

Strictly Private & Confidential

20 November 2023

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

Dear [REDACTED]

Statement of work: Support on Job Levelling & Pay Benchmarking

This Statement of Work confirms the terms of engagement of the WTW entity identified below or any of its affiliates ("WTW," "we" or "us") by Office of Manpower Economics ("OME" or "you") to assist OME with advice on job levelling and pay benchmarking for the Teaching profession.

Scope of services

WTW will provide the consulting services described in the scope outlined in attachment 1 (the "Services"). Ian Milton will serve as the leader of this project and will have responsibility for its overall success. Other WTW personnel may assist with the project as needed.

We estimate that we can complete this work in 5 weeks subject to receiving the appropriate documentation and information.

Terms and Conditions of Engagement

The services described and any other services that WTW provides to OME will be provided subject to the master services agreement in Attachment 2.

Other services

We recognise that you may also ask us, from time to time, to provide other services.

For incidental additional services we would usually provide those services without the need for an additional signed statement of work but simply to let you have an indication of the scope of the further services that we propose to provide. The work undertaken in those cases will be undertaken under the terms of this Statement of Work.

In the case of more substantial projects or pieces of advice we reserve the right to issue further, separate, statements of work setting out in full the terms upon which we would be willing to undertake the project, or provide the advice, in question.

[REDACTED]
[REDACTED]

[REDACTED]
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- | Row | Bar Length (approx. % of total width) |
|-----|---------------------------------------|
| 1 | 95 |
| 2 | 25 |
| 3 | 75 |
| 4 | 95 |
| 5 | 50 |
| 6 | 95 |
| 7 | 100 |
| 8 | 90 |
| 9 | 100 |
| 10 | 95 |

[REDACTED]

[REDACTED]

[REDACTED]

We draw your attention to the provisions in the master services agreement in Attachment 2 limiting our liability in respect of this engagement.

You acknowledge that we are not responsible for the accuracy or completeness of any data received from a third party and shall have no liability in respect of any such data.

Data provided by you will be kept confidential from third parties outside the WTW group and will not in any circumstances be reported outside the WTW group (other than your authorised representatives). When you submit your data, you agree that it becomes part of our databases for general surveys and the WTW

group may make it available to survey staff and other selected Executive Compensation and Work & Rewards consulting staff within the EEA in connection with our quality assurance activities, our performance of statistical analysis, and our provision of compensation related services (e.g., market/job pricings) to survey participants and other selected clients of WTW.

If this Statement of Work and Attachment 1 accurately describe the terms of our engagement, please have an authorised representative of OME countersign below and where indicated in the master services agreement in Attachment 2 (and do the same in respect of the enclosed copies, returning a set of countersigned documents to me for our records).

WTW appreciates the opportunity to be of service to OME. Should you have any questions now or during our engagement, please contact me.

[Redacted signature block]

Date: 20 NOVEMBER 2023

Accepted and agreed on behalf of OFFICE OF MANPOWER ECONOMICS

By: ... [Redacted signature]

Print name: ... [Redacted name]

Print title: [Redacted title]

Date: 20 November 2023

Attachments: Attachment 1 (Scope of services)

Attachment 2 (Master Services Agreement)

Attachment 1

Scope of Services

Our understanding

Based on our conversations with you, OME is seeking to develop a view of the relativities and market positioning for the range of jobs in the teaching profession. Accordingly, you wish to appoint WTW to undertake independent advice and guidance. You would like the review to be completed by December 2023 at the latest.

Our approach

We would suggest the following steps to meeting your needs:

1. WTW will conduct a 1-hour kick-off call to confirm activities and timeline.
2. OME will provide available information such as job descriptions, organisation charts and any other information that helps us to understand the roles in scope.
3. WTW will evaluate the requested 27 jobs through the WTW Global Grading System ("GGS") methodology, drawing on the information.
4. WTW to develop a report of the associated level, and explanation for each role evaluated.
5. WTW will conduct a 1-hour review of the report with the OME project team.
6. WTW will update the results based on feedback from the calibration review and develop a findings commentary on the results.
7. WTW will conduct a 1-hour findings discussion with OME and provide feedback on the process.
8. On completion of the job levelling, WTW will benchmark the roles against our MDS survey and provide a view of the competitive position by WTW global grade showing the distribution of reward for base pay, % bonus opportunity and target total cash. WTW will also provide a perspective on typical benefits for each WTW global grade.
9. WTW will conduct a 2-hour discussion with OME outlining the pay benchmarking, provide feedback on the process and discuss implications for the jobs in scope.
10. WTW to update all materials and pass to OME for next steps.

Attachment 2

WTW and OFFICE OF MANPOWER ECONOMICS
Master Services Agreement

1. **Parties and Application.** This master services agreement (the “**MSA**”) covers all services, advice, Work Product (as defined below) (collectively, the “**Services**”) provided by the WTW entity identified below “**WTW**”, “**we**”, “**our**” or “**us**”) to the entity identified below or any of its affiliates (collectively, the “**Client**”, “**you**” or “**your**”). In this MSA, you and we will each be referred to as a “**Party**” and collectively as the “**Parties**”. Affiliates of WTW also may enter Statement(s) of Work with you under this MSA.

The scope of services for each project will be agreed upon by you and us in a statement of work (the “**Statement of Work**”) and shall, unless provided otherwise in the particular Statement of Work, incorporate the terms and conditions of this MSA.

2. **Fees and Expenses.** Any fees or rates quoted or estimated are exclusive of any applicable sales, or similar taxes. Expenses are charged in addition. We may also charge a technical and administrative fee of 7% of the consulting fees and an administrative fee of 5% of any vendor charges other than travel unless arrangements are made in advance for charges to be invoiced to and paid by you directly.

Unless otherwise agreed, we will submit invoices for the Services provided and expenses incurred on a monthly basis. Invoices shall be paid within 30 days of receipt. In the event that invoices are not paid within that time, we shall be entitled to charge a late payment fee of the lesser of 1% per month or the maximum allowed by law.

3. **Our Responsibilities.** We shall provide the Services in a professional manner with reasonable skill and care and in accordance with all laws and regulations applicable to us. We will assign to the project team, members of our staff with adequate education, training, and experience to perform the tasks assigned to them. We will use reasonable endeavours to meet any agreed timetable.

The work product we produce in the course of providing the Services (the “**Work Product**”) will not infringe any intellectual property right of any third party. Unless otherwise expressly agreed in writing, we do not accept any fiduciary or trust responsibilities or related liability in connection with the performance of the Services. We do not provide legal, accounting or tax advice.

4. **Your Responsibilities.** You will provide us, in a timely manner, with all documentation, information, access to your personnel, access to your premises (if applicable) and cooperation reasonably required to provide the Services. Any delay or failure to provide such documentation, information, access to your personnel or cooperation may result in: (a) a revision to any agreed timetable; and (b) if we are required to perform any additional work as a result, in additional fees being charged. We will rely on the documentation and information provided by you or your representatives and do not take responsibility for verifying the accuracy or completeness of it. You may rely only upon our final Work Product and not on any drafts or oral statements made by us in the course of performing the Services.
5. **Intellectual Property Rights and Work Product.** You shall retain ownership of all original data and materials provided to us by you or your representatives and the intellectual property rights in that data and materials. You will have the right to use, reproduce and adapt the copies of the Work Product for internal purposes within your organisation. We shall retain the intellectual property rights in the Work Product, and the skills, know-how and methodologies used or acquired by us during the course of providing any of the Services.

The Services, including the Work Product, are provided solely for the intended purpose, and may not be referenced or distributed to any other party without our prior written consent. You may distribute the Work Product to your affiliates, provided that you ensure that each such affiliate complies with the terms and conditions of this MSA and any applicable Statement of Work, as if it were a party to them, and you remain responsible for such compliance.

You shall not refer to us or include any of our Work Product in any shareholder communication or in any offering materials (or fairness opinion provided by your professional advisers) prepared in connection with the public offering or private placement of any security, unless otherwise agreed in writing.

