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**Call Off Order Form for Management Consultancy Services**

**Provision of Consultancy for Trade Credit Insurance Implementation Partner (TCI-IP)**

**To**

**Department for Business, Energy and Industrial Strategy (BEIS)**

**From**

**PricewaterhouseCoopers LLP**

**Contract Reference: CCCC20A95**

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## **FRAMEWORK SCHEDULE 4**

### **CALL OFF ORDER FORM**

#### **PART 1 – CALL OFF ORDER FORM**

##### **SECTION A**

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of Management Consultancy Services dated **04 September 2018**.

This Call Off Order Form relates to the Provision of Consultancy for Trade Credit Insurance Implementation Partner (TCI-IP).

The Supplier agrees to supply the Services specified below on and subject to the terms of this Call Off Contract.

For the avoidance of doubt this Call Off Contract consists of the terms set out in this Call Off Order Form and the Call Off Terms.

Order Number	To be advised by Authority at contract award
From	<b>Department for Business, Energy and Industrial Strategy ("CUSTOMER")</b>
To	<b>PricewaterhouseCoopers LLP ("SUPPLIER")</b>
Date	<i>[date of signature]</i> <b>("DATE")</b>

##### **SECTION B**

#### **1. CALL OFF CONTRACT PERIOD**

<b>1.1.</b>	<b>Commencement Date:</b> 29 <sup>th</sup> June 2020
<b>1.2.</b>	<b>Expiry Date:</b>  End date of Period: 31 <sup>st</sup> March 2021  End date of Extension Period: N/A  Minimum written notice to Supplier in respect of extension: N/A

