



Crown
Commercial
Service

G-Cloud 9 Call-Off Contract

This Call-Off Contract for the G-Cloud 9 Framework Agreement (RM1557ix) includes:

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Part A - Order Form

Digital Marketplace service ID number:	6265 5674 2124 135
Call-Off Contract reference:	8050
Call-Off Contract title:	Office 365 Implementation Partner
Call-Off Contract description:	To work with DFID in implementation of Office 365 across the organisation to maximise DFID's investment in O365
Start date:	31st January 2018
Expiry date:	30 th January 2019
Call-Off Contract value:	£1,982,302.35
Charging method:	[See Schedule 2]
Purchase order number:	PO 8050

This Order Form is issued under the G-Cloud 9 Framework Agreement (RM1557ix).

Buyers can use this order form to specify their G-Cloud service requirements when placing an Order.

The Order Form cannot be used to alter existing terms or add any extra terms that materially change the Deliverables offered by the Supplier and defined in the Application.

There are terms in the Call-Off Contract that may be defined in the Order Form. These are identified in the contract with square brackets.

From: the Buyer	Department for International Development ("DFID") Buyer's main address: Abercrombie House Eaglesham Rd East Kilbride, Glasgow G74 8EA
To: the Supplier	Hewlett-Packard Limited ("HPE") Supplier's address: Cain Road Bracknell Berkshire RG12 1HN United Kingdom Company number: 00690597
Together: the 'Parties'	

Principle contact details

For the Buyer:	Title: REDACTED Name: REDACTED Email: REDACTED @dfid.gov.uk Phone: REDACTED
For the Supplier:	Title: REDACTED Name: REDACTED Email: REDACTED Phone: REDACTED

Call-Off Contract term

Start date:	This Call-Off Contract Starts on 31 st January 2018 and is valid for 12 months.
Ending (termination):	The notice period needed for Ending the Call-Off Contract is at least 30 Working Days from the date of written notice for disputed sums under clause 18.6 or at least 30 days from the date of written notice for Ending without cause under clause 18.1.
Extension period:	This Call-Off Contract can be extended by the Buyer, with the Supplier's approval, for two periods of up to six (6) months each, by giving the Supplier at least 30 Working Days' written notice before its expiry.

Buyer contractual details

This Order is for the G-Cloud Services outlined below. It is acknowledged by the Parties that the volume of the G-Cloud Services used by the Buyer may vary during this Call-Off Contract.

G-Cloud lot:	This Call-Off Contract is for the provision of Services under: Lot 3 – Cloud support
G-Cloud services required:	The Services to be provided by the Supplier under the above Lot are listed in Incorporated Framework Section 2 and outlined in detail in Schedule 1.
Additional services:	Not applicable.
Location:	The Services will be delivered to the Buyer's UK offices in Glasgow, unless otherwise agreed in writing with the Supplier.
Quality standards:	Any quality standards required for this Call-Off Contract are defined in Schedule 1.
Technical standards:	Any technical standards required for this Call-Off Contract are defined in Schedule 1.
Service level agreement:	Any service level and availability criteria required for this Call-Off Contract are defined in Schedule 1.
Onboarding:	Not applicable.
Offboarding:	Not applicable.
Collaboration Agreement	Not applicable.
Limit on Parties' liability:	The annual total liability of either Party for all Property defaults will not exceed £1,000,000. The annual total liability for Buyer Data defaults will not exceed £1,000,000 or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater). The annual total liability for all other defaults will not exceed the greater of £1,000,000 or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).
Insurance:	The Supplier will ensure that it maintains insurance with a reputable insurer up to a financial level and coverage that is adequate for the liabilities assumed by the Supplier under this Call-Off Contract. The minimum insurance(s) required will be: <ul style="list-style-type: none"> • a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract • professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud

	<p>Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law)</p> <ul style="list-style-type: none"> employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law
Force majeure:	A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 30 consecutive days.
Audit:	Once annually during the term of this Call-Off Contract, and provided the Buyer provides ten (10) Working Days' written notice, the Buyer may request, and the Supplier will provide access to, files or records pertaining to this Call-Off Contract specific to any Charges paid or payable by the Buyer under this Call-Off Contract during the previous twelve months for the purposes of determining if such Charges are accurate. If the Buyer wishes to select a third party auditor to perform such audit, such auditor shall sign a confidentiality agreement reasonably agreeable to the Supplier prior to commencement of the audit, and the result of the audit shall be subject to such confidentiality agreement. These files and records shall not include any personnel related information, product or labour cost data, or proprietary data relating to the Supplier's products or services. Audits shall be performed at the Buyer's cost during normal business hours in a manner to minimize disruption to the Supplier's business, and the Buyer shall promptly provide the Supplier with a copy of the results of the audit.
Buyer's responsibilities:	The Buyer's responsibilities are as defined in Schedule 1
Buyer's equipment:	The Buyer's "Equipment" to be used with this Call-Off Contract is defined in Schedule 1.

Supplier's information

Subcontractors or partners:	<p>The following is a list of the Supplier's Subcontractors or Partners:</p> <ul style="list-style-type: none"> Not applicable. <p>Incorporated Framework clause 8.33 shall apply only to subcontracts entered into by the Supplier solely and exclusively for delivery of products or services to the Buyer and does not apply to any supplier to the Supplier of standard hardware or software or related services or the Supplier's affiliates ("Supply Chain Supplier"). A Supply Chain Supplier is not a subcontractor for the purposes of this Call-Off Contract and despite any other provision, the Supplier is under no obligation at any time to novate, transfer or assign to the Buyer or any other party any rights or obligations under contracts with Supply Chain Suppliers or contracts under which the Supplier or any member of its group obtains goods or services for use with other customers.</p>
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Call-Off Contract charges and payment

The Call-Off Contract charges and payment details are in the table below. See Schedule 2 for a full breakdown.

Payment method:	The payment method for this Call-Off Contract is BACs
Payment profile:	The payment profile for this Call-Off Contract is defined in Schedule 2
Invoice details:	The Supplier will issue electronic invoices in accordance with Schedule 2, which shall include the Purchase Order number. The Buyer will pay the Supplier within 30 days of the date of a valid invoice.
Who and where to send invoices to:	Invoices will be sent to e-invoicing@dfid.gov.uk.
Invoice information required – for example purchase order, project reference:	All invoices must include Purchase Order No 8050
Invoice frequency:	Invoices will be sent to the Buyer in accordance with Schedule 2.
Call-Off Contract value:	The total value of this Call-Off Contract is £1,982,302.35.
Call-Off Contract charges:	The breakdown of the Charges is provided in Schedule 2.

Additional buyer terms

Performance of the service and deliverables:	Schedule 1 contains details of the service and deliverables.
Guarantee	Not applicable.
Warranties, representations:	Not applicable.
Supplemental requirements in addition to the Call Off terms:	Not applicable.
Alternative clauses:	Not applicable.
Specific amendments to/refinements of the Call-Off Contract terms:	<p>Buyer has no right or entitlement of any kind whatsoever to withhold, delay, set off or adjust any amount specified in a valid invoice issued by Supplier to Buyer in accordance with this Call-Off Contract. If Supplier provides an invoice containing inaccurate charges, Customer agrees to pay the portion of the invoice that is accurate within thirty (30) days of the invoice date, and provide Supplier with a written description of the inaccurate charges within fourteen (14) days of the invoice date. The parties agree to discuss any claimed inaccurate charges within three (3) days of Supplier's receipt of such description. Upon mutual resolution of the accuracy issue, if necessary, Supplier will provide a revised invoice to Customer after the discussion, and Customer will pay such invoice without undue delay.</p> <p>The Supplier is not required to provide (i) a business continuity and disaster recovery plan (ii) a Security Management Plan or Information Security Management System; or (iii) an exit plan.</p> <p>Supplier will use commercially reasonable efforts to comply with policies and guidance identified in this Call-Off Contract.</p>
Public Services Network (PSN):	Not applicable.

1. Formation of contract

- 1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call-Off Contract with the Buyer.
- 1.2 The Parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.
- 1.3 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.
- 1.4 In cases of any ambiguity or conflict the terms and conditions of the Call-Off Contract and Order Form will supersede those of the Supplier Terms and Conditions.

2. Background to the agreement

- (A) The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557ix.
- (B) The Buyer provided an Order Form for Services to the Supplier.

Signed:	Supplier	Buyer
Name:	[Enter text]	[Enter text]
Title:	[Enter text]	[Enter text]
Signature:	E sign <u>X</u>	E sign <u>X</u>
Date:	31/01/2018	31/01/2018

Schedule 1 – Services

The Services are described in a separate Statement of Work agreed between the Buyer and the Supplier and dated on or after the date of this Call-Off Contract.

The Buyer's Original Tender Document title DFID O365 Implementation Partner and the Supplier's Tender Responses covering technical and commercial dated 13 September 2017 will be considered as part of this schedule. For the avoidance of doubt, in the case of any conflict or inconsistency, the Statement of Work will take precedence.

- **Statement of Work**

Attached as Annex 1 – Statement of Works - 365 Programme



Schedule 2 - Call-Off Contract Charges

Project Milestone	Project Milestone Name	Milestone Charge
M1	Project Initiation, MVP Phase 1 and Assessment Phase 1	REDACTED
M2	MoC Phase 1 and Assessment Phase 2	REDACTED
M3	Messaging Phase 1 and UC Phase 1	REDACTED
M4a	MVP Phase 2, SharePoint Phase 1	REDACTED
M4b	Messaging Phase 2 and UC Phase 2	REDACTED
M5	SharePoint Phase 2 and Velocity Migration Phase 1	REDACTED
M6	Velocity Phase 2 and MoC Phase 2	REDACTED
	Total Contract Value	£1,982,302.35

The PO number 8050 will only serve an internal invoice tracking process, whereas the firm agreement between parties is represented by signed SOW and G-cloud contract.

Total

Part B - Terms and Conditions

1. Call-Off Contract start date and length

- 1.1 The Supplier must start providing the Services on the date specified in the Order Form.
- 1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 24 months from the Start Date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.
- 1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, as long as this is within the maximum permitted under the Framework Agreement of 2 periods of up to 12 months each.
- 1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to extend the contract beyond 24 months.

2. Incorporation of terms

- 2.1 The following Framework Agreement clauses (including clauses and defined terms referenced by them) as modified under clause 2.2 are incorporated as separate Call-Off Contract obligations and apply between the Supplier and the Buyer:
 - 4.1 (Warranties and representations)
 - 4.2 to 4.7 (Liability)
 - 4.11 to 4.12 (IR35)
 - 5.4 to 5.5 (Force majeure)
 - 5.8 (Continuing rights)
 - 5.9 to 5.11 (Change of control)
 - 5.12 (Fraud)
 - 5.13 (Notice of fraud)
 - 7.1 to 7.2 (Transparency)
 - 8.3 (Order of precedence)
 - 8.4 (Relationship)
 - 8.7 to 8.9 (Entire agreement)
 - 8.10 (Law and jurisdiction)
 - 8.11 to 8.12 (Legislative change)
 - 8.13 to 8.17 (Bribery and corruption)
 - 8.18 to 8.27 (Freedom of Information Act)
 - 8.28 to 8.29 (Promoting tax compliance)
 - 8.30 to 8.31 (Official Secrets Act)
 - 8.32 to 8.35 (Transfer and subcontracting)
 - 8.38 to 8.41 (Complaints handling and resolution)
 - 8.42 to 8.48 (Conflicts of interest and ethical walls)
 - 8.49 to 8.51 (Publicity and branding)
 - 8.52 to 8.54 (Equality and diversity)
 - 8.57 to 8.62 (Data protection and disclosure)
 - 8.66 to 8.67 (Severability)
 - 8.68 to 8.82 (Managing disputes)
 - 8.83 to 8.91 (Confidentiality)
 - 8.92 to 8.93 (Waiver and cumulative remedies)
 - paragraphs 1 to 10 of the Framework Agreement glossary and interpretations
 - any audit provisions from the Framework Agreement set out by the Buyer in the Order Form
- 2.2 The Framework Agreement provisions in clause 2.1 will be modified as follows:
 - a reference to the 'Framework Agreement' will be a reference to the 'Call-Off Contract'
 - a reference to 'CCS' will be a reference to 'the Buyer'

- a reference to the 'Parties' and a 'Party' will be a reference to the Buyer and Supplier as Parties under this Call-Off Contract

- 2.3 The Framework Agreement incorporated clauses will be referred to as 'incorporated Framework clause XX', where 'XX' is the Framework Agreement clause number.
- 2.4 When an Order Form is signed, the terms and conditions agreed in it will be incorporated into this Call-Off Contract.

3. Supply of services

- 3.1 The Supplier agrees to supply the G-Cloud Services and any Additional Services under the terms of the Call-Off Contract and the Supplier's Application.
- 3.2 The Supplier undertakes that each G-Cloud Service will meet the Buyer's acceptance criteria, as defined in the Order Form.

4. Supplier staff

- 4.1 The Supplier Staff must:
- be appropriately experienced, qualified and trained to supply the Services
 - apply all due skill, care and diligence in faithfully performing those duties
 - obey all lawful instructions and reasonable directions of the Buyer and provide the Services to the reasonable satisfaction of the Buyer
 - respond to any enquiries about the Services as soon as reasonably possible
 - complete any necessary Supplier Staff vetting as specified by the Buyer
- 4.2 The Supplier must retain overall control of the Supplier Staff so that they are not considered to be employees, workers, agents or contractors of the Buyer.
- 4.3 The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.
- 4.4 The Buyer may conduct IR35 Assessments using the ESI tool to assess whether the Supplier's engagement under the Call-Off Contract is Inside or Outside IR35.
- 4.5 The Buyer may End this Call-Off Contract for Material Breach if the Supplier is delivering the Services Inside IR35.
- 4.6 The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start Date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14-digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.
- 4.7 If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.
- 4.8 If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

5. Due diligence

- 5.1 Both Parties agree that when entering into a Call-Off Contract they:
- have made their own enquiries and are satisfied by the accuracy of any information supplied by the other Party
 - are confident that they can fulfil their obligations according to the Call-Off Contract terms
 - have raised all due diligence questions before signing the Call-Off Contract
 - have entered into the Call-Off Contract relying on its own due diligence

6. Business continuity and disaster recovery

- 6.1 The Supplier will have a clear business continuity and disaster recovery plan in their service descriptions.
- 6.2 The Supplier's business continuity and disaster recovery services are part of the Services and will be performed by the Supplier when required.
- 6.3 If requested by the Buyer prior to entering into this Call-Off Contract, the Supplier must ensure that its business continuity and disaster recovery plan is consistent with the Buyer's own plans.

7. Payment, VAT and Call-Off Contract charges

- 7.1 The Buyer must pay the Charges following clauses 7.2 to 7.11 for the Supplier's delivery of the Services.
- 7.2 The Buyer will pay the Supplier within the number of days specified in the Order Form on receipt of a valid invoice.
- 7.3 The Call-Off Contract Charges include all Charges for payment processing. All invoices submitted to the Buyer for the Services will be exclusive of any Management Charge.
- 7.4 If specified in the Order Form, the Supplier will accept payment for G-Cloud Services by the Government Procurement Card (GPC). The Supplier will be liable to pay any merchant fee levied for using the GPC and must not recover this charge from the Buyer.
- 7.5 The Supplier must ensure that each invoice contains a detailed breakdown of the G-Cloud Services supplied. The Buyer may request the Supplier provides further documentation to substantiate the invoice.
- 7.6 If the Supplier enters into a Subcontract it must ensure that a provision is included in each Subcontract which specifies that payment must be made to the Subcontractor within 30 days of receipt of a valid invoice.
- 7.7 All Charges payable by the Buyer to the Supplier will include VAT at the appropriate rate.
- 7.8 The Supplier must add VAT to the Charges at the appropriate rate with visibility of the amount as a separate line item.
- 7.9 The Supplier will indemnify the Buyer on demand against any liability arising from the Supplier's failure to account for or to pay any VAT on payments made to the Supplier under this Call-Off Contract. The Supplier must pay all sums to the Buyer at least 5 Working Days before the date on which the tax or other liability is payable by the Buyer.
- 7.10 The Supplier must not suspend the supply of the G-Cloud Services unless the Supplier is entitled to End this Call-Off Contract under clause 18.6 for Buyer's failure to pay undisputed sums of money. Interest will be payable by the Buyer on the late payment of any undisputed sums of money properly invoiced under the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.11 If there's an invoice dispute, the Buyer must pay the undisputed amount and return the invoice within 10 Working days of the invoice date. The Buyer will provide a covering statement with proposed amendments and the reason for any non-payment. The Supplier must notify the Buyer within 10 Working days of receipt of the returned invoice if it accepts the amendments. If it does then the Supplier must provide a replacement valid invoice with the response.
- 7.12 Due to the nature of G-Cloud Services it isn't possible in a static Order Form to exactly define the consumption of services over the duration of the Call-Off Contract. The Supplier agrees that the Buyer's volumes indicated in the Order Form are indicative only.

8. Recovery of sums due and right of set-off

- 8.1 If a Supplier owes money to the Buyer, the Buyer may deduct that sum from the Call-Off Contract Charges.

9. Insurance

- 9.1 The Supplier will maintain the insurances required by the Buyer including those in this clause.
- 9.2 The Supplier will ensure that:
- during this Call-Off Contract, Subcontractors hold third-party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including the claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £1,000,000
 - the third-party public and products liability insurance contains an 'indemnity to principals' clause for the Buyer's benefit
 - all agents and professional consultants involved in the Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date
 - all agents and professional consultants involved in the Services hold employers liability insurance (except where exempt under Law) to a minimum indemnity of £5,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date
- 9.3 If requested by the Buyer, the Supplier will obtain additional insurance policies, or extend existing policies bought under the Framework Agreement.
- 9.4 If requested by the Buyer, the Supplier will provide the following to show compliance with this clause:
- a broker's verification of insurance
 - receipts for the insurance premium
 - evidence of payment of the latest premiums due
- 9.5 Insurance will not relieve the Supplier of any liabilities under the Framework Agreement or this Call-Off Contract and the Supplier will:
- take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers
 - promptly notify the insurers in writing of any relevant material fact under any insurances
 - hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of insurance
- 9.6 The Supplier will not do or omit to do anything, which would destroy or impair the legal validity of the insurance.
- 9.7 The Supplier will notify CCS and the Buyer as soon as possible if any insurance policies have been, or are due to be, cancelled, suspended, Ended or not renewed.
- 9.8 The Supplier will be liable for the payment of any:
- premiums, which it will pay promptly
 - excess or deductibles and will not be entitled to recover this from the Buyer

10. Confidentiality

- 10.1 Subject to clause 24.1 the Supplier must during and after the Term keep the Buyer fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier's obligations under the Data Protection Act (DPA) or under incorporated Framework Agreement clauses 8.83 to 8.91. The indemnity doesn't apply to the extent that the Supplier breach is due to a Buyer's instruction.

11. Intellectual Property Rights

- 11.1 Unless otherwise specified in this Call-Off Contract, a Party will not acquire any right, title or interest in or to the Intellectual Property Rights (IPRs) of the other Party or its licensors.
- 11.2 The Supplier grants the Buyer a non-exclusive, transferable, perpetual, irrevocable, royalty-free licence to use the Project Specific IPRs and any Background IPRs embedded within the Project Specific IPRs for the Buyer's ordinary business activities.
- 11.3 The Supplier must obtain the grant of any third-party IPRs and Background IPRs so the Buyer can enjoy full use of the Project Specific IPRs, including the Buyer's right to publish the IPR as open source.
- 11.4 The Supplier must promptly inform the Buyer if it can't comply with the clause above and the Supplier must not use third-party IPRs or Background IPRs in relation to the Project Specific IPRs if it can't obtain the grant of a licence acceptable to the Buyer.
- 11.5 The Supplier will, on written demand, fully indemnify the Buyer and the Crown for all Losses which it may incur at any time from any claim of infringement or alleged infringement of a third party's IPRs because of the:
- rights granted to the Buyer under this Call-Off Contract
 - Supplier's performance of the Services
 - use by the Buyer of the Services
- 11.6 If an IPR Claim is made, or is likely to be made, the Supplier will immediately notify the Buyer in writing and must at its own expense after written approval from the Buyer, either:
- modify the relevant part of the Services without reducing its functionality or performance
 - substitute Services of equivalent functionality and performance, to avoid the infringement or the alleged infringement, as long as there is no additional cost or burden to the Buyer
 - buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer
- 11.7 Clause 11.5 will not apply if the IPR Claim is from:
- the use of data supplied by the Buyer which the Supplier isn't required to verify under this Call-Off Contract
 - other material provided by the Buyer necessary for the Services
- 11.8 If the Supplier does not comply with clauses 11.2 to 11.6, the Buyer may End this Call-Off Contract for Material Breach. The Supplier will, on demand, refund the Buyer all the money paid for the affected Services.

12. Protection of information

- 12.1 The Supplier must:
- comply with the Buyer's written instructions and this Call-Off Contract when Processing Buyer Personal Data
 - only Process the Buyer Personal Data as necessary for the provision of the G-Cloud Services or as required by Law or any Regulatory Body
 - take reasonable steps to ensure that any Supplier Staff who have access to Buyer Personal Data act in compliance with Supplier's security processes
- 12.2 The Supplier must fully assist with any complaint or request for Buyer Personal Data including by:

- providing the Buyer with full details of the complaint or request
- complying with a data access request within the timescales in the Data Protection Legislation and following the Buyer's instructions
- providing the Buyer with any Buyer Personal Data it holds about a Data Subject (within the timescales required by the Buyer)
- providing the Buyer with any information requested by the Data Subject

12.3 The Supplier must get prior written consent from the Buyer to transfer Buyer Personal Data to any other person (including any Subcontractors) for the provision of the G-Cloud Services.

13. Buyer data

The Supplier must not remove any proprietary notices in the Buyer Data.

13.1 The Supplier will not store or use Buyer Data except if necessary to fulfil its obligations.

13.2 If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested.

13.3 The Supplier must ensure that any Supplier system that holds any Buyer Data is a secure system that complies with the Supplier's and Buyer's security policy and all Buyer requirements in the Order Form.

13.4 The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.

13.5 The Supplier will ensure that any Supplier system which holds any protectively marked Buyer Data or other government data will comply with:

- the principles in the Security Policy Framework at <https://www.gov.uk/government/publications/security-policy-framework> and the Government Security Classification policy at <https://www.gov.uk/government/publications/government-security-classifications>
- guidance issued by the Centre for Protection of National Infrastructure on Risk Management at <https://www.cpni.gov.uk/content/adopt-risk-management-approach> and Accreditation of Information Systems at <https://www.cpni.gov.uk/protection-sensitive-information-and-assets>
- the National Cyber Security Centre's (NCSC) information risk management guidance, available at <https://www.ncsc.gov.uk/guidance/risk-management-collection>
- government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint, available at <https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>
- the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance at <https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>

13.6 The Buyer will specify any security requirements for this project in the Order Form.

13.7 If the Supplier suspects that the Buyer Data has or may become corrupted, lost, breached or significantly degraded in any way for any reason, then the Supplier will notify the Buyer immediately and will (at its own cost if corruption, loss, breach or degradation of the Buyer Data was caused by the action or omission of the Supplier) comply with any remedial action reasonably proposed by the Buyer.

13.8 The Supplier agrees to use the appropriate organisational, operational and technological processes to keep the Buyer Data safe from unauthorised use or access, loss, destruction, theft or disclosure.

- 13.9 The provisions of this clause 13 will apply during the term of this Call-Off Contract and for as long as the Supplier holds the Buyer's Data.

14. Standards and quality

- 14.1 The Supplier will comply with any standards in this Call-Off Contract, the Order Form and the Framework Agreement.
- 14.2 The Supplier will deliver the Services in a way that enables the Buyer to comply with its obligations under the Technology Code of Practice, which is available at <https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>
- 14.3 If requested by the Buyer, the Supplier must, at its own cost, ensure that the G-Cloud Services comply with the requirements in the PSN Code of Practice.
- 14.4 If any PSN Services are Subcontracted by the Supplier, the Supplier must ensure that the services have the relevant PSN compliance certification.
- 14.5 The Supplier must immediately disconnect its G-Cloud Services from the PSN if the PSN Authority considers there is a risk to the PSN's security and the Supplier agrees that the Buyer and the PSN Authority will not be liable for any actions, damages, costs, and any other Supplier liabilities which may arise.

15. Open source

- 15.1 All software created for the Buyer must be suitable for publication as open source, unless otherwise agreed by the Buyer.
- 15.2 If software needs to be converted before publication as open source, the Supplier must also provide the converted format unless otherwise agreed by the Buyer.

16. Security

- 16.1 If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer's written approval of) a Security Management Plan and an Information Security Management System. After Buyer approval the Security Management Plan and Information Security Management System will apply during the Term of this Call-Off Contract. Both plans will comply with the Buyer's security policy and protect all aspects and processes associated with the delivery of the Services.
- 16.2 The Supplier will use software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.
- 16.3 If Malicious Software causes loss of operational efficiency or loss or corruption of Service Data, the Supplier will help the Buyer to mitigate any losses and restore the Services to operating efficiency as soon as possible.
- 16.4 Responsibility for costs will be at the:
- Supplier's expense if the Malicious Software originates from the Supplier software or the Service Data while the Service Data was under the control of the Supplier, unless the Supplier can demonstrate that it was already present, not quarantined or identified by the Buyer when provided
 - Buyer's expense if the Malicious Software originates from the Buyer software or the Service Data, while the Service Data was under the Buyer's control
- 16.5 The Supplier will immediately notify CCS of any breach of security of CCS's Confidential Information (and

the Buyer of any Buyer Confidential Information breach). Where the breach occurred because of a Supplier Default, the Supplier will recover the CCS and Buyer Confidential Information however it may be recorded.

- 16.6 Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance, available at <https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>.
- 16.7 If a Buyer has requested in the Order Form that the Supplier has a Cyber Essentials certificate, the Supplier must provide the Buyer with a valid Cyber Essentials certificate (or equivalent) required for the Services before the Start Date.

17. Guarantee

- 17.1 If this Call-Off Contract is conditional on receipt of a Guarantee that is acceptable to the Buyer, the Supplier must give the Buyer on or before the Start Date:
- an executed Guarantee in the form at Schedule 5
 - a certified copy of the passed resolution or board minutes of the guarantor approving the execution of the Guarantee

18. Ending the Call-Off Contract

- 18.1 The Buyer can End this Call-Off Contract at any time by giving the notice to the Supplier specified in the Order Form. The Supplier's obligation to provide the Services will end on the date in the notice.
- 18.2 The Parties agree that the:
- Buyer's right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided
 - Call-Off Contract Charges paid during the notice period is reasonable compensation and covers all the Supplier's avoidable costs or Losses
- 18.3 Subject to clause 24 (Liability), if the Buyer Ends this Call-Off Contract under clause 18.1, it will indemnify the Supplier against any commitments, liabilities or expenditure which result in any unavoidable Loss by the Supplier, provided that the Supplier takes all reasonable steps to mitigate the Loss. If the Supplier has insurance, the Supplier will reduce its unavoidable costs by any insurance sums available. The Supplier will submit a fully itemised and costed list of the unavoidable Loss with supporting evidence.
- 18.4 The Buyer will have the right to End this Call-Off Contract at any time with immediate effect by written notice to the Supplier if either the Supplier commits:
- a Supplier Default and if the Supplier Default cannot, in the reasonable opinion of the Buyer, be remedied
 - any fraud
- 18.5 A Party can End this Call-Off Contract at any time with immediate effect by written notice if:
- the other Party commits a Material Breach of any term of this Call-Off Contract (other than failure to pay any amounts due) and, if that breach is remediable, fails to remedy it within 15 Working Days of being notified in writing to do so
 - an Insolvency Event of the other Party happens
 - the other Party ceases or threatens to cease to carry on the whole or any material part of its business
- 18.6 If the Buyer fails to pay the Supplier undisputed sums of money when due, the Supplier must notify the

Buyer and allow the Buyer 5 Working Days to pay. If the Buyer doesn't pay within 5 Working Days, the Supplier may End this Call-Off Contract by giving the length of notice in the Order Form.

- 18.7 A Party who isn't relying on a Force Majeure event will have the right to End this Call-Off Contract if clause 23.1 applies.

19. Consequences of suspension, ending and expiry

- 19.1 If a Buyer has the right to End a Call-Off Contract, it may elect to suspend this Call-Off Contract or any part of it.
- 19.2 Even if a notice has been served to End this Call-Off Contract or any part of it, the Supplier must continue to provide the Ordered G-Cloud Services until the dates set out in the notice.
- 19.3 The rights and obligations of the Parties will cease on the Expiry Date or End Date (whichever applies) of this Call-Off Contract, except those continuing provisions described in clause 19.4.
- 19.4 Ending or expiry of this Call-Off Contract will not affect:
- any rights, remedies or obligations accrued before its Ending or expiration
 - the right of either Party to recover any amount outstanding at the time of Ending or expiry
 - the continuing rights, remedies or obligations of the Buyer or the Supplier under clauses 7 (Payment, VAT and Call-Off Contract charges); 8 (Recovery of sums due and right of set-off); 9 (Insurance); 10 (Confidentiality); 11 (Intellectual property rights); 12 (Protection of information); 13 (Buyer data); 19 (Consequences of suspension, ending and expiry); 24 (Liability); incorporated Framework Agreement clauses: 4.2 to 4.7 (Liability); 8.42 to 8.48 (Conflicts of interest and ethical walls) and 8.92 to 8.93 (Waiver and cumulative remedies)
 - any other provision of the Framework Agreement or this Call-Off Contract which expressly or by implication is in force even if it Ends or expires
- 19.5 At the end of the Call-Off Contract Term, the Supplier must promptly:
- return all Buyer Data including all copies of Buyer software, code and any other software licensed by the Buyer to the Supplier under it
 - return any materials created by the Supplier under this Call-Off Contract if the IPRs are owned by the Buyer
 - stop using the Buyer Data and, at the direction of the Buyer, provide the Buyer with a complete and uncorrupted version in electronic form in the formats and on media agreed with the Buyer
 - destroy all copies of the Buyer Data when they receive the Buyer's written instructions to do so or 12 calendar months after the End or Expiry Date, and provide written confirmation to the Buyer that the data has been securely destroyed, except if the retention of Buyer Data is required by Law
 - work with the Buyer on any ongoing work
 - return any sums prepaid for Services which have not been delivered to the Buyer, within 10 Working Days of the End or Expiry Date
- 19.6 Each Party will return all of the other Party's Confidential Information and confirm this has been done, unless there is a legal requirement to keep it or this Call-Off Contract states otherwise.
- 19.7 All licences, leases and authorisations granted by the Buyer to the Supplier will cease at the end of the Call-Off Contract Term without the need for the Buyer to serve notice except if this Call-Off Contract states otherwise.

20. Notices

- 20.1 Any notices sent must be in writing. For the purpose of this clause, an email is accepted as being 'in writing'.

Manner of delivery	Deemed time of delivery	Proof of service
Email	9am on the first Working Day after sending	Sent by pdf to the correct email address without getting an error message

- 20.2 This clause does not apply to any legal action or other method of dispute resolution which should be sent to the addresses in the Order Form (other than a dispute notice under this Call-Off Contract).

21. Exit plan

- 21.1 The Supplier must provide an exit plan in its Application which ensures continuity of service and the Supplier will follow it.
- 21.2 When requested, the Supplier will help the Buyer to migrate the Services to a replacement supplier in line with the exit plan. This will be at the Supplier's own expense if the Call-Off Contract Ended before the Expiry Date due to Supplier cause.
- 21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 24 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 18 month anniversary of the Start Date.
- 21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.
- 21.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.
- 21.6 The Supplier acknowledges that the Buyer's right to extend the Term beyond 24 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:
- the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the extension period on terms that are commercially reasonable and acceptable to the Buyer
 - there will be no adverse impact on service continuity
 - there is no vendor lock-in to the Supplier's Service at exit
 - it enables the Buyer to meet its obligations under the Technology Code Of Practice
- 21.7 If approval is obtained by the Buyer to extend the Term, then the Supplier will comply with its obligations in the additional exit plan.
- 21.8 The additional exit plan must set out full details of timescales, activities and roles and responsibilities of the Parties for:
- the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier
 - the strategy for exportation and migration of Buyer Data from the Supplier system to the Buyer or a replacement supplier, including conversion to open standards or other standards required by the Buyer

- the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier
- the testing and assurance strategy for exported Buyer Data
- if relevant, TUPE-related activity to comply with the TUPE regulations
- any other activities and information which is reasonably required to ensure continuity of Service during the exit period and an orderly transition

22. Handover to replacement supplier

- 22.1 At least 10 Working Days before the Expiry Date or End Date, the Supplier must provide any:
- data (including Buyer Data), Buyer Personal Data and Buyer Confidential Information in the Supplier's possession, power or control
 - other information reasonably requested by the Buyer
- 22.2 On reasonable notice at any point during the Term, the Supplier will provide any information and data about the G-Cloud Services reasonably requested by the Buyer (including information on volumes, usage, technical aspects, service performance and staffing). This will help the Buyer understand how the Services have been provided and to run a fair competition for a new supplier.
- 22.3 This information must be accurate and complete in all material respects and the level of detail must be sufficient to reasonably enable a third party to prepare an informed offer for replacement services and not be unfairly disadvantaged compared to the Supplier in the buying process.

23. Force majeure

- 23.1 If a Force Majeure event prevents a Party from performing its obligations under this Call-Off Contract for more
- than the number of consecutive days set out in the Order Form, the other Party may End this Call-Off Contract with immediate effect by written notice.

24. Liability

- 24.1 Subject to incorporated Framework Agreement clauses 4.2 to 4.7, each Party's Yearly total liability for defaults under or in connection with this Call-Off Contract (whether expressed as an indemnity or otherwise) will be set as follows:
- Property: for all defaults resulting in direct loss to the property (including technical infrastructure, assets, IPR or equipment but excluding any loss or damage to Buyer Data) of the other Party, will not exceed the amount in the Order Form
 - Buyer Data: for all defaults resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data caused by the Supplier's default will not exceed the amount in the Order Form
 - Other defaults: for all other defaults, claims, Losses or damages, whether arising from breach of contract, misrepresentation (whether under common law or statute), tort (including negligence), breach of statutory duty or otherwise will not exceed the amount in the Order Form

25. Premises

- 25.1 If either Party uses the other Party's premises, that Party is liable for all loss or damage it causes to the premises. It is responsible for repairing any damage to the premises or any objects on the premises, other than fair wear and tear.
- 25.2 The Supplier will use the Buyer's premises solely for the performance of its obligations under this Call-Off

Contract.

25.3 The Supplier will vacate the Buyer's premises when the Call-Off Contract Ends or expires.

25.4 This clause does not create a tenancy or exclusive right of occupation.

25.5 While on the Buyer's premises, the Supplier will:

- comply with any security requirements at the premises and not do anything to weaken the security of the premises
- comply with Buyer requirements for the conduct of personnel
- comply with any health and safety measures implemented by the Buyer
- immediately notify the Buyer of any incident on the premises that causes any damage to Property which could cause personal injury

25.6 The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Buyer on request.

26. Equipment

26.1 The Supplier is responsible for providing any Equipment which the Supplier requires to provide the Services.

26.2 Any Equipment brought onto the premises will be at the Supplier's own risk and the Buyer will have no liability for any loss of, or damage to, any Equipment.

26.3 When the Call-Off Contract Ends or expires, the Supplier will remove the Equipment and any other materials leaving the premises in a safe and clean condition.

27. The Contracts (Rights of Third Parties) Act 1999

27.1 Except as specified in clause 29.8, a person who isn't Party to this Call-Off Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. This does not affect any right or remedy of any person which exists or is available otherwise.

28. Environmental requirements

28.1 The Buyer will provide a copy of its environmental policy to the Supplier on request, which the Supplier will comply with.

28.2 The Supplier must provide reasonable support to enable Buyers to work in an environmentally friendly way, for example by helping them recycle or lower their carbon footprint.

29. The Employment Regulations (TUPE)

29.1 The Supplier agrees that if the Employment Regulations apply to this Call-Off Contract on the Start Date then it must comply with its obligations under the Employment Regulations and (if applicable) New Fair Deal (including entering into an Admission Agreement) and will indemnify the Buyer or any Former Supplier for any loss arising from any failure to comply.

29.2 Twelve months before this Call-Off Contract expires, or after the Buyer has given notice to End it, and within 28 days of the Buyer's request, the Supplier will fully and accurately disclose to the Buyer all staff information including, but not limited to, the total number of staff assigned for the purposes of TUPE to the Services. For each person identified the Supplier must provide details of:

- the activities they perform
- age

- start date
- place of work
- notice period
- redundancy payment entitlement
- salary, benefits and pension entitlements
- employment status
- identity of employer
- working arrangements
- outstanding liabilities
- sickness absence
- copies of all relevant employment contracts and related documents
- all information required under regulation 11 of TUPE or as reasonably requested by the Buyer

29.3 The Supplier warrants the accuracy of the information provided under this TUPE clause and will notify the Buyer of any changes to the amended information as soon as reasonably possible. The Supplier will permit the Buyer to use and disclose the information to any prospective Replacement Supplier.

29.4 In the 12 months before the expiry of this Call-Off Contract, the Supplier will not change the identity and number of staff assigned to the Services (unless reasonably requested by the Buyer) or their terms and conditions, other than in the ordinary course of business.

29.5 The Supplier will co-operate with the re-tendering of this Call-Off Contract by allowing the Replacement Supplier to communicate with and meet the affected employees or their representatives.

29.6 The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:

- its failure to comply with the provisions of this clause
- any claim by any employee or person claiming to be an employee (or their employee representative) of the Supplier which arises or is alleged to arise from any act or omission by the Supplier on or before the date of the Relevant Transfer

29.7 The provisions of this clause apply during the Term of this Call-Off Contract and indefinitely after it Ends or expires.

29.8 For these TUPE clauses, the relevant third party will be able to enforce its rights under this clause but their consent will not be required to vary these clauses as the Buyer and Supplier may agree.

30. Additional G-Cloud services

30.1 The Buyer may require the Supplier to provide Additional Services. The Buyer doesn't have to buy any Additional Services from the Supplier and can buy services that are the same as or similar to the Additional Services from any third party.

30.2 If reasonably requested to do so by the Buyer in the Order Form, the Supplier must provide and monitor performance of the Additional Services using an Implementation Plan.

31. Collaboration

- 31.1 If the Buyer has specified in the Order Form that it requires the Supplier to enter into a Collaboration Agreement, the Supplier must give the Buyer an executed Collaboration Agreement before the Start Date in the form set out in Schedule 3.
- 31.2 In addition to any obligations under the Collaboration Agreement, the Supplier must:
- work proactively and in good faith with each of the Buyer's contractors
 - co-operate and share information with the Buyer's contractors to enable the efficient operation of the Buyer's ICT services and G-Cloud Services

32. Variation process

- 32.1 The Buyer can request in writing a change to this Call-Off Contract if it isn't a material change to the Framework Agreement/or this Call-Off Contract. Once implemented, it is called a Variation.
- 32.2 The Supplier must notify the Buyer immediately in writing of any proposed changes to their G-Cloud Services or their delivery by submitting a Variation request. This includes any changes in the Supplier's supply chain.
- 32.3 If Either Party can't agree to or provide the Variation, the Buyer may agree to continue performing its obligations under this Call-Off Contract without the Variation, or End this Call-Off Contract by giving 30 days notice to the Supplier.

Schedule 3 - Glossary and Interpretations

In this Call-Off Contract the following expressions mean:

Additional Services	Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Section 2 (Services Offered) which a Buyer may request.
Admission Agreement	The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s).
Application	The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Digital Marketplace).
Audit	An audit carried out under the incorporated Framework Agreement clauses specified by the Buyer in the Order (if any).
Background IPRs	<p>For each Party, IPRs:</p> <ul style="list-style-type: none">• owned by that Party before the date of this Call-Off Contract (as may be enhanced and/or modified but not as a consequence of the Services) including IPRs contained in any of the Party's Know-How, documentation and processes• created by the Party independently of this Call-Off Contract, or <p>For the Buyer, Crown Copyright which isn't available to the Supplier otherwise than under this Call-Off Contract, but excluding IPRs owned by that Party in Buyer software or Supplier software.</p>
Buyer	The contracting authority ordering services as set out in the Order Form.
Buyer Data	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.

Buyer Personal Data	The personal data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.
Buyer Representative	The representative appointed by the Buyer under this Call-Off Contract.
Buyer Software	Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.
Call-Off Contract	This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.
Charges	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
Collaboration Agreement	An agreement between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.
Commercially Sensitive Information	Information, which the Buyer has been notified about by the Supplier in writing before the Start Date with full details of why the Information is deemed to be commercially sensitive.
Confidential Information	<p>Data, personal data and any information, which may include (but isn't limited to) any:</p> <ul style="list-style-type: none"> information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').
Control	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.
Crown	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.
Data Protection Legislation or DPA	The Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including if applicable legally binding guidance and codes of practice issued by the Information Commissioner.
Data Subject	Will have the same meaning as set out in the Data Protection Act 1998.
Default	<p>Default is any:</p> <ul style="list-style-type: none"> breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) other default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract <p>Unless otherwise specified in the Framework Agreement the Supplier is liable</p>

	to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.
Deliverable	The G-Cloud Services the Buyer contracts the Supplier to provide under this Call-Off Contract.
Digital Marketplace	The government marketplace where Services are available for Buyers to buy. (https://www.digitalmarketplace.service.gov.uk/)
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') which implements the Acquired Rights Directive.
End	Means to terminate; and Ended and Ending are construed accordingly.
Environmental Information Regulations or EIR	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant Government department about the regulations.
Equipment	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.
ESI Reference Number	The 14 digit ESI reference number from the summary of outcome screen of the ESI tool.
Employment Status Indicator test tool or ESI tool	The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here: http://tools.hmrc.gov.uk/esi
Expiry Date	The expiry date of this Call-Off Contract in the Order Form.
Force Majeure	<p>A Force Majeure event means anything affecting either Party's performance of their obligations arising from any:</p> <ul style="list-style-type: none"> • acts, events or omissions beyond the reasonable control of the affected Party • riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare • acts of government, local government or Regulatory Bodies • fire, flood or disaster and any failure or shortage of power or fuel • industrial dispute affecting a third party for which a substitute third party isn't reasonably available <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> • any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain • any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure • the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into • any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans
Former Supplier	A supplier supplying services to the Buyer before the Start Date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).
Framework Agreement	The clauses of framework agreement RM1557ix together with the Framework Schedules.
Fraud	Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of

	fraudulent acts in relation to this Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.
Freedom of Information Act or FoIA	The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant Government department in relation to the legislation.
G-Cloud Services	The cloud services described in Framework Agreement Section 2 (Services Offered) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.
Good Industry Practice	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.
Guarantee	The guarantee described in Schedule 5.
Guidance	Any current UK Government Guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK Government Guidance and the Crown Commercial Service Guidance, current UK Government Guidance will take precedence.
Indicative Test	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
Information	Has the meaning given under section 84 of the Freedom of Information Act 2000.
Information Security Management System	The information security management system and process developed by the Supplier in accordance with clause 16.1.
Inside IR35	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
Insolvency Event	Can be: <ul style="list-style-type: none"> • a voluntary arrangement • a winding-up petition • the appointment of a receiver or administrator • an unresolved statutory demand • a Schedule A1 moratorium.
Intellectual Property Rights or IPR	Intellectual Property Rights are: <ul style="list-style-type: none"> • copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information • applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction • all other rights having equivalent or similar effect in any country or jurisdiction
Intermediary	For the purposes of the IR35 rules an intermediary can be: <ul style="list-style-type: none"> • the supplier's own limited company • a service or a personal service company • a partnership <p>It does not apply if you work for a client through a Managed Service Company</p>

	(MSC) or agency (for example, an employment agency).
IPR Claim	As set out in clause 11.5.
IR35	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.
IR35 Assessment	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.
Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or CCS's possession before the Start Date.
Law	Any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, judgment of a relevant court of law, or directives or requirements of any Regulatory Body.
Loss	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and ' Losses ' will be interpreted accordingly.
Lot	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
Malicious Software	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
Management Charge	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
Management Information	The management information specified in Framework Agreement section 6 (What you report to CCS).
Material Breach	Those breaches which have been expressly set out as a material breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.
Ministry of Justice Code	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.
New Fair Deal	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.
Order	An order for G-Cloud Services placed by a Contracting Body with the Supplier in accordance with the Ordering Processes.
Order Form	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
Ordered G-Cloud Services	G-Cloud Services which are the subject of an Order by the Buyer.
Outside IR35	Contractual engagements which would be determined to not be within the

	scope of the IR35 intermediaries legislation if assessed using the ESI tool.
Party	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
Personal Data	As described in the Data Protection Act 1998 (http://www.legislation.gov.uk/ukpga/1998/29/contents)
Processing	This has the meaning given to it under the Data Protection Act 1998 as amended but, for the purposes of this Call-Off Contract, it will include both manual and automatic processing. 'Process' and 'processed' will be interpreted accordingly.
Prohibited Act	To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to: <ul style="list-style-type: none"> • induce that person to perform improperly a relevant function or activity • reward that person for improper performance of a relevant function or activity • commit any offence: <ul style="list-style-type: none"> ○ under the Bribery Act 2010 ○ under legislation creating offences concerning Fraud ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit Fraud
Project Specific IPRs	Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs.
Property	Assets and property including technical infrastructure, IPRs and equipment.
PSN or Public Services Network	The Public Services Network (PSN) is the Government's high-performance network which helps public sector organisations work together, reduce duplication and share resources.
Regulatory Body or Bodies	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.
Relevant Person	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.
Relevant Transfer	A transfer of employment to which the Employment Regulations applies.
Replacement Services	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.
Replacement Supplier	Any third party service provider of Replacement Services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
Services	The services ordered by the Buyer as set out in the Order Form.
Service Data	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.
Service Definition(s)	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Section 2 (Services Offered) of the Framework Agreement.

Service Description	The description of the Supplier service offering as published on the Digital Marketplace.
Service Personal Data	The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.
Spend Controls	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service
Start Date	The start date of this Call-Off Contract as set out in the Order Form.
Subcontract	Any contract or agreement or proposed agreement between the Supplier and a Subcontractor in which the Subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the G-Cloud Services or any part thereof.
Subcontractor	Any third party engaged by the Supplier under a Subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.
Supplier Representative	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.
Supplier Staff	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and Subcontractors used in the performance of its obligations under this Call-Off Contract.
Supplier Terms	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.
Term	The term of this Call-Off Contract as set out in the Order Form.
Variation	This has the meaning given to it in clause 32 (Variation process).
Working Days	Any day other than a Saturday, Sunday or public holiday in England and Wales.
Year	A contract year.

Annex 1

Statement of Works 365 Programme



Project Engagement (Fixed Price) Statement of Work

for

Office 365 Programme

Between

Department for International Development

and

Hewlett Packard Enterprise

Prepared by:

REDACTED

Cain Rd, Amen Corner

Bracknell, Berkshire, RG12 1HN

As amended by REDACTED on 31st January 2018 (clause 1.1)

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This document version replaces all previous issues.

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Proprietary Notice

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All Customer employees and their representatives shall not communicate, release or permit the communication of any information or data provided, collected or developed for the purpose of or in connection with this SOW document except, for the purpose of or in connection with the performance of this SOW. Customer shall be solely and wholly responsible for ensuring all such employees are aware of and abide this condition.

This Statement of Work (SOW) is dated 31st January 2018

BETWEEN:

- (1) Department for International Development, whose registered office is at Abercrombie House, Eaglesham Road, East Kilbride G75 8EA ("Customer"); and
- (2) Hewlett-Packard Limited (Company Number 690597), whose registered office is at Cain Road, Bracknell, Berkshire, RG12 1HN ("Hewlett Packard Enterprise" or "HPE")

BACKGROUND

- A. Customer issued an Invitation to Tender for Microsoft Office 365 Implementation Partner dated July 2017 pursuant to the Crown Commercial Service G-Cloud 9 framework RM1557ix.
- B. Hewlett Packard Enterprise submitted its response to Customer on 13th September 2017.
- C. As a result of the foregoing competitive procurement process, Customer has selected Hewlett Packard Enterprise to provide professional services in accordance with the terms and conditions agreed by the parties in the G-Cloud 9 Call-Off Contract for the implementation of Microsoft Office 365 dated on or about the date of this SOW ("Call-Off Contract").
- D. Customer wishes and Hewlett Packard Enterprise has agreed to provide the professional services in accordance with the provisions set out in this SOW, which shall form Schedule 1 of the Call-Off Contract.
- E. The Department for International Development (DFID) leads the UK's work to end extreme poverty, promote stability and contribute to the Global Goals for sustainable development. DFID wishes to implement an office productivity and collaboration solution for approximately 4,000 staff, which will be based on Microsoft Office 365. The Office 365 programme is an element of the Inspire programme to renew DFID's ICT. Implementing Office 365 is core to the DFID Technology Strategy 2017-2020, notably the 'Devices and Comms' and 'Knowledge and Collaboration' elements and applying the principles of 'Build for Security', and 'Continuous Improvement'.

The Office 365 Programme scope includes;

- Identity and access management (IAAM)
- Mobile device management (MDM)
- Collaboration and content management
- Unified communications
- Email messaging
- Security and information protection
- Change management and adoption
- Knowledge transfer

IT IS HEREBY AGREED as follows:

1 Terms and Conditions

1.1 Not Used

2 Definitions

2.1 Unless otherwise specified herein, words and expressions in this Statement of Work shall have the following meanings, as set out in Table 1 - Definitions below.

Definition	Meaning
Acceptance Criteria	means a condition or characteristic that must be present within a Deliverable during an Acceptance Test in order for the Deliverable to be accepted;
Acceptance Tests	means such testing of a Deliverable as set out in this Statement of Work to ensure that such Deliverable meets any relevant Acceptance Criteria;
Agreement	has the meaning ascribed to it as set out in section of this Statement of Work;
Change	means any modification or other change in the nature, level and/or extent of the Services, or any change to the other terms of this Statement of Work, or any change in the means or manner in which the Services are provided;
Change Control Process	has the meaning ascribed to it as set out in section 5 of this Statement of Work;
Change Request	has the meaning ascribed to it as set out in section 5 of this Statement of Work;
Charges	means the charges for the provision of the Services set out in section 9 of this Statement of Work;
Commencement Date	January 31 st 2018;
Customer Manager	The representative of the Customer who is directly responsible for liaison with HPE and the delivery by the Customer of the Customer Responsibilities.
Deliverable	means the deliverable to be provided by HPE as specified in this Statement of Work in relation to the Project. This shall not apply to other HPE and or third party products provided by HPE, which may be used in conjunction with the Services and or Deliverables;
Detailed Level Design	means a document setting out the design of the Project or component thereof at a level of detail that HPE reasonably determines is sufficient for the review and approval of work to proceed to the stage of implementation. Detailed Level Design shall be a part of the design process within the Project and the detailed level design shall typically follow in the design process after High Level Design;
Document Deliverable	means a Deliverable which is a document;
Draft Document Deliverable	has the meaning ascribed to it as set out in section 4.3 of this Statement of Work;
Due Date	means the date at which a Project Milestone is expected to be delivered by HPE as set out in section 6 of this Statement of Work;
Enterprise Project & Program Method	means HPE's formal project management methodology;
High Level Design	means a document setting out the design of a Project at a high level that is sufficient for the review and agreement of the general form and capability of the Project, but without providing detail required for implementation or build. The High Level Design will typically contain a description of the architecture of the Project concerned and the major building blocks and interfaces that make it up;

Definition	Meaning
Management Plan	A document that describes how the work defined by the Statement of Work will be delivered, controlled and governed.
MVP	Minimum Viable Product.
Project	means the Office 365 Programme;
Project Manager	means the individual responsible for the delivery of the Project and its constituent Work Packages, Services, Deliverables and Responsibilities from a HPE or Customer perspective, as set out in this Statement of Work;
RASIC	Responsible, Approving, Supporting, Informed, Consulted
Services	means the services to be provided by HPE as specified in this Statement of Work;
Work Package	means the work to be undertaken by the parties as set out in this Statement of Work;
Working Day	means Monday to Friday, or a generally acknowledged business day in the country where Services are delivered, (09.00hrs to 17.30hrs, which includes a one hour break) excluding public and national holidays, and December 27 th , 28 th , 31 st 2018.
Work Schedule	The component part of the Management Plan that covers the timing and dependencies of the delivery of the tasks and activities that make up the work.

Table 1 - Definitions

2.2 Interpretation

Headings do not affect the interpretation of this SOW. Unless the context otherwise so requires, references to:

- 2.2.1 Customer and Hewlett Packard Enterprise shall collectively be referred to in the Contract as the “parties” and singularly as a “party”;
- 2.2.2 any statute, subordinate legislation, European directive, international convention or rule or regulation made pursuant to such legislation (“Legislation”) shall be interpreted as a reference to the same as amended and in force from time to time and to any Legislation that varies, modifies or re-enacts or consolidates such Legislation;
- 2.2.3 any gender include all genders and references to the singular shall include reference to the plural and vice versa;
- 2.2.4 sub-clauses and clauses, are to sub-clauses, clauses of the Agreement and references to sections are to sections of the SOW; and
- 2.2.5 either party shall include a reference to that party’s employees, properly authorised agents and sub-contractors.

3 Scope of Work

3.1 Project Overview

This SOW describes the services and deliverables that shall be provided by HPE in relation to the Project.

- 3.1.1 The Project is made up of several Work Packages, as set out in Table 2 - Overview of Work Packages below.

Work Package	Work Package Title
WP1	WP1 – Project Initiation
WP2	WP2 – Project Management
Foundation	
WP3(a)	WP3(a) – Foundation Assessment & Design (Tenant, Network, Identity)
WP3(b)	WP3(b) – Foundation Remediation (Tenant, Network, Identity)
WP3 (c)	WP3(c) – Windows 10 Assessment
Pilot Minimum Viable Product (MVP)	
WP4(a)	WP4(a) – Pilot MVP Assessment and Technical Scoping
WP4(b)	WP4(b) – Pilot MVP Enablement and Support
Adoption & Change Management	
WP5(a)	WP5(a) – Adoption & Change Management (Change Impact Assessment)
WP5(b)	WP5(b) – Adoption & Change Management (Change Strategy & Plan)
WP5(c)	WP5(c) – Adoption & Change Management (Stakeholder Engagement & Communications Plan)
WP5(d)	WP5(d) – Adoption & Change Management (End User Engagement)
WP5(e)	WP5(e) – Adoption & Change Management (Desktop Mentor)
Assess & High Level Design (HLD)	
WP6(a)	WP6(a) – Assess & HLD (Messaging)
WP6(b)	WP6(b) – Assess & HLD (Skype for Business & Microsoft Teams)
WP6(c)	WP6(c) – Assess & HLD (SharePoint)
WP6(d)	WP6(d) – Assess & HLD (Intune)
WP6(e)	WP6(e) – Assess & HLD (OneDrive for Business)
Detailed Design & Remediation	
WP7(a)	WP7(a) – Detailed Design & Remediation (Messaging)
WP7(b)	WP7(b) – Detailed Design & Remediation (Skype for Business & Microsoft Teams)
WP7(c)	WP7(c) – Detailed Design & Remediation (SharePoint)
WP7(d)	WP7(d) – Detailed Design & Remediation (Intune)
WP7(e)	WP7(e) – Detailed Design & Remediation (OneDrive for Business)
Enable, Configure, Test	
WP8(a)	WP8(a) – Enable, Configure, Test (Messaging)
WP8(b)	WP8(b) – Enable, Configure, Test (Skype for Business & Microsoft Teams)
WP8(c)	WP8(c) – Enable, Configure, Test (SharePoint)
WP8(d)	WP8(d) – Enable, Configure, Test (Intune)
WP8(e)	WP8(e) – Enable, Configure, Test (OneDrive for Business)
WP8(f)	WP8(f) – Enable, Test additional Office 365 components

Work Package	Work Package Title
WP8(g)	WP8(g) – Enable, Configure, Test (QRadar Office 365 integration)
Velocity Migration	
WP9(a)	WP9(a) – Velocity (Messaging)
WP9(b)	WP9(b) – Velocity (Skype for Business & Microsoft Teams)
WP9(c)	WP9(c) – Velocity (SharePoint)
Service Transition	
WP10	WP10 – Knowledge Transfer
WP11	WP11 – PowerBI Usage Dashboard
WP12	WP12 – Project Closure

Table 2 - Overview of Work Packages

3.1.2 Section 3.2 of this SOW describes each of these Work Packages in more detail.

3.1.3 HPE shall provide the Services in accordance with the Working Day definition

3.2 Work Package Details

3.2.1 WP1 – Project Initiation

The purpose of this Work Package is to perform the activities necessary to initiate the work and ensure that the HPE SOW contents, and in particular the Prerequisites, Customer Responsibilities, Assumptions and Timescales, are understood by the Customer team.

The initiation will also agree operational details not specified in the SOW, seek to resolve any issues identified and collect and review any additional delivery risks that may be relevant.

Further this Work Package provides the activities to produce the baseline Management Plan and Work Schedule and ongoing controlling documents.

WP1 – Project Initiation	
Prerequisites	<p>Prior to HPE providing the Services in relation to this Work Package, the following prerequisites must be met:</p> <ul style="list-style-type: none"> • Customer Manager is in place • Signed Statement of Work • Purchase Order received
Services	<p>HPE shall:</p> <ul style="list-style-type: none"> • Meet with the Customer Manager. HPE will present for agreement proposals for kick-off meeting(s): <ul style="list-style-type: none"> ○ The agenda ○ The attendees ○ The date ○ The preparations required • HPE will present proposals for agreement for the governance of the delivery of the SOW, based upon those set out in the Assumptions, below. • Details of the operational management and control of the work will also be presented

	<p>by HPE for discussion and agreement.</p> <ul style="list-style-type: none"> • Subsequently, HPE will make its preparations for the kick-off meeting and the Customer Manager will organise their Customer Responsibilities for the date(s) and with the personnel concerned. • HPE will lead the Kick Off Meeting with the agreed resources and Stakeholders from both the Customer and HPE teams to introduce the work. The Kick Off Meeting will be in the form of a presentation of the Customer signed SOW, the aim being to ensure that all attendees are aware of: <ul style="list-style-type: none"> ○ The scope and Work Breakdown Structure ○ The Services and Deliverables to be provided by HPE, and the Acceptance process for those Deliverables ○ The Prerequisites required to progress each Work Package ○ The Work Schedule ○ The Resource Plan and Structure ○ The Customer Responsibilities and Dependencies to support the Work Schedule ○ Communications plan and Governance including: <ul style="list-style-type: none"> ○ Reporting ○ Risk and Issue Management ○ Meeting Structure ○ Change Control process ○ Acceptance Process ○ Agreement on online collaborative workspace for the project • HPE will then capture comments on the above and produce a Management Plan which will be the baseline of how the work shall be delivered and controlled. • The Management Plan will contain a Work Schedule detailing the activities by Work Package to be undertaken by HPE, where possible capturing Customer Responsibilities and associated dependencies and timeline and showing Milestones. The Management Plan and Work Schedule will be base-lined and will be the reference point for the delivery.
Customer Responsibilities	<p>In addition to the general Customer Responsibilities set out in section 8 of this SOW, Customer shall do the following, in accordance with the Management Plan and the Work Schedule, to enable HPE to provide the Services in relation to this Work Package:</p> <ul style="list-style-type: none"> • Identify suitable attendees to participate in the kick-off meeting and facilitate and ensure attendance of all attendees or their authorised delegates.
Deliverables	<p>The Deliverables of this Work Package are:</p> <ul style="list-style-type: none"> • WP1-D1 – Facilitation of the Kick Off meeting, including production of any presentation and hand-out materials agreed. • WP1-D2 – Management Plan, including the Work Schedule and the initial Risk and Issues Log.
Acceptance Criteria	<p>The acceptance of the Deliverables for this Work Package will be carried out in accordance with the processes set out in section 4 of this SOW, with the qualifications set out below:</p> <ul style="list-style-type: none"> • WP1-D1 – On delivery of the Kick-off Meeting.

	<ul style="list-style-type: none"> WP1-D2 – In accordance with Acceptance of Document Deliverables, set out in section 4.390
Assumptions	<p>In addition to the general assumptions as set out in section 8 of this SOW, HPE shall provide the Services in relation to this Work Package on the following assumptions:</p> <ul style="list-style-type: none"> The Management Plan, the Work Schedule and the delivery governance will be based directly on this SOW. HPE Project Manager will manage only those activities assigned to HPE defined in this SOW. The internal operation of the agreed governance processes will be carried out by the Customer Manager within the Customer environment. The HPE project Manager will call Project related meetings, prepare HPE briefing materials, meeting agendas and the taking and circulation of minutes and the Customer Manager will provide Customer related materials and resources as input to such meeting where required. The governance structure adopted may be specific to this SOW or may form part of a wider structure within the Customer, and HPE.
Out of Scope	<p>For the avoidance of doubt the following services in this work-package are out of scope for HPE</p> <ul style="list-style-type: none"> Not Applicable

3.2.2 WP2 – Project Management

The purpose of this work package is to deliver the project management activities throughout the programme.

WP2 – Project Management	
Prerequisites	<p>Prior to HPE providing the Services in relation to this Work Package, the following prerequisites must be met:</p> <ul style="list-style-type: none"> WP1 has completed successfully
Services	<p>HPE shall:</p> <ul style="list-style-type: none"> Provide daily Project management throughout the project life cycle. Manage the overall Project governance. Plan the overall Project and monitor the progress. Manage risks and issues using the risk and issue process defined in the Management plan Coordinate the projects dependencies. Manage and utilise HPE Project resources. Manage all the Project deliverables and agree with the Customer who is designated as reviewer, informed and approver of all documentation. Setting up tools and standards for managing the Project. Planning, tracking, and reporting on outputs and outcomes. Information and logistics management. Risk and issue tracking Cross-project interdependency management Setting quality control standards and tracking implementation

WP2 – Project Management

Customer Responsibilities	<p>In addition to the general Customer Responsibilities set out in section 8 of this SOW, Customer shall do the following, in accordance with the Project Schedule, to enable HPE to provide the Services in relation to this Work Package:</p> <ul style="list-style-type: none"> • Provide a Customer Manager, for the duration of the work as outlined in the timeline of this SOW, and specifically agreed in the Management Plan, who will take responsibility for the delivery of the Prerequisites, Customer Responsibilities and governance activities set out in this SOW, and specifically agreed in the Management Plan. • Provide responses to escalations, Change Requests and all other requests for Customer responses, including reviews and approvals, to enable the proper provision and receipt of the Services. • Participate in all operational and delivery meetings required in the delivery of the work and specifically those for review and monitoring of progress, as agreed in the Management Plan. • Provide details to HPE of any factors that may be unknown to HPE that may affect the Management Plan and the Work Schedule (for example: change freezes, other relevant Customer work programmes, agreements with third parties) to enable HPE to assess the impact of such constraints and adjust the plan, in accordance with the Change Control Process, as set out in section 5; • Identify suitable attendees to participate in all required meetings and ensure attendance of all such attendees or their authorised delegates. • Ensure that where required by the work processes and governance, and as identified in the Management Plan, suitably empowered Customer representatives are in place to make decisions on behalf of the Customer, including undertaking document reviews and where required to provide acceptance for HPE deliverables. • Management of Customer third parties and linkages between HPE work and the Customer environment
Deliverables	<p>The Deliverables of this Work Package are:</p> <ul style="list-style-type: none"> • None.
Acceptance Criteria	<p>The acceptance of the Deliverables for this Work Package will be carried out in accordance with the processes set out in section 4 of this SOW, with the qualifications set out below:</p> <ul style="list-style-type: none"> • Not applicable
Assumptions	<p>In addition to the general assumptions as set out in section 8 of this SOW, HPE shall provide the Services in relation to this Work Package on the following assumptions:</p> <ul style="list-style-type: none"> • HPE Project Manager will manage only those activities assigned to HPE defined in this SOW. • The internal operation of the agreed governance processes will be carried out by the Customer Manager within the Customer environment. The HPE Project Manager will call Project related meetings, prepare HPE briefing materials, meeting agendas and the taking and circulation of minutes and the Customer Manager will provide Customer related materials and resources as input to such meeting where required.
Out of Scope	<p>For the avoidance of doubt the following services in this work-package are out of scope for HPE</p> <ul style="list-style-type: none"> • Management and co-ordination of the activities of third party activities or

WP2 – Project Management

dependencies, where the third party has been engaged by the Customer.

3.2.3 WP3(a) – Foundation Assessment & Design (Tenant, Network, Identity)

The purpose of this work package is to assess the current DFID environment, focusing on the Office 365 tenant, the underlying network, and the identity platform (Active Directory). Once the assessment is complete, High Level Designs (HLD) will be created.

WP3(a) – Foundation Assessment & Design (Tenant, Network, Identity)

Prerequisites	Prior to HPE providing the Services in relation to this Work Package, the following prerequisites must be met: <ul style="list-style-type: none">• WP1 has commenced
Services	HPE shall: <ul style="list-style-type: none">• Undertake an Office 365 Tenant Discovery Assessment to determine the existing setup and integration of the O365 tenant services• Provide Office 365 Tenant Security Discovery Assessment• Provide Office 365 Tenant Network Assessment whereby the existing network infrastructure will be reviewed for any potential issues with Office 365.• Review Identity and Access Management solution in place at DFID to ascertain its suitability moving forward• Provide Office 365 User Access Assessment (AD Connect) – where the user synchronisation from a single AD source to the O365 Tenant will be determined.• Create the Office 365 Assessment report to include content specific to:<ul style="list-style-type: none">○ Office 365 Tenant configuration○ Office 365 Network configuration○ Office 365/Azure AD Identity and Access Management○ Office 365 Security○ Data Loss Prevention○ Data classification & labelling○ Foundation remediation activities
Customer Responsibilities	In addition to the general Customer Responsibilities set out in section 8 of this SOW, Customer shall do the following, in accordance with the Project Schedule, to enable HPE to provide the Services in relation to this Work Package: <ul style="list-style-type: none">• Provide suitable access to the Office 365 tenant admin portal• Provide suitable access to the Azure tenant portal• Provide suitable access to legacy systems to perform assessment activities• Provide access to DFID subject matter experts to provide supporting information, where required
Deliverables	The Deliverables of this Work Package are: <ul style="list-style-type: none">• WP3(a)-D01 – Office 365 Assessment Report (document)• WP3(a)-D02 – Office 365 High Level Design (document)
Acceptance Criteria	The acceptance of the Deliverables for this Work Package will be carried out in accordance with the processes set out in section 4 of this SOW, with the qualifications set out below: <ul style="list-style-type: none">• WP3(a)-D01 – In accordance with Acceptance of Document Deliverables, set out in section 4.3

WP3(a) – Foundation Assessment & Design (Tenant, Network, Identity)	
	<ul style="list-style-type: none"> WP3(a)-D02 – In accordance with Acceptance of Document Deliverables, set out in section 4.3
Assumptions	<p>In addition to the general assumptions as set out in section 8 of this SOW, HPE shall provide the Services in relation to this Work Package on the following assumptions:</p> <ul style="list-style-type: none"> DFID have relevant Office 365 E3 and EM&S E3 licences ready for use Identity and Access Management is subject to a separate design from ITSUS, and possibly an implementation of PKI renewal and a potential DFID domain uplift to Windows server 2016 in Q1 2018.
Out of Scope	<p>For the avoidance of doubt the following services in this work-package are out of scope for HPE</p> <ul style="list-style-type: none"> Any changes or remediation work Travel outside of the UK DFID wide area network

3.2.4 WP3(b) – Foundation Remediation (Tenant, Network, Identity)

The purpose of this work package is to undertake remediation activities needed to bring the core infrastructure (Tenant, Network, Identity) up to the baseline detailed in the High Level Design deliverables of WP3(a).

WP3(b) – Foundation Remediation (Tenant, Network, Identity)	
Prerequisites	<p>Prior to HPE providing the Services in relation to this Work Package, the following prerequisites must be met:</p> <ul style="list-style-type: none"> WP3(a) has completed
Services	<p>HPE shall work with DFID to perform remediation activities (maximum of 10 Working Days) identified in WP3(a), in the following areas:</p> <ul style="list-style-type: none"> Office 365 tenant configuration (including security) Network configuration <ul style="list-style-type: none"> HPE will provide guidance, but not undertake any technical network changes Identity and access management configuration <ul style="list-style-type: none"> HPE will provide guidance and technical support on Active Directory, ADFS, and Azure AD Connect remediation activities and updates to Change Log, Risk Register and Risk and Control Set for Office 365
Customer Responsibilities	<p>In addition to the general Customer Responsibilities set out in section 8 of this SOW, Customer shall do the following, in accordance with the Project Schedule, to enable HPE to provide the Services in relation to this Work Package:</p> <ul style="list-style-type: none"> Provide suitable access to the Office 365 tenant admin portal Provide suitable access to the Azure tenant portal Provide suitable access to legacy systems Task and activity management of DFID resources Provide access to DFID subject matter experts to provide supporting information, where required Creating, submitting, and managing DFID change controls
Deliverables	<p>The Deliverables of this Work Package are:</p> <ul style="list-style-type: none"> WP3(b)-D01 – Activities listed in the services section of this work package have

WP3(b) – Foundation Remediation (Tenant, Network, Identity)	
	been undertaken within the specified time period
Acceptance Criteria	The acceptance of the Deliverables for this Work Package will be carried out in accordance with the processes set out in section 4 of this SOW, with the qualifications set out below: <ul style="list-style-type: none"> WP3(b)-D01 – In accordance with Acceptance of Deliverables, set out in section 4.2
Assumptions	In addition to the general assumptions as set out in section 8 of this SOW, HPE shall provide the Services in relation to this Work Package on the following assumptions: <ul style="list-style-type: none"> DFID to be responsible for creating change controls, unless otherwise requested whereby additional effort will be quoted from HPE for resource and time for the same. DFID will provide dedicated resources to liaise / assist with implementation of remediation activities or changes to support. DFID will provide suitable technical access to the administration interfaces required to support remediation activities identified during 'Assessment'.
Out of Scope	For the avoidance of doubt the following services in this work-package are out of scope for HPE <ul style="list-style-type: none"> Updates to existing documentation Updates to asset management Updates to configuration libraries

3.2.5 WP3(c) – Windows 10 Assessment

The purpose of this work package is to undertake a 10 Working Day assessment of the DFID Windows 10 image build and rollout plans.

The assessment activity will bring the HPE team up to speed on the Windows 10 project, and will help the HPE and DFID teams to identify how the Windows 10 project will support, and impact, the Office 365 Programme.

WP3(c) – Windows 10 Assessment	
Prerequisites	Prior to HPE providing the Services in relation to this Work Package, the following prerequisites must be met: <ul style="list-style-type: none"> WP1 has commenced
Services	HPE shall provide a Windows 10 consultant for a period of 10 Working Days, to undertake an assessment of the current DFID Windows 10 project. The HPE Windows 10 Consultant will review the following key areas: <ul style="list-style-type: none"> Windows 10 image build Windows 10 deployment process Windows 10 rollout plan Create high level findings and recommendations report
Customer Responsibilities	In addition to the general Customer Responsibilities set out in section 8 of this SOW, Customer shall do the following, in accordance with the Project Schedule, to enable HPE to provide the Services in relation to this Work Package: <ul style="list-style-type: none"> Provide suitable access to the Windows 10 image and supporting infrastructure Provide suitable access to the Windows 10 high level design, low level designs and any other relevant documentation Provide access to DFID subject matter experts to provide supporting information,

WP3(c) – Windows 10 Assessment	
	where required
Deliverables	<p>The Deliverables of this Work Package are:</p> <ul style="list-style-type: none"> WP3(c)-D01 – Activities listed in the services section of this work package have been undertaken within the specified time period
Acceptance Criteria	<p>The acceptance of the Deliverables for this Work Package will be carried out in accordance with the processes set out in section 4 of this SOW, with the qualifications set out below:</p> <ul style="list-style-type: none"> WP3(c)-D01 – In accordance with Acceptance of Deliverables, set out in section 4.2
Assumptions	<p>In addition to the general assumptions as set out in section 8 of this SOW, HPE shall provide the Services in relation to this Work Package on the following assumptions:</p> <ul style="list-style-type: none"> None
Out of Scope	<p>For the avoidance of doubt the following services in this work-package are out of scope for HPE</p> <ul style="list-style-type: none"> Undertaking any technical changes

3.2.6 WP4(a) – Pilot MVP Assessment and Technical Scoping

The purpose of this work package is to assess the DFID Minimum Viable Product (or Minimum Desirable Product) for its suitability and feasibility in use with a pilot group of DFID staff (up to 400). HPE will provide guidance on this MVP and help DFID refine the design.

WP4(a) – Pilot MVP Assessment and Technical Scoping	
Prerequisites	<p>Prior to HPE providing the Services in relation to this Work Package, the following prerequisites must be met:</p> <ul style="list-style-type: none"> WP1 – Project Initiation has completed DFID to provide HPE with all Pilot MVP documentation, designs, and requirements gathering information prior to the assessment activity beginning
Services	<p>HPE shall work with DFID for a maximum 10 Working Days to:</p> <ul style="list-style-type: none"> Assess the current MVP design and requirements Assess the DFID Windows 10 rollout schedule and engineering progress, with a view to understanding the Windows 10 project impact on the Office 365 programme. Provide feedback and assist DFID with their update of the Pilot MVP design Work with DFID to update the Pilot MVP deployment schedule Create the Pilot MVP remediation activities list
Customer Responsibilities	<p>In addition to the general Customer Responsibilities set out in section 8 of this SOW, Customer shall do the following, in accordance with the Project Schedule, to enable HPE to provide the Services in relation to this Work Package:</p> <ul style="list-style-type: none"> Provide access to relevant DFID resources Provide access to relevant DFID systems Ensure all necessary software licences are in place and available

WP4(a) – Pilot MVP Assessment and Technical Scoping	
	<ul style="list-style-type: none"> Ownership of Pilot MVP documentation.
Deliverables	<p>The Deliverables of this Work Package are:</p> <ul style="list-style-type: none"> WP4(a)-D01 – Activities listed in the services section of this work package have been undertaken within the specified time period WP4(a)-D02 – Pilot MVP Remediation Activities list (document)
Acceptance Criteria	<p>The acceptance of the Deliverables for this Work Package will be carried out in accordance with the processes set out in section 4 of this SOW, with the qualifications set out below:</p> <ul style="list-style-type: none"> WP4(a)-D01 – In accordance with Acceptance of Deliverables, set out in section 4.2 WP4(a)-D02 – In accordance with Acceptance of Document Deliverables, set out in section 4.3
Assumptions	<p>In addition to the general assumptions as set out in section 8 of this SOW, HPE shall provide the Services in relation to this Work Package on the following assumptions:</p> <ul style="list-style-type: none"> Pilot MVP review scope is limited to Office 365, Intune, SfB and Windows 10 Pilot MVP will be limited to a maximum of 400 users All Pilot MVP users will be managed and configured from the UK Pilot MVP will run from March 2018 to end of April 2018 The technical remediation work necessary to deploy and support the Pilot MVP can be undertaken by DFID in the necessary timeframe. Note – this may limit the scope of the Pilot MVP, or halt it entirely. All MVP Pilot users will have a Windows 10 powered device The DFID Windows 10 project will provide a Windows 10 image, and required hardware, to support the Office 365 rollout
Out of Scope	<p>For the avoidance of doubt the following services in this work-package are out of scope for HPE</p> <ul style="list-style-type: none"> Any technical remediation activities Any technical work on the Windows 10 project

3.2.7 WP4(b) – Pilot MVP Enablement and Support

The purpose of this work package is to undertake the activities necessary to enable the Pilot MVP environment, and to then support users as they are deployed.

WP4(b) – Pilot MVP Enablement and Support	
Prerequisites	<p>Prior to HPE providing the Services in relation to this Work Package, the following prerequisites must be met:</p> <ul style="list-style-type: none"> WP1 – Project Initiation has completed WP4(a) – has completed
Services	HPE shall work with DFID to enable and support the Pilot MVP during March and April

WP4(b) – Pilot MVP Enablement and Support	
	<p>2018. HPE shall:</p> <ul style="list-style-type: none"> • Support the DFID team in undertaking the remediation activities as outlined in WP4(a)-D02. • Prepare the Office 365 environment in line with the Pilot MVP Design • Provision the necessary accounts and configuration in Intune and Office 365 for the Pilot MVP users • Enrol the Pilot MVP mobile devices into Intune, if necessary • Provide 3rd line support for the Pilot MVP users during the Pilot MVP period, limited to Office 365 and Intune • Provision the necessary Pilot MVP Yammer feedback/support groups • Provision the necessary SharePoint list for logging Pilot MVP issues raised
Customer Responsibilities	<p>In addition to the general Customer Responsibilities set out in section 8 of this SOW, Customer shall do the following, in accordance with the Project Schedule, to enable HPE to provide the Services in relation to this Work Package:</p> <ul style="list-style-type: none"> • Provide 1st and 2nd line support for Pilot MVP users • Undertake the technical remediation activities which are out of scope for the HPE team • Provide access to relevant DFID systems • Provide necessary administrative permissions • Own and manage feedback loops and lessons learned
Deliverables	<p>The Deliverables of this Work Package are:</p> <ul style="list-style-type: none"> • WP4(b)-D01 – Pilot MPV support provided during agreed timeframe
Acceptance Criteria	<p>The acceptance of the Deliverables for this Work Package will be carried out in accordance with the processes set out in section 4 of this SOW, with the qualifications set out below:</p> <ul style="list-style-type: none"> • WP4(b)-D01 – In accordance with Acceptance of Deliverables, set out in section 4.2
Assumptions	<p>In addition to the general assumptions as set out in section 8 of this SOW, HPE shall provide the Services in relation to this Work Package on the following assumptions:</p> <ul style="list-style-type: none"> • Pilot MVP will be limited to a maximum of 400 users • All Pilot MVP users will be managed and configured from the UK • Pilot MVP will run during March 2018 to end of April 2018 • The technical remediation work necessary to deploy and support the Pilot MVP can be undertaken by DFID in the necessary timeframe. Note – this may limit the scope of the Pilot MVP, or halt it entirely. • Account provisioning will not impact the DFID joiners-movers-leavers process • Changes to the DFID production Office 365 tenant will be allowed during the Pilot MVP period

WP4(b) – Pilot MVP Enablement and Support	
	<ul style="list-style-type: none"> Pilot MVP feedback loop will be provided via a combination of dedicated Yammer groups, surveys (up to 10), and a SharePoint list for managing issues raised.
Out of Scope	<p>For the avoidance of doubt the following services in this work-package are out of scope for HPE</p> <ul style="list-style-type: none"> Any data migration activities Any activity on the Windows 10 project

3.2.8 WP5(a) – Adoption & Change Management (Change Impact Assessment)

The purpose of the change impact assessment is to identify the nature of these impacts and describe the nature of the gaps between the current and the future desired state. This analysis is then used to refine the change plan to add the development and provision of interventions to address these.

WP5(a) – Adoption & Change Management (Change Impact Assessment)	
Prerequisites	<p>Prior to HPE providing the Services in relation to this Work Package, the following prerequisites must be met:</p> <ul style="list-style-type: none"> WP1 – Project Initiation has commenced DFID has identified the Executive Sponsor DFID has identified a Change project lead
Services	<p>HPE shall:</p> <ul style="list-style-type: none"> Use a three-phase approach to the performance of the change impact assessment. <ul style="list-style-type: none"> Undertake meetings with the DFID change project lead and the DFID Executive business sponsor to establish a baseline for the assessment Hold a change impact workshop with select business stakeholders to develop a view across the organisation, establishing a draft vision and map of impacts Hold interviews with business stakeholders unable to attend the workshop to complete the picture and to test the emerging vision. <p>Initial Meetings</p> <p>HPE shall hold an initial meeting with the DFID Change project lead to:</p> <ul style="list-style-type: none"> Ensure that the requirements of the undertaking of the impact assessment and strategy development are fully understood To allow the DFID Change project lead to provide an overview of the organisation, its structure and core functions, the main relationship and inter-workings between functions, and key stakeholders To develop and agree a joint plan for the performance of the Change impact assessment workshop and subsequent interviews. To agree the logistics and support for performance of the preparation activities/meetings Hold meeting with Business Change Executive Sponsor. The purpose of this meeting is to:

WP5(a) – Adoption & Change Management (Change Impact Assessment)

	<ul style="list-style-type: none"> ○ Understand the current status of the organisation with respect to the transformation ○ To take guidance on the key issues or areas of concern ○ Review desired outcomes ○ Clarify role and expectations of the Executive Sponsor. <p>Change Impact Workshop</p> <p>To support planning of the workshop HPE will meet with the HPE project team and DFID team to obtain a common view of scope and major timelines for transformation.</p> <p>Jointly with the DFID change project Lead, HPE shall identify the set of stakeholders (from IT and the business) to be engaged, and the sub-set to be directly invited to the workshop.</p> <p>A data collection tool (a Q&A spreadsheet) shall be used to gather an initial set of information and opinions from the attendees of the workshop. This information will be analysed and used to structure the sections of the workshop.</p> <p>The Change Impact Assessment Workshop will comprise of four sections:</p> <ul style="list-style-type: none"> • Understanding the Business Context - Identifying and capturing issues, requirements and desired outcomes for the project; Review current status and capture high level view of what and why changes are needed / planned. Identify any ongoing or planned activities aimed at raising the competency of part or all of the organisation. Understand the success of previous change or up-skilling activities and any constraints • Performance of a SWOT - Given the context of the change, we get the attendees to identify the strengths that can be built on, known weaknesses that need to be addressed, opportunities especially for quick wins, and define threats to success • Assessing the Gap - Expand and define the issues and gaps identified; define the nature and scale of the impact in the different business functions • Bridging the Gap-Determine the nature of the interventions (e.g. training, communications, etc.) required to deal with the gaps identified. <p>A discussion will also be held on what success looks like and appropriate measures.</p> <p>A record of the information captured during the workshop shall be issued to attendees to ensure agreement and accuracy.</p> <p>Interviews</p> <p>HPE shall hold a set of interviews and meetings (maximum of 10) post the workshop. It is likely that not all key stakeholders could attend the Change Impact Assessment workshop. Additionally, there may be specific follow-up agreed with some of the attendees or other identified parties.</p> <p>The purpose of these is to ensure the views of all areas of the business, and different user types are captured and the impacts understood.</p>
Customer Responsibilities	<p>In addition to the general Customer Responsibilities set out in section 8 of this SOW, Customer shall do the following, in accordance with the Project Schedule, to enable HPE to provide the Services in relation to this Work Package:</p> <ul style="list-style-type: none"> • Arrange meetings with the DFID change project lead and the DFID executive business sponsor to establish a baseline for the assessment. • Support planning and hosting of a Change Impact Assessment workshop. Assist in the selection of business stakeholders to develop a view across the organisation,

WP5(a) – Adoption & Change Management (Change Impact Assessment)	
	<p>establishing a draft vision and map of impacts.</p> <ul style="list-style-type: none"> Support the completion and return data collection templates.
Deliverables	<p>The Deliverables of this Work Package are:</p> <ul style="list-style-type: none"> WP5(a)-D01 – Minutes of meetings/interviews with sponsor and stakeholders (document) WP5(a)-D02 - Minutes, key findings and actions from the workshop (document)
Acceptance Criteria	<p>The acceptance of the Deliverables for this Work Package will be carried out in accordance with the processes set out in section 4 of this SOW, with the qualifications set out below:</p> <ul style="list-style-type: none"> WP5(a)-D01 – In accordance with Acceptance of Document Deliverables, set out in section 4.3 WP5(a)-D02 – In accordance with Acceptance of Document Deliverables, set out in section 4.3
Assumptions	<p>In addition to the general assumptions as set out in section 8 of this SOW, HPE shall provide the Services in relation to this Work Package on the following assumptions:</p> <ul style="list-style-type: none"> The formal part of the change impact assessment workshop shall take two (2) days, this time will be used for meetings and data collection. It is understood that the timelines for this engagement is short and as such the business context will be as directed by the DFID change lead.
Out of Scope	<p>For the avoidance of doubt the following services in this work-package are out of scope for HPE</p> <ul style="list-style-type: none"> Detailed Training Needs Analysis / Skills gap analysis.

3.2.9 WP5(b) – Adoption & Change Management (Change Strategy & Plan)

The purpose of this Work Package is to build a clear joint view of the change required to ensure the proposed transformation is a success.

WP5(b) – Adoption & Change Management (Change Strategy & Plan)	
Prerequisites	<p>Prior to HPE providing the Services in relation to this Work Package, the following prerequisites must be met:</p> <ul style="list-style-type: none"> WP5(a) has completed
Services	<p>HPE shall:</p> <ul style="list-style-type: none"> With the support of the DFID change project lead, HPE shall develop a Change Strategy and Plan. It is intended that the strategy will address the agreed scope of the project. The roadmap will document development and delivery activities aimed at supporting adoption and exploitation of the new capabilities provided by the Office 365 programme. The Change strategy shall contain the following sections: <ul style="list-style-type: none"> Vision and Strategy Stakeholder alignment Communications strategy

WP5(b) – Adoption & Change Management (Change Strategy & Plan)	
	<ul style="list-style-type: none"> ○ Project Integration – the draft change plan and timeline ○ Skills and competencies (unless specific requirements emerge in the meetings this section will only focus on new ways of working) ○ Organisation and process ○ People aspects that will need organisational and/or HR actions ○ Behaviours and Culture. • Jointly with the DFID change project lead, develop the organisation structure and roles and responsibilities for the change team (to be included in the Change Strategy deliverable). This will include: <ul style="list-style-type: none"> ○ Reviewing existing Customer capability - Existing capability that can support the change activities; Existing services and solutions that may need to be modified / changed ○ Develop the RASIC for the change team and all points of governance and communication ○ Documenting governance processes for the change function. ○ Provide a briefing to the Business Change Executive Sponsor and key stakeholders on the Change strategy and roadmap in support of the review and approval.
Customer Responsibilities	<p>In addition to the general Customer Responsibilities set out in section 8 of this SOW, Customer shall do the following, in accordance with the Project Schedule, to enable HPE to provide the Services in relation to this Work Package:</p> <ul style="list-style-type: none"> • Support the development of the Change strategy with advice and guidance from the DFID change project lead. • Support the development of the Change RASIC, including confirmation or development of governance processes.
Deliverables	<p>The Deliverables of this Work Package are:</p> <ul style="list-style-type: none"> • WP5(b)-D01 Change Strategy and plan (document)
Acceptance Criteria	<p>The acceptance of the Deliverables for this Work Package will be carried out in accordance with the processes set out in section 4 of this SOW, with the qualifications set out below:</p> <ul style="list-style-type: none"> • WP5(b)-D01 – In accordance with Acceptance of Document Deliverables, set out in section 4.3
Assumptions	<p>In addition to the general assumptions as set out in section 8 of this SOW, HPE shall provide the Services in relation to this Work Package on the following assumptions:</p> <ul style="list-style-type: none"> • The change plan will be maintained throughout project.
Out of Scope	<p>For the avoidance of doubt the following services in this work-package are out of scope for HPE</p> <ul style="list-style-type: none"> • None

3.2.10 WP5(c) – Adoption & Change Management (Stakeholder Engagement & Communications Plan)

The purpose of this work package is to ensure there is a clear plan for engaging with stakeholders.

WP5(c) – Adoption & Change Management (Stakeholder Engagement & Communications Plan)	
Prerequisites	<p>Prior to HPE providing the Services in relation to this Work Package, the following prerequisites must be met:</p> <ul style="list-style-type: none"> • Identification of potential set of stakeholders by DFID • Access to the DFID communications function in order to understand and use existing communications channels. • Access to any existing communications plan with respect to this project • Details of any regular planned corporate communications events
Services	<p>HPE shall:</p> <ul style="list-style-type: none"> • Undertake a joint assessment with the DFID change lead to determine and agree the set of stakeholders to be covered by this activity. This will result in a defined list of names, roles and contact details from across the business. • Supported by DFID, establish a clear strategic purpose for the engagement activities, e.g. the objective(s). • Develop a stakeholder plan identifying nominated staff, details of roles and responsibilities, contact details, initial assessment of interest and information needs. As part of the initial information capture and analysis we would look to capture: <ul style="list-style-type: none"> ○ Their roles and nature of the function they control ○ Their specific goals and expectations ○ Their perception of the potential change and its impact on them, and how these assumptions might affect their reactions and commitment to championing the change ○ Their initial view on what they need in the way of support, in terms of information, materials and frequency of contact • Develop and maintain a communications plan. This plan shall clearly define the responsibilities of the parties, and the role of the DFID communications functions. HPE shall: <ul style="list-style-type: none"> ○ Align with any existing communications and/or marketing campaign that has similar timescales and/or relates to the same target audiences. ○ Adopt current communications approaches and channels: • Agree with the DFID communications function: <ul style="list-style-type: none"> ○ Templates and look and feel for all types of materials ○ Approval processes and timescales for all communications channels. • Develop a communication plan, identifying specific communication types to different audiences. The plan will define: <ul style="list-style-type: none"> ○ The primary objective(s); ○ The channel(s) to be used; ○ The timeline for release; ○ Responsible parties for development and approval. • The communications plan shall identify and track the individual planned communications activities. This will provide a single coherent picture of the communications activities and timings across the project. It will also provide a tool to help ensure they don't conflict with each other or with other planned communications

WP5(c) – Adoption & Change Management (Stakeholder Engagement & Communications Plan)	
	<p>activities across other change programmes.</p> <ul style="list-style-type: none"> Plans shall also reflect the agreed dates for initial meetings/contact and agenda Agree the plan with DFID
Customer Responsibilities	<p>In addition to the general Customer Responsibilities set out in section 8 of this SOW, Customer shall do the following, in accordance with the Project Schedule, to enable HPE to provide the Services in relation to this Work Package:</p> <ul style="list-style-type: none"> Support and agree the identity to be used across the project Provide template(s) and guidance on branding and look and feel for different communication media to be used Confirm or agree approval processes and timescales for all communications channels Support the deployment of the communications through existing communication channels
Deliverables	<p>The Deliverables of this Work Package are:</p> <ul style="list-style-type: none"> WP5(c)-D01 - Stakeholder Engagement and Communications plan (document)
Acceptance Criteria	<p>The acceptance of the Deliverables for this Work Package will be carried out in accordance with the processes set out in section 4 of this SOW, with the qualifications set out below:</p> <ul style="list-style-type: none"> WP5(c)-D01 – In accordance with Acceptance of Document Deliverables, set out in section 4.3
Assumptions	<p>In addition to the general assumptions as set out in section 8 of this SOW, HPE shall provide the Services in relation to this Work Package on the following assumptions:</p> <ul style="list-style-type: none"> Business representative (stakeholders) will be limited to no more than 40.
Out of Scope	<p>For the avoidance of doubt the following services in this work-package are out of scope for HPE</p> <ul style="list-style-type: none"> None

3.2.11 WP5(d) – Adoption & Change Management (End user Engagement)

The purpose of this Work Package is to provide support to the DFID Change Management team and their change agents, during the roll-out of the Office 365 programme.

WP5(d) – Adoption & Change Management (End User Engagement)	
Prerequisites	<p>Prior to HPE providing the Services in relation to this Work Package, the following prerequisites must be met:</p> <ul style="list-style-type: none"> WP5(c) has completed Access to the DFID communications function in order to understand and use existing communications channels/plans agreed. Communications roll out plan agreed. Access to any existing communications plan with respect to this project

WP5(d) – Adoption & Change Management (End User Engagement)	
	<ul style="list-style-type: none"> Details of any regular planned corporate communications events.
Services	<p>HPE shall:</p> <ul style="list-style-type: none"> Working with DFID personnel, identify the content most suitable for specific business units. Assist in the identification of content required for end users where there are changes that impact ways of working. Provide training and guidance to the change team and associated personnel identified in change strategy (includes a maximum of 6 train the trainer sessions). Assist DFID personnel with the communications in line with the communications strategy. Provide awareness sessions to stakeholders in accordance with the stakeholder engagement plan. Provide weekly feedback to assist in continuous feedback. Operate and maintain a communications plan. This plan shall clearly define the responsibilities of the parties, and the role of the DFID communications functions. Align with any existing communications and/or marketing campaign that has similar timescales and/or relates to the same target audiences.
Customer Responsibilities	<p>In addition to the general Customer Responsibilities set out in section 8 of this SOW, Customer shall do the following, to enable HPE to provide the Services in relation to this Work Package:</p> <ul style="list-style-type: none"> Support and agree the identity to be used across the project. Identify the business unit change agents. Provide template(s) and guidance on educational content branding and look and feel for different communication media to be used. Confirm or agree approval processes and timescales for all communications channels. Support the deployment of the communications activities through the roll-out of the O365 packages existing communication channels.
Deliverables	<p>The Deliverables of this Work Package are:</p> <ul style="list-style-type: none"> WP5(d)-D01 – Provide up to 10 awareness sessions during March to August.
Acceptance Criteria	<p>The acceptance of the Deliverables for this Work Package will be carried out in accordance with the processes set out in section 4 of this SOW, with the qualifications set out below:</p> <ul style="list-style-type: none"> WP5(d)-D01 – In accordance with Acceptance of Deliverables, set out in section 4.2
Assumptions	<p>In addition to the general assumptions as set out in section 8 of this SOW, HPE shall provide the Services in relation to this Work Package on the following assumptions:</p> <ul style="list-style-type: none"> Support will be provided by the change specialist until August 2018
Out of Scope	<p>For the avoidance of doubt the following services in this work-package are out of scope for HPE</p> <ul style="list-style-type: none"> None

3.2.12 WP5(e) – Adoption and Change Management (Desktop Mentor)

The purpose of this work package is to provide end-user licenses for HPE Desktop Mentor EPSS (Electronic Performance Support System) standard content for Office 365. This content set incorporates:

- Introduction to Office 365
- SharePoint Online
- OneDrive for Business
- Online Apps (Word, Excel, PowerPoint)
- Skype for Business
- OneNote
- Yammer

WP5(e) - Adoption and Change Management (Desktop Mentor)	
Prerequisites	<p>Prior to HPE providing the Services in relation to this Work Package, the following prerequisites must be met:</p> <ul style="list-style-type: none"> • DFID will nominate at least one person to act as administrator for the Desktop Mentor tool.
Services	<p>HPE shall:</p> <ul style="list-style-type: none"> • Support the DFID administrator to brand and customise the content sets to reflect the functions enabled or disabled. • Provide guidance on use of the administration and reporting functions. <p>Access to the desktop mentor content will be via a URL. Instructions and the URL will be communicated to the DFID staff as part of the communications activities.</p> <p>Software Assurance (Evergreening)</p> <p>HPE will provide content updates to the Desktop Mentor software to reflect changes in Office 365. HPE will deliver updated Desktop Mentor software at 6 monthly intervals, according to the HPE release schedule (31st January and 31st July) for the content which DFID has licensed over the duration of the 1 year term of Software Assurance. This is expected to include Teams and the functionality available based on the current roadmap.</p> <p>HPE UKI Education Services own the Desktop Mentor roadmap and will determine the updates to be made. If HPE deem an update to be critical outside of the release schedule then an interim update would be pushed out to DFID to make this change as an exception.</p> <p>Documentation will be provided that identifies the minimum requirements for hosting and the method for loading the DM. Additional assistance will provided if required.</p>
Customer Responsibilities	<p>In addition to the general Customer Responsibilities set out in section 8 of this SOW, Customer shall do the following, in accordance with the Project Schedule, to enable HPE to provide the Services in relation to this Work Package:</p> <ul style="list-style-type: none"> • Provide a suitable customer logo, define the colour for the page banners and identify the content that requires removing/hiding against a provided spreadsheet.
Deliverables	<p>The Deliverables of this Work Package are:</p> <ul style="list-style-type: none"> • WP5(e)–D01 – Customised Desktop Mentor tool, licensed for 3,800 end users
Acceptance Criteria	<p>The acceptance of the Deliverables for this Work Package will be carried out in accordance with the processes set out in section 4 of this SOW, with the qualifications set out below:</p>

WP5(e) - Adoption and Change Management (Desktop Mentor)	
	<ul style="list-style-type: none"> WP5(e)–D01 – Customer will have 15 days to review/sign-off the Desktop Mentor content, upon formal delivered. If no feedback is received after 15 days then the customer will be deemed to have accepted the Desktop Mentor content.
Assumptions	<p>In addition to the general assumptions as set out in section 8 of this SOW, HPE shall provide the Services in relation to this Work Package on the following assumptions:</p> <ul style="list-style-type: none"> Customer is responsible for hosting Desktop Mentor in their own environment.
Out of Scope	<p>For the avoidance of doubt the following services in this work-package are out of scope for HPE</p> <ul style="list-style-type: none"> The creation of new content materials The revision of any of the content materials, other than the January and July updates

3.2.13 WP6(a) – Assess & Design (Messaging)

The purpose of this Work Package is to assess the current email infrastructure prior to determining readiness, and information gathering for the migration of mailboxes and content to Office 365 Exchange Online. This work package will also produce a Messaging High Level Design document.

WP6(a) – Assess & High Level Design (Messaging)	
Prerequisites	<p>Prior to HPE providing the Services in relation to this Work Package, the following prerequisites must be met:</p> <ul style="list-style-type: none"> WP1 – Project Initiation has completed Customer to provide existing requirements and design documentation
Services	<p>HPE shall:</p> <ul style="list-style-type: none"> Perform tool based discovery and provide a questionnaire document to be filled in by DFID SME's for the assessment of the core infrastructure including: <ul style="list-style-type: none"> Transport and mail flow Mailbox and Mail Archive metrics Current on-premises Active Directory Domain Services (AD DS) environment in support of the transition to Office 365 Mail Service Clients: client types and versions Network: Domain Name System (DNS), connectivity and routing Mailbox Migration Assessment Create Assessment report for the Office 365 Messaging including: <ul style="list-style-type: none"> List of mailboxes that cannot be migrated or need special attention List of shared mailboxes List of delegate relationships Review of existing load balancing solution Create HLD for the Office 365 Messaging environment which includes removing existing use dfid.gsx.gov.uk and dfid.gsi.gov.uk email aliases, support of SMTP relay services, future Exchange hybrid state, DLP optimization, protective marking, Exchange Online journaling,
Customer	<p>In addition to the general Customer Responsibilities set out in section 8 of this SOW,</p>

WP6(a) – Assess & High Level Design (Messaging)	
Responsibilities	<p>Customer shall do the following, in accordance with the Project Schedule, to enable HPE to provide the Services in relation to this Work Package:</p> <ul style="list-style-type: none"> • Participate in the assessment and discovery process • Provide suitable access to legacy systems • Provide access to DFID subject matter experts to provide supporting information, where required
Deliverables	<p>The Deliverables of this Work Package are:</p> <ul style="list-style-type: none"> • WP6(a)-D01 – Messaging Assessment report (document) • WP6(a)-D02 – Messaging High Level Design (document)
Acceptance Criteria	<p>The acceptance of the Deliverables for this Work Package will be carried out in accordance with the processes set out in section 4 of this SOW, with the qualifications set out below:</p> <ul style="list-style-type: none"> • WP6a-D01 – In accordance with Acceptance of Document Deliverables, set out in section 4.3 • WP6a-D02 – In accordance with Acceptance of Document Deliverables, set out in section 4.3
Assumptions	<p>In addition to the general assumptions as set out in section 8 of this SOW, HPE shall provide the Services in relation to this Work Package on the following assumptions:</p> <ul style="list-style-type: none"> • Up to 7,500 total mailboxes including up to 3,000 shared mailboxes • Mailbox source is a single Exchange 2010 Organisation located in a single data centre • Message routing designs should take into consideration the need to dropping PSN message routing in favour for secure internet for email routing to .gov.uk recipients within the next 12 months
Out of Scope	<p>For the avoidance of doubt the following services in this work-package are out of scope for HPE</p> <ul style="list-style-type: none"> • Public Folders • Blackberry Enterprise Server assessment

3.2.14 WP6(b) – Assess & High-Level Design (Skype for Business & Microsoft Teams)

The purpose of this work package is to assess the current environment prior to determining the readiness for Microsoft Skype for Business Server on-premise and Online and Teams. The assessment will list the issues, gaps and items identified and a recommended corrective action to achieve an environment that is ready for a successful implementation. Following the assessment, a Skype for Business and Microsoft Teams High Level Design will be produced. Note, there will be some overlap in the Microsoft teams HLD with the SharePoint HLD – which will be highlighted.

WP6(b) – Assess & High-Level Design (Skype for Business & Microsoft Teams)	
Prerequisites	<p>Prior to HPE providing the Services in relation to this Work Package, the following prerequisites must be met:</p> <ul style="list-style-type: none"> • WP1 – Project Initiation has completed • Customer to provide existing requirements and design documentation

WP6(b) – Assess & High-Level Design (Skype for Business & Microsoft Teams)

Services	<p>HPE shall:</p> <ul style="list-style-type: none">• Facilitate an assessment workshop with DFID. The objective of this workshop is to:<ul style="list-style-type: none">• Review and confirm the requirements for the solution• Confirm roles and responsibilities for the deployment of the solution including hardware/software procurement and, where required, any work to be completed by DFID on the existing infrastructure.• Identify the high-level deployment approach including any dependencies with existing customer operational activities.• Assign DFID personnel with responsibility for customer infrastructure.• Generate user personas, which will align to Skype for Business and Teams functionality to determine likely bandwidth overhead for service capacity• Assess existing Lync Server 2010 infrastructure for migration of service provision to Skype for Business• Define and review potential network traffic volumes and flows for each of the following Skype for Business and Teams functions: voice, video, conferencing.• Perform a basic analysis of the network environment relating to Skype for Business on-premises and Online and Teams requirements. Specifically define and review the IP addressing, DNS, DHCP, LAN, WAN, load balancer, firewall and Internet infrastructure requirements.• Perform an analysis of Active Directory and PKI (both internal and public certificates).• Perform an analysis of the existing Video conferencing infrastructure• Facilitate a post-assessment workshop to review and agree findings and communicate to DFID any identified areas of concern.• Review the O365 tenancy, existing O365 licenses, add-on plans etc. and WAN/Internet connectivity required to reach O365 datacentres.• Create a Skype for Business and Teams Assessment report.• Create a Skype for Business and Teams High Level Design setting out the following:<ul style="list-style-type: none">○ Dependent services○ Core services including:<ul style="list-style-type: none">▪ Peer-to-peer calling (Audio/Video);▪ Instant Messaging;▪ Presence;▪ Remote Access;▪ Federation;▪ Teams Guest Access;▪ Web Conferencing;▪ Audio Conferencing;▪ PowerPoint presentations;▪ Desktop/Application sharing;▪ Broadcast Meetings;
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WP6(b) – Assess & High-Level Design (Skype for Business & Microsoft Teams)	
	<ul style="list-style-type: none"> ▪ Quality of Service policy; ▪ Licensing requirements; ▪ Skype for Business Online and Teams deployment pre-requisites ▪ Network bandwidth capacity overhead
Customer Responsibilities	<p>In addition to the general Customer Responsibilities set out in section 8 of this SOW, Customer shall do the following, in accordance with the Project Schedule, to enable HPE to provide the Services in relation to this Work Package:</p> <ul style="list-style-type: none"> • Work with HPE to resolve Project related site and/or facility access issues • Provide location and types of firewalls • Provide location and type for the following: <ul style="list-style-type: none"> ○ Routers ○ Existing Network topology diagrams ○ Switch infrastructure ○ Anti-virus software type and version ○ Any existing NAT or SNAT configuration ○ Web Proxy Server • Undertake remediation activities which are highlighted within any assessment documentation • Create and issue required certificates • Assign and issue required IP addresses
Deliverables	<p>The Deliverables of this Work Package are:</p> <ul style="list-style-type: none"> • WP6(b)-D01 – Lync Server 2010, Skype for Business & Microsoft Teams Assessment report (document) • WP6(b)-D02 – Skype for Business & Microsoft Teams High Level Design (document)
Acceptance Criteria	<p>The acceptance of the Deliverables for this Work Package will be carried out in accordance with the processes set out in section 4 of this SOW, with the qualifications set out below:</p> <ul style="list-style-type: none"> • WP6(b)-D01 – In accordance with Acceptance of Document Deliverables, set out in section 4.3 • WP6(b)-D02 – In accordance with Acceptance of Document Deliverables, set out in section 4.3
Assumptions	<p>In addition to the general assumptions as set out in section 8 of this SOW, HPE shall provide the Services in relation to this Work Package on the following assumptions:</p> <ul style="list-style-type: none"> • Existing Lync infrastructure is accessible for administrative diagnosis • DMZ infrastructure exists for the deployment or design of Edge services • Public Key Infrastructure server/service is deployed for internal certificate creation • Static IP address range is available for assignment to on-premise server

WP6(b) – Assess & High-Level Design (Skype for Business & Microsoft Teams)	
	<p>infrastructure</p> <ul style="list-style-type: none"> Design will be based upon a Standard Edition topology, focused on either a permanent or interim hybrid deployment, with no high availability or disaster recovery
Out of Scope	<p>For the avoidance of doubt the following services in this work-package are out of scope for HPE</p> <ul style="list-style-type: none"> Assessment and design of Active Directory services Design of Web Proxy Service Design of VPN split tunnel for voice and video traffic Design of any Enterprise Voice or PSTN related services Design of room based conferencing solution for Polycom endpoints

3.2.15 WP6(c) – Assess & High-Level Design (SharePoint)

The purpose of this work package is to assess and understand the legacy SharePoint 2010 platform in use at DFID, and to produce a high-level design for the future SharePoint Online environment. Two SharePoint 2010 site collections are in scope for this work; inSight (which provides intranet functionality, and which includes the separate EPE Site Collection) and DFID Teams (which provides collaboration functionality). It is assumed that the new intranet solution in SharePoint Online will be delivered using the out-of-the-box SharePoint Communication site template, which will be confirmed following the WP6(c) workshops.

WP6(c) – Assess & High Level Design (SharePoint)	
Prerequisites	<p>Prior to HPE providing the Services in relation to this Work Package, the following prerequisites must be met:</p> <ul style="list-style-type: none"> WP1 – Project Initiation has completed Customer to provide existing requirements and design documentation
Services	<p>HPE shall work with the DFID SharePoint resources to:</p> <ul style="list-style-type: none"> Assess the SharePoint 2010 environment so that HPE understands the current as-is SharePoint architecture. Including: <ul style="list-style-type: none"> Information architecture Site collection and site structure Permission model Customisations, including: <ul style="list-style-type: none"> installed solution (.wsp) packages custom page layouts and master pages Use of Excel Services For permissioning, work with DFID to define the mapping rules from source to target domains, and how to process dormant/expired user accounts during the migration Assess the use of any discovered customisations, for the purpose of understanding the impact of not including these customisations in the new SharePoint Online

WP6(c) – Assess & High Level Design (SharePoint)

	<p>environment</p> <ul style="list-style-type: none"> • Assess the site request process, and supporting list/workflows • Assess the available usage analytics • Aid DFID to formulate the assessment the existing inSight pages for relevancy for migration. Experience shows that many existing intranet pages are not relevant or suitable for migration, and are better created from new in the new environment. • Up to three (3) High Level Design workshops will be scheduled and executed, led by HPE, to cover topics related to <ul style="list-style-type: none"> ○ Mapping end user client style guides to SharePoint Online for sufficient branding to ensure user adoption ○ Mapping Information Architecture to: facilitate automatic labelling where possible, branding, publication, and search ○ Definition of which site types are required to allow collaboration and search ○ Define the functional and non-functional requirements for the User Experience, including publication and consumption of the Intranet ○ Define how the Office 365 Data Loss Prevention policies will be configured • Produce written outputs and decision logs from the workshops • Produce High Level Design section(s) concerning User Experience to include the agreed User Experience decisions from the above • Using an agile based approach, engineer the configured user experience. End User representatives will be required to provide feedback using the workshop minutes and approved High Level Design, to perform user functional and experience testing during the agile review cycles <ul style="list-style-type: none"> ○ To reduce the time dependency on customer involvement during this agile process, this will be limited to three (3) development and review cycles, of up to ten (10) elapsed days each, before the final design of the component is confirmed. Confirmed design components shall be incorporated in the design of the target system ○ This will include <ul style="list-style-type: none"> ▪ The configuration settings for SharePoint colours, icons, navigation elements, and URLs ▪ The configuration of SharePoint Online search centre to support relevancy and discovery ▪ the configuration of automated deployment for SharePoint Online components • Provide a comparison which will illustrate the modern SharePoint Online user experience compared to the existing DFID SharePoint 2010 user experience – this will be included in the SharePoint Assessment report • Create the SharePoint Assessment report • Create the SharePoint High Level Design <ul style="list-style-type: none"> ○ Includes requirements captured
Customer Responsibilities	<p>In addition to the general Customer Responsibilities set out in section 8 of this SOW, Customer shall do the following, in accordance with the Project Schedule, to enable HPE to provide the Services in relation to this Work Package:</p> <ul style="list-style-type: none"> • Provide access to the SharePoint SMEs • Provide access to the Intranet (inSight) business owners

WP6(c) – Assess & High Level Design (SharePoint)	
	<ul style="list-style-type: none"> • Provide access to the SharePoint 2010 farm with administrative permissions
Deliverables	<p>The Deliverables of this Work Package are:</p> <ul style="list-style-type: none"> • WP6(c)-D01 – SharePoint Assessment report (document) • WP6(c)-D02 – SharePoint High Level Design (document)
Acceptance Criteria	<p>The acceptance of the Deliverables for this Work Package will be carried out in accordance with the processes set out in section 4 of this SOW, with the qualifications set out below:</p> <ul style="list-style-type: none"> • WP6c-D01 – In accordance with Acceptance of Document Deliverables, set out in section 4.3 • WP6c-D02 – In accordance with Acceptance of Document Deliverables, set out in section 4.3
Assumptions	<p>In addition to the general assumptions as set out in section 8 of this SOW, HPE shall provide the Services in relation to this Work Package on the following assumptions:</p> <ul style="list-style-type: none"> • Only 1 (one) on-premises SharePoint 2010 farm is in scope • Only 2 (two) site collections in the SharePoint 2010 farm are in scope <ul style="list-style-type: none"> ○ inSight Intranet <ul style="list-style-type: none"> ▪ for the purposes of aiding the evaluation, HPE assumes that there will be approximately 5,000 intranet pages that DFID will evaluate ▪ 3.1 GB content in inSight (including the EPE Site Collection) ○ Team sites <ul style="list-style-type: none"> ▪ A maximum 800 team sites are in scope for assessment ▪ 353 GB content in the team sites, plus 1TB in EPE • Max 15 spreadsheets being surfaced using Excel Services • Approximately 5,000 intranet pages (inSight) • Out-of-the-box SharePoint Online Communication sites will be used as the basis for the new intranet solution • Out-of-the-box SharePoint Online Team sites will be used as the basis for the new team collaboration solution • HPE will use an HPE test Office 365 tenant for this work package • Permissioning in SharePoint 2010 uses internal SharePoint Groups, not Active Directory Groups.
Out of Scope	<p>For the avoidance of doubt the following services in this work package are out of scope for HPE:</p> <ul style="list-style-type: none"> • DFID Connect directory application rebuild or modification • PerformancePoint services • Custom design activity to mirror the SharePoint 2010 look/feel • Any custom development of code

WP6(c) – Assess & High Level Design (SharePoint)	
	<ul style="list-style-type: none"> Any technical remediation work Any data cleansing activity HPE understands that DFID have yet to make a decision on the use of the OpenText AGA product as their go-forward EDRMS. Therefore, until this direction is set, integration with an EDRMS has not been included. When the decision on the EDRMS platform for Office 365 has been made, HPE will raise a change request to bring this into scope Implementation of, or configuration of, cloud hybrid search.

3.2.16 WP6(d) – Assess & High-Level Design (Intune)

The purpose of this work package is to assess the current mobile device management infrastructure, understand the future requirements, and produce a High Level Design for the DFID Intune configuration. Any technical remediation activities identified as necessary to support the Intune deployment, will be documented into the assessment report.

WP6(d) – Assess & High-Level Design (Intune)	
Prerequisites	<p>Prior to HPE providing the Services in relation to this Work Package, the following prerequisites must be met:</p> <ul style="list-style-type: none"> WP1 – Project Initiation has completed Customer to provide existing requirements and design documentation
Services	<p>HPE shall:</p> <ul style="list-style-type: none"> Assess the current Intune configuration Understand the DFID mobile device management requirements, which may include areas such as: <ul style="list-style-type: none"> Client device support Device enrolment Active Directory integration Security elements (e.g. remote wipe, passcode reset, etc.) DFID security and information management policy compliance Wi-Fi profiles Mobile Application Management (MAM) Conditional Access to Office 365 Conditional Access for desktop devices The Management Authority configuration and integration Create the Intune Assessment report Create the Intune High Level Design
Customer Responsibilities	<p>In addition to the general Customer Responsibilities set out in section 8 of this SOW, Customer shall do the following, in accordance with the Project Schedule, to enable HPE to provide the Services in relation to this Work Package:</p> <ul style="list-style-type: none"> Participate in Services of this work package Provide access to DFID subject matter experts to provide supporting information,

WP6(d) – Assess & High-Level Design (Intune)	
	<p>where required (e.g. security team)</p> <ul style="list-style-type: none"> • Provide access to the existing MDM design documentation
Deliverables	<p>The Deliverables of this Work Package are:</p> <ul style="list-style-type: none"> • WP6(d)-D01 – Intune Assessment report (document) • WP6(d)-D02 – Intune High Level Design (document)
Acceptance Criteria	<p>The acceptance of the Deliverables for this Work Package will be carried out in accordance with the processes set out in section 4 of this SOW, with the qualifications set out below:</p> <ul style="list-style-type: none"> • WP6(d)-D01 – In accordance with Acceptance of Document Deliverables, set out in section 4.3 • WP6(d)-D02 – In accordance with Acceptance of Document Deliverables, set out in section 4.3
Assumptions	<p>In addition to the general assumptions as set out in section 8 of this SOW, HPE shall provide the Services in relation to this Work Package on the following assumptions:</p> <ul style="list-style-type: none"> • A hybrid Intune SCCM environment will be required • Android for Work is the only mobile OS in scope
Out of Scope	<p>For the avoidance of doubt the following services in this work-package are out of scope for HPE</p> <ul style="list-style-type: none"> • Design or planning for Windows device integration • Design or planning for iOS device integration

3.2.17 WP6(e) – Assess & High Level Design (OneDrive for Business)

WP6(e) – Assess & High Level Design (OneDrive for Business)	
Prerequisites	<p>Prior to HPE providing the Services in relation to this Work Package, the following prerequisites must be met:</p> <ul style="list-style-type: none"> • WP1 – Project Initiation has completed • Customer to provide existing requirements and design documentation
Services	<p>HPE shall work with DFID to:</p> <ul style="list-style-type: none"> • Assess the new Windows 10 build, to understand the implications of deploying the OneDrive for Business next-generation sync client. • Facilitate a user requirements workshop (3 hours) to: <ul style="list-style-type: none"> ○ Understand the personal file storage requirements of the DFID employees ○ Understand the mobility requirements for personal file storage ○ Understand the security implications of providing remote and mobile access to personal files • Create the OneDrive for Business Assessment Report

WP6(e) – Assess & High Level Design (OneDrive for Business)	
	<ul style="list-style-type: none"> Create the OneDrive for Business High Level Design
Customer Responsibilities	<p>In addition to the general Customer Responsibilities set out in section 8 of this SOW, Customer shall do the following, in accordance with the Project Schedule, to enable HPE to provide the Services in relation to this Work Package:</p> <ul style="list-style-type: none"> Participate in Services of this work package Provide access to DFID subject matter experts to provide supporting information, where required (e.g. security team)
Deliverables	<p>The Deliverables of this Work Package are:</p> <ul style="list-style-type: none"> WP6(e)-D01 – OneDrive for Business Assessment report (document) WP6(e)-D02 – OneDrive for Business High Level Design (document)
Acceptance Criteria	<p>The acceptance of the Deliverables for this Work Package will be carried out in accordance with the processes set out in section 4 of this SOW, with the qualifications set out below:</p> <ul style="list-style-type: none"> WP6(e)-D01 – In accordance with Acceptance of Document Deliverables, set out in section 4.3 WP6(e)-D02 – In accordance with Acceptance of Document Deliverables, set out in section 4.3
Assumptions	<p>In addition to the general assumptions as set out in section 8 of this SOW, HPE shall provide the Services in relation to this Work Package on the following assumptions:</p> <ul style="list-style-type: none"> Microsoft OneDrive for Business Next Generation sync client will be used (not old groove.exe application) Up to 3,800 DFID users will have access to OneDrive for Business Data Loss Prevention policies will be adopted in line with the SharePoint Work Package Automatic labelling of content in line with the SharePoint Work Package Office 365 Pro Plus 2016 is the office client in scope
Out of Scope	<p>For the avoidance of doubt the following services in this work-package are out of scope for HPE</p> <ul style="list-style-type: none"> File server / shared drive assessments File migrations to OneDrive for Business Windows 7 devices

3.2.18 WP7(a) – Detailed Design & Remediation (Messaging)

The purpose of this work package is to produce the Detailed Design for Messaging, and to undertake the technical remediation activities required to configure the messaging environment – in readiness for the velocity migration phase.

WP7(a) – Detailed Design & Remediation (Messaging)	
Prerequisites	Prior to HPE providing the Services in relation to this Work Package, the following

	<p>prerequisites must be met:</p> <ul style="list-style-type: none"> • WP1 – Project Initiation has completed • WP6(a) – has completed
Services	<p>HPE shall:</p> <ul style="list-style-type: none"> • Create the Detailed Design for Office 365 Messaging covering the following areas: <ul style="list-style-type: none"> ○ Infrastructure enablement activities for Exchange Online ○ Exchange 2010 upgrade to support long term coexistence with Office 365 including load balancing requirements ○ Messaging identities for Office 365 Service ○ Auto discover and sender policy framework records ○ DKIM configuration ○ Configuration of the messaging setup to enable integrated mail flow ○ Details of the Directory Synchronisation solution for mail migration ○ Details of the configuration of the mail migration tooling ○ Relations and activities between the different parties during the migration ○ Exchange Advanced Threat Protection ○ SMTP relay configuration • Support DFID to action the remediation activities as identified in WP6(a) • Create the Detailed Design for the Office 365 Messaging Migration including mobile device migration activities • Create the Acceptance Test Plan • Implement the HPE Mail Migration Toolkit
Customer Responsibilities	<p>In addition to the general Customer Responsibilities set out in section 8 of this SOW, Customer shall do the following, in accordance with the Project Schedule, to enable HPE to provide the Services in relation to this Work Package:</p> <ul style="list-style-type: none"> • Provide access to DFID subject matter experts to provide supporting information, where required (e.g. security team) • Any infrastructure required to support the HPE Mail Migration Toolkit (client workstation, SQL instance etc.) will be provided by DFID
Deliverables	<p>The Deliverables of this Work Package are:</p> <ul style="list-style-type: none"> • WP7(a)-D01 – Office 365 Messaging Detailed Design (document) • WP7(a)-D02 – Office 365 Messaging Migration Detailed Design (document) • WP7(a)-D03 – Office 365 Messaging Acceptance Test Plan (document) • WP7(a)-D04 – Implemented the HPE Office 365 migration toolkit
Acceptance Criteria	<p>The acceptance of the Deliverables for this Work Package will be carried out in accordance with the processes set out in section 4 of this SOW, with the qualifications set out below:</p> <ul style="list-style-type: none"> • WP7(a)-D01 – In accordance with Acceptance of Document Deliverables, set out in section 4.3 • WP7(a)-D02 – In accordance with Acceptance of Document Deliverables, set out in

	<p>section 4.3</p> <ul style="list-style-type: none"> • WP7(a)-D03 – In accordance with Acceptance of Document Deliverables, set out in section 4.3 • WP7(a)-D04 – In accordance with Acceptance of Deliverables, set out in section 4.2
Assumptions	<p>In addition to the general assumptions as set out in section 8 of this SOW, HPE shall provide the Services in relation to this Work Package on the following assumptions:</p> <ul style="list-style-type: none"> • Source messaging environment is Exchange 2010 • SSO solution is based on ADFS • Exchange 2010 will need to be upgraded to support long term co-existence with Office 365
Out of Scope	<p>For the avoidance of doubt the following services in this work-package are out of scope for HPE</p> <ul style="list-style-type: none"> • Integration of Office 365 solution into additional internal or external messaging systems other than the existing DFID on-premises Exchange environment • Migration of any client-based data such as local mail, local contacts, local journals or local documents • Migration of corrupted data in mailboxes • Migration of or change to mail enabled applications unless otherwise specifically stated in this statement of work • Any email systems that are not known at the time of the writing of the proposal, will be regarded out of scope • No mailboxes can be migrated over the allowed maximum size for Office 365 • Remediation of applications or mailboxes that cannot be migrated to Office 365 is out of scope • Exchange Public Folders • Any email archives

3.2.19 WP7(b) – Detailed Design & Remediation (Skype for Business & Microsoft Teams)

The purpose of this work package is to document the detailed design of the Skype for Business and Microsoft Teams architecture and any required integration/interoperability with another infrastructure.

WP7(b) – Detailed Design & Remediation (Skype for Business & Microsoft Teams)	
Prerequisites	<p>Prior to HPE providing the Services in relation to this Work Package, the following prerequisites must be met:</p> <ul style="list-style-type: none"> • WP6(b) – Assess & High-Level Design (Skype for Business & Microsoft Teams) has completed
Services	<p>HPE shall:</p> <ul style="list-style-type: none"> • Create the Detailed Design. The detailed design shall expand upon the High-Level Design including: <ul style="list-style-type: none"> ○ Technology interface touch points ○ Skype for Business server 2015 on premise infrastructure ○ Configuration and implementation of Skype for Business Online and Teams

WP7(b) – Detailed Design & Remediation (Skype for Business & Microsoft Teams)	
	<p>services and features</p> <ul style="list-style-type: none"> ○ Audio Conferencing ○ Configuration of Skype for Business Online federation ○ Configuration of shared SIP address ○ Configuration of Teams Guest Access <ul style="list-style-type: none"> • Create the Acceptance Test Plan • Facilitate a workshop to plan the execution of the tests in the Acceptance Test Plan
Customer Responsibilities	<p>In addition to the general Customer Responsibilities set out in section 8 of this SOW, Customer shall do the following, in accordance with the Project Schedule, to enable HPE to provide the Services in relation to this Work Package:</p> <ul style="list-style-type: none"> • Review and comment on supplied documentation, in a timely fashion • Supply relevant DFID stakeholders for workshop session • Action necessary remediation activities • Determine the supplier of room based video conferencing integration for Office 365
Deliverables	<p>The Deliverables of this Work Package are:</p> <ul style="list-style-type: none"> • WP7(b)-D01 – Skype for Business & Microsoft Teams Detailed Design (document) • WP7(b)-D02 – Skype for Business & Microsoft Teams Acceptance Test Plan (document)
Acceptance Criteria	<p>The acceptance of the Deliverables for this Work Package will be carried out in accordance with the processes set out in section 4 of this SOW, with the qualifications set out below:</p> <ul style="list-style-type: none"> • WP7(b)-D01 – In accordance with Acceptance of Document Deliverables, set out in section 4.3 • WP7(b)-D02 – In accordance with Acceptance of Document Deliverables, set out in section 4.3
Assumptions	<p>In addition to the general assumptions as set out in section 8 of this SOW, HPE shall provide the Services in relation to this Work Package on the following assumptions:</p> <ul style="list-style-type: none"> • Detailed design meets previously proposed functionality aspirations; • All outstanding remediation activity is completed or is being undertaken;
Out of Scope	<p>For the avoidance of doubt the following services in this work-package are out of scope for HPE</p> <ul style="list-style-type: none"> • Design does not document room based video conferencing integration; • Design does not include network topology or infrastructure changes

3.2.20 WP7(c) – Detailed Design & Remediation (SharePoint)

The purpose of this work package is to create the SharePoint Detailed Design, and to support DFID during the remediation activities, either on the SharePoint 2010 environment, or in the Office 365 tenancy, prior to the velocity migration phase.

WP7(c) – Detailed Design & Remediation (SharePoint)	
Prerequisites	<p>Prior to HPE providing the Services in relation to this Work Package, the following prerequisites must be met:</p> <ul style="list-style-type: none"> • WP1 – Initiation has completed • WP6(c) – has completed
Services	<p>HPE shall:</p> <ul style="list-style-type: none"> • Create the Detailed Design for SharePoint covering the following areas: <ul style="list-style-type: none"> ○ Information architecture including: <ul style="list-style-type: none"> ▪ Navigation and site structures ▪ Security model ▪ Term store/term set structure ○ Intranet design and principles ○ Collaboration design and principles ○ Search design and principles ○ Data Loss Prevention (DLP) tenant configuration ○ Migration mapping from legacy SharePoint 2010 to SharePoint Online ○ URL mapping model of on-page links (this will not list every link, just the model) ○ Migration tooling requirements (HPE and 3rd party) ○ Migration tooling configuration ○ Default list and library settings • Support DFID to action the remediation activities as identified in WP6(c) • Create the SharePoint Acceptance Test Plan
Customer Responsibilities	<p>In addition to the general Customer Responsibilities set out in section 8 of this SOW, Customer shall do the following, in accordance with the Project Schedule, to enable HPE to provide the Services in relation to this Work Package:</p> <ul style="list-style-type: none"> • Provide access to DFID subject matter experts to provide supporting information, where required (e.g. SharePoint team, and Intranet team) • Action necessary remediation activities
Deliverables	<p>The Deliverables of this Work Package are:</p> <ul style="list-style-type: none"> • WP7(c)-D01 – SharePoint Detailed Design (document) • WP7(c)-D02 – SharePoint Migration Design (document) • WP7(c)-D03 – SharePoint Acceptance Test Plan (document)
Acceptance Criteria	<p>The acceptance of the Deliverables for this Work Package will be carried out in accordance with the processes set out in section 4 of this SOW, with the qualifications set out below:</p> <ul style="list-style-type: none"> • WP7(c)-D01 – In accordance with Acceptance of Document Deliverables, set out in

WP7(c) – Detailed Design & Remediation (SharePoint)	
	<p>section 4.3</p> <ul style="list-style-type: none"> • WP7(c)-D02 – In accordance with Acceptance of Document Deliverables, set out in section 4.3 • WP7(c)-D03 – In accordance with Acceptance of Document Deliverables, set out in section 4.3
Assumptions	<p>In addition to the general assumptions as set out in section 8 of this SOW, HPE shall provide the Services in relation to this Work Package on the following assumptions:</p> <ul style="list-style-type: none"> • SharePoint Online intranet page publishing will be delivered using the out-of-the-box SharePoint pages and Flow approval workflow • Look and feel design will be using Office 365 SharePoint themes • DFID will use targeted release tenant settings for SharePoint where necessary to take advantage of early innovation from Microsoft
Out of Scope	<p>For the avoidance of doubt the following services in this work-package are out of scope for HPE</p> <ul style="list-style-type: none"> • Anything that requires custom developed code (e.g. C# or JavaScript) • Planning and design of records management processes.

3.2.21 WP7(d) – Detailed Design & Remediation (Intune)

The purpose of this work package is to create the Intune Detailed Design, and to undertake any remediation activities as identified in WP6(d), prior to the velocity migration phase.

WP7(d) – Detailed Design & Remediation (Intune)	
Prerequisites	<p>Prior to HPE providing the Services in relation to this Work Package, the following prerequisites must be met:</p> <ul style="list-style-type: none"> • WP1 – Project Initiation has completed • WP6(d) – has been completed
Services	<p>HPE shall:</p> <ul style="list-style-type: none"> • Create the Detailed Design for Intune covering the following areas: <ul style="list-style-type: none"> ○ Intune administrative configuration ○ Infrastructure enablement activities for Intune ○ Active Directory Group structures required to support Intune ○ Supported devices and Device Collections ○ Compliance Policies ○ Conditional Access Policies ○ Email Profiles ○ Android for Work profile settings e.g.: <ul style="list-style-type: none"> ▪ Passwords and PIN for the profile ▪ Profile unlocking ▪ Cross profile sharing

WP7(d) – Detailed Design & Remediation (Intune)	
	<ul style="list-style-type: none"> ○ Network Profiles ○ Mobile Application Management (MAM) Policies e.g.: <ul style="list-style-type: none"> ▪ Data sharing restrictions ○ MAM Applications <ul style="list-style-type: none"> ▪ Limited to the Android Office mobile client ○ Device enrolment process and lifecycle, including device type, OS version, and ownership restrictions ○ Migration process from legacy mobile devices and legacy MDM infrastructure including BES ○ management information reports <ul style="list-style-type: none"> • Support DFID to action remediation activities as identified in WP6(d) • Create the Acceptance Test Plan • Facilitate a workshop to plan the execution of the tests in the Acceptance Test Plan
Customer Responsibilities	<p>In addition to the general Customer Responsibilities set out in section 8 of this SOW, Customer shall do the following, in accordance with the Project Schedule, to enable HPE to provide the Services in relation to this Work Package:</p> <ul style="list-style-type: none"> • Provide access to DFID subject matter experts to provide supporting information, where required (e.g. security team) • Provide access to the DFID Intune environment • Action remediation activities where it is not feasible or appropriate for HPE to do so (e.g. DNS record changes) • Access to the DFID Google account used for Android for Work enrolment • Access to Android devices for testing purposes • Access to hardware identifiers such as serial or IMEI for all DFID owned Android devices
Deliverables	<p>The Deliverables of this Work Package are:</p> <ul style="list-style-type: none"> • WP7(d)-D01 – Intune Detailed Design (document) • WP7(d)-D02 – Intune Acceptance Test Plan (document)
Acceptance Criteria	<p>The acceptance of the Deliverables for this Work Package will be carried out in accordance with the processes set out in section 4 of this SOW, with the qualifications set out below:</p> <ul style="list-style-type: none"> • WP7(d)-D01 – In accordance with Acceptance of Document Deliverables, set out in section 4.3 • WP7(d)-D02 – In accordance with Acceptance of Document Deliverables, set out in section 4.3
Assumptions	<p>In addition to the general assumptions as set out in section 8 of this SOW, HPE shall provide the Services in relation to this Work Package on the following assumptions:</p> <ul style="list-style-type: none"> • Only Android for Work devices are in scope • Only DFID corporately issued devices are in scope • HPE will remove all existing configuration and devices from the DFID Intune portal

WP7(d) – Detailed Design & Remediation (Intune)	
	during this work package
Out of Scope	<p>For the avoidance of doubt the following services in this work-package are out of scope for HPE</p> <ul style="list-style-type: none"> • Apple iOS device support • Apple macOS support • Windows 10 device support • Procurement or shipping of any hardware • Planning and design activity of migration of configuration and data from legacy Blackberry Enterprise Server environment

3.2.22 WP7(e) – Detailed Design & Remediation (OneDrive for Business)

The purpose of this work package is to create the OneDrive for Business Detailed Design, and complete any remediation activities required, prior to rollout commencing.

WP7(e) – Detailed Design & Remediation (OneDrive for Business)	
Prerequisites	<p>Prior to HPE providing the Services in relation to this Work Package, the following prerequisites must be met:</p> <ul style="list-style-type: none"> • WP1 – Project Initiation has completed • WP6(e) – has completed
Services	<p>HPE shall:</p> <ul style="list-style-type: none"> • Create the Detailed Design for OneDrive for Business covering the following areas: <ul style="list-style-type: none"> ○ Office 365 tenant OneDrive for Business administrative configuration, including security and external sharing options ○ Infrastructure enablement activities for OneDrive for Business ○ OneDrive for Business sync client deployment ○ OneDrive for Business authentication/sign in account prepopulating ○ OneDrive for Business mobile client (Android only) • Support DFID to action remediation activities as identified in WP6(e) • Create the Acceptance Test Plan
Customer Responsibilities	<p>In addition to the general Customer Responsibilities set out in section 8 of this SOW, Customer shall do the following, in accordance with the Project Schedule, to enable HPE to provide the Services in relation to this Work Package:</p> <ul style="list-style-type: none"> • Provide access to DFID subject matter experts to provide supporting information, where required (e.g. security team) • Action necessary remediation activities
Deliverables	The Deliverables of this Work Package are:

WP7(e) – Detailed Design & Remediation (OneDrive for Business)	
	<ul style="list-style-type: none"> WP7(e)-D01 – OneDrive for Business Detailed Design (document) WP7(e)-D02 – OneDrive for Business Acceptance Test Plan (document)
Acceptance Criteria	<p>The acceptance of the Deliverables for this Work Package will be carried out in accordance with the processes set out in section 4 of this SOW, with the qualifications set out below:</p> <ul style="list-style-type: none"> WP7(e)-D01 – In accordance with Acceptance of Document Deliverables, set out in section 4.3 WP7(e)-D02 – In accordance with Acceptance of Document Deliverables, set out in section 4.3
Assumptions	<p>In addition to the general assumptions as set out in section 8 of this SOW, HPE shall provide the Services in relation to this Work Package on the following assumptions:</p> <ul style="list-style-type: none"> Data Loss Prevention policies will be included as per the SharePoint work packages
Out of Scope	<p>For the avoidance of doubt the following services in this work-package are out of scope for HPE</p> <ul style="list-style-type: none"> Changes to the Windows 10 build File migrations into OneDrive for Business

3.2.23 WP8(a) – Enable, Configure, Test (Messaging)

The purpose of this work package is to enable the Office 365 Messaging environment, configure the hybrid Exchange configuration, and test for migration readiness.

WP8(a) – Enable, Configure, Test (Messaging)	
Prerequisites	<p>Prior to HPE providing the Services in relation to this Work Package, the following prerequisites must be met:</p> <ul style="list-style-type: none"> WP1 - Project Initiation has completed WP7(a) has been completed
Services	<p>HPE shall:</p> <ul style="list-style-type: none"> Configure the Office 365 Exchange Online environment in line with the HLD and Detailed Design Build the Office 365 Exchange hybrid environment in line with the HLD and Detailed Design Test the Office 365 Exchange Online and hybrid environment in line with test plan Provision Messaging identities for Office 365 Service Create auto discover and sender policy framework records DKIM configuration Configure the messaging setup to enable integrated mail flow Configure Exchange Advanced Threat Protection Create the Mailbox Migration Schedule Work with DFID to refine, agree, and lock-down the Mailbox Migration Schedule via

WP8(a) – Enable, Configure, Test (Messaging)	
	the HPE Migration Scheduling team
Customer Responsibilities	<p>In addition to the general Customer Responsibilities set out in section 8 of this SOW, Customer shall do the following, in accordance with the Project Schedule, to enable HPE to provide the Services in relation to this Work Package:</p> <ul style="list-style-type: none"> • Provide and provision any necessary hardware • Provide any necessary software licences and other supporting messaging and infrastructure components (e.g. certificates) • Support the mailbox migration schedule planning activities with HPE
Deliverables	<p>The Deliverables of this Work Package are:</p> <ul style="list-style-type: none"> • WP8(a)-D01 – Hybrid Office 365 Messaging environment configured • WP8(a)-D02 – Test report (executed acceptance test plan) • WP8(a)-D03 – Mailbox Migration Schedule (document)
Acceptance Criteria	<p>The acceptance of the Deliverables for this Work Package will be carried out in accordance with the processes set out in section 4 of this SOW, with the qualifications set out below:</p> <ul style="list-style-type: none"> • WP8(a)-D01 – In accordance with Acceptance of Deliverables, set out in section 4.2 • WP8(a)-D02 – In accordance with Acceptance of Document Deliverables, set out in section 4.3 • WP8(a)-D03 – In accordance with Acceptance of Document Deliverables, set out in section 4.3
Assumptions	<p>In addition to the general assumptions as set out in section 8 of this SOW, HPE shall provide the Services in relation to this Work Package on the following assumptions:</p> <ul style="list-style-type: none"> • Up to 7,500 total mailboxes including up to 3,000 shared mailboxes • Adequate bandwidth is available for the mailbox migrations • Mailbox migrations can take place during the Working Day • Migrated users will already be using Windows 10 and Office 2016 • Mailbox source is a single Exchange Organisation located in a single data centre
Out of Scope	<p>For the avoidance of doubt the following services in this work-package are out of scope for HPE</p> <ul style="list-style-type: none"> • Integration of Office 365 solution into additional internal or external messaging systems other than the existing DFID Exchange 2010 Mail based environment • Migration of data from sources not specified in the Detailed Design • Configuration of any client applications or devices • Support services for client application or device use • Discovery, modification, migration or testing of any Email enabled applications

3.2.24 WP8(b) – Enable, Configure, Test (Skype for Business & Microsoft Teams)

The purpose of this work package is to deploy the core Skype for Business & Microsoft Teams solution as outlined in the Detailed Design

WP8(b)i – Enable, Configure, Test (Skype for Business & Microsoft Teams)

Prerequisites	<p>Prior to HPE providing the Services in relation to this Work Package, the following prerequisites must be met:</p> <ul style="list-style-type: none"> WP7(b) – Detailed Design & Remediation (Skype for Business & Microsoft Teams)
Services	<p>HPE shall:</p> <ul style="list-style-type: none"> Define Skype for Business Server 2015 on-premise, Online and Teams topology Deploy Skype for Business Server 2015 Standard Edition server (single pool) Deploy Skype for Business Server 2015 Edge Server (single server) Configure shared SIP address space for O365/Skype for Business Online Configure and test federation for connectivity to O365/Skype for Business Online Configure Teams base installation Configure Guest Access for Teams Execute the tests from the acceptance test plan
Customer Responsibilities	<p>In addition to the general Customer Responsibilities set out in section 8 of this SOW, Customer shall do the following, in accordance with the Project Schedule, to enable HPE to provide the Services in relation to this Work Package:</p> <ul style="list-style-type: none"> Provide necessary hardware, configured operating system, and relevant licences for Skype for Business Server 2015 on-premise installation Configure reverse proxies Configure firewall access as per Detailed Design Provide suitable access to an identified working location as specified in the Detailed Design Provide 5 (five) standard build test laptops and associated Office 365 licenses; Provide 10 (ten) test user accounts Install anti-virus software and apply file exclusions as defined within the detailed design Provide third party certificates for deployment of external service provision on both the Edge server and Reverse Proxy
Deliverables	<p>The Deliverables of this Work Package are:</p> <ul style="list-style-type: none"> WP8(b)i-D01 – Test report (executed acceptance test plan)
Acceptance Criteria	<p>The acceptance of the Deliverables for this Work Package will be carried out in accordance with the processes set out in section 4 of this SOW, with the qualifications set out below:</p> <ul style="list-style-type: none"> WP8(b)i-D01 – In accordance with Acceptance of Document Deliverables, set out in section 4.3
Assumptions	<p>In addition to the general assumptions as set out in section 8 of this SOW, HPE shall provide the Services in relation to this Work Package on the following assumptions:</p> <ul style="list-style-type: none"> None
Out of Scope	<p>For the avoidance of doubt the following services in this work-package are out of scope for HPE</p> <ul style="list-style-type: none"> Installation of Archive/Monitor server role

	<ul style="list-style-type: none"> • Installation of OWA or equivalent service role for PowerPoint presentation • Deployment of Skype for Business and Teams client to workstation
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WP8(b)ii – Enable, Configure, Test (Skype for Business & Microsoft Teams)

Prerequisites	<p>Prior to HPE providing the Services in relation to this Work Package, the following prerequisites must be met:</p> <ul style="list-style-type: none"> • WP7(b) – Detailed Design & Remediation (Skype for Business & Microsoft Teams) has completed
Services	<p>HPE shall:</p> <ul style="list-style-type: none"> • Define the QoS policy • Define QoS implementation plan • Perform a test of the QoS policy • Apply QoS policy to on-premise Skype for Business Server 2015 servers
Customer Responsibilities	<p>In addition to the general Customer Responsibilities set out in section 8 of this SOW, Customer shall do the following, in accordance with the Project Schedule, to enable HPE to provide the Services in relation to this Work Package:</p> <ul style="list-style-type: none"> • DFID shall review the QoS policy and provide necessary feedback to HPE • DFID to configure relevant network equipment (switches/routers, etc.) to support QoS policy • DFID to apply client QoS policy to users
Deliverables	<p>The Deliverables of this Work Package are:</p> <ul style="list-style-type: none"> • WP8(b)ii-D01 – LAN QoS Policy Definition Document
Acceptance Criteria	<p>The acceptance of the Deliverables for this Work Package will be carried out in accordance with the processes set out in section 5 of this SOW, with the qualifications set out below:</p> <ul style="list-style-type: none"> • WP8(b)ii-D01 – In accordance with Acceptance of Document Deliverables, set out in section 4.3
Assumptions	<p>In addition to the general assumptions as set out in section 9 of this SOW, HPE shall provide the Services in relation to this Work Package on the following assumptions:</p> <ul style="list-style-type: none"> • Quality of Service definition relates only to Skype for Business Server 2015 voice and video protocols
Out of Scope	<p>For the avoidance of doubt the following services in this work-package are out of scope for HPE</p> <ul style="list-style-type: none"> • QoS configuration of network infrastructure • Implementation of Express Route (or comparable offering) for external Audio/Video Quality of Service • DSCP (Differentiated Services Code Point) tagging of QoS for Teams

WP8(b)iii – Enable, Configure, Test (Skype for Business & Microsoft Teams)

Prerequisites	Prior to HPE providing the Services in relation to this Work Package, the following
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	prerequisites must be met: <ul style="list-style-type: none"> WP7(b) – Detailed Design & Remediation (Skype for Business & Microsoft Teams) has completed
Services	HPE shall: <ul style="list-style-type: none"> Configure Office 365 Audio conferencing service as per the Detailed Design Execute the tests from the acceptance test plan relevant to Audio Conferencing service Configure Audio conferencing service using allocated Microsoft Audio Conferencing number Configure as defined by third party provider, the Office 365 tenant setup for room based conferencing deployment
Customer Responsibilities	In addition to the general Customer Responsibilities set out in section 8 of this SOW, Customer shall do the following, in accordance with the Project Schedule, to enable HPE to provide the Services in relation to this Work Package: <ul style="list-style-type: none"> Review the available Conferencing Policies allowing HPE to grant the user the policy that aligns with their persona and use cases
Deliverables	The Deliverables of this Work Package are: <ul style="list-style-type: none"> WP8(b)iii-D01 – Test report (executed acceptance test plan)
Acceptance Criteria	The acceptance of the Deliverables for this Work Package will be carried out in accordance with the processes set out in section 4 of this SOW, with the qualifications set out below: <ul style="list-style-type: none"> WP8(b)iii-D01 – In accordance with Acceptance of Document Deliverables, set out in section 4.3
Assumptions	In addition to the general assumptions as set out in section 8 of this SOW, HPE shall provide the Services in relation to this Work Package on the following assumptions: <ul style="list-style-type: none"> Audio Conferencing service to be assigned an allocated Microsoft dial-in number Conferencing numbers and PINs will be assigned, by default, to users in accordance with the Default Number that has been selected for the tenant and PINs are randomly generated based on the PIN length
Out of Scope	For the avoidance of doubt the following services in this work-package are out of scope for HPE <ul style="list-style-type: none"> Configuration of existing on-premise ISDN or SIP telephony routing for Conference service Connectivity to external third-party provision of conferencing, other than Microsoft Office 365 service

3.2.25 WP8(c) – Enable, Configure, Test (SharePoint)

The purpose of this work package is to enable the new SharePoint Online environment, configure in line with the SharePoint Detailed Design, and to test that configuration against the Acceptance Test Plan, in readiness for the velocity migration.

WP8(c) – Enable, Configure, Test (SharePoint)	
Prerequisites	Prior to HPE providing the Services in relation to this Work Package, the following prerequisites must be met:

WP8(c) – Enable, Configure, Test (SharePoint)	
	<ul style="list-style-type: none"> WP7(c) has been completed
Services	<p>HPE shall perform the following activities:</p> <ul style="list-style-type: none"> Configure the SharePoint Online environment in line with the SharePoint Detailed Design Provisioning of SharePoint site collections (maximum 800) to support the migrated content from SharePoint 2010 sites where necessary, as per the Detailed Design Create the SharePoint Migration Schedule Work with DFID to refine, agree, and lock-down, the SharePoint Migration Schedule Implement and configure the migration tooling Review the DFID User Acceptance Test (UAT) plan HPE will witness and support a number of the early DFID UAT executions, to ensure that HPE has clarity on the execution and feedback methods being used by DFID in their testing (up to 5 Working Days) Test (in line with acceptance test plan) that the SharePoint Online environment has been set up correctly, including the Search Centre, and mobile access through the Microsoft SharePoint app
Customer Responsibilities	<p>In addition to the general Customer Responsibilities set out in section 8 of this SOW, Customer shall do the following, in accordance with the Project Schedule, to enable HPE to provide the Services in relation to this Work Package:</p> <ul style="list-style-type: none"> Provide and provision any necessary hardware for the migration tooling (details will be provided during this work package) Provide any necessary software licences Support the SharePoint migration schedule planning activities with HPE Undertake any user permission remediation work on sites to be migrated to SharePoint Online (e.g. site owners) Create DFID User Acceptance Test plan (UAT) Undertake the DFID UAT Provide a set of representative test data
Deliverables	<p>The Deliverables of this Work Package are:</p> <ul style="list-style-type: none"> WP8(c)-D01 – SharePoint Online environment configured WP8(c)-D02 – Test report (executed acceptance test plan) WP8(c)-D03 – SharePoint Migration Schedule (document)
Acceptance Criteria	<p>The acceptance of the Deliverables for this Work Package will be carried out in accordance with the processes set out in section 4 of this SOW, with the qualifications set out below:</p> <ul style="list-style-type: none"> WP8(c)-D01 – In accordance with Acceptance of Deliverables, set out in section 4.2 WP8(c)-D02 – In accordance with Acceptance of Document Deliverables, set out in section 4.3 WP8(c)-D03 – In accordance with Acceptance of Document Deliverables, set out in section 4.3

WP8(c) – Enable, Configure, Test (SharePoint)	
Assumptions	<p>In addition to the general assumptions as set out in section 8 of this SOW, HPE shall provide the Services in relation to this Work Package on the following assumptions:</p> <ul style="list-style-type: none"> • Only out-of-the-box standard SharePoint sites and templates will be used (Team and Communication) • Out-of-the-box permission model will be used • All users will be configured in Azure AD prior to the migration of SharePoint sites • There will be no DFID users accessing SharePoint Online using @onmicrosoft.com accounts • Mapping of user names and domains from old to new is tested and documented • Pre-production environment (for testing purposes) will provided in the production tenancy, using standalone site collections
Out of Scope	<p>For the avoidance of doubt the following services in this work-package are out of scope for HPE:</p> <ul style="list-style-type: none"> • Any custom SharePoint development (code) • Procurement of any 3rd party SharePoint add-ons or apps • Implementation of any 3rd party SharePoint add-ons or apps • Migration of any live data (i.e. no Testing on Live Data)

3.2.26 WP8(d) – Enable, Configure, Test (Intune)

WP8(d) – Enable, Configure, Test (Intune)	
Prerequisites	<p>Prior to HPE providing the Services in relation to this Work Package, the following prerequisites must be met:</p> <ul style="list-style-type: none"> • WP1 – Project Initiation has completed • WP7(d) – has completed
Services	<p>HPE shall work with DFID to:</p> <ul style="list-style-type: none"> • Configure the DFID Intune environment, based on the Intune Detailed Design completed in WP7(d) including import of DFID Android for Work device IDs ready for enrolment • Test the Intune environment
Customer Responsibilities	<p>In addition to the general Customer Responsibilities set out in section 8 of this SOW, Customer shall do the following, in accordance with the Project Schedule, to enable HPE to provide the Services in relation to this Work Package:</p> <ul style="list-style-type: none"> • Provide access to DFID subject matter experts • Provide relevant access to DFID infrastructure • Provide relevant access to DFID Intune tenant • Provide relevant access to DFID Azure AD • Provide necessary hardware for testing • Provide DFID Android for Work device IDs in a CSV file

WP8(d) – Enable, Configure, Test (Intune)	
Deliverables	<p>The Deliverables of this Work Package are:</p> <ul style="list-style-type: none"> • WP8(d)-D01 – Intune configured as per Detailed Design • WP8(d)-D02 – Test report (executed acceptance test plan)
Acceptance Criteria	<p>The acceptance of the Deliverables for this Work Package will be carried out in accordance with the processes set out in section 4 of this SOW, with the qualifications set out below:</p> <ul style="list-style-type: none"> • WP8(d)-D01 – In accordance with Acceptance of Deliverables, set out in section 4.2 • WP8(d)-D02 – In accordance with Acceptance of Deliverables, set out in section 4.3
Assumptions	<p>In addition to the general assumptions as set out in section 8 of this SOW, HPE shall provide the Services in relation to this Work Package on the following assumptions:</p> <ul style="list-style-type: none"> • Up to 5 Android for Work devices will be available for testing • Import up to 100 DFID Android device ID's ready for enrolment
Out of Scope	<p>For the avoidance of doubt the following services in this work-package are out of scope for HPE</p> <ul style="list-style-type: none"> • Testing with any devices not specified in the Intune Detailed Design • Device allocation to users • Procurement or shipping of any hardware

3.2.27 WP8(e) – Enable, Configure, Test (OneDrive for Business)

The purpose of this work package is to enable and configure the OneDrive for Business environment in the DFID tenant, in line with the Detailed Design, and to test against the test plan.

WP8(e) – Enable, Configure, Test (OneDrive for Business)	
Prerequisites	<p>Prior to HPE providing the Services in relation to this Work Package, the following prerequisites must be met:</p> <ul style="list-style-type: none"> • WP1 – Project Initiation has completed • WP7(e) – has completed
Services	<p>HPE shall work with DFID to:</p> <ul style="list-style-type: none"> • Configure the DFID OneDrive for Business tenant environment, based on the Detailed Design completed in WP7(e) • Review the DFID User Acceptance Test (UAT) plan • HPE will witness and support a number of the early DFID UAT executions, to ensure that HPE has clarity on the execution and feedback methods being used by DFID in their testing (up to 5 Working Days) • Test (in line with acceptance test plan) that the OneDrive for Business Migration environment has been set up correctly, including the Data Loss Prevention, and mobile access through the Microsoft OneDrive app
Customer	<p>In addition to the general Customer Responsibilities set out in section 8 of this SOW,</p>

WP8(e) – Enable, Configure, Test (OneDrive for Business)	
Responsibilities	<p>Customer shall do the following, in accordance with the Project Schedule, to enable HPE to provide the Services in relation to this Work Package:</p> <ul style="list-style-type: none"> • Provide access to DFID subject matter experts • Provide relevant access to DFID infrastructure • Provide relevant access to DFID Office 365 tenant • Provide relevant access to DFID Azure AD • Provide laptop for testing purposes running DFID Windows 10 build
Deliverables	<p>The Deliverables of this Work Package are:</p> <ul style="list-style-type: none"> • WP8(e)-D01 – OneDrive for Business configured • WP8(e)-D02 - Test report (executed acceptance test plan)
Acceptance Criteria	<p>The acceptance of the Deliverables for this Work Package will be carried out in accordance with the processes set out in section 4 of this SOW, with the qualifications set out below:</p> <ul style="list-style-type: none"> • WP8(e)-D01 – In accordance with Acceptance of Deliverables, set out in section 4.2 • WP8(e)-D02 – In accordance with Acceptance of Document Deliverables, set out in section 4.3
Assumptions	<p>In addition to the general assumptions as set out in section 8 of this SOW, HPE shall provide the Services in relation to this Work Package on the following assumptions:</p> <ul style="list-style-type: none"> • Office 365 Pro Plus 2016 will be available, licensed, and configured on the Windows 10 devices for testing – including the OneDrive for Business Sync Client
Out of Scope	<p>For the avoidance of doubt the following services in this work-package are out of scope for HPE</p> <ul style="list-style-type: none"> • Changes to the Windows 10 build • Change to the Office 365 Pro Plus client • Migration of any data

3.2.28 WP8(f) – Enable and test additional Office 365 components

The purpose of this work package is to enable a set of Office 365 components.

WP8(f) – Enable and test additional Office 365 components	
Prerequisites	<p>Prior to HPE providing the Services in relation to this Work Package, the following prerequisites must be met:</p> <ul style="list-style-type: none"> • WP1 – Project Initiation has completed
Services	<p>HPE shall work with DFID to enable the following Office 365 components:</p> <ul style="list-style-type: none"> • Stream (Video) • Delve (Office Graph)

WP8(f) – Enable and test additional Office 365 components	
	<ul style="list-style-type: none"> • PowerApps • Flow • Sway • Forms <p>HPE shall demonstrate the components have been enabled successfully by:</p> <ul style="list-style-type: none"> • Uploading a sample video and playing through Stream (using the Edge browser on a DFID Windows 10 machine) • Browsing to the Delve web page and confirming Delve displays content (using the Edge browser on a DFID Windows 10 machine) • Browsing to the PowerApps admin web page and confirming the PowerApps admin web page loads (using the Edge browser on a DFID Windows 10 machine) • Browsing to the Flow admin web page and confirming the Flow admin web page loads (using the Edge browser on a DFID Windows 10 machine) • Creating a simple demonstration Sway, and then browsing to it (using the Edge browser on a DFID Windows 10 machine) • Creating a simple demonstration Form, and then browsing to it (using the Edge browser on a DFID Windows 10 machine)
Customer Responsibilities	<p>In addition to the general Customer Responsibilities set out in section 8 of this SOW, Customer shall do the following, in accordance with the Project Schedule, to enable HPE to provide the Services in relation to this Work Package:</p> <ul style="list-style-type: none"> • Provide access to the DFID Office 365 tenant, with administration rights
Deliverables	<p>The Deliverables of this Work Package are:</p> <ul style="list-style-type: none"> • WP8(f)-D01 – All demonstrations completed as described in the services section of this Work Package
Acceptance Criteria	<p>The acceptance of the Deliverables for this Work Package will be carried out in accordance with the processes set out in section 4 of this SOW, with the qualifications set out below:</p> <ul style="list-style-type: none"> • WP8(f)-D01 – In accordance with Acceptance of Deliverables, set out in section 4.2
Assumptions	<p>In addition to the general assumptions as set out in section 8 of this SOW, HPE shall provide the Services in relation to this Work Package on the following assumptions:</p> <ul style="list-style-type: none"> • None
Out of Scope	<p>For the avoidance of doubt the following services in this work-package are out of scope for HPE</p> <ul style="list-style-type: none"> • Yammer (HPE believe this is already configured) • Dynamics 365 • Any business process analysis • Creation of any digital assets (e.g. Sways or Forms) unless specified in this

WP8(f) – Enable and test additional Office 365 components	
	document

3.2.29 WP8(g) – Enable, Configure, Test (QRadar Office 365 integration)

The purpose of this work package is to configure the IBM QRadar environment to connect with the DFID Office 365 tenancy, for the purpose of gathering Exchange Online diagnostics.

WP8(g) – Enable, Configure, Test (QRadar Office 365 integration)	
Prerequisites	<p>Prior to HPE providing the Services in relation to this Work Package, the following prerequisites must be met:</p> <ul style="list-style-type: none"> • WP1 – Project Initiation has completed
Services	<p>HPE shall work with DFID to:</p> <ul style="list-style-type: none"> • Define QRadar integration prerequisites • Register the application in the DFID Azure Active Directory tenant • Configure the application in the DFID Azure Active Directory tenant • Work with DFID to add Office 365 as a log source into the QRadar console
Customer Responsibilities	<p>In addition to the general Customer Responsibilities set out in section 8 of this SOW, Customer shall do the following, in accordance with the Project Schedule, to enable HPE to provide the Services in relation to this Work Package:</p> <ul style="list-style-type: none"> • Provide access to DFID subject matter experts to provide supporting information, where required (e.g. QRadar team) • Provide relevant access to DFID infrastructure • Provide relevant access to DFID Azure AD • Provide all necessary licensing • Undertake the QRadar remediation activities (e.g. updates) • Ensure network & firewall configuration is in line with IBM QRadar guidelines
Deliverables	<p>The Deliverables of this Work Package are:</p> <ul style="list-style-type: none"> • WP8(g)-D01 – DFID Office 365 environment is configured as per the IBM default configuration guidelines
Acceptance Criteria	<p>The acceptance of the Deliverables for this Work Package will be carried out in accordance with the processes set out in section 4 of this SOW, with the qualifications set out below:</p> <ul style="list-style-type: none"> • WP8(g)-D01 – In accordance with Acceptance of Deliverables, set out in section 4.2
Assumptions	<p>In addition to the general assumptions as set out in section 8 of this SOW, HPE shall provide the Services in relation to this Work Package on the following assumptions:</p> <ul style="list-style-type: none"> • Only 1 (one) QRadar integration will be required • DFID will undertake remediation work necessary on the network, firewalls, hardware,

WP8(g) – Enable, Configure, Test (QRadar Office 365 integration)	
	server platform, and any other support infrastructure as required
Out of Scope	<p>For the avoidance of doubt the following services in this work-package are out of scope for HPE</p> <ul style="list-style-type: none"> • Designing or creating reports • Sourcing or installation of hardware • Sourcing or installation of licences • Training or upskilling

3.2.30 WP9(a) Velocity (Messaging)

The purpose of this work package is to perform the velocity mailbox migrations into Office 365.

WP9(a) – Messaging Velocity Migrations	
Prerequisites	<p>Prior to HPE providing the Services in relation to this Work Package, the following prerequisites must be met:</p> <ul style="list-style-type: none"> • WP8(a) has been completed
Services	<p>HPE shall</p> <ul style="list-style-type: none"> • Migrate the remaining Exchange 2010 mailbox content in agreed and planned batches (including Exchange archived mail content) following the defined migration process. • HPE will migrate up to 7,500 total mailboxes including up to 3,000 shared mailboxes • Continue to update migration schedule for velocity migrations (including migration communications) • Provide migration support for users for migration related issues for 10 Working Days post migration
Customer Responsibilities	<p>In addition to the general Customer Responsibilities set out in section 8 of this SOW, Customer shall do the following, in accordance with the Project Schedule, to enable HPE to provide the Services in relation to this Work Package:</p> <ul style="list-style-type: none"> • Take part in daily Go/No-go scheduling calls to confirm the next batch of mailbox migrations • Deploy the required email client to users before the time of migration • Provide mailboxes for migration as per the agreed migration schedule
Deliverables	<p>The Deliverables of this Work Package are:</p> <ul style="list-style-type: none"> • WP9(a)-D01 – All in scope mailboxes are migrated
Acceptance Criteria	<p>The acceptance of the Deliverables for this Work Package will be carried out in accordance with the processes set out in section 4 of this SOW, with the qualifications set out below:</p> <ul style="list-style-type: none"> • WP9(a)-D01 – In accordance with Acceptance of Deliverables, set out in section 4.2
Assumptions	<p>In addition to the general assumptions as set out in section 8 of this SOW, HPE shall provide</p>

WP9(a) – Messaging Velocity Migrations	
	<p>the Services in relation to this Work Package on the following assumptions:</p> <ul style="list-style-type: none"> • Mailbox migrations (end user cut over) will take place during the Working Day (excluding Friday), to ensure end user support is available post migration • Data Synchronisation can take place 24x7 • Suitable bandwidth is available to accommodate network traffic between DFID and the O365 platform, during the migration and afterwards • User devices will be made available to be able to perform the migrations • Migration issues will be handled on a fix-forward principle, and not rolled-back – where feasible and appropriate
Out of Scope	<p>For the avoidance of doubt the following services in this work-package are out of scope for HPE</p> <ul style="list-style-type: none"> • Migration of mailboxes outside of the agreed Velocity Migration schedules • Migration of content stored in 3rd party archives • Public Folder migrations

3.2.31 WP9(b) – Velocity (Skype for Business & Microsoft Teams)

The purpose of this work package is to migrate the entire user estate to Skype for Business (on-premises and online).

WP9(b) – Velocity (Skype for Business & Microsoft Teams)	
Prerequisites	<p>Prior to HPE providing the Services in relation to this Work Package, the following prerequisites must be met:</p> <ul style="list-style-type: none"> • WP8(b) has completed
Services	<p>HPE shall:</p> <ul style="list-style-type: none"> • HPE shall develop and document a batch migration script and associated batch migration process • HPE shall test the batch migration script • HPE shall work with DFID administrators to schedule the migration of users • HPE shall migrate users according to the previously created schedule in batches • HPE shall perform remediation of any accounts not successfully migrated
Customer Responsibilities	<p>In addition to the general Customer Responsibilities set out in section 8 of this SOW, Customer shall do the following, in accordance with the Project Schedule, to enable HPE to provide</p> <ul style="list-style-type: none"> • Provide access to relevant systems and associated accounts/personnel to HPE as required to complete the Acceptance Test Plan • Provide input to the batch migration script testing activity
Deliverables	<p>The Deliverables of this Work Package are:</p> <ul style="list-style-type: none"> • WP9(b)-D01 – Documented migration process • WP9(b)-D02 – Batch migration script (tested and agreed)

WP9(b) – Velocity (Skype for Business & Microsoft Teams)	
	<ul style="list-style-type: none"> WP9(b)-D03 – Users in scope migrated
Acceptance Criteria	<p>The acceptance of the Deliverables for this Work Package will be carried out in accordance with the processes set out in section 4 of this SOW, with the qualifications set out below:</p> <ul style="list-style-type: none"> WP9(b)-D01 – In accordance with Acceptance of Document Deliverables, set out in section 4.3 WP9(b)-D02 – In accordance with Acceptance of Deliverables, set out in section 4.2 WP9(b)-D03 – In accordance with Acceptance of Deliverables, set out in section 4.2
Assumptions	<p>In addition to the general assumptions as set out in section 8 of this SOW, HPE shall provide the Services in relation to this Work Package on the following assumptions:</p> <ul style="list-style-type: none"> All users being migrated are members of the existing Lync Server 2010 infrastructure
Out of Scope	<p>For the avoidance of doubt the following services in this work-package are out of scope for HPE:</p> <ul style="list-style-type: none"> Testing of external infrastructure elements (such as network infrastructure) which are not defined or provisioned by HPE as part of this project delivery

3.2.32 WP9(c) – Velocity (SharePoint)

The purpose of this work package is to migrate the agreed legacy data corpus from the DFID SharePoint 2010 environment (on-premises) into SharePoint Online. It will create all the necessary SharePoint site collections and sites.

WP9(c) – Velocity (SharePoint)	
Prerequisites	<p>Prior to HPE providing the Services in relation to this Work Package, the following prerequisites must be met:</p> <ul style="list-style-type: none"> WP8(c) has completed
Services	<p>HPE shall:</p> <ul style="list-style-type: none"> HPE shall use the HPE Collaboration Migration Scheduler to create the SharePoint Migration Plan <ul style="list-style-type: none"> The HPE scheduling tool takes as input migration windows, migration item sizes, bandwidth and throttling restrictions, required window leeway, and migration items fixed for particular windows, and calculates the most efficient order in which to move. This can be confirmed by DFID as the initial plan, which will be validated during the migration itself. <ul style="list-style-type: none"> HPE and DFID will agree the tolerance within the migration windows to allow for potential rescheduling, re-migration, or other activities It is assumed that this schedule may have to be reworked during the migration to support changing business priorities and events, however this needs to be balanced against the confusion in the user community caused by continuing communications, and the challenge to the programme end date For each migration event <ul style="list-style-type: none"> Pre-migration site collections check point – ensuring the owners of the scheduled information are aware of migration, and all pre-migrate tasks have been completed. Ensuring migration jobs are configured and align with the information in the Window. Background migration will commence for the selected sources to allow for full migration prior to the cut-over date, balancing out the

WP9(c) – Velocity (SharePoint)	
	<p>potential delta and the source and target migration limitations. The delta migrations will be scheduled to cut over the information within the selected migration window</p> <ul style="list-style-type: none"> ○ Schedule migration jobs for the event. ○ Post migration, the DFID information owner will ensure that the information has been migrated correctly, within an agreed timescale. Once confirmed that the migration was successful, HPE will mark that migration instance as complete.
Customer Responsibilities	<p>In addition to the general Customer Responsibilities set out in section 8 of this SOW, Customer shall do the following, in accordance with the Project Schedule, to enable HPE to provide</p> <ul style="list-style-type: none"> • DFID will review and agree the migration schedule, and communicate this schedule to their users at the earliest opportunity • Ensure that DFID users are informed of the migration schedule, and have prepared and are ready for the migration. • DFID will confirm within 3 Working Days of a site being migrated, that the migration has completed successfully. • Users accessing SharePoint Online will have a desktop environment that is compatible with Office 365 including a compatible browser and version of Microsoft Office.
Deliverables	<p>The Deliverables of this Work Package are:</p> <ul style="list-style-type: none"> • WP9(c)-D01 – Documented migration process (document) • WP9(c)-D02 – Post migration validation report (document) • WP9(c)-D03 – In scope content migrated
Acceptance Criteria	<p>The acceptance of the Deliverables for this Work Package will be carried out in accordance with the processes set out in section 4 of this SOW, with the qualifications set out below:</p> <ul style="list-style-type: none"> • WP9(c)-D01 – In accordance with Acceptance of Document Deliverables, set out in section 4.3 • WP9(c)-D02 – In accordance with Acceptance of Document Deliverables, set out in section 4.3 • WP9(c)-D03 – In accordance with Acceptance of Deliverables, set out in section 4.2
Assumptions	<p>In addition to the general assumptions as set out in section 8 of this SOW, HPE shall provide the Services in relation to this Work Package on the following assumptions:</p> <ul style="list-style-type: none"> • Migration of live data will take place during the Working Day • Administration and maintenance activities on the source environment will not impact the agreed Migration Schedule
Out of Scope	<p>For the avoidance of doubt the following services in this work-package are out of scope for HPE:</p> <ul style="list-style-type: none"> • Testing of external infrastructure elements (such as network infrastructure) which are not defined or provisioned by HPE as part of this project delivery • Migration of data from any source not specified in this document • Migration of files not supported in SharePoint Online • Rediscovery activities on SharePoint 2010

3.2.33 WP10 – Knowledge Transfer

The purpose of this work package is to undertake the knowledge transfer activities for each of the key solution areas covered in this Project. Each activity is time-boxed to provide a focused and dedicated period of information sharing and knowledge transfer to DFID staff.

WP10 – Knowledge Transfer	
Prerequisites	<p>Prior to HPE providing the Services in relation to this Work Package, the following prerequisites must be met:</p> <ul style="list-style-type: none"> • None
Services	<p>HPE shall:</p> <ul style="list-style-type: none"> • Work with the DFID project team to organise the knowledge transfer activities, and align the necessary resources to each workstream • Provide an Office 365 consultant for a period of 10 Working Days; to undertake knowledge transfer activities with the DFID team • Provide an Identity and Access Management consultant for a period of 10 Working Days; to undertake knowledge transfer activities with the DFID team • Provide an Office 365 Messaging consultant for a period of 10 Working Days; to undertake knowledge transfer activities with the DFID team • Provide a Unified Communications consultant for a period of 10 Working Days; to undertake knowledge transfer activities with the DFID team • Provide a SharePoint consultant for a period of 10 Working Days; to undertake knowledge transfer activities with the DFID team • Provide an Intune consultant for a period of 5 Working Days; to undertake knowledge transfer activities with the DFID team • Provide a Power BI consultant for a period of 1 Working Day; to undertake knowledge transfer activities with the DFID team
Customer Responsibilities	<p>In addition to the general Customer Responsibilities set out in section 8 of this SOW, Customer shall do the following, in accordance with the Project Schedule, to enable HPE to provide</p> <ul style="list-style-type: none"> • Support the HPE team in organising the knowledge transfer activities • Ensure the identified key DFID staff are available for the knowledge transfer activities
Deliverables	<p>The Deliverables of this Work Package are:</p> <ul style="list-style-type: none"> • WP10-D01 – Activities listed in the services section of this work package have been undertaken within the specified time period
Acceptance Criteria	<p>The acceptance of the Deliverables for this Work Package will be carried out in accordance with the processes set out in section 4 of this SOW, with the qualifications set out below:</p> <ul style="list-style-type: none"> • WP10-D01 – In accordance with Acceptance of Deliverables, set out in section 4.2
Assumptions	<p>In addition to the general assumptions as set out in section 8 of this SOW, HPE shall provide the Services in relation to this Work Package on the following assumptions:</p> <ul style="list-style-type: none"> • None
Out of Scope	<p>For the avoidance of doubt the following services in this work-package are out of scope for HPE:</p>

WP10 – Knowledge Transfer	
	<ul style="list-style-type: none"> • Training activities

3.2.34 WP11 – Office 365 Adoption Reporting

The purpose of this work package is to work with DFID to enable and customise the Office 365 Adoption Content Pack for Power Bi. This activity will be time-boxed as the DFID requirements at this stage are unknown.

WP11 – Office 365 Adoption Reporting	
Prerequisites	<p>Prior to HPE providing the Services in relation to this Work Package, the following prerequisites must be met:</p> <ul style="list-style-type: none"> • DFID Office 365 tenancy in place • DFID Power BI enabled and configured • Relevant administrative accounts and permissions have been setup
Services	<p>HPE shall provide a Power BI consultant for a period of 15 continuous Working Days who will work to:</p> <ul style="list-style-type: none"> • Enable the Office 365 Adoption Content Pack for Power BI • Understand DFID adoption reporting requirements • Provide guidance on the possible configuration options • Customise the standard adoption reports in line with DFID requirements and scenarios • Demonstrate the adoption reports to DFID stakeholders and gather feedback • Undertake final revisions to the reports, in line with feedback, (where time allows)
Customer Responsibilities	<p>In addition to the general Customer Responsibilities set out in section 8 of this SOW, Customer shall do the following, in accordance with the Project Schedule, to enable HPE to provide</p> <ul style="list-style-type: none"> • Support the HPE team by: <ul style="list-style-type: none"> ○ inputting reporting requirements, and; ○ attending the demonstration session.
Deliverables	<p>The Deliverables of this Work Package are:</p> <ul style="list-style-type: none"> • WP11-D01 – Activities listed in the services section of this work package have been undertaken within the specified time period
Acceptance Criteria	<p>The acceptance of the Deliverables for this Work Package will be carried out in accordance with the processes set out in section 4 of this SOW, with the qualifications set out below:</p> <ul style="list-style-type: none"> • WP11-D01 – In accordance with Acceptance of Deliverables, set out in section 4.2
Assumptions	<p>In addition to the general assumptions as set out in section 8 of this SOW, HPE shall provide the Services in relation to this Work Package on the following assumptions:</p> <ul style="list-style-type: none"> • None
Out of Scope	<p>For the avoidance of doubt the following services in this work-package are out of scope for HPE:</p> <ul style="list-style-type: none"> • Training activities • Custom data connections

WP11 – Office 365 Adoption Reporting	
	<ul style="list-style-type: none"> Integration with the Data Gateway

3.2.35 WP12 – Project Closure

The purpose of this work package is to perform the necessary activities to formally close the Project.

WP12 – Project Closure	
Prerequisites	<p>Prior to HPE providing the Services in relation to this Work Package, the following prerequisites must be met:</p> <ul style="list-style-type: none"> All previous work packages have completed
Services	<p>HPE shall provide a Project Manager who will work to:</p> <ul style="list-style-type: none"> Communicate high level lessons learned during the Project
Customer Responsibilities	<p>In addition to the general Customer Responsibilities set out in section 8 of this SOW, Customer shall do the following, in accordance with the Project Schedule, to enable HPE to provide</p> <ul style="list-style-type: none"> Contribute to the activities of this work package
Deliverables	<p>The Deliverables of this Work Package are:</p> <ul style="list-style-type: none"> None
Acceptance Criteria	<p>The acceptance of the Deliverables for this Work Package will be carried out in accordance with the processes set out in section 4 of this SOW, with the qualifications set out below:</p> <ul style="list-style-type: none"> Not Applicable
Assumptions	

In addition to the general assumptions as set out in section 8 of this SOW, HPE shall provide the Services in relation to this Work Package on the following assumptions:

Out of Scope	<p>For the avoidance of doubt the following services in this work-package are out of scope for HPE:</p> <ul style="list-style-type: none"> Management and co-ordination of the activities of third parties, where the third party has been engaged by the Customer
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3.2.36 All amendments, deletions, additions or any other changes to this SOW shall be made in accordance with the Change Control Process, as set out in section 5.

4 Acceptance

4.1 Acceptance Criteria

4.1.1 The parties shall, in relation to each Deliverable and Document Deliverable, develop and agree a set of Acceptance Tests, as relevant, and Acceptance Criteria.

4.1.2 In the absence of any Acceptance Tests being agreed, then acceptance shall be deemed to have occurred upon performance of the Services by HPE, and in relation to the creation of any Deliverables, the earlier of either the delivery of such Deliverables to Customer or the usage of Such Deliverables in production.

- 4.1.3 The provisions in section 4.2 set out the acceptance process for Deliverables requiring acceptance testing. The provisions in section 4.3 sets out the acceptance process that applies to Document Deliverables.
- 4.1.4 The Acceptance Tests and Acceptance Criteria shall only apply to the Deliverables specified in this SOW. They shall not apply to any other product or service HPE may supply or has supplied to Customer under a separate statement of work or agreement, regardless of whether such product or service can be used in connection with the Services or Deliverables.
- 4.2 Acceptance of Deliverables
- 4.2.1 HPE shall notify Customer when a Deliverable is ready for acceptance testing.
- 4.2.2 On delivery of each Deliverable by HPE to Customer, the parties shall carry out the Acceptance Tests in accordance with the acceptance test plan that has been agreed by the parties.
- 4.2.3 If the Acceptance Tests demonstrate that the Deliverables meet the Acceptance Criteria, then Customer shall provide written notification to HPE that Customer accepts the Deliverable and acceptance is thereby achieved.
- 4.2.4 If the Acceptance Tests demonstrate that the Deliverable fails to meet the Acceptance Criteria then
- 4.2.4.1 Customer may elect to accept the Deliverable with non-conformances on an AS IS basis and shall provide written notification to HPE that Customer accepts the Deliverable and acceptance is thereby achieved; or
- 4.2.4.2 Customer shall notify HPE in writing within five (5) Working Days (or such other time period as otherwise agreed by the parties in writing in respect of a particular Deliverable) after the Acceptance Tests have been completed, of the details of how the Deliverable fails to meet the Acceptance Criteria; and
- 4.2.4.3 HPE shall, within a reasonable time period after receipt of Customer's notification pursuant to section 4.2.4.2:
- 4.2.4.3.1 at its own expense correct any such non-conformance, so that the Deliverable (as modified) meets the Acceptance Criteria; and
- 4.2.4.3.2 resubmit the Deliverable (as modified) to a repeat of the Acceptance Tests and if such repeat tests are successful then section 4.2.3 shall apply in relation to the resubmitted Deliverable.
- 4.2.5 Where the Deliverable (as modified) does not pass the repeated Acceptance Tests conducted pursuant to section 4.2.4.3, Customer may elect to:
- 4.2.5.1 agree a new date for carrying out further Acceptance Tests in respect of the relevant Deliverables. If the Deliverable fails such further tests then Customer shall be entitled to request a repeat test under the provisions of this section (4.2.5.1); or
- 4.2.5.2 accept the Deliverable:
- 4.2.5.2.1 subject to agreeing an amendment to the relevant Acceptance Criteria; or
- 4.2.5.2.2 on an AS IS basis, subject to a reasonable adjustment of the Charges, to be agreed by the parties within a reasonable time period after such election. Such adjustment shall take into account all the relevant circumstances; or
- 4.2.5.3 reject the Deliverable and return the affected Deliverable and all copies of the associated documentation to HPE.
- 4.2.6 Acceptance of the Deliverable shall be deemed to have occurred on whichever is the earliest of the:
- 4.2.6.1 written confirmation by Customer confirming that the Deliverable is accepted pursuant to sections 4.2.3 or 4.2.4 or 4.2.5.2; or
- 4.2.6.2 expiry of five (5) Working Days after the completion of the relevant Acceptance Tests, and Customer does not notify HPE in that time of any objectively verifiable non-compliance with the relevant Acceptance Criteria; or

- 4.2.6.3 use of the Deliverable by Customer, in any manner, including putting the Deliverable into productive use or using the Deliverable in production.
- 4.2.7 Upon Acceptance of the Deliverable, in accordance with section 4.2.6, HPE shall be deemed to have discharged all of its obligations and shall have no further liability in respect of the Deliverable.
- 4.3 Acceptance of Document Deliverables
- 4.3.1 HPE shall provide each document deliverable to Customer in draft format, ("Draft Document Deliverable") for Customer to provide comments against the Acceptance Criteria in relation to the applicable Draft Document Deliverable.
- 4.3.2 Customer shall provide its comments to the Draft Document Deliverables that have been submitted by HPE within three (3) Working Days of delivery from HPE (or such other timeframe as may otherwise be agreed by the parties in writing). Any specific comments returned in writing shall be reviewed by HPE and the documents finalised and delivered within two (2) Working Days (or such other time frames as may otherwise be agreed by the parties in writing) from receiving Customer response to the Draft Document Deliverables.
- 4.3.3 HPE shall give due consideration (always acting reasonably) to comments provided by Customer in relation to the Draft Document Deliverables and shall reflect and/or modify (if necessary in light of Customer's comments) such Draft Document Deliverables to be resubmitted to Customer to carry out acceptance against the relevant Acceptance Criteria applicable to such Draft Document Deliverables in accordance with section 4.3.6.
- 4.3.4 Where there is a question over the course of action to resolve one or more comments, or comments from different reviewers are thought to be in conflict, or that the Draft Document Deliverables are not in accordance with the applicable Acceptance Criteria, then if required and agreed by the parties, HPE shall call a review meeting to discuss the necessary changes to the Draft Document Deliverables prior to HPE undertaking any rework. The meeting shall seek to agree the specific actions that shall enable the document to be updated, re-issued and approved. Customer shall ensure that any Customer representatives that attend such meetings are empowered to make decisions at such review meetings, or take on actions for their resolution in a timely manner, such that the Project Schedule is not impacted.
- 4.3.5 If the constitution of the meetings or the response to actions to resolve comments raised by Customer causes undue or unplanned delay to a Work Package, then the time to deliver the Document Deliverable may be extended, and HPE may need to escalate (in accordance with the escalation procedure) any such delays for resolution.
- 4.3.6 Customer shall, within two (2) Working Days from receipt from HPE of the final Document Deliverable review the same against the applicable Acceptance Criteria and shall provide HPE with written confirmation that Customer accepts such Document Deliverable. If Customer fails to provide such written confirmation then the Document Deliverable shall be deemed to be accepted on expiry of five (5) Working Days from receipt of such Document Deliverable from HPE.
- 4.3.7 For the avoidance of doubt, HPE shall only make such changes as are necessary to take account of comments and requested amendments from Customer (but have not been addressed by HPE) on the Draft Document Deliverable so that it complies with the relevant Acceptance Criteria.

5 Change Control

- 5.1 If any changes are required to the scope of the Services and /or Deliverables after the Commencement Date, then any such changes shall be handled via the change control process ("Change Control Process") set out in this section 5.1.
- 5.2 The parties shall use a change request form as agreed between the parties to document requested Changes ("Change Request").
- 5.3 A Change may or may not have impact on costs and/or schedules as originally defined. No work shall be undertaken by HPE (including any of its subcontractors) which has not been agreed in advance in accordance with the Change Control Process outlined below. Until such time as a Change is agreed in

accordance with the agreed Change Control Process set out below, HPE and/or Customer shall, continue to deliver the Project, Deliverable or Service as if the Change Request had not been made.

- 5.4 At any time Customer or HPE may request a Change. Neither party shall unreasonably withhold or delay processing or agreeing a specific Change.
- 5.5 The requester of a Change must submit the Change Request including at least the information set out below through their Project Manager, to the counterpart Project Manager. The minimum information required is:
 - 5.5.1 a description of the proposed Change including any additional work to be performed and identification of any specific changes to Deliverables.
 - 5.5.2 the reason for the proposed Change
 - 5.5.3 any special conditions for acceptance of the Change.
- 5.6 Where Customer submits a Change Request, HPE shall carry out a preliminary assessment of the Change Request and return a preliminary evaluation to Customer Project Manager within five (5) Working Days. This preliminary evaluation shall contain:
 - 5.6.1 a preliminary assessment of the impact of the requested Change
 - 5.6.2 a statement as to whether the requested Change can be fully assessed at no additional charge to Customer, or whether the full assessment shall be chargeable, and if so, an initial estimate of the time required and the grade of personnel to be involved.
 - 5.6.3 a preliminary estimate of the timetable to complete the Change process and the timetable to implement the Change.
- 5.7 If Customer Project Manager agrees to proceed with the preliminary assessment provided by HPE, then HPE shall complete a full assessment of the Change Request as follows:
 - 5.7.1 a full statement of the impact of the Change including identification of all impacted components of the Services and any other impacts to associated elements
 - 5.7.2 a full estimate of the timetable to implement the Change
 - 5.7.3 a full estimate of the resultant changes to the Charges and any other payments
 - 5.7.4 a statement of how acceptance of the Change shall take place, if this is separate or different from the provisions already made
 - 5.7.5 a statement of the validity period for the Change to be accepted and agreed.
- 5.8 The full assessment of the Change Request shall then be delivered to Customer Project Manager. If the full assessment and associated change to the Charges is agreed by Customer Project Manager, then Customer Project Manager shall approve the Change Request.
- 5.9 Upon approval of a Change Request, each party shall arrange for the approved Change Request to be signed by duly authorised representatives of each party.

6 Timescale

- 6.1 Indicative Timescales
 - 6.1.1 HPE shall use its reasonable endeavours to provide the services in relation to each Work Package in accordance with the timeline as set out in Figure 1 below. This shall be superseded by the Project Schedule, agreed between the parties in accordance with the provisions of this SOW.

Indicative Project Timeline

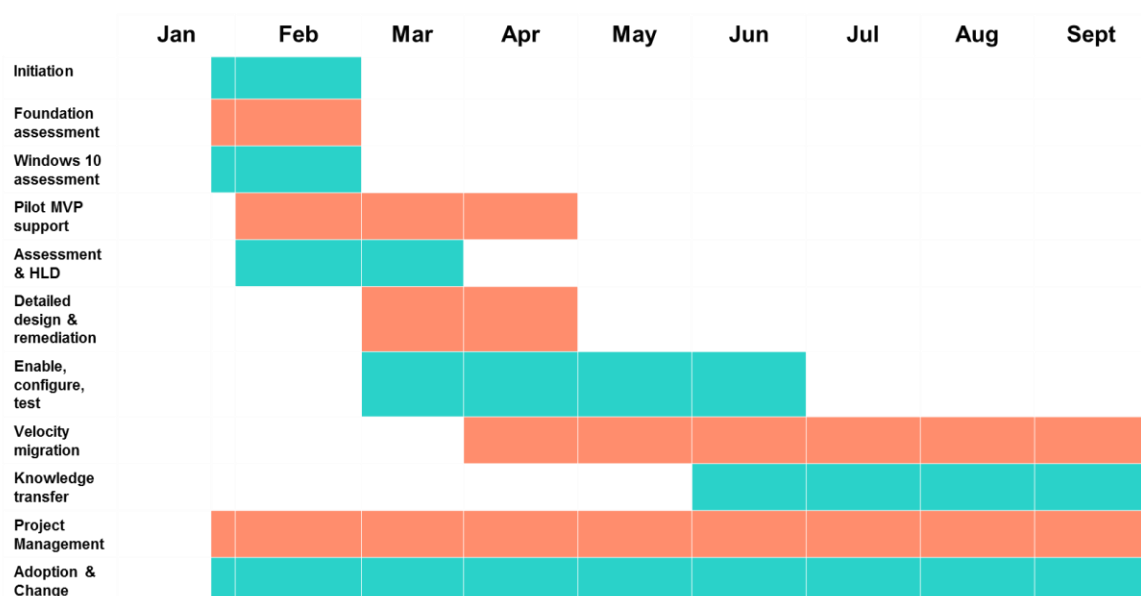


Figure 1 - Indicative Project Timetable

- 6.1.2 For the Project timeline to be achieved it is imperative that both parties complete the activities and responsibilities, detailed in the Work Packages above, in accordance with the Project Schedule.
- 6.2 Project Milestones
- 6.2.1 The Due Dates set out in *Table 3 - Project Milestones* below are based upon the Commencement Date as defined in Section 2.1 of this SOW. If the Commencement Date changes or there are delays to the Project as a direct result of Customer Responsibilities not being met, the Due Dates shall be adjusted and a Change requested to reflect the impact on the Project and HPE, in accordance with the Change Control Process as set out in section 5.

Project Milestone	Deliverables	Indicative Due Date
M0	PO Received	26.01.2018
M1 - Project Initiation, MVP Phase 1 and Assessment Phase 1	WP1-D1 - Facilitation of the Kick Off meeting, including production of any presentation and hand-out materials agreed WP1-D2 - Management Plan, including the Work Schedule and the initial Risk and Issues Log. WP3(c)-D01 - Activities listed in the services section of this work package have been undertaken within the specified time period WP4(a)-D01 - Activities listed in the services section of this work package have been undertaken within the specified time period WP4(a)-D02 - Pilot MVP Remediation Activities List (document) WP5(a)-D01 - Minutes of meetings/interviews with sponsor and stakeholders (document) WP5(a)-D02 - Minutes, key findings and actions from the workshop (document) WP6(d)-D01 - Intune Assessment report (document) WP6(d)-D02 - Intune High Level Design (document)	M0 + 60 days

Project Milestone	Deliverables	Indicative Due Date
M2 – MoC Phase 1 and Assessment Phase 2	WP3(a)-D01 – Office 365 Assessment Report (document) WP3(a)-D02 – Office 365 High Level Design (document) WP5(b)-D01 Change Strategy and plan (document) WP6(a)-D01 – Messaging Assessment report WP6(a)-D02 – Messaging High Level Design WP6(b)-D01 – Lync Server 2010, Skype for Business & Microsoft Teams Assessment report WP6(b)-D02 – Skype for Business & Microsoft Teams High Level Design. WP6(c)-D01 – SharePoint Assessment report (document) WP6(c)-D02 – SharePoint High Level Design (document) WP6(e)-D01 – OneDrive for Business Assessment report (document) WP6(e)-D02 – OneDrive for Business High Level Design (document) WP7(d)-D01 – Intune Detailed Design (document) WP7(d)-D02 – Intune Acceptance Test Plan (document)	M1 + 30 days
M3 - Messaging Phase 1 and UC Phase 1	WP5(e)-D01 – Customised Desktop Mentor tool, licensed for 3,800 end users WP7(a)-D01 – Office 365 Messaging Detailed Design (document) WP7(a)-D02 – Office 365 Messaging Migration Detailed Design (document) WP7(a)-D03 – Office 365 Messaging Acceptance Test Plan (document) WP7(a)-D04 – Implemented the HPE Office 365 migration toolkit WP7(b)-D01 – Skype for Business & Microsoft Teams Detailed Design (document) WP7(b)-D02 – Skype for Business & Microsoft Teams Acceptance Test Plan (document) WP11-D01 – 15 Working Days have been delivered.	M2 + 30 days

Project Milestone	Deliverables	Indicative Due Date
M4a – MVP Phase 2, SharePoint Phase 1	WP3(b)-D01 – Activities listed in the services section of this work package have been undertaken within the specified time period WP4(b)-D01 – Pilot MPV support provided during agreed timeframe WP7(c)-D01 – SharePoint Detailed Design (document) WP7(c)-D02 – SharePoint Migration Design (document) WP7(c)-D03 – SharePoint Acceptance Test Plan (document) WP7(e)-D01 – OneDrive for Business Detailed Design (document) WP7(e)-D02 – OneDrive for Business Acceptance Test Plan (document) WP8(f)-D01 – All demonstrations completed as described in the services section of this Work Package	M3 + 30 days
M4b – Messaging Phase 2 and UC Phase 2	WP8(a)-D01 – Hybrid Office 365 Messaging environment configured WP8(a)-D02 – Test report (executed acceptance test plan) WP8(a)-D03 – Mailbox Migration Schedule (document) WP8(b)i-D01 – Test report (executed acceptance test plan) WP8(b)ii-D01 – LAN QoS Policy Definition Document WP8(b)iii-D01 – Test report (executed acceptance test plan) WP8(d)-D01 – Intune configured as per Detailed Design WP8(d)-D02 – Test report (executed acceptance test plan) WP8(g)-D01 – DFID Office 365 environment is configured as per the IBM default configuration guidelines	M3 + 30 days
M5 - SharePoint Phase 2 and Velocity Migration Phase 1	WP5(c)-D01 - Stakeholder Engagement and Communications plan (document) WP8(c)-D01 – SharePoint Online environment configured WP8(c)-D02 – Test report (executed acceptance test plan) WP8(c)-D03 – SharePoint Migration Schedule (document) WP8(e)-D01 – OneDrive for Business configured WP8(e)-D02 - Test report (executed acceptance test plan) WP9(b)-D01 – Documented migration process WP9(b)-D02 – Batch migration script (tested and agreed) WP9(b)-D03 – Users in scope migrated	M4a + 60 days
M6 - Velocity Phase 2 and MoC Phase 2	WP5(d)-D01 – Provide up to 10 awareness sessions during March to August. WP9(a)-D01 – All in scope mailboxes are migrated WP9(c)-D01 – Documented migration process (document) WP9(c)-D02 – Post migration validation report (document) WP9(c)-D03 – In scope content migrated	M5 + 30 days

Table 3 - Project Milestones

6.2.2 A Project Milestone shall be achieved upon acceptance of all Deliverables that make up that milestone, as referenced in *Table 3 - Project Milestones*

7 Project Organisation

7.1 Organisational Structure

7.1.1 HPE shall manage the delivery of services in relation to each Work Package in accordance with the organisational structure set out in Figure 2 below.

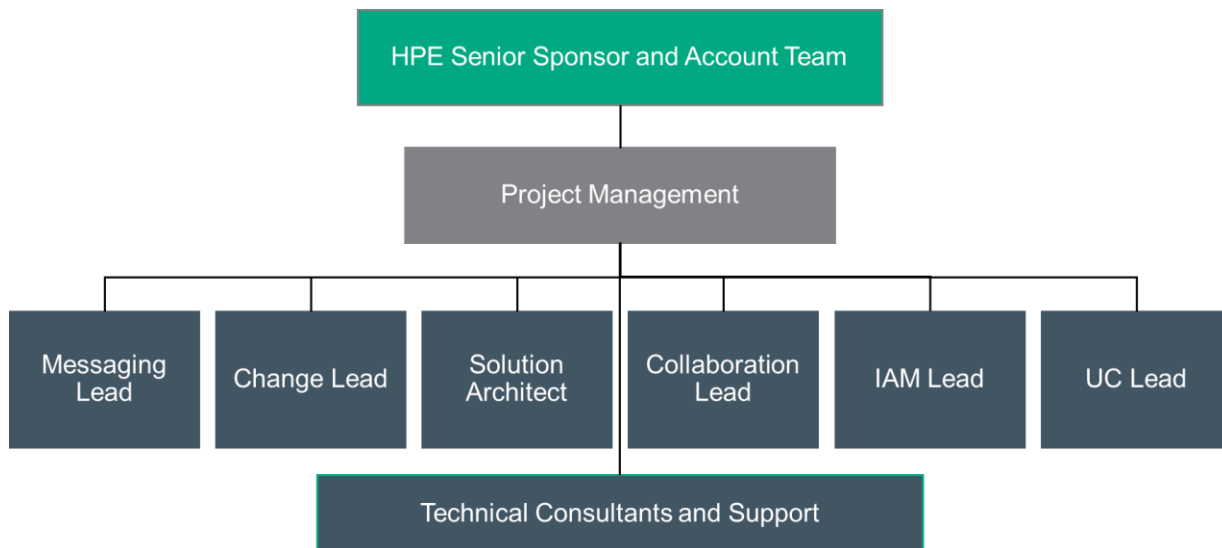


Figure 2 – Organisational Structure

7.1.2 Further detailed planning shall take place with Customer during the Project initiation and this could affect the organisation structure and responsibilities.

7.2 Personnel

7.2.1 HPE shall provide all personnel necessary for the performance of the Services set out in this SOW. Customer shall ensure that staff are available when required to operate the Deliverables, demonstrate or test any failure.

7.2.2 The parties shall not for a period of six (6) months from the termination date directly or indirectly solicit or seek to procure (otherwise than by general advertising) the employment of or employ or use the services of, any employee or employees of the other party who carried out any task in relation to this SOW without the prior written consent of the other party.

8 General Assumptions, and Customer Responsibilities

This section 8 details the General Assumptions and Customer Responsibilities in relation to the Services and/or Deliverables. It shall be the joint responsibility of HPE and Customer to discuss and communicate the dates and detailed requirements for these points at the initiation and during the Project.

8.1 General Assumptions

8.1.1 In addition to the Assumptions set out in Section 3 of this SOW, HPE shall provide the Services in relation to this Work Package on the following assumptions:

8.1.1.1 Customer acknowledges that HPE's ability to deliver the Services is dependent upon:

8.1.1.1.1 Customer Responsibilities as set out or referenced in this SOW being delivered in accordance with the Project Schedule; and

- 8.1.1.1.2 the accuracy and completeness of information and data that is requested and required from Customer to enable HPE to deliver the Services.
- 8.1.1.2 HPE shall have access to data, people and facilities relevant to the Project as reasonably requested by HPE and in accordance with the Project Schedule (whether verbally or in writing). Where Customer cannot provide access to the data/information requested by HPE or where such information and or data is not in existence at the date on which Customer is required to provide it to HPE, then Customer shall:
 - 8.1.1.2.1 provide HPE with written notification in advance of HPE requiring this information/data; and
 - 8.1.1.2.2 provide an alternative means of providing HPE with the data/information requested to allow HPE to perform the Services and/or provide the Deliverables in accordance with the Project Schedule.
- 8.1.1.3 Only functionality available as standard software product capabilities shall be provided through the Project.
- 8.1.1.4 HPE personnel shall work from Customer UK offices at East Kilbride, Scotland, and Whitehall, London and from HPE working locations in the UK. There shall be no requirement for HPE personnel to travel to other Customer sites, unless otherwise agreed in advance and in writing by HPE. Such travel will need to comply HPE policy and shall be subject to additional time and expenses, separately chargeable to Customer.
- 8.1.1.5 HPE's Enterprise Project and Program Method shall be used to manage the Project.
- 8.1.1.6 Documentation will be structured based upon the templates provided by Enterprise Project and Program Method, maintained using Microsoft Office applications and exchanged using either native Microsoft Office file formats or PDF.
- 8.1.1.7 HPE shall while at Customer site, comply with those security requirements of Customer as notified in writing by Customer to HPE including site rules, regulations and health and safety requirements.
- 8.1.1.8 The Services do not include the provision of HPE or third party hardware, software products or support services except where explicitly stated within section 3 of this SOW.
- 8.1.2 Assumptions that are specific to Work Packages are included in the scope of work described in section 3 of this SOW.
- 8.1.3 The Out of Scope items against the Work Packages above does not constitute an exhaustive list but for the avoidance of doubt if not listed as in scope for HPE then by default it is deemed out of scope.
- 8.1.4 The highest level of security clearance required by HPE personnel will be 'SC'.
- 8.1.5 Where HPE personnel are required to work on information classified as 'Official Sensitive', appropriate Customer laptops and accounts will be provided by Customer.
- 8.1.6 End user devices will be limited to corporately issued devices and does not include bring your own devices.
- 8.1.7 Document deliverables will be created using Microsoft® Office.
- 8.1.8 Customer is responsible for accreditation of the implemented solution. HPE will support the Customer for up to 5 man days' worth of effort and it is assumed accreditation will not delay the production environment configuration.
- 8.2 Customer Responsibilities
 - 8.2.1 In addition to the Customer Responsibilities set out in section 3 of this SOW, Customer shall do the following, in accordance with the Project Schedule, to enable HPE to provide the Services in relation to this SOW:
 - 8.2.1.1 respond in a timely manner and in any event within the times and dates reasonably necessary and agreed with HPE to enable HPE to perform its obligations under this SOW and in accordance with the Project Schedule;
 - 8.2.1.2 provide, on request, any Customer information/data to HPE that HPE may reasonably request for the execution of the services. Customer is responsible for the accuracy and completeness of all information it provides. If information has been accurately requested and is incomplete or incorrect or if information

is uncovered during the course of the Project which could not be reasonably anticipated by HPE, any work required to correct problems created by the use of such incomplete or inaccurate information or any additional work required by the discovery of such unanticipated information, shall be handled in accordance with the Change Control Process, as set out in section 5;

- 8.2.1.3 provide HPE with reasonable access to appropriate Customer personnel (with the relevant skill and knowledge) and facilities of Customer;
- 8.2.1.4 where Customer requires HPE personnel to comply with its site policies whilst at Customer site, provide written notification of such policies to HPE personnel prior to such HPE personnel attending such Customer sites;
- 8.2.1.5 notify HPE personnel in writing of any special health and safety hazards of which Customer is or has become aware which may exist or arise at Customer site which may affect HPE personnel;
- 8.2.1.6 provide any required site and customer induction training, including any necessary building access badges.
- 8.2.1.7 provide suitable and safe work areas for HPE personnel within Customer offices including access to printing, network connection to the internet, Customer laptops, desktops and domain accounts, office desks and chairs and meeting room allocation;
- 8.2.1.8 provide administrative support to assist HPE to co-ordinate schedules, participants' diaries and meeting rooms for workshops, meetings and knowledge exchange sessions. Any further requirements shall be agreed by the parties;
- 8.2.1.9 where work is required to take place in sensitive areas or locations subject to access controls:
 - 8.2.1.9.1 make HPE aware of any such restrictions during the planning of each Work Package; and
 - 8.2.1.9.2 ensure that any such restrictions do not cause delay to the agreed schedule of the work; and
 - 8.2.1.9.3 arrange appropriate security and access protocols for personnel engaged on works in such areas;
- 8.2.1.10 assign a Project Manager with responsibility and authority to make decisions concerning Project planning, co-ordination of dates, approval and any other decisions concerning the organisation of the Project. HPE shall assign a Project Manager to liaise with Customer Project Manager;
- 8.2.1.11 coordinate the Services provided under this SOW with other work being undertaken by Customer outside of this SOW. Customer shall take responsibility for the management and control of project integration with other related Customer projects and for the management and interfaces with other suppliers participating in related projects;
- 8.2.1.12 use Customer's IT operational environment change management process for changes required by the work defined in this SOW to be implemented into Customer's production environment. This process shall be managed by Customer Project Manager;
- 8.2.1.13 provide hardware and software products (including licences and maintenance contracts) as agreed with HPE, within the timescales agreed by the parties, to enable HPE to provide the Services and/or Deliverables;
- 8.2.1.14 provide a Project Management Office to co-ordinate and support the Project with the overall Customer Project and other project work, including all required internal/third-party participation and cooperation;
- 8.2.1.15 provide experienced resources to deliver Customer Responsibilities as set out in this SOW - such as system and application administrators with the requisite qualifications, skill, experience and availability necessary;
- 8.2.1.16 take prompt action to help rectify situations where HPE has advised the Project is at risk of delay due to non-performance or delay on the part of Customer;
- 8.2.1.17 appoint appropriate resources to participate in meetings and workshops, who are authorised to make decisions on the strategies, solutions and priorities to be adopted, in accordance with Customer governance processes;

- 8.2.1.18 empower selected individuals to make decisions on behalf of Customer and shall ensure that a quorum of decision makers attend specific meetings where decision making is required, in accordance with Customer governance processes;
- 8.2.1.19 be responsible for maintaining separate back-up facilities for reconstruction of lost or altered files, data and programs;
- 8.2.1.20 be responsible for archiving and decommissioning activities following the migration;
- 8.2.1.21 upon completion of the Project Customer shall act as a reference site for this Project, subject to HPE's reference site conditions;
- 8.2.1.22 provide relevant ICT design guidelines, principles, and document templates;
- 8.2.1.23 upon completion of the Project, Customer shall remove from systems all HPE migration tooling.
- 8.2.1.24 Customer shall:
 - 8.2.1.24.1 manage the request of new Security Clearance requests for HPE consultants for the above services as necessary, and/or,
 - 8.2.1.24.2 manage any required Security Clearance transfers for HPE consultants for the above services as necessary.
 - 8.2.1.24.3 provide customer approved IT commensurate with the account security requirements to enable HPE to process and store protectively marked outcomes and/or deliverable
 - 8.2.1.24.4 provide security instructions for access passes/badges and/or IT assets
- 8.2.2 Customer Responsibilities specific to individual Work Packages are included in the scope of work described in section 3.

9 Charges

- 9.1 Total Contract Price
 - 9.1.1 The Contract Price for the delivery of this SOW is GBP £1,982,302.35
 - 9.1.2 The Contract Price is the price to deliver all Services and Deliverables set out in section 3 and consists of the Milestone Charges set out in this section 9.
 - 9.1.3 The Assumptions and Customer Responsibilities used to calculate the Contract Price are set out in section 3 and section 8.
 - 9.1.4 The Contract Price shall remain unchanged unless:
 - 9.1.4.1 Changes are agreed between the parties, in accordance with the Change Control Process, as set out in section 5 ; examples of the cause of change could be:
 - Prerequisites are not met in accordance with the Project Schedule; or
 - Customer does not deliver its Customer Responsibilities in accordance with the Project Schedule; or
 - Assumptions are discovered to be incorrect or inaccurate; or
 - 9.1.5 All Charges and Prices exclude VAT.
 - 9.1.6 The Milestones Charges, set out in Table 4 – Milestone Charges shall apply.

Project Milestone	Project Milestone Name	Milestone Charge
M0	PO Received	REDACTED
M1	Project Initiation, MVP Phase 1 and Assessment Phase 1	REDACTED

Project Milestone	Project Milestone Name	Milestone Charge
M2	MoC Phase 1 and Assessment Phase 2	REDACTED
M3	Messaging Phase 1 and UC Phase 1	REDACTED
M4a	MVP Phase 2, SharePoint Phase 1	REDACTED
M4b	Messaging Phase 2 and UC Phase 2	REDACTED
M5	SharePoint Phase 2 and Velocity Migration Phase 1	REDACTED
M6	Velocity Phase 2 and MoC Phase 2	REDACTED

Table 4 – Milestone Charges

- 9.1.7 The Milestone Charges set out in section 9.1.6:
- 9.1.8 include expenses; and
- 9.1.9 shall be invoiced by HPE when all Deliverables that make up a Project Milestone, as set out in section 6.2.1, have achieved acceptance.
- 9.2 Refunds or Penalties
- 9.2.1 Any refund / return or penalty rights as set forth herein apply only to the services or HPE deliverables provided under this Statement of Work

Signatories

Agreed to for and on behalf of:

Department for International Development

Signed:

Print Name:

Title:

Date:

Agreed to for and on behalf of:

Hewlett-Packard Limited

Signed:

Print Name:

Title:

Date:

