



Ministry
of Defence

701578645 – MLS for Military Bespoke
Learning

MOD Commercial

Work Order

Procurement Name

Transforming Commando Helicopter Force in
Agile Ways of Working

Capita Gateway Number CL02199

THIS CONTRACT IS MADE

BETWEEN (1) **MINISTRY OF DEFENCE** THE SECRETARY OF STATE
FOR DEFENCE whose offices are at Whitehall, London, SW1A
2HB (“Customer” and “MoD”)

AND (2) **CAPITA BUSINESS SERVICES LIMITED**, 65 Gresham St,
London EC2V 7NQ (“Supplier” and “Capita”)

- A. The Parties entered into a RM3822 Call Off Contract for Managed Learning
Services dated 1 November 2021 Order Number 701578645 – MLS for
Military Bespoke Training (“Original Contract”)
- B. Work Order is contracted under the Original Contract
- C. The Customer has issued a statement of requirements and the Supplier
shall provide the Services described in Schedule 1 Statement of Work,
Reference Number CL02199, for the Charges detailed in Schedule 2
Pricing Schedule

THE PARTIES AGREE:

INTERPRETATION

1. The definitions and rules of interpretation in Definitions and Interpretations of the Original Agreement shall apply to this Work Order.

TERMS

2. Subject to Clause 4, This Work Order shall come into effect on the date last signature and shall expire on 31/01/2024
3. The Supplier shall provide the goods/services described in the Statement of Work (Schedule 1), in accordance with the Conditions of Contract (as detailed in the Original Agreement, including any agreed Variations).
4. Where a Sub-Contractor is providing the Services, it shall be a condition precedent of this Work Order that the Sub-Contract between the Supplier and the SubContractor is signed and agreed, prior to commencement of service delivery. Should the Sub-Contract not be signed and agreed, this Work Order shall not come into force. The Supplier shall inform the Customer of the expected timelines and immediately communicate when the Sub-Contract has been signed or if any delay is expected.
5. Except where there is prior written approval from the Customers commercial team, no payment shall be made for work performed which is outside the scope or period of the Work Order.
6. If there is a conflict between the documents, the order of precedence shall be:
 - 6.1. the Order or Work Order;
 - 6.2. the Call Off Order Form;
 - 6.3. the Call Off Terms;
 - 6.4. the Framework Agreement, except Framework Schedule 21 (Tender); and
 - 6.5. Framework Schedule 21 (Tender)

7. Unless otherwise stated and mutually agreed by both parties, this Work Order shall not amend or alter the terms and conditions of the Managed Learning Services Call Off Order Form and Call Off Terms.

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Schedule 1 - Statement of Work

The Supplier shall provide the following Services via the Sub-Contractor:

CHF Situation and Our Understanding of Requirement

Comd JHC has an aspiration to overcome COCHF's No1 Impediment: constrained by resourcing, staff capacity exceeds work outputs required'. Enabling CHF to rapidly become an Agile organisation, will make it more responsive to change, enable better alignment and prioritization and decrease the capacity output good. The results of this would be seen across all core output metrics such as sortie completion rates. Adopting Agile scrum as a way of working is considered essential in assisting Project AEOLUS and helping ensure CHF maintains a people-centric approach to output delivery. CHF are piloting Scrum for the broader JHC, which will evaluate how it could work across the entire organisation. Other organisations in Defence, such as MAB and Navy are already operating with Agile Scrum and there is a critical mass building across the whole of Defence to operate in this way.

The intent is to become Agile via the adoption of, Scrum and Scrum@Scale through learning and coaching and further build on the momentum that is being gained across Defence. In addition, in utilising this approach, the lessons and learning from the implementation in other parts of JHC can be pulled through to maximise the success ensuring a smooth rollout, making maximum use of external resources. This requirement builds on the Scrum training and coaching delivered by the RN's CoE for AGILE and will expand the number of Scrum trained personnel across the Headquarters.

Outcomes Desired

We understand the outcome desired is to:

- Enable a first cohort of people to be trained (via registered Scrum Inc programme in class-room based training), launched as coherent teams and supported via coaching in their stand up to operate in Agile Scrum ways of working
- Enable the Command's executive leadership to gain understanding of Scrum@Scale covering how they need to conduct their roles, covering leadership interaction, creation of inspiring vision and goals, epic stories, moving to Chief Product Ownership and other essentials of the leadership role
- Lay the ground and understanding for developing other Scrum@Scale structure such as the EAT and EMS, Value Stream Mapping, in preparation for wider Agile Scrum adoption across the organisation
- Initial development of the CHF/JHC agile community of practice and its artefacts drawing on previous JHC agility training, connection to other Defence Agile CoPs/CoEs and enhanced development of small number of core CHF personnel that could become organic in-house Scrum trainers

Our Proposed Approach

Our proposed approach is based on providing maximum value for this CHF Pilot programme, commensurate with your stated budget and desired outcomes, with combination of workstream and activities prioritised accordingly.

The proposed approach consists of the following workstreams, conducted over an 8 week period:

- 1) Mobilisation and Baselining
- 2) Executive Leadership Development
- 3) Team Level Training, Stand Up and Support
- 4) Agile CoP Development and Core Personnel Enhanced Development

1) Mobilisation and Baselining

Mobilisation and Baselining (M&B) aims to ensure the ScrumInc/Capita project team and CHF team have a clear plan for the project, generate momentum, get logistics efficiently in place, can diarise the required events, put the required governance in place, and understanding is shared across joint CHF/contractor team.

M&B will be commenced prior to formal project kick-off (KO)/start date, via set up of regular planning calls to work through team requirements, share information and undertake early preparation activities. This element will be considered investment and not including in the costings. Though M&B is likely to extend further into Week 1, it should aim to do essential preparation prior to the KO, such that the Leadership event can take place in Week 1 and the Team Level Training can take place in Week 2.

As part of the baselining we will be developing a baseline of the current state of Agility via a survey distributed to a representative sample of the organization, paired with ~10-15 interviews designed to add qualitative insights to the quantitative data.

Other M&B activities include:

- Detailing activity plans and build out initial project backlog
- Establishing project governance & its cadence, aligned to the Scrum spring cadence
- Early event diarisation
- Agreeing joint team ways of working and team Sprint cadence
- Complete Agility assessment

2) Executive Leadership Development

Executive Leadership Development aims to provide are 15-20 CHF leaders with understanding of the adapted roles they need to play and areas they need to focus on including:

- Review current state of Agility and drivers today. Leverage the data and information to create a compelling “why Agile” for CHF
- Scrum@scale understanding, scaling, terminology, establishing an agile transformation roadmap and impediment resolution

- How best to conduct leadership interaction, including pitfalls
- Acting as Chief Product Owners, creating inspiring vision, goals and epic stories

Activities will be:

- Providing a combined Training Event and Workshop for the leaders in Week 1, covering all the points above
- Conducting additional supporting leadership training/coaching interaction (as resources allow combined with the team level training/coaching and backlog work), e.g. for leaders not able to attend the primary event
- Conducting a Scaled Sprint Review in Week 8, covering lessons from the project and for leadership upskilling, including recommendations on how best to take the Agile Scrum programme forward.

Team Level Training, Stand Up and Support (5-8 teams, with a combined total of less than 50)

Team level training, stand up and support aims to enable a first cohort of CHF personnel gain requisite training, including registered qualification, and the teams within the cohort to stand up and start Scrum sprint working, with coaching support to enable them to overcome barriers and embed the new practices with confidence.

Activities will be:

- Provide interactive classroom based registered Scrum Master Product Owner (SMPO) training to the maximum practical number of personnel/teams during Week 2.
- Preparation for team stand up with development of team backlogs, establishing the team artefacts and establishing optimum sprint cadence appropriate to the team and its mission(s).
- Coaching will support the teams to embed the new practices, answer questions, capture the relevant metrics/data, identify impediments needing upward resolution support and enable the team to operate agile scrum as BAU working.

3) Agile CoP Development and Core Personnel Enhanced Development

Agile CoP Development and Core Personnel Enhanced Development aims to commence development of the key enablers that will be needed for an effective enterprise Agile Scrum programme, namely creating strong community of practice or centre of excellence within the organisation and creating a core of internal 'experts' within the organisation that others can turn to for help and potentially can provide registered training and coaching themselves, along with creation of the programme level artefacts and tools needed for the programme.

Activities will include:

- Creation of a programme backlog owned and managed by the joint CHF project and contractor team, plus team prioritisation and sprint working to work on the prioritised backlog items
- Outline plan and commence work, as capacity allows, on high impact items such as creation of a CHF/JHC Agility Playbook, identification of metrics and initial data capture, establishing communication channels to tap into the wider Defence Agile Scrum CoP and wider learnings.

- Help support to identify key personnel to support establishment if internal CoP, with programme level Sprint Reviews and lesson identification
- Greater focus of training support for core people aspiring to become internal trainers, including appropriate identification of pathway to become registered trainers

Timeline

Proposal is for the project to run from KO date 30 Oct, for 12 weeks to 31 Jan 24 . Should start date be considered too early for CHF to mobilise or put contracting in place, there is flexibility to slip this by 2, max 3 weeks, with need to avoid running over the Christmas break. The outline project plan is:

		Thanksgiving							
Workstream		Oct					Nov		
		2	9	16	23	30	6	13	20
Mobilise & Baseline	invest								
Leadership/S@S workshop/trg		15-20 people							Scaled sprint review
Team scrum trg & coaching			Trg1						
Support to Agile COP; prep for EMS, EAT. VSM etc									
Upskilling core CoP people									

Team Resourcing

Proposed team is for two people, with small project oversight:

- Two senior Agile scrum consultants, one Full Time for 8 weeks and one for 4 weeks, operating combination of fulltime and part time for requisite individual weeks to meet the programme, plus
- Small governance oversight, ¼ day per week.

Way of Operating & Governance

The intent is for the agile scrum team to form part of a joint CHF agile scrum team, that is connected into AEOLUS, with the ability to operate flexibly where agile scrum sits coherently alongside.

The project plan aims to meet the CHF requirements in an agile manner and the project sprint cadence will be able to flex resources as priorities and constraints dictate managed through periodic team and sprint backlog meetings.

Assumptions and Risks

It is assumed that:

- Personnel will undertake BPSS, facilitated by Capita Electranet – though initial waiver if needed will be granted.
- CHF will provide security access to locations where training and working will normally take place.

Risks identified and suggested mitigations are covered in the table below:

Risk	Likelihood (H/M/L) and Impact (H/M/L)	Mitigations
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Inability to secure Leadership time not just initially but throughout to be able to drive the project	M : H	Early identification of personnel. Diarisation of initial dates. Cascade that it is important leaders see this as a core task for them
Difficult securing personnel for pilot cohort training and coaching, with suitable training location	M : H	Early identification of the pilot cohort of personnel to be trained and stood up in Agile ways of working, plus pre-note the training and identification of training location
CHF environment may provide challenge in being able to articulate MVPs, benefits and definition of done leading to resistance to adopt principles and agility/scum approaches	M ; M	Evidence from Phase 1 teams that agile scrum has applicability and benefitting them, plus practical advice on lessons Clear team set up preparation, inspiration and epic preparation for teams

For the purposes of this Schedule, where the Services are provided by a Sub-Contractor, all references to "Supplier" shall be deemed to be "Sub-Contractor." The Sub-Contractor is ScrumInc.

Schedule 2 – Pricing Schedule

Agreed fee is £**REDACTED**, excludes VAT, and covers travel and subsistence costs to core CHF locations to be paid via two invoices:

1. Dec 23 – 60% (**REDACTED**)
2. Jan 24 – 40% (**REDACTED**)

Where the Customer is required to action a dependency, it will do so without undue delay.

The Customer will have a 5 Working Days acceptance period or such other mutually agreed period, to approve or provide feedback following delivery. If the Customer does not provide

written notification or feedback to the Supplier within the acceptance period, then the deliverable will be deemed accepted and the Customer shall pay the Supplier's invoice.

APPENDIX 1 – Acceptance of offer contract

Work Order CL02199 for the Supply of Transforming Commando Helicopter Force in Agile Ways of Working

This Contract shall come into effect on the date of signature by both parties.

For and on behalf of the Supplier:

Name and Title	REDACTED Managing Director - Corporate Learning
Signature	REDACTED
Date	25 October 2023 12:39 BST

For and on behalf of the Customer:

Name and Title	REDACTED Army Commercial PROCURE
Signature	Signed Electronically
Date	27th October 2023

APPENDIX 2 - DEFFORM 111 – Address & other information

REDACTED

Addendum 1 - Revised Description and Pricing

Addendum 1 - Revised Acceptance of offer contract

Work Order [insert] for the [Supply / Provision] of [insert] Revised [Work Order [insert] for the [Supply / Provision] of [insert]

This Contract shall come into effect on the date of signature by both parties.

For and on behalf of the Supplier:

Name and Title	
Signature	
Date	

For and on behalf of the Customer:

Name and Title	
Signature	
Date	