



**Crown  
Commercial  
Service**

---

**Call Off Order Form for Management Consultancy  
Services**

**Provision of Customer Experience Consultancy  
Services**

**To**

**Department of Health and Social Care**

**From**

**Capgemini UK PLC**

**Contract Reference CCCC21A07**

---

1  
**FRAMEWORK SCHEDULE 4**  
**PART 1 – CALL OFF ORDER FORM**

**SECTION A**

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of RM6008 Management Consultancy Services Two dated 04 September 2018.

The Supplier agrees to supply the Services specified below on and subject to the terms of this Call Off Contract.

For the avoidance of doubt this Call Off Contract consists of the terms set out in this Template Call Off Order Form and the Call Off Terms.

Order Number	To be confirmed post contract award
From	Department of Health and Social Care ("CUSTOMER")
To	Capgemini UK PLC ("SUPPLIER")
Date	22 January 2021 ("DATE")

**SECTION B**

**1. CALL OFF CONTRACT PERIOD**

<b>1.1.</b>	<b>Commencement Date:</b>  The Contract is deemed to have commenced on 15 January 2021.
<b>1.2.</b>	<b>Expiry Date:</b>  The Contract shall expire on 31 March 2021.

**2. SERVICES**

<b>2.1</b>	<p><b>Services required:</b></p> <ul style="list-style-type: none"> <li>- The Supplier shall provide the services described below:</li> </ul> <p>The Supplier Personnel provided by Supplier will continue to support the Customer's Test and Trace programme, working on stabilising the SOC (service operations centre) and helping to improve the SOC's operations service levels. The activities are:</p> <ul style="list-style-type: none"> <li>- Duty management of service desk function</li> <li>- Managing a central mailbox for incident reporting and internal service queries</li> <li>- Triaging and escalating service incidents to enable a swift response and resolution <ul style="list-style-type: none"> <li>- Providing status updates to senior stakeholders in the course of incident management</li> <li>- Tracking and reporting of incidents using JIRA Kanban</li> <li>- Undertaking business continuity planning activities to proactively prepare for incidents</li> <li>- Developing and maintaining standard operating procedures to reflect changes in the organisation</li> <li>- Knowledge transfer and documented handover of roles to Customer resources</li> </ul> </li> </ul> <p>The Supplier Personnel shall be under the management, control and direction of the Customer for the duration of this Call Off Contract (save that the Supplier shall retain all employer/employee related responsibilities including performance management and disciplinary matters). The Supplier Personnel will follow the Customer's incident management resolution process as required for the roles.</p>
------------	--

### 3. PROJECT PLAN

<b>3.1.</b>	<p><b>Project Plan:</b></p> <p>Not applied</p>
-------------	--

### 4. CONTRACT PERFORMANCE

<b>4.1.</b>	<p><b>Standards:</b></p> <p>In Clause 11 of the Call Off Terms</p>
<b>4.2</b>	<p><b>Service Levels/Service Credits:</b></p> <p>Not applied</p>

<b>4.3</b>	<b>Critical Service Level Failure:</b> Not applied
<b>4.4</b>	<b>Performance Monitoring:</b>  The Supplier Personnel shall be under the management, control and direction of the Customer for the duration of this Call Off Contract and the Customer shall be responsible for all project outputs and/or Deliverables. There shall be no Deliverables as a result of the Services provided by the Supplier in this Call Off Contract.  The Supplier shall provide weekly timesheet reports in a format to be determined by the Customer showing time spent by each member of Supplier Personnel against activities.
<b>4.5</b>	<b>Period for providing Rectification Plan:</b> In Clause 39.2.1(a) of the Call Off Terms

## 5. PERSONNEL

<b>5.1</b>	<b>Key Personnel:</b>  <u>Customer</u> <b>REDACTED</b>  <u>Supplier</u> <b>REDACTED</b>
<b>5.2</b>	<b>Relevant Convictions</b> (Clause 28.2 of the Call Off Terms): In Clause 28.2 of the Call Off Terms

## 6. PAYMENT

<b>6.1</b>	<b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT):  For the avoidance of doubt, the total Contract value shall not exceed £141,750.00 exc. VAT.  <b>REDACTED</b>  This is a time & materials estimate based upon the Supplier's current understanding of the scope and requirements.  In the event that a Covid-19-related event act, event, omission, happening or non-happening beyond the reasonable control of the Supplier which prevents or materially delays the Supplier from supplying one or more Supplier Personnel or prevents them from making their services available then (subject to the remainder of Clause 41 (Force Majeure) and Supplier's compliance with any obligations in Clause 16 of the Call Off Terms) the Supplier may be entitled to claim relief under (and in accordance with) Clause 41 from liability arising from such failure to meet its obligations under this Call Off Contract.
------------	---

<b>6.2</b>	<b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS): In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
	Monthly in arrears. Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed, the associated costs and the Purchase Order number provided.
<b>6.3</b>	<b>Reimbursable Expenses:</b> Not permitted
<b>6.4</b>	<b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): <b>REDACTED</b>
<b>6.5</b>	<b>Call Off Contract Charges fixed for</b> (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): The full term of the Contract
<b>6.6</b>	<b>Supplier periodic assessment of Call Off Contract Charges</b> (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on: Not permitted
<b>6.7</b>	<b>Supplier request for increase in the Call Off Contract Charges</b> (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Not Permitted

## 7. LIABILITY AND INSURANCE

<b>7.1</b>	<b>Estimated Year 1 Call Off Contract Charges:</b> The sum of £141,750.00 exc. VAT
<b>7.2</b>	<b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms); <b>REDACTED</b>
<b>7.3</b>	<b>Insurance</b> (Clause 38.3 of the Call Off Terms): <b>REDACTED</b>

## 8. TERMINATION AND EXIT

<b>8.1</b>	<b>Termination on material Default</b> (Clause 42.2 of the Call Off Terms)): In Clause 42.2.1(c) of the Call Off Terms
------------	---

<b>8.2</b>	<b>Termination without cause notice period</b> (Clause 42.7 of the Call Off Terms):
	The period of thirty (30) Working days in Clause 42.7 shall be amended to 48 hours
<b>8.3</b>	<b>Undisputed Sums Limit:</b>  In Clause 43.1.1 of the Call Off Terms
<b>8.4</b>	<b>Exit Management:</b>  Consultants must handover any ongoing responsibilities, supporting any permanent replacements to the best of their abilities as directed by the Customer. All project work must be filed appropriately, and IT equipment returned to DHSC.

## 9. SUPPLIER INFORMATION

<b>9.1</b>	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b>  Not applied
<b>9.2</b>	<b>Commercially Sensitive Information:</b>  As stated in Clause 35.4.8 (Transparency and Freedom of Information)  Supplier Commercially Sensitive Information includes:  <ol style="list-style-type: none"> <li>1. Details of the Supplier's methodologies, policies and processes. The methodologies, policies and processes remain confidential and commercially sensitive to the Supplier and if such information was disclosed it could be commercially damaging to the Supplier.</li> <li>2. All information relating to limits of liability, daily fee rates, pricing and charging mechanisms contained in the Call-Off Contract. Disclosure of which may affect the Supplier's competitive position. As a result, the Supplier considers this information to be a 'trade secret'.</li> <li>3. The terms of the Supplier's insurance are strictly confidential and if such information was disclosed it could be commercially damaging to the Supplier.</li> <li>4. All details relating to staffing data including but not limited to the numbers of resources with specific skills, numbers of security cleared staff, and staff terms and conditions of employment and staff selection methods used for the purpose of managing the Supplier's resources to secure trade and generate profit and provides the Supplier with a competitive advantage. If such information was disclosed, it could be commercially damaging to the Supplier.</li> <li>5. Any information relating to other customers of the Supplier that has been obtained as a result of the Services or as a result of procuring the Services (including pre-contract references).</li> </ol>

## 10. OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<b>Recitals</b> (in preamble to the Call Off Terms):  Recital A
<b>10.2</b>	<b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b>  Not required

<b>10.3</b>	<b>Security:</b> Short form security requirements paragraphs 1 to 5 of Schedule 7 of the Call Off Contract shall apply
<b>10.4</b>	<b>ICT Policy:</b> Not applied
<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b> Not applied  <b>Disaster Period:</b> For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be N/A
<b>10.7</b>	<b>NOT USED</b>
<b>10.8</b>	<b>Protection of Customer Data</b> (Clause 35.2.3 of the Call Off Terms): In Clause 35.2.3 of the Call Off Terms
<b>10.9</b>	<b>Notices</b> (Clause 56.6 of the Call Off Terms): Customer’s postal address: <b>REDACTED</b>  Supplier’s postal address: <b>REDACTED</b>
<b>10.10</b>	<b>Transparency Reports</b> In Call Off Schedule 13 (Transparency Reports) Not applicable
<b>10.11</b>	<b>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</b> Not applied
<b>10.12</b>	<b>Call Off Tender:</b> The Supplier agrees that the deliverables will be as outlined in Section 2.1 of the Order Form – Statement of Requirements
<b>10.13</b>	<b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b> In Clause 36.3.2 of the Call Off Terms

10.14	<b>Staff Transfer</b>  No sub-contractors will be used in the delivery of these Services.  The Parties agree that they do not expect this Call-Off Contract to give rise to a Relevant Transfer within the meaning of Call-Off Terms clause 29. Should a Relevant Transfer take place or is alleged to take place then the Parties shall meet in good faith to resolve the matter and the Customer acknowledges that the Supplier has made no cost provision in																
	its Charges towards meeting any costs associated with Staff Transfer on commencement of this Call-Off Contract including the Employee Liabilities indemnity in clause 29.																
10.15	<table border="1"> <tr> <td colspan="2" data-bbox="328 638 778 1025"> <b>Processing Data</b>   The contact details of the Customers Data Protection Officer are:   <b>REDACTED</b>   The Supplier's Data Protection Officer is:   <b>REDACTED</b> </td></tr> <tr> <td data-bbox="328 1025 778 1081"><b>Contract Reference:</b></td><td data-bbox="786 1025 1463 1081">CCCC21A07</td></tr> <tr> <td data-bbox="328 1081 778 1137"><b>Date:</b></td><td data-bbox="786 1081 1463 1137">15 January 2021</td></tr> <tr> <td data-bbox="328 1137 778 1227"><b>Description Of Authorised Processing</b></td><td data-bbox="786 1137 1463 1227"><b>Details</b></td></tr> <tr> <td data-bbox="328 1227 778 1440">Identity of the Controller and Processor</td><td data-bbox="786 1227 1463 1440">The Parties acknowledge that for the purposes of the Data Protection Legislation the Customer shall be the Data Controller and the Supplier shall be the Data Processor.</td></tr> <tr> <td data-bbox="328 1440 778 1552">Use of Personal Data</td><td data-bbox="786 1440 1463 1552">Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities</td></tr> <tr> <td data-bbox="328 1552 778 1641">Duration of the processing</td><td data-bbox="786 1552 1463 1641">For the duration of the Framework Contract plus 7 years.</td></tr> <tr> <td data-bbox="328 1641 778 1861">Type of Personal Data</td><td data-bbox="786 1641 1463 1861"> Full name  Workplace address  Workplace Phone Number  Workplace email address  Names  Job Title </td></tr> </table>	<b>Processing Data</b>  The contact details of the Customers Data Protection Officer are:  <b>REDACTED</b>  The Supplier's Data Protection Officer is:  <b>REDACTED</b>		<b>Contract Reference:</b>	CCCC21A07	<b>Date:</b>	15 January 2021	<b>Description Of Authorised Processing</b>	<b>Details</b>	Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation the Customer shall be the Data Controller and the Supplier shall be the Data Processor.	Use of Personal Data	Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities	Duration of the processing	For the duration of the Framework Contract plus 7 years.	Type of Personal Data	Full name Workplace address Workplace Phone Number Workplace email address Names Job Title
<b>Processing Data</b>  The contact details of the Customers Data Protection Officer are:  <b>REDACTED</b>  The Supplier's Data Protection Officer is:  <b>REDACTED</b>																	
<b>Contract Reference:</b>	CCCC21A07																
<b>Date:</b>	15 January 2021																
<b>Description Of Authorised Processing</b>	<b>Details</b>																
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation the Customer shall be the Data Controller and the Supplier shall be the Data Processor.																
Use of Personal Data	Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities																
Duration of the processing	For the duration of the Framework Contract plus 7 years.																
Type of Personal Data	Full name Workplace address Workplace Phone Number Workplace email address Names Job Title																



	Categories of Data Subject	Current personnel Contractors/Consultants Customers
10.16	<b>MOD DEFCONs and DEFFORM</b>  Not applied	

## FORMATION OF CALL OFF CONTRACT

**BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM** (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Services in accordance with the terms Call Off Order Form and the Call Off Terms.

The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.

In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Supplier within two (2) Working Days from such receipt.

### For and on behalf of the Supplier:

Name and Title	<b>REDACTED</b>
Signature	<b>REDACTED</b>
Date	27 January 2021

### For and on behalf of the Customer:

Name and Title	<b>REDACTED</b>
Signature	<b>REDACTED</b>

Date	01 /02/21
------	-----------