



OFFICIAL  
**Appendix A**  
**W0454 Use of Permanent Recruitment Agencies for the**  
**Intellectual Property Office -**  
**Specification**

## **1. SUMMARY**

- 1.1** This contract is to provide expert help for the Intellectual Property Office to recruit into key roles across the organisation. The customer is seeking Potential Providers to be on our preferred supplier list of Recruitment Agencies who will provide additional assistance as and when required.

## **2. BACKGROUND TO THE IPO**

- 2.1** The Intellectual Property Office (IPO) - an operating name of the Patent Office - is an Executive Agency of the Department for Science, Innovation and Technology (DSIT). It aims to stimulate innovation and enhance the international competitiveness of British industry and commerce. It offers customers an accessible, high quality, value for money system both nationally and internationally, for granting intellectual property rights.
- 2.2** The IPO is a highly successful organisation which, over its 155-year history, has adapted its approach and services to meet changing demands. Its core business and products deliver high quality, cost effective Intellectual Property (IP) rights to customers and its success in these core areas is tied to a much wider range of activities, such as awareness-raising and enforcement. Its customers operate within both the UK and global economies. Further information about the IPO can be found on its website at: [www.ipo.gov.uk](http://www.ipo.gov.uk)

## **3. BACKGROUND TO THE REQUIREMENT**

- 3.1** At the Intellectual Property Office, we've chosen to enlist the help of recruitment agencies to help fill select roles across the organisation, especially within our DDaT profession.
- 3.2** We only use agencies for roles we have historically struggled to recruit for. These are usually niche, technical, IT positions, and are often positions which utilise new technologies such as Microsoft Dynamics, skills that unfortunately not many candidates on the market have.
- 3.3** Requests for assistance will be ad hoc and not necessarily come regularly. Some months there may be no requests and other months there may be a much higher demand for services.

## **4. DEFINITIONS**

Expression/Acronym	Definition
IPO	Intellectual Property Office
DSIT	Department for Science, Innovation and Technology
DDaT	Digital Data and Technology

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## **5. AIMS AND OBJECTIVES**

- 5.1** The aim is for the IPO to have additional help sourcing candidates for our permanent recruitment campaigns that can be accessed on an ad-hoc basis. The service offered by the Potential Provider must be reliable and adhere to the outlined processes.

## **6. THE REQUIREMENT**

- 6.1** The contract should enable the Intellectual Property Office to contact the Potential Provider via a dedicated email address informing them of an upcoming recruitment.
- 6.2** The full job details including salary and allowances can be accessed via Civil Service Jobs once the role goes LIVE.
- 6.3** The Potential Provider will appoint an individual within their organisation who will act as a single point of contact (SPOC) for the IPO. Any issues or concerns will be escalated to the nominated individual for satisfactory resolution. The Potential Provider will ensure that cover is allowed for, in case of any absences.
- 6.4** Agencies will only be paid upon making successful placement (never for simply “working” a role). And to ensure our use of agencies is as cost effective as possible, our Talent Acquisition Specialist will be utilising our LinkedIn Recruiter license to contact the easiest-to-find candidates ourselves to ensure we are not paying agencies for candidates we could have found without assistance.
- 6.5** By working proactively with agencies, they will be able to help us talent pool which, combined with effective work force planning, will allow us to fill roles quickly, meaning less disruption to our services.
- 6.6** We will regularly review our use agencies, using data to compare performances, and switching to different agencies when appropriate; this will ensure great value for money. In addition to this, we will ensure agencies follow our internal processes, maintaining anonymity of candidates, and receiving briefings from the myself (the Talent Acquisition Specialist) only, thus saving hiring managers’ time by removing their need to brief and answer queries from individual agencies.
- 6.7** Examples of positions we intend to utilise agencies for in 2023 include:
- DevOps Engineers
  - Dynamics Developers
  - Front-End Developers
  - Automation Testers
  - Business Analysts
  - Cloud Service Engineers

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- 6.8** Agencies cannot represent applicants who are current Civil Servants. These candidates will have access to internal/across government roles on Civil Service Jobs, and therefore cannot be represented by agencies.
- 6.9** Agencies must be briefed by the Talent Acquisition Specialist and under no circumstances approach hiring managers directly. This is to save hiring managers' time, avoid preferential treatment, and to help maintain the anonymity of agency candidates.
- 6.10** Agencies must have written confirmation from candidates confirming they are happy to be represented by the agency in question. This is to avoid candidates verbally agreeing to be represented by multiple agencies at once.
- 6.11** When agents email talent acquisition with their candidates, they must include the candidate's written confirmation of their rights to represent, their salary expectation, and notice period.
- 6.12** Representations are not valid until the talent acquisition specialist writes back via email to confirm the representation has been accepted; this allows our recruitment team to check the candidate is not already being represented by another agency.
- 6.13** Representations of candidates are only valid for the specific role they have been submitted for. If another role is advertised at a later date then agencies must re-submit and not assume they still have ownership of candidate.
- 6.14** Agencies must send all candidates they represent the following link... [Personal information charter - Intellectual Property Office - GOV.UK \(www.gov.uk\)](https://www.gov.uk/personal-information-charter) for data purposes.
- 6.15** Failure to abide by the processes above may result in removal from our preferred supplier list. You will be given 90 days written notice if we decide to terminate the call-off contract.

## **7. VOLUMES**

- 7.1** The Customer does not guarantee that the Potential Provider will be given any volume of work throughout the duration of the Contract.

## **8. SECURITY REQUIREMENTS & CONFIDENTIALITY**

- 8.1** Confidentiality: The Potential Provider will comply with clause 15 of the contract terms and conditions in respect of all work carried out for the customer.

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## **9. SUSTAINABILITY**

- 9.1** The Contracting Authority has a responsibility to act and to support nature, the environment, and its vital contributions to biodiversity. The Supplier is required to act in sustainable manner in the delivery of the Contract, particularly in terms of eliminating waste, reducing travel, and minimising energy consumption. The Supplier must comply with all current legislation regarding sustainability and legislation introduced or amended during the period of the contract pertaining to this.
- 9.2** This must include compliance with the Modern Slavery Act 2015 and the Climate Change Act 2008.
- 9.3** The Supplier must consider their carbon footprint in allocating and deploying resources to undertake requirement

## **10. CONTINUOUS IMPROVEMENT**

- 10.1** The Potential Provider will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 10.2** The Potential Provider should consider and present new ways of working to the Customer during review meetings which should occur up to four times annually.

## **11. PAYMENT**

- 11.1** Agencies will only be paid upon making successful placement (never for simply “working” a role).
- 11.2** Before payment, a formal quote should be forwarded to the Recruitment team who will organise a purchase order, usually a week before the candidate is due to start. This purchase order number will be forwarded to the agency.
- 11.3** All invoices must quote the relevant IPO Purchase Order Number and Contract reference number and be emailed to [payables@ipo.gov.uk](mailto:payables@ipo.gov.uk)
- 11.4** Payment will be made within 30 days of receipt of valid invoice.