

Digital Outcomes and Specialists 5 (RM1043.7)

702689450- Project SAHARA - Counter Improvised Explosive Device (C-IED) Training and Assurance System

Framework Schedule 6 (Order Form)

Version 2

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

Order Form

Buyer guidance: This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

If an electronic purchasing system is used instead of signing as a hard-copy, text below must be copied into the electronic order form starting from 'APPLICABLE FRAMEWORK CONTRACT' and up to, but not including, the Signature block.

It is important that if you, as the Buyer, add to or amend any aspect of any Call-Off Schedule, then **you must send the updated Schedule** with the Order Form to the Supplier.

Call-Off Reference: 16485

Call-Off Title: 702689450-Project SAHARA-Counter Improvised Explosive Device (C-IED)

Training and Assurance System

Call-Off Contract Description: MOD require an app developer to create an app to support the training and assurance of service persons using ground search detectors in a counter improvised explosive device (C-IED) role.

The Buyer: [Redacted] jHub Strategic Command

Buyer Address: Ministry of Defence, Abbey Wood, Bristol, BS34 8JH

The Supplier: Modux Ltd.

Supplier Address: Modux, 31-34 High St, Bristol, BS1 2AW

Registration Number: [Redacted]

DUNS Number: Redacted

SID4GOV ID: [Insert if known]

Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 28th March 2022

It's issued under the Framework Contract with the reference number RM1043.7 for the provision of Digital Outcomes and Specialists Deliverables.

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

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

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

Call-Off Lot

Lot 1: Digital Outcomes

Call-Off Incorporated Terms

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

- 1 This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
- 2 Joint Schedule 1 (Definitions) RM1043.7
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
 - Joint Schedules for RM1043.7
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 8 (Guarantee)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data) RM1043.7
 - Joint Schedule 12 (Supply Chain Visibility)

- Call-Off Schedules for RM1043.7
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - o Call-Off Schedule 5 (Pricing Details and Expenses Policy)
 - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (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)
 - Call-Off Schedule 26 (Cyber Essentials Scheme)
- 5 CCS Core Terms (version 3.0.9)
- 6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.7
- 7 Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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

Call-Off Special Terms

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

Not Applicable

Call-Off Start Date: 01 April 2022
Call-Off Expiry Date: 31 March 2023
Call-Off Initial Period: 1 (one) year

Call-Off Optional Extension Period: 0 (zero) years, 3 (three) months

Minimum Notice Period for Extensions: 1 month Call-Off Contract Value: £520,000.00 ex VAT

FIVE HUNDRED AND TWENTY THOUSAND POUNDS AND ZERO PENCE ONLY.

Option Period Value: £35,000.00 ex VAT

THIRTY FIVE THOUSAND POUNDS AND ZERO PENCE ONLY

Call-Off Deliverables

Key User Requirements (KUR's)

The following table lists requirements with associated priority; a deliberately non-prescriptive approach has been taken to give the provider freedom of approach.

For the following KUR's, essential is defined as a KUR that **must** be delivered as part of the solution. Essential KUR's are critical to the operation of the solution. Desirable is defined as a KUR that the authority would like implemented but is not critical to the operation of the solution.

Where the Authority has listed both an Essential and Desirable option for a KUR, the essential is considered the threshold requirement for delivery but desirable is considered the objective requirement for delivery.

Milestone	Key User Requirements (KUR's)	Essential	Desirable
MS01,	Measure vertical height from ground to the following	[Redacted]	[Redacted
MS02	accuracy		
MS01,	Measure translated position from start point to the	[Redacted]	[Redacted
MS02	following accuracy		
MS01,	Measure speed of detector movement to the	[Redacted]	[Redacted
MS02	following accuracy		Ī
MS01,	Measure tilt angle to the following accuracy	[Redacted]	[Redacted
MS02			j
MS01,	Measure rate of advance. (speed of user over	[Redacted]	[Redacted
MS02	ground) to the following accuracy		Ī
MS01,	Measure position relative to other devices running	[Redacted]	[Redacted
MS02	the software to the following accuracy		Ī
MS01,	Maintain the following application stability	[Redacted]	
MS02			
MS01,	A low time on task	[Redacted]	[Redacted
MS02			Ī
MS01,	Maintain a weight less than	[Redacted]	[Redacted
MS02			Ī
MS01,	Operate with regular use for the following	[Redacted]	[Redacted
MS02			j
MS01,	Mount on to multiple detector types	[Redacted]	
MS02			

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MS02	Ability to measure against a set standard and provide a score based on how well a user adheres to this. [Redacted]		
MS02	Ability to provide an overall score of performance weighted against multiple metrics.	[Redacted]	
MS01, MS02	Link runs to individual users through identifiers	[Redacted]	
MS02	Be able to associate users together as teams	[Redacted]	
MS03	Provide a tool to query the database from a device	[Redacted]	
MS03	Provide a tool to query the database through an API	[Redacted]	
MS02,	Provide a report designing tool to generate custom	[Redacted]	
MS03	reports		
MS03	Allow reports generation to be automated	[Redacted]	
MS03	Allow multiple APIs to be integrated during and after development	[Redacted]	
MS03	Must feed into a database environment	[Redacted]	
MS02	Allow devices to operate in a connected manner	[Redacted]	
MS02	Allow devices to be connected to a single instructor's device	[Redacted]	
MS01,	A navigable and usable UI, streamlined for ease of	[Redacted]	
MS02	use		
MS04,	Provision of a database dashboard to display KPIs		[Redacted
MS05	as prescribed in 7.		<u>I</u>
MS01,	Ability to operate with no internet connection if	[Redacted]	
MS02	required.		[Dadaatad
MS01, MS02	Ability to create scenarios, where the system randomly generates a laydown of ordinance for a user to find.		[Redacted
MS01, MS02	Ability to operate in multiple lighting conditions such as bright outdoor light and low indoor light	[Redacted]	
MS01,	Ability to operate outdoors as well as it does indoors	[Redacted]	
MS02		1	
MS01, MS02	Ability to operate in varied and inclement weather and environments, such as those associated with the operational environment	[Redacted]	
MS01, MS02	Ability to insert virtual IEDs or ordnance	[Redacted]	
MS01, MS02	Ability to complete the data analytics and visualisation on a device (such as a tablet) disconnected from the database.	[Redacted]	
MS01, MS02	Provided in-built instructional tutorials	[Redacted]	
MS01, MS02	Provided in-built calibration tools	[Redacted]	

Evaluation of Key User Requirements

The Contractor shall provide the Authority with reports, which shall be reviewed at weekly progress meetings in accordance with Condition 6 of the DOS5 Core Terms and Conditions. Reports should detail whether end-user acceptance testing is required, which shall then be carried out by the Authority to determine the Contractor's delivery of the KUR's. The Authority shall monitor the Contractor's delivery of the KUR's during the progress meetings.

See details in Call-Off Schedule 20 (Call-Off Specification)]

Buyer's Standards

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

Cyber Essentials Scheme

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (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 Core Terms as amended by the Framework Award Form Special Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £500,000.00.

Call-Off Charges

1 Capped Time and Materials (CTM)

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 applicable rate card for the Supplier Staff undertaking that element of work on the Deliverables.

Reimbursable Expenses

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

Payment Method

Payments for goods and/or services will be made after the goods and/or services have been fully delivered and accepted, i.e. payment for purchase of an item will be made after it has been delivered and installed, or payment for annual maintenance of a piece of equipment will be made at the end of the contract year during which the maintenance was undertaken.

As per the advert on the Digital Outcomes and Specialist 5 framework, the payment approach for this requirement is Capped Time and Materials, other than Travel and subsistence which shall be a maximum price. Pricing should include vendors and any sub vendors that will be contracted under this requirement. The price should also include Travel and Subsistence as indicated in Schedule 2 of the Invitation to Tender. This is the maximum amount of Travel and Subsistence that can be drawn down upon during the contract period. Charges against this must be approved by the Authority prior to travel and will be paid based on actuals. The Authority's Travel and Subsistence policy can be provided upon request.

Payment shall be made through the Authority's Contracting, Purchasing and Finance (CP&F) system. The successful supplier will be required to register their details on Exostar to allow for electronic payment. Details of how to register can be provided upon contract award.

Buyer's Invoice Address

[Redacted]

Aviation House, 125 Kingsway, WC2B 6NH

Buyer's Authorised Representative

[Redacted]

Aviation House, 125 Kingsway, WC2B 6NH

Buyer's Environmental Policy

JSP 418: Management of environmental protection in defence (V1.0 Dec 14) available online at: https://www.gov.uk/government/publications/jsp-418-mod-corporate-environmental-protection-manual]

Buyer's Security Policy

Appended at Call-Off Schedule 9 (Security)

Please see Security Aspects Letter held at Enclosure 1 to the ITT

Supplier's Authorised Representative

[Redacted]

31-34 High Street, Bristol, BS1 2AW

Supplier's Contract Manager

[Redacted]

31-34 High Street, Bristol, BS1 2AW

Progress Report Frequency:

Every week from Contract commencement

Progress Meeting Frequency:

Every week from Contract commencement

Key Staff

[Redacted]

31-34 High Street, Bristol, BS1 2AW

Full time Employment

Worker Engagement Route: PAYE. No requirement for a Status Determination Statement.

[Redacted]

31-34 High Street, Bristol, BS1 2AW

Full time Employment

Worker Engagement Route: PAYE. No requirement for a Status Determination Statement.

Key Subcontractor(s)

QinetiQ Training and Simulation Ltd

Commercially Sensitive Information

See Joint Schedule 4 (Commercially Sensitive Information)

Balanced Scorecard

See Call-Off Schedule 14 (Balanced Scorecard)

Material KPIs

The following Material KPIs shall apply to this Call-Off Contract in accordance with Call-Off Schedule 14 (Balanced Scorecard):

Key Performance Indicators

	Project SAHARA KPIs				
Ser	Category	Description	Performance Target	Percentage Reduction	
1A	Sprint Metrics	The supplier is to keep the Authority informed of sprint metrics (velocity, burndown etc) as appropriate.	The supplier shall inform the Authority at a minimum during progress meetings, however ideally on an accessible platform.	Should the supplier fail to provide the Authority with sprint metrics with appropriate frequency, 1% of the applicable Milestone Payment shall be deducted.	
1B	Progress Meetings	Weekly Progress Meetings	The supplier shall attend weekly progress meetings, as directed by the Authority, during which the supplier shall brief the Authority on it's progress towards the Contractual outputs	Should the supplier fail to provide sufficient evidence of progress towards contractual outputs/ fail to attend progress meetings or provide sufficient cancellation notice within 48 hours, 1% of the applicable Milestone Payment shall be deducted.	
1C	Bug fixes	The supplier will provide the Authority with visibility of known bugs and evidence of rectifying them	Following delivery of MS01, the supplier shall provide fortnightly updates during progress meetings of how any identified bugs have been rectified.	Should the supplier fail to provide the Authority with evidence of how any identified bugs have been rectified, 1% of the applicable Milestone Payment shall be deducted	
1D	3 Month Option- (MS05) Security Updates	If the Authority decides to invoke the 3 month option, during this period the supplier will provide security updates as required.	The supplier shall provide monthly updates during progress meetings of provision of any Security Updates	Should the supplier fail to inform the Authority of any Security Updates, 1% of the applicable Milestone Payment shall be deducted.	

Additional Insurances

Not applicable

Guarantee

Not applicable

Social Value Commitment

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

Statement of Works

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

For and on behalf of the Supplier:

Signature: [Redacted]

Name: [Redacted]

Role: Managing Director

Date:29/03/22

For and on behalf of the Buyer:

Signature: [Redacted]

Name: [Redacted]

Role: jHub Commercial – UKStratCom

Date: 31 March 2022

Appendix 1

Annex 1 (Template Statement of Work)

1 Statement of Works (SOW) Details

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

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

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

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

Date of SOW: 30th March 2022

SOW Title: Statement of Requirement - 702689450-Project SAHARA-Counter Improvised Explosive Device (C-IED) Training and Assurance System

SOW Reference: 001

Call-Off Contract Reference: 702689450-Project SAHARA-Counter Improvised Explosive Device (C-IED) Training and Assurance System

Buyer: jHub, Strategic Command

Supplier: Modux

SOW Start Date: 01 April 2022 **SOW End Date:** 31 March 2023

Duration of SOW: 1 year

Key Personnel (Buyer):

[Redacted]

Key Personnel (Supplier):

[Redacted]

Subcontractors: QinetiQ Training and Simulation Ltd

2 Call-Off Contract Specification – Deliverables Context

SOW Deliverables Background:

Delivery phase(s): 2

Overview of Requirement:

PROJECT SAHARA PHASE TWO STATEMENT OF REQUIREMENT

Why the work is being done

Defence is seeking to achieve information advantage in the training sphere by moving to a data driven approach to training. This work seeks to change the current model of qualitative and instructor-heavy training for our end users, to a quantitative and digital training solution that requires minimal instructor input.

Problem to be solved

The current process for counter improved explosive device (CIED) training is instructor lead and qualitative by design. The Authority is seeking to move to a data driven approach to CIED training, developing a quantitative approach to training and assurance to provide continuous currency and digital teaching solutions. SAHARA seeks to create a training and assurance system that has a database component for storing data that enables evaluation of performance data over a long period of time. The system also includes a device and application that functions both as the data collection device and sensor head, as well a digital training tool that can analyse a user's performance and provide corrective instruction and performance metrics to make our users better at CIED operations.

Who the users are and what they need to do

Users are members across the close combat spectrum. They have primary roles such as being a rifleman or junior commander, but in certain situations will require training on how to successfully search for IEDs. These members do not get regular training in search, and can be new to defence. These users must be trained in the use of in-service detectors such that they can protect themselves from the explosive ordinance threat.

Requirement

The Authority has developed a prototype CIED tool taking the form of an iPhone 12 Pro in a custom mount to maintain realistic size and weight. We have produced 4 of these. They will be swung in the same way as a real detector, and can output any data that the iPhone 12 Pro has access to - LIDAR, cameras, accelerometer, GPS, WiFi & Bluetooth etc. Quantitative data will be generated during baseline trials to provide data on what a 'good' swing looks like in terms of speed, acceleration, and height off the ground, as well as spacing between individuals. Due to the precise nature of CIED the authority will seek these sensors to be as accurate as reasonably possible. This data will need to be streamed in real time to the trainer for their evaluation. The individual trainee should self-learn using feedback from the tool (via the phone display) without a trainer. The individual should also be able to view his allocated scores against individual metrics as well as an overall performance score whilst using the tool. The ability to 'plant' a virtual IED in a specific geospatial spot for the trainee to discover (assuming good quality swings) is an essential feature.

The instructor overseeing the trainee(s) will have access to a handheld screen (this will be provided in the form of an iPad if you wish to use this). The primary use of this device is to allow an instructor oversight of a group of trainees. This device should be able to display data more relevant to the collective performance of the group, such as ground covered by all

searchers, as well as the aggregated performance of the team. The trainer should be able to see the output from the training tools in the current session in real time. This is to allow an instructor to make informed decisions should a trainee require extra assistance.

The data from each trainee should be stored for later evaluation. Over time, this will build up a database of each training session and each trainee. The commander should be able to create custom reports on the system, to look at the progress of a specific trainee over time. The report generation should also be automated if desired and have access to all the database. This should be able to be automated as well as be pushed to external systems using APIs. This data will need to be designed in such a way that it can integrate with current defence data lakes and personnel management systems. The integration will be supported by Defence Digital teams.

This system is intended to build on a proof of concept design as contracted and delivered by Modux in Call-Off Reference: 14469 (trial report is held at Enclosure 2 to the ITT). The Authority are looking for a refined software package with attention given to an efficient back end and user friendly front-end.

Throughout the duration of the Contract, the Contractor shall be required to attend weekly progress meetings via Microsoft Teams or in person, as required by the Authority. In accordance with the Key Performance Indicators, as appropriate the Contractor shall inform the Authority of sprint metrics (velocity, burndown etc) at a minimum during progress meetings, however this can be via an accessible platform.

Key User Requirements (KUR's)

The following table lists requirements with associated priority; a deliberately non-prescriptive approach has been taken to give the provider freedom of approach.

For the following KUR's, essential is defined as a KUR that **must** be delivered as part of the solution. Essential KUR's are critical to the operation of the solution. Desirable is defined as a KUR that the authority would like implemented but is not critical to the operation of the solution.

Where the Authority has listed both an Essential and Desirable option for a KUR, the essential is considered the threshold requirement for delivery but desirable is considered the objective requirement for delivery.

Milestone	Key User Requirements (KUR's)	Essential	Desirable
MS01,	Measure vertical height from ground to the	[Redacted]	[Redacted]
MS02	following accuracy		
MS01,	Measure translated position from start point to the	[Redacted]	[Redacted]
MS02	following accuracy		
MS01,	Measure speed of detector movement to the	[Redacted]	[Redacted]
MS02	following accuracy		
MS01,	Measure tilt angle to the following accuracy	[Redacted]	[Redacted]
MS02			
MS01,	Measure rate of advance. (speed of user over	[Redacted]	[Redacted]
MS02	ground) to the following accuracy		
MS01,	Measure position relative to other devices running	[Redacted]	[Redacted]
MS02	the software to the following accuracy		
MS01,	Maintain the following application stability	[Redacted]	
MS02			

MS01,	A low time on task	[Redacted]	[Redacted]	
MS02				
MS01, MS02	Maintain a weight less than	[Redacted] [Redacted]		
MS01, MS02	Operate with regular use for the following	[Redacted] [Redacted]		
MS01, MS02	Mount on to multiple detector types	[Redacted]		
MS02	Ability to measure against a set standard and provide a score based on how well a user adheres to this. [Redacted]			
MS02	Ability to provide an overall score of performance weighted against multiple metrics.	[Redacted]		
MS01, MS02	Link runs to individual users through identifiers	[Redacted]		
MS02	Be able to associate users together as teams	[Redacted]		
MS03	Provide a tool to query the database from a device	[Redacted]		
MS03	Provide a tool to query the database through an API	[Redacted]		
MS02, MS03	Provide a report designing tool to generate custom reports	[Redacted]		
MS03	Allow reports generation to be automated	[Redacted]		
MS03	Allow multiple APIs to be integrated during and after development	[Redacted]		
MS03	Must feed into a database environment	[Redacted]		
MS02	Allow devices to operate in a connected manner	[Redacted]		
MS02	Allow devices to be connected to a single instructor's device	[Redacted]		
MS01,	A navigable and usable UI, streamlined for ease	[Redacted]		
MS02	of use			
MS04,	Provision of a database dashboard to display		[Redacted]	
MS05	KPIs as prescribed in 7.			
MS01, MS02	Ability to operate with no internet connection if required.	[Redacted]		
MS01, MS02	Ability to create scenarios, where the system randomly generates a laydown of ordinance for a user to find.		[Redacted]	
MS01, MS02	Ability to operate in multiple lighting conditions such as bright outdoor light and low indoor light	[Redacted]		
MS01,	Ability to operate outdoors as well as it does	[Redacted]		
MS02	indoors			
MS01,	Ability to operate in varied and inclement weather	[Redacted]		
MS02	and environments, such as those associated with the operational environment			
MS01,	Ability to insert virtual IEDs or ordnance	[Redacted]		
MS02				
MS01,	Ability to complete the data analytics and	[Redacted]		
MS02	visualisation on a device (such as a tablet)			
	disconnected from the database.			
MS01, MS02	Provided in-built instructional tutorials	[Redacted]		
MS01, MS02	Provided in-built calibration tools	[Redacted]		

Evaluation of Key User Requirements

The Contractor shall provide the Authority with reports, which shall be reviewed at weekly progress meetings in accordance with Condition 6 of the DOS5 Core Terms and Conditions. Reports should detail whether end-user acceptance testing is required, which shall then be carried out by the Authority to determine the Contractor's delivery of the KUR's. The Authority shall monitor the Contractor's delivery of the KUR's during the progress meetings.

3 Buyer Requirements – SOW Deliverables Outcome Description:

Mile- stone Ref	Milestone Descrip- tion	Acceptance Criteria	Due Date
MS01	Training Application	[Redacted]	15 July 2022
MS02	Monitoring and evalua- tion fea- tures	[Redacted]	17 December 2022
MS03	Database integration	 Database designed by the defence team has been successfully integrated Requirements to enable the accreditation of the system to handle live data achieved 	31 March 2023

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MS04	Whole system optimisation	 Major bugs identified have been rectified Issues with communication to the database have been rectified 	31 March 2023
		 An acceptable number of user stories have been implemented to enable initial operating concept 	
		 Acceptable information has been generated as part of the capability teams evidence generation 	
MS05	Service Support	Continued supply of security updates to the application for the duration	3-month OPTION: 30 June 2023
		 Continued supply of bug fixes for the duration 	
		 Continued support of user story implementation for the duration. 	

Delivery Plan: Payment shall not be made until all contractual milestones (detailed within this Order Form) have been accepted by the Authority.

Dependencies: Please refer to Call Off Schedule 4

Supplier Resource Plan:

Security Applicable to SOW:

The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security).

Cyber Essentials Scheme:

The Buyer requires the Supplier to have and maintain a **Cyber Essentials Plus Certificate** for the work undertaken under this SOW, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme).

SOW Standards:

Performance Management:

See Call-Off Schedule 14 (Balanced Scorecard)

Additional Requirements:

Annex 1 – Where Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract does not accurately reflect the data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex 1 attached to this Statement of Work.

Key Supplier Staff: Please refer to Framework Schedule 6 (Order Form Template) – Key Staff

SOW Reporting Requirements:

Not Applicable

4 Charges

Call Off Contract Charges:

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

Capped Time and Materials

The estimated maximum value of this SOW (irrespective of the selected charging method) is £555,000.00 ex VAT

FIVE HUNDRED AND FIFTY FIVE THOUSAND POUNDS AND ZERO PENCE ONLY.

Note: The above value includes the 3 month option period

Rate Cards Applicable:

[Redacted]

Reimbursable Expenses:

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

As per the advert on the Digital Outcomes and Specialist 5 framework, the payment approach for this requirement is Capped Time and Materials, other than Travel and subsistence which shall be a maximum price. Pricing should include vendors and any sub vendors that will be contracted under this requirement. The price should also include Travel and Subsistence as indicated in Schedule 2 of the Invitation to Tender. This is the maximum amount of Travel and Subsistence that can be drawn down upon during the contract period. Charges against this must be approved by the Authority prior to travel and will be paid based on actuals. The Authority's Travel and Subsistence policy can be provided upon request.

5 Signatures and Approvals

Agreement of this SOW

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:

For and on behalf of the Supplier

Name: [Redacted]

Title: Managing Director

Date: 29/03/22

Signature: [Redacted]

For and on behalf of the Buyer

Name: [Redacted]

Title: jHub Commercial - UKStratCom

Date: 31 March 2022 Signature: [Redacted]

Annex 1 Data Processing

Prior to the execution of this Statement of Work, the Parties shall review Annex 1 of Joint Schedule 11 (Processing Data) and if the contents of Annex 1 does not adequately cover the Processor / Controller arrangements covered by this Statement of Work, Annex 1 shall be amended as set out below and the following table shall apply to the Processing activities undertaken under this Statement of Work only:

Description	Details
Identity of Controller for each Category of Personal Data	The Relevant Authority is Controller and the Supplier is Processor The Parties acknowledge that in accordance with Paragraph 2 to Paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data in the below sections:
Duration of the Processing	Duration of contract, including any optional extensions.
Nature and purposes of the Processing	The nature of the Processing means any operation such as; collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. [Redacted]
Type of Personal Data	[Redacted]
Categories of Data Subject	[Redacted]
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	Any stored identifying data under GDPR and DPA acts shall be expunged upon completion of the contract and replaced with non-identifying markers. The location of any such replacements shall be identified to the other party.