



Crown  
Commercial  
Service

**Provision of Test & Trace Work Package 971**

**To**

**Department of Health and Social Care**

**From**

**PricewaterhouseCoopers LLP**

**Contract Reference: CCCC21A10**

**Crown Commercial Service**

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

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**FRAMEWORK SCHEDULE 4**  
**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 Complex & Transformation Consultancy Services dated **4 September 2018**.

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 Template Call Off Order Form and the Call Off Terms.

Order Number	To be confirmed, following Contract Award
From	<b>[REDACTED]</b> Secretary of State for Health and Social Care acting as part of the Crown through the Department of Health & Social Care of 39 Victoria Street, London, SW1H 0EU  ("CUSTOMER")
To	<b>[REDACTED]</b> PricewaterhouseCoopers LLP (trading as PwC) Company number: OC303525  7 More London Riverside London SE1 2RT  ("SUPPLIER")
Date	13 <sup>th</sup> January 2021 ("DATE")

## SECTION B

### 1. CALL OFF CONTRACT PERIOD

1.1.	<b>Call Off Commencement Date:</b> 13 <sup>th</sup> January 2021
1.2.	<b>Call Off Expiry Date:</b>  End date of Call Off Initial Period: 15 <sup>th</sup> July 2021  End date of Call Off Extension Period: Not applicable (no extension option)  Minimum written notice to Supplier in respect of extension: Not applicable (no extension option)

### 2. SERVICES

2.1.	<b>Services required:</b>  <b>NIHP financial business case - Background:</b> The National Institute for Health Protection (NIHP) will be a new health organisation with a focus on a rigorous science-led approach to public health protection. The Institute's key objective is to boost the UK's ability to deal with and recover from COVID-19 and meet the associated health challenges.  NIHP will bring together Public Health England (PHE) and NHS Test and Trace (T&T) as well as the analytical capability of the Joint Biosecurity Centre (JBC) under a single leadership team. The organisation will be formalised and operational from Autumn 2021.  <b>[REDACTED]</b>
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**NIHP financial business case: Services**

The Supplier will report into [REDACTED] for the financial business case, on a daily basis.

The Services covered under this support include:

- Supporting the development of the finance case of the business case for NIHP. Specifically this will include:
  - Supporting the DPD to develop a high level financial business case for NIHP for its first year. This work will draw upon the strategy, operational models and workforce models currently in development for the new organisation and require significant input from the finance teams at T&T, PHE and the JBC.
  - Supporting the DPD to draft the formal Business Case document that is expected to be submitted to HM Treasury in March 2021, with further refinement after this date up until July 2021;
  - Supporting the DPD to provide regular formal and informal updates to the client and other key stakeholders (DH, HMT, Cabinet Office, No 10);
  - Supporting the DPD to establish the programme management infrastructure, processes, tools and reports required to oversee the delivery of the programme.

**Specifically the Customer wishes the Supplier to provide the following resources into the NIHP Team:**

**G6 Business case support, G7 Financial Modeller, and SEO business case support**

- Build a robust, flexible set of financial calculations to support production of the NIHP Finance Case and ensure timely and accurate costings are provided for TT.
- Work with TT and PHE policy, analyst and finance colleagues, to ensure that appropriate scenarios are calculated for 2021/22.
- Liaise closely with PHE and TT colleagues to understand what TT functions/resource are likely to form part of the enduring organisation.

[REDACTED]

**Finance PMO - The Services:**

The Supplier will report into [REDACTED]. From an overall perspective, the Customer will require the Supplier to provide services to:

- Support the establishment and introduction of a robust PMO approach to financial management and improvement, with a regular cadence and focus across both business as usual and special projects;
- Support the running of the PMO in line with the regular cadence and focus as set out in the point above;
- Assess financial issues vs. RAID framework.

Specifically, the Customer will require the Supplier to carry out tasks related to the requirements set out above through the following:

- Establishing the Finance PMO function, with a regular, well controlled routine to drive forward the delivery of the following 6 key priority areas:
  - Review the budget setting approach and SR21;
  - Managing the recruitment of permanent staff;
  - Support the delivery of NHST&T top priorities for Q4 FY 20/21;
  - Supplementary and Main estimates;
  - Support year end close down;
  - Manage the week by week Q4 plan from DDs;
- In addition, provide support to the PMO process of plan development and monitoring of the following 12 priority projects:
  - Activities linked to quarterly reporting;
  - Implementation of finance / business challenge sessions;
  - Assist with NAO & internal audit preparation;
  - Implementation of improvements to actuals and accruals;
  - Reviewing the overarching working assumptions and finance playbook;
  - Resolve remuneration issues
  - How the finance function adds value to the organisation

- Review improvements to Management Accounting and forecasting
- Embed D365
- Create and embed cost centres
- Address Learning & Development needs
- Review the business case & guidance process

Specifically, you wish us to provide the following PMO services:

### **PMO Team**

#### **1 x G6 (PMO Lead)**

- Assisting the SCS1 by establishing the Finance PMO function, with a regular and well controlled routine around the following 6 key priority areas:
  - Review the budget setting approach, SR21 and transition to NIHP;
  - Create a schedule for how the new team will be embedded;
  - Support the delivery of NHST&T top priorities for Q4 FY 20/21;
  - Supplementary and Main estimates;
  - Support year end close down;
  - Manage the week by week Q4 plan from DDs
- Provide support, advice and robust but-constructive challenge to policy stakeholders and arm's length bodies
- Routinely provide advice around the more complex or strategic issues and to develop effective and trusted relationships with senior stakeholders
- Manage and delegate the appropriate workstreams to the G7/SEOs

#### **G7 PMO Change Management Support**

- **To provide PMO support to the following 12 priority areas:**
  - Activities linked to quarterly reporting;
  - Implementation of finance / business challenge sessions;
  - Assist with NAO & internal audit preparation;
  - Implementation of improvements to actuals and accruals;
  - Reviewing the overarching working assumptions and finance playbook;
  - Resolve remuneration issues
  - How the finance function adds value to the organisation
  - Review improvements to Management Accounting and forecasting
  - Embed D365
  - Create and embed cost centres
  - Address Learning & Development needs
  - Review the business case & guidance process
- Build strong relationships and collaborate with multiple stakeholders across T&T, PHE and DHSC
- Pro-actively manage workflow, organising meetings as required, to manage issues and ensure timely inputs to relevant documents;.
- Produce programme and action plans and monitor risks and issues related to T&T finance matters;
- Ensure that all workstream assumptions are validated and clearly documented.

#### **SEO Finance Assistant**

Support the PMO Team by undertaking the following tasks:

- Managing shared working spaces.
- Assist organising meetings and taking minutes where necessary.
- Assist producing practical project management products and presentation materials as required.
- Assisting with analysis and drafting.

#### **Partner/Director investment time**

The time incurred would involve:

- Daily and weekly check and challenge of the teams involved in both pieces of work;
- Oversight and support to the teams, to bring the best of our wider experience to our work with you;
- Review of draft deliverables and outputs, to ensure they meet high quality standards;

Advice on financial matters relevant to the two pieces of work. This element is particularly important given the high-profile nature of the NIHP business case.

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 Framework Agreement.

Whilst the above priority areas reflect the current structure, they may change given the pace at which the programme is evolving. Where this is material, we will discuss this with you and amend the scope of our services if required

#### **Customer responsibilities:**

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 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.

#### **COVID-19**

The ongoing uncertainty related to Coronavirus (COVID-19) may impact your and our ability to perform obligations under the agreement, including as a result of travel restrictions. For example we 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 you are affected by COVID-19 and it has an impact on the agreement please let us know so that we can seek solutions together.

Please also see our [website](#) here for information in relation to responding to the business impacts of COVID-19.



	<p>In addition to the Services set out in this section 2.1 and Call Off Schedule 2, the Supplier is also required to deliver, as part of the Services, the Key Performance Indicators listed below and detailed out in Annex 1 to this Call Off Order Form):</p> <ul style="list-style-type: none"> <li>● 99% of timecost summary reports completed and submitted to the Buyer within five (5) Working Days of week end detailing all billable work completed in the preceding week</li> <li>● 99% minimum accuracy across total invoices received (direct match between invoiced amounts and accompanying timecost summary reports).</li> </ul>
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### 3. PROJECT PLAN

3.1.	<b>Project Plan:</b>  The Supplier shall provide the Customer with a draft Project Plan for Approval within 10 Working Days from the Call Off Commencement Date  This Call-Off Contract will include the following Project Plan, exit and offboarding plans and milestones:					
Milestone	Deliverables	Durat -ion	Milestone Date	Customer Responsibilities	Milestone Payments	Delay Payments
Project Plan Delivered	An Approved Project Plan per work package (to include all Deliverables and Milestones)		Within ten (10) Working Days of Call Off Contract Commence-ment		N/A	

Knowledge Transfer Complete	A knowledge transfer plan in accordance with paragraph 13 of Call Off Schedule 9 (Exit Management) as varied by section 8.4 of this Order Form		Within twenty (20) Working Days of Call Off Contract Commencement		N/A	
Transparency Reports	As set out in section 10.10 below		As set out in section 10.10 below		N/A	

#### 4. CONTRACT PERFORMANCE

4.1.	<b>Standards:</b> As defined in the Call Off Terms Not applied
4.2	<b>Service Levels/Service Credits:</b> Not applied
4.3	<b>Critical Service Level Failure:</b> Not applied
4.4	<b>Performance Monitoring:</b> The Supplier shall provide weekly timesheet reports in a format to be determined by the Customer showing time spent by each member of Supplier Personnel against agreed budgets
4.5	<b>Period for providing Rectification Plan:</b> The period of ten (10) Working Days in Clause 39.2.1(a) shall be amended to five (5) Working Days

#### 5. PERSONNEL

5.1	<b>Key Personnel:</b>  <b>Key Personnel – NIHP Financial business case:</b> [REDACTED]  [REDACTED]  <b>Key Personnel: Finance PMO:</b> [REDACTED]  [REDACTED]
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5.2	<p><b>Relevant Convictions</b> (Clause 28.2 of the Call Off Terms):</p> <p>Applied as per clause 28.2.</p> <p>The Supplier shall ensure that the checks specified in HMG Baseline Personnel Security Standard have been carried out in respect of any of Supplier Personnel assigned to access the Customer Premises, Customer Property, Customer Data or any other property or information belonging to the Customer, and that the results of those checks were satisfactory. The Supplier shall document full and accurate records of HMG Baseline Personnel Security Standard checks.</p> <p>This sub-clause 28.2 shall apply if the Customer has specified Relevant Convictions in the Call Off Order Form.</p> <p>The Supplier shall ensure that no person who discloses that he has a Relevant Conviction, or who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Services without Approval.</p> <p>Notwithstanding Clause 28.2.2, for each member of Supplier Personnel who, in providing the Services, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Customer owes a special duty of care, the Supplier shall (and shall procure that the relevant Sub-Contractor shall):</p> <ul style="list-style-type: none"> <li>• carry out a check with the records held by the Department for Education (DfE);</li> <li>• conduct thorough questioning regarding any Relevant Convictions; and</li> <li>• ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS), and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Services any person who has a Relevant Conviction or an inappropriate record.</li> </ul>
5.3	<p><b>Supplier personnel and subcontractors:</b></p> <p>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.</p>
5.4	<p><b>COVID-19</b></p> <p>The Customer shall afford the same protections in relation to the prevention/handling of COVID-19 to the Supplier's staff whilst such staff are on the Customer's premises or on third party premises (at the Customer's request) that the Customer affords to the Customer's own staff.</p>