#### **2. SERVICES**

2.1	<p><b>Services required:</b></p> <p>2.1.1 In Call Off Schedule 2 (Services)</p> <p>See Annex A – Statement of Requirements REDACTED</p> <p>2.1.2 In this Order Form:</p> <p>2.1.2.1 the words “<b>Inscope TCI</b>” and, “<b>Scheme</b>” shall have the meaning attributed to them in Annex A.</p> <p>2.1.2.2 “<b>MVP</b>” means minimum viable product.</p> <p>2.1.3 The Supplier will perform the following Services, under the terms of this Agreement, during the design and implementation phase (“<b>the Design and Implementation Phase</b>”):</p> <p>2.1.3.1 <u>Operating Model</u>:</p> <ol style="list-style-type: none"> <li>1) Work with the Customer to define the MVP required to be ready for 07 August 2020 (receiving submissions) and 04 September 2020 (making payments).</li> <li>2) Design the operating model to define the capabilities that the operations will deliver, including documenting summary process maps, key controls and terms of reference for governance forums</li> </ol> <p>2.1.3.2 <u>Data Collection &amp; Security</u></p> <ol style="list-style-type: none"> <li>1) Design the Trade Credit Insurance (“<b>TCI</b>”) data templates with the Customer and the Inscope TCIs</li> <li>2) Setting up the platforms, including a secure file transfer platform and data storage mechanism, which will be used to support the day-to-day operations of the scheme.</li> <li>3) Design and build the ingestion of data templates from the Inscope TCI upload to the data warehouse.</li> <li>4) Perform penetration and user acceptance testing on systems and data upload of releases.</li> </ol> <p>2.1.3.3 <u>Reporting &amp; analytics</u></p> <ol style="list-style-type: none"> <li>1) Support the Customer in determining criteria that claims selected for review will be tested against.</li> <li>2) Design and build reporting dashboards for performing regular scheme analytics and reporting.</li> <li>3) Design and build of reporting templates for key processes such as notifications of limit changes or claims payments.</li> <li>4) Set up and apply the relevant framework (including controls and reporting) which will ensure compliance with FCA’s rules relating to the activities undertaken by the Supplier in performing the services set out in this schedule</li> </ol> <p>2.1.3.4 <u>Regulation &amp; controls</u></p> <ol style="list-style-type: none"> <li>1) Input into, and challenge of, the design of the control framework and governance process</li> <li>2) Support the Customer in determining an appropriate level of sanctions checking and setting up the agreed processes to support this.</li> </ol> <p>2.1.3.5 <u>Project Management Office &amp; Communications</u></p>
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2.2	<ol style="list-style-type: none"> <li>1) Coordinating onboarding with the in scope TCI ahead of the data bordereaux being reported</li> <li>2) Setting up of programme governance, which would transition into “<i>business as usual</i>” governance</li> </ol> <p>2.1.4 The Supplier will perform the following, under the terms of this Agreement, during the transition to steady state and steady state phases:</p> <p>2.1.4.1 <u>Data collection &amp; security</u></p> <ol style="list-style-type: none"> <li>1) Assess quality of data provided by the Inscope TCIs and feedback validation errors which must be corrected before a data template submission is accepted.</li> <li>2) Work with the Inscope TCIs, especially during initial months to help address issues with data collection and the Inscope TCI's upload.</li> <li>3) Monitor IT environment and report on data security throughout the life of the Scheme</li> </ol> <p>2.1.4.2 <u>Reporting &amp; analytics</u></p> <ol style="list-style-type: none"> <li>1) Administration and checking of claim payments against the scheme rules and high level checks on the premium ceded.</li> <li>2) Administration and checking of large and <i>ex gratia</i> claims against the scheme rules as well as limit change requests and other notifications required under the Scheme. This checking will be against checklists provided by BEIS to see whether a TCI's request complies with the criteria set out in the checklist. For large claims and significant credit limit changes we will review information provided by the TCIs to determine whether the request is in scope of the scheme with reference to a checklist provided by the customer. For exceptional and large ex gratia claims we will review information provided by the TCIs and provide an assessment of this in our monthly reporting.</li> <li>3) Monthly review and analysis of premiums, exposures and claims data with reporting provided via an interactive dashboard</li> <li>4) Quarterly checking of expenses against 2019 baseline information with reporting provided.</li> <li>5) Providing monthly short reports to the Customer on the Supplier's view of the key trends the Supplier identifies</li> <li>6) Support in evaluating the scheme through provision of data and/or management information as requested by the Customer.</li> </ol> <p>2.1.4.3 <u>Regulation &amp; controls</u></p> <ol style="list-style-type: none"> <li>1) Implementing and maintaining an appropriate control framework</li> <li>2) Testing of controls of the Supplier's operational controls.</li> <li>3) <i>Ad-hoc</i> legal and insurance regulatory advice</li> <li>4) Perform independent sanctions checks, in line with the scope agreed with the Customer under 2.1.3.4.</li> </ol> <p>2.1.4.4 <u>Second line controls</u></p> <ol style="list-style-type: none"> <li>1) On an ad-hoc basis, perform reviews of the Inscope TCIs operations to test for compliance against the Scheme's requirements, including the Annual Expenses review.</li> <li>2) Scope of reviews would be agreed with the Customer and then executed by the Supplier. Likely focus on key functions and processes in underwriting, claims, ceded reinsurance and expenses.</li> </ol> <p>Deliverables:</p> <p>2.2.1 In undertaking the Services, the Supplier will produce the following deliverables:</p>
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	<p>2.2.1.1 Operating model deliverables (all to be delivered by 07 August 2020)</p> <ol style="list-style-type: none"> <li>1) The Supplier shall define and agree with the Customer what capabilities will be required to be ready for 07 August 2020;</li> <li>2) A high-level documentation of the operating model for capabilities that will be in place by 07 August 2020, which will also include the timing of when further capabilities will be delivered through implementation;</li> <li>3) Documentation of the processes and first line controls that we will perform as at 07 August 2020, including how the Supplier or the Customer will interact with HMG for sign-off and escalation</li> </ol> <p>2.2.1.2 Data Collection and Security</p> <ol style="list-style-type: none"> <li>1) Inscope TCI Data Templates</li> <li>2) Set up of the Secure File Transfer Protocol (SFTP). Access to the SFTP will be removed on termination of this agreement.</li> <li>3) Stand up of MS Azure platform for the collection and processing of policy, claims and expense data. Access to the platform will be removed on termination of this agreement.</li> <li>4) Build of Case Management workflow tool to support the management of ad-hoc requests. Access to the workflow tool will be removed on termination of this Agreement.</li> <li>5) Upon expiration or termination underlying data shall be transferred to the Customer in a file format to be agreed.</li> </ol> <p>2.2.1.3 Reporting and analytics</p> <ol style="list-style-type: none"> <li>1) Design and build of the reporting dashboards. Access to the reporting dashboards will be removed on termination of this agreement.</li> <li>2) Upon expiration or termination underlying data shall be transferred to the Customer in a file format to be agreed.</li> </ol> <p>2.2.1.4 Regulation and controls</p> <ol style="list-style-type: none"> <li>1) Design and embed a second line control framework to cover the MVP operating model by 07 August 2020</li> <li>2) Design and embed a broader control framework to support the steady state operating model</li> <li>3) Design and subsequently carry out the activities on a monitoring and controls testing plan</li> </ol> <p>2.2.2 The Customer and the Supplier shall attend the following meetings:</p> <ol style="list-style-type: none"> <li>1) Attendance at weekly steering group meetings as required; and</li> <li>2) Attendance at cost control meetings weekly (as required) until 31 August 2020 and once every fortnight thereafter (as required).</li> <li>3) Individual insurer meetings as may be required from time to time in accordance with the requirements under the scheme rules or at the request of the Customer. Attendance at these meetings will be capped at 16 hours per month (consisting of 8 hours cap for a Senior Manager, Director or Partner and 8 hours for other Grades) with the excess charged as outlined in Section 6.1</li> </ol> <p>2.2.3 The Customer agrees that the scope of Services set out in this Order Form adequately reflects its requirements and addresses the mandatory requirements of Schedule 2 of the</p>
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	<p>Framework Agreement. The Supplier shall not be required to provide any services that are not expressly set out in this Order Form.</p> <p>2.2.4 Should the Customer, acting fairly and reasonably, request further services that are outside the scope of Services then the Parties shall (acting fairly and reasonably) agree a suitable timeframe for the Supplier to investigate and respond to the Customer's request. To the extent that you make a request that would require the Supplier to carry out services on a non-Working Day then the parties may agree to charge in line with a Working Day rate</p> <p>2.2.5 The Parties acknowledge and agree that a number of Deliverables cannot be defined until conclusion of the Design and Implementation Phase. The proposed deliverables described in the previous sentence include those outlined at Clauses 2.1.3 and 2.21 of this Order Form, being the MVP; the data templates; the proposed timeline; the control framework; the compliance framework and the dashboard) ("the Proposed Deliverables"). The Parties agree that once the Proposed Deliverables are established, the Parties shall meet to discuss and agree a variation to this Order Form so that those Proposed Deliverables as defined will become incorporated into this Order Form.</p>
<b>2.3</b>	<p><b>Customer responsibilities:</b></p> <p>The Customer shall provide the Supplier with such information and assistance as the Supplier may reasonably require from time to time which will include access to the Customer's premises and staff. Any information provided by the Customer shall be accurate, complete and not misleading and will not infringe the intellectual property rights of any third party. The Supplier shall not be liable for any delay or other consequences resulting from the Customer's failure to provide such information and assistance or to comply with its other obligations under this Call Off Contract.</p>
<b>2.4</b>	<p><b>Customer Dependencies and Assumptions</b></p> <p>2.4.1 The assumptions &amp; dependencies described in this paragraph of this Call Off Contract apply to the performance of the Services, and in the event and to the extent they are not met (or the assumption is discovered to be inaccurate) such failure or inaccuracy shall be deemed to be a "<i>Customer Cause</i>". Any Supplier relief or remedy sought for a Customer Cause shall be subject to the Call Off Terms and in particular clause 40.</p> <ul style="list-style-type: none"> <li>a) The Customer shall provide such input and information (including reasonable access to the Customer's staff which is otherwise agreed as reasonably required for the Supplier (and reasonable for the Customer to give) in the circumstances in order to enable the Supplier to provide the Services.</li> <li>b) Each decision required from the Customer as set out in the process maps, and as reasonably agreed in any governance meeting in relation to the Services and/or Trade Credit Reinsurance Scheme, will be made and communicated clearly and on or before the deadline agreed for that decision, provided the Supplier has given, in accordance with its own obligations and timescales, all information necessary for the Customer to take such decision.</li> <li>c) The Customer will provide its approval (or rejection) of deliverable as identified as requiring Customer's approval on or before the date specified for such decision in the project plan, provided that the Customer receives notice of such matter or such deliverable from the Supplier on or before the delivery date for the same.</li> </ul>

