**DEFFORM 8**

# (Edn 03/25) [OFFICIAL]



#  XXX

 Commercial Officer

 Kentigern House

 65 Brown Street

Glasgow

G2 8EX

Email: XXX

|  |  |  |
| --- | --- | --- |
|   |   |   |
| Russell Reynolds Associates Ltd Almack House 28 King Street London SW1Y 6QW  |      | Your Reference:  Our Reference: 715605464    |
|  |   | Date: 21/8/2025  |

Dear XXX

## Offer Of Contract 715605464 for the Provision of MOD Permanent Secretary Recruitment

1. As you are aware, the Authority intends to enter into the above contract with you.
2. Please sign and return the enclosed final version of the Contract within 10 working days of the date of this letter to acknowledge your acceptance of the Terms and Conditions.
3. Please note that no Contract will come into force until both parties have signed it. The Authority will countersign the Contract and return a copy of the same to you.
4. Payment will be made in accordance with the attached Terms and Conditions. If your company has not already provided its banking details to the Defence Business Services (DBS) Finance Branch, you will be contacted by the named Commercial Officer to provide this information as part of the Onboarding process to [Contracting, Purchasing and Finance (CP&F).](https://www.gov.uk/government/publications/mod-contracting-purchasing-and-finance-e-procurement-system)
5. Under no circumstances should you confirm to any third party that you are entering into a legally binding contract for **MOD Permanent Secretary Recruitment** prior to both parties signing the Terms and Conditions, or ahead of the Authority's announcement of the award of Contract

Yours sincerely,

XXX

**Framework Schedule 6 (Direct Award short order form template and Call-Off Schedules)**

# Order Form

CALL-OFF REFERENCE: 715605464

|  |  |
| --- | --- |
| THE BUYER:   | **Ministry of Defence**  |
| BUYER ADDRESS   | **Kentigern House, 65 Brown Street, Glasgow, G2 8EX**  |
| THE SUPPLIER:  | **Russell Reynolds Associates Ltd**   |
| SUPPLIER ADDRESS: | **Almack House, 28 King Street, London, SW1Y 6QW**  |
| DUNS NUMBER:  | **543135206**  |
| SID4GOV ID: | **543135206**  |

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 18/8/2025.

It’s issued under the Framework Contract with the reference number RM6290 for the provision of Executive & Non Executive Recruitment Services.

CALL-OFF LOT(S):

• Lot 2 Executive Search - SCS3 & SCS4 (and equivalents)

CALL-OFF INCORPORATED TERMS

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:

1. This Order Form
2. Joint Schedule 1(Definitions and Interpretation) **RM6290**
3. The following Schedules in equal order of precedence:

* Joint Schedules for **RM6290** o Joint Schedule 2 (Variation Form) o Joint Schedule 3 (Insurance Requirements) o Joint Schedule 4 (Commercially Sensitive Information) o Joint Schedule 10 (Rectification Plan) o Joint Schedule 11 (Processing Data)

* Call-Off Schedules for **RM6290** o Call-Off Schedule 5 (Pricing Details) o Call-Off Schedule 7 (Key Supplier Staff) o Call-Off Schedule 17 (MOD Terms)

 o Call-Off Schedule 20 (Call-Off Specification)

1. CCS Core Terms (version 3.0.11)
2. Joint Schedule 5 (Corporate Social Responsibility) **RM6290**

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.

|  |  |  |
| --- | --- | --- |
| CALL-OFF START DATE:   |   | 21/8/2025 |
| CALL-OFF EXPIRY DATE:  |   | 20/8/2027  |

GDPR POSITION

Independent Controller

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

CALL-OFF DELIVERABLES

Recruitment Campaign to appoint a new MOD Permanent Secretary (SCS4).

CALL-OFF CHARGES

## £65,500 (Ex VAT)

PAYMENT METHOD

CP&F

BUYER’S INVOICE ADDRESS:

XXX

## BUYER’S AUTHORISED REPRESENTATIVE

XXX

## SUPPLIER’S AUTHORISED REPRESENTATIVE

XXX

## SUPPLIER’S CONTRACT MANAGER

XXX

|  |  |
| --- | --- |
| **For and on behalf of the Supplier:**  | **For and on behalf of the Buyer:**  |
| Signature:  | XXX | Signature:  | *XXX* |
| Name:  | XXX | Name:  | XXX |
| Role:  | XXX | Role:  | Commercial Officer  |
| Date:  | 21/08/2025  | Date:  | 21/8/25  |

Call-Off Schedule 5 (Pricing Details) Call-Off Ref: 715605464 Crown Copyright 2018

# Call-Off Schedule 5 (Pricing Details)

Total Price: £65,500 (Ex VAT)

## Payment Profile

XXX

# Call-Off Schedule 17 (MOD Terms)

## 1 Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

 **"MOD Terms and** the terms and conditions listed in this

##  Conditions" Schedule;

 **"MOD Site"** shall include any of Her Majesty's Ships

or Vessels and Service Stations;

 **"Officer in charge"** shall include Officers Commanding

Service Stations, Ships' Masters or Senior Officers, and Officers superintending Government

Establishments;

## 2 Access to MOD sites

2.1 The Buyer shall issue passes for those representatives of the Supplier who are approved for admission to the MOD Site and a representative shall not be admitted unless in possession of such a pass. Passes shall remain the property of the Buyer and shall be surrendered on demand or on completion of the supply of the Deliverables.

2.2 The Supplier's representatives when employed within the boundaries of a

MOD Site, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force for the time being for the conduct of staff at that MOD Site. When on board ship, compliance shall be with the Ship's Regulations as interpreted by the Officer in charge. Details of such rules, regulations and requirements shall be provided, on request, by the Officer in charge.

2.3 The Supplier shall be responsible for the living accommodation and maintenance of its representatives while they are employed at a MOD Site. Sleeping accommodation and messing facilities, if required, may be provided by the Buyer wherever possible, at the discretion of the Officer in charge, at a cost fixed in accordance with current Ministry of Defence regulations. At MOD Sites overseas, accommodation and messing facilities, if required, shall be provided wherever possible. The status to be accorded to the Supplier's staff for messing purposes shall be at the discretion of the Officer in charge who shall, wherever possible give his decision before the commencement of this Contract where so asked by the Supplier. When sleeping accommodation and messing facilities are not available, a certificate to this effect may be required by the Buyer and shall be obtained by the Supplier from the Officer in charge. Such certificate

shall be presented to the Buyer with other evidence relating to the costs of this Contract.

2.4 Where the Supplier's representatives are required by this Contract to join or visit a Site overseas, transport between the United Kingdom and the place of duty (but excluding transport within the United Kingdom) shall be provided for them free of charge by the Ministry of Defence whenever possible, normally by Royal Air Force or by MOD chartered aircraft. The Supplier shall make such arrangements through the Technical Branch named for this purpose in the Buyer Contract Details. When such transport is not available within a reasonable time, or in circumstances where the Supplier wishes its representatives to accompany material for installation which it is to arrange to be delivered, the Supplier shall make its own transport arrangements. The Buyer shall reimburse the Supplier's reasonable costs for such transport of its representatives on presentation of evidence supporting the use of alternative transport and of the costs involved. Transport of the Supplier's representatives locally overseas which is necessary for the purpose of this Contract shall be provided wherever possible by the Ministry of Defence, or by the Officer in charge and, where so provided, shall be free of charge.

2.5 Out-patient medical treatment given to the Supplier's representatives by a Service Medical Officer or other Government Medical Officer at a Site overseas shall be free of charge. Treatment in a Service hospital or medical centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the

Site and transportation of the Supplier's representatives back to the United

Kingdom, or elsewhere, for medical reasons, shall be charged to the Supplier at rates fixed in accordance with current Ministry of Defence regulations.

2.6 Accidents to the Supplier's representatives which ordinarily require to be reported in accordance with Health and Safety at Work etc. Act 1974, shall be reported to the Officer in charge so that the Inspector of Factories may be informed.

2.7 No assistance from public funds, and no messing facilities, accommodation or transport overseas shall be provided for dependants or members of the families of the Supplier's representatives. Medical or necessary dental treatment may, however, be provided for dependants or members of families on repayment at current Ministry of Defence rates.

2.8 The Supplier shall, wherever possible, arrange for funds to be provided to its representatives overseas through normal banking channels (e.g. by travellers' cheques). If banking or other suitable facilities are not available, the Buyer shall, upon request by the Supplier and subject to any limitation required by the Supplier, make arrangements for payments, converted at

the prevailing rate of exchange (where applicable), to be made at the Site to which the Supplier's representatives are attached. All such advances made by the Buyer shall be recovered from the Supplier

## 3 DEFCONS and DEFFORMS

3.1 The DEFCONS and DEFORMS listed in Annex 1 to this Schedule are incorporated into this Contract.

3.2 Where a DEFCON or DEFORM is updated or replaced the reference shall be taken as referring to the updated or replacement DEFCON or DEFORM from time to time.

3.3 In the event of a conflict between any DEFCONs and DEFFORMS listed in the Order Form and the other terms in a Call Off Contract, the DEFCONs and DEFFORMS shall prevail.

## 4 Authorisation by the Crown for use of third party intellectual property rights

4.1 Notwithstanding any other provisions of the Call Off Contract and for the avoidance of doubt, award of the Call Off Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any such authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

Call-Off Schedule 17 (MOD Terms)

Call-Off Ref: 707688452 Crown Copyright 2018

# ANNEX 1 - DEFCONS & DEFFORMS

The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via [https://www.gov.uk/guidance/knowledge-in-defence-kid.](https://www.gov.uk/guidance/knowledge-in-defence-kid) The following MOD DEFCONs and DEFFORMs form part of this contract:

DEFCONs

|  |  |  |
| --- | --- | --- |
| DEFCON No  | Version  | Description  |
|   |   |   |
| 005J  | 11/16  | Unique Identifiers  |
| 76  | 11/22  | Contractor's Personnel at Government Establishments  |
| 129J  | 11/16  | The Use of the Electronic Business Delivery Form  |
| 501  | 10/21  | Definitions and Interpretations  |
| 503  | 06/22  | Formal Amendments to Contract  |
| 513  | 07/24  | VAT and Other Taxes  |
| 514  | 08/15  | Material Breach  |
| 515  | 06/21  | Bankruptcy and Insolvency  |
| 516  | 04/12  | Equality  |
| 518  | 02/17  | Transfer  |
| 520  | 08/21  | Corrupt Gifts and Payments of Commission  |
| 522  | 04/25  | Payment and Recovery of Sums Due  |
| 526  | 08/02  | Notices  |
| 527  | 09/97  | Waiver  |
| 531  | 09/21  | Disclosure of Information  |
| 532B  | 12/22  | Protection of Personal Data (Where Personal Data is being processed on behalf of the Authority  |
| 534  | 02/25  | Subcontracting and Prompt Payment  |
| 537  | 12/21  | Rights of Third Parties  |

Call-Off Schedule 17 (MOD Terms)

Call-Off Ref: 715605464

Crown Copyright 2018

|  |  |  |
| --- | --- | --- |
| 538  | 06/02  | Severability  |
| 550  | 02/14  | Child Labour and Employment Law  |
| 566  | 04/24  | Change of Control of Contractor  |
| 609  | 07/21  | Contractor's Records  |
| 620  | 06/22  | Contract Change Control Procedure  |
| 632  | 11/21  | Third Party Intellectual Property — Rights and Restrictions  |
| 658  | 07/25  | Cyber The Cyber Risk Profile is N/A  |
| 703  | 06/21  | Intellectual Property Rights — Vesting In The Authority  |

DEFFORMs (Ministry of Defence Forms)

|  |  |  |
| --- | --- | --- |
| DEFFORM No  | Version  | Description  |
| 129J  | 09/17  | The Use of the Electronic Business Delivery Form  |
| 539A  | 01/22  | Tenderer's Commercially Sensitive Information  |

# Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

**Requirement**

|  |  |
| --- | --- |
| **Job title**   | Permanent Secretary, Ministry of Defence  |
| **Location**   | London  |
| **Anticipated salary**   | £185,000 - £200,000  |
| **Recruitment timetable**   | Launch date will be 1 August 2025 and the closing date for applications will be 30 September 2025.   * A shortlist of the applications will take place in the week commencing 6 October 2025.

