

**DPS Schedule 6 (Order Form Template and Order Schedules)**

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# **DPS Schedule 6 (Order Form Template and Order Schedules)**

## **Order Form**

**UKHSA Evaluation of Effectiveness of National testing for SARS-CoV-2 in England**

ORDER REFERENCE: C80260/PRO5331

THE BUYER: Secretary of State for Health and Social Care  
acting as part of the Crown through the UK Health  
Security Agency

BUYER ADDRESS Nobel House, 17 Smith Square, London, SW1P 3HX

THE SUPPLIER: Ernst and Young LLP

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

REGISTRATION NUMBER: OC300001

DUNS NUMBER: 05-836-9562

DPS SUPPLIER REGISTRATION SERVICE ID: **25126**

### **APPLICABLE DPS CONTRACT**

This Order Form is for the provision of the Deliverables and dated 15<sup>th</sup> August 2022.  
It's issued under the DPS Contract for the provision of Evaluation of the  
effectiveness of Mass Testing for SARS-CoV-2 in England

### **DPS FILTER CATEGORY(IES):**

Filtered for Public Health / Adult Social Care / Child Social Care  
Reference :25126

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**ORDER INCORPORATED TERMS**

The following documents are incorporated into this Order 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 Order Special Terms and Order Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation)
3. The following Schedules in equal order of precedence:
  - Joint Schedules:
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 6 (Key Subcontractors)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
    - Joint Schedule 12 (Supply Chain Visibility)
  - Order Schedules for PRO5331/C80260 Order reference number
    - Order Schedule 1 (Transparency Reports)
    - Order Schedule 2 (Staff Transfer)
    - Order Schedule 3 (Continuous Improvement)
    - Order Schedule 5 (Pricing Details)
    - Order Schedule 7 (Key Supplier Staff)
    - Order Schedule 8 (Business Continuity and Disaster Recovery)
    - Order Schedule 9 (Security)
    - Order Schedule 10 (Exit Management)
    - Order Schedule 15 (Order Contract Management)
    - Order Schedule 18 (Background Checks)
    - Order Schedule 20 (Order Specification)
4. CCS Core Terms (DPS version) v1.0.3
5. Joint Schedule 5 (Corporate Social Responsibility)
6. [Order Schedule 4 (Order Tender) as long as any parts of the Order 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 Order Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

**ORDER SPECIAL TERMS**

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The following Special Terms are incorporated into this Order Contract:

**UKHSA Special Terms**

Special Term 1: The supplier will engage a suitable Behavioural Science Academic, to be approved by UKHSA (such approval not to be unreasonably withheld) in time for the first Advisory Board meeting (Approximately 20<sup>th</sup> September).

Special Term 2: Append to Order Schedule 18 (Background Checks):

**4.0 BPSS Checks**

- 4.1 The Supplier must ensure that a BPSS for all staff is submitted, with an update provided within 4 weeks of commencement of work. Confirmation of BPSS should be emailed to [REDACTED]
- 4.2 The Buyer may instruct the Supplier to stop Supplier Staff or other individuals from working on the contract where confirmation of BPSS is not provided within 4 weeks of commencing work under the contract.
- 4.3 Where Supplier Staff or other individuals are not based in the UK, the Buyer may, at its sole discretion, accept alternative vetting processes that demonstrate equivalence with BPSS.

**Special Term 3:**

**Order Schedule 9 (Security)**

The Supplier shall ensure that any systems used to store, process, transmit or otherwise share Buyer information are pre-approved by the Buyer and the details of such systems including potential risks and mitigations are included in the Supplier Security Management Plan.

**EY Special Terms:**

Special term 1 - The Buyer is only liable to reimburse the Supplier for any expense or any disbursement which is

- (i) specified in this Contract or
- (ii) which the Buyer has Approved prior to the Supplier incurring that expense or that disbursement. The Supplier may not invoice the Buyer for any other expenses or any other disbursements;

Special term 2 – the following definition shall be inserted into Joint Schedule 1 (Definitions):

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**“wilful misconduct”** 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 or a Subcontractor is aware both that so acting or omitting to act would be a breach of duty, and that there is a significant risk that so acting or omitting to act may cause substantial 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 3 – the following new clause shall be inserted at section 10.5 of the Core Terms:

10.5.1 The Supplier can terminate a Order 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. The Supplier acknowledges that the Buyer may recover from the Supplier reasonable costs associated with procuring replacement Services for the remainder of the Order Contract.

Special Term 4 –

Subject to applicable law, the Supplier may provide information provided by or on behalf of the Buyer (“Client Information”) to other members of the global network of Ernst & Young firms (“EY Firms”), each of which is a separate legal entity, the Supplier’s or other EY Firms’ subcontractors, members, shareholders, directors, officers, partners, principals or employees (“EY Persons”) and external service providers of the Supplier, other EY Firms, or EY Persons (“Service Providers”) who may collect, use, transfer, store or otherwise process it (collectively “Process”) in various jurisdictions in which they operate for purposes related to:

- (1) the provision of the Services;
  - (2) complying with regulatory, and legal obligations to which the Supplier is subject;
  - (3) conflict checking;
  - (4) risk management and quality reviews; and
  - (5) internal financial accounting, information technology and other administrative support services (collectively “Processing Purposes”).
- The Supplier shall be responsible for maintaining the confidentiality of Client Information regardless of by whom such Information is Processed on its behalf.

