Digital Outcomes and Specialists 5 (RM1043.7)

Framework Schedule 6 (Order Form)

Version 2

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

Order Form

Call-Off Reference: 14469

Call-Off Title: Counter Improvised Explosive Device (C-IED) Training and Assurance Application

Call-Off Contract Description: MOD require an app developer to create an app to support the training and assurance of service persons using ground search detectors in a counter improvised explosive device (C-IED) role.

The Buyer: Ministry of Defence

Buyer Address: Aviation House, 125 Kingsway, London, WC2B 6NH

The Supplier: Modux Limited

Supplier Address: St Nicholas House, 31-34 High Street, BRISTOL, BS1 2AW

Registration Number: [redacted]

DUNS Number: [redacted]

SID4GOV ID:

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

Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 1 June 2021.

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

Digital Outcomes Suppliers will provide Supplier Staff to create teams of individuals to research, test, design, build, release, iterate, support and/or retire a digital service. Buyers will define their specific requirements in their Statement of Requirements.

The Supplier must:

work according to the Technology Code of Practice

- work according to the GDS Service Manual
- understand what it means to work on one of the Discovery, Alpha, Beta, Live or Retirement phases described in the GDS Service Manual

The Supplier must provide Services within one or more of the following capabilities:

user experience and design

- performance analysis and data
- security
- service delivery
- software development
- support and operations
- testing and auditing
- user research

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:

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

- Joint Schedules for RM1043.7
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 6 (Key Subcontractors)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data) RM1043.7
    - Joint Schedule 12 (Supply Chain Visibility)

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 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 15 (Call-Off Contract Management)
    - 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

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

Call-Off Start Date: 1 June 2021

Call-Off Expiry Date: 2 July 2021

Call-Off Initial Period: 5 weeks

Call-Off Optional Extension Period: 5 weeks

Minimum Notice Period for Extensions: 2 weeks

Call-Off Contract Value: [redacted]

Call-Off Deliverables

Name of Deliverable: Counter Improvised Explosive Device (C-IED) Training and Assurance Application

Quantity: 1 x software

Delivery Date: by 5 July 2021

Location: Aviation House, 125 Kingsway, London, WC2B 6NH

Details:

You are asked to develop a system that allows a Counter Improvised Explosive Device (CIED) trainer to train and quantitatively assess a trainee in real-time, and for the data produced to be stored to allow analysis of the capabilities of individuals and the whole force.

The Authority has developed a prototype CIED tool taking the form of an iPhone 12 Pro in a custom mount to maintain realistic size and weight. We have produced 4 of these. They will be swung in the same way as a real detector, and can output any data that the iPhone 12 Pro has access to - LIDAR, cameras, accelerometer, GPS, WiFi & Bluetooth etc. Quantitative data will be generated during baseline trials to provide data on what a 'good' swing looks like in terms of speed, acceleration, and height off the ground, as well as spacing between individuals. This data will need to be streamed in real time to the trainer for their evaluation. The individual trainee should also have the ability to self-learn using feedback from the tool (via the phone display) without a trainer. The ability to 'plant' a virtual IED in a specific geospatial spot for the trainee to discover (assuming good quality swings) is a desired feature.

The trainer overseeing the trainee(s) will have access to a handheld screen (this will be provided in the form of an iPad if you wish to use this). The trainer should be able to see the output from the training tools in the current session in real time. This output will be displayed in a manner that makes it easy to tell what the trainee is doing well and what areas they need to change to improve (swing height, swing speed, spacing etc). This data should also be available for the trainee on their device should they be training on their own.

The data from each trainee should be stored for later evaluation. Over time, this will build up a database of each training session and each trainee. The commander should be able to run reports on the system, to look at the progress of a specific trainee over time and the entire force's training level and qualifications at a point in time. For the purposes of reducing the complexity of this system, we are content to use anonymised data to remove GDPR issues.

