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Call Off Order Form for
Management Consultancy Framework Agreement (RM3745)

**Provision of Strategic Delivery Partners for the
Government Internal Audit Agency**

Lot 2c Finance

From:
Government Internal Audit Agency

To:
Ernst & Young LLP
Contract Reference: CCCC19A84/Lot 2c/EY

FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM AND CALL OFF TERMS

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 **RM3745** dated 4th September 2017. This Call Off Order Form relates to the Provision of a Strategic Delivery Partner for the Government Internal Audit Agency.

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.

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| Order Number | To be confirmed post contract award |
| From | Government Internal Audit Agency ("CUSTOMER") |
| To | Ernst & Young LLP ("SUPPLIER") |

SECTION B

CALL OFF CONTRACT PERIOD

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| 1.1. | Commencement Date: 18 th February 2020 |
| | Expiry Date: End date of Initial Period 17th February 2022 End date of First Extension Period 17th February 2023 End date of Second Extension Period 17th February 2024 Minimum written notice to Supplier in respect of extension: one month |

SERVICES

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| 2.1 | Services required: The provision of internal audit services for Lot 2c - Finance , including advisory services, as detailed in Attachment 3 – Statement of Requirements (Call Off Schedule 2) and associated Attachments/Annexes, as follows: <ul style="list-style-type: none">CCCC19A84 Attachment 6 Annex A GIAA Qualifications and Skills (embedded at Schedule 2) |
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| | <ul style="list-style-type: none"> • CCCC19A84 Attachment 7 Annex B GIAA Internal Audit Manual (Attached) • CCCC19A84 Attachment 8 Annex C GIAA Guidance Note on Declaration of Interests (Attached) • CCCC19A84 Attachment 9 Annex D Works Order Form Example (embedded at Schedule 2) • CCCC19A84 Attachment 10 Annex E GIAA Travel Expenses Policy (Attached) <p>Please be advised that this contract is specific to Lot 2c - Finance details/requirements.</p> <p>Full details can be found at Call Off Schedule 2 (Services).</p> <p>Project Specific IPR will not include any enhancements and/or modifications to Supplier Background IPR as part of the Services.</p> |
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PROJECT PLAN

3.1.

Project Plan:

A Project Plan should be confirmed with the Supplier prior to commencement of any operational commitments (from 1 April 2020). The following milestones should prove the basis of these discussions:

| Milestone/ Deliverable | Description | Timeframe or Delivery Date |
|---------------------------|---|---|
| 1 | Kick-off meeting | Within week 1 of Contract Award |
| 2 | Development of planned audit cycle with Management Portfolio clients/Audit managers | Within week 4 of Contract Award |
| 3 | Confirmation of receipt of Work Order request | Within 2 working days |
| 4 | Provision of proposed resources following confirmation of receipt of Work Order request | Within 5 working days of receipt of work order request |
| 5 | Deployment of resources following receipt of Work Order | Within 10 working days of the work order or as otherwise agreed with the GCIA |
| 6 | Provision of monthly Management Information outlined in section 21 | By midday on the 1 st working day |
| 7 | Quarterly Contract Review Meetings | Quarterly, date TBC |

CONTRACT PERFORMANCE

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| 4.1. | Standards: Clause 11 (Standards) and the definition of Standards in Call Off Schedule 1 (Definitions) shall apply. Section 8 (Quality) of Schedule 2 (Services) shall also apply. The Standards outlined in the following annexes as found in Call Off Schedule 2 (Services) shall also apply (along with any subsequent amendments to these throughout the lifetime of the contract): <ul style="list-style-type: none">• CCCC19A84 Attachment 6 Annex A GIAA Qualifications and Skills (embedded at Schedule 2)• CCCC19A84 Attachment 7 Annex B GIAA Internal Audit Manual (Attached) |
| 4.2 | Service Levels/Service Credits: As set out in Section 18 (Service Levels and Performance) of the Statement of requirements in Schedule 2 (Services) |
| 4.3 | Critical Service Level Failure: Not applied |
| 4.4 | Performance Monitoring: As set out in Section 21 (Contract Management) of the Statement of requirements in Schedule 2 (Services) |
| 4.5 | Period for providing Rectification Plan: The period of ten (10) Working Days in Clause 39.2.1(a) shall be amended to 90 days |

PERSONNEL

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| 5.1 | Key Personnel: <u>Customer</u> Redacted <u>Supplier</u> Redacted |
| 5.2 | Relevant Convictions (Clause 28.2 of the Call Off Terms): In Clause 28.2 of the Call Off Terms |

