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**Call Off Order Form for the Provision of Executive Recruitment Services for the Board of the  
UK Infrastructure Bank  
Contract Reference: CCPF21A05**

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**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 Agreement RM6002 dated 13/11/2018 for the **Provision of Executive Recruitment Services for the Board of the UK Infrastructure Bank**.

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	To be completed post contract award
From	<b>UK Infrastructure Bank ("CUSTOMER")</b>
To	<b>IRG Advisors LLP trading as Odgers Berndtson; Berwick Partners; ("SUPPLIER")</b>

**SECTION B**

**1. CALL OFF CONTRACT PERIOD**

<b>1.1.</b>	<b>Commencement Date:</b> 17 August 2021
<b>1.2.</b>	<b>Expiry Date:</b>  End date of Initial Period: 1 November 2022  End date of Extension Period: N/A  Minimum written notice to Supplier in respect of extension: N/A

**2. SERVICES**

<b>2.1.</b>	<b>Services required:</b>  In Call Off Schedule 2 Annex A: Statement of requirements
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### 3. IMPLEMENTATION PLAN

3.1.	<b>Implementation Plan:</b>		
	The Bank would expect to hold a meeting with the Supplier within one week of the contract award to discuss its requirements.		
	The following contract milestones/deliverables should apply as a timeline in respect of each instruction to provide services to fill each specific vacancy identified by the Bank.		
	Milestone /Deliverable	Description	Timeframe or Delivery Date
	1	Placement of job advertisement(s) for agreed role.	As agreed with the Bank
	2	Advertisements close.	2 weeks after the placement of the advert
	3	Regular updates on levels of interest in the roles.	Daily (or as requested by the Bank)
	4	Provision of a shortlist for the Bank's consideration.	Within 3 weeks of instruction to begin work on a particular position recruiting for a specific role
	5	Placement of suitable candidate for the agreed roles.	As agreed with the Bank
	6	Appointments made.	As agreed with the Bank

### 4. CONTRACT PERFORMANCE

4.1.	<b>Standards:</b>  In line with the high-profile nature of the roles that this process will appoint individuals to, the Supplier will need to be of a high standard, and it is expected they will be leaders in their field. A track record of outstanding success will need to be demonstrated. As well as the ability to source candidates that meet the specification.								
4.2	<b>Service Levels:</b>  The Bank will measure the quality of the Supplier's delivery by: <table><tr><th>KPI/SLA</th><th>Service Area</th><th>KPI/SLA description</th><th>Target</th></tr><tr><td>1</td><td>Delivery timescales</td><td>The Supplier will deliver to the agreed timescales.</td><td>100%</td></tr></table>	KPI/SLA	Service Area	KPI/SLA description	Target	1	Delivery timescales	The Supplier will deliver to the agreed timescales.	100%
KPI/SLA	Service Area	KPI/SLA description	Target						
1	Delivery timescales	The Supplier will deliver to the agreed timescales.	100%						

		2	Volume and diversity / breadth of credible candidates	The Supplier will provide a sufficient longlist and shortlist of quality candidates from which a competitive selection process can be run. Longlist will be created through (at least) market research and use of networks to source candidates.	6 on each shortlist.
		3	Candidate Management	The Supplier to manage all candidate interest throughout the search/advertising period, acknowledging all enquiries within 24 hours of receipt, and responded to within 2 working days.  Undertaking relevant searching of candidates, including obtaining references as required.	100%
		4	Contract Management	The Supplier to attend Review Meetings as arranged with the Bank	100%
		5	Availability	All telephone, email or postal enquiries to be fully answered within 2 working days of receipt	100%
		6	Interviews	Assistance with preparation for final interviews (which will be conducted by the Bank) and response handling	100%
		7	Complaints Handling	Any issues raised to be acknowledged within 2 working days of receipt	100%
	<p>ance against these milestones will be incentivised via fee structure.</p> <p><b>ner periodic reviews of Service Levels</b> (Clause 13.7.1 of the Call Off Terms):</p> <p>Not app</p>				
<b>4.3</b>	<b>Critical Service Level Failure:</b> Not applied				
<b>4.4</b>	<b>Performance Monitoring:</b> Refer to Section 4.2 above – service levels				

<b>4.5</b>	<b>Period for providing Rectification Plan:</b> In Clause 38.2.1(a) of the Call Off Terms
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## 5. PERSONNEL

<b>5.1</b>	<b>Key Personnel:</b>  <b>Customer:</b> REDACTED  <b>Supplier:</b> REDACTED
<b>5.2</b>	<b>Relevant Convictions</b> (Clause 27.2 of the Call Off Terms): Clause 27.2 shall apply.

