

## APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables. It's issued under the Framework Contract with the reference number RM6288 for the provision of Workforce Solutions.

|            |                            |                                                                                             |
|------------|----------------------------|---------------------------------------------------------------------------------------------|
| <b>1</b>   | <b>Contracting Parties</b> |                                                                                             |
| <b>1.1</b> | CALL-OFF REFERENCE:        | W130704 Contingent Labour                                                                   |
| <b>1.2</b> | THE BUYER                  | NHS Business Services Authority                                                             |
| <b>1.3</b> | SERVICE RECIPIENTS         | N/A                                                                                         |
| <b>1.4</b> | BUYER ADDRESS              | Stella House, Goldcrest Way, Newburn Riverside Business Park, Newcastle upon Tyne, NE15 8NY |
| <b>1.5</b> | THE SUPPLIER:              | Alexander Mann Solutions Ltd (AMS)                                                          |
| <b>1.6</b> | SUPPLIER ADDRESS:          | 60 London Wall, London EC2M 5TQ.                                                            |
| <b>1.7</b> | REGISTRATION NUMBER:       | 2073305                                                                                     |
| <b>1.8</b> | DUNS NUMBER:               | 29-870-1251                                                                                 |

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| <b>2</b> | <b>Call-Off Incorporated Terms and Order of Precedence</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|          | <p>2.a For the avoidance of doubt, this Call Off Contract will apply to:</p> <p>2.a.1 subject to 2.a.2 below, all requisitions or extensions for contingent labour placed on or after the Call-Off Contract Commencement Date;</p> <p>2.a.2 all admin and clerical Workers and operational workers supplied by the Supplier's Key Subcontractor Brook Street (UK) Limited (together the "<b>Brook Street Workers</b>") from 7<sup>th</sup> July 2025, or such other date as agreed between the Parties in writing ("<b>Brook Street Workers Transition Date</b>"), regardless of requisition or extension dates;</p> <p>2.a.3 all RTD Request Forms received on or after the Call-Off Contract Commencement Date;</p> |

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                   |
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|     | <p>2.a.4 All new SOW Delivery Orders received on or after the Call-Off Contract Commencement Date (save where otherwise agreed in writing with the Buyer).</p> <p>2.b The Call Off Contract between us dated 1<sup>st</sup> August 2018 (Old Call Off Contract) will apply to:</p> <p>2.b.1 subject to 2.a.2 above, all requisitions or extensions for contingent labour placed prior to the Call-Off Contract Commencement Date;</p> <p>2.b.2 all RTD Request Forms received prior to the Call-Off Contract Commencement Date;</p> <p>2.b.3 All new SOWs requests received prior to the Call-Off Contract Commencement Date (save where otherwise agreed in writing with the Buyer).</p> |                                   |
| 2.1 | <p>The following documents are incorporated into this Call-Off Contract. Where numbers are missing, we are not using those schedules. If the documents conflict, the following order of precedence applies:</p> <ol style="list-style-type: none"> <li>1. This Order Form including the Call-Off Special Terms as set out in Section 12.</li> <li>2. Joint Schedule 1(Definitions and Interpretation) RM6288</li> <li>3. Framework Special Terms (Annex 1 of the Framework Award Form)</li> <li>4. The following Schedules in equal order of precedence:</li> </ol>                                                                                                                       |                                   |
| 2.2 | Joint Schedules                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Joint Schedule 2 (Variation Form) |

## RM6288 Order Form

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|     |            |                                                       |
|-----|------------|-------------------------------------------------------|
|     | for RM6288 | Joint Schedule 3 (Insurance Requirements)             |
|     |            | Joint Schedule 4 (Commercially Sensitive Information) |
|     |            | Joint Schedule 6 (Key Subcontractors)                 |
|     |            | Joint Schedule 7 (Financial Difficulties)             |
|     |            | Joint Schedule 8 (Guarantee)                          |
|     |            | Joint Schedule 9 (Not Used)                           |
|     |            | Joint Schedule 10 (Rectification Plan)                |
|     |            | Joint Schedule 11 (Processing Data)                   |
|     |            | Joint Schedule 12 (Supply Chain Visibility)           |
| 2.3 | Call-Off   | Call Off Schedule 1 (Transparency Reports)            |

|  |                      |                                                                 |
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|  | Schedules for RM6288 | Call Off Schedule 2 (Staff Transfer)                            |
|  |                      | Call Off Schedule 3 (Continuous Improvement)                    |
|  |                      | Call Off Schedule 5 (Pricing Details)                           |
|  |                      | Call Off Schedule 6 (ICT Services)                              |
|  |                      | Call Off Schedule 7 (Key Supplier Staff)                        |
|  |                      | Call Off Schedule 8 (Business Continuity and Disaster Recovery) |
|  |                      | Call Off Schedule 9 (Security)                                  |
|  |                      | Call Off Schedule 10 (Exit Management)                          |
|  |                      | Call Off Schedule 11 (Not Used)                                 |
|  |                      | Call Off Schedule 12 (Not Used)                                 |
|  |                      | Call Off Schedule 13 (Implementation Plan and Testing)          |
|  |                      | Call Off Schedule 14 (Service Levels)                           |
|  |                      | Call Off Schedule 15 (Call-Off Contract Management)             |
|  |                      | Call Off Schedule 16 (Benchmarking)                             |
|  |                      | Call Off Schedule 18 (Background Checks)                        |
|  |                      | Call Off Schedule 20 (Call-Off Specification)                   |
|  |                      | Call Off Schedule 24 (Corporate Resolution Planning)            |

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|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------------|
| 2.4                                                                                                                                                                        | Optional Call Off Schedules for RM6288                          |                                                                                                                                                                                                                                                                                            | Applicable | Not Applicable |
|                                                                                                                                                                            |                                                                 | Call-Off Schedule 4 (Call-Off Tender) where the Buyer has requested additional services over and above the Services, as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above. |            | ✓              |
|                                                                                                                                                                            |                                                                 | Call Off Schedule 17 (MOD Terms)                                                                                                                                                                                                                                                           |            | ✓              |
|                                                                                                                                                                            |                                                                 | Call Off Schedule 19 (Scottish Law)                                                                                                                                                                                                                                                        |            | ✓              |
|                                                                                                                                                                            |                                                                 | Call off Schedule 21 (Northern Ireland Law)                                                                                                                                                                                                                                                |            | ✓              |
|                                                                                                                                                                            |                                                                 | Call off Schedule 22 (Lease Terms)                                                                                                                                                                                                                                                         |            | ✓              |
|                                                                                                                                                                            |                                                                 | Call Off Schedule 23 (HMRC Terms)                                                                                                                                                                                                                                                          |            | ✓              |
| 2.5                                                                                                                                                                        | CCS Core Terms (version 1.0)                                    |                                                                                                                                                                                                                                                                                            |            |                |
| 2.6                                                                                                                                                                        | Joint Schedule 5 (Corporate Social Responsibility)              |                                                                                                                                                                                                                                                                                            |            |                |
| 2.7                                                                                                                                                                        | Call Off Schedule 25 (Supplier Furnished Terms) <b>NOT USED</b> |                                                                                                                                                                                                                                                                                            |            |                |
| All amendments or additions to any aspect of any Call-Off Schedule, must be set out in the Special Terms section of the Call Off Order Form.                               |                                                                 |                                                                                                                                                                                                                                                                                            |            |                |
| No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery. |                                                                 |                                                                                                                                                                                                                                                                                            |            |                |

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|-------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| 3                                                           | <b>Term</b><br><br>The term of this Call Off Contract shall be from the Call Off Start Date until <ul style="list-style-type: none"><li>the Call Off Expiry Date or;</li><li>18 months after the expiry of the Framework Agreement; or</li><li>where the Framework Agreement has been terminated earlier in accordance with the Framework Agreement, 18 months after the Framework Agreement has been deemed to terminate,</li></ul> whichever is the earlier. |                                                                                       |
| 3.1                                                         | Call-Off Start Date:                                                                                                                                                                                                                                                                                                                                                                                                                                           | 12 <sup>th</sup> June 2025                                                            |
| 3.2                                                         | Call-Off Contract Commencement Date                                                                                                                                                                                                                                                                                                                                                                                                                            | 18 <sup>th</sup> June 2025 subject to change by the written agreement of the parties. |
| 3.3                                                         | Call-Off Expiry Date*:                                                                                                                                                                                                                                                                                                                                                                                                                                         | 5 <sup>th</sup> August 2031                                                           |
| 3.4                                                         | Call Off Initial Period                                                                                                                                                                                                                                                                                                                                                                                                                                        | N/A                                                                                   |
| 3.5                                                         | Call Off Optional Extension Period                                                                                                                                                                                                                                                                                                                                                                                                                             | N/A                                                                                   |
| * Subject to earlier termination of the Framework Agreement |                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                       |

