



UK Export
Finance

**Call-Off Contract for the Provision of Software and
Systems Review Services**

Between

**The Export Credits Guarantee Department (operating as
UK Export Finance)**

and

PricewaterhouseCoopers LLP

Contract Ref: DN383202

Order Number: RM4167/GIAA/PwC/2018/3/DN383202

**Call-Off from the GIAA Framework, RM4167, Lot 3, Internal
Audit Services**

Date: 20 December 2018

ORDER FORM

SECTION A

This Order Form is issued in accordance with the provisions of the Internal Audit Services for the Government Internal Audit Agency Framework Agreement (RM 4167). The Supplier agrees to supply the Services specified below on and subject to the terms of this Call Off Contract and for the avoidance of doubt this Call Off Contract consists of the terms set out in this Order Form and the Call Off Terms.

DATE 21 December 2018

ORDER NUMBER RM4167/GIAA/PwC/2018/3/DN383202;

FROM THE SECRETARY OF STATE FOR THE EXPORT CREDITS
GUARANTEE DEPARTMENT (operating as UK EXPORT FINANCE),
1 Horse Guards Road, London, SW1A 2HQ Tel: 020 271 8080
"CUSTOMER"

TO PricewaterhouseCoopers LLP, 1 Embankment Place, London, WC2N
6RH "SUPPLIER"

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1 Call Off Commencement Date:

2 January 2019

1.2 Call Off Expiry Date:

End date of Call Off Initial Period

28 February 2019

End date of Call Off Extension Period

The Call-off Contract can be extended by up to one (1) period of one (1) month. The maximum expiry date is 31 March 2019

2. CUSTOMER CORE SERVICES REQUIREMENTS

2.1 Services required (this section 2.1 replaces Schedule 2, Annex 1(The Services) of the Call Off Terms):

- 2.1.1 The Customer requires consultancy services to help support the next stage of its Financial Crime Compliance Project, the "Project".
- 2.1.2 The consultancy services provided up until now has included advice on establishing a new team to address the issue of Financial Crime Compliance (FCC) in UK Export Finance (UKEF).
- 2.1.3 The advice has been focussed on the functions for the team, best practice, operating model and high-level advice on the selection of an IT System to support the team, including assessing whether existing UKEF systems, namely "Salesforce" would be appropriate.

- 2.1.4 This Call-Off Contract is for consultancy services to identify a detailed set of requirements that any solution, Salesforce or not, must meet.
- 2.1.5 If Salesforce is deemed acceptable, then the requirements need to outline what components of that system need to be enabled and configured to meet the UKEF requirements in respect of FCC.
- 2.1.6 If Salesforce is deemed inappropriate for us in this way, the requirements must outline and detailed what functionality and criteria any proposed solution must meet to be considered as a permanent solution. This option will help facilitate a future procurement.
- 2.1.7 The high-level deliverable of the services is a report that will contain:
 - A set of requirements, expressed as "User Stories", and prioritised to clearly define the scope of a Minimal Viable Product (MVP), which could be for Salesforce, or another IT system if Salesforce is deemed inappropriate; and
 - 2.1.7.1 In the case where Salesforce is the selected solution, potential future procurement requirements for licences of the proposed solution; and
 - 2.1.7.2 A solution architecture review of the existing UKEF systems landscape (including UKEF Salesforce) and considerations relating to any proposed MVP on it; and
 - 2.1.7.3 In the case where Salesforce is the selected solution, a draft Delivery Plan for the MVP, including implementation estimates that cover both timescales and potential cost.
 - 2.1.7.4 Further detail on the deliverables above is available in Appendix A
- 2.1.8 In working to produce a forward plan for the MVP, the Supplier will undertake the following activities:
 - 2.1.8.1 Carry out workshops with the Supplier's Forensics Team to define the draft requirements;
 - 2.1.8.2 The Supplier will review UKEF Salesforce to ascertain any considerations that need to be captured during the implementation of it as a solution;
 - 2.1.8.3 Workshops with the UKEF team and the Supplier's subject matter experts (SMEs) to feed into the delivery of the requirements and plan for the MVP including estimation for implementation; and
 - 2.1.8.4 A solution architecture review to ensure that the existing landscape of the IT infrastructure and the impact any proposed MVP would have on it has been taken into full consideration.
- 2.1.9 The Supplier needs to include in the outputs, detailed requirements so that the Customer can begin procurement of either services to implement Salesforce as a solution, or for an alternative product to be sourced, implemented or built.
- 2.1.10 At all stages, the Supplier will engage with the Customer's Key Personnel to have draft outputs reviewed and feedback incorporated to inform final decisions and outputs.

