**form of contract and MASTER CONTRACT SCHEDULE**

**FORM OF CONTRACT**

This contract is made on the 30th day of June 2022

BETWEEN

1. Valuation Office Agency of 8th Floor, 10 South Colonnade, Canary Wharf, London, E14 4PU (the **“Customer”**); and
2. Reed Specialist Recruitment Ltd whose registered office is Academy Court, 94 Chancery Lane, London, WC2A 1DT whose company number is 06903140 (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 the call-off contract (reference number VOA/2022/015 and Contract Documents.
2. The Customerwill pay the Service Providerthe 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:
4. This Form of Contract
5. The Master Contract Schedule
6. The Call-Off Terms (relating to ESPO Framework 3S\_18 – Strategic HR Services)
7. The documents as listed below:
   1. Customer requirements set out in ITT issued 31/05/2022
   2. Service Provider Solution issued on 17/06/2022 **REDACTED**

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

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| --- | --- | --- | --- |
| **Signed for and on behalf of Customer**  **Valuation Office Agency** | |  | Authorised Officer  Print name: |
| **Signed for and on behalf of Service Provider**  **Reed Specialist Recruitment Ltd** | |  |  |
|  |  | Authorised Officer  Print name: | |

**This document relates to and forms part of the Call-Off Terms**

**(Document Reference VOA/2022/015)**

**MASTER CONTRACT SCHEDULE**

**(ESPO Framework Reference 3S\_18 Strategic HR Services)**

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| * + - 1. **TERM** |
| **Commencement Date**  04/07/2022  **Expiry Date**  03/07/2023  **Extension Period**  12 months to 03/07/2024 |
| * + - 1. **SERVICE REQUIREMENTS** |
| **Services and Deliverables required**  As set out in Customer ITT issued on 31/05/22 and Service Provider Solution issued 17/06/22 **REDACTED**  **Optional Services required**  Customer will confirm within reasonable time of AC design whether virtual or f2f AC days are required. |
| **Performance/Delivery Location/Premises**  If f2f AC day is required, then Delivery Location will be in three regions - North (Newcastle or Manchester), the Midlands (Birmingham) and the South (London) |
| **Standards**  **Quality Standards**  Civil Service Behaviours  Civil Service Strengths Dictionary  Change to Civil Service Success Profiles  Government Property Profession Career Framework  Civil Service Commission Recruitment Principles  **Technical Standards**  N/A |
| **Disaster Recovery and Business Continuity**  As set out in clause 6 of the Call Off Terms |

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| * + - 1. **SERVICE PROVIDER SOLUTION** |
| **Service Provider Solution**  As set out in Service Provider Solution issued 17/06/22 **REDACTED** |
| **Key Personnel of the Service Provider to be involved in the provision of the Services and Deliverables**  **REDACTED** |
| * + - 1. **PERFORMANCE OF THE SERVICES AND DELIVERABLES** |
| **Implementation Plan and Milestones (including dates for completion)**  A draft template Implementation Plan as at the Commencement Date is set out below, a more detailed plan will be developed between Customer and Service Provider, which will include milestones to include additional planning, pre-assessment dial in with candidates, method of delivery etc. post campaign go live in September:   |  |  |  | | --- | --- | --- | | **Milestone** | **Timeframe** | **Description** | | Design | ASAP | RTS expect to complete these over 3-4 working days dependent on VOA stakeholder and RTS assessor availability | | Stakeholder consultation | w/c 12 July | RTS engagement as part of design stage | | Completion of Design | 22 July | RTS team to send proposed design to VOA team | | Testing of design | 25 July | RTS team to conduct a half-day test with assessors and previous intake | | Re-design (if required) and sign off | w/c 1 August | RTS will re-design any activities based on VOA feedback.  RTS will then gain sign off on the centres once tailored | | Recruitment Campaign | w/C 05 September | Date campaign closes to be agreed with the VOA | | Assessment centre to run | January 2023 | Dates to be discussed and agreed with VOA stakeholders. | |
| **Critical Service Failure**   * 1. In relation to the required AC Design and Delivery a Critical Service Failure shall include a delay in servicing the demand ordered by the Customer in excess of 24 hours more than once in any three (3) Month period or more than three times in any rolling twelve (12) month period. |
| * 1. In relation to the AC Design and Delivery a Critical Service Failure shall mean a loss of two (2) or more during core hours (08:00 – 18:00 Mon – Fri excluding bank holidays) for more than 24 hours accumulated in three (3) Month period, or 48 hours in any rolling twelve (12) month period. |
| **Monitoring**  Regular catch ups between Customer and Service Provider by email and/ or Teams’ calls, frequency to be weekly. Additional design and delivery calls with Assessors of AC until delivery.  **Management Information**  Management Information to be provided in accordance with clause 7 of the Call-Off Terms on  Feedback and MI reporting will be delivered to Customer on a weekly basis, format to be agreed at kick off meeting; this can include VOA stakeholder satisfaction results, Diversity and Inclusion statistics, graduate feedback mechanisms etc |
| * + - 1. **CUSTOMER RESPONSIBILITIES** |
| **Customer's Responsibilities (where appropriate)**  Customer to advise on AC format (virtual or f2f) upon completion of AC design by Service Provider. |
| **Customer's equipment (where appropriate)**  N/A |
| * + - 1. **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))**  **Virtual AC charges**  Breakdown of charges: **REDACTED**  Total: £17,600  **Face to Face AC charges**  Breakdown of charges: **REDACTED**  Total: £26,000  Payment to be made upon completion of each phase, design and delivery of AC respectively.  Invoices should be sent to **REDACTED** quoting the purchase order number provided and copying the Customer contract manager.  **6.2 Details of any Customer Rebate (if any) agreed in accordance with clause 11.5.**  N/A |
| * + - 1. **CONFIDENTIAL INFORMATION** |
| The following information shall be deemed Commercially Sensitive Information:  Service Provider charges  Service Provider Solution, Intellectual property of Assessment Centre Design and Delivery  Names of Key Personnel  Candidate personal details |
| * + - 1. **PROCESSING, PERSONAL DATA AND DATA SUBJECTS** |
| PART A - PROCESSING, PERSONAL DATA AND DATA SUBJECTS Introduction  * 1. The contact details of the Controller’s Data Protection Officer are: **REDACTED**   2. The contact details of the Processor’s Data Protection Officer are: **REDACTED**   3. The Processor shall comply with any further written instructions with respect to processing by the Controller.   4. Any such further instructions shall be incorporated into this Section 8 of the Master Contract Schedule.  |  |  | | --- | --- | | **Description** | **Details** | | Identity of the Controller and Processor | Customer is the Controller and Service Provider is the Processor. | | Subject matter of the processing | The processing is needed to ensure that the Processor can effectively deliver the contract to provide AC design and delivery | | Duration of the processing | For the duration of the Call Off Term | | Nature and purposes of the processing | Recruitment assessment | | Type of Personal Data | Name, address, date of birth, NI number, telephone number, pay, gender, race, religion, marital status, disability, sexuality, age, economic circumstances, trade union membership | | Categories of Data Subject | Recruitment campaign applicants | | Plan for return and destruction of the data once the processing is complete **unless** requirement under union or member state law to preserve that type of data. | Two years from campaign ending. |   PART B – JOINT CONTROLLER AGREEMENT  N/A |
| * + - 1. **AGREED AMENDMENTS TO THE CALL-OFF TERMS** |
| The following amendments shall be deemed to be made to the Call-Off Terms:  N/A |