

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE:	DF/086
CALL-OFF TITLE:	Defence DevSecOps Service (D2S) Product Manager Resources
CALL-OFF CONTRACT DESCRIPTION:	Product Manager resources for the Defence DevSecOps Service
THE BUYER:	Defence Digital, Digital Foundry Commercial
BUYER ADDRESS	Spur B2 Building 405 MOD Corsham Westwells Road Wiltshire SN13 9NR
THE SUPPLIER:	Insight Direct UK Ltd
SUPPLIER ADDRESS:	The Technology Building, Insight Campus, Terry Street, Sheffield, S9 2BU
REGISTRATION NUMBER:	02579852
INSIGHT LEGAL REF:	16315

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 17th October 2023.

It's issued under the Framework Contract with the reference number RM6263 for the provision of Digital Specialists and Programmes Deliverables.

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

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

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

CALL-OFF LOT(S):

Lot 2 – Digital Specialists

CALL-OFF INCORPORATED TERMS

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

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions) RM6263
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6263
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)

- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Joint Schedule 13 (Cyber Essentials)
- Call-Off Schedules for RM6263
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
 - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliveries)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 14B (Service Levels and Balanced Scorecard)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 17 (MOD Terms)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
- 5. CCS Core Terms (version 3.0.11)
- 6. Joint Schedule 5 (Corporate Social Responsibility) RM6263

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

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

- 1) **Security Clearance** - The Parties agree that the Supplier Rate Card set out in Schedule 5 (Pricing Details and Expenses Policy) Annex 2 (Supplier Rate Card) represents the Charges associated with the provision of staff with SC clearance. Should staff with DV clearance be required, any uplift will be dealt with in the relevant SoW.

CALL-OFF START DATE:	1st November 2023
CALL-OFF EXPIRY DATE:	31st March 2024
CALL-OFF INITIAL PERIOD:	5 Months
CALL-OFF OPTIONAL EXTENSION PERIOD:	2 x 3 Months (6 months in total)
MINIMUM NOTICE PERIOD FOR EXTENSION(S):	10 Working Days
CALL-OFF CONTRACT VALUE:	£273,000 ex VAT (Capped T&M Limit of Liability)

CALL-OFF CONTRACT VALUE

The maximum possible throughput (not to exceed total value) is £273,000 (ex VAT). This is a **Limit of Liability** and **not committed spend**. The initial contract value will be for **£182,000 (ex VAT) LoL (capped T&M)**, incorporating Statement of Work (SOW) '01' below. Without prior commitment, additional Statement of Works may be placed on the contract during the term with agreement between the Buyer and Supplier, increasing the value of the contract each occurrence.

CALL-OFF DELIVERABLES

The Deliverables will be defined in each Statement of Work.

BUYER's STANDARDS

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards set out in FrameworkSchedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

Quality Standards

a) No specific Quality Management system requirements are defined. This does not relieve the Supplier of providing conforming products under this contract. Certificate of Conformity shall be provided in accordance with DEFCON 627.

b) No deliverable Quality Plan is required for reference DEFCON 602B.

c) Concessions shall be managed in accordance with Def Stan. 05-061 Part 1, Issue 7 –

Framework Ref: RM6263

Project Version: v1.0

Model Version: v3.7

Quality Assurance Procedural Requirements – Concessions.

d) Concessions shall be managed in accordance with Def Stan. 05-061 Part 1, Issue 7 – Quality Assurance Procedural Requirements – Contractor Working Parties.

Technical Standards

The Supplier is expected to deliver the work using the most appropriate project management (e.g., Agile) and service management ITIL methodologies, as agreed within the team and in accordance with both the Government's Technology Code of Practice, and the Government Service Manual (where each applies).

CYBER ESSENTIALS SCHEME

The Buyer requires the Supplier, in accordance with Joint Schedule 13 (Cyber Essentials Scheme) to provide a Cyber Essentials Plus Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the CoreTerms, as amended by the Framework Award Form Special Terms.

CALL-OFF CHARGES

Capped Time and Materials (CTM) - maximum amount to be paid by the Buyer under a Time and Materials mechanism for the delivery of the Deliverables and the agreed scope.

Where non-UK Supplier Staff (including Subcontractors) are used to provide any element of the Deliverables under this Call-Off Contract, the applicable rate card(s) shall be incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy) and the Supplier shall, under each SOW, charge the Buyer a rate no greater than those set out in the Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules) applicable rate card for the Supplier Staff undertaking that element of work on the Deliverables

REIMBURSABLE EXPENSES

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

PAYMENT METHOD

Payment method	The payment method for this Call-Off Contract is CP&F .
Payment profile	The payment profile for this Call-Off Contract is monthly in arrears.
Invoice details	The Supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.
Who and where to send invoices to	Invoices will be sent to electronically via CP&F in addition to a digital copy emailed to the named Project Manager on the Statement of Work (SOW) and Redacted Under FOIA Section 40, Personal Information .
Invoice information required	All invoices must include the contract reference number, SOW number and title. Invoices must provide a full breakdown of the costs incurred for the Authority's review and approval. All T&S claims should be supported by valid receipts.
Invoice frequency	Invoice will be sent to the Buyer Monthly .

BUYER'S INVOICE ADDRESS:

Redacted Under FOIA Section 43, Commercial Interests

Redacted Under FOIA Section 40, Personal Information

BUYER'S AUTHORISED REPRESENTATIVE

Redacted Under FOIA Section 40, Personal Information

BUYER'S ENVIRONMENTAL POLICY

Not Applicable

BUYER'S SECURITY POLICY

Within the scope of the Call-Off Contract, the Supplier will provide only individuals holding Security Check (SC) security clearance. SC security clearance is required for duration of the contract. The Supplier is responsible for obtaining and maintaining security clearances.

The Supplier is required to produce a security policy as per Call-Off Schedule 9 (Security), within 20 days of contract award. This must be updated in line with specific Statement of Works (SOW), but this will be advised at the time of the SOW.

SUPPLIER'S AUTHORISED REPRESENTATIVE

Redacted Under FOIA Section 40, Personal Information

SUPPLIER'S CONTRACT MANAGER

Redacted Under FOIA Section 40, Personal Information

PROGRESS REPORT FREQUENCY

The following reporting obligations shall govern the Contract:

1. Contract Progress report – These reports must contain, but are not limited to, an overview of the current SOW portfolio, spend to date and evidence of performance against the KPI's. This report Shall:
 - a. Be used as the basis of the discussions at the monthly Contract performance review meetings detailed in Condition 12 of the Contract.
 - b. Be delivered to the Authority's Project Manager two (2) business days before the monthly contract performance review meeting. Any delays will be subject to mutual approval.
2. Individual SOW reports – The Authority reserves the right to request monthly (or on a less frequent occurrence where indicated), reports for individuals SOWs. Details to what these reports must include will be specified in the SOW and agreed by both parties. Specific SOW reporting frequencies may vary and will be notified at the time.
3. The Supplier shall provide a Social Value Plan Report on a quarterly basis, demonstrating progress aligned with the Social Value Section under the Order Form.
4. The Supplier shall report to the Authority, on a quarterly basis, the knowledge transfer activity that has been conducted under this contract.

The provision of the reports by the Supplier and receipt by the Authority shall be in accordance with

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DEFCON 525. The reports shall not prejudice any rights or obligations of the Authority or the Supplier under the Contract.

PROGRESS MEETING FREQUENCY

An initial Kick-Off governance meeting will be held no later than twenty (20) working days from the Call-off Contract Start Date.

Subsequent Contract Progress meetings will be held Monthly. The Supplier shall attend progress meetings and provide Reports in accordance with the Progress Report Requirements for this contract.

Additional meetings required to ensure the proper performance of this Contract will be at the reasonable discretion of both parties.

The Authority's Project Manager or a nominated deputy, will chair all meetings (hereinafter the Chairperson).

The Supplier shall provide the secretariat for the meetings to take the minutes and record actions. A copy of the draft minutes shall be submitted by the Supplier to the Chairperson for approval no later than five (5) business days after each meeting. The Chairperson shall agree or amend the minutes in writing within five (5) business days of receipt of the draft.

Specific SOW progress meetings may vary and will be mutually agreed at the time.

KEY STAFF**Commercial Contact Details:**

For the Buyer:	Name:	Redacted Under FOIA Section 40, Personal Information
	Title:	Redacted Under FOIA Section 40, Personal Information
	Email:	Redacted Under FOIA Section 40, Personal Information
	Phone:	Redacted Under FOIA Section 40, Personal Information
For the supplier	Name:	Redacted Under FOIA Section 40, Personal Information
	Title:	Redacted Under FOIA Section 40, Personal Information
	Email:	Redacted Under FOIA Section 40, Personal Information

	Phone:	Redacted Under FOIA Section 40, Personal Information
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Operations/Contract Management:

For the Buyer:	Name:	Redacted Under FOIA Section 40, Personal Information
	Title:	Redacted Under FOIA Section 40, Personal Information
	Email:	Redacted Under FOIA Section 40, Personal Information
	Phone:	Redacted Under FOIA Section 40, Personal Information
For the supplier	Name:	Redacted Under FOIA Section 40, Personal Information
	Title:	Redacted Under FOIA Section 40, Personal Information
	Email:	Redacted Under FOIA Section 40, Personal Information
	Phone:	Redacted Under FOIA Section 40, Personal Information

In accordance with assessment number IR352104, it has been determined that Off-Payroll Working Rules (IR35) apply to this Call-Off Contract.

Individuals provided by the Supplier to perform services under this Statement of Work are therefore requested to review the Status Determination Statement for this contract. Should they dispute the result of this determination, please contact **Redacted Under FOIA Section 40, Personal Information** in the first instance. You will need to provide all the reasons why you believe the determination is wrong.

KEY SUBCONTRACTOR(S)

Concept Information Technology Ltd with registered office in Unit 10 Castle Court 2, Castlegate Way, Dudley, West Midlands, United Kingdom, DY1 4RH

COMMERCIALLY SENSITIVE INFORMATION

The Supplier's Commercially Sensitive Information is detailed in Joint Schedule 4 (Commercially Sensitive Information).

