



Innovate UK Replatforming Plan & Support Statement of Work

September 2024

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About ControlPlane

ControlPlane is a cloud native, Kubernetes, and cybersecurity consultancy with industry-leading expertise in architecting, deploying, and maintaining Kubernetes for regulated industries. With a deep understanding of cloud technology we conduct threat research, security training, and best practice cloud native DevSecOps implementations. Clients include international banks, financial and accountancy institutions, critical national infrastructure, major cloud providers, insurance providers, healthcare, and global media firms.

Why ControlPlane

ControlPlane was chosen by Google to audit and author the CIS Benchmarks for GKE, and by O'Reilly to write the book "Hacking Kubernetes".

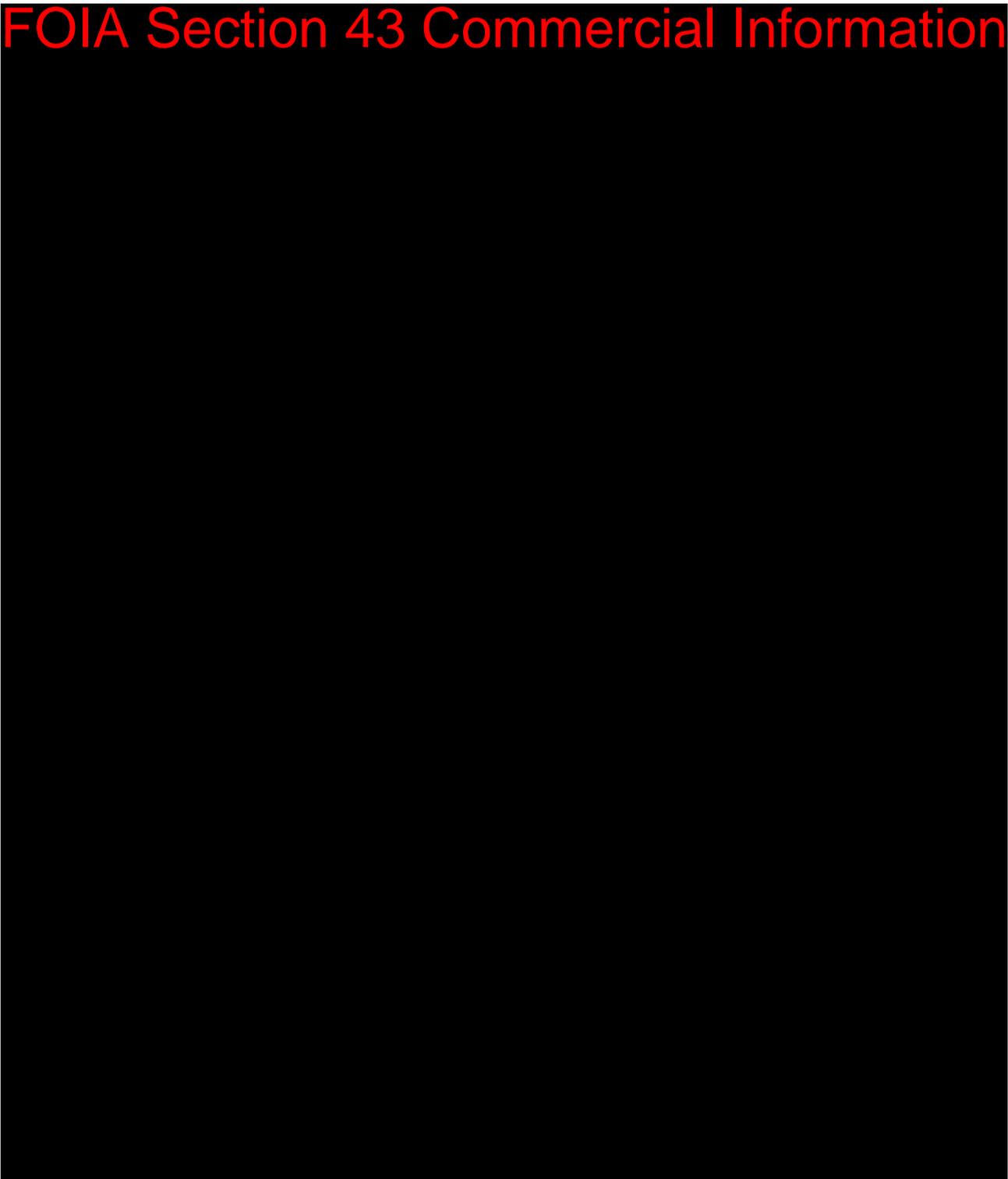
We have over 200 years of combined cloud native expertise in highly regulated environments, industry-leading DevSecOps experience, and many successful and significant projects including migrating the entire IT operations of a UK Home Office Critical National Infrastructure project to public cloud.

We have worked with multiple Fortune 100 and FTSE 100 companies, developing excellent long-term collaborative relationships with our customers, and are currently leading multiple initiatives related to our expertise in one of the world's largest banks.

We are frequent contributors to community and industry events, regularly delivering talks and training, and organise cloud native and security meet-ups globally.

We have a proven track record of open source collaboration and leadership, co-chairing the Linux Foundation's Technical Advisory Group on Security (CNCF TAG Security), acting as pro-bono CISO for the open source charity OpenUK, and contributing to the Open Source Security Foundation (OpenSSF) and Fintech Open Source Foundation (FINOS) community working groups. ControlPlane is extremely proud of the contributions we continue to make in this area.

FOIA Section 43 Commercial Information



Change Control Process

In order to ensure each proposed change during your project is adequately defined, reviewed and approved before implementation, a change control process may be documented and followed. This will minimise inefficiency of resources or unnecessary changes in direction during the duration of the project.

The items used during the process:

1. Change Log: used to provide a record of all changes requested and decisions made (specify who owns updating the log; and a shared document template)
2. Change Request Form: used to document details of the change, including the business case (using a shared document template)

Persons with the authority to approve changes should be named and made available for this purpose.

A typical change control process will be subject to Agile Scrum, i.e. the change will be documented in the backlog, prioritised at the next sprint planning meeting, and executed accordingly.

Confidentiality and Disclosure

The parties to this SoW agree that the nature of the work and the details of the relationship is confidential, however the existence of the client relationship shall be allowed to be publicly disclosed for PR and marketing purposes.

Non Solicitation

The parties agree to not solicit each other's customers and employees for a period of 1 year after the beginning of the engagement, dated as per signatures, unless mutually agreed upon differently.

Indemnity

ControlPlane shall indemnify, defend, and hold harmless the Customer against all third-party claims, demands, suits, causes of action, awards, judgments, and liabilities, including reasonable legal fees and costs arising out of: (i) ControlPlane's fraud, negligence, wilful or

intentional misconduct; (ii) any actual or alleged infringement, misappropriation, or violation of any Intellectual Property Rights of a third party by any Deliverable or in performance of the Services; (iii) any claim for bodily injury, death, or property damage to the extent caused by ControlPlane in connection with the Services; or (iv) ControlPlane's breach of applicable law or this Agreement, except to the extent directly due to the Customer's own negligence or intentional misconduct.

The Customer shall indemnify and hold harmless ControlPlane and its Affiliates, and each of their officers, directors, employees, and agents, from and against all claims arising out of: (i) ControlPlane's use of the Customer's computer and information technology systems and network under this Agreement and any Statement of Work; (ii) the Customer's fraud, negligence, wilful or intentional misconduct; (iii) any actual or alleged infringement, misappropriation, or violation of any Intellectual Property Rights of a third party arising from ControlPlane using the Customer Materials or Customer Equipment; (iv) any claim for bodily injury, death, or property damage to the extent caused by the Customer in connection with the Services; or (v) the Customer's breach of applicable law or this Agreement, except to the extent directly due to ControlPlane's own gross negligence or intentional misconduct.

Limitation of Liability

ControlPlane's total liability to the Customer (including any legal and other costs and interest payable), whether in contract, tort (including negligence), breach of a statutory duty, or otherwise, arising under or in connection with this Agreement and a Statement of Work shall be limited to one million pounds (£1,000,000).

Neither Party shall be liable to the other Party, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement or a Statement of Work for: (i) loss of profits; (ii) loss of sales, production, opportunity or business; (iii) loss of agreements or contracts; (iv) loss of anticipated savings, discount or rebate; (v) loss or corruption of software, data or information; (vi) loss of or damage to reputation or goodwill; and (vii) any incidental, indirect, special, exemplary or consequential loss.

The Customer acknowledges and accepts that ControlPlane shall at no time be liable for any malicious code, malware, viruses, attacks, hacking, denial of service, or manipulation of any kind to or of the Customer's (or its Affiliates') information technology network and/or systems by a third party, including but not limited to as a direct or indirect result of ControlPlane's provision of the Services and/or Deliverables.

Nothing in this Agreement limits any liability which cannot legally be limited, including liability for: death or personal injury caused by negligence; fraud or fraudulent misrepresentation; and any other losses which cannot be excluded or limited by applicable law.

Signatories

Signed on behalf of **United Kingdom Research and Innovation:**

Name	FOIA Section 40 Personal Data
Position	
Date	
Signature	

Signed on behalf

Name	FOIA Section 40 Personal Data
Position	
Date	
Signature	

FOIA Section 40 Personal Data