2.1.11 The Customer will sign off on all deliverables before they are considered complete.

2.1.12 For all deliverables listed in clause 2.12, the Supplier and the Customer will agree the format in which these will be delivered as well as the content, unless otherwise specified in Appendix A.

2.2 NOT USED

2.3 NOT USED

2.4 NOT USED

2.5 Location/Sites of Delivery

The Services are to be delivered to UK Export Finance (UKEF), at UKEF Offices, 1 Horse Guards Road, London, SW1A 2HQ

2.6 Dates for Delivery of the Services

The services are to be delivered during the contract period, which begins on 2 January 2019 and ends on 31 January 2019. The Supplier should refer to the target dates of the key deliverables for information on when certain tasks need to be completed; see clause 2.12.

2.7 Implementation Plan

The Supplier will initiate the services with beginning work on the deliverable as outlined line clause 2.1.5.1 of this Order Form.

2.8 Standards

The Supplier shall comply with Clause 11 (STANDARDS AND QUALITY) of the Call Off Terms.

2.9 Service Levels

The Supplier shall conform to Part A of Schedule 6 (Service Levels and Performance Monitoring) of the Call Off Terms.

2.10 Not Used

2.11 Business Continuity and Disaster Recovery (Schedule 9)

Not Used

2.12 Performance Monitoring

As per Annex 1 to Part B (Additional Performance Monitoring Requirements) of Call Off Schedule 6 (Service Levels and Performance Monitoring)

The Supplier will also perform the services of the Contract in line with meeting the following milestones for the deliverables as described in Clause 2 of this Contract:

Deliverable (see Appendix A for details)	Date of Completion
1. A plan to undertake this work and how it will be completed, as well as highlighting UKEF involvement	27 th December 2018
2. Final set of user stories provided in Excel format.	By 18 January 2019

3. Final report incorporating Deliverable 2 (above in this table)	By 31 January 2019
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Changes to the Date of Completion for any Deliverable above may be agreed in writing between the parties from time to time.

Failure to meet the stipulated milestones for the deliverables will result in non-payment of any further invoices until the Supplier has submitted a justification and provided a solution that the Customer approves.

The Supplier will report weekly during the Contract period to the Customer Staff as designated by the Customer from time to time.

The Supplier will report immediately to the Customer on completion of specific deliverables to establish next steps.

The Supplier will report immediately should there be any issue that arises that will impede or delay the delivery of the outcomes of the contract.

2.13 Security

The Supplier shall conform to Call Off Schedule 8 (Security), 'SHORT FORM'.

2.14 Period for providing the Rectification Plan

Five (5) Working Days.

2.15 Exit Management (Schedule 10)

Not Used

3. SUPPLIER'S INFORMATION

3.1 Supplier's inspection of Sites, Customer Property and Customer Assets

Not Used

3.2 Commercially Sensitive Information

The rates and methodology for the services provided by the Supplier will remain commercially sensitive for the duration of the Framework Agreement.

4. CUSTOMER RESPONSIBILITIES

4.1 Customer Responsibilities

The Suppliers ability to perform the services is dependent upon the Customer fulfilling its responsibilities, which include:

4.1.1 Pre-project Resource Nomination

4.1.1.1 At least 5 days before the project start date, Customer will nominate suitable competent resources for the following roles:

4.1.1.2 A Project Manager to coordinate and be accountable for all Customer aspects of the project, including any third parties;

4.1.1.3 A Business Analyst to take part in the workshops and review outputs;

4.1.1.4 IT Subject Matter Experts (SMEs) as required to support the discovery and architecture work, and to provide information regarding current or planned IT systems and infrastructure relevant to the project; and

4.1.1.5 2-3 Business SMEs to support the project requirements and discovery process. SMEs are typically key individuals from the team who will use the new system, who have a deep understanding of the requirements and are able to make decisions regarding the requirements and design of the new system.

4.1.2 Requirements Workshops

4.1.2.1 Prior to the contract start date, provide documentation covering your processes, procedures and as-is system application architecture to help inform the discovery exercise

4.1.2.2 Provide attendance from appropriate Customer staff for all workshops and ad-hoc meetings as required throughout the project. The schedule of workshops and meetings will be agreed with Customer prior to project start. The draft schedule to be agreed is outlined below:

Workshop	Workshop Date	Provisional Times	Agenda	Customer Roles to attend	Supplier Roles to attend
User Story workshop 1	9th Jan 2019	Half day session - PM	- Personas - TRA process - Parties process	-DDU SME -Business Group SME -Audit SME -Compliance SME	-Forensic Team -Lead Consultant -Consultant
User Story workshop 2	10th Jan 2019	Half day session - PM	-Legal and compliance Process -New Party identified Process -Due Diligence	-DDU SME -Business Group SME -Audit SME -Compliance SME	-Forensic Team -Lead Consultant -Consultant
IT Workshop 1	w/c 7th jan 2019	Half day session - PM	-Overview of UAEF architecture -Overview of Integrations -Overview of UAEF systems	UAEF IT	- Solution Architect
UAEF Salesforce Review	w/c 7th jan 2019	Half day session - PM	Side by side observation of current SFDC Org	UAEF IT - SFDC Admin	- Senior Tech Consultant
Solution Architecture Review	14th Jan 2019	2hrs	Review Solution Architecture draft	UAEF IT	- Solution Architect
User Story sign off	25th Jan 2019	2 hrs	- Review & sign off final user stories	-DDU SME -Business Group SME -Audit SME -Compliance SME	-Forensic Team -Lead Consultant -Consultant

4.1.2.3 Provide a room for the requirements workshops, with a projector/large screen and ideally with a flip chart

4.1.2.4 Provide timely clarifications to questions raised throughout the project.

4.1.3 Access to systems & premises

4.1.3.1 Prior to contract start date, provide administrator access to a Sandbox for your Salesforce instance to allow us full access to review the current Customer Salesforce set-up

4.1.3.2 Provide access to other Customer systems as required to complete the assignment

4.1.3.3 Provide access to Customer premises for all Supplier staff requiring access to complete the assignment

4.1.4 Pre-requisites for the Customer Salesforce Review

4.1.4.1 Customer will run the following standard Salesforce reports in their current Salesforce instance and send a copy of the reports to Supplier prior to the contract start date

4.1.4.1.1 Salesforce Optimizer Report

4.1.4.1.2 Lightning readiness Report (including VisualForce Report)

4.1.4.1.3 Health Check Report (provided as screenshots copied in to a Word document)

4.1.4.2 Customer will provide a list of user types who currently access Salesforce, and for each additionally provide screenshots of the screens they access in Salesforce. The screenshots by user type will be copied in to a Word format document and be provided to Supplier before the contract start date

4.1.5 Review and sign-off of deliverables

4.1.5.1 The Customer will have 5 days from the date the Supplier provides a deliverable to the Customer (according to the schedule of deliverables laid out in 2.12) to inform the Supplier whether it is accepted or rejected. If the Customer does not accept or reject the deliverable in writing within 5 days, or if the Customer uses the deliverable for any purpose other than acceptance testing, the Customer will be deemed to have accepted it. If the deliverable meets its acceptance criteria the Customer will accept it and provide the Supplier with written notification of acceptance if requested by the Supplier. Upon acceptance of the deliverable, all services associated with it shall be deemed accepted and Supplier shall have no further obligation with respect to that deliverable unless clause 2.1.13 applies.

4.1.5.2 Non-acceptance – The Customer will not withhold acceptance unreasonably and will be entitled to reject a deliverable only if the deliverable fails to meet its acceptance criteria. If the Customer rejects a deliverable, Customer will notify the Supplier of the reasons why it does not meet its acceptance criteria and the Supplier will take reasonable steps to remediate the deficiency and resubmit it for testing. If a deliverable fails to meet its acceptance criteria after two further attempts to deliver it then Supplier may terminate the services and refund the fees the Customer has paid the Supplier for the deliverable upon its return to us.

4.1.5.3 Delay – Supplier will have no liability for any failure or delay caused by: (i) any failure by the Customer to comply with their obligations under the agreement; (ii) the act or omission of any third party not engaged by the Supplier in connection with the project to which the services relate; or (iii) the performance or failure to perform of any third party hardware, software, networks, infrastructure or materials (including third party materials and documentation) not supplied by the Supplier under the agreement (together 'qualifying delays').

4.1.5.4 Consequences of a qualifying delay – Where there is a qualifying delay: (i) Supplier will notify Customer when it is reasonably believed by the Supplier that a qualifying delay is likely to delay the services; and (ii) Supplier will be entitled to: (a) an extension of time equal to the period of delay caused as a direct result of such qualifying delay; and (b) recover our reasonable additional costs to the extent directly caused by the qualifying delay, including the costs of any additional services caused by the qualifying delay.

The Customer shall be responsible for all decisions made in respect of any information gained from the provision of services.

This section 4.1 replaces Part B of Schedule 4 of the Call Off Terms.

5. CALL OFF CONTRACT CHARGES AND PAYMENT

- 5.1 This Call-Off Contract will operate on a fixed price payment mechanism. The fixed price for the delivery of all services under this Call-Off Contract is:

5.1.1 £65,000 (excluding VAT) but including expenses

- 5.2 The Customer and Supplier both acknowledge that as of the date of this contract, the scope of work has many dependencies, which include, but are not limited to:

5.2.1 Availability of internal staff to cooperate with the consultancy services;

5.2.2 Compatibility of any new proposed solution with the Customer's current IT Infrastructure;

5.2.3 Internal approval on recommendations; and

5.2.4 Training and cooperation of the Customer's staff

- 5.3 Notwithstanding the dependencies as outlined in 5.2, the Supplier is required to deliver all services and outcomes within the agreed fixed price as per 5.1.1. Should the Supplier not deliver within the specified Call-Off Contract term as per this Order Form, the Supplier will be obligated to continue at its own expense until such outcomes are delivered.

- 5.4 The Supplier will invoice the Customer at the end of the Call-Off Contract term, and only once the deliverables are completed and approved by the Customer.

Payment terms will be thirty (30) days from date of invoice.

Payment will be made via BACS payment.

Invoices must:

- Have a valid Purchase Order (PO) number
- Full address of the Customer
- Full address of the Supplier
- Breakdown of costs and applicable VAT
- The VAT number of the supplier
- A unique invoice number and date of issue

Only valid invoices will be paid.

Invoices should be addressed to:

UK Export Finance, 1 Horse Guards Road, London, SW1A 2HQ

Invoices should be submitted to:

UKEF.Invoicingteam@ukexportfinance.gov.uk

5.3 Estimated Year 1 Call Off Contract Charges

Sixty-five thousand £ Sterling (£65,000) plus VAT at the prevailing rate.

This is a fixed price Call-Off Contract and will be charged upon successful delivery of the outcomes as stated in 2.12 of this Call-Off Order Form.

5.4 Undisputed Sums Limit

For the purposes of Clause 42.1.1 the Undisputed Sums Limit shall be one hundred percent (100%) of the total call-off contract value.

This section 5 replaces Annexes 1 and 2 of Schedule 3.

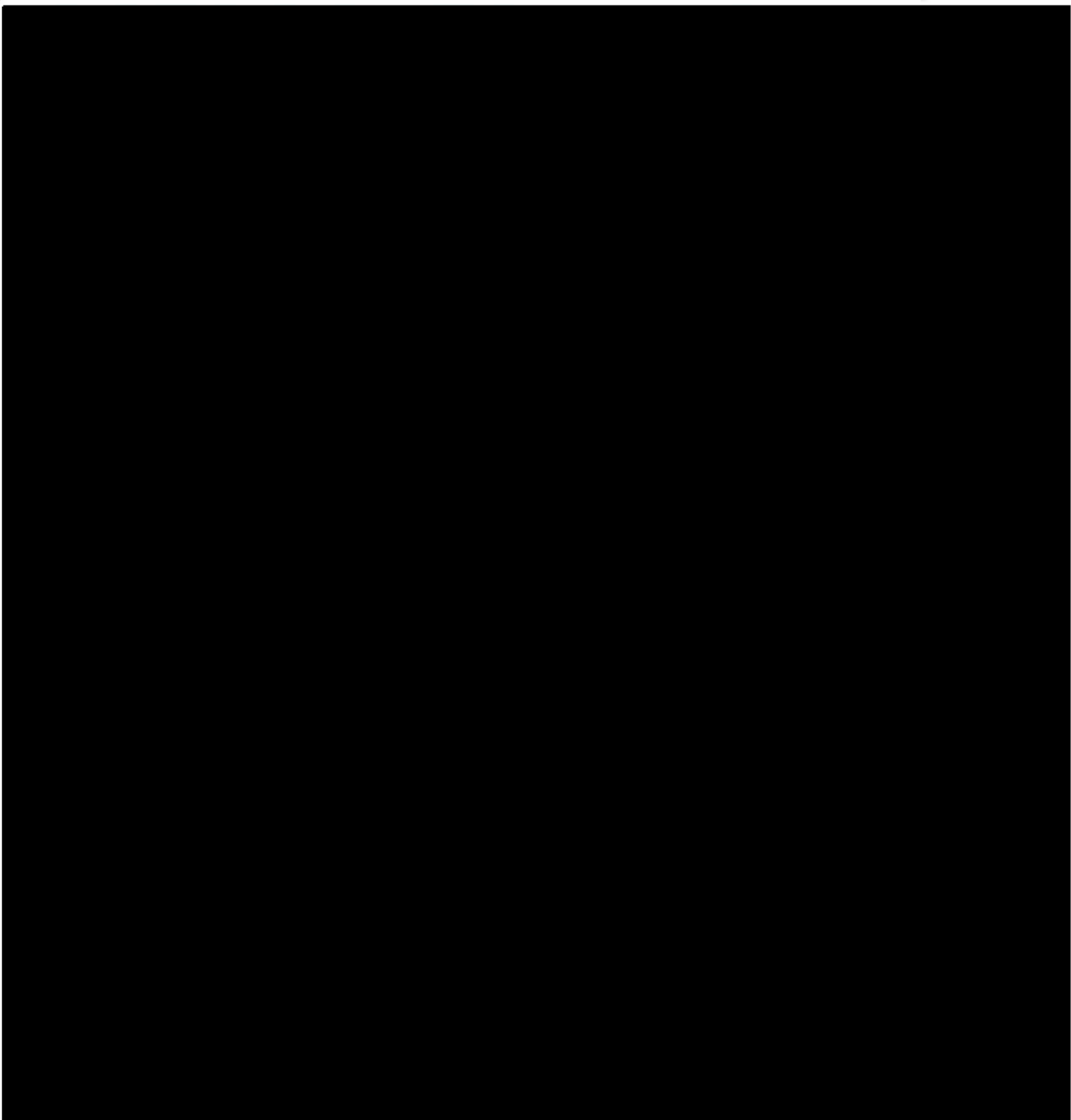
SECTION C

6. CUSTOMER OTHER CONTRACTUAL REQUIREMENTS

6.1 Call Off Guarantee

Not used

6.2 Key Personnel



The Supplier's key personnel will be assisted by other such staff as may be required during the review.

