

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE:	DF/123
CALL-OFF TITLE:	Defence Synthetic Environment Programme (DSEP) Core Team Technical Resources
CALL-OFF CONTRACT	Supply of DDaT Specialist roles for DSEP
DESCRIPTION:	Defence Digital, Digital Foundry Commercial
THE BUYER:	
BUYER ADDRESS:	Spur B2 Building 405 MOD Corsham Westwells Road Wiltshire SN13 9NR
THE SUPPLIER:	i3Works Ltd
SUPPLIER ADDRESS:	C/o Nelson Gilmour Smith 33 Kittoch Street East Kilbride Glasgow G74 4JW
NUMBER:	SC477423
DUNS NUMBER:	220123885
SID4GOV ID:	N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 22 March 2024.

It's issued under the Framework Contract with the reference number RM6263 for the provision of Digital Specialists and Programmes Deliverables.

The Parties intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed at the same time that the Call-Off Contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a further Statement of Work (in the form of the template set out in Annex 1 to this Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules)).

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Call-Off Contract.

CALL-OFF LOT(S):

Lot 2 – Digital Specialists

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing, we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions) RM6263
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6263
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)

- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Joint Schedule 13 (Cyber Essentials)
- Call-Off Schedules for RM6263
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
 - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliveries)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14B (Service Levels and Balanced Scorecard)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 17 (MOD Terms)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
- 5. CCS Core Terms (version 3.0.11)
- 6. Joint Schedule 5 (Corporate Social Responsibility) RM6263
- 7. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

- 1) **Security Clearance** - The Parties agree that the Supplier Rate Card set out in Schedule 5 (Pricing Details and Expenses Policy) Annex 2 (Supplier Rate Card) represents the Charges associated with the provision of staff with SC clearance. Should staff with DV clearance be required, any uplift will be dealt with in the relevant SoW.
- 2) To amend Clause 10.2.2 of the core Terms from:

“Each Buyer has the right to terminate their Call-Off Contract at any time without reason by giving the Supplier not less than 30 days written notice”

To

“Each Buyer has the right to terminate their Call-Off Contract at any time without reason by giving the Supplier not less than 30 days' written notice”.

- 3) In accordance with the amended Clause 10.2.2 above, the Buyer may invoke its right to terminate the Call-Off Contract by giving the Supplier not less than 30 days' written notice as a Break Clause in November 2024 to reflect the Buyer's current approvals.

CALL-OFF START DATE: **1st April 2024**

CALL-OFF EXPIRY DATE: **31st March 2025**

CALL-OFF INITIAL PERIOD: **12 Months, however a Break Clause has been included for November 2024 to reflect the Buyer's current approval**

CALL-OFF OPTIONAL
EXTENSION PERIOD: **2 x 3 Months (6 months in total)**

MINIMUM NOTICE PERIOD
FOR EXTENSION(S): **10 Working Days**

CALL-OFF CONTRACT VALUE: **£3,000,000.00 ex VAT**

KEY SUB-CONTRACT PRICE: **£386,000.00 ex VAT**

CALL-OFF DELIVERABLES

The maximum possible throughput (not to exceed total value) is £3,000,000.00 (ex VAT). This is a not to exceed **Limit of Liability** and **not committed spend**. The initial contract value will be for **£1,526,255.50 (ex VAT) LoL (capped T&M)**, incorporating Statement of Work (SOW) '01' below. Without prior commitment, additional Statement of Works may be placed on the contract during the term with agreement between the Buyer and Supplier, increasing the value of the contract each occurrence.

BUYER's STANDARDS

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards set out in FrameworkSchedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

Quality Standards

- a) No specific Quality Management system requirements are defined. This does not relieve the Supplier of providing conforming products under this contract. CoC shall be provided in accordance with DEFCON 627.
- b) No deliverable Quality Plan is required for reference DEFCON 602B.
- c) Concessions shall be managed in accordance with Def Stan. 05-061 Part 1, Issue 7 – Quality Assurance Procedural Requirements – Concessions.

d) Concessions shall be managed in accordance with Def Stan. 05-061 Part 1, Issue 7 – Quality Assurance Procedural Requirements – Contractor Working Parties.

Technical Standards

The Supplier is expected to deliver the work using the most appropriate project management (e.g., Agile) and service management ITIL methodologies, as agreed within the team and in accordance with both the Government's Technology Code of Practice, and the Government Service Manual (where each applies).

CYBER ESSENTIALS SCHEME

The Buyer requires the Supplier, in accordance with Joint Schedule 13 (Cyber Essentials Scheme) to provide a Cyber Essentials Plus Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the CoreTerms, as amended by the Framework Award Form Special Terms.

CALL-OFF CHARGES

Capped Time and Materials (CTM) - maximum amount to be paid by the Buyer under a Time and Materials mechanism for the delivery of the Deliverables and the agreed scope.

Where non-UK Supplier Staff (including Subcontractors) are used to provide any element of the Deliverables under this Call-Off Contract, the applicable rate card(s) shall be incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy) and the Supplier shall, under each SOW, charge the Buyer a rate no greater than those set out in the Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules) applicable rate card for the Supplier Staff undertaking that element of work on the Deliverables

REIMBURSABLE EXPENSES

Please refer to Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)

PAYMENT METHOD

Payment method	The payment method for this Call-Off Contract is CP&F .
Payment profile	The payment profile for this Call-Off Contract is monthly in arrears.
Invoice details	The Supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.
Who and where to send invoices to	Invoices will be sent to electronically via CP&F in addition to a digital copy emailed to the named Project Manager on the Statement of Work (SOW).
Invoice information required	All invoices must include the contract reference number, SOW number and title. Invoices must provide a full breakdown of the costs incurred for the Authority's review and approval. All T&S claims should be supported by valid receipts.
Invoice frequency	Invoice will be sent to the Buyer Monthly .

BUYER'S INVOICE ADDRESS:

To the named **Project Manager/Authority Representative** in each Statement of Work
DBS Finance, Walker House, Exchange Flags, Liverpool, L2 3YL

BUYER'S AUTHORISED REPRESENTATIVE

Redacted Under FOIA Section 40, Personal Information

BUYER'S ENVIRONMENTAL POLICY

Not Applicable

BUYER'S SECURITY POLICY

Within the scope of the Call-Off Contract, the Supplier will provide only individuals holding Security Check (SC) security clearance. SC security clearance is required for duration of the contract. The Supplier is responsible for obtaining and maintaining security clearances.

The Supplier is required to produce a security policy as per Call-Off Schedule 9 (Security), within 20 days of contract award. This must be updated in line with specific Statement of Works (SOW), but this will be advised at the time of the SOW.

SUPPLIER'S AUTHORISED REPRESENTATIVE

**Redacted Under FOIA Section 40,
Personal Information**

SUPPLIER'S CONTRACT MANAGER

**Redacted Under FOIA Section 40,
Personal Information**

PROGRESS REPORT FREQUENCY

The following reporting obligations shall govern the Contract:

1. Contract Progress report – These reports must contain, but are not limited to, an overview of the current SOW portfolio, spend to date and evidence of performance against the KPI's. This report Shall:
 - a. Be used as the basis of the discussions at the monthly Contract performance review meetings detailed in Condition 12 of the Contract.
 - b. Be delivered to the Authority's Project Manager two (2) business days before the monthly contract performance review meeting. Any delays will be subject to mutual approval.
2. Individual SOW reports – The Authority reserves the right to request monthly (or on a less frequent occurrence where indicated), reports for individuals SOWs. Details to what these reports must include will be specified in the SOW and agreed by both parties. Specific SOW reporting frequencies may vary and will be notified at the time.

3. The Supplier shall provide a Social Value Plan Report on a quarterly basis, demonstrating

progress aligned with the Social Value Section under the Order Form.

4. The Supplier shall report to the Authority, on a quarterly basis, the knowledge transfer activity that has been conducted under this contract.

The provision of the reports by the Supplier and receipt by the Authority shall be in accordance with DEFCON 525. The reports shall not prejudice any rights or obligations of the Authority or the Supplier under the Contract.

PROGRESS MEETING FREQUENCY

An initial Kick-Off governance meeting will be held no later than twenty (20) working days from the Call-off Contract Start Date.

Subsequent Contract Progress meetings will be held Monthly. The Supplier shall attend progress meetings and provide Reports in accordance with the Progress Report Requirements for this contract.

Additional meetings required to ensure the proper performance of this Contract will be at the reasonable discretion of both parties.

The Authority's Project Manager or a nominated deputy, will chair all meetings (hereinafter the Chairperson).

The Supplier shall provide the secretariat for the meetings to take the minutes and record actions. A copy of the draft minutes shall be submitted by the Supplier to the Chairperson for approval no later than five (5) business days after each meeting. The Chairperson shall agree or amend the minutes in writing within five (5) business days of receipt of the draft.

Specific SOW progress meetings may vary and will be mutually agreed at the time.

KEY STAFF

Commercial Contact Details:

For the Buyer:	Name:	Redacted Under FOIA Section 40, Personal Information
	Title:	Redacted Under FOIA Section 40, Personal Information
	Email:	Redacted Under FOIA Section 40, Personal Information
	Phone:	Redacted Under FOIA Section 40, Personal Information
For the supplier	Name:	Redacted Under FOIA Section 40, Personal Information
	Title:	Redacted Under FOIA Section 40, Personal Information
	Email:	Redacted Under FOIA Section 40, Personal Information
	Phone:	Redacted Under FOIA Section 40, Personal Information

Operations/Contract Management:

For the Buyer:	Name:	Redacted Under FOIA Section 40, Personal Information
	Title:	Redacted Under FOIA Section 40, Personal Information
	Email:	Redacted Under FOIA Section 40, Personal Information
	Phone:	Redacted Under FOIA Section 40, Personal Information
For the supplier	Name:	Redacted Under FOIA Section 40, Personal Information
	Title:	Redacted Under FOIA Section 40, Personal Information
	Email:	Redacted Under FOIA Section 40, Personal Information
	Phone:	Redacted Under FOIA Section 40, Personal Information

In accordance with assessment number IR352316, it has been determined that Off-Payroll Working Rules (IR35) apply to this Call-Off Contract.

Individuals provided by the Supplier to perform services under this Statement of Work are therefore requested to review the Status Determination Statement for this contract. Should they dispute the result of this determination, please contact the Buyer's representatives in the first instance. You will need to provide all the reasons why you believe the determination is wrong.

KEY SUBCONTRACTOR(S)

N/A

COMMERCIALLY SENSITIVE INFORMATION

The Supplier's Commercially Sensitive Information is detailed in Joint Schedule 4 (Commercially Sensitive Information).

SERVICE LEVELS, BALANCED SCORECARD AND KEY PERFORMANCE INDICATORS

Service Levels, the Balanced Scorecard and Key Performance Indicators shall apply to this Call-Off Contract in accordance with Call-Off Schedule 14B (Service Levels and Balanced Scorecard).

ADDITIONAL INSURANCES

In accordance with Annex: Required Insurances in Joint Schedule 3 (Insurance Requirements), the Supplier shall hold the required insurances from the Call-Off Contract Start Date.

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)]. These will be tracked and discussed with the Buyer on a quarterly basis and monitored in accordance with the Reporting Metrics in Call-Off Schedule 4 (Call-Off Tender).

STATEMENT OF WORKS

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	Redacted Under FOIA Section 40, Personal Information	Signature:	Redacted Under FOIA Section 40, Personal Information
Name:	Redacted Under FOIA Section 40, Personal Information	Name:	Redacted Under FOIA Section 40, Personal Information
Role:	Redacted Under FOIA Section 40, Personal Information	Role:	Redacted Under FOIA Section 40, Personal Information
Date:	22 March 2024	Date:	22 March 2024

Appendix 1

Annex 1 (Statement of Work 01)

1. STATEMENT OF WORK ("SOW") DETAILS	
<p>Upon execution, this SOW forms part of the Call-Off Contract (reference below).</p> <p>The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW.</p> <p>All SOWs must fall within the Specification and provisions of the Call-Off Contract.</p> <p>The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.</p>	
Date of SOW:	22/03/2024
SOW Title:	DSEP Core Team Technical Resources
SOW Reference:	01

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

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Call-Off Contract Reference:	DF/123
Buyer:	Digital Foundry, Defence Digital, Ministry of Defence
Supplier:	i3Works Ltd
SOW Start Date:	01 April 2024
SOW End Date:	31 March 2025
Duration of SOW:	12 Months
Key Personnel (Buyer)	Redacted Under FOIA Section 40, Personal Information Redacted Under FOIA Section 40, Personal Information
Key Personnel (Supplier)	Redacted Under FOIA Section 40, Personal Information
Subcontractors	AtkinsRealis

2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT

SOW Deliverables Background	<p><u>Background</u></p> <p>The Defence Digital Foundry is a new alliance of digital teams in the MoD. The Foundry will deliver digital services that help people in defence get things done - from the war fighter to the back office - and also deliver enabling tools and platforms that help other digital teams to deliver their services faster and better. Together with the digital teams of the Royal Navy, British Army and Royal Air Force and from other teams in MoD, the Foundry will pioneer new ways to exploit Defence's data, including Artificial Intelligence and other game-changing technologies, to ensure the UK keeps up with our allies and stays ahead of threats in an era of persistent competition and disruptive technology.</p> <p>The Defence Synthetic Environment Programme (DSEP) sits within the Ministry of Defence's Digital Foundry (Defence Digital) and is seeking to create a critical modelling and simulation (M&S) service for Defence. DSEP aims to accelerate the deployment of new programmes, enhance the capabilities of new and existing programmes, and exploit the value generated from the pan-defence predictive capabilities of current programmes through its services-based approach.</p> <p>DSEP will provide a centralised M&S ecosystem to the benefit of multi-domain integration through common assets and services for standard and customised programmes across M&S, and advanced Synthetic Environment and Digital Twin programmes. At the heart of this process will be value for money, reusability, interoperability, scalability and the use of open standards supporting the breadth and depth of use cases, from T&E to Force Development, Training and Operations.</p>
Overview of Requirement	The requirement is for a single Supplier Contract to provide Digital, Data and Technology (DDaT) professionals to support workstreams within DSEP. These are for a Digital Product Designer (Lead Service Designer), Research Software Engineer (Principal Software Developer), Senior Software Architect (Principal Technical Architect), Senior Product Manager, Senior Business Analyst, Associate Delivery Manager, Delivery Manager, and 2 x Senior Delivery

Framework Ref: RM6263

Project Version: v1.0

Model Version: v3.7

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	<p>Managers.</p> <p>These roles are required for a maximum anticipated period – on a Capped Time and Materials basis – for approximately Redacted Under FOIA Section 43, Commercial Interests to fill a specialist skills gap to enable the continuation, growth and maintenance of DSEP.</p> <p>DSEP is currently working on its next approval, through the delivery of a number of work packages which includes Business Case delivery and approvals, backlog development to identify funded customers, requirements definition, technical ownership and support, and architectural development.</p>
Accountability Models	<p>Please tick the Accountability Model(s) that shall be used under this Statement of Work:</p> <p>Sole Responsibility: <input type="checkbox"/></p> <p>Self Directed Team: <input type="checkbox"/></p> <p>Rainbow Team: <input checked="" type="checkbox"/></p>

3. BUYER REQUIREMENTS – SOW DELIVERABLES

Outcome Description	<p>This requirement is for the DSEP Core Team Technical Resources.</p> <p>Scope of Requirement:</p> <table border="1"> <thead> <tr> <th>Role</th><th>SFIA Level</th><th>Max Anticipated Days</th></tr> </thead> <tbody> <tr> <td>Lead Service Designer</td><td>Redacted Under FOIA Section 43, Commercial Interests</td><td>Redacted Under FOIA Section 43, Commercial Interests</td></tr> <tr> <td>Principal Software Developer</td><td>Redacted Under FOIA Section 43, Commercial Interests</td><td>Redacted Under FOIA Section 43, Commercial Interests</td></tr> <tr> <td>Principal Technical Architect</td><td>Redacted Under FOIA Section 43, Commercial Interests</td><td>Redacted Under FOIA Section 43, Commercial Interests</td></tr> <tr> <td>Senior Product Manager</td><td>Redacted Under FOIA Section 43, Commercial Interests</td><td>Redacted Under FOIA Section 43, Commercial Interests</td></tr> <tr> <td>Senior Business Analyst</td><td>Redacted Under FOIA Section 43, Commercial Interests</td><td>Redacted Under FOIA Section 43, Commercial Interests</td></tr> <tr> <td>Associate Delivery Manager</td><td>Redacted Under FOIA Section 43, Commercial Interests</td><td>Redacted Under FOIA Section 43, Commercial Interests</td></tr> <tr> <td>Senior Delivery Manager</td><td>Redacted Under FOIA Section 43, Commercial Interests</td><td>Redacted Under FOIA Section 43, Commercial Interests</td></tr> <tr> <td>Senior Delivery Manager</td><td>Redacted Under FOIA Section 43, Commercial Interests</td><td>Redacted Under FOIA Section 43, Commercial Interests</td></tr> <tr> <td>Delivery Manager</td><td>Redacted Under FOIA Section 43, Commercial Interests</td><td>Redacted Under FOIA Section 43, Commercial Interests</td></tr> </tbody> </table> <p>Lead Service Designer:</p> <p>The role will include;</p>	Role	SFIA Level	Max Anticipated Days	Lead Service Designer	Redacted Under FOIA Section 43, Commercial Interests	Redacted Under FOIA Section 43, Commercial Interests	Principal Software Developer	Redacted Under FOIA Section 43, Commercial Interests	Redacted Under FOIA Section 43, Commercial Interests	Principal Technical Architect	Redacted Under FOIA Section 43, Commercial Interests	Redacted Under FOIA Section 43, Commercial Interests	Senior Product Manager	Redacted Under FOIA Section 43, Commercial Interests	Redacted Under FOIA Section 43, Commercial Interests	Senior Business Analyst	Redacted Under FOIA Section 43, Commercial Interests	Redacted Under FOIA Section 43, Commercial Interests	Associate Delivery Manager	Redacted Under FOIA Section 43, Commercial Interests	Redacted Under FOIA Section 43, Commercial Interests	Senior Delivery Manager	Redacted Under FOIA Section 43, Commercial Interests	Redacted Under FOIA Section 43, Commercial Interests	Senior Delivery Manager	Redacted Under FOIA Section 43, Commercial Interests	Redacted Under FOIA Section 43, Commercial Interests	Delivery Manager	Redacted Under FOIA Section 43, Commercial Interests	Redacted Under FOIA Section 43, Commercial Interests
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Delivery Manager	Redacted Under FOIA Section 43, Commercial Interests	Redacted Under FOIA Section 43, Commercial Interests																													

- Developing an end-to-end understanding of user requirements for M&S across defence.
- Working with key stakeholders to develop, plan and design first-look, initiation, and customer discovery phases for gathering of user requirements / Agile epics.
- Decomposing high level user requirements / Agile epics into user stories; identifying and understanding user needs, journeys, pain points, defining KPIs, assessing gaps, and identifying opportunities.
- Designing, executing, and analysing quantitative and qualitative user research data.
- Effectively communicating user research findings to key stakeholders enabling a mutual understanding of users, e.g., through workshop sessions, presentations, and reports.
- Creating visual representations of user processes, working directly with stakeholders to develop a clear understanding of their end-to-end process.
- Creating and contributing to user-centric design requirements, based on research and briefs from internal teams and external partners.
- Creating UX solution concepts to help refine product and service requirements.
- Creating presentations to showcase ideas and use cases and providing updates on progress.
- Working collaboratively with developers, SMEs, and delivery teams to define and deliver programme work packages to deadlines.
- Ensuring integration and reuse across the Defence Digital Foundry to provide end-users with the best possible digital experience while optimising value for money.
- Build strong relationships with industry, academia, inter-Government departments and our international allies and partners.
- Supporting technical mentoring, technology governance, innovation, and continuous improvement across teams.

Principal Software Developer:

The role will include;

- Researching novel software solutions considering the latest COTS/GOTS applications and open-source software, supporting custom solution requirements.
- Working closely with the Software Architect in the development of high and low-level architectures, based on collaboratively developed solutions.
- Developing the design, testing and deployment of software solutions across the M&S domain.
- Articulating designs and concepts, and creation of graphics for technical and non-technical stakeholders.
- Recommending the appropriate applications, technologies, and processes for the development of robust scalable software solutions.
- Validating enterprise solutions and obtaining customer feedback.
- Contributing to infrastructure requirements, planning alignment with software requirements to ensure application robustness, scalability, and performance targets are achievable.
- Developing applications and products which make-up the service capability.
- Implementing patterns and development standards for products.
- Representing and providing leadership for the product/delivery team.
- Ensuring integration and reuse across the Defence Digital Foundry to provide end-users with the best possible digital experience, and best value for money.
- Working closely with other Senior Developers across the Service Capabilities.
- Engaging promptly in discoveries to help define the solution and approach.
- Providing technical leadership and mentoring to colleagues.
- Supporting technology governance, innovation, and continuous improvement across teams.

Principal Technical Architect:

The role will include;

- Developing high and low-level architectures using industry modelling standards, such as ArchiMate, Togaf and Unified Modelling Language (UML).
- Articulating designs and concepts, and creation of graphics for technical and non-technical stakeholders.
- Developing the design, testing and deployment of software solutions across the M&S domain.
- Recommending the appropriate tools, technologies, and processes for the development of robust scalable software solutions.
- Validating enterprise solutions and obtaining customer feedback.
- Developing applications and products which make-up the service capability.
- Contributing to infrastructure requirements, planning alignment with software requirements to ensure application robustness, scalability, and performance targets are achievable.
- Implementing patterns and development standards for products.
- Ensuring integration and reuse across the Defence Digital Foundry to provide end-users with the best possible digital experience, and best value for money.
- Representing, and providing technical leadership and support to technical SMEs, other developers, the product/delivery team and across service capabilities.
- Engaging promptly in discoveries to help define the solution and approach.
- Supporting technology governance, innovation, and continuous improvement across teams.

Senior Product Manager:

The role will include;

- Managing the customer backlog, planning, and managing customer engagements.
- Working with user centric designers and technical SMEs to developing the customer pipeline to identify priority customers and enable the development of customer requirements.
- Contributing to the development of customer funding approvals, to enable the ongoing expansion of funded customers.
- Managing communication between the service and customers, ensuring clear and regular communication lines are maintained.
- Supporting the service to connect customer problems to industry solutions.
- Collecting, analysing, and responding to user feedback.
- Creating and managing product management artefacts.
- Representing users throughout the discovery and alpha phases of the service design and development, ensuring that user feedback drives the development of service features.
- Being a key stakeholder in the setting of delivery cycle objectives.

Senior Business Analyst:

The role will include;

- Facilitating the developing service requirements using agile methodology.
- Supporting business case development and approvals, including development of the economic case and benefits.
- Supporting the development of the customer backlog to identify the first funded customers for the service.

	<ul style="list-style-type: none"> • Leading the development of requirements and evaluation criteria for commercial activities. • Ensuring outcomes are aligned with service vision and business strategy by contributing to the link between current and future business models and delivering to the business architecture. • Challenging constructively and acting as a critical friend to achieve solutions that are fit for purpose. • Facilitating collaboration and leading effective communication with all stakeholders to support design, build and delivery to meet the user needs. • Collaborating with multi-disciplinary team to create strategies for the development of technical components for the M&S service solution. • Articulating concepts and creating graphics for technical and non-technical stakeholders. <p>Senior Delivery Manager:</p> <p>The role will include;</p> <ul style="list-style-type: none"> • Managing business case development and approvals; leading the creation, presentation, and approval process of a high value business case, bridging an agile approach with the current waterfall led process. • Managing cross functional dependencies of varying complexity, potentially planning, and feeding into larger programmes and portfolios. • Establishing robust reporting mechanisms to track progress and outcomes, providing regular updates to stakeholders, offering insights into health, risks, and milestones. • Overseeing procurement activities, ensuring that team members are supported with outputs aligning to organisation policy and process. • Removing blockers and managing risks, commercials, budgets, and people. • Bringing an in-depth knowledge of Agile and traditional delivery methodologies. • Being responsible for understanding, managing, and communicating to complex stakeholder groups. • Representing the programme at leadership forums and communities. • Maintaining an awareness of the bigger picture. <p>Delivery Manager:</p> <p>This role will include;</p> <ul style="list-style-type: none"> • Agile and Lean practices. You can identify and compare the best processes or delivery methods to use. You can recognise when something does not work and encourage a mindset of experimentation. You can adapt and reflect, be resilient and see outside of the process. You can use a blended approach depending on the context. You can measure and evaluate outcomes. You can help teams to manage and visualise outcomes. (Skill level: practitioner) • Commercial management. You can act as the point of contact for contracted suppliers. You can understand appropriate internal contacts and processes within a government department. You can understand how and when third parties should be brought into digital, data and technology (DDaT) projects. (Skill level: working) • Communicating between the technical and non-technical. You can listen to the needs of technical and business stakeholders and interpret them. You can effectively manage stakeholder expectations. You can manage active and reactive communication. You can support or host difficult discussions within the team or with diverse senior stakeholders. (Skill level: practitioner)
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	<ul style="list-style-type: none"> • Financial management. You can balance cost versus value. You can consider the impact of user needs. You can report on financial delivery. You can monitor cost and budget. You can understand how and when to escalate issues. (Skill level: working) • Life cycle perspective. You can recognise when to move from one stage of a product life cycle to another. You can ensure the team is working towards the appropriate service standards for the relevant phase. You can manage the delivery of products and services at different phases. (Skill level: working) • Maintaining delivery momentum. You can facilitate the delivery flow of a team, managing the pace and tempo. You can actively address internal and external risks, issues and dependencies including where ownership exists outside the team. (Skill level: practitioner) • Making a process work. You can identify and challenge organisational processes of increasing complexity and those processes that are unnecessarily complicated. You can add value and can coach the organisation to inspect and adapt processes. You can guide teams through the implementation of a new process. (Skill level: expert) • Planning. You can understand the environment and prioritise the most important or high value tasks. You can use data to inform planning. You can manage complex internal and external dependencies. You can provide delivery confidence. You can remove blockers or impediments that affect plans and can develop a plan for difficult situations. You can ensure that teams plan appropriately for their capacity. (Skill level: practitioner) • Team dynamics and collaboration. You can effectively bring people together to form a motivated team. You can help to create the right environment for a team to work in and can empower them to deliver. You can recognise and deal with issues. You can help create the best team makeup depending on the situation. (Skill level: working) <p>Associate Delivery Manager:</p> <p>The role will include;</p> <ul style="list-style-type: none"> • Supporting a broad range of delivery work, ranging from planning to risk management and many more aspects of the delivery lifecycle. • Supporting the Senior Delivery Managers with the implementation of Agile governance and ways of working, such as daily stand ups, sprint planning, sprint reviews and retrospectives, as well as managing service reporting, governance boards, business case development and approvals journey. • Maintaining documentation; updating progress reports and assisting in tracking metrics in relation to the performance. • Assisting in maintaining communication within the team and with stakeholders, ensuring effective communication across all levels. • Assisting the Product Manager in maintaining the product and customer backlogs, ensuring that User stories are well defined and prioritised. <p><u>Work Location</u></p> <p>Hybrid work arrangement. Typically, the services can be delivered remotely, however there will be a requirement for the DSEP Core team to attend MOD Corsham (and other MOD sites, e.g., MOD Main Building London or Abbey Wood) on an ad hoc basis when the <u>business need arises</u>.</p>
Delivery Plan	
Dependencies	<p>The Buyer is responsible for:</p> <ol style="list-style-type: none"> 1. Granting access to MOD premises and facilities that are necessary to enable the supplier to provide the services as specified within this Call-Off Contract Statement of Work; and

	<p>2. Provision of MODNet access (including a MODNet laptop).</p> <p>3. It is acknowledged that MODNet laptops will only be accessible to those with SC clearance.</p>
Security Applicable to SOW:	<p>The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security).</p> <p>Within the scope of the Call-Off Contract Statement of Work, the Supplier will provide individuals holding current SC security clearance; evidence of which is to be provided prior to the start date.</p>
Cyber Essentials Scheme	<p>The Buyer requires the Supplier to have and maintain a Cyber Essentials Plus Certificate for the work undertaken under this SOW, in accordance with Joint Schedule 13 (Cyber Essentials Scheme).</p>
SOW Standards	<p><u>Quality Standards</u></p> <p>a) No specific Quality Management system requirements are defined. This does not relieve the Supplier of providing conforming products under this contract. CoC shall be provided in accordance with DEFCON 627.</p> <p>b) No deliverable Quality Plan is required for reference DEFCON 602B.</p> <p>c) Concessions shall be managed in accordance with Def Stan. 05-061 Part 1, Issue 7 – Quality Assurance Procedural Requirements – Concessions.</p> <p>d) Concessions shall be managed in accordance with Def Stan. 05-061 Part 1, Issue 7 – Quality Assurance Procedural Requirements – Contractor Working Parties.</p> <p><u>Technical Standards</u></p> <p>The Supplier is expected to deliver the work using the most appropriate project management (e.g., Agile) and service management ITIL methodologies, as agreed within the team and in accordance with both the Government's Technology Code of Practice, and the Government Service Manual (where each applies).</p> <p><u>Social Value Standards</u></p> <p>The Supplier is expected to work with the Authority on social value initiatives, in line with this contract. Progress against Social value initiatives proposed in the Supplier's successful tender submission will be discussed with the Authority on a quarterly basis and monitored in accordance with Call-Off Schedule 4 (Call-Off Tender).</p>

Performance Management	<p>Performance Management of this Statement of Work shall be in accordance with Call-Off Schedule 14 (Service Levels and Balanced Scorecard).</p> <p>1. The following additional requirements shall apply:</p> <p>1.1 The Supplier-provided resources shall be to the standard of skill and experience reasonably expected to deliver the Services. Acting reasonably, the Buyer may request the replacement of any resource it considers to be falling below, or to have fallen below, the standard that would be reasonably expected in technical delivery and/or professionalism required to deliver the Services. The Supplier shall use all reasonable endeavours to provide a suitable alternative resource to replace such rejected resource at no additional cost to the Buyer, with the proposed replacement identified to the Buyer for its comment prior to their commencement in support of the Contract.</p> <p>1.2 Should the Supplier wish to change/replace resources delivering the Services during the term of the Contract, it shall engage with the Authority to advise of its proposed replacement(s) with a minimum notice period of 30 days to allow for the Buyer's review of the proposed individual(s), including their standards and skills and experience to safeguard delivery of the Services.</p>				
Additional Requirements	<p>The onboarding plan for this Call-Off Contract is:</p> <p>The MOD site team shall allow access to MOD Corsham site providing the correct SC clearance documents are received and approved. The following information will need to be provided to support on-boarding, including providing staff details including:</p> <ul style="list-style-type: none"> • Full Name • Date of Birth • Nationality • DV / Security Clearance start date and end date (if applicable; and • Vehicle registration no. <p>The offboarding plan for this Call-Off Contract is to be agreed no less than 1 month from the Statement of Work end date.</p>				
Key Supplier Staff	<p>Please provide the names and email addresses of any Key Supplier Staff for this Statement of Work.</p> <table border="1" data-bbox="405 1688 1447 1760"> <thead> <tr> <th data-bbox="405 1688 759 1724">Name</th><th data-bbox="759 1688 1447 1724">Email Address</th></tr> </thead> <tbody> <tr> <td data-bbox="405 1724 759 1760">N/A</td><td data-bbox="759 1724 1447 1760">N/A</td></tr> </tbody> </table>	Name	Email Address	N/A	N/A
Name	Email Address				
N/A	N/A				

<p>Worker Engagement Status</p>	<p><u>IR35</u></p> <p>In accordance with assessment number <u>IR352316</u> it has been determined that Off-Payroll Working Rules (IR35) apply to this Call-Off Contract.</p> <p>Individuals provided by the Supplier to perform services under this Statement of Work are therefore requested to review the Status Determination Statement for this contract. Should they dispute the result of this determination, please contact the Buyer's Representatives in the first instance. You will need to provide all the reasons why you believe the determination is wrong.</p>
<p>[SOW Reporting Requirements:]</p>	<p>Further to the Supplier providing the management information detailed in Call-Off Schedule 15 (Call-Off Contract Management), the Supplier shall also provide the following additional management information under and applicable to this SOW only:</p> <p><u>Knowledge Transfer Report</u></p> <p>As part of the SOW exit activities, the Supplier shall provide a report (be that written or oral) to the Buyer, no less than 1 month from the Statement of Work end date, as to the knowledge transfer activity that has been conducted under this Statement of Work.</p> <p>The Knowledge transfer report, as detailed above, shall consist of any combination of the following:</p> <ul style="list-style-type: none"> a) Evidence of delivery of the ongoing knowledge transfer to the Buyer as part of the Call-Off Contract; b) Evidence of collaboration between Call-Off Contract workstream leads and their Buyer counterparts of how they have shaped and agreed an appropriate amount and type of knowledge transfer; and c) Evidence of promotion and oversight of knowledge transfer with captured examples of knowledge transfer, and evidence of regular feedback to improve the value of knowledge transfer to the Buyer. <p>Knowledge transfer includes, but is not limited to, technical and personal development areas; and may be in various forms including coaching, mentoring, training, presentations, show & tell sessions, attending communities of practice meeting, etc.</p>

4. CHARGES**Call Off
Contract
Charges**

The applicable charging method(s) for this SOW is **Capped Time & Materials**.

The breakdown of the Charges is:

Role	SFIA Level	Day Rate (£ ex VAT)	Max Anticipated Days	Total (£ ex VAT)
Lead Service Designer	Redacted Under FOIA Section 43, Commercial Interests	Redacted Under FOIA Section 43, Commercial Interests	Redacted Under FOIA Section 43, Commercial Interests	Redacted Under FOIA Section 43, Commercial Interests
Principal Software Developer	Redacted Under FOIA Section 43, Commercial Interests	Redacted Under FOIA Section 43, Commercial Interests	Redacted Under FOIA Section 43, Commercial Interests	Redacted Under FOIA Section 43, Commercial Interests
Principal Technical Architect	Redacted Under FOIA Section 43, Commercial Interests	Redacted Under FOIA Section 43, Commercial Interests	Redacted Under FOIA Section 43, Commercial Interests	Redacted Under FOIA Section 43, Commercial Interests
Senior Product Manager	Redacted Under FOIA Section 43, Commercial Interests	Redacted Under FOIA Section 43, Commercial Interests	Redacted Under FOIA Section 43, Commercial Interests	Redacted Under FOIA Section 43, Commercial Interests
Senior Business Analyst	Redacted Under FOIA Section 43, Commercial Interests	Redacted Under FOIA Section 43, Commercial Interests	Redacted Under FOIA Section 43, Commercial Interests	Redacted Under FOIA Section 43, Commercial Interests
Associate Delivery Manager	Redacted Under FOIA Section 43, Commercial Interests	Redacted Under FOIA Section 43, Commercial Interests	Redacted Under FOIA Section 43, Commercial Interests	Redacted Under FOIA Section 43, Commercial Interests
Senior Delivery Manager	Redacted Under FOIA Section 43, Commercial Interests	Redacted Under FOIA Section 43, Commercial Interests	Redacted Under FOIA Section 43, Commercial Interests	Redacted Under FOIA Section 43, Commercial Interests
Senior Delivery Manager	Redacted Under FOIA Section 43, Commercial Interests	Redacted Under FOIA Section 43, Commercial Interests	Redacted Under FOIA Section 43, Commercial Interests	Redacted Under FOIA Section 43, Commercial Interests
Delivery Manager	Redacted Under FOIA Section 43, Commercial Interests	Redacted Under FOIA Section 43, Commercial Interests	Redacted Under FOIA Section 43, Commercial Interests	Redacted Under FOIA Section 43, Commercial Interests

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

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OFFICIAL-SENSITIVE COMMERCIAL

			al Interests	
	T&S Limit of Liability (1.5% of resource value)	Redacted Under FOIA Section 43, Commercial Interests	Redacted Under FOIA Section 43, Commercial Interests	Redacted Under FOIA Section 43, Commercial Interests
	T&S Limit of Liability (ex VAT)			
	Redacted Under FOIA Section 43, Commercial Interests			
Total SOW01 Limit of Liability				£1,526,255.50
The Charges detailed in the financial model shall be invoiced in accordance with Clause4 of the Call-Off Contract.				
Rate Cards Applicable	In accordance with the Rate Card in Annex 2 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)			
Reimbursable Expenses	In accordance with the Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)			

5. SIGNATURES AND APPROVALS
Agreement of this SOW

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

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OFFICIAL-SENSITIVE COMMERCIAL

Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:

For and on behalf of the Supplier	Name and title	Redacted Under FOIA Section 40, Personal Information
	Date Signature	22/03/2024
		Redacted Under FOIA Section 40, Personal Information
For and on behalf of the Buyer	Name and title	Redacted Under FOIA Section 40, Personal Information
	Date	22/03/2024
	Signature	Redacted Under FOIA Section 40, Personal Information