|     |                                                                                                                                                                                                                                                                                |                                              |
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| 4   | <b>Service Lines and Call Off Deliverables</b><br><br>The following Service Lines (as described in full in Call Off Schedule 20 (Specification)) are covered by this Order Form<br><br>For Call Off Deliverables, see details in Call-Off Schedule 20 (Call-Off Specification) |                                              |
|     | <b>Service Line</b>                                                                                                                                                                                                                                                            | <b>Included within Call Off Requirements</b> |
| 4.1 | Contingent Labour                                                                                                                                                                                                                                                              | ✓                                            |
| 4.2 | Statement of Works                                                                                                                                                                                                                                                             | ✓                                            |
| 4.3 | Recruit, Train, Deploy                                                                                                                                                                                                                                                         | ✓                                            |
| 4.4 | Resource Augmentation                                                                                                                                                                                                                                                          | ✓                                            |

|     |                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
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| 6   | <b>Call Off Charges</b><br>See details in Call-Off Schedule 5 (Pricing Details) |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 6.1 | NHS Employment Checks                                                           | Recoverable as stated in the Call Off Schedule 5 (Pricing Details) with the exception of the cost of NHS worker health assessments which the Supplier may only recover from the Buyer if set out in the Special Terms in section 12 of this Call-Off Order Form. Details of the NHS Employments Checks Standards are located here: <a href="https://www.nhsemployers.org/recruitment/employment-standards-and-regulation">https://www.nhsemployers.org/recruitment/employment-standards-and-regulation</a> . |
| 6.2 | Reimbursable Expenses                                                           | <div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> </div>                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 6.3 | Initial Blended Rate                                                            | <div> <div></div> <div></div> <div></div> <div></div> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

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| 6.4 | Payment Method                      | As per Annex 2 of Call Off Schedule 5 (Pricing Details).                                                                                                                                |
| 6.5 | Buyer's Invoice Address             | <div>██████████</div> <div>██████████</div> <div>██████████</div> <div>████████████████████████████████████████</div> <div>████████████████████████████████</div> <div>██████████</div> |
| 6.6 | Service Recipient's Invoice Address | N/A                                                                                                                                                                                     |
| 6.7 | Service Recipient's Invoice Address | N/A                                                                                                                                                                                     |
| 6.8 | Service Recipient's Invoice Address | N/A                                                                                                                                                                                     |
| 6.9 | Service Recipient's Invoice Address | N/A                                                                                                                                                                                     |

|     |                                                                                                                                                                                                       |                       |
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| 7   | <b>Maximum Liability, Estimated Year 1 Contract Charges and Insurances</b><br>MAXIMUM LIABILITY<br>The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms. |                       |
| 7.1 | Estimated Year 1 Charges used to calculate liability in the first Contract Year                                                                                                                       | <div>██████████</div> |
| 7.2 | Additional Insurances                                                                                                                                                                                 | Not applicable        |



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|-----|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 8   | <b>Authorised Representative and address for Notices</b> |                                                                                                                                                                                                                                                     |
| 8.1 | Buyer's<br>Authorised<br>Representative                  | <div>██████████</div> <div>██████████████████</div> <div>██████████████████████████████</div> <div>██████████</div> <div>██████████████</div> <div>██████████████████████████████</div> <div>██████████████████████████</div> <div>██████████</div> |
| 8.2 | Supplier's<br>Authorised<br>Representative               | <div>██████████</div> <div>██████████████████</div> <div>██████████████████████████████</div> <div>██████████████████████████████████████████</div>                                                                                                 |
| 8.3 | Service Recipient<br>Authorised<br>Representative        | N/A                                                                                                                                                                                                                                                 |
| 8.4 | Service Recipient<br>Authorised<br>Representative        | N/A                                                                                                                                                                                                                                                 |
| 8.5 | Service Recipient<br>Authorised<br>Representative        | N/A                                                                                                                                                                                                                                                 |
| 8.6 | Service Recipient<br>Authorised<br>Representative        | N/A                                                                                                                                                                                                                                                 |

