

YPO1141

ORDER FORM COVER SHEET

This Order Form is labelled as and referred to in the Call-Off Terms and Conditions as Appendix 1. The Call-Off Terms and Conditions, which gives rise to this Order Form, was executed between the parties on 14/08/2024. This Order Form sets out the specific terms and conditions for an individual project / statement of work.

The layout of this Order Form has been designed to improve visibility and clarity of the contracting process, retaining key components of Appendix 1 of the Call-Off Terms and Conditions which have been listed below for reference.

ORDER FORM

(Appendix 1 of the Call-Off Terms and Conditions)

FRAMEWORK AGREEMENT (INSERT REF: 001141)

Customer Name: Government Property Agency

C+ Practice Name: Services Procurement

Project Title: Workplace Change Management

Order Form Number: 011

FROM

Customer Name	The Minister for the Cabinet Office on behalf of the Crown Represented by the Government Property Agency
Customer Address	Government Property Agency 23 Stephenson Street Floor 9 Birmingham B2 4BH
Invoice Address	Government Property Agency C/O BNP Paribas Real Estate 9 Colmore Row Birmingham B3 2BJ
Key Contact for Customer:	Name: REDACTED Job Title: Phone: REDACTED Email: REDACTED

TO

MSP Name	Reed Talent Solutions Limited (trading as Consultancy+)
MSP Address	Academy Court 94 Chancery Lane London WC2A 1DT Company Registration Number: 11875450
MSP Delivery Team (Names & Contact Details)	REF: Delivery Consultant Name: REDACTED E-Mail: REDACTED

1	TERM <i>Clause 2 (Initial Contract Period) of the Call-Off Terms and Conditions</i>	
1.1	Effective Date	The Commencement Date of this Order Form is 18/11/2024
1.2	Contract Date	The Contract Date of this Order Form is 06/11/2024
1.3	Expiry Date:	The Expiry Date of this Order Form is 17/11/2025
1.4	Retrospective Signing	<p>a. Subject to Clause 2.1 (Initial Contract Term) of the YPO Call Off Terms & Conditions, the Parties agree that the terms and conditions of this Customer Order Form shall take effect from the Commencement Date stated herein".</p> <p>b. Where the Consultant Professional/Consultancy Organisation commences the delivery of the Services to the Contracting Authority, prior to the execution of this Customer Order Form, the Parties agree that the MSP shall not be liable for any Material Default which may have occurred during this period and liability shall not be applied to the MSP, retrospectively.</p>
2	SERVICES <i>Clause 12 (Supply of the Services) of the Call-Off Terms and Conditions</i> <i>The MSP shall ensure that they meet or exceed the below Service Levels:</i>	

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2.1

Overview of Service to be provided:

The Government Property Agency (GPA) requires specialist support to implement key elements of its transformation programme, specifically within its Customer Experience (CE) and Workplace Change (WC) functions. The key objective is to transition GPA clients and customers into Government Hubs while ensuring optimal user adoption and a seamless customer experience.

Workplace Change Manager(s) (WC Manager): This team will support the Workplace Experience and Customer Experience functions to ensure business change readiness and successful transitions to new working environments.

REDACTED TEXT

2.2	<p>Deliverables and Milestones:</p> <p>1. Workplace Change Strategy: Support GPA clients in developing tailored strategies to ensure readiness for Government Hub transitions, including recommendations for pre-, during-, and post-move phases. GPA clients will be supported with clear change management strategies that ensure readiness for new ways of working.</p> <p>2. Behavioural Change Products: Develop tools that facilitate behavioural changes required for successful adaptation to shared workspaces within the Hub environment.</p> <p>3. Stakeholder Management: Engage with a broad range of complex stakeholders, ensuring a unified understanding of workspace-sharing strategies and supporting GPA clients through change.</p> <p>4. Change Management Planning: Establish and maintain change management plans, ensuring that all workplace transition activities are effectively coordinated.</p> <p>5. Upskilling and Knowledge Transfer: Ensure that GPA clients are supported through tailored workplace change products and processes that drive behavioural change and space utilisation, with a consistent reserve of expertise available.</p> <p>6. Handover and Knowledge Transfer: At the end of the engagement, provide a comprehensive handover to GPA’s CE and WC leads to ensure continuity in project execution.</p> <p>7. Seamless Transition to Government Hubs: Customers and GPA clients will be well-prepared and equipped to adopt new working environments.</p> <p>8. Scalable Support: Consultancy+ will provide a consistent reserve of expertise, capable of adapting to fluctuations in the programme’s demand, ensuring continuity and flexibility.</p>																				
2.3	<p>Approval process for payment:</p> <p>Consultancy+ will invoice on a 4-4-5 basis (schedule for remaining 2024 invoices detailed below, with 2025 invoice schedule to be shared by end of year).</p> <table><tr><th>INVOICE START DATE</th><th>INVOICE END DATE</th><th>WK END DATES INCLUDED ON INVOICE</th><th>NO. OF WEEKS</th><th>INVOICE SENT</th></tr><tr><td>07-Oct-24</td><td>01-Nov-24</td><td>04/10, 11/10, 18/10, 25/10</td><td>4</td><td>04-Nov-24</td></tr><tr><td>04-Nov-24</td><td>29-Nov-24</td><td>01/11, 08/11, 15/11, 22/11</td><td>4</td><td>02-Dec-24</td></tr><tr><td>02-Dec-24</td><td>03-Jan-25</td><td>29/11, 06/12, 13/12, 20/12, 27/12</td><td>5</td><td>06-Jan-25</td></tr></table> <p>GPA shall receive a weekly burn report detailing days worked by each consultant. If the customer disagrees with the detail they must flag to Consultancy+. Where no response is received, this will be taken as approval, and days submitted as part of the 4-4-5 invoice.</p> <p>Final invoices are to be sent to the REDACTED in line with Customer instructions.</p>	INVOICE START DATE	INVOICE END DATE	WK END DATES INCLUDED ON INVOICE	NO. OF WEEKS	INVOICE SENT	07-Oct-24	01-Nov-24	04/10, 11/10, 18/10, 25/10	4	04-Nov-24	04-Nov-24	29-Nov-24	01/11, 08/11, 15/11, 22/11	4	02-Dec-24	02-Dec-24	03-Jan-25	29/11, 06/12, 13/12, 20/12, 27/12	5	06-Jan-25
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2.4	<p>Escalation process for issues:</p> <p>1st escalation - REDACTED</p> <p>2nd escalation –REDACTED</p>																				
2.5	<p>Roles and responsibilities of the Customer including contact details:</p> <p>Government Property Agency will supply the following resource to enable the completion of the project - Laptop</p>																				

2.6	Roles and responsibilities of the Consulting Organisation/ Consultant Professional: Consultancy+ will work towards the deliverables and milestones described in Section 2.2. This project is delivered on a Time & Materials basis with Risk & Ownership of the project remaining with the Customer.
2.7	Project/implementation plan: n/a
2 . 8	Base Location (if applicable): The services will be delivered to the Government Property Agency using a predominantly hybrid working team. There may be a requirement to meet face to face on an occasional basis to be agreed between buyer and supplier. Remote – Occasional Travel To GPA Site/s
2 . 9	Name of the Consultant Professional/Consultant Organisation (if available): Consultancy+ Tech & Change

3	<p align="center">SECURITY AND VETTING</p> <p align="center"><i>Clause 13.2.7 of the Call-Off Terms and Conditions</i></p> <p align="center"><i>Where the Customer has any specific or additional vetting requirements, the Customer shall inform the MSP in writing below:</i></p>
3.1	REDACTED

