

ORDER FORM COVER SHEET

This Order Form is labelled as and referred to in the Call-Off Terms and Conditions as Appendix 1. The Call-Off Terms and Conditions, which gives rise to this Order Form. This Order Form sets out the specific terms and conditions for an individual Project / Statement of Work.

The layout of this Order Form has been designed to improve visibility and clarity of the contracting process, retaining key components of Appendix 1 of the Call-Off Terms and Conditions which have been listed below for reference.

Order Form	Corresponding Clauses Call-Off Terms and Conditions	Explanation
1. Term and Duration	Clause 2	Insert dates as directed.
2. Services	Clauses 12	Insert information as directed.
3. Security and Vetting	Clause 13.2.7	Specific Customer requirements to be inserted as directed.
4. Amendments and Variations	Appendix 3 Clause 12.6 to Clause 12.9 Clause 36	This section incorporates the variations and/or supplements to the Call -off Contract as provided for in Appendix 3 of the Call-Off Terms and Conditions. This inclusion in the Order Form eliminates the need for a separate appendix to this Order Form. These amendments are included in this Order Form at the time of signing the Order Form.
5. Milestone Provisions	Clause 13.2.15 Appendix 2	This section incorporates the Prices for Services information that is required in terms of Appendix 2 of the Call-Off Terms and Conditions. This inclusion in the Order Form eliminates the need for a separate appendix to this Order. Insert payment, funding and milestones as directed.
6. Details of Permitted Processing	Clause 27 Appendix 5	This section incorporates the Data Protection Information required in relation to Appendix 5 to the Call-Off Terms and Conditions. This inclusion in the Order Form eliminates the need for a separate appendix to this Order Form. Complete the Table as directed.
7. Confidential Information	Clause 29	Customer to identify the information and insert such information as directed.
8. Construction Projects	NA	This has been inserted to ensure compliance with the provisions of the HGCR Act relating to payment and adjudication.
Addendum 1 Variation Form	Appendix 4	Changes to both the Call-Off Terms and Conditions and/ or the Order Form that are agreed post the execution of this Order Form will need to be set out in this Variation Form Appendix 1.

ORDER FORM

(Appendix 1 of the Call-Off Terms and Conditions)

FRAMEWORK AGREEMENT (001141)

Customer Name *Crown Prosecution Service*

C+ Practice Name *Services Procurement*

Project Title: *COF 019 PF Service Delivery Model*

Order Form Number: *COF 019 PF Service Delivery Model*

Call Off Terms & Conditions Execution Date: *04th of December 2023*

FROM:

Customer Name:	Crown Prosecution Service
Customer Address:	Crown Prosecution Service Foss House, Kings Pool 1-2 Peasholme Green York YO1 7PX United Kingdom
Invoice Address:	Crown Prosecution Service Reed Talent Solutions Ltd Academy Court, 94 Chancery Lane, London WC2A 1DT United Kingdom
Key Contact for Customer:	Redacted under FOI Act Section 40 Personal Information Redacted under FOI Act Section 40 Personal Information

TO:

MSP Name:	Reed Talent Solutions Limited (trading as Consultancy+)
MSP Address:	Academy Court 94 Chancery Lane London WC2A 1DT Company Registration Number: 11875450
MSP Delivery Team: (Names & Contact Details)	Redacted under FOI Act Section 40 Personal Information

1.	<p style="text-align: center;">TERM</p> <p style="text-align: center;"><i>Clause 2 (Initial Contract Period) of the Call-Off Terms and Conditions</i></p>	
1.1	Effective Date:	The Commencement Date of this Order Form is 01/09/2025 which is the date on which the supply of goods/services commenced.
1.2	Expiry Date:	The Expiry Date of this Order Form is 31/12/2025 which is the (date upon which the supply of services/goods has ended).
1.3	Contract Date:	The Contract Date of this Order Form is the date on which the Order Form is the date of the last signature of the parties.
1.4	Initial Contract Term:	Subject to Clause 2.1 (Initial Contract Term) of the YPO Call Off Terms & Conditions, the Parties agree that the terms and conditions of this Customer Order Form shall take effect from the Commencement Date stated herein.
1.5	YPO Variation	<p>Notice to the Customers who signed the YPO Call Off Terms & Conditions Prior February 2025:</p> <p>YPO issued a variation to the Call Off Terms and Conditions in February 2025. The varied clauses are as set out in Addendum 2 below. Please be aware that these clauses have legal effect and supersede previously stated clauses on the same subject matter, including those varied in accordance with Appendix 3 (Amendments and Variations).</p>

