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

**Order Form**

CALL-OFF REFERENCE: project\_10337

THE BUYER: Foreign, Commonwealth, & Development Office

BUYER ADDRESS King Charles Street, London, SW1A 2AH

THE SUPPLIER: RSM UK Risk Assurance Services LLP

SUPPLIER ADDRESS:6th Floor, 25 Farringdon Street, London, EC4A 4AB, England

REGISTRATION NUMBER:OC389499

DUNS NUMBER: 219766563

SID4GOV ID:Not known

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 8th January 2024.

It’s issued under the Framework Contract with the reference number RM6188 for the provision of FCDO Internal Audit Services

### CALL-OFF LOT(S):

Lot 1

### 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 10 (Rectification Plan)
  + Joint Schedule 11 (Processing Data)

* Call-Off Schedules for **RM6188**
  + Call-Off Schedule 7 (Key Supplier Staff)
  + Call-Off Schedule 9 (Security)
  + Call-Off Schedule 15 (Call-Off Contract Management) - Optional
  + 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**

During the life of the contract, when Audits are commissioned by the Authority, the Authority will share with the Supplier a Terms of Reference document including details of the Audit. The Supplier is expected to deliver to the timescales set out in these terms of reference documents.

CALL-OFF START DATE: 29 January 2024

CALL-OFF EXPIRY DATE: 01 April 2025

CALL-OFF INITIAL PERIOD: 1 year, 2 months

### CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification)

### 

### 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 is£300,000

### CALL-OFF CHARGES

Total charges for the contract duration shall not exceed £375,000. Day rate card below to be used on a time and material basis.

|  |  |
| --- | --- |
| **Grade** | **Day rate (GBP excl. VAT)** |
| Partner | Redacted Under FOIA Section 43, Commercial Interests |
| Director / Senior Audit Manager | Redacted Under FOIA Section 43, Commercial Interests |
| Audit Manager | Redacted Under FOIA Section 43, Commercial Interests |
| Senior Auditor | Redacted Under FOIA Section 43, Commercial Interests |
| Auditor | Redacted Under FOIA Section 43, Commercial Interests |
| Trainee Auditor / Analyst | Redacted Under FOIA Section 43, Commercial Interests |

### REIMBURSABLE EXPENSES

The Supplier is entitled to reasonable and proven expenses, in line with FCDO Policy.

### PAYMENT METHOD

The Buyer will provide the Supplier with a Purchase Order number. Supplier will invoice the Buyer for services used under the contract and send these to: UKPCInvoices@fcdo.gov.uk

### BUYER’S INVOICE ADDRESS:

Internal Audit & Investigations Business Excellence Team

Redacted Under FOIA Section 40, Personal Information

King Charles St, London SW1A 2AH

### FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives do not apply to this Call-Off Contract

### BUYER’S AUTHORISED REPRESENTATIVE

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

### BUYER’S ENVIRONMENTAL POLICY

Appended at Call-Off Schedule 21

### BUYER’S SECURITY POLICY

Available on request

### SUPPLIER’S AUTHORISED REPRESENTATIVE

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

### SUPPLIER’S CONTRACT MANAGER

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

### PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

### PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

### 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

### KEY SUBCONTRACTOR(S)

Not applicable

### COMMERCIALLY SENSITIVE INFORMATION

Joint schedule 4 completed

### 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)

|  |  |  |  |
| --- | --- | --- | --- |
| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer:** | |
| Signature: |  | Signature: |  |
| Name: |  | Name: |  |
| Role: |  | Role: |  |
| Date: |  | Date: |  |

# Joint Schedule 3 (Insurance Requirements)

### The insurance you need to have

* 1. The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under a Call-Off Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the “**Insurances**”). The Supplier shall ensure that each of the Insurances is effective no later than:
     1. the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
     2. the Call-Off Contract Effective Date in respect of the Additional Insurances.
  2. The Insurances shall be:
     1. maintained in accordance with Good Industry Practice;
     2. (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
     3. taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
     4. maintained for at least six (6) years after the End Date.
  3. The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

### How to manage the insurance

* 1. Without limiting the other provisions of this Contract, the Supplier shall:
     1. take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
     2. promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
     3. hold all policies in respect of the Insurances and cause any insurance broker affecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

### What happens if you aren’t insured

* 1. The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
  2. Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

### Evidence of insurance you must provide

* 1. The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

### Making sure you are insured to the required amount

* 1. The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

### Cancelled Insurance

* 1. The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
  2. The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

### Insurance claims

* 1. The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall cooperate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
  2. Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
  3. Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
  4. Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

# ANNEX: REQUIRED INSURANCES

The Supplier shall hold the following standard insurance cover from the Framework Start Date in accordance with this Schedule:

* + professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000);
  + public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000); and
  + employers’ liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000).

# Joint Schedule 4 (Commercially Sensitive Information)

## What is Commercially Sensitive Information?

In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.

Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).

Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Date** | **Item(s)** | **Duration of Confidentiality** |
| 1 | 12 January | Daily rates – overall contract value may be released but individual rates per grade are commercially sensitive | Duration of engagement |

# Joint Schedule 11 (Processing Data)

### Definitions

In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

|  |  |
| --- | --- |
| **“Processor Personnel”** | all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract; |

### Status of the Controller

The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:

“Controller” in respect of the other Party who is “Processor”;

“Processor” in respect of the other Party who is “Controller”;

“Joint Controller” with the other Party;

“Independent Controller” of the Personal Data where the other Party is also “Controller”,

in respect of certain Personal Data under a Contract and shall specify in Annex 1 *(Processing Personal Data)* which scenario they think shall apply in each situation.

### Where one Party is Controller and the other Party its Processor

Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 *(Processing Personal Data*) by the Controller.

The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.

The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:

a systematic description of the envisaged Processing and the purpose of the Processing;

an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;

an assessment of the risks to the rights and freedoms of Data Subjects; and

the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:

Process that Personal Data only in accordance with Annex 1 *(Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;

ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms*,* which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:

nature of the data to be protected;

harm that might result from a Personal Data Breach;

state of technological development; and

cost of implementing any measures;

ensure that :

the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 *(Processing Personal Data*));

it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:

are aware of and comply with the Processor’s duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*) of the Core Terms;

are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;

are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and

have undergone adequate training in the use, care, protection and handling of Personal Data;

not transfer Personal Data outside of the UK or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;

the Data Subject has enforceable rights and effective legal remedies;

the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and

at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

Subject to paragraph 8 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:

receives a Data Subject Access Request (or purported Data Subject Access Request);

receives a request to rectify, block or erase any Personal Data;

receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;

receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

becomes aware of a Personal Data Breach.

The Processor’s obligation to notify under paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.

Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 7 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:

the Controller with full details and copies of the complaint, communication or request;

such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;

assistance as requested by the Controller following any Personal Data Breach; and/or

assistance as requested by the Controller with respect to any request from the Information Commissioner’s Office, or any consultation by the Controller with the Information Commissioner's Office.

The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

the Controller determines that the Processing is not occasional;

the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or

the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.

The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller’s designated auditor.

The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.

Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:

notify the Controller in writing of the intended Subprocessor and Processing;

obtain the written consent of the Controller;

enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and

provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.

The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.

The Relevant Authority may, at any time on not less than thirty (30) Working Days’ notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).

The Parties agree to take account of any guidance issued by the Information Commissioner’s Office. The Relevant Authority may on not less than thirty (30) Working Days’ notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner’s Office.

### Where the Parties are Joint Controllers of Personal Data

In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11.

### Independent Controllers of Personal Data

With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.

Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.

Where a Party has provided Personal Data to the other Party in accordance with paragraph 18 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.

The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.

The Parties shall only provide Personal Data to each other:

to the extent necessary to perform their respective obligations under the Contract;

in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and

where it has recorded it in Annex 1 *(Processing Personal Data).*

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.

Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract **(“Request Recipient”)**:

the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or

where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:

promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and

provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.

Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:

do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;

implement any measures necessary to restore the security of any compromised Personal Data;

work with the other Party to make any required notifications to the Information Commissioner’s Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and

not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.

Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 *(Processing Personal Data).*

Personal Data shall not be retained or processed for longer than is necessary to perform each Party’s respective obligations under the Contract which is specified in Annex 1 *(Processing Personal Data)*.

Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 28 of this Joint Schedule 11.

# 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. The contact details of the Relevant Authority’s Data Protection Officer are: Redacted Under FOIA Section 40, Personal Information
      2. The contact details of the Supplier’s Data Privacy Officer are: Redacted Under FOIA Section 40, Personal Information
      3. The Processor shall comply with any further written instructions with respect to Processing by the Controller.
      4. Any such further instructions shall be incorporated into this Annex.

|  |  |
| --- | --- |
| **Description** | **Details** |
| Identity of Controller for each Category of Personal Data | **The Relevant Authority is Controller and the Supplier is Processor**  The Parties acknowledge that in accordance with paragraph 3 to paragraph 16 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:   * Names and email addresses of FCDO and FCDO ALB staff may be shared as part of this contract so that the Supplier may contact the relevant Parties as part of the Audit Services. * The Authority recognises the default relationship is that both parties are independent Controllers but there may be instances where a Controller-Processor designation is more appropriate and will be confirmed between parties in writing if it arises.   **The Parties are Independent Controllers of Personal Data**  *The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:*  *Business contact details of Supplier Personnel for which the Supplier is the Controller,*  *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,* |
| Duration of the Processing | *1st January 2024 – 31st March 2025* |
| Nature and purposes of the Processing | *The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.*  *The purpose might include: Audit processing* |
| Type of Personal Data | *Name, telephone number, email* |
| Categories of Data Subject | *Staff (including volunteers, agents, and temporary workers)* |
| 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 | *Unless required for statutory reasons, data should be returned to the Authority and destroyed from Supplier systems.* |

# Call-Off Schedule 15 (Call-Off Contract Management)

# Definitions

## In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

|  |  |
| --- | --- |
| **"Operational Board"** | the board established in accordance with paragraph 4.1 of this Schedule; |
| **"Project Manager"** | the manager appointed in accordance with paragraph 2.1 of this Schedule; |

# Project Management

## The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.

## The Parties shall ensure that appropriate resources are made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.

## Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

**Role of the Supplier Contract Manager**

The Supplier's Contract Manager'(s) shall be:

### the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;

### able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Supplier’s Contract Manager's responsibilities and obligations;

### able to cancel any delegation and recommence the position himself; and

### replaced only after the Buyer has received notification of the proposed change.

The Buyer may provide revised instructions to the Supplier's Contract Manager(s) in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.

Receipt of communication from the Supplier's Contract Manager(s) by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

# Role of the Operational Board

## The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.

## The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in the Order Form.

## In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.

## Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member’s attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.

## The purpose of the Operational Board meetings will be to review the Supplier’s performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

**Contract Risk Management**

Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.

The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:

### the identification and management of risks;

the identification and management of issues; and

monitoring and controlling project plans.

The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.

The Supplier will maintain a risk register of the risks relating to the Call Off Contract which the Buyer and the Supplier have identified.

# Annex: Contract Boards

The Parties agree to operate the following boards at the locations and at the frequencies set out below:

No additional boards required.

# Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

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### OVERVIEW OF THE AUTHORITY

### The FCDO aim to pursue our national interests and project the UK as a force for good in the world. We promote the interests of British citizens, safeguard the UK’s security, defend our values, reduce poverty and tackle global challenges with our international partners.

### BACKGROUND TO YOUR REQUIREMENT

### The Internal Audit and Investigations Directorate (IAID) of the Foreign, Commonwealth and Development Office (FCDO) is in place to meet HM Treasury’s requirements for the provision of internal audit set out in Public Sector Internal Audit Standards: Applying the IIA international standards to the public sector (PSIASs) (HM Treasury, March 2017). The IAD complies with the UK Government Functional Standard for Internal Audit (GovS 009) and UK Public Sector Internal Audit Standards (PSIAS), as promulgated by the Internal Audit Standards Advisory Board.

### The IAD also complies with the Global Institute of Internal Auditors’ International Professional Practices Framework (IPPF) including: the Core Principles for the Professional Practice of Internal Auditing, the Code of Ethics, the International Standards for the Professional Practice of Internal Auditing, and the Definition of Internal Auditing.

We require support in the delivery of our internal audit annual plan for FY 2023/24 and 2024/25.

### YOUR REQUIREMENT

To support in the delivery of the FCDO’s IAD Annual Audit Plan for 23/24 and 24/25, the supplier will be required to conduct identified internal audit reviews in line with agree deadlines, terms of reference and reporting frameworks.

### BASE LOCATION

The location for delivery of internal audit services across different FCDO and FCDO Services sites across the UK. We have locations in East Kilbride, Milton Keynes, London and Steyning West Sussex, however internal audit services will be delivered remotely.

### PAYMENT

Payment will be on a monthly basis based on an invoice for actual time.

### STAFF VETTING, EXPERIENCE AND QUALIFICATIONS

All staff should contain SC clearance and must be cleared and available to audit by January 2024.

* A professional qualification in internal audit (including CIA, PIIA, CMIIA or QIAL) or an equivalent professional qualification with direct relevance to internal audit, e.g. CCAB.
* Substantive internal audit experience and experience of leading teams within a matrix management structure.
* Proficiency in writing reports or similar documents to a professional standard.
* A track record in delivering to tight deadlines, often at short notice, and the ability to self-start and participate in multiskilled teams.
* Analytical skills to enable the evaluation of risk management, counter fraud, programme management and governance risks, processes, controls and structures.

### KEY MILESTONES

You will demonstrate how you will meet the internal audit expertise, knowledge, skills and experience as set out above.

The potential provider should note the following project milestones that the Authority will measure the quality of delivery against:

**Milestone 1**: FCDO Services: Global Corporate Governance Framework (Post OD1A) – OD1A is a change programme resulting in a new operating model.  It will be approaching two years from the start of OD1A and the audit will assess the extent it which FCDO Services have achieved aims.

**Timeframe:** To be delivered in Q4 of FY 23/24, January 2024, in a total of 20 audit days.

**Milestone 2:** FCDO Services: Overseas Delivery – A review of the overseas delivery model in terms of mechanisms of accountability and monitoring of outcomes and measurement of success.

**Timeframe:** To be delivered in Q4 of FY 23/24, February/March 2024, in a total of 20 audit days.

**Milestone 3:** Commonwealth Scholarship Commission (CSC) – The CSC is an executive, non-departmental public body, sponsored by the FCDO. The CSC provides the main UK government scholarship scheme led by international development objectives. We require an audit, the scope of which is yet to be determined, to contribute to CSC’s governance and assurance mechanisms.

**Timeframe:** To be delivered in Q4 of FY 23/24, in a total of 15 days.

**Milestone 4:** Marshall Aid Commemoration Commission (MACC) – MACC is an executive non-departmental public body, sponsored by the FCDO. MACC administers the British Marshall Scholarships, which finance young Americans of high ability to study for a graduate degree in the UK. We require an audit, the scope of which is yet to be determined, to contribute to MACC’s governance and assurance mechanisms.

**Timeframe:** To be delivered in Q4 of FY 23/24, in a total of 15 audit days.

**Milestone 5:** Wilton Park – Wilton Park is an Executive Agency of the FCDO supporting UK foreign policy development. We require an audit, the scope of which is yet to be determined, to contribute to Wilton park’s governance and assurance mechanisms.

**Timeframe:** To be delivered in Q4 of FY 23/24, in a total of 15 audit days.

### REPORTING

Upon completion of each internal audit review, we require the delivery of a draft internal audit report as per the FCDO’s IAD reporting format and template within 3 weeks of fieldwork.

### DEFINITIONS AND ACRONYMS

FCDO

Foreign, Commonwealth & Development Office

Call-Off Schedule 21

In order to address the threat from climate change, FCDO has made promoting sustainable global growth part of its priorities. FCDO is determined that all aspects of its operations at home and overseas are managed sustainably.

*"The UK are poised to host the next major global climate negotiations, in partnership with Italy. Over 30,000 delegates from around the world will come together to commit to ambitious action to tackle climate change. We’re ready to bring the world together to make sure we leave our precious environment in a better state for our children. The Foreign and Commonwealth Office aims to lead the world and deliver a sustainable future whilst reducing long term costs to the British taxpayer."*

**Dominic Raab, Foreign Secretary**

We are committed to improving the environmental sustainability of the FCDO’s operations and enable staff to understand their environmental responsibilities and act appropriately at all times to achieve high standards of environmental sustainability throughout all our operations. We are therefore committed to continual improvement in our environmental performance, protecting the environment, preventing pollution, improving resource efficiency and minimising to the extent reasonably practicable adverse environmental impacts to ensure that no environmental harm is done. ​​​​​

**Corporate rule**

All FCDO employees, contractors, suppliers and partners must play a role in maintaining and improving a sustainable working environment by giving due regard to environmental issues in their day-to-day activities.

Through implementation of this policy we endeavour to:

* Continually monitor and improve environmental management and performance of our operations in line with the Greening Government Commitments
* Ensure that we meet, and where possible, exceed the requirements of all applicable UK and international environmental legislation, standards and codes of practice to which we subscribe; and require contractors and suppliers to do the same.
* Increase employee awareness and engagement in environmental sustainability to help integrate these factors into all business decision making

### We will work to fulfil these commitments by:

Reducing the impacts of operational activities by raising awareness and increasing staff engagement of sustainable development throughout the Department:

* Ensuring our global operations are managed towards becoming net zero by 2050 or earlier.
* Setting targets for the UK estate in line with Greening Government Commitments, maintaining a robust system for monitoring and appraising environmental performance - covering reductions in greenhouse gas emissions, waste, domestic flights, water and paper consumption.
* Demonstrate progress against key biodiversity indicators and support the Government’s commitment to improve nature through developing and delivering Nature Recovery Plans.
* Reducing energy and resource consumption in line with current best practice; fully integrating environmental factors into the design and management of our buildings. Including using sustainable practices and standards, such as BREEAM where practicable.
* Operating an ISO 14001[[1]](#endnote-1) compliant Environmental Management System and use EMS principles to assess environmental impact and risks and developing robust monitoring for environmental performance for remainder of the UK and overseas estate.
* Minimising carbon impacts of staff travel, by encouraging staff to utilise audio/video conferencing to avoid travelling and minimise air and private car travel where practicable.
* Seeking to increase waste efficiency by: reducing our production of waste, encouraging re-use, recycling and composting; using refurbished and recycled products and materials, where such alternatives provide value for money; using compostable substances where they provide the best environmental option and value for money

Adopting the principle that our procurement should be sustainable and ethical by default, and demonstrably so, both publicly and internally by:

* Acting in accordance with Central Government social value policy, whereby procurement must maximise opportunities for delivering additional economic, environmental and social benefits in the performance of the contracts.
* Acting in accordance with the proposed Central Government Carbon Exclusion Measure for Procurement, which will allow Buyers to exclude Suppliers from competitions who don’t provide Carbon Reduction Plans and commit to Net Zero emissions by 2050. [[2]](#endnote-2)
* Generally encourage our contractors and suppliers to improve their environmental performance, providing us with better goods and services thereby reducing our consumer environmental impacts.

### Monitoring & Evaluation

We shall:

Regularly review this Policy with the aim of continual improvement to enhance FCDO’s environmental performance and improve our Environmental Management System (EMS).

Review our performance at quarterly intervals with a Sustainable Operations Board (SOB) composed of senior leadership to agree the strategy and provide for the implementation of this policy.

Ensure that this Policy is understood, implemented and advocated at all levels in the organisation and is supported by appropriate guidance and training; raising awareness and empowering our network to take local action.

Ensure ongoing, transparent communication of FCDO’s performance under this policy is available to all FCDO staff; culminating in an annual report summarising the year’s progress.

### Responsibility

Responsibility for successful implementation of this policy is held by the Sustainable Operations Board and DG Finance and Corporate.

The Sustainability Team are responsible for openly communicating our progress in reducing environmental impact to interested internal and external parties and responding appropriately to reasonable requests for information (including Environmental Information Regulation requests).

All FCDO staff have a responsibility to give due regard to environmental issues in their day-to-day activities and help contribute towards FCDO’s commitment to reduce its environmental impact by following good environmental practices in line with this policy.

1. he Foreign, Commonwealth & Development Office Environmental policy has evolved from the FCO and DFID environmental policy statements. The term “operations” can be defined as activities associated with the ongoing management of the FCDO estate which have an impact or potential impact on the environment.

   The ISO 14001 certified Environmental Management System (EMS) covers the FCDO Offices in King Charles Street, together with offices on our site at Hanslope Park near Milton Keynes. This certification covers: facilities management, resource and energy use, waste management, travel, procurement and on-site supervision of contract work. This policy statement forms part of the documentation for the FCDO EMS. The FCDO’s EMS was last recertified to ISO14001 in August 2020 by Lloyd’s Register Quality Assurance. [↑](#endnote-ref-1)
2. Contractual delivery of Social Value and implementation of the Carbon Exclusion Measure will be achieved through our focus on supporting the creation of commercial strategies with business units that offer tangible, relevant and proportionate outcomes to support this environmental policy. [↑](#endnote-ref-2)