For the Processing Purposes referred to above, the Supplier and other EY Firms, EY Persons and Service Providers may Process Client Information

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relating to identified or identifiable natural persons ("Personal Data") in various jurisdictions in which they operate (EY office locations are listed at [www.ey.com](http://www.ey.com)<<http://www.ey.com>>>). The transfer of Personal Data within the EY network is subject to EY Binding Corporate Rules policies (listed at [www.ey.com/bcr](http://www.ey.com/bcr)<<http://www.ey.com/bcr>>>). The Supplier will Process Personal Data in accordance with data protection requirements under applicable law and professional regulations including (without limitation) Data Protection Act 2018 and with its coming into force, the EU General Data Protection Regulation 2016/679 and any legislative instrument, law or regulation that may supersede or amend it. The Supplier will require any Service Provider that Processes Personal Data on its behalf to adhere to such requirements. For Services where the Supplier acts as processor processing Personal Data on the Buyer's behalf, appropriate data processing terms will be included in this Call Off Contract in Joint Schedule 11. For the avoidance of doubt, the Supplier is acting as a Controller of Personal Data that it Processes for the Processing Purposes as defined in paragraph 4 sub-sections (2), (3), (4) and (5) above.

The Buyer warrants that it has the authority to provide Personal Data to the Supplier in connection with the performance of the Services and that any Personal Data provided to the Supplier has been Processed in accordance with applicable law.

**Special Term 5**

Clause 9.2 shall be amended as follows:

Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period. This will not apply to any development of the Open Source economic model which has been developed by the Oxford Modelling Group of the Big Data Institute of the University (available at [www. CoMo Consortium – The COVID-19 International Modelling Consortium \(bmj.com\)](http://www.CoMoConsortium.com)) created as part of the Services. This will remain owned by the University and will be made available on an Open Source basis for the Supplier and Buyer to access. ORDER START DATE: 26<sup>th</sup> August 2022

ORDER EXPIRY DATE: 31<sup>st</sup> March 2023

ORDER INITIAL PERIOD: 8 Months

**DELIVERABLES**

Option B: See details in Order Schedule 20 (Order Specification)

RM6126 - Research & Insights DPS

Project Version: v1.0

Model Version: v1.3

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**MAXIMUM LIABILITY**

The limitation of liability for this Order 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 £3,049,752

**ORDER CHARGES**

Option A:

<b>Milestone</b>	<b>Deliverable</b>	<b>% of Total Price</b>	<b>Value</b>
1	Delivery and acceptance of implementation plan	████	████
2	Evaluation protocol is agreed and can be made public on an open science platform	████	████
3	Draft Final Report Submitted	████	████
4	Final Report Suitable for publication	████	████
5	All information (including raw and analysed data) from the evaluation transferred to UKHSA	████	████
	Six monthly payments of 5% (████ of the initial contract value to be invoiced on the last day of August 2022 to January 2023 (30%))	████	████
<b>Grand Total</b>			<b>£3,049,752</b>

The rates to be used for calculating the costs of Variations are as follows:

<b>Rank</b>	<b>Resource Name</b>	<b>UKHSA Day Rate</b>
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[illegible]

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Accounts Payable;  
UK Health Security Agency,  
Manor Farm Road,  
Porton Down,  
Salisbury,  
SP4 0JG  
UKHSA VAT No: GB888851648

**BUYER'S AUTHORISED REPRESENTATIVE**

[REDACTED]

UK Health Security Agency, Noble House, 17 Smith Square, London, SW1P 3HX

**BUYER'S ENVIRONMENTAL POLICY**

[Environmental and sustainability policy - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/environmental-policy)

**BUYER'S SECURITY POLICY**

<https://www.gov.uk/government/publications/security-policy-framework>

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

[REDACTED]

[REDACTED]

[REDACTED]

EY, 1 More London Place, London, SE1 2AF

**SUPPLIER'S CONTRACT MANAGER**

[REDACTED]

EY, 1 More London Place, London, SE1 2AF

**PROGRESS REPORT FREQUENCY**

On the first Working Day of each calendar month

**PROGRESS MEETING FREQUENCY**

Quarterly on the first Working Day of each quarter]

**KEY STAFF**

[REDACTED]



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EY, 1 More London Place, London, SE1 2AF



EY, 1 More London Place, London, SE1 2AF

**KEY SUBCONTRACTOR(S)**

Oxford University Innovation Limited  
Buxton Court  
3 West Way  
Oxford  
OX2 0JB

RQL Consulting UK Ltd.  
32 Queens Drive  
Thames Ditton  
Surrey  
United Kingdom  
KT7 0TW

**E-AUCTIONS**

Not applicable

**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

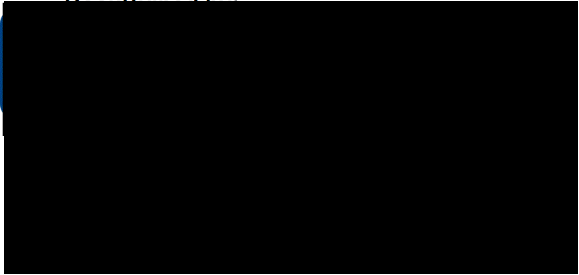

**GUARANTEE**

Not applicable

**SOCIAL VALUE COMMITMENT**

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Not applicable

For and on behalf of the Supplier:	For and on behalf of the Buyer:
<div>DocuSigned by: </div> <div>Date Signed: 1 September 2022</div>	<div>DocuSigned by: </div> <div>Date Signed: 05/09/2022</div>