

FORM OF ACCESS AGREEMENT

DATED 31 March 2015

**THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF LAMBETH**

and

PricewaterhouseCoopers

and

**THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF ISLINGTON**

**ACCESS AGREEMENT TO THE LONDON BOROUGH OF ISLINGTON FRAMEWORK AGREEMENT
FOR INTERNAL AUDIT, ASSURANCE AND ADVISORY SERVICES**

[REDACTED]

Audit Assurance and Advisory Framework

Guidance for accessing the framework



Background

A consortium of London local authorities have established a framework agreement to cover a range of audit, assurance and advisory services. As well as helping us to get a better deal, the framework is the first stage of the boroughs working more closely together to share knowledge, skills and experience with the aim of developing a centre of excellence.

Interested parties may use the framework to buy services, or, if they wish, join the six lead boroughs in working more closely in future. More information can be obtained by contacting the lead borough using the contact details below.

PriceWaterhouseCoopers are the appointed partner and the framework agreement covers four lots

1. Internal Audit
2. Risk Management
3. Anti-Fraud and Investigations
4. Advisory Services

Applicable rates are shown in the works order on page 7. Volume discounts may apply to these rates depending on the cumulative number of days drawn down from the framework.

Eligible organisations

- All London local authorities in the Greater London area
- All Arms Length Management Organisations in the Greater London area
- All NHS bodies based in the Greater London area
- Local Authorities in the counties bordering London, namely, Hertfordshire, Buckinghamshire, Berkshire, Surrey, Kent, Sussex and Essex

Process for accessing the framework

Stage 1 – Discuss requirements with PWC

- Participating Organisation to agree the nature of the works with PWC.
- Discuss the category they will fall under and the applicable price.

Stage 2 – Complete the Access Agreement

- Access agreement attached. Once completed, both parties should sign and send to Islington Council

Stage 3 – Complete Order for Services

- Participating Organisation to complete the Order form by:
 - Setting out the nature of the works (ie one off or a substantial amount);
 - Including details of the Lot the works fall under and the number of days required; and
 - Inserting the other details required in the Order form
- Participating Organisation to send the completed Order form to PWC (at the address provided in the order form), copied to Islington [REDACTED]

Contacts

Islington Council (lead Borough) [REDACTED]

PWC [REDACTED]

THIS ACCESS AGREEMENT is made the 31st of March 2015

Between

(1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF LAMBETH** of the Town Hall, Brixton, London SW2 1RW (hereinafter called "**the Participating Organisation**")

and

(2) **PriceWaterhouseCoopers** (registered no. OC303525) whose registered office is at 1 Embankment Place, London WC2N 6RH (hereinafter called "**the Consultant**")

and

(3) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF ISLINGTON** of the Town Hall, Upper Street, London N1 2UD (hereinafter called "**the Council**")

1.1.1

(collectively called "**the Parties**" and independently called "**the Party**")

1.1.2

1.1.3 **WHEREAS**

- A. The Consultant and the Council entered into a framework agreement for the provision of internal audit, assurance and advisory services ("**the Services**") on the 12th of August 2014 (referred to herein as the "**Agreement**". A copy of the Agreement is attached hereto as Annex A.
- B. The Participating Organisation is desirous of appointing the Consultant to perform the Services in accordance with the terms and conditions of this Access Agreement.
- C. The Consultant is desirous of providing similar Services to those described in the Agreement to the Participating Organisation under the terms and conditions of this Access Agreement.

NOW IT IS hereby agreed as follows:

1. CONDITIONS OF USE OF ACCESS AGREEMENT

- 1.1 The Council gives no warranty, undertaking or guarantee in respect of the ability of the Participating Organisation's use of the Agreement;
- 1.2 The Council has no liability whatsoever to the Participating Organisation in relation to its use of the Consultant or the Agreement;
- 1.3 The Council gives no warranty, undertaking or guarantee in relation to the performance of the Consultant;
- 1.4 The Participating Organisation agrees to indemnify the Council against any losses the Council suffers as a consequence of the Participating Organisation's use of the Agreement and/or the Consultant.

Contract Period

- 1.4 This Access Agreement shall commence on the date it is executed by all Parties and shall continue until 31 March 2019 unless terminated earlier in accordance with the relevant termination provisions (hereinafter referred to as the "**Contract Period**").