6. **Confidentiality and Data Privacy.** Each Party (the “**Recipient**”) shall protect all confidential information which the other Party (the “**Discloser**”) provides to it (whether orally, in writing or in any other form) (“**Confidential Information**”) using the same standards as the Recipient applies to its own comparable confidential information, but in no event less than reasonable measures. Confidential Information shall not include information that is: (a) already known to the Recipient at the time of disclosure; (b) in the public domain or publicly available; (c) provided to it by a third party who is under no such obligation of confidentiality; (d) independently developed by it; or (e) is required to be disclosed by court order, regulatory authority or other legal process, provided that prior to disclosing any Confidential Information, the Recipient shall, if permitted by law, notify, and cooperate with the Discloser, at Discloser’s expense, to lawfully limit and/or obtain appropriate protective orders with respect to such portion(s) of the Confidential Information which is the subject of any such required disclosure. Each Party may disclose Confidential Information to its legal advisers to protect its own legitimate interests or to comply with any legal or regulatory requirements.

You agree that we may maintain, process and transfer your Confidential Information in order to perform the Services, and for other reasonable ancillary purposes, unless you instruct otherwise.

In addition, you hereby grant us permission to use Confidential Information we receive from you or your representatives in the course of the Services in industry benchmarking studies, trend analyses and research. We may use the results of these studies, analyses and research for various purposes, including articles and studies for distribution to our other clients and prospects. Any such articles or studies will not disclose your participation or mention the inclusion of your data to any other party. Any findings from these studies that may show individual participant results will be on a blinded basis, and will not attribute any finding to a specific participant.

We will process personal data in accordance with our Data Processing Protocol (version 1) available at <https://www.willistowerswatson.com/en-GB/Notices/data-processing-protocol-europe> (the “Protocol”)

7. **Limitation of Liability.**

- (a) If the Services do not conform to the requirements agreed between the Parties, you shall notify us promptly and we shall re-perform any non-conforming Services at no additional charge or, at our option, refund the portion of the fees paid with respect to such non-conforming Services. The re-performance of the Services or refund of the applicable fees is intended to provide an adequate remedy for any failure on our part to adhere to the requirements agreed between the Parties for the performance of Services. Whether or not such re-performance or refund would provide an adequate remedy for any loss or damage suffered by you or any third party, the aggregate liability taken together of WTW, our affiliates and our and their respective employees, directors, officers,

agents and subcontractors ("**Related Persons**") arising from or in any way connected with the Services, whether in contract, tort (including, without limitation, negligence and misrepresentation), or for breach of statutory duty or otherwise (all of these being what we call "**Theories of Law**"), shall not exceed in aggregate £2,000,000 (two million pounds sterling) unless another amount has been agreed in the applicable Statement of Work.

- (b) Subject to paragraph 7(c), in no event shall we or any of the Related Persons be liable under any Theories of Law under or in connection with, or arising out of, this MSA, any Statement of Work or any Services with respect to any: (i) loss of income; (ii) loss of actual or anticipated profits; (iii) loss of business; (iv) loss of revenue or the use of money; (v) loss of contracts; (vi) loss of anticipated savings; or (vii) any indirect or consequential loss (all these categories being referred to herein as "**Special Losses**"). This exclusion of liability for Special Losses applies whether any of them are foreseeable, known, foreseen or otherwise contemplated, unless otherwise agreed in writing between the Parties. Also, the particular Special Losses in that list (i) to (vi) inclusive apply whether such Special Losses are direct, indirect, consequential or otherwise.
 - (c) In the rare circumstances where the only damages that can be suffered under any Statement of Work or any Services are Special Losses, then paragraph 7(b) shall not have effect but, in that case, the limitation in paragraph 7(a) shall apply to such Special Losses.
 - (d) Without limiting anything else in this section 7, where we or any of the Related Persons are jointly liable to you with another third party under or in any way connected with this MSA, any Statement of Work or any Services, we and the Related Persons shall, to the extent permitted by law, only be liable to you for those losses that correspond directly with our or our Related Persons' proportionate share of responsibility for the losses in question, whether or not such other third party is made a party to the same proceedings as us or any related proceedings and whether or not such party satisfies (or is able to satisfy) any judgment against it.
 - (e) Nothing in this MSA or in any Statement of Work shall exclude or limit the liability of WTW or the Related Persons: (i) for death or personal injury resulting from the negligence of WTW or the Related Persons; (ii) for fraudulent acts or omissions of WTW or the Related Person; or (iii) to the extent that the law does not permit the same to be excluded or limited.
8. **Third Parties.** For the avoidance of doubt, section 7 confers rights on the Related Persons which may be enforced by any of them. Otherwise, no person who is not a party to this MSA or any Statement of Work shall have the right to enforce any of these terms. We accept no responsibility for any consequences arising from any third party relying on the Work Product. If we agree to provide the Work Product to a third party, you are responsible for ensuring that the third party is made aware of the fact that they are not entitled to rely upon it. You agree to reimburse us for all costs (including reasonable legal fees) that we incur in responding to any requests or demands from third parties, pursuant to legal process or otherwise, for data or information related to the Services.
9. **Termination.** Except as may otherwise be agreed in an applicable Statement of Work or other written agreement, either Party may terminate this MSA or any Statement of Work for convenience, in whole or in part, at any time by giving written notice to the other party of such termination, and specifying the effective date thereof. We shall be entitled to be paid for Services rendered up to the effective date of any such termination, and for expenses incurred. Any provision of this MSA or any Statement of Work that would be reasonably intended to apply after termination will do so, including paragraphs 5, 6, 7, 8, 11, 12 and 13.

10. **Force Majeure.** Neither Party shall be liable for any delay or non-performance of its obligations arising under any Statement of Work caused by an event beyond its control (a “**Force Majeure Event**”) provided that the Party affected gives prompt notice in writing to the other Party of such Force Majeure Event and uses all reasonable endeavours to continue to perform its obligations. Either Party may terminate any Statement of Work by written notice to the other with immediate effect if such Force Majeure Event continues for more than 3 months.
11. **Miscellaneous.** In respect of each project, this MSA, together with the applicable Statement of Work, sets out the complete and exclusive statement of agreement and understanding between the Parties, which supersedes and excludes all prior or contemporaneous proposals, understandings, agreements or representations, whether oral or written, with respect to the subject matter of the Statement of Work in question. Any modifications of or amendments to this MSA or a Statement of Work or a change to the Services must be in writing and agreed by the Parties. Should any provisions of this MSA or any provisions of a Statement of Work be declared void, illegal or otherwise unenforceable, the remainder shall survive unaffected.

Neither Party may assign or delegate any of its rights or obligations to any third party without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign or delegate any of its rights and obligations to an affiliate. We reserve the right to employ subcontractors to assist in providing Services and to pass to them any information and materials (other than personal data which shall be dealt with in accordance with our Protocol) they need to perform their work. Where we use affiliates or subcontractors to provide the Services, we will remain ultimately responsible for the provision of the Services.

Neither Party shall have any liability in respect of any statement (except in the case of fraud where the liability of each Party to the other shall be unlimited) made by such Party or on its behalf to the other Party which is not contained in this MSA or in the applicable Statement of Work and each Party acknowledges that it has not entered into this MSA or any Statement of Work, or will enter into a Statement of Work, in reliance on any representation by the other Party which is not contained in this MSA or the applicable Statement of Work.

We do not tolerate unethical behaviour either in our own activities or in those with whom we seek to do business. We will comply with applicable laws, regulations, and rules.

12. **Compliance with Sanctions Laws.** Sanctions and export control laws from the EU, United States, and other government authorities prohibit companies, including WTW, from conducting business in certain jurisdictions or with certain individuals. The restrictions may differ based on your business activity, ownership structure, and the location or nationality of your employees. Please inform us of any insurance or service requirements you have which touch upon goods, countries, entities or individuals subject to any sanctions or export controls. We will comply with all applicable sanctions and export control laws, and we are not responsible for actions taken by third parties based on their own sanctions or export control constraints.
13. **Dispute Resolution and Governing Law.** The Parties agree to work in good faith to resolve any disputes arising out of or in connection with this MSA or any Statement of Work. If a dispute cannot be resolved it shall be submitted to non-binding mediation in accordance with the Centre for Effective Dispute Resolution's model mediation procedure then in force before either Party pursues other remedies hereunder. The arrangements between the Parties (and all non-contractual relationships arising out of or related to them) shall be governed by and subject to English law and, subject to the

dispute resolution provisions set out above, each Party hereby irrevocably submits to the exclusive jurisdiction of the English courts.

**Signed by and on behalf of:
TOWERS WATSON LIMITED**

By:

[Redacted]

Print name:

[Redacted]

Print title:

[Redacted]

Date: 20 NOVEMBER 2023

**Accepted and agreed on behalf of:
OFFICE OF MANPOWER ECONOMICS**

By:

[Redacted]

Print name:

[Redacted]

Print title:

[Redacted]

Date: 20 November 2023