**DPS Schedule 6 (Order Form Template and Order Schedules)**

**Order Form**

ORDER REFERENCE: **CCZZ22A11**

THE BUYER: **Cabinet Office**

BUYER ADDRESS **REDACTED TEXT under FOIA Section 40, Personal Information.**

THE SUPPLIER: **Korn Ferry Limited**

SUPPLIER ADDRESS: **[REDACTED TEXT under FOIA Section 40, Personal Information.](https://www.google.com/maps?q=Ryder%20Court,%2014%20Ryder%20Street%0ALondon%0AGreater%20London%0ASW1Y%206QB%0AEngland" \o "Ryder Court, 14 Ryder Street London Greater London SW1Y 6QB England" \t "_blank)**

REGISTRATION NUMBER: **REDACTED TEXT under FOIA Section 40, Personal Information.**

DUNS NUMBER: **REDACTED TEXT under FOIA Section 40, Personal Information.**

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated **5th January 2023**

It’s issued under the DPS Contract with the reference number CCZZ22A11 for the provision of Civil Service Employee Policy Benchmarking Salary Survey.

DPS FILTER CATEGORY(IES):

"Final Benchmarking Survey Category" and following filters:

Government and International - central government, Civil

Service/Government/ Parliamentary Reform Data collection - Quantitative and qualitative, employee / staff engagement and satisfaction research

Education, training and employment - private and public sector employees,

Professionals - academics, civil servants

ORDER INCORPORATED TERMS

The following documents are incorporated into this Order Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Order Special Terms and Order Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) CCZZ22A11 DPS Contract reference number
3. DPS Special Terms
4. The following Schedules in equal order of precedence:

* Joint Schedules for RM6126
  + Joint Schedule 2 (Variation Form)
  + Joint Schedule 3 (Insurance Requirements)
  + Joint Schedule 4 (Commercially Sensitive Information)
  + Joint Schedule 10 (Rectification Plan)
  + Joint Schedule 11 (Processing Data)
* Order Schedules for RM6126
  + Order Schedule 1 (Transparency Reports)
  + Order Schedule 2 (Staff Transfer)
  + Order Schedule 3 (Continuous Improvement)
  + Order Schedule 5 (Pricing Details)
  + Order Schedule 20 (Specification)

1. CCS Core Terms (DPS version) v1.0.3
2. Joint Schedule 5 (Corporate Social Responsibility) RM6126

No other Supplier terms are part of the Order Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

Products and Services Please see Schedule A for description of service Level.

|  |  |  |  |
| --- | --- | --- | --- |
| **Country & subscription year** | **Product Name** | **Service Level** | **Price Per year**  **GBP** |
| Year 1 UK | KF Pay Premium | **Gold** | £19,500 |
| Year 2 UK (optional extension) | KF Pay Premium | **Gold** | £19,500 |
|  |  |  | **Total: £39,000** |

Prices exclude VAT.

ORDER SPECIAL TERMS

In the event of any conflict between these Order Special Terms and any other incorporated terms of this Contract, the Order Special Terms shall prevail.

1. During the Term, Client must provide compensation and benefits data to Korn Ferry annually, in Korn Ferry’s required format at the level of use (e.g., if a Client subsidiary purchases data to be used throughout the entire company, Client must provide data for their own organisation and a sample of other government departments each year). “Client Data” means a full representation of salary and benefits data for all incumbents in Client’s organization and its affiliated government departments.  Despite Korn Ferry’s review, the client remains accountable for the accuracy, completeness, and adequacy of their data. Problems, omissions or errors relating to information quality and/or delays in providing such information may result in a delay in the project delivery date, and/or an increase in fees. Client’s failure to submit Client Data is a material breach of this Order Form which gives Korn Ferry the right to terminate access to online products. Client may use the reports and analyses created from the Services in the format provided by Korn Ferry for the purpose of informing its affiliated government entities with regard to renumeration related issues only.
2. KF Pay consists of master pay database, Rewards Benchmark, Rewards Health Check, access to the country’s standard and industry report (reports vary by country; reports are not updated during an annual subscription period), and access to the KF Pay tool.
3. A Peer Group is a group of organizations selected by Client for use in obtaining relevant remuneration information for that predefined list of organizations. Every Peer Group must contain a minimum of 10 organizations. Client may create up to 20 peer groups per country subscription during the term of this contract.
4. The performance of the Services will require the use of Korn Ferry Materials. “**Korn Ferry Materials**” include methodologies, preexisting programs, instruments, models, proprietary information, patents, registered and unregistered trademarks, trade names, trade secrets, copyrights, prototypes, inventions, algorithms, designs, compilations, computer software programs, tools, databases, evaluation guides, report forms, scoring guides, scoring algorithms, scoring instructions, scoring software and norms. Korn Ferry owns Korn Ferry Materials at all times, and reserves all rights not expressly granted under this Order Form. Licenses to Korn Ferry Materials must be procured through a separate license agreement. This Order Form will not be construed as a license to copy, modify, create derivative works from, publish, disclose or otherwise use Korn Ferry Materials. Korn Ferry is the sole owner of its databases, which are compilations. Any permitted copies of Korn Ferry Materials, in printed or electronic form, must display Korn Ferry’s copyright notice.
5. Client will not download, copy, publish, disclose, create derivative works of, disassemble, decompile or otherwise attempt to reverse engineer Korn Ferry Materials, nor will Client permit any other person to do so. Client will not lease, rent, sell, pledge, assign, sublicense, loan or otherwise transfer to any third party any part of the Korn Ferry Materials or any copy thereof. Except as specifically authorized by Korn Ferry in advance in writing, Client may not use the Korn Ferry Materials for any other purpose for itself or for any third party. Client may not pass any data or Korn Ferry Materials to third parties or load data into third party systems until Client and the third party have signed Korn Ferry’s standard non-disclosure agreement. Client will be liable for all violations of these restrictions by its employees, subcontractors, or agents.
6. Client represents and warrants that it owns Client Data, has the right to provide Client Data to Korn Ferry as contemplated under this Order Form, and Client’s provision of Client Data will not violate any third party’s rights. Client’s Data must not infringe upon the rights of others, must not contain any unlawful content. Client Data must not include any sensitive personal information unless Client has the right to provide such information. Client further represents and warrants that: (a) it has provided the required notices and obtained all necessary rights and consents to provide to Korn Ferry, or to permit Korn Ferry to collect on Client’s behalf, an individual’s Personal Data for the purposes stated in this Order Form; and (b) the transfer to, collection of and use by Korn Ferry of Personal Data does not violate any applicable laws or third party rights. “Personal Data” means any information that Korn Ferry has access to, obtains, uses, maintains or otherwise handles in connection with the performance of the Services that identifies an individual or relates to an identifiable individual.
7. Client Data will be treated in accordance with Korn Ferry’s Global Privacy Policy, which is available on Korn Ferry’s website and incorporated into this Order Form by reference. Korn Ferry may archive, manipulate, use and include Client Data in Korn Ferry’s databases and use de-identified data for research, studies, development, benchmarking, statistics, analytics, and to develop, improve, enhance and provide Korn Ferry’s products and services. Processed data is de-identified, aggregated, and published in databases used to create products and services. Client permits Korn Ferry to include Client’s company name as a participant in products and services.
8. (a) Each Party represents and warrants that it: (i) will comply with all applicable legal and regulatory requirements in connection with this Agreement, which include: (a) information privacy and data protection laws and regulations relating to the protection, disclosure and use of individuals' personal data including the General Data Protection Regulation (GDPR) and other laws and regulations that mandate the protection of personal data; and (b) anti-bribery, anti-corruption, anti-money laundering, and international trade laws and regulations (“Sanctions”) of the US, EU, UK, UN and any other governmental or supranational body with jurisdiction over this Agreement or either party; is not a subject of Sanctions; is not owned or controlled by any person or entity subject to Sanctions; and is not located or organized in, or owned or controlled by persons or entities in a jurisdiction subject to Sanctions (including Cuba, Iran, North Korea, Syria, and the Crimea Region of the Ukraine). (b) Client further represents and warrants that it will not transfer, provide access, or use the Services or work product (including tools and intellectual property): to or for the benefit of any Specially Designated National (as designated by the U.S. Department of the Treasury’s Office of Foreign Assets Control), to or in any jurisdiction subject to Sanctions, or to any other party if such transfer, access, or use would constitute a violation of Sanctions. (c) Any breach of this Section 8 is a material breach of this Agreement and grounds for immediate termination by the non-breaching Party.
9. **NEITHER PARTY WILL BE LIABLE TO ANY PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES OF ANY TYPE, INCLUDING LOST PROFITS OR BUSINESS INTERRUPTION, RELATING TO THIS ORDER FORM. KORN FERRY’S MAXIMUM TOTAL LIABILITY FOR ANY CLAIMS RELATING TO THIS ORDER FORM IS LIMITED TO THE FEES PAID OR PAYABLE BY CLIENT TO KORN FERRY UNDER THIS ORDER FORM. THIS SECTION APPLIES REGARDLESS OF THE LEGAL THEORY ASSERTED AND EVEN IF THE PARTY KNOWS THAT THESE DAMAGES MIGHT OCCUR.**
10. The Services are not intended as a substitute for professional judgment. Client will indemnify and defend Korn Ferry, its parent, affiliates, and their respective directors, officers, partners, employees, shareholders and agents and their respective successors and permitted assigns, from and against all third party suits, claims, actions, and proceedings and all related liabilities, losses, judgments, damages, costs and expenses (including interest, penalties, fines, legal fees and other litigation expenses) that are or are alleged to arise from: (a) Client’s use of the Services; (b) Client’s decision take any employment action based on the Services; or (c) Korn Ferry’s use of Client Data.
11. This Order Form contains the entire Order Form between the parties regarding the subject matter hereof and supersedes any prior representations, advertisements, statements, proposals, negotiations, discussions, understandings, or Order Forms regarding the same subject matter. The parties will not be bound by any representation, promise, or condition not expressly set forth in this Order Form. Preprinted terms and conditions on any purchase order issued by Client, or terms and conditions included in Client’s vendor set up process, under this Order Form are superseded in their entirety by this Order Form and without force or effect, even if Korn Ferry signs the purchase order or acknowledges such terms to be set up as a vendor in Client’s systems and whether such signature or acknowledgement occurs prior to or after the execution of this Order Form. Under no circumstances will Korn Ferry’s acknowledgement of any such terms be considered an amendment to this Order Form. All purchase orders must include a reference to this Order Form. Neither party has been induced to enter into this Order Form by any representations or statements, oral or written, not expressly contained in this Order Form. This Order Form may not be modified by the written agreement of both parties.
12. Subprocessing. Client consents to, and authorizes Korn Ferry’s use of subprocessors, including Korn Ferry affiliates, in connection with the provision of the Services. Processing activities may include accessing, storing, handling or otherwise using Personal Data. Korn Ferry remains responsible for the work and activities of its subprocessors to the same extent Korn Ferry would be liable if performing the Services. Korn Ferry is responsible for all payments to its subprocessors. Korn Ferry has entered into a written agreement with subprocessors containing equivalent data protection obligations as in this Agreement. An inclusive list of Korn Ferry’s current subprocessors is available on its corporate website at https://cdn.kornferry.com/privacy/subprocessor.pdf. The published list is incorporated into this Agreement by reference. Client may subscribe for notifications of changes to subprocessors through Korn Ferry’s corporate website at https://www.kornferry.com/privacy/security. Client will be deemed to have approved changes to subprocessors where Korn Ferry notifies Client via the subscription service and no written objection is received from Client within fifteen (15) days of written notification. If Client objects (on commercially reasonable grounds) in writing within fifteen (15) days of written notification, Korn Ferry may cease to provide or Client may agree not to use, on a temporary or on-going basis, the particular Service that would involve the use of the new subprocessor. Suspension of Services or partial termination by either Party subject to this Section 16 will not be deemed a breach of the Agreement. If the Standard Contractual Clauses, as defined in Exhibit C, apply, this Section 16 constitutes Client’s prior written consent pursuant to Clause 5(h) of the Standard Contractual Clauses.

**SCHEDULE A**

The following chart shows the current KF Pay Service features available:

|  |  |
| --- | --- |
| **Service Type** | **KF Pay Premium Gold (“Enhanced Services”)** |
| Subscription Setup & Support | * *Access to an automated data collection tool to aid in data submission, including automated job matching & coding, and submission of data in any format.* * *Setup and creation of an administrator account* * *KF analyst support with data submission* * *Support with user account creation and permissioning* |
| Training & Education | * *Invitation to a WebEx training session of the Korn Ferry Pay and its interactive functionality* * *Access to an online portal to access various recorded training and support sessions; such as, training on using the Korn Ferry Pay and product platform, data submission training, and others* * *Schedule of regional and industry forums or user groups where provided (based on availability)* |
| Enablement Support | * *KF assistance with peer group selection* * *Detailed summary of the local salary market and database* |

ORDER START DATE:  **5th January 2023**

ORDER EXPIRY DATE: **4th January 2024**

ORDER INITIAL PERIOD: Twelve (12) months with the option to extend for one (1) twelve (12) month period.

DELIVERABLES

See details in Order Schedule 20 (Order Specification)

MAXIMUM LIABILITY

The limitation of liability for this Order Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is

**£19,500.00**

ORDER CHARGES

See details in Order Schedule 5 (Pricing Details)

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

* Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables
* Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs. Invoices should be submitted to: Invoices should be submitted to: **REDACTED TEXT under FOIA Section 40, Personal Information.**
* Once the contract has been awarded, the Authority will raise a purchasing order to peruse payment.

BUYER’S INVOICE ADDRESS:

**REDACTED TEXT under FOIA Section 40, Personal Information.**

BUYER’S AUTHORISED REPRESENTATIVE

**REDACTED TEXT under FOIA Section 40, Personal Information.**

BUYER’S ENVIRONMENTAL POLICY

**Cabinet Office Sustainability & Environmental Policy** [May 2022] [available online at: https://intranet.cabinetoffice.gov.uk/task/sustainable-development/]

BUYER’S SECURITY POLICY

Cabinet Office Security Policy Framework [available online at: https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework]

SUPPLIER’S AUTHORISED REPRESENTATIVE

**REDACTED TEXT under FOIA Section 40, Personal Information.**

SUPPLIER’S CONTRACT MANAGER

**REDACTED TEXT under FOIA Section 40, Personal Information.**

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

KEY STAFF

**REDACTED TEXT under FOIA Section 40, Personal Information.**

KEY SUBCONTRACTOR(S)

**Not Applicable**

E-AUCTIONS

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

|  |  |  |  |
| --- | --- | --- | --- |
| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer:** | |
| Signature: | **REDACTED TEXT under FOIA Section 40, Personal Information.** | Signature: | **REDACTED TEXT under FOIA Section 40, Personal Information.** |
| Name: | **REDACTED TEXT under FOIA Section 40, Personal Information.** | Name: | **REDACTED TEXT under FOIA Section 40, Personal Information.** |
| Role: | **REDACTED TEXT under FOIA Section 40, Personal Information.** | Role: | **REDACTED TEXT under FOIA Section 40, Personal Information.** |
| Date: |  | Date: |  |