|     |                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                             |
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| 9   | <b>Performance Review Meetings</b><br><br>Buyers can run reports in Fieldglass on a self-service basis and as a minimum, will have annual reviews with their named account lead. |                                                                                                                                                                                                                                                                                                             |
| 9.1 | Supplier Contract<br>Manager (see<br>also Special Term<br>12.3)                                                                                                                  | <div>██████████████████</div> <div>██████████████████████████████</div> <p>In the event that the Supplier wishes to vary the Supplier account lead, this can be done by an exchange of emails from the Supplier and Buyer's Authorised representatives and will not require a formal contract variation</p> |

|     |                                        |                                                                                                                                                                                                                                                                                                                                                                  |
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| 9.2 | Additional Performance Review Meetings | <p>Buyer will have full access to the Performance dashboard reporting suite in Fieldglass</p> <p>In the event that the parties wish to vary the frequency of any Additional Performance Review Meetings, this can be done by an exchange of emails from the Supplier and Buyer's Authorised representatives and will not require a formal contract variation</p> |
|-----|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

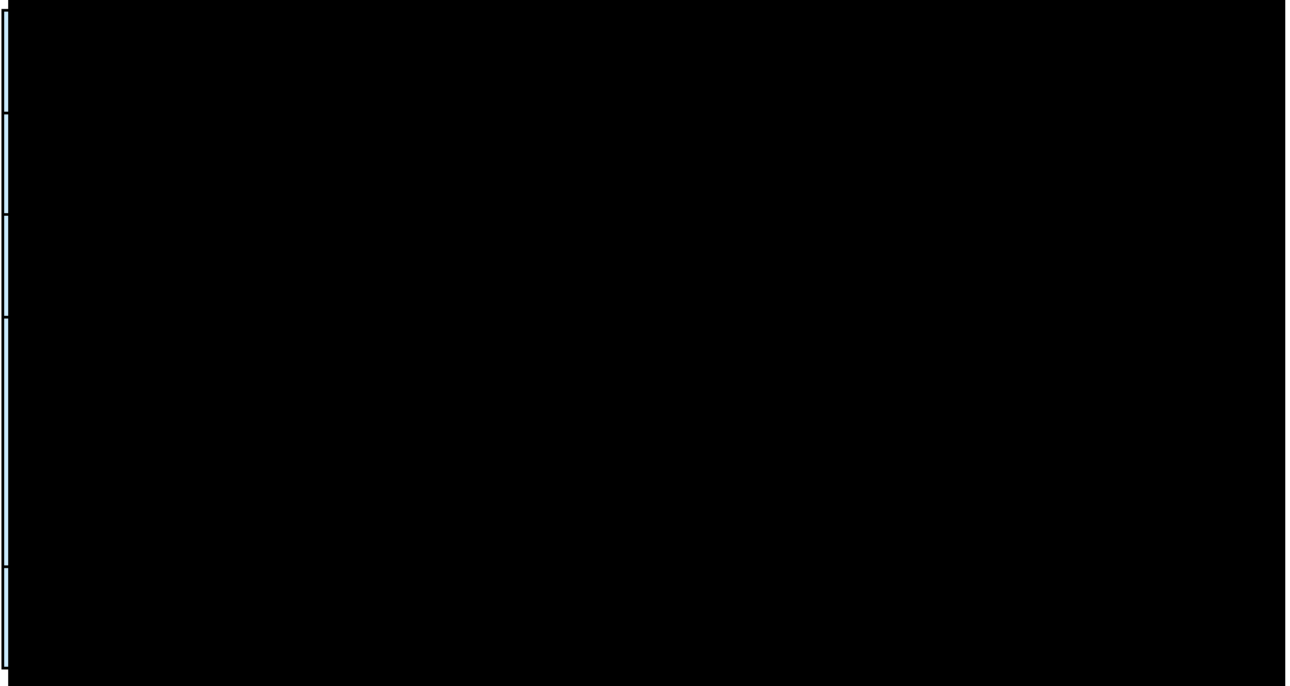
|      |                                                                                                                                                                                                                                                |                                                                                                                                                                                   |                     |                                                                                  |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|----------------------------------------------------------------------------------|
| 10   | <b>Key Sub Contractors</b> <p>Please note that Key Subcontractors are agreed at Framework Level by CCS. In the event of any changes to the Key Sub Contractors, CCS will inform all Buyers and a contract variation shall not be required.</p> |                                                                                                                                                                                   |                     |                                                                                  |
|      | <b>Name</b>                                                                                                                                                                                                                                    | Registered address                                                                                                                                                                | Registration number | Role the key subcontractor will play in the delivery                             |
| 10.1 | SAP (UK) Limited                                                                                                                                                                                                                               | <p>SAP (UK) Limited,<br/>Clockhouse Place,<br/>Feltham, TW14<br/>8HD, England</p> <p>Head Offices:</p> <p>SAP SE<br/>Dietmar-Hopp-Allee<br/>16<br/>69190 Walldorf<br/>Germany</p> | 2152073             | Provider of Framework wide Vendor Management System (SAP Fieldglass VMS (SaaS)). |
| 10.2 | Brook Street (UK) Limited                                                                                                                                                                                                                      | Capital Court,<br>Windsor Street,<br>Uxbridge, UB8 1AB                                                                                                                            | 459637              | Master Vendor for provision of Admin & Clerical, Operational and Volume Workers. |
| 10.3 | Giant Precision Limited                                                                                                                                                                                                                        | Fourth Floor, 90<br>High Holborn,<br>London WC1V 6LJ                                                                                                                              | 5075056             | Payrolling & Employment of Non Agency PAYE Workers and Off Payroll Workers       |

