

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 .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: The UK Health Security Agency

C+ Practice Name: Services Procurement

Project Title: 001 Delivering a Successful Pay Flexibility Business Case by MCR

Order Form Number: 001

FROM

Customer Name	The UK Health Security Agency
Customer Address	UK Health Security Agency 5th floor 10 South Colonnade London E14 4PU
Invoice Address	payables@ukhsa.gov.uk Accounts Payable; UK Health Security Agency, Manor Farm Road, Porton Down, Salisbury, SP4 0JG UKHSA VAT No: GB888851648
Key Contact for Customer:	Name: [REDACTED] Job Title: Commercial Manager Email: [REDACTED] Name: [REDACTED] Job Title: Pay and Reward Lead 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)**

[Redacted]

[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 24/06/2024
1.2	Contract Date	The Contract Date of this Order Form is the date in which the final signature is applied to execute the document.
1.3	Expiry Date:	The Expiry Date of this Order Form is 30/04/2025
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>	

2.1

Overview of Service to be provided:

The ability of UKHSA to recruit and retain talented, skilled, and experienced staff members is fundamental to its success.

UKHSA intends to submit a pay flexibility business case to HM Treasury and Cabinet Office in early 2025, covering years 2025-28, to address recruitment and retention issues across the organisation and particularly in scientific and clinical roles.

We expect that the case will address the following issues:

- **Pay scales in UKHSA are lower than other Civil Service areas**, meaning we cannot attract expertise from other parts of the Civil Service to join UKHSA
- Our **pay scales are not competitive across comparator scales in the NHS**, meaning many of our front-line roles requiring the same or equivalent training and qualification and carrying out the same or similar work, are paid less.
- Civil service **job evaluation is too inflexible** when it comes to evaluating technical or scientific expertise and capability
- **We are not competitive against the private sector**. Candidates don't apply because the salary and overall package is not attractive enough and those we do attract accept lower salaries and reward packages for the 'mission role and purpose' we are able to offer
- Pay is the primary factor **why colleagues leave UKHSA or will not join UKHSA** when offered
- **Allowances** are being increasingly requested across the majority of functional groups. Critical priority groups appear to be Science, DAS/Technology and Commercial.

2.2

Deliverables and Milestones:

<p>Phase 1 Project Definitions</p> <ul style="list-style-type: none"> • Define and agree the project deliverables, UKHSA/MCR roles and ways of working, and a detailed project plan; • Identify data requirements and means of access; • Agree key stakeholders to engage with, and any further project communications; • Understand the business impact / risks of the current reward arrangements, e.g. market competitiveness, recruitment and retention, • employee engagement, impact on performance and capability etc, and any other key drivers for change. 	<p>June-July 2024</p>
<p>Phase 2 Development of Capability Framework for Scientific and Clinical Roles</p> <ul style="list-style-type: none"> • Support in identifying and categorising the in-scope roles as required; • Review of existing UKHSA role data and capability /skill frameworks; • Workshops / interviews with internal and external stakeholders; • Drafting and finessing of capability level descriptors to ensure clarity and strategic business alignment; • Support in the creation of the L&D offer as required (this work is likely to go beyond September and we have not costed for it at this stage). 	<p>July – Sept 2024</p>
<p>Phase 3 Detailed Pay Framework Design</p> <ul style="list-style-type: none"> • Gather and review data on organisational efficiencies / savings to fund future pay; • Initial socialization meetings to test direction of travel with DHSC, Cabinet Office and HMT; • Detailed modelling and costing of pay structure options, capability-based pay progression and any relevant additional enhancements; • Test (for affordability) the inclusion of other UKHSA roles and / or professions within the framework; • Equality Impact Assessments and evolution of the pay framework recommendations. 	<p>Sept – Dec 2024</p>
<p>Phase 4 Business Case Development and Central Engagement</p> <ul style="list-style-type: none"> • Creation of initial draft of the pay flexibility business case (covering 2025-28); • ExCo review and approval of the draft case; • Potentially support socialisation meetings on the draft case with DHSC, Cabinet Office and HMT; • We have not costed for further iterations, central engagement on these (DHSC, Cabinet Office and HMT) and finalisation of the pay case. 	<p>Early 2025</p>

2.3

Approval process for payment:

Call off PO will be created, after supplier enters into a contract with UKHSA.

