



Enclosed:

- ▶ Copy of this letter with appendix A for you to sign and return
- ▶ Appendix A – Work Order for this engagement
- ▶ Appendix B – Data to be processed by EY

## **Appendix A: Work Order**

ORDER REFERENCE:	3191898
CALL-OFF REFERENCE:	CCZP20A03 (CSHR Call-Off to RM6145)
CALL-OFF LOT(S):	Lot 6
THE CUSTOMER:	The UK Health Security Agency
CUSTOMER ADDRESS	Nobel House, Smith square, London, SW1P
THE SUPPLIER:	Ernst & Young LLP (EY)
SUPPLIER ADDRESS:	1 More London Place, London SE1 2AF
REGISTRATION NUMBER:	OC300001

This work order ('WO'), dated 21 December, 2022, is made by the UK firm of Ernst & Young LLP, a limited liability partnership incorporated under English Law with registered number OC300001 and registered office and principal place of business at 1 More London Place, London SE1 2AF ('we' or 'EY') and the UK Health Security Agency ('UKHSA', 'you' or 'Customer'), pursuant to the CSHR Call-Off Contract – with reference CCZP20A03 – The Provision of CSHR Learning 2020 Call Off Lot 6, dated 7 October 2020, between EY and Civil Service Human Resources, on behalf of Government Learning Frameworks subscribers, issued under the Framework Contract with the reference number RM6145 for the provision of Learning and Development (the 'Agreement').

This WO incorporates by reference, and is deemed to be a part of, the Agreement. The additional terms and conditions of this WO shall apply only to the Services covered by this WO and not to services covered by any other WO pursuant to the Agreement. Capitalised terms used, but not otherwise defined, in this WO shall have the meanings in the Agreement, and references in the Agreement to 'you' or 'Customer' shall be deemed references to you.

### **1. Background and Objectives**

UKHSA was formed on 1 October 2021. Since then, the senior leadership team within Health Protection Operations (the 'SLT') has experienced rapid change. Following such change, the SLT is now beginning to settle and has acknowledged the need for additional support from an external provider to build a high-performing leadership team.

An initial assessment is required in order to acutely understand the SLT's requirement, but the desired outcomes of the Services are as follows:

- Formation of a high-functioning SLT, with understanding in the SLT of how lessons learned from the Services can be applied to SCS1s and their teams in UKHSA; and





Any Change to the timetable of the engagement outlined in this WO will be agreed with you via the Change Control Process set out in this WO.

#### 4. Reporting and Performance Measurement

We will provide you with monthly progress updates and, meet with you at the conclusion of these Services to review our results.

During delivery, EY will collect feedback (using standardised survey questions) following each workshop delivery and a review will be carried out to agree content for the next session.

Following completion of the Programme in September 2023, we will conduct a 1-hour programme review Teams call with you to review evaluation data and produce a close out report.

#### 5. Key personnel

UKHSA

Role	Name	Responsible for
Health Protection Chief of Staff	██████████	Primary point of contact for the engagement
Director General, Health Protection Operations	██████████	The individual who will sign off on the Deliverables where applicable

EY

Role	Name	Responsible for
Engagement Partner	██████████	Accountable for the overall delivery of the Services.
Engagement Facilitator	██████████	Delivery of the Programme
Account Manager	██████████	Your primary point of contact. A point of contact for the engagement and your EY relationship. Advisory on further initiatives
Delivery Lead	██████████	Responsible for operational aspects of the Services. Drives the project plan, capturing all Deliverables, deadlines and dates of delivery.

If any team member is unavailable, EY will provide reasonable prior notice and endeavour to replace him/her with another member with suitable skills and experience.

#### 6. Your obligations

Should you not fulfil your obligations and responsibilities set out in this WO we will not be responsible for any delay in the timetable for the engagement or impact on the quality of the outcome.

In the event you do not fulfil your obligations and responsibilities we reserve the right to charge you for any additional resources or time required to complete the agreed scope of Services, where applicable.

Any Change to the engagement as a result shall be agreed in accordance with the Change Control Process set out in this WO.

Specific obligations on your part underpinning our approach and anticipated quality of outcome are:

- You will provide access to stakeholders to support meetings, discussions, workshops and other points of engagement as will be mutually agreed;
- You will identify participants of all sessions/workshops;
- You are responsible for all administration relating to virtual delivery (including but not limited to scheduling and issuing Microsoft Teams invitations);
- Where delivery is in person, you will ensure that (i) the venue is suitable for delivery (as deemed by EY), and (ii) delivery personnel can access the venue with no disruption;
- You will respond promptly to queries as they may arise; 'promptly' shall mean within one business day of the query;
- You will provide resources with appropriate skills and experience to fulfil their responsibilities and to undertake and complete tasks agreed.
- You will make prompt decisions so as to not delay project activities / impede the Services. For this purpose, prompt shall mean with respect to the review of Deliverables, any applicable timelines set out in this WO, and with respect to any other decision, within one business day of the request for the decision;
- You will provide timely notification to a nominated representative, [REDACTED], of information that will or may reasonably be expected to impede project activities, delivery of the Services or of the Deliverables. For this purpose, timely shall mean within one business day of becoming aware of such information;
- You are responsible for all management decisions relating to the Services;
- You will pay invoices in line with the Government commitment to pay 100% of all undisputed and valid invoices within 30 days. Government departments are required to report their performance against these payment targets on a quarterly basis on [GOV.UK](https://www.gov.uk); and
- You will provide us with a contact in your finance department to assist with invoice processing.

## 7. Assumptions

We assume that the scope of this WO and intended outcomes thereof (as outlined in section 1 above) have been shared with SLT members and that SLT members will engage with EY accordingly throughout this engagement.

## 8. Covid Secure Environments: Non-Government Estate Delivery and Government Estate Delivery

For face-to-face learning, all parties must adhere to the Health and Safety at Work Act 1974 legislation as a minimum standard and also follow UK Government Covid guidelines, as laid down in the Health & Safety Executive ('HSE') advice, when learning delivery takes place on either Government or non-Government estates.

Additionally, Supplier/Facilitator personnel must follow individual Departmental Covid-19 policy/guidance requirements when on Government estate where these differ from standard HSE guidance.

## 9. Intellectual Property Rights

### *Existing IPRs*

In accordance with clause 9 of the aforementioned CSHR Call-Off Contract, UKHSA shall not acquire any right, title or interest in or to the Intellectual Property Rights of EY or its licensors, namely the Supplier Existing IPR and the Third Party IPR.

The Supplier Existing IPR relevant to the Services is as follows:

EY's 'High Performing Team' diagnostic tool.

The Third Party IPR relevant to the Services is as follows:

There is no Third Party IPR relevant to the Services.

EY shall not acquire any right, title or interest in or to the Intellectual Property Rights of UKHSA or its licensors, including the Buyer Existing IPR and New IPRs.

The Buyer Existing IPR is as follows:

There is no Buyer Existing IPR relevant to the Services.

### *New IPRs*

The New IPRs created under this engagement, which will belong to UKHSA, are as follows:

Discovery report (in PPT format);  
 11 diagnostic reports (in PDF format);  
 Content of the workshops (in PPT format); and  
 Close-out and evaluation report (in PPT format).

Should you wish to review clause 9 of the CSHR Call-Off Contract, it can be accessed via <https://www.contractsfinder.service.gov.uk/Notice/53a0ffff-bc62-4a33-97b9-5864ddd5391f>.

## 10. Fees, Expenses, Billing and Payment Terms

As agreed, the fee for the Services outlined in this WO is a fixed fee of **£172,494**. This fee is exclusive of VAT and inclusive of expenses and will be payable in accordance with the following schedule:

Invoice number	Services rendered	Invoice value (ex VAT)	Invoice date (2023)
1	[REDACTED]	[REDACTED]	30 January
2	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	28 February
3	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	31 March

4	[REDACTED] [REDACTED] [REDACTED]	[REDACTED]	28 April
5	[REDACTED] [REDACTED] [REDACTED]	[REDACTED]	29 May
6	[REDACTED] [REDACTED] [REDACTED]	[REDACTED]	28 June
7	[REDACTED] [REDACTED] [REDACTED]	[REDACTED]	28 July
8	[REDACTED]	[REDACTED]	15 September

- Payment Methods: EY Account Number: 20355232; Sort code: 20-00-00; SWIFT: BARCGB22 and IBAN GB27BARC20000020355232
- Invoice Address: United Kingdom Health Security Agency, Financial Operations and Control, Porton Down, Salisbury, Wiltshire, SP4 0JG
- Invoices to be sent via email to: [REDACTED]
- Authorised Person: [REDACTED]
- Payment Details: Professional services outlined with associated fees and VAT

By signing this WO you acknowledge and accept that the Services shall not commence until EY is in receipt of a valid purchase order covering the amount of £172,494 (excluding VAT).

You will pay invoices in line with the Government commitment to pay 100% of all undisputed and valid invoices within 30 days.

## 11. Cancellation terms

In accordance with the CSHR Call-Off Contract, the following cancellation terms apply to this engagement:

If a buyer/booker/customer submits a request to cancel or amend a booking, the following cancellation policy applies:

- 16 working days or more before the commencement date the buyer/booker/customer will not be charged.
- 11 to 15 working days before the commencement date the buyer/booker/customer will be charged 30% of the total cost.
- Less than 11 working days before the commencement date the buyer/booker/customer will be charged 100% of the total cost.
- If design work has been commissioned cancellation charges will be chargeable for costs incurred at point of cancellation.

## 12. Change Control

The Change Control Process set out in this clause is intended to help the parties manage the scope of the Services, the engagement timeline, the engagement budget, and to provide a vehicle for an analysis and approval of Changes and to determine the impact of Changes on the overall engagement. Either party may propose Changes in accordance with the following Change Control Process.

The party requesting the Change will deliver a 'Change Request' to the other party. The Change Request will describe the nature of the proposed Change, articulate a reason for the Change and details of the likely impact, if any, on the schedule for the performance of the Services, scope, and fees.

The parties will evaluate and negotiate the Change Request, and any resulting impact on the schedule for the performance of the Services, scope and equitable adjustment of the fees (if any), in good faith.

If both parties agree to implement the Change Request, including any resulting equitable adjustments to the fees and the schedule for the performance of the Services, the parties will each execute the Change Request, indicating their respective acceptance of the Change. EY will be under no obligation to implement a Change Request until both parties have signed it.

An executed Change Request will be deemed a Change Order, amending this WO, and shall become effective as of the latter of the parties' signatures on such Change Order.

To the extent there is any conflict between the terms of the fully executed Change Order and the terms of this WO, or between the terms of such Change Order and those of a previous fully executed Change Order, the terms and conditions of the most recent fully executed Change Order will prevail.

The following definitions apply:

- 'Change Control Process' means the process to review and agree upon Change Orders, as described in this clause;
- 'Change Order' means a mutually-agreed document signed by authorised representatives of both parties in accordance with the Change Control Process to document a Change; and
- 'Change' means a revision to the scope of the Services, the timeline, the budget, the Deliverables or any other applicable change to this WO

## Appendix B – Data to be processed by EY

The table below outlines the data that EY anticipates processing over the course of this engagement.

<b>Tool / system used</b>	MS Office 365
<b>Data description</b>	Names and email addresses of participants, responses to the HPT Diagnostic tool
<b>'Type'<sup>1</sup> of data</b>	Business Card Data Other – Inputs into the HPT Diagnostic tool
<b>Volume of data</b>	██
<b>Duration of data</b>	9 months: January 2023 – September 2023
<b>Location of data</b>	UK

### Roles under GDPR

<b>Data Controller</b>	UKHSA
<b>Data Processor</b>	EY

<sup>1</sup> **Data 'type':** Business card data - name, department, work email, work phone, etc; ESFA data - data required by the Education & Skills Funding Agency which includes address, national insurance number, etc.; Special category data - particularly sensitive data such as ethnicity, sexual orientation, etc.; Address data - information on current and former addresses; Learning records - e.g. scores, assessments, course progress; and 'Other'.