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**FORM NUMBER 02**

CALL OFF CONTRACT VARIATION (Recruit, Train Deploy)

THIS VARIATION AGREEMENT is made on 26<sup>th</sup> July 2023

Between:

(1) DEPARTMENT FOR BUSINESS AND TRADE whose offices are at Old Admiralty Building,  
Admiralty Place, London, SW1A 2DY ("**Customer**")

and

(2) ALEXANDER MANN SOLUTIONS LIMITED whose registered offices are at First Floor, 7-11  
Bishopsgate, London, EC2N 3AQ ("**Service Provider**")

each being a "**Party**" together known as the "**Parties**".

**RECITALS**

- A. Department for International Trade ("**DIT**") and the Service Provider, under the Framework Agreement dated 16<sup>th</sup> January 2018 (the "**Agreement**"), entered into a contract for the Provision of Resourcing Services dated 20<sup>th</sup> May 2019 comprising of the Call Off Order Form and the Call Off Terms, and amended by a variation dated 18<sup>th</sup> January 2023, (the "**Call Off Contract**").
- B. Pursuant to Statutory Instrument 2023 No. 424, which came into effect on 3<sup>rd</sup> May 2023, the functions of DIT have been transferred to the Customer and therefore the Call Off Contract has transferred from DIT to the Customer.
- C. The Agreement has been amended by a variation agreed between the Service Provider and the Authority relating to the Recruit, Train, Deploy Route to Talent.
- D. The Parties now wish to vary the Call Off Contract to incorporate the Recruit, Train, Deploy Route to Talent amendments to the Agreement, as set out in and subject to the terms of this Variation.

This Variation takes effect as of 4<sup>th</sup> May 2023 ("**Effective Date**"), or such other date as set out below, notwithstanding the date on which it is signed.



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In accordance with Clause 22.1 of the Call Off Terms, this Call Off Contract is varied as follows:

## 1. DEFINITIONS

- 1.1. Schedule 1: Definitions shall be amended to include the following new or amended definitions: (additions are identified as underlined and italicised and/or deletions are identified as strike-through):

<b>"Call Off Contract Charges"</b>	means the prices (inclusive of any Milestone Payments and exclusive of any applicable VAT) payable to the Service Provider by the Customer under this Call Off Contract, as set out in Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing), for the full and proper performance by the Service Provider of its obligations under this Call Off Contract ( <i>which, for the avoidance of doubt shall include any MSP Fees on Payment in Lieu of Notice or RTD Transfer fees</i> ) less any Deductions;
<b>"Cohort"</b>	<i>means a group of RTD Workers, supplied by the same RTD Supplier at the same time, and engaged and trained in the same specialism (or where only a single worker is required, one RTD Worker);</i>
<b>"Dispute Resolution Process"</b>	<i>means the dispute resolution process described in Annex 1 to Part D of the Framework Schedule 2 (Services) as may be amended by the Service Provider on written notice;</i>
<b>"Minimum Notice Period" or "Notice"</b>	<i>means the minimum period of notice required to be given, at any time following the RTD Start Date, prior to termination of a RTD Worker Assignment (as specified in the RTD Final Requisition) and "Notice" shall be construed accordingly;</i>
<b>"Payment in Lieu of Notice"</b>	<i>means the figure, set out in the RTD Final Requisition, which the parties have agreed represents adequate compensation to the RTD Supplier for termination, without Notice, of an RTD Worker Assignment;</i>
<b>"Recruit, Train Deploy" or "RTD"</b>	<i>means a Route to Talent which allows Contracting Authorities to recruit pre trained cohorts of supplier employees on a contingent basis, as is further described in Part D of Schedule 2 (Services);</i>
<b>"Replacement RTD Worker"</b>	<i>means a new RTD Worker, provided by the RTD Supplier to replace an existing RTD Worker;</i>



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<b>“Replacement Period”</b>	<i>means the number of working days within which a Replacement RTD Worker should be provided by the Supplier (as specified in the RTD Final Requisition);</i>
<b>“RTD Assignment Period”</b>	<i>means the fixed term assignment period, commencing on the RTD Start Date, agreed between a RTD Supplier and a Contracting Authority for the supply of the Cohort (as specified in the RTD Final Requisition);</i>
<b>“RTD Charges”</b>	<i>means the charges in relation to a verified and undisputed timesheet, which for the avoidance of doubt shall include the RTD MSP Fee;</i>
<b>“RTD Final Requisition”</b>	<i>means the Contracting Authority’s request for RTD Services as set out in the VMS in the form approved by the Contracting Authority, the Service Provider and the Supplier;</i>
<b>“RTD MSP Fee”</b>	<i>means the charges payable by the Contracting Authority to the Service Provider as set out in Schedule 3 Annex 1 Tab 9;</i>
<b>“RTD Requisition Form ”</b>	<i>means the form to be provided by email by the Contracting Authority to the Service Provider. which captures the specific requirement agreed between the RDT Supplier and the Contracting Authority regarding the supply of a RTD Worker or a Cohort;</i>
<b>“RTD Service(s)”</b>	<i>means the service provided by the Service Provider in facilitating the RTD Route to Talent, as is further described in Part D of Schedule 2 (Services);</i>
<b>“RTD Start Date”</b>	<i>means the date on which the RTD Final Requisition is approved (in the VMS) by the Supplier, the Contracting Authority and the Service Provider;</i>
<b>“RTD Suppliers”</b>	<i>means employment businesses specialising in employing and training individuals in a particular discipline and deploying those employees to Contracting Authorities as contingent workers, or cohorts of contingent workers. Where RTD Workers are directly engaged by the Service Provider, then the term “RTD Supplier” shall be construed as meaning Service Provider;</i>
<b>“RTD Supply Chain”</b>	<i>means RTD Suppliers who have passed the Services Provider’s onboarding process and have signed a supplier contract with the Service Provider;</i>



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<b>"RTD Transfer Fee(s)"</b>	<i>means the transfer fees that are payable by the Contracting Authority to the Service Provider in the event that the Contracting Authority seeks to employ or engage a RTD Worker on a permanent or fixed term basis, or via a third party during the RTD Assignment Period (in the sums specified in the RTD Final Requisition);</i>
<b>"RTD Transfer Fee Period"</b>	<i>means the period specified in the RTD Final Requisition and commencing on the RTD Start Date;</i>
<b>"RTD Worker(s)"</b>	<i>means an employee of a RTD Supplier, deployed to a Contracting Authority on the terms set out in the RTD Final Requisition and/or RTD Work Order. For the avoidance of doubt where a RTD Worker is directly engaged by the Service Provider, the RTD Worker is a Worker and not Service Provider Personnel;</i>
<b>"RTD Worker Assignment"</b>	<i>means the agreement set out in the RTD Work Order and/or RTD Final Requisition, for the provision of a RTD Worker to perform the RTD Worker Assignment Services;</i>
<b>"RTD Worker Assignment End Date"</b>	<i>means the end date of the RTD Worker Assignment Services (as specified in the RTD Work Order and/or RTD Final Requisition);</i>
<b>"RTD Worker Assignment Period"</b>	<i>means the fixed term assignment period as specified in the RTD Work Order and/or RTD Final Requisition;</i>
<b>"RTD Worker Assignment Services"</b>	<i>means the services that an RTD Worker is required to provide to a Contracting Authority as set out in the RTD Work Order and/or RTD Final Requisition;</i>
<b>"RTD Worker Assignment Start Date"</b>	<i>means the start date of the RTD Worker Assignment Services (as specified in the RTD Work Order and/or RTD Final Requisition);</i>
<b>"RTD Worker Rate"</b>	<i>means the day rate specified in the RTD Work Order and/or RTD Final Requisition;</i>
<b>"RTD Work Order"</b>	<i>means the document issued by the Service Provider to the RTD Supplier (where the RTD Workers are not directly engaged by the Service Provider) via the VMS, prior to the commencement of an RTD Worker Assignment detailing the requirement in respect of that RTD Worker;</i>
<b>"VMS"</b>	<i>means the vendor management system used by the Service Provider to provide the Services;</i>



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## 2. PARTIES TO THE AGREEMENT

2.1. With effect from 3<sup>rd</sup> May 2023, the Parties wish to amend Section A of the Call Off Order Form as follows (additions and deletions are respectively underlined/struck through):

“This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of Public Sector Resourcing Model Services dated 16/01/2018.

The Service Provider 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 Call Off Terms.

From	<b>DEPARTMENT FOR BUSINESS AND TRADE</b> whose offices are at Old Admiralty Building, Admiralty Place, London, SW1A 2DY (“ <b>CUSTOMER</b> ”)
	<b>[REDACTED]</b> (“ <b>CUSTOMER REPRESENTATIVE</b> ”)
To	<b>ALEXANDER MANN SOLUTIONS LIMITED</b> incorporated and registered in England and Wales with company number 02073305 whose registered office is at 7 Bishopsgate, London, EC2N3AQ (“ <b>SERVICE PROVIDER</b> ”)
	<b>[REDACTED]</b> (“ <b>SERVICE PROVIDER REPRESENTATIVE</b> ”)

”



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3. SECTIONS 5.4 AND 8.5 OF THE CALL OFF ORDER FORM (NOTICES AND BILLING INFORMATION)

3.1. With effect from 3<sup>rd</sup> May 2023, the Parties agree to delete Section B, section 5.4 of the Call Off Order Form and replace it with the following:

5.4	<p><b>CUSTOMER BILLING</b><i>Guidance Note: insert Customer billing address for the purposes of</i></p> <p><b>ADDRESS</b> (paragraph 7.6<i>paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges,</i></p> <p>of Call Off Schedule 3 (Call<i>Payment and Invoicing).</i></p> <p>Off Contract Charges, Payment and Invoicing)). (“Customer”)</p> <p>(1) <b>Department for Business and Trade:</b></p> <p>Finance Department</p> <p>Old Admiralty Building, Admiralty Place, London, SW1A 2DY</p>
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3.2. With effect from 3<sup>rd</sup> May 2023, the Parties agree to delete Section B, section 8.5 of the Call Off Order Form and replace it with the following:

8.5	<p><b>NOTICES</b> (Clause 55.6 of the Call Off Terms):</p> <p><u>Customer’s postal address and email address:</u></p> <p>Old Admiralty Building, Admiralty Place, London, SW1A 2DY</p> <p><b>[REDACTED]</b></p> <p><u>Service Provider’s postal address and email address:</u></p> <p>7-11 Bishopsgate, London, EC2N 3AQ</p>
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4 RTD SERVICES

4.1 A new Clause 9 (previously not used) of the Call Off Terms shall be added as follows:

9.1 Where a Customer approves an RTD Final Requisition in the VMS, it shall be bound by the obligations set out therein from the date of approval in the VMS.

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9.2 The Customers obligation to Pay RTD Transfer Fees shall survive termination of an RTD Worker Assignment and remain in place for the RTD Transfer Fee Period, notwithstanding any Payment in Lieu of Notice.

9.3 Notwithstanding Clause 56 and Schedule 11, in the event of any dispute between a Customer and an RTD Supplier, the Service Provider and the Customer shall follow the Dispute Resolution Process.

## **5 PRICING SCHEDULE**

5.1 The pricing schedule in embedded file “RM3749 Pricing Template” in Schedule 3: Call Off Contract Charges, Payment and Invoicing - Annex 1: Call Off Contract Charges shall be deleted and replaced by the following, which includes a new tab labelled RTD:

**[REDACTED]**

Copy of RM3749 PSR  
rates call off contract

## **8 Part D RTD SERVICES**

8.1 Schedule 2 (Services) of the Call Off Contract shall be deleted and replaced by the following, which includes a new Part D: RTD Services:



schedule 2 (services)  
including Part D

## **9 DISPUTE RESOLUTION**

9.1 Clause 56.1 of the Call Off Terms shall be deleted and replaced with the following (additions shown in italics and underlining):

“56.1 *Subject to Clauses 9.3 and 23.5.10*, the Parties shall resolve Disputes arising out of or in connection with this Call Off Contract in accordance with the Dispute Resolution Procedure.”

10 The Variation is supplemental to the Call Off Contract. Except as expressly amended by the Variation and any previous variation, the Call Off Contract shall remain in full force and effect.



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Terms defined in the Call Off Contract shall have the same meaning in this Variation, unless otherwise provided by the Variation.

- 11 The Variation must be agreed and signed by both parties and shall be effective from the effective date specified in the Variation.
- 12 The parties agree to comply with the terms of the Variation in consideration of the payment by each party to the other of the sum of one pound (£1), the receipt and sufficiency of which is acknowledged by each party.
- 13 The Variation shall be governed by and construed in all respects in accordance with English law. Any dispute which may arise between the parties concerning this Variation shall be determined by the courts of England and Wales, and the parties submit to the exclusive jurisdiction of such courts.

Signed by an authorised signatory for and on behalf of the Customer

Signature

**[REDACTED]**

Date

27/7/2023 | 2:24 PM BST

Name (in Capitals)



Address

Old Admiralty Building, Admiralty Place, London,  
SW1A 2DY

Signed by an authorised signatory to sign for and on behalf of the Service Provider

Signature **[REDACTED]**

Date

Name (in Capitals) **[REDACTED]**

Address

7 – 11 Bishopsgate, London, EC2N 3AQ

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28/7/2023 | 2:12 PM BST