

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables. It's issued under the Framework Contract with the reference number RM6288 for the provision of Workforce Solutions.

1	Contracting Parties	
1.1	CALL-OFF REFERENCE:	TIS0770
1.2	THE BUYER	The Insolvency Service
1.3	SERVICE RECIPIENTS	N/A
1.4	BUYER ADDRESS	16th Floor, 1 Westfield Avenue, Stratford, London, E20 1HZ
1.5	THE SUPPLIER:	Alexander Mann Solutions Ltd (AMS)
1.6	SUPPLIER ADDRESS:	60 London Wall, London EC2M 5TQ.
1.7	REGISTRATION NUMBER:	2073305
1.8	DUNS NUMBER:	29-870-1251

2	Call-Off Incorporated Terms and Order of Precedence
	<p>2.a For the avoidance of doubt, this Call Off Contract will apply to:</p> <p>2.a.1 subject to 2.a.2 below, all requisitions or extensions for contingent labour placed on or after the Call-Off Contract Commencement Date;</p> <p>2.a.2 all admin and clerical Workers and operational workers supplied by the Supplier's Key Subcontractor Brook Street (UK) Limited (together the "Brook Street Workers") from 21st July 2025 or such other date as agreed between the Parties in writing ("Brook Street Workers Transition Date"), regardless of requisition or extension dates;</p> <p>2.a.3 all RTD Request Forms received on or after the Call-Off Contract Commencement Date;</p> <p>2.a.4 All new SOW Delivery Orders received on or after the Call-Off Contract Commencement Date (save where otherwise agreed in writing with the Buyer).</p>

	<p>2.b The Call Off Contract between us dated 22nd August 2018 (Old Call Off Contract) will apply to:</p> <p>2.b.1 subject to 2.a.2 above all requisitions or extensions for contingent labour placed prior to the Call-Off Contract Commencement Date;</p> <p>2.b.2 all RTD Request Forms received prior to the Call-Off Contract Commencement Date;</p> <p>2.b.3 All new SOWs requests received prior to the Call-Off Contract Commencement Date (save where otherwise agreed in writing with the Buyer).</p>
2.1	<p>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:</p> <ol style="list-style-type: none"> 1. This Order Form including the Call-Off Special Terms as set out in Section 12. 2. Joint Schedule 1(Definitions and Interpretation) RM6288 3. Framework Special Terms (Annex 1 of the Framework Award Form) [4. The following Schedules in equal order of precedence:

2.2	Joint Schedules for RM6288	Joint Schedule 2 (Variation Form)
		Joint Schedule 3 (Insurance Requirements)
		Joint Schedule 4 (Commercially Sensitive Information)
		Joint Schedule 6 (Key Subcontractors)
		Joint Schedule 7 (Financial Difficulties)
		Joint Schedule 8 (Guarantee)
		Joint Schedule 9 (Not Used)
		Joint Schedule 10 (Rectification Plan)
		Joint Schedule 11 (Processing Data)
		Joint Schedule 12 (Supply Chain Visibility)
2.3	Call-Off	Call Off Schedule 1 (Transparency Reports)

	Schedules for RM6288	Call Off Schedule 2 (Staff Transfer)
		Call Off Schedule 3 (Continuous Improvement)
		Call Off Schedule 5 (Pricing Details)
		Call Off Schedule 6 (ICT Services)
		Call Off Schedule 7 (Key Supplier Staff)
		Call Off Schedule 8 (Business Continuity and Disaster Recovery)
		Call Off Schedule 9 (Security)
		Call Off Schedule 10 (Exit Management)
		Call Off Schedule 11 (Not Used)
		Call Off Schedule 12 (Not Used)
		Call Off Schedule 13 (Implementation Plan and Testing)
		Call Off Schedule 14 (Service Levels)
		Call Off Schedule 15 (Call-Off Contract Management)
		Call Off Schedule 16 (Benchmarking)
		Call Off Schedule 18 (Background Checks)
		Call Off Schedule 20 (Call-Off Specification)
		Call Off Schedule 24 (Corporate Resolution Planning)

2.4	Optional Call Off Schedules for RM6288		Applicable	Not Applicable
		Call-Off Schedule 4 (Call-Off Tender) where the Buyer has requested additional services over and above the Services, as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.		✓
		Call Off Schedule 17 (MOD Terms)		✓
		Call Off Schedule 19 (Scottish Law)		✓
		Call off Schedule 21 (Northern Ireland Law)		✓
		Call off Schedule 22 (Lease Terms)		✓
		Call Off Schedule 23 (HMRC Terms)		✓
2.5	CCS Core Terms (version 1.0)			
2.6	Joint Schedule 5 (Corporate Social Responsibility)			
2.7	Call Off Schedule 25 (Supplier Furnished Terms) NOT USED			
All amendments or additions to any aspect of any Call-Off Schedule, must be set out in the Special Terms section of the Call Off Order Form .				
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.				

3	Term The term of this Call Off Contract shall be from the Call Off Start Date until <ul style="list-style-type: none"> the Call Off Expiry Date or: 18 months after the expiry of the Framework Agreement; or where the Framework Agreement has been terminated earlier in accordance with the Framework Agreement, 18 months after the Framework Agreement has been deemed to terminate, whichever is the earlier.	
3.1	Call-Off Start Date:	2 nd July 2025
3.2	Call-Off Contract Commencement Date	2 nd July 2025 subject to change by the written agreement of the parties.
3.3	Call-Off Expiry Date*:	28 th February 2030
3.4	Call Off Initial Period	4 year 8 Months
3.5	Call Off Optional Extension Period	Till 5 th August 2031
3.6	Maximum Contract Value	£45,501,079.69 For the avoidance of the doubt, the Supplier shall not manage or track the Maximum Contract Value. The maximum contract value shall be tracked and managed by the Buyer and the Buyer shall be under an obligation not to place any orders over and above Maximum Contract Value. In the event that the Buyer places orders beyond the Maximum Contract Value, existing workers and/or new orders, the Buyer shall be liable to pay all Charges over and above the Maximum Contract Value for Services received."
* Subject to earlier termination of the Framework Agreement		

4	Service Lines and Call Off Deliverables The following Service Lines (as described in full in Call Off Schedule 20 (Specification)) are covered by this Order Form
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	For Call Off Deliverables, see details in Call-Off Schedule 20 (Call-Off Specification)	
	Service Line	Included within Call Off Requirements
4.1	Contingent Labour	✓
4.2	Statement of Works	✓
4.3	Recruit, Train, Deploy	✓
4.4	Resource Augmentation	✓
4.5	Permanent Recruitment	✓
4.6	Campaigns	✓
4.7	Overseas Workers	✓

5	Implementation or Transition Plan Existing Customers under RM6749 may require a Transition Plan. New Customers may request an Implementation Plan For the avoidance of doubt, where a Transition or Implementation Plan is required, the Buyer will be able to draw down the services referred to in the relevant plan, once any transition or implementation activities have been completed.	
5.1	Transition Plan	If a transition plan is required by the Buyer, a tailored plan should be agreed by the Parties and attached to this paragraph, as Appendix 1: Transition Plan
5.2	Implementation Plan	If an Implementation Plan is required by the Buyer, a tailored plan should be agreed by the Parties and attached to this paragraph, as Appendix 1: Implementation Plan

6	Call Off Charges See details in Call-Off Schedule 5 (Pricing Details)	
6.1	NHS Employment Checks	Recoverable as stated in the Call Off Schedule 5 (Pricing Details) with the exception of the cost of NHS worker health assessments which the Supplier may only recover from the Buyer if set out in the Special Terms in section 12 of this Call-Off Order Form. Details of the NHS Employments Checks Standards are located here: https://www.nhsemployers.org/recruitment/employment-

		standards-and-regulation.
6.2	Reimbursable Expenses	<p>Worker Expenses must be in line with the Buyer's Travel and Subsistence Policy</p> <p>The Buyer shall be responsible for managing any expenses claimed by the Worker and the Supplier shall process any expenses once approved by the Buyer within the VMS.</p>
6.3	Initial Blended Rate	For the purposes of Paragraph 2.2 of Annex 1 of Call Off Schedule 5 (Pricing Details) the Initial Blended Rate for ENIC for Operational and Admin and Clerical Workers is 12.61%
6.4	Payment Method	As per Annex 2 of Call Off Schedule 5 (Pricing Details).
6.5	Buyer's Invoice Address	payments@insolvency.gov.uk

7	Maximum Liability, Estimated Year 1 Contract Charges and Insurances MAXIMUM LIABILITY The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.	
7.1	Estimated Year 1 Charges used to calculate liability in the first Contract Year	£320,024
7.2	Additional Insurances	Not applicable

8	Authorised Representative and address for Notices	
8.1	Buyer's Authorised Representative	REDACTED Commercial Business Partner REDACTED 3 rd Floor, Cannon House. 18 The Priory Queensway, Birmingham B4 6FD
8.2	Supplier's Authorised	REDACTED Managing Director Client Services

	Representative	REDACTED 60 London Wall, London EC2M 5TQ
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9	Performance Review Meetings	
	Buyers can run reports in Fieldglass on a self-service basis and as a minimum, will have annual reviews with their named account lead.	
9.1	Supplier Contract Manager (see also Special Term 12.3)	REDACTED In the event that the Supplier wishes to vary the Supplier account lead, this can be done by an exchange of emails from the Supplier and Buyer's Authorised representatives and will not require a formal contract variation
9.2	Additional Performance Review Meetings	Buyer will have full access to the Performance dashboard reporting suite in Fieldglass In the event that the parties wish to vary the frequency of any Additional Performance Review Meetings, this can be done by an exchange of emails from the Supplier and Buyer's Authorised representatives and will not require a formal contract variation

10	Key Sub Contractors			
	Please note that Key Subcontractors are agreed at Framework Level by CCS. In the event of any changes to the Key Sub Contractors, CCS will inform all Buyers and a contract variation shall not be required.			
	Name	Registered address	Registration number	Role the key subcontractor will play in the delivery
10.1	SAP (UK) Limited	SAP (UK) Limited, Clockhouse Place, Feltham, TW14 8HD, England Head Offices: SAP SE Dietmar-Hopp-Allee 16 69190 Walldorf Germany	2152073	Provider of Framework wide Vendor Management System (SAP Fieldglass VMS (SaaS)).

10.2	Brook Street (UK) Limited	Capital Court, Windsor Street, Uxbridge, UB8 1AB	459637	Master Vendor for provision of Admin & Clerical, Operational and Volume Workers.
10.3	Giant Precision Limited	Fourth Floor, 90 High Holborn, London WC1V 6LJ	5075056	Payrolling & Employment of Non Agency PAYE Workers and Off Payroll Workers

11	Guarantee Not applicable
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12	Special Terms The following Special Terms are incorporated into this Call-Off Contract:	
12.1	Data Transfer and Processing and Consents:	<p><i>In reliance on the adequacy decisions made by the UK Government and the European Commission, the Parties agree the Supplier and its Subcontractors may transfer data within the EEA for the purposes of the provision of the Services and the Parties further agree that this Call Off Order Form constitutes prior written consent for such transfer and processing of personal data as required by Joint Schedule 11 (Processing Data), paragraph 6(d)</i></p> <p><i>Further, the Buyer acknowledges that the Supplier's Key Subcontractor, SAP (UK) Ltd operates as a global business that includes follow-the-sun support services. The Buyer accordingly consents to the transfer by SAP (UK) Ltd of data outside the UK/EEA. AMS confirms that SAP (UK) Ltd: i) relies on EU Standard Contractual Clauses and the UK Addendum; and ii) has conducted a UK GDPR compliant Transfer Risk Assessment in accordance with ICO Guidelines.</i></p>
12.1A	Government Data processing	For the purposes of paragraph 8.1 of Annex 1 of Call-Off Schedule 9 (Security) the Buyer authorises the Supplier's Key Subcontractor SAP (UK) Ltd to Process Government Data held within the VMS outside the UK and EU, as referenced at 12.1 above.

12.2	Details of Buyer Data Protection Officer	The contact details of the Relevant Authority's Data Protection Officer are: REDACTED		
12.3	Call Off Schedule 7 (Key Staff) The table in Annex 1 to Call Off Schedule 7 shall be replaced by	Call-Off Key Role	Call-Off Key Staff	Contact Details
		Contract Manager as defined in Call Off Schedule 15	REDACTED	REDACTED
	Optional Special Terms			
12.4	Data Transfer and Processing Consents: Optional Clause If Using Hays	NOT USED		
12.5	NHS Worker Health Assessments	NOT USED		
12.6	Removal of Service Levels	Service Levels are set out in Call Off Schedule 14		
12.7	Buyer specific obligations arising from its policies	NOT USED		
12.8	Other Call Off Schedules if relevant for example (Tender, Staff Transfer, Transparency plans)	In relation to Call Off Schedule 2 ("Staff Transfer"), at the point of award, it is agreed there are no Transferring Buyer Employees and no Transferring Former Supplier Employees in relation to Parts A, B, C and D.		
12.9	Service Recipients	Where a Service Recipient receives Services under the Call Off Contract, the Buyer shall be responsible for the acts or omissions of the Service Recipient as if they were the acts or omissions of the Buyer under the Call Off Contract. For the avoidance of doubt, the Buyer authorises the Supplier to accept instructions from the Service		

