

Redacted for publication

Crown Commercial Service

Call Off Order Form for Public Sector Resourcing Model Services

**PUBLIC SECTOR RESOURCING CALL OFF ORDER FORM AND PUBLIC SECTOR RESOURCING CALL
OFF TERMS**

PART 1 – PUBLIC SECTOR RESOURCING CALL OFF ORDER FORM

SECTION A

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, Reference RM3749 .

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, the Call Off Terms, Framework Agreement Terms and Formal change Log of any accepted changes to the Original Framework Agreement.

From	THE SECRETARY OF STATE FOR WORK AND PENSIONS ("CUSTOMER") Redacted ("CUSTOMER REPRESENTATIVE")
To	ALEXANDER MANN SOLUTIONS LIMITED "SERVICE PROVIDER" Redacted ("SERVICE PROVIDER REPRESENTATIVE")

SECTION B

CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: The term of this Call Off Agreement shall be from the date this Call of Agreement is countersigned by either Party until expiry of the Framework Agreement on 17/01/2024. This Call Off Agreement may be extended by written notice for a further 18 months subject to Clause 5.3 of the Call Off Terms
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SERVICES

2.1.	Services required: As specified in Call Off Schedule 2 (Services)
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IMPLEMENTATION PLAN

3.1.	Implementation Plan: As specified in Schedule 4 (Implementation Plan) of the Call Off Terms. Redacted
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CONTRACT PERFORMANCE

4.1	<p>Standards:</p> <ul style="list-style-type: none">• In addition to those Standards referenced in Clause 11 and Schedule 1 (Definitions) of the Call Off Terms <ol style="list-style-type: none">1. Within twenty (20) Working Days of the Call Off Commencement Date the Service Provider shall provide the Customer with details of how the process in respect of the monitoring and reporting of Key Performance Indicators (KPIs) will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.2. REPORTING OF SERVICE FAILURES<ol style="list-style-type: none">2.1 The Service Provider shall report all failures to achieve KPIs to the Customer in accordance with the processes agreed in paragraph 1.2 of Annex 1 to Part B of the Framework Agreement Schedule 28.3. PERFORMANCE MONITORING AND PERFORMANCE REVIEW<ol style="list-style-type: none">3.1 The Service Provider shall provide the Customer with performance monitoring reports ("Performance Monitoring Reports") in accordance with the process and timescales agreed pursuant to paragraph 1.2 of Annex 1 to Part B of the Framework Agreement Schedule 28 above which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:<ol style="list-style-type: none">3.1.1 for each KPI, the actual performance achieved over the KPI for the relevant Service Period;3.1.2 a summary of all failures to achieve KPIs that occurred during that Service Period;3.1.3 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;3.1.4 such other details as the Customer may reasonably require from time to time.
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	<p>3.2 The Parties shall attend meetings to discuss Performance Monitoring Reports ("Performance Review Meetings") on a monthly basis (unless otherwise agreed). The Performance Review Meetings will be the forum for the review by the Service Provider and the Customer of the Performance Monitoring Reports. The Performance Review Meetings shall (unless otherwise agreed):</p> <p>3.2.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Service Provider;</p> <p>3.2.2 take place at such location and time (within normal business hours) as the Customer shall reasonably require unless otherwise agreed in advance;</p> <p>3.2.3 be attended by the Service Provider's Representative and the Customer's Representative; and</p> <p>3.2.4 be fully minuted by the Service Provider. The prepared minutes will be circulated by the Service Provider to all attendees at the relevant meeting and also to the Customer's Representative and any other recipients agreed at the relevant meeting. The minutes of the preceding month's Performance Review Meeting will be agreed and signed by both the Service Provider's Representative and the Customer's Representative at each meeting.</p> <p>3.3 The Customer shall be entitled to raise any additional questions and/or request any further information regarding any failure to achieve KPIs.</p> <p>3.4 The Service Provider shall provide to the Customer such supporting documentation as the Customer may reasonably require in order to verify the level of the performance by the Service Provider for any specified Service Period.</p> <p>3.5 The Service Provider shall manage this Call Off Agreement by utilising the Customer's tiered Service Provider Relationship Management (SRM) approach, which provides escalation routes and enables development of the key strategies at senior levels.</p> <p>3.6 The Service Provider shall agree the level of engagement and frequency with Customer within one (1) month of this Call Off Agreement Commencement Date, but as a minimum this shall include:</p>
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	Frequency	Status	Format	Attendees	Information Required
	Monthly	Operational	Meeting or telephone conference	To be agreed at Implementation	Monthly MI Highlight Report
	Quarterly	Operational	Meeting	To be agreed at Implementation	Highlight Report Dashboard Continuous Improvement Plan
	Bi-annually	Operational / Strategic	Meeting	To be agreed at Implementation	Dashboard, Mid-Year Review and Forecast Report
	Annually	Strategic	Meeting	To be agreed at Implementation	Dashboard, End of Year Review and Forecast Report
	<p>3.7 The Service Provider's Framework Manager shall ensure where KPIs are not being met, that appropriate extra resources are committed promptly and action is taken to resolve any issues to the satisfaction of the Authority and Customer which may include a Performance Improvement Plan (PIP).</p> <p>4. SATISFACTION SURVEYS</p> <p>4.1 In order to assess the level of performance of the Service Provider, the Customer may undertake satisfaction surveys in respect of the Service Provider's provision of the Services.</p> <p>4.2 The Customer shall be entitled to notify the Service Provider of any aspects of the performance of the provision of the Services which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with the obligations set out in the Framework and the Call Off Agreement.</p> <p>4.3 All other suggestions for improvements to the provision of Services shall be dealt with as part of the continuous improvement programme pursuant to Clause 15 of the Framework Agreement (Continuous Improvement).</p>				
4.2	<p>KPI's: As specified in Schedule 18 Key Performance Indicators of the Call Off Terms</p> <p>Final set of KPIs as per below.</p> <p>Redacted</p>				

