# Framework Schedule 6 (Order Form Template and Call-Off Schedules)

# Order Form

CALL-OFF REFERENCE: 1.11.4.4507

THE BUYER: HEALTH AND SAFETY EXECUTIVE

BUYER ADDRESS Redgrave Court, Merton Road, Bootle L20 7HS

THE SUPPLIER: ERNST & YOUNG LLP

SUPPLIER ADDRESS:1 More London Place, London SE1 2AF

REGISTRATION NUMBER:OC300001

DUNS NUMBER: 22168935

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 30 January 2024. It is issued under the Framework Contract with the reference number RM6336 for the provision of software and services for e-discovery of pandemic enquiry data extraction.

CALL-OFF LOT(S): Lot 2: End to End Service up to 'Official'

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing, we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) for RM6336.
3. Framework Special Terms (where applicable)
4. The following Schedules in equal order of precedence:

* Joint Schedules for RM6336
  + Joint Schedule 2 (Variation Form)
  + Joint Schedule 3 (Insurance Requirements)
  + Joint Schedule 4 (Commercially Sensitive Information)
  + Joint Schedule 11 (Processing Data)
* Call-Off Schedules for 1.11.4.4507
  + Call-Off Schedule 5 (Pricing Details)
  + Call-Off Schedule 6 (ICT Services)
  + Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
  + Call-Off Schedule 15 (Call-Off Contract Management)
  + Call-Off Schedule 20 (Call-Off Specification)

1. CCS Core Terms (version 3.0.11)
2. Joint Schedule 5 (Corporate Social Responsibility) RM6336
3. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

**Special Term 1**

The following definition of wilful misconduct to be added to Clause 8.3 (a) of the Core

Terms:

“"wilful misconduct"' refers to acting or omitting to act in breach of a duty owed to the Buyer in circumstances where the person so acting or omitting to act on behalf of the

Supplier would be aware both (i) that their act or omission is not consistent with Good Industry Practice and that acting or omitting to act would be a breach of duty, and (ii) there is a significant risk that so acting may cause material harm to the Buyer’s interests, but nevertheless proceeds without reasonable justification to commit such a breach of duty in deliberate disregard for the Buyer’s interests.”

**Special Term 2**

Pursuant to Clause 11 of Joint Schedule 11, Clause 7 of Call-Off Schedule 6, Clauses 6.3-6.8 of the Core Terms and other references in the Joint Schedules/Call-Off Schedules, the Buyer’s audit rights will be exclusively limited to information directly related to the Call-Off Contract, which can be provided to the Buyer under this Call-Off Contract. This specifically excludes internal and sensitive information held by the Supplier.

**Special Term 3**

Clause 6.4(a) of the Core Terms shall be deleted in its entirety and replaced with the

following:

“6.4 During an Audit, the Supplier must: (a) allow the Relevant Authority or an Auditor (appointed by the Relevant Authority) access to: contract accounts and records relating to the Contract and provide copies for an Audit. Any access requirements to the Supplier’s offices will require reasonable notice and in any event no less than five working days and prior written approval.”

**Special Term 4**

Pursuant to Clauses 9.1 – 9.7 of the Core Terms and other references in the Joint Schedules/Call Off Schedules, the Supplier will only agree to Intellectual Property transfer where the Supplier’s output is exclusive to the Buyer.

**Special Term 5**

The following new clause shall be inserted at section 10.5 of the Core Terms:

“10.5.1 The Supplier can terminate a Call-Off Contract on immediate written notice if continuing to provide Services under same would place it in breach of its professional or regulatory obligations or audit independence rules or regulations. If the contract is terminated by the Supplier, the Buyer expects that the Supplier would comply where reasonably expected to do so with the transition of the contract to a new supplier.”

**Special Term 6**

11.4 (b) of the Core Terms shall be capped at no more than the greater of £5 million or 150% of the Estimated Yearly Charges.

**Special Term 7**

Should another Supplier become party to this Call-Off Contract, Clause 11.9 of the Core Terms shall be replaced as follows:

“If the Supplier is liable to the Buyer (or any others to whom the Services are provided) under this Contract or otherwise in connection with the Services, for loss or damage to which any other person has also contributed, the Supplier’s liability to the Buyer shall be several, and not joint, with such others and shall be limited to its fair share of that total loss or damage, based on its contribution to the loss and damage relative to the other others’ contributions. No exclusion or limitation on the liability of other responsible persons imposed or agreed at any time shall affect any assessment of each Supplier(s) proportionate liability hereunder, nor shall settlement of or difficulty enforcing any claim, or the death, dissolution or insolvency of any such other responsible persons or their ceasing to be liable for the loss or damage or any portion thereof, affect any such assessment.”

