

## RM6187 Framework Schedule 6 (Order Form and Call-Off Schedules)

### Order Form

CALL-OFF REFERENCE: CR-20230525-006

THE BUYER: Secretary of State acting through the Export  
Credits Guarantee Department operating as UK Export Finance

BUYER ADDRESS 1 Horse Guards Road, Westminster, London  
SW1A 2HQ

THE SUPPLIER: Deloitte LLP

SUPPLIER ADDRESS: 1 New Street Square, London, EC4A 3HQ

REGISTRATION NUMBER: OC303675

DUNS NUMBER: 364807771

SID4GOV ID: N/A

### Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated **1st June 2023**

It's issued under the Framework Contract with the reference number RM6187 for the provision of Management Consultancy Services.

### CALL-OFF LOT(S): 3 – Complex & Transformation

### Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and cannot be used. If the documents conflict, the following order of precedence applies:

1. This Order Form includes the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6187

3. The following Schedules in equal order of precedence:

**Joint Schedules for RM6187 Management Consultancy Framework Three**

- Joint Schedule 1 (Definitions) - Mandatory
- Joint Schedule 2 (Variation Form) - Mandatory
- Joint Schedule 3 (Insurance Requirements) - Mandatory
- Joint Schedule 4 (Commercially Sensitive Information) – Mandatory
- Joint Schedule 10 (Rectification Plan) - Mandatory
- Joint Schedule 11 (Processing Data)

**Call-Off Schedules**

- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- Call-Off Schedule 9 (Security) (Part A only shall apply)
- Call-Off Schedule 15 (Call-Off Contract Management)

4. CCS Core Terms
5. Joint Schedule 5 (Corporate Social Responsibility) - Mandatory
6. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

Supplier terms are not part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

**Call-off special terms**

The following Special Terms are incorporated into this Call-Off Contract:

None

**Call-off start date:** 1<sup>st</sup> June 2023

**Call-off expiry date:** 30<sup>th</sup> June 2024

**Call-off initial period:** 13 months

**Call-off deliverables:**

See Annex A of this contract

**Security**

Short form security requirements apply



**Buyer's authorised representative**

■■■■■■■■■■ ■■■■■■■■■■  
Head of Financial Crime Due Diligence  
E-mail: ■■■■■■■■■■ :■■■■■■■■■■ [@ukexportfinance.gov.uk](mailto:■■■■■■■■■■@ukexportfinance.gov.uk)  
1 Horse Guards Road, Westminster, London SW1A 2QH

**Buyer's security policy**

[Cyber Essentials Scheme: overview - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/cyber-essentials-scheme-overview)

[Security policy framework - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/security-policy-framework)

**Supplier's authorised representative**

■■■■■■■■■■ ■■■■■■■■■■  
Partner  
■■■■■■■■■■ [@deloitte.co.uk](mailto:■■■■■■■■■■@deloitte.co.uk)  
Deloitte 1 New Street Square London EC4A 3HQ

**Supplier's contract manager**

■■■■■■■■■■ ■■■■■■■■■■  
Director  
■■■■■■■■■■ [@deloitte.co.uk](mailto:■■■■■■■■■■@deloitte.co.uk)  
Deloitte 1 New Street Square London EC4A 3HQ

**Progress report frequency**

Not applicable

**Progress meeting frequency**

Not applicable

**Key staff**

Not applicable

**Key subcontractor(s)**

Not applicable

**Commercially sensitive information**

Supplier charges

**Service credits**

Not applicable

**Additional insurances**

Not applicable

**Guarantee**

Not applicable

**Buyer's environmental and social value policy**

[UK Export Finance: Environmental, Social and Human Rights policy - GOV.UK](https://www.gov.uk/government/policies/uk-export-finance-environmental-social-and-human-rights-policy)  
([www.gov.uk](https://www.gov.uk))

**Social value commitment**

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments submitted at framework level.

**Formation of call off contract**

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the 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.

**For and on behalf of the Supplier:**

Signature:



Name:



Role: Partner

Date: 14/6/23

**For and on behalf of the Buyer:**

Signature:



Name:



Role: Director of Resources

Date: 14 June 2023

**Annex A – Specification of Requirement**

## Definitions

In this Annex, the following definitions shall apply:

Annual Assurance Review	A review of the UKEF Financial Crime Due Diligence Division's policies, procedures, and processes.
Commissioning or Commission	The process by which UKEF call-off the obligation of the Supplier to carry out ad-hoc work as specified in Annex A
Commissioning Template	The template for the Customer to Commission ad-hoc work as set out in this Annex A.
Financial Crime	The concept of 'Financial Crime' is broad but is generally recognised as including: money laundering; breaches of sanctions; fraud; facilitation of tax evasion; and bribery and corruption. There are a variety of laws and regulations in relation to Financial Crime in the UK. Each of these laws and regulations gives rise to certain obligations on individuals, corporates and other bodies such as government.

Where relevant, "assurance" work in the context of this Order From comprises our review and recommend activity which we will conduct based upon our experience and understanding of good practice where relevant. This does not include any Assurance work that is conducted in accordance with a particular professional standard (such as the International Standard on Assurance Engagements (ISAE3000) of the IAASB).

UKEF's Compliance Division requires an external consultancy to provide Financial Crime compliance reviews and evaluation.

## **The Services**

The Services are for consulting, ad-hoc analysis, and recommendations relating to case specific complex transactions.

The Services include ad-hoc advice on complex transactions on a case by case basis, to assist UKEF's Compliance Division in the evaluation of these transactions, alongside advice on processes, efficiencies, and improvements to UKEF Compliance Division's transactional analysis. Further detail regarding the Services is set out below under the heading Process Review.

The evaluator will be called off when required to discuss the aforementioned, with the possibility of on-site days being required as and when needed, either for ongoing advice and/or analysis of complex transactions.

It is anticipated that the team performing this ad-hoc function will consist of at minimum one Managing Consultant. More complex transactions may require additional staff, but this will be agreed during the commissioning process. If this is the case, it is anticipated that a Managing Consultant or Director would take the lead on the piece of work, with Principal Consultants or below supporting (drafting, research etc).

This requirement will be commissioned using the commissioning template outlined in this Annex A and charged on a time and materials basis using set day rates rated according to

expected level of involvement. This will be engaged for a minimum of 12 days per year, and a maximum of 90.

#### Process Review

1. The Services are for the provision of ad hoc consulting and complex transaction analytical support, the Services will provide:
  - 1.1. Advice on the quality of implemented policies and processes around transactions.
  - 1.2. Ad-hoc analysis of complex financial transactions within the ECA (Export Credit Agency) space, examined through a financial crime lens.
  - 1.3. Efficient situational judgements on complex transactions between UKEF and external agencies such as banks, buyers or exporters, identifying financial crime risks and providing high quality advice taking into account agreed policy and the operational framework.
  - 1.4. Agreed resource available on a call-off basis to:
    - 1.4.1. Evaluate documents shared by UKEF to identify potential financial crime risk considerations and/or reputational risk factors they may present to UKEF.
    - 1.4.2. Capture analysis in a Deloitte report including recommendations for consideration by UKEF
  - 1.5. A Deloitte team member to be available to answer financial crime compliance queries by email or over the phone within a reasonable time frame (1 or 2 days) when they are raised by UKEF via email.
2. The deliverables for statements of work are written Deloitte reports that
  - 2.1. identify financial crime and / or reputational risk considerations posed by a specific transaction for consideration by UKEF;
  - 2.2. provide advice on the implementation/effectiveness of transactional processes within the Financial Crime Due Diligence division arising from analysis of the transaction.