4.	<p align="center">AMENDMENTS TO CALL-OFF TERMS AND CONDITIONS</p> <p align="center"><i>APPENDIX 3 of the Call-Off Terms and Conditions</i></p> <p align="center"><i>Clause 7.4 (Order of Precedence) of the Call Off Terms and Conditions,</i></p> <p align="center"><i>The Parties hereby agree to the following amendments of the Call-Off Terms and Conditions:</i></p>		
4.1	<p align="center">INTERPRETATION</p> <p align="center">Clause 1 is amended to include the insertion of the definition of approval for payment notice for Zivio payment as set out below.</p>		
	<table> <tr> <td>13.3.6</td><td>“Where the Customer and or the MSP breaches this non-solicitation clause, the non-breaching party shall be entitled to charge the breaching party a transfer fee of ten thousand (£10, 000.00) pounds.”</td></tr> </table>	13.3.6	“Where the Customer and or the MSP breaches this non-solicitation clause, the non-breaching party shall be entitled to charge the breaching party a transfer fee of ten thousand (£10, 000.00) pounds.”
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4.2	<p align="center">Manner of Providing the Services</p> <p align="center"><i>Clause 14 has been amended to include the insertion of Clause 14.5 and Clause 14.6 as set out below:</i></p>		
	<table> <tr> <td>14.5</td><td>“Notwithstanding any other provision of the Contract, the Customer shall be responsible for its operation and use of the Deliverables and for determining whether to use or refrain from using any recommendation that may be made by, or on behalf of the MSP. The Customer will be solely responsible for determining whether any Services provided by the MSP, the Consultancy Organisation and/or the Consultant/Professional (i) meet the Customer’s requirements; (ii) comply</td></tr> </table>	14.5	“Notwithstanding any other provision of the Contract, the Customer shall be responsible for its operation and use of the Deliverables and for determining whether to use or refrain from using any recommendation that may be made by, or on behalf of the MSP. The Customer will be solely responsible for determining whether any Services provided by the MSP, the Consultancy Organisation and/or the Consultant/Professional (i) meet the Customer’s requirements; (ii) comply
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		with all laws and regulations applicable to the Customer and (iii) comply with the Customer's applicable internal guidelines and any other agreements it has with third parties. Neither the MSP, the Consultancy Organisation or the Consultant/Professional will provide the Customer with any legal, regulatory, compliance or financial advice. The Parties acknowledge that the foregoing modification is required by the MSP's insurance provider and agree that it does not change the economic balance of the Contract in favour of the MSP in a manner which was not provided for in the Framework."
	14.6	Consultancy+ as an Intermediary 1 organisation, is not licensed to provide Professional Advice to its Customer and where a Consultant/Professional or a Consultancy Organisation offers an opinion or comments on the Customer's legal, construction, financial or compliance matters ("Professional Advice") in the course of performing the Services as instructed in the Order Form, the Customer accepts that such comments or opinions are not the opinions of the MSP even if such comments have later been brought to the attention of the MSP, the MSP shall not be responsible for any loss or damage the Customer suffers as a result and here advises the Customer to consult its professional advisors before progressing with any advice received. ."
4.3	<p style="text-align: center;">Data Protection</p> <p style="text-align: center;"><i>Clause 27 has been amended as follows:</i></p>	
	27.9	<p>Clause 27.9 shall be deleted in its entirety and replaced with a new Clause 27.9 with the following wording:</p> <p>"The Processor shall, subject to Clause 27.11 remain fully liable for all acts and/or omissions of any of its Sub-Processors".</p>
	27.11	<p>Clause 27 has been amended to include the insertion of Clause 27.11 as set out below:</p> <p>The Controller hereby caps the liability of the Processor for a breach of Personal Data, in accordance with clause 27.9 at ten million (£10,000,000) pounds in aggregate for all breaches arising out of the delivery of the Service.</p>
4.4	<p style="text-align: center;">Intellectual Property</p> <p style="text-align: center;"><i>Clause 32 has been amended as follows:</i></p>	
	32.3	<p>Clause 32.3 has been amended to include the following wording after the original provision.</p> <p>The Customer and the Consultant/ Professional or the Consultancy Organisation's shall prior to the Commencement date of the Project agree and record the details of any Pre-Existing IPR of the Consultant/ Professional or the Consultancy Organisation or Third-Party IPR that will be embedded in the Project IPR in writing and such agreement shall be attached as an addendum to this Order Form.</p>
4.5	<p style="text-align: center;">Liability, Indemnity, and Insurance</p> <p style="text-align: center;"><i>Clause 41 notes</i></p>	
	41.3.1	Any amendment to the aggregate liability for either Party in Clause 41.3.1 shall be amended by inserting the amended value in this subclause 4.5.1.
	41.3.2	Any amendment to the annual aggregate liability for either Party in Clause 41.3.2 shall be amended by inserting the value in this subclause 4.5.

