

FORM OF CONTRACT AND CALL-OFF TERMS

FORM OF CONTRACT

This contract is made on the 13th day of October 2020

BETWEEN

1. Defra of Nobel House, 17 Smith Square, London SW1P 3JR (the "**Customer**"); and
2. Penna whose registered office is Penna, 10 Bishops Square, London E1 6EG (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 this 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 documents as listed below:
 - Call-Off Terms and Conditions
 - Framework Terms and Conditions

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

Execution of the Contract Change Note is carried out in accordance with EU Directive 99/93 (Community framework for electronic signatures) and the Electronic Communications Act 2000. The revised Contract is formed on the date on which both Parties communicate acceptance of its terms on the Authority's electronic contract management system ("Bravo").

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This document relates to and forms part of the Call-Off Terms (Document Reference 3S_18)

**MASTER CONTRACT SCHEDULE
(ESPO Framework Reference 3S_18 Strategic HR Services)**

1. Reference
Defra Project Reference Number 31122
2. TERM
Commencement Date 05/10/2020 Expiry Date 31/12/2020 Extension Period As agreed in writing by the parties up to the expiry date of the Framework Agreement
3. GOODS AND/OR SERVICES REQUIREMENTS
Services required Sifting and Interview Support
Performance/Delivery Location/Premises To be conducted virtually
4. SERVICE PROVIDER SOLUTION
Service Provider Solution See Annex 1
Key Personnel of the Service Provider to be involved in the provision of the Goods, Services and Deliverables <div style="background-color: black; height: 15px; width: 550px; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 540px; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 710px;"></div>

<div style="background-color: black; height: 15px; width: 100%;"></div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="background-color: black; width: 10%;"></div> <div style="background-color: black; width: 10%;"></div> <div style="background-color: black; width: 10%;"></div> <div style="background-color: black; width: 10%;"></div> <div style="background-color: black; width: 10%;"></div> <div style="background-color: black; width: 10%;"></div> <div style="background-color: black; width: 10%;"></div> <div style="background-color: black; width: 10%;"></div> <div style="background-color: black; width: 10%;"></div> <div style="background-color: black; width: 10%;"></div> </div> <div style="background-color: black; height: 15px; width: 25%; margin-top: 5px;"></div>
5. PERFORMANCE OF THE GOODS AND/OR SERVICES AND DELIVERABLES
Monitoring See Annex 1
6. CUSTOMER RESPONSIBILITIES
Customer's Responsibilities (where appropriate) See Annex 1
Customer's equipment (where appropriate) N/A
7. 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)) See Annex 1
6.2 Details of any Customer Rebate (if any) agreed in accordance with clause 11.5. N/A
8. CONFIDENTIAL INFORMATION
The following information shall be deemed Commercially Sensitive Information: N/A
9. PROCESSING, PERSONAL DATA AND DATA SUBJECTS
The Service Provider, while sifting, shall be dealing with anonymised data and personal data will not be processed. Any information recorded during interview support required will do so against the candidate ID and transferred to the Customer upon completion of interview and discussion.
10. AGREED AMENDMENTS TO THE CALL-OFF TERMS
The following amendments shall be deemed to be made to the Call-Off Terms: N/A

ANNEX 1

Volume Sifting and Interview Support

10th September 2020

Following our discussion on 9th September, please find below our cost proposal, along with some information linked to our experience working with public sector bodies and Government departments, delivering specialist and volume recruitment campaigns.

As discussed, the costs are based on the information we currently have, and these may be subject to change as more information is shared with us.

[REDACTED]

[REDACTED]

Our Experience

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

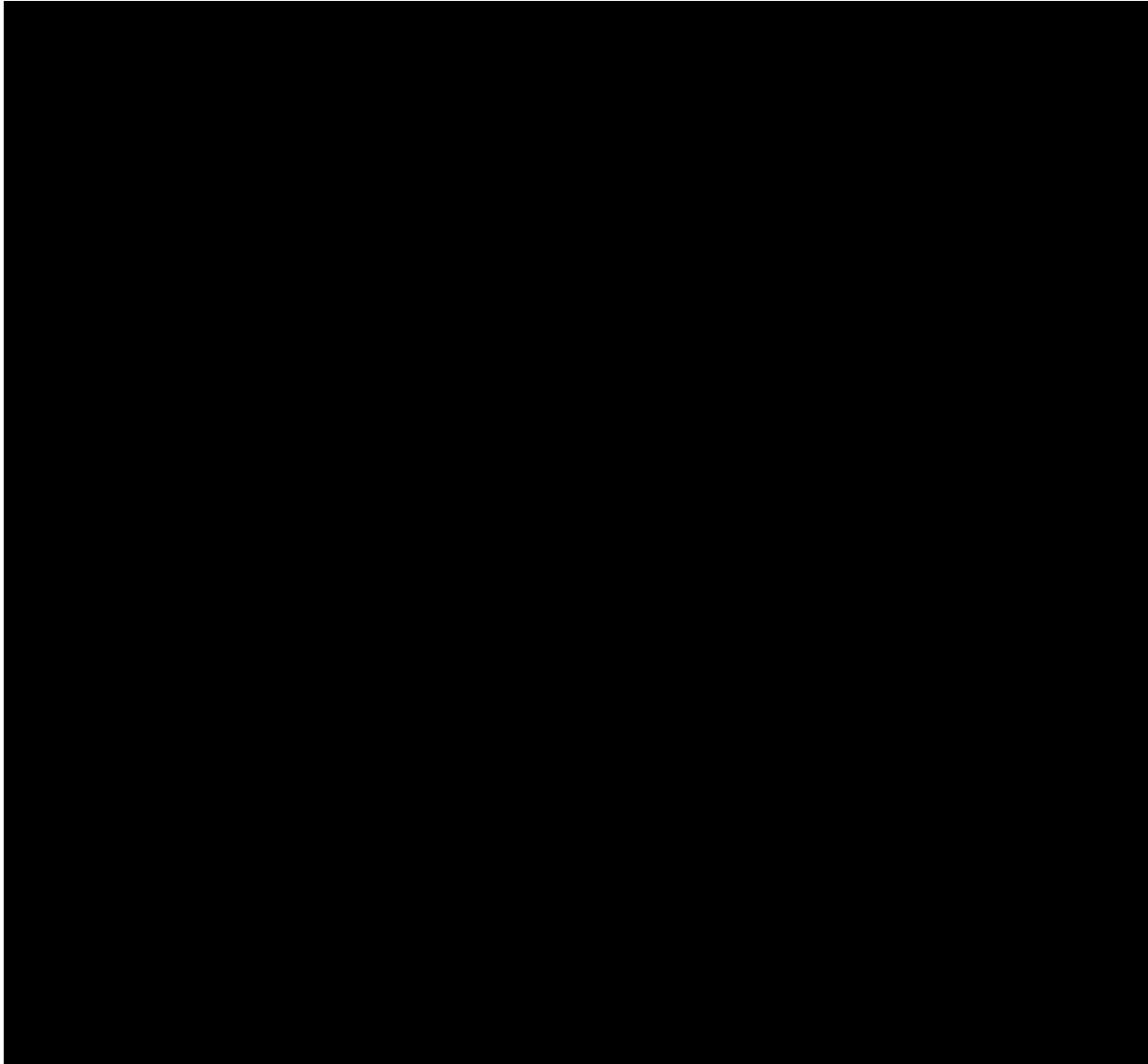
[REDACTED]

DEFRA Solution

In terms of the activity we would support DEFRA with, our understanding currently is that we would be screening for the roles below, though this may be subject to change:

Business Manager
Head of Project Profession Team
Data Visualisation Analyst
Data Visualisation Lead
Delivery Advisor
Senior Delivery Advisor
Senior Delivery Analyst
Assistant Director
Assistant Director
Business Partner
Portfolio Assurance Manager
Senior Business Partner
Senior Project/Programme Manager
Portfolio Planning Manager
Portfolio Reporting Manager
Parliamentary Handling and External Stakeholder Lead
Planning and Insight Lead, Control Room
Control Room Manager
DA Relationship Manager
Data (Integrity and Insight) Manager
Delivery Manager
Portfolio Risk Manager
Portfolio Officer (SEO)
Planners
Generic Head of Policy Areas
Generic Senior Policy Leads

Based on our call yesterday, we have mapped a draft high-level process, to include reference to the involvement of the DEFRA team once the process is live. Of course, we will need to confirm this as we discuss the detail further:



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Cost Assumptions

[REDACTED]

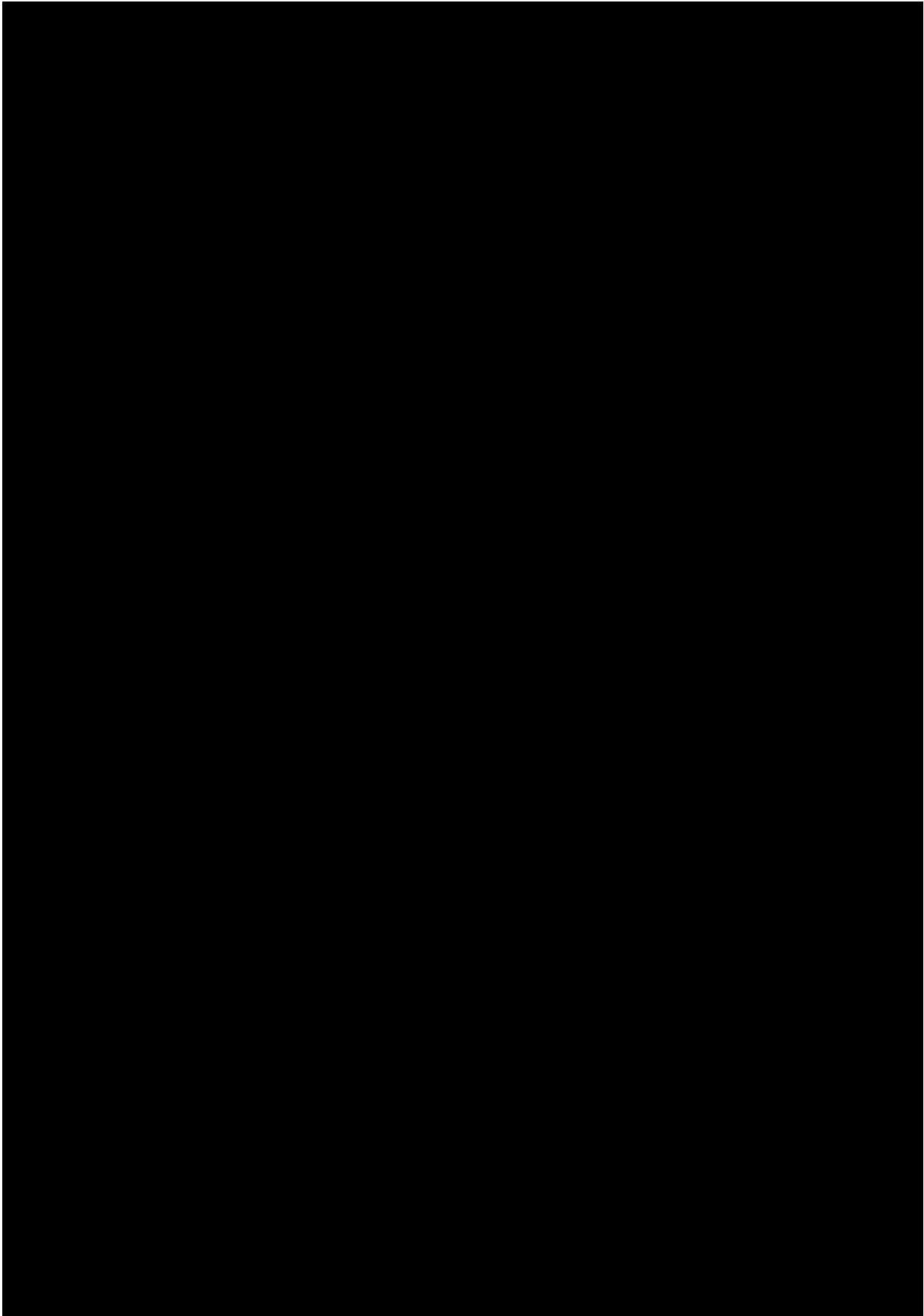
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

We have assumed that we will:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

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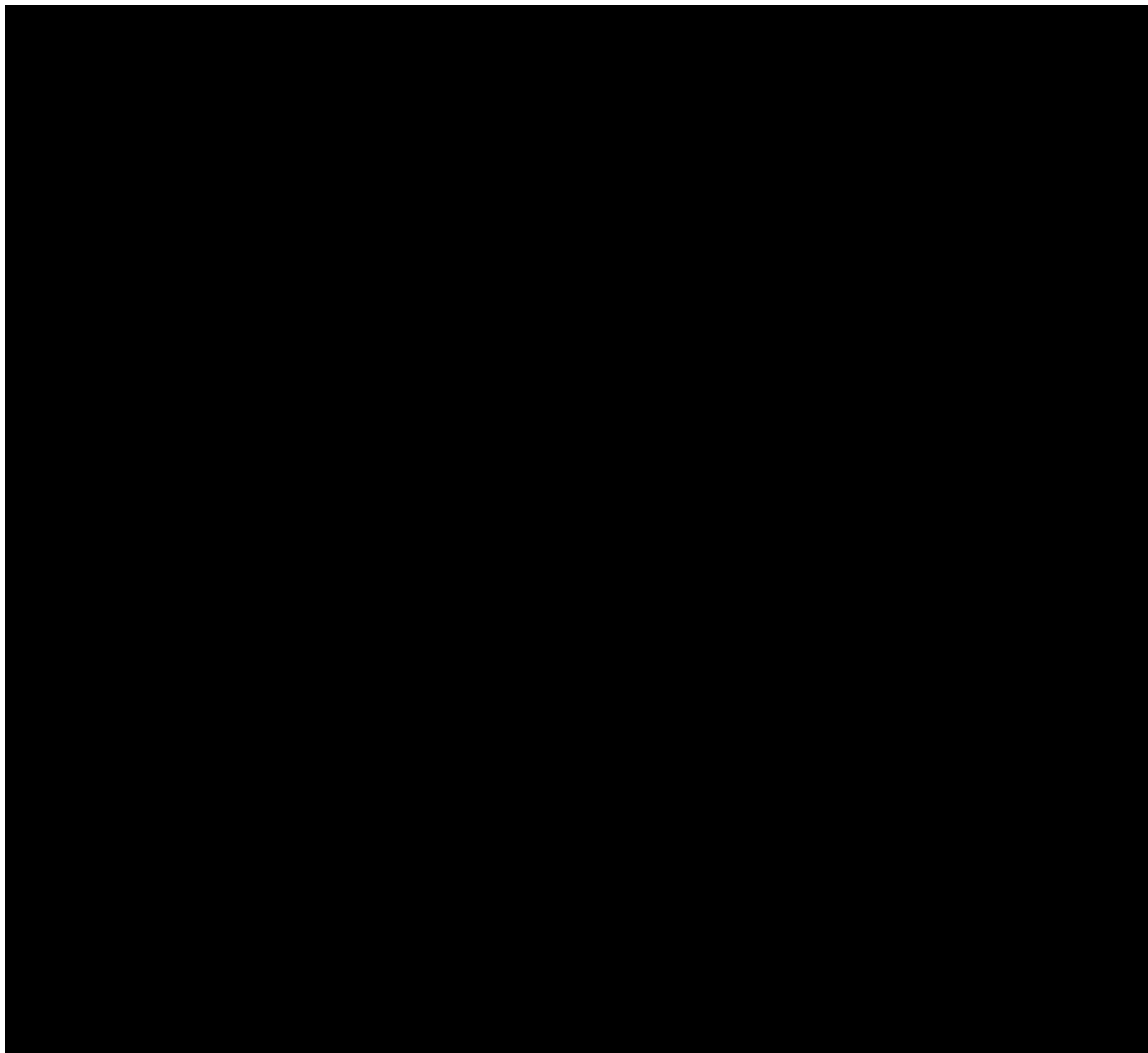
Estimated costs



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Menu of costs for additional activity:



Please let me know if you have any questions at all.

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]