documentation	<input type="checkbox"/>
Pre-Insolvency Contingency Planning	<input type="checkbox"/>		
Other Supplementary Activity	<input type="checkbox"/>	Other Details: (Please specify)	

#### 1C. Education Administration (On request from DfE)

Service Name	Required (Y/N)
Education Administration	<input type="checkbox"/>

### 1D. Insolvency process (On request from DfE)

Service Name	Required (Y/N)
Insolvency Process	<input type="checkbox"/>
	<input type="checkbox"/>

### 2. Rate Card

Please insert Contractor rate card which shall not exceed the rate card as set out in the Framework Agreement

Grade	Role	Hourly Rate £ (Exc. VAT)	Daily Rate £ (Exc. VAT)
Partner	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>
Director	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>
Senior Manager	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>
Manager (Insolvency Practitioner)	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>
Senior Associate	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>
Real Estate at Senior Manager	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>
Other Staff - Administrator	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>
Other Staff - Administrator	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>

### 3. Costs (to be completed by Contractor)

Please provide a breakdown of Contractor resource, time, cost, and total cost and including any discounts applied.

Costs are firm for the scope of the Framework Agreement. Any payment outside of this agreement must be agreed in writing with DfE before the Effective Date and will be in exceptional circumstances only.

### 4. Charges

Clause 14.1 of the Framework Agreement (Charges for Services) determines that Charges for any Services under a Call-Off Contract should be set out in the Engagement Letter and shall be based on the prices set out in schedule 4 of the Framework Agreement (Charging Matrix). The Charges associated with this Engagement shall be as follows:

**£50,000 Excluding VAT.**

The Charges associated with this Engagement have been agreed to be made payable by <Redacted under S43 of the FOIA> The Contractor will seek to arrange payment of these Charges with <Redacted under S43 of the FOIA> directly.

### 5. Payment Period (if different from Call-Off Contract Terms and Conditions)

As per the Call-Off Contract Terms and Conditions

### 6. Performance

Service name	Details
<b>Key Personnel of the Contractor to be involved in the Services (and deliverables)</b>	<Redacted under S40 of the FOIA>
<b>Key-Sub-Contractor</b>	N/A
<b>Service period</b>	<b>One month</b>
<b>Premises at which the Services are to be provided</b>	Department for Education Sanctuary Buildings Great Smith Street London SW1P 3BT.

#### 6A. Key Performance Indicators Specific to Call-Off Contract

KPI Reference	Service Area	KPI Description	Target
Lot 1 - KPI 1	Service Delivery	Availability within 24 Hours (where required)	100%
Lot 1 - KPI 2	Service Delivery	Contractor able to deliver services and deliverable/s in the timescale set out in the Engagement letter	100%
Lot 1 - KPI 3	Conflict of Interest	Ensuring all conflict-of-interest information is up to date and Authority notified of any changes within 72 hours.	100%
Lot 1 - KPI 4	Cost	Contractor must deliver assignment within agreed Engagement Letter fee budget and any overrun payments are agreed with Authority in advance.	100%

#### 6B. Service Level Agreement (SLA) Specific to call-Off Contract

SLA Reference	Service Area	SLA Description	Target
Lot 1 - SLA 1	Reporting	Monthly Framework reporting: submit a monthly report by the Tenth Business Day of the month, including any exception events within this report.	100% DfE Monitoring
Lot 1 - SLA 2	Meetings	Attend Monthly Contractor Meetings - as required Attend development and operations meetings - as required	100% DfE Monitoring
Lot 1 - SLA 3	Complaints	Ensure Complaints procedure is adhered to and Main management contact to report all complaints in writing to DfE within 3 business days	100% DfE Monitoring

## 6C. Meetings and MI specific to Call-Off Contract

Meetings required	Interim and delivery of report
Timing of meetings	Dependant on findings

## 7. Reliance Parties

In accordance with clause 9.1 of the Framework Agreement (Reliance and Disclosure), DfE may request in an Engagement Letter for additional persons to be added as Reliance Parties. For the purpose of this Engagement, the Parties agree that the following should be included as Reliance Parties:

- Department for Education Higher Education Restructuring Regime

## 8. Data Protection

Clause 19.1 of the Framework Agreement (Data Protection) determines that the factual activity carried out by each Party in respect of their data protection obligations under the Framework Agreement shall be set out in the Engagement Letter. For the purpose of this Engagement, DfE shall act as Joint Controller and the Contractor shall act as Joint Controller.

Paragraph 4.3 of Schedule 11 of the Framework Agreement (Processing, Personal Data and Data Subjects) determines that, where Personal Data processing differs from the instructions given in the table within Schedule 11, DfE may include such specific instructions in the Engagement Letter and such instructions will apply in respect of that Call-Off Contract. For the purpose of this Engagement, the following instructions (if populated) shall apply the Call-Off Contract:

- N/A

## 9. Contractor's Proposal

The Contractor shall detail in Annex B how it proposes to perform the Services, as per schedule 4 of the Call-Off Contract (The Contractor's Proposals).

## 10. Confidential Information

In addition to the information stated in Schedule 12 of the Framework Agreement, the following information shall be deemed to be Commercially Sensitive Information (Schedule 3 of the Call-Off Contract):

- Interim and Final Report and all associated documents including the Contractor's rate card.

Duration that the information shall be deemed Commercially Sensitive Information: 6 years.

## 11. Approval and Authority to Proceed

**BY SIGNING AND RETURNING THIS ENGAGEMENT LETTER THE PARTIES AGREE** to enter a legally binding contract with the Contractor to provide to DfE the Services specified in this Engagement Letter incorporating the rights and obligations in the Call-Off Contract set out in the Framework Agreement entered into by the DfE and the Contractor on 16<sup>th</sup> April 2021.

Name	Title	Signature	Date
<b>DfE:</b> <Redacted under S40 of the FOIA>	<Redacted under S40 of the FOIA>	<Redacted under S40 of the FOIA>	22/12/21
<b>Contractor:</b> <Redacted under S40 of the FOIA>	<Redacted under S40 of the FOIA>	<Redacted under S40 of the FOIA>	20/12/21

## Annex A

### Contract Specification

Education Provider	
<b>Name</b>	<Redacted under S43 of the FOIA>
<b>Address</b>	<Redacted under S43 of the FOIA>
<b>Site Contact Details</b>	<Redacted under S40 of the FOIA>
<b>Additional Information</b>	N/A

Scope of Appointment	
<b>Guidance</b>	<b>Please delete areas which are not required for this Call-Off Contract</b>
<b>Finance Review</b>	<Redacted under S43 of the FOIA>
<b>Commercial Review</b>	<Redacted under S43 of the FOIA>
<b>Operational Review</b>	<Redacted under S43 of the FOIA>
<b>Organisational Review</b>	<Redacted under S43 of the FOIA>
<b>Appointment of other Insolvency Services</b>	<Redacted under S43 of the FOIA>
<b>Additional Notes</b>	<Redacted under S43 of the FOIA>
Outputs	
<Redacted under S43 of the FOIA>	



## **Annex B Contractor Proposal**

<Redacted under S43 of the FOIA>