## 6. PAYMENT

6.1	<p><b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT):</p> <p>See Annex 2</p>
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	<p><b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT):</p> <p>The relevant daily rates are as follows. These exclude any expenses, to be agreed between the Supplier and the Customer.</p> <table border="1" data-bbox="345 352 937 919"> <thead> <tr> <th data-bbox="345 352 818 470">Grade</th><th data-bbox="818 352 937 470">Lot 2 Daily rate</th></tr> </thead> <tbody> <tr> <td data-bbox="345 470 818 548">[REDACTED]</td><td data-bbox="818 470 937 548"></td></tr> <tr> <td data-bbox="345 548 818 669"></td><td data-bbox="818 548 937 669"></td></tr> <tr> <td data-bbox="345 669 818 732"></td><td data-bbox="818 669 937 732"></td></tr> <tr> <td data-bbox="345 732 818 810"></td><td data-bbox="818 732 937 810"></td></tr> <tr> <td data-bbox="345 810 818 869"></td><td data-bbox="818 810 937 869"></td></tr> <tr> <td data-bbox="345 869 818 919"></td><td data-bbox="818 869 937 919"></td></tr> </tbody> </table>	Grade	Lot 2 Daily rate	[REDACTED]											
Grade	Lot 2 Daily rate														
[REDACTED]															
6.2	<p><b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>Monthly in arrears. Monthly periodic invoicing will apply by BACS payment.</p> <p>In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)</p> <p>Submitted invoices must be accompanied by supporting information including:</p> <ul style="list-style-type: none"> <li>• completed timecost summaries for amounts set out in the relevant invoice; and</li> <li>• such other information as the Customer (acting reasonably) may require in order to verify the invoiced amounts.</li> </ul> <p>The Supplier shall have processes and systems in place to ensure costs and pricing are managed appropriately during the Call Off Contract. The Supplier shall ensure that an effective mix of grades of the project team are assigned and managed during the Call Off Contract to ensure best value for money for the Customer.</p> <p>Invoice payment will be approved upon satisfactory delivery of the agreed Key Performance Indicator targets set out in Annex 1 to this Call Off Order Form and (in respect of the period of [x] weeks before the end of the Initial Period (and any Extension Period, where applicable) a completed knowledge transfer in accordance with section 8.4 of this Call Off Order Form.</p>														
6.3	<p><b>Reimbursable Expenses:</b></p> <p>Not permitted</p>														

<b>6.4</b>	<b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): <b>[REDACTED]</b>
<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
<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: <b>[REDACTED]</b>
<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)): Not Permitted

## 7. LIABILITY AND INSURANCE

7.1	<p><b>Estimated Year 1 Call Off Contract Charges:</b></p> <p>The sum of £1,054,050.00</p> <p>In estimating the contract charges, the Customer and Supplier have made the following assumptions on the level of service provision and time inputs:</p> <ul style="list-style-type: none"> <li>• Team leadership will be provided by [REDACTED] and [REDACTED];</li> <li>• Three members of staff working full time in the Finance PMO:</li> </ul> <ul style="list-style-type: none"> <li>• [REDACTED]</li> <li>• [REDACTED]</li> <li>• [REDACTED]</li> </ul> <ul style="list-style-type: none"> <li>• [REDACTED] and [REDACTED] providing oversight of this team at all times.</li> <li>• This assumes that staff take one week of holiday between now and the end of March;</li> <li>• This assumes a short handover period at the beginning of July where the time inputs taper down to reflect substantive staff starting work.</li> </ul> <p><b>NIHP Finance business case:</b></p> <p><b>Estimated Year 1 Call Off Contract Charges:</b></p> <p>In estimating the contract charges, the Customer and Supplier have made the following assumptions on the level of service provision and time inputs:</p> <ul style="list-style-type: none"> <li>• Team leadership will be provided by [REDACTED] and [REDACTED];</li> <li>• Three members of staff working full time on the NIHP business case:</li> </ul> <ul style="list-style-type: none"> <li>• [REDACTED]</li> <li>• [REDACTED]</li> <li>• [REDACTED]</li> </ul> <p>Should it be necessary to change the support provided, for example changing staff members, then the Supplier and Customer will agree this in writing with 14 days notice to allow for an effective handover.</p> <p><b>Should it be necessary to extend the period of support and increase the estimated call off charges, the Supplier and Customer will agree this separately.</b></p>
7.2	<p><b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms);</p> <p>As set out in Clause 37.2.1 of the Call Off Terms</p>

<b>7.3</b>	<b>Insurance</b> (Clause 38.3 of the Call Off Terms): Professional Indemnity – £5m per claim and in the aggregate per annum Employers’ liability – as required by law Third Party Public and Products Liability Insurance – £5m per occurrence and in the aggregate per annum
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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): In Clause 42.2.1(c) of the Call Off Terms
<b>8.2</b>	<b>Termination without cause notice period</b> (Clause 42.7 of the Call Off Terms): The period of thirty (30) Working Days in Clause 42.7 shall be amended to five (5) Working Days
<b>8.3</b>	<b>Undisputed Sums Limit:</b> In Clause 43.1.1 of the Call Off Terms
<b>8.4</b>	<b>Exit Management:</b> In Call Off Schedule 9 (Exit Management), which shall be amended as follows: The following new paragraph 13 will be added: 13.1 The Supplier will produce and submit to the Customer a knowledge transfer plan within 20 Working Days of the Call Off Commencement Date (or such other period as may be agreed by the Parties in writing). The draft knowledge transfer plan shall set out as a minimum: <ul style="list-style-type: none"> <li>the Supplier's proposed methodology for achieving the transfer of all relevant knowledge to the Customer and/or Replacement Supplier which might be necessary to ensure a rapid, orderly, non- disruptive transition of the Services from the Supplier to the Customer and/or its Replacement Supplier on the expiry or termination of this Call Off Contract;</li> <li>a project plan for effective knowledge transfer, including Milestones and Deliverables;</li> <li>identification of all critical processes and information that will be documented and provided to the Customer and/or Replacement Supplier and the timescales for documentation and provision;</li> <li>the proposed format of documentation and/ or training that will be provided by the Supplier as part of knowledge transfer and the proposed dates for provision; and</li> </ul>



	<ul style="list-style-type: none"> <li>Definitions of an agreed acceptable standard and sign-off process (including roles and responsibilities from Supplier and Customer teams)</li> </ul> <p>13.2 The Parties shall use reasonable endeavours to agree the contents of the knowledge transfer plan. If the Parties are unable to agree the contents of the Exit Plan within ten (10) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.</p> <p>13.3 Upon termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination Assistance and its compliance with the other provisions of this Call Off Schedule 9), the Supplier shall, at its own cost and expense:</p> <p>13.3.1 comply with all of its obligations contained in the Knowledge Transfer Plan and shall make available for the purposes of knowledge transfer to the Customer and/or the Replacement Supplier.</p> <p>13.3.2 provide no less than [40 hours] of dedicated resource time from Supplier Personnel who were actively engaged in the provision of the Services to carry out the knowledge transfer activities set out in the knowledge transfer plan. This cost will be absorbed by the supplier at the time of contract expiry.</p>
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## 9. SUPPLIER INFORMATION

<b>9.1</b>	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b> Not applicable
<b>9.2</b>	<b>Commercially Sensitive Information:</b> The following information shall be deemed Commercially Sensitive Information: 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; Any information falling within the definition of "Supplier's Confidential Information." The duration for which such information shall be confidential is indefinite.

## 10. OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<b>Recitals</b> (in preamble to the Call Off Terms): Recital A
<b>10.2</b>	<b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b> Not required
<b>10.3</b>	<b>Security:</b> Short form security requirements

<b>10.4</b>	<b>ICT Policy:</b> As per Department for Health and Social Care standard policy			
<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b> In Call Off Schedule 8 (Business Continuity and Disaster Recovery)  <b>Disaster Period:</b> For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be as defined in the BCDR Plan.			
<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): Not Applicable			
<b>10.9</b>	<b>Notices</b> (Clause 56.6 of the Call Off Terms): Customer’s postal address and email address: <b>Department of Health and Social Care,</b> <b>39 Victoria Street,</b> <b>Westminster,</b> <b>London,</b> <b>SW1H 0EU</b> Email: <b>[REDACTED]</b>  Supplier’s postal address and email address: <b>PricewaterhouseCoopers LLP</b> <b>7 More London Riverside</b> <b>London</b> <b>SE1 2RT</b> Email: <b>[REDACTED]</b>			
<b>10.10</b>	<b>Transparency Reports</b> As set out in the table below (and Call Off Schedule 13 (Transparency Reports)):			
	<b>TITLE</b>	<b>CONTENT</b>		<b>FREQUENCY</b>
	Project Progress & Deliverables Report	<ul style="list-style-type: none"> <li>A summary of resource utilised: activities completed and cost assigned in the week completed;</li> <li>A rolling two (2) week forecast of resource required</li> </ul>	Powerpoint	Weekly

		<ul style="list-style-type: none"> <li>• Overview of all open and closed actions</li> <li>• Overview of open and closed risks and issues</li> <li>• Deliverables provided and Milestones completed/achieved in the relevant week</li> <li>• Anticipated delays to delivery of Milestones and Deliverables</li> </ul>			
	KPI Performance Report	<ul style="list-style-type: none"> <li>• Outlining the Supplier's performance against the key performance indicators referred to in section 2.1 above</li> </ul>		Weekly	
<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 applicable				
<b>10.12</b>	<b>Call Off Tender:</b> In Schedule 16 (Call Off Tender)				
<b>10.13</b>	<b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b> Not applicable				
<b>10.14</b>	<b>Staff Transfer</b> Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).				
<b>10.15</b>	<b>Processing Data</b> Call Off Schedule 17 <b>CUSTOMER</b> Name: <b>[REDACTED]</b> Email: <a href="mailto:Data.protection@DHSC.gov.uk">Data.protection@DHSC.gov.uk</a>  <b>SUPPLIER</b> The contact details of the Supplier's Data Protection Officer are: Data Protection Officer PricewaterhouseCoopers LLP 1 Embankment Place London WC2N 6RH +44 (0)20 7583 5000 Email: <a href="mailto:data.protection.office@uk.pwc.com">data.protection.office@uk.pwc.com</a>				

	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Call Off Contract.</p> <p>In common with most professional service providers, the Supplier (“PwC”) uses third party processors to provide certain elements of its IT systems and the support for them. PwC and its third party service processors have host servers and data centres throughout the world. PwC puts in place contractual arrangements with such processors which comply with data protection law and PwC’s strict standards of security and confidentiality. PwC 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 PwC 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>The Customer should not provide PwC with personal data unless the Call Off Contract requires the use of it or PwC requests it from you. In respect of any personal data that the Customer does share with PwC, the Customer should ensure that it has necessary authority from relevant data subjects for PwC to use and transfer it in accordance with the Call Off Contract, and that they have been given necessary information regarding its use</p>
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<b>Contract Reference:</b>	CCCC21A10
<b>Date:</b>	<b>13<sup>th</sup> January 2021</b>
<b>Description Of Authorised Processing</b>	<b>Details</b>
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation the Customer is the Data Controller and the Supplier is the Data Processor of Personal Data under this Call Off Contract Agreement.
Use of Personal Data	Managing the obligations under the Call Off Contract Agreement, including delivery of the Services.
Duration of the processing	For the duration of the Call Off Contract Agreement.
Nature and purposes of the processing	As necessary for the Supplier to deliver the Services, in particular by using the Personal Data specified below to contact and discuss relevant matters with employees and contractors of the Customer.
Type of Personal Data	<p>Full name</p> <p>Workplace address</p> <p>Workplace Phone Number</p>

	<p>Workplace email address</p> <p>Job title or role</p> <p>Compensation</p> <p>Tenure Information</p> <p>Qualifications or Certifications</p> <p>Nationality</p> <p>Education &amp; training history</p> <p>Previous work history</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>
Categories of Data Subject	Employees and contractors of the Customer.

<b>10.16</b>	<b>MOD DEFCONs and DEFFORM</b>  Call Off Schedule 15  Not applicable
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## **FORMATION OF CALL OFF CONTRACT**

**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:

**[REDACTED]**

For and on behalf of the Customer:

**[REDACTED]**

**Annex 1 – Details of key performance indicators which are required to be delivered by Supplier as part of the Services listed in Section 2.1 of this Call Off Order Form**

**Key performance indicators**

From the Commencement Date or the date of signing this work order (whichever is the later) and during the Call Off Contract Term, the Supplier shall meet or exceed the following key performance indicators:

No.	Subsidiary Performance Indicator Title	Definition	Formula	A	B
1	On Time Timecost Summary Submission	<p>99% of all Timecost Summaries, summarising the number of hours worked by the Supplier's team, detailing all billable work completed in the relevant KPI Measurement Period are completed and issued to the Customer On Time</p> <p>Where "On Time" means within five (5) Working Days of the end of the relevant KPI Measurement Period</p>	(A/B) x100	Number of completed Timecost Summaries submitted On Time in the relevant KPI Measurement Period	Total number of completed Timecost Summaries submitted in the relevant KPI Measurement Period
2	Invoice Accuracy	<p>99% of all invoices submitted to the Customer for payment in the relevant KPI Measurement Period are Accurate</p> <p>Where "Accurate" means that the amount specified in an invoice fully aligns to the supporting Timecost Summaries provided with such invoice(s).</p>	(A/B) x100	Number of Accurate invoices submitted in the relevant KPI Measurement Period	Total number of invoices submitted in the relevant KPI Measurement Period

2. The Supplier shall measure performance against the key performance indicators on a weekly basis ("KPI Measurement Period"). Within 5 Working Days of the end of each week, the Supplier shall provide a report to the Customer which summarises the performance by the Supplier against each of the key performance indicators ("KPI Performance Report").

3. On a weekly basis the Supplier shall, at no additional cost to the Customer, provide a project report to the Customer setting out:

a. a summary of resources utilised: activities completed and cost assigned in the relevant week;



- b. a rolling forecast of resources required forthcoming 14 day period to enable the Customer to approve the anticipated costs; This shall relate to the budget submitted by the Supplier to the Customer prior to the Call Off Order Form being signed.
- c. all open and closed Actions;
- d. all open and closed Risks and Issues;
- e. Deliverables provided in the relevant week and any Deliverables scheduled to be delivered in that week which have not been delivered and the anticipated date for delivery;
- f. Milestones achieved in the relevant week and any Milestones scheduled to be achieved in that week which have not been achieved and the anticipated date for achievement;
- g. any proposed changes to the Project Plan;

**Any errors or omissions in the report submissions identified in a report must be corrected by the Supplier within five (5) Working Days of the error/omission being identified.**

**4. The Supplier shall have processes and systems in place to ensure costs and pricing are managed appropriately during the Call Off Contract Term and will ensure that an effective mix of the grades are assigned to a project team and managed during the Call Off Contract Term to deliver best value for money for the Customer.**

**Annex 2 – Call Off Contract Charges (including any applicable discount(s), but excluding VAT):**

<b>ROLE</b>	<b>RATE (GBP)</b>	<b>UNITS REQUIRED</b>	<b>DISCOUNT</b>	<b>TOTAL</b>
<i>Charged Days</i>				
[REDACTED]				
[REDACTED]				
[REDACTED]				
[REDACTED]				
[REDACTED]				
[REDACTED]				
<i>Investment days (not charged)</i>				

[REDACTED]				
			TOTAL	£1,054,050.00