DPS FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS

Part 1: Letter of Appointment

Dear Sirs

This letter of Appointment dated 21st September 2020, is issued in accordance with the provisions of the DPS Agreement (RM6018) between CCS and the Supplier.

Capitalised terms and expressions used in this letter have the same meanings as in the Contract Terms unless the context otherwise requires.

Order Number:	TBC by the Customer
From:	Civil Service Employee Policy (CSEP) with offices at [REDACTED] ("Customer")
To:	Korn Ferry (UK) Limited, a company registered in England and Wales under Company Number [REDATCED] , whose registered office is [REDACTED] ("Supplier")

Effective Date:	21 st September 2020
Expiry Date:	End date of Initial Period: 20 th September 2021 End date of Maximum Extension Period: 19 th September 2022 Minimum written notice to Supplier in respect of extension: One (1) Month

Services required:	Set out in Section 2, Part B (Specification) of the DPS Agreement and refined by:
	The Customer's Project Specification attached at Annex A and the Supplier's Proposal attached at Annex B.

Key Individuals:	[REDACTED]
Guarantor(s)	Not Applicable

Contract Charges (including any applicable discount(s), but excluding VAT):	 £36,000.00 This figure is inclusive of the twelve (12) month extension option. This is a breakdown of £18,000 (excluding VAT but including all costs associated with delivery) per year. Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
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	 Before each payment can be considered, each invoice must include an elemental breakdown of work completed and associated costs. Acceptance procedure for deliverables – the Customer will review and sign off each milestone deliverable as set out in table 7.1 of Annex A. 	
Insurance Requirements	No additional requirements.	
Customer billing address for invoicing:	[REDACTED]	

GDPR	Not Applicable.
Alternative and/or additional provisions (including Schedule 8(Additional clauses)):	Not Applicable.

FORMATION OF CONTRACT

BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Supplier agrees to enter a Contract with the Customer to provide the Services in accordance with the terms of this letter and the Contract Terms.

The Parties hereby acknowledge and agree that they have read this letter and the Contract Terms.

The Parties hereby acknowledge and agree that this Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of this letter from the Supplier within two (2) Working Days from such receipt

For and on behalf of the Supplier:

For and on behalf of the Customer:

[REDACTED]

[REDACTED]

ANNEX A

Customer Project Specification

1. PURPOSE

1.1 Civil Service Employee Policy (CSEP) (the Authority) are part of the Cabinet Office. As part of the Pay and Reward Service that CSEP offer to departments, they provide a salary benchmarking service. This is available to the departments that have signed up to the Memorandum of Understanding (MoU) and pay for access to CSEP services and support. Currently there are 47 departments (plus their agencies where applicable) signed up to the MoU.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 Departments are encouraged to use the CSEP Pay and Reward benchmarking service when recruiting to SCS roles, although the service is provided for both SCS and Delegated Grades when a department is advertising a role to help understanding of the market position prior to recruiting. John Manzoni/Alex Chisolm and Rupert McNeil have particular interest in roles advertised above the £150k threshold, therefore the additional layer of benchmarking in the recruitment process for senior roles provides a level of assurance and transparency.
- 2.2 CSEP also carry out salary benchmarking to support broader projects in departments that feed into their reward strategies; a recent example being supporting Department for Transport (DfT) with their ALB senior remuneration review, providing benchmarking and expert analysis.
- 2.3 CSEP will also be a key stakeholder as part of the governments' future locations strategy with new government hubs being created to move roles out of London and into more national locations. CSEP will work with ministers to help implement the overall vision of this and will also work with departments on their future reward strategies.

3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

3.1 The Authority are seeing sustained high demand for benchmarking each year. During the 2018-19 financial year we received 836 benchmarks and in 2019-20 we received 745 benchmarks for both SCS and Delegated Grades and a mixture of general roles but increasingly we are seeing requests for specialist roles/professions. Based on an estimated cost of £500 per benchmark if a department had to go to an external provider (cost based on research with a number of consultancies providing benchmarking, £500 was around the average figure) we saw a cost saving to departments of around £400k.

- 3.2 Alternatively if departments individually bought annual access to the PayNet database to carry out their own benchmarking this could potentially cost £18k x 47 depts = £846k (not including departments/agencies not currently signed up to the CSEP MoU). There would also be a question mark over whether departments would have the resource or expertise to carry out salary benchmarking and provide expert analysis.
- 3.3 The Authority currently use a salary database which providing over 750 organisations across all industries and sectors and over 1 million incumbents, therefore it is an extremely robust dataset. Extensive work to map across their job levels to Civil Service grades to enable clear, accurate matching of roles for our purposes has also been provided.
- 3.4 Without access to a high-quality benchmark survey, the Authority would no longer be able to provide what is an essential part of their service offer to departments.

Expression or Acronym	Definition
ALB	Means Arms Lengths Body
CSEP	Means Civil Service Employee Policy, also referred to as the 'Authority'
DfT	Means Department for Transport
MoU	Means Memorandum of Understanding
SCS	Senior Civil Servant

4. **DEFINITIONS**

5. SCOPE OF REQUIREMENT

- 5.1 The Authority requires a robust and wide ranging Benchmarking Salary Survey that:
 - 5.1.1 The Survey will cover a large number of UK Jobs Markets.
 - 5.1.2 The Survey will cover Private, Public and Not-for-profit sectors across all industries.
 - 5.1.3 The Provider will provide mapping across from surveys job reference levels to Civil Service grades provided.
 - 5.1.4 The Survey has salary information including Base Salary, Allowances, Bonuses and Total Remuneration.
 - 5.1.5 The survey has the ability to look at pay by location.
 - 5.1.6 The Authority has the ability to use the benchmarking information to support wider Civil Service objectives/reward strategies.

6. THE REQUIREMENT

- 6.1 The Potential provider must be able to meet the requirement as detailed above in section 5.1.
- 6.2 The Survey must be compatible with Google and on both Apple and Windows products.
- 6.3 There should be an account manager to contact for further advice on benchmarking and for further detail and/or information on the salary survey.
- 6.4 There should be a training session provided in order to on board the team to the benchmarking survey and system.
- 6.5 The survey should be updated at regular intervals to reflect any changes in the current market.

7. KEY MILESTONES AND DELIVERABLES

Milestone/Deliverable	Description	Timeframe or Delivery Date
1	Access to Survey for up to 20 accounts	Within 1 week of Contract Award
2	Provision of mapping of reference levels within the survey to Civil Service grades.	Within 2 weeks of Contract Award
3	Response to requests for further detail on benchmarking information	Within 1 week of ask

7.1 The following Contract milestones/deliverables shall apply:

8. MANAGEMENT INFORMATION/REPORTING

8.1 Where data input required by CSEP this must satisfies GDPR requirements.

9. VOLUMES

9.1 12 Months benchmarking subscription – unlimited use for up to 20 accounts.

10. CONTINUOUS IMPROVEMENT

- 10.1 Survey is updated at regular intervals to reflect any changes in the current market.
- 10.2 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 10.3 Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented and training given to update as required.

11. SUSTAINABILITY

11.1 Not applicable to this requirement.

12. QUALITY

12.1 The Potential Provide must ensure data is robust, using actual current salaries paid and comes from a broad selection of company types and industry sectors.

13. PRICE

- 13.1 Prices provided by Potential Providers should be for an Annual subscription to the service excluding VAT.
- 13.2 The Price should also provide an optional further 12-month renewal price at the Authority's discretion.

14. STAFF AND CUSTOMER SERVICE

- 14.1 The Potential Provider shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.
- 14.2 The Potential Provider's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.
- 14.3 The Potential Provider shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

15. SERVICE LEVELS AND PERFORMANCE

15.1 The Authority will measure the quality of the Potential Provider's delivery by:

15.1.1

KPI/SLA	Service Area	KPI/SLA description	Target
1	24/7 Access	Access at all times	95%
2	Issue Resolution	Swift fix provided to any online access issues or if the system stops working.	24 Hours
3	Current Salary Information	Survey is updated at regular intervals to reflect any changes in the current market.	

16. SECURITY AND CONFIDENTIALITY REQUIREMENTS

16.1 Any data provided by the Authority must satisfy GDPR requirements and when used in the survey must not be identifiable when used in the survey.

17. PAYMENT AND INVOICING

17.1 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

- 17.2 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
- 17.3 Invoices should be submitted to: CSEP FAO David Blanchfield, 151 Buckingham Palace Road, London, SW1W 9SZ
- 17.4 Once the contract has been awarded, the Authority will raise a purchasing order to peruse payment.

18. CONTRACT MANAGEMENT

18.1 The Authority will manage the contract in accordance with the key milestones and KPI/SLAs.

19. LOCATION

19.1 All services shall be delivered online.

ANNEX B

Supplier Proposal [REDACTED] Annex C – Contract Charges

[REDACTED]