



CONTRACT FOR THE PROVISION OF FINANCIAL MODELLING AND
MANAGEMENT INFORMATION SERVICES RELATING TO THE VACCINE
PROGRAMME

**TO THE DEPARTMENT FOR BUSINESS, ENERGY AND INDUSTRIAL
STRATEGY**

Purchase Order Number: [REDACTED]

DUNS Number: 733367952

This Contract is dated 7th October and is made between:-

1. **The Secretary of State for Business, Energy and Industrial Strategy** [“(the Authority)”] of 1 Victoria Street, London SW1H 0ET, acting as part of the Crown;

and
2. **PricewaterhouseCoopers LLP** (the “Contractor”) whose registered office is at 1 Embankment Place, London WC2N 6RH.

INTRODUCTION

- (A) On the 28th August 2020 the Authority issued an invitation to quote for the provision of Financial Modelling and Management Information Support this including the specification a copy of which is set out in Schedule 1 (the “Specification”).
- (B) In response the Contractor submitted a proposal dated 11th September 2020 and entitled Department for Business, Energy and Industrial Strategy Financial Modelling and Management Information Services for the Covid Vaccine Programme explaining how it would provide the services a copy of which is set out in Schedule 2 (the “Proposal”).
- (C) The Specification and the Proposal were supplemented by the correspondence copies of which are set out in Schedule 4 (the “Correspondence”).

The parties agree as follows:-

1. SUPPLY OF SERVICES AND PRICE

In consideration of payment by the Authority to the Contractor of the sum of £119,220 (/exclusive of Value Added Tax) (the “Contract Price”) and in accordance with (a) the Specification; (b) the Proposal; and (c) the Authority’s amended Standard Terms and Conditions of Contract for Supplies/Services (the “Standard Terms”) (a pre-amendments copy



of which was issued by the Authority with the Request for Proposal and the agreed amended version is attached at Schedule 3); the Contractor shall provide the Services described in the Specification and the Proposal to the Authority.

2. COMMENCEMENT AND CONTINUATION

This contract shall commence on 26th October 2020 and subject to any provisions for earlier termination contained in the Standard Terms shall continue for a period of six weeks.

3. TERMS AND CONDITIONS

3.1 The Standard Terms shall form part of this Contract.

3.2 The original Standard Terms have been amended as indicated by the mark-up within the attachment at Schedule 3.

These amendments are for the purposes of this Contract only and do not set a precedent for future contracts between the Contractor and the Authority.

3.3 The following additional terms also apply to this Contract – N/A

3.4 The Contractor's Standard Terms and Conditions of business shall not apply to this Contract.

3.5 This Contract is formed of these clauses and the Schedules hereto. Any other attachments are provided for information purposes only and are not intended to be legally binding. In the event of any conflict or inconsistency, the documents prevail in the following order:

- a) these clauses
- b) the Standard Terms as attached at Schedule 3
- c) the Specification
- d) and finally, the Proposal

3.6 The terms set out in paragraphs 8 and 9 of this Purchase Order shall be treated as specific terms for the purpose of clause 25 (Special Provisions) of the Standard Terms.

4. CONTRACTOR'S OBLIGATIONS

4.1 Where the Contractor is supplying goods to the Authority these shall be delivered to the Authority in full compliance with the Specification and shall be of satisfactory quality and fit for purpose. Where the Contractor is performing services for the Authority it shall do so in



accordance with the Specification and exercise reasonable skill and care.

5. MANAGEMENT AND COMMUNICATIONS

- 5.1 The Contractor shall deliver the Services under the direction of the Authority.
- 5.2 Any direction by the Authority may be given by [REDACTED] (the “Contract Manager”) who is an officer of the Authority of 1 Victoria Street, London SW1H 0ET or such other person as is notified by the Authority to the Contractor in writing.
- 5.3 The Contractor appoints [REDACTED] of 7 More London Riverside, London, SE1 2RT to be the Contractor’s first point of contact for this Contract. All queries to the Contractor from the Authority’s Contract Manager shall initially be addressed to the Contractor’s first point of contact.
- 5.4 The Contractor’s first point of contact and the Contract Manager shall meet as often as either the Contractor or the Authority may require to review the Contractor’s performance of the Contract.

6. INVOICES AND PAYMENT

- 6.1 Subject to the Contractor providing the Services to the Authority in accordance with this Contract and submitting invoice/s to the Contract Manager in the manner reasonably required by the Contract Manager payment will be made by the Authority to the Contractor in accordance with Clause 11 of the Standard Terms.
- 6.2 The Contractor shall submit invoices to the Authority on a monthly basis in accordance with Clause 11 of the Standard Terms.

