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30 NOV 2020

**Fifth Specific Contract  
(SC-5)**

**implementing the**

**FRAMEWORK CONTRACT FOR THE PROVISION OF A NEW  
PLATFORM FOR THE EUROPOL ANALYSIS SYSTEM**

**between**

**Capgemini Nederland BV**

**and**

**Europol**

**Tender Reference: D/C2/1132/2**

**OJ EU Reference: 2012/S 25-039707**

**Time & Means**

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for the Europol Analysis System  
LA-CO-830265 - SC-5

Europol's initials:  
Contractor's initials:



**The European Police Office** (hereinafter referred to as "Europol"), located currently at Eisenhowerlaan 73, 2517 KK The Hague, the Netherlands, represented for the purpose of the signature of this Contract by

[REDACTED]  
of the one part,

and

**Cappgemini Nederland B.V.** Private Limited Liability Company, KVK registration number 30067608 with its registered address at Reykjavikplein 1, 3543 KA 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]

[REDACTED]  
of the other part,

#### **CONSIDERING**

- The Framework Contract for the provision of a new platform for the Europol Analysis System (EAS) concluded between the parties on 7 December 2012 (hereinafter referred to as "the Contract") as amended by the First Addendum concluded by the parties on 15 May 2013 (LA-CO-666788);

#### **HAVE AGREED**

##### *Article 1*

##### *Subject*

1. This Specific Contract is based on the Contractor's Offer in Annex II, provided in response to Europol's request of 4 May 2016. Once signed by the parties, the Specific Contract shall be governed by the Contract. This Specific Contract does not amend the provisions of the Contract.
2. The subject of this Specific Contract is the provision of up to 250 days of time and means support by Product Specialists during two phases which are more fully described in Annex I:
  - a. **Phase 1 (100 days)**: Preparation, deployment of EAS for the pilot group and support after the go-live; and
  - b. **Phase 2 (150 days)**: Preparation and deployment of EAS across Europol and support after the go-live.
3. The Contractor agrees, on the terms set out in the Contract and in this Specific Contract and its Annex(-es), which form an integral part of it, to perform the services as specified in this Specific Contract.

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4. The parties hereby acknowledge and agree that nothing shall limit Europol's ability to communicate with the Contractor's subcontractor, referred to in Article 5, directly with regards to matters in the ordinary course of business or as regards any other matter on which Europol wishes to communicate with this subcontractor directly.

#### Article 2

##### *Duration and location*

1. This Specific Contract shall enter into force on the date it is duly signed by both parties and shall end on 31 March 2017 (inclusive). The starting date of the execution of the services is agreed as 18 May 2016 provided that the Specific Contract is signed by both parties by that date.
2. The period of execution of the services beyond the date stipulated at paragraph (1) above may be extended only with the express written agreement of the parties before such period elapses by means of an amendment to this Specific Contract.
3. If the number of Working Days agreed has not been fully taken up, Europol shall not be obliged to either to use or to pay for the days not worked and the Contractor shall not be entitled to claim damages for them.
4. The services shall be performed on Europol's Premises with the possibility for approved offsite work provided that it falls within the parameters authorised in Article 3 below or is approved in advance in writing by the Europol Project Manager.

#### Article 3

##### *Performance*

1. *Contractor's Personnel* working hours under this Specific Contract must be recorded in timesheets in the formats contained at Annex III. Europol shall be entitled to require the use of both formats however the intention is that electronic timesheets are standard and paper-based timesheets shall be exceptional (e.g. if required for offsite work prior to being entered into the electronic system). Where both electronic and paper *Timesheets* formats are required, data entered in the electronic *Timesheets* must be identical to data recorded on the paper *Timesheets*. *Timesheets* shall be completed by each *Consultant* separately on the format(s) indicated by Europol. Any absence of *Consultants* must be announced by the Contractor to Europol immediately. Travel time *to* and *from* the location where the *Services* will be performed is not working time.

*Timesheets* must be verified and approved by Europol on a monthly basis. At the end of the calendar month and for the purpose of submitting a request for payment to Europol in accordance with Article I-5 ("*Payment periods*") of the

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Contract, the *Consultant* must forward the relevant monthly *Timesheet* for verification to the Contractor and for approval to Europol. Europol shall verify for consistency the *Timesheets* of each Consultant and will confirm the total number of Working Days performed. In case of inconsistency in the number of Working Days performed by the Consultant as registered in the *Consultant's Timesheet* and as registered by Europol, the information as registered by Europol shall prevail.

2. The services under this Specific Contract may be performed by the following members of Contractor's Personnel:



(to Contractor's present knowledge, available from earliest July 2016)

Neither party rules out the possibility of adding additional Contractor's Personnel at a later stage, by agreement.

3. Services shall be performed between 8:00 and 19:00 hours. One day is consisting of 8 hours in accordance with the definition of Working Days. The parties acknowledge the following as regards **scheduling and location** of the time and means:
  - a. the Framework Contract establishes that full time work is (40 hours per week) based on 8 hour/day in accordance with the definition of Working Days;
  - b. the time dedication shall be agreed to allow blocks of 2 weeks to be scheduled at least 2 weeks in advance (this 2 weeks is waived for the first block of two weeks)
  - c. the time dedication shall be agreed between Europol and the Contractor, or between Europol and the Contractor's sub-contractor referred to in Article 5 if it pertains to this sub-contractor's Personnel ;
  - d. such scheduling may foresee full time and/or part time dedication and unless clearly marked otherwise in writing by Europol, shall be onsite;
  - e. such scheduling is not required to schedule work for all named Contractor's Personnel for every 2 week block;
  - f. In addition to any off-site work scheduled under sub-paragraph c above, up to 0.5 days per week (4 hours) may be worked offsite by prior written agreement of the Europol Project Manager;
  - g. In addition to any time scheduled in excess of 8 hours per day, an excess of 2 hours may be worked up to five separate times per



month with the prior written agreement of the Europol Project Manager

- h. Timesheets evidencing off-site work and overtime must contain, in addition to the recorded hours, an explanation of the tasks/services completed in sufficient detail for Europol to be able to verify the tasks/services performed and the consultant's dedication.
4. Any overtime authorised under this Specific Contract is invoiced at the rate applicable for regular working hours or days.
5. In accordance with the provisions of the Framework Contract and the requirements specified at Annex I, the Contractor's Personnel performing the services under this Specific Contract is required to have a recent (i.e. not older than 3 (three) months at the date of submission) certificate of good conduct granted by a competent authority of an EU Member State. The certificate of good conduct must be provided for Europol's verification prior to the commencement of the execution of the tasks under this Specific Contract and in any case no later than 2 (two) weeks as of the Contract Date. Europol will be at liberty to take all reasonable steps to assure itself of the validity of the certification provided. Europol shall have the right to reject the Contractor's Personnel based on the results of the security screening or the information stipulated in the certification provided. The Contractor shall be responsible for ensuring that the Consultant will be in the possession of a valid and recent (as per the above) certificate throughout the entire duration of this Specific Contract (including any renewal thereof). The costs for obtaining or renewing the certificate of good conduct will not be met by Europol.
6. Should the Contractor not be able to present the certificate or should the certificate presented not be accepted by Europol, the execution of the services under this Specific Contract will be suspended until such certification is provided and accepted by Europol. Contractor's failure to present it shall be considered as unsatisfactory performance and the Contractor shall not be entitled to claim damages for the suspension of the services or termination of the Specific Contract.

#### Article 4

##### *Price(s) and payment(s)*

1. All Contractor's Personnel named under this Specific Contract above qualify as *Product Specialists* under the Framework Contract. In accordance with the Contractor's Offer, Europol undertakes to pay the Contractor, in consideration for the satisfactory provision of services under this Specific Contract:-

An amount of EUR 800 (Eight hundred Euro) per day of actual services rendered for up to 250 of Working Days.

2. The maximum total amount to be paid by Europol in consideration for the satisfactory provision of services under this Specific Contract shall be EUR **EUR 200,000.00** (Two hundred thousand Euro) covering all services and tasks executed. This amount shall cover all expenditure incurred by the Contractor in performing this Specific Contract.
3. No reimbursable costs are foreseen in addition to the price specified at paragraph 1 above.
4. In accordance with Article I-5 ("Payment periods") and Article II-7 ("Invoicing and payment") of the Contract, the payment and invoicing procedures for the services provided are as follows:-
  - provided that the Contractor submitted an admissible request for payment [invoice], Europol will pay the amounts due retroactively per each calendar month, on the basis of days actually worked as evidenced by the timesheets signed by the Contractor; and
  - provided that Europol is able to verify as correct the written confirmation to be included in the invoice that the source code developed during the calendar month has been checked-into the Europol repository where this is required by virtue of the Framework Contract;
5. 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 II-16 ("Sub-Contracting"), the Contractor is allowed to subcontract to **Palantir Technologies Inc.** under the responsibility of the Contractor

*Article 6*

*Administrative provisions*

1. The persons responsible for implementing this Specific Contract are:-

For the Contractor:



For Europol:



Europol's initials:  
Contractor's initials:



Technical matters:



*Article 7*

*Annexes*

Annex I: Europol's request for offer, including list of profiles and competency requirements

Annex II: Contractor's Offer (to be added by 20 May 2016 and initialled by both parties to indicate their acceptance)

Annex III: Template e-timesheet

**For the Contractor:**

**For Europol:**



In duplicate in English

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