

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

Call-Off Ref: RM1043.8

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Order Form

Call-Off Reference: RQ0000027955

Call-Off Title: Development of Maritime Experimentation Lab (MarExLab)

Call-Off Contract Description: Dstl requires a senior software developer to:

- 1) Develop the existing Synthetic Environment and required simulation components in a VBS3/4 Simulation Engine environment
- 2) Enhance the Combat Management System (CMS) Emulator linked to the Simulation Engine by developing operator GUI outputs to display maritime CMS-like information, consisting mainly of low fidelity sensor detection information, and controls
- 3) Work with internal and external teams for undertaking experiments using the SE
- 4) Generate progress and technical reports of all development work
- 5) Maintain a log of bug fixes
- 6) Support the architecture and interoperability of the capability using open interfaces such as DIS protocols to allow operation with other SEs or datalinks.
- 7) If required, support the building of a larger software development team to meet the growth expectations of MarExLab

The Buyer: Defence Science and Technology Laboratory

Buyer Address: Dstl Portsmouth West, Fareham, PO17 6AD

The Supplier: ATEQ Consulting Ltd

Supplier Address: Malvern View, Home Farm, Hospital Lane, Powick, Worcestershire, WR2 4SQ

Registration Number: 09636130

DUNS Number: 220936711

SID4GOV ID: Not Known

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Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 10th May 2023.

It's issued under the Framework Contract with the reference number RM1043.8 for the provision of Digital Outcomes Deliverables.

The Parties intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed at the same time that the Call-Off Contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a further Statement of Work (in the form of the template set out in Annex 1 to this Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Call-Off Contract.

Call-Off Lot

Lot 1 Digital Outcomes

Call-Off Incorporated Terms

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

- 1 This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
- 2 Joint Schedule 1 (Definitions) RM1043.8
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
 - Joint Schedules for RM1043.8
 - 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) RM1043.8

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- Call-Off Schedules for RM1043.8
 - 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 17 (MOD Terms)
 - Call-Off Schedule 26 (Cyber Essentials Scheme)

5 CCS Core Terms (version 3.0.11)

6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.8

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:

Special Term 1: DEFCON 76 - Contractor's Personnel at Government Establishments

Call-Off Start Date: 15/05/2023

Call-Off Expiry Date: 15/05/2025

Call-Off Initial Period: 2 years

Call-Off Optional Extension Period: 1 year

Minimum Notice Period for Extensions: 1 Month

Call-Off Contract Value: £374,000.00 (Ex. VAT)

Call-Off Deliverables

Milestone Description	Acceptance Criteria	Due Date
Interim updated software for the MarExLab synthetic environment	Successful demonstration to Dstl and stakeholders	May 24
Interim technical documentation including architectural design, software design and V&V results, record of changes	Review & acceptance by Dstl technical team	May 24
Final updated software	Successful demonstration to Dstl and stakeholders	May 25

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Final technical documentation including architectural design, software design and V&V results, record of changes	Review & acceptance by Dstl technical team	May 25
Progress reports		Monthly

Warranty Period

The Supplier shall provide digital and Software Deliverables with a minimum warranty of at least 90 days against all obvious defects, and in relation to the warranties detailed in Paragraphs 4 (licensed Software warranty) and 9.6.2 (Specially Written Software and New IPRs) of Call-Off Schedule 6 (IPRs and Additional Terms on Digital Deliverables).

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).

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

Call-Off Charges

1 Capped Time and Materials (CTM)







In response to Call-Off Schedule 5 (Pricing Details and Expenses Policy), the pricing against the milestones is as follows:

Milestone Ref	Milestone Description	Acceptance Criteria	Due Date	Number of Days	Rate (Ex VAT)	Price (Ex VAT)
MS01	Interim updated software for the MarExLab synthetic environment	Successful demonstration to Dstl and stakeholders	May 24	[REDACTED]	[REDACTED]	[REDACTED]
MS02	Interim technical documentation including architectural design, software design and V&V results, record of changes	Review & acceptance by Dstl technical team	May 24	[REDACTED]	[REDACTED]	[REDACTED]

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MS03	Final updated software	Successful demonstration to Dstl and stakeholders	May 25			
MS04	Final technical documentation including architectural design, software design and V&V results, record of changes	Review & acceptance by Dstl technical team	May 25			
MS05	Progress reports		Monthly	-	-	-

The payment schedule will be monthly, based on days incurred on task, against MS05 (Progress Reports).

All changes to the Charges must use procedures that are equivalent to those in Paragraph 4 in Framework Schedule 3 (Framework Prices).

Reimbursable Expenses

None

Payment Method

Electronic

Buyer's Invoice Address

accountspayable@dstl.gov.uk

Buyer's Authorised Representative

Commercial Manager

**Buyer's Environmental Policy**

Not applicable

Buyer's Security Policy

Appended at Call-Off Schedule 9 (Security)

Supplier's Authorised Representative

Director



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31 Heath Road, Navenby, Lincs, LN5 0TT

Supplier's Contract Manager

██████████

Director

██████████

██████████

31 Heath Road, Navenby, Lincs, LN5 0TT

Progress Report Frequency

On the first Working Day of each calendar month

Progress Meeting Frequency

Quarterly on the first Working Day of each quarter

Key Staff

██████████

Dstl Command Lab Software Performance Analyst

██████████

4 Norton Farm Cottages, Selborne Road, Alton, Hampshire, England, GU34 3HU

Outside IR35

Key Subcontractor(s)

Subterfuge Studios Ltd

Commercially Sensitive Information

Not applicable

Additional Insurances

Not applicable

Guarantee

Not applicable

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)

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Statement of Works

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

For and on behalf of the Supplier:

Signature:



Name:



Role: Director

Date: 30 May 2023

For and on behalf of the Buyer:

Signature:



Name:



Role: Commercial Manager

Date: 17/05/2023

Appendix 1

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Annex 1 (Template Statement of Work)

1 Statement of Works (SOW) Details

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

The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW.

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

The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.

Date of SOW: 12/4/23

SOW Title: MarExLab development

SOW Reference:

Call-Off Contract Reference: DSTL0000017153

Buyer: Dstl

Supplier: ATEQ Consulting Ltd

SOW Start Date: 05/06/2023

SOW End Date: 30/05/2025

Duration of SOW: 2 years

Key Personnel (Buyer): [REDACTED]

Key Personnel (Supplier): [REDACTED] (ATEQ Consulting)/ [REDACTED] (Subterfuge Studios Ltd)

Subcontractors: Subterfuge Studios Ltd

2 Call-Off Contract Specification – Deliverables Context

SOW Deliverables Background: This SOW addresses all elements of the Deliverables

Delivery phase(s): Alpha

Overview of Requirement: Development and delivery of prototype software and infrastructure for the MarExLab synthetic environment.

3 Buyer Requirements – SOW Deliverables

Outcome Description:

Milestone Ref	Milestone Description	Acceptance Criteria	Due Date
MS01	Interim updated software for the MarExLab synthetic environment	Successful demonstration to Dstl and stakeholders	May 24
MS02	Interim technical documentation including architectural design, software design and V&V results, record of changes	Review & acceptance by Dstl technical team	May 24
MS03	Final updated software	Successful demonstration to Dstl and stakeholders	May 25
MS04	Final technical documentation including architectural design, software design and V&V results, record of changes	Review & acceptance by Dstl technical team	May 25
MS05	Progress reports		Monthly

Delivery Plan:

- 1) Develop the existing Synthetic Environment and required simulation components in a VBS3/4 Simulation Engine environment
- 2) Enhance the Combat Management System (CMS) Emulator linked to the Simulation Engine by developing operator GUI outputs to display maritime CMS-like information, consisting mainly of low fidelity sensor detection information, and controls
- 3) Work with internal and external teams for undertaking experiments using the SE
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- 6) Support the architecture and interoperability of the capability using open interfaces

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such as DIS protocols to allow operation with other SEs or datalinks.

- 7) If required (in consultation with Dstl), support the building of a larger software development team to meet the growth expectations of MarExLab

Dependencies:

N/A

Supplier Resource Plan:

We propose that the incumbent resource, [REDACTED], will satisfy the needs of the Delivery Plan and all SOW deliverables.

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).

If different security requirements than those set out in Call-Off Schedule 9 (Security) apply under this SOW, these shall be detailed below and apply only to this SOW:

SC (security clearance) is required before work starts.

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:

No formal standards applicable but the supplier should develop software to a good engineering standard using industry standard coding styles and development tools, as well as documentation of the design and verification.

Performance Management:

Material KPIs	Target	Measured by
Partnering behaviours and added value	<ul style="list-style-type: none">No behavioural problems identifiedBuyer workshops attended and positive contributions madeAdded value recognised by the programme above provision of compensated skilled resource	Monthly reviews with the supplier and Dstl technical and management team
People in place (Delivery)	<ul style="list-style-type: none">No resources are swapped out due to deficiency in skill-set and/or no change of facilities is requiredNo problems identified with quality of work or state of facility	Monthly Dstl review of supplier performance

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	<ul style="list-style-type: none">• Supplier is making positive team contributions• Supplier skills or facilities meet the standards expected	
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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	Worker Engagement Route (incl. inside/outside IR35)
Dstl Command Lab Software Performance Analyst		Subterfuge Studios Ltd is a sub-contractor to ATEQ Consulting	Outside IR35

SOW Reporting Requirements:

Further to the Supplier providing the management information detailed in Call-Off Schedule 15 (Call Off Contract Management), the Supplier shall also 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.	Technical progress		
1.1	Technical progress report	MarExLab development	Monthly

4 Charges**Call Off Contract Charges:**

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

- Capped Time and Materials
£374,000.00 (Ex. VAT)

Rate Cards Applicable:

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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: [REDACTED]

Title: Director

Date: 30 May 2023

Signature: [REDACTED]

For and on behalf of the Buyer

Name: [REDACTED]

Title: Commercial Manager

Date: 17/05/2023

Signature: [REDACTED]

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:

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none">• No Personal Data shall be processed <p>The Supplier is Controller and the Relevant Authority is Processor</p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</p> <ul style="list-style-type: none">• No Personal Data shall be processed <p>The Parties are Joint Controllers</p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none">• No Personal Data shall be processed <p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none">• Business contact details of Supplier Personnel for which the Supplier is the Controller,• Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,• No other Personal Data shall be processed
Duration of the Processing	N/A

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Nature and purposes of the Processing	N/A
Type of Personal Data	N/A
Categories of Data Subject	N/A
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	N/A