Order Form

Lot

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.

Lot 2 - Dev, Apps, UX, Dev Ops, Sys Design & Support Call-Off

				Number			
Call-Off Reference			0)050		V3	Date	25/00/2024
		RM6249/DIPS(2)098		V3	Date	25/09/2024
					ecOps Suppo	rt to the Busine	ss Modernisation for
		Original FBC Number	Support Prog	ramme			
Business Case Referen	се	Number					
		Amendment					
		Number			N/A I	-ВС	
Project / equipment for	which			Urgent Capab	oility		
Services are in support		BMfS Dev	SecOp's	Requirement			N/A
Call-Off Contract title:	PS499 - E	DevSecOps Sup	port to the Bu	usiness Moder	rnisation for	Support Prog	ramme (BMfS).
Call-Off Contract for su description: request.	 PS499 - DevSecOps Support to the Business Modernisation for Support Programme (BMfS). This contract seeks support to deliver the following non-exhaustive outcomes: a Hybrid Integration Platform (HIP) that is intended as a conduit for all data transfe between systems, applications and data stores within the BMfS programme. It will hosted in a Cloud based environment and it will be composed of three main features APIM, data streaming and event handling. Continue to improve on the Common User Platform (CUP) to provide a one-stop shop port customer to access all relevant information for them to undertake their support 			r all data transfers gramme. It will be ee main features – a one-stop shop			
							1

- Low code applications based on requirements that are outputs of discovery work that will be undertaken.
- Support and improvement of the D2S environment being used by BMfS.
- Subsequent prioritised work relating to software development or technology. Support and maintenance of the DDAP environment being used by BMfS.

1b. Contact de	tails		
Government Directorate / Organisation Title	Defence Digital	Name of Supplier	Capgemini UK plc
Name of Requirement Holder's Authorised Representative		Name of Supplier's Authorised Representative	
Post title		Post title	
Requirement Holder's Address	Cedar 2A, NH3, Ministry of Defence, Abbey Wood, Stoke Gifford, Bristol	Supplier Address	1 Forge End, Woking,
Postcode	BS348JH	Postcode	Surrey, GU21 6DB
Telephone		Telephone	
Email		Email	
Unit Identification Number (UIN)	D2540A	Value Added Tax (VAT) Code	GB232441107
Resource Accounting Code (RAC)	RAC: NNB040		
Name of Requirement Holder's Project Lead			
Requirement Holder's Secondary Contact Name		Supplier Secondary Contact Name	
Requirement Holder's Secondary Contact Role		Supplier Secondary Contact Role	
Requirement Holder's Secondary Contact Email		Supplier Secondary Contact Email	

Date that the Statement of Requirements was issued30/08/2024		Deadline for Requirement Holder's receipt of Supplier's Call-Off Tender	01/10/2024
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DIPS Order Form / Statement of Requirements Template (Framework Schedule 6)

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 Numb delivery team)	er (defined by	FFA048 Cap			
SOR version issue number		1.0	SOR dated	30/08/2024	
SOR title	20240830 Stat	tement of Work v1.0 - Capgemini - DevSecOps			

Background/justification for Call-Off Contract

The current BMfS DevSecOps contract expires on 4th October 2024 and due to lack of time and need to retain the services of the incumbent for continuity the Authority is seeking to place a 6-month DIPS direct award to Capgemini via Lot 2. This will enable the BMfS project team to use the 6 months to run a competition via DIPS Lot 2 to select a longterm supplier.

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

See Appendix 3

Activities required to be undertaken under the Call-Off Contract

See Appendix 3

Outputs to be provided under the Call-Off Contract

See Appendix 3

Acceptance/rejection criteria / provisions

See Appendix 3

Material KPIs / Critical Service Level Failure

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

Material KPIs

N/A

The following shall constitute a Critical Service Level Failure for the purposes of this Call-Off Contract in accordance with Call-Off Schedule 14 (Service Levels):

Critical Service Level Failure

N/A

List all Requirement Holder Assets applicable to the Services that shall be issued to the Supplier and returned to the Requirement Holder at termination of the Call-Off Contract

Buyer to provide laptops for access to Virtual MODNET to enable the continued delivery of the service.

Additional quality requirements & standards (in addition to any quality requirements & standards detailed in the addition to the Calloff Schedules)

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From the Call-Off Start Date, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards, including those referred to in Framework Schedule 1 (Specification). The Requirement Holder requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

• No specific Quality Management System requirements are defined. This does not relieve the Supplier of providing conforming products under this contract.

No Deliverable Quality Plan is required reference DEFCON 602B.

• Concessions shall be managed in accordance with Def Stan. 05-061 Part 1, Issue 7 - Quality Assurance Procedural Requirements - Concessions.

• Any contractor working parties shall be provided in accordance with Def Stan. 05-061 Part 4, Issue 4 - Quality Assurance Procedural Requirements - Contractor Working Parties.

Project and risk management

The Supplier shall appoint a Supplier's Authorised Representative and the Requirement Holder shall appoint a Requirement Holder's Authorised Representative, who unless otherwise stated in this Order Form shall each also act as Project Manager, for the purposes of this Contract through whom the provision of the Services and the Goods shall be managed day-to-day.

Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract. The Supplier shall develop, operate, maintain and amend, as agreed with the Requirement Holder, processes for: (i) the identification and management of risks; (ii) the identification and management of issues; and (iii) monitoring and controlling project plans.

Timescales (Prior to Further Competition enter anticipated dates. Following Further Competition update with actual dates)

Call-Off Start Date	1 st October 2024
Call-Off Initial Period	6 months
Call-Off Expiry Date	31 st March 2025
Call-Off Optional Extension Period	N/A
Minimum notice period prior to a Call-Off Optional Extension Period	N/A

SOR approved by (Name in capital letters)	Telephone	
Directorate / Division	Email	
Organisation Role / Position	Date	28/08/2024
Approver's signature		

Original FBC Number (when known)	Amendment FBC Number (if applicable)
BC-17997, with funding approved via FCR	N/A
23JJ0722A F	



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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:				
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)				
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 [Framework Special Terms] No special terms included.				
5 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) \circ Joint Schedule 5 (Corporate Social Responsibility) \circ Joint				
Schedule 10 (Rectification Plan) o Joint Schedule 11 (Processing Data)				
Call-Off Schedules Call-Off Schedule 2 (Staff Transfer), Part D NOT				
USED \circ Call-Off Schedule 3 (Continuous Improvement) \circ Call-Off Schedule 5				
(Pricing Details and Expenses Policy) Call-Off Schedule 6 (Intellectual				
Property Rights and Additional Terms on Digital Deliverables) o Call-Off				
Schedule 8 (Business Continuity and Disaster Recovery) – NOT USED $_{\odot}$				
Call-Off Schedule 9 (Security) – Part A o Call-Off Schedule 10 (Exit				
Management)				
 Call-Off Schedule 13 (Implementation Plan and 				
Testing) o Call-Off Schedule 14 (Service Levels) –				
NOT USED o Call-Off Schedule 17 (MOD Terms)				
 Call-Off Schedule 25 (Ethical Walls Agreement) 				
Call-Off Schedule 26 (Cyber)				
6 Core Terms (DIPS version)				
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 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.				

2a.	Strategy	for procur	ement and evaluati	on
Further	competition		Competitive award criteria to be used for	N/A

Direct award	\boxtimes	undertaking evaluation of proposal(s)			
		Weighting (Technical)	N/A	Weighting (Price)	N/A

2b. General Conditions

Additional Conditions:

Within the scope of the Call-Off Contract, the Supplier will provide individuals holding current SC security clearance; evidence of which is be provided prior to the start date.

2c. Call-Off Special Terms

The following Special Terms are incorporated into this Call-Off Contract:

No special terms are incorporated within this contract

2d. Call-Off Charges		
Capped Time and Materials (CTM)		
Incremental Fixed Price		
Time and Materials (T&M)		
Fixed Price		
A combination of two or more of the above Charging methods		
T&S is applicable	X	

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 charge the Requirement Holder 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

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

2e. Payment Method

Requirement Holder's Invoice Address:

Requirement Holder's Authorised Representative As above.

 \boxtimes

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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. Additionally, the Supplier's total liability under this Contract in respect of losses referred to in clause 11.2(e) of the Core Terms shall, subject to Clause 11.1, be limited to £2,000,000.

2h. Requirement Holder's Environmental Policy

Available online at: Management of environmental protection in defence (JSP 418) - GOV.UK (www.gov.uk)

This version is dated 18th August 2023.

2i. Requirement Holder's Security Policy

Security Aspects Letter has been issued and executed alongside this Order Form. See Appendix 6.

2j. Progress Reports and meetings				
Progress Report Frequency	Once every two weeks. A	Progress Meeting Frequency	1 per month	
	Monthly report is distributed			

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 (<i>Edn12/10</i>).				
Deliverable Quality Plan requirements:				
DEFCON 602A (<i>Edn 12/17</i>) - Quality Assurance with Quality Plan DEFCON 602B (<i>Edn 12/06</i>) - Quality Assurance without Quality Plan				
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)

 \square

Relevant MAA Regulatory Publications (See attachment for details)	
Additional Quality Requirements (See attachment for details)	
Planned maintenance schedule requirement	
N/A	

2I. Key Staff

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DIPS Order Form / Statement of Requirements Template (Framework Schedule 6)

Not Applicable

2m. Key Subcontractor(s)

Not Applicable

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

N/A

3. Charges

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

Fixed price of £1,194,495.00 ex VAT

4. Additional Insurances

Not Applicable

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DIPS Order Form / Statement of Requirements Template (Framework Schedule 6)

5. Guarantee

Not Applicable

6. Social Value Commitment

Not Applicable

7. Requirement Holder Commercial Officer Authorisation				
Order Form approved by (Name in capital letters)		Telephone		
Directorate / Division		Email		
Organisation Role / Position		Date	04/10/2024	
Approver's signature				

8. Acknowledgement by Supplier				
Order Form acknowledged by (Name in capital letters)		Telephone		
Supplier Name	Capgemini UK plc	Email		
Supplier Role / Position		Date	04/10/2024	
Approver's signature				

9. Final Administration

On receipt of the Order Form acknowledgement from the Supplier, the Commercial Manager (who placed the order) **must** 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>

	(Edn 10/22
Appendix 1 - Addresses	and Other Information
1. Commercial Officer	8. Public Accounting Authority
Name:	
Address: MOD Corsham, Westwells Road, Corsham, SN13 9NR	 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
Email:	2. For all other enquiries contact DES Fin FA-AMET Policy,
8	Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD <a>2 44 (0) 161 233 5394
2. Project Manager, Equipment Support Manager or PT Leader (from whom technical information is available) Name:	9. Consignment Instructions The items are to be consigned as follows:
Address	
Email:	
2	
3. Packaging Design Authority Organisation & point of contact:	 10. Transport. The appropriate Ministry of Defence Transport Offices are: A. DSCOM, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c,
(Where no address is shown please contact the Project Team in Box 2)	Mail Point 3351, BRISTOL BS34 8JH <u>Air Freight Centre</u> IMPORTS 2030 679 81113 / 81114 Fax 0117 913 8943 EXPORTS 2030 679 81113 / 81114 Fax 0117 913 8943
2	Surface Freight Centre IMPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946
	EXPORTS 2 030 679 81129 / 81133 / 81138 Fax 0117
4. (a) Supply / Support Management Branch or Order	913 8946 B .
Manager:	JSCS
Branch/Name:	JSCS Helpdesk No. 01869 256052 (select option 2, then
	option 3)
	JSCS Fax No. 01869 256837
2	Users requiring an account to use the MOD Freight
	Collection Service should contact <u>UKStratCom</u>
(b) U.I.N.	DefSpRAMP@mod.gov.uk in the first instance.
5. Drawings/Specifications are available from	11. The Invoice Paying Authority
	Ministry of Defence 27 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-
	ofdefence/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

1. Quality Assurance Representative:	* NOTE
Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions. AQAPS and DEF STANs are available from UK Defence Standardization, for access to the documents and details of the	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>
helpdesk visit http://dstan.gateway.isg-r.r.mil.uk/index.html	2. If the required forms or documentation are not available on the MOD lateract site requests abauld be submitted through
[intranet] or <u>https://www.dstan.mod.uk/</u> [extranet, registration needed].	the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.

Appendix 1 to Schedule 6

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Appendix 2 to Schedule 6

Framework Schedule 6 (Order Form Template, Statement of Requirements Template) **Appendix 2 – Supplier's Quotation - Charges Summary**

N/A Direct Award 1. To: 2. From: Date of tender submission: In response to the Order Form request for a quotation reference Dated "The work can be undertaken and our detailed response is attached.					<u> </u>	· · · ,		
Date of tender submission: In response to the Order Form request for a quotation reference Dated **The work can be undertaken and our detailed response is attached.	N/A Direct Awa	ard						
Date of tender submission: In response to the Order Form request for a quotation reference Dated **The work can be undertaken and our detailed response is attached.								
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*We are unable to provide the resources/deliverables identified on this occasion. [] Name: (Block Capitals) Signed: Date:		he Order Form requ	est for a quotat	ion	Da	ted		
Date: Image: Constraint of the second of	*We are unable	to provide the resou				casion. 🗌		
Image: Supplier Unique Reference Number: 3. Supplier Unique Reference Number: Completion Date: Sandanpower/Resources Reduction on original ITT quoted for quoted for this task Reduction on original ITT nate Capability Area Number Number Total Outed at ITT Quoted for this task Reduction on original ITT nate No of Days Total Outed at ITT Quoted for this task Reduction on original ITT nate No of Days Completion Date: Completion Date: Outed at ITT Quoted for this task Reduction on original ITT rate No of Days Completion Date: Completion Date: Outed at ITT Quoted for this task Reduction on original ITT rate Number of Total Outed action (Internet) Quoted for this task Number of Total Son Tavel (Estimated expenditure on:) Unit cost Number of N		apitals)			Signed:			
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£22.50 for an evening meal, including all drinks								
Miscellaneous costs (please		£22.50 for an eve	ning meal,					
define below) The above T&S costs relate to the period to		Miscellaneous cos						
		define below)		The above	e T&S costs	s relate to the	e period	to

Subcontractor price	
Subcontractor price	
5d.Other Costs	
Subcontractor Details	
Materials	
Other	
(Please provide details below)	
Description	Cost
Total Charges for completion of Call-Off	(excl. VAT)
Contract	
Deliverables	

Framework Schedule 6 (Order Form Template, Statement of Requirements Template)

Appendix 3

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: DaaS - Delivery as a Service

SOW Reference: 01

Call-Off Contract Reference: RM6249/DIPS(2)058

Requirement Holder:

Supplier: Capgemini UK plc

SOW Start Date: 1st November 2024

SOW End Date: 31st March 2025

Duration of SOW: 6 Months

Key Personnel (Requirement Holder): n/a

Key Personnel (Supplier): n/a

Subcontractors: n/a

2. Call-Off Contract Specification – Deliverables Context

SOW Deliverables Background:

A Delivery as a Service (DaaS) offering. There are several initiatives within the programme which need further analysis and will require discoveries as part of the Government Digital Standards (GDS) framework. The Delivery team will run projects ranging from discoveries to OFFICIAL SENSITIVE (when complete)

go live as prioritised by the BMfS programme and will provide recommendations on next steps on the completion of the work. The purpose of the projects is to work with internal and external customers, to obtain a clear understanding of user requirements, collaborating with all stakeholders, to effectively deliver to needs or provide best practice guidance for solutions, ensuring consistency with Defence strategy, standards, policies, and processes.

This requirement is for a delivery team to run projects as triaged by the Buyer's BMfS programme and will provide recommendations on next steps on the completion of the work;

Specific project activities will be directed as required according to Buyer's priorities, which will be communicated to the Supplier by a nominated MOD Civil Servant or nominated deputy. Agreed activities shall be logged and tracked via Jira, which shall be frequently reviewed and re-prioritised as appropriate.

Nevertheless, the general scope of activities to be completed by the BMfS programme is to:

 Work with internal and external customers to obtain a clear understanding of user requirements and pain points.

DaaS01	Work prioritised by the BMfS programme.	Produce report on completed work given to the Buyer.	29/11/202 4
	programme.	work given to the Buyer.	-

- Collaborating with all stakeholders to effectively deliver to needs or provide best practice guidance for solutions, ensuring consistency with Defence strategy, standards, policies, and processes.
- With programme agreement the delivery team have the ability to take projects from pre-discovery, all the way through to go live.

Delivery phase(s):

Discovery: Before committing to building something a discovery is completed to understand the user needs. This de-risks future work and allows for scoping of the problem and informs the best way to proceed.

Alpha: Once committed to building a service an alpha is completed to understand how it will work for users and how it will integrate with existing processes and systems. Resulting in a better and more focussed service.

Beta: With a clear scope, user needs, and technical approach in place, the build of a working version of the service begins. Resulting in software that can handle real transactions. **Live**: Once the service is being used for real transactions, continuous improvements can be made based on feedback, research, and data.

Overview of Requirement: Working requirements will be provided to the team based on prioritisation from the BMfS programme. Including the delivery of the Visa Management Alpha and the PAT B Discovery.

3. Requirement Holder Requirements – SOW Deliverables

Outcome Description:

DaaS02	Work prioritised by the BMfS programme.	Produce report on completed work given to the Buyer.	31/12/202 4
DaaS03	Work prioritised by the BMfS programme.	Produce report on completed work given to the Buyer.	31/01/202 5
DaaS04	Work prioritised by the BMfS programme.	Produce report on completed work given to the Buyer.	28/02/202 5
DaaS05	Work prioritised by the BMfS programme.	Produce report on completed work given to the Buyer.	31/03/202 4

Dependencies:

The Buyer shall, unless otherwise stated below, upon SoW Start Date and for the duration of this SOW fulfil the following Buyer responsibilities:

Ref.	Buyer Dependencies
1.	Provision of hardware, facilities and the system access required to enable the Supplier to deliver these Services.
2.	Allow up to one day per month, if required, for the resources under this SoW to attend the Supplier's events/meetings at their Supplier's home base location. NB: time undertaking these activities would not be charged to the Buyer.
3.	Provision of required software, licensing, equipment, infrastructure and environments to enable the Supplier to provide the Services.
4.	Provision of secure remote access to all environments to enable the Supplier to provide the Services.
5.	Provision of timely access to relevant subject matter experts and business stakeholders to enable the Supplier to deliver these Services.
6.	Provision of all background information and material produced by the Buyer or the Buyer's suppliers that requires consideration by the Supplier during the provision of these Services.
7.	Participation of relevant subject matter experts and business stakeholders to support the timely operation of the agreed ways of working.
8.	Provision of technical support to and governance of the Supplier as required to enable delivery of these Services.
9.	Provide business and technical documentation for current Pega based SSDT application.
10.	No further product development on the Pega platform post 1.4 deployment and sign-off.
11.	Identification and assignment of a SSDT designated Product Owner by the SOW Start Date.
12.	Identification of, and access to key SSDT stakeholders by the SOW Start Date.

This SOW will be delivered following an agile approach. Work that is required to be undertaken by the Supplier will be added to the Product Backlog in collaboration with the Buyer Product Owner, within the scope of this SOW. The Buyer Product Owner will determine the relative priority of the Product Backlog items prior to the commencement of a Sprint. Sprints will be time-boxed to two weeks to align to the wider BMfS Programme. Changes to requirements, including re-work and defects will be agreed and prioritised jointly by the Supplier, and the Buyer Product Owner and reflected within the Product Backlog.

Supplier Resource Plan:

Role
Programme Lead
Delivery Lead
Product Owner
Technical Architect
Lead Business Analyst
Business Analyst
Business Analyst / User Researcher
Lead User Researcher
Functional Power Platforms Consultant

Security Applicable to SOW:

The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Holder Systems and Deliverables with completed Supplier staff vetting at SC Level.

SOW Standards:

Delivery will be conducted in line with standards set out in the Order Form

Performance Management:

n/a

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:

SOW Reporting Requirements:

Further to the Supplier providing the management information specified in Framework Schedule 5 (Management Charges and Information), the Supplier shall also provide the following additional management information under and applicable to this SOW only:

Ref.	Type of Information	Which Deliverables does this	Required regularity of
		requirement apply to?	Submission
1	Status Report	All	Every 2 weeks

4. Charges

Call Off Contract Charges:

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

• Fixed Price

The maximum value of this SOW (irrespective of the selected charging method) is £662,745.00

Rate Cards Applicable:

Reimbursable Expenses:

Travel to MOD Main Building shall be inclusive in the fixed price; any additional meetings to any other locations will be subject to Travel & Subsistence (Terms and Conditions with rates can be found in the Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy).

The Services shall be delivered through a hybrid work arrangement. Typically, the Services shall be delivered remotely, however there will be a requirement for the delivery team to attend MOD London (and other MOD sites, e.g. MOD Corsham) on an ad hoc basis when the <u>business need arises</u>. There will be a monthly face to face governance meeting to be organised by the Supplier.

1. Statement of Work (SOW) Details

Framework Schedule 6 (Order Form Template, Statement of Requirements Template)

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: SSDT – Microsoft Power Platform Build

SOW Reference: 02

Call-Off Contract Reference: RM6249/DIPS(2)058

Requirement Holder:

Supplier: Capgemini UK plc

SOW Start Date: 1st October 2024

SOW End Date: 31st March 2025

Duration of SOW: 6 Months

Key Personnel (Requirement Holder): n/a

Key Personnel (Supplier): n/a

Subcontractors: n/a

2. Call-Off Contract Specification – Deliverables Context

SOW Deliverables Background:

The Buyer wishes to build an SSDT like for like of the Pega v1.4 service in Power Platform, this requirement needs to cover the end-to-end process of build, test, go live, and data migration.

Specific project activities will be agreed in collaboration with the Buyer's priorities, which will be communicated to the Supplier by a nominated MOD Civil Servant or nominated deputy. Agreed activities shall be logged and tracked via Jira, which shall be frequently reviewed and re-prioritised as appropriate. Nevertheless, the general scope of activities to be completed by OFFICIAL SENSITIVE (when complete)

the delivery team is to work with the supplier to agree a list of non-functional requirements to obtain a clear understanding of what is to be built

- Build Pega 1.4 release like for like on the Power Platform (exact build requirements will be agreed from the existing product backlog).
- Perform testing to ensure that the service is ready to go live
- Perform data migration activities to ensure that the service is ready to go live
- Provide training for users to ensure that they are equipped to use the new service

Delivery phase(s):

Alpha: Once committed to building a service an alpha is completed to understand how it will work for users and how it will integrate with existing processes and systems. Resulting in a better and more focussed service.

Beta: With a clear scope, user needs, and technical approach in place, the build of a working version of the service begins. Resulting in software that can handle real transactions. **Live**: Once the service is being used for real transactions, continuous improvements can be made based on feedback, research, and data.

Overview of Requirement: Build a like-for-like replication of Pega app within the Power Platform. The functionality to be build will be agreed in a prioritisation session with the Buyer prior to commencing the build process. Training, UAT, and Data Migration will be part of the build process.

3. Requirement Holder Requirements – SOW Deliverables

Milestone Ref	Milestone Description	Acceptance Criteria	Due Date
SSDT01	Work prioritised by the BMfS programme.	Report of work completed produced and given to Buyer. Any additional acceptance criteria will be agreed between the Buyer and Supplier at the monthly governance meeting.	31/10/2024
SSDT02	Work prioritised by the BMfS programme.	Report of work completed produced and given to Buyer. Any additional acceptance criteria will be agreed between the Buyer and Supplier at the monthly governance meeting.	29/11/2024
SSDT03	Work prioritised by the BMfS programme.	Release update report. Any additional acceptance criteria will be agreed between the Buyer and Supplier at the monthly governance meeting.	31/12/2024

Outcome Description:

SSDT04	Work prioritised by the BMfS programme.	Release update report. Any additional acceptance criteria will be agreed between the Buyer and Supplier at the monthly governance meeting.	31/01/2025
SSDT05	Work prioritised by the BMfS programme.	UAT and Training report. Any additional acceptance criteria will be agreed between the Buyer and Supplier at the monthly governance meeting.	28/02/2025
SSDT06	Work prioritised by the BMfS programme.	Release update report. Any additional acceptance criteria will be agreed between the Buyer and Supplier at the monthly governance meeting.	31/03/2024

Delivery Plan:



The above plan is indicative and outlines the key activities that will take place during this SOW.

Dependencies:

Ref.	Buyer Dependencies		
1.	Provision of hardware, facilities and the system access required to enable the Supplier to deliver these Services.		
2.	Allow up to one day per month, if required, for the resources under this SoW to attend the Supplier's events/meetings at their Supplier's home base location. NB: time undertaking these activities would not be charged to the Buyer.		
3.	Provision of agreed software, licensing, equipment, infrastructure and environments to enable the Supplier to provide the Services.		
4.	Provision of secure remote access to all environments to enable the Supplier to provide the Services.		

_		
	5.	Provision of timely access to relevant subject matter experts and business stakeholders to enable the Supplier to deliver these Services.
	6.	Provision of all background information and material produced by the Buyer or the Buyer's suppliers that requires consideration by the Supplier during the provision of these Services.
	7.	Participation of relevant subject matter experts and business stakeholders to support the timely operation of the agreed ways of working.
	8.	Provision of technical support to and governance of the Supplier as required to enable delivery of these Services.
	9.	Provide business and technical documentation for current Pega based SSDT application.
	10.	No further product development on the Pega platform post 1.4 deployment and sign-off.
	11.	Identification and assignment of a SSDT designated Product Owner by the SOW Start Date.
	12.	Identification of, and access to key SSDT stakeholders by the SOW Start Date.

Supplier Resource Plan:

Role
Senior Functional Consultant
Junior Functional Consultant

Security Applicable to SOW:

The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Holder Systems and Deliverables with completed Supplier staff vetting at SC Level.

SOW Standards:

Delivery will be conducted in line with standards set out in the Order Form

Performance Management:

n/a

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)
n/a	n/a	n/a	n/a

SOW Reporting Requirements:

Further to the Supplier providing the management information specified in Framework Schedule 5 (Management Charges and Information), the Supplier shall also provide the following additional management information under and applicable to this SOW only:

Ref.	Type of Information	Which Deliverables does this	Required regularity of
		requirement apply to?	Submission
1	Status Report	All	Every 2 weeks

4. Charges

Call Off Contract Charges:

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

Fixed Price

Rate Cards Applicable:

Reimbursable Expenses:

Travel to MOD Main Building shall be inclusive in the fixed price; any additional meetings to any other locations will be subject to Travel & Subsistence (Terms and Conditions with rates can be found in the Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy).

Hybrid work arrangement. Typically, the services can be delivered remotely, however there will be a requirement for the delivery team to attend MOD London (and other MOD sites, e.g. MOD Corsham) on an ad hoc basis when the <u>business need arises</u>. There will be a monthly face to face governance meeting to be organised by the supplier.

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

OFFICIAL SENSITIVE (when complete)

Framework Schedule 6 (Order Form Template, Statement of Requirements Template)

Name:		
Title:		
Date: 04	1/10	/2024
Signatu	re:	

For and on behalf of the Requirement Holder

Name:

Title:

Date:

Signature:

1. Statement of Work (SOW) Details

Framework Schedule 6 (Order Form Template, Statement of Requirements Template)

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: SaaS – Scoping as a Service

SOW Reference: 03

Call-Off Contract Reference: RM6249/DIPS(2)058

Requirement Holder:

Supplier: Capgemini UK plc

SOW Start Date: 1st November 2024

SOW End Date: 31st January 2025

Duration of SOW: 3 Months

Key Personnel (Requirement Holder): n/a

Key Personnel (Supplier): n/a

Subcontractors: n/a

2. Call-Off Contract Specification – Deliverables Context

SOW Deliverables Background:

Set up scoping and support as a service (SaaS); to establish the processes and governance surrounding triage of the BMfS pipeline work from the BMfS Commissioning Team.

Specific project activities will be directed as required according to Buyer's priorities, which will be communicated to the Supplier by a nominated MOD Civil Servant or nominated deputy. Agreed activities shall be logged and tracked via Jira, which shall be frequently reviewed and re-prioritised as appropriate.

Nevertheless, the general scope of activities to be completed by the delivery team is to:

- Work with internal and external customers to obtain a clear understanding of requirements and pain points.
- Collaborating with all stakeholders to improve the demand pipeline process and create a digital front door.
- Collaborate with all stakeholders to establish a governance process including prioritisation, RAIDD management, and dependency mapping.

Delivery phase(s):

Discovery: Before committing to building something a discovery is completed to understand the user needs. This de-risks future work and allows for scoping of the problem and informs the best way to proceed.

Alpha: Once committed to building a service an alpha is completed to understand how it will work for users and how it will integrate with existing processes and systems. Resulting in a better and more focussed service.

Beta: With a clear scope, user needs, and technical approach in place, the build of a working version of the service begins. Resulting in software that can handle real transactions.

Live: Once the service is being used for real transactions, continuous improvements can be made based on feedback, research, and data.

Overview of Requirement: Defining the 'As Is' Op Model and designing a new Target Op Model between Defence Digital (DD) and BMFS. From this, we will amend the front door process and enable and deliver Scoping as a Service

3. Requirement Holder Requirements – SOW Deliverables

Outcome Description:

Milestone Ref	Milestone Description	Acceptance Criteria	Due Date
SaaS01	Work prioritised by the BMfS programme.	Report of work completed produced and given to Buyer. Any additional acceptance criteria will be agreed between the Buyer and Supplier at the monthly governance meeting.	31/10/2024

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

SaS02	Work prioritised by the BMfS programme.	Report of work completed produced and given to Buyer. Any additional acceptance criteria will be agreed between	29/11/2024
		the Buyer and Supplier at the monthly governance meeting.	
SaaS03	Work prioritised by the BMfS programme.	Release update report. Any additional acceptance criteria will be agreed between the Buyer and Supplier at the monthly governance meeting.	31/12/2024
SaaS04	Work prioritised by the BMfS programme.	Release update report. Any additional acceptance criteria will be agreed between the Buyer and Supplier at the monthly governance meeting.	31/01/2025

Dependencies:

Ref.	Buyer Dependencies	
1.	Provision of hardware, facilities and the system access required to enable the Supplier to deliver these Services.	
2.	Allow up to one day per month, if required, for the resources under this SoW to attend the Supplier's events/meetings at their Supplier's home base location. NB: time undertaking these activities would not be charged to the Buyer.	
3.	Provision of agreed software, licensing, equipment, infrastructure and environments to enable the Supplier to provide the Services.	
4.	Provision of secure remote access to all environments to enable the Supplier to provide the Services.	
5.	Provision of timely access to relevant subject matter experts and business stakeholders to enable the Supplier to deliver these Services.	
6.	Provision of all background information and material produced by the Buyer or the Buyer's suppliers that requires consideration by the Supplier during the provision of these Services.	
7.	Participation of relevant subject matter experts and business stakeholders to support the timely operation of the agreed ways of working.	
8.	Provision of technical support to and governance of the Supplier as required to enable delivery of these Services.	
9.	Provide business and technical documentation for current Pega based SSDT application.	
10.	No further product development on the Pega platform post 1.4 deployment and sign-off.	

	Identification and assignment of a SSDT designated Product Owner by the SOW Start Date.
12.	Identification of, and access to key SSDT stakeholders by the SOW Start Date.

Supplier Resource Plan:

Role	
Lead Consultant	
Business Analyst	
Business Analyst	
Head of Strategy	

Security Applicable to SOW:

The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Holder Systems and Deliverables with completed Supplier staff vetting at SC Level.

SOW Standards:

Delivery will be conducted in line with standards set out in the Order Form

Performance Management:

n/a

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)
n/a	n/a	n/a	n/a

SOW Reporting Requirements:

Further to the Supplier providing the management information specified in Framework Schedule 5 (Management Charges and Information), the Supplier shall also provide the following additional management information under and applicable to this SOW only:

Ref.	Type of Information	Which Deliverables does this	Required	regularity	of
		requirement apply to?	Submission		

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

1	Status Report	All	Every 2 weeks

4. Charges

Call Off Contract Charges:

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

• Fixed Price

Rate Cards Applicable:



Reimbursable Expenses:

Travel to MOD Main Building shall be inclusive in the fixed price; any additional meetings to any other locations will be subject to Travel & Subsistence (Terms and Conditions with rates can be found in the Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy).

Hybrid work arrangement. Typically, the services can be delivered remotely, however there will be a requirement for the delivery team to attend MOD London (and other MOD sites, e.g. MOD Corsham) on an ad hoc basis when the <u>business need arises</u>. There will be a monthly face to face governance meeting to be organised by the supplier.

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:

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

Signature:

Annex 1 to Statement of Work

Data Processing – N/A

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	
Identity of Controller for each Category of	The Relevant Authority is Controller and the Supplier is Processor
Personal Data	The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 of Joint Schedule 11 (Processing Data) 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:
	• [Insert the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority]
	The Supplier is Controller and the Relevant Authority is Processor
	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 Joint Schedule 11 (Processing Data) of the following Personal Data:
	• [Insert the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier]
	The Parties are Joint Controllers
	The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:
	• [Insert the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together]
	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 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,
	• [Insert the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine

Schedules/	
	the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority]
	 [Guidance where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]
Duration of the Processing	[Clearly set out the duration of the Processing including dates]
Nature and purposes of the Processing	[Be as specific as possible, but make sure that you cover all intended purposes.
	The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.
	The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]
Type of Personal Data	[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]
Categories of Data Subject	[Examples include: Personnel (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]

Appendix 4 Confidentiality Undertaking

[**Requirement Holder guidance**: Appendix 5 is for use where required pursuant to clause 15.3 of the Core Terms]

Employee:

Name of Employer:

MOD Contract/Task No:

Title:

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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 OFFICIAL SENSITIVE (when complete)
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Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules) 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:

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

Appendix 5 - Security Aspects Letter

19. Digital Foundry Master SAL 1.0 - OS.d Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Appendix 6 - Statement of Requirements

20240830 Statement of Work v1.0 - Capgem