**STATEMENT OF WORK**

**This Statement of Work** is dated **31/10/2024** and is entered into between:

1. **Constellia Public Limited** incorporated and registered in England and Wales with company number 08664789 whose registered office is at 2nd Floor 201 Great Portland Street London W1W 5AB ("**Contractor**");
2. **Home Office** whose address is Home Office, Peel Building, 2 Marsham Street, London, England, SW1P 4DF, United Kingdom (the “**Authority**”)

This Statement of Work is entered into pursuant to the SEWTAPS Framework Agreement entered into on **19th April 2021** by Constellia and the County Council of the City and County of Cardiff.

This Statement of Work shall supersede and replace any Statement of Work entered into between the Parties regarding the same subject matter.

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| 1. Project details
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| * 1. Project name
 | Emergency Services Mobile and Communications Programme (ESMCP) |
| * 1. SEWTAPS Unique Reference Number
 |  |
| * 1. Constellia Project Number
 |  02807 |
| * 1. Purchase Order
 |  |
| 1. Representatives
 |
| * 1. Customer Representative
 | Home OfficeName: **Redacted under FOIA Section 40, Personal Information**Email: **Redacted under FOIA Section 40, Personal Information** |
| * 1. Contractor Representative
 | **Redacted under FOIA Section 40, Personal Information** Constellia Public Limited**Redacted under FOIA Section 40, Personal Information** |
| * 1. Service Provider Representative
 | Name: Boxen Baum Ltd, **Redacted under FOIA Section 40, Personal Information**Address: Boxen Baum Ltd, Bruce Allen Llp Ground Floor Suite Crown House, 40 North Street, Hornchurch, Greater London, RM11 1EW Email: **Redacted under FOIA Section 40, Personal Information** |
| * 1. Key Personnel
 | **Redacted under FOIA Section 40, Personal Information** |
| 1. Duration
 |
| * 1. Commencement Date
 | 01/11/2024 |
| * 1. Expiry Date
 | 31/10/2025 |
| 1. Services, Specification, Deliverables, Key Dates, Milestones, Customer Policies and Consistent Failure
 |
| * 1. Services
 | 1. **Background:**

ESMCP is a GMPP major programme which due to delivery delays and budgetary increases also finds itself subject to the additional scrutiny of the Cabinet Office Major Projects Review Authority, Public Accounts CommitteeAs the programme is technologically challenging, along with strategic issues such as implementing good governance, holding to account at every level, cost, quality and time with complex and major supplier assurance that is focused and independent is needed to improve the chances of a successful outcome1. **Scope:**

The Authority requires the Service Provider to primarily conduct the resilience aspects of the Airwave and Emergency Services Network (ESN). * 1. **Definitions:**

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| **Expression or Acronym** | **Definition** |
| ESMCP | Emergency Services Mobile and Communications Programme |
| ESN | Emergency Services Network |
| FIC | Finance and Investment Committee |
| MPRG | Major Project Review Group  |
| IPA | Infrastructure and Project Authority (IPA) |
| PAR | Project Assurance Review |
| GMPP | Government Major Projects Portfolio |

* 1. **The following services are required:**
* Key player in developing the ESMCP resilience strategy and engagement across the ESMCP team, the suppliers of ESN/Airwave, the emergency services, and government at the highest of national security levels to ensure that Airwave/ESN service supports the operational implications of a national critical communication system to support the output of the National Security Risk Assessment.
* Lead exercises in developing robust resilience plans for the Airwave and ESN services.
* Support an Independent Assurance Panel to assess the output of the ESMCP in delivering a replacement telecommunications service for the emergency services.
* Supporting the evolution of the ESMCP operating model to support an efficient and effective delivery of the ESN solution.
* Provision of ad-hoc activities such as answers to Parliamentary questions, inputs to and managing outputs from FIC, MPRG, IPA and their PAR reviews as well as other tasks requiring high security clearance and cross government resilience matters including impacts from power outages and aiding in building trust with user organisations.

 The Service Provider must provide services under the status of Inside IR35**.**1. **Location:**

Services to be delivered from Clive House until early in 2025, when services to be delivered from Stratford Offices (dates to be confirmed).1. **Continuous Improvement:**

The Service Provider should monitor skills transfer throughout the duration of the contract and have the ability to modify or adapt the skills transfer techniques and processes to ensure the customer is able to absorb, understand and undertake duties with Civil Servants in the future. 1. **Staff and Customer Service**
	1. The Service Provider shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.
	2. The Service Provider’s staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.
	3. The Service Provider shall ensure that staff understand the Authority’s vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.
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| * 1. Specification
 | As per the Tender documentation on the Constellia portal. |
| * 1. Customer Policies
 | The relevant authority will grant access to the key personnel of the Service Provider to any of the following mandatory policies required or relevant to the statement of work. The Service Provider will ensure that key personnel will access and read the mandatory policies once the relevant authority have provided access. Equal Opportunities Policy; Anti-Bribery Policy; Safeguarding Policy; Modern Slavery Policy; Ethical Supply Chain Policy; Health and Safety Policy; Quality Management Policy; Business Continuity Plan; IT Security Policy; Physical Security Policy. |
| * 1. Consistent Failure
 | Consistent Failure shall mean:(a) the Customer serving 3 Remediation Notices set out in the Call-Off Contract Particulars in a 3-month period set out in the Call-Off Contract Particulars or the number of Default Notices the Call-Off Contract Particulars in a rolling twelve (12) month period; and/or(b) the Contractor repeatedly breaching any of the terms of this Call-Off Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Call-Off Contract. |
| 1. Charges and payment
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| * 1. Total Charges Payable (£)
 | The Neutral Vendor Services Charges shall be calculated as follows:Payment triggered by meeting Milestones:

|  |  |  |
| --- | --- | --- |
| **Milestone** | **Date completion expected** | **Charge payable on completion (£)** |
| **Emergency Services Mobile and Communications Programme (ESMCP)**Service Provider to submit their Milestone Payment Reports on the Constellia Portal in line with their Day Charge Rate of **REDACTED under FOIA Section 43 (2) Commercially Sensitive Information** (inclusive of **REDACTED under FOIA Section 43 (2) Commercially Sensitive Information**  Constellia Management Fee) throughout the duration of the project subject to the Authority’s approval. | 31/10/2025 | £180,400.00 |

Total Charges payable (£) (exclusive of VAT): £180,400.00Management Charge: **REDACTED under FOIA Section 43 (2) Commercially Sensitive Information** |
| * 1. Self-Bill Invoicing
 | Supplier self-billing will be generated on the Constellia platform. |
| 1. Insurance
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| * 1. Required Insurance
 | The Contractor shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance providing as a minimum the levels the following insurances: * public liability insurance with a limit of indemnity of not less than **£5,000,000** in relation to any one claim or series of claims;

* employer liability insurance with a limit of indemnity of not less than **£5,000,000** or in accordance with any legal requirement for the time being in force, if higher, in relation to any one claim or series of claims; and

* professional indemnity insurance with a limit of indemnity of not less than **£1,000,000** in relation to any one claim or series of claims and shall ensure that all professional consultants or sub-contractors involved in the provision of the Neutral Vendor Services hold and maintain appropriate cover;
* The cover shall be in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of the Call-Off Contract, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor.
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| 1. Contract Management
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| * 1. Management Report
 | As required by the Authority. |
| * 1. Meetings
 | As required by the Authority. |
| * 1. Commercially Sensitive Information
 | All project data, including the Approved Provider’s response |
| * 1. Processing of Personal Data
 | As per the Tender documentation on the Constellia portal.The Contractor shall comply with any further written instructions with respect to processing by the Customer. |
| 1. Schedule of documents
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| * 1. SCHEDULE OF DOCUMENTS
 | * ESN-Resilience-and-Security-Commercial-Envelope.xlsx
* ESN-Resilience-and-Security-Technical-Envelope.docx
* Statement-of-Requirements--Security-and-Resilience-V2.docx

**Service Provider’s Proposal:*** ESN-Resilience-and-Security-Commercial-Envelope-BBL- **Redacted under FOIA Section 40, Personal Information** -ESMCP\_Resilience\_Lead.xlsx
* ESN-Resilience-and-Security-Technical-Envelope-BBL- **Redacted under FOIA Section 40, Personal Information** -ESMCP\_Resilience\_Team\_Lead-v2.docx
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| 1. Other
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| * 1. **Special Conditions**
 | 1.      Clause 12.4.1 of the Call-Off Contract will be amended to read “Collateral warranties with the Customer shall only be provided where required by the statement of work pursuant to this Call-Off Contract.”2.      A new Clause 28.6 will be inserted in the Call-Off Contract which reads “Subject to clauses 28.1 and 28.5 the Contractors total maximum aggregate liability per claim or series of connected claims, whether in contract, tort (including negligence), breach of statutory duty or otherwise arising under or in connection with this Call-Off Contract shall not exceed in any circumstance the total sum of £2,000,000.”3.      Clause 18.5 of the Call-Off Contract (Payment) will be amended as follows: “30 days” shall be replaced with “14 days”.4.     The following clauses of the Call-Off Contract will not apply: Clause 17 (Time is of the essence), Clause 32.3 (Termination) and Clause 35 (Suspension). |

**IN WITNESS** whereof the Parties have entered into this Statement of Work on the date stated at the beginning of it.

Signed by /signer1text1/

for and on behalf of **Constellia Public Limited**

/signer1sn/

Date: /signer1ds/

Signed by /signer2text1/

for and on behalf of **Home Office**

 /signer2sn/

Date: /signer2ds/