2. Ordering Procedure

- 2.1 Throughout the Contract Period the Participating Organisation may issue to the Consultant an order stating the Services that are required to be performed by the Consultant (referred to herein as an "Order").
- 2.2 Any Order shall only be in respect of the performance of Services included under the Agreement.
- 2.3 Following receipt of an Order the Consultant shall perform the Services stated in the Order (the 'Tasks') in accordance with the provisions of the Agreement as if such provisions were restated in full in each Order.

3. Status of the Agreement under this Access Agreement

- 3.1 Without prejudice to any term of the Agreement and for the purposes of clarity in respect of each Order:
 - 3.1.1 The Participating Organisation shall be entitled to exercise all the rights stated in the Agreement in respect of each Order as if the Participating Organisation had been the Council in the Agreement;
 - 3.1.2 The Consultant shall abide by and apply all the provisions of the Agreement in respect of each Order;
 - 3.1.3 The Participating Organisation shall abide by and apply all the provisions of the Agreement in respect of each Order.

4. Payment

- 4.1 The Participating Organisation shall make payments to the Consultant as consideration for the Consultant performing the Tasks. Such payments shall be made in accordance with the terms and conditions of the Agreement and the Participating Organisation shall accept and be bound by the same rights and obligations as apply to the Council under the Agreement.

Variations

- 5.1 The Participating Organisation and the Consultant agree that the terms and conditions of the Agreement (annexed hereto as **Annex A**) may be varied as set out in clause 6 below. For the avoidance of doubt, these variations shall apply only to the service contract established between the Participating Organisation and the Consultant by this Access Agreement, and shall not alter or vary in any way the contractual arrangements between the Council and the Consultant or any other arrangements established under the Agreement.

6. Amendments to the Agreement

Authorised Officer: [REDACTED] Head of Internal Audit and Counter Fraud, London Borough of Lambeth

Address for invoices: London Borough of Lambeth, PO Box 304, Sheffield, S95 1AN

IN WITNESS whereof the Parties have executed this Access Agreement the day and year first before written

Signed for and on behalf of
**THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF LAMBETH**

[REDACTED]
Authorised Officer



Order for Services

This is an Order for Services, dated 27 March 2015 between the London Borough of Lambeth (the "Participating Organisation") and PricewaterhouseCoopers LLP ("PwC"/ the "Consultant"). It is made pursuant to the framework agreement between Islington Council and the Consultant dated 27 March 2015 (the "Agreement") and the related Access Agreement between the Consultant, Islington Council and the London Borough of Lambeth dated 27 March 2015 the terms of which shall apply in full to this Order for Services.

Order Number: To be confirmed

<p>SERVICES TO BE PROVIDED TO: London Borough of Lambeth</p>	<p>INVOICE ADDRESS: London Borough of Lambeth, PO Box 304, Sheffield, S95 1AN</p>
<p>1. THE SERVICES – The Services and the deliverables are as detailed in the attached Scope of Work</p>	
<p>2. SPECIFIC CLIENT BODY OBLIGATIONS As detailed in the attached indicative Scope of Work</p>	
<p>3. THE FEES The fee for this work will be up to a maximum of £625,000 plus VAT based on the agreed timetable and days set out in the attached scope of work and the fees set out in the Agreement. Should the project scope be extended with agreement by both parties the additional days would be charged on a pro-rata basis based on the fee structure in the Agreement, unless otherwise agreed. The consultant and the client body will meet regularly to discuss work allocation</p>	
<p>4. TIMETABLE - As detailed in the attached Scope of Work.</p>	
<p>5. POINTS OF CONTACT FOR DISPUTE RESOLUTION [Redacted] (Audit Partner, PricewaterhouseCoopers) [Redacted] (Head of Internal Audit and Counter Fraud, London Borough of Lambeth)</p>	
<p>Each of the parties has caused this Order for Services to be executed on its behalf by its duly authorised representative as of the date set out above</p>	
<p>For and on behalf of the Participating Organisation [Redacted Signature] Head of Internal Audit and Counter Fraud [Redacted Signature] Counter Fraud Manager</p>	<p>For and on behalf of the Consultant [Redacted Signature] Partner [Redacted Signature]</p>
<p>Date: 31st March 2015</p>	<p>Date:</p>

[Redacted]

.....
[Redacted], Counter Fraud Manager

Signed on the behalf of
PricewaterhouseCoopers

[Redacted]

.....
Authorised Signatory

For and on behalf of
**THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF ISLINGTON**

[Redacted]

.....
Authorised officer (1)

.....
Authorised officer (2)

[Redacted]

[Redacted]

Gateway Three

Contract Register Form

This form must be completed for all waivers and contracts valued at £100,000 and greater.

