

DEFFORM 8 (Edn 04/22)



Ministry
of Defence

██████████
Def Comrcl Head Office Business Partner 3-1

Ministry of Defence
Kentigern House
65 Brown Street
Glasgow G2 8EX
United Kingdom
Email: ██████████

TMP LIMITED
265 TOTTENHAM COURT ROAD
LONDON
W1T 7RQ

FAO: ██████████

Your Reference:

Our Reference:

707176450

Date: 15th March 2023

Dear Sir,

Offer Of Contract 707176450 for the provision of Pan-Defence Recruitment Pilot - Phase 2A

1. I am to inform you that the Authority would like to make you the following Offer of Contract.
2. The Offer is to secure a bank of £25K worth of business from TMP, to be consumed in accordance with the appropriate framework rates, as repeated at Schedule 2 and as directed by the Authority.
3. The commencement date is 16th March 2023 and the contract must be completed by 29th March 2023.
4. Please sign and return the enclosed final version of the Contract within a working day of the date of this letter i.e. by tomorrow to acknowledge your acceptance of the Terms and Conditions.
5. Please note that no Contract will come into force until both parties have signed it. MoD will countersign the Contract and return a copy of the same to you.
6. Payment will be made in accordance with the LGRP Call-off Terms and Conditions and the additional MoD DEFCONS referenced in Schedule 5. If your company has not already provided its banking details to the Defence Business Services (DBS) Finance Branch, please complete the

Form CX723, which is available from the Gov.uk

(<https://www.gov.uk/government/publications/dbs-finance-payments-nominate-a-bank-form>)

and forward to DBS Finance, Walker House, Exchange Flags, Liverpool, L2 3YL.

7. MoD may publish notification of the Contract and shall publish Contract documents under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person, or might prejudice fair competition in the supply chain.
8. If you wish to make a similar announcement you must seek approval from the named Commercial Officer.
9. Under no circumstances should you confirm to any third party that you are entering into a legally binding contract for the provision of Media Scheduling prior to both parties signing the Terms and Conditions, or ahead of MoD's announcement of the Contract award.
10. An IR35 assessment has been conducted and the result was "unable to be determined". In the event that, you are going to engage interims in undertaking this contract, please let us know as we need to be sure that any interims engaged paid the correct amount of tax to HMRC.
11. The Cyber Risk Profile has been assessed as High. Cyber Risk Assessment Ref: RAR-719444448. As the Cyber Risk Profile for this Risk Assessment is High, Tenderers will need to complete a Risk Assessment for any subcontracted elements of this work. The tender documentation will need to include the Risk Assessment Reference and Cyber Risk Profile, and Tenderers should complete their SAQ using the [SAQ Form](#), which must be returned to UKStratComDD-CyDR-DCPP@mod.gov.uk (and included with the tender response).

Yours sincerely



Senior Commercial Officer, Head Office Commercial, Business Partner 3

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Schedule One - Statement of Requirement

Statement of Requirement: Pan-Defence Recruitment Campaign (Phase 2A - Media Scheduling)

1. Introduction

The MOD's Strategic Resourcing team is in the process of delegating some of our internal recruitment functionality to a specialist Provider. This relates to the next phase of the Pan-Defence Recruitment campaign which is looking to recruit entry-level Project Managers into key capability gaps across Defence.

The first phase of the Pan-Defence Recruitment campaign was solely managed internally by Strategic Resourcing and our in-house shared service recruitment team. We are therefore looking to work with a specialist Provider in the provision of a range of recruitment services, including external advertisement.

We are specifically looking to outsource two key elements of the recruitment cycle: media scheduling (Phase 2A) and sifting and interviewing (Phase 2B).

This Statement of Work covers Phase 2A- media scheduling- which is due commence on 16 March 2023 and needs be delivered no later than 29 March 2023 to be invoiced by the end of this financial year.

2. Organisation and population served

The Ministry of Defence (MOD) is a Ministerial Department of State. We work for a secure and prosperous United Kingdom with global reach and influence. We will protect our people, territories, values, and interests at home and overseas, through strong armed forces and in partnership with allies, to ensure our security, support our national interests and safeguard our prosperity.