## 6. PAYMENT

<b>6.1</b>	<b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT):  REDACTED
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	<p>These rates are to remain firm for the duration of the contract</p> <p>For the avoidance of doubt, the total contract value will not exceed £1,000,000.00 exc. VAT.</p> <p>This is a call off contract and as such the Customer cannot guarantee volumes of work. Exclusions:</p> <p>The prevailing rate of VAT (20%) will be applied</p> <p>Optional in-depth psychometric assessments.</p> <p>Advertising charged at cost</p> <p>Printing or couriering of information packs</p> <p>Payment stages as follows:</p> <ol style="list-style-type: none"> <li>1. 25% Placement of advert</li> <li>2. 25% Shortlist signed off by Customer (i.e. Customer has signed off candidates for final stage of recruitment)</li> <li>3. 50% Appointment and acceptance of candidate</li> </ol> <p>In the event that the customer cancels the recruitment requirement, the customer will be responsible for the payment of the fee up to the point in the process at which the recruitment has been cancelled.</p> <p>In the event that the Supplier cancels the recruitment at any point after the placement of advert, the Customer will make only the first 25% payment.</p> <p>If the appointed candidate leaves for any reason within 6 months of the appointment contract start date, the supplier shall refund 50% of the total fee or provide a free of charge replacement search (the latter subject to the Hiring Manager's vacancy holder's sole discretion).</p>
<b>6.2</b>	<p><b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>Retainer (25%), payable when the Bank instructs work to begin on a given position.</p> <p>Shortlist (25%), payable upon the Bank's acceptance of a shortlist for the position. Acceptance will depend on all candidates in the shortlist meeting the Bank's capability and diversity and inclusion expectations as set out in this Statement of Requirements and the Job Specifications. Acceptance will not be unreasonably withheld.</p> <p>Placement (50%), payable when a candidate who has been introduced by the Supplier accepts an offer of employment.</p> <p>If the appointed candidate fails to meet the Bank's probation requirements or leaves the Authority within six months of their start date, 50% of the fee for that candidate will be refunded or provide a free of charge replacement search (the latter subject to the Hiring Manager's vacancy holder's sole discretion).</p>
<b>6.3</b>	<p><b>Reimbursable Expenses:</b></p> <p>Not permitted</p>

<b>6.4</b>	<b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): REDACTED
<b>6.5</b>	<b>Call Off Contract Charges fixed for</b> (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): The entirety of the Call Off Contract, including any extension options (if applicable)
<b>6.6</b>	<b>Supplier periodic assessment of Call Off Contract Charges</b> (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on: Not applied
<b>6.7</b>	<b>Supplier request for increase in the Call Off Contract Charges</b> (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Not Permitted

## 7. LIABILITY AND INSURANCE

<b>7.1</b>	<b>Estimated Year 1 Call Off Contract Charges:</b> The sum of £700,000.00 (excluding VAT)
<b>7.2</b>	<b>Supplier's limitation of Liability</b> (Clause 36.2.1 of the Call Off Terms); In Clause 36.2.1 of the Call Off Terms
<b>7.3</b>	<b>Insurance</b> (Clause 37.3 of the Call Off Terms): In Clause 37.3 of the Call Off Terms

## 8. TERMINATION AND EXIT

<b>8.1</b>	<b>Termination on material Default</b> (Clause 41.2.1(c) of the Call Off Terms): In Clause 42.2.1(c) of the Call Off Terms
<b>8.2</b>	<b>Termination without cause notice period</b> (Clause <b>Error! Reference source not found.</b> of the Call Off Terms): In Clause 41.7.1 of the Call Off Terms
<b>8.3</b>	<b>Undisputed Sums Limit:</b> In Clause 42.1.1 of the Call Off Terms
<b>8.4</b>	<b>Exit Management:</b> Not applied

