

**Provider Market Oversight (PMO) Framework: Forensic Accounting and
Investigation Support Services**

Engagement Letter (Lot 2)

Engagement Number (to be quoted on all correspondence)	PMO/L2/04
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	From	To
Name	DfE The Secretary of State for Education	Contract: FRP Advisory Trading Limited
Address	Sanctuary Buildings Great Smith Street London SW1P 3BT	FRP Advisory Trading Limited 110 Cannon Street London EC4N 6EU
Invoice Address (If different)	Department for Education PO Box 407 SSCL Phoenix House, Celtic Springs Bus. Park Newport NP10 8FZ	
Representative Details	DfE Representative	Contractor's Representative
Name	<Redacted under S40 of the FOIA>	<Redacted under S40 of the FOIA>
Email	<Redacted under S40 of the FOIA>	<Redacted under S40 of the FOIA>
Telephone number	<Redacted under S40 of the FOIA>	<Redacted under S40 of the FOIA>

The Effective Date	1 st February 2022
The services are expected to be complete by	31 st March 2022

SERVICES

1. Scope of the Appointment

DfE will tick the relevant box(es) below to indicate the Services covered by the Engagement and will include additional detail in Annex A. DfE will specify in Annex A which Services are required from the Effective Date of the Call-Off Contract and which Services may be requested by DfE during the term of the Call-Off Contract.

A. General Services

Service Name	Required (Y/N)	Service Name	Required (Y/N)
Investigation of data following allegations of suspected fraud	<input checked="" type="checkbox"/>	Expert witness services	<input type="checkbox"/>
Background and open source intelligence searches	<input type="checkbox"/>	Investigation of allegations of suspected fraud and/or financial irregularity	<input checked="" type="checkbox"/>
Capture, recovery, and storage of electronic data	<input type="checkbox"/>	Recognising and assessing potential regulatory breaches	<input type="checkbox"/>
Evidence Gathering	<input type="checkbox"/>	Forensic accounting and complex financial analysis	<input type="checkbox"/>

Interviews, correspondence, and surveys	<input type="checkbox"/>	Assessment of evidence and production of reports to support conclusions reached	<input checked="" type="checkbox"/>
Financial analysis	<input type="checkbox"/>	Any other Investigative services which may be required	<input type="checkbox"/>
Asset Tracing and advice on recovery options	<input type="checkbox"/>		
Reporting findings and conclusions	<input checked="" type="checkbox"/>		
Other Supplementary Activity	<input type="checkbox"/>	Other Details: (Please specify)	

B. Specialist Services (On request from DfE)

Service Name	Required (Y/N)	Service Name	Required (Y/N)
Forensic Accounting and Investigation Support	<input checked="" type="checkbox"/>		Y
Investigation support to other framework lots	<input type="checkbox"/>		
Expert witness services and assessing quantum on civil claims	<input type="checkbox"/>		

Other Supplementary Activity	<input type="checkbox"/>	Other Details: (Please specify)
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2. Rate Card

Please insert Contractor rate card (which shall not exceed the rate card as set out in the Framework Agreement)

Grade	Role	Hourly Rate £ (Exc VAT)	Daily Rate £ (Exc VAT)
Partner	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>
Director	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>
Senior Manager	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>
Manager	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>
Assistant Manager	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>
Associate	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>
Analyst	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>
Other Staff - Administrator	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>

3. Costs (to be completed by Contractor)

Please provide a breakdown of Contractor resource, time, cost, and total cost and including any discounts applied.

£39,500 to £51,500 – The contractor is currently unsighted on the exact nature of the documentation to be reviewed which is why there is a quoted upper and lower threshold. Agreement has been made to review costs part way through project and to agree whether any amendments the costing (and therefore this call off) may be required.

Costs are firm for the scope of the Framework Agreement. Any payment outside of this agreement must be agreed in writing with DfE before the Effective Date and will be in exceptional circumstances only.

4. Charges

Clause 14.1 of the Framework Agreement (Charges for Services) determines that Charges for any Services under a Call-Off Contract should be set out in the Engagement Letter and shall be based on the prices set out in schedule 4 of the Framework Agreement (Charging Matrix). The Charges associated with this Engagement shall be as follows:

Grade	Role	Hourly Rate £ (Exc VAT)	Daily Rate £ (Exc VAT)
Partner	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>
Director	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>
Senior Manager	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>
Manager	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>
Assistant Manager	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>
Associate	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>
Analyst	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>
Other Staff - Administrator	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>	<Redacted under S43 of the FOIA>

The contractor's assessment of resources and timescales is based on expected cooperation and timely responses to their requests.

5. Payment Period (if different from the Call-Off Contract Terms and Conditions)

Payment terms in line with call of contract (30 days).

6. Performance

Service name	Details
Key Personnel of the Contractor to be involved in the Services (and deliverables)	<Redacted under S40 of the FOIA>
Key-Sub-Contractor	N/A
Service period	February to March 2022
Premises at which the Services are to be provided	Remotely/Offsite

Performance Measures:

6A. Key Performance Indicators Specific to Call-Off Contract

Please insert KPIs specific to the assignment

KPI Reference	Service Area	KPI Description	Target
1	Service Delivery	Completion of Correct working papers to the Authorities satisfactory standard	100%
2	Service Delivery	Contractor able to deliver services and deliverable/s in the timescale set out in the Engagement Letter	100%
3	Conflict of Interest	Ensuring all conflict of interest information is up to date and Authority notified of any changes within 72 hours	100%
4	Cost	Contractor must deliver assignment within agreed Engagement Letter fee budget and any overrun payments are agreed with Authority in advance	100%
5	Quality	Contractor able to deliver assignment within Engagement Letter specification requirements and to relevant policy/guidance	100%

Quality Standards:

6B. Service Level Agreement (SLA) Specific to Call-Off Contract

Please insert SLAs specific to the assignment

SLA Reference	Service Area	SLA Description	Target
1	Reporting	Monthly Framework reporting: submit a monthly report by the Tenth Business Day of the month, including any exception events within this report.	100% - DfE Monitoring
2	Meetings	Attend Monthly Contractor Meetings - as required Attend development and operations meetings - as required	100% - DfE Monitoring
3	Complaints	Ensure Complaints procedure is adhered to and Main management contact to report all complaints in writing to DfE within 3 business days	100% - DfE Monitoring

Management Information (MI) and meetings

6C. Meetings and MI specific to Call-Off Contract

Meetings required	Progress updates throughout the term of the investigation
Timing of meetings	Minimum weekly review
Management Information required	N/A
Management Information deadline	N/A

7. Reliance Parties

In accordance with clause 9.1 of the Framework Agreement (Reliance and Disclosure), DfE may request in an Engagement Letter for additional persons to be added as Reliance Parties. For the purpose of this Engagement, the Parties agree that the following should be included as Reliance Parties:

- Not applicable.

8. Public Disclosure

In accordance with clause 9.7 of the Framework Agreement (Reliance and Disclosure), the Parties may agree that certain Deliverables may be made available to the public. For the purpose of this Engagement, the Parties agree that the following Deliverables can be made available to the public:

- Not applicable.

9. Data Protection

Clause 19.1 of the Framework Agreement (Data Protection) determines that the factual activity carried out by each Party in respect of their data protection obligations under the Framework Agreement shall be set out in the Engagement Letter. For the purpose of this Engagement, DfE shall act as Controller and the Contractor shall act as independent Controller.

Paragraph 4.3 of Schedule 11 of the Framework Agreement (Processing, Personal Data and Data Subjects) determines that, where Personal Data processing differs from the instructions given in the table within Schedule 11, DfE may include such specific instructions in the Engagement Letter and such instructions will apply in respect of that Call-Off Contract. For the purpose of this Engagement, the following instructions (if populated) shall apply the Call-Off Contract:

Data Processing descriptor	Narrative
Identity of the Controller and Processor	<p>DfE is Controller and the Contractor is Independent Controller</p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, DfE is the Controller and the Contractor is the Independent Controller of the following Personal Data:</p> <p>The Contractor will be provided with information in relation to all learners in scope in order to perform sampling of the data. This will include the learners name, date of birth and unique identifier.</p> <p>The Contractor is Independent Controller of Personal Data</p>

Data Processing descriptor	Narrative
	<p>The Parties acknowledge that the Contractor is Independent Controller for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • Business contact details of Personnel, • Business contact details of any directors, officers, employees, agents, consultants and contractors of DfE (excluding the Contractor Personnel) engaged in the performance of DfE's duties under this Framework Agreement).
Subject matter of the processing	<p>To enable the effective provision of the following services:</p> <p>Access to all relevant data for sampling and testing of learners in scope for the work.</p>
Duration of the processing	<p>The Framework Contract Period and thereafter, until expiry or termination of the last Call-Off Contract under the Framework, including the period until all transactions relating to Call-Off Contracts have permanently ceased.</p>
Nature and purposes of the processing	<p>Data of a selected sample to be used for audit testing and contact with the learner population in scope.</p>
Type of Personal Data	<ul style="list-style-type: none"> • Name, DOB
Categories of Data Subject	<ul style="list-style-type: none"> • Learners (provider customers)

Data Processing descriptor	Narrative
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Data will be retained for Six (6) years after the duration of the processing outlined above and in accordance with the HMG Policy. In accordance with the Core Terms, all DfE data and any copies held by the Supplier must be securely erased once the Processing is complete, unless the Supplier is required by law to retain it.

10. Contractor's Proposal

The Contractor shall detail in Annex B how it proposes to perform the Services, as per schedule 4 of the Call-Off Contract (The Contractor's Proposals).

11. Confidential Information

In addition to the information stated in Schedule 12 of the Framework Agreement, the following information shall be deemed to be Commercially Sensitive Information (Schedule 3 of the Call-Off Contract):

- Not applicable.

Duration that the information shall be deemed Commercially Sensitive Information: 6 years

Approval and Authority to Proceed

BY SIGNING AND RETURNING THIS ENGAGEMENT LETTER THE PARTIES AGREE to enter a legally binding contract with the Contractor to provide to DfE the Services specified in this Engagement Letter incorporating the rights and obligations in the Call-Off Contract set out in the Framework Agreement entered into by the DfE and the Contractor on 16th April 2021.

Name	Title	Signature	Date
DfE: <Redacted under S40 of	<Redacted under S40 of the FOIA>	<Redacted under S40 of the FOIA>	03/02/22

the FOIA>			
Contractor: <Redacted under S40 of the FOIA>	<Redacted under S40 of the FOIA>	<Redacted under S40 of the FOIA>	03/02/22

Annex A
Contract Specification

Education Provider	
Name	<Redacted under S40 of the FOIA>
Address	<Redacted under S40 of the FOIA>
Site Contact Details	<Redacted under S40 of the FOIA>
Additional Information	
Scope of Appointment	
Forensic Accounting and Investigation Support	<Redacted under S43 of the FOIA>
Additional Notes	
Outputs	
Outputs are specified in Annex B (Contractor Proposal)	

Annex B

Contractor Proposal

<Redacted under S43 of the FOIA>