SERVICE LEVELS, BALANCED SCORECARD AND KEY PERFORMANCE INDICATORS

Service Levels, the Balanced Scorecard and Key Performance Indicators shall apply to this Call-Off Contract in accordance with Call-Off Schedule 14B (Service Levels and Balanced Scorecard).

ADDITIONAL INSURANCES

In accordance with Annex: Required Insurances in Joint Schedule 3 (Insurance Requirements), the Supplier shall hold the required insurances from the Call-Off Contract Start Date.

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not Applicable

STATEMENT OF WORKS

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

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	Redacted Under FOIA Section 40, Personal Information	Signature:	Redacted Under FOIA Section 40, Personal Information
Name:	Redacted Under FOIA Section 40, Personal Information	Name:	Redacted Under FOIA Section 40, Personal Information
Role:	Redacted Under FOIA Section 40, Personal Information	Role:	Redacted Under FOIA Section 40, Personal Information
Date:	Oct 30, 2023	Date:	08/11/2023

Appendix 1

Annex 1 (Template Statement of Work)

1. STATEMENT OF WORK ("SOW") DETAILS	
<p>Upon execution, this SOW forms part of the Call-Off Contract (reference below).</p> <p>The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW.</p> <p>All SOWs must fall within the Specification and provisions of the Call-Off Contract.</p> <p>The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.</p>	
Date of SOW:	30 th October 2023
SOW Title:	Product Managers for the Defence DevSecOps Service (D2S)
SOW Reference:	01

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Call-Off Contract Reference:	DF/086 – D2S PM Resources
Buyer:	Digital Foundry, Defence Digital, Ministry of Defence
Supplier:	Insight Direct UK Ltd
SOW Start Date:	1 st November 2023
SOW End Date:	31 st March 2024
Duration of SOW:	Redacted Under FOIA Section 43, Commercial Interests
Key Personnel (Buyer)	Redacted Under FOIA Section 40, Personal Information
Key Personnel (Supplier)	N/A
Subcontractors	Concept Information Technology Limited

2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT

SOW Deliverables Background	<p><u>Background</u></p> <p>The Defence Digital Foundry is a new alliance of digital teams in the MoD. The Foundry will deliver digital services that help people in defence get things done - from the warfighter to the back office - and also deliver enabling tools and platforms that help other digital teams to deliver their services faster and better. Together with the digital teams of the Royal Navy, British Army and Royal Air Force and from other teams in MoD, the Foundry will pioneer new ways to exploit Defence's data, including Artificial Intelligence and other game-changing technologies, to ensure the UK keeps up with our allies and stays ahead of threats in an era of persistent competition and disruptive technology.</p> <p>The Defence DevSecOps Service (D2S) sits within the Ministry of Defence's Digital Foundry (Defence Digital) and provides its users with a streamlined and accelerated software delivery experience. The service spans across people, practices and platforms and is designed to deliver a shorter time to market and promote greater business agility and resilience. The flagship offering of D2S is a DevSecOps Platform which allows users to build, test and launch secure software as highly available cloud-native-services.</p>
Overview of Requirement	<p>This requirement is for two SFIA Level 5 Product Managers to support workstreams within the Defence DevSecOps Service (D2S).</p> <p>The Product Managers are required for a minimum period of Redacted Under FOIA Section 43, Commercial Interests - to fill a specialist skills gap to enable the continuation, growth, and maintenance of D2S.</p>

Accountability Models	<p>Please tick the Accountability Model(s) that shall be used under this Statement of Work:</p> <p>Sole Responsibility: <input type="checkbox"/></p> <p>Self Directed Team: <input type="checkbox"/></p> <p>Rainbow Team: <input checked="" type="checkbox"/></p>
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3. BUYER REQUIREMENTS – SOW DELIVERABLES

Outcome Description	<p>This requirement is for two SFIA Level 5 Product Managers to support workstreams within the Defence DevSecOps Service (D2S).</p> <p>The Product Managers are required for a minimum period of Redacted Under FOIA Section 43, Commercial Interests - to fill a specialist skills gap to enable the continuation, growth, and maintenance of D2S.</p> <p><u>Scope of Requirement</u></p> <p>2 x Product Managers – SFIA Level 5</p> <ul style="list-style-type: none"> • Take overall responsibility for the success of the product. • Contribute towards the development of the product strategy and vision • Understand the needs of users and the business to drive changes to the product • Upskilling of team <p><u>Statement of Work</u></p> <p>Specific project activities will be directed as required according to Buyer's priorities, which will be communicated to the Supplier by a nominated MOD Civil Servant or nominated deputy. Agreed activities shall be logged and tracked via standard tools available, which shall be frequently reviewed and re-prioritised as appropriate.</p> <p>Nevertheless, the general scope of activities to be completed by the Product Managers is contained below:</p> <ul style="list-style-type: none"> • Providing product direction and leadership for the multi-disciplinary team. Own and be responsible for developing and articulating a clear vision. Updating and owning the roadmaps for developing the product. Manage the prioritisation of product development in Portal Refresh. • Work with the Senior Project Manager and Head of Product to develop a channel strategy. Researching competitors and similar products. • Work closely with internal stakeholders to understand the business needs. Use research to drive changes to the product identified by users. Ensure that plans to land iterative changes with users are in place with areas like operational teams and corporate comms. Meeting regularly with all stakeholders and planning activities to drive up product performance, including Comms, CSC, Performance Analytics, Customer Insight, Account Managers. Managing and responding to customer feedback. Work closely with UR in specifying the user research needed, analysing and responding to user research. • Have a plan in place to upskill mainly the product owner in the team. Work as part of the product community to develop the skills of others.
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	<p><u>Work Location</u></p> <p>Hybrid work arrangement. Typically, the services can be delivered remotely, however there will be a requirement for the Product Managers to attend MOD Corsham (and other MOD sites) on an ad hoc basis when the <u>business need arises</u>.</p> <p><u>Expenses Policy</u></p> <p>Travel to MOD Corsham shall be inclusive in the day rates; any additional meetings outside of MOD Corsham will be subject to Travel & Subsistence (Terms and Conditions with rates can be found in the Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)).</p>
Delivery Plan	N/A
Dependencies	<p>The Buyer is responsible for:</p> <ol style="list-style-type: none"> 1. Granting access to MOD premises and facilities that are necessary to enable the supplier to provide the services as specified within this Call-Off Contract Statement of Work; and 2. Provision of MODNet access (including a MODNet laptop). 3. It is acknowledged that MODNet laptops will only be accessible to those with SC clearance.
Supplier Resource Plan	N/A
Security Applicable to SOW:	<p>The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security).</p> <p>Within the scope of the Call-Off Contract Statement of Work, the Supplier will provide individuals holding current SC security clearance; evidence of which is to be provided prior to the start date.</p>
Cyber Essentials Scheme	<p>The Buyer requires the Supplier to have and maintain a Cyber Essentials Plus Certificate for the work undertaken under this SOW, in accordance with Joint Schedule 13 (Cyber Essentials Scheme).</p>
SOW Standards	<p><u>Quality Standards</u></p> <p>a) No specific Quality Management system requirements are defined. This does not relieve the Supplier of providing conforming products under this contract. Certificate of Conformity shall be provided in accordance with DEFCON 627.</p> <p>b) No deliverable Quality Plan is required for reference DEFCON 602B.</p> <p>c) Concessions shall be managed in accordance with Def Stan. 05-061 Part 1, Issue 7 – Quality Assurance Procedural Requirements – Concessions.</p> <p>d) Concessions shall be managed in accordance with Def Stan. 05-061 Part 1, Issue 7 – Quality Assurance Procedural Requirements – Contractor Working Parties.</p>

	<p><u>Technical Standards</u></p> <p>The Supplier is expected to deliver the work using the most appropriate project management (e.g., Agile) and service management ITIL methodologies, as agreed within the team and in accordance with both the Government's Technology Code of Practice, and the Government Service Manual (where each applies).</p>
Performance Management	<p>Performance Management of this Statement of Work shall be in accordance with Call-Off Schedule 14 (Service Levels and Balanced Scorecard).</p> <p>1. The following additional requirements shall apply:</p> <p>1.1 The Supplier-provided resources shall be to the standard of skill and experience reasonably expected to deliver the Services. Acting reasonably, the Buyer may request the replacement of any resource it considers to be falling below, or to have fallen below, the standard that would be reasonably expected in technical delivery and/or professionalism required to deliver the Services. The Supplier shall use all reasonable endeavours to provide a suitable alternative resource to replace such rejected resource at no additional cost to the Buyer, with the proposed replacement identified to the Buyer for its comment prior to their commencement in support of the Contract.</p> <p>1.2 Should the Supplier wish to change/replace resources delivering the Services during the term of the Contract, it shall engage with the Authority to advise of its proposed replacement(s) with a minimum notice period of 30 days, including their standards and skills and experience to safeguard delivery of the Services.</p>
Additional Requirements	<p>The onboarding plan for this Call-Off Contract is:</p> <p>The MOD site team shall allow access to MOD Corsham site providing the correct SC clearance documents are received and approved. The following information will need to be provided to support on-boarding, including providing staff details including:</p> <ul style="list-style-type: none"> • Full Name • Date of Birth • Nationality • DV / Security Clearance start date and end date (if applicable; and • Vehicle registration no. <p>The offboarding plan for this Call-Off Contract is to be agreed no less than 1 month from the Statement of Work end date.</p>

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Key Supplier Staff	Please provide the names and email addresses of any Key Supplier Staff for this Statement of Work.	
	Name	Email Address
	Redacted Under FOIA Section 40, Personal Information	Redacted Under FOIA Section 40, Personal Information

<p>Worker Engagement Status</p>	<p><u>IR35</u></p> <p>In accordance with assessment number <u>IR352104</u>, it has been determined that Off-Payroll Working Rules (IR35) apply to this Call-Off Contract.</p> <p>Individuals provided by the Supplier to perform services under this Statement of Work are therefore requested to review the Status Determination Statement for this contract. Should they dispute the result of this determination, please contact Redacted Under FOIA <u>Section 40, Personal Information</u> in the first instance. You will need to provide all the reasons why you believe the determination is wrong.</p>
<p>SOW Reporting Requirements:</p>	<p>Further to the Supplier providing the management information detailed in Call-Off Schedule 15 (Call-Off Contract Management), the Supplier shall also provide the following additional management information under and applicable to this SOW only:</p> <p><u>Knowledge Transfer</u></p> <p>In accordance with Clause 1 (Knowledge Transfer) of KPI 4: Agile Delivery (in 'Call-Off Schedule 14B (Service Levels and Balanced Scorecard)'):</p> <ol style="list-style-type: none"> 1. The Contractor shall report (be that written or oral) to the Authority, at the end of each 'service block' (namely, every 2 sprints), the knowledge transfer activity that has been conducted under this contract. The Knowledge Transfer report, as detailed above, shall consist of any combination of the following: <ol style="list-style-type: none"> a. Evidence of delivery of the ongoing knowledge transfer to MOD crown servants as part of the contract; b. Evidence of collaboration between contract workstream leads and their MOD client counterpart of how they have shaped and agreed an appropriate amount and type of knowledge transfer; and c. Evidence of promotion and oversight of knowledge transfer with captured examples of knowledge transfer, and evidence of regular feedback to improve the value of knowledge transfer to MOD. 2. Knowledge transfer includes, but is not limited to, technical and personal development areas; and may be in various forms including coaching, mentoring, training, presentations, show & tell sessions, attending communities of practice meeting, etc.

4. CHARGES

Call Off Contract Charges	The applicable charging method(s) for this SOW is Capped Time & Materials .																									
	The breakdown of the Charges is:																									
	<table><tr><th>Role</th><th>SFIA Level</th><th>Day Rate (£ ex VAT)</th><th>Max Days</th><th>Total (£ ex VAT)</th></tr><tr><td>Lead Product Manager</td><td>Redacted Under FOIA Section 43, Commercial Interests</td><td>Redacted Under FOIA Section 43, Commercial Interests</td><td>Redacted Under FOIA Section 43, Commercial Interests</td><td>Redacted Under FOIA Section 43, Commercial Interests</td></tr><tr><td>Lead Product Manager</td><td>Redacted Under FOIA Section 43, Commercial Interests</td><td>Redacted Under FOIA Section 43, Commercial Interests</td><td>Redacted Under FOIA Section 43, Commercial Interests</td><td>Redacted Under FOIA Section 43, Commercial Interests</td></tr><tr><td colspan="4">Total Resource Value (Time and Materials) Limit of Liability (ex VAT)</td><td>£182,000</td></tr></table>						Role	SFIA Level	Day Rate (£ ex VAT)	Max Days	Total (£ ex VAT)	Lead 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	Lead 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	Total Resource Value (Time and Materials) Limit of Liability (ex VAT)				£182,000
	Role	SFIA Level	Day Rate (£ ex VAT)	Max Days	Total (£ ex VAT)																					
	Lead 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																					
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Total Resource Value (Time and Materials) Limit of Liability (ex VAT)				£182,000																						
The Charges detailed in the financial model shall be invoiced in accordance with Clause4 of the Call-Off Contract.																										
Rate Cards Applicable	In accordance with the Rate Card in Annex 2 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)																									
	SFIA Level																									
			SFIA 3	SFIA 4	SFIA 5	SFIA 6																				
			Day Rate (ex VAT)	Day Rate (ex VAT)	Day Rate (ex VAT)	Day Rate (ex VAT)																				
	Product Delivery Job Family	Product Manager			Redacted Under FOIA Section 43, Commercial Interests																					
Financial Model	N/A																									

Reimbursable Expenses	<p>In accordance with the Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)</p> <p>Expenses Policy</p> <p><u>T&S limits</u> All T&S must be approved by the Buyer's Project Manager or nominated DD representative prior to bookings being made/or costs incurred. Failure to secure prior acceptance will result in the rejection of associated T&S costs and invoices. The Day Rate <i>includes</i> the cost of T&S associated with being based in MOD Corsham.</p> <p><u>Travel:</u></p> <table> <tr> <th><u>Allowance Type</u></th><th><u>Rate</u></th></tr> <tr> <td>Public Transport</td><td>Economy only</td></tr> <tr> <td>Motor Mileage Allowance</td><td></td></tr> <tr> <td>- Up to 10000 miles</td><td>45p per mile</td></tr> <tr> <td>- Over 10000 miles</td><td>25p per mile</td></tr> <tr> <td>Motorcycle Allowance</td><td>24p per mile</td></tr> </table> <p><u>Subsistence:</u> You can claim Receipted expenditure, within the detailed limits below. These are not flat-rate payments but ceilings for actual expenditure incurred. The ceilings therefore are not cumulative and apply only to the specific element of the claim. Supplier must obtain and retain itemised receipts for all claims.</p> <table> <tr> <th><u>Allowance Type</u></th><th><u>Rate</u></th></tr> <tr> <td>Over 5 hours</td><td>£5.00</td></tr> <tr> <td>Over 10 hours</td><td>£10.00</td></tr> <tr> <td>Over 12 Hours</td><td>£15.00</td></tr> <tr> <td>Evening Meal (overnight stay)</td><td>£22.50</td></tr> <tr> <td>Breakfast (where not included)</td><td>£10.00</td></tr> </table> <p>Alcohol: Cannot be claimed for.</p>	<u>Allowance Type</u>	<u>Rate</u>	Public Transport	Economy only	Motor Mileage Allowance		- Up to 10000 miles	45p per mile	- Over 10000 miles	25p per mile	Motorcycle Allowance	24p per mile	<u>Allowance Type</u>	<u>Rate</u>	Over 5 hours	£5.00	Over 10 hours	£10.00	Over 12 Hours	£15.00	Evening Meal (overnight stay)	£22.50	Breakfast (where not included)	£10.00
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5. SIGNATURES AND APPROVALS

Agreement of this SOW

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

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Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:

For and on behalf of the Supplier	Name and title	Redacted Under FOIA Section 40, Personal Information
	Date Signature	Oct 30, 2023
	Signature	Redacted Under FOIA Section 40, Personal Information
For and on behalf of the Buyer	Name and title	Redacted Under FOIA Section 40, Personal Information
	Date	08/11/2023
	Signature	Redacted Under FOIA Section 40, Personal Information

Redacted Under FOIA Section 40, Personal Information

Annex 2 (Statement of Work 02)

1. STATEMENT OF WORK ("SOW") DETAILS	
<p>Upon execution, this SOW forms part of the Call-Off Contract (reference below).</p> <p>The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW.</p> <p>All SOWs must fall within the Specification and provisions of the Call-Off Contract.</p> <p>The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.</p>	
Date of SOW:	22 nd November 2023
SOW Title:	Product Manager for the Defence DevSecOps Service (D2S)
SOW Reference:	02

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Call-Off Contract Reference:	DF/086 – D2S PM Resources
Buyer:	Digital Foundry, Defence Digital, Ministry of Defence
Supplier:	Insight Direct UK Ltd
SOW Start Date:	22 nd November 2023
SOW End Date:	31 st March 2024
Duration of SOW:	Redacted Under FOIA Section 43, Commercial Interests
Key Personnel (Buyer)	Redacted Under FOIA Section 40, Personal Information
Key Personnel (Supplier)	N/A
Subcontractors	Concept Information Technology Limited

2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT

SOW Deliverables Background	<p><u>Background</u></p> <p>The Defence Digital Foundry is a new alliance of digital teams in the MoD. The Foundry will deliver digital services that help people in defence get things done - from the warfighter to the back office - and also deliver enabling tools and platforms that help other digital teams to deliver their services faster and better. Together with the digital teams of the Royal Navy, British Army and Royal Air Force and from other teams in MoD, the Foundry will pioneer new ways to exploit Defence's data, including Artificial Intelligence and other game-changing technologies, to ensure the UK keeps up with our allies and stays ahead of threats in an era of persistent competition and disruptive technology.</p> <p>The Defence DevSecOps Service (D2S) sits within the Ministry of Defence's Digital Foundry (Defence Digital) and provides its users with a streamlined and accelerated software delivery experience. The service spans across people, practices and platforms and is designed to deliver a shorter time to market and promote greater business agility and resilience. The flagship offering of D2S is a DevSecOps Platform which allows users to build, test and launch secure software as highly available cloud-native-services.</p>
Overview of Requirement	<p>This requirement is for one SFIA Level 5 Product Managers to support workstreams within the Defence DevSecOps Service (D2S).</p> <p>The Product Manager is required for a minimum period of Redacted Under FOIA Section 43, Commercial Interests - to fill a specialist skills gap to enable the continuation, growth, and maintenance of D2S.</p>

Accountability Models	<p>Please tick the Accountability Model(s) that shall be used under this Statement of Work:</p> <p>Sole Responsibility: <input type="checkbox"/></p> <p>Self Directed Team: <input type="checkbox"/></p> <p>Rainbow Team: <input checked="" type="checkbox"/></p>
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3. BUYER REQUIREMENTS – SOW DELIVERABLES

Outcome Description	<p>This requirement is for one SFIA Level 5 Product Managers to support workstreams within the Defence DevSecOps Service (D2S).</p> <p>The Product Managers are required for a minimum period of Redacted Under FOIA Section 43, Commercial Interests - to fill a specialist skills gap to enable the continuation, growth, and maintenance of D2S.</p> <p><u>Scope of Requirement</u></p> <p>1 Product Manager – SFIA Level 5</p> <ul style="list-style-type: none"> • Take overall responsibility for the success of the product. • Contribute towards the development of the product strategy and vision • Understand the needs of users and the business to drive changes to the product • Upskilling of team <p><u>Statement of Work</u></p> <p>Specific project activities will be directed as required according to Buyer's priorities, which will be communicated to the Supplier by a nominated MOD Civil Servant or nominated deputy. Agreed activities shall be logged and tracked via standard tools available, which shall be frequently reviewed and re-prioritised as appropriate.</p> <p>Nevertheless, the general scope of activities to be completed by the Product Managers is contained below:</p> <ul style="list-style-type: none"> • Providing product direction and leadership for the multi-disciplinary team. Own and be responsible for developing and articulating a clear vision. Updating and owning the roadmaps for developing the product. Manage the prioritisation of product development in Portal Refresh. • Work with the Senior Project Manager and Head of Product to develop a channel strategy. Researching competitors and similar products. • Work closely with internal stakeholders to understand the business needs. Use research to drive changes to the product identified by users. Ensure that plans to land iterative changes with users are in place with areas like operational teams and corporate comms. Meeting regularly with all stakeholders and planning activities to drive up product performance, including Comms, CSC, Performance Analytics, Customer Insight, Account Managers. Managing and responding to customer feedback. Work closely with UR in specifying the user research needed, analysing and responding to user research. • Have a plan in place to upskill mainly the product owner in the team. Work as part of the product community to develop the skills of others.
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	<p><u>Work Location</u></p> <p>Hybrid work arrangement. Typically, the services can be delivered remotely, however there will be a requirement for the Product Manager to attend MOD Corsham (and other MOD sites) on an ad hoc basis when the <u>business need arises</u>.</p> <p><u>Expenses Policy</u></p> <p>Travel to MOD Corsham shall be inclusive in the day rates; any additional meetings outside of MOD Corsham will be subject to Travel & Subsistence (Terms and Conditions with rates can be found in the Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)).</p>
Delivery Plan	N/A
Dependencies	<p>The Buyer is responsible for:</p> <ol style="list-style-type: none"> 4. Granting access to MOD premises and facilities that are necessary to enable the supplier to provide the services as specified within this Call-Off Contract Statement of Work; and 5. Provision of MODNet access (including a MODNet laptop). 6. It is acknowledged that MODNet laptops will only be accessible to those with SC clearance.
Supplier Resource Plan	N/A
Security Applicable to SOW:	<p>The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security).</p> <p>Within the scope of the Call-Off Contract Statement of Work, the Supplier will provide individuals holding current SC security clearance; evidence of which is to be provided prior to the start date.</p>
Cyber Essentials Scheme	<p>The Buyer requires the Supplier to have and maintain a Cyber Essentials Plus Certificate for the work undertaken under this SOW, in accordance with Joint Schedule 13 (Cyber Essentials Scheme).</p>
SOW Standards	<p><u>Quality Standards</u></p> <p>a) No specific Quality Management system requirements are defined. This does not relieve the Supplier of providing conforming products under this contract. Certificate of Conformity shall be provided in accordance with DEFCON 627.</p> <p>b) No deliverable Quality Plan is required for reference DEFCON 602B.</p> <p>c) Concessions shall be managed in accordance with Def Stan. 05-061 Part 1, Issue 7 – Quality Assurance Procedural Requirements – Concessions.</p> <p>d) Concessions shall be managed in accordance with Def Stan. 05-061 Part 1, Issue 7 – Quality Assurance Procedural Requirements – Contractor Working Parties.</p>

	<p><u>Technical Standards</u></p> <p>The Supplier is expected to deliver the work using the most appropriate project management (e.g., Agile) and service management ITIL methodologies, as agreed within the team and in accordance with both the Government's Technology Code of Practice, and the Government Service Manual (where each applies).</p>
Performance Management	<p>Performance Management of this Statement of Work shall be in accordance with Call-Off Schedule 14 (Service Levels and Balanced Scorecard).</p> <p>2. The following additional requirements shall apply:</p> <p>1.3 The Supplier-provided resources shall be to the standard of skill and experience reasonably expected to deliver the Services. Acting reasonably, the Buyer may request the replacement of any resource it considers to be falling below, or to have fallen below, the standard that would be reasonably expected in technical delivery and/or professionalism required to deliver the Services. The Supplier shall use all reasonable endeavours to provide a suitable alternative resource to replace such rejected resource at no additional cost to the Buyer, with the proposed replacement identified to the Buyer for its comment prior to their commencement in support of the Contract.</p> <p>1.4 Should the Supplier wish to change/replace resources delivering the Services during the term of the Contract, it shall engage with the Authority to advise of its proposed replacement(s) with a minimum notice period of 30 days, including their standards and skills and experience to safeguard delivery of the Services.</p>
Additional Requirements	<p>The onboarding plan for this Call-Off Contract is:</p> <p>The MOD site team shall allow access to MOD Corsham site providing the correct SC clearance documents are received and approved. The following information will need to be provided to support on-boarding, including providing staff details including:</p> <ul style="list-style-type: none"> • Full Name • Date of Birth • Nationality • DV / Security Clearance start date and end date (if applicable; and • Vehicle registration no. <p>The offboarding plan for this Call-Off Contract is to be agreed no less than 1 month from the Statement of Work end date.</p>

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

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Key Supplier Staff	Please provide the names and email addresses of any Key Supplier Staff for this Statement of Work.	
	Name	Email Address
	Redacted Under FOIA Section 40, Personal Information	Redacted Under FOIA Section 40, Personal Information

Worker Engagement Status	<p>IR35</p> <p>In accordance with assessment number IR352104, it has been determined that Off-Payroll Working Rules (IR35) apply to this Call-Off Contract.</p> <p>Individuals provided by the Supplier to perform services under this Statement of Work are therefore requested to review the Status Determination Statement for this contract. Should they dispute the result of this determination, please contact Redacted Under FOIA Section 40, Personal Information in the first instance. You will need to provide all the reasons why you believe the determination is wrong.</p>
SOW Reporting Requirements:	<p>Further to the Supplier providing the management information detailed in Call-Off Schedule 15 (Call-Off Contract Management), the Supplier shall also provide the following additional management information under and applicable to this SOW only:</p> <p>Knowledge Transfer</p> <p>In accordance with Clause 1 (Knowledge Transfer) of KPI 4: Agile Delivery (in 'Call-Off Schedule 14B (Service Levels and Balanced Scorecard'):</p> <ol style="list-style-type: none"> 2. The Contractor shall report (be that written or oral) to the Authority, at the end of each 'service block' (namely, every 2 sprints), the knowledge transfer activity that has been conducted under this contract. The Knowledge Transfer report, as detailed above, shall consist of any combination of the following: <ol style="list-style-type: none"> b. Evidence of delivery of the ongoing knowledge transfer to MOD crown servants as part of the contract; c. Evidence of collaboration between contract workstream leads and their MOD client counterpart of how they have shaped and agreed an appropriate amount and type of knowledge transfer; and d. Evidence of promotion and oversight of knowledge transfer with captured examples of knowledge transfer, and evidence of regular feedback to improve the value of knowledge transfer to MOD. 3. Knowledge transfer includes, but is not limited to, technical and personal development areas; and may be in various forms including coaching, mentoring, training, presentations, show & tell sessions, attending communities of practice meeting, etc.

4. CHARGES

Call Off Contract Charges	The applicable charging method(s) for this SOW is Capped Time & Materials .																		
	The breakdown of the Charges is:																		
	<table><tr><th>Role</th><th>SFIA Level</th><th>Day Rate (£ ex VAT)</th><th>Max Days</th><th>Total (£ ex VAT)</th></tr><tr><td>Lead Product Manager</td><td>Redacted Under FOIA Section 43, Commercial Interests</td><td>Redacted Under FOIA Section 43, Commercial Interests</td><td>Redacted Under FOIA Section 43, Commercial Interests</td><td>Redacted Under FOIA Section 43, Commercial Interests</td></tr><tr><td colspan="4">Total Resource Value (Time and Materials) Limit of Liability (ex VAT)</td><td>£77,350</td></tr></table>					Role	SFIA Level	Day Rate (£ ex VAT)	Max Days	Total (£ ex VAT)	Lead 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	Total Resource Value (Time and Materials) Limit of Liability (ex VAT)			
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Total Resource Value (Time and Materials) Limit of Liability (ex VAT)				£77,350															
The Charges detailed in the financial model shall be invoiced in accordance with Clause4 of the Call-Off Contract.																			
Rate Cards Applicable	In accordance with the Rate Card in Annex 2 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)																		
	SFIA Level																		
			SFIA 3	SFIA 4	SFIA 5	SFIA 6													
		Day Rate (ex VAT)	Day Rate (ex VAT)	Day Rate (ex VAT)	Day Rate (ex VAT)														
Product Delivery Job Family	Product Manager			Redacted Under FOIA Section 43, Commercial Interests															
Financial Model	N/A																		
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	T&S limits All T&S must be approved by the Buyer’s Project Manager or nominated DD representative prior to bookings being made/or costs incurred. Failure to secure prior acceptance will result in the rejection of associated T&S costs and invoices. The Day Rate <i>includes</i> the cost of T&S associated with being based in MOD Corsham .																		

	<u>Travel:</u>	
	<u>Allowance Type</u>	<u>Rate</u>
	Public Transport	Economy only
	Motor Mileage Allowance	
	- Up to 10000 miles	45p per mile
	- Over 10000 miles	25p per mile
	Motorcycle Allowance	24p per mile
	<u>Subsistence:</u>	
	You can claim Receipted expenditure, within the detailed limits below. These are not flat-rate payments but ceilings for actual expenditure incurred. The ceilings therefore are not cumulative and apply only to the specific element of the claim. Supplier must obtain and retain itemised receipts for all claims.	
	<u>Allowance Type</u>	<u>Rate</u>
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	Date Signature	Redacted Under FOIA Section 40, Personal Information
	Signature	Redacted Under FOIA Section 40, Personal Information
For and on behalf of the Buyer	Name and title	Redacted Under FOIA Section 40, Personal Information
	Date	22/11/2023
	Signature	Redacted Under FOIA Section 40, Personal Information