**Special Term 8**

Clause 23.2 of the Core Terms shall be amended to read as follows:

“The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Central Government Body, public or private sector body which performs the functions of the Relevant Authority. If the Relevant Authority intends to assign, novate or transfer its Contract or any part of it to any other body, it will provide the Supplier with reasonable notice, such notice to include the name of the proposed body to which it intends to assign, novate or transfer to, its obligations under its Contract.”

**Special Term 9**

Joint Schedule 3 will apply except for Clause 1.3.

**Special Term 10**

Clause 26 (d) of Joint Schedule 11 to be amended as follows:

“(d) not do anything which is not consistent with Good Industry Practice that may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.”

**Special Term 11**

All references to “Immediately” shall be altered to “without undue delay” in the Joint Schedules, Call off Schedules and Core Terms of this Agreement.

CALL-OFF START DATE: 01 February 2024

CALL-OFF EXPIRY DATE: 31 January 2027

CALL-OFF INITIAL PERIOD: 3 years (with the option to extend for an additional 2 years on a 1+1 year basis)

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification).

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£720,000.00.**

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details).

REIMBURSABLE EXPENSES

The Buyer agrees to reimburse the Supplier for reasonable expenses including travel

to and from the Supplier’s site.

PAYMENT METHOD - BACS

BUYER’S INVOICE ADDRESS:

Newport SSCL - Health & Safety Executive

PO Box 401

Newport

NP10 8FZ

Email: [APinvoices-HAS-U@gov.sscl.com](mailto:APinvoices-HAS-U@gov.sscl.com)

All invoices raised must include the relevant Purchase Order number which will be issued by HSE Procurement Unit, each invoice must refer to and state items as listed on the Purchase Order. Failure to include the Purchase Order Number may delay payment. Invoices should be submitted electronically in PDF format to [APinvoices-HAS-U@gov.sscl.com](mailto:APinvoices-HAS-U@gov.sscl.com). HSE shall make payment of agreed costs via BACS, in arrears, within 30 days of the acceptance of the invoice. The Contractor shall send a copy invoice along with details of any work satisfactory carried out to the HSE representative identified below.

BUYER’S AUTHORISED REPRESENTATIVE

SUPPLIER’S AUTHORISED REPRESENTATIVE – N/A

SUPPLIER’S CONTRACT MANAGER

PROGRESS REPORT FREQUENCY

To be agreed between the Contract Manager and Supplier

PROGRESS MEETING FREQUENCY

To be agreed between the Contract Manager and Supplier

KEY STAFF

None

KEY SUBCONTRACTOR(S)

None

COMMERCIALLY SENSITIVE INFORMATION

The Supplier is aware of the Buyer’s responsibilities under the Freedom of Information Act (FOI) which may require it to release information to third parties arising from its involvement with the Supplier. Certain information provided by the Supplier may constitute trade secrets and/or commercially sensitive information and may be subject to exemption from disclosure by virtue of s43 of the FOI. While decisions on deciding whether this statutory exemption applies is a matter for the Buyer, the Supplier would ask that it is notified as soon as possible of any FOI request received by the Buyer and that the Buyer consults with the Supplier over whether the statutory exemption applies to the information requested.

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

**SIGNATORIES**

|  |  |  |  |
| --- | --- | --- | --- |
| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer:** | |
| Signature: |  | Signature: |  |
| Name: |  | Name: |  |
| Role: |  | Role: |  |
| Date: | 30 January 2024 | Date: | 30 January 2024 |

**SCHEDULES**

|  |  |
| --- | --- |
| CCS Core Terms (version 3.0.11) |  |
| **JOINT SCHEDULES** |  |
| Joint Schedule 1 – Definitions v3.10 |  |
| Joint Schedule 2 – Variation Form v3.1 |  |
| Joint Schedule 3 – Insurance Requirements v3.1 |  |
| Joint Schedule 4 – Commercially Sensitive Information v3.1 |  |
| Joint Schedule 5 - Corporate Social Responsibility RM6336 |  |
| Joint Schedule 11 - Processing Data v1.0 |  |
| **CALL-OFF SCHEDULES** |  |
| Call-Off Schedule 4 – Call-Off Tender |  |
| Call-Off Schedule 5 - Pricing Details |  |
| Call-Off Schedule 6 – ICT Security |  |
| Call-Off Schedule 8 - Business Continuity & Disaster Recovery |  |
| Call-off Schedule 15 - Call-Off Contract Management |  |
| Call-Off Schedule 20 - Call-Off Specification |  |