2.	<p style="text-align: center;">SERVICES</p> <p style="text-align: center;"><i>Clause 12 (Supply of the Services) of the Call-Off Terms and Conditions</i> <i>The MSP shall ensure that they meet or exceed the below Service Levels:</i></p>
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2.1 Overview of Service to be provided:

Overview of Services to be Delivered

1. Project Overview and Objectives

This outcome-based Statement of Work (SOW) outlines the requirements for external consultancy support to review and define an improved People Function Service Delivery Model (SDM) for the Crown Prosecution Service (CPS). The review will consider how services are delivered across the People Function, with the aim of improving clarity, efficiency, customer experience and alignment with CPS strategic objectives, while working within the existing structural framework.

Problem Statement

There is recognition within the People Function and from internal stakeholders that the current model of service delivery does not consistently meet expectations in terms of clarity, quality, efficiency, or responsiveness. Customers report unclear points of contact, inconsistent experiences, and duplicated or fragmented services. Internally, there is a lack of shared understanding of how teams connect to deliver value, with inefficiencies arising from blurred responsibilities. At the same time, the People Function is under resource pressure and must prioritise effectively. A streamlined and more collaborative service delivery model is, therefore, required.

2. Scope and Requirements

The consultancy support will deliver a light-touch but robust review of the current state, co-develop a future service delivery model, and provide an implementation roadmap. The scope covers the full People Function, with specific exclusions and interdependencies outlined in Section 4.

Deliverables

1. A current state assessment of the People Function’s service delivery, including structure, roles and responsibilities, processes, handoffs, and interdependencies.
2. A future state Service Delivery Model, setting out how services should be delivered to maximise efficiency, quality, customer experience, and alignment with strategic priorities.
3. A phased implementation roadmap, with defined milestones and resource implications.
4. Recommendations for changes to ways of working, interfaces, and service lines (not structural redesign unless found to be a major barrier).

3. Approach and Methodology

The successful supplier will:

- Engage with a tight range of internal stakeholders through interviews and workshops.
- Use OD&D /HR expertise to analyse current structures and practices.
- Ensure alignment with other transformation workstreams.
- Deliver actionable, outcome-focused recommendations.
- Ensure participation from all teams and provide routes for feedback and contribution.

4. Exclusions and Interdependencies

This project will focus on reviewing and improving the service delivery model across the People Function, with a particular emphasis on ways of working, interfaces with customers, and end-to-end service design. However, certain areas are explicitly excluded to avoid duplication of work already in progress elsewhere.

Exclusions:

The following areas are out of scope for this review:

- Learning Services internal processes and structures: Learning Services are currently undergoing implementation of a revised operating model. As such, this project will not revisit their internal service design. The review will, however, consider relevant interfaces with other parts of the People Function (e.g., governance, commissioning routes).
- HR Casework processes and system design: These will be defined by the ongoing HR Casework Transformation Programme. To avoid overlap, this project will not address casework service delivery structures or operational processes, although it will remain connected where dependencies exist.
- Structural redesign: The primary focus is on improving service delivery, not on organisational restructuring. Structural change will only be considered if current design is found to significantly impede effective service delivery. Any such recommendations would be escalated to People Function SLT for consideration.

