

Annex 1: Order Form**THE SUPPLY OF NON CLINICAL TEMPORARY AND FIXED TERM STAFF FRAMEWORK****CONTRACT: RM6160****FROM:**

CONTRACTING AUTHORITY	UK Health Security Agency
CONTRACTING AUTHORITY ADDRESS	Wellington House, 133-155 Waterloo Rd, London, SE1 8UG
INVOICE ADDRESS (if different)	Wellington House, 133-155 Waterloo Rd, London, SE1 8UG
CONTACT REFERENCE	Authoriser Name: [REDACTED] Tel: [REDACTED] e-mail [REDACTED]
ORDER REFERENCE NUMBER (e.g. purchase order number)	PRO 5535
DATE ORDER PLACED	15/06/2022

TO:

SUPPLIER	Hays Specialist Recruitment Limited
SUPPLIER'S ADDRESS	4th Floor 20 Triton Street, London, United Kingdom, NW1 3BF (company number 00975677)
ACCOUNT MANAGER	Name: [REDACTED] Address: Ebury Gate, 23 Lower Belgrave Street, London, SW1W 0NT Tel: [REDACTED] E-mail: [REDACTED]
PART 1: SERVICE REQUIREMENT	
PART 1.1: SERVICE AND DELIVERABLES REQUIRED: Temporary Worker Requirements:	
RM6160 LOT:	Lot 3 - IT Professionals
NUMBER OF ROLES REQUIRED:	1
JOB ROLE/TITLE:	Project Manager / [REDACTED]
AGENDA FOR CHANGE PAY BAND:	10A
HOURS/DAYS REQUIRED:	To be agreed at the point of supply.
ANY UNSOCIAL HOURS REQUIRED? (GIVE DETAIL) [OUTSIDE 8AM TO 6PM MONDAY TO FRIDAY]	To be agreed at the point of supply.
ARE THERE ANY HEALTH AND SAFETY RISKS RELEVANT TO ROLE?	N/A
FEE TYPE:	2 – Non-Patient Facing with Disclosure

IMMUNISATION REQUIREMENTS (FEE TYPE 1 ONLY)	N/A
DBS REQUIRED (FEE TYPE 1 AND 2 ONLY)	Basic
TEMPORARY WORKER COMPLIANCE REQUIREMENTS (NON-NHS CUSTOMERS ONLY) State any other required clearance and/or background checking	Temporary Work-Seekers in Central Government will be checked to Baseline Personnel Security Standard plus any additional checks detailed below. All other Temporary Workers will be subject to Supplier's standard pre-employment checks unless otherwise stated below;
HIGH COST AREA SUPPLEMENT? (NHS ONLY)	None
REGULATED OR CONTROLLED ACTIVITY (ISA)?	N/A
STATE ANY SKILLS, MANDATORY TRAINING AND QUALIFICATIONS NECESSARY FOR THE ROLE:	
PERSON AND DEPT TO WHOM WORK- SEEKER SHOULD REPORT AT START:	As agreed at point of supply.
EXPENSES TO BE PAID OR BENEFITS OFFERED TO CANDIDATE:	As agreed at point of supply.
EXPENSES TO BE PAID BY CANDIDATE:	As agreed at point of supply.
ADDITIONAL REQUIREMENTS:	As agreed at point of supply.
GDPR POSITION	Independent Controller
PART 1.2: ANTICIPATED DURATION OF CONTRACT	
COMMENCEMENT DATE:	01/04/2022
ANTICIPATED END DATE:	30/06/2022
TEMPORARY OR FIXED TERM ASSIGNMENT:	Temporary Assignment
PART 1.3: MILESTONES AND KEY DELIVERABLES	
N/A	
PART 1.4: CHARGES PAYABLE BY CONTRACTING AUTHORITY (INCLUDING ANY APPLICABLE DISCOUNT AND METHOD OF PAYMENT E.G. GOVERNMENT PROCUREMENT CARD OR BACS):	
Invoices will be issued weekly with charges as per the Framework Agreement. The Contracting Authority confirms that the pay to the Temporary Worker will reflect the comparator rate under AWR and full holiday entitlement from day 1 of the assignment of 34 days including bank holidays	

MAXIMUM VALUE OF CALL-OFF CONTRACT		Up to £46,354.20 excluding VAT
	Pre-AWR	Post-AWR
Pay to Worker(s)		
Total Charge		
DISCOUNTS APPLICABLE:		N/A
PART 1.5: ACCEPTANCE PRIOR TO PAYMENT		
Approval of a timesheet by the Customer will constitute acceptance.		
PART 2: CONTRACTING AUTHORITY CONTRACTUAL REQUIREMENTS		
N/A		
PART 3: FURTHER-COMPETITION ORDER - ADDITIONAL REQUIREMENTS		
PART 3.1: SUPPLEMENTAL REQUIREMENTS IN ADDITION TO CALL-OFF TERMS AND CONDITIONS:		N/A
PART 3.2: VARIATIONS TO CALL-OFF TERMS AND CONDITIONS:		<p>(i) Where a Fixed Term Assignment will be placed with an NHS Contracting Authority under this Agreement, Framework Schedule 1 Clause 5.3.5 and Clause 5.3.6 shall not apply.</p> <p>(ii) The Parties agree that, where a Fixed Term Assignment will be placed with a Central Government Contracting Authority, under this Agreement, Framework Schedule 1 Clause 5.6 shall be replaced with the below:</p> <p>For Central Government Contracting Authorities, the Supplier shall ensure that Fixed Term Work-Seekers supplied are compliant with the following requirements as specified in the Cabinet Office Baseline Personnel Security Standard. Verification of:</p> <ul style="list-style-type: none"> • Identity • Nationality and Immigration Status • Employment history (past 3 years)

