



Crown
Commercial
Service

PROVISION OF ANNUAL BENCHMARKING REPORT

TO

CIVIL SERVICE EMPLOYEE POLICY (CSEP)

FROM

KORN FERRY HAY GROUP LIMITED

CONTRACT REFERENCE: CCCC17B30

Blank Page

FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM AND CALL OFF TERMS FOR THE MANAGEMENT CONSULTANCY FRAMEWORK AGREEMENT (RM3745)

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 Annual Benchmarking Report for CSEP** dated 15th December 2017.

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	CCCC17B30
From	Civil Service Employee Policy (CSEP) ("CUSTOMER")
To	Korn Ferry Hay Group Limited ("SUPPLIER")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 15th December 2017
1.2.	Expiry Date: End date of Initial Period 20 th April 2018 End date of Extension Period 18 th May 2018 Minimum written notice to Supplier in respect of extension: 4 weeks

2. SERVICES

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

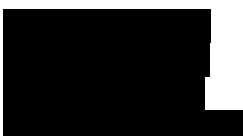
3. PROJECT PLAN

3.1.	Project Plan: In Call Off Schedule 4 (Project Plan)
------	---

4. CONTRACT PERFORMANCE

4.1.	Standards: <i>Appendix B section 12</i>
4.2	Service Levels/Service Credits: Not applied
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: <i>Appendix B section 15</i>
4.5	Period for providing Rectification Plan: In Clause In Clause 39.2.1(a) of the Call Off Terms of the Call Off Terms

5. PERSONNEL

5.1	Key Personnel: 
-----	--

5.2	Relevant Convictions (Clause Error! Reference source not found. of the Call Off Terms): Not Applied

6. 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): In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
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)): Cabinet Office, [REDACTED] [REDACTED] [REDACTED] email: [REDACTED]
6.5	Call Off Contract Charges fixed for (paragraph Error! Reference source not found. of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): 4 month Call Off Contract from the Call Off Commencement Date. Extension option of 2 month
6.6	Supplier periodic assessment of Call Off Contract Charges (paragraph Error! Reference source not found. of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on:

	Not Applied
6.7	Supplier request for increase in the Call Off Contract Charges (paragraph Error! Reference source not found. of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Not Permitted

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: £65,810.00 excluding VAT
7.2	Supplier's limitation of Liability (Clause Error! Reference source not found. of the Call Off Terms); In Clause Error! Reference source not found. of the Call Off Terms
7.3	Insurance (Clause 38.3 of the Call Off Terms)

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause Error! Reference source not found. of the Call Off Terms)); In Clause Error! Reference source not found. of the Call Off Terms
8.2	Termination without cause notice period (Clause Error! Reference source not found. of the Call Off Terms): In Clause Error! Reference source not found. of the Call Off Terms
8.3	Undisputed Sums Limit:

	In Clause Error! Reference source not found. of the Call Off Terms
8.4	Exit Management: Not applied

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not applied
9.2	Commercially Sensitive Information: The output of the Services will consist of our proprietary information which is both confidential and Commercially Sensitive Information being of significant value both to our competitors and other organisations who might otherwise pay significant fees to access it, including those within the public sector in the UK. The outputs will not be disclosed other than for the purposes they were provided as set out in our proposal without our prior written consent. No client limitation of liability shall apply in respect of this.

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recital A Recital C - date of issue of the Statement of Requirements: 21 st November 2017 Recital D - date of receipt of Call Off Tender: 24 th November 2017
10.2	Call Off Guarantee (Clause Error! Reference source not found. of the Call Off Terms): Not required
10.3	Security: Not applicable.
10.4	ICT Policy: Not applied
10.5	Testing:

	Not applied
10.6	Business Continuity & Disaster Recovery: Not applied Disaster Period: For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be 10 working days
10.7	NOT USED
10.8	Protection of Customer Data Not applicable” however email will be expected to be used to manage the project. Our email system is based on US servers an therefore CSEP gives the supplier its consent to use these servers (hosted on Microsoft Azure servers in the US and managed/controlled by our parent company Korn/Ferry International and its affiliates) in respect of any personal data incorporated into such email exchanges for the purposes of the Services only.
10.9	Notices (Clause Error! Reference source not found. of the Call Off Terms): <u>Customer’s postal address and email address:</u> Civil Service Employee Policy ██████████ ██████████ ██████████ ██████████ ██████████ ██████████████████████ <u>Supplier’s postal address and email address:</u> ██████████ Korn Ferry Hay Group Limited ██████████ ██████████████████ ██████████ ██████████ ██████████████████████
10.10	Transparency Reports Not applied

10.11	Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14 and if required, any Customer alternative pricing mechanism): <i>No additional clauses shall apply.</i>
10.12	Call Off Tender: In Schedule 15 (Call Off Tender)
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) No additional clauses shall apply.

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	<div>██████████</div> , Senior Client Partner and Market Leader of Public Sector in EMEA Korn Ferry Hay Group Limited
Signature	<div>██████████</div>
Date	12/01/18

For and on behalf of the Customer:

Name and Title	<div>██████████</div> (CSEP)
Signature	<div>██████████</div>
Date	15/1/2018