	<p>MI Dashboard as per below (Password 2018CCSD@T@ to access)</p> <p>Redacted</p>
4.3	<p>Period for providing Rectification Plan:</p> <p>As per Clause 38.2.1 (a) of the Call Off Terms</p>

PAYMENT

5.1	<p>Call Off Contract Charges (including any applicable discount(s), but excluding VAT):</p> <p>As per Annex 1 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing) of the Call Off Terms. Contract Charges may be amended to reflect increase/decrease in market rates as the result of benchmarking of the Services throughout the life of this Call Off Contract.</p> <p>Call Off Contract Charges are for new Workers placed after the Service Commencement Date above.</p>	
5.2	<p>Payment terms/profile:</p> <p>The payment of Call Off Contract Charges and invoicing shall be carried out in accordance with the Call Off Contract Terms and the Schedule and Annex referred to therein. The Customer shall use reasonable endeavours to adhere to Procurement Policy Note 05/15 referred to in the link below, however the Customer's obligation is as specified in the Call Off Contract including the obligation to pay all sums properly due and payable to the Service Provider in cleared funds within thirty (30) days of receipt of a Valid Invoice, as stated in Schedule 3.</p> <p>https://www.gov.uk/government/publications/procurement-policy-note-0515-prompt-payment-and-performance-reporting</p>	
5.3	<p>Reimbursable Expenses</p> <p>Pre-approved expenses incurred by Workers only.</p>	
5.4	<p>Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing).</p>	<p>Department for Work and Pensions</p> <p>Redacted</p>



LIABILITY AND INSURANCE

6.1	<p>Estimated Year 1 Call Off Contract Charges:</p> <p>Redacted</p>
6.2	<p>Service Provider's limitation of Liability As per Clause 36.2.1 of the Call Off Terms.</p>

TERMINATION AND EXIT

7.1	Termination on material Default As per Clause Error! Reference source not found. 41.2.1(c) of the Call Off Terms
7.2	Termination without cause notice period As per Clause 41.7.1 of the Call Off Terms
7.3	Undisputed Sums Limit: As per Clause 42.1.1 of the Call Off Terms
7.4	Exit Management: As per Call Off Schedule 9 (Exit Management)

OTHER CALL OFF REQUIREMENTS

8.1	Security: Amended long form version set out in Schedule 7	
8.2	ICT Policy: The Customer's ICT Policy is comprised of the following documents: The current Department for Work and Pensions E-mail Policy, updated from time to time.  DWP Email Policy - Post PCF.zip The current Department for Work and Pensions Acceptable Use Policy (AUP), (Link provided below), updated from time to time.  DWP Acceptable Use Policy.zip	
8.3	Business Continuity & Disaster Recovery: Disaster Period: For the purpose of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be one calendar month Redacted	
8.4	Protection of Customer Data: As per Clause 34.2 of the Call Off Terms 1. Offshoring-Supply of services 1.1. Definitions	

“DWP Offshoring Policy” means the Customer’s policy and procedures in relation to hosting or accessing the Customer’s ICT System or official information outside of the UK including Landed Resources as advised to the Service Provider by the Customer from time to time.

