

Crown Commercial Service

Call Off Order Form

FRAMEWORK SCHEDULE 4

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 Agreement for the provision of RM6002 – **Permanent Recruitment Solutions** dated 13/11/2018.

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 | CS21243 |
| From | The Department for Business, Energy and Industrial Strategy, 1 Victoria Street, London, SW1E 0 ET ("CUSTOMER") |
| To | Saxton Bampfylde Hever Ltd, 9 Savoy Street, London, WC2E 7EG ("SUPPLIER") |

SECTION B

1. CALL OFF CONTRACT PERIOD

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| 1.1. | Commencement Date: 20th May 2021 |
| 1.2. | Expiry Date: End date of Initial Period 1st November 2021 |

2. SERVICES

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| 2.1 | Services required: <u>ARIA CEO and Chair Recruitment – Executive Search Tender Specification</u> <u>[Statement of Requirements]</u> Background – The Advanced Research and Invention Agency The 2019 manifesto, and subsequently the BEIS R&D Roadmap and SR20, committed to establish a “ <i>new high-risk, high-reward science and research funding body, modelled on the US Advanced Research Projects Agency (ARPA)</i> ”, with an initial budget of £800m. The Bill to establish the UK’s Advanced Research and Invention Agency (ARIA) has recently passed second reading in the House of Commons and will likely gain Royal Assent by October 2021. ARIA’s mission is to pursue high-risk, high-payoff research in breakthrough technologies that create a strategic advantage for the |
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United Kingdom or bring long-term prosperity to its citizens. We strongly encourage prospective contractors to read more about ARIA in our [statement of policy intent](#).¹

We are looking for ARIA's first CEO and Chair. These individuals will set the tone, vision, and strategic plan of ARIA; finalise the Framework Agreement between BEIS and ARIA; and hire key personnel. With this front-loading of key responsibilities, we have deemed it inappropriate to settle for interim personnel in the short term. For start dates to coincide with the passing of the ARIA Bill, we will begin our search for ARIA's first CEO and Chair in Early May.

The CEO Position

In shaping the research, culture, and setup of ARIA, the first CEO will have a significant effect on the technological and strategic capabilities of the UK over the course of generations. They will establish the philosophies, working styles, and cultural norms that make ARIA the most effective high-risk, strategic research agency in the United Kingdom. They will recruit the first cohort of Programme Managers, enable them to launch the first programmes, sign the first research partnerships, and help define the strategic advantages the programmes aim for. They will position ARIA as a distinctive part of the UK's research funding landscape that complements and expands the UK's funding capability.

They will report to the Chair of the Board of ARIA. They will set ARIA's direction and manage its budget and resources to realise their vision, including signing off accounts, reporting to parliament when required as Accounting Officer. We expect the first CEO to be appointed for a term of 5 years.

We are looking for a world class talent with experience of the R&D process; a respected team leader who can spot and empower extraordinary technical talent; someone who values the scientific details of unproven technology as much as the strategic value it provides, and how to take it to the real-world. We want a highly flexible mindset, able to promote new ideas.

In addition, the winning candidate must have an uncompromising sense of urgency, mission, risk-taking, and trust; the belief that "impossible" is usually false, even if it involves transforming our fundamental understanding of the world. They must have the audacity to ignore incremental research.

Essential Criteria

- Experience of conducting, or investing in, ambitious, high-risk-high-payoff research and technology development, whether in academia or otherwise;
- Ability to provide inspiring leadership and effective recruitment of high-performance teams of technically brilliant people;
- Understanding of the frontier-of-the-frontier of technical fields, whether through a PhD & track record of exemplary research or otherwise;
- The ability to motivate innovative research with ARIA's long-term strategic priorities;

¹ <https://www.gov.uk/government/publications/advanced-research-and-invention-agency-aria-statement-of-policy-intent/advanced-research-and-invention-agency-aria-policy-statement>

- An understanding of the cultural factors that have made ARPA-like agencies successful;
- Some experience or innovative suggestions for how to reach talent that the usual system doesn't often find.

Desirable

- Experience at or with already-existing elite, high-risk high-payoff applied research labs;
- Experience establishing partnerships with private, public, and non-profit research and development laboratories;
- A record of ideating unusual, cross-disciplinary, technically sophisticated ideas that were undervalued when begun but later deemed visionary.

This position is full time, and the salary is to be determined.

Bidders are to be advised that this is a proposed job specification and will be further discussed / confirmed with the successful bidder.

The estimated time for the appointment to be in place is 30th October 2021

The Chair Position

The Chair is a key figurehead for ARIA and will be integral to shaping the new organisation and ensuring its success and the UK's continued leadership globally on research and innovation. They will work with the CEO and the Board, leading ARIA in pursuit of its objectives. The Chair acts as custodian for ARIA's mission and objectives and is responsible for supporting overall direction and management, ensuring that the Board takes an effective governance role.

The right candidate will be an experienced board member, with a good understanding of governance and other governing body management issues such as compliance and probity as these relate to a publicly funded organisation. They will be an inquisitive and intuitive thinker with the ability to remain objective in scrutinising ARIA's executive and holding it to account. They will be able to balance the competing and conflicting strategic pressures from central Government, inside ARIA, and from external stakeholders.

Essential criteria

- The ability to empower, unblock and support a leadership in their aims, providing challenge where necessary.
- Engage credibly with the breadth of stakeholders at senior level, including Ministers and senior officials within Government;
- Ability to Chair the Board of a substantial organisation and ability to develop and drive forward strategic direction;
- Exercise judgement across a broad spectrum of policy and high-level management issues and deal with complex and difficult discussions with diplomacy and resolve;

- Excellent communication and interpersonal skills coupled with a strong intellect and negotiation and influencing capability across a range of stakeholders;
- Promotes an inclusive and ambitious culture appropriate for a dynamic, flexible and innovative body.
- Ability to provide constructive challenge to the ARIA Executive and to drive forward change in behaviour and practice across the organisation, acting in line with the Principles of Public Life.

Desirable

- Experience in public or private sector R&D funding.

This position is part time, with a commitment of approximately 2 days per week, and the salary is to be approximately £150,000 pro rata.

Bidders are to be advised that this is a proposed job specification and will be further discussed / confirmed with the successful bidder.

The estimated time for the appointment to be in place is 30th October 2021

High-Level Requirements

The Supplier shall fulfil the following Service Requirements:

- Conduct executive search services for candidates to apply to the ARIA CEO and Chair positions, in accordance with the RM6002 Specification for Lot 6 <https://www.crowncommercial.gov.uk/agreements/RM6002>, primarily, this will include: identifying experienced candidates with relevant qualifications, against the job descriptions above. Advise and assist BEIS in aspects of the recruitment process including salary negotiation, interview format, and notice period negotiation.
- Ensure the search is international and UK focussed, identifying candidates who would be willing to locate in the UK (location TBC). We expect at a minimum that bidders will demonstrate they hold networks or channels for engaging a significant talent pool in the UK, EU, and North America, though presence in other regions are also valuable.
- Ensure best efforts are made for diversity of candidate backgrounds.
- Agree with BEIS a process for allowing Government to feed in its own candidate recommendations to ensure fair and coordinated treatment of all candidates.
- Allow regular opportunities for ministerial input on candidates, according to a process to be agreed with BEIS.

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| | <ul style="list-style-type: none"> - Bidders are to be advised that BEIS Officials will take full responsibility for reviewing all applications made. A process will be discussed at the earliest instance. <p>Reporting Requirements:</p> <ul style="list-style-type: none"> - Suppliers to provide twice weekly updates to the BEIS ARIA delivery team via MS Teams. - Suppliers may be asked to present findings to senior audiences on an ad-hoc basis, including to BEIS Ministers. <p>Payment</p> <p>Milestone Payments shall be made upon completion of the following:</p> <p>Stage 1 - 25% of fee paid upon placement of advert</p> <p>Stage 2 - 25% of fee paid once longlist signed off by customer</p> <p>Stage 3 - 50% of fee paid upon appointment and acceptance of candidate</p> |
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3. IMPLEMENTATION PLAN

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| 3.1. | <p>Implementation Plan:</p> <p>The Supplier shall provide the Customer with a draft Implementation Plan for Approval within 5 Working Days from the Call Off Commencement Date</p> |
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4. CONTRACT PERFORMANCE

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| 4.1. | <p>Standards:</p> <p>See clause 11 – Standards and Quality in Call-Off Ts&Cs</p> |
| 4.2 | <p>Service Levels:</p> <p>See clause 13</p> |
| 4.3 | <p>Critical Service Level Failure:</p> <p>Not applied</p> |
| 4.4 | <p>Performance Monitoring:</p> <p>(In Part B of Call Off Schedule 6 (Service Levels and Performance Monitoring))</p> |
| 4.5 | <p>Period for providing Rectification Plan:</p> <p>In Clause 38.2.1(a) of the Call Off Terms</p> |

5. PERSONNEL

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| 5.1 | Key Personnel: REDACTED – BEIS REDACTED – BEIS REDACTED – BEIS REDACTED – Saxton Bampfylde REDACTED – Saxton Bampfylde REDACTED – Saxton Bampfylde |
| 5.2 | Relevant Convictions (Clause 27.2 of the Call Off Terms): |

