

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	5

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
- 5 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." (Page 7, Section 5.1)
2	Responsibilities	Partial	Medium	Section 4 'Customer Responsibilities' and Section 2.3 'Description of Out-of-Scope Responsibilities for SISW' define some responsibilities. However, no formal RACI matrix exists.
3	Schedule	Not Met	High	Section 2.2 states 'The project timeline will be detailed out and updated in the project plan...' No specific Build, Test, or Cutover dates are defined in the SOW body.
4	Licensing	Not Met	High	No mention of temporary licenses for Build, Test, or Cutover phases. No license costs, start dates, or end dates are itemized.
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." (Page 3, Section 1)
6	Sign-off Blocks	Not Met	High	No formal signature blocks for Shell and Siemens (SISW) were found in the provided text. Section 7 is titled 'Approvals' but content was not provided.
7	Change Management	Partial	Medium	Section 6.2 is titled 'Change Order Procedure' and an 'Appendix A – Change Request Form' is listed. However, the detailed procedure and approval workflow are not visible in the excerpt.
8	Risk & Terms Mitigation	Partial	High	Clause states SOW terms take precedence over Master Agreement (Page 3). Clause allows SISW to increase rates annually based on CPI (Page 7). Clause makes Shell responsible for costs from changes in...

#	Pillar	Status	Risk	Key Finding
9	Data Handling	Partial	High	Scope includes 'Extract data... & import' and 'Migrate incremental data after UAT' (Page 3). An out-of-scope item is 'Fixing of any issues related to the extensions removal' (Page 4). No explicit d...

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." (Page 7, Section 5.1)

Evidence:

"All work activity as outlined in this Statement of Work is on a Time and Material basis." (Page 7, Section 5.1)

Recommendation:

Immediately reject the T&M model. Redline the SOW to convert to a Fixed Cost model with a detailed, granular cost breakdown tied to specific deliverables and payment milestones (e.g., 30% upon SOW signing, 40% upon successful data extraction, 30% upon final cutover acceptance).

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. However, no formal RACI matrix exists.

Evidence:

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

Recommendation:

Insert a formal RACI matrix as an appendix, explicitly assigning Responsible, Accountable, Consulted, and Informed parties for each key activity (e.g., data extraction, UAT, cutover) to eliminate ambiguity.

3. Schedule

Status: Not Met | Risk Level: High

Key Finding:

Section 2.2 states 'The project timeline will be detailed out and updated in the project plan...' No specific Build, Test, or Cutover dates are defined in the SOW body.

Evidence:

Section 2.2 states 'The project timeline will be detailed out and updated in the project plan...' No specific Build, Test, or Cutover dates are defined in the SOW body.

Recommendation:

Redline to include a mandatory schedule appendix that explicitly lists the hard deadlines (Build: 2026-01-15, Test: 2026-06-26, Cutover: 2026-10-31) as contractual milestones with associated deliverables and acceptance criteria for each phase.

4. Licensing

Status: Not Met | Risk Level: High

Key Finding:

No mention of temporary licenses for Build, Test, or Cutover phases. No license costs, start dates, or end dates are itemized.

Evidence:

No mention of temporary licenses for Build, Test, or Cutover phases. No license costs, start dates, or end dates are itemized.

Recommendation:

Add a new 'Licensing' section specifying that SISW will provide all necessary temporary Polarion X licenses for the Adura environment at no additional cost, with precise start and end dates covering the Build, Test, and Cutover phases until final handover.

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." (Page 3, Section 1)

Evidence:

"This SOW will be governed by the terms and conditions of the Agreement ('Agreement') between SISW and Shell, with Agreement No. 60073033." (Page 3, Section 1)

Recommendation:

Confirm that Master Agreement 60073033 is the active and correct governing document for this divestment scope. Ensure its liability and termination clauses are robust.

6. Sign-off Blocks

Status: Not Met | Risk Level: High

Key Finding:

No formal signature blocks for Shell and Siemens (SISW) were found in the provided text. Section 7 is titled 'Approvals' but content was not provided.

Evidence:

No formal signature blocks for Shell and Siemens (SISW) were found in the provided text. Section 7 is titled 'Approvals' but content was not provided.

Recommendation:

Mandate the inclusion of a formal signature page with blocks for authorized signatories from both Shell and SISW, including printed names, titles, and dates, before execution.

7. Change Management

Status: Partial | Risk Level: Medium

Key Finding:

Section 6.2 is titled 'Change Order Procedure' and an 'Appendix A – Change Request Form' is listed. However, the detailed procedure and approval workflow are not visible in the excerpt.

Evidence:

Section 6.2 is titled 'Change Order Procedure' and an 'Appendix A – Change Request Form' is listed. However, the detailed procedure and approval workflow are not visible in the excerpt.

Recommendation:

Ensure the Change Order Procedure explicitly states that all changes must be in writing, approved by the Shell Project Manager, and will result in a formal, priced Change Order that amends the SOW's Fixed Cost and schedule before work commences.

8. Risk & Terms Mitigation

Status: Partial | Risk Level: High

Key Finding:

Clause states SOW terms take precedence over Master Agreement (Page 3). Clause allows SISW to increase rates annually based on CPI (Page 7). Clause makes Shell responsible for costs from changes in laws (Page 8).

Evidence:

Clause states SOW terms take precedence over Master Agreement (Page 3). Clause allows SISW to increase rates annually based on CPI (Page 7). Clause makes Shell responsible for costs from changes in laws (Page 8).

Recommendation:

1) Redline to state the Master Agreement terms prevail over the SOW in case of conflict. 2) Remove the CPI-based rate increase clause for this Fixed Cost project. 3) Negotiate to share or assign to vendor the risk for changes in laws occurring after SOW date.

9. Data Handling

Status: Partial | Risk Level: High

Key Finding:

Scope includes 'Extract data... & import' and 'Migrate incremental data after UAT' (Page 3). An out-of-scope item is 'Fixing of any issues related to the extensions removal' (Page 4). No explicit data verification or quality check step is described.

Evidence:

Scope includes 'Extract data... & import' and 'Migrate incremental data after UAT' (Page 3). An out-of-scope item is 'Fixing of any issues related to the extensions removal' (Page 4). No explicit data verification or quality check step is described.

Recommendation:

Add a mandatory 'Data Verification & Acceptance' step before UAT and Cutover. Shell must formally sign off on data completeness and accuracy. Redline to include fixing data extraction/import issues as in-scope for SISW.

RISK ANALYSIS MATRIX

Risk Level	Count	Percentage
Critical	1	11.1%
High	5	55.6%
Medium	2	22.2%
Low	1	11.1%

ACTION ITEMS & RECOMMENDATIONS

1. Pricing Model [Critical Risk]

Immediately reject the T&M; model. Redline the SOW to convert to a Fixed Cost model with a detailed, granular cost breakdown tied to specific deliverables and payment milestones (e.g., 30% upon SOW signing, 40% upon successful data extraction, 30% upon final cutover acceptance).

2. Responsibilities [Medium Risk]

Insert a formal RACI matrix as an appendix, explicitly assigning Responsible, Accountable, Consulted, and Informed parties for each key activity (e.g., data extraction, UAT, cutover) to eliminate ambiguity.

3. Schedule [High Risk]

Redline to include a mandatory schedule appendix that explicitly lists the hard deadlines (Build: 2026-01-15, Test: 2026-06-26, Cutover: 2026-10-31) as contractual milestones with associated deliverables and acceptance criteria for each phase.

4. Licensing [High Risk]

Add a new 'Licensing' section specifying that SISW will provide all necessary temporary Polarion X licenses for the Adura environment at no additional cost, with precise start and end dates covering the Build, Test, and Cutover phases until final handover.

5. Sign-off Blocks [High Risk]

Mandate the inclusion of a formal signature page with blocks for authorized signatories from both Shell and SISW, including printed names, titles, and dates, before execution.

6. Change Management [Medium Risk]

Ensure the Change Order Procedure explicitly states that all changes must be in writing, approved by the Shell Project Manager, and will result in a formal, priced Change Order that amends the SOW's Fixed Cost and schedule before work commences.

7. Risk & Terms Mitigation [High Risk]

1) Redline to state the Master Agreement terms prevail over the SOW in case of conflict. 2) Remove the CPI-based rate increase clause for this Fixed Cost project. 3) Negotiate to share or assign to vendor the risk for changes in laws occurring after SOW date.

8. Data Handling [High Risk]

Add a mandatory 'Data Verification & Acceptance' step before UAT and Cutover. Shell must formally sign off on data completeness and accuracy. Redline to include fixing data extraction/import issues as in-scope for SISW.

SOW CONTENT SUMMARY

Document Overview

This Statement of Work (SOW) outlines a data extraction and migration project between Siemens Industry Software Netherlands B.V. (SISW) and SHELL U.K. LIMITED. The project, titled 'Adura - Polarion Deployment,' is initiated to support the operational independence of Adura, a newly formed joint venture between Equinor and Shell. The core objective is to extract specific project data and configuration from Shell's existing Polarion environment and import it into Adura's new Polarion X infrastructure, thereby enabling Adura to manage its projects separately from Shell's systems. This work is critical for the divestment and establishment of Adura's standalone IT capabilities, ensuring business continuity and data integrity for key projects such as Gannet & Nelson, Penguins, Shearwater, and Price & West of Shetland.

Parties Involved

Vendor:	Siemens Industry Software Netherlands B.V. (SISW)
Client:	SHELL U.K. LIMITED (Shell)
Vendor Role:	Provide professional services for data extraction, configuration migration, SSO setup, testing, documentation, 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 data from specified Shell Polarion projects (Gannet & Nelson, Penguins, Shearwater, Price & West of Shetland) and import into Adura's Polarion X environment.
- Export and import the 'as-is' Shell Polarion configuration, removing unsupported extensions for Polarion X compatibility.
- Disable all legacy Shell user accounts in the Adura environment while preserving user IDs in historical data.
- Configure single sign-on (SSO), perform smoke testing, and provide a maximum 4-week hypercare period post-migration.
- Explicitly excludes creation of new Adura users, data cleansing activities, customization of software, and fixing issues related to extension removal.
- Assumes the Adura environment is a cloned copy of the Shell environment and that both instances remain on version 2404 during the project.

Key Deliverables

- Migrated Data & Configuration: Successfully extracted and imported project data and 'as-is' configuration into the Adura Polarion X environment.

- Documentation for CAPS Team: Prepared materials to support the client's team.
- Project Management Artifacts: Detailed project plan and progress tracking via the Advantedge Project Execution system (A-PE).
- Post-UAT Data Increment: One incremental data upload following User Acceptance Testing.
- Hypercare Support: Timeboxed support period following the migration.

Project Timeline

The SOW references a high-level project timeline to be detailed in a subsequent project plan. Key project phases include data extraction, configuration migration, extension removal, UAT validation, incremental data migration, and a defined hypercare period. The document is valid until 31/08/2025, indicating the expected timeframe for project execution and agreement.

Cost Structure

The engagement is based on a Time and Material model with an estimated total cost of €54,462. This estimate is derived from 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. Services are invoiced monthly. The SOW includes provisions for rate increases effective October 1 each year based on the Netherlands Consumer Price Index (CPI). Premium rates apply for work performed after hours (150%) or on weekends (200%). Travel and living expenses beyond the defined scope will be billed separately.

Technology Stack

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

Document Structure

- Introduction: Establishes the project context, governing agreement (No. 60073033), and the 'Solution Leadership' engagement model on a time and material basis.
- Scope of Work: Defines the specific data extraction, migration, and configuration tasks, along with a detailed list of out-of-scope responsibilities.
- Project Assumptions: Lists critical preconditions for the project, including environment cloning, user management, and version alignment.
- Customer Responsibilities: Details Shell's obligations, including project list sharing, SSO support, and the role of the Shell Project Manager.
- Commercial Terms: Specifies the Time and Material pricing model, estimated costs, resource rates, and billing terms.
- Standard Terms and Conditions: Covers project completion criteria, change order procedures, and subcontractor engagement rules.
- Approvals: Contains signature blocks for both parties and instructions for project commencement.
- Appendix A – Change Request Form: Provides the template for managing scope changes.

Special Terms & Conditions

- SOW terms take precedence over conflicting terms in the overarching Master Agreement (No. 60073033).
- Project completion is defined as the performance of in-scope activities, not the achievement of specific business outcomes, due to the T&M model.
- SISW may engage new subcontractors (Sub-processors) with approval deemed granted if the client does not object within 5 business days.
- Work cannot commence until SISW receives both a signed SOW and a valid Purchase Order from Shell.
- The SOW is confidential and may not be disclosed outside of Shell without SISW's written approval.

Key Assumptions & Constraints

- The Adura Polaris X environment is an 'as-is' clone of the Shell environment, with no new functionalities.
- User Acceptance Testing (UAT) will only validate cloned 'as-is' functionalities, not new features.
- All Shell users will be disabled in the Adura environment, with IDs retained for historical reference.
- Shell and Adura instances will remain on the same software version (2404) throughout the project.
- Hypercare support is strictly timeboxed to a maximum of 4 weeks.
- SISW will perform only one incremental data upload after UAT completion.