**Framework Schedule 6 (Order Form and Call-Off Schedules)**

**Order Form**

CALL-OFF REFERENCE: **CCIT23A06**

THE BUYER: **Cabinet Office**

BUYER ADDRESS **REDACTED TEXT under FOIA Section 40, Personal Information**

THE SUPPLIER: **CAPGEMINI UK PLC**

SUPPLIER ADDRESS: **REDACTED TEXT under FOIA Section 40, Personal Information**

REGISTRATION NUMBER: **00943935**

DUNS NUMBER: **211980537**

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **18th April 2023.**

It’s issued under the Framework Contract with the reference number RM6195 for the provision of Big Data & Analytics.

CALL-OFF LOT:

**Lot 1 – Design, Build and Run Professional Services**

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6195
3. Framework Special Terms
4. The following Schedules in equal order of precedence:

* Joint Schedules for RM6195
  + Joint Schedule 2 (Variation Form)
  + Joint Schedule 3 (Insurance Requirements)
  + Joint Schedule 4 (Commercially Sensitive Information)
  + Joint Schedule 10 (Rectification Plan)
  + Joint Schedule 11 (Processing Data)
* Call-Off Schedules for **CCIT23A06**
  + Call-Off Schedule 1 (Transparency Reports)
  + Call-Off Schedule 2 (Staff Transfer)
  + Call-Off Schedule 3 (Continuous Improvement)
  + Call-Off Schedule 5 (Pricing Details)
  + Call-Off Schedule 9 (Security)
  + Call-Off Schedule 10 (Exit Management)
  + Call-Off Schedule 14 (Service Levels)
  + Call-Off Schedule 20 (Call-Off Specification)
  + Call-Off Schedule 24 (Buyer Dependencies)

1. CCS Core Terms (version 3.0.11)
2. Joint Schedule 5 (Corporate Social Responsibility) RM6195
3. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

For the avoidance of doubt the following Call-Off Special Terms shall take precedence over all other similar terms within the Framework Agreement.

An additional Call-Off Schedule 24 has been added to detail any specific dependencies the Supplier has on the Buyer. This does not limit existing Buyer obligations to that new Schedule but creates a sensible place to add any new ones agreed by the Parties as projects come on stream.

The following optional schedules shall not be included as part of this Call-Off Contract:

Call-Off Schedules 6, 7, 8, 12, 13, 15, 17, 18, 19, 21 and 23.

Joint Schedules 6, 7, 8, 9, 12 and 13.

There shall be no Transparency Reports required under this under the mandatory Call-Off Schedule 1.

Only part A of Call-Off Schedule 9 (Security) applies.

There are no continuous improvement requirements or obligations under the mandatory Call-Off Schedule 3.

Buyer confirms that there are no individuals employed or engaged that will be subject to TUPE in connection of this Call-Off Contract which might transfer to the Supplier on commencement.

Call-Off Schedule 4 (Call-Off Tender) contains the Suppliers previous tender response against a previous version of schedule 20 (Specification) that was presented as a scenario to price against for capability assessment only by the Buyer. Buyer has confirmed that Call-Off Schedule 4 (and the tender response therein) is for information only and does not form an enforceable part of this Call-Off Contract. It is anticipated that for each separate project, the Parties shall agree, execute and add (by means of an Addendum) Annexes to Call-Off Schedule 20 (Call-Off Specification) detailing the scope, specification, deliverables, acceptance criteria, milestones, governance and charges specific to that project.

The Buyer shall advise the Buyer of any specific legal or regulatory requirement that apply to the Supplier or CCS which may impact on its ability to provide the Services in a compliant manner, together with detailed instructions on how to comply. For the avoidance of doubt, this shall not affect the Supplier’s obligations to comply with all laws that apply to it generally and as a provider of technology and consulting services.

The obligation to return or delete Government Data shall not apply to force the Supplier to identify and delete incidental or general references, or to take more than reasonable and business standard efforts to delete such from its systems. The obligations of confidentiality imposed on the Supplier under this Call Off Contract shall, for the avoidance of doubt, continue to apply to any Government Data that has not been erased.

Notwithstanding anything to the contrary in the Call-Off Contract, the Services may (at the Supplier’s discretion) be performed by Supplier Staff working from their homes and/or any Supplier offices, and the Buyer agrees that any rights of access it or third parties may have to the premises where the Services are provided from do not extend to Supplier Staff’s homes.

All work will be conducted on Buyer equipment (laptops etc.) and infrastructure and the Buyer shall provide all software, licensing, equipment, infrastructure, remote access to systems, security controls, documentation, support and environments as necessary to enable the Supplier to provide the Services and to ensure that the Buyer has in place all supporting consents, approvals and permissions.

CALL-OFF START DATE: **Monday 15th May 2023**

CALL-OFF EXPIRY DATE: **Tuesday 14th May 2024**

CALL-OFF INITIAL PERIOD: **Twelve (12) months**

CALL-OFF OPTIONAL : **Six (6) months**

EXTENSION PERIOD

CALL-OFF DELIVERABLES

It is anticipated that for each separate project, the Parties shall agree, execute and add (by means of a Addendum) Annex’s to Call-Off Schedule 20 (Call-Off Specification) detailing the scope, specification, deliverables, acceptance criteria, milestones, governance and charges specific to that project.

MAXIMUM LIABILITY

The annual limitation of liability for this Call-Off Contract:

The annual limitation of liability for this Call-Off Contract is subject to the Framework's special term, amending Core Terms Clause 11.2 re: liabilities: replaces"5 million or 150%", with "£600,000.00 or 125%”.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£416,000.00 ex VAT**

CALL-OFF CHARGES

See rate card details in Call-Off Schedule 5 (Pricing Details).

All charges under this Call Off Contract will be stipulated within the relevant sub-schedule 20.X and calculated in accordance with the rate card in Call-Off Schedule 5.

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4 and 5 in Framework Schedule 3 – Framework Prices.

REIMBURSABLE EXPENSES

Non-applicable

PAYMENT METHOD

All invoices shall be paid by the Buyer using BACS.

Invoices for each project (as detailed under the various Call-Off Schedule 20. annex’s) should be submitted on a monthly basis or as otherwise agreed between the Parties.

Payment can only be made following delivery of pre-agreed certified products and deliverables in accordance with the stated acceptance criteria under the various Call-Off Schedule 20 annexes.

Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

Please ensure that a draft copy of each invoice is submitted to the Cabinet Office contract lead for approval, before it is submitted. In the event that such approval (or notice of why an invoice is not approved) is not provided by the Cabinet Office after two working days of such invoice being provided for pre-approval then the invoice is deemed approved and may be submitted by the Supplier.

Each invoice needs to state the Supplier name, address, project name, staff names, number of days and day rates per member of staff as well as any other costs.

BUYER’S INVOICE ADDRESS:

**REDACTED TEXT under FOIA Section 40, Personal Information**.

email: **REDACTED TEXT under FOIA Section 40, Personal Information**.

BUYER’S AUTHORISED REPRESENTATIVE

**REDACTED TEXT under FOIA Section 40, Personal Information**.

BUYER’S ENVIRONMENTAL POLICY

<https://www.gov.uk/government/publications/cabinet-office-environmental-policy-statement>

BUYER’S SECURITY POLICY

<https://www.gov.uk/government/publications/security-policy-framework>

SUPPLIER’S AUTHORISED REPRESENTATIVE

**REDACTED TEXT under FOIA Section 40, Personal Information**.

**REDACTED TEXT under FOIA Section 40, Personal Information**.

SUPPLIER’S CONTRACT MANAGER

**REDACTED TEXT under FOIA Section 40, Personal Information**.

**REDACTED TEXT under FOIA Section 40, Personal Information**.

PROGRESS REPORT FREQUENCY

Reporting of individual project progress will be agreed and detailed within the various sub-schedules to Call-Off Schedule 20.

PROGRESS MEETING FREQUENCY

Progress meetings for individual projects progress will be agreed and detailed within the various sub-schedules to Call-Off Schedule 20.

KEY STAFF

**REDACTED TEXT under FOIA Section 40, Personal Information**.

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**REDACTED TEXT under FOIA Section 40, Personal Information**.

KEY SUBCONTRACTOR

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

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| --- | --- | --- | --- |
| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer:** | |
| Signature: | **REDACTED TEXT under FOIA Section 40, Personal Information**. | Signature: | **REDACTED TEXT under FOIA Section 40, Personal Information**. |
| Name: | **REDACTED TEXT under FOIA Section 40, Personal Information**. | Name: | **REDACTED TEXT under FOIA Section 40, Personal Information**. |
| Role: | **REDACTED TEXT under FOIA Section 40, Personal Information**. | Role: | **REDACTED TEXT under FOIA Section 40, Personal Information**. |
| Date: | 12/05/23 | Date: | 12/05/23 |