

Framework Schedule 6a (Short Order Form Template and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE:	CSS21586 003
THE BUYER: PS296650	UK Research and Innovation Oscar Number
BUYER ADDRESS	Polaris House, North Star Avenue, Swindon, SN2 1FL
THE SUPPLIER:	Hays Specialist Recruitment Limited
SUPPLIER ADDRESS:	4th floor, 20 Triton Street, London NW1 3BF.
REGISTRATION NUMBER:	975677
DUNS NUMBER:	22-717-0826
SID4GOV ID:	N/A

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

If an electronic purchasing system is used instead of signing as a hard-copy, text below must be copied into the electronic order form **starting from 'APPLICABLE FRAMEWORK CONTRACT' and up to, but not including, the Signature block.**

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables [REDACTED]

It's issued under the Framework Contract with the reference number RM6277 for the provision of Non Clinical Staff.

CALL-OFF LOT(S):

Lot 3 – IT Professionals

CALL-OFF INCORPORATED TERMS

This is a Bronze Contract.

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:

1. This Order Form.
2. Joint Schedule 1 (Definitions and Interpretation) RM6277
3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6277
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 7 (Financial Difficulties including Annex 5 Optional Terms for Bronze Contracts)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for RM6277
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
4. CCS Core Terms (version 3.0.11)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6277

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.

CALL-OFF START DATE: 01/10/2023

CALL-OFF EXPIRY DATE: 30/11/2023

CALL-OFF DELIVERABLES

The provision of Non-Clinical Temporary staff

ASSIGNMENT:	Temporary Assignment
NUMBER OF ROLES REQUIRED:	1
JOB ROLE/TITLE:	Quality Assurance Engineer - Senior [REDACTED]
AGENDA FOR CHANGE PAY BAND: (use rate card to determine this)	9
FEE TYPE:	Fee Type 2: Non-Patient Facing (Disclosure required)

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DBS REQUIRED (FEE TYPE 1 AND 2 ONLY)	Basic
TEMPORARY WORK-SEEKERS COMPLIANCE REQUIREMENTS) State any other required clearance and/or background checking	Temporary Work-Seekers in Central Government will be checked to Baseline Personnel Security Standard plus any additional checks detailed below. None
PHOTO ID BADGE	For the avoidance of doubt the Photo ID Badge in compliance with Framework Schedule 1 (Specification) Clause 7.26 shall be provided by the Contracting Authority.
ENGAGEMENT OF TEMPORARY WORK-SEEKER	For the avoidance of doubt Joint Schedule 1 (Definitions) Clause 1.4 "Temporary Work-Seeker" shall apply "b) Any worker supplied to a Contracting Authority under this Framework Contract on a temporary basis, by a Supplier acting as an Employment Business, being a person who carries on business of their own account, through a limited company or otherwise and who works under supervision and direction of <u>the Contracting Authority</u> ". Notwithstanding anything under this Agreement to the contrary, the manner in which a Temporary Work-Seeker engaged by the Supplier under a contract for services via a personal service company ("PSC"), provides the services during the Assignment, shall not be under or subject to the supervision, direction or control of the Contracting Authority or Supplier. For the avoidance of doubt, the Contracting Authority shall remain responsible for the PSC whilst on Assignment.

GDPR POSITION

Independent Controller

The Parties acknowledge that for the purposes of the Data Protection Legislation, under these Call Off Terms the Parties are independent Data Controllers of Personal Data. For the avoidance of doubt, Joint Schedule 11 Clauses 3 – 17 shall not apply.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms, as varied by the Framework Award Form.

CALL-OFF CHARGES

Charges as per the Framework Agreement. Discounts under Framework Schedule 1 Clause 13.24 and 13.25 will only be discounted to standard Framework Agreement Charges.

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	AWR Compliant
Pay to Worker	
Total Charge	
The total contract value shall not exceed £28,209.60 excluding VAT as per the breakdown below: ■ Working Days @ ■ ex VAT = £28,209.60 excluding VAT It is the viewpoint of the Contracting Authority that the job role above is in scope of the intermediaries legislation (IR35). All workers are subject to 14 working days' notice period. <u>Financial Variation:</u> Original Contract Value: £32,779.53 excluding VAT Additional cost due to variation 001: £125,165.88 excluding VAT Additional cost due to variation 002: £64,073.02 excluding VAT Additional cost due to variation 003: £28,209.60 excluding VAT New Contract value: £250,228.03 excluding VAT	

For the avoidance of doubt, the Supplier shall be entitled to increase the rates charged to the Contracting Authority at any time including, but not limited to, statutory changes brought about as a result of the Agency Workers Regulations 2010, Pension, Apprentice Levy and changes to the Working Time Directive and National Insurance contributions.

The Parties agree that for the fulfilment of Framework Schedule 1 (Specification) Clause 12.2 it is sufficient where the Supplier will show the Charges and hours worked on each invoice issued.

PAYMENT METHOD

Approval of a timesheet by the Contracting Authority will constitute acceptance

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Electronic Invoices will be issued weekly in arrears and the Contracting Authority shall pay the supplier within thirty (30) calendar days upon receipt and acceptance of a valid invoice. Invoice to include purchase order number and contract reference.

For the avoidance of doubt the Parties agree that Core Terms Clause 4.11 does not prevent the Supplier from raising genuine queries in relation to invoices or from working with CCS or the Contracting Authority to resolve invoicing issues.

The Contracting Authority confirms that the pay to the Temporary Worker will reflect the comparator rate under AWR and full holiday entitlement from day 1 of the assignment of 40.5 days including bank holidays.

BUYER'S INVOICE ADDRESS:

[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	