#### **Supplier Requirements**

- Experience in analysing complex financial transactions (reinsurance, buyer credit, project finance) through a financial crime lens.
- An understanding of Export Credit Agencies and their operation and products.
- Experience in Financial Crime analysis, ideally with relevant qualifications and/or evidence of experience.
- An ability to deliver to challenging timescales, handling sensitive information and upholding a high standard of work.
- Security Check (SC) clearance as a minimum for individuals delivering analytical support through the Services, which are required to be delivered within UKEF premises.

#### **Commissioning process**

The commissioning and acceptance process for statements of work under this Call-Off Contract will be as follows:

- a) UKEF will send a statement of work to the Supplier on the Commissioning Template to the Supplier Representative
- b) The Supplier Representative should confirm receipt of the Commission within one week in all cases, confirm the name and grade of the individual(s) who will deliver the statement of work and confirm the cost.
- c) UKEF will review the Supplier's response to the statement of work, and subject to UKEF's satisfaction, sign the Commissioning Template to approve the statement of work and return this to the Supplier.
- d) The Supplier commences work on the statement of work.
- e) The Supplier provides UKEF with the outputs required within the timescales specified in the Commissioning Template.
- f) UKEF will notify the Supplier Representative of any concerns on quality or completeness of work delivered within 5 Working Days of the statement of work being completed. If there are no disputes, UKEF will confirm acceptance of the statement of work to standard and confirm that payment will be made on receipt of invoice.
- g) The Supplier invoices monthly in arrears for all completed statements of work. UKEF will pay invoices within 30 days of invoices received.

Cost and quality of responses to Commissions will be monitored as part of the contract performance management process.



## Commissioning template

Part 1: Commissioning			
Statement of Work			
Requirements and deliverables	<i>Outline of the requirements, referring to additional appendices if required. Should include any deliverables, deadlines and statement of work specific KPIs.</i>		
Statement of work submitted to Supplier	DD/MM/YYYY		
Final deliverable required by	DD/MM/YYYY		
Notice period for cancellation	[To be defined for each statement of work]		
Costs			
<i>Name and grade of personnel e.g. Joe Bloggs, Partner</i>	<i>Number of days required</i>	<i>Agreed rate for this grade</i>	<i>Costs</i>
	XX	£XX.XX	£XX.XX
	XX	£XX.XX	£XX.XX
	XX	£XX.XX	£XX.XX
Total estimated cost			£XX.XX
Statement of work accepted by authorised Supplier approver			<i>Sign, date and time</i>
Costs accepted by authorised Customer approver			<i>Sign, date and time</i>
Part 2: Confirmation of acceptance			
Deliverables received on time	Yes/No		
Work/deliverables of required quality	Yes/No <i>[include comments where appropriate]</i>		
UKEF acceptance of Statement of Work completion	<i>Sign, date and time</i>		

## **Annex B – Data Processing**

Annex 1 of Joint Schedule 11 is completed as follows.

## Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

1.1 The contact details of the Relevant Authority's Data Protection Officer are: Andy Blacksell; E-mail: [information.access@ukexport.finance.gov.uk](mailto:information.access@ukexport.finance.gov.uk)

1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED] [REDACTED]  
[DPO@deloitte.co.uk](mailto:DPO@deloitte.co.uk)

1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Parties are Independent Controllers of Personal Data</b></p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"><li>• Business contact details of Supplier Personnel for which the Supplier is the Controller,</li><li>• Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</li><li>• Personal Data provided by one Party who is Controller to the other Party where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority.</li></ul>
Duration of the Processing	From the Call-off start data to the Call-off Expiry Date including any Call-off Extension periods.

Nature and purposes of the Processing	Provision of consultancy services
Type of Personal Data	Full name Workplace address Workplace Phone Number Workplace email address
Categories of Data Subject	Staff of either Party and Personal Data within transactional documents
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	7 years from Call-Off expiry date unless there is a legal requirement to retain longer.