6.3 Relevant Convictions

Clause 27.2.1 of the Call Off Terms shall apply.

6.4 Failure of Supplier Equipment

Not used

6.5 Protection of Customer Data

Not used

6.6 Testing

Not used. Clause 12 and Schedule 5 are therefore deleted.

6.7 Limitations on Liability

Clause 36 (LIABILITY) of the Call Off Terms shall apply.

6.8 Insurance

Clause 37 (INSURANCE) of the Call Off Terms shall apply.

6.9 Termination without cause notice period

The minimum number of days for the purposes of Clause 41.7 (TERMINATION WITHOUT CAUSE) of the Call Off Terms shall be ten (10)

6.10 Dispute Resolution

Information required to be provided by PwC in accordance with their obligations under The Provision of Services Regulations 2009, to the extent not included within this contract, can be viewed at <https://www.pwc.co.uk/>. Additionally, in relation to Dispute Resolution, GIAA or other Contracting Authority may take up matters with the PwC regulators, details of which can be viewed at <https://www.pwc.co.uk/>

6.11 Communications

The Supplier and the Contracting Authority each agree to communicate electronically over the internet, including email communications. The Supplier and the Contracting Authority shall each be responsible for protecting their own systems and interests and neither party shall be responsible to the other on any basis (contract, tort or otherwise) for any loss, damage or omission in anyway arising from the use of electronic data (including e-mail) as a form of communication. Nothing in this clause shall exclude any liability arising from the negligent addressing and transmission of an email to an incorrect party.

6.12 Drafts

Draft Deliverables may represent work in progress and provide views in respect of which the Supplier has not received full and accurate Information. Accordingly, draft Deliverables will not constitute the Supplier's definitive opinions and conclusions and the Supplier will not be liable to the Contracting Authority (or anyone else) whether in contract, tort or otherwise for the content or use of any draft Deliverables. The Supplier will not be liable to the Contracting Authority (or anyone else) whether in contract, tort or otherwise for oral advice provided during the provision of the Services except the Supplier shall be liable to the Contracting Authority where the provision of any aspect of the Services exclusively comprises oral advice (as set out in this Order).

7. ADDITIONAL AND/OR ALTERNATIVE CLAUSES

7.1 Supplemental requirements to the Call Off Terms

The Supplier should be aware that following the expiration of this Contract, the Customer is not obliged to extend or re-award a contract to the Supplier for any subsequent or follow-up work and reserves the right to procure services for such phases elsewhere.

The Supplier must be aware of the Customer's responsibility to Cabinet Office Spending Controls and Public Procurement and Contract Regulations.

All working papers produced or held by the Supplier must be copied to the Customer. The Supplier may retain a copy of all materials upon which the work is based for record purposes. The Supplier should facilitate and cooperate in the handover to a different supplier following any re-procurement for future stages of the Project.

7.2 Amendments to/refinements of the Call Off Terms

None.

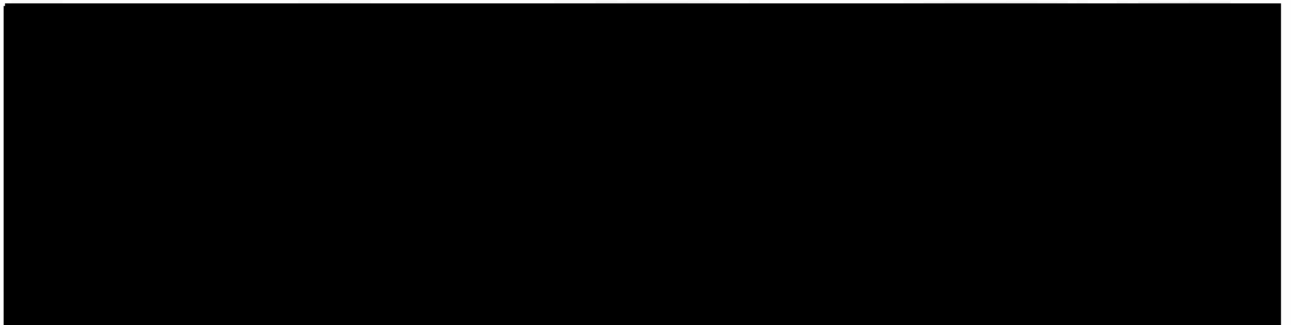
7.3 Alternative and/or Additional Clauses (select from Call Off Schedule 14 (Alternative and/or Additional Clauses))

None.

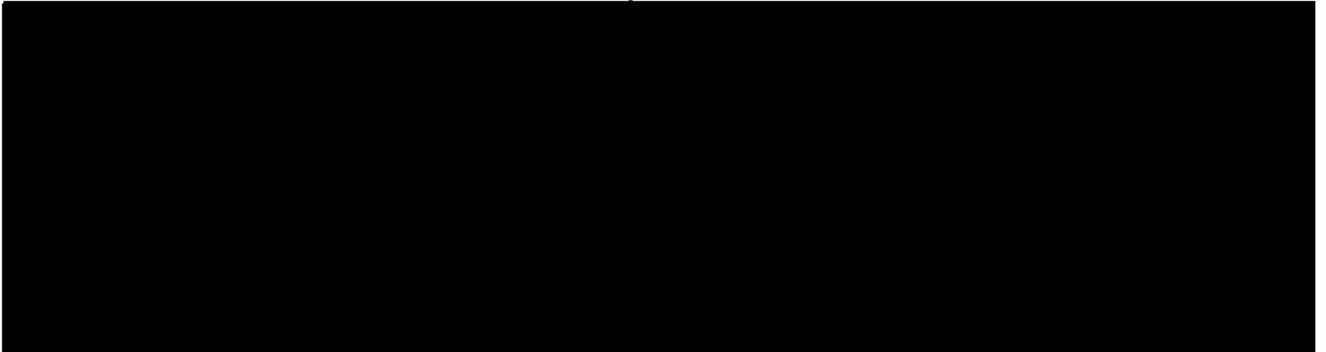
8. FORMATION OF CALL OFF CONTRACT

- 8.1 BY SIGNING AND RETURNING THIS 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.
- 8.2 The Parties hereby acknowledge and agree that they have read the Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.**
- 8.3 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 Order Form from the Supplier within two (2) Working Days from receipt.**

For and on behalf of the Supplier: Pricewaterhouse Coopers



For and on behalf of the Customer: UK Export Finance



APPENDIX A – SUPPLIER SOLUTION

The Supplier will deliver a non-PwC branded report in Microsoft Word format with the following sections:

- A set of requirements, expressed as user stories:
 - Defined by the scope of the TRA risk process (version 6)
 - With acceptance criteria defined
 - Prioritised in particular clearly defining the “Minimum Viable Product” initial project scope
 - With VROM (order of magnitude) level build effort estimates to aid in prioritisation
- A review of the current Customer Salesforce configuration covering:
 - Covering key implementation considerations for the project
 - Documented additional license considerations for the project
 - Approximately 2 pages
- A solution architecture section covering:
 - High level solution architecture
 - Integration considerations
 - Application-level Integration architecture
 - Other architectural considerations
 - For clarity this is not a high level design for the project, but is aimed at assessing where Salesforce would sit within the existing systems landscape & any key considerations, in particular around data flows & integration with other systems
- A draft implementation plan:
 - Defining a draft delivery timeline for the technology deployment
 - Highlighting Customer deliverables and resources the project will be dependent on

The Customer agrees that the services and deliverables will not constitute an audit or non-audit assurance under ISAE 3000