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	3
Not Met	5
Critical Issues	2
High Risk Issues	3

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 5 areas requiring remediation. Key Findings: • 1 of 9 pillars meet all requirements • 3 pillars show partial compliance • 5 pillars require immediate remediation • 2 critical issues identified • 3 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." (Section 5.1)
2	Responsibilities	Partial	Medium	Section 4 'Customer Responsibilities' and Section 2.3 'Out-of-Scope Responsibilities for SISW' define some responsibilities, but no RACI matrix. Shell responsibilities include broad obligations lik...
3	Schedule	Not Met	High	Document references a 'highlevel project timeline' picture (Section 2.2) but provides no specific dates. No alignment with provided project timeline (Build: 2026-01-15, Test: 2026-02-15, Cutover: 2...
4	Licensing	Not Met	High	No mention of temporary licenses for Build, Test, or Cutover phases. No license costs itemized. Assumption 3.1.d mentions environments remain on same version but does not address license provisioning.
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." (Section 1)
6	Sign-off Blocks	Not Met	Medium	No formal signature blocks for Shell and Vendor representatives found in the provided text. Document ends mid-sentence in Section 6.2.
7	Change Management	Partial	Medium	Section 6.2 'Change Order Procedure' is cut off. Appendix A references a 'Change Request Form'. Section 3 references changes being handled via 'written change request'.

#	Pillar	Status	Risk	Key Finding
8	Risk & Terms Mitigation	Not Met	Critical	Multiple vendor-favoring clauses: SOW terms take precedence over Master Agreement (Section 1). Vendor can increase rates annually based on CPI (Section 5.1). Shell responsible for cost/delays from ...
9	Data Handling	Partial	High	Scope includes data extraction (Section 2.1). Mentions 'smoke testing' and 'UAT' but no explicit data verification step before cutover. No defined process for data quality checks or carve-out verif...

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." (Section 5.1)

Evidence:

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

Recommendation:

Immediately reject T&M; model. Redline to convert to Fixed Cost with detailed cost breakdown by phase (Build, Test, Cutover) and clear payment milestones tied to deliverables. Include a not-to-exceed clause.

2. Responsibilities

Status: Partial | Risk Level: Medium

Key Finding:

Section 4 'Customer Responsibilities' and Section 2.3 'Out-of-Scope Responsibilities for SISW' define some responsibilities, but no RACI matrix. Shell responsibilities include broad obligations like providing 'all information... which are required by SISW'.

Evidence:

Section 4 'Customer Responsibilities' and Section 2.3 'Out-of-Scope Responsibilities for SISW' define some responsibilities, but no RACI matrix. Shell responsibilities include broad obligations like providing 'all information... which are required by SISW'.

Recommendation:

Add a formal RACI matrix in an appendix. Redline Section 4 to make Shell responsibilities specific and reasonable (e.g., 'Shell will provide access to listed systems by X date') to prevent vendor from blaming delays on Shell.

3. Schedule

Status: Not Met | Risk Level: High

Key Finding:

Document references a 'highlevel project timeline' picture (Section 2.2) but provides no specific dates. No alignment with provided project timeline (Build: 2026-01-15, Test: 2026-02-15, Cutover: 2026-03-31).

Evidence:

Document references a 'highlevel project timeline' picture (Section 2.2) but provides no specific dates. No alignment with provided project timeline (Build: 2026-01-15, Test: 2026-02-15, Cutover: 2026-03-31).

Recommendation:

Redline to insert a detailed schedule table with specific start/end dates for Build, Test, and Cutover phases, aligning with the hard deadlines. Include key milestone dates for deliverables and Shell review gates.

4. Licensing

Status: Not Met | Risk Level: High

Key Finding:

No mention of temporary licenses for Build, Test, or Cutover phases. No license costs itemized. Assumption 3.1.d mentions environments remain on same version but does not address license provisioning.

Evidence:

No mention of temporary licenses for Build, Test, or Cutover phases. No license costs itemized. Assumption 3.1.d mentions environments remain on same version but does not address license provisioning.

Recommendation:

Add a new 'Licensing' section. Specify that SISW will provide all necessary temporary licenses for Build, Test, and Adura Cutover environments at no additional cost, with clear start and end dates. Itemize any license fees separately in pricing.

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." (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." (Section 1)

Recommendation:

Verify that Master Agreement 60073033 contains favorable terms for Shell (e.g., liability, indemnity, termination). Ensure the SOW clause stating SOW terms take precedence over the Agreement is removed, as it is a major risk.

6. Sign-off Blocks

Status: Not Met | Risk Level: Medium

Key Finding:

No formal signature blocks for Shell and Vendor representatives found in the provided text. Document ends mid-sentence in Section 6.2.

Evidence:

No formal signature blocks for Shell and Vendor representatives found in the provided text. Document ends mid-sentence in Section 6.2.

Recommendation:

Ensure the final SOW document includes a formal signature page with blocks for authorized signatories from both Shell and Siemens Industry Software Netherlands B.V., including printed names, titles, and dates.

7. Change Management

Status: Partial | Risk Level: Medium

Key Finding:

Section 6.2 'Change Order Procedure' is cut off. Appendix A references a 'Change Request Form'. Section 3 references changes being handled via 'written change request'.

Evidence:

Section 6.2 'Change Order Procedure' is cut off. Appendix A references a 'Change Request Form'. Section 3 references changes being handled via 'written change request'.

Recommendation:

Redline to complete Section 6.2 with a clear change order procedure: Shell-initiated changes require written CR, vendor must provide fixed-cost impact assessment within 5 business days, and changes require written approval from Shell Project Manager before commencement.

8. Risk & Terms Mitigation

Status: Not Met | Risk Level: Critical

Key Finding:

Multiple vendor-favoring clauses: SOW terms take precedence over Master Agreement (Section 1). Vendor can increase rates annually based on CPI (Section 5.1). Shell responsible for cost/delays from law changes after signing (Section 6). Vendor retains ownership of SOW (Section 6).

Evidence:

Multiple vendor-favoring clauses: SOW terms take precedence over Master Agreement (Section 1). Vendor can increase rates annually based on CPI (Section 5.1). Shell responsible for cost/delays from law changes after signing (Section 6). Vendor retains ownership of SOW (Section 6).

Recommendation:

Critical redlines: 1) Delete clause that SOW terms override Master Agreement. 2) Delete annual rate increase clause. 3) Delete clause making Shell responsible for post-signing law changes. 4) Add Shell-favorable liability, indemnity, and termination clauses referencing the Master Agreement.

9. Data Handling

Status: Partial | Risk Level: High

Key Finding:

Scope includes data extraction (Section 2.1). Mentions 'smoke testing' and 'UAT' but no explicit data verification step before cutover. No defined process for data quality checks or carve-out verification.

Evidence:

Scope includes data extraction (Section 2.1). Mentions 'smoke testing' and 'UAT' but no explicit data verification step before cutover. No defined process for data quality checks or carve-out verification.

Recommendation:

> **Redline Scope (2.1) to add a mandatory 'Data Verification & Sign-off' step before Cutover. Shell must verify completeness and quality of extracted data in the test environment. Add a clause that Cutover will not proceed without Shell's written data verification approval.**

RISK ANALYSIS MATRIX

Risk Level	Count	Percentage
Critical	2	22.2%
High	3	33.3%
Medium	3	33.3%
Low	1	11.1%

ACTION ITEMS & RECOMMENDATIONS

1. Pricing Model [Critical Risk]

Immediately reject T&M; model. Redline to convert to Fixed Cost with detailed cost breakdown by phase (Build, Test, Cutover) and clear payment milestones tied to deliverables. Include a not-to-exceed clause.

2. Responsibilities [Medium Risk]

Add a formal RACI matrix in an appendix. Redline Section 4 to make Shell responsibilities specific and reasonable (e.g., 'Shell will provide access to listed systems by X date') to prevent vendor from blaming delays on Shell.

3. Schedule [High Risk]

Redline to insert a detailed schedule table with specific start/end dates for Build, Test, and Cutover phases, aligning with the hard deadlines. Include key milestone dates for deliverables and Shell review gates.

4. Licensing [High Risk]

Add a new 'Licensing' section. Specify that SISW will provide all necessary temporary licenses for Build, Test, and Adura Cutover environments at no additional cost, with clear start and end dates. Itemize any license fees separately in pricing.

5. Sign-off Blocks [Medium Risk]

Ensure the final SOW document includes a formal signature page with blocks for authorized signatories from both Shell and Siemens Industry Software Netherlands B.V., including printed names, titles, and dates.

6. Change Management [Medium Risk]

Redline to complete Section 6.2 with a clear change order procedure: Shell-initiated changes require written CR, vendor must provide fixed-cost impact assessment within 5 business days, and changes require written approval from Shell Project Manager before commencement.

7. Risk & Terms Mitigation [Critical Risk]

Critical redlines: 1) Delete clause that SOW terms override Master Agreement. 2) Delete annual rate increase clause. 3) Delete clause making Shell responsible for post-signing law changes. 4) Add Shell-favorable liability, indemnity, and termination clauses referencing the Master Agreement.

8. Data Handling [High Risk]

Redline Scope (2.1) to add a mandatory 'Data Verification & Sign-off' step before Cutover. Shell must verify completeness and quality of extracted data in the test environment. Add a clause that Cutover will not proceed without Shell's written data verification approval.

SOW CONTENT SUMMARY

Document Overview

This Statement of Work (SOW) outlines a data extraction and migration project for Shell U.K. Limited, executed by Siemens Industry Software Netherlands B.V. (SISW). 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 as an independent entity, ensuring continuity of project data and system functionality. The SOW is governed by a master agreement and establishes a time-and-materials engagement model for the services.

Parties Involved

Vendor:	Siemens Industry Software Netherlands B.V. (SISW)
Client:	SHELL U.K. LIMITED
Vendor Role:	Provide professional services for data extraction, migration, configuration, testing, and project management under the 'Solution Leadership' engagement model.
Client Role:	Provide necessary project information, support SSO setup, fulfill project manager responsibilities, and grant timely approvals and decisions to enable SISW's work.

Scope Highlights

• Extract and migrate data from specific Shell Polarion projects (Gannet & Nelson, Penguins, Shearwater, Price & West of Shetland) to the Adura 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) and perform one incremental data upload after User Acceptance Testing (UAT).

• Explicitly excludes creation of new Adura users, fixing issues from extension removal, data cleansing, and custom software development.

• Includes project management, smoke testing, hypercare support (timeboxed to 4 weeks), and preparation of documentation for the CApS team.

Key Deliverables

• Migrated Data and Configuration: Successfully transferred project data and 'as-is' configuration to the Adura Polarion X environment.

• Documentation for CApS Team: Prepared materials to support the client's CApS (likely Capital Projects) team.

• Project Management Artifacts: Detailed project plan and progress tracking via the Advantedge Project Execution (A-PE) system.

• Validated System: A UAT-validated Adura Polarion X environment with SSO configured and legacy users disabled.

Project Timeline

The SOW document references a high-level project timeline to be detailed in a subsequent project plan. Key temporal constraints include a hypercare period limited to a maximum of 4 weeks and the performance of one incremental data upload after UAT. The SOW itself is valid until August 31, 2025, and work cannot commence until a signed SOW and applicable purchase order are received by SISW.

Cost Structure

The engagement is based on a Time and Material pricing model with an estimated total cost of €54,462. This estimate is derived from specific daily rates for Solution Architects (€1,878/day) and Project Managers (€1,878/day), allocated over 5 and 24 estimated mandays, respectively. Invoicing occurs monthly as services are performed. Rates are subject to annual adjustment based on the Netherlands Consumer Price Index (CPI) effective October 1. 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 (A-PE) system

Document Structure

• Introduction: Establishes the project context, governing agreement, and the precedence of SOW terms over conflicting master agreement terms.

• Scope of Work: Defines the specific data extraction, migration, and configuration tasks, along with explicit out-of-scope responsibilities.

• Project Assumptions: Lists critical conditions regarding the environment state, user management, versioning, and project execution logistics.

• Customer Responsibilities: Details Shell's obligations, including project list provision, SSO support, information sharing, and project manager duties.

• Commercial Terms: Specifies the Time and Material pricing model, estimated costs, resource rates, and billing/payment terms.

• Standard Terms and Conditions: Covers project completion criteria, change order procedures, subcontractor engagement, and confidentiality.

• Approvals: Contains signature blocks for contract execution and instructions for purchase order issuance.

Special Terms & Conditions

■ **SOW terms take precedence over any conflicting terms in the master Agreement (No. 60073033).**

■ **Change requests must follow a formal procedure using the provided Change Request Form, with SISW providing a written estimate within 10 working days of request.**

■ **SISW may engage subcontractors (Sub-processors) with approval deemed granted if the client does not object within 5 business days on valid privacy grounds.**

■ **Services are considered complete when the specified in-scope activities have been performed, not upon achievement of broader business goals.**

■ **The SOW is confidential and 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, excluding unsupported extensions, with no new functionality added.

• Shell and Adura instances will remain on the same software version (2404) throughout the project.

• UAT will only validate the cloned 'as-is' functionalities, not new features or changes.

• Shell approves the cloning of its current environment for use within Adura by signing the SOW.

• Services will be conducted remotely unless mutually agreed to perform tasks on-site at no additional cost.

• Hypercare support is strictly limited to a maximum duration of 4 weeks.