

# FORM OF CONTRACT AND MASTER CONTRACT SCHEDULE

## FORM OF CONTRACT

This contract is made on the 16<sup>th</sup> day of September 2022

BETWEEN

1. Department for Environment, Food and Rural Affairs (DEFRA) of Nobel house, London, SW1P 3JR (the "**Customer**"); and
2. Michael Page International Recruitment Limited (Trading as PageGroup) whose registered office is [REDACTED] 2QW. whose company number is Registered in England No. 04130921. (the "**Service Provider**")

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

NOW IT IS AGREED THAT

- (1) The Service Provider will provide the services in accordance with the terms of the call-off contract 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

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

**Signed for and on behalf of:**

**DEFRA (Defra Group Commercial)**

By: [REDACTED]

[REDACTED]

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

**MASTER CONTRACT SCHEDULE**

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

<b>1. TERM</b>
<b>Commencement Date</b> 16/09/2021
<b>Expiry Date</b> 01/04/2022
<b>Extension Period</b> <b>6 Months</b>
<b>2. SERVICE REQUIREMENTS</b>
<b>Services and Deliverables required</b>  Background <p>Defra Group Commercial (DgC) require a recruitment consultant to provide recruitment services for a dedicated recruitment campaign for the Infrastructure Category Team. A targeted campaign is required to assist in filling a number of Senior Executive Officer (SEO) and Higher Executive Officer (HEO) roles in the expanded Infrastructure Category Team.</p> <p>Historically this category has suffered lack of success in identifying suitable candidates in wider, multi-category campaigns and we require a specific, targeted campaign to identify candidates better suited to the role of the Infrastructure Category Team.</p> <p>DgC Infrastructure Category posts are geographically specific so the recruitment consultant (service provider) is to consider this in their approach to targeting candidates in those specific locations.</p> <p>Services required, but not limited to :</p> <p><b>SEO &amp; HEO Infrastructure Category – commercial specialist campaign requirements</b></p> <ul style="list-style-type: none"><li>• To assist DgC in recruiting suitable commercial specialists into 11 x SEO &amp; 8 x HEO posts for the DEFRA Infrastructure Category Commercial Team via a dedicated recruitment campaign for this category (see Appendix 1 - Michael Page campaign vacancies)</li><li>• An additional 5 x SEO vacancies may be recruited via this campaign – 1 x SEO in DgC Buildings Category (not location specific) and 4 x SEO for SCAH (Science Capability in Animal Health)</li><li>• Project and programme management of the recruitment campaign</li><li>• Specific Microsite to bring to life (included in framework fees)</li><li>• Branded advertisements on MP website</li><li>• Full access to private sector candidate database</li><li>• LinkedIn Advertising</li><li>• Discipline-specific recruiter to manage with significant personal network</li><li>• Candidate Sift, prioritised list and CV</li><li>• Regular review meetings to ensure project delivery &amp; continuous improvement</li><li>• Interview scheduling and on-boarding</li><li>• Free reserve list maintenance for 6 months</li><li>• Consolidated invoicing</li><li>• Consultation following panel sift to ensure key themes regards to ED&amp;I are highlighted</li></ul>

**Additional Services required**

Not Included in ESPO prices

- Testing
- ED&I Surveys
- Premium & Specialist Advertising

**Performance/Delivery Location/Premises**

See Appendix 1 - Michael Page campaign vacancies

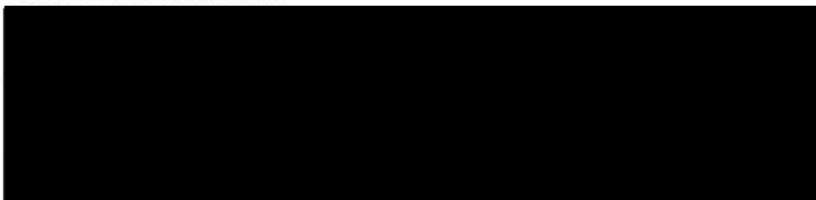
### 3. SERVICE PROVIDER SOLUTION

#### Service Provider Solution

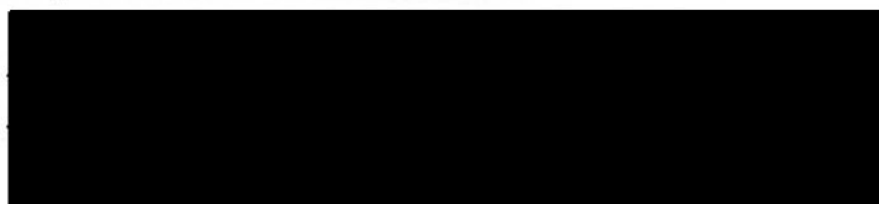
Lot 4 – Multi Role Permanent

As per 'service requirements'

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



#### Key Personnel of the customer



Collectively these individuals to be know as "the Project Team". Any changes to this team to be agreed between the parties. Others may be brought in to this Project team as required.

### 4. PERFORMANCE OF THE SERVICES AND DELIVERABLES

#### Implementation Plan and Milestones (including dates for completion)

A project plan will be created between service provider and customer and returned on signature of this call off as an appendix (to be known as Appendix 2)

Campaign launch date (launch of microsite) 3<sup>rd</sup> November 2021. Any changes to programme to be agreed with the Project Team.

#### Monitoring

Weekly/Bi-weekly reviews will be held with the customer

#### Management Information

Prioritised shortlist of candidates will be provided in accordance with the customers' requirements along with a CV

### 5. CUSTOMER RESPONSIBILITIES

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

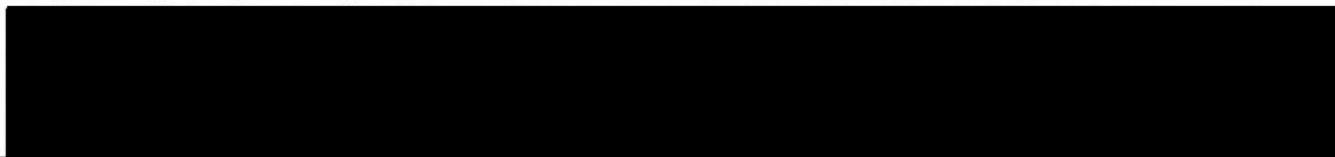
The customer shall provide all information for the Microsite as well as job descriptions at least 2 weeks before the campaign is to go 'live'. The supplier should have all key information such as confirmation on salaries including any retention allowances etc. As well as the financial remuneration confirmation on locations should also be received by this time.

The customer must have panel sift and interview dates confirmed and locked in before commencement of the project

### 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))

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- Final invoice sent once all offers have been made and accepted (based on final numbers at framework rate [REDACTED])
- Page Group will offer a free replacement for any candidate that leaves within 8 weeks of starting
- Page Group will offer a pro-rata rebate for any candidate that leaves and cannot be replaced within 8 weeks of starting
- Page Group will commit to not charging a fee for any current DEFRA employees that apply

## 7. CONFIDENTIAL INFORMATION

The following information shall be deemed Commercially Sensitive Information:

N/A

## 8. PROCESSING, PERSONAL DATA AND DATA SUBJECTS

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

#### 1. Introduction

- 1.1 Any such further instructions shall be incorporated into this Section 8 of the Master Contract Schedule.

Description	Details
Identity of the Controller and Processor	<p>"Notwithstanding clause 16.8.1 the Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of: Provision of agency workers for recruitment activity</p> <p>In respect of Personal Data under Joint Control, clause 16.8.1-16.8.14 will not apply and the Parties agree to put in place a Joint Controller Agreement as outlined in Part B of Section 8 of the Master Contract Schedule instead."</p>
Subject matter of the processing	As described in this Form of Contract.
Duration of the processing	As described in this Form of Contract
Nature and purposes of the processing	<p>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 by automated means) etc.</p> <p>The purpose might include; employment processing, statutory obligation, recruitment assessment etc.</p>
Type of Personal Data	Examples here include; name, address, date of birth, NI number, telephone number, pay, images,
Categories of Data Subject	Agency workers/Candidates
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.	In line with our data retention policy

### [PART B – JOINT CONTROLLER AGREEMENT



The following Part B applies to Personal Data under the Joint Control of the Parties as described in clause 16.8.15 of this Contract.

1. The [Service Provider] shall be responsible for the provision of information to Data Subjects as detailed in GDPR Article 13 (Information to be provided where personal data are collected from the data subject).
2. The [Customer] shall be responsible for the provision of information to Data Subjects as detailed in GDPR Article 14 (Information to be provided where personal data have not been obtained from the data subject).
3. The [Parties] shall be responsible for responding to any request for information from a Data Subject under GDPR Article 15 (Right of access by the data subject).
4. The [Parties] shall be responsible for responding to and rectifying any request for rectification from a Data Subject under GDPR Article 16 (Right to rectification).
5. The [Parties] shall be responsible for responding to and erasing any request for the right to erasure from a Data Subject under GDPR Article 17 (Right to erasure (right to be forgotten)).
6. The [Parties] shall be responsible for responding to and restricting any request for restriction of processing from a Data Subject under GDPR Article 18 (Right to restriction of processing).
7. The [Parties] shall be responsible for notifying any rectification or erasure of personal data or restriction of processing carried out in accordance with GDPR Articles 16, 17 and 18 to each recipient to whom the personal data have been disclosed in accordance with GPR Article 19 (Notification obligation regarding rectification or erasure of personal data or restriction of processing).
8. The [Parties] shall be responsible for responding to and porting any request for data portability from a Data Subject under GDPR Article 20 (Right to data portability).
9. The [Parties] shall be responsible for responding to and complying with any objection from a Data Subject under GDPR Article 21 (Right to object).
10. The [Parties] shall be responsible for ensuring a Data Subject is not subject to a decision based solely on automated processing, including profiling which causes legal effects or significant effects on the Data Subject and shall comply with GDPR Article 22 (Automated individual decision-making, including profiling).
11. The [Parties] shall be responsible for notifying the supervisory authority (Information Commissioners Office) and the Data Subject of any Personal Data Breach in accordance with GDPR Article 33 (Notification of a personal data breach to the supervisory authority) and Article 34 (Communication of a personal data breach to the data subject).
12. Each Party shall maintain a record of its processing activities under its responsibility in accordance with GDPR Article 30 (Records of processing activities).

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

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

[N/A]

**Signed on behalf of:**

**PageGroup**

