

## APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables. It's issued under the Framework Contract with the reference number RM6288 for the provision of Workforce Solutions.

<b>1</b>	<b>Contracting Parties</b>	
<b>1.1</b>	CALL-OFF REFERENCE:	W166937 / C376682
<b>1.2</b>	THE BUYER	The Secretary Of State for Health and Social Care as part of the Crown Acting through the UK Health and Security Agency
<b>1.3</b>	SERVICE RECIPIENTS	N/A
<b>1.4</b>	BUYER ADDRESS	10 South Colonnade Canary Wharf London EC14 4PU
<b>1.5</b>	THE SUPPLIER:	Alexander Mann Solutions Ltd (AMS)
<b>1.6</b>	SUPPLIER ADDRESS:	60 London Wall, London EC2M 5TQ.
<b>1.7</b>	REGISTRATION NUMBER:	2073305
<b>1.8</b>	DUNS NUMBER:	29-870-1251

<b>2</b>	<b>Call-Off Incorporated Terms and Order of Precedence</b>
	<p>For the avoidance of doubt, this Call Off Contract will apply to:</p> <ul style="list-style-type: none"><li>• all requisitions or extensions for contingent labour placed on or after the Call-Off Contract Commencement Date;</li><li>• all RTD Request Forms received on or after the Call-Off Contract</li></ul>

	<p>Commencement Date;</p> <ul style="list-style-type: none"> <li>All new SOW Delivery Orders received on or after the Call-Off Contract Commencement Date (save where otherwise agreed in writing with the Buyer).</li> </ul> <p>The Call Off Contract between us dated 01/04/2022 (Old Call Off Contract) will apply to:</p> <ul style="list-style-type: none"> <li>all requisitions or extensions for contingent labour placed prior to the Call-Off Contract Commencement Date;</li> <li>all RTD Request Forms received prior to the Call-Off Contract Commencement Date;</li> <li>All new SOWs requests received prior to the Call-Off Contract Commencement Date (save where otherwise agreed in writing with the Buyer).</li> </ul>
2.1	<p>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:</p> <ol style="list-style-type: none"> <li>1. This Order Form including the Call-Off Special Terms as set out in Section 12.</li> <li>2. Joint Schedule 1(Definitions and Interpretation) RM6288 v1.3</li> <li>3. Framework Special Terms (Annex 1 of the Framework Award Form) v1.2</li> <li>4. The following Schedules in equal order of precedence:</li> </ol>

2.2	Joint Schedules for RM6288	Joint Schedule 2 (Variation Form) v.1.0
		Joint Schedule 3 (Insurance Requirements) -v1.0
		Joint Schedule 4 (Commercially Sensitive Information) v1.1
		Joint Schedule 6 (Key Subcontractors) -v1.0
		Joint Schedule 7 (Financial Difficulties) -v1.1
		Joint Schedule 8 (Guarantee) - Not Used– v1.0
		Joint Schedule 9 (Not Used) -v1.0
		Joint Schedule 10 (Rectification Plan) -v1.0
		Joint Schedule 11 (Processing Data) -v1.1

		Joint Schedule 12 (Supply Chain Visibility) -v1.1
2.3	Call-Off Schedules for RM6288	Call Off Schedule 1 (Transparency Reports) -v1.0
		Call Off Schedule 2 (Staff Transfer) -v1.0
		Call Off Schedule 3 (Continuous Improvement) -v1.0
		Call Off Schedule 5 (Pricing Details) - v1.2
		Call Off Schedule 6 (ICT Services) -v1.1
		Call Off Schedule 7 (Key Supplier Staff) -v1.1
		Call Off Schedule 8 (Business Continuity and Disaster Recovery) -v1.0
		Call Off Schedule 9 (Security) -v1.1
		Call Off Schedule 10 (Exit Management) -v1.0
		Call Off Schedule 11 (Not Used) -v1.0
		Call Off Schedule 12 (Not Used) -v1.0
		Call Off Schedule 13 (Implementation Plan and Testing) -v1.0
		Call Off Schedule 14 (Service Levels) -v1.3
		Call Off Schedule 15 (Call-Off Contract Management) -v1.0
		Call Off Schedule 16 (Benchmarking) -v1.0
		Call Off Schedule 18 (Background Checks) -v1.0
		Call Off Schedule 20 (Call-Off Specification) -v1.3
		Call Off Schedule 24 (Corporate Resolution Planning) -v1.0

2.4	Optional Call Off Schedules for RM6288		Applicable	Not Applicable
		Call-Off Schedule 4 (Call Off Tender) where the Buyer has requested additional services over and above the Services, 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.		✓
		Call Off Schedule 17 (MOD Terms)		✓
		Call Off Schedule 19 (Scottish Law)		✓
		Call off Schedule 21 (Northern Ireland Law)		✓
		Call off Schedule 22 (Lease Terms)		✓
		Call Off Schedule 23 (HMRC Terms)		✓
2.5	CCS Core Terms (version 1.0) -v1.0			
2.6	Joint Schedule 5 (Corporate Social Responsibility) -v1.0			
2.7	Call Off Schedule 25 (Supplier Furnished Terms) <b>NOT USED</b>			
All amendments or additions to any aspect of any Call-Off Schedule, must be set out in the Special Terms section of the Call Off Order Form.				
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.				

3	<b>Term</b>  The term of this Call Off Contract shall be from the Call Off Start Date until <ul style="list-style-type: none"> <li>the Call Off Expiry Date or;</li> <li>18 months after the expiry of the Framework Agreement; or</li> <li>where the Framework Agreement has been terminated earlier in accordance with the Framework Agreement, 18 months after the Framework Agreement has been deemed to terminate,</li> </ul> whichever is the earlier.	
3.1	Call-Off Start Date:	22 <sup>nd</sup> July 2025
3.2	Call-Off Contract Commencement Date	22 <sup>nd</sup> July 2025 subject to change by the written agreement of the parties
3.3	Call-Off Expiry Date*:	21 <sup>st</sup> July 2028
3.4	Call Off Initial Period	3 years
3.5	Call Off Optional Extension Period	Can be extended till 20 <sup>th</sup> July 2029
* Subject to earlier termination of the Framework Agreement		

4	<b>Service Lines and Call Off Deliverables</b>  The following Service Lines (as described in full in Call Off Schedule 20 (Specification)) are covered by this Order Form  <b>For the Call Off Deliverables, see details in Call-Off Schedule 20 (Call- Off Specification)</b>	
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	<b>Service Line</b>	<b>Included within Call Off Requirements</b>
4.1	Contingent Labour	✓
4.2	Statement of Works	✓
4.3	Recruit, Train, Deploy	✓
4.4	Resource Augmentation	✓
4.5	Permanent Recruitment	✓
4.6	Campaigns	✓
4.7	Overseas Workers	✓

<b>5</b>	<b>Implementation or Transition Plan</b>  Existing Customers under RM6749 may require a Transition Plan. New Customers may request an Implementation Plan  For the avoidance of doubt, where a Transition or Implementation Plan is required, the Buyer will be able to draw down the services referred to in the relevant plan, once any transition or implementation activities have been completed	
5.1	Transition Plan	If a transition plan is required by the Buyer, a tailored plan should be agreed by the Parties and attached to this paragraph, as Appendix 1: Transition Plan
5.2	Implementation Plan	If an Implementation Plan is required by the Buyer, a tailored plan should be agreed by the Parties and attached to this paragraph, as Appendix 1: Implementation Plan

<b>6</b>	<b>Call Off Charges</b> See details in Call-Off Schedule 5 (Pricing Details)	
6.1	NHS Employment Checks	Recoverable as stated in the Call Off Schedule 5 (Pricing Details) with the exception of the cost of NHS worker health assessments which the Supplier may only recover from the Buyer if set out in the Special Terms in section 12 of this Call-Off Order Form. Details of the NHS Employments Checks Standards are located here: <a href="https://www.nhsemployers.org/recruitment/employment-standards-and-regulation">https://www.nhsemployers.org/recruitment/employment-standards-and-regulation</a> .

6.2	Reimbursable Expenses	The Buyer shall be responsible for managing any expenses claimed by the Worker and the Supplier shall process any expenses once approved by the Buyer within the VMS
6.3	Initial Blended Rate	For the purposes of Paragraph 2.2 of Annex 1 of Call Off Schedule 5 (Pricing Details) the Initial Blended Rate for ENIC for Operational and Admin and Clerical Workers is: 12.61%
6.4	Payment Method	As per Annex 2 of Call Off Schedule 5 (Pricing Details).
6.5	Buyer's Invoice Address	UKHSA Accounts Payable Team UK Health Security Agency Manor Farm Road Porton Down Salisbury SP4 0JG

7	<b>Maximum Liability, Estimated Year 1 Contract Charges and Insurances</b> MAXIMUM LIABILITY The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.	
7.1	Estimated Year 1 Charges used to calculate liability in the first Contract Year	£82,380.26
7.2	Additional Insurances	Not applicable

8	<b>Authorised Representative and address for Notices</b>	
8.1	Buyer's Authorised Representative	<div> <div></div> <div></div> </div>
8.2	Supplier's Authorised Representative	<div> <div></div> <div></div> </div>

9	<b>Performance Review Meetings</b>	
9.1	Supplier Contract Manager (see also Special Term 12.3)	<div> <div></div> <div></div> </div> <p>In the event that the Supplier wishes to vary the Supplier account lead, this can be done by an exchange of emails from the Supplier and Buyer's Authorised representatives and will not require a formal contract variation</p>
9.2	Additional Performance Review Meetings	<p>Buyer will have full access to the Performance dashboard reporting suite in Fieldglass</p> <p>In the event that the parties wish to vary the frequency of any Additional Performance Review Meetings, this can be done by an exchange of emails from the Supplier and Buyer's Authorised representatives and will not require a formal contract variation</p>

10	<b>Key Sub Contractors</b> <p>Please note that Key Subcontractors are agreed at Framework Level by CCS. In the event of any changes to the Key Sub Contractors, CCS will inform all Buyers and a contract variation shall not be required.</p>
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	Name	Registered address	Registration number	Role the key subcontractor will play in the delivery
10.1	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] Agency PAYE Workers and Off Payroll Workers

11	<b>Guarantee</b> Not applicable
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12	<b>Special Terms</b> The following Special Terms are incorporated into this Call-Off Contract:
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12.1	Data Transfer and Processing and Consents:	<p><i>In reliance on the adequacy decisions made by the UK Government and the European Commission, the Parties agree the Supplier and its Subcontractors may transfer data within the EEA for the purposes of the provision of the Services and the Parties further agree that this Call Off Order Form constitutes prior written consent for such transfer and processing of personal data as required by Joint Schedule 11 (Processing Data), paragraph 6(d)</i></p> <p><i>Further, the Buyer acknowledges that the Supplier's Key Subcontractor, SAP (UK) Ltd operates as a global business that includes follow-the-sun support services. The Buyer accordingly consents to the transfer by SAP (UK) Ltd of data outside the UK/EEA. AMS confirms that SAP (UK) Ltd: i) relies on EU Standard Contractual Clauses and the UK Addendum; and ii) has conducted a UK GDPR compliant Transfer Risk Assessment in accordance with ICO Guidelines.</i></p>		
12.1A	Government Data processing	<p>For the purposes of paragraph 8.1 of Annex 1 of Call-Off Schedule 9 (Security) the Buyer authorises the Supplier's Key Subcontractor SAP (UK) Ltd to Process Government Data held within the VMS outside the UK and EU, as referenced at 12.1 above.</p>		
12.2	Details of Buyer Data Protection Officer	<p>The contact details of the Relevant Authority's Data Protection Officer is:</p> <p>[REDACTED]</p>		
12.3	Call Off Schedule 7 (Key Staff) The table in Annex 1 to Call Off Schedule 7 shall be replaced by	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]	[REDACTED]
	Optional Special Terms			

12.4	Data Transfer and Processing Consents: Optional Clause If Using Hays	
12.5	NHS Worker Health Assessments	NOT USED
12.6	Removal of Service Levels	Service Levels are set out in Call Off Schedule 14
12.7	Buyer specific obligations arising from its policies	None
12.8	Other Call Off Schedules if relevant for example (Tender, Staff Transfer, Transparency plans)	In relation to Call Off Schedule 2 (“Staff Transfer”), at the point of award, it is agreed there are no Transferring Buyer Employees and no Transferring Former Supplier Employees in relation to Parts A, B, C and D.
12.9	Service Recipients	<p>Where a Service Recipient receives Services under the Call Off Contract, the Buyer shall be responsible for the acts or omissions of the Service Recipient as if they were the acts or omissions of the Buyer under the Call Off Contract.</p> <p>For the avoidance of doubt, the Buyer authorises the Supplier to accept instructions from the Service Recipients as if it were a direct instruction from the Buyer.</p>


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12.10	Additional Specific Costs	None
12.11	MOD DEFCONs - MOD only	NOT USED





The Parties hereby acknowledge and agree that they have read the Call Off Order Form and all the Schedules referred to herein and by signing, agree to be bound by this Call Off Contract.



For and on behalf of the Supplier:

Signed by:  
  
FEAA2DBE656E4CE...


Full Name





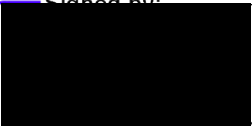




Role:








Date:

For and on behalf of the Buyer:


Signed by:  
  
...4...







Role:



Date:




## **Annex 1: Transition or Implementation Plan**

## RM6288 Order Form

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