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Should you have any queries, please contact  
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DCC Framework Call-Off Contract

DCC Innovation and Growth

Call-Off Contract Ref: DCC0045

*[Bidder Note: DCC may refine this template further during the procurement process]*

This Call-Off Contract is entered into between the following parties, pursuant to the MSA entered into between them upon 1st April 2020: -

- (1) **SMART DCC LIMITED** a company registered in England and Wales under company number 8641769 whose registered office is at 30 Berners Street, London, England, W1T 3LR ("DCC");
- (2) **CAPITA IT SERVICES LIMITED** a company registered in Scotland under company number SC045439, whose registered office is Pavilion Building Ellismuir Way, Tannochside Park, Uddingston, Glasgow, G71 5PW, ("Contractor");

Capitalised terms mean the same as set out in the MSA or this Call-Off Contract.

1. Call-off Contract Terms and Conditions

The terms of the Call-Off Contract shall be as set out in the table below.

Category	Agreed Term
Start Date	1 <sup>st</sup> June, 2020
End Date	14 <sup>th</sup> August, 2020
Total Duration	11 weeks (55 days)
Extension	DCC may extend the duration of this Call-Off Contract upon not less than [4] [weeks] written notice, for a maximum period of [12] [weeks]
Services	The Contractor shall provide the Services specified in Section 2 of this Call-Off Contract
Charges	The Charges for the Services set out in this Call-Off Agreement shall be as set out in Section 3 of this Call-Off Contract
Will the Services be tested in accordance with Clause 8 of the MSA?	No
Will Service Levels and/or Service Credits apply to the Services?	No Service Levels or Service Credits are applicable

Is a Security Management Plan required pursuant to Schedule 2.5 of the MSA?	No
List out the categories of Data which either party may receive from the other.	<p>Data to be received is necessary for the performance of the contract/ delivery of the discovery phase. This is including but not limited to data in relation to:</p> <ul style="list-style-type: none"> <li>• DCC products, services and innovation</li> <li>• DCC regulatory, license and financial detail to support business case development</li> <li>• DCC current operating model and stakeholders</li> <li>• DCC technical architecture</li> </ul>
Contractor to specify the geographical locations where the Contractor will host Data pursuant to this Call-Off Contract.	Data will be stored on internal (Capita intranet) Microsoft SharePoint sites
List Contractor Background IPR to be used as part of the Services and the party so using.	<p>Background IPR including but not limited to:</p> <ul style="list-style-type: none"> <li>• Vertical Markets insight</li> <li>• Product Creation methodology</li> <li>• Business Case Development methodology</li> </ul>
List Bespoke IPR to be developed as part of the Services.	<ul style="list-style-type: none"> <li>• New Products GTM Strategy</li> <li>• DCC bespoke products and services</li> </ul>
List any DCC Background IPR to be used as part of the Services.	<ul style="list-style-type: none"> <li>• DCC products, services and innovation</li> <li>• DCC regulatory, license and financial detail to support business case development</li> <li>• DCC current operating model and stakeholders</li> <li>• DCC technical architecture]</li> </ul>
List of any third parties who may be entitled under the Contracts (Rights of Third Parties) Act 1999	None
<b>Processing of Personal Data</b>	
Nature and purpose of Processing.	Data to be received is necessary for the performance of the contract and delivery of the Business Plan and Investment Case development

<p><b>List out the categories of Personal Data which are to be Processed by the Contractor on behalf of the DCC.</b></p>	<p>This is including but not limited to data in relation to:</p> <ul style="list-style-type: none"> <li>• DCC products, services and innovation</li> <li>• DCC regulatory, license and financial detail to support business case development</li> <li>• DCC current operating model and stakeholders</li> <li>• DCC technical architecture</li> </ul>
<p><b>Categories of Data Subjects.</b></p>	<ul style="list-style-type: none"> <li>• Current personnel</li> <li>• Directors</li> <li>• Consumers / DCC customers</li> <li>• Prospects</li> <li>• - DCC system end-users</li> </ul>
<p><b>Duration of Personal Data Processing</b></p>	<p><b>11 weeks</b></p>

