



Digital Outcomes and Specialists 5 (RM1043.7)

Framework Schedule 6 (Order Form)

Version 2

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Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Order Form

Buyer guidance: This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

If an electronic purchasing system is used instead of signing as a hard-copy, text below must be copied into the electronic order form starting from 'APPLICABLE FRAMEWORK CONTRACT' and up to, but not including, the Signature block.

It is important that if you, as the Buyer, add to or amend any aspect of any Call-Off Schedule, then **you must send the updated Schedule** with the Order Form to the Supplier.

Call-Off Reference: 16549

Call-Off Title: 702745450 - Development of EW tool prototype (project COMBINE) to Beta level

Call-Off Contract Description: JEWOSC require assistance to develop a prototype data science tool up to the Beta level, which can then be deployed to Analysts for data gathering.

The Buyer: Ministry of Defence

Buyer Address:

Aviation House

125 Kingsway

London

WC2B 6NH

The Supplier: SRC UK Limited

Supplier Address:

Boole

Technology Centre Unit 1.04/1.05,

Beevor Street,

Lincoln,

United Kingdom,

LN6 7DJ

Registration Number: 11853991

DUNS Number: 224754856

SID4GOV ID: [Insert if known]

Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated [Insert date of issue].

It's issued under the Framework Contract with the reference number RM1043.7 for the provision of Digital Outcomes and Specialists 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, Statement of Work 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

Lot 1: Digital Outcomes

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) RM1043.7
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
 - Joint Schedules for RM1043.7
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 5 (Corporate Social Responsibility) RM1043.7
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data) RM1043.7
 - Joint Schedule 12 (Supply Chain Visibility) RM1043.7

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

- Call-Off Schedules for RM1043.7
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 4 (Call Off Tender)
 - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
 - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 17 (MOD Terms)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 26 (Cyber Essentials Scheme)

5 CCS Core Terms (version 3.0.9)

6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.7

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:

[None]

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Call-Off Start Date: 03/03/2022

Call-Off Expiry Date: 28/04/2022

Call-Off Initial Period: 8 weeks

Call-Off Optional Extension Period: 2 weeks

Minimum Notice Period for Extensions: 2 weeks

Call-Off Contract Value:



Call-Off Deliverables

Deliverable	Quantity	Delivery date	Location	Details
Migrate from Windows Server 2019 to Red Hat environment	1	21 Mar 22	RAF Waddington	Migrate to Red Hat environment on GFX, set-up KX and apply licence
Minor UI tweaks	1	By contract end date	RAF Waddington	Including, but not limited to: <ul style="list-style-type: none">• Drop downs to reflect loaded data• ID0 radio box alignment• grid box alteration form 5*5 -> 1*5
Admin tool development	1	By contract end date	RAF Waddington	Including, but not limited to: <ul style="list-style-type: none">• Toggle logging• Refinement of "ResetSRC" code to only delete previously processed data
Grid box alterations & timeout values increased	1	By contract end date	RAF Waddington	Increased duration while background processes are running
Ingest Spyder 6004 format datafiles	1	By contract end date	RAF Waddington	
UI performance improvements, including removing reference to synthetic data	1	By contract end date	RAF Waddington	

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 referred to in Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

Cyber Essentials Scheme

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (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 Core Terms as amended by the Framework Award Form Special Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is [REDACTED]

Call-Off Charges

1 Capped Time and Materials (CTM)

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 applicable rate card for the Supplier Staff undertaking that element of work on the Deliverables.

Reimbursable Expenses

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

As per the advert on the Digital Outcomes and Specialist 5 framework, the payment approach for this requirement is Capped Time and Materials, other than Travel and subsistence which shall be a maximum price. Pricing should include vendors and any sub vendors that will be contracted under this requirement. The price should also include Travel and Subsistence as indicated in Schedule 2 of the Invitation to Tender. This is the maximum amount of Travel and Subsistence that can be drawn down upon during the contract period. Charges against this must be approved by the Authority prior to travel and will be paid based on actuals. The Authority's Travel and Subsistence policy can be provided upon request.

Payment Method

Payments for goods and/or services will be made after the goods and/or services have been fully delivered and accepted, i.e. payment for purchase of an item will be made after it has been delivered and installed, or payment for annual maintenance of a piece of equipment will be made at the end of the contract year during which the maintenance was undertaken.

As per the advert on the Digital Outcomes and Specialist 5 framework, the payment approach for this requirement is Capped Time and Materials, other than Travel and subsistence which shall be a maximum price. Pricing should include vendors and any sub vendors that will be contracted under this requirement. The price should also include Travel and Subsistence as indicated in Schedule 2 of the Invitation to Tender. This is the maximum amount of Travel and Subsistence that can be drawn down upon during the contract period. Charges against this must be approved by the Authority prior to travel and will be paid based on actuals. The Authority's Travel and Subsistence policy can be provided upon request.

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Payment shall be made through the Authority's Contracting, Purchasing and Finance (CP&F) system. The successful supplier will be required to register their details on Exostar to allow for electronic payment. Details of how to register can be provided upon contract award.

Buyer's Invoice Address

Chris Cowie
Project Scout
030 015 50245
Christopher.Cowie102@mod.gov.uk
Aviation House, 125 Kingsway, London, WC2B 6NH

Buyer's Authorised Representative

Hannah Price
Commercial Manager
030 016 48166
Hannah.Price107@mod.gov.uk
Coltman House, DMS Whittington, Lichfield, Staffordshire, WS14 9PY

Buyer's Environmental Policy

JSP 418: Management of environmental protection in defence (V1.0 Dec 14) [available online at: <https://www.gov.uk/government/publications/jsp-418-mod-corporate-environmental-protection-manual>]

Buyer's Security Policy

Appended at Call-Off Schedule 9 (Security)

Supplier's Authorised Representative

Stephen Davies
MD
01522 456034
sdavies@srcuk.com
Boole Technology Centre, Beevor St, Lincoln, LN6 7DJ

Supplier's Contract Manager

Alex Boucher
Operations/Contracts Manager
01522 456034
aboucher@srcuk.com
Boole Technology Centre, Beevor St, Lincoln, LN6 7DJ

Progress Report Frequency

Every two weeks from contract commencement.

Progress Meeting Frequency

Every two weeks from contract commencement.

Key Staff

Not applicable

Key Subcontractor(s)

Not applicable

Commercially Sensitive Information

Not applicable

Balanced Scorecard

N/A

Material KPIs

N/A

Additional Insurances

Not applicable

Guarantee

Not applicable

Social Value Commitment

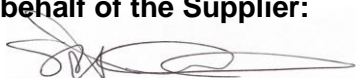
N/A

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.

For and on behalf of the Supplier:

Signature:



Name: S.Davies

Role: MD

Date: 2/3/22

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For and on behalf of the Buyer:

Signature: Hannah Price (signed electronically)

Name: HANNAH PRICE

Role: Commercial Manager

Date: 02/03/2022

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Appendix 1

Annex 1 (Template Statement of Work)

1 Statement of Works (SOW) Details

Upon execution, this SOW forms part of the Call-Off Contract (reference below).

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.

All SOWs must fall within the Specification and provisions of the Call-Off Contract.

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.

Date of SOW: 3rd March 2022

SOW Title: Development of EW tool prototype (project COMBINE) to Beta level

SOW Reference: 001

Call-Off Contract Reference: 16549

Buyer: Ministry of Defence

Supplier: SRC UK Limited

SOW Start Date: 3 March 2022

SOW End Date: 28 April 2022

Duration of SOW: 8 weeks

Key Personnel (Buyer): Hannah Price, Chris Cowie, Richard Barber, Tina Evans

Key Personnel (Supplier):

Subcontractors:

2 Call-Off Contract Specification – Deliverables Context

SOW Deliverables Background:

Delivery phase(s): Beta

Overview of Requirement:

The high-level requirement for this contract is described in Schedule 1 of the ITT. The supplier will assist the authority with modifications to the existing COMBINE system. The types of modifications are listed in [Call-Off Schedule 13]. These are expanded in part below:

- Migrate to Red Hat environment on GFX, set-up KX and apply licence
- Fix Drop Down list contents to reflect loaded data
- Fix CED ingest appearing in Matching Drop Down lists
- Fix Data Formatting / Symbols in Matching Summary and Matching Drill downs
- Align labels / drop downs on all UI
- Correct wording and align ID 0 displayed radio boxes
- Remove 5 * 5 grid and add 1 * 5
- Show all detected Waveform ID (currently removed Waveform ID with low pulse count)
- Increase timeout values for UI when background algorithms are running.
- Toggle Logging in the admin panel; Combine noticeably faster without logging but user now unaware of issues.
- Refine "ResetSRC" code to only delete previously processed Data - not addition code as currently encountered
- Ingest Spyder (6004) format datafiles
- Remove Synthetic Data fields and Improve UI performance

Engagement with the Product Owner at contract commencement will allow this list to be described with increased detail; the total scope is not expected to expand at this stage.

3 Buyer Requirements – SOW Deliverables

Outcome Description:

Milestone	Deliverable	Delivery date
MS01	Migrate from Windows Server 2019 to Red Hat environment	By contract end date
MS02	Minor UI tweaks (Drop downs, Radio boxes, grid box alterations etc)	By contract end date
MS03	Admin tool development	By contract end date
MS04	Grid box alterations & timeout values increased	By contract end date

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MS05	Ingest Spyder 6004 format datafiles	By contract end date
MS06	UI performance improvements, including removing reference to synthetic data	By contract end date

Payment shall not be made until all contractual milestones (detailed within this Order Form) have been accepted by the Authority. Acceptance of the deliverables shall be granted by the Authority upon the successful completion of a Factory Acceptance Test (FAT). The milestone detail shall be agreed between the vendor and the Authority during the initial phases of the contract (i.e. phase 1). This scope will then form part of the contractual milestones. Should the deliverables fail the FAT the vendor shall make all appropriate amendments at no additional cost to the Authority.

Delivery Plan: The COMBINE system is located in the AMML Thompson Building. The system will remain in place on location upon completion of the contract, and all ownership will transfer to the Authority.

Dependencies:

- Authority to supply GFX, including: a server on which to run the system at the JEWOSC, 2x blank SATA drives for RHEL migration, existing codebase for Pj COMBINE from initial development work.
- Authority to make available SME (Andy Green, Richie Barber, JEWOSC Database Sqn, ASWC Sy Ft) and MOD Product Owner (Tina) as required, subject to operational requirements.
- Vendor to ensure test data, developed software solution and any supporting tools (StrikeForce+ or Nighthawk) are available on supplied MOD GFX for demonstrations, FAT and SAT.
- Vendor to send security clearance details (including but not limited to full name, proof of citizenship, data of birth etc) to ASWC
- Vendor to provide Scrum master and Vendor Product owner.
- Vendor to supply all test models (in EWIR format) and source code on delivery
- Refer to Core Terms regarding the handling of IPR

Supplier Resource Plan:

Security Applicable to SOW:

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).

Cyber Essentials Scheme:

The Buyer requires the Supplier to have and maintain a **Cyber Essentials Plus Certificate** for the work undertaken under this SOW, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme).

SOW Standards:

Performance Management:

Milestone	Deliverable	Delivery date
MS01	Migrate from Windows Server 2019 to Red Hat environment	By contract end date
MS02	Minor UI tweaks (Drop downs, Radio boxes, grid box alterations etc)	By contract end date
MS03	Admin tool development	By contract end date
MS04	Grid box alterations & timeout values increased	By contract end date
MS05	Ingest Spyder 6004 format datafiles	By contract end date
MS06	UI performance improvements, including removing reference to synthetic data	By contract end date

Payment shall not be made until all contractual milestones (detailed within this Order Form) have been accepted by the Authority. Acceptance of the deliverables shall be granted by the Authority upon the successful completion of a Factory Acceptance Test (FAT). The milestone detail shall be agreed between the vendor and the Authority during the initial phases of the contract (i.e. phase 1). This scope will then form part of the contractual milestones. Should the deliverables fail the FAT the vendor shall make all appropriate amendments at no additional cost to the Authority.

Additional Requirements:

Annex 1 – Where Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract does not accurately reflect the data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex 1 attached to this Statement of Work.

Key Supplier Staff: Not applicable

SOW Reporting Requirements:

Not Applicable.

4 Charges

Call Off Contract Charges:

The applicable charging method(s) for this SOW is:

- Capped Time and Materials

[Buyer to select as appropriate for this SOW]

The estimated maximum value of this SOW (irrespective of the selected charging method) is

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Rate Cards Applicable:

Item Number	MOD Stock Reference No.	Part No. (where applicable)	Specification	Delivery Date	Total Qty	Fixed Price (£) Ex VAT
				(estimated dates to be confirmed on contract award)		Per Person
1			Hourly Rate for Project Lead (Scrum Master, PM, Systems Engineer)	By contract end date (estimated 28 Apr 2022)	240	
2			Hourly Rate for SRC UK Software Engineer 1	By contract end date (estimated 28 Apr 2022)	240	
3			Hourly Rate for SRC UK Software Engineer 2	By contract end date (estimated 28 Apr 2022)	240	
4			Hourly Rate for KX Software Engineer 1	By contract end date (estimated 28 Apr 2022)	240	
5			Hourly Rate for KX Software Engineer 2	By contract end date (estimated 28 Apr 2022)	240	
6			Labour Fee (8.22%)	By contract end date (estimated 28 Apr 2022)	240	
7			Red Software licencing cost	By contract end date (estimated 28 Apr 2022)	1	
8			KX licencing cost	By contract end date (estimated 28 Apr 2022)	1	
				Total Fixed Price Before Discount (Ex VAT)		
		Personnel Discount				
		KX Licence Discount				
				Total Fixed Price After Discount (Ex VAT)		
			Maximum Travel and Subsistence for required team members to RAF	By contract end date (estimated 28 Apr 2022)	n/a	

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			Waddington			
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Reimbursable Expenses:

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

As per the advert on the Digital Outcomes and Specialist 5 framework, the payment approach for this requirement is Capped Time and Materials, other than Travel and subsistence which shall be a maximum price. Pricing should include vendors and any sub vendors that will be contracted under this requirement. The price should also include Travel and Subsistence as indicated in Schedule 2 of the Invitation to Tender. This is the maximum amount of Travel and Subsistence that can be drawn down upon during the contract period. Charges against this must be approved by the Authority prior to travel and will be paid based on actuals. The Authority's Travel and Subsistence policy can be provided upon request.

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

For and on behalf of the Supplier

Name: S.Davies

Title: MD

Date: 2/3/22

Signature:

A handwritten signature in black ink, appearing to be 'S. Davies', written over a light blue horizontal line.

For and on behalf of the Buyer

Name: Hannah Price

Title: Commercial Manager

Date: 02/03/2022

Signature: *Hannah Price* [signed electronically]

Annex 1

Data Processing

Prior to the execution of this Statement of Work, the Parties shall review Annex 1 of Joint Schedule 11 (Processing Data) and if the contents of Annex 1 does not adequately cover the Processor / Controller arrangements covered by this Statement of Work, Annex 1 shall be amended as set out below and the following table shall apply to the Processing activities undertaken under this Statement of Work only:

[Template Annex 1 of Joint Schedule 11 (Processing Data) Below]

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • Business contact details of Supplier Personnel for which the Supplier is the Controller, • Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller, • Names of personnel who are using the system.
Duration of the Processing	Processing shall only be performed for the duration of the contract.
Nature and purposes of the Processing	<p>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>No personal data is expected to be collected, stored, or transmitted during the completion of this contract.</p>
Type of Personal Data	Examples of personal data include, but are not limited to, name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.
Categories of Data Subject	Staff

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<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p>Any stored identifying data under GDPR and DPA acts shall be expunged upon completion of the contract and replaced with non-identifying markers. The location of any such replacements shall be identified to the other party.</p>
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