Expected payment mechanism will be linked to work delivered by the above 4 phases and completed to a satisfactory level and signed off by authorised contract manager from UKHSA. This will be monthly payment at the end of each month for the work undertaken on the project during that month.

Name: [REDACTED]

Job Title: [REDACTED]

Email: [REDACTED]



2.4	<p>Escalation process for issues:</p> <p>A UKHSA employee contact will be shared, usually contract manager or project owner.</p> <p>Name: [REDACTED] Job Title: [REDACTED] Email: [REDACTED]</p> <p>Name: [REDACTED] Job Title: [REDACTED] Email: [REDACTED]</p>
2.5	<p>Roles and responsibilities of the Customer including contact details:</p> <p>To provide all the necessary information to Consulting Organisation.</p> <p>To link the consulting organisation with relevant UKHSA stakeholders; to provide an overview of the project plan; to be available to review/provide steers as required. [REDACTED]</p> <p>[REDACTED]</p>

2.6

Roles and responsibilities of the Consulting Organisation/ Consultant Professional:

To deliver the requirements, milestones as stated on contract, in a timely manner and satisfactory level.

The following has been produced to provide indicative phases and timescales for the project. The provider will be able to adopt their own approach, as long as the overall timescales can be met or there is agreement to deviate. The Project Plan will need to be agreed with UKHSA.

Date	Step	Outcomes
	Define in-scope Scientific & Clinical roles	<ul style="list-style-type: none"> ✓ Develop, agree, and communicate guidance and process for identifying in-scope roles
	Categorise roles	<ul style="list-style-type: none"> ✓ Define the Scientific and Clinical professions ✓ Group roles by profession, sub-profession, and grade
	Design capability assessment framework	<ul style="list-style-type: none"> ✓ Agree capability levels: number, names, assessment frequency, etc. ✓ Establish assessment criteria by capability level, grade, and profession. ✓ Revisit in October-December 2024, if affordability suggests the framework can be extended to other roles/professions within UKHSA.
	Design Learning & Development offer	<ul style="list-style-type: none"> ✓ Define and agree Learning & Development 'pathways' at profession, sub-profession, and role levels. ✓ Construct associated Learning & Development offerings, and talent management and succession planning
October-December 2024	Confirm pay rates	<ul style="list-style-type: none"> ✓ Establish affordability against savings/efficiencies ✓ Set out pay rates per grade, profession/sub-profession, and capability level ✓ Consider additional enhancements such as professional allowances, qualification allowances, etc
January-April 2025 (estimated)	Case development, prior to submission to DHSC, Cabinet Office, and HM Treasury	<ul style="list-style-type: none"> ✓ Include confirmed Capability-Based Pay processes, fully costed for the duration of the case (three years) ✓ Provide Equality Impact assessment

UKHSA is a government organisation therefore the provider will need to consider value for money. The awarded provider is required to treat all information related to the Programme as confidential unless otherwise agreed with the Authority in writing, and to meet all responsibilities for data protection.

Name: [Redacted]
 Job Title: [Redacted]
 Phone: [Redacted]
 Email: [Redacted]

Name: [Redacted]
 [Redacted]
 Phone: [Redacted]
 [Redacted]

2.7	Project/implementation plan: This will be provided within the first 2 weeks of the contract live date
2 . 8	Base Location (if applicable): Predominately remote, but the provider may be required to occasionally attend UKHSA sites around the country to carry out interviews and information-gathering.
2 . 9	Name of the Consultant Professional/Consultant Organisation (if available): Mike Curtis Reward Solutions Limited (trading as MCR)

3	SECURITY AND VETTING <i>Clause 13.2.7 of the Call-Off Terms and Conditions</i> <i>Where the Customer has any specific or additional vetting requirements, the Customer shall inform the MSP in writing below:</i>
3.1	Other - Disclosed in project details



4.	AMENDMENTS TO CALL-OFF TERMS AND CONDITIONS <i>APPENDIX 3 of the Call-Off Terms and Conditions</i> <i>Clause 7.4 (Order of Precedence) of the Call Off Terms and Conditions,</i> <i>The Parties hereby agree to the following amendments of the Call-Off Terms and Conditions:</i>
4.1	MSP Non-Solicitation <i>Clause 13.3 has been amended to include the insertion of clause 13.3.6 as set out below:</i>
	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 [REDACTED]."
4.2	Manner of Providing the Services <i>Clause 14 has been amended to include the insertion of Clause 14.5 and Clause 14.6 as set out below:</i>
	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 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	“The Customer agrees that the Consultant/Professional’s or Consultancy Organisations may comment upon the Customer’s legal, construction, financial or other compliance documentation in the course of performing the Services as instructed in the Order Form, however, the Customer acknowledges that such comments or opinions are not the opinions of the MSP even if such comments have later been brought to the MSP’s notice. The Customer further acknowledges that where the Consultant/Professional or Consultancy Organisation provides comments or opinions pursuant to this clause 14.6, the Customer shall consult with its own legal, financial, auditing, construction and regulatory advisors regarding any matters as appropriate and accepts that neither the MSP nor the Consultant/Professional or Consultancy Organisations shall indemnify the Customer where they knowingly or inadvertently rely on such comments or opinions as professional advice to its own detriment and hereby indemnifies the MSP against any claims pursuant to its use thereof.”
4.3	Data Protection <i>Clause 27 has been amended as follows:</i>	
	27.9	Clause 27.9 shall be deleted in its entirety and replaced with a new Clause 27.9 with the following wording: “The Processor shall, subject to Clause 27.11 remain fully liable for all acts and/or omissions of any of its Sub-Processors”.
	27.11	Clause 27 has been amended to include the insertion of Clause 27.11 as set out below: The Controller hereby caps the liability of the Processor for a breach of Personal Data, in accordance with clause 27.9 [REDACTED] in aggregate for all breaches arising out of the delivery of the Service.
4.4	Intellectual Property <i>Clause 32 has been amended as follows:</i>	
	32.3	Clause 32.3 has been amended to include the following wording after the original provision. 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.
4.5	Liability, Indemnity, and Insurance <i>Clause 41 notes</i>	
	41.3.1	Clause 41.3.1 shall be amended to include the insertion of the below wording: the aggregate liability of either Party (whether in contract, tort including negligence, breach of statutory duty or howsoever arising) for all defaults resulting in direct loss of or damage to the property of the other under or in connection with the Contract shall in no event exceed [REDACTED] of the Project/Statement of Work Price paid or payable by the Customer to the MSP under the Contract;

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. NO CHANGE.
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. NO CHANGE.
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. NO CHANGE.
41.14	Clause 41 has been amended to include the insertion of Clause 41.14 as set out below: "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."
4.6	Professional Indemnity <i>Clause 42.1 has been amended as follows:</i>
42.1	Clause 42.1 shall be deleted in its entirety and replaced with a new Clause 42.1 with the following wording: NO CHANGE.
4.7	Dispute Resolution <i>Clause 55.5.1 has been amended as follows:</i>
55.5.1	Clause 55.5.1 shall be deleted in its entirety and replaced with a new Clause 55.5.1 with the following wording: "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."
4.8	MSP Status – ENTIRETY OF SECTION 4.8 NOT USED <u>This section only applies when engaging with an Umbrella Company or Worker</u> <i>Clause 4 of the Call-Off Terms and Conditions has been amended to include the insertion of</i> <i>Clause 4.2; Clause 4.3 and Clause 4.4 as set out below:</i>

4.2	<p>“Notwithstanding any other provision of the Call-Off Terms and Conditions and/or the Framework Agreement, the Parties agree and accept that:</p> <p>4.2.1 In cases of any ambiguity or conflict to the extent necessary this Clause 4.2 will supersede any other provision in the Call-Off Terms and Conditions and/or the Framework Agreement.</p> <p>4.2.2 the MSP's total liability in connection with this Call-Off Terms and Conditions shall not exceed the MSP Fees received by the MSP during the Contract Period.</p> <p>4.2.3 in no circumstances shall the MSP be liable for: (i) any losses, claims, damages, liabilities, fines, interest, penalties, costs, charges, expenses, demands and/or legal and other professional costs arising from events outside the MSP's reasonable control; (ii) loss of profits, revenue, business, opportunity, goodwill, interest or savings, whether direct or indirect, howsoever arising; and/or (iii) any consequential, economic, indirect or special loss, howsoever arising.”</p>
4.3	<p>“For the purposes of Clause 4.1, the MSP shall not be responsible for the acts and/or omissions of any Consultant/Professional or Consultancy Organisation as though they are the acts and/or omissions of its own Staff and the following matters shall be deemed to be outside the MSP's reasonable control unless and to the extent that they are a direct result of the negligent or fraudulent acts or omissions of persons employed by the MSP in the vetting and approval of the relevant Consultant/Professional or Consultancy Organisation: (i) the acts and/or omissions of any Consultant/Professional or Consultancy Organisation used in the performance of the Services, including without limitation, Consultant/Professional or Consultancy Organisation negligence, fraud and fraudulent misrepresentation; and/or (ii) the provision or use of any outputs or Deliverable developed, written or prepared by any Consultant/Professional or Consultancy Organisation.”</p>
4.4	<p>“Nothing in Clause 4.1 shall be deemed to exclude any liability which cannot by law be excluded, including without limitation for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation in all cases on the part of persons employed by the MSP to perform its obligations under the Contract, excluding any Consultant/Professional or Consultancy Organisation.”</p>

5.	<p>MILESTONE PROVISIONS</p> <p><i>Clause 18 Project/Statement of Work Price of the Call-Off Terms and Conditions</i></p> <p><i>Clause 19 Payment of the Call-Off Terms and Conditions</i></p> <p><i>Appendix 2 of the Call-Off Terms and Conditions</i></p>	
5.1	<p>Project/Statement of Work Price</p>	
5.1.1		<p>Value not to exceed £88,400 (fee scale documented as rangin between £52,000-£88,400 supplier fee) plus MSP Fees totalling no more than £91,362 excluding VAT</p>

		 <p><u>Ratecard</u></p> 
	5.1.2	Any other pre-approved demonstrable additional costs or expenses the MSP may incur to enable it to provide the Services.
5.2	Funding	The Customer shall provide the details of any funding arrangements (if any) below:
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	

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	Official sensitive (personal) payroll data, including that relating to individuals. UKHSA diversity information for the purposes of equality impact assessment. In particular - all personal diversity/pay data relating to individuals; all information relating to UKHSA's pay structures, strategy, or budget; all information relating to any aspects of UKHSA's work, workforce, or remit not currently in the public domain. (May be held until end of contract 30th April 2025)

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>
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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	Official sensitive (personal) payroll data, including that relating to individuals. UKHSA diversity information for the purposes of equality impact assessment. In particular - all personal diversity/pay data relating to individuals; all information relating to UKHSA's pay structures, strategy, or budget; all information relating to any aspects of UKHSA's work, workforce, or remit not currently in the public domain. The provider will also access lists of staff names, grades, locations, roles, and position numbers to enable them to carry out their work.
7.2	Duration of processing	May be held until end of contract (end of Q4 2025 – i.e. 31 March 2025). Must be destroyed thereafter by the provider, with confirmation provided to UKHSA that this has taken place. All data transfers between the provider and the UKHSA must be at minimum through password-protected spreadsheet, with passwords provided separately.
7.3	Nature and purpose of the Processing	The processing will be to establish current position in pay scales of in-scope individuals, and how their pay could be amended through a pay flexibility business case, including analysis of location, protected characteristic, and affordability. Protected characteristic information will be required to complete an equality analysis. Position numbers, names, grades, locations, and roles will be required to ascertain the scope of the case, based on the need for particular professions to have a specific pay intervention applied as part of this project. The provider will also need to see sensitive information relating to ongoing UKHSA pay-related issues and future pay strategy so that a case can be drawn up. None of this information is likely to be in the public domain.
7.4	Categories of Data Subject	Name, role, profession, UKHSA location, salary, protected characteristic (gender, disability, ethnic background, sexual orientation, etc), any additional

		pay information such as allowances. On an organisational level – pay strategy, pay policies, sensitive data on UKHSA’s ongoing workforce challenges, UKHSA’s pay bill spend and budget to ascertain affordability of a pay flexibility business case.
7.5	Type of Personal Data	Name, role, profession, UKHSA location, salary, protected characteristic (gender, disability, ethnic background, sexual orientation, etc), any additional pay information such as allowances. On an organisational level – pay strategy, pay policies, sensitive data on UKHSA’s ongoing workforce challenges, UKHSA’s pay bill spend and budget to ascertain affordability of a pay flexibility business case.
7.6	Plan for return or destruction of Personal Data	May be held until end of contract (end of Q4 2025 – i.e. 31 March 2025). Must be destroyed thereafter by the provider, with confirmation provided to UKHSA that this has taken place. All data transfers between the provider and the UKHSA must be at minimum through password-protected spreadsheet, with passwords provided separately.

