Crown Commercial Service

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CCHR20A55 Call Off Order Form

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# FRAMEWORK SCHEDULE 4 CCHR20A55 CALL OFF ORDER FORM AND CALL OFF TERMS

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 Executive Search Services to Government Recruitment Service, on behalf of Medicines & Healthcare products Regulatory Agency (MHRA) 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.

|  |  |
| --- | --- |
| Order Number | CCHR20A55 |
| From | The Cabinet Office ("CUSTOMER") |
| To | IRG Advisors LLP trading as Odgers Berndtson ("SUPPLIER") |

## SECTION B

1. CALL OFF CONTRACT PERIOD

|  |  |
| --- | --- |
| 1.1. | Commencement Date:  Friday 27th November 2020 |
| 1.2. | Expiry Date:  End date of contract Period: Wednesday 26th May 2021  Minimum written notice to Supplier in respect of extension: Not applicable |

1. SERVICES

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

1. IMPLEMENTATION PLAN

|  |  |
| --- | --- |
| 3.1. | Implementation Plan:  Not applied |

1. CONTRACT PERFORMANCE

|  |  |
| --- | --- |
| 4.1. | Standards:  Please refer to Annex 1 The Services of Contract Schedule 2 |
| 4.2 | Service Levels:  Please refer to Annex 1 The Services of Contract Schedule 2  Customer periodic reviews of Service Levels (Clause 13.7.1 of the Call Off Terms):  Please refer to Annex 1 The Services of Contract Schedule 2 |
| 4.3 | Critical Service Level Failure:  Not applied |
| 4.4 | Performance Monitoring:  Please refer to Annex 1 The Services of Contract Schedule 2 |
| 4.5 | Period for providing Rectification Plan:  In Clause 38.2.1(a) of the Call Off Terms |

1. PERSONNEL

|  |  |
| --- | --- |
| 5.1 | Key Personnel – The Cabinet Office  REDACTED TEXT |
|  | Key Personnel – IRG Advisors LLP trading as Odgers Berndtson  REDACTED TEXT |
| 5.2 | Relevant Convictions (Clause 27.2 of the Call Off Terms):  Not Applicable |

1. PAYMENT

|  |  |
| --- | --- |
| 6.1 | Call Off Contract Charges (including any applicable discount(s), but excluding VAT):  In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and invoicing) |
| 6.2 | Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):  Not Applicable |
| 6.3 | Reimbursable Expenses: |
|  | Permitted in line with the Statement of Requirement |
| 6.4 | Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract  Charges, Payment and Invoicing)): Cabinet Office, 70 Whitehall, Westminster, London, SW1A 2AS |
| 6.5 | Call Off Contract Charges fixed:  From Friday 27th November 2020 until Wednesday 26th May 2021. There is no option to extend this Contract. |
| 6.6 | Supplier periodic assessment of Call Off Contract Charges  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

|  |  |
| --- | --- |
| 7.1 | Estimated Year 1 Call Off Contract Charges:  In Clause 36.2.1 of the Call Off Terms |
| 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  See Clause 37 of the Call Off Terms |

1. TERMINATION AND EXIT

|  |  |
| --- | --- |
| 8.1 | Termination on material Default (Clause 41.2.1(c) of the Call Off Terms)):  In Clause 41.2.1(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:  Not applied |

1. SUPPLIER INFORMATION

|  |  |
| --- | --- |
| 9.1 | Supplier's inspection of Sites, Customer Property and Customer Assets:  Not Applied |
| 9.2 | Commercially Sensitive Information:  See Clause 34.4.8. |

1. OTHER CALL OFF REQUIREMENTS

|  |  |
| --- | --- |
| 10.1 | Recitals (in preamble to the Call Off Terms):  Recitals B to E  Recital C - date of issue of the Statement of Requirements: Wednesday 28th October 2020  Recital D - date of receipt of Call Off Tender: Wednesday 11th November 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:  Not applied |
| 10.7 | Failure of Supplier Equipment (Clause 32.8 of the call off Terms:  Not applied |
| 10.8 | Protection of Customer Data  See Clause 34.2.3 of the Call Off Terms – For the purposes of this contract each party is identified as independent data controllers. |
| 10.9 | Notices (Clause 55.6 of the Call Off Terms):  Customer’s postal address and email address: Cabinet Office, 70 Whitehall, Westminster, London, SW1A 2AS  Supplier’s postal address and email address: IRG Advisors LLP trading as Odgers Berndtson 20 Cannon Street, London, EC4M 6XD, |
| 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.

For and on behalf of the Supplier:

|  |  |
| --- | --- |
| Name and Title | REDACTED TEXT |
| Signature | REDACTED TEXT |
| Date | 27/11/2020 |

For and on behalf of the Customer:

|  |  |
| --- | --- |
| Name and Title | REDACTED TEXT |
| Signature | REDACTED TEXT |
| Date | 26/11/2020 |