



Home Office

Form of Contract and Master Contract Schedule
Outplacement Services- C23232
September 2022

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FORM OF CONTRACT

This contract is made on the 5th day of September 2022

BETWEEN

- (1) Home Office of 2 Marsham Street London, SW1P 4DF (the “**Customer**”); and
- (2) Right Management Limited whose registered office is [REDACTED] (the “**Service Provider**”).

WHEREAS the Customer wishes to have provided the following goods and/or services namely Strategic HR Services pursuant to the ESPO Framework Agreement (reference 3S-22).

NOW IT IS AGREED THAT

1. The Service Provider will provide the goods and/or services in accordance with the terms of the call-off contract (reference number 3S-22) 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:
 - This Form of Contract
 - The Master Contract Schedule
 - Annex A - Right Management Strategic HR Services Further Competition Part B

September 2022

IN WITNESS OF the hands of the Parties or their duly authorised representatives:

Signed for and on behalf of

THE HOME OFFICE

by   an authorised officer



Date : 01/09/2022

Signed by

RIGHT MANAGEMENT LTD



Service Provider

Print name:



Date : 7/9/22

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

(Document Reference C23232)

MASTER CONTRACT SCHEDULE

(ESPO Framework Reference 3S-22 Strategic HR Services)

1. TERM
<p>Commencement Date</p> <p>5th September 2022</p> <p>Expiry Date</p> <p>4th September 2024</p> <p>Extension Period</p> <p>3rd September 2025</p>
2. GOODS AND/OR SERVICES REQUIREMENTS
<p>Services and Deliverables required</p> <p>As per the Supplier's proposal to be attached at point of Contract Award</p> <p>Optional Services required</p> <p>As per Part 2 of the ITT</p>
<p>Performance/Delivery Location/Premises</p> <p>At the Supplier's own premises or third-party locations as appointed by the Supplier.</p>
<p>Standards</p> <p>Quality Standards</p> <p>ISO27001 or equivalent</p> <p>Cyber Essentials / Cyber Essentials Plus</p> <p>Technical Standards</p> <p>Not applicable</p>
<p>Disaster Recovery and Business Continuity</p> <p>The Service Provider is required to deliver services as per ISO22301.</p>

Disaster Recovery and Business Continuity terms are as per Clause 6 of the Call-Off Terms.

3. SERVICE PROVIDER SOLUTION

Service Provider Solution

The Service provider shall provide the services under the contract in accordance with the terms and conditions of the contract and their proposal submitted in response to tender submission using C23232 Further Competition Part B dated 12 August 2022 which is included Annex A.

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

Not applicable.

4. PERFORMANCE OF THE GOODS AND/OR SERVICES AND DELIVERABLES**Implementation Plan and Milestones or e.g. delivery schedule (including dates for completion and/or delivery)**

Milestone	Description	Timeframe
1	Initial set up meeting with CTS following contract award	Within 1 month of Contract Award
2	Implementation progress meeting with CTS	Within week 1 of Service Commencement
3	Progress review meeting	Within 30 days of Service Commencement

Critical Service Failure

(i) In relation to the required Services, a Critical Service Failure shall include a delay in servicing the demand for Services 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.

(ii) In relation to the services under this Contract, a Critical Service Failure shall mean a loss of two (2) or more during core hours (08:00 – 18:00 Mon – Fri excluding bank holidays) for more than 24 hours accumulated in three (3) Month period, or 48 hours in any rolling twelve (12) month period.

The default period is three months if less than three months is required then an alternative period should be inserted above.

Monitoring

The service provider is required to maintain contact with the customer via email, telephone and face-to-face channels. The Service Provider is required to provide monthly and quarterly reports on performance and attend Contract Review meetings on a quarterly basis.

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)**

The customer should proactively engage with the service provider in order to establish best working practices and conduct regular Contract Management meetings to monitor supplier performance.

Customer's equipment (where appropriate)

Not applicable

6. CHARGES AND PAYMENT**6.1 Contract Charges payable by the Customer (including any applicable discount but excluding VAT), payment profile and method of payment (e.g. BACS))**

The estimated contract value is [REDACTED] (excluding VAT) including extension options. This does not represent a minimum or a maximum value as the Contract value is subject to change. The Buyer makes no commitment to spend a maximum or minimum value during the Contract period.

All invoices must be sent electronically to

[REDACTED]

All invoices must quote a valid Purchase Order. The Home Office operates a no PO, no payment policy.

6.2 Details of any Customer Rebate (if any) agreed in accordance with clause 11.5.**7. CONFIDENTIAL INFORMATION**

The following information shall be deemed Commercially Sensitive Information:

Not applicable

8. AGREED AMENDMENTS TO THE CALL-OFF TERMS

The following amendments shall be deemed to be made to the Call-Off Terms:

Not applicable

9. PROCESSING, PERSONAL DATA AND DATA SUBJECTS

The Parties agree that, for the purposes of Data Protection Legislation, each Party (to the extent it processes Personal Data) processes Personal Data as an independent data controller in its own right. Nothing in this Agreement is intended to construe either Party as the data processor of the other Party or as joint data controllers with one another with respect to Personal Data.

10. PERSONAL DATA UNDER THE JOINT CONTROL OF THE PARTIES

Not Applicable