Procurement Approval Type:		
Is this contract or purchase the result of a waiver to Lambeth's Contract Standing Orders? If yes, indicate the type of waiver and provide a short explanation. See waiver guidance here		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Sole Supplier <input type="checkbox"/> Demonstrable Best Interest <input type="checkbox"/> Emergency <input type="checkbox"/> Changing an Existing Contract <input type="checkbox"/> Urgency <input type="checkbox"/> Exigencies of a Service <input type="checkbox"/> Extension as Waiver Reason for the waiver:
Is this contract or purchase an unapproved purchase? This is where the purchase or contract agreement was completed and or agreed before approval was given. If yes, also provide a reason for the unapproved purchase		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Reason for the unapproved purchase:
Procurement project title (100 characters max):	Internal audit, risk management, investigation and advisory services	Contract Register Number (for procurement use only)
OJEU number (if relevant)		
Procurement board date:	05/03/15	
Cluster/Department:	Enabling/Corporate Affairs	
Full Cost Centre:	D10321	
Cost Centre Name:	Internal Audit and Counter Fraud	
Lead officer's name title, and phone number:	[REDACTED] Head of Internal Audit and Counter Fraud [REDACTED]	Is this contract listed on the Contract Register? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Name, phone and mobile numbers of presenter:	[REDACTED] Head of Internal Audit and Counter Fraud [REDACTED]	

Please complete all of the information requested in the following tables:

1	Short description of contract (no word limit):	Framework for internal audit, risk management, investigation and advisory services
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2	If different from the lead officer, indicate the contract manager and contact details here:	<input checked="" type="checkbox"/> N/A
3	Contract type (select one):	<input type="checkbox"/> Supplies <input checked="" type="checkbox"/> Services <input type="checkbox"/> Works <input type="checkbox"/> Consultancy <input type="checkbox"/> Framework
4	If this contract is for construction works, suppliers must register with the <u>Construction Industry Scheme</u> (CIS). Please indicate that this has been done:	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A
5	Has an Equalities Impact Assessment been completed? If yes, indicate the rating here. (An EIA is compulsory for contracts valued at £100,000 and greater)	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> High <input type="checkbox"/> Medium <input checked="" type="checkbox"/> Low
6	How often will the Contract Register need to be updated with performance review reports?	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Six-Monthly <input type="checkbox"/> Annually <input type="checkbox"/> Once – Short Contract Review (for project contract with a term of up to 6 months in length)
7	Total contract or framework value (including the value of any contract extensions):	£2.5m
8	Cashable savings:	£
9	Non-cashable savings:	£
10	Contract start date (dd/mm/yyyy):	01/04/2015
11	Contract end date - excluding any extension periods (dd/mm/yyyy):	31/03/2019
	* for construction and works contracts, officers need to include the time period for the defects liability period	
12	Is there provision to extend or vary this contract within the terms and conditions?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
13	Planned extension type (e.g. 2 x 1 yr, 3 years, etc):	<input checked="" type="checkbox"/> N/A
14	What is the maximum end date including all extensions (dd/mm/yyyy)?	31/03/2019
15	Contract renewal reminder date. This is the date when an automatic reminder will be sent to the project manager to commence gaining approval to an extension or the re-tendering of the contract. If this is an EU tender allow at least a year for the prior research and tender process. (dd/mm/yyyy)	01/01/2018
16	Has an entry for this procurement decision been made in the Forward Plan? (this applies to contracts with a value above £500k)	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
17	Has this procurement exercise been entered onto the 3 Year Procurement Plan?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
18	Has your Cabinet Member been consulted on this project? (this applies to contracts with a value above £100k)	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
19	If there are IT elements, was Lambeth IT consulted throughout the project?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A If no, please explain why not in your G3 report

