**Framework Schedule 6 (Direct Award short order form template and Call-Off Schedules)**

**Order Form**

CALL-OFF REFERENCE: **61686142**

THE BUYER:

BUYER ADDRESS

THE SUPPLIER: RUSSELL REYNOLDS ASSOCIATES LTD

SUPPLIER ADDRESS:Almack House, 28 King Street, London, SW1Y 6QW.

REGISTRATION NUMBER:3258089

DUNS NUMBER: 543135206

SID4GOV ID: **Not Known**

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 27/10/2023

It’s issued under the Framework Contract with the reference number RM6290 for the provision of Executive & Non-Executive Recruitment Services.

CALL-OFF INCORPORATED TERMS

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:

1. This Order Form
2. Joint Schedule 1(Definitions and Interpretation) **RM6290**
3. The following Schedules in equal order of precedence:

* Joint Schedules for **RM6290**
  + 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 (Minimum Standards of Reliability)
  + Joint Schedule 10 (Rectification Plan)
  + Joint Schedule 11 (Processing Data)
  + Joint Schedule 12 (Supply Chain Visibility)
* Call-Off Schedules for **RM6290** 
  + Call-Off Schedule 1 (Transparency Reports)
  + 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 12 (Clustering)
  + 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 17 (MOD Terms)
  + Call-Off Schedule 18 (Background Checks)
  + Call-Off Schedule 19 (Scottish Law)
  + Call-Off Schedule 20 (Call-Off Specification)
  + Call-off Schedule 21 (Northern Ireland Law)
  + Call-Off Schedule 23 (HMRC Terms)

1. CCS Core Terms (version 3.0.11)
2. Joint Schedule 5 (Corporate Social Responsibility) **RM6290**

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.

CALL-OFF START DATE: **16/10/2023.**

CALL-OFF EXPIRY DATE: **28/02/2024**

GDPR POSITION

Independent Controller (default unless specified); or Controller to Processor; or Joint Controller

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

CALL-OFF DELIVERABLES

The current Dstl Board is performing well in its support of Dstl in addressing the challenge of the significant increase in demand for science and technology following the financial uplift to MOD’s investment in research and development. To meet these future challenges, it is essential that Dstl has a strong and resilient Board with expert and skilled non-executive members to provide robust support and challenge in areas such as skills, culture and digital and physical infrastructure as Dstl transforms.  
  
Given the size and scope of Dstl, the ARAC Chair will need to be someone with financial and risk and assurance experience in a comparable technological/scientific environment and ideally previous experience in chairing an ARAC or similar strategic-level board or committee.

CALL-OFF CHARGES

PAYMENT METHOD

Payment to be made through MOD CP&F tool.

**BUYER’S INVOICE ADDRESS:**

**BUYER’S AUTHORISED REPRESENTATIVE**

**SUPPLIER’S AUTHORISED REPRESENTATIVE**

**SUPPLIER’S CONTRACT MANAGER**

|  |  |  |  |
| --- | --- | --- | --- |
| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer:** | |
| Signature: |  | Signature: |  |
| Name: |  | Name: |  |
| Role: |  | Role: |  |
| Date: |  | Date: |  |

[**Buyer guidance:** execution by seal / deed where required by the Buyer].