Organisation

The UK regular forces comprise full time trained and untrained personnel in the:

- Royal Navy
- British Army
- Royal Air Force
- Strategic Command

3. Implementation Plan: Pan-Defence Recruitment Campaign

Strategic Resourcing Team in HR Directorate are looking to deliver Phase 2A (media scheduling) no later than 29 March 2023. The Provider will be reporting to the Project Lead (Grade 7) and SRO (Grade 6/SCS 1) for the campaign. HR additional services may be required through the duration of the contract.

The next iteration of the Pan-Defence Recruitment campaign will focus on recruiting entry-level Project Managers in range of locations across the MOD estate. It will utilise effective media scheduling to attract suitable and qualified candidates to fill MoD's key capability gaps. External support will be required for Phase 2A of the recruitment campaign.

Phase	Timescale	Requirements
Media Scheduling (2A)	The work must be completed no later than 29 March 2023 (advertisement to be launched summer 2023). MoD must be invoiced for the work by the end of the 2023/24 financial year.	Design and plan the approach advertisement and media scheduling for the campaign at pace. This includes media and creative sign-off, securing advertisement slots, testing the concept, and considering process improvements.

4. Service Requirement

The service requirements that we are looking to utilise from a specialist Provider are a **media scheduling (2A)**. A media schedule is a comprehensive recruitment advertisement plan focusing on one external Project Manager campaign which includes securing digital advertisement slots and increasing our ability to dial up our media activity to attract the widest possible candidate pool for this campaign.

Deliverable	Description
1. Digital Advertising-Media Buying	The Provider will secure digital advertisement on a range of different platforms. Including negotiate the best rates and discounts in the market.
2. Social Media	Planning and engaging with social media channels to maximise exposure for example on LinkedIn and Twitter.
3. Copywriting	Reviewing digital and media adverts to ensure compliance with MOD brand and policies.
4. Web Consultancy	Securing consultancy on the best web sites to include the advertisement.
5. Digital Project Manager	Providing expert services to secure recruitment advertising including digital and specific advertising targeting Project Manager and Project Delivery candidates.

6. Digital Creative	Utilising existing Employee Value Proposition and branding materials which have already been created.
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This will be kept in review and deliverables will be agreed in line with conversations between the Provider and Project Lead and in line with the budget.

5. **Constraints**

We require the media scheduling (2A) to be completed no later than 29 March 2023 before the end of the financial year as this is allocated in the budget plan. This will allow 2 working days for the CP&F Purchase Requisition and associated invoicing actions to be completed by the 31 March 2023.

The MoD will ensure that the budget is not exceeded.

6. **Security**

The Provider shall acknowledge that the solution will be subject to MOD HR policies and procedures.

The Provider will be responsible for the management of all their personnel security status whilst providing this service in accordance with the contract.

7. **Quality and Standards**

The Provider must follow the Civil Service and MOD recruitment and selection standards and requirements for our nominated recruitment campaigns as set out in policy when performing their duties, which will be provided by the nominated MOD Project Lead.

There may be other documented guidance and policies supporting the recruitment campaign, some of which may change during the life of the pilot. The Provider must work with the Project Lead to reflect in their service provision any changes. This information will be provided by the Pilot Lead in advance of changes coming into effect.

Schedule Two – Pricing Schedule

Prices are taken from the LGRP Lot 4 Agreed Pricing. The MoD will ensure that the total cost (excluding VAT) will not exceed £25,000.00.

Type of Advertising/ Campaign	Tasks	Cost per unit/hour (excluding VAT)	
Print Advertising	Campaign design including typesetting, copywriting, production rate	Per Ad	
	Voucher copies	Each Copy	
	Media buying	Per Ad	
Digital Advertising	Media buying	Per Ad	
Other Advertising	Radio Campaigns (Standard)	Per Ad	
	TV Campaigns (Standard)	Per Ad	
	Outdoor campaign (standard)	Per Ad	
Individual Rates	Account Management including Project Management, Campaign Management, Account Administration, Media Negotiation	Hourly Rate	
	Web consultancy	Hourly Rate	
	Social media consultancy	Hourly Rate	
	SEO consultancy	Hourly Rate	
	In-depth Media Research	Hourly Rate	

	Copywriting	Hourly Rate	██████
	Typesetting	Hourly Rate	██████
	Digital Artworking	Hourly Rate	██████
	Art Direction	Hourly Rate	██████
	Generalised digital development work	Hourly Rate	██████
	Careers Website Design & Build	Hourly Rate	██████
	Microsite Design & Build	Hourly Rate	██████
	Button/Banner Design & Build	Hourly Rate	██████
	Digital Producer	Hourly Rate	██████
	Digital Project Manager	Hourly Rate	██████
	Digital Designer	Hourly Rate	██████
	Flash Developer	Hourly Rate	██████
	Web Developer	Hourly Rate	██████
	Specialist Proof Reading	Hourly Rate	██████
	Digital Creative	Hourly Rate	██████
Maximum Price (excluding VAT)			██████

Schedule Three - LGRP Call-off Terms and Conditions

Terms and Conditions are as per the LGRP Framework Lot 4 Call-off Terms and Conditions.