PAYMENT

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| 6.1 | Call Off Contract Charges (including any applicable discount(s), but excluding VAT): Redacted The contract value stated below relates to all sub-lots within Lot 2. To ensure business continuity, should conflicts of interest arise or in the event of a supplier being unable to fulfil their contractual obligations due to inability to allocate resources in terms of capability, |
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| | location or availability, the authority reserves the right to allocate the required piece of work to the next ranked contracted supplier (within the top 4) on the Merit List. | | | | | | |
| | For the avoidance of doubt the maximum contract value for shall not exceed £2,500,000.00 Exc. VAT for all sub-lots within Lot 2, a total contract value of £10,000,000.00 exc. VAT including extension options broken down as follows: | | | | | | |
| | Year 1 £2,500,000.00 exc. VAT | | | | | | |
| | Year 2 £2,500,000.00 exc. VAT | | | | | | |
| | Year 3 £2,500,000.00 exc. VAT | | | | | | |
| | Year 4 £2,500,000.00 exc. VAT | | | | | | |
| | Total Value of Lot 2: £2,500,000 | | | | | | |
| | Lot 2A | Lot 2B | Lot 2C | Lot 2D | Lot 2E | Lot 2F | Lot 2G |
| 6.2 | Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) | | | | | | |
| 6.3 | Reimbursable Expenses: Permitted – See Paragraphs 4 and 5 of Call Off Schedule 3 (Call Off Contract Charges) and the definition of “Reimbursable expenses” at the outset of Call Off Schedule 3. For the avoidance of doubt, Travel and Subsistence to the base location is included within the daily rate. For the purpose of travel and subsistence the base location will be determined for each individual assignment. All other travel and subsistence is to be agreed with the authority in advance and charged in accordance with the Authority’s travel and subsistence policy, which is provided at Annex B. Where overseas travel is required an appropriate base location in the UK will be determined for the individual Work Order, the Strategic Delivery Partner will not be expected to include the cost of overseas travel and subsistence within their daily rates. | | | | | | |
| 6.4 | Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Electronic: Redacted Paper: Redacted | | | | | | |
| 6.5 | Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): 2 years from Call Off Commencement plus extension options (1+1) | | | | | | |
| 6.6 | Supplier periodic assessment of Call Off Contract Charges (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on: 18 th August of each Call Off Contract Year during the Call off Contract Period | | | | | | |
| 6.7 | Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Not Permitted | | | | | | |

LIABILITY AND INSURANCE

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| 7.1 | Estimated Year 1 Call Off Contract Charges: Liability will be capped in relation to the total value of each individual Work Order as at the date on which the claim arises. For the avoidance of doubt, each Work Order shall have its own maximum liability, and the Parties record that this will not be cumulative across Work Orders and each Work Order forms a separate contract. |
| 7.2 | Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); Refer to 7.1 above. Clause 37.2.1 of the Call Off Terms will apply to the total value of each individual Work Order (not the Estimated Year 1 Call Off Contract Charges). |
| 7.3 | Insurance (Clause 38.3 of the Call Off Terms): Refer to Clause 38.3 of the Call Off Terms |

TERMINATION AND EXIT

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| 8.1 | Termination on material Default (Clause 42.2.1(c) of the Call Off Terms): Refer to Clause 42.2.1(c) of the Call Off Terms |
| 8.2 | Termination without cause notice period (Clause 42.7.1 of the Call Off Terms): Refer to Clause 42.7.1 of the Call Off Terms |
| 8.3 | Undisputed Sums Limit: Refer to Clause 43.1.1 of the Call Off Terms |
| 8.4 | Exit Management: Not applied |

SUPPLIER INFORMATION

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| 9.1 | Supplier's inspection of Sites, Customer Property and Customer Assets: Not applied |
| 9.2 | Commercially Sensitive Information: Not Applied |

OTHER CALL OFF REQUIREMENTS

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| 10.1 | Recitals (in preamble to the Call Off Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: 28th November 2019 Recital D - date of receipt of Call Off Tender: 13th January 2020 |
| 10.2 | Call Off Guarantee (Clause 4 of the Call Off Terms): Not required |
| 10.3 | Security: |

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| | <p>Refer to Call Off Schedule 7 (Security).</p> <p>Paragraphs 1 to 5 of this Schedule shall apply.</p> <p>In addition to this, each individual Work Order will be subject to the individual Department or ALB's Security Policy and any specific security requirements associated with the task as directed by the Work Order form.</p> |
| 10.4 | <p>ICT Policy:</p> <p>Each individual Work Order would be subject to the individual Department or ALB's ICT Policy and any specific ICT requirements associated with task as directed by the Work Order form.</p> |
| 10.5 | <p>Testing:</p> <p>Not applied</p> |
| 10.6 | <p>Business Continuity & Disaster Recovery:</p> <p>Not applied</p> <p>Disaster Period:</p> <p>For the purpose of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be Not Applied</p> |
| 10.7 | NOT USED |
| 10.8 | <p>Protection of Customer Data (Clause 35.2.3 of the Call Off Terms):</p> <p>Refer to Clause 35.2.3 of the Call Off Terms</p> |
| 10.9 | <p>Notices (Clause 56.6 of the Call Off Terms):</p> <p><i>Customer's postal address and email address: mailto:</i></p> <p>GIAA, Redacted</p> <p>Redacted</p> <p><i>Supplier's postal address and email address:</i></p> <p>Ernst & Young LLP, Redacted</p> <p>Redacted</p> |
| 10.10 | <p>Transparency Reports</p> <p>In Call Off Schedule 13 (Transparency Reports)</p> <p>Not applied</p> |
| 10.11 | <p>Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14 and if required, any Customer alternative pricing mechanism):</p> <p>The Supplier needs to obtain the written consent of GIAA to information provided by them being disclosed to other Supplier member firms, Supplier persons and external service providers who may collect, use, transfer, store or otherwise process it in the various jurisdictions in which they operate (including outside the EEA) for purposes related to the provision of the services, to comply with legal and regulatory requirements, for conflict checking, risk management and quality reviews and financial accounting, information technology and other administrative support services.</p> |
| 10.12 | Call Off Tender: |

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| | Redacted | | | | | | | | | | | | |
| 10.13 | Publicity and Branding (Clause 36.3.2 of the Call Off Terms) Refer to Clause 36.3.2 of the Call Off Terms | | | | | | | | | | | | |
| 10.14 | Staff Transfer Not Applied | | | | | | | | | | | | |
| 10.15 | <ol style="list-style-type: none"> The contact details of the Customer Data Protection Officer is: Redacted The contact details of the Suppliers Data Protection Officer is: Redacted The Processor shall comply with any further written instructions with respect to processing by the Controller. Any such further instructions shall be incorporated into this Schedule. <table border="1"> <tr> <td>Contract Reference:</td><td>CCCC19A84</td></tr> <tr> <td>Date:</td><td>18th February 2020</td></tr> <tr> <td>Description Of Authorised Processing</td><td>Details</td></tr> <tr> <td>Identity of the Controller and Processor</td><td>The Parties acknowledge that for the purposes of the Data Protection Legislation the Customer is a controller and the Supplier is a Processor under this Call Off Contract.</td></tr> <tr> <td>Use of Personal Data</td><td>Managing the obligations under the Call Off Contract, including the provision of Services exit management, and other associated activities.</td></tr> <tr> <td>Duration of the processing</td><td>For the duration of the Call Off Contract Period plus 8 years.</td></tr> </table> | Contract Reference: | CCCC19A84 | Date: | 18th February 2020 | Description Of Authorised Processing | Details | Identity of the Controller and Processor | The Parties acknowledge that for the purposes of the Data Protection Legislation the Customer is a controller and the Supplier is a Processor under this Call Off Contract. | Use of Personal Data | Managing the obligations under the Call Off Contract, including the provision of Services exit management, and other associated activities. | Duration of the processing | For the duration of the Call Off Contract Period plus 8 years. |
| Contract Reference: | CCCC19A84 | | | | | | | | | | | | |
| Date: | 18th February 2020 | | | | | | | | | | | | |
| Description Of Authorised Processing | Details | | | | | | | | | | | | |
| Identity of the Controller and Processor | The Parties acknowledge that for the purposes of the Data Protection Legislation the Customer is a controller and the Supplier is a Processor under this Call Off Contract. | | | | | | | | | | | | |
| Use of Personal Data | Managing the obligations under the Call Off Contract, including the provision of Services exit management, and other associated activities. | | | | | | | | | | | | |
| Duration of the processing | For the duration of the Call Off Contract Period plus 8 years. | | | | | | | | | | | | |

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| | Nature and purposes of the processing | To enable the transfer of information and communications between the Parties to this Call Off Contract and the Supplier will be processing personal data belonging to the Customer, its customers and other third parties supplied to the Supplier in connection with the provision of the Services as more particularly described in this Call Off Contract and any relevant Work Orders. |
| | Type of Personal Data | Full name Workplace address Workplace Phone Number Workplace email address Names Job Title Compensation Tenure Information Qualifications or certificates Nationality Education & training history Previous work history Personal Interests References and referee details Driving license details National insurance number Bank statements Utility bills Job title or role Job application details Start date End date & reason for termination Contract type Compensation data Photographic facial Image Biometric data Birth certificates IP address Details of physical and psychological health condition Next of kin & emergency contact details Record of absence, time tracking & annual leave |

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| | | Categories of Data Subject | Current personnel Consultants Customers Suppliers Third Parties | |
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| 10.16 | MOD DEFCONs and DEFFORM Call Off Schedule 15 Not Applied | | | |

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:

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| Name and Title | Redacted |
| Signature | Redacted |
| Date | 19 May 2020 |

For and on behalf of the Customer:

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| Name and Title | Redacted |
| Signature | Redacted |
| Date | 21.5.20 |