

YPO1141

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, was executed between the parties on .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

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

FRAMEWORK AGREEMENT (INSERT REF: 001141)

Customer Name: Environment Agency (DEFRA)

C+ Practice Name: Services Procurement

Project Title: 002 Linguistic Analysis (Illume)

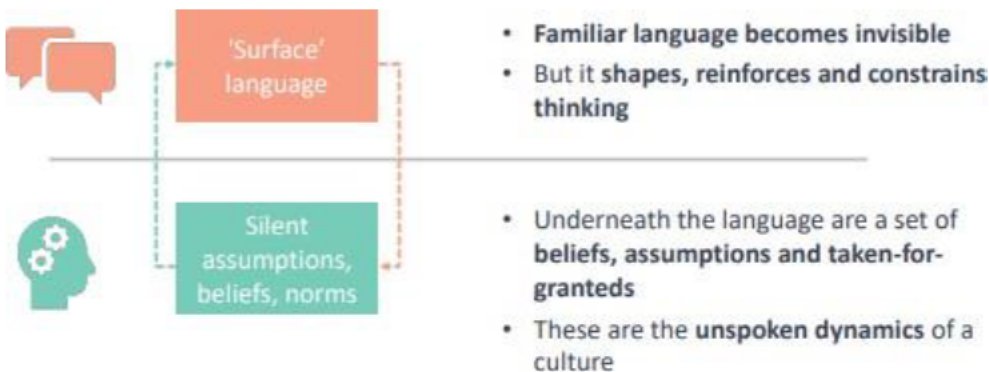
Order Form Number: 002

FROM

Customer Name	DEFRA
Customer Address	
Invoice Address	
Key Contact for Customer:	

TO

MSP Name	Reed Talent Solutions Limited (trading as Consultancy+)
MSP Address	
MSP Delivery Team (Names & Contact Details)	

1	<p style="text-align: center;"><b>TERM</b></p> <p style="text-align: center;"><i>Clause 2 (Initial Contract Period) of the Call-Off Terms and Conditions</i></p>	
1.1	<b>Effective Date</b>	The Commencement Date of this Order Form is 10/09/2024
1.2	<b>Contract Date</b>	The Contract Date of this Order Form is 10 September 2024
1.3	<b>Expiry Date:</b>	The Expiry Date of this Order Form is 17/12/2024 (option to extend by a further month for time only).
1.4	<b>Retrospective Signing</b>	<p>a. Subject to Clause 2.1 (Initial Contract Term) of the YPO Call Off Terms &amp; Conditions, the Parties agree that the terms and conditions of this Customer Order Form shall take effect from the Commencement Date stated herein".</p> <p>b. Where the Consultant Professional/Consultancy Organisation commences the delivery of the Services to the Contracting Authority, prior to the execution of this Customer Order Form, the Parties agree that the MSP shall not be liable for any Material Default which may have occurred during this period and liability shall not be applied to the MSP, retrospectively.</p>
2	<p style="text-align: center;"><b>SERVICES</b></p> <p style="text-align: center;"><i>Clause 12 (Supply of the Services) of the Call-Off Terms and Conditions</i></p> <p style="text-align: center;"><i>The MSP shall ensure that they meet or exceed the below Service Levels:</i></p>	
2.1	<p><b>Overview of Service to be provided:</b></p> <p>The Customer will be engaging Illume Linguistics for support to review of their organisation culture, specifically looking at language as a lense to the 'as is' state.</p> <p>For detail on proposal of services, please refer to Annex A.</p> <p>Use discourse analysis, a systematic and evidence-based linguistic methodology, to analyse everyday organisational language.</p> <div data-bbox="229 1480 1222 1850">  <ul style="list-style-type: none"> <li>• Familiar language becomes invisible</li> <li>• But it shapes, reinforces and constrains thinking</li> <li>• Underneath the language are a set of beliefs, assumptions and taken-for-granted</li> <li>• These are the unspoken dynamics of a culture</li> </ul> </div>	
2.2	<p><b>Deliverables and Milestones:</b></p> <p>Analysis of various forms of language through communications information. Please refer to Annex A.</p>	

2.3	<b>Approval process for payment:</b>  Services will be delivered and signed of by the project sponsor on a periodic basis (monthly), one month in arrears.
2.4	<b>Escalation process for issues:</b>  DEFRA ██  Illume Linguistics ██  Consultancy+ ██
2.5	<b>Roles and responsibilities of the Customer including contact details:</b>  Provision and access to information to be reviewed for analysis. This will for key dependency for delivery of the project.
2.6	<b>Roles and responsibilities of the Consulting Organisation/ Consultant Professional:</b>  Analysis and reporting of data.
2.7	<b>Project/implementation plan:</b>  To be decided in delivery cycle and agreed between Customer and Consulting Organisation.
2 . 8	<b>Base Location (if applicable):</b>  Remote, unless agreed with Client.
2 . 9	<b>Name of the Consultant Professional/Consultant Organisation (if available):</b>  Illume Linguistics

3	<p style="text-align: center;"><b>SECURITY AND VETTING</b></p> <p style="text-align: center;"><i>Clause 13.2.7 of the Call-Off Terms and Conditions</i></p> <p style="text-align: center;"><i>Where the Customer has any specific or additional vetting requirements, the Customer shall inform the MSP in writing below:</i></p>
3.1	No additional requirements.

4.	<p style="text-align: center;"><b>AMENDMENTS TO CALL-OFF TERMS AND CONDITIONS</b></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>
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<i>The Parties hereby agree to the following amendments of the Call-Off Terms and Conditions:</i>		
<b>4.1</b>	<b>INTERPRETATION</b>	
	Clause 1 is amended to include the insertion of the definition of approval for payment notice for Zivio payment as set out below.	
	13.3.6	"Where the Customer and or the MSP breaches this non-solicitation clause, the non-breaching party shall be entitled to charge the breaching party a transfer fee of ten thousand (£10, 000.00) pounds."
<b>4.2</b>	<b>Manner of Providing the Services</b>	
	<i>Clause 14 has been amended to include the insertion of Clause 14.5 and Clause 14.6 as set out below:</i>	
	14.5	"Notwithstanding any other provision of the Contract, the Customer shall be responsible for its operation and use of the Deliverables and for determining whether to use or refrain from using any recommendation that may be made by, or on behalf of the MSP. The Customer will be solely responsible for determining whether any Services provided by the MSP, the Consultancy Organisation and/or the Consultant/Professional (i) meet the Customer's requirements; (ii) comply with all laws and regulations applicable to the Customer and (iii) comply with the Customer's applicable internal guidelines and any other agreements it has with third parties. Neither the MSP, the Consultancy Organisation or the Consultant/Professional will provide the Customer with any legal, regulatory, compliance or financial advice. The Parties acknowledge that the foregoing modification is required by the MSP's insurance provider and agree that it does not change the economic balance of the Contract in favour of the MSP in a manner which was not provided for in the Framework."
	14.6	Consultancy+ as an Intermediary 1 organisation, is not licensed to provide Professional Advice to its Customer and where a Consultant/Professional or a Consultancy Organisation offers an opinion or comments on the Customer's legal, construction, financial or compliance matters ("Professional Advice") in the course of performing the Services as instructed in the Order Form, the Customer accepts that such comments or opinions are not the opinions of the MSP even if such comments have later been brought to the attention of the MSP, the MSP shall not be responsible for any loss or damage the Customer suffers as a result and here advises the Customer to consult its professional advisors before progressing with any advice received. ."
<b>4.3</b>	<b>Data Protection</b>	
	<i>Clause 27 has been amended as follows:</i>	
	27.9	Clause 27.9 shall be deleted in its entirety and replaced with a new Clause 27.9 with the following wording:  "The Processor shall, subject to Clause 27.11 remain fully liable for all acts and/or omissions of any of its Sub-Processors".
	27.11	Clause 27 has been amended to include the insertion of Clause 27.11 as set out below:  The Controller hereby caps the liability of the Processor for a breach of Personal Data, in accordance with clause 27.9 at ten million (£10,000,000) pounds in aggregate for all breaches arising out of the delivery of the Service.
<b>4.4</b>	<b>Intellectual Property</b>	
	<i>Clause 32 has been amended as follows:</i>	



	32.3	<p>Clause 32.3 has been amended to include the following wording after the original provision.</p> <p>The Customer and the Consultant/ Professional or the Consultancy Organisation's shall prior to the Commencement date of the Project agree 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 IPR in writing and such agreement shall be attached as an addendum to this Order Form.</p>
4.5	<p align="center"><b>Liability, Indemnity, and Insurance</b></p> <p align="center"><i>Clause 41 notes</i></p>	
	41.3.1	Any amendment to the aggregate liability for either Party in Clause 41.3.1 shall be amended by inserting the amended value in this subclause 4.5.1.
	41.3.2	Any amendment to the annual aggregate liability for either Party in Clause 41.3.2 shall be amended by inserting the value in this subclause 4.5.
	41.8.1	<p>Any amendment to the public liability insurance cover for either Party in Clause 41.8.1 shall be amended by inserting the values in this subclause 4.5.</p> <p><b>NOT USED FOR PSC. CLIENT WAIVER.</b></p>
	41.8.2	<p>Any amendment to the employer's liability insurance cover for either Party in Clause 41.8.2 shall be amended by inserting the values in this subclause 4.5.</p> <p><b>NOT USED FOR PSC. CLIENT WAIVER.</b></p>
	41.14	<p>Clause 41 has been amended to include the insertion of Clause 41.14 as set out below:</p> <p>"Where the Consultant Professional/Consultancy Organisation commences the delivery of the Services to the Customer with the Customer's knowledge and/or approval, prior to the execution of this Customer Order Form, the MSP shall not be liable for any acts or omission of the Consultant Professional/Consultancy Organisation which leads to a Material Default (including any infringement or threatened infringement of a third party's intellectual property rights or a breach of the Data Protection Legislations) which may have occurred and in no event shall liability be applied to the MSP, retrospectively."</p>
4.6	<p align="center"><b>Professional Indemnity</b></p> <p align="center"><i>Clause 42.1 has been amended as follows:</i></p>	
	42.1	<p>Clause 42.1 shall be deleted in its entirety and replaced with a new Clause 42.1 with the following wording:</p> <p>"The MSP shall affect and maintain a professional indemnity insurance policy during the Contract Period and shall ensure that all agents, professional consultants, and Consultants/Professionals involved in the supply of the Services affect and maintain appropriate professional indemnity insurance during the Contract Period. To comply with its obligations under this Clause and as a minimum, the MSP shall ensure professional indemnity insurance held by the MSP and by any agent, sub-contractor or consultant involved in the supply of the Services has cover (for a single event or a series of related events and in the aggregate) of not less than £1,000,000 (one million pounds) or such higher limit as the Customer may reasonably require (and as required by Law or best industry practice) from time to time. Such insurance shall be maintained for a minimum of six (6) Years following the expiration or earlier termination of the Contract."</p>
	<p align="center"><b>Dispute Resolution</b></p>	

4.7	<p style="text-align: center;"><i>Clause 55.5.1 has been amended as follows:</i></p>	
	55.5.1	<p>Clause 55.5.1 shall be deleted in its entirety and replaced with a new Clause 55.5.1 with the following wording:</p> <p>“A neutral adviser or mediator (the “<b>Mediator</b>”) shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within ten (10) Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall then within ten (10) Working Days from the date of the proposal to appoint a Mediator or within ten (10) Working Days of notice to either Party that it is unable or unwilling to act, apply to a <b><i>suitable regulatory body</i></b> to appoint a Mediator.”</p>
4.8	<p style="text-align: center;"><b>MSP Status</b></p> <p style="text-align: center;"><b><u>This section only applies when engaging with an Umbrella Company or Worker</u></b></p> <p style="text-align: center;"><i>Clause 4 of the Call-Off Terms and Conditions has been amended to include the insertion of</i></p> <p style="text-align: center;"><i>Clause 4.2; Clause 4.3 and Clause 4.4 as set out below:</i></p>	
	4.2	<p>“Notwithstanding any other provision of the Call-Off Terms and Conditions and/or the Framework Agreement, the Parties agree and accept that:</p> <p>4.2.1 In cases of any ambiguity or conflict to the extent necessary this Clause 4.2 will supersede any other provision in the Call-Off Terms and Conditions and/or the Framework Agreement.</p> <p>4.2.2 the MSP's total liability in connection with this Call-Off Terms and Conditions shall not exceed the MSP Fees received by the MSP during the Contract Period.</p> <p>4.2.3 in no circumstances shall the MSP be liable for: (i) any losses, claims, damages, liabilities, fines, interest, penalties, costs, charges, expenses, demands and/or legal and other professional costs arising from events outside the MSP's reasonable control; (ii) loss of profits, revenue, business, opportunity, goodwill, interest or savings, whether direct or indirect, howsoever arising; and/or (iii) any consequential, economic, indirect or special loss, howsoever arising.”</p>
	4.3	<p>“For the purposes of Clause 4.1, the MSP shall not be responsible for the acts and/or omissions of any Consultant Professional as though they are the acts and/or omissions of its own Staff and the following matters shall be deemed to be outside the MSP's reasonable control unless and to the extent that they are a direct result of the negligent or fraudulent acts or omissions of persons employed by the MSP in the vetting and approval of the relevant Consultant Professional: (i) the acts and/or omissions of any Consultant Professional used in the performance of the Services, including without limitation, Consultant Professional negligence, fraud and fraudulent misrepresentation; and/or (ii) the provision or use of any outputs or Deliverable developed, written or prepared by any Consultant Professional.”</p>
	4.4	<p>“Nothing in Clause 4.1 shall be deemed to exclude any liability which cannot by law be excluded, including without limitation for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation in all cases on the part of persons employed by the MSP to perform its obligations under the Contract, excluding any Consultant/Professional or Consultancy Organisation.”</p>

5.	<p style="text-align: center;"><b>MILESTONE PROVISIONS</b></p> <p style="text-align: center;"><i>Clause 18 Project/Statement of Work Price of the Call-Off Terms and Conditions</i></p> <p style="text-align: center;"><i>Clause 19 Payment of the Call-Off Terms and Conditions</i></p>
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	Appendix 2 of the Call-Off Terms and Conditions	
5.1	Project/Statement of Work Price	
	5.1.1	<div><div></div><div><div>Total (£)</div><div>£60,566.60</div></div></div> <div></div>
	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	<div></div>
5.3	Invoicing Arrangements	
	5.3.1	The Customer shall within 7 days of the receipt of an Approval for Payment Notice from the MSP, review and approve the request for payment.
	5.3.2	The Customer shall approve submitted timesheets within two (2) days after the end of the week the time sheet refers to.
	5.3.3	Subject to Clause 13.2.16 of the Call Off Terms and Conditions, where the Customer delays approving payment requests, the MSP reserves the right to charge late payment fees based on the current Bank of England base lending rate.
	5.3.4	Following the approval for payment, the MSP will issue an invoice to the Customer for payment, which may also include the MSP fee.
	5.3.5	The Customer agrees to process for payment the invoice within the stipulated payment terms on the invoice.

	<b>5.3.6</b>	Where there is a dispute concerning the correct fees, the contracting Authority shall ensure they inform the MSP within two (2) days of the receipt of the Payment Notice and the Contracting Authority is here reminded that it is its responsibility to ensure that the correct amount of the fees are approved, as once approval is given, the MSP will not be liable for any mistakes in the amount or any delay to pay the Supplier and the foregoing shall in no event constitute a Material Default or trigger a breach of contract by the MSP.
<b>5.4</b>	<b>Purchase Order Reference</b>	TBC

<b>6.</b>	<b>CONFIDENTIAL INFORMATION</b> <i>Clause 29 of the Call-Off Terms and Conditions</i>	
<b>6.1</b>	Information that shall be deemed Commercially Sensitive Information or Confidential Information is as set out in the table below.	
<b>6.2</b>	The Parties agree that the duration that the information shall be deemed Commercially Sensitive Information or Confidential Information is as set out in the table below.	
<b>6.3.1</b>	TBC	

7.	<b>DETAILS OF PERMITTED PROCESSING</b>  <i>Clause 27 of the Call-Off Terms and Conditions</i>  <i>Appendix 5 of the Call-Off Terms and Conditions</i>	
In accordance with Clause 27 of the Call-Off Terms and Conditions the Customer in its role as the Data Controller sets out the following data processing requirements:		
7.1	Subject matter of the processing	Not applicable.
7.2	Duration of processing	Not applicable.
7.3	Nature and purpose of the Processing	Not applicable.
7.4	Categories of Data Subject	Not applicable.
7.5	Type of Personal Data	Not applicable.
7.6	Plan for return or destruction of Personal Data	Not applicable.

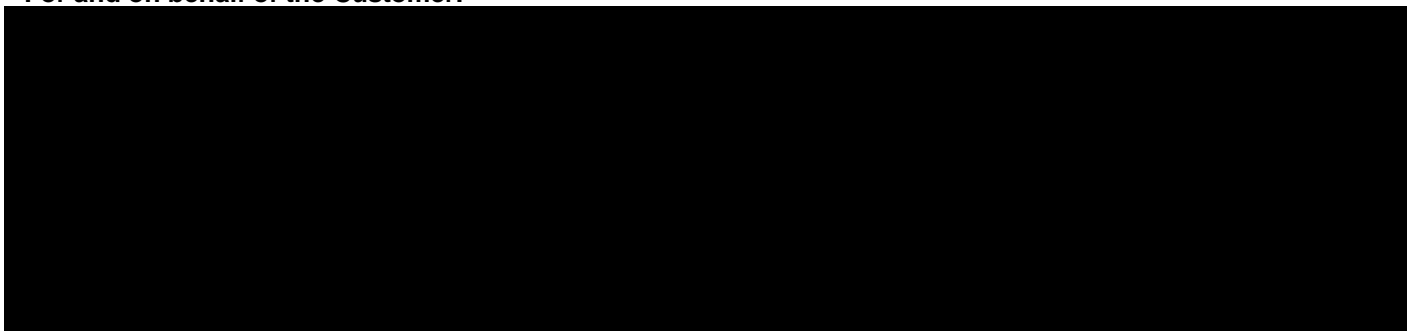
<b>8.</b>	<b>CONSTRUCTION PROJECTS</b> To the extent that this Project / Order Form is deemed to be a Construction Contract within the meaning set out in section 104 of Housing Grants, Construction and Regeneration (HGCR) Act 1996, the Parties shall comply with the provisions of the HGCR Act relating to payment and adjudication.	
<b>8.1</b>	Due Date	The Due Date for approval shall be seven (7) days after the submission of an invoice by Consultancy Organisation.
<b>8.2</b>	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.



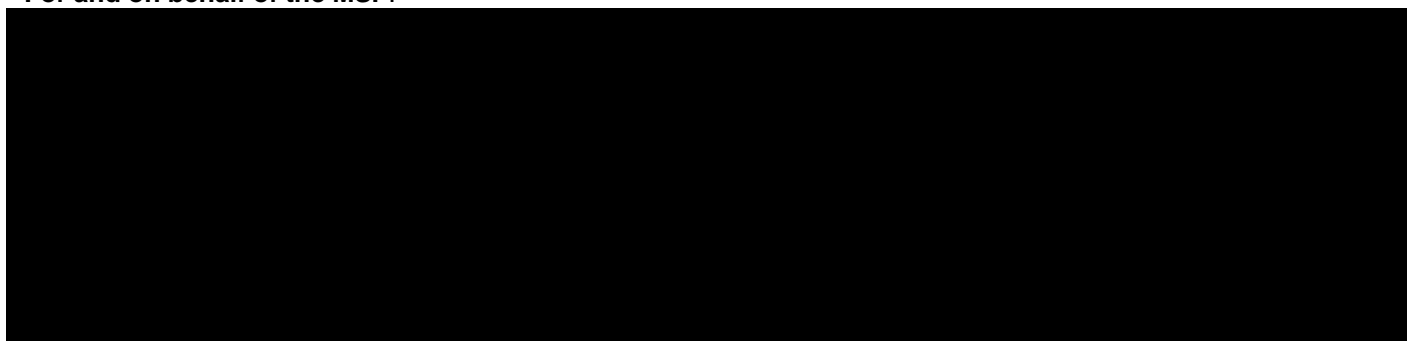
YPO1141

**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; incorporating the rights and obligations in the Call-Off Terms and Conditions.

**For and on behalf of the Customer:**



**For and on behalf of the MSP:**



**ADDENDUM 1 OF THIS ORDER FORM****VARIATION FORM****(Appendix 4 of Call-Off Terms and Conditions)****CALL-OFF TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES**

<b>Customer Name [INSERT]</b>	
<b>C+ Practice Name [INSERT]</b>	
<b>Project Title [INSERT]</b>	
<b>Order Form Number: [INSERT]</b>	

**BETWEEN**

[ ] ("the Customer")

and

Reed Talent Solutions Limited (trading as Consultancy+)

(REED) ("the MSP")

<b>1.</b>	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):
<b>PLEASE NOTE THAT THE VARIATIONS BELOW ARE JUST FOR EXAMPLE AND YOU WILL BE REQUIRED TO DELETE THE SECTIONS WHICH ARE NOT APPLICABLE.</b>	
<b>1.1</b>	<b>Example 1: TERMINATION</b> <div style="background-color: black; height: 20px; width: 100%;"></div> <div style="background-color: black; height: 20px; width: 30%;"></div> <ol style="list-style-type: none"> <li>1. Termination Effective From:</li> <li>2. Notice Period:</li> <li>3. End Date:</li> <li>4. Any Payments Due</li> </ol>
<b>1.2</b>	<b>Example 2: EXTENSION</b> <i>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)</i>
<b>1.3</b>	<b>Example 3: FEES</b> <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>
<b>1.4</b>	<b>Example 4: CHANGE IN MILESTONES</b>

	<i>The Customer has agreed a change in Milestones as set out below:</i>
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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.

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

**Annex A – DEFRA leadership culture – linguistic analysis (Ref: Illume proposal)**