## 9. SUPPLIER INFORMATION

<b>9.1</b>	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b> Not applied
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<b>9.2</b>	<b>Commercially Sensitive Information:</b> The Supplier's submission (technical and commercial response) shall be deemed as commercially sensitive
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10. OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<b>Recitals</b> (in preamble to the Call Off Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: 7 July 2021
	Recital D - date of receipt of Call Off Tender: 21 July 2021
<b>10.2</b>	<b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b> Not required
<b>10.3</b>	<b>Security:</b> Short Form Security Requirements shall apply (Call Off Schedule 7: Security)
<b>10.4</b>	<b>ICT Policy:</b> Not applied
<b>10.5</b>	<b>Testing:</b> Not applied
<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b> Not applied
<b>10.7</b>	<b>Failure of Supplier Equipment (Clause 32.8 of the call off Terms:</b> Not applied
<b>10.8</b>	<b>Protection of Customer Data</b> (Clause 34.2.3 of the Call Off Terms):  The contact details of the Customer Data Protection Officer is: REDACTED  The contact details of the Supplier's Data Protection Officer: REDACTED

10.9	<p><b>Position as an independent data controller</b></p> <p>The supplier is deemed independent data controller as per the tender submission:</p> <p>GDPR – Position as an independent data controller (Please see Appendix 1)</p> <p>When we carry out an executive search service for our clients, any personal data we collect or use in relation to that service is processed by us independently as a controller. Any data we collect remains our intellectual property. We do not provide our services as a processor for our clients. Accordingly, will not accept any request to enter into client data processing agreements.</p> <p><b>Appendix 1: UK GDPR</b></p> <p>Explanatory note about the DPA 2018 incorporating the General Data Protection Regulation (Regulation (EC) 2016/679 of the European Union) (“ UK GDPR”)</p> <p>Introduction</p> <p>This document sets out how IRG Advisors LLP (Odgers Berndtson) deals with data protection legislation, particularly the DPA 2018 which incorporates the GDPR.</p> <p>Odgers Berndtson fully embraces data protection legislation. Clients and candidates expect us to look after their personal data consistent with privacy laws and with due care, sensitivity and respect for their individual rights.</p> <p>We want to be clear with you about how we see those responsibilities applying in practice when handling personal data in relation to provision of executive search services.</p> <p>Our role as a controller (executive search)</p> <p>When we carry out an executive search service for our clients, any personal data we collect or use in relation to that service is processed by us</p>
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	<p>independently as a controller. Any data we collect remains our intellectual property. We do not provide our services as a processor for our clients. Accordingly, will not accept any request to enter into client data processing agreements.</p> <p>We understand the responsibilities that we have as a controller under applicable data protection laws. We have taken steps to ensure that we have an appropriate legal basis for processing personal data and that fair processing notices are in place. We generally rely on legitimate interests as the legal basis for processing candidate data during the long listing stages of a search but will then ask for consent before proceeding to candidate shortlisting stages or collecting special categories of personal data. Further transparency information about our processing activities can be found on our website <a href="https://www.odgersberndtson.com/en-gb/privacy-policy">https://www.odgersberndtson.com/en-gb/privacy-policy</a></p> <p>Your role as a client</p> <p>You will be responsible for processing any personal data that we pass to you as part of the search process as an independent controller, in your own right. This means you need to take care about how you use any personal data we make available to you, ensuring you have a lawful basis for any further use and that you otherwise comply with privacy principles in the data protection law. We cannot be held responsible for your compliance with these laws and we expect you to adopt all measures required to enable lawful use of information.</p> <p>If you have any concerns about your handling of personal data as a controller, we may be able to pass information to you on a more restricted basis, for example you might also ask us to anonymise any personal data fields before we share information with you, or ask us only share information with you as our nominated data processor. In these circumstances you will ask us to maintain responsibility for all contact with candidates. We will be happy to discuss these options with you at the outset of any assignment, so please do let us know if you would like us to do this.</p> <p>Our limited role as a processor (internal candidate assessment)</p> <p>If you ask us to undertake an assessment of internal candidates and this is not part of a standard executive search assignment, we expect that any personal data which we process will be handled as a processor, on your behalf. In these situations, we will treat as any personal data provided to us as belonging to your organisation and held securely and separate from our main database. At the end of the assessment process we will delete this data from our system.</p>
<b>10.10</b>	<p><b>Notices</b> (Clause 55.6 of the Call Off Terms):</p> <p>Customer's postal address and email address: REDACTED</p> <p>Supplier's postal address and email address: REDACTED</p>
<b>10.11</b>	<p><b>Transparency Reports</b></p> <p>In Call Off Schedule 13 (Transparency Reports)</p>
<b>10.12</b>	<p><b>Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14):</b></p> <p>Staff Transfer (Annex To Schedule 10: List Of Notified Sub-Contractors) – To be completed at Contract Award</p>
<b>10.13</b>	<p><b>Call Off Tender:</b></p> <p>See Annex B – Call Off Tender</p>

**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	REDACTED
Signature	REDACTED
Date	17/08/2021

**For and on behalf of the Customer:**

Name and Title	REDACTED
Signature	REDACTED
Date	2/9/2021

## **Annex A – The Services (Statement of Requirements)**

### **1. PURPOSE**

- 1.1. UK Infrastructure Bank Limited (the Bank) requires senior-level recruitment services: to help the Bank to recruit senior members of staff, including both executive and non-executive personnel.

### **2. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT**

- 2.1. The Bank, as a major new public institution, requires senior executive and non-executive staff to form its new leadership team and board, which will need to be drawn predominantly from the private sector.
- 2.2. The Bank therefore needs to recruit such staff for the institution and, as it does not have the requisite resource or expertise to do this, it is necessary for it to seek expert recruitment services from a supplier.
- 2.3. The Supplier will need to work with the Bank to understand its needs and assist it with specialist recruitment advice and services to allow the Bank to attract and recruit staff into the positions that the Bank considers need to be filled.

### **3. DEFINITIONS**

Expression or Acronym	Definition
The Bank	means the UK Infrastructure Bank Limited

### **4. SCOPE OF REQUIREMENT**

- 4.1. The Bank requires recruitment services from the Supplier.
- 4.2. This Supplier will, in particular, be instructed to run end-to-end recruitment exercises to recruit for specific posts identified by the Bank, including executives and non-executives. The work will include:
- 4.2.1. identifying and putting forward candidates for a range of posts identified by the Bank;
  - 4.2.2. any advertising and outreach necessary to secure the requisite talent; and
  - 4.2.3. assisting with providing longlists and shortlists agreed with the Bank, and with the process for taking shortlisted candidates through the recruitment process that will be designed and agreed between the Supplier and the Bank.
- 4.3. Whilst the Bank cannot guarantee any volume of work under this contract and is unable to commit to a precise number of roles in respect of which the Supplier's services will be required, the Bank's initial assessment is that it may be necessary to recruit 10-20 senior executive and non-executives. Notwithstanding this, the Bank retains complete discretion as to whether the Supplier will be instructed to assist with any particular recruitment exercise and can recruit roles itself if it so wishes.
- 4.4. As an illustration, potential roles which could be hired could include several roles which report directly to the CEO, such as: Chief Financial Officer;

Head of Banking;  
Chief Risk Officer;  
Head of Advisory;  
General Counsel.

- 4.5. Several direct reports to those figures may potentially also need to be recruited, for example, a Treasurer, Chief Technology Officer, and sector leads reporting to the Head of Banking or Advisory. It may also be necessary to appoint non-executive directors.
- 4.6. The Bank will provide role profiles for each position for which it seeks the Supplier's services to fill. The Supplier should be expected to help draft, provide comments and input on these role profiles, with final sign-off being provided by the Bank.
- 4.7. It will be the responsibility of the Bank to arrange the onboarding of the appointments following the outcome of a recruitment process run by the Supplier.
- 4.8. The Supplier should have specific sectoral expertise in sourcing qualified, capable candidates who have the corporate finance, investment banking infrastructure project/finance experience, and, given the Bank is located in Leeds, should be able to demonstrate a proven track record in attracting high quality, diverse and skilled candidates to comparable roles in a wide range of locations outside of London and the South East (and ideally in the Leeds region specifically).
- 4.9. The Supplier will not be required to undertake assessments or tests, such as psychometric testing or staff engagement exercises.
- 4.10. The contract will be run until 1 November 2022, unless the Bank decides to terminate it earlier, by providing 30 working days written notice in line with Framework terms and conditions.

