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| --- | --- | --- |
| |  |  | | --- | --- | | |  | | --- | |  | | |

**CALL-OFF** **AGREEMENT**

**[****SQR1003830] Call-Off Agreement**

**Order No.** **[**1003830**]**

1. On or about 17th December 2018, the Customer and the Supplier entered into a contract (the **"Agreement"**) which permits the Customer to purchase any of the Available Services from the Supplier in accordance with the Call-Off Procedure.
2. In accordance with the Call-Off Procedure, the Customer has decided to enter into this Call-Off Agreement with the Supplier for the provision of the Services in accordance with and subject to the terms and conditions of the Standard Terms as amended and supplemented by this Call-Off Agreement.
3. In this Call-Off Agreement, unless the context otherwise requires, capitalised words shall have the meanings set out in Schedule 1 (Definitions).

**Table of Appendices**

1 (Services)

2 (Charges for the Services)

3 (Implementation)

**Section 1: Customer Details**

Call-Off Agreement Reference: Parties

|  |  |  |
| --- | --- | --- |
|  | **Customer** | *Digital & IT Strategy* |
|  | **Address** | *Reservoir Woods, 40 Sylvan Road, Waltham, MA, 02541 USA* |

The Service Recipients for the purpose of this Call-Off Agreement are:

|  |  |  |
| --- | --- | --- |
|  | **Service Recipients** | **National Grid USA Service Company, Inc.** |

**Section 2: Call-Off Agreement Particulars**

|  |  |  |
| --- | --- | --- |
|  | **[Specific Business Requirements]** | *National Grid wishes to engage Capgemini to assess the current customer data domain to be able to provide a high-level logical model, conceptual model, data remediation scope, and ROM cost in support to achieve targeted data management objectives. The assessment will serve to build a data remediation roadmap. This will be accomplished through a phased approach of 1) evaluation of existing customer service architecture and assessment materials, validate critical information and identify any gaps via stakeholder interviews, 2) future or “aspirational” state recommendations and 3) customer data transformation roadmap to include scoping effort to remediate data and provide a ROM Cost.* |
|  | **Customer Responsibilities** | The service specific Customer Responsibilities which the Customer shall perform are set out at Appendix 4 (Customer Responsibilities) to this Call-Off Agreement. |

**Section 3: Personnel and Governance**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Customer Representative** | **Name** | *Charles Zentay and Orla Daly* |
| **Address** | *Reservoir Woods, 40 Sylvan Road, Waltham, MA, 02541 USA* |
| **Telephone No.** | *(646) 489-5125* |
| **Email** | [*Charles.Zentay@nationalgrid.com*](mailto:Charles.Zentay@nationalgrid.com)[*Orla.Daly@nationalgrid.com*](mailto:Orla.Daly@nationalgrid.com) |
|  | **Supplier Representative** | **Name** | *Eric Jacobs* |
| **Address** | *79 5th Ave., New York, NY 10003* |
| **Telephone No.** | *(781) 690-4430* |
| **Email** | [*Eric.Jacobs@capgemini.com*](mailto:Eric.Jacobs@capgemini.com) |

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Customer Notice** | **Name** | *Daniel Wood* |
| **Address** | *National Grid House, Gallows Hill, Warwick, CV34 6DA* |
| **Email** | [*Daniel.Wood@nationalgrid.com*](mailto:Daniel.Wood@nationalgrid.com) |
|  | **Supplier Notice** | **Name** | *Eric Jacobs* |
| **Address** | *79 5th Ave., New York, NY 10003* |
| **Email** | *Eric.Jacobs@capgemini.com* |

**Section 4: Services**

4.1 The Services are set out in Appendix 1 (Services) to this Call-Off Agreement.

**Section 5: Implementation**

The Outline Implementation Plan is set out in Appendix 3 (Implementation) to this Call-Off Agreement.

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Customer Project Manager(s)** | *Niraja Somiah*  *Reservoir Woods, 40 Sylvan Road, Waltham, MA, 02541 USA*  [*Niraja.Somiah@nationalgrid.com*](mailto:Niraja.Somiah@nationalgrid.com)  *(201) 724-6395* | |
|  | **Supplier's Project Manager** | **Name** | *Melanie Brown* |
| **Address** | *5051 Westheimer Rd #1800, Houston, TX 77056* |
| **Telephone No.** | *(832) 250-7944* |
| **Email** | [*Melanie.Brown@capgemini.com*](mailto:Melanie.Brown@capgemini.com) |

**Section 6: Charges**

The Charges for the Services are set out in Appendix 2 (Charges for the Services) to this Call-Off Agreement.

|  |  |  |
| --- | --- | --- |
|  | **Invoice Address(es)** | *National Grid invoicing terms apply* |

**Section 7: Insurance**

|  |  |
| --- | --- |
|  | **Required Insurances** |
|  | *[Guidance Note: The Insurances which the Supplier shall be required to take out and maintain, or procure the taking out and maintenance of.]* |

**Section 8: Special Conditions**

The following provisions are 'special conditions' which shall, in the event of any conflict, take precedence over any other provisions of the Call-Off Agreement.

|  |  |
| --- | --- |
|  | **Special Conditions** |
|  | The provisions of Clause 33.1(b) shall be amended to read as follows:-  33.1 The Customer may terminate this Agreement by issuing a Termination Notice to the Supplier:  (b) for convenience on the date set out in the Termination Notice, which shall be no less than thirty (30) days from the date of issue of the Termination Notice;  *[Guidance Note 1: if the special condition is an amendment to an existing provision of the Call-Off Agreement it should be expressed in one of three ways: (a) by citing the old text which is to be amended or deleted and citing the new text which amends or replaces the old text; (b) by using track changes to show proposed insertions and deletions; or (c) where there are material changes proposed to a number of provisions, by citing that part of the Call-Off Agreement to be replaced and appending the replacement part to the Call-Off Agreement.*  *Examples*  *A. Clause 36.4(a):*  *Old Text: Delete "£10 million" after the words "shall in no event exceed".*  *New Text: Insert "£15 million" in place of the deleted text.*  *B. Clause 36.4(a): "* *the Supplier's aggregate liability in respect of loss of or damage to the Customer Premises or other property or assets of the Customer (including technical infrastructure, assets or equipment but excluding any loss or damage to the Customer's Data or any other data) that is caused by Defaults of the Supplier occurring in each and any Contract Year shall in no event exceed £10 million £15 million).*  *C. Schedule 3.1 (Charges and Invoicing): "Schedule 3.1 (Charges and Invoicing) to the Standard Terms shall be deleted and replaced by a schedule of the same name which is set out at Annex 1 to this Call-Off Agreement. "]*  *[ Guidance Note 2: parties to consider:-*  *ownership of specially written software, applicable delivery deadlines and relevant Implementation Plan, any associated payment milestones applicable to agreed delivery milestones and associated Delay Payments, impact on the liability regime, whether any staff are affected, the relevant Testing required and associated Performance Levels and any Service Credits, any refinement to the standard 12 month Warranty Period and the extent to which the Work Package affects Customer Data and/or Personal Data]* |
|  |  |

**Section 9: Formation of Call-Off Agreement**

The execution of this Call-Off Agreement by the Supplier and the Customer shall create a valid and legally binding contract comprising the Standard Terms as amended and supplemented by this Call-Off Agreement.

SIGNED for and on behalf of the Customer:

|  |  |
| --- | --- |
| **Signature** |  |
| **Print Name** |  |
| **Title** |  |
| **Date** |  |

SIGNED for and on behalf of the Supplier:

|  |  |
| --- | --- |
| **Signature** |  |
| **Print Name** | *Randy Cozzens* |
| **Title** | *EVP* |
| **Date** | *22.06.20* |

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**ANNEX 1: (Services)**

**[Drafting Note: This Appendix will be reviewed once the Service Catalogue has been completed.]**

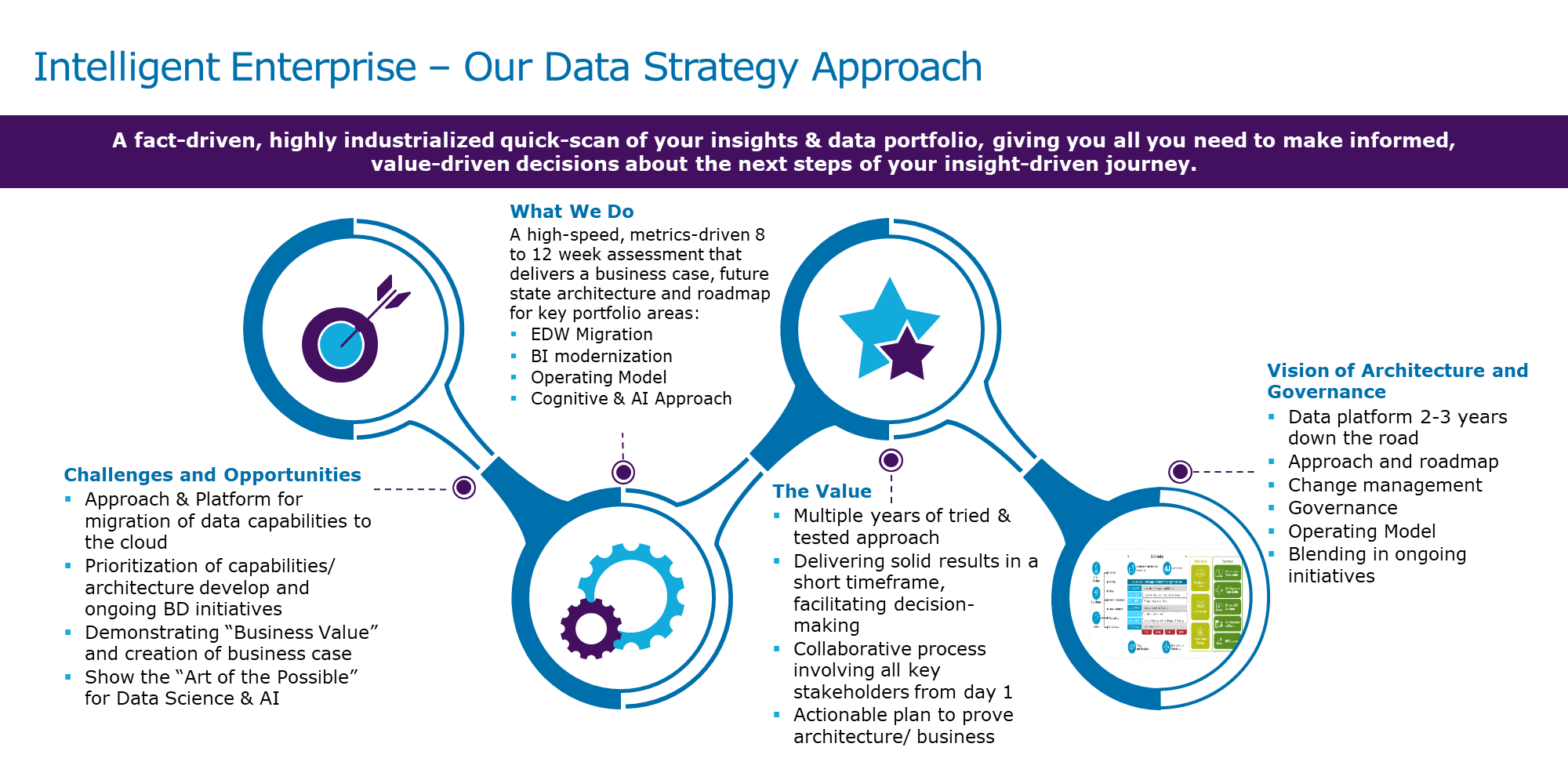
|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Service** |  | **Recipient** | **Service Period** |  |
| **Unique Reference Number** | **Services** |  | **Service Start Date** | **Service End Date** |
| *[Guidance Note:*  *insert Unique*  *Reference Number*  *for each of the Core*  *Services which the*  *Customer wishes to*  *order from the*  *Supplier]* | *Data Domain Remediation Transformation Assessment* | *Customer Service* | *22.06.20* | *10.08.20* |

Scope of Work

Data Management Key Focus Areas

* People and Culture: Abandon tool therapy as the first line of defense, concentrate on people, culture and data literacy first. Tooling does not solve data fitness, siloed activities, embedded complexity, undue bureaucracies or SME dependencies.
* Trust: Shift focus away from spreadsheets, tools and technology to fostering trust in and use of data.
* Governance: Establish and maintain governing standards to gain control and sustain data streams by leveraging quality assurance and preserving data accuracy, completeness, reliability, relevance, and timeliness.
* Process: Shape processes and frameworks to enable efficiencies and data integration across the enterprise.
* Accuracy: Ensure business data is accurate, available, relevant and current for both internal and external consumers, and that information across systems of record are consistent and reliable as a responsibility to the enterprise adhering to legal/regulatory compliance and protecting the reputation of the organization.
* Capabilities: Ensure organizational competencies and capabilities sufficiently meet demands to support current and targeted operational models, and promising technologies for broad-based data assets across the enterprise to deliver overarching strategic objectives.
* Managed: Transform the way data is managed to reduce operational drag, increase accurate information flow and access to provide relevant insights so that effort and investments deliver faster solutions and greater business value.

Assessment Approach



* Capgemini recognizes that each client is different and has unique challenges; as a result, our assessments are tailored to the client and not a one-size-fits-all strategy. We will tailor the Intelligent Enterprise engagement to be focused on National Grid’s specific requirements with a strong emphasis on building strategic analytic solutions that drive material business value. Capgemini’s Intelligent Enterprise (IE) strategy provides governance of the over-arching framework to enable enterprise-wide, intelligent decision-making and enable insights to be generated from all data and information assets.
* IE allows organizations like the National Grid, to move from a physical to a digital business and delivers the ‘nuts and bolts’ to turn data into actionable insights with a well-defined process and people organization that supports simple decisioning as well as automated actions. We provide a wholistic approach with state-of-the-art architectures and accelerators to design, build, deploy and run analytical solutions for at-scale deployments.
* The initial phase of our Intelligent Enterprise approach addresses program orientation, set-up and establishes the initial strategy for future phases. Capgemini will work collaboratively with National Grid to build out scalable strategic technology direction that aligns to the overall business vision and objectives.

Services will provide a phased assessment approach not to exceed 8-weeks to complete: 1) evaluation of existing customer service architecture and assessment materials, validate critical information and identify any gaps via stakeholder interviews, 2) future or “aspirational” state recommendations and 3) customer data transformation roadmap to include scoping effort to remediate data and provide a ROM Cost (Work Products and Deliverables details in ANNEX 3, Implementation Plan).

**ANNEX 2: (Charges for the Services)**

**[Drafting Note: This Schedule will be completed with reference to Schedule** 7.1 **(*Charges and Invoicing*).]**

*[Guidance Note; Insert details of the Charges payable by the Customer and its Service Recipients]*

MSA

**Charges and Invoicing**

The Services (including deliverables) under this SOW will be performed **under Innovation Funds on a fixed-fee** basis for $67,122 (excluding expenses) and will be payable per the below schedule:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Milestone #** | **Phase** | **\* Anticipated Invoice Date** | **Anticipated Invoice Amount (USD$)** | **Acceptance Criteria** |
| 1 | Mobilization/Kickoff, Material Review | 6/22/2020 | $27,129 | The Customer Project Manager's acceptance of the Deliverables described in this Call-Off Agreement. |
| 2 | Current State Assessment | 7/31/2020 | $13,564 |
| 3 | Future State, Effort Scoping and ROM Cost | 8/10/2020 | $27,129 |
| Project Labor Cost (Fixed Rate) | | | $67,822 |
| Project Expenses (actual incurred, monthly basis) | | | $0.00 | Payment will be made upon the Customer Project Manager's approval in accordance with this Call-Off Agreement |
| Total Project Cost (not-to-exceed) | | | $67,822 | |

**Resource Staffing Table**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Resource | Skill ID | Skill Description | Role | Min. work related experience (years) | No. Resources | # Days | US: Onsite USD/Day Rate | Resource Cost |
| Robert Griswold | ADAM  42-P | Information/Data Management, Decision Support, Remediation | Strategy Lead - MDM, Data Architect / Governance | 15+ | 1 | 47 | $1,256.00 | $59,032.00 |
| Robert Robinson | GMC | Organization and Operating Model | Utility Domain Consultant | 20+ | 1 | 3 | $2,930.00 | $8,790.00 |
| Total |  |  |  |  |  |  |  | $67,822.00 |

**ANNEX 3 (Outline Implementation Plan)**

**Outline Implementation Plan**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Milestone** | **Deliverables (bulleted list showing all Deliverables (and associated tasks) required for each Milestone)** | **Duration (Working Days)** | **Milestone Date** | **Link to ATP/CPP** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

**Epics, Features, Work Products and Deliverables**

During the project the Capgemini delivery team will create multiple artifacts. Deliverables are a tangible object that requires formal review and will be identified in the Agile Plan. A work product is a tangible object (document or code) produced by the project team which does not require formal review but are inputs to the final deliverables and may be managed in Agile backlog user stories. The project will require current state assessment, future state blueprint and transformation building blocks.

Project Management and Acceptance

During the project the Capgemini delivery team will create artifacts to define the scope, approach and costs of the data transformation journey for the Customer Domain. Deliverables are a tangible object that requires formal review and will be identified User Stories with clear acceptance criteria. A work product is a tangible object (document or code) produced by the project team which does not necessarily require formal review but are inputs to the final deliverables and may be an identified sub-task as a unit of work.

The National Grid and Capgemini Agile project team will work collaboratively with Scrum focused on delivering maximum value against the business priorities in the time and budget allowed.

The key components are:

* Establish Epic(s), Features and Objectives will be submitted to create a backlog and setup up a new Scrum board in Jira.
* User stories (USs) and tasks will be created from the backlog.
* There will be only one Product Owner and Scrum Master.
* There will be only one User Story Owner per User Story (USs).
* USs will include agreed upon acceptance criteria during backlog creation and prior to Sprint launch.
* Units of work and deliverables will move through stages of Ready, In-progress, Completed, Accepted and Done.
* Users will be responsible for completing USs and tasks within the Sprint on time based on estimated story points and Sprint timeline.
* Users will be responsible for scheduling acceptance sessions. Once a USs is accepted and moved to “Done” status, the deliverable is considered accepted.
* Project will be managed in Jira and all artifacts stored in Confluence.
* In order to avoid delays in the schedule, Deliverables not reviewed and accepted based on agreed upon criteria within Sprint timeline will be prioritized immediately with National Grid & Capgemini Program Managers. All National Grid’s feedback needs to be addressed and deliverables updated and sent back to National Grid for review and acceptance within 3 business days after receipt.

**Work Products**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Milestone** | **Epic** | **Feature** | **WP#** | **Work Product** |
| **1** | **Establish a minimal viable customer data domain remediation transformation roadmap and ROM Cost** | Assess and expand current state materials, challenges and gaps. | WP#1 | Present Project Objectives for client approval |
| WP#2 | Produce a summary of customer service data domain themes, pain points, and gaps |
| WP#3 | Create Current State Assessment (Business) to address themes, pain points, and gaps |
| WP#4 | Create Current State Assessment (Technical) to address themes, pain points, and gaps |
| WP#5 | Create a process flow outlining Customer Journey through key touchpoints, systems and people |
| WP#6 | Create Assessment of Customer Data Maturity to assist in defining current state |
| WP#7 | Build out High Level Data Profile to give view of data quality and remediation efforts |
| **2** | Design high-level customer data domain future state. | WP#8 | Build recommendations to address Current State Issues and Gaps |
| WP#9 | Document prioritization of use cases to deliver business benefits |
| WP#10 | Create approach to address gaps in the current state of the Customer Journey |
| WP#11 | Document of prioritization of Customer Data Maturity improvements to apply to the Roadmap |
| WP#12 | A document of Customer Domain Governance Model and Process Recommendations to streamline business processes |
| **3** | Develop a data remediation blueprint to produce a minimal viable HLDD logical model, scoping of effort and ROM cost. | WP#13 | Create a catalog of quick wins and long-term benefits to prioritize project initiatives and outline immediate ROI |

**Deliverables**

| **Milestone** | **EPIC** | **Feature** | **DL#** | **Deliverable (Description)** | **Acceptance Criteria** |
| --- | --- | --- | --- | --- | --- |
| **1** | **Establish a minimal viable customer data domain remediation transformation roadmap and ROM Cost** | Assess and expand current state materials, challenges and gaps. | DL#01 | Customer service data domain stakeholder interview and validation summaries | Summaries will include: data domain themes, pain points, gaps, quotes and notes |
| **2** | Design high-level customer data domain future state. | DL#02 | Conceptual Data Models | Logical model for processes 8-10 key touchpoint systems to assess data maturity |
| DL#03 | Conceptual Customer Governance, Process and Data Models | Governance, process and data models that will be applied to National Grid business environment |
| DL#04 | Conceptual Customer Architecture | Conceptual reference technical architecture that will be applied to National Grid business environment |
| **3** | Develop a data remediation blueprint to produce a minimal viable HLDD logical model, scoping of effort and ROM cost. | DL#05 | Implementation Plan and Next Steps | A high-level view of a 18 to 24-month project catalogue and quick wins recommendations for immediate business impact |
| DL#06 | HL Scoping level of data remediation effort | HL scoping to produce a minimal viable effort to remediate data within targeted environment |
| DL#07 | HL Resource Plan | HL resource plan to provide an estimation of role types and skills required to implement proposed remediation plan |
| DL#08 | ROM Cost to achieve "North Star" | Rough order of magnitude effort estimates to achieve targeted business objectives for customer data domain remediation |

**Deliverables RACI Matrix**

The terms used in the below RACI table have the following meanings:

R: RESPONSIBLE

Takes primary responsibility for the quality, completeness and punctuality of the assigned task. The party with the “R” responsible role produces the main activity deliverables and obtains approval.

r: RESPONSIBLE

Party(ies) with secondary responsibility for performing the activity/creating the Deliverable or Client Output. These party(ies) will be expected to create part of the Deliverable or action under the direction of the party with “R” responsibility in the RACI Table or may assist with the activity or task.

A: ACCOUNTABLE

Validate or confirms the task results; Approval Sign off, if applicable. The party having the "A" role may also assign approval responsibility to the appropriate resources.

C: CONSULT

Provides Expertise, so that correct advice is given to drive an appropriate decision / solution.

I: INFORM

Is informed about the task content and uses the information to correctly synchronize activities under their responsibility.

The following table defines responsibility and accountability between the various parties and organizational groups involved in delivery:

|  |  |  |
| --- | --- | --- |
| Engagement/Project Management Activities | National Grid | Service Provider |
| Establish Capgemini team; mobilize and manage resources | C,I | A, R |
| Establish National Grid team | A,R | C, I |
| Confirm stakeholder involvement | A,R | C,I |
| Identify risks and mitigation strategies | A,C,I | R |
| Create Product Backlog | A,C,I | R |
| Conduct Backlog Refinement and Sprint Grooming | A,r,C,I | R |
| Conduct Daily Stand-ups | A | R |
| Accept User Stories and task deliverables | A,R | r,I |
| Conduct Sprint Review | A | R |
| Conduct Sprint Retrospective | A,r | R |

|  |  |  |
| --- | --- | --- |
| Deliverables | National Grid | Service Provider |
| PowerPoint Presentations and/or PDF formats will be used as a deliverable readout and formal documentation | A, C, I | R |
| Gather and establish business, functional & technical requirements | A,C,I | R |
| Design and build data transformation journey, scope and costing structure | A, C, I | R |

Proposed Assessment Timeline

It is estimated that the Services specified in this SOW will require a total of 8 business weeks to perform. The anticipated start date for the Services is to occur during June 2020 and commence for (8) weeks.



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