8.	CONSTRUCTION PROJECTS – N/A	
	To the extent that this Project / Order Form is deemed to be a Construction Contract within the meaning set out in section 104 of Housing Grants, Construction and Regeneration (HGCR) Act 1996, the Parties shall comply with the provisions of the HGCR Act relating to payment and adjudication.	
8.1	Due Date	The Due Date for approval shall be seven (7) days after the submission of an invoice by Consultancy Organisation.
8.2	Final Date	The Final Date for approval / rejection shall be fourteen (14) days after submission of an invoice from Consultancy Organisation in order to allow MSP to issue a payless notice on the 14th day.

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:

Signed by:	[Redacted]
Job Title:	[Redacted]
Full Name	[Redacted]
Signature	[Redacted]
Job Title/Role	[Redacted]
Date Signed:	[Redacted]
Date	

For and on behalf of the MSP:

[Redacted]	[Redacted]
Job Title	[Redacted]
Full Name:	[Redacted]
Job Title/Role:	[Redacted]
Signature	[Redacted]
Date Signed:	[Redacted]
Date	



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

[_____] ("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	Example 1: TERMINATION <i>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].</i> <ol style="list-style-type: none">1. Termination Effective From:2. Notice Period:3. End Date:4. Any Payments Due
1.2	Example 2: EXTENSION <i>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)</i>
1.3	Example 3: FEES <i>The Customer has agreed to increase the fees for the delivery of the Services from [£XXXX] to [£XXXX], effective from [XX/XX/20XX]</i>

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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>
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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:

	Signed by:
Signature	
Date	
Name in capitals	
Position / Title	

Authorised to sign for and on behalf of the MSP:

Signature	
Date	
Name in capitals	
Position / Title	



UK Health
Security
Agency

Our approach

Delivering a Successful Capability Based Pay Case



MAY – JUN 2024	JUN – SEP 2024	SEP – DEC 2024	EARLY 2025
1. Project Definition <ul style="list-style-type: none"> Define and agree the project deliverables, UKHSA / MCR roles and ways of working, and a detailed project plan; Identify data requirements and means of access; Agree key stakeholders to engage with, and any further project communications; Understand the business impact / risks of the current reward arrangements, e.g. market competitiveness, recruitment and retention, employee engagement, impact on performance and capability etc, and any other key drivers for change. 	2. Development of Capability Framework for Scientific and Clinical roles <ul style="list-style-type: none"> Support in identifying and categorising the in-scope roles as required; Review of existing UKHSA role data and capability / skill frameworks; Workshops / interviews with internal and external stakeholders; Drafting and finessing of capability level descriptors to ensure clarity and strategic business alignment; Support in the creation of the L&D offer as required (this work is likely to go beyond September and we have not costed for it at this stage). 	3. Detailed Pay Framework Design <ul style="list-style-type: none"> Gather and review data on organisational efficiencies / savings to fund future pay; Initial socialisation meetings to test direction of travel with DHSC, Cabinet Office and HMT; Detailed modelling and costing of pay structure options, capability-based pay progression and any relevant additional enhancements; Test (for affordability) the inclusion of other UKHSA roles and / or professions within the framework; Equality Impact Assessments and evolution of the pay framework recommendations. 	4. Business Case Development and Central Engagement <ul style="list-style-type: none"> Creation of initial draft of the pay flexibility business case (covering 2025-28); ExCo review and approval of the draft case; Potentially support socialisation meetings on the draft case with DHSC, Cabinet Office and HMT; We have not costed for further iterations, central engagement on these (DHSC, Cabinet Office and HMT) and finalisation of the pay case.

Weekly project management calls throughout all 4 stages