	<p>d) The Customer is responsible for securing all required approvals from ministers and other Government bodies for decisions made relating to the Trade Credit Reinsurance Scheme.</p> <p>e) The Customer will inform the Supplier in a timely way of newly published or amended HM Government policy and of requests for information about the Trade Credit Reinsurance Scheme from Ministers and HM Government bodies, in either case where these may require: i) the Supplier to perform the Services differently; and/or ii) the Parties to change the Services and amend this Call Off Contract accordingly. In the case of 'ii', the provision of further Services may be dependent on appropriate changes being agreed by the Parties in accordance with the Change Control Procedure</p> <p>f) Supplier is not responsible for the In Scope Insured's ability to adopt data template requirements.</p> <p>g) All deliverables will be Customer-branded, unless otherwise agreed between the Parties.</p> <p>h) The Customer will use its professional business judgement, when managing the Trade Credit Reinsurance Scheme.</p> <p>i) The Supplier's obligations in relation to the In Scope Insured's data which does not meet the requirements of the agreed data template are set out in the process maps only, unless agreed otherwise.</p> <p>j) The Services do not include the Supplier engaging with the In Scope TCI's without the Customer's direction or instruction.</p> <p>k) The Supplier is required to sign off the the strategy or timeline for In Scope Trade Credit Insurance workshops or consultations.</p> <p>l) The supplier has assumed that there will be 8 large claims a month that require review against the customer's checklist for large claims that TCI's have requested prepayment on. In addition the supplier has assumed there will be 20 exceptional claims and 5 large ex-gratia claims that will require review and documentation into the monthly reporting to BEIS. If volumes of claims are higher than these assumed volumes then the supplier will get authorisation from the customer to handle these claims, providing an estimate for any additional effort required</p> <p>Exclusions</p> <p>m) If and to the extent that a change in Law or circumstance in relation to the Supplier's audit independence obligations after the Commencement Date (of which the Supplier is unaware at the Commencement Date) results in, or (in the opinion of a reasonable person) would likely result in, the Supplier's continued performance of the Services (or part of the Services) placing the Supplier in breach of Law, then such change shall be deemed to be a Force Majeure Event and the Supplier shall not be obliged to perform the affected Services (or part of them) in accordance with, and subject to, the provisions of clause 41 of the Call Off Terms (except that clause 41.4 and clause 41.5 of the Call Off Terms shall not oblige the Supplier to do anything to cause the Supplier to be in breach of Law); provided that:</p> <p>i) the Supplier shall undertake regular checks of its audit independence status;</p> <p>ii) in circumstances where the Supplier considers that provision of the Services would trigger the operation of this exclusion, the Supplier shall (to the extent legally permitted) inform the Customer promptly, outlining the Supplier's concerns, in which case the Parties shall meet and discuss in good faith how best to mitigate the issue; and</p> <p>iii) nothing in this exclusion shall limit or otherwise prejudice the Supplier's warranties in the Call Off Terms as they apply to the Supplier at the Commencement Date up to the time of the type of change in Law or circumstance</p>
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	<p>referenced in this exclusion, or in respect of any other change in Law or circumstance.</p> <p>n) The Services under this Call Off Contract do not include the provision of, or responsibility for:</p> <ul style="list-style-type: none"> <li>i) the design of, or decision making in relation to, the Trade Credit Reinsurance Scheme; or</li> <li>ii) the payments to In Scope Insureds made after invoices or credit notes are populated with the amounts calculated by the Supplier (as instructed by the Customer); or</li> <li>iii) any Payment to an In Scope Insured or refund to the Customer in the event that pre-payment is required; or</li> <li>iv) any delays brought about by the inability for the In-Scope Insureds to provide accurate data or the data required in order to make payment</li> </ul> <p>o) The Services do not include the Supplier interacting with In Scope Insureds other than in relation to provision of data to support the Scheme.</p> <p>p) The Services do not include the Supplier making or approving payments to In Scope Insureds or arranging for payments to be made to In Scope Insureds.</p> <p>q) The Services do not include the Supplier carrying out any data clean up of a In Scope Insured's data file itself, or making any updates to data unless otherwise agreed between the Parties</p> <p>r) The Services do not include 3rd line of defence</p> <p>s) The Supplier shall design the items as detailed in clause 2.2. Once designed, the Customer will sign off and remain responsible for (excluding such cases where an error has been made by the Supplier):</p> <ul style="list-style-type: none"> <li>i) The calculations undertaken in order to calculate amounts owing to HMG or In Scope TCIs;</li> <li>ii) The validation rules in the platform which receive or reject data submissions or validate claims under the scheme</li> </ul> <p>t) The final monitoring and reporting design within a reasonable level of effort and as allowed for the cost estimates</p> <p>u) The Customer shall provide such input and information (including reasonable access to the Customer's staff) which is reasonably required (and reasonable for the Customer to give) in the circumstances in order to enable the Supplier to fulfil its obligations</p> <p>v) The Customer, to the extent it is the customers obligation, will provide the data requirements defined as part of the templates and make them available and transfer them over to the Supplier at the required time.</p> <p>w) Any delays in confirming the data templates and the process for upload into the SFTP will have an adverse impact on our ability to meet the 21st July deadline</p> <p>x) The Supplier has assumed that the first quarterly return will be a manual and automatic process, and the budget has been prepared on this basis. For the second quarterly submission, the Supplier has budgeted to perform all data work based on automated processes only. If an insurers data fails to upload and it is down to their data submission and not the process, the Supplier would follow the below steps:</p> <ul style="list-style-type: none"> <li>i) send it back to the insurer to correct</li> <li>ii) if on resubmission the Supplier has to make manual adjustments, it is at this point the Supplier would incur additional cost and therefore charge for the additional manual process needed to both validate and upload (which shall be agreed with the Customer in writing in advance of incurring any cost).</li> </ul>
<b>2.5</b>	<b>COVID-19</b>



	<p>2.5.1 The ongoing uncertainty related to Coronavirus (COVID-19) may impact the Customers and the Supplier's ability to perform obligations under the Agreement, including as a result of travel restrictions. For example the Supplier may need to provide services from an alternative location, substitute personnel where practicable or work with you to establish remote access to your systems, as far as this is possible. If Customer is affected by COVID-19 and it has an impact on the Agreement please let the Supplier know so that the parties can seek solutions together.</p> <p>2.5.2 Please also see the Supplier's <a href="#">website</a> here for information in relation to responding to the business impacts of COVID-19.</p>
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### 3. PROJECT PLAN

<b>3.1.</b>	<p><b>Project Plan:</b> In Call Off Schedule 4 (Project Plan)</p> <p>See Annex A – Statement of Requirements (REDACTED)</p>
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### 4. CONTRACT PERFORMANCE

<b>4.1.</b>	<p><b>Standards:</b></p> <p>In Clause 11 (Standards and Quality)</p> <p>Applied</p>
<b>4.2</b>	<p><b>Service Levels/Service Credits:</b></p> <p>Not Applied</p>
<b>4.3</b>	<p><b>Critical Service Level Failure:</b></p> <p>Not applied</p>
<b>4.4</b>	<p><b>Performance Monitoring:</b></p> <p>Not Applied</p>
<b>4.5</b>	<p><b>Period for providing Rectification Plan:</b></p> <p>In Clause 39.2.1(a) of the Call Off Terms</p>

### 5. PERSONNEL

<b>5.1</b>	<p><b>Key Personnel:</b></p> <p><u>5.1.1 Customer:</u> REDACTED</p> <p><u>5.1.2 Supplier:</u> REDACTED</p>
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	<p>5.1.3 Notwithstanding the above, the Parties shall keep the Key Personnel and Key Roles under review and may agree to add or remove the Key Personnel where there is a reasonable reason to do so (e.g. reduction in the need for design authority input after the initial stages of the Services), and both Parties shall act reasonably and in good faith in requesting and reaching such agreement.</p> <p>5.1.4 Part of the work in this assignment will be conducted by our 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. We also believe that it is normally appropriate to apply the requirements of the TASs to other work conducted by actuaries. To the extent that work in this assignment is conducted by our actuaries, we will plan, conduct and report on our work in accordance with those standards.</p> <p>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.</p>
<b>5.2</b>	<p><b>Relevant Convictions</b> (Clause 28.2 of the Call Off Terms):</p> <p>Not Applied</p>
<b>5.3</b>	<p><b>Supplier personnel and subcontractors:</b></p> <p>5.3.1 Supplier's teams may include contractors (which may include those operating through their own companies) as well as PwC staff. The Supplier shall ensure that such persons are flagged to the Customer in advance.</p> <p>5.3.2 The Supplier assumes that the tax indemnity at clause 24 is not intended to apply in cases of any error by Customer in its determination under chapter 10, Part 2, ITEPA 2003 or failure to make such determination, resulting in a tax liability or demand of any kind unless the error was as a result of information provided by the Supplier or as a result information that was withheld by the Supplier.</p>

## 6. PAYMENT

<b>6.1</b>	<p><b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT):</p> <p>The call off resource rates for the time priced aspects of this contract are as follows:</p> <p>REDACTED</p> <p>REDACTED</p> <p><b>For the avoidance of doubt, the total contract value will not exceed £1,800,000.00 exc. VAT, subject to both parties agreeing to any material changes in the scope of Services</b></p>
<b>6.2</b>	<p><b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>We will report our costs to you on a biweekly basis and will draw up invoices to the 15<sup>th</sup> day of each month in arrears. Our first invoice will be drawn up to 15 August and will include all time from the commencement date. The invoices will then be on a monthly basis for the remainder of the contract.</p>

<b>6.3</b>	<b>Reimbursable Expenses:</b> Not Permitted, on the assumption that no travel is required.
<b>6.4</b>	<b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Email/ address for invoices is: REDACTED
<b>6.5</b>	<b>Call Off Contract Charges fixed for</b> (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): The duration of the Call Off Contract from the Call Off Commencement Date of 29 <sup>th</sup> June 2020 to 31 <sup>st</sup> March 2021, subject to Clause 6.7 of this Order Form
<b>6.6</b>	<b>Supplier periodic assessment of Call Off Contract Charges</b> (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on: Not Applicable
<b>6.7</b>	<b>Supplier request for increase in the Call Off Contract Charges</b> (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): REDACTED

## 7. LIABILITY AND INSURANCE

<b>7.1</b>	<b>Estimated Year 1 Call Off Contract Charges:</b> Up to the sum of £1,800,000.00 (excluding VAT)
<b>7.2</b>	<b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms); Applied
<b>7.3</b>	<b>Insurance</b> (Clause 38.3 of the Call Off Terms): Applied
<b>7.4</b>	<b>Third Party Claims</b>  7.4.1 The Services are provided for the Customer only, and due to their nature the Supplier accepts no liability to anyone other than the Customer in connection with Services, unless otherwise agreed by the Supplier in writing. Subject to the provisions below, the Customer agrees to reimburse Supplier for any liability (including reasonable legal costs) that the Supplier incurs in connection with any claim made by an In-scope TCI arising directly from the provision by the Supplier of the Services to the Customer in accordance with the terms of this agreement ("Third Party Claim").  7.4.2 The limitation on the Customer's liability in clause 37.2.2 of the Call Off Terms does not apply to the reimbursement obligation in paragraph 7.4.1 above, and the Customer's aggregate liability in respect of paragraph 7.4.1 above, shall be limited to £3m.

	<p>7.4.3 The obligation to reimburse the Supplier in paragraph 7.4.1 shall not apply:</p> <p>a. to the extent that a Third Party Claim arises as a result of the Supplier's negligence, fraud, tortious breach of confidence or failure to comply with the provisions of this Call Off Contract or any contract the Supplier has with any Inscope TCI in connection with the provision of the Services;</p> <p>b. to any third party IPR Claims in respect of which the Supplier indemnifies the Customer pursuant to the Call Off Terms, or to any claims made against the Supplier in respect of its obligations at clauses 34.2 and 34.6 of the Call Off Terms.</p> <p>7.4.4 In respect of any Third Party Claim:</p> <p>a. the Supplier shall promptly give notice of the relevant claim to the Customer;</p> <p>b. the Customer shall be given sole conduct of the relevant claim save that (i) Customer will use reasonable endeavours to consult with the Supplier in its conduct of any claims, and (ii) Customer may not agree to settle any Third Party Claim without the Supplier's prior written consent (not to be unreasonably withheld or delayed) if such settlement imposes any liability or other obligation on the Supplier or is not confidential;</p> <p>c. the Supplier will provide all reasonable assistance requested by the Customer (at the Customer's expense) in respect of the relevant claim; and</p> <p>d. the Supplier shall not make any admission, waiver or compromise in respect of the relevant claim without the Customer's prior written consent.</p> <p>e. the Supplier shall take or procure that there is taken all reasonable action to mitigate any loss suffered by it or any member of the its Group, including without limitation, enforcing against any person (other than the Customer) any rights any member of its Group has or may have in respect of the fact, matter or circumstance giving rise to the Third Party Claim.</p> <p>f. the expression "Group" means with respect to a company, its subsidiaries and subsidiary undertakings, any holding company of the company and all other subsidiaries and subsidiary undertakings of any such holding company from time to time. The expressions "holding company", "subsidiary" and "subsidiary undertaking" shall have the meaning given in the Companies Act 2006"</p> <p>7.4.5 The Customer's obligation to reimburse the Supplier under paragraph 7.4.1 of this Call Off Order Form shall expire on 31 March 2023.</p>
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## 8. TERMINATION AND EXIT

<b>8.1</b>	<b>Termination on material Default</b> (Clause 42.2 of the Call Off Terms)):
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	<p>In Clause 42.2.1(c) of the Call Off Terms</p> <p>The Supplier may terminate this Order Form if the performance of it may breach a legal or regulatory requirement of the Supplier.</p>
<b>8.2</b>	<p><b>Termination without cause notice period</b> (Clause 42.7 of the Call Off Terms):</p> <p>In Clause 42.7 of the Call Off Terms</p>
<b>8.3</b>	<p><b>Undisputed Sums Limit:</b></p> <p>In Clause 43.1.1 of the Call Off Terms</p>
<b>8.4</b>	<p><b>Exit Management:</b></p> <p>Not applied</p>

## 9. SUPPLIER INFORMATION

<b>9.1</b>	<p><b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b></p> <p>Not Applied</p>
<b>9.2</b>	<p><b>Commercially Sensitive Information:</b></p> <p><u><i>The Supplier's Commercially Sensitive Information</i></u></p> <p>9.2.2 The following information shall be deemed Commercially Sensitive Information:</p> <ul style="list-style-type: none"> <li>(a) any information relating to the Supplier's fee rates, its methodology for providing the services in question and any personal data provided by the Supplier including the CVs of the Staff engaged in the provision of the Services;</li> <li>(b) any information falling within the definition of "Supplier's Confidential Information".</li> </ul> <p>11.2.2.2 The duration for which such information shall be confidential is indefinite.</p>

## 10. OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<p><b>Recitals</b> (in preamble to the Call Off Terms):</p> <p>Recital A</p> <p>Recital C - date of issue of the Statement of Requirements: 29<sup>th</sup> May 2020</p> <p>Recital D - date of receipt of Call Off Tender: 08 June 2020</p>
<b>10.2</b>	<p><b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b></p> <p>Not required</p>

<b>10.3</b>	<b>Security:</b> The Supplier shall comply with: (Short form security requirements)
<b>10.4</b>	<b>ICT Policy:</b> Not applied
<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b> Schedule 8 is not applied. However, the Supplier will have in place and maintain business continuity processes which are independently certified to the International Standard for Business Continuity management (ISO 22301) or equivalent. The Supplier will provide evidence of such certification to the Customer upon request.
<b>10.7</b>	<b>NOT USED</b>
<b>10.8</b>	<b>Protection of Customer Data</b> (Clause 35.2.3 of the Call Off Terms): The Supplier shall comply with the provisions of clause 35.2 of the Call Off Terms (as amended in accordance with paragraph 10.15 of this Call Off Order Form below). In the event of inconsistency between Clause 35.2 of the Call Off Terms (as amended) and Clause 35.5 of the Call Off Terms, Clause 35.2 (as amended) shall prevail and take precedence.
<b>10.9</b>	<b>Notices</b> (Clause 56.6 of the Call Off Terms): <u>Customer's postal address and email address:</u> BEIS, 1 Victoria Street, London. SW1H OET REDACTED <u>Supplier's postal address and email address:</u> PricewaterhouseCoopers LLP, 7 More London Riverside, London, SE1 2RT REDACTED
<b>10.10</b>	<b>Transparency Reports</b> Not Applicable
<b>10.11</b>	<b>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</b>  Not required
<b>10.12</b>	<b>Call Off Tender:</b> REDACTED
<b>10.13</b>	<b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b> Neither Party shall make any statement of any nature (including any press release or briefing to media) to any third party in connection with the Services of this Call Off Agreement without such statement being agreed by both Parties in advance (each acting promptly, reasonably and in good faith).

<b>10.14</b>	<p><b>Staff Transfer</b></p> <p>Given the nature of the services to be provided and the non-application of TUPE to the Services to be provided under this Call Off Contract, Schedule 10 shall not apply.</p>
<b>10.15</b>	<p><b>Processing Data</b></p> <p>10.15.1 Call Off Schedule 17 (Processing Data) applies to this Call Off Contract and the parties shall comply with its terms.</p> <p>10.15.2 The contact details of the Customer Data Protection Officer are:</p> <p style="padding-left: 40px;">BEIS Data Protection Officer Department for Business, Energy and Industrial Strategy 1 Victoria Street London SW1H 0ET</p> <p style="padding-left: 40px;">Email: REDACTED</p> <p>10.15.3 The contact details of the Supplier's Data Protection Officer are:</p> <p style="padding-left: 40px;">Data Protection Officer PricewaterhouseCoopers LLP 1 Embankment Place London WC2N 6RH</p> <p style="padding-left: 40px;">REDACTED</p> <p>10.15.4 The Parties acknowledge that for the purposes of Data Protection Legislation the Customer is the Controller and the Supplier is the Processor under this Call Off Contract.</p> <p>10.15.5 Annex C set out the particulars of processing as required under Data Protection Legislation.</p> <p>10.15.6 In common with most professional service providers, the Supplier uses third party processors to provide certain elements of its IT systems and the support for them. Supplier and its third party service processors have host servers and data centres throughout the world. Supplier puts in place contractual arrangements with such processors which comply with data protection law. Supplier would only transfer personal data outside the European Economic Area ("EEA") to a third party processor in accordance with data protection law and where it has a lawful basis to do so. Full details of how Supplier uses personal data can be found in its privacy notice at: <a href="https://www.pwc.co.uk/who-we-are/privacy-statement.html">https://www.pwc.co.uk/who-we-are/privacy-statement.html</a></p> <p>10.15.7 The Customer should not provide Supplier with personal data unless the Call Off Contract requires the use of it or Supplier requests it. In respect of any personal data that the Customer does share with Supplier, the Customer should ensure that it has necessary authority from relevant data subjects for Supplier to use</p>

	<p>and transfer it in accordance with the Call Off Contract, and that they have been given necessary information regarding its use.</p> <p>10.15.8 Clause 35.2.9 of the Call Off Terms shall be deemed to be deleted and replaced with: “The Processor shall allow for reasonable audits of its Data Processing activity by the Controller or the Controller’s designated auditor, to the extent required for the Controller to comply with Data Protection Legislation, subject to i) the Processor’s obligations of confidentiality owed to third parties; and ii) the extent such audit (for example by designated third party auditors) not resulting in the Controller breaching any applicable Law or having an actual or potential conflict of interest. The results of such audit are the Supplier’s Confidential Information to be used by the Customer only for the purposes of compliance with Data Protection Legislation only. Nothing in this clause 35.2.9 restricts the Controller from carrying out an audit that is required by Data Protection Legislation.”</p> <p>10.15.9 In respect of Clause 35.2.13 and Clause 35.2.14 of the Call Off Terms, the Parties shall acting reasonably and in good faith use all reasonable endeavours to agree any amendments to this Call Off Contract prior to the revisions or amendments referred to in those clauses taking effect. For the avoidance of doubt, in the absence of agreement Clause 35.2.13 and 35.2.14 shall apply regardless.</p>
<b>10.16</b>	<b>MOD DEFCONs and DEFFORM</b>
	Not Applicable
<b>10.17</b>	<b>Intellectual property</b>
	<p>10.17.1 The Parties agree that for the purposes of this Call Off Contract, Clause 34 of the Call Off Terms will be modified such that:</p> <p>10.17.1.2 No assignment of rights and obligations under clause 34.5.1 of the Call Off Terms to a Central Government Body, or to a body referred to under 34.5.1(b) of the Call Off Terms if and to the extent that such assignment results in, or (in the opinion of a reasonable person) would likely result in, the Supplier being in breach of Law as result of its auditor independence obligations, and no publication as Open Source under clause 34.10 of the Call Off Contract, is permitted without prior discussion between the Parties and agreement in writing in relation to the specific IPR concerned (both parties acting reasonably and in good faith).</p> <p>10.17.1.3 Clause 34.1.4 of the Call Off Terms shall not apply save to the extent expressly agreed in writing between the Parties on a case-by-case basis, both parties acting reasonably and in good faith.</p> <p>10.17.1.4 The definition of Third Party IPR shall be deemed not to include Customer Data or the ShareFile software (or any agreed replacement to such software that the Customer procures), which the Customer is responsible for procuring directly from third parties (together the “<b>Customer-sourced IPR</b>”).</p> <p>10.17.1.5 The definition of Customer Background IPR is deemed to include Customer-sourced IPR.</p>



<b>10.18</b>	<p><b>Ancillary Technology</b></p> <p>We intend to use technology (the “technology”), and may make certain functionality of the technology available to agreed members of your staff (“users”), during but not after this engagement. This may include giving access to agreed named third party users who require access to the technology for us to perform our engagement. You are fully responsible for all use and access of the technology by all users, and you shall not give access to the technology to any other individual or any third party other than named users. You must notify us if any of the users should no longer have access to the technology (for example if they no longer work for you).</p> <p>Access to the technology is provided on an ‘as is’ basis, and its use is at your own risk. All warranties, express and implied, regarding the technology and its operation and security are excluded to the extent permissible by law. The technology may change, and we do not guarantee that the technology will operate without interruption or be error-free. We may suspend or terminate access for any or all of your users if we deem it to be necessary. We do not accept any liability for the technology or its outputs, or for any consequences of you or anyone acting or refraining to act in reliance on the technology or its outputs, or for any decision based on them.</p> <p>Notwithstanding any other provision of the agreement: i) we (or our licensors) are and shall remain the owner(s) of the technology; and ii) your only right in the technology will be (to the extent permitted by us) to allow your users to use the technology to view certain information in connection with your receipt of services in accordance with this agreement. You and the users shall not misappropriate or infringe any of our rights in the technology.</p> <p>Any technology tools (and their contents and outputs) that the Supplier shares, unless otherwise agreed in writing: (i) are not deliverables and may only be used at the Customer’s own risk; and (ii) may not be provided to anyone else.</p>
<b>10.19</b>	<p><b>COVID-19</b></p> <p>If either Party's performance of its obligations under this Call Off Contract is adversely impacted by Coronavirus (COVID-19), the affected Party shall notify the other Party promptly, outlining (a) the nature of the adverse impact; (b) the anticipated effect of the adverse impact; and (c) the measures it has taken (or will take) to minimise the effect of the adverse impact. The Parties shall discuss the issue in good faith and shall use all their respective reasonable endeavours to minimise the impact of any such issue on the completion of the project envisaged by this Call Off Contract.</p>

Annex A: Statement of Requirement

Annex B: Tender Proposal

Annex C: Data Processing Schedule

Annex D: FCA Categorisation

## FORMATION OF CALL OFF CONTRACT

Management Consultancy Framework Two (MCF2) - RM6008  
Framework Schedule 4 – Call Off Order Form  
Attachment 5a  
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**BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Services in accordance with the terms Call Off Order Form and the Call Off Terms.**

**The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.**

**In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Supplier within two (2) Working Days from such receipt.**

**For and on behalf of the Supplier:**

Name and Title	REDACTED
Signature	REDACTED
Date	18 August 2020

**For and on behalf of the Customer:**

Name and Title	REDACTED
Signature	REDACTED
Date	19 August 2020

## Annex A

REDACTED

Annex B

REDACTED

## Annex C: Data Processing Schedule

<b>Contract Reference:</b>	<b>CCCC20A95</b>
<b>Date:</b>	<b>29<sup>th</sup> June 2020</b>
<b>Description Of Authorised Processing</b>	<b>Details</b>
Identity of the Controller and Processor	Where any Personal Data are Processed in connection with the exercise of the Parties' rights and obligations under this Call Off Contract, the Parties acknowledge that the Customer is the Data Controller and that the Supplier is the Data Processor
Use of Personal Data	Managing the obligations under the Call Off Contract Agreement, including sanctions checkgin, scheme reporting, payment calculations, exit management, and other associated activities,
Duration of the processing	For the duration of the Framework Contract plus 7 years.
Nature and purposes of the processing	<p><i>Sanctions Checking</i></p> <p><i>Checking policy sits within the scheme rules</i></p> <p><i>Checking claims on the these policies sit within the scheme rules</i></p> <p><i>Scheme and insurer level reportingto government to monitor the scheme</i></p> <p><i>Calculations (aggregated by insurer) to support paymentof insurers.</i></p>
Type of Personal Data	<p>Full name / Business Name</p> <p>Worplace address (postcode only)</p> <p>Workplace email address (In Scope TCI users)</p> <p>Job Title (for In Scope TCI Senior Management)</p> <p>Compensation (turnover of sole traders)</p> <p>Tenure InformationQualifications or Certifications (not collected)</p> <p>Nationality</p> <p>Education &amp; training history</p>

	<p>Previous work history</p> <p>Personal Interests</p> <p>References and referee details</p> <p>Driving license details</p> <p>National insurance number</p> <p>Bank statements</p> <p>Utility bills</p> <p>Job title or role</p> <p>Job application details</p> <p>Start date</p> <p>End date &amp; reason for termination</p> <p>Contract type</p> <p>Compensation data</p> <p>Photographic Facial Image</p> <p>Biometric data</p> <p>Birth certificates</p> <p>IP Address</p> <p>Details of physical and psychological health or medical condition</p> <p>Next of kin &amp; emergency contact details</p> <p>Record of absence, time tracking &amp; annual leave</p>
Categories of Data Subject	<p>In Scope TCIs (signatories to the TCI Reinsurance Scheme) who will log onto theportal to supply data.</p> <p>Policyholders of In Scope TCIs: more specifically soletraders / small businesses where the business</p>

	name, address and turnover provided are linked to an individual and as such could be construed as personal data.	
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## **Annex D**

### **Financial Conduct Authority categorisation relating to Order Form date 18/08/2020 under Contract Reference: CCCC20A95**

This Annex sets out the Customer's categorisation under Financial Conduct Authority (FCA) rules for Regulated Investment Activities and relates to the services the Supplier will provide under the Order Form dated 18/08/2020

#### **The Customer categorisation under FCA rules for Regulated Investment Activities**

The Financial Conduct Authority ('FCA') requires the Supplier to categorise its clients. The FCA offers three categories:

- Retail Client
- Professional Client
- Eligible Counterparty

Based on the information available to the Supplier, the Supplier has categorised and intend to treat the Customer an Eligible Counterparty.

The Customer has the right to request a different categorisation under FCA rules. Categorisation as a Professional Client would grant you some additional protections. In terms of the investment activities that the Supplier are likely to undertake for the Customer, the relevant FCA rules that would additionally apply are those relating to communications i.e. the requirements for the Supplier's communications, including financial promotions, to be 'fair and clear' and for financial promotions to be identifiable as such.

The nature of the Supplier's likely investment activities for the Customer also make it unlikely that the Supplier would be able to agree to any request to be treated as a Retail Client. If this is a concern for the Customer, please let the Supplier know and the Parties will discuss the position with the Customer further before taking any action.

If the Customer does not make any recategorisation request, the Customer will remain categorised as an Eligible Counterparty in accordance with the above notification unless the Customer notifies the Supplier or the Supplier becomes aware of any issue that would impact on this categorisation.