Crown Commercial Service

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Call Off Order Form

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**FRAMEWORK SCHEDULE 4**

**CALL OFF ORDER FORM AND CALL OFF TERMS**

12/08/2013

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 DSCIS Permanent Recruitment Solution dated **10 July 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 | **CCHR21A11** |
| From | **Ministry of Defence (MoD)****("CUSTOMER")***.*  |
| To | **REED Specialist Recruitment Ltd****("SUPPLIER")** |

SECTION B

1. call off contract period

|  |  |
| --- | --- |
|  | **Commencement Date**: Friday 24 September 2021 |
| * 1.
 | **Expiry Date**:End date of Initial Period **23 September 2022**End date of Extension Period **23 March 2023**Minimum written notice to Supplier in respect of extension: The Authority shall have the right to exercise the Option Period up to 3 months prior to the tasking completion date.The Authority shall not be obliged, or under any obligation, to exercise any of the Option Periods detailed.The Option Period of 6 months detailed in the pricing Schedule will be subject to a Firm Price not subject to variation. The Contractor hereby grants the Authority the irrevocable Option to purchase the above service in accordance with the Terms and Conditions set out in the Contract. |

1. Services

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| --- | --- |
| 2.1.  |  **Services required**: In Call Off Schedule 2 (Services) Annex 1 – The Services |

1. Implementation Plan

|  |  |
| --- | --- |
| **3.1.**  | **Implementation Plan**:Not Applied |

1. contract performance

|  |  |
| --- | --- |
| **4.1.**  | **Standards**:See Clause 11 (Standards) and the definition of Standards in Call Off Schedule 1 (Definitions). In Call Off Schedule 16 MOD DEFCONS AND DEFFORMS |
| **4.2** | **Service Levels**:In Annex 1 of Call Off Schedule 2 The Services.**Customer periodic reviews of Service Levels** (Clause 13.7.1 of the Call Off Terms):Not applied |
| **4.3** | **Critical Service Level Failure**:Not applied |
| **4.4** | **Performance Monitoring:** In Annex 1 of Call Off Schedule 2(The Services) |
| **4.5** | **Period for providing Rectification Plan:** In Clause 38.2.1(a) of the Call Off Terms |

1. personnel

|  |  |
| --- | --- |
| **5.1** | **Key Personnel**: **Ministry of Defence (MoD)**REDACTED**REED Specialist Recruitment Ltd**REDACTED |
| **5.2** | **Relevant Convictions** (Clause 27.2 of the Call Off Terms):See Clause 27.2 (Relevant Convictions) |

1. PAYMENT

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| --- | --- |
| **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)):REDACTEDInvoicing and payment is processed via the MOD e-payment platform CP&F.  |
| **6.5** | **Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):**The entirety of the Call Off 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** Not Permitted |

1. LIABILITY and insurance

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| --- | --- |
| **7.1** | **Estimated Year 1 Call Off Contract Charges**:The total contract value **excluding** any extensions (ex VAT) is £30,000.00. |
| **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** (Clause 37.3 of the Call Off Terms):Clause 37.3 of the Call Off Terms |

1. 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 **Error! Reference source not found.** 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 Applicable |
| **9.2** | **Commercially Sensitive Information**:The Suppliers breakdown of pricing and technical submission shall be deemed as Commercially Sensitive. |

1. OTHER CALL OFF REQUIREMENTS

|  |  |
| --- | --- |
| **10.1** | **Recitals** (in preamble to the Call Off Terms):Recitals B to ERecital C - date of issue of the Statement of Requirements: **9 August 2021** Recital D - date of receipt of Call Off Tender: **2 September 2021** |
| **10.2** | **Call Off Guarantee (Clause 4 of the Call Off Terms):**Not required |
| **10.3** | **Security**:Short form (paragraphs 1 to 5 of Schedule 7 (Security)) shall apply |
| **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** (Clause 34.2.3 of the Call Off Terms):The contactdetails of the Customer Data Protection Officer is:To be completed at Contract AwardThe contract details of the Service Provider in relation to data protection queries is:

|  |  |
| --- | --- |
| **Contract Reference:** | **CCHR21A11** |
| **Date:** | 24 September 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,  |
| Duration of the processing | For the duration of the Framework Contract plus 7 years.  |
| Nature and purposes of the processing | For recruitment purposes |
| Type of Personal Data | Full nameWorkplace addressWorkplace Phone Number Workplace email address Names Job TitleCompensationTenure Information

|  |
| --- |
| Qualifications or Certifications |
| Nationality |
| Education & training history |
| Previous work history |
| Personal Interests |
| References and referee details |
| Driving license details |
| National insurance number |
| Bank statements |
| Utility bills |
| Job title or role |
| Job application details |
| Start date |
| End date & reason for termination |
| Contract type |
| Compensation data |
| Photographic Facial Image |
| Birth certificates |
| Details of physical and psychological health or medical condition |
| Next of kin & emergency contact details |
| Record of absence, time tracking & annual leave |

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| Categories of Data Subject | Agency RecruitsContract managers of the parties   |

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| **10.9** | **Notices** (Clause 55.6 of the Call Off Terms):Customer’s postal address and email address:REDACTEDSupplier’s postal address and email address: REDACTED |
| **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 and Call Off Schedule 16):**In Call Off Schedule 14 (MoD Additional Clauses) and Call Off Schedule 16  |
| **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 |
| Signature | REDACTED |
| Date |  |
| **For and on behalf of the Customer:** |
| Name and Title | REDACTED |
| Signature | REDACTED |
| Date | 23 September 2021 |