

### Schedule 3 - Statement of Work (SOW), including pricing arrangements and Key Staff

#### Sch 3.1 SOW Details – Work Package 4

Date of SOW: 17<sup>th</sup> July 2018  
SOW Reference: DOS-SIMRS-4  
Buyer: Office for Nuclear Regulation  
Supplier: Axis 12 Ltd  
Release Type(s): Development  
Phase(s) of Development: Database, reports, logs and checks  
Work Package Completion Date: 4<sup>th</sup> September 2018  
Duration of SOW 50 calendar days

Charging Method(s) for this Work Package: Firm price, based on time and materials estimates for the Work Package.

3.1.1 The Parties will execute a SOW for each Work Package. Note that any ad-hoc Service requirements are to be treated as individual Work Packages in their own right (in addition to Work Packages 2-7 at the development stage); and the Parties should execute a separate SOW in respect of each.

3.1.2 The rights, obligations and details agreed by the Parties and set out in this SOW apply only in relation to the Services that are to be delivered under this SOW and will not apply to any other SOW's executed or to be executed under this Call-Off Contract unless otherwise agreed by the Parties.

#### Sch 3.2 Key Staff

3.2.1 The Parties agree that the Key Staff in respect of this Project are detailed in the table below.

3.2.2 Table of Key Staff:

Name	Role	Details
	NAC Project Manager	
	NAC Developer	
	Axis 12 Project Manager	

### Sch 3.3 Deliverables – Work Package 4

#### 3.3.1.

- Optimize database to store UK historic accountancy data and 30 years plus of future data (D)
- Verify that current and new reports have the proper document markings and encrypted data at rest does not (or has very little) impact on performance. (M)
- Verify that the user activity log module is logging activities on existing and new screens. (D)
- Update/add validation checks for completeness verification. (M)
- Update the document loader to store general safeguards files and link to them (D)

3.3.2. Deliverables shall be agreed and formally accepted by the ONR business design authority.

### Sch 3.4 Call-Off Contract Charges

3.4.1. As set out in the Call-Off Contract and the Project Plan.

3.4.2. The agreed day rates for Supplier staff or facilities are inclusive of any applicable expenses other than travel and subsistence expenses for required visits by Supplier staff to ONR premises in Bootle and London and exclusive of VAT and which were submitted to the Buyer during the Further Competition that resulted in the award of this Call-Off Contract.

3.4.3. Contingency as set out in the Call-Off Contract. The Supplier must obtain prior written approval from the Buyer before applying any contingency margin.

3.4.2. The Supplier shall provide a detailed breakdown of rates based on time and materials Charges and expenses, exclusive of VAT, with sufficient detail to enable the Buyer to verify the accuracy of the time and material Call-Off Contract Charges incurred.

The detailed breakdown for the provision of Services during the term of the SOW will include (but will not be limited to):

- a role description per Supplier Staff;
- a facilities description;
- the agreed relevant rate per day;
- any expenses charged, which are in line with the Buyer's expenses policy;
- the number of days, or pro rata for every part day, they were actively providing the Services during the term of the SOW; and
- the total cost per role / facility.

The Supplier shall also provide a summary which is to include:

- Total value of this SOW
- Overall Call-Off Contract value

Statement of Work (SOW) agreed under the  
Digital Outcomes and Specialists 2 Framework Agreement Call-off Contract for SIMRS

- Remainder of value under overall Call-Off Contract Charge

Where:

Remainder of value under overall Call-Off Contract Charge = overall Call-Off Contract value  
- sum of total value of all SOWs invoiced

- Whether there is any risk of exceeding Overall Call-Off Contract value (and thereby requiring a Contract Change Note (CCN) to continue delivery of Services).

3.4.3. If a capped or fixed price has been agreed for a SOW:

- The Supplier shall continue at its own cost and expense to provide the Services even where the agreed price has been exceeded; and
- The Buyer shall have no obligation or liability to pay for the cost of any Services delivered relating to this order after the agreed price has been exceeded.

3.4.4. Risk containment actions agreed in the Project Plan shall be included in the Charges where they are taken by the Supplier. The Parties agree that the assumptions, dependencies, representations, risks and contingencies documented in the agreed Project Plan and RAID register shall apply in relation to the Charges.

3.4.5. Any changes to the Supplier Staff (not applicable to Lot 3 Services) should be agreed with the Buyer and covered by a separate SOW where it cannot be accommodated within an existing SOW.

3.4.6. Multiple SOWs can operate concurrently.

3.4.7. The Supplier shall keep accurate records of the time spent by the Supplier staff in providing the services and shall provide records to the Buyer for inspection on request (not applicable to Lot 3 Services).

### Sch 3.5. Call-Off Contract Extension Period

Where the Buyer has specified an Extension Period in the Order Form, the Parties agree that an Extension Period of up to 25% of the initial Call-Off Contract Period can be added to the term of the Call-Off Contract, to accommodate any changes to the Deliverables, or delay in meeting the Buyer's requirements. The Buyer must give the Supplier the minimum notice specified in the Order Form that an Extension Period is required, set out how long the Extension Period is to be, and obtain prior written approval from the Supplier before applying any Extension Period to the Call-Off Contract period.

### Sch 3.6. Agreement of statement of works

BY SIGNING this SOW, the parties agree to be bound by the terms and conditions set out herein:

For and on behalf of the Supplier:

Name and title:

[REDACTED]

Signature and date

For and on behalf of the Buyer:

Name and title:

[REDACTED]

Signature and date