Order Form

This Order Form is for the provision of the Call-Off Deliverables. It is issued under the DIPS Framework Contract with a unique reference number starting with RM6249. The DIPS Framework and this Call-Off Contract are to be for the delivery of Outcomes only. This Framework is not for the request and delivery of resource. If specific resources are needed alternative sourcing methods must be used.

During the Call-Off Contract Period, the Requirement Holder and the Supplier may agree and execute a Statement of Work (in the form of the template set out in Appendix 4 to this Framework Schedule 6 (Order Form Template, Statement of Requirements Template)). Upon execution of any Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

The Parties agree that when the Requirement Holder seeks further Deliverables within the initial scope of the original Call-off contract from the Supplier that are not provided for in this Call-Off Contract, the Requirement Holder and Supplier will agree and execute a Call-Off Variation Form.

All capitalised terms in this Order Form shall have the meanings set out in Joint Schedule 1 (Definitions) unless otherwise stated.

1a. Identific	ation								
Call-Off Lot			Lot 2 -	<mark>- Dev, A</mark> j	o <mark>ps, UX, De</mark>	v Ops, Sys I	Design & Sup	port	
Call-Off Reference		RM6249 DIPS(S(2) 0117			1.0	Date	08/05/202 4	
Business Case Reference		Original FBC Number Amendment FBC Number	00021214						
Project / equipment for Services are in supported to the services are in			LMC		Urgent Cap (UCR)	ability Requ	irement		
Call-Off Contract title:	Defence Le	earning and Man	agement Ca	pability [Developmen	t for FY 202	4/2025		
Call-Off Contract description:	Action of th	ne development p	plan for the d	levelopm	nent of new l	DLMC platfo	orms.		
1b. Contact Government Directorate / Organisation Title	details Ministry of	Defence		Name	of Supplier		CGI UK L	.imited	
Name of Requirement Holder's Authorised Representative		Under FOIA			of Supplier's			l Under F 40, Person ion	

Post title	Redacted Under FOIA Section 40, Personal Information	Post title		Commented [YLD(DCSC21]: Supplier to complete this and emaining sections of section 1b
Requirement Holder's Address	Redacted Under FOIA Section 40, Personal Information	Supplier Address	Redacted Under FOIA Section 40, Personal Information	
Postcode		Postcode		
Telephone	Redacted Under FOIA Section 40, Personal Information	Telephone	Redacted Under FOIA Section 40, Personal Information	
Email	Redacted Under FOIA Section 40, Personal Information	Email	Redacted Under FOIA Section 40, Personal Information	
Unit Identification Number (UIN)		Value Added Tax (VAT) Code		
Resource Accounting Code (RAC)				_
Name of Requirement Holder's Project Lead	Redacted Under FOIA Section 40, Personal Information			
Requirement Holder's Secondary Contact Name	Redacted Under FOIA Section 40, Personal Information	Supplier Secondary Contact Name	Redacted Under FOIA Section 40, Personal Information	
Requirement Holder's Secondary Contact Role	Redacted Under FOIA Section 40, Personal Information	Supplier Secondary Contact Role	Redacted Under FOIA Section 40, Personal Information	
Requirement Holder's Secondary Contact Email	Redacted Under FOIA Section 40, Personal Information	Supplier Secondary Contact Email	Redacted Under FOIA Section 40, Personal Information	
Date that the Statem Requirements was i		eadline for Requirement Holder upplier's Call-Off Tender	's receipt of	

1c. Statement of Requirements (SOR) (This section 1c. to be completed in full OR a complete SOR to be attached in Appendix 7 of this document) Unique Order Number (defined by delivery team) 0 SOR version issue number 1.0 SOR dated

SOR title

Background/justification for Call-Off Contract

The Defence Learning & Management Capability (DLMC) Programme has responsibility for delivering the next generation of Learning Management & Delivery (LM&D) information services in Defence. It received Outline Business Case (OBC) approval in 2021 to develop the blueprint and roadmap for digital services to supporting Defence's needs for learning governance, administration, delivery and reporting.

The core Defence LM&D solutions are TAFMIS (Training Administration and Finance Management Information System) and DLE (Defence Learning Environment). TAFMIS is mandated by JSP822 as the Military Training MIS (Management Information System) (where it is available) and DLE is the primary virtual learning environment for individual e-Learning and increasingly is being used to support blended learning pan-Defence for civilian and military users.

DLE is a modern Virtual Learning Environment built around the open-source Moodle Learning Management System. It is managed in-house by Defence Digital Foundry (DDF), with a technical support partner providing specialist subject matter expertise.

TAFMIS has been developed incrementally by a single supplier over a period of more than 20 years. TAFMIS is highly bespoke and has been delivered primarily through a series of single source contracts. For the last five years, support for this capability has been brought in-house to the Army Digital Services team eliminating a dependency on a prime contractor.

Since receiving OBC approval, the Programme team has completed Discovery into the Business Services by undertaking user research with the end users of the services, informed by the overarching business needs. The DLMC Programme has completed the Discovery phase and has endorsed Service Blueprints for each Business Service. Key assumptions to test have been identified and work is underway within the Programme team to investigate those impacting policy or business change.

Alpha investigations have been completed into the View Learning Record service, the Cross-Course Analytics requirements (part of the Analyse Learning Data) service and the enabling Integration Platform service. These are now ready for progressing into Beta development and delivery.

Defence Digital Foundry People Products and Services (DDFPPS) requires Technical and User Centred Design support to progress this Beta delivery and to investigate and Alphas phase work to analyse key assumptions in support of identifying the most appropriate technical solution(s) to meet the user needs and business requirement. The Alpha work will deliver proposals for future Beta work that will be subject to further approvals for delivery in FY25-26.

The key stakeholders for this requirement are:

- Defence Lead User & Product Owner: Based in the Talent, Skills, Learning & Development (TSLD) function within Defence People (Head Office), the Defence Lead User is responsible for coherence of the requirement across Defence, with Lead Users in each fron line command.
- DLMC Programme Office: Based in HQ Army, Andover, the Programme office is responsible for managing the programme, securing approvals and funding and enabling benefits to be realised by the pan-Defence stakeholders
- DLMC Architecture Team: Operating within the DLMC Programme Office, the Architecture team (comprising Business, Data and Technical Architects) are responsible for the overall high-level design for the capability and represent in the business in the day-to-day engagement with the delivery teams, acting in a proxy Product Owner role
- DLMC Business Alpha Teams: Operating within the DLMC Programme Office, these teams are
 responsible for investigating and analysing policy, process and business change assumptions from
 Discovery through ongoing user research and testing of possible solution concepts

The DLMC Architecture Team is also responsible for bringing all Alpha findings together into coherent proposals for Beta delivery in FY25-26.

DLMC Business Services

The eight business services are summarised below:					
Service	Description				
Commission	The service supports the Training Requirements Authority and Training Delivery				
Requirement & Update	Authority to manage the commissioning and update of learning requirements /				
Learning Activity	activities throughout their lifecycle in accordance with policy.				

Administer Learning Provision	This service will allow Defence to plan, schedule and book learning activities, including all resources, as well as manage the day to day running of a learning establishment (e.g. a Defence school).
Deliver Learning Activity	This service supports the end-to-end process of delivering learning. The service will provide users with access to timetables and teaching materials and the ability to communicate and share learning materials.
Undertake Learning Activity	This service will support Learners in undertaking learning activities, including finding appropriate learning activities to support Learners' continuous professional development (CPD) and in ensuring that either they, or personnel under their responsibility, gain the competences and skills to be fit for their current and future roles.
Assure Learning Activity	The service will assist users to carry out internal (within a learning establishment) and external validation of learning activities, as well as execute a comprehensive audit of learning processes. It will support the management of risks and the holding to account of learning providers and trainers
Manage Learner Throughput	This service will support Defence in managing organisational learning demand, including the update and monitoring of the Statement of Training Requirement/ Task. This will allow monitoring of the flow of service personnel through the training they are required to undertake to be considered gains to trained strength (GTS) and inform adjustments to targets for recruiting specific trades.
Analyse Learning Data	The service will enable the querying, analysis and sharing of learning data; allowing delivery of scheduled reports and carrying out ad-hoc analysis.
View Learning Record	This service will allow users to track the competencies and skills its Learners have gained throughout their career, identify gaps in their current learning, and to track the progression of Learners through their learning.

Alpha Phase - Supporting Documentation Redacted Under FOIA Section 43, Commercial Interests

Beta Phase – supporting documentation Redacted Under FOIA Section 43, Commercial Interests

Description of Services to be provided under the Call-Off Contract

Related to the above, the services to be provided under this contract include:

- Outcome 1: Determine the most appropriate solution to meet the user needs and business
 requirements solving problems related to the Commission Requirement & Update Learning Activity
 (CRULA), Administer Learning Provision (ALP) and Manage Learner Throughput (MLT) Business
 Services, building on and aligning to work conducted in Discovery, constrained by DSM and GSM by
 October 2024
- Outcome 2: Delivery to a limited cohort of users by March 2025 of the first releases of the View
 Learning Record and Cross-Course Analytics services, underpinned by integration platform (incl. data
 validation service)

Activities required to be undertaken under the Call-Off Contract

Activities include:

Transitioning 5 activities from the Discovery Phase into the Alpha Phase and 3 from the Alpha Phase to the Beta Phase as defined in the recommendations within the Alpha papers. This activity must be aligned to the <u>Defence Service Manual (DSM)</u> and <u>Government Service Manual (GSM)</u> guidelines. **The delivery of the Alphas must be run in parallel with the Betas**.

Alpha Delivery

Conduct a thorough review of all findings, research, and user insights gathered during the Discovery
Phase of each Alpha detailed above.
 Collected above.

- Collaborate with the Defence Digital Foundry People Products and Services (DDFPPS) team to define clear objectives, success criteria, and key performance indicators (KPIs) for the Alpha Phase.
- Develop an Alpha Proposal for each activity outlining the proposed features, functionalities, and scope of work for the Alpha Phase.
- Design and prototype user journeys, interfaces, and service components as necessary to demonstrate proposed solutions.
- Conduct user testing and iterate on designs based on user feedback, ensuring alignment with user needs and expectations.
- Create documentation including user personas, user stories, and technical specifications to support the development process.
- Provide regular progress updates and participate in collaborative workshops and meetings with the People Products and Services team and the DLMC team.
- Deliver an Alpha Assessment report detailing the outcomes of the Alpha Phase, including insights, lessons learned, and recommendations for further development.
- Develop Beta Proposal(s) outlining the scope, timeline, and resource requirements for the Beta
 Phase, in accordance with the Defence Service Manual and Government Service Manual.

Beta Delivery

- Evaluate the outcomes of the 3 previously completed Alpha phases against the defined success criteria of the Alpha-Key Assumptions. Delivery of the first release of new components, focusing on the Integration Platform (IP), Manage Learner Record (MLR), and Cross Course Analytics (CCA).
 - Work closely with the DDFPPS team to prioritise features and functionalities for inclusion in the Beta Phase based on user feedback and desired outcomes.
 - Explore opportunities for innovation in how these components are achieved, optimising and iterating on existing systems where possible.
 - Implement iterative development processes, incorporating user feedback and insights to refine and enhance the service.
 - Conduct rigorous testing to ensure the stability, performance, and security of the service across various Defence user environments and scenarios.
 - Ensure that the new components align with Defence's operational requirements and support the desired ways of working.
 - Collaborate with the DDFPPS team to prepare for the Beta Assessment, including gathering evidence and documentation required for assessment.
 - Provide ongoing support and maintenance as necessary during the Beta Phase, addressing any issues or concerns that arise.
 - Where appropriate and with agreement, take delivery through the Beta Service Assessment.
 - Prepare recommendations for continuous improvement and future transition to live services.

Reporting

Reporting will be in accordance with the governance structures established by the Defence Digital Foundry
and the DLMC Programme, participating in regular meetings, reviews, and reporting activities as required.

Constraints

Foundry products and services are delivered in accordance with the Defence Service Manual and the principles of the <u>government's service standard</u> using agile ways of working to deliver effective, user-centred products and services.

The supplier must work within the Foundry D2S pipeline service for development and deployment. https://foundry.service.mod.gov.uk/defence-developer-services/

The Supplier must work in partnership with Foundry, DLMC programme and the Customer, and must follow these established ways of working including but not limited to agile delivery and using a user centred design (UCD) approach. Foundry ways of working evolve as we continually improve in agreement with the Authority team.

Where appropriate and necessary, delivery will be subject to <u>service assessments</u>. These may be held by MOD or CDDO. This <u>defined approach</u> must be factored into the supplier's joint delivery planning with the Foundry.

The supplier's approach to Security assurance must continue to follow MOD's Secure by Design process.

The Hardware and Devices provided by the Foundry team is OUT OF SCOPE for this tender, as are other learning platforms such as the Defence Learning Environment and the content on those platforms. Outputs to be provided under the Call-Off Contract

Outcome 1: Technical support to the completion of the DLMC Service Design Alpha Phase This Outcome seeks to mature understanding of the solution approach and level of risk to be taken into the build (Beta) phase and to validate that needs will be best addressed by the proposed approaches. The information generated through this work will support by the supplier under this call-off contract will enable the DLMC Programme to develop a business case for delivery of new / updated digital capabilities and therefore the information developed during these investigations must enable the Programme to make an evidenced business case, in accordance with JSP655 for investment in the Beta phase and beyond. It is therefore imperative that the supplier works collaboratively with the DLMC Programme Team, and any supplier acting as its agent, towards this goal.

The supplier will use User Centred Design principles, aligned to the Defence Service Manual and Government Service Manual to investigate solution concepts to meet DLMC Architecture Principles and High Level Solution Architecture, by testing key assumptions and risks that have been identified during the Discovery Phase. The Service Blueprints, for all eight DLMC Business Services, have been endorsed by the business defining the problem(s) to be solved and the significant user needs to be met.

Outputs

The identified areas requiring further technical investigation and analysis are outlined in the following table.

Business Service	Investigation Title	Description			
General	Workflow	Investigation into the viability and suitability of a			
		workflow service that supports the DLMC			
		architecture vision			
Commission	Training Needs Analysis (TNA)	Investigation into how the TNA user needs can			
Requirement &		be met as no suitable COTS or open-source			
Update Learning		option has been identified to date			
Activity (CRULA)	Training Design	Investigation into how the Training Design user			
		needs can be met as no suitable COTS or open-			
		source option has been identified to date			
Manage Learner	Training Plan	Investigation into how the Training Plan user			
Throughput		needs can be met as no suitable COTS or open-			
		source option has been identified to date			
	Training Demand	Investigation into how the Training Demand user			
		needs can be met as no suitable COTS or open-			
		source option has been identified to date			
	Pipeline Management	Investigation into how the Pipeline Management			
		user needs can be met as no suitable COTS or			
		open-source option has been identified to date			

Administer Learning Provision	Interfaces with Other DLMC Services	Investigation into the interfaces and data requirements for the ALP service to inform API scope and scale
	elds further requirements for ne rities and impact to the agreed p	w investigations, the supplier and Defence Digital programme of work.
	ndertaken, the supplier is to pro- detailing, as a minimum:	vide the following outputs:
	ry of the problem investigated	
	the investigation undertaken ar	nd the key findings
		ncluding high-level implementation considerations
e. Stakeholo f. Lessons	ders / Users engaged (incl. conta identified	act details)
		Artefacts, including but not limited to:
a. Service E b. Persona	Blueprint(s) relating to the investi	gation completed
	ds catalogue	
d. User Jou	rney(s) keholder interview transcripts o	ropordingo
 Suggested upda 	tes to the DLMC Architecture art	efacts, including but not limited to:
		ng Application Services and Functions), Transition
	ervice Realisation Views ogical data model, data taxonom	y and dictionary, information exchange needs.
c. Technica	– logical architecture	
	recommendations / conclusions	ere appropriate) used to demonstrate and provide
ollaboration with the DI	MC Programme team. The deliv	velop costed proposals for Beta delivery in very of these Beta proposals will be subject to further supplier is specifically required to support Defence
Development of responsibility		entation plans for the products within their area of
	delivery resource estimates for in nce Central Scrutiny and Approv	nclusion within the business cases, to the standards vals
 Development an proposals 	d validation of planning assumpt	tions relevant to Defence Digital supporting the Beta
 Specification of r 	equirements to support Authorit	y commercial processes for product selection of any
	-	
Digital Foundry. The sup		Service Assessments, undertaken by the Defence levelopment of evidence of meeting the Service and Delivery Manager.
All outputs are to be pro	vided in editable Microsoft appli	cations formats and stored in an agreed location on
This Outcome seeks to the heat is accepted by the heat is accepted by the heat of the heat	ousiness as 'Ready for Public Be	roducts to meet the DLMC user needs to a standard ta' – i.e. it is sufficiently developed, tested, iterated ted users. Delivery is to be done in alignment with th

The delivery of these products will enable the DLMC Programme to declare an 'initial operating capability' and provide evidence that the delivery model and approach can be scaled to meet the demands of this critical capability programme.

Outputs

- The outputs for the Beta delivery are:
 - Tested product for the DLMC Integration Platform enabling service, ready for use by the DLMC View Learning Record (output 2), Cross Course Analytics (output 3) and Defence Learning Environment services (existing BAU environment), including:
 - a. API Management
 - b. Event Management
 - c. Producer/Consumer architecture patterns for xAPI, TAFMIS and Learner Record services d. Data Validation
 - 2) Tested product for the DLMC View Learner Record service ready for Public Beta testing and development, including:
 - a. View own learning record access page (aligned to agreed wireframes)
 - b. Learner Record Producer API and Learning Record Consumer API
 - c. Learning Record datastore (in accordance with defined data model)
 - d. Validated learning records data from DLE and TAFMIS
 - e. Integration with DLMC Integration Platform (output 1) in the MODCLOUD ICE environment
 - 3) Tested product for the DLMC Cross Course Analytics services, encompassing:
 - a. xAPI Repository
 - b. xAPI Analysis toolset
 - c. Integration with DLMC Integration Platform (output 2) in the MODCLOUD ICE environment
 - d. Populated (on ongoing basis) by the DLE Moodle environment (hosted on MODCLOUD ICE)
 - 4) Design documentation supporting the delivered products
 - 5) Agreed and documented service wrap, meeting the Digital Foundry and Defence Digital requirements for services in Public Beta

All Beta deliverables must be delivered in accordance with Defence Digital Foundry technical guidelines and standards and will be subject to Digital Foundry and Defence Digital technical governance.

Knowledge Transfer

As part of the commitment to excellence, the supplier will actively promote and facilitate knowledge transfer from the supplier's team to the Defence Digital Foundry and Crown stakeholders.

Progress

Progress will be closely monitored and tracked in alignment with Defence Digital Foundry's Agile practices, ensuring transparency, adaptability, and the timely delivery of priority outcomes.

Acceptance/rejection criteria / provisions

Outcome 1: Alpha.

- Each technical investigation will be subject to the following acceptance criteria:
 - Has a robust process been followed to the investigation, considering different potential ways of solving the problem?
 - Have users been engaged in the testing of the proposed solutions?
 - Are conclusions and recommendations supporting by appropriate analysis and evidence?
 - Are conclusions and recommendations supported by the DLMC Programme Architecture function?
 - Where appropriate, has been subject to an Alpha Service Assessment(s) or equivalent that enabled Defence (and CDDO if required) to assure themselves that adherence to GDS UCD product delivery practice has been appropriately applied, given the constraints.

The support to the scope and specification of Beta proposals will be subject to the following acceptance criteria:

Are Beta proposals endorsed by the CTO Technical Design Authority?

•	Are proposals	for Beta well	defined and	deliverable?
•		IOI Dela Well	uenneu anu	

- · Have resources and requirements for software products been clearly articulated?
- Is the delivery roadmap aligned to the wider DLMC Programme delivery roadmap?
- Are implementation dependencies clearly understood and articulated?

Outcome 2: Beta

Each product will be subject to the following acceptance criteria:

- Have Defence Digital technical standards, policies and processes been followed?
- Have users tested the services and confirmed that user needs are met to an agreed standard?
- Does the delivered solution pass agreed quality assurance tests demonstrating functionality, reliability and
 performance as specified in the Alpha High Level Design documents?
- Have all critical issues identified during testing been resolved to the satisfaction of the Defence Digital Foundry team? Critical bugs/issues are ones that directly impact the functionality, security or usability of the software.
- Has all documentation relating to the design of the services been provided?
- Have appropriate and agreed training for end-users or support staff been conducted and known to be successful
 ensuring they can effectively operate and maintain the service?
- Have the Defence Digital Foundry team indicated their readiness to transition to operational use? (Public Beta)
- Where appropriate, has been subject to and passed sufficiently well a Beta Service Assessment(s) or equivalent that enabled Defence (and CDDO if required) to assure itself of adherence to GDS UCD product delivery practice and suitability to be used at scale.
- Does the solution seamlessly integrate with existing systems and infrastructure as specified with all interfacing requirements met?

Material KPIs / Critical Service Level Failure

As needs and requirements are understood more fully through UCD delivery, change is expected, regular discussion will be held between the Supplier, DDF and DLMC and the Customer will facilitate and endorse change that aims to improve value delivered to the user. Agreement to the scope of activities to be measured will be made between the Authority and the Supplier through the formal agile ceremonies.

The following Material KPIs shall apply to this Call-Off Contract in accordance with Framework Schedule 4 (Framework Management):

Material KPIs

The following KPI metrics shall be available to the Authority in a live dashboard or as a report provided to the Authority, not less than monthly, by a date to be specified by the Authority. Information in dashboards and / or reports shall cover a period ending not more than 48 hours before the date of issue.

KPIs shall include the following:

KPI ref	Description	Detail	Target
KPI01	delivered for outputs mutually agreed and committed to within the formal sprint meetings.	against each outcome mutually agreed and committed to by both Authority and Supplier at	Supplier must deliver agreed acceptance criteria for each mutually agreed and committed output at the end of every formal review and activity sign off.
KPI02	held and agreed plans provided within 5 working days	every 12 weeks and agreed plans provided within 5	Planning sessions held every 12 weeks and agreed plans provided within 5 working days

	Mobilisation of statement of work teams e contract, the Authority and d SLAs and agree continuou			longer de d in no g days ge d in no ng days
	re as specified in Annex A to Part A			
List all Requirement Holder Asse Holder at termination of the Call-	ts applicable to the Services that sh	all be issued to the Supplier an	d returned to the Require	ment
.digital (Google Workspac Atlassian Suite (Jira/Confl Github Enterprise ConceptBoard Slack MODCloud ICE	e) luence) ed with a MODnet account, e	evaluated on case by ca	se basis)	
Additional quality requirements & Schedules)	standards (in addition to any quality	requirements & standards det	ailed in the addition to the	e Call-off
From the Call-Off Start Date, the those referred to in Framework S additional Standards for this Call-	Supplier shall comply with the relev chedule 1 (Specification). The Requ Off Contract:			
N/A				
Authorised Representative, who this Contract through whom the p Both Parties shall pro-actively ma operate, maintain and amend, as	plier's Authorised Representative ar unless otherwise stated in this Orde orovision of the Services and the Go anage risks attributed to them under agreed with the Requirement Holde nt of issues; and (iii) monitoring and	r Form shall each also act as P ods shall be managed day-to-d the terms of this Call-Off Contr er, processes for: (i) the identific	roject Manager, for the pu ay. act. The Supplier shall de	urposes of evelop,
N/A		llauina Furthan Carranatitian un	data with actual datas)	
Call-Off Start Date	npetition enter anticipated dates. Fo	nowing runner Competition up	uale will actual dates)	
Call-Off Initial Period	8 Months			
Call-Off Expiry Date	31/03/2025			

Call-Off Optional Extension Period	2 Years			
Minimum notice period prior to a Call-Off Optional Extension Period	3 Months			
SOR approved by (Name in capital letters)	Redacted Under FOIA Section 40, Personal Information	Telephone	Redacted Under F Section 40, Person Information	
Directorate / Division	Redacted Under FOIA Section 40, Personal Information	Email	Redacted Under F Section 40, Person Information	
Organisation Role / Position	Redacted Under FOIA Section 40, Personal Information	Date	Redacted Under F Section 40, Person Information	
Approver's signature	Redacted Under FOIA Sect	ion 40, Personal Informatic	on	

Original FBC Number	Amendment FBC
(when known)	Number (if applicable)
00021214	N/A

1d. Key Deliverables Template Full details appear within the Statement of Requirement (SOR) above

Task Number	Activities to be undertaken and completed by the Supplier	Key Deliverables	Required Delivery Date	List all Requirement Holder Assets issued to Supplier (if required)	Acceptance Criteria	Price £ (Ex VAT)
1	Alpha Phase completed;	Beta Proposals Alpha Assessment Reports	Oct 24		As per; Key Assumptions to Test at Alpha Document	
2	Beta Phase completed;	Beta Proposals Beta Assessment Reports Documentation; CCA IP MLR	Mar 25		Detailed above under Acceptance/rejection criteria / provisions	

OFFICIAL SENSITIVE (when complete)

2. Call-Off Incorporated Terms

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

- 1 This Order Form including the General Conditions in section 2(b) and the Call-Off Special Terms in section 2(c).
- 2 Joint Schedule 1 (Definitions)
- 3 Any Statement(s) of Work (in the form of the template set out in Appendix 4 to this Framework Schedule 6 (Order Form Template, Statement of Requirements Template)) executed by the Requirement Holder and the Supplier with a corresponding Call-Off Contract reference
- 4 The following Schedules in equal order of precedence:
 - Joint Schedules
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - o Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 5 (Corporate Social Responsibility)
 - o Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules
 - Call-Off Schedule 2 (Staff Transfer)
 - o Call-Off Schedule 3 (Continuous Improvement)
 - o Call-Off Schedule 5 (Pricing Details and Expenses Policy)
 - o Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
 - o 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 17 (MOD Terms)
 - o Call-Off Schedule 25 (Ethical Walls Agreement)
 - Call-Off Schedule 26 (Cyber)
- 5 Core Terms (DIPS version)
- 6 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 Requirement Holder (as decided by the Requirement Holder and Commercial) 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. For the avoidance of doubt CGI's proposal (CGI Full Response to DF132 DLMC ITT dated 19th June 2024) shall form part of the Call-Off Contract. This proposal is embedded below:

Redacted Under FOIA Section 43, Commercial Interests

2a. Strategy	for procur	ement and evaluat	ion		
Further competition		Competitive award criteria to be used for			
Direct award		undertaking evaluation of proposal(s)	See	Quality Response Terr	plate
			70	Weighting (Price)	30
	Conditions				
	Edition 11/22				
	3 Edition 06/2 4 Edition 08/1				
	5 Edition 04/1				
	0 Edition 10/2				
	2A Edition 05/ 8 Edition 10/2				
	9 A Edition 09,				
2c. Call-Off S	Special Ter	rms			
The following Special	Terms are inc	orporated into this Call-Off	Contract:		
		•			
2d. Call-Off C					
Capped Time and Ma	、 ,				
Incremental Fixed Pr					
Time and Materials (T&M)					
Fixed Price					<u> </u>
A combination of two	or more of the	above Charging methods			
T&S is applicable					
Contract, the applical	ble rate card(s the Requirem	ding Subcontractors) are u) shall be incorporated into ent Holder a rate no greate n the Deliverables.	Call-Off Schedule 5 (Pr	ricing Details and Expens	es Policy) and the
Reimbursable Expe					
[See Expenses Policy	y in Annex 1 to	Call-Off Schedule 5 (Prici	ng Details and Expense	es Policy)	
2e. Payment	Method				
The payment methor the requirement hole		tract will be Monthly in A sed representitive.	Arrears via CP&F. All in	voices will also be sen	t electronically to
		on Plan if the Supplier fails in any given assessment		eed KPIs or SLAs as define	ned in section 1c o
within which the Supp must be provided in a correct a Default in lin Rectification Plan wit	blier shall mee accordance wit ne with an acc hin 10 days of	detail the improvements ai t and achieve the Service L h Clause 10.3 of the Core epted Rectification Plan, or the request may result in ti	Levels. The Rectification Terms and any failure to r failure to provide a he Buyer exercising its	n Plan o	
terminate the Contrac	ct in accordanc	ce with Clause 10.4 of the 0	Core Terms.		

OFFICIAL SENSITIVE (when complete)

Milestone/ Stage Payment number	Key Deliverable	Due Date	%	Milesto Payment £ (ex VA	value
2					
_					
3					
4					
5					
6					
7					
8					
FINAL Payment	Satisfactory delivery and final acceptance of all work in providing the Deliverables. (This final payment should include any costs held as retention based on % of the total cost.)				
		Total Contrac	t Value		

OFFICIAL SENSITIVE (when complete)

2g. Maximum Liability

The limitation of the Supplier's liability for this Call-Off Contract is stated in Clause 11.4 of the Core Terms.

2h. Requirement Holder's Environmental Policy

2i. Requirement Holder's Security Policy See Security Aspects letter and SoR

Where applicable, a Security Aspects Letter should be issued and executed alongside this Order Form.

2j.	Progress Report	s and meetings
Progre	ss Report Frequency	Quarterly

		Progress Meeting Frequency	Monthly
--	--	----------------------------	---------

2k. Quality Assurance Conditions			
According to the product or scope of the work to be carried out, the Supplier shall meet the following requirements:			
Allied Quality Assurance Publications (AQAP) 2110 – North Atlantic Treaty Organization (NATO) Quality Assurance Requirements for Design, Development and Production.			
Certificate of Conformity shall be provided in accordance with DEFCON 627 (Edn12/10).			
Deliverable Quality Plan requirements:			
DEFCON 602A (<i>Edn</i> 12/17) - Quality Assurance DEFCON 602B (<i>Edn</i> 12/06) - Quality Assurance without Quality Plan	\boxtimes		
AQAP 2105:2 – NATO Requirements for Deliverable Quality Plans			
Software Quality Assurance requirements			
Allied Quality Assurance Publications (AQAP) 2210 – North Atlantic Treaty Organization (NATO) Supplementary Software Quality Assurance Requirements to AQAP-2110 shall apply			
Air Environment Quality Assurance requirements			
Defence Standard (DEF STAN) 05-100 – Ministry of Defence Requirements for Certification for Aircraft Flight and Ground Running (Mandatory where flying and/or ground running of issued aircraft is a requirement of the Task)			
Relevant MAA Regulatory Publications (See attachment for details)			
Additional Quality Requirements (See attachment for details)			
Planned maintenance schedule requirement			
Supplier to provide a planned maintenance schedule as described in paragraph 8.1 of Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables).	\boxtimes		

2I. Key Staff

OFFICIAL SENSITIVE (when complete)

16

2m. Key Subcontractor(s)

2n. Commercially Sensitive Information

20. Cyber Essentials

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

2p. Implementation Plan

3. Charges

Estimated Contract Value (excluding VAT) for Call-Off Contract

Maximum Value not to Exceed £50,000,000. This is a limit of liability which includes provision for an extension. Each agreed statement of work shall add to the total value of the contract up to the agreed limit. The initial value shall be set in accordance with the proposal document and charges as detailed in Appendix 2.

4. Additional Insurances

NOT APPLICABLE

5. Guarantee

NOT APPLICABLE

6. 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)

OFFICIAL SENSITIVE (when complete)

 \boxtimes

7. Requirement Holder Commercial Officer Authorisation Redacted Under FOIA Section 40, Personal Information Redacted Under FOIA Order Form approved by Section 40, Personal Telephone (Name in capital letters) Information Redacted Under FOIA Section 40, Personal Information Redacted Under FOIA Section 40, Personal Information Directorate / Division Email Redacted Under FOIA Redacted Under FOIA Section 40, Personal Section 40, Personal Date Organisation Role / Position Information Information Approver's signature

8. Acknowledgement	t by Supplier			
Order Form acknowledged by (Name in capital <mark>letters)</mark>	Redacted Under FOIA Section 40, Personal Information	Telephone	Redacted Under FOIA Section 40, Personal Information	Commented [YLD(DCSC22]: Supplier to Sign
Supplier Name	CGI IT UK Ltd	Email	Redacted Under FOIA Section 40, Personal Information	
Supplier Role / Position	Redacted Under FOIA Section 40, Personal Information	Date	Redacted Under FOIA Section 40, Personal Information	
Approver's signature	Redacted Under FOIA Sec	tion 40, Personal Informa	tion	

9. Final Administration

On receipt of the Order Form acknowledgement from the Supplier, the Commercial Manager (who placed the order) <u>must</u> send an electronic copy of the acknowledged Order Form, together with any applicable Appendix 3 to this Schedule 6, directly to **DIPS Professional Services Team** at the following email address: <u>ukstratcomdd-cm-cct-dips-mail@mod.gov.uk</u>

OFFICIAL SENSITIVE (when complete)

	Appendix 1 to Schedule 6
	DEFFORM 111 (Edn 10/22)
Appendix 1 - Addresses	and Other Information
1. Commercial Officer Redacted Under FOIA Section 40, Personal	8. Public Accounting Authority
Information	 Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD 44 (0) 161 233 5397
	2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
2. Project Manager, Equipment Support Manager or PT Leader (from whom technical information is available)	9. Consignment Instructions The items are to be consigned as follows:
Redacted Under FOIA Section 40, Personal Information	
3. Packaging Design Authority	10. Transport. The appropriate Ministry of Defence
Organisation & point of contact:	Transport Offices are: A. DSCOM, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH Air Freight Centre
in Box 2)	IMPORTS 28 0.30 679 81113 / 81114 Fax 0117 913 8943 EXPORTS 29 0.30 679 81113 / 81114 Fax 0.117 913 8943 933 934
	Surface Freight Centre IMPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946 Fax
	EXPORTS 2 030 679 81129 / 81133 / 81138 Fax 0117 913 8946
4. (a) Supply / Support Management Branch or Order	B. JSCS
Manager: Branch/Name:	JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)
室	JSCS Fax No. 01869 256837 Users requiring an account to use the MOD Freight Collection Service should contact <u>UKStratCom-DefSp-</u>
(b) U.I.N.	RAMP@mod.gov.uk in the first instance.
5. Drawings/Specifications are available from	11. The Invoice Paying Authority Ministry of Defence [®] 0151-242-2000 DBS Finance [®] Walker House, Exchange Flags Fax: 0151-242-2809 Liverpool, L2 3YL ^{Website} is: ^{https://www.gov.uk/government/organisations/ministry-of- ^{defence/about/procurement}}
6. Intentionally Blank	12. Forms and Documentation are available through *: Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site Lower Arncott Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824) Applications via fax or email: Leidos-FormsPublications@teamleidos.mod.uk
7. Quality Assurance Representative: Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.	* NOTE 1. Many DEFCONs and DEFFORMs can be obtained from the MOD Internet Site: <u>https://www.kid.mod.uk/maincontent/business/commercial/in</u> <u>dex.htm</u>
AQAPS and DEF STANs are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <u>http://dstan.gateway.isg-r.r.mil.uk/index.html</u> [intranet] or <u>http://www.dstan.mod.uk/</u> [extranet, registration needed].	2. If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.
Unicial	

Official

Appendix 2 to Schedule 6

Appendix	x 2 – Supplie	r's Quotatio	on - Charge	s Summary				Commented [YLD(DCSC23]: Supplier to complete
1. To: Redacted Information	d Under FOIA Se	ction 40, Person		Redacted Under Information	r FOIA Se	ection 40,		
Date of tender se	ubmission:							
In response to th reference RM62	ne Order Form requi 49 DIPS(2) 0117	est for a quotatior	n	Dated 10/07/20	24			
	e undertaken and o to provide the resou appropriate)							
Name: (Block Ca	apitals)		Signe	ed:				
Date: 2. Call-O	Iff title: Defence Le	orning and Mana	acmont Canab		for EV 202	4/2025		
2. Call-O		aming and Mana	agement Capab			4/2025		
3. Suppli	er Unique Referenc	e Number: 7015	578821.6					
4. Start D	Date:	08/07/2024	Co	mpletion Date:	31/03/20	25		
5a. Manpower/Re	sources							L
Broad Capability Area Number	Grade	Daily rate quoted at ITT	Daily rate quoted for this task	Reduction on original ITT rate	No of Days	Total		
	Redacted	Under FOIA Se	ection 43, Com	mercial Interest	s	2,789,777	.20	
5b. Travel	(Estimated expend	diture on:)	Unit cost	Number of Journeys / M		Total		
	Rail Motor Mileage (max 30p per mile Air Sea	incl VAT)	Redacted U	Jnder FOIA Sec Interest		ommercial		
5c. Subsistence	(Estimated expend	diture on:)	Unit cost	Number of Night / Days		Total		
	Accommodation (max £100 per nig Meals (max £5 for £22.50 for an eve including all drinks	lunch and/or ning meal,	Redacte	ed Under FOIA	Section 43	8, Commerc	ial	

ſ		Miscellaneous costs (please define below)			
			The above T&S costs relate to the period	to	
		Subcontractor price	-		
	5d.Other Costs	Subcontractor Details			
		Redacted Under FOIA Section 43, Commercial Interests			
	Total Charges f	or completion of Call-Off Contract Deliverables	£2,789,777.20	(excl. VAT)	

Appendix 3

This section is reserved for statements of work included in the contract, using the template available in appendix 4.

Appendix 4 (Template Statement of Work)

1. Statement of Work (SOW) Details

Upon execution, this SOW forms part of the Call-Off Contract (reference below). All capitalised terms in this SOW shall have the meanings set out in Joint Schedule 1 (Definitions) unless otherwise stated.

The Parties may execute a SOW for any set of Deliverables required. For any ad-hoc Deliverables requirements, the Parties may agree and execute a separate SOW, or alternatively agree a Variation to an existing SOW.

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

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:

SOW Title:

SOW Reference:

Call-Off Contract Reference:

Requirement Holder:

Supplier:

SOW Start Date:

SOW End Date:

Duration of SOW:

Key Personnel (Requirement Holder):

Key Personnel (Supplier):

Subcontractors:

2. Call-Off Contract Specification – Deliverables Context

SOW Deliverables Background: [Insert details of which elements of the Deliverables this SOW will address]

Delivery phase(s): [Insert item and nature of Delivery phase(s), for example, Discovery, Alpha, Beta or Live]

Overview of Requirement: [Insert details including Release Type(s), for example Ad hoc, Inception, Calibration or Delivery]

3. Requirement Holder Requirements - SOW Deliverables

Outcome Description:

Milestone Ref	Milestone Description	Acceptance Criteria	Due Date
MS01			
MS02			

Delivery Plan:

Dependencies:

Supplier Resource Plan:

Security Applicable to SOW:

The Supplier confirms that all Supplier Staff working on Requirement Holder Sites and on Requirement Holder Systems (as defined in Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables) and Deliverables, have completed Supplier Staff vetting in accordance with any applicable requirements in the Contract, including Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security).

[If different security requirements than those set out in the Contract apply under this SOW, these shall be detailed below and apply only to this SOW:

[Insert different security requirements if necessary]]

SOW Standards:

[Insert any specific Standards applicable to this SOW]

Performance Management:

[Insert details of Material KPIs that have a material impact on Contract performance]

The following Material KPIs shall apply in accordance with Framework Schedule 4 (Framework Management):

Material KPIs	Target	Measured by

4. Charges

Call Off Contract Charges:

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

- [Capped Time and Materials]
- [Incremental Fixed Price]
- [Time and Materials]
- [Fixed Price]
- [2 or more of the above charging methods]

[Requirement Holder to select as appropriate for this SOW]

The estimated maximum value of this SOW (irrespective of the selected charging method) is **£[Insert detail]**.

Rate Cards Applicable:

[Insert SOW applicable Supplier and Subcontractor rate cards from Call-Off Schedule 5 (Pricing Details and Expenses Policy), including details of any discounts that will be applied to the work undertaken under this SOW.]

Reimbursable Expenses:

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

[Reimbursable Expenses are capped at **[£[Insert]** [OR **[Insert]** percent (**[X**]%) of the Charges payable under this Statement of Work.]

[None]

[Requirement Holder to delete as appropriate for this SOW]

5. Signatures and Approvals

Agreement of this SOW

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 3 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:

Title:

Date:

Signature:

For and on behalf of the Requirement Holder

Name:

Title:

Date:

Signature:

Confidentiality Undertaking

Employee:

Name of Employer:

MOD Contract/Task No:

Title:

1. I, the above named employee, confirm that I am fully aware that, as part of my duties with my Employer in performing the above-named Contract, I shall receive confidential information of a sensitive nature (which may include particularly commercially sensitive information), whether documentary, electronic, aural or in any other form, belonging to or controlled by the Secretary of State for Defence or third parties. I may also become aware, as a result of my work in connection with the Contract, of other information concerning the business of the Secretary of State for Defence or third parties, which is by its nature confidential.

2. I am aware that I should not use or copy for purposes other than assisting my Employer in carrying out the Contract, or disclose to any person not authorised to receive the same, any information mentioned in paragraph 1 unless my Employer (whether through me or by alternative means) has obtained the consent of the Secretary of State for Defence. I understand that "disclose", in this context, includes informing other employees of my Employer who are not entitled to receive the information.

3. Unless otherwise instructed by my Employer, if I have in the course of my employment received documents, software or other materials from the Secretary of State for Defence or other third party for the purposes of my duties under the above Contract then I shall promptly return them to the Secretary of State for Defence or third party (as the case may be) at the completion of the Contract via a representative of my Employer who is an authorised point of contact under the Contract and (in the case of information referred to under paragraph 1 above) is also authorised under paragraph 2. Alternatively, at the option of the Secretary of State for Defence or the third party concerned, I shall arrange for their proper destruction and notify the above authorised point of contact under the Contract to supply a certificate of destruction to the Secretary of State for Defence. Where my Employer may legitimately retain materials to which this paragraph applies after the end of the Contract, I shall notify the authorised representative of my Employer to ensure that they are stored, and access is controlled in accordance with my Employer's rules concerning third party confidential information.

4. I understand that any failure on my part to adhere to my obligations in respect of confidentiality may render me subject to disciplinary measures under the terms of my employment.

Signed:

Date:

Appendix 6

Security Aspects Letter

OFFICIAL SENSITIVE (when complete) Official

29

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

Appendix 7

OFFICIAL SENSITIVE (when complete) Official

30

1.1. Schedule 7 - GDPR Information

This schedule reproduces the annexes to the GDPR schedule contained within the Framework Agreement and incorporated into this Call-off Contract.

1.2. Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Buyer at its absolute discretion.

- 1.1 The contact details of the Buyer's Data Protection Officer are: Secretary of state for Defence (The authority)
- 2.1 The contact details of the Supplier's Data Protection Officer are:
- 3.1 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 4.1 Any such further instructions shall be incorporated into this Annex.

Description	Details		
Identity of Controller for each Category of Personal Data	The Buyer is Controller and the Supplier is Processor The Parties acknowledge that in accordance with paragraph 2- 15 Framework Agreement Schedule 4 (Where the Party is a Controller and the other Party is Processor) and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:		
	 The scope of personal data will be limited names, training data, staff/service numbers. The Supplier is Controller and the Buyer is Processor 		
	 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Buyer is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data: The scope of personal data will be limited names, 		
	The Parties are Joint Controllers		
	The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:		

Schedules)	
	 The scope of personal data will be limited names, training data, staff/service numbers.
	The Parties are Independent Controllers of Personal Data
	 The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of: 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 Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer's duties under the Contract) for which the Buyer is the Controller, The scope of personal data will be limited names, training data, staff/service numbers.
Duration of the Processing	As contract dates
Nature and purposes of the Processing	There will be no access to personal data apart from names, training data, staff/service numbers.
Type of Personal Data	First name and last name, email addresses and service/staff numbers.
Categories of Data Subject	Personnel, training data
Plan for return and destruction of the data once the Processing is complete	All data processed outside of the training systems as part of the programme will be dele
UNLESS requirement under Union or Member	

State law	:0				
preserve t	hat type				
of data					