

**FRAMEWORK SCHEDULE A NEUTRAL VENDOR SERVICE PROVISION
ORDER FORM AND CALL-OFF TERMS FOR FRAMEWORK CONTRACT**

Part 1 - Order Form for Framework Contract

This Order Form is issued subject to the provisions of the framework agreement RM960/L1 entered into between the Authority and the Service Provider on 30/09/2013 ("**Framework Agreement**"). The Service Provider agrees to supply the Services specified below on and subject to the terms of this Contract and for the avoidance of doubt the Contract consists of the terms set out in this Order Form and the Call-Off Terms, together with the Schedules thereto.

Date	30/09/2013	Order Number	1 To be quoted on all correspondence relating to this Order
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FROM

Customer	The Ministry of Justice - Customer
Customer's Address	102 Petty France, London, SW1H 9AJ.
Invoice Address	Aramis: Caerleon House, Po Box 697, Caerleon House, Cleppa Park, Newport, NP10 8ZF. Phoenix: Shared Service Centre, 746, Newport, Gwent, NP20 9BB.
Contact Ref:	[REDACTED] [REDACTED] [REDACTED] [REDACTED]

TO

Service Provider	Capita Business Services Ltd - Service Provider
Service Provider's Address	[REDACTED]
Account Manager	[REDACTED] [REDACTED] [REDACTED] [REDACTED]

1. TERM

(1.1) Commencement Date

The Commencement Date shall be 30/09/2013.

(1.2) Expiry Date

The Expiry Date shall be 29/09/2016.

2. SERVICES REQUIREMENTS

(2.1) Services required

The Services to be provided to the Customer by the Service Provider are as detailed at Schedule 1 hereto.

(2.2) Lots under which the above Services are being supplied:

Neutral Vendor Service Provider Lot 1.

(2.3) Standards

The Service Provider shall comply with the provisions of Schedule 10 hereto.

(2.4) Security Requirements

The Service Provider shall comply with the provisions of Schedule 4 hereto.

(2.5) Disaster Recovery and Business Continuity

The Service Provider shall comply with the provisions of Schedule 7 hereto.

(2.6) Disaster

Disaster means the occurrence of one or more events which, either separately or cumulatively, mean that the Services or a material part thereof will be unavailable for a period of more than three working days or which is reasonably anticipated will mean that the Services or a material part thereof will be unavailable for that period.

(2.7) Staff Vetting Procedures

The Service Provider shall comply with the provisions of Clause 18 hereto.

3. PERSONNEL

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

(3.2) TUPE: Transfer of Employees

The Employment Regulations wording set out in Clause 15 which will apply to this Contract is the wording set out in Part A.

(3.3) Sub-Contractors to be involved in the provision of the Services and Deliverables

Fieldglass Europe Limited.

4. PERFORMANCE OF THE SERVICES [AND DELIVERABLES]

(4.1) Implementation Plan and Milestones (including dates for completion)

Please refer to Appendix – MoJ Implementation Plan.

1. If so required by the Customer, the Service Provider shall produce a further version of the Implementation Plan (based on the above plan) in such further detail as the Customer may reasonably require. The Service Provider shall ensure that each version of the Implementation Plan is subject to Approval. The Service Provider shall ensure that the Implementation Plan is maintained and updated on a regular basis as may be necessary to reflect the then current state of the implementation of the Services.
2. The Customer shall have the right to require the Service Provider to include any reasonable changes or provisions in each version of the Implementation Plan.
3. The Service Provider shall perform its obligations so as to achieve each Milestone by the Milestone Date.

Changes to the Milestones shall only be made in accordance with the Variation Procedure and provided that the Service Provider shall not attempt to postpone any of the Milestones using the Variation Procedure or otherwise (except in the event of a Customer's Default which affects the Service Provider's ability to achieve a Milestone by the relevant Milestone Date).

(4.2) Testing

Set out in Schedule 6 hereto.

(4.3) Service Levels

Set out in Schedule 8 hereto.

(4.4) Critical Service Failure

Set out in Schedule 8 hereto.

(4.5) Performance Monitoring

Performance Monitoring arrangements are set out in set out in the Appendix to Part B of Schedule 8 hereto.

(4.6) Continuous Improvement, Value for Money and Benchmarking

- 4.6.1 Further to Schedule 7 of the Framework Agreement, the Service Provider shall regularly benchmark the Contract Charges and performance of the Services, against other service providers providing services substantially the same as the Services during the Contract Period in order to compare the Contract Charges and level of performance of the Services with charges and services offered by third parties so as to provide the Customer with information for comparison purposes.
- 4.6.2 The Customer shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking evaluation referred to in paragraph 4.6.1 above.
- 4.6.3 The Customer shall be entitled to disclose the results of any benchmarking of the Contract Charges and provision of the Services to the Authority and other Contracting Bodies.
- 4.6.4 The Service Provider shall use all reasonable endeavours and act in good faith to supply information required by the Customer in order to undertake the benchmarking referred to in this paragraph 4.6, such information requirements to be at the discretion of the Customer.

5. CUSTOMER RESPONSIBILITIES

(5.1) Customer's Responsibilities

- Promote and encourage the use of Contingent Labour One Lot 1 as the single source for all Interim and Specialist Contractor requirements.
- Provide qualitative information on job requirements to enable effective sourcing.
- Keep the Service Provider informed of any organisational changes likely to have a material impact on the contract.
- Actively participate in any Service Provider initiatives to ensure the overall success of CL1.
- Ensure that the key Service Provider personnel are assigned a relevant point of contact within the Customer to ensure both effective day to day and strategic contract management.
- Adhere to agreed SLAs on providing feedback to CVs and interviews, producing Purchase Orders and payment of invoices.
- Ensure that interims are provided with the appropriate level of induction with regards to the relevant site, issuing of IT equipment as applicable, and any site specific health and safety requirements.

