

SOW AUDIT REPORT

CN-0002629393_Adura_SOW_Polarion_Deployment.pdf

11.1% Overall Compliance Score

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Total Pillars	9
Met Requirements	1
Partial Compliance	4
Not Met	4
Critical Issues	1
High Risk Issues	4

EXECUTIVE SUMMARY

This comprehensive SOW (Statement of Work) audit report evaluates compliance against nine mandatory divestment pillars. The analysis resulted in an overall compliance score of 11.1%, with 1 pillars fully compliant and 4 areas requiring remediation. Key Findings: • 1 of 9 pillars meet all requirements • 4 pillars show partial compliance • 4 pillars require immediate remediation • 1 critical issues identified • 4 high-risk items requiring action

COMPLIANCE PILLAR SUMMARY

#	Pillar	Status	Risk	Key Finding
1	Pricing Model	Not Met	Critical	"All work activity as outlined in this Statement of Work is on a Time and Material basis."
2	Responsibilities	Partial	Medium	Section 4 'Customer Responsibilities' and Section 2.3 'Description of Out-of-Scope Responsibilities for SISW' define some responsibilities, but no formal RACI matrix.
3	Schedule	Partial	High	Document references a 'highlevel project timeline' in Section 2.2 but provides no specific dates for Build, Test, or Cutover phases within the SOW text.
4	Licensing	Not Met	High	No mention of temporary licenses for Build, Test, or Cutover phases, nor any itemization of license costs.
5	Master Contract Reference	Met	Low	"This SOW will be governed by the terms and conditions of the Agreement ('Agreement') between SISW and Shell, with Agreement No. 60073033."
6	Sign-off Blocks	Not Met	Medium	Not Found. The provided text does not include signature blocks for Shell and SISW approvers.
7	Change Management	Partial	Medium	Section 6.2 is titled 'Change Order Procedure' but is cut off. Appendix A is a 'Change Request Form'.
8	Risk & Terms Mitigation	Not Met	High	Clause states SISW can increase rates annually based on CPI. Clause makes Shell responsible for delays/costs due to changes in laws after signing.
9	Data Handling	Partial	High	Scope includes data extraction but lacks explicit verification step. Assumption 3.1.g states 'SISW will perform one data increment upload after the UAT.'

DETAILED PILLAR ANALYSIS

1. Pricing Model

Status: Not Met | Risk Level: Critical

Key Finding:

"All work activity as outlined in this Statement of Work is on a Time and Material basis."

Evidence:

"All work activity as outlined in this Statement of Work is on a Time and Material basis."

Recommendation:

Redline to convert to a Fixed Cost model with a detailed cost breakdown tied to specific deliverables and payment milestones (e.g., 30% upon project kick-off, 40% upon successful data extraction verification, 30% upon final cutover sign-off).

2. Responsibilities

Status: Partial | Risk Level: Medium

Key Finding:

Section 4 'Customer Responsibilities' and Section 2.3 'Description of Out-of-Scope Responsibilities for SISW' define some responsibilities, but no formal RACI matrix.

Evidence:

Section 4 'Customer Responsibilities' and Section 2.3 'Description of Out-of-Scope Responsibilities for SISW' define some responsibilities, but no formal RACI matrix.

Recommendation:

Add a formal RACI matrix as an appendix, explicitly assigning accountability for each key task (e.g., data extraction, SSO setup, user management) to Shell, SISW, or Adura.

3. Schedule

Status: Partial | Risk Level: High

Key Finding:

Document references a 'highlevel project timeline' in Section 2.2 but provides no specific dates for Build, Test, or Cutover phases within the SOW text.

Evidence:

Document references a 'highlevel project timeline' in Section 2.2 but provides no specific dates for Build, Test, or Cutover phases within the SOW text.

Recommendation:

Insert a mandatory project schedule appendix with firm, calendar-dated milestones for Build Completion, UAT Start/End, and Cutover, explicitly aligning with the hard deadlines (Build: 2025-09-15, Test: 2025-10-15, Cutover: 2025-11-30).

4. Licensing

Status: Not Met | Risk Level: High

Key Finding:

No mention of temporary licenses for Build, Test, or Cutover phases, nor any itemization of license costs.

Evidence:

No mention of temporary licenses for Build, Test, or Cutover phases, nor any itemization of license costs.

Recommendation:

Add a clause specifying that SISW will provide all necessary temporary Polarion X licenses for the project duration at no additional cost, with clear start and end dates, and include a \$0 line item for these licenses in the commercial terms.

5. Master Contract Reference

Status: Met | Risk Level: Low

Key Finding:

"This SOW will be governed by the terms and conditions of the Agreement ('Agreement') between SISW and Shell, with Agreement No. 60073033."

Evidence:

"This SOW will be governed by the terms and conditions of the Agreement ('Agreement') between SISW and Shell, with Agreement No. 60073033."