7. TRANSPARENCY

- 7.1 The Authority is required to publish information about this contract within the Official Journal of the European Union and through the Governments Transparency website, Contracts Finder.
- 7.2 The Authority reserves the right to publish this contract in accordance with HMG’s transparency objectives. Notwithstanding this, the Authority shall take reasonable steps to notify the Contractor prior to such publication to the extent that it is permissible and reasonably practical for it to do so.

8. SPECIFIC PROVISIONS RELATING TO MODELLING AND MANAGEMENT INFORMATION (“MI”)



[Redacted text block]

[Redacted text block]

[Redacted text block]

- [Redacted list item]
- [Redacted list item]

[Redacted text block]

[Redacted text block]

[Redacted text block]



9. ADDITIONAL PROVISIONS

- 9.1 The Authority's responsibilities include the timely provision of the following to the Contractor:
- Input, information and decisions throughout the engagement;
 - Access to relevant stakeholders, both internal and external to the Authority;
 - Review and approval of the specification;
 - Confirmation of the assumptions to be used; and
 - Review and testing of the modelling and MI, and any other deliverables.
- 9.2 The Contractor's advice, including any financial model or MI that the Contractor has prepared, is not the only factor the Authority should take into account when deciding whether or not to proceed with a course of action and it is the Authority's decision alone as to whether or not to proceed. As an independent contractor, the Contractor is not responsible for the management of the Authority or its operations or the implementation of the Contractor's advice, and the Authority, its employees and other contractors must use professional business judgement regarding the subject of this engagement.
- 9.3 Part of this work will be conducted by the Contractor's actuaries. The Financial Reporting Council ("FRC") oversees the use of Technical Actuarial Standards ("TAS") by actuaries. The FRC requires actuaries to comply with the TASs for technical actuarial work. To the extent that work relating to this contract is conducted by the Contractor's actuaries, the Contractor will plan, conduct and report on its work in accordance with those standards. The FRC considers that matters are material if they could, individually, or collectively, influence the decisions to be taken by the user of the related actuarial information. It accepts that assessing materiality is a matter of reasonable judgement which requires consideration of the user and the context in which the work is performed and reported.
- 9.4 The Contractor will only supply people to work on this Contract who are vetted to BPSS security level or above.
- 9.5 Some of the third party vaccine developers whose vaccines fall within the scope of this modelling and MI work may themselves be clients of the Contractor. If this is the case, the Contractor will agree and apply ethical walls as required from the time the conflict is identified and throughout the work.



Signed by the parties' duly authorised representatives:-

For the Secretary of State for Business, Energy and Industrial Strategy

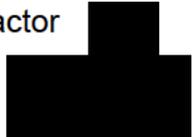
Signature: ... 

Print Name: ... 

Job Title:Programme Director.....

Date:.....21/10/2020.....

For the Contractor

Signature: ... 

Print Name: ... 

Job Title: Partner

Date: 23 October 2020

The following Schedules form part of this Contract:

- Schedule 1 The Authority's Specification
- Schedule 2 The Contractor's Proposal
- Schedule 3 The Authority's Amended Standard Terms & Conditions of Contract for
Supplies/Services
- Schedule 4 Correspondence
- Schedule 5 Acceptance Letter Template



Schedule 1- The Authority's Specification



BEIS%20Specification.docx



Schedule 2- The Contractor's Proposal



BEIS vaccine
programme financial



Schedule 3- The Authority's Amended Standard Terms & Conditions of Contract for Supplies/Services



Finance Modelling
and MI BEIS terms_Up



Schedule 4 - Correspondence



RE_Tender
Clarification Questions



Department for
Business, Energy
& Industrial Strategy

Schedule 5 - Acceptance Letter Template

The Secretary of State for Business, Energy and Industrial Strategy
1 Victoria Street
London SW1H 0ET

Attn: [REDACTED]

[Date]

Dear Sirs

Acceptance Letter for Financial Modelling and Management Information Support

We refer to our agreement dated [insert date] relating to the development by us of a financial model and management information (the “services”).

We have prepared versions [x] and [y] of the financial model and management information called [exact names] (collectively the “model”).

This model may now be used by you subject to the terms of the agreement referenced above and our having received your confirmation on the matters set out below.

You agree that

- through reviewing and testing the model, it is in accordance with your requirements.
- we have completed the services.

Please confirm your agreement to the terms of this letter by returning a signed copy of it to us.

Yours faithfully

[REDACTED]

For and on behalf of PricewaterhouseCoopers LLP

Copy letter to be returned to PricewaterhouseCoopers LLP

I accept the contents of this letter for and on behalf of The Secretary of State for Business, Energy and Industrial Strategy

.....
Signed

.....
Position

.....
Date