Proposal to serve

State of South Carolina Emergency Management Division

Disaster Recovery Contract Support   
Attachment 1 - Exceptions

June 1, 2022

Exceptions

As part of our response to the RFP, we have reviewed the terms and conditions set forth therein. While we are willing to enter into an engagement agreement based on the proposed terms, we do have comments about certain terms therein and have set out those comments below. While we have tried to be thorough, we cannot guarantee we have identified all issues that may arise during the process of finalizing the engagement agreement. Our proposal to provide services is contingent on the execution of a mutually satisfactory engagement agreement between us and we expect to resolve any open items related to engagement terms to our mutual satisfaction.

**VII. TERMS AND CONDITIONS - A. GENERAL**

DISPUTES (JAN 2006)

In the event a client views our services as having been rendered otherwise than in compliance with the agreement, our approach is to enter into good-faith discussions with the client to arrive at a mutually acceptable resolution of the matter. Our firm policy favors the speedy and amicable resolution of disputes through mediation and arbitration conducted in accordance with the Rules for Non-Administered Arbitration of the CPR International Institute for Conflict Prevention and Resolution.

PUBLICITY (JAN 2006)

Our agreements generally provide that a client cannot use our name without our prior consent.

**VII. TERMS AND CONDITIONS - B. SPECIAL**

CONTRACTOR’S LIABILITY INSURANCE - GENERAL (FEB 2015)

EY can comply with the types and limits of insurance required. While we can agree to commercially reasonable insurance terms, we may need to seek certain changes to this section consistent with our firm policy on such matters.

Waiver of subrogation - EY is a private company and, as an accounting/audit firm, it operates in a highly regulated industry. As such, our compliance groups, including Independence, require that we are consistent in our terms and conditions with clients/vendors. We cannot be seen as providing more favorable terms to one client vs. another client and thus don’t typically agree to waivers of subrogation.

INDEMNIFICATION-THIRD-PARTY CLAIMS - GENERAL (NOV 2011)

We generally neither request nor provide indemnities. We do on occasion agree to mutual indemnities with our clients for bodily injury or damage to tangible property to the extent directly caused by our negligence or misconduct and for intellectual property infringement caused by our deliverables, subject to customary commercial exceptions.

OWNERSHIP OF DATA and MATERIALS (JAN 2006)

Our clients generally own our reports and other deliverables provided to them, subject to restrictions on their distribution to third parties and our retention of ownership of certain data, modules, leading practices and specifications developed or used by EY or its licensors, or to which EY otherwise has rights, including enhancements and improvements developed in the course of performing the services.

TERMINATION FOR CONVENIENCE (JAN 2006)

Our agreements generally provide that we may terminate immediately if we reasonably determine that we can no longer provide the Services in accordance with applicable law or professional obligations.

Other matters of inclusion in the final agreement:

Limitation of Liability - We generally limit our total aggregate liability under an Agreement to the fees paid to EY for the services under which any liability is principally alleged to arise. We generally provide that EY will not in any case be liable for consequential, incidental, indirect, punitive or special damages, or attorney’s fees.

EY | Building a better working world

EY exists to build a better working world, helping create long-term value for clients, people and society and build trust in the capital markets.

Enabled by data and technology, diverse EY teams in over 150 countries provide trust through assurance and help clients grow, transform and operate.

Working across assurance, consulting, law, strategy, tax and transactions, EY teams ask better questions to find new answers for the complex issues facing our world today.

EY refers to the global organization, and may refer to one or more, of the member firms of Ernst & Young Global Limited, each of which is a separate legal entity. Ernst & Young Global Limited, a UK company limited by guarantee, does not provide services to clients. Information about how EY collects and uses personal data and a description of the rights individuals have under data protection legislation are available via ey.com/privacy. EY member firms do not practice law where prohibited by local laws. For more information about our organization, please visit ey.com.

Ernst & Young LLP is a client-serving member firm of Ernst & Young Global Limited operating in the US.

© 2022 Ernst & Young LLP.  
All Rights Reserved.

2205-4038502

ey.com