	41.8.1	Any amendment to the public liability insurance cover for either Party in Clause 41.8.1 shall be amended by inserting the values in this subclause 4.5.
	41.8.2	Any amendment to the employer's liability insurance cover for either Party in Clause 41.8.2 shall be amended by inserting the values in this subclause 4.5.
	41.14	<p>Clause 41 has been amended to include the insertion of Clause 41.14 as set out below:</p> <p>"Where the Consultant Professional/Consultancy Organisation commences the delivery of the Services to the Customer with the Customer's knowledge and/or approval, prior to the execution of this Customer Order Form, the MSP shall not be liable for any acts or omission of the Consultant Professional/Consultancy Organisation which leads to a Material Default (including any infringement or threatened infringement of a third party's intellectual property rights or a breach of the Data Protection Legislations) which may have occurred and in no event shall liability be applied to the MSP, retrospectively."</p>
4.6	<p style="text-align: center;">Dispute Resolution</p> <p style="text-align: center;"><i>Clause 55.5.1 has been amended as follows:</i></p>	
	55.5.1	<p>Clause 55.5.1 shall be deleted in its entirety and replaced with a new Clause 55.5.1 with the following wording:</p> <p>"A neutral adviser or mediator (the "Mediator") shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within ten (10) Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall then within ten (10) Working Days from the date of the proposal to appoint a Mediator or within ten (10) Working Days of notice to either Party that it is unable or unwilling to act, apply to a suitable regulatory body to appoint a Mediator."</p>

5.	<p style="text-align: center;">MILESTONE PROVISIONS</p> <p style="text-align: center;"><i>Clause 18 Project/Statement of Work Price of the Call-Off Terms and Conditions</i></p> <p style="text-align: center;"><i>Clause 19 Payment of the Call-Off Terms and Conditions</i></p> <p style="text-align: center;"><i>Appendix 2 of the Call-Off Terms and Conditions</i></p>	
5.1	Project/Statement of Work Price	
	5.1.1	<p>Total Payable by contracting Authority is based on Named Supplier Fee Structure:</p> <p>Workplace Change Managers will be charged at a daily rate of REDACTED (Time and Materials). This is delivered by a Resource Augmentation engagement.</p> <p>The accumulative spend against these resources will be subject to the YPO Framework call off fees below.</p>

		<p>REDACTED</p> <p>The maximum amount payable under this agreement is £500,000 inc VAT – subject to the Supplier and Customer holding checkpoint reviews at 50% and 75% of budget.</p>
	5.1.2	Any other pre-approved demonstrable additional costs or expenses the MSP may incur to enable it to provide the Services.
5.3	Invoicing Arrangements	
	5.3.1	The Customer shall within 7 days of the receipt of an Approval for Payment Notice from the MSP, review and approve the request for payment.
	5.3.2	The Customer shall approve submitted timesheets within two (2) days after the end of the week the time sheet refers to.
	5.3.3	Subject to Clause 13.2.16 of the Call Off Terms and Conditions, where the Customer delays approving payment requests, the MSP reserves the right to charge late payment fees based on the current Bank of England base lending rate.
	5.3.4	Following the approval for payment, the MSP will issue an invoice to the Customer for payment, which may also include the MSP fee.
	5.3.5	The Customer agrees to process for payment the invoice within the stipulated payment terms on the invoice.
	5.3.6	Where there is a dispute concerning the correct fees, the contracting Authority shall ensure they inform the MSP within two (2) days of the receipt of the Payment Notice and the Contracting Authority is here reminded that it is its responsibility to ensure that the correct amount of the fees are approved, as once approval is given, the MSP will not be liable for any mistakes in the amount or any delay to pay the Supplier and the foregoing shall in no event constitute a Material Default or trigger a breach of contract by the MSP.
5.4	Purchase Order Reference	TBC

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6.	CONFIDENTIAL INFORMATION <i>Clause 29 of the Call-Off Terms and Conditions</i>
6.1	Information that shall be deemed Commercially Sensitive Information or Confidential Information is as set out in the table below.
6.2	The Parties agree that the duration that the information shall be deemed Commercially Sensitive Information or Confidential Information is as set out in the table below.
6.3.1	To be included in the Order Form (if Applicable)

7.	DETAILS OF PERMITTED PROCESSING <i>Clause 27 of the Call-Off Terms and Conditions</i> <i>Appendix 5 of the Call-Off Terms and Conditions</i>	
In accordance with Clause 27 of the Call-Off Terms and Conditions the Customer in its role as the Data Controller sets out the following data processing requirements:		
7.1	Subject matter of the processing	REDACTED
7.2	Duration of processing	18/11/2024-17/11/2025
7.3	Nature and purpose of the Processing	REDACTED
7.4	Categories of Data Subject	REDACTED
7.5	Type of Personal Data	REDACTED
7.6	Plan for return or destruction of Personal Data	REDACTED

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BY SIGNING AND RETURNING THIS ORDER FORM THE MSP AGREES to enter a legally binding contract with the Customer to provide to the Customer the Services specified in this Order Form; incorporating the rights and obligations in the Call-Off Terms and Conditions.

For and on behalf of the Customer:

Name	REDACTED
Job Title	Head of Commercial
Signature	REDACTED
Date	26 November 2024

For and on behalf of the MSP:

Name	REDACTED
Job Title	Head of Delivery
Signature	REDACTED
Date	26 November 2024

ADDENDUM 1 OF THIS ORDER FORM

VARIATION FORM

(Appendix 4 of Call-Off Terms and Conditions)

CALL-OFF TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES

Customer Name [INSERT]	
C+ Practice Name [INSERT]	
Project Title [INSERT]	
Order Form Number: [INSERT]	

BETWEEN

[REDACTED] ("the Customer")

and

Reed Talent Solutions Limited (trading as **Consultancy+**) incorporated and registered in England and Wales with company number 11875450 whose registered office is at Academy Court, 94 Chancery Lane, London, WC2A 1DT (**REED**) ("the MSP")

1.	Further to the signed Call-Off Terms and Conditions executed on [INSERT] and the Order Form executed on: [INSERT] the parties agree the following variation(s):
PLEASE NOTE THAT THE VARIATIONS BELOW ARE JUST FOR EXAMPLE AND YOU WILL BE REQUIRED TO DELETE THE SECTIONS WHICH ARE NOT APPLICABLE.	
1.1	<p>Example 1: TERMINATION</p> <p>Mr Joe Bloggs of [COMPANY NAME] (the Supplier) will no longer be delivering (or supporting the delivery) of the Services to the Customer from [DATE].</p> <ol style="list-style-type: none"> Termination Effective From: Notice Period: End Date: Any Payments Due
1.2	<p>Example 2: EXTENSION</p> <p>The Customer has agreed to extend Mr Joe Bloggs' (the Consultant Professional/Consultant Company) Term by three (3) months and the new end date will be 31/04/[XXXX] (Expiry Date)</p>
1.3	<p>Example 3: FEES</p> <p>The Customer has agreed to increase the fees for the delivery of the Services from [£XXXX] to [£XXXX], effective from [XX/XX/20XX]</p>

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1.4	<p>Example 4: CHANGE IN MILESTONES</p> <p><i>The Customer has agreed a change in Milestones as set out below:</i></p>

2.	Words and expressions in this Variation Form shall have the meanings given to them in the Call-Off Terms and Conditions.
3.	All other terms not expressly amended or modified by this Variation Form shall remain unaffected and shall continue in full force and effect and should a conflict arise between the terms of this Variation Form and the Call-Off Terms and Conditions, the terms of this Variation Form shall take precedence.
4.	This Variation Form has been entered into on the date stated at the beginning of it, which is the date of the last signature of the parties who are duly authorised to bind their respective legal entities to the terms of this Variation Form.

Authorised to sign for and on behalf of the Customer:	
Signature	
Date	
Name in capitals	
Position / Title	
Authorised to sign for and on behalf of the MSP:	
Signature	
Date	
Name in capitals	
Position / Title	