6. CHARGES AND PAYMENT

(6.1) Contract Charges

The Contract Charges are detailed in Schedule 2 hereto.

(6.2) Invoicing and Payment

The requirements for payment and invoicing are set out in Schedule 2 Option 2 hereto, 10 day payment terms.

7. LIABILITY

8. INSURANCE

(8.1) Minimum Insurance Period

Six (6) Years following the expiration or earlier termination of the Contract.

(8.2) To comply with its obligations under Clause 23.3 and as a minimum, where requested by the Customer in writing the Service Provider shall ensure that:

- professional indemnity insurance** is held by the Service Provider and by any Supplier, agent, Sub-Contractor or consultant involved in the supply of the Services with a minimum limit of indemnity of one million pounds sterling (£1,000,000) for each individual claim or such higher limit as the Customer may reasonably require (and as required by Law) from time to time;
- public liability insurance** adequate to cover all risks in the performance of this Contract from time to time with a minimum limit of one million pounds

sterling (£1,000,000) for each individual claim or such higher limit as the Customer may reasonably require (and as required by Law) from time to time; and

- (iii) **employers' liability insurance** with a minimum limit of five million pounds sterling (£5,000,000) or such higher minimum limit as required by Law from time to time.

9. TERMINATION

(9.1) Undisputed Sums Time Period

The Undisputed Sums Time Period shall be 90 Working Days

The termination notice period shall be at least ninety (90) Working Days of the date of the written notice specified in Clause 24.4.3.

(9.2) Termination Without Cause

At least three (3) Months in accordance with Clause 24.5.

10. CONFIDENTIAL INFORMATION

The following information shall be deemed Commercially Sensitive Information or Confidential Information:

Item(s)	Duration of Confidentiality
Information relating to the Service Provider's clients, named individuals within Capita and named sub-contractors and/or suppliers. This information is provided in confidence to enable the Authority to decide whether to award the contract to the Service Provider. In the Service Provider's opinion this information is exempt information under S41 and S40 (2) of the FOI Act.	The Service Provider believes this information should be exempt for the life of the contract.
A detailed breakdown of the Service Provider's model, technology, fees, production charges, Financial Model (including any text, figures and diagrams) and response provided at the tender that are part of the Call Off Agreement that outline the Service Provider's methodologies and	The Service Provider believes this information should be exempt for the life of the contract.

processes. The Service Provider believes that this information is commercially sensitive and exempt from disclosure under S43 FOIA as disclosure of such pricing information, methodologies, processes and procedures would prejudice the Service Provider's commercial interests.

11. ADDITIONAL AND/OR ALTERNATIVE CLAUSES

(11.1) Supplemental requirements in addition to the Call-Off Terms

NA

(11.2) Variations to the Call-Off Terms

Amend the following:

Clause 5.3.12

The Temporary Worker day rate shall be based on a standard 8 hour working day exclusive of breaks. Where the Customer requests that additional hours be worked, the Service Provider shall use reasonable endeavours to procure that the Temporary Worker complies with such request. Unless agreed by the Parties, there shall be no cost for any additional hours worked by the Temporary Worker.

Paragraph 2.8.2 of Schedule 1

Where the Customer notifies the Service Provider of the unsatisfactory performance of the Temporary Worker the Service Provider shall immediately, unless otherwise agreed with the Customer, remove the Temporary Worker and use reasonable endeavours to replace with a more suitable candidate within 10 working days using the process as contained in paragraph 2.2 and subject to the Temporary Worker passing the agreed security checks as outlined in paragraph 2.9.1 of Schedule 1, Additional Ad hoc Services. The replacement and all associated costs shall be at the Service Provider's own cost.

Paragraph 2.9.1 of Schedule 1 – Additional Ad hoc Services

The Service Provider shall provide the Customer with timely and accurate information to enable the Customer to respond to and comply with changes in legislation, requests for information including but not limited to Parliamentary Questions, requests made under the Freedom of Information Act and the Review of Tax Arrangements of Senior Public Sector Appointees.

(11.3) Alternative and/or Additional Clauses (as set out in Schedule 11)

NA

12 Conformed Copy

The Customer does not require a conformed copy of this Contract to be produced by the Service Provider.

13. FORMATION OF CONTRACT

(13.1) The Customer shall send this Order Form to the Service Provider requesting signature in accordance with schedule 5 of the Framework Agreement.

(13.2) The Service Provider shall indicate its willingness to enter into a Contract by returning a signed copy of the Order Form to the Customer in accordance with schedule 5 of the Framework Agreement.

(13.3) The Contract shall be formed when the Service Provider receives the Order Form counter-signed by the Customer.

BY SIGNING AND RETURNING THIS ORDER FORM THE SERVICE PROVIDER AGREES to enter a legally binding contract with the Customer to provide the Services. The Parties hereby acknowledge and agree that they have read the Call-off Terms and the Order Form and by signing below agree to be bound by the terms of this Contract.

For and on behalf of the Service Provider:

Signature	
Name and Title	██
Date	10 October 2013

For and on behalf of the Customer:

Signature	
Name and Title	
Date	