

**Provider Market Oversight (PMO) Framework: Forensic Accounting and  
Investigation Support Services**

**Engagement Letter (Lot 2)**

<b>Engagement Number</b> (to be quoted on all correspondence)	PMO/L2/03
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	<b>From</b>	<b>To</b>
<b>Name</b>	DfE  The Secretary of State for Education	Contractor:  TIAA Limited
<b>Address</b>	Sanctuary Buildings, 20 Great Smith Street, London, SW1P 3BT	TIAA Limited, Artillery House, Fort Fareham, Newgate Lane, Fareham, Hampshire, PO14 1AH ( <i>registered in England and Wales under number 04546319</i> ) whose registered office is the above address.
<b>Invoice Address (If different)</b>	Department for Education PO Box 407 SSCL Phoenix House, Celtic Springs Bus. Park Newport NP10 8FZ	
<b>Name</b>	<Redacted under S40 of the FOIA>	<Redacted under S40 of the FOIA>
<b>Email</b>	<Redacted under S40 of the FOIA>	<Redacted under S40 of the FOIA>
<b>Telephone number</b>	<Redacted under S40 of the FOIA>	<Redacted under S40 of the FOIA>

<b>The Effective Date</b>	Date of signature of this letter by both parties.
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The services are expected to be complete by	30-Nov-2021
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## SERVICES

### 1. Scope of the Appointment

DfE will tick the relevant box(es) below to indicate the Services covered by the Engagement and will include additional detail in Annex A. DfE will specify in Annex A which Services are required from the Effective Date of the Call-Off Contract and which Services may be requested by DfE during the term of the Call-Off Contract.

#### A. General Services

Service Name	Required (Y/N)	Service Name	Required (Y/N)
Investigation of data following allegations of suspected fraud	N	Expert witness services	N
Background and open source intelligence searches	N	Investigation of allegations of suspected fraud and/or financial irregularity	Y
Capture, recovery, and storage of electronic data	N	Recognising and assessing potential regulatory breaches	Y
Evidence Gathering	Y	Forensic accounting and complex financial analysis	N
Interviews, correspondence, and surveys	Y	Assessment of evidence and production of reports to support conclusions	N

		reached	
Financial analysis	N	Any other Investigative services which may be required	Y
Asset Tracing and advice on recovery options	N		
Reporting findings and conclusions	Y		
Other Supplementary Activity	Y	Other Details: <Redacted under S43 of the FOIA>	

#### **B. Specialist Services (On request from DfE)**

<b>Service Name</b>	<b>Required (Y/N)</b>	<b>Service Name</b>	<b>Required (Y/N)</b>
Forensic Accounting and Investigation Support	Y		
Investigation support to other framework lots	N		
Expert witness services and assessing quantum on civil claims	N		
Other Supplementary Activity	Y	Other Details: <Redacted under S43 of the FOIA>	

## **2. Rate Card**

**Please insert Contractor rate card (which shall not exceed the rate card as set out in the Framework Agreement)**

<Redacted under S43 of the FOIA>.

Grade	Role	Hourly Rate £ (Exc VAT)	Daily Rate £ (Exc VAT)
Partner / Director	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>
Senior Manager	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>
Manager	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>
Analyst	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>

### 3. Costs (to be completed by Contractor)

Please provide a breakdown of Contractor resource, time, cost, and total cost and including any discounts applied.

<Redacted under S43 of the FOIA>

Costs are firm for the scope of the Framework Agreement. Any payment outside of this agreement must be agreed in writing with DfE before the Effective Date and will be in exceptional circumstances only.

### 4. Charges

Clause 14.1 of the Framework Agreement (Charges for Services) determines that Charges for any Services under a Call-Off Contract should be set out in the Engagement Letter and shall be based on the prices set out in schedule 4 of the Framework Agreement (Charging Matrix). The Charges associated with this Engagement shall be as follows:

See sections 2 and 3 above.

### 5. Payment Period (if different from the Call-Off Contract Terms and Conditions)

As per call off contract. Invoices to follow completion of each phase of the proposed work.

## 6. Performance

Service name	Details
<b>Key Personnel of the Contractor to be involved in the Services (and deliverables)</b>	<Redacted under S40 of the FOIA>
<b>Key-Sub-Contractor</b>	<b>Not applicable</b>
<b>Service period</b>	<b>August to November 2021</b>
<b>Premises at which the Services are to be provided</b>	<b>These will be provided remotely (TIAA Ltd offices).</b>

### Performance Measures:

#### 6A. Key Performance Indicators Specific to Call-Off Contract

Please insert KPIs specific to the assignment

KPI Reference	Service Area	KPI Description	Target
1	Service delivery	Completion of the examination to a standard satisfactory to the ESFA.	100%
2	Service delivery	Contractor able to deliver services and deliverable/s in the timescale set out in the engagement Letter	100%
3	Conflict of interest	Ensuring all conflict of interest information is up to date and Authority notified of any changes within 72 hours	100%
4	Cost	Contractor must deliver assignment within agreed Engagement Letter fee budget and any overrun payments are agreed with Authority in advance	100%
5	Quality	Contractor able to deliver assignment within Engagement Letter specification requirements and to relevant policy/guidance	100%

### Quality Standards:

## 6B. Service Level Agreement (SLA) Specific to Call-Off Contract

Please insert SLAs specific to the assignment

SLA Reference	Service Area	SLA Description	Target
Lot 2 - SLA	Reporting	Monthly Framework reporting: submit a monthly report by the Tenth Business Day of the month, including any exception events within this report.	100% DfE Monitoring
Lot 2 - SLA	Meetings	Attend Monthly Contractor Meetings as required Attend development and operations meetings as required	100% DfE Monitoring
Lot 2 - SLA	Complaints	Ensure complaints procedure is adhered to and main management contact to report all complaints in writing to DfE within 3 business days	100% DfE Monitoring

## Management Information (MI) and meetings

### 6C. Meetings and MI specific to Call-Off Contract

Meetings required	Progress update after completion of phase 1.
Timing of meetings	TBA
Management Information required	N/A
Management Information deadline	N/A

## 7. Reliance Parties

In accordance with clause 9.1 of the Framework Agreement (Reliance and Disclosure), DfE may request in an Engagement Letter for additional persons to be added as Reliance Parties. For the purpose of this Engagement, the Parties agree that the following should be included as Reliance Parties:

- Not applicable

## 8. Public Disclosure

In accordance with clause 9.7 of the Framework Agreement (Reliance

and Disclosure), the Parties may agree that certain Deliverables may be made available to the public. For the purpose of this Engagement, the Parties agree that the following Deliverables can be made available to the public:

- Not applicable

## **9. Data Protection**

Clause 19.1 of the Framework Agreement (Data Protection) determines that the factual activity carried out by each Party in respect of their data protection obligations under the Framework Agreement shall be set out in the Engagement Letter. For the purpose of this Engagement, DfE shall act as Controller and the Contractor shall act as independent Controller.

Paragraph 4.3 of Schedule 11 of the Framework Agreement (Processing, Personal Data and Data Subjects) determines that, where Personal Data processing differs from the instructions given in the table within Schedule 11, DfE may include such specific instructions in the Engagement Letter and such instructions will apply in respect of that Call-Off Contract. For the purpose of this Engagement, the following instructions (if populated) shall apply the Call-Off Contract:

- Not applicable

## **10. Contractor's Proposal**

The Contractor shall detail in Annex B how it proposes to perform the Services, as per schedule 4 of the Call-Off Contract (The Contractor's Proposals).

## **11. Confidential Information**

In addition to the information stated in Schedule 12 of the Framework Agreement, the following information shall be deemed to be Commercially Sensitive Information (Schedule 3 of the Call-Off Contract):

- Not applicable

Duration that the information shall be deemed Commercially Sensitive Information: 6 years

## Approval and Authority to Proceed

**BY SIGNING AND RETURNING THIS ENGAGEMENT LETTER THE PARTIES AGREE** to enter a legally binding contract with the Contractor to provide to DfE the Services specified in this Engagement Letter incorporating the rights and obligations in the Call-Off Contract set out in the Framework Agreement entered into by the DfE and the Contractor on 16<sup>th</sup> April 2021.

Name	Title	Signature	Date
<b>DfE:</b> <Redacted under S40 of the FOIA>	<Redacted under S40 of the FOIA>	<Redacted under S40 of the FOIA>	26/08/21
<b>Contractor:</b> <Redacted under S40 of the FOIA>	<Redacted under S40 of the FOIA>	<Redacted under S40 of the FOIA>	26/08/21



## Annex A

### Contract Specification

Education Provider	
<b>Name</b>	<Redacted under S43 of the FOIA>
<b>Address</b>	<Redacted under S43 of the FOIA>
<b>Site Contact Details</b>	<Redacted under S43 of the FOIA>
<b>Additional Information</b>	<Redacted under S43 of the FOIA>
Scope of Appointment	
<b>Evidence Gathering</b>	<Redacted under S43 of the FOIA>
<b>Interviews, correspondence, and surveys</b>	<Redacted under S43 of the FOIA>
<b>Reporting findings and conclusions</b>	<Redacted under S43 of the FOIA>
<b>Investigation of allegations of suspected fraud and/or financial irregularity</b>	<Redacted under S43 of the FOIA>
<b>Recognising and assessing potential regulatory breaches</b>	<Redacted under S43 of the FOIA>
<b>Any other Investigative services which may be required</b>	<Redacted under S43 of the FOIA>
Outputs	
<Redacted under S43 of the FOIA>	

## **Annex B - Contractor Proposal**

<Redacted under S43 of the FOIA>