**Crown Commercial Service**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Call Off Order Form CCMA22A01 –**Provision of Executive Search Recruitment

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**FRAMEWORK SCHEDULE 4**

**CALL OFF ORDER FORM AND CALL OFF TERMS**

**PART 1 –CALL OFF ORDER FORM**

**SECTION A**

This Call Off Order Form is issued in accordance with the provisions of the Framework AgreementRM6002 for the provision of Permanent Recruitment Solutions dated 5th May 2022

The Supplier 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 the Call Off Terms.

|  |  |
| --- | --- |
| Order Number | **CCMA22A01** |
| From | **REDACTED TEXT under FOIA Section 40, Personal Information.** |
| **To** | **REDACTED TEXT under FOIA Section 40, Personal Information.** |

**SECTION B**

1. **call off contract period**

|  |  |
| --- | --- |
|  | **Commencement Date**: 10th May 2022 |
|  | **Expiry Date**: 9th May 2024 |

1. **Services**

|  |  |
| --- | --- |
| **2.1.** | **Services required**:  In Call Off Schedule 2 ( Services) |

1. **Implementation Plan**

|  |  |
| --- | --- |
| **3.1.** | **Implementation Plan**: N/A |

1. **contract performance**

|  |  |
| --- | --- |
| **4.1.** | **Standards**:  Standards:   1. The Supplier shall at all times during the Call Off Contract Period comply with the Standards and maintain, where applicable, accreditation with the relevant Standards' authorisation body. 2. Throughout the Call Off Contract Period, the Parties shall notify each other of any new or emergent standards which could affect the Supplier’s provision, or the receipt by the Customer, of the Services. The adoption of any such new or emergent standard, or changes to existing Standards (including any specified in the Call Off Order Form), shall be agreed in accordance with the Variation Procedure. 3. Where a new or emergent standard is to be developed or introduced by the Customer, the Supplier shall be responsible for ensuring that the potential impact on the Supplier’s provision, or the Customer’s receipt of the Services is explained to the Customer (within a reasonable timeframe), prior to the implementation of the new or emergent Standard. 4. Where Standards referenced conflict with each other or with best professional or industry practice adopted after the Call Off Commencement Date, then the later Standard or best practice shall be adopted by the Supplier. Any such alteration to any Standard or Standards shall require Approval (and the written consent of the Customer where the relevant Standard or Standards is/are included in Framework Schedule 2 (Services and Key Performance Indicators) and shall be implemented within an agreed timescale. 5. Where a standard, policy or document is referred to by reference to a hyperlink, then if the hyperlink is changed or no longer provides access to the relevant standard, policy or document, the Supplier shall notify the Customer and the Parties shall agree the impact of such change. |
| **4.2** | **Service Levels**:  Refer to Section 15of Schedule 2 services |
| **4.3** | **Critical Service Level Failure**: N/A |
| **4.4** | **Performance Monitoring:**  In Part B of Call Off Schedule 6 (Service Levels and Performance Monitoring) |
| **4.5** | **Period for providing Rectification Plan:**  In Clause 38.2.1(a) of the Call Off Terms |

1. **personnel**

|  |  |
| --- | --- |
| **5.1** | **Key Personnel** |
| **5.2** | **Relevant Convictions** (Clause 27.2 of the Call Off Terms):  N/A |

1. **PAYMENT**

|  |  |
| --- | --- |
| **6.1** | **Call Off Contract Charges** (including any applicable discount(s), but excluding VAT):  In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) |
| **6.2** | **Payment terms/profile**  In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) – invoicing monthly in arrears. |
| **6.3** | **Reimbursable Expenses**: N/A as Supplier was asked to provide pricing that included all expenses but excluding VAT. |
| **6.4** | **Customer billing address** (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  REDACTED TEXT under FOIA Section 40, Personal Information. |
| **6.5** | **Call Off Contract Charges fixed for**  Prices are held FIRM for the duration of the contract plus any extension to it. |
| **6.6** | **Supplier periodic assessment of Call Off Contract Charges**    N/A |
| **6.7** | **Supplier request for increase in the Call Off Contract Charges**  N/A |

1. **LIABILITY and insurance**

|  |  |
| --- | --- |
| **7.1** | **Estimated Year 1 Call Off Contract Charges**:  REDACTED TEXT under FOIA Section 43 Commercial Interests |
| **7.2** | **Supplier’s limitation of Liability** (Clause 36.2.1 of the Call Off Terms);  In Clause 36.2.1 of the Call Off Terms. |
| **7.3** | **Insurance** (Clause 37.3 of the Call Off Terms):  The Supplier’s standard business insurance shall apply. |

1. **TERMINATION and exit**

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| --- | --- |
| **8.1** | **Termination on material Default** (Clause 41.2.1(c) of the Call Off Terms)): Clause 41.2.1(c) applies |
| **8.2** | **Termination without cause notice period** (Clause 41.7.1**.** of the Call Off Terms):  Clause 41.7.1**.** applies |
| **8.3** | **Undisputed Sums Limit**:  In Clause 42.1.1 of the Call Off Terms. |
| **8.4** | **Exit Management:**  In Call Off Schedule 9 (Exit Management). |

1. **OTHER CALL OFF REQUIREMENTS**

|  |  |
| --- | --- |
| **9.1** | **Recitals** (in preamble to the Call Off Terms):  Recitals B to E |
| **9.2** | **Call Off Guarantee (Clause 4 of the Call Off Terms):**  N/A |
| **9.3** | **Security**:  See Call Off Schedule 7 (Security); and the  definition of “Security Policy” in Call Off  Schedule 1 (Definitions).  [Select short form security requirements] |
| **9.4** | **ICT Policy:**  N/A |
| **9.5** | **Testing**:  N/A |
| **9.6** | **Business Continuity & Disaster Recovery**: TBC at contract award  In Call Off Schedule 8 (Business Continuity and Disaster Recovery)  **Disaster Period**:  For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be the duration of the contract term, including any extension. |
| **9.7** | **Failure of Supplier Equipment (Clause 32.8 of the call off Terms:**  N/A |
| **9.8** | **Protection of Customer Data** (Clause 34.2.3 of the Call Off Terms):  (Clause 35.2.3 of the Call Off Terms):  In Clause 34.2.3 of the Call Off Terms. |
| **9.9** | **Notices** (Clause 55.6 of the Call Off Terms):  Customer’s postal address and email address: **REDACTED TEXT under FOIA Section 40, Personal Information.**  Supplier’s postal address and email address:  **[ ]** TBC at contract award |
| **9.10** | **Transparency Reports**  In Call Off Schedule 13 (Transparency Reports) TBC at contract award |
| **9.11** | **Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14):**  N/A |
| **9.12** | **Call Off Tender**:  In Schedule 15 (Call Off Tender) |

**FORMATION OF CALL OFF CONTRACT**

**BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Services in accordance with the terms 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 paragraph 7 of 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 Supplier within two (2) Working Days from such receipt.**

|  |  |
| --- | --- |
| **For and on behalf of the Supplier:** | |
| Name and Title | TBC at contract award |
| Signature |  |
| Date |  |
| **For and on behalf of the Customer:** | |
| Name and Title | TBC at contract award |
| Signature |  |
| Date |  |