

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 Recruitment for Public Appointments [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.

Order Number	CCHR21A06
From	HM Treasury (National Infrastructure Commission) ("CUSTOMER")
To	IRG Advisors LLP trading as Odgers Berndtson; Berwick Partners ("SUPPLIER")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 28 th May 2021
1.2.	Expiry Date: End date of Initial Period: 22 nd October 2021 End date of Extension Period: 17 th December 2021 Minimum written notice to Supplier in respect of extension: 2 weeks

2. SERVICES

2.1	Services required:	In Call Off Schedule 2 (Services) Annex 1 – The Services
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3. IMPLEMENTATION PLAN

3.1.	Implementation Plan:	Not applied
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4. CONTRACT PERFORMANCE

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

5. PERSONNEL

5.1	Key Personnel:	REDACTED
5.2	Relevant Convictions (Clause 27.2 of the Call Off Terms):	In Clause 27.2

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 Call Off Schedule 2 (Services) Annex 1 – The Services 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)):	REDACTED
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 (paragraph 9.2 of Call Off Schedule 3	Not applicable

	(Call Off Contract Charges, Payment and Invoicing)) will be carried out on:	
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

7.1	Estimated Year 1 Call Off Contract Charges:	The sum of £58,650.00 (excluding VAT)
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

8. TERMINATION AND EXIT

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

9. 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

10. 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: 30/04/2021
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		Recital D - date of receipt of Call Off Tender: 13/05/2021
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):	<p>The contact details of the Customer Data Protection Officer is:</p> <p>REDACTED</p> <p>The contract details of the Service Provider in relation to data protection queries is:</p> <p>REDACTED</p>

	Contract Reference:	CCHR21A06
	Date:	28/05/2021
	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,
	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 name Workplace address Workplace Phone Number Workplace email address Names Job Title Compensation Tenure Information Qualifications or Certifications Nationality Education & training history Previous work history Personal Interests References and referee details Driving license details National insurance number

		<p>Bank statements</p> <p>Utility bills</p> <p>Job title or role</p> <p>Job application details</p> <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>Birth certificates</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>
	Categories of Data Subject	<p>Agency Recruits</p> <p>Contract managers of the parties</p>
10.9	Notices (Clause 55.6 of the Call Off Terms):	<p>Customer's postal address and email address: REDACTED</p> <p>Supplier's postal address and email address: REDACTED</p>
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):	N/A
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	