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Schedule 1 - Definitions of Contract

Article	means, in relation to clause 24 and Schedule 6 only, an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition;
Articles	means, (except in relation to Schedule 10) the Contractor Deliverables (goods and/or the services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports. (This definition only applies when DEFCONs are added to these Conditions);
Authority	means the Secretary of State for Defence acting on behalf of the Crown;
Authority's Representative(s)	shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority's Representative(s) in connection with the Contract. Where the term "Authority's Representative(s)" in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority's Representative(s) shall be the designated person(s) for the purposes of Condition 7;
Business Day	means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;
Central Government Body	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ol style="list-style-type: none"> Government Department; Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); Non-Ministerial Department; or Executive Agency;

Collect	means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with Clause 28.c and Collected and Collection shall be construed accordingly;
Commercial Packaging	means commercial Packaging for military use as described in Def Stan 81-041 (Part 1)
Conditions	means the terms and conditions set out in this document;
Consignee	means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order;
Consignor	means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;
Contract	means the Contract including its Schedules and any amendments agreed by the Parties in accordance with Condition 6 (Formal Amendments to the Contract);
Contract Price	means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract.
Contractor	means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;
Contractor Deliverables	means the goods and/or the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract;

Control	<p>means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:</p> <ul style="list-style-type: none">a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; orb. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor; <p>and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;</p>
Counterfeit Materiel	<p>means any Contractor Deliverable or any part thereof whose origin, age, composition, configuration, certification status or other characteristic (including whether or not such Contractor Deliverable or part has been used previously) has been falsely represented by:</p> <ul style="list-style-type: none">a. misleading marking of the materiel, labelling or packaging;b. misleading documentation; orc. any other means, including failing to disclose information; except where it has been demonstrated that the false representation was not the result of dishonesty by the Contractor or any party within the Contractor's supply chain.
CPET	<p>means the UK Government's Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government timber procurement policy;</p>
Crown Use	<p>in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A(6) of the First</p>
Dangerous Goods	<p>Schedule to the Registered Designs Act 1949;</p> <p>means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulation, or classified and authorised only under the conditions prescribed by the:</p> <ul style="list-style-type: none">a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011);b. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR);c. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID);

d. International Maritime Dangerous Goods (IMDG) Code;

- e. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air;
f. International Air Transport Association (IATA) Dangerous Goods Regulations;

DBS Finance	means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet);
DEFFORM	means the MOD DEFFORM series which can be found at https://www.kid.mod.uk ;
DEF STAN	means Defence Standards which can be accessed at https://www.dstan.mod.uk ;
Deliver	means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with Condition 28 and Delivered and Delivery shall be construed accordingly;
Delivery Date	means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection;
Denomination of Quantity (D of Q)	means the quantity or measure by which an item of material is managed;
Design Right(s)	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
Diversion Order	means the Authority's written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);
Effective Date of Contract	means the date upon which both Parties have signed the Contract;

Evidence	means either: a. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or b. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;
Firm Price	means a price (excluding VAT) which is not subject to variation;
Fixed Price	Means a price (excluding VAT) which is subject to variation.
FLEGT	means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber consuming countries to reduce the extent of illegal logging;
Government Furnished Assets (GFA)	is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;
Hazardous Contractor Deliverable	means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;
Independent Verification	means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to "ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent", and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to "ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent";
Information	means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract;
Issued Property	means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;

Legal and Sustainable	means production and process methods, also referred to as timber production standards, as defined by the document titled "UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement". The edition current on the day the Contract documents are issued by the Authority shall apply;
Legislation	means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, or any exercise of Royal Prerogative;
Military Level Packaging (MLP)	means Packaging that provides enhanced protection in accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain;
Military Packager Approval Scheme (MPAS)	is a MOD sponsored scheme to certify military Packaging designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81-041 (Part 4);
Military Packaging Level (MPL)	shall have the meaning described in Def Stan 81-041 (Part 1);
Mixture	means a mixture or solution composed of two or more substances;
MPAS Registered Organisation	is a packaging organisation having one or more MPAS Certificated Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements;
MPAS Certificated Designer	shall mean an experienced Packaging designer trained and certified to MPAS requirements;
NATO	means the North Atlantic Treaty Organisation which is an intergovernmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;
Notices	shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;
Overseas	shall mean non UK or foreign;
Packaging	Verb. The operations involved in the preparation of materiel for; transportation, handling, storage and Delivery to the user;

	Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract;
Packaging Design Authority	shall mean the organisation that is responsible for the original
(PDA)	design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to
	Schedule 3 (Appendix – Addresses and Other Information), Box 3;
Parties	means the Contractor and the Authority, and Party shall be construed accordingly;
Plastic Packaging Components	shall have the same meaning as set out in Part 2 of the Finance Act 2021 together with any associated secondary legislation;
PPT	means a tax called “plastic packaging tax” charged in accordance with Part 2 of the Finance Act 2021;
PPT Legislation	means the legislative provisions set out in Part 2 and Schedules 915 of the Finance Act 2021 together with any secondary legislation made under powers contained in Part 2 of the Finance Act 2021. This includes, but is not limited to, The Plastic Packaging Tax (Descriptions of Products) Regulations 2021 and The Plastic Packaging Tax (General) Regulations 2022;
Primary Packaging Quantity (PPQ)	means the quantity of an item of material to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in Def Stan 81-041 (Part 1);
Publishable Performance Information	means any of the Information in Schedule 11 (KPI Data Report) as it relates to Key Performance Indicator where it is expressed as publishable in the table in Schedule 9 which shall not contain any Information which is exempt from disclosure which shall be determined by the Authority; and which shall not constitute Sensitive Information;

Recycled Timber	<p>means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers:</p> <ol style="list-style-type: none"> pre-consumer reclaimed wood and wood fibre and industrial by-products; post-consumer reclaimed wood and wood fibre, and driftwood; reclaimed timber abandoned or confiscated at least ten years previously; <p>it excludes sawmill co-products;</p>
Relief Event	<p>means a failure by the Authority of any of its obligations provided in this Contract save to the extent arising out of or in connection with any act, omission, neglect and/or default committed or made by the Contractor or Subcontractor.</p>
Safety Data Sheet	<p>has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended);</p>
Schedule of Requirements	<p>means Schedule 2 (Schedule of Requirements), which identifies, either directly or by reference, Contractor Deliverables to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable;</p>
Sensitive Information	<p>means the Information listed in the completed Schedule 5 (Contractor's Sensitive Information), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication;</p>
Short-Rotation Coppice	<p>means a specific management regime whereby the poles of trees are cut every one to two years and which is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short-Rotation Coppice is not conventional coppice, which is subject to the timber policy;</p>
Specification	<p>means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, and shall include any document or item which, individually or collectively is referred to in Schedule 2 (Schedule of Requirements). The Specification forms part of the Contract and all Contractor Deliverables to be supplied by the Contractor under the Contract shall conform in all respects with the Specification;</p>

STANAG 4329	means the publication NATO Standard Bar Code Symbologies which can be sourced at https://www.dstan.mod.uk/faqs.html ;
Subcontractor	means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and 'Subcontract' shall be interpreted accordingly;
Substance	means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition;
Timber and Wood-Derived Products	means timber (including Recycled Timber and Virgin Timber but excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing processes obscure the wood element;
Transparency Information	means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, except for (i) any Information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information;
Virgin Timber	means Timber and Wood-Derived Products that do not include Recycled Timber.

Where project specific DEFCONs are included under Condition 45 definitions shall be in accordance with DEFCON 501.

**Schedule 2 – Schedule of Requirement
for Contract No: 708266450**

Item No	Description	Core/Option	Year	Firm/Fixed/LoL Price (£s) (ex VAT)
1.	Provide resources and process for the Discovery Phase as detailed in the BOREALIS Governance Document — Schedule 2 - Annex B, section 2.	Core	Contract Award – 30 th May 2025	Redacted under FOIA Section 43, Commercial Interests
2.	Provide Support to Tiers 1 and 2 as detailed in the Statement of Requirements (SoR) — Schedule 2 - Annex A.	Core	1 st April 2025 to 31 st March 2026 (Period 1)	Redacted under FOIA Section 43, Commercial Interests
3.	Provide Support to Tiers 1 and 2 as detailed in the Statement of Requirements (SoR) — Schedule 2 - Annex A.	Core	1 st April 2026 to 31 st March 2027 (Period 2)	Redacted under FOIA Section 43, Commercial Interests
4.	Provide Support to Tiers 1 and 2 as detailed in the Statement of Requirements (SoR) — Schedule 2 - Annex A.	Core	1 st April 2027 to 31 st March 2028 (Period 3)	Redacted under FOIA Section 43, Commercial Interests
5.	Provision of “Agile Sprint Activity” as detailed in the Governance Document — Schedule 2 - Annex B and in accordance with the “Labour Rates” in Schedule 13.	Core	1 st April 2025 to 31 st March 2026 (Period 1)	Redacted under FOIA Section 43, Commercial Interests
6.	Provision of “Agile Sprint Activity” as detailed in the Governance Document — Schedule 2 - Annex B and in accordance with the “Labour Rates” in Schedule 13.	Core	1 st April 2026 to 31 st March 2027 (Period 2)	Redacted under FOIA Section 43, Commercial Interests
7.	Provision of “Agile Sprint Activity” as detailed in the Governance Document — Schedule 2 - Annex B and in accordance with the “Labour Rates” in Schedule 13.	Core	1 st April 2027 to 31 st March 2028 (Period 3)	Redacted under FOIA Section 43, Commercial Interests

8.a	Provide Support to Tiers 1 and 2 as detailed in the Statement of Requirements (SoR) — Schedule 2 - Annex A.	Option	1 st April 2028 to 31 st March 2029 (Period 4)	Redacted under FOIA Section 43, Commercial Interests
8.b	Provide Support to Tier 3 as detailed in the Statement of Requirements (SoR) — Schedule 2 - Annex A.	Option	1 st April 2028 to 31 st March 2029 (Period 4)	Redacted under FOIA Section 43, Commercial Interests
9.a	Provide Support to Tiers 1 and 2 as detailed in the Statement of Requirements (SoR) — Schedule 2 - Annex A.	Option	1 st April 2029 to 31 st March 2030 (Period 5)	Redacted under FOIA Section 43, Commercial Interests
9.b	Provide Support to Tier 3 as detailed in the Statement of Requirements (SoR) — Schedule 2 - Annex A.	Option	1 st April 2029 to 31 st March 2030 (Period 5)	Redacted under FOIA Section 43, Commercial Interests
10.	Provision of “Agile Sprint Activity” as detailed in the Governance Document — Schedule 2 - Annex B and in accordance with the “Labour Rates” in Schedule 13.	Option	1 st April 2028 to 31 st March 2029 (Period 4)	Redacted under FOIA Section 43, Commercial Interests
11.	Provision of “Agile Sprint Activity” as detailed in the Governance Document — Schedule 2 - Annex B and in accordance with the “Labour Rates” in Schedule 13.	Option	1 st April 2029 to 31 st March 2030 (Period 5)	Redacted under FOIA Section 43, Commercial Interests

Annex A – Statement of Requirement

Annex B – Governance Document

Annex C – Key Deliverable Outcome's

Schedule 3 – Contract Data Sheet

General Conditions
<p>Condition 2 – Duration of Contract:</p> <p>The Contract expiry date shall be: March 31st 2028</p>
<p>Condition 4 – Governing Law:</p> <p>Contract to be governed and construed in accordance with:</p> <p>English Law</p> <p>Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Contractors without a place of business in England (or Scotland, if Scots Law applies) in accordance with Clause 4.g (if applicable) are as follows:</p>
<p>Condition 7 – Authority's Representatives:</p> <p>The Authority's Representatives for the Contract are as follows:</p> <p>Commercial: Redacted under FOIA Section 40, Personal Information (<i>as per Annex A to Schedule 3 (DEFFORM 111)</i>)</p> <p>Project Manager: Redacted under FOIA Section 40, Personal Information (<i>as per Annex A to Schedule 3 (DEFFORM 111)</i>)</p>
<p>Condition 18 – Notices:</p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: Spruce 1C #1261, MOD Abbey Wood, Bristol, BS34 8JH (<i>as per Annex A to Schedule 3 (DEFFORM 111)</i>) (<i>as per Annex A to Schedule 3 (DEFFORM 111)</i>)</p> <p>Contractor:</p>

Notices can be sent by electronic mail? Yes

Condition 19.a – Progress Meetings:

The Contractor shall be required to attend the following meetings:

Progress Meetings as defined in Statement of Requirements Schedule 2 Annex A and Governance Document Schedule 2 Annex B.

The Authority reverses the right to make additions to this section following the Agile methodology agreed between the parties prior to contract award.

Condition 19.b – Progress Reports:

The Contractor is required to submit the following Progress Reports:

Meetings as defined in Statement of Requirements Schedule 2 Annex A and Governance Document Schedule 2 Annex B.

The Authority reverses the right to make additions to this section following the Agile methodology agreed between the parties prior to contract award.

Reports shall be Delivered to the following address:

Project Manager as per Contract Data Sheet, Schedule 3.

Supply of Contractor Deliverables

Condition 20 – Quality Assurance:

Is a Deliverable Quality Plan required for this Contract? YES

Other Quality Assurance Requirements:

(see Quality Assurance Conditions for further details)

Please refer to Contract Terms and Conditions.

Condition 21 – Marking of Contractor Deliverables:

Special Marking requirements: N/A

Condition 24 - Supply of Data for Hazardous Substances, Mixtures and Articles in Contractor Deliverables:

A completed Schedule 6 (Hazardous and Non-Hazardous Substances, Mixture or Articles Statement), and if applicable, UK REACH compliant Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:

- a) The Authority's Representative (Commercial)
- b) Defence Safety Authority – DESEngSfty-QSEPSEP-HSISMULTI@mod.gov.uk

to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date:

~~Condition 25 – Timber and Wood-Derived Products:~~

~~-~~

~~A completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data~~

~~Requirements) is to be provided by e-mail with attachments in Adobe PDF or MS WORD format to the Authority's Representative (Commercial)~~

~~to be Delivered by the following date: — Contract Award Date~~

Condition 26 – Certificate of Conformity:

Is a Certificate of Conformity required for this Contract? Yes

If required, does the Contractor Deliverables require traceability throughout the supply chain? ☐
(tick as appropriate)

Applicable to Line Items:

Condition 28.b – Delivery by the Contractor:

The following Line Items are to be Delivered by the Contractor:

Schedule 2 Schedule of Requirements.

Special Delivery Instructions:

Each consignment is to be accompanied by a DEFFORM 129J.

Condition 28.c - Collection by the Authority:

The following Line Items are to be Collected by the Authority:

Special Delivery Instructions:

Each consignment is to be accompanied by a DEFFORM 129J.

Consignor details (in accordance with Condition 28.c.(4)):

Line Items: Address:

Line Items: Address:

Consignee details (in accordance with Condition 22):

Line Items: Address:

Line Items: Address:

Condition 30 – Rejection:

To be confirmed following agreement to the Contractors Integrated Test, Evaluation and Acceptance Plan (ITEAP) at Schedule 8.

Condition 32 – Self-to-Self Delivery:

Self-to-Self Delivery required? No

If required, Delivery address applicable:

Pricing and Payment

Condition 35 – Contract Price:

Schedule 2 line items 1 – 4 shall be FIRM Price

Schedule 2 line items 8 – 11 shall be FIXED Price

Termination**Condition 42 – Termination for Convenience:**

The Notice period for terminating the Contract shall be twenty (20) days unless otherwise specified here:

Other Addresses and Other Information (*forms and publications addresses and official use information*)

See Annex A to Schedule 3 (DEFFORM 111)

Annex A DEFFORM 111

DEFFORM 111

(Edn 10/22)

Appendix - Addresses and Other Information

1. Commercial Officer

Name: Redacted under FOIA Section 40, Personal Information

Address: Spruce 1C, MOD Abbey Wood, Bristol BS34 8JH

Email: Redacted under FOIA Section 40, Personal Information

8. Public Accounting Authority

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

☐ 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

☐ 44 (0) 161 233 5394

2. Project Manager, Equipment Support Manager or PT Leader

(from whom technical information is available) Name: Redacted under FOIA Section 40, Personal Information

Address Spruce 1C, MOD Abbey Wood, Bristol BS34 8JH

Email: Redacted under FOIA Section 40, Personal Information

9. Consignment Instructions

The items are to be consigned as follows: N/A

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, Mail Point 3351, BRISTOL BS34 8JH

<p>(Where no address is shown please contact the Project Team in Box 2)</p>	<p><u>Air Freight Centre</u></p> <p>IMPORTS ☐ 030 679 81113 / 81114 Fax 0117 913 8943</p> <p>EXPORTS ☐ 030 679 81113 / 81114 Fax 0117 913 8943</p>
<p>4. (a) Supply / Support Management Branch or Order Manager: Branch/Name:</p> <p>Tel No:</p> <p>(b) U.I.N.</p>	<p><u>Surface Freight Centre</u></p> <p>IMPORTS ☐ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946</p> <p>EXPORTS ☐ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946</p> <p>B. <u>JSCS</u></p> <p>JSCS Helpdesk No. 01869 256052 (select option 2, then option 3) JSCS Fax No. 01869 256837</p> <p>Users requiring an account to use the MOD Freight Collection Service should contact UKStratCom-DefSp-RAMP@mod.gov.uk in the first instance.</p>
<p>5. Drawings/Specifications are available from</p> <p>Project Manager specified with Schedule 3</p>	<p>11. The Invoice Paying Authority</p> <p>Ministry of Defence ☐ 0151-242-2000</p> <p>DBS Finance</p> <p>Walker House, Exchange Flags Fax: 0151-242-2809 Liverpool, L2 3YL</p> <p>Website is:</p> <p>https://www.gov.uk/government/organisations/ministry-ofdefence/about/procurement</p>
<p>6. INTENTIONALLY BLANK</p>	<p>12. Forms and Documentation are available through *: Ministry of Defence, Forms and Pubs Commodity Management</p> <p>PO Box 2, Building C16, C Site</p> <p>Lower Arncott</p> <p>Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)</p> <p>Applications via fax or email: LeidosFormsPublications@teamleidos.mod.uk</p>

1. Quality Assurance Representative:

Project manager specified in schedule 3.

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 helpdesk visit <http://dstan.gateway.isg-r.r.mil.uk/index.html> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

***NOTE**

1.Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD

Internet Site:

<https://www.kid.mod.uk/maincontent/business/commercial/index.htm>

2. If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.

Schedule 4 - Contract Change Control Procedure**(i.a.w. clause 6.d) for Contract No: 708266450****Authority Changes**

1. The Authority shall be entitled to propose any change to the Contract (a "Change") or (subject to Clause 2) Changes in accordance with this Schedule 4.
2. Nothing in this Schedule shall operate to prevent the Authority from specifying more than one Change in any single proposal, provided that such changes are related to the same or similar matter or matters.

Notice of Change

3. If the Authority wishes to propose a Change or Changes, it shall serve a written notice (an "Authority Notice of Change") on the Contractor.
4. The Authority Notice of Change shall set out the Change(s) proposed by the Authority in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with clauses 7 to 9 (inclusive).
5. The Contractor may only refuse to implement a Change or Changes proposed by the Authority, if such change(s):
 - a. would, if implemented, require the Contractor to deliver any Contractor Deliverables under the Contract in a manner that infringes any applicable law relevant to such delivery; and/or
 - b. would, if implemented, cause any existing consent obtained by or on behalf of the Contractor in connection with their obligations under the Contract to be revoked (or would require a new necessary consent to be obtained to implement the Change(s) which, after using reasonable efforts, the Contractor has been unable to obtain or procure and reasonably believes it will be unable to obtain or procure using reasonable efforts); and/or
 - c. would, if implemented, materially change the nature and scope of the requirement (including its risk profile) under the Contract; and:
 - d. the Contractor notifies the Authority within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after the date of the Authority Notice of Change that the relevant proposed Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c providing written evidence for the Contractor's reasoning on the matter; and
 - e. further to such notification:
 - (1) either the Authority notifies the Contractor in writing that the Authority agrees, or (where the Authority (acting reasonably) notifies the Contractor that the Authority disputes the Contractor's notice under Clause 5.d) it is determined in accordance with Condition 40 (Dispute Resolution), that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c; and
 - (2) (where the Authority either agrees or it is so determined that the relevant

Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c) the Authority fails to make sufficient adjustments to the relevant Authority Notice of Change (and issue a revised Authority Notice of Change) to remove the Contractor's grounds for refusing to implement the relevant Change under Clauses 5.a, 5.b and/or 5.c within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after:

- i) the date on which the Authority notifies in writing the Contractor that the Authority agrees that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c); or ii) the date of such determination.
6. The Contractor shall at all times act reasonably, and shall not seek to raise unreasonable objections, in respect of any such adjustment.

Contractor Change Proposal

7. As soon as practicable, and in any event within:
- a. (where the Contractor has not notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with Clause 5) fifteen (15) Business Days (or such other period as the Parties agree (acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contract shall have received the Authority Notice of Change; or
 - b. (where the Contractor has notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with Clause 5 and:
 - (1) the Authority has agreed with the Contractor's conclusion so notified or it is determined under Condition 40 (Dispute Resolution) that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c and the Authority has made sufficient adjustments to the relevant Authority Notice of Change (and issued a revised Authority Notice of Change(s)) to remove the Contractor's grounds for refusing to implement the relevant Change(s) under Clauses 5.a, 5.b and/or 5.c) fifteen (15) Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contractor shall have received such revised Authority Notice of Change; or
 - (2) the Authority has disputed such conclusion and it has been determined in accordance with Condition 40 (Dispute Resolution) that the relevant Change(s) is/are not a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c) fifteen (15) Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s)) after the date of such determination,

the Contractor shall deliver to the Authority a Contractor Change Proposal. For the avoidance of doubt, the Contractor shall not be obliged to deliver to the Authority a Contractor Change Proposal where the Contractor notifies the Authority, and the Authority agrees or it is determined further to such notification

in accordance with Clause 5, that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c.

8. The Contractor Change Proposal shall comprise in respect of each and all Change(s) proposed:
 - a. the effect of the Change(s) on the Contractor's obligations under the Contract;
 - b. a detailed breakdown of any costs which result from the Change(s);
 - c. the programme for implementing the Change(s);
 - d. any amendment required to this Contract as a result of the Change(s), including, where appropriate, to the Contract Price; and
 - e. such other information as the Authority may reasonably require.
9. The price for any Change(s) shall be based on the prices (including rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change(s).

Contractor Change Proposal – Process and Implementation

10. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:
 - a. evaluate the Contractor Change Proposal; and
 - b. where necessary, discuss with the Contractor any issues arising (and (in relation to a Change(s) proposed by the Authority) following such discussions the Authority may modify the Authority Notice of Change) and the Contractor shall as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties shall have agreed in writing) after receipt of such modification, submit an amended Contractor Change Proposal.
11. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:
 - a. either indicate its acceptance of the Change Proposal by issuing a DEFFORM 10B in accordance with Condition 6 (Formal Amendments to the Contract), whereupon the Contractor shall promptly sign and return to the Authority the DEFFORM 10B indicating their unqualified acceptance of such amendment in accordance with, and otherwise discharge their obligations under, such Condition and implement the relevant Change(s) in accordance with such proposal; or
 - b. serve Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued in relation to a Change or Changes proposed by the Authority) the Authority Notice of Change (in which case such notice of change shall have no further effect).
12. If the Authority rejects the Contractor Change Proposal, it shall not be obliged to give its reasons for such rejection.
13. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred in connection with the implementation of any Change(s), unless a Contractor Change Proposal has been accepted by the

Authority in accordance with Clause 11.a and then subject only to the terms of the Contractor Change proposal so accepted.

Contractor Changes

14. If the Contractor wishes to propose a Change or Change(s), they shall serve a Contractor Change Proposal on the Authority. Such proposal shall be prepared and reviewed in accordance with and otherwise be subject to the provisions of Clauses 8 to 13 (inclusive).

Schedule 5 - Contractor's Commercial Sensitive Information

(i.a.w. Condition 12) for Contract No :708266450

Contract No: 708266450
<p>Description of Contractor's Sensitive Information:</p> <ol style="list-style-type: none"> 1. The full contents of CGI Proposal (CGI Response to ITT 708266450) including all appendices 2. All prices and Man day rates as presented in CGI Proposal and supporting appendices and as reflected within this Contract 3. Scope of work, schedule and solution to meet the requirement as presented in CGI proposal and as reflected with this Contract 4. Names of personnel (where provided) 5. CVs of personnel (where provided) <p>Reference projects (where provided)</p>
<p>Cross Reference(s) to location of Sensitive Information:</p> <p>Scope of work, schedule and solution included in all sections of CGI Proposal, Order Tender and this Contract</p> <p>Prices and day rates as included in CGI proposal and within this Contract, and any pricing breakdown</p>
<p>Explanation of Sensitivity:</p> <ol style="list-style-type: none"> 1. Dissemination of CGI Proposal documentation and its appendices may be used by competitors to gain insight into CGI's pricing information 2. Dissemination of price and day rates may be used by competitors to gain a commercial advantage 3. Dissemination of scope of work, schedule and solution may be used by competitors to gain a commercial advantage 4. Dissemination of staff names and CVs may create a risk of harm to the individuals <p>Dissemination of reference stories may be used by competitors to gain a commercial advantage</p>
<p>Details of potential harm resulting from disclosure:</p> <ol style="list-style-type: none"> 5. Pricing information may be used by competitors to inform their current and future tenders when in competition with CGI or Subcontractor 6. Dissemination scope of work, schedule and solution may be used by competitors to gain a commercial advantage 7. Named staff may be identified by malicious persons and be vulnerable to security threats
<p>Period of Confidence (if applicable):</p> <p>Contact Details for Transparency / Freedom of Information matters:</p> <p>Name: Redacted under FOIA Section 40, Personal Information</p> <p>Position: Director – Contract and Commercial Management</p> <p>Address: CGI IT UK Limited, Colgate Lane, Salford, M5 3EB</p> <p>Telephone Number: Redacted under FOIA Section 40, Personal Information</p> <p>Email Address: Redacted under FOIA Section 40, Personal Information</p>

Contact Details for Transparency / Freedom of Information

matters: Name:

Position:

Address:

Telephone Number:

Email Address:

Schedule 6 - Hazardous Substances, Mixtures and Articles in Contractor Deliverables Supplied under the Contract

(i.a.w. Condition 24): Data Requirements for Contract No: 708266450

Hazardous and Non-Hazardous Substances, Mixtures or Articles Statement by the Contractor

Contract Number: TBC. ITT No: 708266450

Contract Title: BOREALIS

Contractor: CGI IT UK Limited

Date of Contract: TBC

* To the best of our knowledge there are no hazardous Articles, Deliverables, materials or substances to be supplied. ☒

* To the best of our knowledge the hazards associated with Articles, Deliverables, materials or substances to be supplied under the Contract are identified in the Safety Data Sheets (Qty:) attached in accordance with either:

DEFCON 68 ☐ ; or

Condition 9 of Standardised Contract 1A/B Conditions ☐;

Contractor's Signature:
Redacted under FOIA Section
40, Personal Information

Name: Redacted under FOIA Section 40, Personal Information

Job Title: Redacted under FOIA Section 40, Personal
Information

Date: 20th May 2024

* check box (☒) as appropriate

To be completed by the Authority

DMC:

NATO Stock Number:

Contact Name:

Contact Address:

Contact Phone Number:

Contact Email Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)
Department of Safety & Environment, Quality and Technology (D S &
EQT)
Spruce 2C, #1260
MOD Abbey Wood (South)
Bristol, BS34 8JH

email: DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk

~~Schedule 7 – Timber and Wood-Derived Products Supplied under the Contract:~~~~Data Requirements for Contract No:708266450 (Not used)~~~~The following information is provided in respect of Condition 25 (Timber and Wood-Derived Products):~~

Schedule of Requirements item and timber product type	Volume of timber Delivered to the Authority with FSC, PEFC or equivalent evidence	Volume of timber Delivered to the Authority with other evidence	Volume (as Delivered to the Authority) of timber without evidence of compliance with Government Timber Procurement Policy	Total volume of timber Delivered to the Authority under the Contract

Schedule 8 – Integrated Test and Evaluation Acceptance Plan (ITEAP)

(i.a.w. Condition 29) for Contract No 708266450: The Authority recognises that this Schedule 8 – Integrated Test and Evaluation Acceptance Plan (ITEAP) is subject to refinement and agreement as a result of the Contractors ITN proposal and within the Discovery Phase after Contract Award



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_ITEAP v0_10DRAFT-C

Schedule 9 – Notification of Intellectual Property Rights (IPR) Restrictions

Restrictions for Contract No. 708266450 - PART A – Notification of IPR Restrictions

1. <u>ITT / Contract Number</u>					
2. <u>ID #</u>	3. Unique Technical Data Reference Number / Label		4. Unique Article(s)* Identification Number / Label	5. Statement Describing IPR Restriction	6. <u>Ownership of the Intellectual Property Rights</u>
1	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	
2					
3					
4					
5					
6					
7					
8					
9					

10					
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Please continue on additional sheets where necessary.

PART B – System / Product Breakdown Structure (PBS)

The Contractor should insert their PBS here. For Software, please provide a Modular Breakdown Structure.

(Please see the [DEFFORM 711 Completion Notes](#) for guidance on completing the Notification of Intellectual Property Rights (IPR restrictions form)

Schedule 10 – Government Furnished Assets (GFA)

The Authority does not intend to issue any additional GFA for Tier 1 and/or Tier 2 other than what is specified below unless otherwise agreed between the parties as a result of Agile Tasking.

Tier	Item Name/ Description	Notes	Quantity	Delivery To	Return Date & To
1	Accounts to MOD Cloud		Agreed in Discovery Phase	Following contract award (dependent on internal business processes)	Contract End
1	Access to existing documentation of existing capabilities	Technical handbooks, guides and ICDs etc. Stored on Defence Share		Following contract award (dependent on internal business processes)	Contract End
1	Defence Share Accounts			Following contract award (dependent on internal business processes)	Contract End
1	MODNet Accounts		1	Following contract award (dependent on internal business processes)	Contract End
1	MODCloud Certificates			Following contract award (dependent on internal business processes)	Contract End

1	MOD Provided Data Repository		Agreed in Discovery Phase	Following contract award (dependent on internal business processes)	Contract End
1	Access to SpC HQ & No.1 Space Operational Squadron Facility within NSpoC	Following pass application and issue process. Subject to 5 working day notice and appropriate security clearance.		Following contract award (dependent on internal business processes)	Contract End
1	Sp Cmd sponsored Defence Gateway account	For access to key Defence publications		Following contract award (dependent on internal business processes)	Contract End
1	Hardwired lines and telephony peripherals	Required by the User and for the Contractor to connect to the digital voice over IP solution within BOREALIS.		When available to BOREALIS sites and industry.	Contract End
TIER 2					
2	MODNET/MODCLOUD Secret Account		Agreed during discovery phase.	Following contract award (dependent on internal business processes)	Contract End
2	MODNet S account		1	Following contract award (dependent on internal business processes)	Contract End

TIER 3
To be determined in Discovery Phase.

Schedule 11 – Key Performance Indicators

Publishable Performance Information - Key Performance Indicator Data Report (i.a.w. Condition 12) for Contract No: 708266450

BOREALIS		
Key Performance Indicator 1		
KPI Title	BOREALIS Capability Availability Tier 1	
Incidence Measures, Definitions and Description	The Contractor will be required to provide the user with 99% operational availability (Ao) in accordance with Schedule 2 Annex A 4.10 Availability	
Rationale	This measure ensures the availability of the BOREALIS capability.	
Who Reports	Contractor to Authority	
Measurement Period	Start: First calendar day of Monthly Period Finish: Final calendar day of Monthly Period	
Reporting Frequency	Rolling Monthly	
Performance Criteria		
Performance Bands	Performance Level	% Retention
	To be measured in accordance with condition 58.	

BOREALIS		
Key Performance Indicator 2		
KPI Title	BOREALIS Capability Availability Tier 2	
Incidence Measures, Definitions and Description	The Contractor will be required to provide the user with 99% operational system availability in accordance with Schedule 2 Annex A 4.10 Availability. This KPI 2 comes into force once Tier 2 is in operation.	
Rationale	This measure ensures the availability of the BOREALIS capability.	
Who Reports	Contractor to Authority	
Measurement Period	Start: First calendar day of Monthly Period Finish: Final calendar day of Monthly Period	
Reporting Frequency	Rolling Monthly	
Performance Criteria		
Performance Bands	Performance Level	% Retention
	To be measured in accordance with condition 58.	

BOREALIS		
Key Performance Indicator 3		
KPI Title	BOREALIS Capability Availability Tier 3	
Incidence Measures, Definitions and Description	The Contractor will be required to provide the user with 99% full system availability in accordance with Schedule 2 Annex A 4.10 Availability This KPI 3 comes into force once Tier 3 is in operation.	
Rationale	This measure ensures the availability of the BOREALIS capability.	
Who Reports	Contractor to Authority	
Measurement Period	Start: First calendar day of Monthly Period Finish: Final calendar day of Monthly Period	
Reporting Frequency	Rolling Monthly	
Performance Criteria		
Performance Bands	Performance Level	% Retention
	To be measured in accordance with condition 58.	

BOREALIS	
Key Performance Indicator 4	
KPI Title	BOREALIS Agile Tasking Quality Performance
Incidence Measures, Definitions and Description	<p>The Contractor shall create automated tests for all Features delivered within the planned increment. The Contractor shall execute each automated test at regular intervals throughout the planned increment. By the end of the planned increment all automated tests shall run successfully.</p>
Rationale	<p>This measure helps maintain a consistent and continual focus on quality assurance. Automation enables tests to be run nightly as part of the development pipeline or on-demand if desired. The superset of all automated tests from AURORA plus new tests for each BOREALIS increment creates a regression test suite which can be completed daily, increasing confidence that new work does not have any unintended consequence on previously developed or released software. Daily execution of integration and regression tests accelerate the identification, investigation, and resolution of issues as early as possible within the software development lifecycle.</p> <p>Results of each test run are stored within test management tooling and can be exported as reports as required.</p> <p>Unique referencing of each integration test is added to the Verification Cross Reference Index (VCRI) completing the traceability linkage from requirements through to test and supporting the assurance case.</p>

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Who Reports	Contractor to Authority	
Measurement Period	Start: First Working day of each PI Finish: Final working day of each PI	
Reporting Frequency	Per Increment (agile tasking form), also reported monthly in accordance with Schedule 2 Annex A (Statement of Requirement) 2.4.	
Performance Criteria		
Performance Bands	Performance Level	% Retention
To Standard	81-100% of automated tests passing, for all Features delivered within the planned increment criteria or an alternate test agreed with the Authority.	Nil
Unsatisfactory	60-80% of automated tests passing, for all Features delivered within the planned increment criteria or an alternate test agreed with the Authority.	3%
Under Performing	0-59% of automated tests passing, for all Features delivered within the planned increment criteria or an alternate test agreed with the Authority.	5%

BOREALIS	
Key Performance Indicator 5	
KPI Title	BOREALIS Agile Tasking Increment Performance
Incidence Measures, Definitions and Description	<p>The Contractor will be required to track the successful completion of Increment activities throughout the Agile life cycle of Project BOREALIS. Objectives will be agreed in consultation with the Authority at the beginning of each Increment. Increment Objectives shall either be Committed or Uncommitted, which shall have specific User Stories linked to them. These User Stories should either be delivered within the planned Increment or returned onto the backlog with agreement from the Authority.</p> <p>The Contractor shall prioritise the development of User Stories associated with Committed Objectives. Should the Committed Objectives be successfully achieved ahead of Increment completion, then the Development Team shall begin work on Uncommitted Objectives.</p> <p>'Committed versus Complete' performance metrics shall be reported to the Authority by the Contractor routinely throughout the Project Increment, and final performance metrics are to be detailed in Agile Tasking Form Part 4 upon completion of the Increment.</p>
Rationale	This measure ensures the delivery of planned objectives throughout the iterative delivery cycle of Project BOREALIS as part of its Agile delivery.
Who Reports	Contractor to Authority
Measurement Period	<p>Start: First working day of Quarter Period month</p> <p>Finish: Final working day of the Quarter Period</p>

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Reporting Frequency	Per Increment (Agile tasking Form), also reported Monthly in accordance with Schedule 2 Annex A (Statement of Requirement) 2.4.	
Performance Criteria		
Performance Bands	Performance Level	% Retention
To Standard	81-100% of the User Stories associated with Committed Objectives, as agreed with the Authority in the Agile Tasking Form, have either been successfully delivered or moved onto the backlog, with agreement from the Authority.	Nil
Unsatisfactory	60-80% of the User Stories associated with Committed Objectives, as agreed with the Authority in the Agile Tasking Form, have either been successfully delivered or moved onto the backlog, with agreement from the Authority.	3%
Under Performing	0-59% of the User Stories associated with Committed Objectives, as agreed with the Authority in the Agile Tasking Form, have either been successfully delivered or moved onto the backlog, with agreement from the Authority.	5%

BOREALIS		
Key Performance Indicator 6		
KPI Title		SME Collaboration
Incidence Measures, Definitions and Description		Percentage of BOREALIS application development to be awarded to SME's.
		5% of in year value agile development tasking to be completed by external UK Ecosystem SME's (Small to Medium Enterprise).
Rationale		This measure ensures contribution to the collaboration aims within the National Space Strategy.
Who Reports		Contractor to Authority
Measurement Period		Start: First working day of annual period (1 st April 2025)
		Finish: Final working day of annual period (31 st March 2026)
		Annual rolling
Reporting Frequency		Per Increment (Agile tasking Form), also reported Monthly in accordance with Schedule 2 Annex A (Statement of Requirement) 2.4.
Performance Criteria		
Performance Bands	Performance Level	% Retention

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To Standard	>5% of in year value agile development tasking to be completed by external UK Ecosystem SME's.	Nil
Under Performing	<5% of in year value agile development tasking to be completed by external UK Ecosystem SME's.	5%

BOREALIS	
Performance Indicator 7	
Service Area	Core Support Management
KPI Title	Provision of Progress Reports

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Incidence Measures, Definitions and Description	The Contractor will be required to provide a final Monthly In-Service Report as described at Schedule 2 Annex A 2.3 within 5 working days following each In-Service Management meeting in accordance with Schedule 2 Annex A 2.4 Monthly In-Service reviews.	
Rationale	The measure shall include the on-time delivery of reports, and the accuracy and quality of information provided.	
Who Reports	Contractor	
Measurement Period	Start: First working day of Month Finish: Final working day of Month	
Reporting Frequency	Rolling monthly	
Performance Criteria		
Performance Bands	Performance Level	% Retention
To Standard	Final in-service report received no more than 5 working day later than the delivery due date and accepted with no amendments required.	n/a
Unsatisfactory	Final in-service report received between 5 and 7 working days later than the delivery due date and/or require amendment	n/a
Under Performing	Final in-service report received more than 5 working days later than the delivery due date and/or rejected by the Authority.	n/a

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BOREALIS			
Social Value: Key Performance Indicator 8			
KPI Title	Tackling economic inequality by creating employment opportunities for all		
Incidence Measures, Definitions and Description	MAC 2.2	Commitments	METRIC SPECIFIC
		Annually plan and deliver Cyber Escape Room to the Authority's chosen site, over the BOREALIS contract	Y1
		Plan and host a minimum of four students annually, showcasing Space technology and CGI unclassified project work	1
			2
			3
			4
		CGI commits to running Space-themed coding camps and exhibitions across the UK, and will organise at least one per contract year, with the first provisionally agreed at the National Museum Cardiff	Y1
		CGI will commit to conducting at least three school outreach activities per year, which include domain-specific talks, to promote interest and employment in the Space sector, within our local communities and in collaboration with the Authority	1
			2
			3

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Rationale	The Contractor shall report progress against the Social Value Performance Objectives to the Authority in each Monthly In-service Report (MISR).	
Who Reports	Contractor to Authority	
Measurement Period	Annually	
Reporting Frequency	Monthly	
Performance Criteria		
Performance Bands	Performance Level	% Retention
To Standard	93.75% and above - The Contractor is meeting or is exceeding of PI target.	
Unsatisfactory	87.5% - 93.74% The performance of the Contractor is below and is deemed unsatisfactory of PI target	3%
Under Performing	87.4% and below The performance of the Contractor is significantly below delivery of PI targets	5%

BOREALIS	
Social Value: Key Performance Indicator 9	
KPI Title	Fighting Climate Change

Incidence Measures, Definitions and Description	MAC 4.2	Commitments	Numerical metric	Actual KPI
		100% of technical BOREALIS staff completing the 'green software for Practitioners' course in contract year 2	/ 100%	
		Provide a Sustainability Seminar, from CGI Sustainability team to BOREALIS staff, Authority and partners	x / 1	
		Plant 150 trees per year and will invite the Authority and partners to join us, promoting teamwork and collaboration	x / 150	
		The BOREALIS team also commits to organising six further voluntary events per contract year, to include ongoing initiatives such as Project Seagrass.	/ 6	
Rationale	The Contractor shall report progress against the Social Value Performance Objectives to the Authority in each Monthly In-service Report (MISR).			
Who Reports	Contractor to Authority			
Measurement Period	Annually			
Reporting Frequency	Monthly			

Performance Criteria		
Performance Bands	Performance Level	% Retention
To Standard	100% The Contractor is meeting or is exceeding of PI target	
Unsatisfactory	96.67 - 99.9% The performance of the Contractor is below and is deemed unsatisfactory of PI target	3%
Under Performing	96.66 % and below The performance of the Contractor is significantly below delivery of PI targets	5%

BOREALIS			
Social Value: Key Performance Indicator 10			
KPI Title	Tackling Workforce inequality by supporting in-work progression		
Incidence Measures, Definitions and Description	MAC 6.2	Commitments	Numerical Metric
	Support in-work progression to help people, including those from disadvantaged or minority groups, to move into higher paid work by developing new skills relevant to the contract.	CGI commits annually to at least one BOREALIS SKI (Student Kickstart Initiative) mentor for the duration of the contract. [C4]	x / 1
Rationale	The Contractor shall report progress against the Social Value Performance Objectives to the Authority in each Monthly In-service Report (MISR).		
Who Reports	Contractor to Authority		

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Measurement Period	Annually	
Reporting Frequency	Monthly	
Performance Criteria		
Performance Bands	Performance Level	% Retention
To Standard	100% - The Contractor is meeting or is exceeding of PI target.	
Under Performing	0% - The performance of the Contractor is significantly below delivery of PI targets.	5%

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Schedule 12 –Payment Plan

Subject to agreement by the Authority prior to Contract Award

Contract Year* 2024/2025 (Year) – FIRM. Schedule 2 – Schedule of Requirement Item 1	
31 st March 2025	30 th May 2025
1	2

Discovery Phase	Value (Ex. VAT)	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests
	Total Value (EX. VAT)	Redacted under FOIA Section 43, Commercial Interests	

Contract Year* 2025/2026 (Year 1) – FIRM. Schedule 2 – Schedule of Requirement Item 2				Contract Year* 2026/2027 (Year 2) – FIRM. Schedule 2 – Schedule of Requirement Item 3			
Quarter	Quarter	Quarter	Quarter	Quarter	Quarter	Quarter	Quarter
1	2	3	4	1	2	3	4

Provision of Core Support Activity as detailed in the Statement of	Quarterly Value (Ex.VAT)	Redacted under FOIA Section 43,	Redacted under FOIA Section 43,	Redacted under FOIA Section 43,	Redacted under FOIA Section 43,	Redacted under FOIA Section 43,	Redacted under FOIA Section 43,	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests
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OFFICIAL-SENSITIVE

Requirement at Annex A (Sections 2-4)		Commercial Interests	n 43, Commercial Interests	Commercial Interests	Commercial Interests	Commercial Interests	Commercial Interests		
	Contract Year Value (Ex.VAT)	Redacted under FOIA Section 43, Commercial Interests				Redacted under FOIA Section 43, Commercial Interests			

Contract Year* 2027/2028 (Year 3) – FIRM. Schedule 2 – Schedule of Requirement Item 4				Contract Year* 2028/2029 (Year 4) – FIXED. Schedule 2 – Schedule of Requirement Item 8a			
Quarter	Quarter	Quarter	Quarter	Quarter	Quarter	Quarter	Quarter
1	2	3	4	1	2	3	4

Provision of Core Support Activity as detailed in the Statement of Requirement at Annex A (Sections 2-4)	Quarterly Value (Ex. VAT)	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests
	Contract Year Value (Ex. VAT)	Redacted under FOIA Section 43, Commercial Interests				Redacted under FOIA Section 43, Commercial Interests			

Contract Year* 2028/2029 (Year 4) – FIXED. Schedule 2 – Schedule of Requirement Item 8b				Contract Year* 2029/2030 (Year 5) – FIXED. Schedule 2 – Schedule of Requirement Item 9a			
Quarter	Quarter	Quarter	Quarter	Quarter	Quarter	Quarter	Quarter
1	2	3	4	1	2	3	4

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Provision of Core Support Activity as detailed in the Statement of Requirement at Annex A (Sections 2-4)	Quarterly Value (Ex. VAT)	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests
	Contract Year Value (Ex. VAT)	Redacted under FOIA Section 43, Commercial Interests				Redacted under FOIA Section 43, Commercial Interests			

<p>Contract Year* 2029/2030 (Year 5) – FIXED.</p> <p>Schedule 2 – Schedule of Requirement Item 9b</p>			
Quarter	Quarter	Quarter	Quarter
1	1	3	4

Provision of Core Support Activity as detailed in the Statement of Requirement at Annex A (Sections 2-4)	Quarterly Value (Ex. VAT)	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests
	-Contract Value (EX. VAT)	Redacted under FOIA Section 43, Commercial Interests			

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Schedule 13 – Agile Labour Rates

1. The following roles at this Schedule 13 are anticipated to be used during Agile Delivery of the project. Further definitions shall be found in Schedule 2 Annex B Governance Document Appendix 1 – Roles and Responsibilities.
2. The Contractor is not to price any roles other than the roles listed below and defined in the Governance Document Appendix 1 – Roles and Responsibilities. Where the Contractor uses different grades, they are to provide an average day rate. If roles are not costed, they will be excluded from the BDR calculations.
3. Travel and Subsistence (T&S) will be reimbursed separately. Reasonable Travel and Subsistence (T&S) will be payable on a task-by-task basis using the mechanism at Schedule 14. Claims for T&S should be in line with the Civil Service Code which states civil servants must ensure “public money and other resources are used efficiently” for example, travel should be the most economic option available.

Resource Role	Yr 1 25/26 FIRM (EX VAT)	Yr 2 26/27 FIRM (EX VAT)	Yr 3 27/28 FIRM (EX VAT)	Yr4 28/29 Fixed (EX VAT)	Yr5 29/30 Fixed (EX VAT)
Architecture Roles	Title Only	Title Only	Title Only	Title Only	Title Only
Business Architect	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests
Security Architect	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests
Technical Architect	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests
Data Roles	Title Only	Title Only	Title Only	Title Only	Title Only
Data Engineer	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests
Data Scientist	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests
Performance Analyst	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests

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IT Operations Roles	Title Only	Title Only	Title Only	Title Only	Title Only
Change and release manager	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests
Incident Manager	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests
Product and Delivery Roles	Title Only	Title Only	Title Only	Title Only	Title Only
Delivery Manager	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests
Product Manager	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests
Service Owner (Scrum Master)	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests
Quality Assurance Testing (QAT) Roles	Title Only	Title Only	Title Only	Title Only	Title Only
Quality Assurance Testing (QAT) Analyst	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests
Test Engineer	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests
Test Manager	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests
Software Development Roles	Title Only	Title Only	Title Only	Title Only	Title Only
Development Operations (DevOps) Engineer	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests
Frontend developer	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests
Software developer	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests
User-centred design roles	Title Only	Title Only	Title Only	Title Only	Title Only

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Graphic designer	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests
Interaction designer	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests
Technical writer	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests	Redacted under FOIA Section 43, Commercial Interests

Schedule 14 – Tasking

The Contractor may choose to propose an alternative to the Agile Tasking procedure below as part of their Agile Methodology, The Authority recognises that this Schedule 14 – Tasking is subject to refinement and agreement as a result of the Contractors ITN proposal and within the Discovery Phase after Contract Award.

The Agile tasking process utilises the Agile Tasking Authorisation Form (AG-TAF) series of forms to initiate, manage and formally close Agile taskings.

1. Agile Tasking Authorisation Form (AG-TAF) Part 1 – ‘Task Specification’

- a. Where the Authority identifies a requirement for the commencement of Agile delivery under the BOREALIS contract, the Authority's nominated representative (Project Manager) will raise a new Task Authorisation Form (TAF) as at Schedule 14 of the Contract and issue the TAF to the Contractor via the Authority's Commercial Manager (named in DEFFORM 111 Appendix to Contract) for a Firm Price Quotation. The TAF will include an outline description as a minimum, but the Authority undertakes to provide as much detail of the requirement as possible at this stage.
- b. The Agile AG-TAF will be issued to the contractor on a per Agile Sprint basis.
- c. The Agile AG-TAF Part 1 will include enough information to allow the contractor to provide a firm pricing for Sprint planning, to be held.
- d. The Authority will assign an 'AG' serial number to the AG-TAF, which will remain constant throughout the complete TAF series.

2. Agile Tasking Authorisation Form (AG-TAF) Part 2(a) – ‘Contractors Offer – Agile Sprint Planning’

- a. Upon receipt of AG-TAF Part 1, the Contractor shall provide the Authority with a Firm Price Quotation for the Agile Sprint using the Labour Rates at Schedule 13.
- b. When a AG-TAF Part 1 is received, the Contractor shall complete AG-TAF Part 2(a) with their Firm Price Quotation for the Agile Sprint Planning Event only.
- c. This form must also capture the resource requirements for the Agile Sprint Planning Event, and the duration of resource activity.
- d. AG-TAF Part 2(a) shall be submitted to the Authority within three working days of AG-TAF Part 1 receipt.

3. Agile Tasking Authorisation Form (AG-TAF) Part 3(a) – ‘Approval to Proceed with Agile Sprint Planning’

- a. Should the Contractor’s Firm Price Quotation be acceptable to the Authority, Part 3(a) of the AG-TAF will be signed by all Authority approvers, approval to proceed will be given by the Authority’s Commercial Manager named in DEFFORM 111 Appendix to Contract.
- b. Should AG-TAF 2(a) be found unacceptable, it shall be returned to the Contractor for amendment detailing the reasons for rejection.
- c. Should AG-TAF 2(a) be found acceptable, then the Authority representatives shall formally accept the Firm Quotation by means of Part 3(a) sign off, formally allowing the Project Team to proceed to Agile Sprint Planning.

4. Agile Tasking Authorisation Form (AG-TAF) Part 2(b) – ‘Contractors Offer – Agile Sprint’

- a. Upon completion of the Agile Sprint Planning, the Contractor shall provide the Authority with a Firm Price Quotation for the full completion of the Agile Sprint using the Labour Rates at Schedule 13.
- b. AG-TAF Part 2(b) shall be completed by the Contractor upon completion of the Agile Sprint planning event.
- c. AG-TAF Part 2(b) shall be populated with appropriate detail derived from the Agile Sprint Planning event, to include a firm resource requirement, dates, and durations, Committed and Uncommitted Objectives, and a list of Backlog Items formally to be addressed in the upcoming Agile Sprint.
- d. AG-TAF Part 2(b) must include a Firm Price Quotation, inclusive of all planned Sprints and Retrospective activities.
- e. AG-TAF Part 2(b) shall be submitted to the Authority within three working days of Agile Sprint Planning completion.

5. Agile Tasking Authorisation Form (AG-TAF) Part 3(b) – ‘Approval to Proceed with Agile Sprint’

- a. Should the Contractor’s Firm Price Quotation be acceptable to the Authority, Part 3(a) of the AG-TAF will be signed by all Authority approvers, approval to proceed will be given by the Authority’s Commercial Manager named in DEFFORM 111 Appendix to Contract.
- b. Should AG-TAF 2(b) be found unacceptable, it shall be returned to the Contractor for amendment.
- c. Should AG-TAF 2(b) be found acceptable, then the Authority representatives shall formally accept the Firm Quotation by means of Part 3(b) sign off, formally allowing the Project Team to commence Agile delivery within the Project.

6. Agile Tasking Authorisation Form (AG-TAF) Part 4 – ‘Agile Sprint Completion’

- a. Upon completion of the Agile Sprint, the Contractor shall produce and submit AG-TAF Part 4 to the Authority.
- b. AG-TAF Part 4 shall detail Agile Sprint performance, based on measures and metrics agreed in AG-TAF Part 2(b).
- c. AG-TAF Part 4 shall include a delivery summary, which details progress made against each listed Backlog Item defined in AG-TAF Part 2(b). Full demonstration of acceptance criteria is not to be demonstrated in the AG-TAF, however must be accessible to the Authority.
- d. Any Development Backlog Items that were not completed or failed acceptance, must have a course of action recorded. This shall either be to return it to the Backlog for a future Sprint, to move the item out of the Backlog (for another party to action) or do nothing (accept it as it is).
- e. AG-TAF Part 4 shall also include Lessons Learned over the course of the Agile Sprint.
- f. AG-TAF Part 4 shall be submitted to the Authority within five (5) working days of final Sprint completion.

7. Agile Tasking Authorisation Form (AG-TAF) Part 4 – ‘Agile Sprint Completion Report – Sign Off’

- a. Once Acceptance Criteria has been met as defined in AG-TAF Part 2(a) and AG-TAF Part 2(b), and associated systems, and subject to the Agile Acceptance Process in the

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contract at Condition 49; Part 4 will be signed off by the Authority Representative and will authorise the receipt of payments of invoices.

- b. Should AG-TAF Part 4 be found unacceptable, it shall be returned to the Contractor for amendment.
- c. Should AG-TAF Part 4 be found acceptable, then the Authority Representative shall formally accept that the Agile Sprint has closed satisfactorily by signing sign off the AG-TAF within five (5) working days.
- d. An Authority signed AG-TAF Part 4 formally authorises payment to the Contractor and closure of the Agile Sprint.
- e. Actual billing is not to exceed the original quotation, The Authority can only accept reductions on the existing AG-TAF.
- f. Reductions in billing based on actuals must be included on Part 4 of the AG-TAF, inclusive of detailed commentary as to why.
- g. The Authority PM will sign off this change on Part 4 of the TAF under the section "T&M Reductions for Actuals".

Annex A – Agile Tasking Form

TASK AUTHORISATION FORM – AG-TAF Part 1(a) TAF NO: AG.....
CONTRACT No: 708266450
PART 1a – TASK SPECIFICATION
TASK TITLE –
Part (1a) To include technical deliverables associated with foreground IP. To specify Key Deliverable Outcome at Schedule 2 Annex C.
AG-TAF FORM PART 1(a) SLA (for Authority): 3 working days post status meeting
REQUIRED DELIVERY/COMPLETION DATE
Authority Project Manager (PM): Name:.....Position Signed:.....Date:.....

TASK AUTHORISATION FORM – AG-TAF Part 1(b)TAF NO:
CONTRACT No: 708266450
PART 1b – CONTRACTORS OFFER –
<i>TASK TITLE:</i>
<p><i>FIRM ‘AGILE SPRINT PRICE QUOTATION</i></p> <p>The Contractor’s Firm Price quotation for the above Task is £ (Ex VAT).</p> <p>In accordance with DEFCON 127 and DEFCON 643 as appropriate, the price breakdown including; Direct Labour (Man hours and wage rates); Overheads; Materials; Bought Out parts; Subcontracted work; Special jigs and tools etc., and profit is as follows:</p> <p><u>Agile Sprint: Required Resources</u></p> <p>Contractor resources:</p> <p>Sub-Contractor resources*:</p> <p><u>Agile Sprint: Dates and Durations</u></p>

1. * Sub-Contract quotes are attached (* Delete as appropriate)

AGILE SPRINT COMPLETION DATE:

THIS QUOTATION IS VALID UNTIL (DATE):

AG-TAF FORM PART 1(b) SLA (for the Contractor): 3 working days of receipt of Part 1a

CONTRACTORS AUTHORISING OFFICER

Name:.....Position Signed:.....Date:.....

TASK AUTHORISATION FORM – AG-TAF Part 1(c) TAF NO:
CONTRACT No: 708266450
APPROVAL TO PROCEED WITH
TASK TITLE:
AG-TAF FORM PART 1(c) SLA (for the Authority – All Parties): 3 working days
A. AUTHORITY PROJECT REPRESENTATIVE (PM)
I confirm that the direct labour hours and the material elements of the Firm Price quotation are commensurate with the work involved.
Name:.....Position Signed:.....Date:.....
B . AUTHORITY FINANCE PROJECT APPROVAL FOR ALL TASKS
I confirm that Sufficient Funds exist under the UIN/RAC/LPC and a Requirement Scrutiny has been undertaken.
Name:.....Position Signed:.....Date:.....
C. AUTHORITY COMMERCIAL APPROVAL FOR ALL TASKS
Required for all Tasks before commencement of work
Name:.....Position Signed:.....Date:.....
AGREED FIRM PRICE £ (Ex VAT)
AGREED DELIVERY/COMPLETION DATE:

Agile Sprint Completion Report

TASK AUTHORISATION FORM – AG-TAF Part 2 (d)	TAF NO:
CONTRACT No:708266450	
INCREMENT COMPLETION REPORT	
TASK TITLE:	
Contractor Report <u>Delivery Summary</u> <p>A summary of performance and deliverables against Part 1, Part 1(b) and Part 2(b) of the task. Utilising performance metrics, data and reporting where appropriate.</p> <p>For any tasks not delivered, the Contractor must record what future action is required. The options are:</p> <ul style="list-style-type: none"> • Do nothing (but be explicit that this is the case) • Complete this task under a future AG Task • Specify a minor enhancement that can be considered for completion as part of the maintenance cycle of the delivered solution or of a future project <u>Lessons Learned</u> <p>Summarise the issues related to the chosen approach and the roles and responsibilities within and impacting the project.</p>	
AG-TAF FORM PART 4d SLA (for the Contractor): 5 working days of final Sprint completion	
CONTRACTOR'S DECLARATION	
Name:.....Position Signed:.....Date:.....	
AUTHORITY NOMINATED REPRESENTATIVE ACCEPTANCE OF COMPLETION I confirm that the task has been satisfactorily completed. Name:.....Position Signed:.....Date:.....	
AUTHORITY KPI REVIEW (in Accordance with Schedule 11 – Key Performance Indicators)	
KPI Retention Due? Y/N	
If Yes, % Amount & Reason:	
T&M Reductions for Actuals (Approved by Authority PM):	

Final AG-TAF Billing Amount (Part 2a and 2b):

8. Ad-Hoc Tasking Process

Ad-hoc Task: Part 1

- a. Where the Authority identifies a requirement for the commencement of ad-hoc task outside of the scope of routine Agile Delivery, but remaining within the scope of the BOREALIS contract, the Authority's nominated representative will raise a new Ad-Hoc Task Authorisation Form (TAF) as at Annex B of this Schedule 14 and issue the TAF to the Contractor for a Firm Price Quotation. The TAF will include an outline description as a minimum, but the Authority undertakes to provide as much detail of the requirement as possible at this stage.
- b. Ad-Hoc-TAF Part 1 will be issued to the Contractor on an ad-hoc basis.
- c. Ad-Hoc-TAF Part 1 will include enough information to allow the Contractor to provide a firm pricing for the task.
- d. The Authority will assign an 'Ad-Hoc' serial number to the Ad-Hoc-TAF, which will remain constant throughout the complete TAF series for this task.
- e. Submission of Ad-Hoc-TAF Part 1 to the Contract will initiate the tasking process and formally request firm quotations of work from the Contractor.

9. Ad-Hoc Tasking Authorisation Form (Ad-Hoc-TAF) Part 2 'Contractors Offer'

- a. Upon receipt of Ad-Hoc-TAF Part 1, the Contractor shall provide the Authority with a Firm Price Quotation for the task proposed by the Authority.
- b. When Ad-Hoc-TAF Part 1 is received, the Contractor shall complete Ad-Hoc-TAF Part 2 with their Firm Price Quotation.
- c. This form must capture the duration, time, and materials requirements for the task.
- d. Ad-Hoc-TAF Part 2 shall be submitted to the Authority within three working days of Ad-Hoc-TAF Part 1 receipt.

10. Ad-hoc Acceptance Criteria and Process: Part 3(a)

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- a. Should the Contractor's Firm Price Quotation be acceptable to the Authority, Part 3 of the Ad-Hoc-TAF will be signed by all Authority approvers, approval to proceed will be given by the Authority's Commercial Manager named in DEFFORM 111 Appendix to Contract.
- b. Ad-Hoc-TAF Part 2 shall be reviewed by Authority Financial, Commercial and Project Management representatives.
- c. Should Ad-Hoc-TAF 2 be found unacceptable, it shall be returned to the Contractor for amendment.
- d. Should Ad-Hoc-TAF 2 be found acceptable, then the Authority representatives shall formally accept the Firm Quotation by means of Ad-Hoc-TAF Part 3 sign off, formally allowing the Project Team to proceed with the task.

11. Ad-Hoc Tasking Authorisation Form (Ad-Hoc-TAF) Part 4 – 'Ad-Hoc Services Completion Report'

- a. Upon completion of the Ad-hoc Task activities, the Contractor shall produce and submit Ad-Hoc-TAF Part 4 to the Authority.
- b. If relevant, the Ad-Hoc-TAF Part 4 shall detail performance, based on measures and metrics agreed in Ad-Hoc-TAF Part 2.
- c. If relevant, the Ad-Hoc-TAF Part 4 shall include a Delivery Summary, which details progress made against each listed Backlog Item defined in Ad-Hoc-TAF Part 2. Full demonstration of acceptance criteria is to be demonstrated in the TAF.
- d. Any task items that were not completed or failed acceptance, must have a course of action recorded.
- e. Ad-Hoc-TAF Part 4 shall also include Lessons Learned (if relevant) over the course of the Ad-Hoc task, that shall detail the estimated benefit to be derived from task deliverables.
- f. Ad-Hoc-TAF Part 4 shall be submitted to the Authority within three working days of final task completion.

12. Ad-Hoc Tasking Authorisation Form (Ad-Hoc-TAF) Part 4 – 'Ad-Hoc Report – Sign Off'

- a. Once Acceptance Criteria has been met as defined in Ad-Hoc-TAF Part 1 & 2, and subject to the acceptance process, Part 4 will be signed off by the Authority Representative and will authorise the receipt of payments of invoices.

- b. Ad-Hoc-TAF Part 4 shall be reviewed by the named Authority Representative (Project Manager).
- c. Named Authority representatives of Ad-Hoc-TAF Part 4 shall engaged with Project Subject Matter Experts and stakeholders to verify the technical detail included in the form.
- d. Should Ad-Hoc -TAF 4 be found unacceptable, it shall be returned to the Contractor for amendment detailing the reasons for rejection.
- e. Should Ad-Hoc-TAF 4 be found acceptable, then the Authority Representative shall formally accept that the Ad-Hoc task has closed satisfactorily by signing sign off the TAF within five (5) working days of receipt of the completed Ad-Hoc-TAF 4.
- f. An Authority signed Ad-Hoc-TAF Part 4 formally authorises payment to the Contractor and closure of the Ad-Hoc task.

Annex B – Ad-hoc Tasking Form

TASK AUTHORISATION FORM – Ad-Hoc-TAF Part 1	TAF NO:
CONTRACT No: 708266450	
PART 1 – TASK SPECIFICATION	
TASK TITLE –	
Ad-Hoc Task Description (Free Text Box - including activities, acceptance criteria and deliverables where appropriate):	
Ad-Hoc -TAF FORM PART 1 SLA (for Authority): As Task Requires	
REQUIRED DELIVERY/COMPLETION DATE	
Authority Project Manager (PM): Name:.....Position Signed:.....Date:.....	

TASK AUTHORISATION FORM – Ad-Hoc-TAF Part 2 TAF NO:**CONTRACT No 708266450****PART 2 – CONTRACTORS OFFER*****TASK TITLE:******FIRM PRICE QUOTATION***

The Contractor's Firm Price quotation for the above Task is £
 (Ex VAT).

In accordance with DEFCON 127 and DEFCON 643 as appropriate, the price breakdown including;
 Direct Labour (Man hours and wage rates); Overheads; Materials; Bought Out parts;
 Subcontracted work; Special jigs and tools etc., and profit is as follows:

Required Resources

Contractor resources:

Sub-Contractor resources*:

Dates and Durations of AS TaskingOutputs of AS Tasking

1. * Sub-Contract quotes are attached (* Delete as appropriate)

Ad-Hoc TASK COMPLETION DATE:**THIS QUOTATION IS VALID UNTIL (DATE):**

**Ad-Hoc TAF FORM PART 2 SLA (for the Contractor): 3 working
 days of receipt of Part 1**

CONTRACTORS AUTHORISING OFFICER

Name:.....Position

Signed:.....Date:.....

TASK AUTHORISATION FORM – Ad-Hoc-TAF Part 3 TAF NO:
CONTRACT No 708266450
APPROVAL TO PROCEED WITH AD-HOC TASK
TASK TITLE:
Ad-Hoc -TAF FORM PART 3 SLA (for the Authority – All Parties): 3 working days
A. AUTHORITY PROJECT REPRESENTATIVE (PM)
<p>I confirm that the direct labour hours and the material elements of the Firm Price quotation are commensurate with the work involved.</p> <p>Name:.....Position</p> <p>Signed:.....Date:.....</p>
B . AUTHORITY FINANCE PROJECT APPROVAL FOR ALL TASKS
<p>I confirm that Sufficient Funds exist under the UIN/RAC/LPC and a Requirement Scrutiny has been undertaken.</p> <p>Name:.....Position</p> <p>Signed:.....Date:.....</p>
C. AUTHORITY COMMERCIAL APPROVAL FOR ALL TASKS
<p>Required for all Tasks before commencement of work</p> <p>Name:.....Position</p> <p>Signed:.....Date:.....</p>
AGREED FIRM PRICE £ (Ex VAT)
AGREED DELIVERY/COMPLETION DATE:
.....

Task Completion Report

TASK AUTHORISATION FORM – Ad-Hoc-TAF Part 4	TAF NO:
CONTRACT No: 708266450	
TASK COMPLETION REPORT	
TASK TITLE:	
Contractor Report <u>Delivery Summary</u> A summary of performance and deliverables against Part 1 and Part 2 of this Ad-Hoc-TAF. For any tasks not delivered, the Contractor must record what future action is required. The options are: <ul style="list-style-type: none"> • Do nothing (but be explicit that this is the case) • Complete this task under a future AG Task • Complete the task under a future Ad-Hoc Task • Specify a minor enhancement that can be considered for completion as part of the maintenance cycle of the delivered solution or of a future project <u>Lessons Learned</u> Summarise the issues related to the chosen approach and the roles and responsibilities within and impacting the project. <u>Benefits Enablement Summary</u> Refer to the Benefits section of the Business Case. Reproduce the list of deliverables and the predicted benefits range for each deliverable within the increment.	
Ad-Hoc-TAF FORM PART 4 SLA (for the Contractor): 3 working days	
CONTRACTOR'S DECLARATION	
Name:.....Position Signed:.....Date:.....	
AUTHORITY NOMINATED REPRESENTATIVE ACCEPTANCE OF COMPLETION	
I confirm that the task has been satisfactorily completed. Name:.....Position Signed:.....Date:.....	

Appendix A – Agile Tasking Register

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[illegible]

Appendix B – Ad-hoc Tasking register

[illegible]

Schedule 15 – Security Aspects Letter



Limited
350 Brook Drive

CGI
IT
UK

Green Park
Reading
RG2 6UA

cgi.com

16 April 2024

Redacted under FOIA Section 40, Personal Information
Space DT Team Leader
Defence Equipment & Support
MOD Abbey Wood
Spuce 1c
Bristol
BS34 8JH

Your ref: 708266450

Dear Sir

SECURITY ASPECTS LETTER (SAL) FOR ITN/CONTRACT NUMBER & TITLE: 708266450 PROJECT

BOREALIS On behalf of CGI IT UK Ltd, I acknowledge receipt of the Security Aspects Letter detailed above.

The Security Conditions and the levels of classification outlined in the SAL are fully understood and have been brought to the attention of the person directly responsible for the security of the classified material as well as to the individuals responsible for the provision of the various services associated with the Implementation.

All required security controls can and will be taken to safeguard the material concerned.

Please feel free to contact me should you require any further information.

Yours Sincerely

Redacted under FOIA Section 40, Personal Information
CGI IT UK Ltd,
Group Security Controller
eM Redacted under FOIA Section 40, Personal Information
CC: Redacted under FOIA Section 40, Personal Information

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CGI IT UK Limited

A CGI Group Inc. Company. Registered in England and Wales #947968Registered address: 14th Floor, 20 Fenchurch Street,
London, EC3M 3BY, UK Experience the commitment®

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Schedule 16 – TUPE

TRANSFER REGULATIONS EMPLOYEE TRANSFER ARRANGEMENTS ON EXIT

DEFINITIONS

In this Schedule 16, save where otherwise provided, words and terms defined in Schedule 1 (Definitions) of the Contract shall have the meaning ascribed to them in Schedule 1 (Definitions) of the Contract.

Without prejudice to Schedule 1 (Definitions) of the Contract unless the context otherwise requires:

"Data protection legislation" means all applicable data protection and privacy legislation in force from time to time in the UK, including but not limited to

:

(i) the General Data Protection Regulation ((EU) 2016/679) as retained in UK law by the EU (Withdrawal) Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (the "UK General Data Protection Regulation" or "UK GDPR");

(ii) the Data Protection Act 2018;

(iii) the Privacy and Electronic Communications Directive

2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and

(iv) all applicable legislation and regulatory requirements in force from time to time which apply to a party relating to the processing of personal data and privacy and the guidance and codes of practice issued by the Information Commissioner's Office which apply to a party;

"Employee Liability Information" has the same meaning as in Regulation 11(2) of the Transfer Regulations;

"Employing Sub-Contractor" means any sub-contractor of the Contractor providing all or any part of the Services who employs or engages any person in providing the Services;

"New Provider" means any replacement service provider or providers engaged to provide the Services (or part thereof) or substantially similar services or the Authority itself where the Services or substantially similar services or part thereof continue to be provided by the Authority after partial termination, termination or expiry of this Contract;

"Relevant Transfer" means a transfer of the employment of Transferring Employees from the Contractor or any Employing Sub-Contractor to a New Provider or the Authority under the Transfer Regulations;

"Transfer Date" means the date on which the transfer of a Transferring Employee takes place under the Transfer Regulations;

"Transferring Employee" means an employee wholly or mainly employed or otherwise assigned to the Services (or in respect of partial termination, the relevant part of the Services) whose employment transfers under the Transfer Regulations from the Contractor or any Employing Sub-Contractor to a New Provider;

"Transfer Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time and/or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006 (as amended from time to time), as appropriate.

2. EMPLOYMENT

2.1 Information on Re-tender, Partial Termination, Termination or Expiry
No earlier than one year (1) preceding the termination, partial termination or Expiry of this Contract or a potential Transfer Date or at any time after the service of a notice to terminate this Contract or the provision of any of the Services (whether in whole or part) or on receipt of a written request by the Authority, the Contractor shall (and shall procure that any Employing Sub-Contractor shall):

2.1.1(a) supply to the Authority such information as the Authority may reasonably require in order to consider the application of the Transfer Regulations on the termination, partial termination or expiry of this Contract;
supply to the Authority such full and accurate and up-to-date information as may be requested by the Authority including the information listed in Appendix 1 to this Schedule 16 relating to the employees who are wholly or mainly employed, assigned or engaged in providing the Services or part of the Services under this Contract who may be subject to a Relevant Transfer;

2.1.1(b) provide the information promptly and in any event not later than three months from the date when a request for such information is made and at no cost to the Authority;
acknowledge that the Authority will use the information for informing any prospective New Provider for any services which are substantially the same as the Services or part of the Services provided pursuant to this Contract;
inform the Authority of any changes to the information provided under paragraph 2.1.1(a) or 2.1.1(b) up to the Transfer Date as soon as reasonably practicable.
Three months preceding the termination, partial termination or expiry of this Contract or on receipt of a written request from the Authority the Contractor shall:

2.1.2 ensure that Employee Liability Information and such information listed in Part A of Appendix 2 of this Schedule 16 (Personnel Information) relating to the Transferring Employees is provided to the Authority and/or any New Provider;
inform the Authority and/or any New Provider of any changes to the information provided under this Paragraph 2.1.1 up to any Transfer Date as soon as reasonably practicable;

enable and assist the Authority and/or any New Provider or any sub-contractor of a New Provider to communicate with and meet those employees and their trade union or other employee representatives.

No later than 28 days prior to the Transfer Date the Contractor shall provide the Authority and/or any New Provider with a final list of the Transferring Employees together with the information listed in Part B of Appendix 2 of this Schedule 16 (Personnel Information) relating to the Transferring Employees. The Contractor shall inform the Authority and/or New Provider of any changes to this list or information up to the Transfer Date.

2.1.3 Within 14 days following the relevant Transfer Date the Contractor shall provide to the Authority and/or any New Provider the information set out in Part C of Appendix 2 of this Schedule 16 in respect of Transferring Employees.

2.1.4 Paragraphs 2.1.1(a) and 2.1.2 of this Schedule are subject to the Contractor's obligations in respect of the Data Protection Legislation and the Contractor shall use its best endeavours to obtain the consent of its employees (and shall procure that its Sub-Contractors use their best endeavours to obtain the consent of their employees) to the extent necessary under the Data Protection Legislation or provide the data in an anonymous form in order to enable disclosure of the information required under paragraphs 2.1.1(a) and 2.1.2

2.1.5 Notwithstanding this paragraph 2.1.3, the Contractor acknowledges (and shall procure that its Sub-Contractors acknowledge) that they are required to provide sufficient information to the Authority to enable the Authority to determine the nature of the activities being undertaken by employees engaged in providing the Services, to assess whether there is an organised grouping for the purposes of the Transfer Regulations and to assess who is assigned to such organised grouping. To the extent that anonymous data has been provided by the Contractor pursuant to its obligations under Paragraph 2.1.1 or 2.1.2 above, the Contractor shall provide full data to the Authority no later than 28 days prior to the Transfer Date.

2.1.6 On notification to the Contractor by the Authority of a New Provider or within the period of six months prior to the Termination Date or after service of a notice to terminate this Contract (whether in whole or in part), whichever is earlier and in any event on receipt of a written request by the Authority, the Contractor shall not and shall procure that an Employing Sub-Contractor shall not:

2.1.7 materially amend or promise to amend the rates of remuneration or other terms and conditions of employment of any person wholly or mainly employed or engaged in providing the Services under this Contract; or

2.1.8 replace or re-deploy from the Services any person wholly or mainly employed or engaged in providing the Services, or materially increase or decrease the number of persons performing the Services under this Contract or the working time spent on the Services (or any part thereof); or

2.1.9 reorganise any working methods or assign to any person wholly or mainly employed or engaged in providing the Services (or any part thereof) any duties unconnected with the Services (or any part thereof) under this Contract; or

2.1.9 terminate or give notice to terminate the employment of any person wholly or mainly employed or engaged in providing the Services (or any part thereof)

under this Contract other than in the case of serious misconduct or for poor performance,

2.1.10 save in the ordinary course of business and with the prior written consent of the Authority (not to be unreasonably withheld or delayed) and the Contractor shall indemnify and keep indemnified the Authority in respect of any reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any breach of paragraphs 2.1 of this Schedule 16.

2.1.11 The Authority may at any time prior to the period set out in paragraph 2.1.5 of this Schedule 16 request from the Contractor any of the information in sections 1(a) to (d) of Appendix 1 and the Contractor shall and shall procure any Sub-Contractor will provide the information requested within 28 days of receipt of that request.

Obligations in Respect of Transferring Employees

2.2.1 To the extent that the Transfer Regulations apply on expiry, termination or partial termination of this contract, the Contractor shall and shall procure any Employing Sub-Contractor shall and the Authority shall and shall procure that a New Provider shall in such circumstances:

2.2.2 before and in relation to the Transfer Date liaise with each other and shall co-operate with each other in order to implement effectively the smooth transfer of the Transferring Employees to the Authority and/or a New Provider; and comply with their respective obligations under the Transfer Regulations including their obligations to inform and consult under Regulation 13 of the Transfer Regulations.

Unexpected Transferring Employees

2.3.1 If a claim or allegation is made by an employee or former employee of the Contractor or any Employing Sub-Contractor who is not named on the list of Transferring Employees provided under paragraph 2.3.1 (an "Unexpected Transferring Employee") that he has or should have transferred to the Authority and/or New Provider by virtue of the Transfer Regulations, the Party receiving the claim or allegation shall notify the other Party (or the Contractor shall notify the Authority on the Sub-Contractor's behalf and the Authority shall notify the Contractor on the New Provider's behalf) in writing as soon as reasonably practicable and no later than ten Business Days after receiving notification of the Unexpected Transferring Employee's claim or allegation, whereupon:

2.3.2 the Contractor shall (or shall procure that the Employing Sub-Contractor shall), as soon as reasonably practicable, offer and/or confirm continued employment to the Unexpected Transferring Employee or take such other steps so as to effect a written withdrawal of the claim or allegation; and

2.3.3 if the Unexpected Transferring Employee's claim or allegation is not withdrawn or resolved the Contractor shall notify the Authority (who will notify any New Provider who is a party to such claim or allegation), and the Authority (insofar as it is permitted) and/or New Provider (as appropriate) shall employ the Unexpected Transferring Employee or as soon as reasonably practicable, (subject to compliance with its obligations at paragraph 2.3.1(c)(iii)), serve notice to terminate the

Unexpected Transferring Employee's employment in accordance with his contract of employment; and

2.3.4 the Contractor shall indemnify the Authority against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any of the following liabilities incurred by the Authority or New Provider in dealing with or disposing of the Unexpected Transferring Employee's claim or allegation:

2.3.5 any additional costs of employing the Unexpected Transferring Employee up to the date of dismissal where the Unexpected Transferring Employee has been dismissed in accordance with paragraph 2.3.1(b); any liabilities acquired by virtue of the Transfer Regulations in relation to the Unexpected Transferring Employee;

2.3.6 any liabilities relating to the termination of the Unexpected Transferring Employee's employment but excluding such proportion or amount of any liability for unfair dismissal, breach of contract or discrimination attributable:

2.3.7 to a failure by the Authority or a New Provider to act reasonably to mitigate the costs of dismissing such person);

2.3.8 directly or indirectly to the procedure followed by the Authority or a New Provider in dismissing the Unexpected Transferee; or

2.3.9 to the acts/omissions of the Authority or a New Provider not wholly connected to the dismissal of that person;

2.3.10 any liabilities incurred under a settlement of the Unexpected Transferring Employee's claim which was reached with the express permission of the Contractor (not to be unreasonably withheld or delayed);

2.3.11 reasonable administrative costs incurred by the Authority or New Provider in dealing with the Unexpected Transferring Employee's claim or allegation, subject to a cap per Unexpected Transferring Employee of £5,000; and

2.3.12 legal and other professional costs reasonably incurred;

2.3.13 the Authority shall be deemed to have waived its right to an indemnity under paragraph 2.3.5 if it fails without reasonable cause to take, or fails to procure any New Provider takes, any action in accordance with any of the timescales referred to in this paragraph 2.3.1.

Indemnities on transfer under the Transfer Regulations on Partial Termination, Termination or Expiry of the Contract

2.4.1 If on the expiry, termination or partial termination of the Contract there is a Relevant Transfer, the Contractor shall indemnify the Authority and any New Provider against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any claim by any employee or trade union representative or employee representative arising whether before or after the Transfer Date out of any failure by the Contractor or any Sub-Contractor to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Transferring Employee or any other employee of the Contractor or any Sub-Contractor affected by the Relevant Transfer (as defined by Regulation 13 of the Transfer Regulations), save to

the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Authority or the New Provider.

2.4.2 If there is a Relevant Transfer, the Authority shall indemnify the Contractor against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of, or in connection with:

any claim or claims by a Transferring Employee at any time on or after the Transfer Date which arise as a result of an act or omission of the Authority or a New Provider or a sub-contractor of a New Provider during the period from and including the Transfer Date;

2.4.3 subject to paragraph 2.4.1 any claim by any employee or trade union representative or employee representative arising whether before or after the Transfer Date out of any failure by the Authority or a New Provider or a sub-contractor of a New Provider to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Transferring Employee or any other employee engaged wholly or mainly in connection with the Services by the New Provider or any other employee of the Authority or any New Provider affected by the Relevant Transfer effected by this Contract (as defined by Regulation 13 of the Transfer Regulations),

2.4.4 save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Contractor or any Employing Sub-Contractor.

2.4.5 In the event of a Relevant Transfer, the Authority shall indemnify the Contractor in respect of all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and other liabilities arising out of or in connection with or as a result of a substantial change by the Authority [or a New Provider or any sub-contractor of a New Provider] on or after the Transfer Date to the working conditions of any Transferring Employee to the material detriment of any such Transferring Employee. For the purposes of this paragraph 0, the expressions "substantial change" and "material detriment" shall have the meanings as are ascribed to them for the purposes of Regulation 4(9) of the Transfer Regulations.

Contracts (Rights of Third Parties) Act 1999

A New Provider may enforce the terms of paragraph 2.3 and 2.4 against the Contractor in accordance with the Contracts (Rights of Third Parties) Act 1999.

The consent of a New Provider (save where the New Provider is the Authority) is not required to rescind, vary or terminate this Contract.

Nothing in this paragraph 2.5 shall affect the accrued rights of the New Provider prior to the rescission, variation, expiry or termination of this Contract.

General

The Contractor shall not recover any Costs and/or other losses under this Schedule 16 where such Costs and/or losses are recoverable by the Contractor elsewhere in this Contract and/or are recoverable under the Transfer Regulations or otherwise.

Appendix 1

CONTRACTOR PERSONNEL-RELATED INFORMATION TO BE RELEASED UPON RE-TENDERING WHERE THE TRANSFER REGULATIONS APPLIES

1. Pursuant to paragraph 2.1.1(b) of this Schedule 16, the following information will be provided:
 - a) The total number of individual employees (including any employees of Sub-Contractors) that are currently engaged, assigned or employed in providing the Services and who may therefore be transferred. Alternatively the Contractor should provide information why any of their employees or those of their Sub-Contractors will not transfer;
 - b) The total number of posts or proportion of posts expressed as a full-time equivalent value that currently undertakes the work that is to transfer;
 - c) The preceding 12 months total pay costs – (Pay, benefits employee/employer national insurance contributions and overtime);
 - d) Total redundancy liability including any enhanced contractual payments;
2. In respect of those employees included in the total at 1(a), the following information:
 - a) Age (not date of Birth);
 - b) Employment Status (i.e. Fixed Term, Casual, Permanent);
 - c) Length of current period of continuous employment (in years, months) and notice entitlement;
 - d) Weekly conditioned hours of attendance (gross);
 - e) Standard Annual Holiday Entitlement (not "in year" holiday entitlement that may contain carry over or deficit from previous leave years);
 - f) Pension Scheme Membership;
 - g) Pension and redundancy liability information;
 - h) Annual Salary;
 - i) Details of any regular overtime commitments (these may be weekly, monthly or annual commitments for which staff may receive an overtime payment);
 - j) Details of attendance patterns that attract enhanced rates of pay or allowances;
 - k) Regular/recurring allowances;
 - l) Outstanding financial claims arising from employment (i.e. season ticket loans, transfer grants);
3. The information to be provided under this Appendix 1 should not identify an individual employee by name or other unique personal identifier unless such information is being provided 28 days prior to the Transfer Date.
4. The Contractor will provide (and will procure that the Sub-Contractors provide) the Authority/tenderers with access to the Contractor's and Sub-Contractor's general employment terms and conditions applicable to those employees identified at paragraph 1(a) of this Appendix 1.

Appendix 2

PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS CONTRACT

Part A

Pursuant to paragraph 2.1.1(b) of this Schedule 16, the written statement of employment particulars as required by section 1 of the Employment Rights Act 1996 together with the following information (save where that information is included within that statement) which will be provided to the extent it is not included within the written statement of employment particulars:

Personal, Employment and Career

- a) Age;
- b) Security Vetting Clearance;
- c) Job title;
- d) Work location;
- e) Conditioned hours of work;
- f) Employment Status;
- g) Details of training and operating licensing required for Statutory and Health and Safety reasons;
- h) Details of training or sponsorship commitments;
- i) Standard Annual leave entitlement and current leave year entitlement and record;
- j) Annual leave reckonable service date;
- k) Details of disciplinary or grievance proceedings taken by or against transferring employees in the last two years;
- l) Information of any legal proceedings between employees and their employer within the previous two years or such proceedings that the transferor has reasonable grounds to believe that an employee may bring against the transferee arising out of their employment with the transferor;
- m) Issue of Uniform/Protective Clothing;
- n) Working Time Directive opt-out forms; and
- o) Date from which the latest period of continuous employment began.

Superannuation and Pay

- a) Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken during the last two years;
- b) Annual salary and rates of pay band/grade;
- c) Shifts, unsociable hours or other premium rates of pay;
- d) Overtime history for the preceding twelve-month period;
- e) Allowances and bonuses for the preceding twelve-month period;
- f) Details of outstanding loan, advances on salary or debts;
- g) Pension Scheme Membership;
- h) For pension purposes, the notional reckonable service date;
- i) Pensionable pay history for three years to date of transfer;
- j) Percentage of any pay currently contributed under additional voluntary contribution arrangements; and
- k) Percentage of pay currently contributed under any added years arrangements.

Medical

- a) Details of any period of sickness absence of 3 months or more in the preceding period of 12 months; and
- b) Details of any active restoring efficiency case for health purposes.

Disciplinary

- a) Details of any active restoring efficiency case for reasons of performance; and
- b) Details of any active disciplinary cases where corrective action is on going.

Further information

- a) Information about specific adjustments that have been made for an individual under the Equality Act 2010;
- b) Short term variations to attendance hours to accommodate a domestic situation;
- c) Individuals that are members of the Reserves, or staff that may have been granted special leave for public duties such as a School Governor; and;
- d) Information about any current or expected maternity or other statutory leave or other absence from work.

Part B

Information to be provided 28 days prior to the Transfer Date:

- a) Employee's full name;
- b) Date of Birth
- c) Home address;
- d) Bank/building society account details for payroll purposes Tax Code.

Schedule 17 – Technical Plans

Introduction

This document outlines what technical documents are required from the Contractor and what the contents should include, but not be limited to.

Engineering

CDR No.1	Category: Engineering
Title: Engineering Management Plan (EMP)	
Contract Delivery Date: 01/04/2025 + 25 days	
Submission Request: To be maintained through the life of the project. Reviewed quarterly and up issued annually	
Description: The Contractor shall generate and maintain an EMP aligned with the PD CEN/TR 17603-40-01:2022 (ref. A) guidance, specifically tailored for iterative updates throughout the sprint-driven lifecycle. This document shall be updated at each major release cycle and a final version shall be published at an iterative formal Critical Design Review (CDR) event.	
Plan to include but not limited to: <ul style="list-style-type: none"> • Engineering processes for the chosen Agile methodology, for the support and development elements of the project; • Describe the development environment and appropriate system architectures; • Detail the communication and collaboration tools to be used; • Identify potential technical risks and outline associated mitigation plans and contingency measures; • Describe engineering plan hierarchy and orders of precedence; • Describe the security practices integrated as part of the development lifecycle. • Describe engineering resources allocation across a top level work breakdown structure for the delivery. • Describe the Environmental Management System and Plan in place that support the development and support of the capability, to support the Environmental Case Report CDR 9 generation. 	

CDR No.2	Category: Engineering
Title: Test and Acceptance Plan (TAP)	
Contract Delivery Date: 01/04/2025 + 45 days	
Submission Request: To be maintained through the life of the project. Reviewed quarterly and up issued annually.	
Description: The TAP plan shall align with the Software Requirements Review (SWRR), Preliminary Design Review (PDR) and CDR milestones, ensuring its generation and regular updates as part of a “sprint-driven review cycle”. The Contractor should adhere to the PD CEN/TR 17603-40-01:2022 (ref. A) guidance to ensure implementation of progressive assurance and Agile testing best practices throughout the project lifecycle.	
Plan to include but not limited to:	

- Define the testing goals as aligned with the Key Deliverable Outcomes (KDO's) (ref. B)
- Identify test activities to be completed for formalised reviews and delta reviews as in PD CEN/TR 17603-40-01:2022 (Ref A);
- Define a testing strategy with respect to the selected Agile methodology within inclusion of both manual and automated testing strategies with respect to sprint cycles;
- Specify the testing environment with consideration of scalability and performance considerations;
- Detail the test cases for System Requirements Review (SRR), PDR and CDR milestones and associated "delta reviews" with a traceability to acceptance criteria for backlog items;
- List and detail testing tools to be utilised and associated hardware/software resources as well as training needs for the testing team.

CDR No.3	Category: Engineering
Tile: Proposed High-Level System Design Architecture and Context	
Contract Delivery Date: 01/04/2025 + 60 days	
Submission Request: To be maintained through the life of the project. Reviewed quarterly and up issued annually.	
<p>Description:</p> <p>The Proposed High-Level System Design Architecture and Context gives the stakeholders a "bird's eye" view of the system once the implementation is completed. This plan is to align with the System/Sub-system design description (CDR No. 30) and the LLD</p> <p>Plan to include but not limited to:</p> <ul style="list-style-type: none"> • A brief description of the solution; • Reference to business requirements; • A high-level network and architecture diagram; • A logical breakdown of the solution; • The business processes, use cases, and user stories; • Data flow; • Other forms and representations. 	

CDR No.4	Category: Engineering
Tile: Security Management Plan (SyMP)	
Contract Delivery Date: 01/04/2025 + 30 days	
Submission Request: To be maintained through the life of the project Reviewed quarterly and up issued annually	
<p>Description:</p> <p>The SyMP should be written in alignment with Secure by Design, the security case philosophy and DevSecOps principles. It will integrate security seamlessly into the development lifecycle, emphasising proactive measures, continuous testing and collaboration between development and security teams.</p> <p>Plan to include but not limited to:</p> <ul style="list-style-type: none"> • Provide clear delineation of roles and responsibilities for security; 	

- Define the security requirements/risks as appropriate to project goals and integration of security into User stories and development (controls) tasks as appropriate to DevSecOps principles;
- Establish methods for continuous monitoring and real-time threat detection and incident response plan;
- Detail the processes for identifying and addressing vulnerabilities and patch management;
- Clearly define the incident response procedures and the role and responsibilities during a security incident;
- Detail deployment checks and configuration management including automated security checks as part of the development pipeline prior to deployment;
- Detail security testing methodologies as part of Agile and ensure regular testing as part of a DevSecOps service;
- Specify and manage the security boundary with the cloud provider stakeholders;
- Support the internal assurance of the Product System or Service (PSS) and fulfil the information and evidence needs of the Senior Responsible Officer in order to enable Authority to Operate decisions;
- Approach used for the production of Security Case Reports.

This document shall be updated at each major release cycle and a final version shall be published at an iterative formal CDR event.

CDR No. 5	Category: Engineering
Title: Security Case	
Contract Delivery Date: 01/04/2025 + 60 days	
Submission Request: To be maintained through the life of the project. Reviewed quarterly but aligned for up issue just prior to a major baseline realises to support evidence claims for Authority to Operate.	
<p>Description:</p> <p>The Contractor shall generate and update a security body of evidence against which security claims can be demonstrated by the supplier in the Security case. Drive the suppliers contribution to the Secure by Design risk management approach, evidence demonstration, and support to continual security assurance through life. Information generated by supplier to evidence compliance against DefStan 05-139.</p> <p>Case to include but not limited to:</p> <ul style="list-style-type: none"> • Provide evidential data to support Secure by Design Claims through continual assurance • Contain and evaluate the threat assessment information including identification, assessment and mitigation of security risks; • Specify security controls being developed in conjunction with project security risks, goals and User stories; • Document the results of continuous monitoring mechanisms and real-time threat detection and response procedures as detailed in the SyMP; • Describe and reference security testing applied for each deployment in coherence with the SyMP; 	

- Demonstrate the application of Secure by Design through the correct use of DefStan 05-138 and DefStan 05-139

This security case shall be updated at each major release cycle and a final version shall be published at an iterative formal CDR event.

CDR No.6	Category: Engineering
Title: Software Development Plan	
Contract Delivery Date: 01/04/2025 + 25 days	
Submission Request: To be maintained through the life of the project. Reviewed quarterly and up issued annually.	
<p>Description:</p> <p>The Software Development Plan (SDP) with Agile, Cyber Security and Safety Assurance contains the format, content, and delivery timeframes for the SDP. The SDP provides the acquirer insight into, and a tool for monitoring, the processes to be followed for software development, the methods to be used, the approach to be followed for each activity, and project schedules, organization, and resources. This plan shall also include the necessary specifics to satisfy the software project quality aspects of AQAP 2105, as the authority is not requiring a separate Software Project Quality. This plan must align with the software the Quality Plan (CDR No. 29) and the Space Engineering – Agile Software Development Handbook (Ref A).</p> <p>Plan to include but not limited to:</p> <ul style="list-style-type: none"> • Define the Agile methodology to be used for the project, such as Agile, Scrum, or Kanban, and outlining the processes, practices, and ceremonies to be followed as appropriate to Ref A and Continuous Integration/Continuous Delivery (CI/CD) practices. • Describe the development environment, including the tools, technologies, and resource required for software development, testing, and deployment within the cloud environment(s). • Outline the software development process, including requirements gathering/grooming, design, coding, testing, deployment, and maintenance, and defining the roles and responsibilities of team members at each stage as appropriate to Ref A. Reusable software products. • Establish a timeline for software development activities, including key milestones, deadlines, and dependencies, to ensure timely delivery of project deliverables and Agile development. • Managing of critical requirements • Define assurance processes and procedures to ensure that software deliverables meet predefined acceptance criteria and User expectations. • Identify potential risks and uncertainties that may impact software development, and developing strategies to mitigate, monitor, and manage these risks throughout the development lifecycle. • Establish processes and procedures for managing changes to project scope, requirements, and deliverables, ensuring alignment with the KDO's, Ref A and, stakeholder expectations. 	

- Describe the acquisition quality programme and the effective discharge of the software quality responsibilities for the project (as defined by AQAP 2105). Further to this:
 - The content of Software Quality shall be precise and detailed enough to reflect the ongoing Supplier contractual activities specific to the contract.
 - The Software Quality aspects shall refer to and/or include all procedures, and activities (managerial and technical) to be implemented to mitigate software quality risks.
- Provide reporting on software development progress, status, and performance, including regular updates, progress reports, and status meetings with project stakeholders.

CDR No.7	Category: Engineering
Title: Obsolescence Management Plan (OMP)	
Contract Delivery Date: 01/04/2025 + 45 days	
Submission Request: To be maintained through the life of the project. Reviewed quarterly and up issued annually.	
<p>Description:</p> <p>The Obsolescence Management Plan (OMP) is a requirement of the BS EN IEC 62402:2019 and is a through life document which details the activities that the Contractor implement to identify, treat and resolve the effects of obsolescence to ensure it has no detrimental impact on the availability or through life costs of the project.</p> <p>The OMP will reflect specific details, of how the organisation intends to address and manage obsolescence rather than a generic description on how obsolescence can be managed.</p> <p>The contractor will develop and implement an OMP which demonstrates the OM processes, responsibilities, resources and procedures required to identify, analyse, manage, review, treat and resolve obsolescence risk and issues across the project lifecycle in accordance with contract requirements.</p>	

CDR No.8	Category: Engineering
Title: Configuration Management Plan (CMP)	
Contract Delivery Date: 01/04/2025 + 50 days	
Submission Request: To be maintained through the life of the project. Reviewed quarterly and up issued annually.	
<p>Description:</p> <p>The Configuration Management Plan (CMP) is used to describe and record how Configuration Management (CM) requirements for the Project are to be managed through life. The CMP will evolve throughout the life of the Project and will be periodically reviewed and where necessary updated and re-issued for acceptance / endorsement by the Contractor.</p> <p>Plan to include but not limited to:</p> <ul style="list-style-type: none"> • CM Systems, Tools, Procedures and Resources, including software packages to be used; 	

- Detail the Stakeholders, Organisation, Committees as well as their individual and collective responsibilities;
- CM contractual requirements and policies;
- Configuration Items (CI) Identification, Selection and Documentation (e.g Drawings, datasheets, etc);
- What the CM deliverables are;
- Configuration Change Management (CCM) procedure;
- Policy for maintenance and certification of Government Furnished Assets and Commercial Off-The Shelf (COTS) products;
- Configuration Status Accounting;
- Configuration Status Record (CSR). The CSR should describe the status of the CI at any stage in its life cycle.

CDR No.9	Category: Engineering
Title: Environmental Case Reports	
Contract Delivery Date: 01/04/2025 + 40 days	
Submission Request: To be maintained through the life of the project. Reviewed quarterly and up issued prior to a major baseline release.	
<p>Description:</p> <p>The Environmental Case Reports shall represent a structured argument and body of evidence that supports the project's environmental claims in accordance with DEF STAN 00-051.</p> <p>The Environmental Case arguments and evidence may cover but not limited to:</p> <ul style="list-style-type: none"> • Compliance to environmental obligations (which includes UK Legal requirements). • Prevents or mitigates the potential for unintended events which could result in adverse environmental impact(s). • Opportunities are used to enhance environmental performance of the capability and support sustainable procurement. • Resilient to changing environmental conditions/legislation and can therefore maintain operational capability. • Operating enveloped is defined. • Managed within a suitably robust Environmental Management System as described in the Engineering management plan CDR 1. 	

CDR No.10	Category: Engineering
Title: Human Factors Integration Plan (HFI) Plan	
Contract Delivery Date: 01/04/2025 + 20 days	
Submission Request: To be maintained through the life of the project. Reviewed quarterly and up issued annually.	
<p>Description:</p> <p>The HFI Plan is to describe the solution providers approach to HFI (UI/UX) that follows DEFSTAN 00-251.</p> <p>The HFIP should include but not limited to:</p>	

- Focus on the management aspects of HFI, particularly in terms of the integration of the HFI (UI/UX) within the wider software systems engineering approach,
- Breakdown of HFI tasks and considerations throughout the DevSecOps process and sprint cycles.
- Target activities and outcomes of HFI analyses, design activities, and test and evaluation activities, to meet the technical requirement(s) and/or mitigates or manages the identified HFI Considerations
- There should be a demonstrable process or plan for integrating and managing Human Factors within the Requirements Management/VVRM process

CDR No.11	Category: Engineering
Title: Human Factors Integration Risks (HFI), Assumptions, Issues, Dependencies and Opportunities (RAIDO) Register	
Contract Delivery Date: 01/04/2025 + 20 days	
Submission Request: To be maintained through the life of the project. Reviewed quarterly and up issued 6 monthly.	
<p>Description:</p> <p>The purpose of a HFI (UI/UX) RAIDO Register is to provide a means for recording, tracking and addressing the HFI RAIDO through the course of a project. It should initially be developed in the early phases of a project and will then become a 'living' document that is regularly reviewed and updated through the project's lifecycle.</p> <p>Register to include but not limited to:</p> <ul style="list-style-type: none"> • Brief description of the HFI Consideration; • Owner (who owns the HFI Consideration); • Classification (Risk, Assumption, Issue, Dependency or Opportunity); • User Requirement / System Requirement / Sub-system Requirement to which the Consideration relates; • Likely Impact (on cost, timescale, or performance, applicable to Risks, Issues and Opportunity); • Probability (of risk occurring, of assumption being incorrect, or of opportunity being realised); • Mitigation strategy (applicable to risks, issues and opportunities); • Response Plan and associated actions; • Status (Draft, Open, Deferred, Closed); • Rationale for closure of the HFI Consideration (reference to evidence describing the solution/resolution as appropriate); • Application/functional area 	

CDR No.12	Category: Engineering
Title: Integrated Logistics Plan (ILP)	
Contract Delivery Date: 01/04/2025 + 80 days	
Submission Request: To be maintained through the life of the project. Reviewed quarterly and up issued annually.	
Description:	

The ILP shall include the requirements, tasks, interfaces and milestones for the delivery of the capability. It should provide all necessary support inputs to other project documents, plans and case report evidence. It will contain supportability goals, tasks and delivery of the full software support solution.

Plan to include but not limited to:

- Support operational and organisational goals and structure;
- Availability Planning covering:
 - Architectural design approach and implementation design guides, models, testing and monitoring.
 - Recovery point and recovery time philosophy and goals
- Computer Software Configuration Items (CSCI) goals and targets to meet the support related Delivery Outcomes; (alignment with CMP (CDR 8)
- Disposal;
- Software Supportability;
 - Management and update procedures for Software licences, accounts, certificates renewals, requests and disposal.
- Sustainment risk management (linked to obsolescence management plan (CDR 7), RMP (CDR 33) and Risk register (CDR 34));
- Training plan and delivery outcome
- Technical and training documentation, control and management
- Management of continuity of supply of goods and services through the supply chain;

CDR No.13	Category: Engineering
Title: Low Level Designs (LLD)	
Contract Delivery Date: 01/04/2025 + 65 days	
Submission Request: To be maintained through the life of the project. Reviewed quarterly and up issued prior to a major baseline release.	
Description: The Contractor shall deliver LLD for each defined feature as stated within the High Level Design (HLD) solution and/or legacy feature backlog. An integrated LLD is acceptable if the nature of the solution allows this. The LLD shall align and support the System/Subsystem Design Document (Ref. CDR No. 30), contain detailed configuration information of candidate features to be implemented into the agreed solution. It shall clarify the elements of information provided in the HLD/backlog and shall provide specific and accurate detail of the configuration changes necessary within the existing enabling services (Active Directory, Group Policy etc.). The LLD shall also detail the expected as-installed design configuration and list any configuration items required.	

CDR No.14	Category: Engineering
Title: Verification Cross Reference Index (VCRI)	

Contract Delivery Date: 01/04/2025 + 75 days
Submission Request: To be maintained through the life of the project. Reviewed quarterly and up issued 6 monthly.
<p>Description:</p> <p>The VCRI is to provide traceability from the requirements or defining documentation, into the Projects plans and specifications through to the acceptance for all requirements. It will be derived from the requirements documentation, the Projects plans, procedures, specifications, the design documentation, test specification and Phase Completion Reports.</p> <p>For each requirement the VCRI must include:</p> <ul style="list-style-type: none"> • A unique reference; • Type of requirement, that is: Process, Safety, Technical, User (ATC), User (Asset Operator); • A unique reference(s) to where each requirement is addressed within the Project's documentation; • The method used to prove compliance to each requirement, that is: Analysis, Demonstration, Inspection or Test; • The Project Phase where compliance will be demonstrated; • The unique reference to the results/documentation proving that the requirement was satisfied; • A description of the source of the requirement and scope of the VCRI. For example, Project Plans or Technical Requirements.

CDR No.15	Category: Engineering
Title: Technical Publications	
Contract Delivery Date: 01/04/2025 + 120 days	
Submission Request: To be maintained through the life of the project. Reviewed quarterly and up issued on baseline release.	
<p>Description:</p> <p>Technical Publications enable the Authority, either by itself, or by a third party on its behalf to safely: integrate, operate, diagnose, maintain, repair, support and dispose of a Platform, System, or Equipment (PSE) throughout its life.</p> <p>The Contractor shall retain responsibility for the configuration control, maintenance, modification and the issue of amendments/updates for all Authority owned equipment publications throughout the period of the contract. All documentation is subject to Authority approval and the documentation shall be updated annually except for updates related to system safety or security; such updates will be performed immediately.</p> <p>Technical software Publications to include, but not limited to:</p> <ul style="list-style-type: none"> • User Operations manuals • User (admin) enabled software maintenance manual • User (admin) software installation manual 	

CDR No.16	Category: Engineering
Title: Training Documentation	
Contract Delivery Date: 01/04/2025 + 120 days	

Submission Request: To be maintained through the life of the project. Reviewed quarterly and up on baseline release.

Description:

The Contractor shall provide training documentation for new updates as well as update other relevant documentation to enable efficient training.

Training documentation to include but not limited to:

- Trainee course materials & supporting information
- Instructor supplementary course notes
- Course completion Certificate
- Course question set/examination (if applicable)

CDR No.17

Category: Engineering

Title: Interface Control Document (ICD)

Contract Delivery Date: 01/04/2025 + 125 days

Submission Request: To be maintained through the life of the project. Reviewed quarterly and up issued on baseline release.

Description:

Interface Control Document (ICD) documents to describes and record of all interface information (such as drawings, diagrams, tables, and textual information) generated for the project. Contains the interface specifications (messages, fields, usage, security) as well as the properties of the systems using this interface. An ICD is an extension of an Interface Design Document (IDD).

Should cover but not limited to:

- Interface design
- Interface identification and diagrams
- To include the endpoints, request/response formats, and any authentication/authorisation mechanisms.
- The inputs and outputs of a single interface, documented in individual Software Interface Requirements Specifications(SIRS).
- The complete interface protocol from the lowest physical elements (e.g., the mating plugs, the electrical signal voltage levels) to the highest logical levels (e.g., the level 7 application layer of the OSI model) would each be documented in the appropriate interface requirements spec and fall under a single ICD for the "system".

CDR No.18

Category: Engineering

Title: Interface Design Document (IDD)

Contract Delivery Date: 01/04/2025 + 125 days

Submission Request: To be maintained through the life of the project. Reviewed quarterly and up issued on baseline release.

Description:

To be maintained through the life of the project. Reviewed quarterly and up issued annually. The IDD can be used to supplement the System/Subsystem Design Description (SSDD), Software Design Description (SDD) and Database Design Description (DBDD). The IDD and its companion ICD serve to communicate and control interface design decisions. Content should cover but not limited to:

- Interface and system overview

- Constraints and limitations
- Transaction processing and design patterns
- The transaction flow
- The message structure and protocols
- The message fields
- Security
- Communications and data transfer

CDR No.19	Category: Engineering
Tile: Development Roadmap	
Contract Delivery Date: 01/04/2025 + 30 days	
Submission Request: To be maintained through the life of the project. Reviewed quarterly and up issued annually.	
Description: The Contractor shall provide an initial roadmap to cover 5 years (3 plus 2 option years) of the contract. This roadmap must demonstrate the Contractors ability to meet Initial Operating Capability within 3 years. This initial roadmap should align with the BOREALIS KDO's and provide a plan for S Cloud and AS Cloud migration. The Contractor shall update the roadmap in advance of each Change Control Board (CCB).	

CDR No.20	Category: Engineering
Tile: Service Delivery Plan	
Contract Delivery Date: 01/04/2025 + 20 days	
Submission Request: To be maintained through the life of the project. Reviewed quarterly and up issued annually.	
Description: The Contractor shall provide a Delivery Plan identifying the ILS / Supportability Analysis activities and interfaces required to ensure that the transfer to Service and In-Service support are undertaken in the most cost effective and efficient manner possible. It can include but is not limited to: <ul style="list-style-type: none"> • Preparation for In-Service Support. • In-Service activities. • Availability monitoring and controls 	

CDR No.21	Category: Engineering
Tile: Safety Management Plan	
Contract Delivery Date: 01/04/2025 + 35 days	
Submission Request: To be maintained through the life of the project. Reviewed quarterly and up issued annually.	
Description: Provide a proportional Safety Management Plan (SMP) that plans appropriate safety activities to support the generation of a proportional safety statement in accordance with the general guidelines defined in DEFSTAN 00-056 and DEFSTAN 00-055.	

CDR No.22	Category: Engineering
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Tile: Safety Case
Contract Delivery Date: 01/04/2025 + 80 days
Submission Request: To be maintained through the life of the project. Reviewed quarterly and up issued annually.
<p>Description:</p> <p>The Authority has assessed that BOREALIS does not need a full suite of functional safety artefacts (e.g. Functional Failure Analysis, Hazard Log, Safety Case Report). However, the Authority requests that the Contractor provides engineering/design/test evidence to support the generation of a proportional safety statement in accordance with the general guidelines defined in DEFSTAN 00-056 and DEFSTAN 00-055.</p>

CDR No.30	Category: Engineering
Title: System/Subsystem Design Description (SSDD)	
Contract Delivery Date: 01/04/2025 + 80 days	
Submission Request: To be maintained through the life of the project. Reviewed quarterly and up issued annually.	
Description: The System/Subsystem Design Description (SSDD) describes the system- or subsystem-wide design and the architectural design of a system or subsystem. The SSDD, with its associated IDD and DBDDs, is used as the basis for further system development. It can include but not limited to: <ul style="list-style-type: none">• System overview• System wide design decisions• Architectural design• System components• Concept of execution	

CDR No.31	Category: Engineering
Tile: Software Design Description (SDD)	
Contract Delivery Date: 01/04/2025 + 80 days	
Submission Request: To be maintained through the life of the project. Reviewed quarterly and up issued annually.	
Description: The Software Design Description (SDD) describes the design of a Computer Software Configuration Item (CSCI). It describes the CSCI-wide design decisions, the CSCI architectural design, and the detailed design needed to implement the software.	
It can include but not limited to: <ul style="list-style-type: none">• System overview• Computer Software Configuration Item (CSCI) wide design decisions• CSCI Architectural design• CSCI components• Concept of execution• Interface design	

CDR No.32	Category: Engineering
Title: Database Design Description (DBDD)	
Contract Delivery Date: 01/04/2025 + 80 days	
Submission Request: To be maintained through the life of the project. Reviewed quarterly and up issued annually.	
<p>Description:</p> <p>The Database Design Description (DBDD) describes the design of a database, that is, a collection of related data stored in one or more computerized files in a manner that can be accessed by users or computer programs via a database management system (DBMS). It can also describe the software units used to access or manipulate the data.</p> <p>The DBDD is used as the basis for implementing the database and related software units. It provides the acquirer visibility into the design and provides information needed for software support.</p> <p>It can include but not limited to:</p> <ul style="list-style-type: none"> • System overview • Database-wide design decisions • Detailed design of databases • Detailed design of software units used for database access or manipulation. • Requirements traceability 	

CDR No.35	Category: Engineering
Title: Software Interface requirement Specification	
Contract Delivery Date: 01/04/2025 + 80 days	
Submission Request: To be maintained through the life of the project. Reviewed quarterly and up issued annually.	
<p>Description:</p> <p>The Software Interface Requirements Specification (SIRS) shall specify the requirements imposed on one or more systems, subsystems computer software configuration items (CSCI) or other system components to achieve one or more interfaces.</p>	

Project Management

CDR No.23	Category: Project Management
Title: Project Management Plan (PMP)	
Contract Delivery Date: 01/04/2025 + 20 days	
Submission Request: To be maintained through the life of the project. Reviewed quarterly and up issued annually.	
<p>Description:</p> <p>The PMP shall provide a coherent source of information that defines the project and how it will be managed. It provides the baseline against which the progress and conduct of the project are assessed.</p> <p>Plan to include but not limited to:</p> <ul style="list-style-type: none"> • Background to the project; 	

- Project objectives and / or requirements, scope and exclusions, constraints;
- Stakeholders, including analysis of their influence and attitude towards the project;
- Risks, issues, assumptions and dependencies, referring to the related registers;
- Description of project approach, including project management lifecycle;
- Project organisation, including key role descriptions, terms of reference and authority levels;
- Strategies / plans for acceptance; assurance; risk management; issue resolution; assumptions management; stakeholder engagement and communications; project monitoring and control, including change control; project reporting; information management.

CDR No.24	Category: Project Management
Title: Exit Management Plan	
Contract Delivery Date: 01/04/2025 + 25 Days	
Submission Request: To be maintained through the life of the project. Reviewed 6 monthly and up issued annually	
<p>Description:</p> <p>The Exit Management Plan shall set out the framework for instigating and implementing the actions required affecting an orderly exit on termination of the contract.</p> <p>Plan to include but not limited to:</p> <ul style="list-style-type: none"> • Detail who will be involved; • A programme of actions; • Periods of notice for delivery of information; • Any inspection requirements for assessing the condition of facilities, tools, spares etc. that industry will transfer to MOD; • Data required for re-competition when appropriate, etc. <p>It should address the requirement to Exit both at the planned contract end and due to early termination.</p>	

CDR No.25	Category: Project Management
Title: Business Continuity Plan	
Contract Delivery Date: 01/04/2025 + 45 days	
Submission Request: To be maintained through the life of the project. Reviewed 6 monthly and up issued annually.	
<p>Description:</p> <p>The Authority requires satisfactory evidence that the Contractor has Business Continuity measures in place to mitigate any disruptions. Business Continuity Plans must detail the extent of the Contractors reliance on the Authority to deliver against its contractual obligations.</p> <p>Plan to include but not limited to:</p> <ul style="list-style-type: none"> • Scope; • Risk Appetite; • Critical Outputs, Business Impact Analysis (BIA) and Dependencies; • Business Continuity Management Team; • Plan Procedure and Recovery Strategies; 	

- Related Plans and Arrangements;
- Personnel and Welfare.

CDR No.26	Category: Project Management
Title: Master Data Assumptions List (MDAL)	
Contract Delivery Date: 01/04/2025 + 20 days	
Submission Request: To be maintained through the life of the project. Reviewed quarterly and up issued 6 monthly.	
Description: The Contractor shall produce a MDAL, this is an agreed set of Data and Assumptions that are used as inputs to a programme / project so that required outputs can be obtained. Typical information would include, the detail of the assumption / data, the date, the source of the assumption and the owner of the assumption.	

CDR No.27	Category: Project Management
Title: Monthly In-Service Reports (MISR)	
Contract Delivery Date: 01/04/2025 + 25 days	
Submission Request: To be maintained through the life of the project. Provided monthly iaw meeting schedule.	
Description: The Contractor shall produce a Monthly In-Service Report (MISR) to include as a minimum: <ul style="list-style-type: none"> • Joint MOD/Contractor Risk Register showing the top three risks only and issues. The risk register including all risks shall be live throughout the period of the Contract; • Cost and Schedule Status; • Availability levels in last calendar month (1 working day of the month to the last working day of the month); • Performance, health and usage metrics of the capability; • Data usage and storage utilisation; • Predicted and actual cost of MODCloud credits required by contractor; • Statistics of calls to helpdesk including quantities received, resolved and current status; • Detail of periods of planned downtime carried out; • Plans for downtime in the next reporting month; • For each KPI, the actual performance achieved over the previous month, and that achieved over the previous three months; • Development activities carried out in accordance with Ref D (Section 3.2.1). The Contractor shall produce and maintain reports on Cost and Schedule Status Reports (CSSR) and produce in year spend forecasts at the beginning of each FY.	

CDR No.28	Category: Project Management
Title: Meeting Minutes	
Contract Delivery Date: 01/04/2025 iaw agreed meeting schedules	

Submission Request: To be maintained through the life of the project. Issued in accordance each type of meeting schedule.

Description:

The Contractor shall provide issue minutes after meetings within 5 working days following the meeting.

Minutes to include but not limited to:

- Date;
- Attendees;
- Agenda;
- Points discussed;
- Action points and owners;
- Date of next meeting if relevant.

CDR No.29	Category: Project Management
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Title: Quality Plan

Contract Delivery Date: 01/04/2025 + 55 days
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Submission Request: To be maintained through the life of the project. Reviewed and up issued annually.

Description:

The Deliverable Project Quality Plan (QP) is to document and communicate the project activities that are to be undertaken to ensure acquisition quality and the effective discharge of the delivery team leader's quality responsibilities. As defined by AQAP 2105 and reflect the application of the AQAP 2110 Quality Management System in place.

- The scope of the Quality Management System shall be documented in the Quality Plan as it applies to the contract. The content of the Quality Plan shall be precise and detailed enough to reflect the ongoing Supplier contractual activities specific to the contract.
- The Quality Plan shall refer to and/or include all procedures, plans and other documents applicable to the contract. The Quality Plan shall specify the activities (managerial and technical) to be implemented, either directly or by reference to procedures and documents.

CDR No.33	Category: Project Management
Title: Risk Management Plan (RMP)	
Contract Delivery Date: 01/04/2025 + 50 days	
Submission Request: To be maintained through the life of the project. Reviewed and up issued annually.	
<p>Description:</p> <p>The RMP purpose is to set out the mechanisms that implement the Risk Management Strategy. It defines roles, responsibilities, methodology, tools, and techniques specific to the project and how threats and opportunities are to be managed through life as part of the overall management strategy.</p> <p>RMP to include but not limited to:</p> <ul style="list-style-type: none"> • Identification of Main Risk Management • Organisation, Roles, Reporting Procedures • Process, Identification, Assessment, Planning and Implementation • Risk Management Activities • Reviews and Reporting Procedure • Risk Register • Tools and Techniques 	

CDR No.34	Category: Project Management
Title: Risk Register	
Contract Delivery Date: 01/04/2025 + 50 days	
Submission Request: To be maintained through the life of the project. Reviewed Monthly as part of monthly in-service reports (MISR).	
<p>Description:</p> <p>The Risk Register is central repository for risk data, it serves as identifier of risks, their timing and their impacts and once risk analysis has been performed, discussed and recorded within the risk register; it also provides the basis for management risk reviews and aids decision making.</p> <p>RMP to include but not limited to:</p> <ol style="list-style-type: none"> An assessment of the risk and the priority of each risk (and regular review) Track the response strategy chosen by each Risk Owner Identify Action Owners, target delivery dates and track progress. Identify inter-dependencies and hand-shake arrangement. Record risk transfers, delegations or escalation Confirm when the risk was closed and why. <p>Risk Register main headings to include but not limited to:</p> <ul style="list-style-type: none"> Risk Name/Title Risk Type Risk Status Risk Description Cause Owner Trigger / Expiry Date Probability / Likelihood Basis of Estimate Risk Response 	

Schedule 18 – Contractor Proposals

Annex A - Contractor support Statement of Work



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Annex B – Contractor's Agile Methodology



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