6. PAYMENT

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| 6.1 | Call Off Contract Charges (including any applicable discount(s), but excluding VAT): The total contract value shall not exceed £69,000.00 excluding VAT. Charges to be in alignment with Appendix 1 – AW5.2 Price Schedule |
| 6.2 | Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): Milestone Payments shall be made upon completion of: Stage 1 - 25% of fee paid upon placement of advert Stage 2 - 25% of fee paid once longlist signed off by customer Stage 3 - 50% of fee paid upon appointment and acceptance of candidate Payments shall be made via BACS upon receipt of invoice and Purchase Order. Payments are subject to approval by The Department for Business, Energy and Industrial Strategy. Charges to be in alignment with Appendix 1 – AW5.2 Price Schedule |
| 6.3 | Reimbursable Expenses: Not permitted |
| 6.4 | Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): The Department for Business, Energy and Industrial Strategy, C/O UK SBS Queensway House, West Precinct, Billingham, TS23 2NF or email finance@services.uksbs.co.uk |
| 6.5 | Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Call Off Contract charges fixed for duration of contract |
| 6.6 | Supplier periodic assessment of Call Off Contract Charges (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on: |

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| | Not Used |
| 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 |

7. LIABILITY AND INSURANCE

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| 7.1 | Estimated Year 1 Call Off Contract Charges: The sum of £69,000.00 excluding VAT |
| 7.2 | Supplier's limitation of Liability As per Clause 36.2.1 of the Call Off Terms; |
| 7.3 | Insurance: (See Clause 37.3 of the Call Off Terms) |

8. 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: Not applied |

9. SUPPLIER INFORMATION

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| 9.1 | Supplier's inspection of Sites, Customer Property and Customer Assets: N/A |
| 9.2 | Commercially Sensitive Information: N/A |

10. OTHER CALL OFF REQUIREMENTS

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| 10.1 | <p>Recitals (in preamble to the Call Off Terms):</p> <p>Recitals B to E</p> <p>Recital C - date of issue of the Statement of Requirements: 19/04/2021</p> <p>Recital D - date of receipt of Call Off Tender: 28/04/2021</p> |
| 10.2 | <p>Call Off Guarantee (Clause 4 of the Call Off Terms):</p> <p>Not required</p> |
| 10.3 | <p>Security:</p> <p>Short form security requirements as per call off Schedule 7</p> |
| 10.4 | <p>ICT Policy:</p> <p>Not applied</p> |
| 10.5 | <p>Testing:</p> <p>Not applied</p> |
| 10.6 | <p>Business Continuity & Disaster Recovery:</p> <p>Not applied</p> |
| 10.7 | <p>Failure of Supplier Equipment:</p> <p>Clause 32.8 of the call off Terms</p> |
| 10.8 | <p>Protection of Customer Data:</p> <p>Clause 34.2.3 of the Call Off Terms</p> |
| 10.9 | <p>Notices (Clause 55.6 of the Call Off Terms):</p> <p>Customer's postal address and email address: The Department for Business, Energy and Industrial Strategy, 1 Victoria Street, London, SW1E 0 ET email: coreservices@uksbs.co.uk</p> <p>Supplier's postal address and email address: Saxton Bampfylde Hever Ltd, 9 Savoy Street, London, WC2E 7EG email: REDACTED</p> |
| 10.10 | <p>Transparency Reports</p> <p>In Call Off Schedule 13 (Transparency Reports)</p> |

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| 10.11 | Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14): Not used |
| 10.12 | Call Off Tender: REDACTED |

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:

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| Name and Title | REDACTED |
| Signature | REDACTED |
| Date | |

For and on behalf of the Customer:

| | |
|----------------|-----------------|
| Name and Title | REDACTED |
| Signature | REDACTED |
| Date | |

Appendix 1 – AW5.2 Price Schedule

REDACTED

CALL OFF SCHEDULE 16: DATA PROCESSING

1. Only the Relevant Authority can decide what processing of Personal Data a Supplier can do under a Contract and must specify it for each Contract using the template in Annex 1 (Authorised Processing) to this Schedule.

2. The Supplier must only process Personal Data if authorised to do so in Annex 1 (Authorised Processing) by the Relevant Authority. Any further written instructions relating to the processing of Personal Data are incorporated into Annex 1 to this Schedule.

3. The Supplier must give all reasonable assistance to the Relevant Authority in the preparation of any Data Protection Impact Assessment before starting any processing, including:

- a systematic description of the expected processing and its purpose
- the necessity and proportionality of the processing operations
- the risks to the rights and freedoms of Data Subjects
- the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data

4. The Supplier must notify the Relevant Authority immediately if it thinks the Relevant Authority's instructions breach the Data Protection Legislation.

5. The Supplier must put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Relevant Authority.

6. If lawful to notify the Relevant Authority, the Supplier must notify it if the Supplier is required to process Personal Data by Law promptly and before processing it.

7. The Supplier must take all reasonable steps to ensure the reliability and integrity of any Supplier Staff who have access to the Personal Data and ensure that they:

- are aware of and comply with the Supplier's duties under this Schedule
- are subject to appropriate confidentiality undertakings with the Supplier or any Subprocessor
- are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third Party unless directed in writing to do so by the Relevant Authority or as otherwise allowed by a Contract
- have undergone adequate training in the use, care, protection and handling of Personal Data

8. The Supplier must not transfer Personal Data outside of the EU unless all of the following are true:

- it has obtained prior written consent of the Relevant Authority

- the Relevant Authority has decided that there are Appropriate Safeguards
- the Data Subject has enforceable rights and effective legal remedies when transferred
- the Supplier meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred
- where the Supplier is not bound by Data Protection Legislation it must use its best endeavours to help the Relevant Authority meet its own obligations under Data Protection Legislation
- the Supplier complies with the Relevant Authority's reasonable prior instructions about the processing of the Personal Data.

9. The Supplier must notify the Relevant Authority immediately if it:

- receives a Data Subject Access Request (or purported Data Subject Access Request)
- receives a request to rectify, block or erase any Personal Data
- receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation
- receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract
- receives a request from any third Party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law
- becomes aware of a Data Loss Event

10. Any requirement to notify under Paragraph 9 includes the provision of further information to the Relevant Authority in stages as details become available.

11. The Supplier must promptly provide the Relevant Authority with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under Paragraph 9. This includes giving the Relevant Authority:

- full details and copies of the complaint, communication or request
- reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation
- any Personal Data it holds in relation to a Data Subject on request
- assistance that it requests following any Data Loss Event
- assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office

12. The Supplier must maintain full, accurate records and information to show it complies with this Schedule. This requirement does not apply where the Supplier employs fewer than 250 staff, unless either the Relevant Authority determines that the processing:

- is not occasional
- includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR
- is likely to result in a risk to the rights and freedoms of Data Subjects

13. The Supplier must appoint a Data Protection Officer responsible for observing its obligations in this Schedule and give CCS and each Buyer their contact details.

14. Before allowing any Subprocessor to process any Personal Data, the Supplier must:

- notify the Relevant Authority in writing of the intended Subprocessor and processing
- obtain the written consent of the Relevant Authority
- enter into a written contract with the Subprocessor so that this Schedule applies to the Subprocessor
- provide the Relevant Authority with any information about the Subprocessor that the Relevant Authority reasonably requires

15. The Supplier remains fully liable for all acts or omissions of any Subprocessor.

16. At any time the Relevant Authority can, with 30 Working Days notice to the Supplier, change this Schedule to:

- replace it with any applicable standard clauses (between the controller and processor) or similar terms forming part of an applicable certification scheme under GDPR Article 42
- ensure it complies with guidance issued by the Information Commissioner's Office

17. The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office.

Annex 1 Authorised Processing Template

1. The contract details of the Customer Data Protection Officer is:
dataprotection@beis.gov.uk.
2. The contract details of the Service Provider in relation to data protection queries is:
REDACTED
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

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| Contract Reference: | CS21243 |
| Date: | 20/05/2021 |
| Description Of Authorised Processing | Details |
| Identity of the Controller and Processor | The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement. |
| Use of Personal Data | Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities, |

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| Duration of the processing | For the duration of the Framework Contract plus 7 years. |
| Nature and purposes of the processing | Unsuccessful applicants may be contacted about future BEIS opportunities. BEIS will collect aggregated anonymous applicant Diversity statistics. |
| Type of Personal Data | <p>Full name</p> <p>Workplace address</p> <p>Workplace Phone Number</p> <p>Workplace email address</p> <p>Names</p> <p>Job Title</p> <p>Compensation</p> <p>Tenure Information</p> <p>Qualifications or Certifications</p> <p>Nationality</p> <p>Education & training history</p> <p>Previous work history</p> <p>Personal Interests</p> <p>References and referee details</p> <p>Driving license details</p> <p>National insurance number</p> <p>Bank statements</p> <p>Utility bills</p> <p>Job title or role</p> <p>Job application details</p> |

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|-----------------------------------|--|
| | <p>Start date</p> <p>End date & reason for termination</p> <p>Contract type</p> <p>Compensation data</p> <p>Photographic Facial Image</p> <p>Biometric data</p> <p>Birth certificates</p> <p>IP Address</p> <p>Details of physical and psychological health or medical condition</p> <p>Next of kin & emergency contact details</p> <p>Record of absence, time tracking & annual leave</p> |
| <p>Categories of Data Subject</p> | <p>Agency Recruits</p> <p>Contract managers of the parties</p> |