



Crown
Commercial
Service

Digital Outcomes and Specialists 5 (RM1043.7)

DE&S Digital Consultancy and Development Services

Call-Off Contract Order Form for DE&S Digital Consultancy and Development Services

Order Form

Call-Off Reference: CCCT/706

Call-Off Title: DE&S Digital Consultancy and Development Services

Call-Off Contract Description: The provision of consultancy and development services to work alongside the Buyer's DE&S Digital Team.

The Buyer: The Secretary of State for Defence

Buyer Address (Base Location): MOD Abbey Wood, Bristol, BS34 8JH

The Supplier: Capgemini UK plc

Supplier Address: 1 Forge End, Woking, GU21 6DB

Registration Number: 00943935

DUNS Number: 211980537

Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 26 July 2021.

It's issued under the Framework Contract with the reference number RM1043.7 for the provision of Digital Outcomes and Specialists Deliverables.

The Parties intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed at the same time that the Call-Off Contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a further Statement of Work in the form of the template set out in Annex 1 to this Order Form.

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Call-Off Contract.

Call-Off Lot

Lot 1: Digital Outcomes

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) RM1043.7
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
 - Joint Schedules for RM1043.7
 - 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) RM1043.7

- Call-Off Schedules for RM1043.7
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer) - Part E: Staff Transfer on Exit Shall apply
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
 - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 9 (Security) – Part A (short form only)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 13 (Implementation Plan and Testing)- Does Not Apply
 - Call-Off Schedule 15 Contract Management
 - Call-Off Schedule 17 (MOD Terms) including Annex 3 to this Order Form
 - Call-Off Schedule 20 (Call-Off Specification)- Not Applicable
 - Call-Off Schedule 26 (Cyber Essentials Scheme)

5 CCS Core Terms (version 3.0.9)

6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.7

7 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 and Call-Off Special Schedules

The following Special Terms and Call-Off Special Schedules are incorporated into this Call-Off Contract:

- Annex 3 - Call-Off Schedule 17 (MOD Terms)
- Annex 4 – Security Aspects Letter

Call-Off Start Date: 26 July 2021

Call-Off Expiry Date: 25 July 2023

Call-Off Initial Period: 2 years

Call-Off Optional Extension Period: 6 months

Minimum Notice Period for Extensions: 1 month

Call-Off Contract Limit of Liability Value: £7,000,000.00 (Excluding VAT)

This Call-Off Contract will be placed on a (capped) Limit of Liability basis.

“Limit of Liability” is defined as the maximum value of Charges and is not applicable to references made to liability under the Framework, Call-Off Contract, SoWs or any other contracting mechanism.

There shall be no commitment on the Buyer to expend the contract value. Any forecasting is indicative regarding the schedule of delivery.

Call-Off Deliverables

It is the Parties intention to agree an initial SoW in which the Supplier will provide a number of resources. Following this it is intended that the Parties may agree further SoWs (with a duration of three months as a minimum). The Buyer requires a light touch process to agree to flexing resources within SoWs. In order to facilitate this, where a SoW includes a flex pot value within the total value of the SoW, the Parties may agree to the flex up/down of resources using this flex pot value through the exchange of emails clearly showing this agreement between the Parties authorised representatives as stated within the specific SoW. All resources provided by the Supplier through agreed SoWs will work under the management and direction of the Buyer as part of the Buyer's DE&S Digital Team.

Where the Buyer identifies the requirement to flex downwards the number of resources provided under a SoW, the Supplier shall require two weeks-notice to remove a resource.

Where the Buyer identifies the requirement to flex upwards the number of resources provided under a SoW and advises the Supplier of such requirement, the Supplier shall provide an initial indication of being able to fulfil this requirement to the Buyer and where agreed will aim to identify the resources within a minimum of three weeks-notice of this agreement. The Parties shall work together to determine the pipeline demand for flexible resources to facilitate the above.

Activities shall be assigned to the Supplier Staff and tracked by the Buyer using the Buyer's appropriate software management tools such as but not limited to JIRA and AZURE DevOps. The Supplier Staff will record their time spent against these activities using these tools to support invoice payment.

