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**The Provision of Executive Search Services to Government Recruitment Service, on behalf of DEFRA and the Office for Environmental Protection**

**To**

**Cabinet Office**

**From**

**GatenbySanderson Ltd**

Contract Reference: CChr20a56

Crown Commercial Service

Call Off Order Form

**FRAMEWORK SCHEDULE 4**

**CALL OFF ORDER FORM AND CALL OFF TERMS**

12/08/2013

PART 1 – CALL OFF ORDER FORM

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreementfor the provision of Permanent Recruitment Solutions dated 13th November 2018.

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.

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| Order Number | **CCHR20A56** |
| From | **Cabinet Office**  **("CUSTOMER")** |
| To | **GatenbySanderson Ltd**  **("SUPPLIER")** |

SECTION B

1. call off contract period

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|  | **Commencement Date**: 22nd June 2021 |
|  | **Expiry Date**:  End date of Period 21st June 2022 |

1. Services

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| 2.1. | **Services required**:  In Call Off Schedule 2 ( Services) |

1. Implementation Plan

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| **3.1.** | **Implementation Plan**:  As outlined in the Key Milestones In Call Off Schedule 2 (Services) section 7 – Statement of Requirements. |

1. contract performance

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| **4.1.** | **Standards**:  Suppliers may be REC (the Recruitment & Employment Confederation) accredited, but it is not a formal requirement. |
| **4.2** | **Service Levels**:  As outlined in the Service Levels and Performance In Call Off Schedule 2 (Services) section 15 of the – Statement of Requirements.  **Customer periodic reviews of Service Levels** (Clause 13.7.1 of the Call Off Terms):  Not applied |
| **4.3** | **Critical Service Level Failure**:  Not applied |
| **4.4** | **Performance Monitoring:**  In Call Off Schedule 2 (Services) section 15 of – Statement of Requirements. |
| **4.5** | **Period for providing Rectification Plan:**  In Clause 38.2.1(a) of the Call Off Terms |

1. personnel

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| **5.1** | **Key Personnel**:  No specific key personnel named. |
| **5.2** | **Relevant Convictions**:  In Clause 27.2 of the Call Off Terms |

1. PAYMENT

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| **6.1** | **Call Off Contract Charges** (including any applicable discount(s), but excluding VAT):  Please see Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)  *The total Contract Value is* £[Redacted] Ex-Vat |
| **6.2** | **Payment terms/profile** (including method of payment e.g. Government Procurement Card (GPC) or BACS):  In Call Off Schedule 2 (Services) section 17 of– Statement of Requirements   * Capped cost paid at milestones * 25% placement of advert * 25% Acceptance of shortlist * 50% Successful Placement of worker * Rebate 50% of fee if candidate leaves within 6 months. * Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables. * Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs. * Invoices should be submitted to: Judith.howe@cabinetoffice.gov.uk |
| **6.3** | **Reimbursable Expenses**:  Not permitted  It is not expected that there will be travel during this contract. However, if there is any travel required to areas outside of the main base location, this will be in line with department travel and expenses policy. |
| **6.4** | **Customer billing address** (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  Invoices should be submitted to:  Cabinet Office [Redacted]  [Redacted]  [Redacted] |
| **6.5** | **Call Off Contract Charges fixed for** (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  The duration of the contract term. |
| **6.6** | **Supplier periodic assessment of Call Off Contract Charges** (paragraph 9.2 ofCall Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing))will be carried out on:  Not applicable |
| **6.7** | **Supplier request for increase in the Call Off Contract Charges** (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  Not Permitted |

1. LIABILITY and insurance

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| **7.1** | **Estimated Year 1 Call Off Contract Charges**:  The sum of £[Redacted] (ex VAT) |
| **7.2** | **Supplier’s limitation of Liability** (Clause 36.2.1 of the Call Off Terms);  In Clause 36.2.1 of the Call Off Terms |
| **7.3** | **Insurance** (Clause 37.3 of the Call Off Terms):  The Supplier’s standard business insurance shall apply. |

1. TERMINATION and exit

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| **8.1** | **Termination on material Default** (Clause 41.2.1(c) of the Call Off Terms)):  In Clause 42.2.1(c) of the Call Off Terms |
| **8.2** | **Termination without cause notice period** (Clause 41.7.1**.** of the Call Off Terms):  In Clause 41.7.1 of the Call Off Terms |
| **8.3** | **Undisputed Sums Limit**:  In Clause 42.1.1 of the Call Off Terms |
| **8.4** | **Exit Management:**  In Call Off Schedule 9 (Exit Management) |

1. supplier information

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| **9.1** | **Supplier's inspection of Sites, Customer Property and Customer Assets:**  Not applicable |
| **9.2** | **Commercially Sensitive Information**:  No specific commercially sensitive information provided. |

1. OTHER CALL OFF REQUIREMENTS

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| **10.1** | **Recitals** (in preamble to the Call Off Terms):  Recitals B to E  Recital C - date of issue of the Statement of Requirements:18.01.2020  Recital D - date of receipt of Call Off Tender:29.01.2020 |
| **10.2** | **Call Off Guarantee (Clause 4 of the Call Off Terms):**  Not required |
| **10.3** | **Security**:  Short form security requirements |
| **10.4** | **ICT Policy:**  Not applied |
| **10.5** | **Testing**:  Not applied |
| **10.6** | **Business Continuity & Disaster Recovery**:  In Call Off Schedule 8 (Business Continuity and Disaster Recovery)  **Disaster Period**:  For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be defined if required during the contract term. |
| 10.7 | Failure of Supplier Equipment (Clause 32.8 of the call off Terms:  Not applied |
| **10.8** | **Protection of Customer Data**  In Clause 34.2.3 of the Call Off Terms |
| **10.9** | **Notices** (Clause 55.6 of the Call Off Terms):  Customer’s postal address and email address:  [Redacted]  **To be confirmed following award**  Supplier’s postal address and email address:  GatenbySanderson Ltd  [Redacted] |
| **10.10** | **Transparency Reports**  In Call Off Schedule 13 (Transparency Reports) |
| **10.11** | **Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14):**  Not applicable |
| **10.12** | **Call Off Tender**:  In Schedule 15 (Call Off Tender) |

**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.**

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| **For and on behalf of the Supplier:** | |
| Name and Title | [Redacted] |
| Signature | [Redacted] |
| Date | 27/06/2021 |
| **For and on behalf of the Customer:** | |
| Name and Title | [Redacted] |
| Signature | [Redacted] |
| Date | 28/06/2021 |