

# **FORM OF CONTRACT AND MASTER CONTRACT SCHEDULE**

## **FORM OF CONTRACT**

This contract is made on the [28th] January 2021

BETWEEN

**The Secretary of State for Education whose Head Office is at Sanctuary Buildings, Great Smith Street, London, SW1P 3BT acting as part of the Crown (“the Customer”)**

**Investigo Limited is a private limited company, registration number 04803377 whose registered office is at 1 Broadgate, London, EC2M 2QS (“the contractor”)**

WHEREAS the Customer wishes to have provided the following services namely Strategic HR Services pursuant to the ESPO Framework Agreement (reference 3S\_18)

The Department's reference number for this Contract is CON\_7263

NOW IT IS AGREED THAT

- (1) The Service Provider will provide the services in accordance with the terms of the call-off contract (reference number CON\_7263) and Contract Documents.
- (2) The Customer will pay the Service Provider the amount due in accordance with the terms of the call off agreement and the Contract Documents.
- (3) The following documents comprise the Contract Documents and shall be deemed to form and be read and construed as part of this agreement:

- 1.** This Form of Contract
- 2.** The Master Contract Schedule
- 3.** The Call-Off Terms (relating to ESPO Framework 3S\_18 – Strategic HR Services)
- 4.** The documents as listed below

**Authorised to sign for and on  
behalf of the Secretary of State**

**Signature**

Authorised Officer

Print name: [REDACTED]

**Signed by INVESTIGO**

Service Provider

Print name: [REDACTED]

**This document relates to and forms part of the Call-Off Terms**

**(Document Reference CON\_7263)**

**MASTER CONTRACT SCHEDULEF**

**(ESPO Framework Reference 3S\_18 Strategic HR Services)**

## **1. TERM**

**Commencement Date:** 28<sup>th</sup> January 2021.

**Expiry Date:** 30<sup>th</sup> April 2021

**Extension Period:** Not applicable this is a short term, targeted campaign for two roles.

## **2. SERVICE REQUIREMENTS**

**Services and Deliverables required**

**Headhunting services to fill two vacancies at SCS1 level in Commercial Directorate**

**The Services will be delivered by:**

- **Using Investigo's network**
- **External search beyond Intvestigo's immediate network**
- **Market mapping**
- **Production of candidate information pack**

- **Conduct market research across multiple companies and sectors in order to understand the current market and identify profiles with relevant skillsets/experience**
- **Meet candidates via video conferencing to establish suitability**
- **Create shortlist of interested candidates and carry out additional candidate screening**
- **Manage successful candidates' expectations to ensure smooth onboarding process.**
- **Ensure smooth candidate transition into DfE.**

**Performance/Delivery Location/Premises**

All activities will be conducted remotely for this service.

The DfE will not cover any expenses relating to travel expenses.

**Disaster Recovery and Business Continuity**

In line with clause 6 in the call off terms.

### 3. SERVICE PROVIDER SOLUTION

#### Service Provider Solution

As detailed in the proposal – ‘Investigo Working in Partnership with DFE Experts in Procurement and Strategic Sourcing Executive Talent’

Investigo act as trusted advisors to our clients providing unparalleled market knowledge and insight at all stages of the recruitment process.

In order to ensure a quality, professional and reliable service, we run a thorough a 5 stage process as shown:



During this phase we would engage with DFE, to establish the main priorities for the role as well as understanding any unique challenges to both the organisation and the role.

> Headhunt

- ✓ Fully explore Investigo's extensive network
- ✓ External search beyond our immediate network including referrals
- ✓ Market mapping

> Attraction

- ✓ Candidate information pack supplied as required

Investigo to conduct market research across multiple companies and sectors in order to understand the current market and to identify profiles with relevant skillsets / experience.



Following the identification of potential candidates we may hold informal yet confidential conversations with third party contacts for preliminary referencing.

We would then meet via video conferencing with suitable candidates not already within our network and reinterview known candidates where appropriate.



Following the creation of an initial shortlist, we will engage in conversations with the selected candidates. All conversations will be held via telephone on an initial basis, followed by a video conferencing to understand personal motivations and suitability for the Pricing Lead position. We will then create a shortlist of interested candidates and carry out further candidate screening, before commencing with the client interview process.

- ✓ All interview stages managed by Investigo
- ✓ Candidates fully prepped at each stage
- ✓ Post-interview feedback obtained within 24 hours

Aptitude and psychological assessments can be organised as an additional service.



Once DFE has selected a candidate, Investigo will carry out a thorough background check including professional references from past employers.

Investigo will manage the complete offer process, including managing the preferred candidate's expectations to ensure a smooth process leading to offer acceptance.



Communicate with DFE and ensure smooth transition with the internal on-boarding team.

Investigo will be responsible for 'post-offer care' to ensure candidates are integrated into DFE prior to their start date.

#### Key Personnel of the Service Provider to be involved in the provision of the Services and Deliverables

Angharad Kenward, Investigo Limited

### 4. PERFORMANCE OF THE SERVICES AND DELIVERABLES

Not being utilised in this short-term agreement.

#### Critical Service Failure

- (i) In relation to the required Headhunting service for two SCS roles a Critical Service Failure shall include a delay in servicing the demand ordered by the Customer in excess of 24 hours

more than once in any three (3) Month period or more than three times in any rolling twelve (12) month period.

### **Monitoring**

Include any meeting for selection of suitable candidates.

### **Management Information**

Management Information to be provided in accordance with clause 7 of the Call-Off Terms.

## **5. CUSTOMER RESPONSIBILITIES**

### **Customer's Responsibilities (where appropriate)**

**Not appropriate**

## **6. CHARGES AND PAYMENT**

### **6.1 Contract Charges payable by the Customer**

Initial payment of research fee of [REDACTED] Completion fee to be invoiced at candidate start date of ~£<Redacted>per candidate [based on salary of [REDACTED]]. Complete fee will be based on 16% of successful candidates' salary.

The maximum fee payable to client is [REDACTED] (1x candidates starting on [REDACTED] at [REDACTED] search fee)

In the instance where Investigo puts forward a candidate to the DFE and they are unsuccessful there should be no financial penalties to the DFE for appointing the candidate following a stand off period of one calendar year.

### **6.2 DFE Payment Terms**

The Invoice shall be submitted electronically by email to [REDACTED] [@education.gov.uk](mailto:[REDACTED]@education.gov.uk) within 30 days of the end of the relevant invoicing date, quoting the Contract reference number. To request a statement, please email [REDACTED] [@education.gov.uk](mailto:[REDACTED]@education.gov.uk), quoting the Contract reference number. Department undertakes to pay correctly submitted invoices within 5 days of receipt. The Department is obliged to pay invoices within 30 days of receipt from the day of physical or electronic arrival at the nominated address of the Department. Any correctly submitted invoices that are not paid within 30 days will be subject to the provisions of the Late Payment of Commercial Debt (Interest) Act 1998. A correct invoice is one that: is delivered in timing in accordance with the contract; is for the correct sum; in respect of goods/services supplied or delivered to the required quality (or are expected to be at the required quality); includes the date, supplier name, contact details and bank details; quotes the relevant purchase order/contract reference and has been delivered to the nominated address. If any problems arise contact the Department's Contract Manager. The Department aims to reply to complaints within 10 working days. The Department shall not be responsible for any delay in payment caused by an incomplete or illegible invoice.

## **7. CONFIDENTIAL INFORMATION**

The following information shall be deemed Commercially Sensitive Information:

- Candidate details
- Campaign Details

## **8. PROCESSING, PERSONAL DATA AND DATA SUBJECTS**

### **PART A - PROCESSING, PERSONAL DATA AND DATA SUBJECTS**

1. Introduction

- 1.1 The contact details of the Controller's Data Protection Officer are: Controller's Data Protection Officer are [REDACTED].
- 1.2 The contact details of the Processor's Data Protection Officer are: Investigo Limited
- 1.3 The Processor shall comply with any further written instructions with respect to processing by the Controller.

Description	Details
Identity of the Controller and Processor	Notwithstanding clause 16.8.1 the Parties acknowledge that they are also Joint Controllers for the purposes of the Data Protection Legislation in respect of:  Candidate details and processing of potential candidate information.
Subject matter of the processing	The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide a service for provide recruitment resources.
Duration of the processing	Processing will be carried out during the contract period only: 28 <sup>th</sup> January 2021 to 30 <sup>th</sup> April 2021
Nature and purposes of the processing	The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.  The purpose for the call off includes recruitment assessments.
Type of Personal Data	name, address, date of birth, NI number, telephone number, pay, images, biometric data etc
Categories of Data Subject	Candidates details.
Plan for return and destruction of the data once the processing is complete <b>unless</b> requirement under union or member state law to preserve that type of data.	The data is to be retained (where there is a business need for it) for the duration of the contract and then destroyed securely by the Supplier or handed over to the Department. The Contract Manager will advise on specific instances.

## 9. AGREED AMENDMENTS TO THE CALL-OFF TERMS

The following amendments shall be deemed to be made to the Call-Off Terms:  
Not utilised for this agreement.