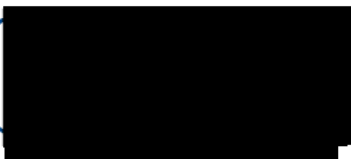

	<p>For the avoidance of doubt, this variation shall not apply to Temporary Work-Seekers placed with a Central Government Contracting Authority, under this Agreement.</p> <p>(iii) The Parties agree that for the fulfilment of Framework Schedule 1 (Specification) Clause 11.2 it is sufficient where the Supplier will show the Charges and hours worked on each invoice issued.</p> <p>(iv) Cl. 12.2 – 12.4 of Framework Schedule 1 (Specification) shall be replaced with the below:</p> <p>12.2. Suppliers that are Employment Businesses can charge Transfer Fees as long as, during or following the most recent Assignment of the relevant Temporary Work-Seeker, the Contracting Authority has first been given the option by the Supplier, to have that Temporary Work-Seeker supplied by the Supplier for a further period of eighteen (18) full weeks from when the Contracting Authority provides notice in writing (“the Extended Hire Period”) and the Contracting Authority has not utilised this option.</p> <p>12.3. The Supplier cannot charge a Transfer Fee when an Assignment’s duration is twenty six (26) Working Weeks or more, providing the Contracting Authority has given the appropriate notice period (“the Extended Hire Period”) of at least eighteen (18) weeks.</p> <p>12.4. A Supplier of Temporary Work-Seekers can only charge Transfer Fees in accordance with paragraphs 12.9 to 12.12, where the transfer takes place within: Eight (8) weeks from the start of the first Assignment with the Contracting Authority; or if the Contracting Authority engages the Temporary Work-Seeker as a permanent employee or a Temporary Work-Seeker within the first eight (8) weeks of an Assignment.</p> <p>12.4.1 From week eight (8), the Contracting Authority may utilise the extended hire period of 18 weeks and no transfer fee will be payable.</p> <p>12.4.2. A Contracting Authority may provide the appropriate notice period</p>
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	<p>anytime up to the end of the eighth working week and take the Temporary Work-Seeker permanently without a Transfer Fee at the end of twenty six (26) Working Weeks. For example, if notice was given at week (six) 6, then the notice period would be twenty (20) weeks, taking it to the end of twenty six (26) working weeks.</p> <p>12.4.3 A Supplier of Temporary Work-Seekers can charge Transfer Fees in accordance with paragraphs 12.9 to 12.12, where the transfer takes place within Eight (8) weeks from the end of any Assignment with the Contracting Authority; or if the Contracting Authority engages the Temporary Work-Seeker as a permanent employee or a Temporary Work-Seeker within eight (8) weeks from the end of an Assignment.</p> <p>12.4.4 If a Contracting Authority wishes to engage the Temporary Work-Seeker as Fixed-Term Work-Seeker then the Supplier shall charge the fixed term Employment Agency fee in accordance with Framework Schedule 3 (Framework Prices) for the transfer to a fixed term engagement in addition to the Temporary Work-Seeker fee.</p> <p>(v) For the avoidance of doubt Joint Schedule 1 (Definitions) Clause 1.4 "Temporary Work-Seeker" shall apply "b) Any worker supplied to a Contracting Authority under this Framework Contract on a temporary basis, by a Supplier acting as an Employment Business, being a person who carries on business of their own account, through a limited company or otherwise and who works under supervision and direction of the Contracting Authority". Notwithstanding anything under this Agreement to the contrary, the manner in which a Temporary Work-Seeker engaged by the Supplier under a contract for services via a personal service company ("PSC"), provides the services during the Assignment, shall not be under or subject to the supervision, direction or control of the Contracting Authority or Supplier. For the avoidance of doubt, the Contracting Authority shall remain responsible for the PSC whilst on Assignment.</p> <p>(vi) The Parties acknowledge that for the purposes of the Data Protection</p>
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	<p>Legislation, under these Call Off Terms the Parties are independent Data Controllers of Personal Data. For the avoidance of doubt, Joint Schedule 11 Clauses 2 – 16 shall not apply.</p> <p>(vii) For the avoidance of doubt the Parties agree that Core Terms Clause 4.11 does not prevent the Supplier from raising genuine queries in relation to invoices or from working with CCS or the Contracting Authority to resolve invoicing issues.</p>
PART 4: PERFORMANCE OF THE SERVICES AND DELIVERABLES	
PART 4.1: KEY PERSONNEL OF THE SERVICE PROVIDER TO BE INVOLVED IN THE SERVICES AND DELIVERABLES:	N/A
PART 4.2: SUB-CONTRACTORS TO BE INVOLVED IN THE SERVICES AND DELIVERABLES:	N/A
PART 5: CONFIDENTIAL INFORMATION	
PART 5.1: THE FOLLOWING INFORMATION SHALL BE DEEMED COMMERCIAL SENSITIVE INFORMATION OR CONFIDENTIAL INFORMATION:	N/A

BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES to enter a legally binding contract with the Contracting Authority to provide to the Contracting Authority the Services specified in the Service Order Requirements set out in this Order Form incorporating the rights and obligations in the Call-Off Terms and Conditions set out in the Framework Contract between the Supplier and the Authority.

FOR AND ON BEHALF OF THE SUPPLIER:

	
Full Name:	
Job Title/Role:	Director
Date Signed:	28/09/22

FOR AND ON BEHALF OF THE CONTRACTING AUTHORITY:

DocuSigned by:



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Full Name:



Job Title/Role: Head of Category

Date Signed: 03/10/2022