|    |                                        |
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| 11 | <b>Guarantee</b> <p>Not applicable</p> |
|----|----------------------------------------|

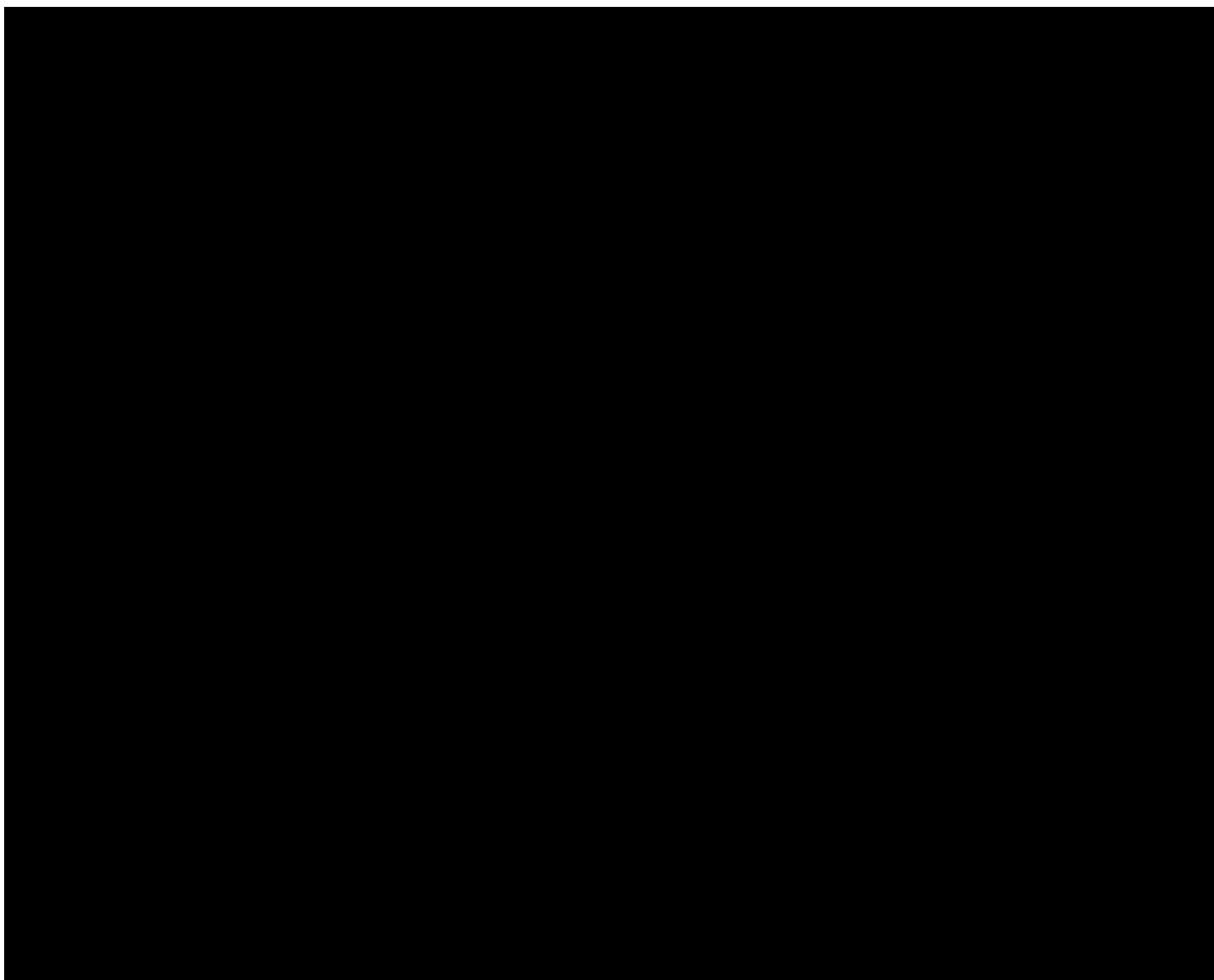
|       |                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                     |                                                             |
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| 12    | <b>Special Terms</b><br>The following Special Terms are incorporated into this Call-Off Contract: |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                     |                                                             |
| 12.1  | Data Transfer and Processing and Consents:                                                        | <i>In reliance on the adequacy decisions made by the UK Government and the European Commission, the Parties agree the Supplier and its Subcontractors may transfer data within the EEA for the purposes of the provision of the Services and the Parties further agree that this Call Off Order Form constitutes prior written consent for such transfer and processing of personal data as required by Joint Schedule 11 (Processing Data), paragraph 6(d)</i><br><div></div> |                                     |                                                             |
| 12.1A | Government Data processing                                                                        | <div></div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |                                                             |
| 12.2  | Details of Buyer Data Protection Officer                                                          | The contact details of the Relevant Authority's Data Protection Officer are:<br><div></div>                                                                                                                                                                                                                                                                                                                                                                                    |                                     |                                                             |
| 12.3  | Call Off Schedule 7 (Key Staff) The table in Annex 1 to Call Off Schedule 7 shall be replaced by  | Call-Off Key Role                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Call-Off Key Staff                  | Contact Details                                             |
|       |                                                                                                   | Contract Manager as defined in Call Off Schedule 15                                                                                                                                                                                                                                                                                                                                                                                                                            | <div></div> <div></div> <div></div> | <div></div> <div></div> <div></div> <div></div> <div></div> |

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|       |                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                              |         |             |
|       | Optional Special Terms                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                              |         |             |
| 12.4  | Data Transfer and Processing Consents: Optional Clause If Using Hays                          | NOT USED                                                                                                                                                                                                                                                                                                                                                                                                                     |         |             |
| 12.5  | NHS Worker Health Assessments                                                                 | N/A                                                                                                                                                                                                                                                                                                                                                                                                                          |         |             |
| 12.6  | Removal of Service Levels                                                                     | Service Levels are set out in Call Off Schedule 14                                                                                                                                                                                                                                                                                                                                                                           |         |             |
| 12.7  | Buyer specific obligations arising from its policies                                          | None                                                                                                                                                                                                                                                                                                                                                                                                                         |         |             |
| 12.8  | Other Call Off Schedules if relevant for example (Tender, Staff Transfer, Transparency plans) | In relation to Call Off Schedule 2 ("Staff Transfer"), at the point of award, it is agreed there are no Transferring Buyer Employees and no Transferring Former Supplier Employees in relation to Parts A, B, C and D.                                                                                                                                                                                                       |         |             |
| 12.9  | Service Recipients                                                                            | <p>Where a Service Recipient receives Services under the Call Off Contract, the Buyer shall be responsible for the acts or omissions of the Service Recipient as if they were the acts or omissions of the Buyer under the Call Off Contract.</p> <p>For the avoidance of doubt, the Buyer authorises the Supplier to accept instructions from the Service Recipients as if it were a direct instruction from the Buyer.</p> |         |             |
| 12.10 | Additional Specific Costs                                                                     | N/A                                                                                                                                                                                                                                                                                                                                                                                                                          |         |             |
| 12.11 | MOD DEFCONs - MOD only                                                                        | DEFCON No                                                                                                                                                                                                                                                                                                                                                                                                                    | Version | Description |
|       |                                                                                               | NOT USED                                                                                                                                                                                                                                                                                                                                                                                                                     |         |             |

The Parties hereby acknowledge and agree that they have read the Call Off Order Form and all the Schedules referred to herein and by signing, agree to be bound by this Call Off Contract.



## Annex 1: Transition or Implementation Plan



## Annex 2: MOD DEFCONS – NOT USED

| DEFCON No | Version | Description |
|-----------|---------|-------------|
|           |         |             |