Hyperlink: [Lot 4 HR Marketing and Advertising | LGRP](#)

Schedule Four - Purchase Order

PURCHASE ORDER

Contract No: 707176450

Contract Name: Pan-Defence Recruitment Pilot Phase 2A

Dated: 13/03/2023

Supply the Deliverables described in this Schedule, subject to the Terms and Conditions for call-off contracts on the Local Government Recruitment Partnership framework agreement (listed in Schedule 3) and additional MOD DEFCONS (listed in Schedule 5).

The units required (i.e. the type and number of each advert and the number of hours labour to be spent on different tasks) must be approved by the MoD Project Lead. The Total Cost (i.e. the Maximum price, excluding VAT) must not exceed £25,000.00.

Type of Advertising/ Campaign	Tasks	Cost per unit/hour		Units/ Hours Required	Cost
Print Advertising	Campaign design including typesetting, copywriting, production rate	Per Ad		TBC	
	Voucher copies	Each Copy		TBC	
	Media buying	Per Ad		TBC	
Digital Advertising	Media buying	Per Ad		TBC	
Other Advertising	Radio Campaigns (Standard)	Per Ad		TBC	
	TV Campaigns (Standard)	Per Ad		TBC	
	Outdoor campaign (standard)	Per Ad		TBC	
Individual Rates	Account Management including Project Management, Campaign Management, Account Administration, Media Negotiation	Hourly Rate		TBC	
	Web consultancy	Hourly Rate		TBC	

	Social media consultancy	Hourly Rate	██████	TBC	
	SEO consultancy	Hourly Rate	██████	TBC	
	In-depth Media Research	Hourly Rate	██████	TBC	
	Copywriting	Hourly Rate	██████	TBC	
	Typesetting	Hourly Rate	██████	TBC	
	Digital Artworking	Hourly Rate	██████	TBC	
	Art Direction	Hourly Rate	██████	TBC	
	Generalised digital development work	Hourly Rate	██████	TBC	
	Careers Website Design & Build	Hourly Rate	██████	TBC	
	Microsite Design & Build	Hourly Rate	██████	TBC	
	Button/Banner Design & Build	Hourly Rate	██████	TBC	
	Digital Producer	Hourly Rate	██████	TBC	
	Digital Project Manager	Hourly Rate	██████	TBC	
	Digital Designer	Hourly Rate	██████	TBC	
	Flash Developer	Hourly Rate	██████	TBC	
	Web Developer	Hourly Rate	██████	TBC	
	Specialist Proof Reading	Hourly Rate	██████	TBC	
	Digital Creative	Hourly Rate	██████	TBC	
			Total Cost	£ ██████	

Progress Meetings

The Contractor shall be required to attend the following meetings: An initial meeting plus a follow-up meeting

Subject: Introductory meeting to discuss the requirement (plus a follow-up meeting to confirm the plan).

Location: Virtual Meeting (Microsoft Teams)

Payment

Payment will be facilitated by CP&F as per DEFCON 522.

Offer and Acceptance

A) The Purchase Order constitutes an offer by the Contractor to supply the Deliverables. This is open for acceptance by the MoD for 10 days from the date of signature. By signing the Purchase Order the Contractor agrees to be bound by the attached Terms and Conditions.

Name (Block Capitals):

Position:

For and on behalf of the Contractor

Authorised Signatory

Date:

B) Acceptance

Name (Block Capitals):

Position: Def Comrcl Head Office Business Partner 3-1

For and on behalf of the Authority

Authorised Signatory

Date:

C) Effective Date of Contract: 16 March 2023

Schedule Five – DEFCONs that apply to this Contract:

DEFCON 76 Edn. 11/22 - Contractor's Personnel at Government Establishments

DEFCON 522 Edn. 11/21 – Payment and Recovery of Sums Due

DEFCON 531 Edn. 09/21 – Disclosure of Information

DEFCON 532B Edn. 12/22 – Protection of Personal Data (Where Personal Data is being processed on behalf of the MoD)

DEFCON 658 Edn. 10/22 – Cyber

Cyber Risk Profile - High

Note: Further to DEFCON 658 the Cyber Risk Profile of the Contract is High, as defined in [Defence Standard 05-138](#).