This system is intended as a proof of concept, to demonstrate that digitising our current system in this manner has value and is worth further funding and development. This will be tested in trials at Bicester once the software is developed, comparing its performance

against the current system. As such the system we are asking you to develop will not be expected to scale beyond 4x detectors and 1x display. Certain design decisions can therefore be made to reduce the development time, for example using a locally stored database rather than a server based one.

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 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

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

None

Payment Method

This shall be paid through CP&F.

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

Danny Rigby

Managing Director

07554111346

danny@modux.co.uk

Modux, 31-34 High St, Bristol, BS1 2AW

Supplier's Contract Manager

Danny Rigby

Managing Director

07554111346

danny@modux.co.uk

Modux, 31-34 High St, Bristol, BS1 2AW

Progress Report Frequency

Every two weeks from contract commencement

Progress Meeting Frequency

Every two weeks from contract commencement

Key Staff

Danny Rigby

Managing Director

danny@modux.co.uk

Modux, 31-34 High St, Bristol, BS1 2AW

Dr Robert Guest

Technical Lead

rob@modux.co.uk

Modux, 31-34 High St, Bristol, BS1 2AW

[**Insert** Worker Engagement Route (including whether inside or outside IR35 and whether there is a requirement to issue a Status Determination Statement)]

Key Subcontractor(s)

NONE

Commercially Sensitive Information

[redacted]

Additional Insurances

Not applicable

Guarantee

Not applicable

Social Value Commitment

Not applicable

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: *Danny Rigby* [signed electronically]

Name: Danny Rigby

Role: Managing Director

Date: 1/06/2021

For and on behalf of the Buyer:

Signature: *Hannah Price* [signed electronically]

Name: Hannah Price

Role: Commercial Manager

Date: 1/06/2021

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 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: 1 June 2021

SOW Title: Counter Improvised Explosive Device (C-IED) Training and Assurance Application

SOW Reference: 001

Call-Off Contract Reference: 14469

Buyer: Ministry of Defence

Supplier: Modux Limited

SOW Start Date: 1 June 2021

SOW End Date: 2 July 2021

Duration of SOW: 5 weeks

Key Personnel (Buyer): Hannah Price, Chris Cowie, Mark Bennett

Key Personnel (Supplier): Danny Rigby, Rob Guest

Subcontractors: None

2 Call-Off Contract Specification – Deliverables Context

SOW Deliverables Background:

You are asked to develop a system that allows a Counter Improvised Explosive Device (CIED) trainer to train and quantitatively assess a trainee in real-time, and for the data produced to be stored to allow analysis of the capabilities of individuals and the whole force.

The Authority has developed a prototype CIED tool taking the form of an iPhone 12 Pro in a custom mount to maintain realistic size and weight. We have produced 4 of these. They will be swung in the same way as a real detector, and can output any data that the iPhone 12 Pro has access to - LIDAR, cameras, accelerometer, GPS, WiFi & Bluetooth etc. Quantitative data will be generated during baseline trials to provide data on what a 'good' swing looks like in terms of speed, acceleration, and height off the ground, as well as spacing between individuals. This data will need to be streamed in real time to the trainer for their evaluation. The individual trainee should also have the ability to self-learn using feedback from the tool (via the phone display) without a trainer. The ability to 'plant' a virtual IED in a specific geospatial spot for the trainee to discover (assuming good quality swings) is a desired feature.

The trainer overseeing the trainee(s) will have access to a handheld screen (this will be provided in the form of an iPad if you wish to use this). The trainer should be able to see the output from the training tools in the current session in real time. This output will be displayed in a manner that makes it easy to tell what the trainee is doing well and what areas they need to change to improve (swing height, swing speed, spacing etc). This data should also be available for the trainee on their device should they be training on their own.

The data from each trainee should be stored for later evaluation. Over time, this will build up a database of each training session and each trainee. The commander should be able to run reports on the system, to look at the progress of a specific trainee over time and the entire force's training level and qualifications at a point in time. For the purposes of reducing the complexity of this system, we are content to use anonymised data to remove GDPR issues.

This system is intended as a proof of concept, to demonstrate that digitising our current system in this manner has value and is worth further funding and development. This will be tested in trials at Bicester once the software is developed, comparing its performance against the current system. As such the system we are asking you to develop will not be expected to scale beyond 4x detectors and 1x display. Certain design decisions can therefore be made to reduce the development time, for example using a locally stored database rather than a server based one.

Delivery phase(s): Alpha

Overview of Requirement:

Within the MOD, training with Counter Improvised Explosive Device (CIED)/Mine detectors does not currently generate or use quantitative data to support the training and assurance processes necessary to impartially evidence that service personnel are using equipment at the standard to deploy on operations. A new CIED training tool is being developed which will use sensors to generate quantitative data. The prototype devices for this take the form of an iPhone 12 Pro in a custom mount to maintain size and weight.

Use of this tool will enable individuals and teams to hone their detector skills through empirical feedback and provide data-driven evidence that will enhance the assurance process and impartially prove that soldiers are at the standard required to deploy on operations and conduct their role as safely as possible. The ability to correctly use a detector is critical in ensuring the threats are detected. Data to enable an understanding of how a detector is being swung in three dimensions (relative to the ground) and where the user is located in relation to the rest of the team is not currently available. The user and their commander will need feedback from the application to enable training and assurance.

A training detector is being developed to generate the data required using commercial sensors and hardware. An application is therefore required to support the sensors and hardware in generating, storing, and outputting the quantitative data and feedback. The users and their commanders will be able to access a visual representation of the data collected by the sensors via an app to enhance both training and assurance processes. Ultimately this will ensure CIED missions are achieved to the best possible standard and risk to life from IEDs is reduced as much as possible.

This Project is intended as a proof of concept, to prove that this idea has merit and is worthy of further funding and development. As such, there is no specific requirement for scalability of the system beyond 4x detectors and 1x handheld display.

Release type: Delivery

3 **Buyer Requirements – SOW Deliverables**

Outcome Description:

Milestone Ref	Milestone Description	Acceptance Criteria	Due Date
MS01	iPhone / iPad app system	• iPhone produces correct information when placed and swung in the mount • iPhone is able to output this data to a secondary screen in real time • secondary screen (iPad) is able to display real time data in a user-friendly manner that indicates how well the trainee is performing	5 July 2021
MS02	Data storage and retrieval	• A report can be run that displays the performance of an individual over time • A report can be generated displaying the training status of a subset of trainees at a given po	5 July 2021

Delivery Plan:

Dependencies:

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 Certificate for the work undertaken under this SOW, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme).

SOW Standards:

None

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:

Key Role	Key Staff	Contract Details	Employment / Engagement Route (incl. inside/outside IR35)
Technical Lead	Rob Guest	Employee	Employee
Project Lead	Danny Rigby	Employee	Employee

SOW Reporting Requirements:

The Supplier shall provide the following additional management information under and applicable to this SOW only:

Ref.	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission
1	Progress made	MS01, MS02	fortnightly

4 **Charges**

Call Off Contract Charges:

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

- Capped Time and Materials

The estimated maximum value of this SOW (irrespective of the selected charging method) is £24,000.00 ex VAT.

Rate Cards Applicable:

Item Number	MOD Stock Reference No.	Part No. (where applicable)	Specification	Delivery Date (estimated dates to be confirmed on contract award)	Total Qty	Firm Price (£) Ex VAT Per Person
1	n/a	n/a	Day rate for team as outlined in Written Proposal (please price per person with relevant detail) [redacted]	By 5 Jul 2021	Total quantity of days 24	[redacted]
2	n/a	n/a	Travel and Subsistence for required team members to Bicester (if requested by Authority)	By 5 Jul 2021	n/a	
					Total Firm Price	[redacted]

Reimbursable Expenses:

None

5 **Signatures and Approvals**

Agreement of this SOW

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:

For and on behalf of the Supplier

Name: Danny Rigby

Title: Managing Director

Date: 1 June 2021

Signature: Danny Rigby [signed electronically]

For and on behalf of the Buyer

Name: Hannah Price

Title: Commercial Manager

Date: 1 June 2021

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: