



**UK Export
Finance**

Call-Off Contract for the Provision of Audit Services for GDPR Compliance, Software Asset Management and IT Strategy.

Between

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

and

Moore Stephens LLP

Contract Ref: DN378400

Order Number: RM4167/GIAA/MSLLP/2018/1/DN378400

Call-Off from the GIAA Framework, RM4167, Lot 1, Core Internal Audit Services – Specialist Audit Services

Date: 10th 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 10 December 2018

ORDER NUMBER RM4167/GIAA/KPMG/2018/1/DN378400;

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

TO MOORE STEPHENS LLP, 150 Aldersgate Street, London, EC1A 4AB, registered with company number: OC313071 "**SUPPLIER**"

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1 Call Off Commencement Date:

17 December 2018

1.2 Call Off Expiry Date:

End date of Call Off Initial Period:

31 March 2019

End date of Call Off Extension Period:

Not used

2. CUSTOMER CORE SERVICES REQUIREMENTS

2.1 Services required

The services required are:

This section 2.1 replaces Schedule 2, Annex 1(The Services) of the Call Off Terms.

Refer the Appendix A to this Order Form for the Supplier's proposal to deliver the Services.

The Customer is carrying out audits on the following three (3) areas for which the Supplier is being engaged to provide the audit services:

- General Data Protection Regulation (GDPR) Compliance;
- Software Asset Management (SAM); and
- IT Strategy

The Specification of the Audits

1. General Data Protection Regulation (GDPR) Compliance

The Data Protection Act 2018/GDPR came into effect on 25 May 2018. It applies to the collection, storage, processing, transfer, and destruction of personal data. The GDPR reforms existing data protection rules and introduces several new concepts and restrictions on personal data processing. These new rules significantly increase sanctions for personal data breaches, expands the audit and investigatory power of the regulator (ICO) and the rights of data subjects, and forces both data controllers and data processors to be much more transparent and accountable for their data processing operations.

The audit will review the following operational risks to confirm appropriate controls are in place and operating correctly as mitigation:

- Accountability and governance
- Complying with the data protection principles and the GDPR
- Demonstrating compliance

The objective of the audit is to provide independent and objective assurance that there are robust and effective governance and risk management arrangements in place to comply with the Data Protection Act 2018/GDPR.

2. 2018 Software Asset Management

Software Asset Management (SAM) is a business practice that involves managing and optimising the purchase, deployment, maintenance, utilisation, and disposal of software applications within an organisation. At its most basic, SAM is to ensure compliance with license volumes and any specific license conditions. A more mature SAM would enforce compliance with security policies and minimise the associated overhead cost.

The audit will review the following operational risks to confirm appropriate controls are in place and operating correctly as mitigation:

- The organisation does not have an appropriate and clear policy which covers the whole SAM lifecycle
- The processes for SAM are not robust, complete or operating efficiently and effectively
- Inadequate governance oversight, management information and risk management practices in relation to SAM
- Roles and responsibilities within SAM are not clear

The objective of the audit is to provide the Accounting Officer and Audit Committee with an independent and objective opinion on the adequacy of the risk management, control and governance of Software Asset Management.

3. 2018 IT Strategy

The UKEF Business Plan 2020 cites increasing use of technology to deliver a better customer experience and increase the customer reach of UKEF whilst also enabling UKEF to meet the Spend Review commitments. The IT Strategy is an important element to UKEF successfully delivering on these priorities. It incorporates an assessment of the current business environment and the business plan objectives to define how technology can be used to support stakeholders in the achievement of corporate goals.

The audit will review the following operational risks to confirm appropriate controls are in place and operating correctly as mitigation:

- The organisation does not have a clear IT strategy to support the delivery of business plan objectives
- The IT Strategy is not compliant with applicable industry best practice and any specific HMG requirements
- The strategy objectives may not be fully aligned to the business plan objectives and continuing needs of key stakeholders
- The strategy is incomplete, inappropriate or unachievable for UKEF
- The strategy is not embedded within UKEF to shape operational decisions and delivery
- Roles & Responsibilities arrangements, management information and governance are insufficient to support delivery of the IT strategy.

The objective of the audit is to provide the Accounting Officer and Audit Committee with an independent and objective opinion on the adequacy of the risk management, control and governance of the IT Strategy.

In the case of each Audit being carried out, a Terms of Reference will be shared with the Supplier to work from.

2.2 NOT USED

2.3 NOT USED

2.4 NOT USED

2.5 Location/Sites of Delivery

The Services will be delivered at UKEF Offices at 1 Horse Guards Road, London, SW1A 2HQ

2.6 Dates for Delivery of the Services

The Services will commence on 17 December 2018 and will run through to 31 March 2019.

The following timetable applies to the audits, including draft report and final report output dates:

Audit:	GDPR	SAM	IT Strategy
Task:	Deliverable Dates:		
Start	17/12/2018	17/12/2018 / 07/01/2019	20/02/2019

Feedback meeting	13/02/2019	30/01/2019 / 13/02/2019	28/03/2019
Draft Report Issued	20/02/2019	13/02/2019 / 27/02/2019	11/04/2019
Management Response to Draft Report	27/02/2019	20/02/2019 / 06/03/2019	18/04/2019
Final Report Issued	06/03/2019	27/02/2019 / 13/03/2019	29/04/2019
Executive Committee	13/03/2019	06/03/2019 / 13/03/2019	08/05/2019
Audit Committee	21/05/2019	21/05/2019	21/05/2019

The audits have been timetabled in a staggered approach to allow the Supplier to work on various elements of different audits at any given time.

2.7 Implementation Plan

An implementation plan is not required for these services.

2.8 Standards

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

In addition to Clause 11 of the Call-off Terms and Conditions, all personnel provided by the Supplier to fulfil the services must be, at a minimum, a qualified auditor. The manager must have at the least three (3) years' experience in the audit of this area.

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).

2.13 Security

The Supplier shall conform to Call Off Schedule 8 (Security), 'SHORT FORM'. It is preferable that the Suppliers personnel assigned to provide the services at the Customer's premises are security cleared to Counter Terrorism Check (CTC) level. However, if this is not held, then the Customer must be informed immediately to ensure sufficient time to put in place visitor arrangements.

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

Not Used

4. CUSTOMER RESPONSIBILITIES

4.1 Customer Responsibilities

As per Part B of Call Off Schedule 4 (Implementation Plan, Customer Responsibilities and Key Personnel)

The Customer will be responsible for ensuring the Supplier has access to all necessary documentation, staff and systems that are necessary to perform the Services. The Supplier should inform the Customer immediately if the non-provision of any information will have an effect on the delivery timeline of the services.

5. CALL OFF CONTRACT CHARGES AND PAYMENT

5.1 Call Off Contract Charges payable by the Customer (including any applicable Milestone Payments and/or discount(s), but excluding VAT) and payment terms/profile including method of payment (e.g. Government Procurement Card (GPC) or BACS)

As per Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)

The agreed budget is £52,719 (excluding VAT) which is a total fixed cost for this Call-off Contract. The total cost is based on the following rates and resource allocation for each audit:

AUDIT: General Data Protection Regulation (GDPR) Compliance				
	Resources Allocated:			
Task:	Days (No.):	Total Cost (£)	Days (No.):	Total Cost (£)
Planning	█	█	█	█
Fieldwork	█	█	█	█
Draft Report Writing	█	█	█	█
Feedback Meetings	█	█	█	█
Quality Assurance	█	█	█	█
Finalisation of Report	█	█	█	█
Close Meetings	█	█	█	█
TOTAL:	█	█	█	█
TOTAL COST OF THE AUDIT SERVICES: █				

AUDIT: Software Asset Management (SAM)	
	Resources Allocated:

Task:	Days (No.):	Total Cost (£)	Days (No.):	Total Cost (£)
Planning	█	█	█	█
Fieldwork	█	█	█	█
Draft Report Writing	█	█	█	█
Feedback Meetings	█	█	█	█
Quality Assurance	█	█	█	█
Finalisation of Report	█	█	█	█
Close Meetings	█	█	█	█
TOTAL:	█	█	█	█
TOTAL COST OF THE AUDIT SERVICES: █				

AUDIT: 2018 IT Strategy		
	Resources Allocated:	
	█	
	█	
Task:	█	█
Planning	█	█
Fieldwork	█	█
Draft Report Writing	█	█
Feedback Meetings	█	█
Quality Assurance	█	█
Finalisation of Report	█	█
Close Meetings	█	█
TOTAL:	█	█
TOTAL COST OF THE AUDIT SERVICES: █		

The Supplier will provide the resources for the days and tasks indicated above. The resource allocation can be changed, with prior approval from the Customer, so long as the change does not increase the overall Call-Off Contract Charges.

If any change results in an increase of Call-Off Contract Charges, the Customer and Supplier will agree this change through execution of a Contract Variation.

5.2 Estimated Year 1 Call Off Contract Charges

£52,719 excluding VAT.

5.3 Undisputed Sums Limit

For the purposes of Clause 42.1.1 the Undisputed Sums Limit shall be £52,719 excluding VAT

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

The Supplier shall submit invoices directly to:

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



Invoice(s) should contain:

- 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 processed for payment

The Supplier will submit one (1) invoice per audit for the total contract charges for that audit once the final audit report for that audit has been delivered to the Customer and been approved by the Customer’s Key Personnel listed in clause 6.2, Section C of this Order Form.

SECTION C

6. CUSTOMER OTHER CONTRACTUAL REQUIREMENTS

6.1 Call Off Guarantee

Not used

6.2 Key Personnel

The Key Personnel of the Customer and the Supplier are listed in the following table:

Party	Name	Title
Customer	[Redacted]	[Redacted]
Supplier	[Redacted]	[Redacted]

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) working days.

6.10 Dispute Resolution

Information required to be provided by Moore Stephens LLP 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.moorestephens.co.uk/>. Additionally, in relation to Dispute Resolution, UKEF may take up matters with the Moore Stephens LLP regulators, details of which can be viewed at <https://www.moorestephens.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

Not Used.

7.2 Amendments to/refinements of the Call Off Terms

Not Used.

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

Not Used.

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:

Name and Title	
Signature	
Date	

For and on behalf of the Customer:

Name and Title	
Signature	
Date	

APPENDIX A – SUPPLIER’S RESPONSE

REDACTED