 * Between the week commencing 6 October and 13 October 2025, shortlisted candidates will be invited to undertake assessments (to be confirmed).

 Inputs from all of those steps will then form the basis of a panel interview, chaired by the First Civil Service Commissioner, Gisela Stuart, in the week commencing 20 October. Other panel members at the interview will include the Cabinet Secretary, Sir Chris Wormald, and the Government Lead NED, Baroness Casey. Further panellists will be confirmed.  |
| **About the role**  | The Ministry of Defence (MoD) is one of the biggest organisations in the Civil Service with a total workforce of 196,720, which includes civil servants and military personnel based in the UK and overseas, and military reservists. We are here to ensure that the UK is secure at home and strong abroad.  Since 1 April 2025, UK Defence is now led by a strengthened Department of State, a fully-fledged Military Strategic Headquarters, a new National Armaments Director Group, and the Defence Nuclear Enterprise. The new leadership “Quad” - the Permanent Secretary, Chief of the Defence Staff, National Armaments Director, and Chief of Defence Nuclear - will ensure that their teams work together across these structures to deliver our key defence departmental outcomes in collaboration. Defence Reform is designed to introduce new integrated ways of working together and making individuals more accountable – the driving principles of the government’s Defence Reform agenda.  The Strategic Defence review (published in June 2025) is the Plan for Change for Defence. It sets out the following new ambitions:   |

|  |  |
| --- | --- |
|  | * ‘NATO First’ - stepping up on European security by leading in NATO, with strengthened nuclear, new tech, and updated conventional capabilities.
* Move to warfighting readiness - establishing a more lethal ‘integrated force’ equipped for the future, and strengthened homeland defence.
* Engine for growth - driving jobs and prosperity through a new partnership with industry, radical procurement reforms, and backing UK businesses.
* UK innovation driven by lessons from Ukraine - harnessing drones, data, and digital warfare to make our Armed Forces stronger and safer.
* Whole-of-society approach - widening participation in national resilience and renewing the Nation’s contract with those who serve. The complete review can be read here:

Strategic Defence Review.  |
| **Person Specification**  | The Permanent Secretary is the lead adviser to the Secretary of State; they represent the Ministry of Defence at the highest level.  Specifically, the Permanent Secretary:  * As Accounting Officer, is accountable to Parliament for the Department’s performance and expenditure, managing a budget of circa £62 billion. To do this successfully the Permanent Secretary will have the breadth and depth of experience to fulfil the significant Accounting Officer responsibilities, including the ability to interact effectively with HM Treasury counterparts;
* Provides strong engaging leadership to the Department by translating Ministers’ ambitions into a clear vision to our people, setting a clear direction for that vision and ensuring it is organised, resourced and motivated to support Ministers effectively, and deliver their key priorities;
* Drives reform and transformation, providing strong change leadership to optimise opportunities, focused on organisational reform, higher standards and stronger delivery whilst embedding innovation and adopting greater flexibility in ways of working to deliver operational efficiencies;
* Acts as the primary policy adviser to the Secretary of State and his Ministerial team in setting the overall strategy and policy for the Department, ensuring it is cost effective, evidence-based and achievable;
* Motivates and engages staff to strengthen and develop their capability and is a role model for the values of the Civil Service, reinforcing and supporting a culture of continuous improvement, high performance and excellent delivery. Works with the Quad to improve the overall workplace culture within defence through the reaffirming our standards change programme;
* Works closely with the Quad to ensure the delivery of the Government’s ambitions on defence;
* Represents the Department, and the Secretary of State, across Whitehall to ensure defence equities are understood and embedded into wider Government priorities, such as the growth agenda; and,
 |
|  | ● Represents the Department with international counterparts to promote UK interests and strengthen UK alliances.  |