“Landed Resources” means when the Service Provider or its sub-contractor causes foreign nationals to be brought to the United Kingdom, to provide the Services.

- 1.2. While not in any way limiting any other provision of this Contract, in delivering the Services the Service Provider and any of its sub-contractors shall comply with the DWP Offshoring Policy. The DWP Offshoring Policy shall apply to Landed Resources.

1.3. Protection of Information

In accordance with the DWP Offshoring Policy and while not in any way limiting any other provision of this Contract, the Service Provider and any of its sub-contractors, shall not offshore Customer Data (as described in the DWP Offshoring Policy) outside the United Kingdom without the prior written consent of the Customer, and where the Customer gives consent, the Service Provider shall comply with any reasonable instructions notified to it by the Customer in relation to the Customer’s Data in question.

- 1.3.1. Notwithstanding the provisions of Clause 1.3 above, the Customer gives its consent to the Service Provider’s sub-contractor Fieldglass to process, host or access Customer Data from the EU. The Customer further gives its consent for the Service Provider to process, host or access Customer Data as part of its administrative functions from its service centre the EU, subject to Clause 1.4 below.

- 1.4. Where the Customer has given its prior written consent to the Service Provider to process, host or access Customer Data from premises outside the United Kingdom (in accordance with 8.1.2.1 of the Contract):

- a) the Service Provider must notify the Customer (in so far as they are not prohibited by Law) where any Regulatory Bodies seek to gain or has gained access to such Customer Data; and
- b) the Service Provider shall take all necessary steps in order to prevent any access to, or disclosure of, any Customer Data to any Regulatory Bodies outside the United Kingdom unless required by Law without any applicable exception or exemption.”

2. The Customer authorises the Service Provider’s sub-contractor Hays Specialist Recruitment Ltd. (“Hays”) to process Personal Data outside the EU to Hays’ wholly owned subsidiary Hays Business Solutions Pty (India). Hays has entered into a Data Transfer Agreement based on EU Model Clauses with Hays Business Solutions Pty

	(India) and notwithstanding the obligations in Schedule 20, the Customer authorises Hays to process Customer Data and Personal Data of Workers to Hays Business Pty (India) for the purposes of Hays' payroll, invoicing and financial processes.
8.5	<p>Notices (Clause 55.6 of the Call Off Terms):</p> <p>Customer's postal address and email address:</p> <p>Redacted Chief Commercial Officer Caxton House Tothill Street London SW1H 9NA Redacted</p> <p>Service Provider's postal address and email address:</p> <p>Redacted Chief Commercial Officer 7-11 Bishopsgate London EC2N 3AQ Redacted</p>
8.6	<p>Economic and Social Values</p> <p>As per Call Off Schedule 19</p>
8.7	<p>Operational Obligations relating to IR35</p> <p>As per and in addition to Schedule 2, Annex 1 (Services) of the Call of Terms</p> <ol style="list-style-type: none"> 1.1 The Customer shall fully assess, document and communicate to the Service Provider the IR35 status of each Requisition in a timely manner 1.2 The Service Provider is required to ensure that for each Requisition submitted by the Customer, <ol style="list-style-type: none"> 1.2.1 the IR35 status of the Requisition received is communicated accordingly to prospective candidates; 1.2.2 candidates put forward for selection and acceptance by the Customer have been notified of the IR35 status of the Requisition; 1.2.3 the vendor management system includes the ability to electronically store the IR35 status assessment certificate for each Requisition and subsequent Requisition Form; 1.2.4 that when an Agency Provider is paying a Worker, the fee paying organisation of the Worker is notified of the Requisition's IR35 status; and

	1.2.5 that when a Worker is directly engaged by the Service Provider under a Requisition that is in scope of the IR35 regulations, the Service Provider will ensure correct deduction of tax and national insurance contributions from the payments made to that Worker.
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FORMATION OF CALL OFF CONTRACT

BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM (which may be done by electronic means) the Service Provider agrees to enter a Call Off Contract with the Customer 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.

In accordance with Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Service Provider within two (2) Working Days from such receipt.

For and on behalf of the Service Provider:

Name and Title	Redacted - Chief Commercial Officer
Signature	Redacted
Date	12 July 2018

For and on behalf of the Customer:

Name and Title	Redacted - Head of Professional Services Category Commercial Directorate
Signature	Redacted
Date	12 July 2018