## 2. Description of Services

### 2.1 In Scope

A strategy document to be reviewed by the DCC Board, comprising of a Business Plan and supporting Investment Case that allows for the creation of an Innovation and Growth (I&G) function including:

- Identified early proof points of success for an I&G business, including the foundational building blocks needed to deliver revenue across a 3-year roadmap
- An actionable roadmap of qualified opportunities to be subsequently monetised with a stakeholder strategy, and how this contributes to the 3, 5 and 10 year plan
- A set of options on how the I&G Function can be structured and an outline of the key skills, talent and resources needed to foster an entrepreneurial, agile, 'fail-fast' culture
- Clear financial analysis with supporting governance and KPIs that can be used to give shareholders confidence of an acceptable ROI

### 2.2 Deliverables

- A Business Plan document, in Microsoft Word with a supporting PowerPoint deck summarizing key points, with the following deliverables:
  - Executive Summary
  - Introduction
  - Context & DCC – Today
  - The Target & DCC – Future
  - The Commercial Opportunity
  - Building the Foundation for I&G and Beyond
  - The Business Structure for DCC I&G
  - Action required from the Board
  - Appendices
- An Investment Case, split across the following deliverables:
  - Financial Breakdown (3/5/10 years) – Microsoft Excel document
  - Investment Analysis for Shareholders – Microsoft PowerPoint document
  - Risks for DCC & Mitigation – Microsoft PowerPoint document

### 2.3 Out of Scope

The following activities and documents are out of scope of the deliverable

- The actual development of proposed value propositions
- A technical development plan to create the proposed value propositions
- The recruitment of resource required for the DCC I&G Function

### 2.4 Tasks for DCC

Key DCC Stakeholders are to support the investigation work, including participating in workshops and interviews that the Contractor schedules (once agreed, with DCC Stakeholders)

Specific Items we require the DCC to execute as part of this SOW

## 2.5 Assumptions

The following are general assumptions made

- All documentation will be provided in electronic form, unless otherwise expressly agreed by the parties
- DCC stakeholders will be available for interviews and workshops during the time they agree to
- The project scope will not change once stakeholders have signed off on the deliverables structure document

## 2.6 Risks

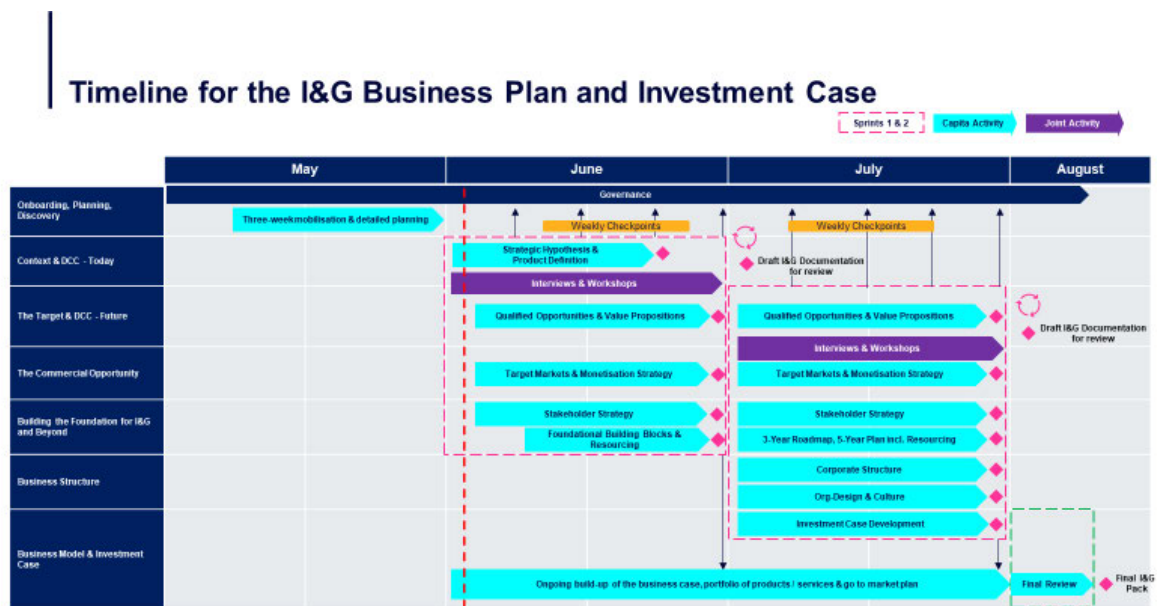
- DCC stakeholders are unable to attend or support Contractor investigation work, due to unplanned circumstances

## 2.7 Dependencies

2.7.1. Delivery of DCC Tasks identified above

## 2.8 Timescales

- The project will follow a 2-phased sprint approach throughout execution, with timescales for detailed in the below diagram



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## 3. Details of Charges

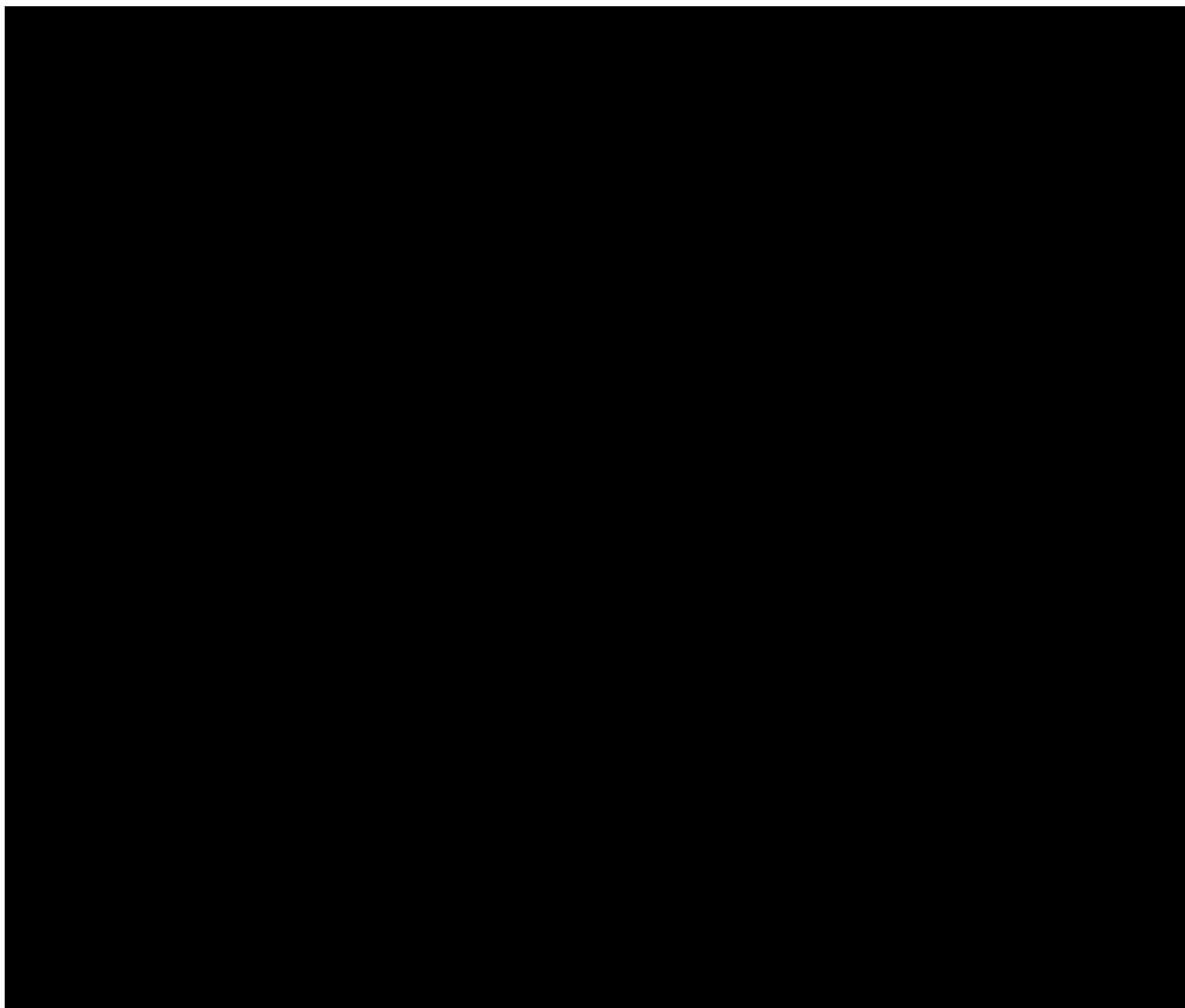
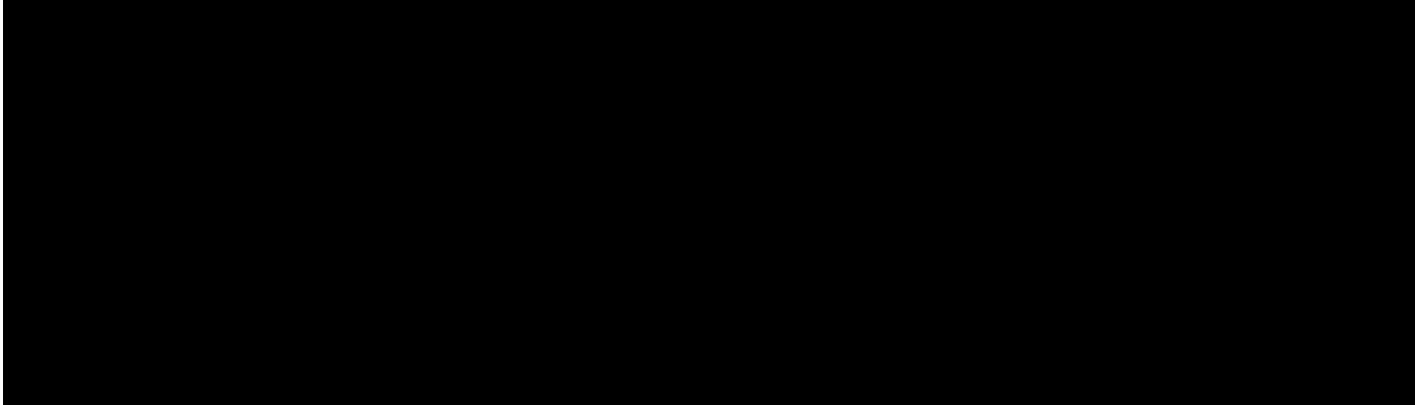
### 3.1 Commercial Approach

3.1.1. [REDACTED] with all works carried out within normal Monday to Friday daytime working hours with the exception tasks delivered under Change Control, which will be provided out-of-hours.

3.1.2. Pricing is based on the Capita contractual day rates, all pricing will be subject to indexation (RPI)

3.1.3. If for any reason DCC should alter the scope of the deliverables after Technology Solutions has provided costs, Technology Solutions reserves the right to amend the costs provided to account for any such changes.

3.1.4. A core team of 3 people lined up to work on this project, with support from 2 members of the Capita Consulting Leadership team:



## **4. Service Levels, KPIs and Service Credits**

### 4.1 Introduction

- 4.1.1. The Contractor shall perform the Services in accordance with the Service Levels and KPIs set out in this Call-Off Contract.
- 4.1.2. The overarching principle is for the Contractor to deliver the Services in a manner that will minimise business impact, with Contractor being obliged to deliver their Services in a manner that will prevent the occurrence of Incidents.

### 4.2 Performance of the Services in accordance with the Service Levels

- 4.2.1. The Contractor shall perform the Services in accordance with the Service Levels and KPIs and shall conduct all measurements necessary to monitor and calculate the Service Levels and KPIs and maintain an audit trail to evidence its calculations.

### 4.3 Service Level and KPI Monitoring

- 4.3.1. Contractor will continuously monitor the Contractor Solution in order to identify, and report upon its performance against the Service Levels and KPIs.
- 4.3.2. Where Service Levels or KPIs are missed the Contractor shall take corrective action to ensure that the Contractor is capable of meeting or exceeding the Service Levels or KPIs required under the terms of this Call-Off Contract.
- 4.3.3. The Contractor will give notice to the DCC immediately if the Contractor knows that it has failed or will fail to achieve a Service Level or a KPI.

### 4.4 Missed Service Levels

- 4.4.1. The delivery of the Services by the Contractor in compliance with the Service Levels and KPIs is important to the DCC.
- 4.4.2. It is the responsibility of the Contractor (where the Service Levels or KPIs of an individual Incident, change or otherwise has been missed) to ensure that focus remains on the activity in question and for the Contractor to resolve the activity in the most timely manner in order to keep the impact of the failure to a minimum.
- 4.4.3. Details of missed Service Levels and KPIs will be tracked by the Contractor and accurate records kept of the actual resolution and/or delivery time and details shall be included in the appropriate performance report for discussion between the DCC and the Contractor.

### 4.5 Review of Service Levels and Service Credits

4.5.1. DCC reserves the right to introduce new Service Levels or adjust existing ones or convert KPIs into Service Levels or convert Service Levels into KPIs, provided any such introduction or adjustment does not increase the Contractor's total overall liability for Service Credits. Where the DCC wishes to do so this will be implemented in accordance with clause 15 and Schedule 8.2 (Change Control).

#### 4.6 Service Measurement and Reporting

4.6.1. The Contractor shall implement, where practicable, objective measurement techniques to calculate the Service Levels and KPIs. Where the Contractor is unable to implement such objective measurement techniques, then the Contractor shall:

- (a) implement appropriate controls to remove elements of subjectivity,
- (b) ensure the results calculated through alternative techniques are independently checked for validity, accuracy and consistency, and
- (c) proactively conduct reviews of non-objective measurement techniques to establish if they can be replaced by objective measurement techniques.

4.6.2. The Contractor will measure all data reasonably required by the terms of this Call-Off Contract to determine Contractor's performance of the Service Levels against the applicable Service Levels and KPIs.

4.6.3. On or before the fifth Working Day of each calendar month or as otherwise requested by the DCC, the Contractor will deliver to the DCC a monthly performance report in a form and format agreed to by the Parties.

#### 4.7 Calculation of Service Levels

4.7.1. In general Service Levels shall be calculated monthly (or over the specified Measurement Interval) by establishing the total number of failed Service Levels or KPIs and dividing these by the total population relevant to the Service Level or the time to deliver the product related to the Service Level.

4.7.2. [The actual method of measurement, formulae, measurement intervals, reporting periods and measurement tools/source Data for each of the Service Levels and KPIs will be agreed by the Parties and documented.]

#### 4.8 Scope of Service Levels and KPIs

4.8.1. The Service Levels and KPIs are applicable to the Contractor Solution.

Applicable Service Levels

#### 4.9 ***To be added as per specific Call-off where Service Measures and Credits apply***

##### **Service Credits**

4.10 Service Levels are subject to Service Credits. Key Performance Indicators are not subject to Service Credits.

4.11 If, in any month, the Contractor fails to achieve the Service Level for any Service Measure specified in this Call-Off Contract, then such failure shall constitute a "**Service Failure**".

4.12 The Parties acknowledge and agree that the total proportion of the monthly Charges "at risk" in relation to the accrual of Service Credits in respect of each month shall be limited to the relevant percentage charge reduction in Table 4.13 (and that, accordingly, the maximum Service Credits payable by the Contractor in respect of any month shall not exceed the applicable percentage reduction of the monthly Charges set out in Table 4.13. If there is more



than one Service Failure in respect different Service Measures in a month, then the highest applicable percentage charge reduction will apply for that month).

- 4.13 The Service Credits payable by the Contractor for each Service Failure (in respect of each month and all Service Measures) shall be calculated by reference to the percentage charge deduction as detailed in Table 4.13 below, where: -

4.13.1. "Service Failure 1" shall mean the occurrence of a Service Failure

4.13.2. "Service Failure 2" shall mean the occurrence of a second Service Failure in the month immediately following the month in which Service Failure 1 occurred (whether in respect of the same or a different Service Measure as Service Failure 1)

4.13.3. "Repeat Service Failure" shall mean the occurrence of a third or any subsequent Service Failure in the month immediately following the month in which Service Failure 2 occurred or occurring in any consecutive month thereafter (whether in respect of the same of a different Service Measure as Service Failure 1 or 2)

For the avoidance of doubt, the regime for Service Credits and Service Failures will reset and continue to apply for all subsequent months following any individual month in which no Service Failures occur.



**Table 4.13**

- 4.14 The Service Credits applicable to each Service Failure and payable by the Contractor in respect of each month shall be calculated in accordance with the following formula:

$$SC = (SSC * SF)$$

where:

SC means the total Service Credits payable by the Contractor to the DCC in respect of the relevant month (in pounds sterling);

SSC means the monthly Charge for the Service

SF means the applicable percentage charge deduction as per Table 4.13 above.

- 4.15 The DCC shall notify the Contractor of the amount of all Service Credits it has calculated are payable by the Contractor in respect of each month no later than ten (10) Working Days after receipt of the Contractor's monthly performance report under clause 4.6.3. The total Service Credits payable, however, shall not exceed the limits specified in clause 4.13 above.
- 4.16 Subject to any adjustment of the amount of Service Credits payable by the Contractor in respect of any month, the Contractor shall provide a credit note for an amount equal to the Service Credits payable by the Contractor to the DCC no later than thirty (30) days after the end of the month in which the Service Credits have accrued (or have been agreed between the Parties). To the extent that such Service Credits cannot be credited against a Contractor's invoice, the DCC will be entitled to be paid any such Service Credits rather than receive a

credit note. The Parties may agree to defer application of any credit note for Service Credits against future invoices from the Contractor and/or Service Earn-backs.

#### **Earn-backs**

- 4.17 If the Contractor accrues Service Credits in respect of any month, but in each of the following three (3) consecutive months the Contractor meets or exceeds the Service Levels for all Service Measures (in such circumstances the month in which the Service Credits accrue being the "**Earn-back Month**"), then the Contractor shall be entitled to an earn-back of the Service Credits paid in accordance with paragraph 4.18 below ("**Service Earn-back**").
- 4.18 In the circumstances described in paragraph 4.17, the Contractor shall be entitled to earn back an amount equal to the Service Credits agreed and paid or credited for the final Earn-back Month (but not any earlier Earn-back Months). For example, if there was a Service Failure 1 for a Service Measure in January and a Service Failure 2 in February, then the Contractor may request earn back of the Service Credits paid for February after three (3) consecutive months (i.e. March to May) of achieving/exceeding the Service Levels for all Service Measures, but there would be no earn back opportunity for the Service Credits accrued for January.
- 4.19 Within thirty (30) days of the end of each month, the DCC shall calculate the amount of Service Earn-backs that have accrued over the month and shall notify the Contractor of the amount of Service Earn-backs payable by the DCC in relation to that month. The Contractor may invoice the DCC for this amount in accordance with Schedule 7.1 (Charges and Payment) or may agree with the DCC to set-off any such Service Earn-backs against any accrued but unpaid Service Credits.

#### **General**

- 4.20 Nothing in this clause 4 is intended to affect the DCC's ability to seek damages from the Contractor, or pursue any other remedy available to the DCC under this Call-Off Contract or otherwise, in respect of any breach by the Contractor of any of its other obligations under this Call-Off Contract which is related to a Service Failure.
- 4.21 Notwithstanding paragraph 4.20 above, the Contractor's liability to pay, and the DCC's right to deduct, any Service Credits shall be without prejudice to the other rights or remedies of the DCC, whether under this Call-Off Contract or otherwise (provided that this clause 4.21 is not intended to permit the DCC to obtain "double recovery" of the same loss by virtue of the receipt of Service Credits and other damages from the Contractor).

### **5. Governance**

- 5.1 Service Levels are only applicable during the operative hours of the service desk stated in this Schedule. Any Support Requests that arrive outside of these times will be carried forward to the next working day.
- 5.2 If the Contractor misses Service Level for Incidents as per the non-conformance limits defined above, then the Contractor Solution would be deemed to be in non-conformance and will be dealt with in accordance with the Agreement.
- 5.3 The adherence to Service Levels by the Contractor in connection with the Support Service may depend upon on DCC's compliance with relevant obligations in this Agreement. Where that is the case and DCC fails to perform its obligations and/or fails to cooperate in a prompt manner to resolve any issues impacting performance ("DCC Failure"), and providing there is no overriding Contractor fault, the Contractor shall be entitled to proportionate relief from Service Credits in relation to the DCC Failure.

### **6. Reports and Documents**

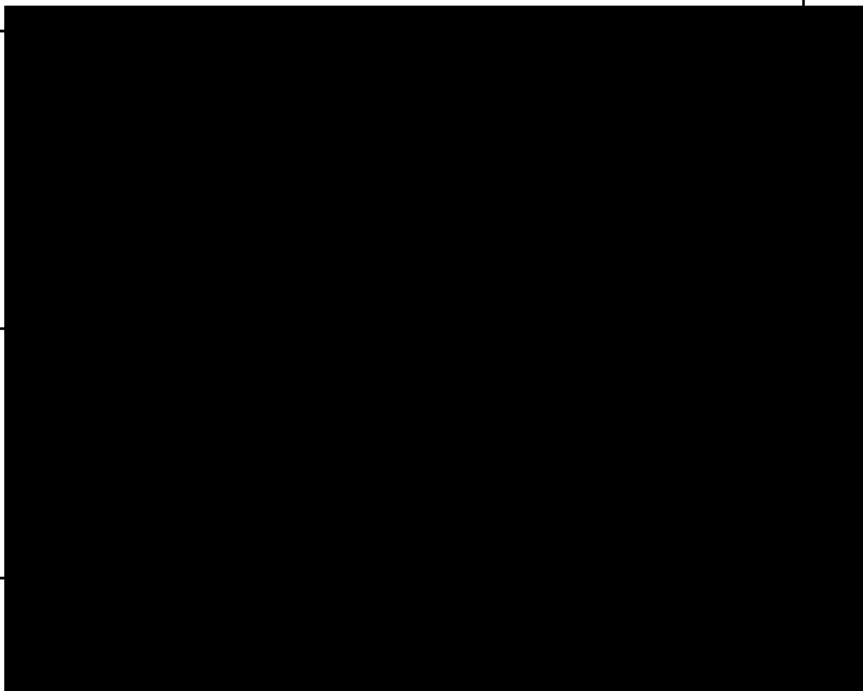
6.1 The Contractor will supply accurate reports pursuant to the Services. The set of reports are:

Ref	Report	Frequency
1	Dashboard and Weekly Performance Reports	Weekly
2	Monthly Performance Reports	Monthly

**7. Special Terms**

To be added as required

**8. Approvals**

Approval to Engage	
In signing the below DCC agree to the engagement of the work items listed above under the terms of the Master Services Agreement	
For and on behalf of CAPITA IT Services Limited:	
For and on behalf of Smart DCC Limited:	