## **5. THE REQUIREMENT**

- 5.1. The Bank requires the Supplier to provide the recruitment services outlined above, in order to identify and recruit potential credible candidates for the roles identified by the Bank.
- 5.2. The Supplier will be required to provide these services to agreed timelines that are agreed with the Bank at the outset of each instruction.
- 5.3. Any recruitment process designed by the Supplier will need to be agreed with the Bank beforehand, and will need to include characteristics in keeping with high-profile public sector appointments. The process will need to ensure that the diversity policies of the Bank are adhered to, and be run in a fair, transparent and open manner.
- 5.4. The Supplier will, as noted above and as part of the process, be instructed to produce shortlists of candidates that will be sent to the Bank for consideration.
- 5.5. The Bank's current expectation is that the recruitment process could entail a requirement on applicants to produce their CV, a statement of suitability, as well as two references. There may also need to be additional checks regarding background (for security purposes) and political interests. Candidates will also need specify when they would be able to begin the role.

## **6. MANAGEMENT INFORMATION/REPORTING**

- 6.1. Management Information requirements will be agreed with the Supplier, however, as a minimum the following will be expected:  
Regular reports on number of applicants as well as general characteristics, diversity information and professional backgrounds (where information-sharing rules allow for this) of those applicants.

Detailed candidate packs (based on a template to be agreed with the Bank) including, but not limited to, the information detailed in Section 6 on those who are put forward to go through the selection process.

Levels of resource being utilised to meet the contract by the Supplier (as part of managing the contract).

All long list and short list notes for provision of candidate feedback.

## **7. VOLUMES**

- 7.1. This requirement for executive and non-executive search support is based on campaigns or appointment for the roles required by the Bank. This is a call off contract and, as such, the Bank cannot guarantee volumes of recruitment requests.

## **8. CONTINUOUS IMPROVEMENT**

- 8.1. The Supplier will be expected to continually improve the way in which the required services are to be delivered throughout the contract duration.
- 8.2. The Supplier should present new ways of working to the Bank during the regular contract review meetings.
- 8.3. Changes to the way in which the services are to be delivered must be brought to the Bank's attention and agreed prior to any changes being implemented.

## **9. SUSTAINABILITY**

- 9.1. There are no specific sustainability requirements applied to this contract, due to its overarching nature, however the Bank expects the Supplier to comply with all current legislation regarding sustainability and legislation introduced or amended during the period of the contract pertaining to this.
- 9.2. This should include compliance with the Modern Slavery Act 2015 and Climate Change Act 2008.
- 9.3. The Potential supplier is to consider their carbon footprint in allocating and deploying resources to undertake requirement.

## **10. STAFF AND CUSTOMER SERVICE**

- 10.1. The Supplier shall provide a sufficient level of resource throughout the duration of the contract in order to consistently deliver a quality service.
- 10.2. The Supplier's staff assigned to the contract shall have the relevant qualifications and experience to deliver the contract to the required standard. Staff shall demonstrate relevant sectoral expertise in recruiting employees from the field of infrastructure and project finance.
- 10.3. The Supplier shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Bank throughout the duration of the contract.

## **11. SECURITY AND CONFIDENTIALITY REQUIREMENTS**

- 11.1. The Supplier will have due regard to handling sensitive information as part of the applications process. While the advertisements should be publicised, applicants and their applications should remain confidential.
- 11.2. The Bank will provide further detail on the required security arrangements that candidates will need to pass through.

## **12. CONTRACT MANAGEMENT**

- 12.1. The Supplier Attendance at Contract Review meetings shall be at the Supplier's own expense.

## 13. LOCATION

13.1. The location of the Services will be carried out at the Supplier's premises or, in certain circumstances to be agreed between the Supplier and the Bank, at Bank's premises.

REDACTED