

Revised Version 6 - August 2016

**FRAMEWORK SCHEDULE 4**

**Part 1: Pro Forma Letter of Appointment**

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

Care of:

[REDACTED]

5 George Square,

Glasgow, G2 1DY

RM1502 Lot 4.2

4 October 2016

Dear Sirs,

**1 Contract for the provision of consultancy services by Ernst & Young LLP 1 More London Place, London SE1 2AF as Supplier to Scottish Ministers, Victoria Quay, Edinburgh, EH6 6QQ as Customer pursuant to the consultancyONE Framework Agreement (RM 1502) dated 16/05/2013 between the Minister for the Cabinet Office acting through Crown Commercial Service as the Authority and the Supplier We refer to the above-mentioned consultancyONE Framework Agreement (the "Framework Agreement"). For the purposes of this Letter of Appointment:**

- a) capitalised terms and expressions used in this Letter of Appointment have the same meanings given to them in or pursuant to the Call-Off Terms attached to this Letter of Appointment unless the context otherwise requires;
- b) references to Appendices are references to the appendices to this Letter of Appointment; and
- c) the Appendices shall form part of this Letter of Appointment.

2 This Letter of Appointment constitutes an Order for the provision by you to us of the Contract Services (specified in Appendix 1) from the Effective Date (specified in Appendix 1) on the basis of the Day Rates / Contract Charges (set out in Appendix 2) and, save as varied and / or supplemented pursuant to the provisions (set out in Appendix 3) in accordance with the Call-Off Terms.

3 This Order is placed under Lot number 4.2 Investment and Banking Services of the Framework Agreement.

4 The Supplier's Representative with overall responsibility for the supply of the Contract Services is [REDACTED] and the Key Personnel assigned to the supply of the Contract Services are [REDACTED]

5 The Customer's Representative for the purpose of the Contract is [REDACTED] and [REDACTED] and any disputes in relation to the Contract shall be escalated as follows : All disputes to be escalated to Liz Ditchburn.

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- 6 The Base Location from which the Contract Services will be performed is 5 George Square, Glasgow, G2 1DY
1. Not used
8. Not used
9. For the purposes of the Contract, the address of each Party is:
  - d) for the Customer:

ST ANDREWS HOUSE, REGENT ROAD, EDINBURGH, EH1 3DG

For the attention of: Liz Ditchburn, Director General Enterprise, Environment and Innovation (on behalf of Scottish Ministers)  
Tel: [0131 244 5598 ]  
Email: liz.ditchburn@gov.scot]

- e) for the Supplier:

Ernst & Young LLP

For the attention of: *[name of nominated individual and their title]*

For the attention of:

[REDACTED]

5 George Square,

Glasgow, G2 1DY

[REDACTED]

[REDACTED]

10. The Customer hereby confirms that the applicable law for this contract shall be the laws of England & Wales/Scotland/Northern Ireland (The applicable law shall be those of Scotland) and, if necessary, an appropriate alternative clause in the Call-Off Terms shall be activated accordingly. Where the laws of Scotland/Northern Ireland have been stipulated, all references hereafter in this Letter of Appointment or in the attached Call-Off Terms to legislation or regulations shall be read as if mention had been made of the Scottish/Northern Irish equivalent. Further, this Letter of Appointment and the attached Call-Off Terms shall be construed as closely to the intention of the original wording as the chosen law so permits.

**Please would you return the attached duplicate of this Letter of Appointment with the acknowledgement signed by the appropriate authorised Owner/Executive/Director/Manager within your organisation.**

**You should be aware that by signing and returning this Letter of Appointment you will have entered into a legally binding contract with us to supply the Contract Services specified in Appendix 1 and represent and warrant that you have carried out a conflict check in relation to such contract that revealed no conflicts of interest.**

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Yours faithfully

[Redacted]

[Redacted]

SNR PORTFOLIO MANAGER

For and on behalf of Scottish Ministers

I hereby confirm receipt of the above Letter of Appointment and the agreement of Ernst & Young LLP to provide to Scottish Ministers the Contract Services as specified in the Letter of Appointment in accordance with its terms.

Signed:

[Redacted]

Date:

4/10/16.

Name:

[Redacted]

Status:

[Redacted]

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**Appendix 1  
(Contract Services)**

