

Call-Off Terms

Date	14 th July 2016	Order Reference	IPT Proc106 DevOps Tooling Platform and Support Service
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FROM:

Customer	Home Office "Customer"
Customer's Address	Home Office, 2 Marsham Street, London SW1P 4DF
Invoice Address	Home Office Shared Service Centre HO Box 5015, Newport, Gwent, NP20 9BB United Kingdom Tel: 08450 100125 Fax 01633 581514 e-mail post-room-rescan@homeoffice.gsi.gov.uk
Principal Contact	Name: Neil Butler Address: 3rd Floor, 165 Fleet Street Phone: 0207 147 5498 e-mail: Neil.Butler@homeoffice.gsi.gov.uk
Commercial Contract	Name: Colin Allan Address 2 Marsham Street, 4 th Floor Seacole, London SW1- 4DF Tel: 07825 034023 e-mail colin.allan5@homeoffice.gsi.gov.uk

Supplier	Capgemini UK PLC "Supplier"
Supplier's Address	No.1 Forge End Woking Surrey GU21 6DB
Account Manager	Gary Van Heerden No.1 Forge End Woking Surrey GU21 6DB Phone: 07891 151095 e-mail: gary.vanheerden@capgemini.com

1. TERM
1.1 Commencement Date
This Call-Off Agreement commences on: 18 th July 2016
1.2 Expiry Date
This Call-Off Agreement shall expire on or before:
1.2.1 17th July 2018 inclusive; or

1.2.2 the second (2) anniversary of the Commencement Date; whichever is the earlier, unless terminated earlier pursuant to Clause CO-9 of the Call-Off Agreement.

1.3 Services Requirements

Background

Within the Immigration Platform Technologies (IPT) Programme, the Home Office currently operate a combined cloud provisioning and operate platform, known as EBSA, consisting of the followings major services:

- Environment Builds
- Tooling Platforms and Service Integration
- Live Operations

The Home Office intends to centralise the cloud tooling developed by IPT across the Home Office portfolio of projects to provide reduced compute costs, reduce time to develop and deploy services and to introduce consistent patterns for enterprise support teams by maximising re-use. The Live Operations element is also intended to be centralised, but is excluded from the scope of this Call-Off Agreement.

The centralised cloud tooling platform elements of EBSA, excluding the Live Operations element of EBSA, forms the DevOps Tooling Platform ("DTP"), which is the subject and scope of this Call-Off Agreement.

DTP will provide DevOps services to Home Office Technology and Business programmes such as IPT, Biometrics, DNA, NLEDS, Common Data Platform and partner departments / agencies e.g. MoD and MoJ.

Capgemini will work closely with the existing EBSA team during a 4-week to 12-week transition period at Fleet Street and Croydon to familiarise themselves with the backlogs, services, tooling, processes and documentation to ensure all knowledge transfer is completed.

1.3.1 This Order is for the G-Cloud Services outlined in section 1.3.10 below. It is acknowledged by the Parties that the volume of the G-Cloud Services utilised by Customer may vary from time to time during the course of this Call-Off Agreement, subject always to the terms of the Call-Off Agreement.

1.3.2 Within this Call-Off Agreement the following expressions have the following meaning:

Deliverable	means those documents, reports, programs or other items targeted from a Work Package and agreed in writing by the Parties
Maximum Amount	has the meaning given in Clause 6.1.5 of this Call-Off Agreement
Work Package	means a project defined in writing and agreed by the Parties prior to any work commencing

1.3.3 – In clauses 1.3.4 and 1.3.5, below:

- (i) the term "Supplier IPR Deliverables" shall mean any Deliverable in which Intellectual Property Rights subsist that pre-exist this Call-Off Agreement, are developments to such pre-existing Intellectual Property Rights, or are not created specifically for delivery in relation to the G-Cloud Services. For the avoidance of doubt, the foregoing shall (without limitation) include techniques, tools, patterns and software accelerators used and developed by the Supplier; and
- (ii) the term "Customer IPR Deliverables" shall mean those items in which Intellectual Property

Rights subsist that are created and delivered to the Customer in the course of the G-Cloud Services and that are not Supplier IPR Deliverables.

- 1.3.4 The Supplier IPR Deliverables defined in 1.3.3(i) shall be treated as Deliverables under clause 6.1(i) of the Supplier Terms for the purposes of determining ownership, and shall vest in the Supplier..
- 1.3.5 The Customer IPR Deliverables defined in 1.3.3(ii) shall fall within the definition of Customer IPR Deliverables in clause 6.1(ii) of the Supplier Terms, and shall vest in the Customer in accordance with that clause.
- 1.3.6 The minimum Security Clearance of Supplier Personnel working on the IPT service shall be Baseline Personnel Security Standard (BPSS). The minimum Security Clearance of Supplier Personnel working on the BSG service shall be Security Check (SC).
- 1.3.7 All services provided under this Call-Off Agreement will be specified in a Work Package. Work Packages are subject to this Call-Off Agreement. In the event of any conflict between this Call-Off Agreement and a Work Package, this Call-Off Agreement shall take precedence. Any changes to the scope of work shall be agreed between the Parties and documented in revised versions of the affected Work Package.

1.3.8 **Knowledge Transfer and Training**

The Supplier shall endeavour to conduct knowledge transfer and training of Authority and/or third-party personnel as appropriate, related to all aspects of its delivery of the Services. This will include, if instructed by the Customer to do so:

- Share artifacts, tools and process methodology
- Agree target audience for training
- Develop training plan and training modules
- Provide education sessions as required on Supplier-produced materials and processes
- Provide Knowledge Elicitation sessions as required: interview-based approach with Supplier experts to articulate Supplier approach and methodology, and detailed "how to" and "when to" guidance.
- Share Suppliers 'lessons learned' materials and relevant research papers
- Provide for job shadowing as required: potential for Authority resources to 'shadow' transaction preparation, transactions & transition phases
- Support planning to hand over to Authority teams involved in sourcing bundles, with tapering Supplier support

- 1.3.9 Deliverables and associated acceptance criteria will be defined for each Work Package, where applicable, and identified as such.

Acceptance Criteria

Unless otherwise defined for specific Deliverables or Work Packages, the Acceptance Criteria for the Deliverables is as specified below:

All Deliverables shall be substantially in conformance with the specifications and documentation.

Supplier shall provide clear responses to all valid queries raised by Customer within five days of delivery of Deliverables.

[Empty Box]

Acceptance Procedures

Customer shall have ten (10) Business Days following receipt of each Deliverable to confirm acceptance of the Deliverable or notify Supplier of any failure of the Deliverable to achieve acceptance. If such notice is still not forthcoming at the end of this period, the Deliverable will be deemed accepted.

Upon receipt of feedback from Customer in accordance with the foregoing paragraph, Supplier will revise the relevant Deliverables in accordance with such feedback, where such Deliverable is not substantially in conformance with its specification, and re-submit to Customer such Deliverables for Customer approval within 5 Working Days of its receipt of the revised Deliverable.

Deliverables neither accepted nor rejected by the last day of the acceptance period will be deemed accepted. Neither invoices nor payments will be subject to the above acceptance and approval process.

All Deliverables provided by Supplier in any month pursuant to this SoW will be approved or rejected by Customer as per acceptance procedures described above. Following receipt of any Deliverables from Supplier, Customer will either:

- Notify Supplier that Customer does not approve some or all of the Deliverables provided, citing specific areas of inaccuracy and / or gaps in such Deliverables and any other issues that Customer may have with respect to non-conformance of the Deliverables to specifications; or
- Approve such Deliverables by notice in writing (which may be by email).

1.3.10 G-Cloud Services

1.3.10.1 Lot1 IaaS n/a;

1.3.10.2 Lot 2 PaaS n/a

1.3.10.3 Lot 3 SaaS n/a and / or

1.3.10.4 Lot 4 7215688478116246 - Cloud Advisory Service - Cloud Assessment and Migration Factory to support and assist with the DTP. Both Parties acknowledge that the scope and number of the Deliverables identified may be amended by mutual consent over the term of this Call-Off Agreement.

Specialist G-Cloud Services

2. PRINCIPAL LOCATIONS

2.1 Principal locations where the services are being performed

Performance Location/Premises

- 165 Fleet Street, London.
- Metro Point, Croydon
- 2 Marsham Street, London
- Hendon, London
- Occasionally the supplier may need to visit the Hosting Provider Site* or Data Centre*, Secondary locations* may include Birmingham or Sheffield.

*Please see expenses policy below 6.3

3. STANDARDS

3.1 Quality Standards

All work undertaken under the Call-Off Agreement by the Supplier will be carried out in accordance with Service ID 7215688478116246 and the quality standard contained therein

All work will be undertaken by suitably qualified and sufficiently skilled resources, who will operate in accordance with the standard of good professional practice. All Supplier Staff will hold suitable and verifiable security clearance prior to commencing work delivering this service. The Customer will inform the Supplier of the individual security requirements during the course of Service delivery

3.2 Technical Standards

- Home Office Digital Strategy:
 - <https://www.gov.uk/government/publications/home-office-digital-strategy/home-office-digital-strategy>
- Home Office Technology Strategy:
 - <https://www.gov.uk/government/publications/home-office-technology-strategy/home-office-technology-strategy>
- Government Service Design Manual:
 - <https://www.gov.uk/service-manual/browse>
- HMG Security Policy Framework:
 - <https://www.gov.uk/government/publications/security-policy-framework>
- CESG Policies and Guidance:
 - <https://www.cesg.gov.uk/policyguidance/Pages/index.aspx>
- Home Office Technology Principles and Standards – Enterprise Architecture

4. ONBOARDING

4.1 On-boarding

- **HO Partnering Behaviours**

- **Balanced Scorecard**



Appendix 2 -
Balanced Scorecard

- **IPT Security Aspects Letter**



Appendix 3 - IPT
Security Aspects Lett

- **IPT Tools End user Agreement**



Appendix 4 -
20140523 IPT Tools -

- **MOU between suppliers to HO Programmes**



Appendix 5 -
Memorandum of Un

5. CUSTOMER RESPONSIBILITIES

5.1 Customer's Responsibilities

As outlined in Work Packages

5.2 Customer's equipment

As outlined in the Work Packages

6. PAYMENT

6.1 Payment profile and method of payment

Time & Materials Service Charges

The Charges payable by the Customer (excluding VAT) are set out below.

- 6.1.1. The payment method is BACS (Bankers Automated Clearance Service). The Customer shall make payment monthly in arrears by BACS after submission of a valid invoice by the Supplier.
- 6.1.2. In consideration of the provision of the Supplier's services, the Charges shall be calculated on a Time and Materials basis calculated in accordance with the rates set out in the Supplier's Standard Rate Card for Government Cloud Services for G-Cloud subject to

the maximum amount defined in the table in paragraph 6.1.5 which will not be exceeded unless authorised in writing by the Customer in advance (“**Maximum Amount**”). Pricing is based on the Service Management G-Cloud rates for the G-Cloud Services specified in paragraph 1.3.10, including those set out in 6.1.5, below.

- 6.1.3 Any work which exceeds the Maximum Amount shall be subject to a further call-off agreement and/or a contract variation to this Call-Off Agreement. The Supplier shall be under no obligation to continue work under this Call-Off Agreement when the value of the Supplier’s time and materials charges reaches the Maximum Amount.
- 6.1.5 The total T&M Charges payable by the Customer during the 24 month Term shall not exceed £19,200,000 as detailed in the indicative schedule within the Work Order.
- 6.1.6 The supplier shall provide the services, on a T&M basis, to meet the Services Requirements defined in 1.3 through the provision of suitably skilled resources. The indicative payment milestones for the first 9 months, based upon the current understanding of requirements, are outlined below and match the attached Work Order:

	Value	Date Required
Provision of services 1	£84,204	July
Provision of services 2	£222,236	August
Provision of services 3	£547,798	September
Provision of services 4	£604,278	October
Provision of services 5	£675,845	November
Provision of services 6	£678,152	December
Provision of services 7	£762,966	January
Provision of services 8	£743,525	February
Provision of services 9	£872,507	March

The costs calculated above are based on the suppliers’ published maximum GCloud rate card charges as follows:

SFIA Level	SFIA Description	Rate Card Day Rate (£)
1	Follow	416

2	Assist	509
3	Apply	585
4	Enable	728
5	Ensure/Advise	907
6	Initiate/Influence	1038
7	Set Strategy/Inspire	N/A

The Supplier will provide 1 day of effort at no charge in every 10 days of effort that each resource type named is deployed at standard rate card rates

The Supplier will deliver the first 4 weeks of transition (that period having started on 28th June 2016) at no charge for the resource listed in the table below:

Role
DevOps Architect
Senior DevOps Engineer
DevOps Engineer
DevOps Specialist
Project Manager / Scrum Master
Project Director

The Supplier will make available their ASE (Accelerated Solutions Environment), AIE (Applied Innovation Exchange) and User Research Facilities in London during the transition phase at no charge. Scheduling will be subject to availability, and as agreed by the Parties.

6.2 Invoice format

The Supplier shall issue electronic invoices Monthly in arrears. The Customer shall pay the Supplier within thirty (30) calendar days of receipt of a valid invoice, submitted in accordance with this paragraph 6.2, the Charges calculated in accordance with paragraph 6.1 above and the provisions of this Call-Off Agreement.

6.3 Expenses

- 6.2.1. The Charges are inclusive of all Supplier travel and subsistence for work conducted within the M25 motorway, or any other location nominated by the Supplier.
- 6.2.2. For work at Customer premises outside the M25, or any other location nominated by the Customer outside the M25, all reasonable expenses will be payable by the Customer. The Customer shall provide a copy of its expenses policy to the Supplier, which the Supplier shall abide by, or require agreement by the Customer in advance for any expenses that do not fall within the Customer's expenses policy.

7. DISPUTE RESOLUTION

7.1 Level of Representative to whom disputes should be escalated to:

- 7.1.1. **Supplier:**
Senior Responsible Officer – Nick James

Account lead – Gary van Heerden

7.1.2. Customer:

SRO: Jackie Keane

Programme Director: Neil Butler

7.2 Mediation Provider

Centre for Effective Dispute Resolution.

8. LIABILITY

Subject to the provisions of Clause CO 11 'Liability' of the Call-Off Agreement:

8.1 The annual aggregate liability of either Party for all defaults resulting in direct loss of or damage to the property of the other Party (including technical infrastructure, assets, equipment or IPR but excluding any loss or damage to the Customer Data or Customer Personal Data) under or in connection with this Call-Off Agreement shall in no event exceed £1million.

8.2 The annual aggregate liability for all defaults resulting in direct loss, destruction, corruption, degradation or damage to the Customer Data or the Customer Personal Data or any copy of such Customer Data, caused by the Supplier's default under or in connection with this Call-Off Agreement shall in no event exceed £1million.

8.3 The annual aggregate liability under this Call-Off Agreement of either Party for all defaults shall in no event exceed one hundred and twenty five per cent (125%) per cent of the Charges payable by the Customer to the Supplier during the Call-Off Agreement Period.

9. INSURANCE

9.1 Minimum Insurance Period

Six (6) Years following the expiration or earlier termination of this Call-Off Agreement

9.2 To comply with its obligations under this Call-Off Agreement and as a minimum, where requested by the Customer in writing the Supplier shall ensure that:

- **professional indemnity insurance** is held by the Supplier and by any agent, Sub-Contractor or consultant involved in the supply of the G-Cloud Services and that such professional indemnity insurance has a minimum limit of indemnity of one million pounds sterling (£1,000,000) for each individual claim or such higher limit as the Customer may reasonably require (and as required by Law) from time to time;
- **employers' liability insurance** with a minimum limit of five million pounds sterling (£5,000,000) or such higher minimum limit as required by Law from time to time.

10. TERMINATION

10.1 Undisputed Sums Time Period

At least ninety (90) Working Days of the date of the written notice specified in Clause CO-9.4 of the Call-Off Agreement.

10.2 Termination Without Cause

At least thirty (30) Working Days in accordance with Clause CO-9.2 of the Call-Off Agreement.

11. AUDIT AND ACCESS

11.1.1. Twelve (12) Months after the expiry of the Call-Off Agreement Period or following termination of this Call-Off Agreement.

12. PERFORMANCE OF THE SERVICES AND DELIVERABLES

12.1 Deliverables

Milestone	Deliverables	Duration	Milestone Date	Customer Responsibilities
1	<p>DISCOVERY PHASE WORK PACKAGE:</p> <p>1. Conduct a discovery activity on site at Fleet St offices in order to better understand the scope of services supplied by the existing team and the staff and skills required to continue delivery of these services beyond August 2016</p> <p>2. Within 2 weeks of discovery, produce a transition plan for IPT for agreement with the existing supplier and Home Office</p> <p>3. Within first 3 weeks of discovery and transition produce a list of missing process documentation required for an effective transition and a joint plan with the incumbent supplier to produce it before the end of transition</p> <p>4. Begin ramp up of resources matching the vacancies and skills</p>	To end August 2016	31/08/2016	<p>To task the Supplier to undertake these activities, allocating a sufficient sized team</p> <p>To provide access to all available information and necessary personnel in order to undertake the activity</p>

2.	<p>identified within discovery, full team to be in place on or before end of August 2016 unless otherwise agreed by both parties on a role by role basis</p> <p>5. On or before Friday 26th August present future roadmap and planned activities for coming 3 months (Sep, Oct, Nov) to the System Team Lead (Mat Costick) and Programme Manager (Neil Butler) including an identified backlog of project work and support personnel and agree milestones and deliverables for this period for approval</p> <p>SUBSEQUENT WORK PACKAGES:</p> <p>For each area in scope (IPT, HOB, Central HO DDaT) the supplier will agree further Work Packages in advance with the XXX governance board through the</p>	Ongoing as required for the duration of this call-off	27/06/2018	Attendance at governance boards and prompt consideration (in advance) of future Work Package proposals and plans
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12.2. The Supplier shall ensure that each version of the Implementation Plan is subject to Customer's written approval. The Supplier shall ensure that the Implementation Plan is maintained and updated on a regular basis as may be necessary to reflect the then current state of the implementation transition and/or transformation of the G-Cloud Services

12.2.1 The Customer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan

12.3 Service Levels

As per the supplier service definition, and;

The supplier will be expected to adhere to the customers programme scorecard which is subject to change from time to time



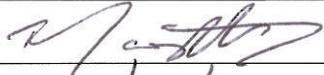
Appendix 2 -
Scorecard: Balanced Scorecard

13. COLLABORATION AGREEMENT

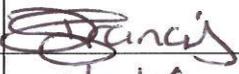
13.1.1. In accordance with Clause CO-20 of this Call-off Agreement, the Customer does not require the Supplier to enter into a Collaboration Agreement.

BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES to enter a legally binding contract with the Customer to provide the G-Cloud Services. The Parties hereby acknowledge and agree that they have read the Call-Off Terms and the Order Form and by signing below agree to be bound by the terms of this Call-Off Agreement.

For and on behalf of the Supplier:

Name and Title	PAUL MARGRETT
Position	CEO ATTS UK
Signature	
Date	14/7/2016

For and on behalf of the Customer:

Name and Title	DIANA FRANCIS
Position	Senior Commercial Manager
Signature	
Date	15/7/16

G-CLOUD SERVICES CALL-OFF TERMS

Home Office

- and -

Capgemini UK plc

relating to

the provision of G-Cloud Services.

CALL-OFF AGREEMENT TERMS AND CONDITIONS

THIS CONTRACT is made on the 14th day of July 2016

BETWEEN

- (1) Home Office of 2 Marsham Street London SW1P 4DF (the "**Customer**"); and
- (2) Capgemini UK PLC, a company registered in **United Kingdom** under company number **00943935** and whose registered office is at No.1 Forge End, Working, GU21 6DB (the "**Supplier**").

IT IS AGREED AS FOLLOWS:

CO-1 OVERRIDING PROVISIONS

CO-1.1 The Supplier agrees to supply the G-Cloud Services and any G-Cloud Additional Services in accordance with the Call-Off Terms, including Supplier's Terms as identified in Framework Schedule 1 (G-Cloud Services) and incorporated into this Call-Off Agreement.

CO-1.2 In the event of and only to the extent of any conflict or ambiguity between the Clauses of this Call-Off Agreement, the provisions of the Schedules, any document referred to in the Clauses of this Call-Off Agreement (including Supplier's Terms) and the Framework Agreement, the conflict shall be resolved in accordance with the following order of precedence:

CO-1.2.1 the Framework Agreement (excluding Framework Schedule 2);

CO-1.2.2 the Clauses of this Call-Off Agreement (excluding Supplier Terms);

CO-1.2.3 the completed Order Form;

CO-1.2.4 the Collaboration Agreement (Framework Schedule 7);

CO-1.2.5 the Supplier's Terms as set out in the Framework Schedule 1 (G-Cloud Services); and

CO-1.2.6 any other document referred to in the Clauses of this Call-Off Agreement.

CO-1.3 The Supplier acknowledges and accepts that the order of prevailing provisions in this Call-Off Agreement is as set out in Clause CO-1.2 above.

CO-2 PREVENTION OF BRIBERY AND CORRUPTION

CO-2.1 If the Supplier breaches

CO-2.1.1 Clauses FW-22.1 or FW-22.2 of the Framework Agreement; or,

CO-2.1.2 the Bribery Act 2010 in relation to the Framework Agreement