Interdependencies:

This review will need to align with several interdependent projects to ensure coherence across the People Function and wider organisation. These include:

- HR Systems Strategy: This workstream is defining the future HR front-end interface for self-service and transactional services. The strategy is focused on driving self-service, automating administrative tasks, and improving recruitment and talent management systems. The service delivery model review must align with this strategy to ensure a joined-up user experience and efficient service design.
- HR Business Partnering Operating Model: This aims to refocus HR Business Partners away from lower-value transactional activity and towards strategic advisory roles. The service delivery model must support and enable this shift by clarifying responsibilities and interfaces across delivery teams.
- CPS Talent Strategy: Aligned to the Strategic Workforce Plan, the Talent Strategy promotes consistent approaches to identifying and developing talent, with a focus on leadership accountability and ownership of pipelines. This project must recognise these aims and ensure delivery models support effective talent management processes.
- Civil Service HR Functional Standards: The service delivery model must be informed by, and aligned to, these standards to ensure compliance with functional expectations and drive consistency across civil service HR functions.
- HR Assurance Mapping: This project is reviewing the current and desired future state of HR assurance activity. The service delivery model must align with these findings to ensure clear accountabilities for assurance across HR services.

5. Resource Model

The review will be led by an external senior consultant, supported by:

- Specialist external delivery resource
- A dedicated CPS People Function Level D lead (internal)

- Administrative resource for planning and coordination (internal)
- Teams across PF will be expected to contribute subject matter expertise through engagement activities.

6. Timeline and Milestones

The intended timeline is as follows:

- July/August 2025: Contract award and project mobilization.
- September 2025: Current state review complete.
- November 2025: Future state model and roadmap developed.
- December 2025: Handover and internal implementation preparation.

7. Commercial and Quality Considerations

Payment will be milestone-based. Proposals should include the following, align with civil service standards, and demonstrate value.

- Clear pricing breakdowns.
- Assumptions and dependencies.
- Relevant experience.
- Quality assurance mechanisms

<p>2.2</p>	<p>Deliverables and Milestones:</p> <p>Deliverables and Milestones:</p> <p>Phase 1: Mobilisation (Sept 2025, 2 weeks) Mobilisation Summary Report (MS PowerPoint deck) to confirm alignment and ensure readiness for current state review</p> <p>Phase 2: Discovery & Evaluation (Mid Sept-Oct 2025) Current State Report (MS PowerPoint), to include current processes, pain points and associated impact, all validated through stakeholder playback session, as well as recommendations for improvements.</p> <p>Phase 3: Future State Design & Roadmap (Oct–Nov 2025) A run book that details the future state, governance and process clarity, roles and responsibilities · Implementation roadmap with indicative sequencing, phasing, and prioritisation</p> <p>Phase 4: Handover & Implementation Preparation (December 2025) Completed handover workshops Provision of all necessary handover material (e.g. runbook, governance documentation).</p>
<p>2.3</p>	<p>Approval process for payment:</p> <p>Redacted under FOI Act Redacted under FOI Act Section 40 Personal Information</p>
<p>2.4</p>	<p>Escalation process for issues:</p> <p>Redacted under FOI Act Section 40 Personal Information</p>
<p>2.5</p>	<p>Roles and responsibilities of the Customer including contact details:</p> <p>Redacted under FOI Act Section 40 Personal Information</p>
<p>2.6</p>	<p>Roles and responsibilities of the Consulting Organisation/ Consultant Professional:</p> <p>Redacted under FOI Act Section 40 Personal Information as provider of services for roles outlined in 2.1 (Services)</p>
<p>2.7</p>	<p>Project/implementation plan:</p> <p>To be agreed as part of Phase 1 Mobilisation</p>

2.8	DEPENDENCIES	
2.8.1	As part of this Statement of Work, assumptions and dependencies have been identified. The Customer should ensure that these are understood and correct as they may impact the timeline and cost of the SoW once delivery has commenced.	
ID	Dependency	Impact & Proposed Actions
D1	Availability of dedicated Business Sponsor(s) to support regular checkpoint meetings with our Delivery Manager. Cadence to be defined at project initiation	(a) Ensures successful project kick off (b) Ensures effective communication throughout project (c) Enables effective risk and issue management
D2	Introduction of the Delivery team to relevant leadership, project stakeholders and client subject matter experts and their continued availability throughout the duration of the project	(a) Ensures progress aligns to expectations and needs of the business and that any inertia or scope ambiguity is mitigated (b) Ensure Consultancy+ can address needs quickly and effectively by communicating with the correct stakeholders. (c) Project delays if relevant stakeholders are not available or responsive during the project
D3	Availability of relevant business stakeholders, as required, to review progress of deliverables and agree acceptance/handover	Ensures project is proceeding in line with expectations and that milestones/deliverables are approved in a timely manner
D4	The commencement of project work is dependent on a fully executed Framework/Terms of Business, Statement of Work and receipt of a Purchase Order (pdf copy) covering the project value	(a) Ensures commercial agreement is in place before work commences (b) De-Risks delivery for all parties (c) Ensures timely payment of invoices and continued supply throughout the project period (d) Enables timely payment of suppliers
D5	Consultant access to client sites and systems as required to deliver the project.	Avoids unnecessary project delays
2.9	ASSUMPTIONS	
ID	Assumption	Impact & Proposed Actions
A1	Enduring support from client leadership and senior stakeholders throughout the duration of the project	Ensures adoption and collaboration comes from the top down and is impactful and effective.
A2	Access to client site(s), infrastructure, systems and information, as required to deliver the project, will be in place prior to project kick-off	Avoids unnecessary project delays

A3	The Consultancy+ Delivery team will retain autonomy to deliver this Statement of Work	Ensures effective progress is made on agreed deliverables
A4	Responsibility for IR35 will remain with:	Crown Prosecution Service

2.10	RISK
2.10.1	<p>Risks and Issues</p> <p>The following risks and issues were also identified as part of the scoping process. These are provided below along with:</p> <p>This review will need to align with several interdependent projects to ensure coherence across the People Function and wider organisation. These include:</p> <ul style="list-style-type: none"> • <u>HR Systems Strategy</u>: This workstream is defining the future HR front-end interface for self-service and transactional services. The strategy is focused on driving self-service, automating administrative tasks, and improving recruitment and talent management systems. The service delivery model review must align with this strategy to ensure a joined-up user experience and efficient service design. • <u>HR Business Partnering Operating Model</u>: This aims to refocus HR Business Partners away from lower-value transactional activity and towards strategic advisory roles. The service delivery model must support and enable this shift by clarifying responsibilities and interfaces across delivery teams. • <u>CPS Talent Strategy</u>: Aligned to the Strategic Workforce Plan, the Talent Strategy promotes consistent approaches to identifying and developing talent, with a focus on leadership accountability and ownership of pipelines. This project must recognise these aims and ensure delivery models support effective talent management processes. • <u>Civil Service HR Functional Standards</u>: The service delivery model must be informed by, and aligned to, these standards to ensure compliance with functional expectations and drive consistency across civil service HR functions. • <u>HR Assurance Mapping</u>: This project is reviewing the current and desired future state of HR assurance activity. The service delivery model must align with these findings to ensure clear accountabilities for assurance across HR services.

ID	Risk	Potential Impact	Mitigation
1	Limited availability of key stakeholders	Delays to discovery and design phases	Early stakeholder mapping and scheduling during mobilisation
2	Insufficient or inconsistent data	Gaps in diagnostic outputs	Use interviews and workshops to triangulate and validate insights
3	Internal change fatigue or low engagement	Resistance to proposed changes	Co-design approach, internal communications plan, senior sponsorship
4	Scope drift or misalignment of expectations	Inefficient delivery or rework	Phase-by-phase scoping and approvals through governance checkpoints
5	Decision Making Delays	Risk to timelines, particularly in later phases	Clear governance cadence; escalation process chaired by Governance Lead
6	Misalignment with other ongoing CPS initiatives	Risk of duplication, rework, or model incompatibility	Early cross-check with CPS portfolio leads; align timelines and messaging
R1	IR35 Does not Apply		

2.11	Base Location (if applicable): Resources shall work remotely unless requested to be on site by the project lead.
2.12	Name of the Consultant Professional/Consultant Organisation (if available): Redacted under FOI Act Section 40 Personal ID

3.	SECURITY AND VETTING <i>Clause 13.2.7 of the Call-Off Terms and Conditions</i> <i>Where the Customer has any specific or additional vetting requirements, the Customer shall inform the MSP in writing below:</i>
3.1	Disclosure Barring Service (DBS) and Baseline Personnel Security Standard (BPSS) CPS is covered by Article 3(a) of the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 and consequently applicants are required to disclose all convictions including spent convictions

<p>4.</p>	<p style="text-align: center;">AMENDMENTS TO THE CALL-OFF TERMS AND CONDITIONS</p> <p style="text-align: center;"><i>APPENDIX 3 of the Call-Off Terms and Conditions</i></p> <p style="text-align: center;"><i>Clause 7.4 (Order of Precedence) of the Call Off Terms and Conditions,</i></p> <p style="text-align: center;"><i>The Parties hereby agree to the following amendments of the Call-Off Terms and Conditions:</i></p>	
<p>4.1</p>	<p style="text-align: center;">LIABILITY, INDEMNITY AND INSURANCE</p> <p style="text-align: center;">Clause 41 has been amended as follows</p>	
	<p>41.3.</p>	<p>Subject always to Clause 41.4 and Clause 41.5, the liability of either Party for defaults shall be subject to the following financial limits:</p>
	<p>41.3.1.</p>	<p>the aggregate liability of either Party (whether in contract, tort including negligence, breach of statutory duty or howsoever arising) for all defaults resulting in direct loss of or damage to the property of the other under or in connection with the Contract shall in no event exceed 125% of the Project/Statement of Work Price and,</p>
	<p>41.3.2.</p>	<p>the annual aggregate liability under the Contract of either Party (whether in contract, tort including negligence, breach of statutory duty or howsoever arising) for all other defaults shall in no event exceed the greater of 125% of the Project/Statement of Work Price payable by the Customer to the MSP in the Year in which the liability arises</p>

MILESTONE PROVISIONS

5.

Clause 18 Project/Statement of Work Price of the Call-Off Terms and Conditions

Clause 19 Payment of the Call-Off Terms and Conditions

Appendix 2 of the Call-Off Terms and Conditions

5.1

PROJECT/STATEMENT OF WORK PRICE

Redacted under FOI Act Section 43 Commercial Interests

[Redacted]

[Redacted]

Redacted under FOI Act Section 43 Commercial Interests

[Redacted]

5.1.1

5.1.2

Any other pre-approved demonstrable additional costs or expenses the MSP may incur to enable it to provide the Services.

5.2

FUNDING

The Customer shall provide the details of any funding arrangements (if any) below:
N/A

5.3	PAYMENT	
Clause 13.2.16 has been amended to include the insertion of clause 13.2.16(a) to (d) as set out below.		
	FOR ZIVIO PAYMENTS	FOR XMS PAYMENTS
	(a) Where there is a dispute concerning the correct fees, the Customer shall ensure it informs the MSP within seven (7) days of the receipt of the Approval for Payment Notice and the Customer is here reminded that it is its obligation to ensure that the correct amount of the fees are approved, as once approval is confirmed, the MSP will not be liable for any mistakes in the amount approved or any delay in paying the Supplier including any overpayment as a result, and;	(a) Where there is a dispute concerning the correct fees, the Customer shall ensure it informs the MSP within two (2) days of the receipt of the timesheet(s), the Customer is here reminded that it is its obligation to ensure that the correct amount of the fees are approved, as once approval is confirmed, the MSP will not be liable for any mistakes in the amount approved or any delay in paying the Supplier including any overpayment as a result, and;
	(b) Delays in payment or any overpayment of the Supplier due to the foregoing circumstances shall in no event constitute a Material Default by the MSP or trigger a breach of contract or require the MSP to indemnify and hold harmless YPO or the Customer as a result of any failure by the MSP to pay any such invoices or taxation.	(b) Delays in payment or any overpayment of the Supplier due to the foregoing circumstances shall in no event constitute a Material Default by the MSP or trigger a breach of contract or require the MSP to indemnify and hold harmless YPO or the Customer as a result of any failure by the MSP to pay any such invoices or taxation.
5.4	INVOICING ARRANGEMENTS	
	FOR ZIVIO PAYMENTS	FOR XMS PAYMENT
5.4.1	The Customer shall within seven (7) days of the receipt of an Approval for Payment Notice from the MSP, review and approve the request for payment.	At the end of each week, the Consultant shall submit a 'timesheet' containing the number of days/hours worked during that week.
5.4.2	NOT USED	The Consultant shall submit timesheets to Consultancy+ using Reed's timesheet system (XMS). Consultancy+ will process the timesheet for payment by Consultancy+ following approval by the Customer.
5.4.3	Where the Customer delays approving a request for payment in accordance with section 5.4.1 above, the MSP in order to meet its obligation under clause 13.2.16 shall issue payment to the Consultant Professional or the Consultancy Organisation upon the expiration of the seven (7) days' Notice and the Customer here agrees to reimburse the MSP the sum paid to the Consultant Professional or the Consultancy Organisation including the MSP fee as stated on the invoice generated by Zivio in a timely manner.	The Customer shall within two (2) days of receipt of submitted timesheets from Consultancy+, approve or reject the request for payment of fees as stated on such submitted timesheet(s).
5.4.4	NOT USED	Following the approval of the submitted timesheet(s) by the Customer, the MSP will issue an invoice to the Customer for payment, which may also include the MSP fee.

	5.4.5	NOT USED	The Customer shall make payment to the MSP within the stipulated payment terms of the invoice.
	5.4.6	NOT USED	Where the Customer delays approving a timesheet for payment in accordance with section 5.4.1 above, the MSP in order to meet its obligation under clause 13.2.16 shall issue payment to the Consultant Professional upon the expiration of the two (2) days' Notice and the Customer here agrees to reimburse the MSP the sum paid to the Consultant Professional including the MSP fee as stated on the timesheet, in a timely manner.

5.5	PURCHASE ORDER REFERENCE
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Purchase Order Number: TBC

6	<p align="center">APPENDIX 5</p> <p align="center">DETAILS OF PERMITTED PROCESSING</p> <p align="center">Clause 27 of the Call-Off Terms and Conditions</p>
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6.1	Subject to Clause 27 Protection of Information (Data Protection) of the Call-Off Terms and Conditions the parties agree to following:	
6.1.1	Subject matter of the Processing	No personal data to be processed.
6.1.2	Duration of the Processing	No personal data to be processed.
6.1.3	Nature and purposes of the Processing	No personal data to be processed.
6.1.4	Type of Personal Data	No personal data to be processed.
6.1.5	Categories of Data Subject	No personal data to be processed.
6.1.6	Plan for return or destruction of Personal Data	No personal data to be processed.

7.	<p align="center">CONFIDENTIAL INFORMATION</p> <p align="center"><i>Clause 29 of the Call-Off Terms and Conditions</i></p>
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7.1	Information that shall be deemed Commercially Sensitive Information or Confidential Information is as set out in the table below.	
7.2	The Parties agree that the duration that the information shall be deemed Commercially Sensitive Information or Confidential Information is as set out below.	
	7.2.1	N/A
		N/A

8.	CONSTRUCTION PROJECTS
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To the extent that this Project / Order Form is deemed to be a Construction Contract within the meaning set out in section 104 of Housing Grants, Construction and Regeneration (HGCR) Act 1996, the Parties shall comply with the provisions of the HGCR Act relating to payment and adjudication.		
8.1	Due Date	The Due Date for approval shall be seven (7) days after the submission of an invoice by Consultancy Organisation.
8.2	Final Date	The Final Date for approval / rejection shall be fourteen (14) days after submission of an invoice from Consultancy Organisation in order to allow MSP to issue a payless notice on the 14th day.

BY SIGNING AND RETURNING THIS ORDER FORM THE MSP AGREES to enter a legally binding contract with the Customer to provide to the Customer the Services specified in this Order Form (together with where completed and applicable, the mini-competition order (additional requirements) set out in this Order Form) incorporating the rights and obligations in the Call-Off Terms and Conditions set out in the Framework Agreement entered into by the MSP and YPO on **[21/07/2023]**.

For and on behalf of the Customer:

Name	[Redacted]
[Redacted]	[Redacted]
[Redacted]	Redacted under FOI Act Section 40 Personal Information
[Redacted]	[Redacted]

[Redacted]

[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	Redacted under FOI Act Section 40 Personal Information
[Redacted]	[Redacted] 2025

[Redacted]

VARIATION FORM

(Appendix 4 of Call-Off Terms and Conditions)

Customer Name:	[INSERT]
C+ Practice Name:	[INSERT]
Project Title:	[INSERT]
Order Form Number:	[INSERT]

BETWEEN

[] ("the Customer")

and

Reed Talent Solutions Limited (trading as **Consultancy+**) incorporated and registered in England and Wales with company number 11875450 whose registered office is at Academy Court, 94 Chancery Lane, London, WC2A 1DT (**REED**) ("the MSP")

1.	Further to the signed Call-Off Terms and Conditions executed on [INSERT] and the Order Form executed on: [INSERT] the parties agree the following variation(s):
PLEASE NOTE THAT THE VARIATIONS BELOW ARE JUST FOR EXAMPLE AND YOU WILL BE REQUIRED TO DELETE THE SECTIONS WHICH ARE NOT APPLICABLE.	
1.1	<p>Example 1: TERMINATION</p> <p>Mr Joe Bloggs of [COMPANY NAME] (the Supplier) will no longer be delivering (or supporting the delivery) of the Services to the Customer from [DATE].</p> <ol style="list-style-type: none"> 1. Termination Effective From: 2. Notice Period: 3. End Date: 4. Any Payments Due:
1.2	<p>Example 2: EXTENSION</p> <p>The Customer has agreed to extend Mr Joe Bloggs' (the Consultant Professional/Consultant Company) Term by three (3) months and the new end date will be 31/04/[XXXX] (Expiry Date).</p>
1.3	<p>Example 3: FEES</p>

	<i>The Customer has agreed to increase the fees for the delivery of the Services from [£XXXX] to [£XXXX], effective from [XX/XX/20XX]</i>
1.4	Example 4: CHANGE IN MILESTONES <i>The Customer has agreed a change in Milestones as set out below:</i>

2.	Words and expressions in this Variation Form shall have the meanings given to them in the Call-Off Terms and Conditions.
3.	All other terms not expressly amended or modified by this Variation Form shall remain unaffected and shall continue in full force and effect and should a conflict arise between the terms of this Variation Form and the Call-Off Terms and Conditions, the terms of this Variation Form shall take precedence.
4.	This Variation Form has been entered into on the date stated at the beginning of it, which is the date of the last signature of the parties who are duly authorised to bind their respective legal entities to the terms of this Variation Form.

Authorised to sign for and on behalf of the Customer:	
Signature	
Date	
Name in capitals	
Position / Title	
Authorised to sign for and on behalf of the MSP:	
Signature	
Date	
Name in capitals	
Position / Title	

ADDENDUM 2

**YPO CALL OFF TERMS AND CONDITIONS
VARIATION**

Better value, delivered.



ANNEX A

FRAMEWORK AGREEMENT VARIATION

SERVICES FRAMEWORK AGREEMENT FOR MANAGING CONSULTANCY & PROFESSIONAL SERVICES

Framework Reference No: 001141

Variation Form No: 001

BETWEEN:

YPO whose principal place of business is at 41 Industrial Park, Kenmore Road, Wakefield, WF2 0XE ("**YPO**")

AND

REED SPECIALIST RECRUITMENT LIMITED (CRN: 06903140) whose registered address is at Academy Court, 94 Chancery Lane, London, WC2A 1DT (the "**MSP**")

- 1. The Agreement is varied as follows:

Amend definition of "Confidential Information" at Schedule 7, Clause 1 to the following:

"Confidential Information"	<p>means:-</p> <ul style="list-style-type: none"> (a) any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either Party; (b) the Commercially Sensitive Information; and (c) all communications (whether by email and/or letter), documentation, recordings, diagrams, databases, and any other relevant information shared or produced in connection with the Services between the MSP, its Staff, and the Customer <p>and does not include any information: -</p> <ul style="list-style-type: none"> (i) which was public knowledge at the time of disclosure (otherwise than by breach of Clause 29); (ii) which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party; (iii) which is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or (iv) is independently developed without access to the Confidential Information
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Better value, delivered.



Insert new definition of "Excluded Advice" at Schedule 7, Clause 1 as follows:-

"Excluded Advice"	means advice relating to regulated sectors or activities, such as legal, financial or compliance advice
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Insert new clause at Schedule 7, Clause 14.5 as follows:-

"14.5 Where the Customer cannot for security or regulatory constraints disclose to the MSP and/or the Consultant/Professional or Consultancy Organisation, the full details of the Services to be delivered, the MSP's obligations and any subsequent liability shall be limited to the extent of matters disclosed by the Customer in the Order Form."

Insert new clause at Schedule 7, Clause 15.2.2 as follows:-

"15.2.2 the Services operate in accordance with the relevant technical specifications and correspond with the requirements set out in the Order Form. It is the role of the Customer to confirm whether the specifications have been met as the initiator and receiver of the Services."

Amend Schedule 7, Clause 22.4 to the following:-

"22.4 Certification (if requested) will be provided by the MSP within fifteen (15) Working Days of the Commencement Date and annually thereafter for the Contract Period. The MSP will provide any evidence of compliance as may be reasonably requested by the Customer."

Amend Schedule 7, Clause 32.3 to the following:-

"32.3 All title to and all rights and interest in the Project Specific IPRs shall vest in the Customer. The MSP hereby assigns to the Customer, with full title guarantee, title to and all rights and interest in the Project Specific IPRs and/or shall procure that the first owner of the Project Specific IPRs also does so. The Parties agree that:

32.3.1 the Customer and the Consultant/Professional or the Consultancy Organisation shall prior to the Commencement Date agreed and record the details of any Pre-Existing IPR of the Consultant/Professional or the Consultancy Organisation or third-party IPR that will be embedded in the Project Specific IPR in writing and such agreement shall be attached as an addendum to the Order Form."

Insert new clause at Schedule 7, Clause 41.14 as follows:-

"41.14 Where the Customer accepts the delivery of any part of the Services prior to entering into an agreement with the MSP through a signed Order Form, the MSP shall not be liable for any acts or omissions of the Consultant/Professional or Consultancy Organisation and in no event shall liability be applied to the MSP retrospectively."

Insert new clause at Schedule 7, Clause 41.15 as follows:-

"41.15 The MSP is prevented by the Framework Agreement from providing Excluded Advice. For the avoidance of doubt, the Excluded Advice relates to advice that is outside the scope of the Services (and Deliverables) being delivered in accordance with the Order Form."

Insert new clause at Schedule 7, Clause 41.16 as follows:-

"41.16 The Customer further acknowledges that where the Consultant/Professional or Consultancy Organisation provides comments, opinions, or purported advice that falls under Excluded Advice during the course of providing the Services to the Customer, the Customer shall not rely on such Excluded

Better value, delivered.



Advice. The MSP strongly advises the Customer to consult its own professional advisors before relying on any Excluded Advice received. The Customer also accepts that the MSP not being a party to these conversations, shall not be liable for any damages suffered by the Customer as a result.*

- 2. Words and expressions in this Variation shall have the meanings given to them in the Agreement.
- 3. The Agreement, including any previous Variations, shall remain effective and unaltered except amended by this Variation.

Authorised to sign for and on behalf of YPO

Signature _____

Date _____

Name in Capitals _____

Address _____

Authorised to sign for and on behalf of the MSP

Signature _____

Date _____

Name in Capitals _____

Address _____
