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SHORT FORM CONTRACT FOR THE SUPPLY OF GOODS AND/OR SERVICES

I. Cover Letter



UK Health
Security
Agency

10 South Colonnade
London
E14 4PU

T +44 (0)20 0000 1234

F +44 (0)20 0000 1234

www.gov.uk/ukhsa

Grant Thornton UK LLP
30 Finsbury Square
London
EC2A 1AG



Date: 25 October 2023
Our ref: PRO 5983/ C202706

Dear 

Following your tender/proposal for the supply of IP Valuations to UK Health Security Agency, we are pleased confirm our intention to award this Contract to you.

The attached Order Form, contract Conditions and the **Annexes** set out the terms of the Contract between **UK Health Security Agency** and **Grant Thornton UK LLP** for the provision of the Deliverables set out in the Order Form.

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful Delivery of the Deliverables. Please confirm your acceptance of this Contract by signing and returning the Order Form via DocuSign within 7 days from the date of the Order Form. No other form of acknowledgement will be accepted. Please remember to include the reference number(s) above in any future communications relating to this Contract.

We will then arrange for the Order Form to be countersigned which will create a binding contract between us.

Yours faithfully,



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Order Form

1. Contract Reference	PRO 5983/ C202706	
2. Buyer	UK Health Security Agency 10 South Colonnade London E14 4PU	
3. Supplier	Grant Thornton UK LLP 30 Finsbury Square London EC2A 1AG Company registration number: OC307742	
4. The Contract	<p>This Contract between the Buyer and the Supplier is for the supply of Deliverables.</p> <p>The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions ("Conditions") and Annexes.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in the Conditions.</p> <p>In the event of any conflict between this Order Form and the Conditions, this Order Form shall prevail.</p> <p>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Buyer and may delay conclusion of the Contract.</p>	
5. Deliverables	Goods	[None]
	Services	<p>Valuation of IP Asset based on Expected Future Cash Flows, including support for NAO Audit queries.</p> <p>The intellectual property asset to be valued is outlined in the Specification included in Section 6, below (the Asset). [REDACTED]</p> <p>[REDACTED]</p> <p>The Services will be a valuation of the Asset for financial reporting purposes, as per the requirements of IAS 38 and</p>

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		<p>FreM as at the valuation dates listed in the Specification (the Valuation Dates) (the Valuation).</p> <p>Scope</p> <p>The Valuation will be based primarily on information and explanations provided by the management of UKHSA (Management), together with publicly available information and market research.</p> <p>The Supplier's valuation work will include the following:</p> <ul style="list-style-type: none"> • an information gathering exercise and analysis in order to gain an understanding of the Asset; and • desktop research to develop appropriate valuation benchmarks and operating comparisons; and • discussions with management of UKHSA (Management) to obtain explanations and clarification of data provided, including an understanding of the future growth prospects for the Company and its forecast financial performance; and • discussions with Management to obtain explanations and clarification of the cash flow forecasts provided from Lot 1 (the Forecasts); and • estimation of appropriate valuation discounts or premiums to apply to the results of the valuation analysis. <p>The Supplier will confirm the Valuation to the Buyer in a report (Report) which will set out:</p> <ul style="list-style-type: none"> • the Forecasts used in the Valuation of the Asset; • valuation benchmarks identified; • the valuation approach adopted; and • the conclusion as to the Valuation, expressed as a range. <p>Valuation work is often subjective and dependent on the exercise of individual judgement. The Supplier's conclusions are based on methods and techniques that they consider appropriate. Other parties may conclude differently.</p>
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		<p>For the avoidance of doubt, the Supplier will not seek to audit or verify the contents or accuracy of the Forecasts.</p> <p>The Services will be provided in relation to one version of the Forecasts at each of the Valuation Dates. Any requirements for observations of further iterations will be outside the scope of this Order Form and will be subject to a separate agreement and further fees may be charged on a time cost basis.</p> <p>The Supplier shall not undertake any work that is not specified in this section of this Order Form and shall not be obliged to provide any other advice or services unless they expressly agree to do so.</p> <p>Any management decisions made in connection with the Valuation will remain the responsibility of Management.</p> <p>The Valuation is only valid as at the Valuation Date as specified in the Report. Events and circumstances occurring after the Valuation Date, in due course, render the Report out of date and, accordingly, the Supplier will not accept a duty of care nor assume a responsibility for decisions and actions which are based upon such an out-of-date report.</p> <p>Valuation services are, by their nature, limited in scope. Whilst the Supplier will undertake their work with reasonable skill and care, it is possible that matters which are of material relevance to the Services may not be identified by their work. If during their work the Supplier becomes aware of such matters, and they are outside of the agreed scope, they will bring them to the Buyer's attention. The Services do not include the obligation to exhaustively identify all matters which may be of material relevance.</p> <p>Transfer of Management information</p> <p>Access to general information will be provided electronically wherever possible and any sensitive information (except</p>
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		<p>knowhow and Existing IPR which for the avoidance of doubt will not be made available) required to carry out the works will be made available to the Supplier, if required at the UKHSA site at 10 South Colonnade, London, E14 4PU during Working Days (Monday to Friday) during office hours (09:00 to 16:00).</p> <p>Dates and times to access the data at the above location will be agreed between both parties' representatives.</p> <p>Report versions</p> <p>The Supplier shall provide the valuation report to UKHSA by a date mutually agreed between both parties' representatives.</p> <p>During the course of the Services, the Supplier may show drafts of the Report to the Buyer, with the number of draft reports limited to two iterations. The Buyer will bring to the Supplier's attention any issues in the draft reports that the Buyer wishes to have clarified prior to the Report being finalised. If the Buyer does not raise an issue within two of receiving the latest draft report the Supplier shall be entitled to finalise the Report. A document remains draft for these purposes until it has been manually signed, or electronically signed using an Advanced Electronic Signature such as DocuSign, by the Supplier's (Grant Thornton UK LLP) partner or director.</p>
6. Specification		<p>The specification of the Deliverables is as set out in the Specification Document below. The Supplier shall be responsible for delivering Lot 2 of the Specification.</p> <div data-bbox="691 1541 786 1635" data-label="Image"> </div> <p>Valuation Specification FINAL U</p>
7. Start Date		<p>The Term shall commence when the contract is signed by both parties.</p> <p>The Supplier shall commence work on receipt of instructions from the Buyers representative.</p>

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8. Expiry Date	19 th December 2023
9. Extension Period	The Buyer may extend the Contract for a period of up to 3 months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The Conditions of the Contract shall apply throughout any such extended period.
10. Buyer Cause	Any Material Breach of: The Buyer's responsibility is to provide cash flow forecast information from the Lot 1 Supplier, as outlined in Specification included in Section 6 above. And the Buyer shall have no obligation to perform any obligations placed on it in the Specification unless specifically identified above.
11. Optional Intellectual Property Rights ("IPR") Clauses	Clause 10 of the Conditions (as amended by the provisions of Annex 5 Part A) provides that each Party retains its Existing IPR, and New IPR belongs to the Buyer (with a limited licence granted to the Supplier for performing its obligations under the Contract).
12. Charges	£14,000 excluding VAT and expenses (in accordance with UKHSA policy and guidelines) <u>Fee Assumptions</u> <ul style="list-style-type: none"> • Fee is based on the experience and seniority of the staff involved in this engagement. • Fee includes up to 2 rounds of discussions with the auditors of the Buyer to discuss the Deliverables. • Expenses include out-of-pocket expenses, which shall be agreed with the Buyer in advance of incurring such expenses. • there is no delay in the date of commencement of fieldwork after the Start Date; and • there are no periods during the engagement where it is necessary for all or part of the Supplier's team to stop their work due to information unavailability or inaccuracy. In such circumstances the Supplier will discuss this with the Buyer in advance of suspending their work; and • the Supplier will receive full co-operation from all relevant personnel at, and other professional advisers to, the Buyer; and • the Buyer shall promptly disclose to the Supplier all relevant accounting records and related information, which shall be accurate and reliable; and • any historical and forward-looking financial information provided to the Supplier will not require any substantial processing (including consolidation, de-consolidation, or reconciliation); and • there are no changes to the information once it is provided.
13. Payment	All invoices must be sent, quoting a valid purchase order number (PO Number), to:

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	<p>[REDACTED]</p> <p>Accounts Payable; UK Health Security Agency, Manor Farm Road, Porton Down, Salisbury, SP4 0JG UKHSA VAT No: GB888851648</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to</p> <p>[REDACTED]</p> <p>or by telephone</p> <p>[REDACTED]</p> <p>between 09:00-17:00 Monday to Friday.</p>
14. Data Protection Liability Cap	In accordance with clause 12.5 of the Conditions, the Supplier's total aggregate liability under clause 14.7(e) of the Conditions is no more than the Data Protection Liability Cap, being five hundred thousand pounds (£500,000).
15. Progress Meetings and Progress Reports	The Supplier shall attend progress meetings with the Buyer as required for the completion of the contract.
16. Buyer Authorised Representative(s)	<p>For general liaison your contact will continue to be</p> <p>[REDACTED]</p> <p>or, in their absence,</p> <p>[REDACTED]</p>

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17. Supplier Authorised Representative(s)	For general liaison your contact will continue to be <div style="background-color: black; width: 150px; height: 20px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 20px; margin-bottom: 5px;"></div> or, in their absence, <div style="background-color: black; width: 150px; height: 20px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 20px; margin-bottom: 5px;"></div>	
18. Address notices	for Buyer: <div style="background-color: black; width: 100px; height: 20px; margin-bottom: 5px;"></div> 10 South Colonnade London E14 4PU <div style="background-color: black; width: 150px; height: 20px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 20px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 150px; height: 20px; margin-bottom: 5px;"></div>	Supplier: <div style="background-color: black; width: 100px; height: 20px; margin-bottom: 5px;"></div> 30 Finsbury Square London EC2A 1AG <div style="background-color: black; width: 150px; height: 20px; margin-bottom: 5px;"></div> Email: <div style="background-color: black; width: 150px; height: 20px; margin-bottom: 5px;"></div>
19. Key Staff	<div style="background-color: black; width: 150px; height: 20px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 20px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 150px; height: 20px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 20px; margin-bottom: 5px;"></div>	
20. Procedures and Policies	For the purposes of the Contract the: The Buyer's Staff Vetting Procedures are: The Buyer may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (each such conviction a "Relevant Conviction"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables. The Buyer's security / data security requirements are: https://www.gov.uk/government/publications/security-policy-framework	

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	<p>Data Protection Officer Name: [REDACTED]</p> <p>The Buyer's additional sustainability requirements are:</p> <p>https://www.gov.uk/government/publications/environmental-and-sustainability-policy</p>
21. Special Terms	<p>Special Term 1 –</p> <p>Clause 12.4 of the Conditions is deleted and replaced with the following:</p> <p>“12.4 In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 8.5, 9.3(b), 10.5 or 33.2(b). In spite of clause 12.1, but subject to clause 12.3, the Supplier's total aggregate liability for the indemnity given under clause 10.14 shall not exceed two million pounds (£2,000,000).”</p> <p>Special Term 2 -</p> <p>Clause 12.5 of the Conditions is deleted and replaced with the following:</p> <p>“12.5 Notwithstanding clause 12.1, but subject to clauses 12.2 and 12.3, the Supplier's total aggregate liability under clause 14.7(e) shall not exceed the Data Protection Liability Cap.”</p>
22. Incorporated /terms	<p>The following documents are incorporated into the Contract. If there is any conflict, the following order of precedence applies:</p> <ul style="list-style-type: none"> a) The cover letter from the Buyer to the Supplier dated 12/10/2023 (if used) b) This Order Form c) Any Special Terms (see row 21 (Special Terms) in this Order Form) d) Conditions (as they may be amended by Annex 5 – Optional IPR Clauses) e) The following Annexes in equal order of precedence: <ul style="list-style-type: none"> i. Annex 1 – Processing Personal Data

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Signed for and on behalf of the Supplier	Signed for and on behalf of the Buyer
<div></div>	
Date Signed: 25 October 2023	Date Signed: 25/10/2023

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II. Annex 1 – Processing Personal Data**A. Part A - Authorised Processing Template**

Contract:	C202706
Date:	25/10/2023
Description of authorised processing	No Personal Data is being exchanged as part of this contract.
Identity of Controller and Processor for each category of Personal Data	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation:</p> <p>(a) the Client is the Controller and the Service Provider is the Processor in respect of the following:</p> <ul style="list-style-type: none"> · any processing of the contact details of employees, agents, consultants and contractors of either party engaged in the performance of obligations under the contract; <p>(b) the Client and the Service Provider are independent Controllers for the purposes of the Data Protection Legislation in respect of the following (and in which case the Parties shall comply with their obligations under the Data Protection Legislation):</p> <ul style="list-style-type: none"> · any processing related to the removal of access of any Service Provider personnel to an Affected Property.
Subject matter of the processing	<p>The processing under (a) above is needed in order to ensure that the Parties can effectively perform their obligations under the contract.</p> <p>The processing under (b) above is needed to ensure the safe and effective performance of the contract and to inform any relevant internal employment-related processes of the Service Provider.</p>
Duration of the processing	For the duration of the contract.
Nature and purposes of the processing	The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means).

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Type of Personal Data	Names and email addresses of staff managing the contract.
Categories of Data Subject	Staff (including agents and temporary workers), consultants, suppliers, contractors and other representatives of the Parties.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	All data to be destroyed after the termination or expiry of the contract, except as required pursuant to law, regulation or Supplier's risk and compliance policies.
Locations at which the Supplier and/or its Subcontractors process Personal Data under this Contract	At Supplier's site
Protective Measures that the Supplier and, where applicable, its Subcontractors have implemented to protect Personal Data processed under this Contract against a breach of security (insofar as that breach of security relates to data) or a Personal Data Breach	<p>Attached explanation of GT procedures</p>  <p>Grant Thornton - Data Protection proce</p>