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

**Order Form**

CALL-OFF REFERENCE: CCFI24A05

THE BUYER: Government Internal Audit Agency

BUYER ADDRESS Redacted under FOIA section 40, Personal Information

THE SUPPLIER: RSM Risk Assurance Services LLP

SUPPLIER ADDRESS:Redacted under FOIA section 40, Personal Information

REGISTRATION NUMBER:Redacted under FOIA section 40, Personal Information

DUNS NUMBER: Redacted under FOIA section 40, Personal Information

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables dated 6th December 2024.

It’s issued under the Framework Contract with the reference number RM6188 for the Provision of an Internal Auditor Contractor Resource.

### CALL-OFF LOT(S):

Lot 1: Internal audit and assurance

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### CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. 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) **RM6188**
3. The following Schedules in equal order of precedence:
* Joint Schedules for **RM6188**
	+ Joint Schedule 1 (Definitions)
	+ Joint Schedule 2 (Variation Form)
	+ Joint Schedule 3 (Insurance Requirements)
	+ Joint Schedule 4 (Commercially Sensitive Information)
	+ Joint Schedule 6 (Key Subcontractors)
	+ Joint Schedule 10 (Rectification Plan)
	+ Joint Schedule 11 (Processing Data)
* Call-Off Schedules for **RM6188**
	+ Call-Off Schedule 1 (Transparency Reports)
	+ Call-Off Schedule 3 (Continuous Improvement)
	+ Call-Off Schedule 5 (Pricing Details)
	+ Call-Off Schedule 7 (Key Supplier Staff)
	+ Call-Off Schedule 9 (Security)
	+ Call-Off Schedule 18 (Background Checks)
	+ Call-Off Schedule 20 (Call-Off Specification)

1. CCS Core Terms
2. Joint Schedule 5 (Corporate Social Responsibility) **RM6188**
3. 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.

No other Supplier terms are 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:

*Special term 1 - The Buyer is only liable to reimburse the Supplier for any expense or any disbursement which is*

 *(i) specified in this Contract or*

 *(ii) which the Buyer has Approved prior to the Supplier incurring that expense or that disbursement. The Supplier may not invoice the Buyer for any other expenses or any other disbursements*

*Special term 2 - Clause 10.5 of the Core Terms is amended as follows:*

* *The existing paragraph under clause 10.5 is numbered 10.5.1;*
* *The following paragraph is inserted after clause 10.5.1 and is numbered clause 10.5.2:*

*The Supplier may terminate a Call-Off Contract upon such period of written notice is reasonable in the circumstances, if there is any Change in Law or other change in circumstance outside of the Supplier’s reasonable control which would mean that the performance of the Call-Off Contract (including the application of any fee arrangements) would result in the Supplier being in breach of any obligations relating to conflicts of interest, independence and integrity under Law applicable to the Supplier provided that, prior to issuing any such notice of termination, the Supplier shall use best endeavours to seek an alternative solution to termination (which shall include a requirement to terminate any contract with a third party if the existence of that contract has led to a conflict of interest) and mitigate the impact of any such alternative solution or termination.*

*Special term 3 - The definition of “Conflict of Interest” in Joint Schedule 1 is deleted and replaced by the following:*

 *a conflict between:*

*(a) the financial interests,*

*(b) personal duties, or*

*(c) any obligations, applicable to the Supplier, relating to conflicts of interest, independence and integrity under Law,*

*of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;*

*Special term 4 -*

*It is acknowledged that the services are fundamentally of the nature of the Supplier providing additional contractor resource, to be embedded within the buyer internal audit teams on a short-term basis.**The precise duties of the additional contractor resource will be agreed as between the Buyer and the additional contractor resource, and the Buyer will be responsible for providing appropriate instruction and day-to-day supervision and guidance to the additional contractor resource.**When providing the Services, the Supplier will not perform any management functions, nor make any decisions for the Buyer. All deliverables, outputs and related decisions and their consequences are the Buyer’s responsibility. The Buyer must appoint someone of management-level with the skill, knowledge and experience necessary to be responsible for overseeing the Services provided, evaluating their adequacy, establishing and maintaining internal controls and monitoring ongoing activities.**Notwithstanding the above, the Supplier may provide the Buyer with advice from time to time on request, but such advice is deemed to be given by the Supplier only when a Supplier ‘partner’ (being Daniel Harris, or any other individual that the Supplier confirms is a partner) is involved in providing such advice, having access to whatever information they reasonably deem necessary to be able to properly advise.*

CALL-OFF START DATE: 9th December 2024

CALL-OFF EXPIRY DATE: 8th June 2025

CALL-OFF INITIAL PERIOD: 6 Months (3 + 3)

**CALL-OFF OPTIONAL EXTENSION PERIOD**

Six (6) months (total maximum contract duration is twelve (12) months)

### CALL-OFF DELIVERABLES

Option B: See details in Call-Off Schedule 20 (Call-Off Specification)

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### SECURITY

Short form security requirements apply

### MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year isTBC on Award Estimated Charges in the first 12 months of the Contract.

### CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)

### REIMBURSABLE EXPENSES

Actually, and reasonably incurred with prior agreement in line with buyers expense policy as per Attachment 3 – Statement of Requirements.

### PAYMENT METHOD

Monthly by invoice to be sent to the email address below:

### BUYER’S INVOICE ADDRESS:

### Redacted under FOIA section 40, Personal Information

### BUYER’S ENVIRONMENTAL POLICY

Not Applicable

### BUYER’S SECURITY POLICY

Government Security Policy

### SUPPLIER’S AUTHORISED REPRESENTATIVE

### Redacted under FOIA section 40, Personal Information

### SUPPLIER’S CONTRACT MANAGER

Redacted under FOIA section 40, Personal Information

### PROGRESS REPORT FREQUENCY

The first Working Day of each calendar month unless agreed otherwise.

### PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter unless agreed otherwise.

### KEY STAFF

Redacted under FOIA section 40, Personal Information

Redacted under FOIA section 40, Personal Information

Redacted under FOIA section 40, Personal Information

Redacted under FOIA section 40, Personal Information

Redacted under FOIA section 40, Personal Information

Redacted under FOIA section 40, Personal Information

### KEY SUBCONTRACTOR(S)

None

### COMMERCIALLY SENSITIVE INFORMATION

Redacted under FOIA section 43, Commercial Interests

### SERVICE CREDITS

Not applicable

### ADDITIONAL INSURANCES

### Not applicable

### GUARANTEE

Not applicable

### 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 in Call-Off Schedule 4 (Call-Off Tender)

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| --- | --- |
| **For and on behalf of the Supplier:** | **For and on behalf of the Buyer:** |
| Signature: | Redacted under FOIA section 40, Personal Information  | Signature: | Redacted under FOIA section 40, Personal Information  |
| Name: | Redacted under FOIA section 40, Personal Information  | Name: | Redacted under FOIA section 40, Personal Information  |
| Role: | Redacted under FOIA section 40, Personal Information  | Role: | Redacted under FOIA section 40, Personal Information  |
| Date: | Redacted under FOIA section 40, Personal Information  | Date: | Redacted under FOIA section 40, Personal Information  |