Scope of Work

1. **Name:** London Borough of Lambeth
2. **Scope of Services:** The Consultant is to deliver
 Work as agreed with the Head of Internal Audit and Counter Fraud to deliver the Internal Audit and Counter Fraud Work Plans and other audit, investigation or advisory services as requested by the Council
 This work will fall under Lots 1, 2, 3 AND 4
 This scope of work is indicative and may change due to local priorities. The Participating Organisation and the consultant will discuss the programme at regular intervals,
3. **Timescales:** Works will be undertaken between 1 April 2015 and 31 March 2016 unless subsequently agreed otherwise by the parties.
4. **Fees:** Fees will be payable to the Consultant as set out in the Agreement and dependent on the lot and sub type up to a maximum of £625,000. The Participating Organisation and the Consultant shall discuss the requirement in advance of this Order for Services to ensure that the work required and appropriate rate are agreed and understood. The indicative number of days and category to be delivered by the consultant are shown below.

Lot	Name	Type	Day rate (£s)	No of days ordered	total cost
1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
2	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
4	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
				Total	[REDACTED]

5. **Volume discounts:** The Agreement includes volume discounts as pre-agreed thresholds are exceeded. Should the annual value of work committed to the Agreement exceed the agreed thresholds set out in the Agreement, the contractor shall reimburse the participating organisations the difference between the two sums.
6. **Location:** The Services will be undertaken at locations relevant to the Services to be performed, including but not limited to premises of the Participating Organization and the Consultant.
7. **Staffing:** The Consultant's key personnel will be [REDACTED] and the Consultant will use such other staff as it considers appropriate to perform the Services with the prior agreement of the Participating Organisation.

[REDACTED]

[REDACTED]

20	Tenders valued at £25,000 and greater must be managed online. Has this been done?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
If no, please explain why not in your G3 report		
21	If the contract value is at £500,000 and greater, a formal credit check must be completed. Has this been done?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
If yes, please provide the score here: Completed by LB Islington as part of the tender assessment process		
22	Was this tender advertised on the Lambeth website?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A
If no, please explain why not in your G3 report		
23	Is this procurement part of a collaborative contract opportunity?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
If no, please explain why not in your report. If yes, indicate what type of collaboration:		
<input type="checkbox"/> With another, existing Lambeth contract <input checked="" type="checkbox"/> With another local authority <input type="checkbox"/> With another central government body <input type="checkbox"/> With a Central Purchasing Body – GPS, LCSG, ESPO, etc. Indicate which CPB in your report <input type="checkbox"/> Other – indicate which collaborative body in your report		
24	Is this contract available for use by other public sector bodies, i.e. is this a Shared Service?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
If no, please explain why not in your G3 report.		
25	Officer Decisions All procurements valued at £100k+ must be entered onto Officer Decisions by the CCO within 2 days of award approval. Confirm that this will be done here:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A

Service Provider Details

Exor supplier number, Business Questionnaire date, GPS/LCSG contract number, or other framework (specify):		
BQ date, if relevant:		n/a – open procedure used
If this firm is currently registered on Oracle, provide Oracle No. and Site ID	N/A <input type="checkbox"/>	Oracle No.: 501080 Site ID: B3 2DT
Annual value of contract with this supplier: also indicate whether this is an estimated value.	£625k	Estimated? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Total value of contract with this supplier: also indicate whether this is an estimated value.	£2.5m	Estimated? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Company name:	PwC	
Contact name:	[REDACTED]	
Address:	Cornwall Court, 19 Cornwall Street, Birmingham	
Post code:	B3 2DT	
Phone:	[REDACTED]	
Fax:	n/a	
Email:	[REDACTED]	

Approval

I approve the above contract information for submission onto the Lambeth Contract Register:

Signature _____



Date

19/6/15

Head of Internal Audit and Counter Fraud

For Procurement Board Administration Use:

Contract Register: For each contract the following documents will be required in PDF format to complete registration:

	Received	Scanned	Uploaded
Business Questionnaire	n/a	n/a	n/a
Signed Officer Delegated Decision Report - Procurement			
Signed/sealed contract			

Referral

Is this waiver or non compliant purchase recommended for referral to the departmental Executive Director?

YES

NO

N/A

If yes, please indicate the reasons here: