

PARTNERSHIP AGREEMENT

This Partnership Agreement ("the Agreement") is entered into on 11 April 2022, (the Effective Date")

Between:

Women Returners Ltd, a limited company incorporated and registered in England and Wales with company number 9028108, whose registered office is at 20-22 Wenlock Road, London, N1 7GU England ("WR") and whose contact email for contractual communication purposes is office@womenreturners.com.

and

Government Internal Audit Agency, an executive agency of HM treasury, whose registered office is 7th Floor, 10 victoria Street, London, SW1H 0NB. ("the Client") and whose contact email for contractual communications purposes is GIAACommercial@giaa.gov.uk

Collectively "the Parties" or individually "a Party".

- (A) WR provides consulting, promotion, training and coaching services to client partners who want to attract and support professionals returning to work after an extended career break.
- (B) The Client has requested that WR provide the Client with the Services detailed in the Statement of Work, as annexed to this Agreement.
- (C) The Statement of Work is incorporated into the Agreement. The Agreement constitutes the entire agreement between the Parties and supersedes any prior oral or written agreement between the Parties. In the event of any conflict between the main body of the Agreement and the Statement of Work, the Statement of Work will take priority.

1. The Services

- 1.1 The Services that the Client has selected for WR to provide will be detailed in the Statement of Work.
- 1.2 Once agreed and detailed in the Statement of Work, WR will not be obliged to modify the Services in terms of nature, timing, or scope unless both Parties agree to the changes in writing. Any written agreement to modify the Services will include details of any changes to any applicable timetable, and the Fees to be paid.

2. The Fees

- 2.1 The Client will pay WR the Fees set out in the Statement of Work. WR will raise its invoice for the Fees at the time or with the frequency also detailed in the Statement of Work.

- 2.2 The Client will pay WR's invoices within thirty (30) days of the invoice date, unless otherwise detailed in the Statement of Work.
- 2.3 WR will cease provision of the Services without liability if the Fees are not paid by the Client in accordance with the clause 2.2 above or as set out in the Statement of Work.
- 2.4 WR will raise it invoice(s) for Expenses as required, which will be payable by the Client in accordance with clause 2.2 above.
- 2.5 If Client fails to pay an invoice by the date on which it falls due WR will be entitled to charge the Client interest on any amount which remains unpaid, calculated at the rate of four percent (4%) above Barclays Bank plc's base rate from time to time on a monthly basis from the date payment was due until judgment.
- 2.6 The Fees detailed in the Statement of Work are exclusive of all withholding taxes, duties, other similar taxes on services which the Client will pay as specified on invoices submitted by WR.
3. Cancellation or Postponement
 - 3.1 The Services are created for the Client on a bespoke basis and cannot be cancelled or postponed once they have commenced without incurring the Fees. If the Client seeks to cancel or postpone the Services after commencement, WR will remain at liberty to charge the Fees subject to the specific cancellation or postponement provisions set out in the Statement of Work.
 - 3.2 Unless otherwise agreed in the Statement of Work:
 - 3.2.1 The Client will provide WR with a minimum of fourteen (14) days' notice of any requests to change to timings or dates for delivery of the Services;
 - 3.2.2 The Client may cancel or postpone the Services prior to commencement upon providing WR with twenty-eight (28) days' notice in writing.
 - 3.3 If the Client fails to give notice in accordance with clause 3.2 above, WR will be at liberty to charge the Client 50% of the Fees unless otherwise agreed in writing.
 - 3.4 Coaching sessions which are included in the Services and which have been agreed between the Parties can only be re-arranged with at least 14 days' notice for multi-person coaching sessions, and 7 days' notice for single person coaching sessions. Coaching sessions which are cancelled with less than 7 days' or 14 days' notice as applicable, or which are not attended by the Returner(s), will not be refunded by WR, and may incur an additional charge to re-arrange.
4. Unsatisfactory Performance
 - 4.1 The Client will have ten (10) calendar days after delivery of the final invoice to provide WR with a written objection if Client believes that the Services have not been provided in accordance with this Agreement ("the

Objection”). The Objection must include a detailed identification of each element of the Services which have not been properly provided.

- 4.2 Dis-satisfaction with matters outside the Services detailed in the Statement of Work will not constitute a proper basis for an Objection.
- 4.3 Upon receipt of an Objection, WR will ensure the provision of the Services in a manner that is consistent with the Statement of Work.
- 4.4 The Client will be deemed to have accepted satisfactory provision of the Services if no Objection is delivered to WR within ten (10) calendar days after the final invoice date.

5. Intellectual Property Rights

- 5.1 The Client agrees that all Intellectual Property Rights are and will always remain the sole and exclusive property of WR.
- 5.2 In consideration of and subject to payment in full of the Fees in accordance with the Agreement, the Client is hereby granted a non-exclusive, non-transferable, limited license to use the Intellectual Property Rights used by WR to provide the Services.
- 5.3 Except as expressly authorised by WR in writing the Client will not use, sublicense, distribute or otherwise transfer the Intellectual Property Rights for the benefit of a third party.
- 5.4 For the avoidance of doubt nothing in this clause 5 will restrict WR from reusing its Intellectual Property Rights.
- 5.5 The Client will not use the name(s), trademarks, trade names, service marks, or other marks of WR, whether registered or not, in publicity releases or advertising or in any other manner, without the prior written approval of WR.
- 5.6 WR may include the Client’s name and logo and details of the nature of the Services provided to the Client in WR’s client lists, website, and sales and marketing materials.

6. Confidentiality

- 6.1 During the term of this Agreement the Parties will become exposed to Confidential Information received from or given access to by the other Party (whether orally or in writing). Both Parties will take all necessary precautions against disclosure of Confidential Information to third parties and will refrain from using Confidential Information for their own use or benefit other than as is strictly necessary to perform its obligations in this Agreement.
- 6.2 Confidential Information does not include information that:
 - 6.2.1 is now or hereafter becomes, through no act or failure to act on the part of the receiving Party, generally known or widely available to the public;
 - 6.2.2 was known by the receiving Party prior to receiving such information or materials from the disclosing Party;

6.2.3 is independently developed by the receiving Party without using, incorporating, referencing, recreating, or relying upon any of the Confidential Information.

6.3 Neither Party will be prohibited from disclosing Confidential Information if compelled to do so by a court or regulatory authority provided that the disclosing Party will first, to the extent reasonably practicable, provide the other Party with reasonable written notice prior to such disclosure and an opportunity to defend against disclosure.

6.4 All tangible copies or storage media including Confidential Information of one Party in the possession of the other will be returned within thirty (30) days following expiration or termination of this Agreement, provided that each Party may retain one (1) copy thereof for archival purposes, all of which will be held subject to the obligations under this clause 6.

7. Data Protection

7.1 For the purposes of this clause 7 the terms “Data”, “Controller”, “Processor”, “Data Subject”, “Personal Data”, are as defined in the Data Protection Legislation.

7.2 The Parties acknowledge and agree that:

7.2.1 Potential Data Subjects are Returners Engaged by the Client who receive the Services;

7.2.2 Personal Data may include contact details, CVs and other information provided directly by the Data Subject or by the Client to enable WR to provide the Services;

7.2.3 Each Party shall be responsible for complying with the Data Protection Legislation relevant to its own Processing of the Personal Data concerned.

7.2.4 Each Party shall ensure that they take appropriate technical and organisational measures to safeguard the security of the Personal Data in its possession and control.

7.2.5 Each Party will co-operate in relation to any exercise by a Data Subject of its rights in relation to the Personal Data that may be held by both of them: and shall each ensure that its own Processing activities are communicated to the relevant Data Subjects in accordance with the Data Protection Legislation.

7.2.6 Neither Party shall retain the Personal Data for longer than is necessary for its purpose (unless otherwise required or permitted by law).

7.3 Each Party shall indemnify the other against all loss, liability, damages, costs, third party claims, fees, and reasonable incurred expenses which it or any Returner may incur or suffer by reason of any breach of this clause 7 or the Data Protection Legislation by the other Party, save where it is acting at the direct instruction of the other Party.

8. Non-Solicitation

During the term of the Agreement and for twelve (12) months after Termination, the Client will not solicit or induce any WR Personnel to become directly Engaged by the Client.

9. Term and Termination

9.1 The Agreement will commence on the Effective Date and will continue until terminated in accordance with this clause 9.

9.2 Either Party may terminate this Agreement and any Statement of Work without cause upon giving the other Party no less than twenty-eight (28) days' notice in writing, or any other notice period as detailed in the Statement of Work.

9.3 Either Party may terminate this Agreement and any Statement of Work at any time upon immediate written notice in the event of:

9.3.1 a breach or default of any material obligation under the Agreement which is not remedied within thirty (30) days after written notice of such breach or default unless the breach or default is not capable of remedy;

9.3.2 the other Party has a receiver or administrative receiver appointed; passes a resolution for winding up (other than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction); a court of competent jurisdiction makes an insolvency order; enters into any voluntary arrangement with its creditors; or ceases or threatens to cease to carry on business.

9.4 Upon termination of the Agreement (howsoever occasioned), all amounts due for the Services and any Expenses will immediately become due and payable; and the Client will pay all such amounts to WR within three (3) business days after the effective date of termination of the Agreement.

10. Liability

10.1 In no event will WR or its Personnel be liable for any indirect, special, incidental, consequential, additional, exemplary, or punitive damage including any loss or damages for lost sales, loss of turnover, loss of bargain, loss of opportunity, lost profits, lost savings, lost data, loss of use or loss of business or goodwill.

10.2 WR's liability arising out of this Agreement and the Services will not exceed one hundred and twenty five percent (125%) of the amounts actually paid by Client to WR for the Services.

10.3 WR does not exclude any liability for death or personal injury caused by WR or its Personnel's negligence or any other liability which is not capable of being excluded by operation of law.

11. Indemnity

11.1 The Client agrees to indemnify, hold harmless and defend WR, its shareholders, directors, officers, Personnel, employees, agents, successors and assigns from and against any and all claims for loss, damage or injury

(including actual legal fees, court costs and costs of experts), and from and against any and all actions (including suits, actions or administrative, legal or equitable proceedings of any kind) brought against WR, which arise from or in connection with any act or omission on the part of Client.

11.2 The Client's obligation to indemnify WR will not apply to such claims or actions which arise solely from an act or omission on the part of WR.

12. Miscellaneous Provisions

12.1 Any notice, communication, or consent by any Party to the other Party must be made in writing by email, addressed to the Party to be notified at the contractual contact email addresses set forth above for the Client and for WR, or as may be later designated in writing. Notices will be effective 24 hours after electronic confirmation of transmission has been received.

12.2 In the event that any provision of the Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will continue to apply and, the court will limit the scope or application of the affected clause to the least extent possible.

12.3 This Agreement will be binding upon and inure to the benefit of Parties and their permitted successors and permitted assigns.

12.4 Unless otherwise provided herein, failure or delay by a Party in exercising any right, power, or privilege hereunder will not act as a waiver.

12.5 Neither Party will be liable for non-performance, delay, loss or damage from any cause or matter that is beyond that Party's reasonable control, including without limitation, earthquake, fire, flood, communication disruptions, environmental conditions, pandemic, war or other conflict, public disturbance, strikes, or unavailability of material or supplies.

12.6 Neither the benefit nor the burden of the Agreement may be assigned by Client to any other person without the prior written consent of WR, such consent not to be unreasonably withheld.

12.7 Except as expressly set forth herein, nothing in this Agreement will confer any rights upon any person or entity other than the Parties hereto and their respective successors and permitted assigns whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

12.8 The Agreement will be governed by English law and the Parties irrevocably submit to the exclusive jurisdiction of the English courts.

Signed for and on behalf of: WR Women
Returners Ltd

Signed: REDACTED

Name: REDACTED

Position _____ REDACTED

CLIENT

Government Internal Audit Agency

Signed: REDACTED

Name: REDACTED

Position: REDACTED

SCHEDULE: STATEMENT OF WORK

Women Returners / Government Internal Audit Agency Returner Partnership Programme 2022

Outline Brief

Women Returners will partner with the Government Internal Audit Agency (GIAA) on a 2022 UK returner programme, with the assumption that the programme will be a cohort-based returnship for up to 10 returning professionals joining at the same time. Our services will include:

1. Consulting and Programme Manager Support

- Take learnings from Women Returners’ extensive experience and using our Returner Programme Toolkit, provide comprehensive advice on attracting, assessing and supporting experienced professionals on career break:
 - tailored to your needs, structure, culture and commercial objectives
 - identifying and lowering internal barriers to returner hire at each recruitment stage
 - recognising the psychology and transition stages of a joiner returning after a multi-year break
- To include step-by-step advice during a virtual Design Meeting and an Induction and Support Meeting on:
 - “Returner-friendly recruitment and inclusion” – attraction, application, assessment processes, onboarding, support
 - Internal and external communications
 - Support and development for interviewers, line managers and returners
- Provide detailed reference guides:
 - Returner Programme - Interviewer Guide
 - Returner Programme - Line Manager Guide
 - Returner Programme - Programme Manager Guide
- Co-create advertising for returner programme
- Act as a specialist advisor for the GIAA programme manager on issues arising during recruitment and the programme itself

2. Attraction and Engagement

Advertising & Promotion

Provide access to our Women Returners Professional Network and to social media network, in conjunction with your own additional agreed advertising/media and internal referrals:

- Dedicated GIAA Returner Programme webpage on Women Returners website during recruitment window (up to 3 months)
- Dedicated email announcing programme to our 7,000+ subscribed network of experienced high-calibre professional women returners
- Promotion of programme to our social media network of over 12,000 followers: Twitter 6,500 followers; Facebook 4,300 followers; LinkedIn Group 1,600 members
- Programme listing included in Women Returners subscribed network twice-monthly emails: Monthly Bulletin and Monthly Opportunities Update
- Ongoing promotion: GIAA logo posted on the 'A-Z Returner Employers' webpage on the Women Returners website (for 1 year)

Launch Event (optional)

Co-host a virtual Launch Event, giving you the opportunity to highlight your organisation and returner programme to your returner target audience. The event provides returners with the opportunity to hear from your employees and find out more about GIAA, the opportunities, and the programme before making their application. We will advise on the content and structure of the event. The half day event would include speaker sessions, a panel, a 30-minute Women Returners workshop, and potentially networking opportunities.

3. Support & Development

Career Returners Coaching Programme

Deliver our proven, insight-led four-stage *Career Returners* Coaching Programme, which has been specifically tailored to address the practical and psychological challenges faced by professionals re-entering the workforce

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REDACTED

Interviewer Briefing Session

- Provide a tailored 60-75 minute interactive virtual briefing session for recruiters and hiring managers on interviewing women returners, focusing on how to get the best out of returners during the interview process
- The session provides practical advice to address specific areas of potential unconscious bias towards this group and covers issues such as adapting competency-based questions and when/how to raise the career break, salary, and flexibility

- Usually introduced with a programme overview by HR and ends with a joint Q&A. Supported by the Returner Programme Interviewer Guide
- Recorded and licensed to use for a year for interviewers who cannot attend

Line Manager Briefing Session

- Provide a tailored 60-75 minute interactive virtual briefing session for all line managers on managing returners, focusing on how to get the best out of a returner when they join your team. Can also involve HRBPs, mentors etc
- The session covers the psychology of a returner, the transition stages they go through and how a line manager can best support at each stage to maximise benefits for the returner and the organisation.
- Usually introduced by HR and ends with a joint Q&A. Supported by the Returner Programme Line Manager Guide
- Recorded and licensed to use for a year for managers who cannot attend

Fees (ex VAT)

- For Consulting, Attraction, Support and Development as detailed above: REDACTED

Note: includes launch event and assumes up to 10 participants coached as a group, starting at the same time.

* Online Strengthsfinder assessment tool for each returner REDACTED, and coach's travel if relevant, will be expensed in addition at cost.

- REDACTEDThe fees are exclusive of VAT which will be added to invoices at the prevailing rate
- Invoices are payable in full within 30 days of date of invoice in accordance with the Agreement