Contract reference: HOCS2a/00029

PROVISION OF RESOURCES TO PROVIDE CRITICAL SUPPORT TO THE HRMS AND PAYROLL SYSTEM IN ACCORDANCE WITH CROWN COMMERCIAL SERVICES (CCS) FRAMEWORK RM1042

CONTRACT NO HOCS2a/00029 – PROVISION OF RESOURCES TO PROVIDE CRITICAL SUPPORT TO THE HRMS AND PAYROLL SYSTEM IN ACCORDANCE WITH CROWN COMMERCIAL SERVICES (CCS) FRAMEWORK RM1042

This Contract is made on (date of signature on "Offer And Acceptance" proforma – contract acceptance)

BETWEEN

> (1) **SECRETARY OF STATE FOR DEFENCE,** acting by Def Comrcl CC-HOCS 1, Room 2.1.02, Kentigern House, 65 Brown Street, Glasgow G2 8EX ("the Authority")

AND

> (2) **IBM United Kingdom Limited,** 76-78 Upper Ground, South Bank, London, SE1 9PZ ("the Contractor")

1. The Contractor shall provide the Services described in the Statement of Requirements at Schedule 1 in accordance with the Conditions of Contract at Schedule 3 and the firm prices detailed at Schedule 2.

2. The Contract shall come into effect on the 1st October 2017 and expires on 31st March 2020..

3. Payment will not be made for work performed which is deemed to be outside the scope or period of the Contract.

Note for Transparency Purposes: Contract HOCS2a/00029 has total projected value of £4,320,834.00

HOCS2a/00029

PROVISION OF RESOURCES TO PROVIDE CRITICAL SUPPORT TO THE HRMS AND PAYROLL SYSTEM IN ACCORDANCE WITH CROWN COMMERCIAL SERVICES (CCS) FRAMEWORK RM1042

Index to Schedules

Schedule 1

Statement of Requirements

HOCS2a/00029

PROVISION OF RESOURCES TO PROVIDE CRITICAL SUPPORT TO THE HRMS AND PAYROLL SYSTEM IN ACCORDANCE WITH CROWN COMMERCIAL SERVICES (CCS) FRAMEWORK RM1042

STATEMENT OF REQUIREMENT

PROVISION OF RESOURCES TO PROVIDE CRITICAL SUPPORT TO THE HRMS AND PAYROLL SYSTEMS IN ACCORDANCE WITH CROWN COMMERCIAL SERVICES (CCS) FRAMEWORK RM1042

Defence Business Services require a contract to be put in place for the period 01/10/2017 – 31/3/2020.

The Support Service covered by this requirement includes the following activities:

a. Table 1 - Live Delivery

Provision of Application Support Capability for Civilian Personnel, Finance and K&I Systems, covering application management, incident diagnosis and resolution, and development and implementation of system fixes.

b. Table 2 - Change Delivery

Provision of Change Capability Support for Civilian Personnel and Finance Systems, covering detailed design, systems development, implementation, and skills, knowledge transfer to DBS Staff.

Table 1 - Live Delivery

Deliverable description	Quality criteria for approval	Skill set required

1. Provision of on-site software support to HRMS live service delivery, to maximise systems availability, to include fault finding, trouble shooting, problem resolution, the provision of technical knowledge and advice to other team members, and other systems support activities applicable within the skills set identified in column 3.	Expert working functional knowledge of PeopleSoft HRMS 8.8 software
	
	Expert working Technical knowledge of PeopleTools 8.49 and application PeopleSoft HRMS 8.8.
	
	Extensive experience of fault finding and troubleshooting in PeopleSoft 8.8/PeopleTools 8.49 software, within an Oracle RDBMS, IBM AIX environment
	
	Proven ability to work as part of a team and also manage knowledge transfer to staff
	
	Willingness to react and support live system issues through to resolution utilising system down time/periods
		• "Security Check" National Security Clearance
		
		• Technical: More than 2 years PeopleSoft experience (ideally >5 years), of:
		
		   o Peopletools 8.49,
		
		   o PeopleSoft Application Engine, component interface and advanced PeopleCode.
		
		   o People Soft SQR
		
		   o Oracle SQL,
		
		   o Object Oriented coding
		
		   o Knowledge, understanding of application servers, web logic and process schedulers,
		
		   o Knowledge, understanding of databases and environments,

		o Knowledge, understanding of Operating systems (AIX)
		o Configuration management, experience of migrating code and changes through environments.
		o Experience of working within a controlled ITIL compliant live service delivery organisation, and used to working within a controlled test and assurance and release management environment.
2. Provision of on-site software support to Payroll live service delivery, to maximise systems availability, to include fault finding, trouble shooting, problem resolution, the provision of technical knowledge and advice to other team members, and other systems support activities applicable within the skills set identified in column 3.	Expert working functional knowledge of Oracle e-Business Suite R12 Payroll software Expert working Technical knowledge of Oracle R12 EBS, Discoverer and Apex software Extensive experience of fault finding and troubleshooting in Oracle EBS and supporting software within an Oracle RDBMS, IBM AIX environment (single and multi-node) Proven ability to work as part of team and also manage knowledge transfer to staff Willingness to react and support live system issues through to resolution utilising system down time/periods	• "Security Check" National Security Clearance • Technical: More than 2 years Oracle e-Business Suite Payroll module experience (ideally >5 years), of: o Development of Oracle EBS, Discoverer, Apex, Interface framework, statutory changes, roll up patches, critical patch updates, security patches, o Development with Public Sector elements of product(PQP tables) o Delivery of Payroll interfaces, covering tax (RTI), pensions (Penserver) and Finance o TOAD, SQL, PL SQL, FTP Client, UDFs, UDTs o Knowledge, understanding of application servers, web logic and process schedulers,

			o knowledge, understanding of databases and environments,
			o knowledge , understanding of Operating systems (AIX)
			o Configuration management, experience of migrating code and changes through environments.
			o Experience of working within a controlled ITIL compliant live service delivery organisation, and used to working within a controlled test and assurance and release management environment.
			o Working knowledge of Oracle support operation.
			o Knowledge of data migration within the Oracle e-Business Suite R12 Payroll software.
			• Functional : More than 2 years' experience of working with Oracle eBusiness Suite payroll, (ideally >5) of :
			o Payroll module operations, covering scheduling, creation of request sets, expected outputs, end of year closedown, P60 and P11D definition and production
			o Payroll components, covering , Enhanced retro pay, Absence, Pensions, Elements and fast formula

		• Functional : More than 2 years' experience of working with Oracle eBusiness Suite Time and Labour
3. Provision of onsite software support to Infrastructure live service delivery, to maximise systems availability, to include fault finding, trouble shooting, problem resolution, the provision of technical knowledge and advice to other team members, and other systems support activities applicable within the skills set identified in column 3.	Expert working knowledge of networking including routers, firewalls, switched and load balancing. Extensive experience of fault finding and troubleshooting in network environments. Proven ability of designing network environments including LAN's, WAN's, security and load balancing solutions. Proven ability to work as part of a team and provide knowledge transfer to staff.	Design, configuration and fault resolution experience on the following devices: • Cisco Routers • Cisco Switches • Cisco ACE load balancers • Cisco Content Switches • McAfee Firewalls

Table 2 - Change Delivery

The following table identifies the deliverables and quality criteria required to support the delivery of *change* for the above systems.

Deliverable description	Quality criteria for approval

Support to MOD in delivery of Detailed Design Documentation in response to requests for change. Design documentation must fully comply with the requirements identified in Colum 2.	Detailed design document that is:
	• Compliant with high-level design and system requirements
	• Sufficient to inform the implementation plan
	• Sufficient for internal staff to understand the changes and support them on an ongoing basis
	• Sufficient for formal approval to be granted by the following authorities:
	  o DBS CIO
	  o Process (Business) Owner

Support to MOD in delivery of Implementation Plans in response to requests for change, to include the production of MS Project plans to specification identified on a case by case basis.	Implementation plans that: • Are detailed, resourced and costed • Integrated with business as usual activity
Support to MOD with software Development of System Changes and technical updates for HRMS, Payroll and including Infrastructure.	System changes that is: • Compliant with system requirements • Consistent with the high-level and detailed design document • In accordance with the agreed implementation plan where one is required
Transfer of Skills and Knowledge to Internal Staff on a case by case basis when undertaking development and support activities.	Ensure that internal staff: • Understand the changes made to the system • Understand the tools used to develop the changes • Can support the changes on an ongoing basis

<u>Estimated level of resources required</u>

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<u>Live Delivery</u>

<u>FY 17- 18 [Oct to Mar]</u>

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HRMS – 0.4 x personnel covering SLA hours 0700-1900 daily at Cheadle Hulme offices

Payroll – 2.0 x personnel covering SLA hours 0700-1900 daily at Abbey wood Offices

Infrastructure – 0.25 x person covering SLA hours 0800-1700 daily, Abbey Wood Offices

<u>FY 18-19 and 19-20 [April to March]</u>

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HRMS – 0.5 x personnel covering SLA hours 0700-1900 daily at Cheadle Hulme offices

Payroll – 2.25 x personnel covering SLA hours 0700-1900 daily at Abbey wood Offices

Infrastructure – 0.25 x person covering SLA hours 0800-1700 daily, Abbey Wood Offices

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<u>Change Delivery</u>

<u>FY 17- 18 [Oct to Mar]</u>

HRMS – 1.6 x personnel covering SLA hours 0700-1900 daily at Cheadle Hulme offices

Payroll - 2 x personnel covering SLA hours 0700-1900 at Abbey Wood offices

<u>FY 18-19 and 19-20 [April to March]</u>

HRMS – 2 x personnel covering SLA hours 0700-1900 daily at Cheadle Hulme offices

Payroll - 2.25 x personnel covering SLA hours 0700-1900 at Abbey Wood offices

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Schedule 2

Pricing Schedule

HOCS2a/00029

PROVISION OF RESOURCES TO PROVIDE CRITICAL SUPPORT TO THE HRMS AND PAYROLL SYSTEM IN ACCORDANCE WITH CROWN COMMERCIAL SERVICES (CCS) FRAMEWORK RM1042

SCHEDULE 2 – PRICING FOR THE PROVISION OF RESOURCES TO PROVIDE CRITICAL SUPPORT TO THE HRMS AND PAYROLL SYSTEM IN ACCORDANCE WITH CROWN COMMERCIAL SERVICES (CCS) FRAMEWORK RM1042

Table 1: Schedule of Pricing by Deliverable

Ref.	Deliverable Description	Year 1 Firm Price Ex VAT (£) 1 Oct 17 – 30 Sep 18	Year 2 Firm Price Ex VAT (£) 1 Oct 18 – 30 Sep 19	Year 3 Firm Price ex VAT (£) 1 Oct 19 – 31 Mar 20
	1. Provision of on-site software support to HRMS live service delivery, to maximise systems availability, to include fault finding, trouble shooting, problem resolution, the provision of technical knowledge and advice to other team members, and other systems support activities			
Live Delivery	2. Provision of on-site software support to Payroll live service delivery, to maximise systems availability, to include fault finding, trouble shooting, problem resolution, the provision of technical knowledge and advice to other team members, and other systems support activities			
	3. Provision of onsite software support to Infrastructure live service delivery, to maximise systems availability, to include fault finding, trouble shooting, problem resolution, the provision of technical knowledge and advice to other team members, and other systems support activities			
	4. Management activities across all deliverables.			

Ref.	Deliverable Description	Year 1 Firm Price Ex VAT (£) 1 Oct 17 – 30 Sep 18	Year 2 Firm Price Ex VAT (£) 1 Oct 18 – 30 Sep 19	Year 3 Firm Price ex VAT (£) 1 Oct 19 – 31 Mar 20
	5. Support to MOD in delivery of Detailed Design Documentation in response to requests for change.			
	6. Support to MOD in delivery of Implementation Plans in response to requests for change, to include the production of MS Project plans to specification identified on a case by case basis			
Change Delivery	7. Support to MOD with software Development of System Changes and technical updates for HRMS, Payroll and including Infrastructure.			
	9. Transfer of Skills and Knowledge to Internal Staff on a case by case basis when undertaking development and support activities.			
	TOTAL COST FOR DELIVERABLES			

Note: FTEs have been calculated as 1 FTE = 18 days per month.

2.2

SCHEDULE 2 – PRICING FOR THE PROVISION OF RESOURCES TO PROVIDE CRITICAL SUPPORT TO THE HRMS AND PAYROLL SYSTEM IN ACCORDANCE WITH CROWN COMMERCIAL SERVICES (CCS) FRAMEWORK RM1042

Table 2: Schedule of Pricing by Role

Category	Team	Role	Year 1 Firm Price Ex VAT (£) 1 Oct 17 – 30 Sep 18				Year 2 Firm Price Ex VAT (£) 1 Oct 18 – 30 Sep 19				Year 3 Firm Price ex VAT (£) 1 Oct 19 – 31 Mar 20			
			Days	FTE	Rate (£)	Total Price (£)	Days	FTE	Rate (£)	Total Price (£)	Days	FTE	Rate (£)	Total Price (£)
Live Delivery	HMRS	HRMS Functional Support												
		HRMS Technical Support												
	Payroll	Payroll & OTL Technical Architect												
		Payroll Functional Support t												
		Payroll Technical Support												
	Infrastructure	WANS Infrastructure Support												
Total Live Delivery														
Change Delivery	HMRS	HRMS Functional Support												
		HRMS Technical Support												
	Payroll	Payroll & OTL Technical Architect												
		Payroll Functional Support												
		Payroll Technical Support												
Total Change Delivery														
Grand Total														

Note: FTEs have been calculated as 1 FTE = 18 days per month.

2.3

SCHEDULE 2 – PRICING FOR THE PROVISION OF RESOURCES TO PROVIDE CRITICAL SUPPORT TO THE HRMS AND PAYROLL SYSTEM IN ACCORDANCE WITH CROWN COMMERCIAL SERVICES (CCS) FRAMEWORK RM1042

Rate Card

Grade	Year 1 Firm Price Ex VAT (£) 1 Oct 17 – 30 Sep 18	Year 2 Firm Price Ex VAT (£) 1 Oct 18 – 30 Sep 19	Year 3 Firm Price ex VAT (£) 1 Oct 19 – 31 Mar 20
Grade 9			
Grade 8			
Grade 7			
Grade 6			
Grade 5			

2.4

Schedule 3

Conditions of Contract

HOCS2a/00029

PROVISION OF RESOURCES TO PROVIDE CRITICAL SUPPORT TO THE HRMS AND PAYROLL SYSTEM IN ACCORDANCE WITH CROWN COMMERCIAL SERVICES (CCS) FRAMEWORK RM1042

Conditions of Contract

In addition to the Terms and Conditions of CCS Framework RM1042 the following Terms and Conditions shall apply to any subsequent call-off contract relating to this requirement.

Defence Conditions and Defence Forms

DEFCON 5J (Edn 18/11/16) -	Unique Identifiers
DEFCON 76 (Edn 12/06) -	Contractor's Personnel at Government Establishments
DEFCON 522 (Edn 18/11/16) –	Payment and Recovery of Sums Due
DEFCON 531 (Edn 11/14) -	Disclosure of Information
DEFCON 532A (Edn 06/10)-	Protection of Personal Data (where personal data is not being processed on behalf of the Authority)
DEFCON 539 (Edn 08/13) -	Transparency
DEFCON 604 (Edn 06/14) -	Progress Reports
DEFCON608 (Edn10/14) -	Access Facilities to Be Provided by The Contractor
DEFCON 620 (Edn 5/17) -	Contract Change Control Procedure
DEFCON 625 (Edn 10/98) –	Co-operation on Expiry of Contract
DEFCON 658 (Edn 10/17) -	Cyber

DEFFORM 47 (Edn 12/16) -   Tender Submission Document (Offer)

DEFFORM 111 (Edn18/11/16) - Addresses and Other Information

Payment shall be made in accordance with the Contracting, Purchasing and Finance (CP&F) electronic procurement tool in accordance with Defcon 522.

1. INTELLECTUAL PROPERTY RIGHTS

1.1   Allocation of title to IPR

1.1.1   Save as expressly granted elsewhere under this Call Off Contract:

(a)   the Customer shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Supplier or its licensors, including:

(i)   in the Supplier Software;
(ii)   the Supplier Background IPR;
(iii)   in the Third Party Software;
(iv)   the Third Party IPR;
(v)   in the Specially Written Software; and
(vi)   the Project Specific IPR.

(b)   the Supplier shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Customer or its licensors, including the:

(i)   Customer Software;
(ii)   Customer Background IPR; and
(iii)   Customer Data.

1.1.2   Where either Party acquires, by operation of Law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in Clause 1.1, it shall assign in writing such Intellectual Property Rights as it has acquired to the other Party on the request of the other Party (whenever made).

1.1.3 Neither Party shall have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.

1.2 Licences granted by the Supplier: Specially Written Software and Project Specific IPR

1.2.1 The Supplier hereby grants to the Customer, or shall procure the direct grant to the Customer of, a perpetual, royalty-free, irrevocable, non-exclusive licence to use:

(a) the Documentation, Source Code and the Object Code of the Specially Written Software (including any embodiments of Supplier Background IPR or Third Party IPR that are embedded in or which are an integral part of the Specially Written Software) which shall include the right to load, execute, interpret, store, transmit, display, copy (for the purposes of loading, execution, interpretation, storage, transmission or display), modify, adapt, enhance, reverse compile, decode and translate such Specially Written Software;

(b) all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software (together the Software Supporting Materials); and

(c) the Project Specific IPR including but not limited to the right to copy, adapt, publish (including on the ICT Environment) and distribute such Project Specific IPR.

1.2.2 The Supplier shall:

(a) inform the Customer of all Specially Written Software that constitutes a modification or enhancement to Supplier Software or Third Party Software; and

(b) deliver to the Customer the Specially Written Software in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of the Source Code and of the Software Supporting Materials promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Customer.

1.2.3 The Supplier acknowledges and agrees that the ownership of the media referred to in Clause 1.2.2(b) shall vest in the Customer upon their receipt by the Customer.

1.3 Licences granted by the Supplier: Supplier Software and Embodiments of the Supplier Background IPR

1.3.1 The Supplier hereby grants to the Customer a perpetual licence as per proposed during Further Competition Procedure, royalty-free and non-exclusive licence to use:

(a) the Supplier Software that is delivered by the Supplier to the Customer, and listed in the Call Off Order as a deliverable, except if Supplier licenses such Supplier Software on separate terms, for any purpose relating to the Goods and Services (or substantially equivalent Goods and Services) or for any purpose relating to the exercise of the Customer's (or, if the Customer is a Central Government Body, any other Central Government Body's) business or function including but not limited to the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display); and

(b) the embodiments of Supplier Background IPR for any purpose relating to the Goods and Services (or substantially equivalent Goods and Services) or for any purpose relating to the exercise of the Customer's (or, if the Customer is a Central Government Body, any other Central Government Body's) business or function.

1.3.2 At any time during the Call Off Contract Period or following the Call Off Expiry Date, the Supplier may terminate a licence granted in respect of the Supplier Software or the embodiments of the Supplier Background IPR under Clause 1.3.1 by giving thirty (30) days' notice in writing (or such other period as agreed by the Parties) if there is a Customer Cause which constitutes a material breach of the terms of Clauses 1.3.1(a) or 1.3.1(b) (as the case may be) which, if the breach is capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Customer written notice specifying the breach and requiring its remedy.

1.3.3 In the event the licence of the Supplier Software or of the embodiments of the Supplier Background IPR is terminated pursuant to Clause 1.3.2), the Customer shall:

(a) immediately cease all use of the Supplier Software or the embodiments of the Supplier Background IPR (as the case may be);

(b) at the discretion of the Supplier;return or destroy documents and other tangible materials that contain any of the Supplier Software and/or the embodiments of the Supplier Background IPR, provided that if the Supplier has not made an election within six (6) months of the termination of the licence, the Customer may destroy the documents and other tangible materials that contain any of the Supplier Software and/or the embodiments of the Supplier Background IPR (as the case may be); and

(c) ensure, so far as reasonably practicable, that any Supplier Software and/or embodiments of the Supplier Background IPR that are held in electronic, digital or other machine-readable form ceases to be readily accessible (other than by the information technology staff of the Customer) from any computer, word processor, voicemail system or any other device containing such Supplier Software and/or Supplier Background IPR.

1.4 Customer's right to sub-license

1.4.1 The Customer shall be freely entitled to sub-license the rights granted to it pursuant to Clause 1.2.1 (Licences granted by the Supplier: Specially Written Software and Project Specific IPR).

1.4.2 The Customer may sub-license:

(a) the rights granted under Clause 1.3.1 (Licences granted by the Supplier: Supplier Software and embodiments of the Supplier Background IPR) to a third party (including for the avoidance of doubt, any Replacement Supplier) provided that:

(i) the sub-licence is on terms no broader than those granted to the Customer; and

(ii) the sub-licence only authorises the third party to use the rights licensed in Clause 1.3.1 (Licences granted by the Supplier: Supplier Software and Supplier Background IPR) for purposes relating to the Goods and Services (or substantially equivalent Goods and Services) or for any purpose relating to the exercise of the Customer's (or, if the Customer is a Central Government Body, any other Central Government Body's) business or function; and

(b) the rights granted under Clause 1.3.1 (Licences granted by the Supplier: Supplier Software and embodiments of the Supplier Background IPR) to any Approved Sub-Licensee to the extent necessary to use and/or obtain the benefit of the Specifically Written Software and/or the Project Specific IPR provided that the sub-licence is on terms no broader than those granted to the Customer.

1.5 Customer's right to assign/novate licences

1.5.1 The Customer:

(a) shall be freely entitled to assign, novate or otherwise transfer its rights and obligations under the licence granted to it pursuant to Clause 1.2.1 (Licences granted by the Supplier: Specially Written Software and Project Specific IPR); and

(b) may assign, novate or otherwise transfer its rights and obligations under the licence granted pursuant to Clause 1.3.1 (Licences granted by the Supplier: Supplier Software and the embodiments of the Supplier Background IPR) to:

(i) a Central Government Body; or

(ii) to any public body or any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Customer.

(c) Where the Customer is a Central Government Body, any change in the legal status of the Customer which means that it ceases to be a Central Government Body shall not affect the validity of any licence granted in Clause 1.2.1 (Licences granted by the Supplier: Specially Written Software and Project Specific IPR) and/or Clause 1.3.1 (Licences granted by the Supplier: Supplier Software and embodiments of the Supplier Background IPR). If the Customer ceases to be a Central Government Body, the successor body to the Customer shall still be entitled to the benefit of the licences granted in Clause 1.2.1 (Licences granted by the Supplier: Specially Written Software and Project Specific IPR) and Clause 1.3.1 (Licences granted by the Supplier: Supplier Software and the embodiments of the Supplier Background IPR).

(d) If a licence granted in Clause 1.2.1 (Licences granted by the Supplier: Specially Written Software and Project Specific IPR) and/or Clause 1.3.1 (Licences granted by the Supplier: Supplier Software and the embodiments of the Supplier Background IPR) is novated under Clause 1.5.1(b) or there is a change of the Customer's status pursuant to Clause 1.5.1(c) (both such bodies being referred to as the Transferee), the rights acquired by the Transferee shall not extend beyond those previously enjoyed by the Customer.

1.6 Third Party IPR and Third Party Software

1.6.1 The Supplier shall procure that the owners or the authorised licensors of any embodiments of Third Party IPR and any Third Party Software which is not commercial off-the-shelf software or Open Source Software grant a direct licence to the Customer on terms at least equivalent to those set out in Clause 1.3.1 (Licences granted by the Supplier: Supplier Software and embodiments of the Supplier Background IPR) and Clause 1.5.1(b) (Customer's right to assign/novate licences). If the Supplier cannot obtain for the Customer a licence materially in accordance with the licence terms set out in Clause 1.3.1 (Licences granted by the Supplier: Supplier Software and embodiments of the Supplier Background IPR) and Clause 1.5.1(b) (Customer's right to assign/novate licences) in respect of any such Third Party IPR and/or Third Party Software, the Supplier shall:

(a) notify the Customer in writing giving details of what licence terms can be obtained from the relevant third party and whether there are alternative software providers which the Supplier could seek to use; and

(b) only use such embodiments of Third Party IPR and/or Third Party Software if the Customer Approves the terms of the licence from the relevant third party.

1.6.2 The Supplier shall procure that the owners or the authorised licensors of any Third Party Software which is commercial off-the-shelf software grants a direct licence to the Customer on terms no less favourable that such software is usually made available and includes these licence terms within Call Off Schedule 17.

1.7 Licence granted by the Customer

1.7.1 The Customer hereby grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Call Off Contract Period to use the Customer Software, the Customer Background IPR and the Customer Data solely to the extent necessary for providing the Goods and Services in accordance with this Call Off Contract, including (but not limited to) the right to grant sub-licences to Sub-Contractors provided that:

(a) any relevant Sub-Contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 1.4 (Confidentiality); and

(b) the Supplier shall not without Approval use the licensed materials for any other purpose or for the benefit of any person other than the Customer.

1.8 Termination of licenses

1.8.1 Subject to Clauses 1.3.2 and/or 1.3.3 (Licences granted by the Supplier: Supplier Software and embodiments of the Supplier Background IPR), all licences granted pursuant to this Clause 1 (Intellectual Property Rights) (other than those granted pursuant to Clause 1.6.2 (Third Party IPR and Third Party Software) and 1.7.1 (Licence granted by the Customer)) shall survive the Call Off Expiry Date.

1.8.2 The Supplier shall, if requested by the Customer in accordance with Call Off Schedule 11 (Exit Management), grant (or procure the grant) to the Replacement Supplier of a licence to use any Supplier Software, embodiments of the Supplier Background IPR, embodiments of the Third Party IPR and/or Third Party Software on terms equivalent to those set out in Clause 1.3.1 (Licences granted by the Supplier: Supplier Software and embodiments of the Supplier Background IPR) subject to the Replacement Supplier entering into reasonable confidentiality undertakings with the Supplier.

1.8.3 The licence granted pursuant to Clause 1.7.1 (Licence granted by the Customer) and any sub-licence granted by the Supplier in accordance with Clause 1.7.1 (Licence granted by the Customer) shall terminate automatically on the Call Off Expiry Date and the Supplier shall:

(a) immediately cease all use of the Customer Software, the Customer Background IPR and the Customer Data (as the case may be);

(b)   at the discretion of the Customer, return or destroy documents and other tangible materials that contain any of the Customer Software, the Customer Background IPR and the Customer Data, provided that if the Customer has not made an election within six months of the termination of the licence, the Supplier may destroy the documents and other tangible materials that contain any of the Customer Software, the Customer Background IPR and the Customer Data (as the case may be); and

(c)   ensure, so far as reasonably practicable, that any Customer Software, Customer Background IPR and Customer Data that are held in electronic, digital or other machine-readable form ceases to be readily accessible from any computer, word processor, voicemail system or any other device of the Supplier containing such Customer Software, Customer Background IPR and/or Customer Data.

1.9   IPR Indemnity

1.9.1   The Supplier shall at during and after the Call Off Contract Period, indemnify the Customer against all costs, damages and attorney's fees awarded against the Customer by a tribunal, court of law or agreed to be paid by the Customer (as pre-approved by the Supplier in writing) arising from an IPR Claim.

1.9.2   If an IPR Claim is made, or the Supplier anticipates that an IPR Claim might be made, the Supplier may, at its own expense and sole option, either:

(a)   procure for the Customer the right to continue using the relevant item which is subject to the IPR Claim; or

(b)   replace or modify the relevant item with non-infringing   substitutes provided that:

(i)   the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item;

(ii)   the replaced or modified item does not have an adverse effect on any other Goods and/or Services or the ICT Environment;

(iii)   there is no additional cost to the Customer; and

(iv)   the terms and conditions of this Call Off Contract shall apply to the replaced or modified Goods and/or Services.

1.9.3   If the Supplier elects to procure a licence in accordance with Clause 1.9.2(a) or to modify or replace an item pursuant to Clause 1.9.2(b), but this has not avoided or resolved the IPR Claim, then:

(i)   the Customer may terminate this Call Off Contract by written notice with immediate effect; and

(ii)   without prejudice to the indemnity set out in Clause 1.9.1, the Supplier shall be liable for all reasonable and unavoidable costs of the substitute Goods and Services including the additional costs of procuring, implementing and maintaining the substitute items

1.9.4   The provisions of Clauses 1.9.1 to 1.9.3 (inclusive) shall not apply to the extent that any IPR Claim is caused by any use by or on behalf of the Customer of the Software, or the use of the Customer Software by or on behalf of the Supplier, in either case in combination with any item not supplied or recommended by the Supplier pursuant to this Call Off Contract or in a manner not reasonably to be inferred from the description of the Goods and/or Services in Call Off Schedule 2 (Goods and Services) or the provisions of this Call Off Contract or where the IPR Claim is caused by Customer's content, materials, designs or specifications.

1.9.5   The Customer agrees that the indemnity under this clause 1.9 is conditional upon the Customer complying with all of the following:

    (i)   it will within 5 working days notify the Supplier in writing of any IPR Claim;

    (ii)   it will allow the Supplier to conduct all negotiations and proceedings and will provide the Supplier with such reasonable assistance required by the Supplier, each at the Supplier's cost, regarding the IPR Claim; and

    (iii)   it will not, without first receiving the Supplier's written approval, agree to make any payment or make an admission relating to the IPR Claim.

1.9.6   The Supplier shall consider and defend the IPR Claim diligently using competent counsel and in such a way as not to bring the reputation of the Customer into disrepute. The Supplier shall not settle or compromise any IPR Claim without first consulting with the Customer.

DEFFORM 111

Appendix -
Addresses and other Information

HOCS2a/00029

PROVISION OF RESOURCES TO PROVIDE CRITICAL SUPPORT TO THE HRMS AND PAYROLL SYSTEM IN ACCORDANCE WITH CROWN COMMERCIAL SERVICES (CCS) FRAMEWORK RM1042

DEFFORM 111
(Edn 09/16)

Appendix - Addresses and Other Information

1. Commercial Officer
Name:

Address: Defence Commmercial CC-HOCS2a1
Rm 2.1.02, Kentigern House, 65 Brown Street, Glasgow,
G2 8EX

Email: Defcomrclcc-hocs2a1@mod.uk
Tel: 0141 224 2640

2. Project Manager, Equipment Support Manager or PT Leader
(from whom technical information is available)
Name:
Address: DBS Information Technology
Management Services,Warminster Road,
Bath, BA1 5AA
E-m: DBSITMS-Live-Apps-AH@mod.uk

3. Packaging Design Authority
Organisation & point of contact:
N/A

(Where no address is shown please contact the Project Team in Box 2)

4. (a) Supply / Support Management Branch or Order Manager:
Branch/Name: N/A

☎: N/A

(b) U.I.N.   D2730Y

5. Drawings/Specifications are available from

6. THIS BOX IS INTENTIONALLY BLANK

7.   Quality Assurance Representative:

Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.

AQAPS and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit http://dstan.uwh.diif.r.mil.uk/ [intranet] or https://www.dstan.mod.uk/ [extranet, registration needed].

8. Public Accounting Authority

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5394

9. Consignment Instructions
The items are to be consigned as follows:

See Schedule of Requirement

10. Transport. The appropriate Ministry of Defence Transport Offices are:
A. DSCOM, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH
Air Freight Centre
IMPORTS ☎ 030 679 81113 / 81114   Fax 0117 913 8945
EXPORTS ☎ 030 679 81113 / 81114   Fax 0117 913 8945
Surface Freight Centre
IMPORTS ☎ 030 679 81129 / 81133 / 81138   Fax 0117 913 8946
EXPORTS ☎ 030 679 81129 / 81133 / 81138   Fax 0117 913 8946
B. JSCS

JSCS Helpdesk No: 01869 256052 (select option 2, then option 3)
JSCS Fax No: 01869 256837
www.freightcollection.com

11. The Invoice Paying Authority
Ministry of Defence   ☎ 0151-242-2000
DBS Finance
Walker House, Exchange Flags Fax: 0151-242-2809
Liverpool, L2 3YL   **Website is:**
https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing

12. Forms and Documentation are available through *:
Ministry of Defence, Forms and Pubs Commodity Management
PO Box 2, Building C16, C Site
Lower Arncott
Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)
Applications via fax or email: DESLCSLS-OpsFormsandPubs@mod.uk

NOTE

* Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:
https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm