Foreign, Commonwealth & Development Office

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from the British people

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> File Ref: PO 6737
>
> Date: 1st March 2021
>
> Contract Amendment No: 3

CONTRACT FOR: **Electronic Documents and Records Management System**

CONTRACT NUMBER: PO 6737

With reference to the contract dated 21st April 2015, (as most recently amended by the letter dated 28th June 2018) both Parties have in principle agreed to the following variations to the Contract:

Form of Contract

Delete: "I. The period of the Contract shall be three (3) years from 27th April 2015 to 26th April 2018, with an option at DFID's sole discretion to extend for up to a maximum of further thirty six months up to 26th April 2021."

Insert: "I. The contract shall be from 27th April 2015 ("the start date") to 20th June 2023 ("the end date")."

Terms and Conditions

5. Duration of Contract

Delete clause 5.2

Delete clause 5.3 and insert:

"5.2 The Contract Extension Period shall take effect on 21st June 2021 until 20th June 2023."

Schedule 1: Definitions

Delete definition of "**Security Policy**" and insert:

"means the Customer's security policy in force as at the Commencement Date (a copy of which has been supplied to the Supplier), as updated from time to time via Change Control and notified to the Supplier in accordance with ISO 27001"

Delete definition of "**Service Credit Cap**" and insert:

"For the period of 27th April 2015 to 20th June 2021:
- in the period from the Commencement Date to the end of the first Contract Year 10% of the estimated Year 1 Contract Charges; and
- during the remainder of the Contract Period, 15%of the Contract Charges payable to the Supplier under this Contract in the period of twelve (12) Months immediately preceding the Month in respect of which Service Credits are accrued.

For the period of 21st June 2021 to 20th June 2023:
- 10% of the Contract Charges payable to the Supplier under this Contract in the period of twelve (12) Months immediately preceding the Month in respect of which Service Credits are accrued; and
- 15% of the Contract Charges payable to the Supplier under this Contract in the period of twelve (12) Months immediately preceding he Month in respect of which Service Credits are accrued following the Version Upgrade"

Add:

"**Version Upgrade** – Upgrade to an incremented version of Opentext Content Server within three (3) months of the effective date of this contract extension on mutually agreeable terms."

Schedule 2: Statement of Work

Add "Annex 1 to Schedule 2: Statement of Work – Opentext Software Services for Extension Period" attached

Schedule 3: Contract Charges, Payment and Invoicing

REDACTED

Schedule 4: Customer Responsibility and Key Personnel

REDACTED

Schedule 6: Service Levels, Service Credits, Bonus Payments and Performance Monitoring

REDACTED

Schedule 9: Supplier Software, Customer Software and Third Party Software

REDACTED

Schedule 18: Application Maintenance and Monitoring AMM Solution

Add: "Extension Period: All reference to 'Overseas' and 'Overseas locations' in Schedule 18 do not apply for the period of 21st June 2021 to 20th June 2023."

2. These amendments relate to a 24-month extension of the contract and an increase of the overall financial limit from £5,695,541.65 to £6,852,840.23 (exclusive of VAT).

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3. Please confirm in writing by signing and returning one copy of this letter, within **15 working days** of the date of signature on behalf of FCDO that you accept the variations set out herein.

4. The Contract, including any previous variation, shall remain effective and unaltered except as amended by this letter.

5. Words and expressions in this letter shall have the meanings given to them in the Contract.

Signed by an authorised signatory for and on behalf of the Secretary of State for Foreign, Commonwealth and Development Affairs	Name:
	Position:
	Signature:
	Date:
Signed by an authorised signatory for and on behalf of the Leidos Innovations UK Limited	Name:
	Signature:
	Date:

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Annex 1 to Schedule 2: Statement of Work – Opentext Software Services for Extension Period

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ANNEX 1 to SCHEDULE 2: STATEMENT OF WORK – OPENTEXT SOFTWARE SERVICES FOR EXTENSION PERIOD

Opentext Software Services

Deprecated Software

Since Leidos and FCDO first entered into a service agreement, in 2015 the OpenText software has remained on Version 10. From the end of March 2019 Version 10 of Opentext Content Server entered Sustaining Warranty as categorised by the vendor.

Deprecated Software: Mitigation Option

FCDO has the option to invest in Extended Warranty, this allows Critical (P1) fixes for a product that has entered Sustaining Maintenance.

Deprecated Software: Resolution Option

FCDO has considered a proposal from Leidos to resolve the deprecated software version through a Version Upgrade.

Opentext Upgrade Proposal Revision

Leidos will publish a revised proposal for Version Upgrade on receipt of requirements from FCDO.

Leidos last published a proposal for this option in February 2020. In the elapsed period, Leidos would now recommend an upgrade to an incremented version of Opentext Content Server, and it is further noted that there has been a contractual indexation point in the Leidos agreement since the Upgrade Proposal was published.

In addition, Leidos will include a review of security in any revised proposal. This will allow the customer to understand the changes in threat landscape since implementation and ensure that they benefit from the optimal security posture available.

Any Opentext upgrade will be undertaken on mutually agreeable terms and started within three (3) months of commencement of the contract extension. If project is not started during this period the fee for Deprecated Platform Services listed in the pricing schedule will be chargeable until the time the Opentext upgrade is completed.

Deprecated Software: FCDO Option Position

To date FCDO has taken neither the Upgrade or Extended Warranty options.

Management of Deprecated Software

In the event of service failure there is increased probability of Leidos having to manage a restore of the service, and that any restore will be expected within the scope of service. This probability grows over time while FCDO retains the Sustaining Warranty posture.

This risk was not present at the start of FCDO on [date]: Leidos agreement (2015) as the Opentext Content Server version was then categorised as within current Warranty and vendor consultancy and P1 fixes could be assumed.

Leidos has included a Deprecated Platform Services fee to ensure that FCDO has a service wrap which is able to flex to manage increasing risk of adverse incidents. Leidos' response to such circumstances will be to ensure that Leidos recovers the FCDO service on a reasonable endeavours basis. The commercial impact of this is detailed in **Error! Reference source not found.**.

In addition to the above, if the current OpenText software version is at any stage designated End of Life additional charges will be agreed with respect to exceptional incidents or threats occurring.

In the event that a service fix would necessitate an Opentext patch/software fix to Version 10, this would be supplied based on the agreement between FCDO and OpenText.