Buyer's Standards

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards referred to in Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

Not applicable.

Cyber Essentials Scheme

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract.

Maximum Liability

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms as amended by the Framework Award Form Special Terms.

Redacted (Commercially sensitive information)

Call-Off Charges

1 Capped Time and Materials (CTM)

Services performed under Statements of Work will be on a capped time and materials basis. The day rates to be used are at Annex 2 (Rate Card) to this Order Form. Statement of Work will include the maximum (capped) time and materials Charges for the Statement of Work. Invoicing monthly in arrears will be based on actual effort consumed for each role using the Annex 2 (Rate Card). The Parties will manage the Statement of Work's and forecast resource to ensure the capped maximum Charges are not exceeded.

The Parties may use the Variation Procedure to amend any Statement of Work including its scope and the maximum Charges.

Where non-UK Supplier Staff (including Subcontractors) are used to provide any element of the Services under this Call-Off Contract, the applicable Rate Card(s) at Annex 2 shall be incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy) and the Supplier shall, under each SOW, charge the Buyer a rate no greater than those set out in the applicable Rate Card for the Supplier Staff undertaking that element of work on the Services.

Reimbursable Expenses

Travel and Subsistence costs shall be reimbursed on the basis of prior approval by the Buyer and the Supplier providing valid receipts in accordance with the Buyer's Ministry of Defence – Statement of Civilian Personnel Policy – Business Travel Guide V2.0-2017" (that the Buyer shall make available to the Supplier).

Payment Method

Payment will be made by electronic transfer and prior to submitting invoices, the Supplier will be required to register their details (Supplier on-boarding) on the Buyer's Contracting, Purchasing and Finance (CP&F) electronic procurement tool.

Charges for T&M services will be payable monthly in arrears.

Buyer's Invoice Address

Invoices shall be submitted electronically via the Buyer's e-payment system "CP&F" (via Exostar) in accordance with the payment terms in DEFCON 522 of the Call-Off Schedule 17.

Buyer's Authorised Representative

Redacted (Personal Data)

Buyer's Environmental Policy

Not Applicable

Buyer's Security Policy

In accordance with DEFCON 658, 659A and 660 of Call-Off Schedule 17 (MOD Terms) and Call-Off Schedule 9 (Security) Part A.

Supplier's Authorised Representative

Redacted (Personal Data)

Supplier's Contract Manager

Redacted (Personal Data)

Progress Report Frequency

To be stated in SoW.

Progress Meeting Frequency

To be stated in SoW.

Key Staff

To be agreed by the Parties per Statement of Work.

Key Subcontractor(s)

None

Commercially Sensitive Information

The Supplier's Commercial Sensitive Information is as defined in Annex 5 to this Order Form.

Balanced Scorecard

Not applicable.

Material KPIs

Not applicable.

Additional Insurances

Not applicable.

Guarantee

Not applicable.

Social Value Commitment

Not applicable.

Statement of Works

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statements of Work. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

Contract Management Meeting

In accordance with Call-Off Schedule 15, the Parties agree to operate the following boards at the locations and at the frequencies set out below:

Meeting Name	Location	Frequency
Contract Management Meeting	Abbey Wood Bristol	Monthly

Buyer obligations

The Buyer is responsible for:

- granting access to MOD premises and providing facilities that are necessary to enable the Supplier to provide the Services as specified within this Call-Off Contract
- advising the Supplier of any quality issues in respect of the Services provided in a timely manner to enable these to be resolved at the earliest opportunity
- any agreed Buyer's dependencies specified in each agreed SoW.
- advising the Supplier of any applicable laws that the Supplier must adhere to in providing the Services.

Buyer's equipment

The Buyer's equipment to be used with this Call-Off Contract:

Buyer to provide laptops with access to MODNET if required by the Supplier to deliver the Services in accordance with DEFCON 611.

Location of delivery

To be specified in SoWs.

COVID-19

1. The Parties recognise that the continuance of the COVID-19 pandemic may have an adverse impact on the ability of the Supplier to perform its obligations under this Call-Off Contract. The Supplier shall not therefore be in breach of its obligations under this Call-Off Contract, nor liable for late or non-performance of any of its obligations under this Call-Off Contract, if such delay or failure is a sole and direct result of the continuance of the COVID-19 pandemic.

2. The Supplier shall immediately notify the Buyer in writing that the continuance of the COVID-19 pandemic has solely and directly resulted or is likely to solely and directly result in a delay or failure to perform its obligations under this Call-Off Contract, which obligations are adversely impacted, and the actions proposed to mitigate such adverse impact.

3. Subject to clause 4 below, the Supplier shall be entitled to request an appropriate period of:

a. additional time for performing; and/or

b. relief from other contractual consequences, of late or non-performance of such obligations provided always that the Supplier has used, to the satisfaction of the Buyer, all reasonable endeavours, both to mitigate the adverse impact of the continuance of the COVID-19 pandemic, and to facilitate the continued performance of its obligations under this Call-Off Contract.

4. The maximum period of additional time and/or for which relief will be granted under this clause shall be limited to four [4] weeks, after which the Buyer may terminate this Call-Off Contract on giving 20 days' notice in writing to the Supplier. On termination of this Call-Off Contract, the Supplier shall be entitled to be paid an amount equal to any and all charges payable (but as yet unpaid) for Services delivered by the Supplier up to the date of termination but shall otherwise have no claim against the Buyer in relation to such termination.

For and on behalf of the Supplier:



Signature:

Name: Nick James

Role: Executive Vice President

Date: 26/07/2021

For and on behalf of the Buyer:

Signature: *Philip Stanley*

Name: Philip Stanley

Role: SE Commercial, Digital team

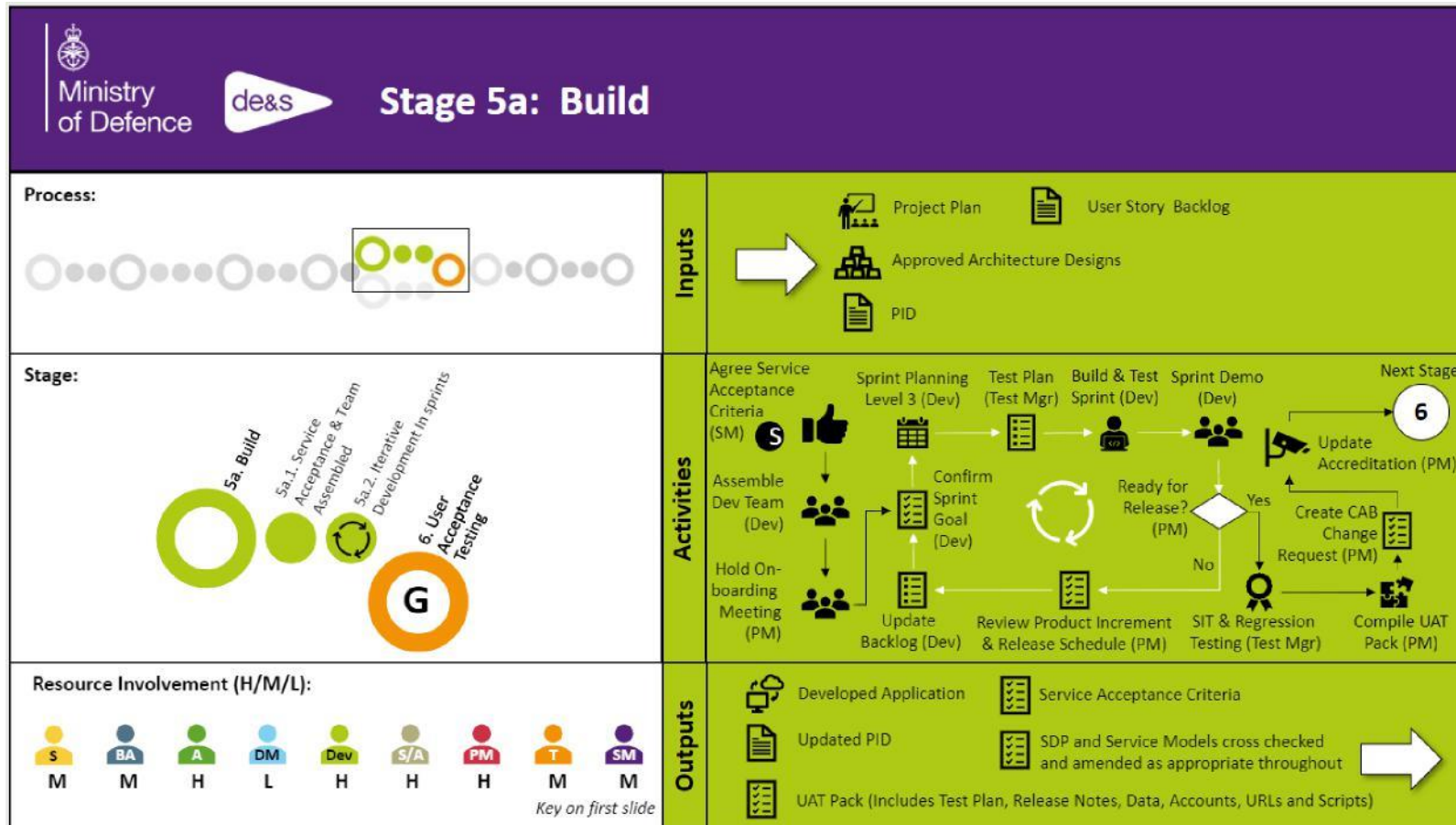
Date: 26/07/2021

Appendix 1 - Statement of Work CCDT/706-01

Redacted (Commercially Sensitive)

Appendix 1A – Process Map

Resources shall be agreed in each Statement of Work. It is the Buyer's intention to use an AGILE approach in accordance with the following process map to determine the resources to be requested under Statements of Work.



Annex 2: Call-Off Schedule 5 (Pricing Details and Expenses Policy) - Rate Card

Redacted (Commercially sensitive)

Annex 3: Call-Off Schedule 17 (MOD Terms)

The following comprises Annex 1 of Call-Off Schedule 17 (MOD Terms)

1. DEFCONS and DEFFORMS

- 1.1 The DEFCONS and DEFORMS listed in Annex 3 to this Schedule are incorporated into this Call-Off Contract below subject to their applicability to the Services being provided.
- 1.2 Where a DEFCON or DEFORM is updated or replaced the reference shall be taken as referring to the updated or replacement DEFCON or DEFORM from time to time where agreed through the Variation Procedure.

The full text of Defence Conditions (DEFCONS) and Defence Forms (DEFFORMS) are at: <https://www.gov.uk/acquisition-operating-framework>.

The following MOD DEFCONS and DEFFORMs form part of this contract:

DEFCONS

DEFCON No	Version	Description
5J	18/11/16	Unique Identifiers
76	12/06	Contractors Personnel at Government Establishments
91	11/06	Intellectual Property Rights In software
522	11/17	Payment and Recovery of Sums Due
531	11/14	Disclosure of Information
532A	04/20	Protection of Personal Data (Where personal Data is not being processed on behalf of the Authority)
539	08/13	Transparency
611	02/16	Issued Property
658	10/17	Cyber
659A	02/17	Security Measures
660	12/15	Official-Sensitive Security Requirements
703	08/13	Intellectual Property Rights – Vesting In The Authority
705	09/20	Intellectual Property Rights – Research and Technology

DEFFORMs (Ministry of Defence Forms)

DEFFORM No	Version	Description
539A	08/13	See Annex 5

Annex 4: Security Aspect Letter

Redacted (Security)

Annex 6: Call-Off Schedule 1 (Transparency Reports)**1 Transparency Reports**

The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the table below.

Title	Content	Format	Frequency
Call-Off Contract Charges	Consultancy value statement	Statement or report	At Call-Off Contract closure

Annex 7: Call-Off Schedule 4 (Call Off Tender)

Redacted (Commercially Sensitive)