

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)



Crown
Commercial
Service

Digital Outcomes and Specialists 5 (RM1043.7)

Framework Schedule 6 (Order Form)

Contact Reference: 705235450 DF/014

Acquisition, Capability and Management Service (ACAMS)

Part A – Order Form

CALL-OFF REFERENCE: 705235450 DF/014
Acquisition, Capability and Management Service (ACAMS)

THE BUYER: Defence Digital c/o The Foundry, Strategic Command (UKStratCom) part of the Ministry of Defence (MOD)

BUYER ADDRESS MoD Corsham,
B2, Building 405,
Westwells Road,
Corsham,
Wiltshire,
SN13 9NR

THE SUPPLIER: Capgemini UK PLC

SUPPLIER ADDRESS: 1 Forge End, Woking, Surrey GU21 6DB
REGISTRATION NUMBER: 943935

DUNS NUMBER: 211980537
SID4GOV ID:

APPLICABLE FRAMEWORK CONTRACT:

This Order Form is for the provision of the Call-Off Deliverables and dated **3rd October 2022**.

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 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 Tasking template set out in Annex 1 to this Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

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

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CALL-OFF LOT: LOT 1 – Digital Outcomes

CALL-OFF SPECIAL TERMS:

1) **AUTHORISATION BY THE CROWN FOR USE OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS**

Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved. Suppliers must adhere to the MOD Corsham working policies.

2) For the purposes of this Call-Off Contract the definition of 'Government Data', as referenced in **Joint Schedule 1 (Definitions) RM1043.7, Section 1.4**, shall be amended as follows:

Government Data	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which: (a) are supplied to the Supplier by or on behalf of the Authority; or (b) the Supplier is expressly required to generate, process, store or transmit pursuant to a Contract;
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3) **Limit of Liability**

Each Party's total aggregate liability in each Contract Year will not exceed 150% of the Actual Contract value.

4) **Security Clearance**

The Parties agree that the Supplier Rate Card set out in Schedule 5 (Pricing Details and Expenses Policy) Annex 2 (Supplier Rate Card) represents the Charges associated with the provision of staff with SC clearance. Should staff with DV clearance be required, any uplift will be dealt with in the relevant SoW.

5) **Buyer obligations**

The Parties agree that should the Buyer be unable to meet the buyer obligations specified in paragraph 1.4 of Schedule 5 (Pricing Details and Expenses Policy), this shall be treated as Authority Cause for the purposes of Core Terms paragraph 5 (The buyer's obligations to the supplier).

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CALL-OFF INCORPORATED TERMS:

The following documents are incorporated into this Call-Off Contract. Where numbers are missing, the schedules are not being used. 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 Call-Off Schedule 17 (MOD Terms)
- 4 Framework Special Terms & Call-off Special Terms
- 5 The following Schedules in equal order of precedence:
 - Joint Schedules for RM1043.7 (Refer to Section 1)
 - Joint Schedule 1 (Definitions)
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)

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- Call-Off Schedules:
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - 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)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels, Key Performance Indicators and Balanced Scorecard)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 25 (Ethical Walls Agreement)
 - Call-Off Schedule 26 (Cyber Essentials Scheme)

6 CCS Core Terms (version 3.0.9)

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

8 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.

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CALL-OFF START DATE: 3rd October 2022
CALL-OFF EXPIRY DATE: 30th September 2024
CALL-OFF INITIAL PERIOD: 24 Months
CALL-OFF OPTIONAL EXTENSION PERIOD: 6 Months and/or up to 25% of Contract Value
MINIMUM NOTICE PERIOD FOR EXTENSIONS: 3 Months

CALL-OFF CONTRACT VALUE:

The maximum anticipated throughput (not to exceed total value) is **£9,500,000.00 (ex VAT)**. The initial contract value will be for £1.00, where Statement of Works (SOW) will be placed on the contract during the term, increasing the value of the contract each occurrence.

CALL-OFF DELIVERABLES:

The Deliverables and Specification will be defined in each SOW

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:

- a) AQAP 2110 Edition D Version 1 NATO Quality Assurance Requirements for Design, Development and Production. CoC shall be provided in accordance with DEFCON 627.
- b) AQAP 2210 Edition A Version 2 – NATO Supplementary Software Quality Assurance Requirements to AQAP 2110 or AQAP 2310 shall apply.
- c) Concessions shall be managed in accordance with Def Stan. 05-061 Part 1, Issue 7 – Quality Assurance Procedural Requirements – Concessions.
- d) Any contractor working parties shall be provided in accordance with Def Stan. 05-061 Part 4, Issue 4 – Quality Assurance Procedure Requirements – Contractor Working Parties.
- e) Processes and controls for the avoidance of counterfeit material shall be established and applied in accordance with Def Stan. 05-135, issue 2 – Avoidance of Counterfeit Materials.

MAXIMUM LIABILITY:

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms, and Special Terms within this Call-Off Order Form.

CALL-OFF CHARGES:

Capped Time and Materials (CTM) - maximum amount to be paid by the Buyer under a Time and Materials mechanism for the delivery of the Deliverables and the agreed scope.

Where non-UK Supplier Staff (including Subcontractors) are used to provide any element of the Deliverables under this Call-Off Contract, the applicable rate card(s) 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

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applicable rate card for the Supplier Staff undertaking that element of work on the Deliverables.

REIMBURSABLE EXPENSES:

Please refer to Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)

PAYMENT METHOD

Payment method	The payment method for this Call-Off Contract is CP&F .
Payment profile	The payment profile for this Call-Off Contract is monthly in arrears.
Invoice details	The Supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.
Who and where to send invoices to	Invoices will be sent to electronically via CP&F in addition to a digital copy emailed to the named Project Manager on the Statement of Work (SOW) and REDACTED
Invoice information required	All invoices must include the contract reference number, SOW number and title. Invoices must provide a full breakdown of the costs incurred for the Authority's review and approval. All T&S claims should be supported by valid receipts.
Invoice frequency	Invoice will be sent to the Buyer Monthly .

BUYER'S INVOICE ADDRESS:

REDACTED

Contract REDACTED

DBS Finance, Walker House, Exchange Flags, Liverpool, L2 3YL

BUYER'S ENVIRONMENTAL POLICY:

Not Applicable

SECURITY AND VETTING:

Security Clearance is required for duration of the contract. The Supplier are responsible for obtaining and maintaining security clearances.

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The supplier is required to produce a security policy as per Call-Off Schedule 9 (Security), within **20 days** of contract award. This must be updated in line with specific Statement of Works (SOW) but this will be advised at the time of the SOW.

PROGRESS REPORT FREQUENCY:

The following reporting obligations shall govern the Contract:

- 1) Contract Progress report – These reports must contain, but are not limited to, and overview of the current SOW portfolio, spend to date and evidence of performance against the KPI's. This report Shall:
 - a. Be used as the basis of the discussions at the monthly Contract performance review meetings detailed in Condition 12 of the Contract.
 - b. Be delivered to the Authority's Project Manager two (2) business days before the monthly contract performance review meeting. Any delays will be subject to mutual approval.
- 2) Individual SOW reports – The Authority reserves the right to request monthly (or on a less frequent occurrence where indicated), reports for individuals SOW'S. Details to what these reports must include will be specified on the SOW and agreed by both parties. Specific SOW reporting frequencies may vary and will be notified at the time.
- 3) The Supplier shall provide a Social Value Plan Report on a quarterly basis, demonstrating progress aligned with the Social Value Section under the Order Form.
- 4) The Supplier shall report to the Authority, on a quarterly basis, the knowledge transfer activity that has been conducted under this contract.

The provision of the reports by the Supplier and receipt by the Authority shall be in accordance with DEFCON 525. The reports shall not prejudice any rights or obligations of the Authority or the Supplier under the Contract.

PROGRESS MEETING FREQUENCY:

An initial Kick-Off governance meeting will be held no later than twenty (20) working days from the Call-off Contract Start Date.

Subsequent Contract Progress meetings will be held Monthly. The Supplier shall attend progress meetings and provide Reports in accordance with the Progress Report Requirements for this contract.

Additional meetings required to ensure the proper performance of this Contract will be at the reasonable discretion of both parties.

The Authority's Project Manager or a nominated deputy, will chair all meetings (hereinafter the Chairperson).

The Supplier shall provide the secretariat for the meetings to take the minutes and record actions. A copy of the draft minutes shall be submitted by the Supplier to the Chairperson for approval no later than five (5) business days after each meeting. The Chairperson shall agree or amend the minutes in writing within five (5) business days of receipt of the draft.

Specific SOW progress meetings may vary and will be mutually agreed at the time.

KEY STAFF:

Commercial Contact Details

	Name:	REDACTED
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For the Buyer:	Title:	REDACTED
	Email:	REDACTED
	Phone:	REDACTED
For the supplier	Name:	REDACTED
	Title:	REDACTED
	Email:	REDACTED
	Phone:	REDACTED

Data Protection Officers

For the Buyer:	Name:	REDACTED
	Title:	REDACTED
	Email:	REDACTED
	Phone:	REDACTED
For the supplier:	Name:	REDACTED
	Title:	REDACTED
	Email:	REDACTED
	Phone:	REDACTED

Operations/Contract Management

For the Buyer:	Name:	REDACTED
	Title:	REDACTED
	Email:	REDACTED
	Phone:	REDACTED
For the supplier:	Name:	REDACTED
	Title:	REDACTED
	Email:	REDACTED
	Phone:	REDACTED

The contract is not subject to IR35. A status determining statement has been signed by both parties, date 07/10/2022.

The Supplier confirms to the Buyer that the Supplier will deliver the Services using resources who are on Supplier payroll and/or through subcontracts via Buyer pre-approved Subcontractors with full PAYE and NI deducted for such resources at source and therefore outside of IR35 so as not to breach the terms of the Framework Agreement.

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KEY SUBCONTRACTOR(S):

The following Key Subcontractors maybe used by the Supplier for delivery of the Services:

1. **Experis Ltd.** 6 New Bridge Street, London, EC4V6AB

COMMERCIALLY SENSITIVE INFORMATION:

The Suppliers Commercially Sensitive Information is detailed in Joint Schedule 4 (Commercially Sensitive Information)

BALANCED SCORECARD, KPI'S AND SLA'S:

All shall apply to this Call-Off Contract in accordance with Call-Off Schedule 14 (Service Levels, KPI's and Balanced Scorecard).

SOCIAL VALUE COMMITMENT:

The Supplier will establish a Carbon footprint dashboard for travel and subsistence, and we will use this to monitor the carbon footprint and seek to minimise our Carbon impact on the the ACAMS delivery for the duration of the contract.

To ensure we are giving back to the community, whilst having the greatest impact to empower our people to get involved, the Supplier is committing to support skills-based volunteering across our three pillars of CSR (active inclusion, sustainability and digital inclusion) with 2 days per person per annum offered, with no cost to the Authority.

We will offer one lunch and learn session per quarter, topics to be decided including: Defence Women's Network, Sustainability, Creating an Inclusive Environment

Final Notes:

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. 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.

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	REDACTED	Signature:	REDACTED
Name:	REDACTED	Name:	REDACTED
Role:	REDACTED	Role:	REDACTED
Date:	REDACTED	Date:	REDACTED