RM6288 Order Form

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		Recipients as if it were a direct instruction from the Buyer.		
12.10	Additional Specific Costs	<i>NOT USED</i>		
12.11	MOD DEFCONs - MOD only	DEFCON No	Version	Description
		<i>NOT USED</i>		

The Parties hereby acknowledge and agree that they have read the Call Off Order Form and all the Schedules referred to herein and by signing, agree to be bound by this Call Off Contract.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	REDACTED	Signature:	REDACTED
Name:	REDACTED	Name:	REDACTED
Role:	REDACTED	Role:	REDACTED
Date:	REDACTED	Date:	REDACTED

Annex 1: Transition or Implementation Plan

Transition Plan for the Brook Street's new commercials

Workstream	Key Deliverable	Owner	Timeline Start*	Timeline End
LEGAL	New Call off Order form signed by both parties	CA	Pre Project	Pre Project
	New sign up communicated to Brookstreet	PSR	Week 1	Week 1
PROJECT SET UP	Brook Street confirm transition date (within 5 days of CA signing)	BS	Week 1	Week 1
	Agree Transition date agreed with CA	PSR/CA	Week 1	Week 1
	Produce new Rate card with new commercials	BS	Week 1	Week 1
	CA sign off new Rate Card	CA	Week 1	Week 1
DATA	Brook Street to pull current worker data to apply new rates	BS	Week 2	Week 3
	Data file prepped to be loaded to FG	BS	Week 2	Week 3
	Data Live in FG by Friday of agreed Go live date - ready for Timesheets	BS	Week 2	Week 3
FINANCE	New PO's to be raised by CA where applicable	CA	Week 1	Week 3
	Ensure new rates have pulled through correctly for invoicing	PSR / BS	Week 3	Week 3
COMMS & CHANGE	Communication plan agreed (if required)	CA, BS, PSR	Week 1	Week 2
	Comms cascade to commence	CA	Week 2	Week 2
LAUNCH	New rates live in Fieldglass	BS	Week 2	Week 3
	New Rates live for Net New requirements	BS	Week 2	Week 3
2 weeks				
Go live - week 3				
*Subject to Brook Street confirmation of the Brook Street Transition Date				

Transition plan for implementing SOW and RTD Service Lines

Workstream	Key Deliverable	Owner (s)	Timeline Start	Timeline End
Commerical	Call off Agreement Signed	CA	Pre-Project	Pre-Project
Project Governance	Kick Off Meeting with Client	PSR	Week 1	Week 1
	Project Plan Signed off	PSR/CA	Week 2	Week 2
	Go / No Go Decision	PSR/CA	Week 4	Week 4
	Agree Hypercare Criteria	PSR/CA	Week 4	Week 5
Process & Workbook	Identify COOF Flowdowns	PSR	Week 2	Week 3
	Security Info tasks completed	PSR	Week 4	Week 4
	Review and sign off of workbook	PSR	Week 3	Week 4
	Process Sign Off	PSR / CA	Week 4	Week 4
	SOW Reporting Suite and Cadence agreed	PSR/CA	Week 5	Week 6
	User Pack signed off	CA	Week 5	Week 5
Finance & Invoicing	Agreed finance process documented	PSR	Week 4	Week 5
Supplier MGT	CA supply chain identified	CA	Week 2	Week 2
	Supplier Onboarding	PSR	Week 2	Week 6
Comms & Change	Confirm Comms Plan (Owners, reviews and sign off)	PSR/CA	Week 2	Week 2
	Training Plan agreed	PSR/CA	Week 2	Week 2
	Issue 'pre-go live' Comms and Training Materials	CA	Week 4	Week 4
	Issue User 'Go Live plus 1 week' comms	CA	Week 5	Week 5
Launch	Build SOW pipeline	PSR/CA	Week 7	Week 9
	Go Live	ALL	Week 7	Week 7
	Agree Communciations Plan for Future Roadmap	PSR/CA	Week 7	Week 9
Hypercare	Commence Hypercare	PSR	Week 7	Week 9
	Transition to BAU	PSR	Week 9	Week 9
6 weeks				
Go live - week 7				

Annex 2: MOD DEFCONS – Not Used

DEFCON No	Version	Description