DEFCON 703 (Edn. 06/21) - Intellectual Property Rights – Vesting In The Authority (MoD)

Schedule Six - DEFFORM 111

DEFFORM 111

Appendix - Addresses and Other Information

1. Commercial Officer

██████████

Address: Main Building London

Email: ██████████

2. Project Manager, Equipment Support Manager or PT Leader (from whom technical information is available)

Name: ██████████

Address Main Building London

Email: ██████████

3. Packaging Design Authority Organisation & point of contact:

NA

(Where no address is shown please contact the Project Team in Box 2)

NA

4. (a) Supply / Support Management Branch or Order Manager:

Branch/Name: NA

(b) U.I.N. NA

5. Drawings/Specifications are available from NA

6. Intentionally Blank

7. Quality Assurance Representative: NA

Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.

8. **AQAPS** and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.uwh.diif.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

9. **Consignment Instructions** The items are to be consigned as follows: NA

10. **Transport.** The appropriate Ministry of Defence Transport Offices are:

A. **DSCOM**, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH
Air Freight Centre

IMPORTS 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

B.JSCS

JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)

JSCS Fax No. 01869 256837

www.freightcollection.com

11. The Invoice Paying Authority

Ministry of Defence, DBS Finance, Walker House, Exchange Flags Liverpool, L2 3YL

0151-242-2000 Fax: 0151-242-2809

Website is: <https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site, Lower Arncott, Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

Applications via fax or email: Leidos-FormsPublications@teamleidos.mod.uk

*** NOTE**

1. Many DEFCONs and DEFFORMs can be obtained from the MOD Internet Site:

<https://www.kid.mod.uk/maincontent/business/commercial/index.htm>

2. If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.

Schedule Seven - Deform 532

DEFFORM 532

Personal Data Particulars

Edn 10/19

This Form forms part of the Contract and must be completed and attached to each Contract containing DEFCON 532B.

Data Controller	The Data Controller is the Secretary of State for Defence (the Authority). The Personal Data will be provided by: <i>[insert the delivery team name (or equivalent source), address and contact details]</i>
Data Processor	The Data Processor is the Contractor. The Personal Data will be processed at: <i>[insert address(es) and contact details]</i>
Data Subjects	The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects: <i>[please specify]</i> <i>[Examples include staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</i>
Categories of Data	The Personal Data to be processed under the Contract concern the following categories of data: <i>[please specify]</i> <i>[Examples include name, address, telephone number, medical records etc]</i>
Special Categories of data (if appropriate)	The Personal Data to be processed under the Contract concern the following Special Categories of data: <i>[please specify]</i> <i>[A Special Category of Personal Data is anything that reveals racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sex life or sexual orientation or genetic or biometric data]</i>
Subject matter of the processing	The processing activities to be performed under the contract are as follows: <i>[please specify]</i>

	<i>[This should be a high-level, short description of what processing will be taking place and its overall outcome i.e. its subject matter]</i>
Nature and the purposes of the Processing	<p>The Personal Data to be processed under the Contract will be processed as follows: <i>[please specify]</i></p> <p><i>[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 or not) etc. The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i></p>
Technical and organisational measures	<p>The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract: <i>[please specify]</i></p> <p><i>[Provide an overview of the measures described in the System Requirements, Statement of Work and/or the controls required in accordance with the Cyber Risk Profile relevant to the Contract, as detailed in Annex A to Def Stan 05-138. Examples include anonymisation, authorised access, data processed on closed/restricted systems]</i></p>
Instructions for disposal of Personal Data	<p>The disposal instructions for the Personal Data to be processed under the Contract are as follows (where Disposal Instructions are available at the commencement of Contract): <i>[please specify]</i></p> <p><i>[Describe how long the data will be retained and how it will be returned or destroyed]</i></p>
Date from which Personal Data is to be processed	<p>Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here: <i>[please specify if applicable]</i></p>

The capitalised terms used in this form shall have the same meanings as in the General Data Protection Regulations.