Recommendation:

Confirm that Master Agreement 60073033 contains favorable liability, indemnity, and termination terms for Shell. Ensure the SOW clause stating SOW terms take precedence over the Agreement is redlined to state the opposite.

6. Sign-off Blocks

Status: Not Met | Risk Level: Medium

Key Finding:

Not Found. The provided text does not include signature blocks for Shell and SISW approvers.

Evidence:

Not Found. The provided text does not include signature blocks for Shell and SISW approvers.

Recommendation:

Add formal sign-off blocks for authorized representatives of both Shell and Siemens Industry Software Netherlands B.V. at the end of the document.

7. Change Management

Status: Partial | Risk Level: Medium

Key Finding:

Section 6.2 is titled 'Change Order Procedure' but is cut off. Appendix A is a 'Change Request Form'.

Evidence:

Section 6.2 is titled 'Change Order Procedure' but is cut off. Appendix A is a 'Change Request Form'.

Recommendation:

Complete Section 6.2 to define a strict change control process requiring written Shell Project Manager approval for any scope or cost change, with a stipulated turnaround time for vendor quotes.

8. Risk & Terms Mitigation

Status: Not Met | Risk Level: High

Key Finding:

Clause states SISW can increase rates annually based on CPI. Clause makes Shell responsible for delays/costs due to changes in laws after signing.

Evidence:

Clause states SISW can increase rates annually based on CPI. Clause makes Shell responsible for delays/costs due to changes in laws after signing.

Recommendation:

Delete the CPI-based rate increase clause. Redline the 'changes in laws' clause to be a shared risk or require mutual agreement on adjustments. Add a clause that delays caused by vendor resource unavailability incur financial penalties.

9. Data Handling

Status: Partial | Risk Level: High

Key Finding:

Scope includes data extraction but lacks explicit verification step. Assumption 3.1.g states 'SISW will perform one data increment upload after the UAT.'

Evidence:

Scope includes data extraction but lacks explicit verification step. Assumption 3.1.g states 'SISW will perform one data increment upload after the UAT.'

Recommendation:

Insert a mandatory 'Data Verification and Sign-off' milestone before UAT. Require SISW to provide a data integrity report, and Shell/Adura must formally approve it before proceeding to cutover.

RISK ANALYSIS MATRIX

Risk Level	Count	Percentage
Critical	1	11.1%
High	4	44.4%
Medium	3	33.3%
Low	1	11.1%

ACTION ITEMS & RECOMMENDATIONS

1. Pricing Model [Critical Risk]

Redline to convert to a Fixed Cost model with a detailed cost breakdown tied to specific deliverables and payment milestones (e.g., 30% upon project kick-off, 40% upon successful data extraction verification, 30% upon final cutover sign-off).

2. Responsibilities [Medium Risk]

Add a formal RACI matrix as an appendix, explicitly assigning accountability for each key task (e.g., data extraction, SSO setup, user management) to Shell, SISW, or Adura.

3. Schedule [High Risk]

Insert a mandatory project schedule appendix with firm, calendar-dated milestones for Build Completion, UAT Start/End, and Cutover, explicitly aligning with the hard deadlines (Build: 2025-09-15, Test: 2025-10-15, Cutover: 2025-11-30).

4. Licensing [High Risk]

Add a clause specifying that SISW will provide all necessary temporary Polarion X licenses for the project duration at no additional cost, with clear start and end dates, and include a \$0 line item for these licenses in the commercial terms.

5. Sign-off Blocks [Medium Risk]

Add formal sign-off blocks for authorized representatives of both Shell and Siemens Industry Software Netherlands B.V. at the end of the document.

6. Change Management [Medium Risk]

Complete Section 6.2 to define a strict change control process requiring written Shell Project Manager approval for any scope or cost change, with a stipulated turnaround time for vendor quotes.

7. Risk & Terms Mitigation [High Risk]

Delete the CPI-based rate increase clause. Redline the 'changes in laws' clause to be a shared risk or require mutual agreement on adjustments. Add a clause that delays caused by vendor resource unavailability incur financial penalties.

8. Data Handling [High Risk]

Insert a mandatory 'Data Verification and Sign-off' milestone before UAT. Require SISW to provide a data integrity report, and Shell/Adura must formally approve it before proceeding to cutover.

SOW CONTENT SUMMARY

Document Overview

This Statement of Work (SOW) governs the 'Adura - Polarion Deployment' project between Siemens Industry Software Netherlands B.V. (SISW) and SHELL U.K. LIMITED. The project's core purpose is to support the operational independence of Adura, an incorporated joint venture between Equinor and Shell, by extracting data and configuration from Shell's existing Polarion environment and migrating it to a new, separate Adura Polarion X environment. This initiative is critical for enabling Adura to manage its own Polarion projects independently from Shell's systems, a key requirement following the joint venture's formation. SISW will provide services on a time and material basis under its 'Solution Leadership' engagement model to execute this data and configuration migration.

Parties Involved

Vendor:	Siemens Industry Software Netherlands B.V. (SISW)
Client:	SHELL U.K. LIMITED (Shell)
Vendor Role:	Provide technical services for data extraction, configuration migration, environment setup, testing, and project management on a time and material basis.
Client Role:	Provide project list, support SSO setup, supply accurate business information, and ensure timely decision-making and approvals through the designated Shell Project Manager.

Scope Highlights

- Extract and import project data from Shell's Polarion environment (Gannet & Nelson, Penguins, Shearwater, Price & West of Shetland) into the Adura Polarion X Environment.
- Export Shell's 'as-is' Polarion configuration and import it into the Adura environment, ensuring functional parity.
- Remove Polarion extensions for Polarion X compatibility and disable all legacy Shell user accounts in the new environment.
- Configure single sign-on (SSO), perform smoke testing, and provide post-migration hypercare support for a maximum of 4 weeks.
- Explicitly excludes creation of new Adura users, fixing issues from extension removal, data cleansing, customizations, and interfacing with other applications.
- Project management and preparation of documentation for the CApS Team are included as in-scope activities.

Key Deliverables

- Migrated Data & Configuration: Successfully transferred Polarion project data and 'as-is' configuration to the Adura environment.
- Documentation for CApS Team: Prepared materials to support the client's team.

- Validated Environment: A UAT-validated Adura Polarion X environment, cloned from Shell, with SSO configured and legacy users disabled.
- Project Management Artifacts: Project plan and progress tracking via the Advantedge Project Execution system (A-PE).

Project Timeline

The SOW document references a high-level project timeline to be detailed in a subsequent project plan. Key temporal constraints are defined: the SOW is valid until 31/08/2025, hypercare is timeboxed to a maximum of 4 weeks, and SISW will perform only one incremental data upload after User Acceptance Testing (UAT). The project assumes both Shell and Adura instances will remain on the same software version (2404) throughout execution.

Cost Structure

The project is based on a Time and Material pricing model with an estimated total cost of €54,462. This estimate is based on specific resource roles: a Solution Architect (5 days), a Project Manager (24 days), and a Senior Consultant (5 days), billed at daily rates of €1,878, €1,878, and €1,778 respectively. Invoicing occurs monthly as services are performed. The SOW includes provisions for rate increases effective October 1 each year based on the Netherlands Consumer Price Index (CPI), and premium rates for after-hours (150%) and weekend work (200%). All prices are exclusive of VAT.

Technology Stack

Polarion, Polarion X, Advantedge Project Execution system (A-PE)

Document Structure

- Introduction: Establishes the project context, governing agreement (No. 60073033), and the precedence of SOW terms over conflicting Agreement terms.
- Scope of Work: Defines the project's purpose, the specific technical activities in-scope, and a detailed list of out-of-scope responsibilities.
- Project Assumptions: Outlines critical conditions for project execution, including environment cloning, UAT scope, and version alignment.
- Customer Responsibilities: Specifies Shell's obligations, including project list sharing, SSO support, and the role of the Shell Project Manager.
- Commercial Terms: Details the Time and Material pricing model, estimated costs, resource rates, and billing/payment terms.
- Standard Terms and Conditions: Covers project completion criteria, the formal Change Order Procedure, and Subprocessor engagement rules.
- Approvals: Contains the signature blocks for contract execution and stipulates that work cannot commence without a signed SOW and Purchase Order.

Special Terms & Conditions

■ **SOW Terms Precedence:** In case of conflict, the terms of this SOW take precedence over the underlying Master Agreement (No. 60073033).

■ **Formal Change Control:** Any scope or labor impact requires a formal Change Request Procedure using the provided template; work continues unchanged until a change is formally approved in writing.

■ **Subprocessor Approval:** SISW may engage new subcontractors, deemed approved unless Shell objects with a valid privacy reason within 5 business days of notification.

■ **Commencement Condition:** SISW cannot start work until it receives both a signed SOW and a Purchase Order (if applicable) from Shell.

■ **Confidentiality:** The information in the SOW may not be disclosed outside of Shell without SISW's written approval.

Key Assumptions & Constraints

- The Adura Polarion X environment is an 'as-is' clone of the Shell environment, with no new functionalities.
- UAT will only validate cloned 'as-is' functionalities, not new features.
- All Shell users will be disabled in the Adura environment, though IDs remain in historical data.
- Shell and Adura instances will remain on version 2404 for the project duration.
- Shell approves the cloning of its current environment for Adura's use by signing the SOW.
- Services are conducted remotely unless mutually agreed otherwise for on-site work at no additional cost.
- Hypercare support is strictly limited to a maximum of 4 weeks.