



igned 28 Feb 13

SC-1

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First Specific Contract

**Implementing the
FRAMEWORK CONTRACT**

**between
Capgemini Nederland B.V.
and
Europol**

Tender Reference: D/C2/1132/2

OJ EU Reference: 2012/S 25-039707

FIXED PRICE

Phase 1

Europol's initials:

Contractor's initials:

The European Police Office (hereinafter referred to as "Europol"), located at Eisenhowerlaan 73, 2517 KK, The Hague, [P.O. Box 90850, 2509 LW The Hague] The Netherlands, represented for the purpose of the signature of this Contract by [REDACTED]

of the one part,

and

Capgemini Nederland B.V. Private Limited Liability Company, KVK registration number 30067608 with its registered address Papendorpseweg 100, 3528 BJ Utrecht, (P.O. Box 2575, 3500 GN Utrecht), The Netherlands [VAT registration number NL0012.25.741.B01] (hereinafter referred to as "the Contractor"), represented for the purpose of the signature of this Contract by [REDACTED]

of the other part,

HAVE AGREED

for the implementation of Framework Contract No LA-CO-639380 for the provision of a new platform for the Europol Analysis System (EAS) signed between the parties on 7 December 2012 (hereinafter "Framework Contract"),

Article 1

Subject

1. The subject of the First Specific Contract (SC-1) is the provision of *Services* within Phase 1 of the implementation of a new platform for the EAS by the Contractor to Europol, as specified in the Framework Contract, including its Annexes and as further described below.

The parties' agreement is as follows:

(i) Updated Implementation Plan:

In accordance with Article I-11 of the Framework Contract, the parties have further detailed and described the implementation of Phase 1 by updating the Implementation Plan and its appendices submitted by the Contractor together with its tender and attached at Annex II to the Framework Contract. Such *updated Implementation Plan* [together with the updated appendices] is attached as Annex I to this SC-1. Phase 1 may be referred to as Release 1 in the attached *updated Implementation Plan* and documentation originating from Contractor.

Page 2 of 14

LA-CO-639380 Capgemini Nederland BV Framework Contract for the provision of a new platform for the Europol Analysis System
LA-CO-652437- SC-1 First Specific Contract

Europol's initials:

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(ii) Scope of the SC-1:

By reference to the Tender Specifications at Annex I to the Framework Contract and the Contractor's Tender at Annex II thereto, within the scope of this SC-1 shall be the following *Services*:

- the services and/or delivery of functionalities as required by Europol within Phase 1 at Annex I to the Framework Contract, with the exception of integration with the [REDACTED] (letter g) which has been moved by mutual agreement of the parties to Phase 2. Such services and/or functionalities are listed in Annex II, at "Pricing Scenario's", *Overall costs for implementation* table for Phase 1 and described in the "Technical Offer, Annex A - Compliance Matrix";
- the following services and/or functionalities which were initially listed at Phase 2 within the Tender Specifications and Contractor's Tender:



- other services and /or functionalities as agreed by the parties, deriving from the *Europol Technical Compliance Matrix* at Annex I to the Framework Contract and offered by the Contractor. The identification numbers of the requirements can be found in the payment schedule at Article 4 below:



(iii) Customisations and IPR:

As specified in Article I-21 (5) of the Framework Contract, Europol acquires ownership of all custom developed parts of the *Solution* and any IP associated with such customisation, including *Documentation* created and/or developed under this SC -1. Such customisations shall not be considered as COTS derivative work.

The source code for customisations together with the release notes, *Documentation* and numbered versions of software shall be handed over to Europol in accordance with Article I-21 (5) (c). As also specified therein, such handover is a requirement for payment of

Page 3 of 14

LA-CO-639380 Capgemini Nederland BV Framework Contract for the provision of a new platform for the Europol Analysis System
LA-CO-652437- SC-1 First Specific Contract

Europol's initials:

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Services involving customisations. Reference is hereby made to Appendix A in the *updated Implementation Plan* at Annex I to this SC-1. For avoidance of doubt, "customisation" and "configuration" shall be as defined at page 44 of the Tender Specifications (Annex I to the Framework Contract).

(iv) Assignment of rights to Palantir Technologies Inc. (hereinafter Palantir):

With reference to Article I-21 (5 (ii)) of the Framework Contract and without prejudice to point (iii) above, for the purpose of increasing the *Solution's* maintainability, Europol wishes to assign to Palantir its rights for the following custom developed integration interfaces (hereinafter "*Integration interfaces*") as listed:

- Integration with [REDACTED]
- Integration with [REDACTED] and [REDACTED]
- Integration with [REDACTED]

Provided that Europol is in possession of the *Integration interfaces* which are created as part of the *Services* by the Contractor, [REDACTED]

[REDACTED]

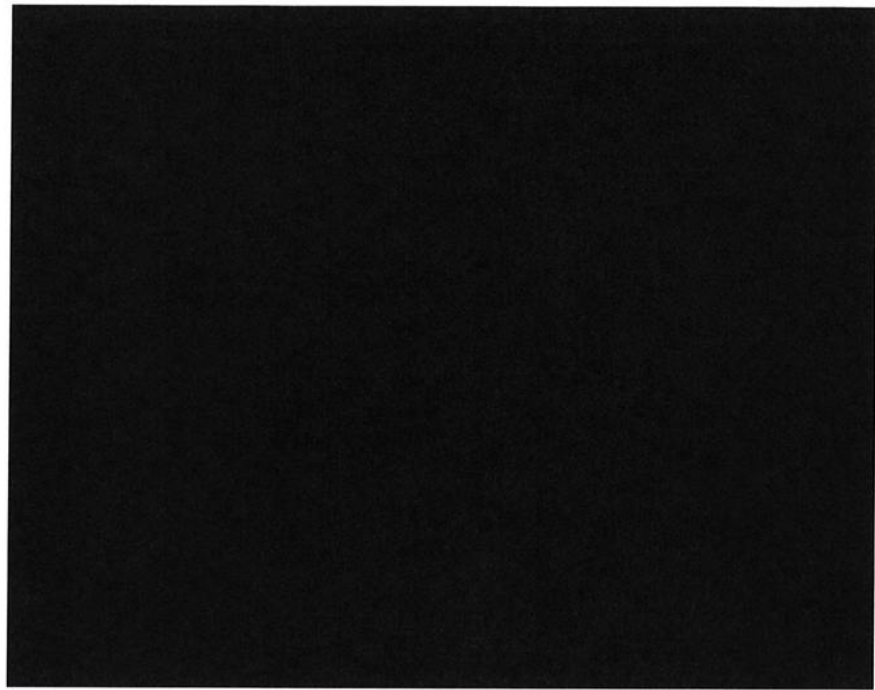
[REDACTED]

The assignment shall be made on the condition that:

[REDACTED]

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Contractor's initials:



A copy of such assignment will be sent by Europol to the sub-contractor for counter-signature after the *Acceptance* of this SC-1.

2. The parties acknowledge that Europol will provide the Contractor with third-party software as required only for the performance of their *Services* under this SC-1 on non-production environment and exclusively on Europol machines. The Contractor acknowledges and agrees that third-party licensing terms are applicable to all such software provided by Europol to the Contractor. Europol will inform the Contractor and its Personnel with regard to the applicable software license terms and conditions at the time each license is provided. In performance of the *Services*, the Contractor is bound by the third party licensing terms in the same manner as Europol and must respect at all times the limitations of the licenses provided.

In no event shall Europol be liable for any of the Contractor's actions and conduct with respect to third-party software, such as but not limited to use, work on, operation, handling and/or manipulation of the third party software in a way that is not conform to the third-party licensing conditions. The Contractor shall indemnify Europol for any third parties' claims in the matter of infringement of their intellectual property rights. The indemnification shall cover defence, legal costs and damages to the third-party as included in a final judgment against Europol.

3. The Contractor agrees on the terms set out in the Framework Contract and in this SC-1 and its Annexes which form an integral part of it, to perform the services as specified in the Framework Contract and/or at Annex I ("Tender Specifications").

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4. Once signed by the parties, this SC-1 shall be governed by the Framework Contract. This Specific Contract does not amend the provisions of the aforementioned Framework Contract.

Annexes to this Specific Contract do not amend the Specific Contract itself. In case of contradiction between this Specific Contract and any Annex, the stipulations of the Specific Contract shall prevail over those mentioned in the relevant Annex.

Article 2

Duration and location

1. This SC-1 shall enter into force at the Contract Date of the Specific Contract and shall be valid until 28 February 2014.
2. The duration of the SC-1 may be extended for 3 calendar months beyond the date stipulated at paragraph (1) above only with the express written agreement of the parties before such period elapses by means of a written amendment to this Specific Contract. Services may not be executed later than six (6) months after the expiry of the Framework Contract.
3. The parties agree that *Services* under this SC-1 shall be performed mainly at Europol's Premises. For *Services* to be performed off-site, the Contractor must inform Europol in advance and request prior authorisation if necessary in accordance with the provisions of Article I-22 of the Framework Contract. In performing *Services* off-site Europol's Premises, the Contractor is bound by Article I-22 (4) of the Framework Contract.

Article 3

Performance of Services

1. The *Services* to be performed by the Contractor under this SC-1 shall be organised in accordance with the *updated Implementation Plan* at Annex I to SC-1. The *updated Implementation Plan* details the provision of *Services* and delivery of the *Solution* within this Phase 1 from a project management perspective.
2. The Contractor's work shall be split into 3 sub-phases, as follows:
 - Sub-phase 1: Project start-up, duration 6 weeks starting immediately after the Contract date of the SC-1. This sub-phase includes training of Europol staff (project team) with respect to the *Software* and its use, as stipulated in the Contractor's Tender at Annex II to the Framework Contract and the *updated Implementation Plan*;
 - Sub-phase 2: Implementation work, which is further split up in 6 sprints with a duration of 5 weeks each. The deliverables and their distribution within this sub-phase are as listed in

the table at Article 4 below and appendix A of the *updated Implementation Plan*;

- Sub-phase 3: Project closing phase, which includes the *Operational Acceptance* of the *Solution*, migration of data from the current Europol EAS to the *Solution* and roll-out (go-live in the ICT production environment). The deliverables of this sub-phase shall be as specified at point 3.3.3 of the *updated Implementation Plan*.
3. The parties acknowledge that at its point 7, the *updated Implementation Plan* contains a "Change Control" procedure. The parties agree to use such procedure and the Contractor's templates, only insofar this is in line with the provisions of the overarching Framework Contract and this SC-1. All such changes must be recorded in writing. As specified at Article I-11 of the Framework Contract, changes that result in [direct or indirect] financial consequences for Europol must be recorded in a written addendum to the SC-1.
 4. In accordance with Article I-7 (4) of the Framework Contract, the names of the Contractor's Personnel who will perform *Services* under this SC-1 are listed below:

Name	Project Role
	Architect
	Technical Project Lead
	Consultant
	Consultant
	Consultant
	Consultant
	Consultant
	Consultant
	Consultant
	Consultant
	Consultant
	Consultant
	Consultant
	Consultant
	Test Consultant
Engagement Manager	

Article 4

Price(s) and payment(s)

1. In return for the satisfactory provision of the *Services* under this SC-1, Europol undertakes to pay the Contractor a total amount of EUR [REDACTED] excl. VAT. This amount covers all expenditure incurred by the Contractor in performing this SC-1. No other amounts or reimbursements shall be paid to the Contractor.

Page 7 of 14

LA-CO-639380 Capgemini Nederland BV Framework Contract for the provision of a new platform for the Europol Analysis System
 LA-CO-652437- SC-1 First Specific Contract

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2. Payment of the total amount under this SC-1 shall be made in accordance with the provisions of Article I-5 (5) of the Framework Contract, after *Acceptance* of deliverables by Europol and in accordance with the payment schedule below.

The payment schedule is based upon the Contractor's financial offer at Annex II to the Framework Contract (pages F6 to F9) and takes into account the functionalities to be delivered and/or actions to be performed by the Contractor in accordance with the *updated Implementation Plan*. The payment schedule does not replace the completed pricing sheet as offered by the Contractor. Article I-4(4) of the Framework Contract is unaffected by this SC-1.

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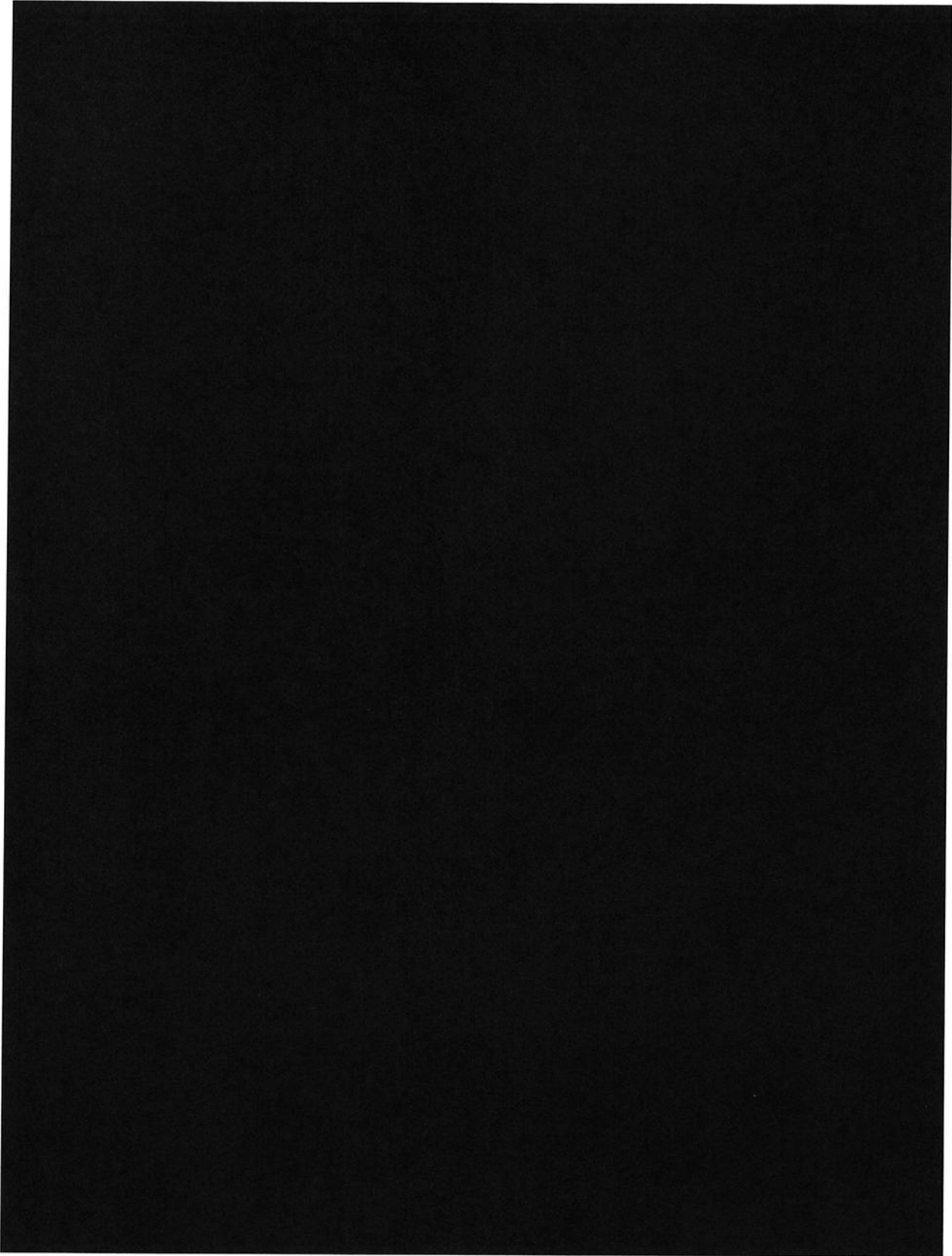
- a. Grey indicates a line item as contained in the Contractor's financial offer (Contractor's Tender, Annex II of the Framework Contract);
- b. Green indicates a line item that was initially listed as Phase 2 in the Contractor's financial offer; and
- c. Yellow indicates functionalities and/or actions agreed in the *updated Implementation Plan*.

Phase 1



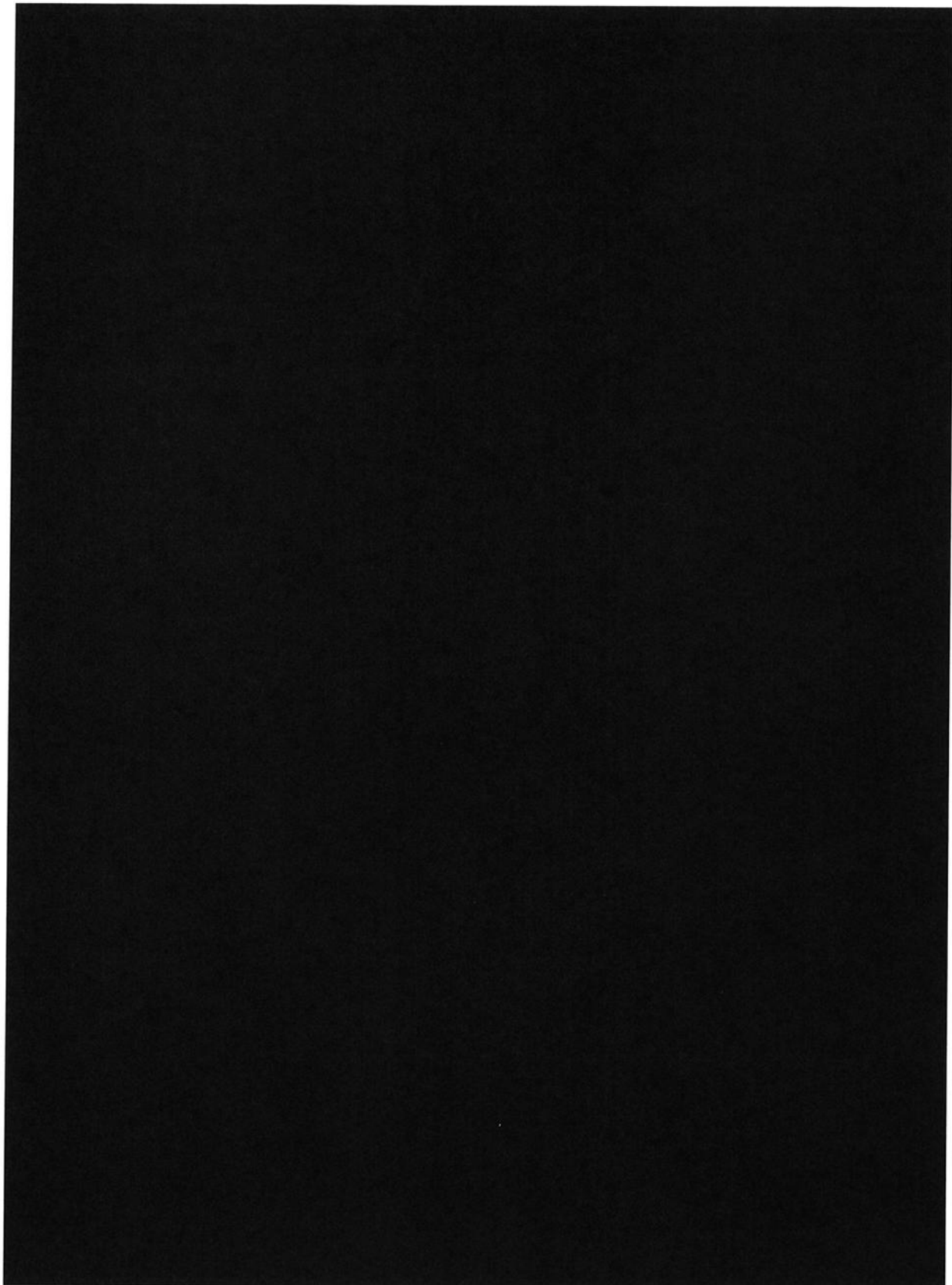
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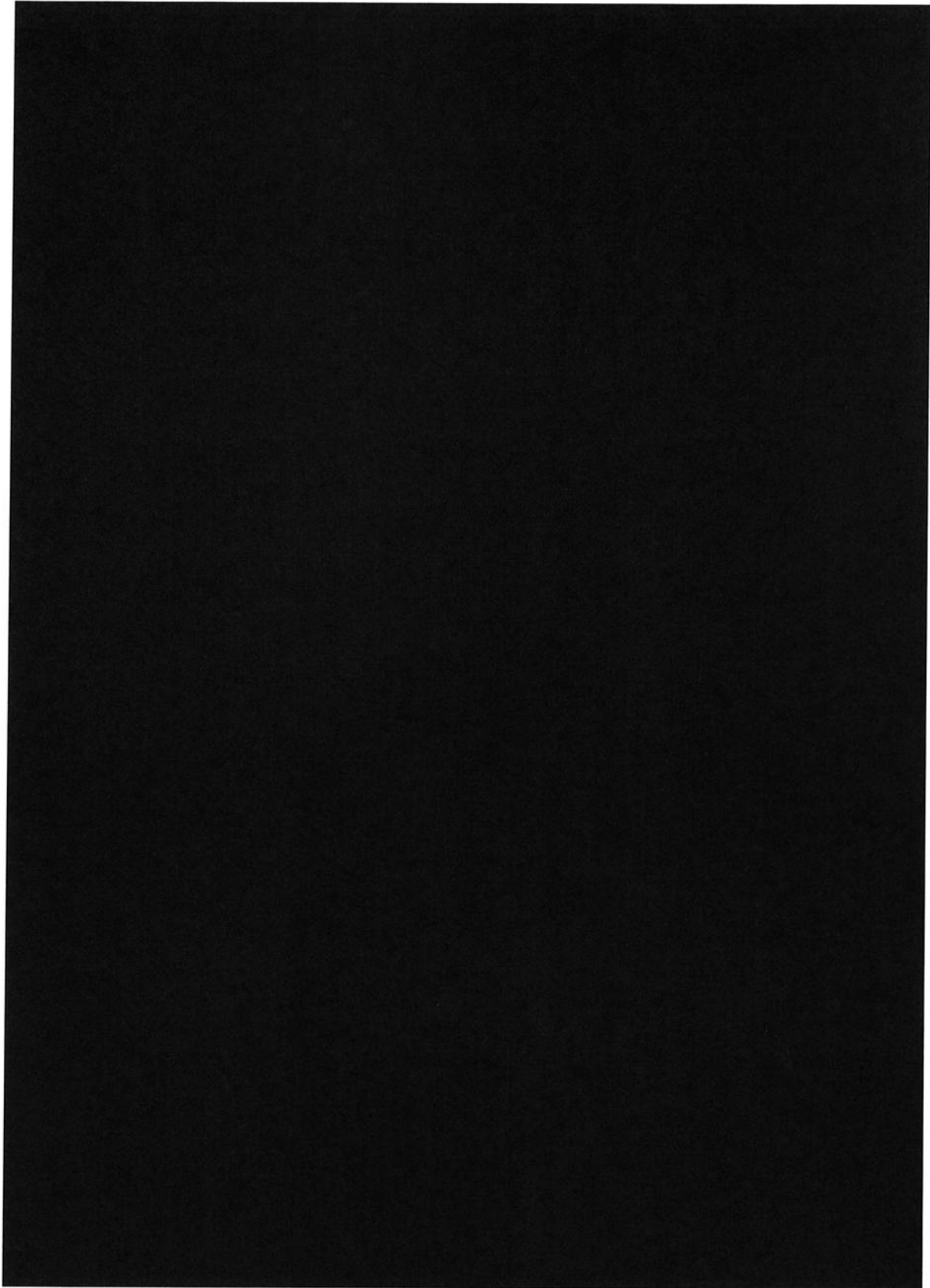
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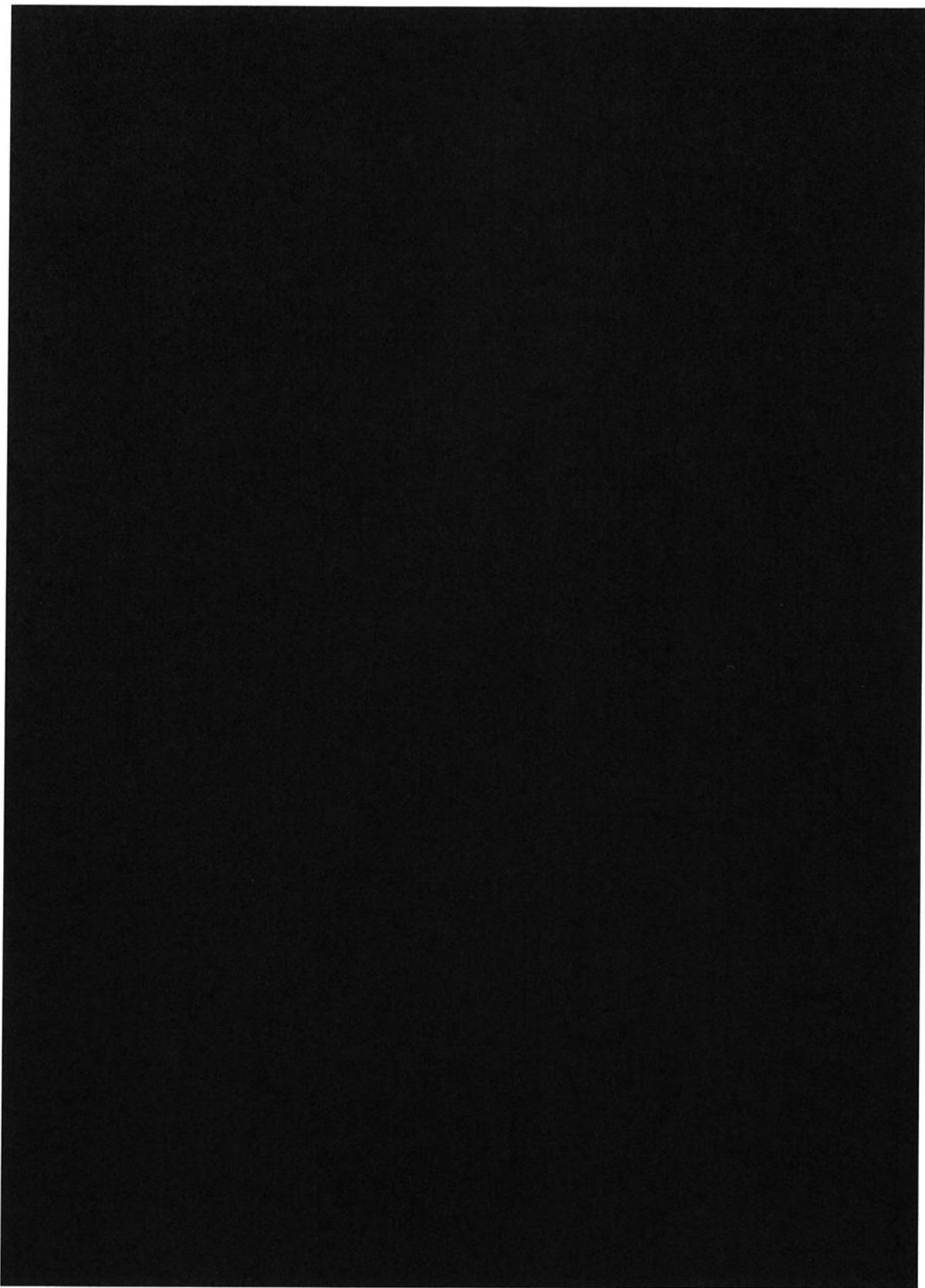
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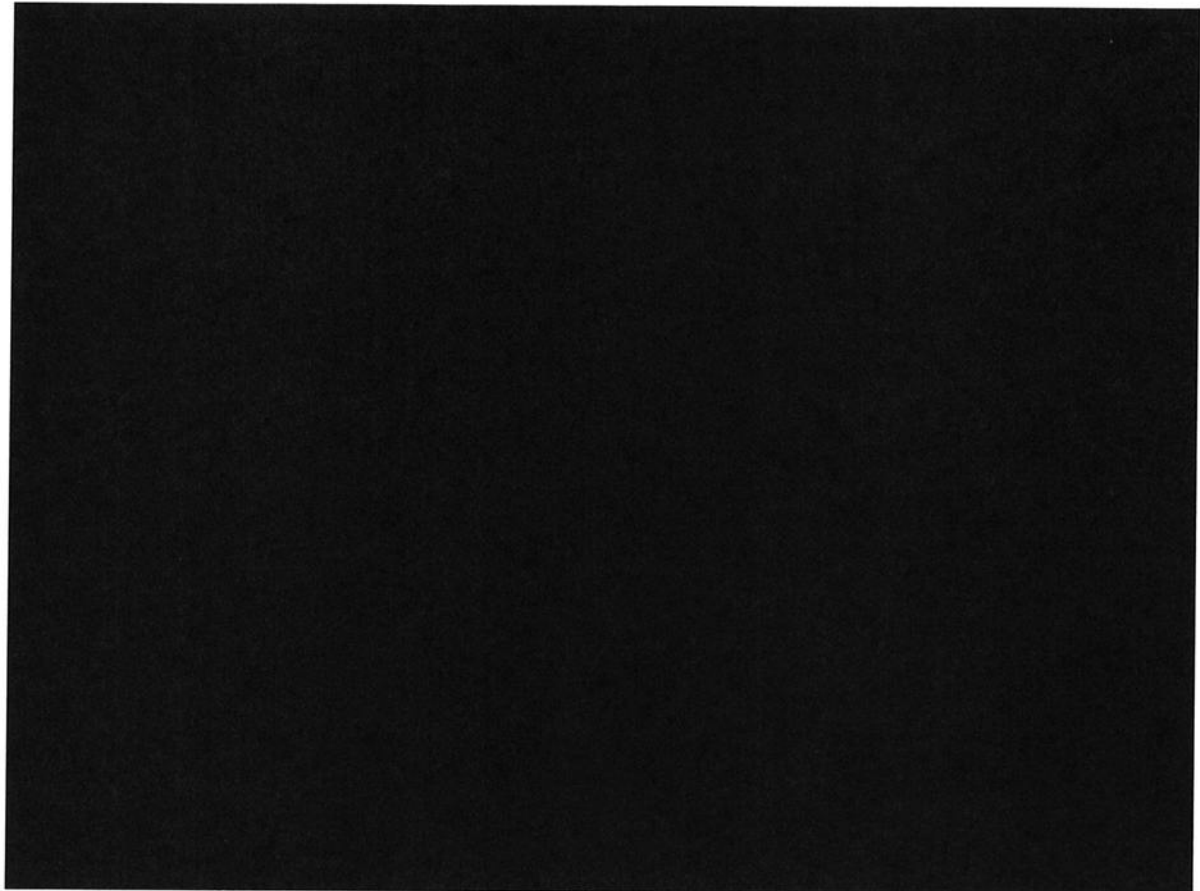
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Contractor's initials:



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Contractor's initials:



3. Payment shall be made to the Contractor's account as referred to in Article I-8 ("Bank Account") of the Framework Contract.

Article 5

Sub-contracting

In accordance with Article I-2 (4) and the permission granted by Europol, part of *Services* under this SC-1 may be performed by **Palantir Technologies Inc.** under the responsibility of the Contractor.

Article 6

Administrative provisions

As specified at Article I-9 of the Framework Contract.

Page 13 of 14

LA-CO-639380 Capgemini Nederland BV Framework Contract for the provision
of a new platform for the Europol Analysis System
LA-CO-652437- SC-1 First Specific Contract

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Article 7
Annexes

Annex I: *Updated Implementation Plan* and its Appendixes A-E.

For the Contractor:

For Europol:



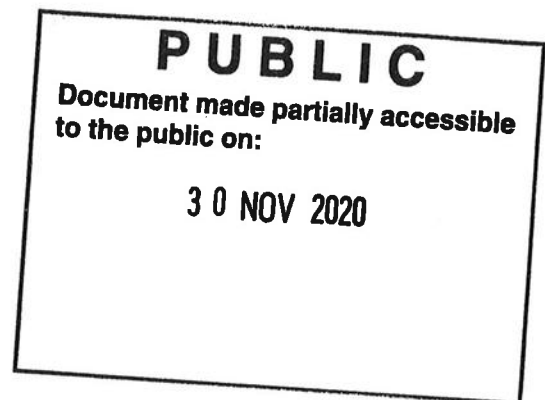
signature_____

signature_____

Done at The Hague, on_____

Done at The Hague, on_____

In duplicate in English



Europol's initials:

Contractor's initials: