

Further Competition Order Form Template

CALL-OFF REFERENCE: PR 2021 033

THE BUYER: Crown Prosecution Service

BUYER ADDRESS 102 Petty France
London
SW1H 9EA

SUPPLIER REFERENCE **RM3808-1338**

THE SUPPLIER: Vodafone Ltd

SUPPLIER ADDRESS: Vodafone House, The Connection, RG14 2FN

REGISTRATION NUMBER: 01471587

DUNS NUMBER: 226488435

SID4GOV ID:

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 30/06/2022. It's issued under the Framework Contract with the reference number RM3808-1338 for the provision of Network Services.

CALL-OFF LOT(S):

Lot 6: Mobile voice and data services

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM3808
3. The following Schedules in equal order of precedence:
 - Joint Schedules for framework reference number RM3808-1338
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)

- Call-Off Schedules for [Call-Off reference number PR-2021-033 **RM3808-1338**]
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 11 (Installation Works)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)

4. CCS Core Terms (version 3.0.4)
5. Joint Schedule 5 (Corporate Social Responsibility)
6. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

Special Term 1

The Supplier shall be certified as compliant with:

- (a) ISO/IEC 27001:2013 by a United Kingdom Accreditation Service- approved certification body or is included within the scope of an existing certification of compliance with ISO/IEC 27001:2013; and
- (b) Cyber Essentials,

Special Term 2

The Supplier shall, at its own cost and expense procure and conduct:

- (a) testing of the Information Management System by a CHECK Service Provider or a CREST Service Provider (“IT Health Check”)

Special Term 3

Please see the following clauses which have been amended from the original RM3808 Call-Off Schedule 13 Implementation Plan and Testing and incorporated as special terms:

2.4 Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within ten (10) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

2.6 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance at least once a week.

3.1 Subject to Paragraph 3.3, the Supplier shall keep the Implementation Plan under review in accordance with the Buyer's instructions and ensure that it is updated at least once a week.

3.3 Changes to any implementation dates, Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Variation Procedure.

Special Term 4

Schedule 13 introduces the concept of "mobilisation" which is set out within the requirements (Schedule 2).

Special Term 5

As part of schedule 10 (Exit Management), the exit plan to be provided by the supplier shall reflect OFCOM regulated process. If further termination assistance is required by the buyer, the supplier shall provide a professional services rate card which will be chargeable at the end of the agreement.

Special Term 6

As part of schedule 13 (Implementation Plan and Testing), the supplier shall provide the high-level implementation plan and any subsequent iterations of the implementation plan based on the template submitted within their tender response.

Special Term 7

Contract management for this contract will be delivered in line with the Network services (REF PR 117 2019/ Supplier REF RM3808-0720) contract management Schedule 15 (Call – off Contract Management) up until that contract terminates. The Buyer may amend or vary that schedule through the contract change process at any time and any amendments will take into consideration this contract and impacts will reflect on both. All contractual governance will be mirrored in both contracts.

CALL-OFF START DATE	1 st July 2022
CALL-OFF EXPIRY DATE	30 th June 2025
CALL-OFF INITIAL PERIOD	3 Years
CALL-OFF OPTIONAL EXTENSION PERIOD	Not Applicable

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION

30 Days

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification)

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £270,158.

CALL-OFF CHARGES

The total contract value is up to £875,274 excluding VAT for three years.

See details in Call-Off Schedule 5 (Pricing Details)

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4 and 5 in Framework Schedule 3 (Framework Prices).

The Charges will not be impacted by any change to the Framework Prices.

REIMBURSABLE EXPENSES

Not recoverable

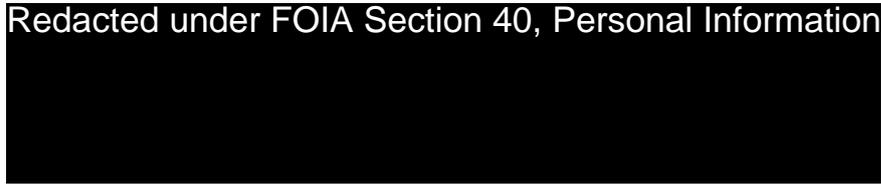
PAYMENT METHOD

The payment method for this contract shall be via BACs.

BUYER'S INVOICE ADDRESS:

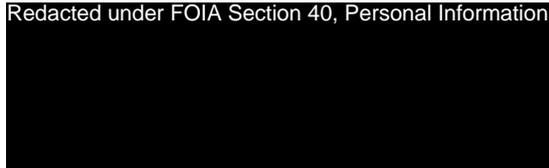
Crown Prosecution Service Invoice team

Redacted under FOIA Section 40, Personal Information



BUYER'S AUTHORISED REPRESENTATIVE

Redacted under FOIA Section 40, Personal Information



BUYER'S ENVIRONMENTAL POLICY

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender).

STAFF TRANSFER

Not Applicable

QUALITY PLAN

Not Applicable

MAINTENANCE OF ICT ENVIRONMENT

Not Applicable

BUSINESS CONTINUITY AND DISASTER RECOVERY

Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

In accordance with Call-Off Schedule 8 (Business Continuity and Disaster Recovery) Part A, the Supplier's BCDR Plan at Annex 1 will apply.

SECURITY REQUIREMENTS

Review Call-Off Schedule 9 (Security)

In accordance with Call-Off Schedule 9, Part A (Short Form Security Requirements) applies.

BUYER'S SECURITY POLICY

Review Call-Off Schedule 9 (Security)

INFORMATION SECURITY MANAGEMENT SYSTEM (ISMS)

Not Applicable

CLUSTERING

Not Applicable

SERVICE LEVELS AND SERVICE CREDITS

Review Call-Off Schedule 14 (Service Levels); where Call-Off Schedule 14 Part B has been selected. Service Maintenance Level 1 applies.

PERFORMANCE MONITORING

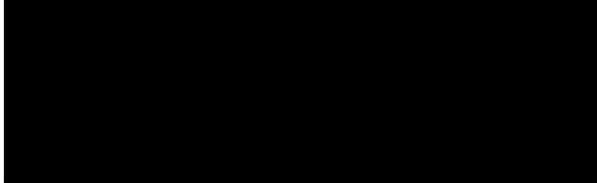
Review Call-Off Schedule 14 (Service Levels)

Additional performance monitoring required:

Not Applicable

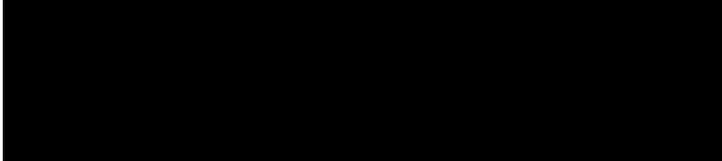
SUPPLIER'S AUTHORISED REPRESENTATIVE

Redacted under FOIA Section 40, Personal Information



SUPPLIER'S CONTRACT MANAGER

Redacted under FOIA Section 40, Personal Information



PROGRESS REPORT FREQUENCY

On or before the 8th Working Day of each calendar month.

PROGRESS MEETING FREQUENCY

Quarterly on or before the 10th Working Day of each quarter.

OPERATIONAL BOARD

Not Applicable

KEY STAFF

Not Applicable

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Supplier's Commercially Sensitive Information

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	Redacted under FOIA Section 40, Personal Information	Signature:	Redacted under FOIA Section 40, Personal Information
Name:	Redacted under FOIA Section 40, Personal Information	Name:	Redacted under FOIA Section 40, Personal Information
Role:	Redacted under FOIA Section 40, Personal Information	Role:	Redacted under FOIA Section 40, Personal Information
Date:	26 July 2022 08:53 BST	Date:	25 July 2022 20:07 BST



Crown
Commercial
Service

Core Terms

1. Definitions used in the contract

1.1. Interpret this Contract using Joint Schedule 1 (Definitions).

2. How the contract works

2.1. The Supplier is eligible for the award of Call-Off Contracts during the Framework Contract Period.

2.2. CCS doesn't guarantee the Supplier any exclusivity, quantity or value of work under the Framework Contract.

2.3. CCS has paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.

2.4. If the Buyer decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using Framework Schedule 6 (Order Form Template and Call-Off Schedules). If allowed by the Regulations, the Buyer can:

- make changes to Framework Schedule 6 (Order Form Template and Call-Off Schedules)
- create new Call-Off Schedules
- exclude optional template Call-Off Schedules
- use Special Terms in the Order Form to add or change terms

2.5. Each Call-Off Contract:

- is a separate Contract from the Framework Contract
- is between a Supplier and a Buyer
- includes Core Terms, Schedules and any other changes or items in the completed Order Form
- survives the termination of the Framework Contract

2.6. Where the Supplier is approached by an eligible buyer requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this Framework Contract before accepting their order. The Supplier will promptly notify CCS if the eligible buyer won't use this Framework Contract.

2.7. The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.

2.8. The Supplier won't be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:

- verify the accuracy of the Due Diligence Information
- properly perform its own adequate checks

- 2.9. CCS and the Buyer won't be liable for errors, omissions or misrepresentation of any information.
- 2.10. The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

3. What needs to be delivered

3.1. All deliverables

3.1.1. The Supplier must provide Deliverables:

- that comply with the Specification, the Framework Tender Response and, in relation to a Call-Off Contract, the Call-Off Tender (if there is one)
- to a professional standard
- using reasonable skill and care
- using Good Industry Practice
- using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract
- on the dates agreed
- that comply with Law

3.1.2. The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

3.2. Goods clauses

3.2.1. All Goods delivered must be new, or as new if recycled, unused and of recent origin.

3.2.2. All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.

3.2.3. The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.

3.2.4. Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.

3.2.5. The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.

3.2.6. The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.

3.2.7. The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.

- 3.2.8. All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 3.2.9. The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 3.2.10. The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- 3.2.11. The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- 3.2.12. The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with Clause 3. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.

3.3. Services clauses

- 3.3.1. Late Delivery of the Services will be a Default of a Call-Off Contract.
- 3.3.2. The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.
- 3.3.3. The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.
- 3.3.4. The Supplier must allocate sufficient resources and appropriate expertise to each Contract.
- 3.3.5. The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 3.3.6. The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- 3.3.7. The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

4. Pricing and payments

- 4.1. In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.

- 4.2. CCS must invoice the Supplier for the Management Charge and the Supplier must pay it using the process in Framework Schedule 5 (Management Charges and Information).
- 4.3. All Charges and the Management Charge:
- exclude VAT, which is payable on provision of a valid VAT invoice
 - include all costs connected with the Supply of Deliverables
- 4.4. The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.
- 4.5. A Supplier invoice is only valid if it:
- includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer
 - includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any)
 - doesn't include any Management Charge (the Supplier must not charge the Buyer in any way for the Management Charge)
- 4.6. The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- 4.7. The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, CCS or the Buyer can publish the details of the late payment or non-payment.
- 4.8. If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables and that cost is reimbursable by the Buyer, then CCS or the Buyer may either:
- require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items
 - enter into a direct agreement with the Subcontractor or third party for the relevant item
- 4.9. If CCS or the Buyer uses Clause 4.8 then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.
- 4.10. CCS and the Buyer's right to enter into a direct agreement for the supply of the relevant items is subject to both:
- the relevant item being made available to the Supplier if required to provide the Deliverables

- any reduction in the Framework Prices (and where applicable, the Charges) excludes any unavoidable costs that must be paid by the Supplier for the substituted item, including any licence fees or early termination charges

4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless they're ordered to do so by a court.

5. The buyer's obligations to the supplier

5.1. If Supplier Non-Performance arises from an Authority Cause:

- neither CCS or the Buyer can terminate a Contract under Clause 10.4.1
- the Supplier is entitled to reasonable and proven additional expenses and to relief from Delay Payments, liability and Deduction under this Contract
- the Supplier is entitled to additional me needed to make the Delivery
- the Supplier cannot suspend the ongoing supply of Deliverables

5.2. Clause 5.1 only applies if the Supplier:

- gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware
- demonstrates that the Supplier Non-Performance only happened because of the Authority Cause
- mitigated the impact of the Authority Cause

6. Record keeping and reporting

6.1. The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form.

6.2. The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for 7 years after the End Date.

6.3. The Supplier must allow any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit.

6.4. The Supplier must provide information to the Auditor and reasonable co-operation at their request.

6.5. If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:

- tell the Relevant Authority and give reasons
- propose corrective action
- provide a deadline for completing the corrective action

6.6. The Supplier must provide CCS with a Self Audit Certificate supported by an audit

report at the end of each Contract Year. The report must contain:

- the methodology of the review
- the sampling techniques applied
- details of any issues
- any remedial action taken

6.7. The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is qualified in either a relevant audit or financial discipline.

7. Supplier staff

7.1. The Supplier Staff involved in the performance of each Contract must:

- be appropriately trained and qualified
- be vetted using Good Industry Practice and the Security Policy
- comply with all conduct requirements when on the Buyer's Premises

7.2. Where a Buyer decides one of the Supplier's Staff isn't suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.

7.3. If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.

7.4. The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.

7.5. The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

8. Rights and protection

8.1. The Supplier warrants and represents that:

- it has full capacity and authority to enter into and to perform each Contract
- each Contract is executed by its authorised representative
- it is a legally valid and existing organisation incorporated in the place it was formed
- there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract
- it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract
- it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract
- it is not impacted by an Insolvency Event

- it will comply with each Call-Off Contract
- 8.2. The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 8.3. The Supplier indemnifies both CCS and every Buyer against each of the following:
- wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract
 - non-payment by the Supplier of any tax or National Insurance
- 8.4. All claims indemnified under this Contract must use Clause 26.
- 8.5. CCS or a Buyer can terminate the Contract for breach of any warranty or indemnity where they are entitled to do so.
- 8.6. If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.
- 8.7. All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

9. Intellectual Property Rights (IPRs)

- 9.1. Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:
- receive and use the Deliverables
 - make use of the deliverables provided by a Replacement Supplier
- 9.2. Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.
- 9.3. Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 9.4. Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.
- 9.5. If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 9.6. If an IPR Claim is made or anticipated the Supplier must at its own expense and the

Buyer's sole option, either:

- obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR
- replace or modify the relevant item with substitutes that don't infringe IPR without adversely affecting the functionality or performance of the Deliverables

10. Ending the contract

10.1. The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.

10.2. The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.

10.3. Ending the contract without a reason

10.3.1. CCS has the right to terminate the Framework Contract at any time without reason or liability by giving the Supplier at least 30 days' notice and if it's terminated Clause 10.5.2 to 10.5.7 applies.

10.3.2. Each Buyer has the right to terminate their Call-Off Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice and if it's terminated Clause 10.5.2 to 10.5.7 applies.

10.4. When CCS or the buyer can end a contract

10.4.1. If any of the following events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

- there's a Supplier Insolvency Event
- there's a Contract Default that is not corrected in line with an accepted Rectification Plan
- the Relevant Authority rejects a Rectification Plan or the Supplier does not provide it within 10 days of the request
- there's any material default of the Contract
- there's a Default of Clauses 2.10, 9, 14, 15, 27, 32 or Framework Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract
- there's a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management)
- there's a Change of Control of the Supplier which isn't pre-approved by the Relevant Authority in writing
- there's a Variation to a Contract which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes)
- if the Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded
- the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (TFEU) to declare that the Contract should not

have been awarded to the Supplier because of a serious breach of the TFEU or the Regulations

- the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them

10.4.2. CCS may terminate the Framework Contract if a Buyer terminates a Call-Off Contract for any of the reasons listed in Clause 10.4.1.

10.4.3. If there is a Default, the Relevant Authority can, without limiting its other rights, request that the Supplier provide a Rectification Plan.

10.4.4. When the Relevant Authority receives a requested Rectification Plan it can either:

- reject the Rectification Plan or revised Rectification Plan, giving reasons
- accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties

10.4.5. Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:

- must give reasonable grounds for its decision
- may request that the Supplier provides a revised Rectification Plan within 5 Working Days

10.4.6. If any of the events in 73 (1) (a) to (c) of the Regulations happen, the Relevant Authority has the right to immediately terminate the Contract and Clause 10.5.2 to 10.5.7 applies.

10.5. **What happens if the contract ends**

Where the Relevant Authority terminates a Contract under Clause 10.4.1 all of the following apply:

10.5.1. The Supplier is responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.

10.5.2. The Buyer's payment obligations under the terminated Contract stop immediately.

10.5.3. Accumulated rights of the Parties are not affected.

10.5.4. The Supplier must promptly delete or return the Government Data except where required to retain copies by law.

10.5.5. The Supplier must promptly return any of CCS or the Buyer's property provided under the terminated Contract.

10.5.6. The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).

10.5.7. The following Clauses survive the termination of each Contract: 3.2.10, 6, 7.2, 9, 11, 14, 15, 16, 17, 18, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

10.6. **When the supplier can end the contract**

10.6.1. The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate a Call-Off Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the annual Contract Value within 30 days of the date of the Reminder Notice.

10.6.2. If a Supplier terminates a Call-Off Contract under Clause 10.6.1:

- the Buyer must promptly pay all outstanding Charges incurred to the Supplier
- the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated
- Clauses 10.5.4 to 10.5.7 apply

10.7. **When subcontracts can be ended**

At the Buyer's request, the Supplier must terminate any Subcontracts in any of the following events:

- there is a Change of Control of a Subcontractor which isn't pre-approved by the Relevant Authority in writing
- the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4
- a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority

10.8. **Partially ending and suspending the contract**

10.8.1. Where CCS has the right to terminate the Framework Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Call-Off Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Call-Off Contracts that have already been signed.

10.8.2. Where CCS has the right to terminate a Framework Contract it is entitled to terminate all or part of it.

10.8.3. Where the Buyer has the right to terminate a Call-Off Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends a Contract it can provide the Deliverables itself or buy them from a third party.

10.8.4. The Relevant Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.

10.8.5. The Parties must agree any necessary Variation required by Clause 10.8 using the Variation Procedure, but the Supplier may not either:

- reject the Variation

- increase the Charges, except where the right to partial termination is under Clause 10.3

10.8.6. The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.8.

11. How much you can be held responsible for

11.1. Each Party's total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is no more than £100,000.

11.2. Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified in the Call-Off Order Form

11.3. No Party is liable to the other for:

- any indirect Losses
- Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect)

11.4. In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following:

- its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors
- its liability for bribery or fraud or fraudulent misrepresentation by it or its employees
- any liability that cannot be excluded or limited by Law
- its obligation to pay the required Management Charge or Default Management Charge

11.5. In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3, 9.5, 12.2 or 14.9 or Call-Off Schedule 2 (Staff Transfer) of a Contract.

11.6. Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.

11.7. When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:

- Deductions
- any items specified in Clause 11.5

11.8. If more than one Supplier is party to a Contract, each Supplier Party is fully

responsible for both their own liabilities and the liabilities of the other Suppliers.

12. Obeying the law

- 12.1. The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).
- 12.2. The Supplier indemnifies CCS and every Buyer against any costs resulting from any Default by the Supplier relating to any applicable Law to do with a Contract.
- 12.3. The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

13. Insurance

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Order Form.

14. Data protection

- 14.1. The Relevant Authority is the Controller and the Supplier is the Processor for the purposes of the Data Protection Legislation.
- 14.2. The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).
- 14.3. The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 14.4. The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.
- 14.5. The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.
- 14.6. If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.
- 14.7. If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:
 - tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier
 - restore the Government Data itself or using a third party

14.8. The Supplier must pay each Party's reasonable costs of complying with Clause 14.7 unless CCS or the Buyer is at fault.

14.9. The Supplier:

- must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request
- must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading
- must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice
- securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it
- indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protec on Legislation.

15. What you must keep confidential

15.1. Each Party must:

- keep all Confidential Information it receives confidential and secure
- not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, except for the purposes anticipated under the Contract
- immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information

15.2. In spite of Clause 15.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

- where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure
- if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party
- if the information was given to it by a third party without obligation of confidentiality
- if the information was in the public domain at the time of the disclosure
- if the information was independently developed without access to the Disclosing Party's Confidential Information
- to its auditors or for the purposes of regulatory requirements
- on a confidential basis, to its professional advisers on a need-to-know basis
- to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010

15.3. The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations

under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.

15.4. CCS or the Buyer may disclose Confidential Information in any of the following cases:

- on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer
- on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to
- if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions
- where requested by Parliament
- under Clauses 4.7 and 16

15.5. For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.

15.6. Transparency Information is not Confidential Information.

15.7. The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

16. When you can share information

16.1. The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information.

16.2. Within the required timescales the Supplier must give CCS and each Buyer full co-operation and information needed so the Buyer can:

- publish the Transparency Information
- comply with any Freedom of Information Act (FOIA) request
- comply with any Environmental Information Regulations (EIR) request

16.3. The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority's decision, which does not need to be reasonable.

17. Invalid parts of the contract

If any part of a Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the

Contract, whether it's valid or enforceable.

18. No other terms apply

The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements and agreements whether written or oral. No other provisions apply.

19. Other people's rights in a contract

No third parties may use the Contracts (Rights of Third Parties) Act (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

20. Circumstances beyond your control

- 20.1. Any Party affected by a Force Majeure Event is excused from performing its obligations under a Contract while the inability to perform continues, if it both:
- provides a Force Majeure Notice to the other Party
 - uses all reasonable measures practical to reduce the impact of the Force Majeure Event
- 20.2. Either party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.
- 20.3. Where a Party terminates under Clause 20.2:
- each party must cover its own Losses
 - Clause 10.5.2 to 10.5.7 applies

21. Relationships created by the contract

No Contract creates a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

22. Giving up contract rights

A partial or full waiver or relaxation of the terms of a Contract is only valid if it is stated to be a waiver in writing to the other Party.

23. Transferring responsibilities

- 23.1. The Supplier can not assign a Contract without the Relevant Authority's written consent.
- 23.2. The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Relevant Authority.

- 23.3. When CCS or the Buyer uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.
- 23.4. The Supplier can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.
- 23.5. The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 23.6. If CCS or the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:
- their name
 - the scope of their appointment
 - the duration of their appointment

24. Changing the contract

- 24.1. Either Party can request a Variation to a Contract which is only effective if agreed in writing and signed by both Parties
- 24.2. The Supplier must provide an Impact Assessment either:
- with the Variation Form, where the Supplier requests the Variation
 - within the time limits included in a Variation Form requested by CCS or the Buyer
- 24.3. If the Variation to a Contract cannot be agreed or resolved by the Parties, CCS or the Buyer can either:
- agree that the Contract continues without the Variation
 - terminate the affected Contract, unless in the case of a Call-Off Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them
 - refer the Dispute to be resolved using Clause 34 (Resolving Disputes)
- 24.4. CCS and the Buyer are not required to accept a Variation request made by the Supplier.
- 24.5. If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Framework Prices or the Charges.
- 24.6. If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give CCS and the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, Framework Prices or a Contract and provide evidence:

- that the Supplier has kept costs as low as possible, including in Subcontractor costs
- of how it has affected the Supplier's costs

24.7. Any change in the Framework Prices or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.

25. How to communicate about the contract

25.1. All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.

25.2. Notices to CCS must be sent to the CCS Authorised Representative's address or email address in the Framework Award Form.

25.3. Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.

25.4. This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

26. Dealing with claims

26.1. If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.

26.2. At the Indemnifier's cost the Beneficiary must both:

- allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim
- give the Indemnifier reasonable assistance with the claim if requested

26.3. The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which can not be unreasonably withheld or delayed.

26.4. The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that doesn't damage the Beneficiary's reputation.

26.5. The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

26.6. Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.

- 26.7. If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
- the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money
 - the amount the Indemnifier paid the Beneficiary for the Claim

27. Preventing fraud, bribery and corruption

27.1. The Supplier must not during any Contract Period:

- commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2)
- do or allow anything which would cause CCS or the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them

27.2. The Supplier must during the Contract Period:

- create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same
- keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Buyer on request
- if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Relevant Authority, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures

27.3. The Supplier must immediately notify CCS and the Buyer if it becomes aware of any breach of Clauses 27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:

- been investigated or prosecuted for an alleged Prohibited Act
- been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency
- received a request or demand for any undue financial or other advantage of any kind related to a Contract
- suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act

27.4. If the Supplier notifies CCS or the Buyer as required by Clause 27.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

27.5. In any notice the Supplier gives under Clause 27.4 it must specify the:

- Prohibited Act
- identity of the Party who it thinks has committed the Prohibited Act
- action it has decided to take

28. Equality, diversity and human rights

28.1. The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:

- protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise
- any other requirements and instructions which CCS or the Buyer reasonably imposes related to equality Law

28.2. The Supplier must take all necessary steps, and inform CCS or the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.

29. Health and safety

29.1. The Supplier must perform its obligations meeting the requirements of:

- all applicable Law regarding health and safety
- the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier

29.2. The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer Premises that relate to the performance of a Contract.

30. Environment

30.1. When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.

30.2. The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

31. Tax

31.1. The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. CCS and the Buyer cannot terminate a Contract where the Supplier has not paid a minor tax or social security contribution.

- 31.2. Where the Charges payable under a Contract with the Buyer are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify CCS and the Buyer of it within 5 Working Days including:
- the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant
 - other information relating to the Occasion of Tax Non-Compliance that CCS and the Buyer may reasonably need
- 31.3. Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under a Call-Off Contract, the Supplier must both:
- comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions
 - indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff
- 31.4. If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:
- the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding
 - the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer
 - the Worker's contract may be terminated at the Buyer's request if the Worker provides
 - information which the Buyer considers isn't good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements
 - the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management

32. Conflict of interest

- 32.1. The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.
- 32.2. The Supplier must promptly notify and provide details to CCS and each Buyer if a Conflict of Interest happens or is expected to happen.

- 32.3. CCS and each Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

33. Reporting a breach of the contract

- 33.1. As soon as it is aware of it the Supplier and Supplier Staff must report to CCS or the Buyer any actual or suspected breach of:

- Law
- Clause 12.1
- Clauses 27 to 32

- 33.2. The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Buyer or a Prescribed Person.

34. Resolving disputes

- 34.1. If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.

- 34.2. If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by media on using the Centre for Effective Dispute Resolution (CEDR) Model Media on Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use media on, or media on does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.

- 34.3. Unless the Relevant Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

- determine the Dispute
- grant interim remedies
- grant any other provisional or protective relief

- 34.4. The Supplier agrees that the Relevant Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

- 34.5. The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything

necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.

34.6. The Supplier cannot suspend the performance of a Contract during any Dispute.

35. Which law applies

This Contract and any issues arising out of, or connected to it, are governed by English law.

Joint Schedule 1 (Definitions)
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Joint Schedule 1 (Definitions)

- 1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In each Contract, unless the context otherwise requires:
 - 1.3.1 the singular includes the plural and vice versa;
 - 1.3.2 reference to a gender includes the other gender and the neuter;
 - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 1.3.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
 - 1.3.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.3.7 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Contract;
 - 1.3.8 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
 - 1.3.9 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided; and
 - 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified.

Joint Schedule 1 (Definitions)

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- 1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract.
- 1.3.12 Where the Buyer is a Crown Body it shall be treated as contracting with the Crown as a whole.
- 1.4 In each Contract, unless the context otherwise requires, the following words shall have the following meanings:

"Admin Fee"	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees ;
"Achieve"	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and " Achieved ", " Achieving " and " Achievement " shall be construed accordingly;
"Additional Insurances"	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
"Affected Party"	the party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Ancillary Services"	means those components described in paragraph 1.2.4 of Part A of Framework Schedule 1 (Specification);
"Annex"	extra information which supports a Schedule;
"Approval"	the prior written consent of the Buyer and " Approve " and " Approved " shall be construed accordingly;
"Audit"	the Relevant Authority's right to: <ul style="list-style-type: none"> a) verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract); b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services; c) where the Relevant Authority is a Buyer, and the value of the relevant Call-Off Contract is greater than £3 million, verify the Open Book Data; d) verify the Supplier's and each Subcontractor's compliance with the applicable Law; e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility),

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Joint Schedule 1 (Definitions)

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	<p>impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;</p> <p>f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;</p> <p>g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</p> <p>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</p> <p>i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;</p> <p>j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources;</p> <p>k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;</p>
"Auditor"	<p>a) the Buyer's internal and external auditors;</p> <p>b) the Buyer's statutory or regulatory auditors;</p> <p>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>d) HM Treasury or the Cabinet Office;</p> <p>e) any party formally appointed by the Buyer to carry out audit or similar review functions; and</p> <p>f) successors or assigns of any of the above;</p>
"Authority"	CCS and each Buyer;
"Authority Cause"	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
"BACS"	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;

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Joint Schedule 1 (Definitions)

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"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Buyer"	the relevant public sector purchaser identified as such in the Order Form;
"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"Buyer System"	has the meaning given to it in Schedule 6 (ICT Services);
"Call-Off Contract"	the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form;
"Call-Off Contract Period"	the Contract Period in respect of the Call-Off Contract;
"Call-Off Expiry Date"	the date of the end of a Call-Off Contract as stated in the Order Form;
"Call-Off Incorporated Terms"	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
"Call-Off Initial Period"	the Initial Period of a Call-Off Contract specified in the Order Form;
"Call-Off Optional Extension Period"	such period or periods beyond which the Call-Off Initial Period may be extended up to a maximum of the number of years in total specified in the Order Form;
"Call-Off Procedure"	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Procedure and Award Criteria);
"Call-Off Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
"Call-Off Start Date"	the date of start of a Call-Off Contract as stated in the Order Form;
"Call-Off Tender"	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender);

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"Catalogue"	the Supplier's catalogue of Deliverables available to Buyers to order without Further Competition;
"Catalogue Publication Portal"	the CCS online publication channel via which Buyers can view the Catalogue;
"CCS"	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
"CCS Authorised Representative"	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;
"Central Government Body"	<p>a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <p>a) Government Department;</p> <p>b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p> <p>c) Non-Ministerial Department; or</p> <p>d) Executive Agency;</p>
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Commercially Sensitive Information"	the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;

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"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
"Contract"	either the Framework Contract or the Call-Off Contract, as the context requires;
"Contract Period"	the term of either a Framework Contract or Call-Off Contract from the earlier of the: a) applicable Start Date; or b) the Effective Date until the applicable End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Controller"	has the meaning given to it in the GDPR;
"Core Network"	the provision of any shared central core network capability forming part of the overall Services delivered to the Buyer, which is not specific or exclusive to a specific Call-Off Contract, and excludes any configuration information specifically associated with a specific Call-Off Contract;
"Core Terms"	CCS' standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;
"Costs"	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including: i) base salary paid to the Supplier Staff;

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	<ul style="list-style-type: none"> ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) work place accommodation; viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and ix) reasonable recruitment costs, as agreed with the Buyer; <p>b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables;</p> <p>d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <ul style="list-style-type: none"> a) Overhead; b) financing or similar costs; c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise; d) taxation; e) fines and penalties; f) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);
"Crown Body"	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

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	bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Subject Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
"Default Management Charge"	has the meaning given to it in Paragraph 7.1.1 of Framework Schedule 5 (Framework Management);
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the

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	Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"Direct Award Criteria"	means the award criteria to be applied for the direct award of Call-Off Contracts for Services set out in Framework Schedule 7 (Call-Off Award Procedure);
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Order Form (for the purposes of this definition the "Disaster Period");
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
"Dispute"	any claim, dispute or difference arises out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Documentation"	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <p>a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables</p> <p>b) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>c) has been or shall be generated for the purpose of providing the Deliverables;</p>
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made

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	under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
"End Date"	the earlier of: a) the Expiry Date (as extended by any Extension Period exercised by the Authority under Clause 10.2); or b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Estimated Year 1 Contract Charges"	the anticipated total charges payable by the Supplier in the first Contract Year specified in the Call-Off Order Form;
"Estimated Yearly Charges"	means for the purposes of calculating each Party's annual liability under clause 11.2 : i) in the first Contract Year, the Estimated Year 1 Contract Charges; or ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;

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"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Expiry Date"	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
"Extension Period"	the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
"FOIA"	the Freedom of Information Act 2000 as amended from time to time and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	<p>any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from:</p> <p>a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract;</p> <p>b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;</p> <p>c) acts of a Crown Body, local government or regulatory bodies;</p> <p>d) fire, flood or any disaster; or</p> <p>e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:</p> <p>i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain;</p> <p>ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and</p> <p>iii) any failure of delay caused by a lack of funds;</p>
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"Framework Award Form"	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;
"Framework Contract"	the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice;

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"Framework Contract Period"	the period from the Framework Start Date until the End Date or earlier termination of the Framework Contract;
"Framework Expiry Date"	the date of the end of the Framework Contract as stated in the Framework Award Form;
"Framework Incorporated Terms"	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
"Framework Initial Period"	the initial term of the Framework Contract as specified in the Framework Award Form;
"Framework Optional Extension Period"	such period or periods beyond which the Framework Initial Period may be extended up to a maximum of the number of years in total specified in the Framework Award Form;
"Framework Price(s)"	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
"Framework Start Date"	the date of start of the Framework Contract as stated in the Framework Award Form;
"Framework Special Terms"	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
"Framework Tender Response"	the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender Response);
"Further Competition Procedure" or "Further Competition"	the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure);
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679)
"General Anti-Abuse Rule"	a) the legislation in Part 5 of the Finance Act 2013 and; and b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Goods"	goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be

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	expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Data"	<p>a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which:</p> <p>i) are supplied to the Supplier by or on behalf of the Authority; or</p> <p>ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract; or</p> <p>b) any Personal Data for which the Authority is the Controller;</p>
"Government Procurement Card"	the Government's preferred method of purchasing and payment for low value goods or services https://www.gov.uk/government/publications/government-procurement-card--2 ;
"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"Health and Social Care Network or HSCN"	the government's network for health and social care, which helps all organisations involved in health and social care delivery to work together and interoperate; and as described at https://digital.nhs.uk/services/health-and-social-care-network ;
"HMRC"	Her Majesty's Revenue and Customs;
"ICT Environment"	the ICT systems related to a Call-Off Contract described in Call-Off Schedule 6 (ICT Services);
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
"ICT Services"	the ICT related Services to be delivered under a Call-Off Contract described in Call-Off Schedule 6 (ICT Services);
"Impact Assessment"	an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:

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	<p>a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract;</p> <p>b) details of the cost of implementing the proposed Variation;</p> <p>c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;</p> <p>d) a timetable for the implementation, together with any proposals for the testing of the Variation; and</p> <p>e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;</p>
"Implementation Plan"	the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Indexation"	the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
"Insolvency Event"	<p>a) in respect of a person:</p> <p>b) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or</p> <p>c) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or</p> <p>d) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or</p> <p>e) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or</p>

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	<p>f) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or</p> <p>g) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or</p> <p>h) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or</p> <p>i) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or</p> <p>j) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;</p>
"Installation Works"	all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract;
"Intellectual Property Rights" or "IPR"	<p>a) 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 or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) 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; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"Invoicing Address"	the address to which the Supplier shall Invoice the Buyer as specified in the Order Form;
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of processing;
"Key Personnel"	the individuals (if any) identified as such in the Order Form;

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"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>any Subcontractor:</p> <p>a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</p> <p>b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or</p> <p>c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract,</p> <p>and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;</p>
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;
"Lots"	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
"Losses"	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 " Loss " shall be interpreted accordingly;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680)
"Man Day"	7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Man Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
"Management Information" or "MI"	the management information specified in Framework Schedule 5 (Management Charges and Information);

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"Management Charge"	the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
"Marketing Contact"	shall be the person identified in the Framework Award Form;
"MI Failure"	means when an MI report: <ul style="list-style-type: none"> a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or c) is not submitted by the reporting date(including where a Nil Return should have been filed);
"MI Report"	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
"MI Reporting Template"	means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority;
"Milestone"	an event or task specified as such in the Implementation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Month"	a calendar month and " Monthly " shall be interpreted accordingly;
"National Insurance"	contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
"New IPR"	<ul style="list-style-type: none"> a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same; <p>but shall not include the Supplier's Existing IPR;</p>
"Occasion of Tax Non – Compliance"	<p>where:</p> <ul style="list-style-type: none"> a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of: <ul style="list-style-type: none"> i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;

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	<ul style="list-style-type: none"> ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;
"OJEU Contract Notice"	has the meaning given to it in the Framework Award Form;
"Open Book Data"	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:</p> <ul style="list-style-type: none"> a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables; b) operating expenditure relating to the provision of the Deliverables including an analysis showing: <ul style="list-style-type: none"> i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; ii) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade; iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and iv) Reimbursable Expenses, if allowed under the Order Form; c) Overheads; d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables; e) the Supplier Profit achieved over the Framework Contract Period and on an annual basis; f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier; g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and

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	h) the actual Costs profile for each Service Period;
"Order"	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
"Order Form"	a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
"Order Form Template"	the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);
"Other Contracting Authority"	any actual or potential Buyer under the Framework Contract;
"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	in the context of the Framework Contract, CCS or the Supplier, and in the in the context of a Call-Off Contract the Buyer or the Supplier. "Parties" shall mean both of them where the context permits;
"Performance Indicators" or "PIs"	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
"Personal Data"	has the meaning given to it in the GDPR;
"Personal Data Breach"	has the meaning given to it in the GDPR;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
"Primary Services"	means the components described in paragraph 1.2.2 of Part A of Framework Schedule 1 (Specification);
Processor	takes the meaning given in the GDPR;
Processor Personnel:	all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Contract;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;

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"Progress Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
"Prohibited Acts"	<p>a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</p> <ul style="list-style-type: none"> i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; <p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>c) committing any offence:</p> <ul style="list-style-type: none"> i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ii) under legislation or common law concerning fraudulent acts; or iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or <p>d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
"Protective Measures"	<p>technical and organisational measures which must take account of:</p> <ul style="list-style-type: none"> a) the nature of the data to be protected b) harm that might result from Data Loss Event; c) state of technological development d) the cost of implementing any measures <p>including but not limited to pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;</p>

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"Public Services Network or PSN"	the network of networks delivered through multiple service providers, as further detailed in the PSN operating model; and described at https://www.gov.uk/government/groups/public-services-network ;
"Recall"	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan"	the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan Template) which shall include: a) full details of the Default that has occurred, including a root cause analysis; b) the actual or anticipated effect of the Default; and c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
"Rectification Plan Process"	the process set out in Clause 10.4.3 to 10.4.5 (Rectification Plan Process);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
"Reimbursable Expenses"	the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including: a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
"Relevant Authority"	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
"Relevant Authority's Confidential Information"	a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR);

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	b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and information derived from any of the above;
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 10.6 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Subcontractor"	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"Request For Information"	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Insurances"	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in Annex 2 of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
"Schedules"	any attachment to a Framework or Call-Off Contract which contains important information specific to each aspect of buying and selling;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);

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"Security Policy"	the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Self Audit Certificate"	means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate) which shall be based on tests completed against a representative sample of Orders as specified in Framework Schedule 8 and must provide assurance that: <ul style="list-style-type: none"> a) Orders are clearly identified as such in the order processing and invoicing systems and, where required, Orders are correctly reported in the MI Reports; b) all related invoices are completely and accurately included in the MI Reports; c) all Charges to Buyers comply with any requirements under this Framework Contract on maximum mark-ups, discounts, charge rates, fixed quotes (as applicable); and d) a number of additional sample of public sector orders identified in Framework Schedule 8 (Self Audit Certificate) from the Supplier's order processing and invoicing systems as orders not placed under this Framework Contract have been correctly identified as such and that an appropriate and legitimately tendered procurement route has been used to place those orders, and those orders should not otherwise have been routed via centralised mandated procurement processes executed by CCS
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Levels"	any service levels applicable to the provision of the Deliverables under the Call-Off Contract (which, where Call Off Schedule 14 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Offer"	a Deliverable made available to Buyers by the Supplier via the Catalogue;
"Service Offer Effective Date"	the date when the Service Offer will be available to Buyers on the Catalogue;
"Service Offer Expiry Date"	the date the Service Offer will be/was removed from the Catalogue;
"Service Offer Price Card"	means a list of prices, rates and other amounts for a specific Service Offer;
"Service Offer Template"	the template set out at Annex 1 to Part B of Framework Schedule 3 (Framework Prices);
"Service Period"	has the meaning given to it in the Order Form;

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"Services"	services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
"Service Transfer"	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer;
"Sites"	means: a) any delivery point for the Services (including the Buyer Premises, the Supplier's premises, third party premises, or any non-premises location, such as kerbside cabinets and bus shelters); or b) from to or at which i) the Services are (or are to be) provided; or ii) the Supplier manages, organises or otherwise directs the provision or the use of the Services; or c) where any part of the Supplier System is situated; or a) d) any physical interface with the Buyer's System takes place
"Special Terms"	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
"Specification"	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
"Standards"	any: a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; b) standards detailed in the specification in Schedule 1 (Specification); c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time; d) relevant Government codes of practice and guidance applicable from time to time;

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"Start Date"	in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form;
"Statement of Requirements"	a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party: <ul style="list-style-type: none"> a) provides the Deliverables (or any part of them); b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Supplier related to a Contract
"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable;
"Supplier"	the person, firm or company identified in the Framework Award Form;
"Supplier Action Plan"	means a document, maintained by the Authority, capturing information about the relationship between the Parties including, but not limited to strategic objectives, actions, initiatives, communication channels, risks and supplier performance;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
"Supplier's Confidential Information"	<ul style="list-style-type: none"> a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier; b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes

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	(or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract; c) Information derived from any of (a) and (b) above;
"Supplier's Contract Manager"	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract;
"Supplier Non-Performance"	where the Supplier has failed to: a) Achieve a Milestone by its Milestone Date; b) provide the Goods and/or Services in accordance with the Service Levels ; and/or c) comply with an obligation under a Contract;
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Supplier System"	has the meaning given to it in Schedule 6 (ICT Services);
"TEM Provider"	means a Supplier appointed by CCS to provide telecoms expense management;
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
"Test Issue"	any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in a Call-Off Contract;
"Test Plan"	a plan: a) for the Testing of the Deliverables; and

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	b) setting out other agreed criteria related to the achievement of Milestones;
"Tests and Testing"	any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and "Tested" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Time and Materials"	a pricing mechanism whereby the Buyer agrees to pay the Supplier based upon the work performed by the Supplier's employees and Sub-Contractors, and for materials used in the project, no matter how much work is required to complete the project;
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
"Transparency Information"	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – <ul style="list-style-type: none"> (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and (ii) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);
"US-EU Privacy Shield Register"	a list of companies maintained by the United States of America Department for Commerce that have self-certified their commitment to adhere to the European legislation relating to the processing of personal data to non-EU countries which is available online at: https://www.privacyshield.gov/list ;
"Variation"	has the meaning given to it in Clause 24 (Changing the contract);
"Variation Form"	the form set out in Joint Schedule 2 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 24 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and

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Joint Schedule 1 (Definitions)

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"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form.
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Joint Schedule 2 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

Contract Details		
This variation is between:	[delete] as applicable: CCS / Buyer] (" CCS " " the Buyer ") And [insert] name of Supplier] (" the Supplier ")	
Contract name:	[insert] name of contract to be changed] (" the Contract ")	
Contract reference number:	[insert] contract reference number]	
Details of Proposed Variation		
Variation initiated by:	[delete] as applicable: CCS/Buyer/Supplier]	
Variation number:	[insert] variation number]	
Date variation is raised:	[insert] date]	
Proposed variation		
Reason for the variation:	[insert] reason]	
An Impact Assessment shall be provided within:	[insert] number] days	
Impact of Variation		
Likely impact of the proposed variation:	[Supplier to insert] assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> [CCS/Buyer to insert] original Clauses or Paragraphs to be varied and the changed clause] 	
Financial variation:	Original Contract Value:	£ [insert] amount]
	Additional cost due to variation:	£ [insert] amount]
	New Contract value:	£ [insert] amount]

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by **[delete]** as applicable: CCS / Buyer]
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the **[delete]** as applicable: CCS / Buyer]

Signature

Date

Name (in Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

Address

Joint Schedule 3 (Insurance Requirements)
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Joint Schedule 3 (Insurance Requirements)

1. The insurance you need to have

- 1.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under a Call-Off Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than:
 - 1.1.1 the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
 - 1.1.2 the Call-Off Contract Effective Date in respect of the Additional Insurances.
- 1.2 The Insurances shall be:
 - 1.2.1 maintained in accordance with Good Industry Practice;
 - 1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
 - 1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
 - 1.2.4 maintained for at least six (6) years after the End Date.
- 1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

2. How to manage the insurance

- 2.1 Without limiting the other provisions of this Contract, the Supplier shall:
 - 2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
 - 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
 - 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

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Joint Schedule 3 (Insurance Requirements)

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3. What happens if you aren't insured

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. Evidence of insurance you must provide

- 4.1 The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

5. Making sure you are insured to the required amount

- 5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

6. Cancelled Insurance

- 6.1 The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

7. Insurance claims

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in

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Joint Schedule 3 (Insurance Requirements)

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dealing with such claims including without limitation providing information and documentation in a timely manner.

- 7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

Joint Schedule 3 (Insurance Requirements)

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ANNEX: Required Insurances

1. The Supplier shall hold the following standard insurance cover from the Framework Start Date in accordance with this Schedule:
 - 1.1 professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000);
 - 1.2 public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000); and
 - 1.3 employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000).
 - 1.4 Product liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000)

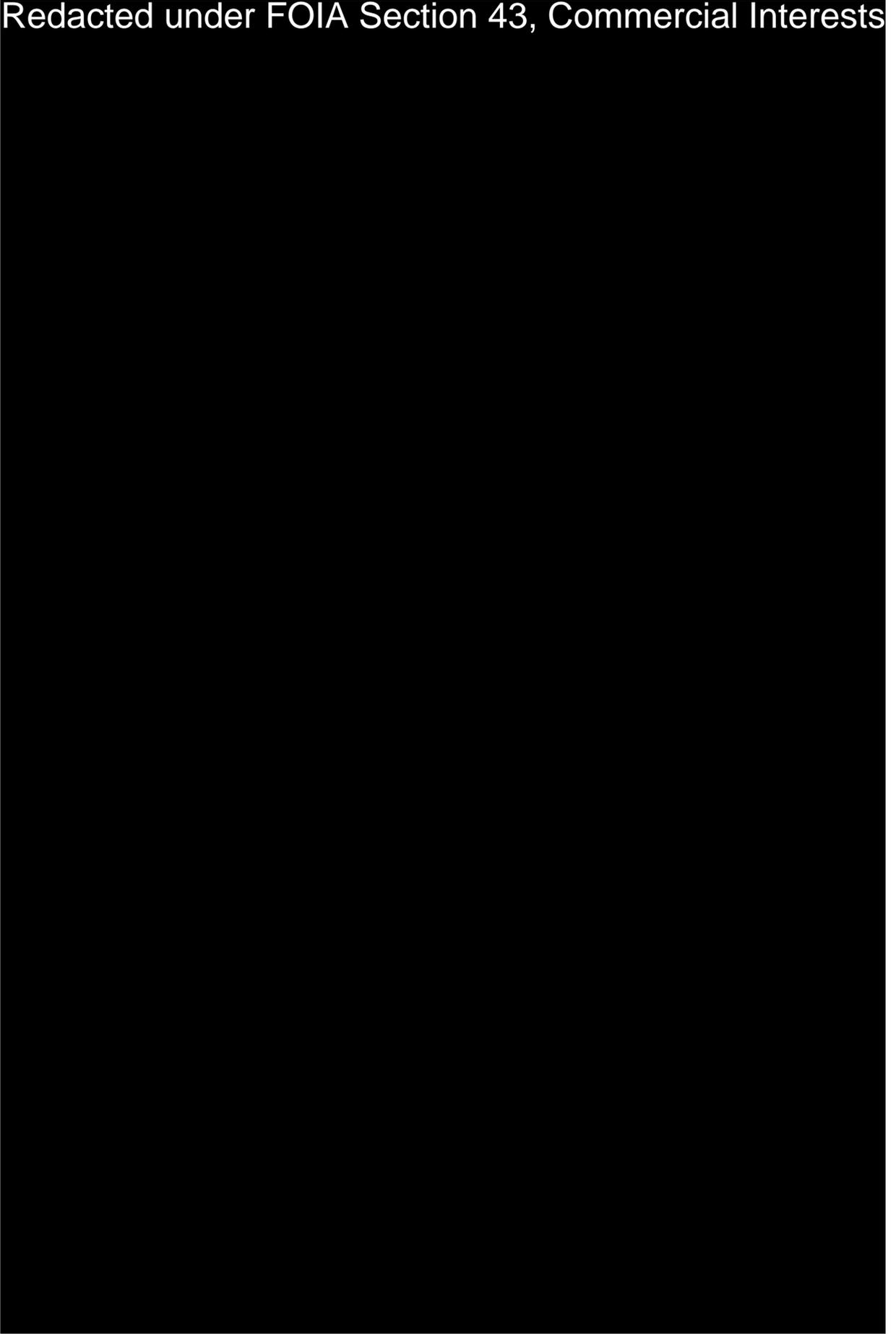
Joint Schedule 4 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

Joint Schedule 4 (Commercially Sensitive Information)
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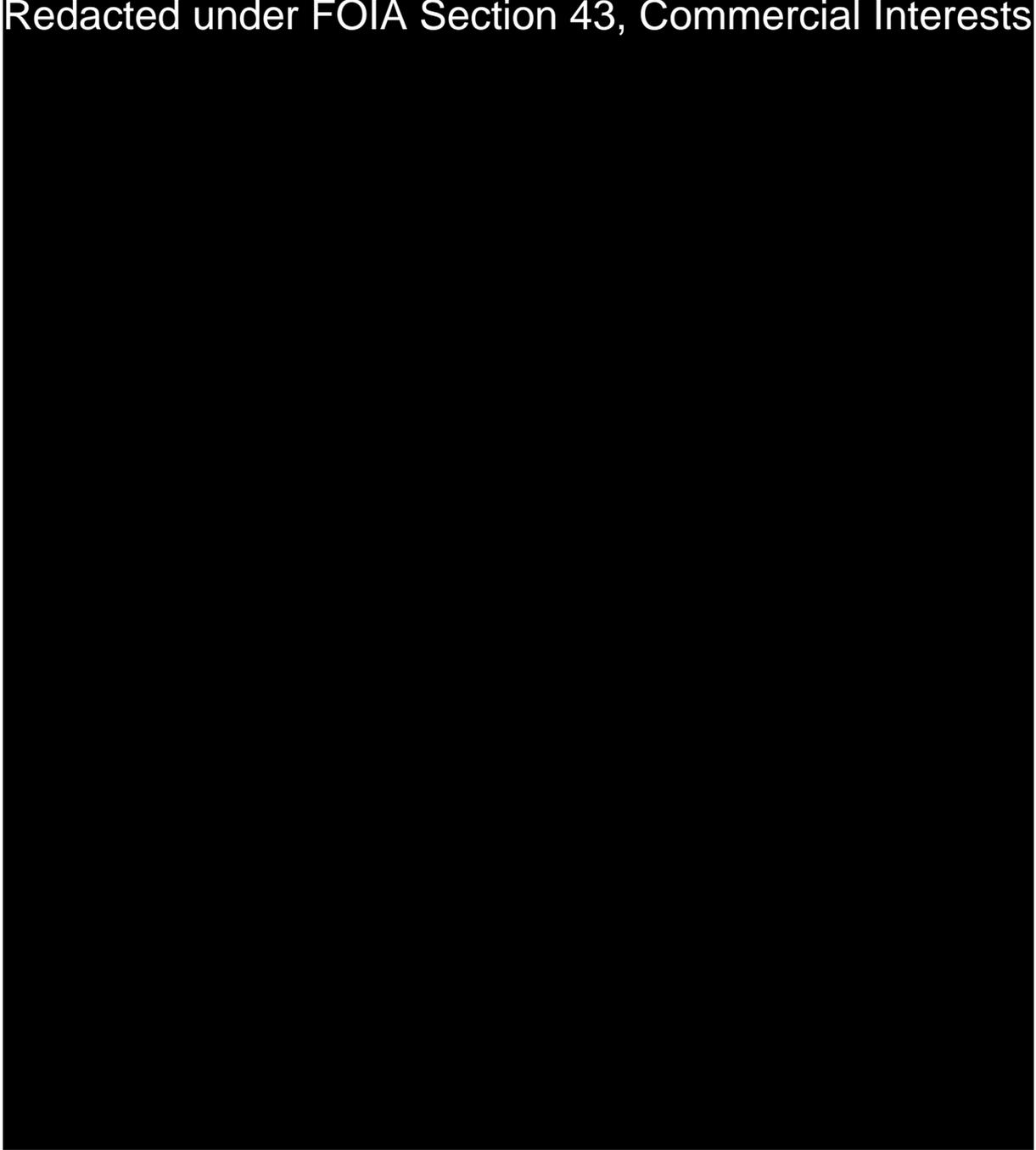
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Joint Schedule 4 (Commercially Sensitive Information)
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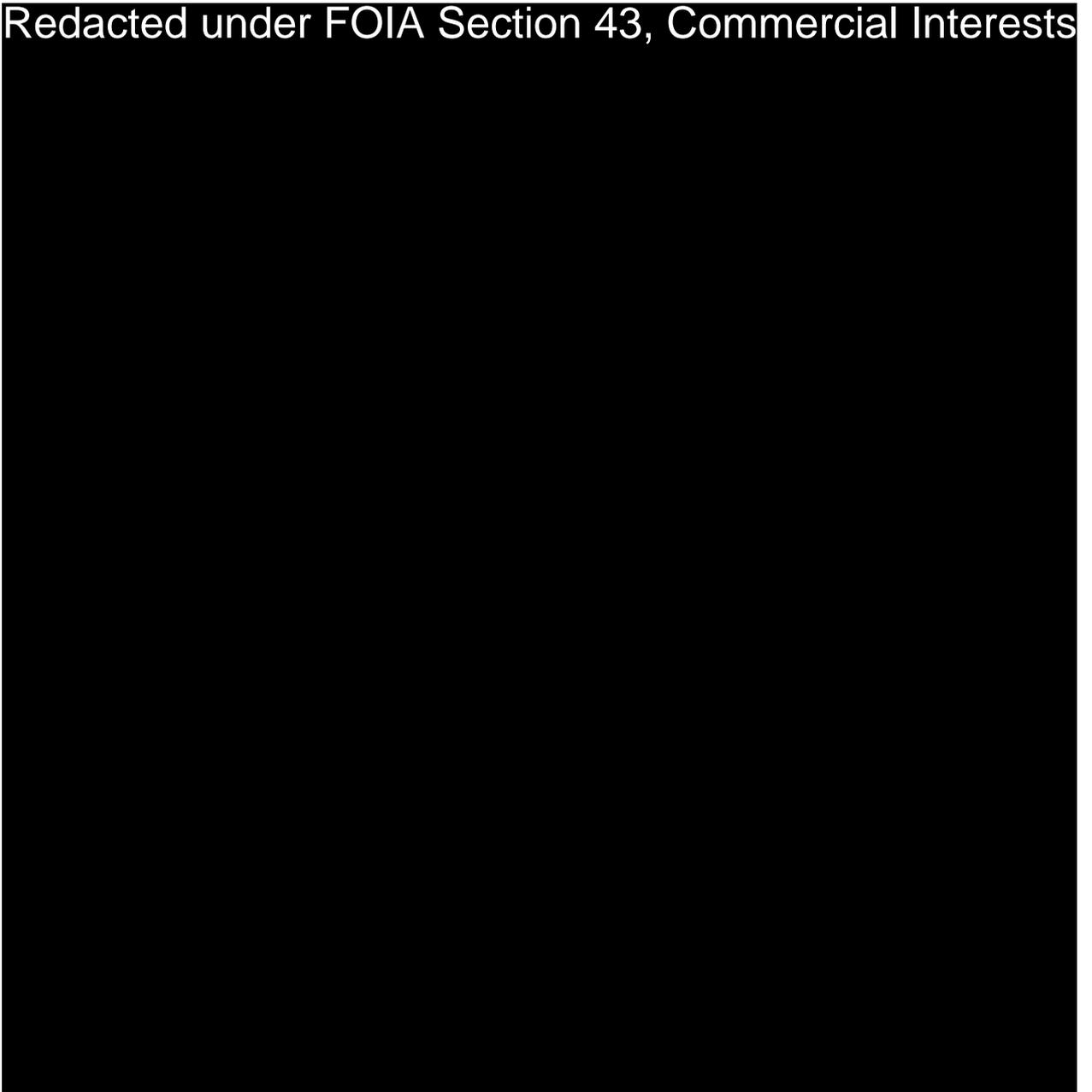
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Joint Schedule 5 (Corporate Social Responsibility)
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Joint Schedule 5 (Corporate Social Responsibility)

1. What we expect from our Suppliers

- 1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.
(https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf)
- 1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such reasonable corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time. Any necessary changes to the relevant Call-Off Contract shall be enacted via the Variation Procedure.

2. Equality and Accessibility

- 2.1 In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
 - 2.1.1 eliminate discrimination, harassment or victimisation of any kind; and
 - 2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

3. Modern Slavery, Child Labour and Inhumane Treatment

"Modern Slavery Helpline" means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

- 3.1 The Supplier:
 - 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
 - 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;

Joint Schedule 5 (Corporate Social Responsibility)

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- 3.1.3 warrants and represents that it has not been convicted of any slavery or human tracking offenses anywhere around the world.
- 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human tracking offenses anywhere around the world.
- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human tracking offenses anywhere around the world.
- 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- 3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

4. Income Security

4.1 The Supplier shall:

- 4.1.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect to wages before they enter;
- 4.1.3 All workers shall be provided with written and understandable Information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;

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Joint Schedule 5 (Corporate Social Responsibility)

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- 4.1.4 not make deductions from wages:
 - (a) as a disciplinary measure
 - (b) except where permitted by law; or
 - (c) without expressed permission of the worker concerned;
- 4.1.5 record all disciplinary measures taken against Supplier Staff; and
- 4.1.6 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours

5.1 The Supplier shall:

- 5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
- 5.1.2 that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
- 5.1.3 ensure that use of overtime used responsibly, taking into account:
 - (a) the extent;
 - (b) frequency; and
 - (c) hours worked;by individuals and by the Supplier Staff as a whole;

5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.

5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:

- 5.3.1 this is allowed by national law;
- 5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
appropriate safeguards are taken to protect the workers' health and safety; and
- 5.3.3 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

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Joint Schedule 5 (Corporate Social Responsibility)
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6. Sustainability

- 6.1 The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

Joint Schedule 6 (Key Subcontractors)
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Joint Schedule 6 (Key Subcontractors)

1. Restrictions on certain Subcontractors

- 1.1 The Supplier is entitled to Sub-Contract its obligations under the Framework Contract to the Key Subcontractors set out in the Framework Award Form.
- 1.2 The Supplier is entitled to Sub-Contract its obligations under a Call-Off Contract to Key Subcontractors listed in the Framework Award Form who are specifically nominated in the Order Form.
- 1.3 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-Contract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Buyer by completing and submitting a Variation Form as set out in Joint Schedule 2 (Variation Form) and the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the information detailed in Paragraph 1.4. The decision of CCS and the Buyer to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a new Key Subcontractor then they will be added to section 20 of the Framework Award Form. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Order Form. CCS and the Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
 - 1.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 1.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 1.3.3 the proposed Key Subcontractor employs unfit persons.
- 1.4 The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:
 - 1.4.1 the proposed Key Subcontractor's name, registered office and company registration number;
 - 1.4.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 - 1.4.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the CCS and the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
 - 1.4.4 for CCS, the Key Sub-Contract price expressed as a percentage of the total projected Framework Price over the Framework Contract Period;
 - 1.4.5 for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Call Off Contract Period; and

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Joint Schedule 6 (Key Subcontractors)

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- 1.4.6 (where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Difficulties)) of the Key Subcontractor.

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Joint Schedule 10 (Rectification Plan)

Request for [Revised] Rectification Plan		
Details of the Default:	[Guidance]: Explain the Default, with clear schedule and clause references as appropriate]	
Deadline for receiving the [Revised] Rectification Plan:	[add] date (minimum 10 days from request)]	
Signed by [CCS/Buyer] :	Date	
Supplier [Revised] Rectification Plan		
Cause of the Default	[add] cause]	
Anticipated impact assessment:	[add] impact]	
Actual effect of Default:	[add] effect]	
Steps to be taken to rectification:	Steps	Timescale
	1.	[date]
	2.	[date]
	3.	[date]
	4.	[date]
	[...]	[date]
Timescale for complete Rectification of Default	<input checked="" type="checkbox"/> Working Days	
Steps taken to prevent recurrence of Default	Steps	Timescale
	1.	[date]
	2.	[date]
	3.	[date]
	4.	[date]
	[...]	[date]
Signed by the Supplier:	Date	
Review of Rectification Plan [CCS/Buyer]		

Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[add reasons]		
Signed by [CCS/Buyer]		Date	: _____

Joint Schedule 11 (Processing Data)

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Joint Schedule 11 (Processing Data)

- 1.1 The only processing that the Processor is authorised to do is listed in this Joint Schedule 11 by the Controller and may not be determined by the Processor.
- 1.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 1.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Deliverables;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
 - (a) process that Personal Data only in accordance with this Joint Schedule 11 (Processing Data) unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :
 - (i) the Processor Personnel do not process Personal Data except in accordance with this Contract (and in particular this Joint Schedule 11 (Processing Data));

Joint Schedule 11 (Processing Data)

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- (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
 - (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
 - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
- 1.5 Subject to paragraph 1.6, the Processor shall notify the Controller immediately if it:
 - (a) receives a Data Subject Request (or purported Data Subject Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;

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Joint Schedule 11 (Processing Data)

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- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Data Loss Event.
- 1.6 The Processor's obligation to notify under paragraph 1.5 shall include the provision of further information to the Controller in phases, as details become available.
- 1.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 1.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
 - (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Data Loss Event;
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 1.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - (a) the Controller determines that the processing is not occasional;
 - (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 1.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
- 1.11 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Processor must:

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Joint Schedule 11 (Processing Data)

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- (a) notify the Controller in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Joint Schedule 11 (Processing Data) such that they apply to the Sub-processor; and
 - (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 1.12 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 1.13 The Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
- 1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 1.15 Where the Parties include two or more Joint Controllers as identified in in this Joint Schedule 11 (Processing Data) (in accordance with GDPR Article 26, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Annex 2 in replacement of paragraphs 1.1-1.14 for the Personal Data under Joint Control.

Call-Off Schedule 1 (Transparency Reports)

Call-Off Ref:

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Call-Off Schedule 1 (Transparency Reports)

- 1.1. The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2. Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3. If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4. The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

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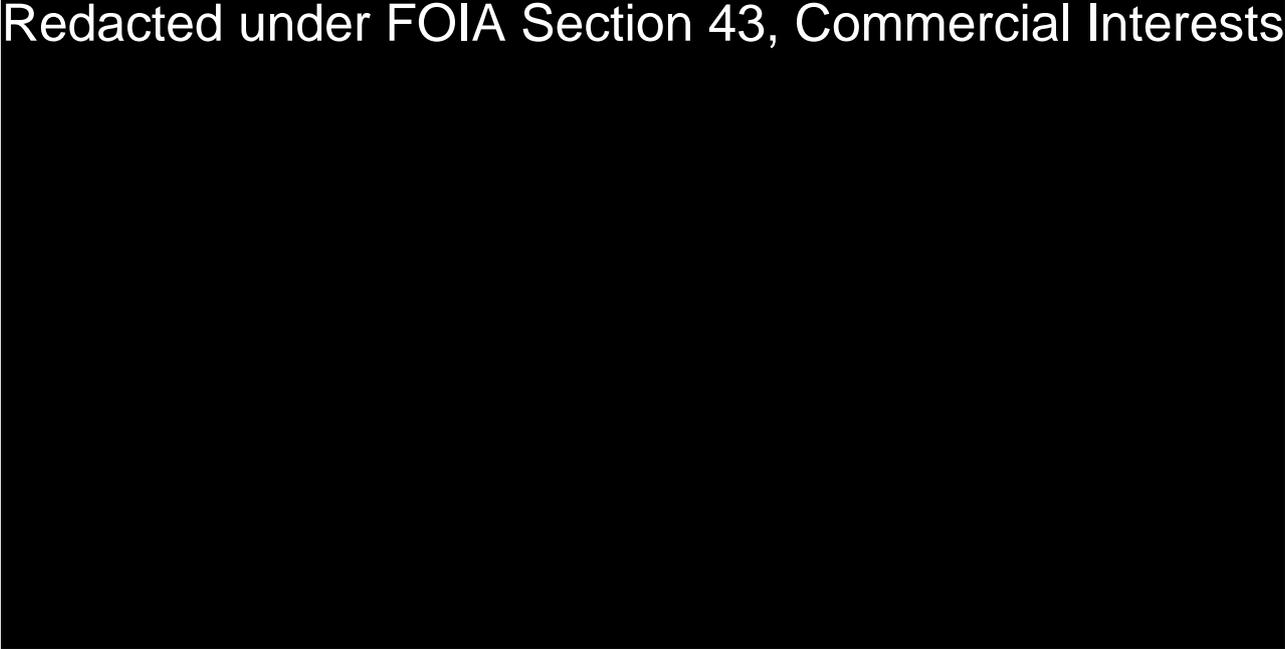
Call-Off Schedule 1 (Transparency Reports)

Call-Off Ref:

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Annex A: List of Transparency Reports

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Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

Crown Copyright 2018

Call-Off Schedule 2 (Staff Transfer)

1. Definitions

1.1 In this Schedule, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Employee Liability"

all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:

- a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- b) unfair, wrongful or constructive dismissal compensation;
- c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- d) compensation for less favourable treatment of part-time workers or fixed term employees;
- e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance and also including any payments arising in respect of pensions;
- f) claims whether in tort, contract or statute or otherwise;

any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

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"Former Supplier"	a supplier supplying the Deliverables to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Deliverables (or any part of the Deliverables) and shall include any Sub-contractor of such supplier (or any Sub-contractor of any such Sub-contractor);
"Partial Termination"	the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part D: Pensions, shall include the Commencement Date, where appropriate;
"Supplier's Final Supplier Personnel List"	a list provided by the Supplier of all Supplier Personnel whose will transfer under the Employment Regulations on the Service Transfer Date;
"Supplier's Provisional Supplier Personnel List"	a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
"Staffing Information"	<p>in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Laws), but including in an anonymised format:</p> <ul style="list-style-type: none">(a) their ages, dates of commencement of employment or engagement, gender and place of work;(b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

Crown Copyright 2018

- c) the identity of the employer or relevant contracting Party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

"Term"

the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;

"Transferring Buyer Employees"

those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date;

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

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**"Transferring
Former Supplier
Employees"**

in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date.

2. Interpretation

Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Sub-contractor, as the case may be and where the Sub-contractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

3. Which parts of this Schedule apply

Only the following parts of this Schedule shall apply to this Call Off Contract:

- Part C (No Staff Transfer On Start Date)
- Part E (Staff Transfer on Exit)

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

Crown Copyright 2018

PART C: No Staff Transfer on the Start Date

1. What happens if there is a staff transfer

- 1.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.
- 1.2 Subject to Paragraphs 1.3, 1.4 and 1.5, if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Sub-contractor pursuant to the Employment Regulations then:
 - 1.2.1 the Supplier will, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing;
 - 1.2.2 the Buyer may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;
 - 1.2.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;
 - 1.2.4 if after the period referred to in Paragraph 1.2.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;and subject to the Supplier's compliance with Paragraphs 1.2.1 to 1.2.4:
 - (a) the Buyer will indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2; and
 - (b) the Buyer will procure that the Former Supplier indemnifies the Supplier and/or any Sub-contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2.
- 1.3 The indemnities in Paragraph 1.2 shall not apply to any claim:
 - 1.3.1 for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees in relation to any alleged act or omission of the Supplier and/or Sub-contractor; or

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- 1.3.2 any claim that the termination of employment was unfair because the Supplier and/or any Sub-contractor neglected to follow a fair dismissal procedure
- 1.4 The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date.
- 1.5 If the Supplier and/or the Sub-contractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Sub-contractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-contractor.

2. Limits on the Former Supplier's obligations

- 2.1 Where in this Part C the Buyer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Buyer's contract with the Former Supplier contains a contractual right in that regard which the Buyer may enforce, or otherwise so that it requires only that the Buyer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

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PART E: Staff Transfer on Exit

1. Obligations before a Staff Transfer

- 1.1 The Supplier agrees that within 20 Working Days of the earliest of:
 - 1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
 - 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
 - 1.1.3 the date which is 12 Months before the end of the Term; and
 - 1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any 6 Month period),

it shall provide in a suitably anonymised format so as to comply with the Data Protection Laws, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Buyer.

- 1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Sub-contractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).
- 1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-contractor.
- 1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Sub-contractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in Paragraph 1.1, 1.1.2 and 1.1.1, the Supplier agrees that it shall not assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall, unless otherwise instructed by the Buyer (acting reasonably):
 - 1.5.1 not replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces;

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- 1.5.2 not make, promise, propose, permit or implement any material changes to the terms and conditions of (i) employment and/or (ii) pensions, retirement and death benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension contributions payable) of the Supplier Personnel (including any payments connected with the termination of employment);
- 1.5.3 not increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.4 not introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- 1.5.5 not increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 1.5.6 not terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;
- 1.5.7 not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Buyer and/or the Replacement Supplier and/or Replacement Sub-contractor;
- 1.5.8 give the Buyer and/or the Replacement Supplier and/or Replacement Sub-contractor reasonable access to Supplier Personnel and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by the Buyer, Replacement Supplier and/or Replacement Sub-contractor in respect of persons expected to be Transferring Supplier Employees;
- 1.5.9 co-operate with the Buyer and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;
- 1.5.10 promptly notify the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Sub-contractor of any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect;
- 1.5.11 not for a period of 12 Months from the Service Transfer Date re-employ or re-engage or entice any employees, suppliers or Sub-contractors whose employment or engagement is transferred to the

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Buyer and/or the Replacement Supplier (unless otherwise instructed by the Buyer (acting reasonably));

- 1.5.12 not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;
 - 1.5.13 fully fund any Broadly Comparable pension schemes set up by the Supplier;
 - 1.5.14 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Fair Deal Employees);
 - 1.5.15 promptly provide to the Buyer such documents and information mentioned in Paragraph **Error! Reference source not found.** of Part D: Pensions which the Buyer may reasonably request in advance of the expiry or termination of this Contract; and
 - 1.5.16 fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract.
- 1.6 On or around each anniversary of the Effective Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide such information as the Buyer may reasonably require which shall include:
- 1.6.1 the numbers of employees engaged in providing the Services;
 - 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
 - 1.6.3 the extent to which each employee qualifies for membership of any of the Fair Deal Schemes (as defined in Part D: Pensions); and
 - 1.6.4 a description of the nature of the work undertaken by each employee by location.
- 1.7 The Supplier shall provide all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the

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Supplier shall provide to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:

- 1.7.1 the most recent month's copy pay slip data;
- 1.7.2 details of cumulative pay for tax and pension purposes;
- 1.7.3 details of cumulative tax paid;
- 1.7.4 tax code;
- 1.7.5 details of any voluntary deductions from pay; and
- 1.7.6 bank/building society account details for payroll purposes.

2. Staff Transfer when the contract ends

- 2.1 A change in the identity of the supplier of the Services (or part of the Services), howsoever arising, may constitute a Relevant Transfer to which the Employment Regulations will apply. The Buyer and the Supplier agree that where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Fair Deal Schemes (as defined in Part D: Pensions).
- 2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission of the Supplier or any Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date.
- 2.4 The indemnity in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date.
- 2.5 Subject to Paragraphs 2.6 and 2.7, if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that

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his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Sub-contractor pursuant to the Employment Regulations then.

- 2.5.1 the Replacement Supplier and/or Replacement Sub-contractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing;
- 2.5.2 the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Sub-contractor;
- 2.5.3 if such offer of employment is accepted, the Replacement Supplier and/or Replacement Sub-contractor shall immediately release the person from its employment;
- 2.5.4 if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, the Replacement Supplier and/or Replacement Sub-contractor may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Replacement Supplier's and/or Replacement Sub-contractor's compliance with Paragraphs 2.5.1 to 2.5.4 the Supplier will indemnify the Replacement Supplier and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees referred to in Paragraph 2.5.

- 2.6 The indemnity in Paragraph 2.5 shall not apply to:
 - 2.6.1 any claim for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief, or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of the Replacement Supplier and/or Replacement Sub-contractor, or
 - 2.6.2 any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure.
- 2.7 The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than 3 Months from the Service Transfer Date.
- 2.8 If at any point the Replacement Supplier and/or Replacement Sub-contract accepts the employment of any such person as is described in Paragraph 2.5, such person shall be treated as a Transferring Supplier Employee and Paragraph 2.5 shall cease to apply to such person.
- 2.9 The Supplier shall promptly provide the Buyer and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as

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is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Sub-contractor, shall promptly provide to the Supplier and each Sub-contractor in writing such information as is necessary to enable the Supplier and each Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

- 2.10 Subject to Paragraph 2.9, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-contractor and its Sub-contractors against any Employee Liabilities arising from or as a result of any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.
- 2.11 The indemnity in Paragraph 2.10 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Supplier's Final Supplier Personnel List in accordance with Paragraph 2.5 (and subject to the limitations set out in Paragraphs 2.6 and 2.7 above).

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RM3808 Call-Off Schedule 3 (Continuous Improvement)

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 2.Supplier’s Obligations 3

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1. Buyer's Rights

- 1.1. This Schedule shall apply only when so specified by a Buyer that has undertaken a Further Competition. The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.

2. Supplier's Obligations

- 2.1. The Supplier shall have an on-going obligation throughout the Call-Off Contract Period to identify new or potential improvements to the provision of the Services in accordance with this Call-Off Schedule 3 with a view to reducing the Buyer's costs (including the Call-Off Contract Charges) and/or improving the quality and efficiency of the Services and their supply to the Buyer. As part of this obligation the Supplier shall identify and report to the Buyer once every twelve (12) months regarding:
 - 2.1.1. the emergence of new and evolving relevant technologies which could improve the ICT Environment and/or the provision of the Services, and those technological advances potentially available to the Supplier and the Buyer which the Parties may wish to adopt;
 - 2.1.2. new or potential improvements to the Services or the provision of the Services including in respect of the quality, responsiveness, procedures, benchmarking methods, ways of performing the Services and customer support services in relation to the Services;
 - 2.1.3. changes in business processes and working practices that would enable the Services to be provided at lower cost and/or with greater benefits to the Buyer;
 - 2.1.4. changes to the ICT Environment, business processes and working practices that would enable reductions in the total energy consumed in the provision of the Services;
 - 2.1.5. improvements which the Supplier uses or is planning to use with its other customers;
 - 2.1.6. proposals as to how any investment required for continuous improvement could be shared with other customers of the Supplier;
 - 2.1.7. a zero usage report for the delivered Services;
measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives; and
 - 2.1.8. any variation in Charges and cost / benefit analysis of the potential improvements identified subject to this Call-Off Schedule 3.
- 2.2. The Supplier shall ensure that the information that it provides to the Buyer shall be sufficient for the Buyer to decide whether any improvement should be implemented. The Supplier shall provide any further information that the Buyer requests.

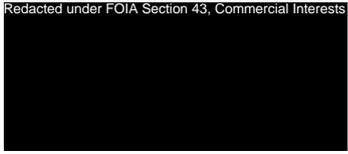
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- 2.3. If the Buyer wishes to incorporate any improvement identified by the Supplier, including any impact on the Charges declared by the Supplier as part of that improvement, the Buyer shall request a Variation in accordance with the Variation Procedure.
- 2.4. Notwithstanding anything to the contrary in this Call-Off Contract, the Parties may not change or improve the Services in any way which adversely affects or may adversely affect any relevant PSN Standards or HSCN obligations and processes.

RM3808 Call-Off Schedule 4 (Call-Off Tender)

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Call-Off Schedule 5 (Call-Off Pricing)

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**RM3808 Call-Off Schedule 5 (Pricing Details)****1 INTRODUCTION**

- 1.1 This Call Off Schedule sets out the Call Off Contract Charges, and the pricing, payment and invoicing provisions that apply under this Call Off Contract, including: (i) in relation to the Implementation Service Charges and the Milestone Payments in relation to payment of the Implementation Service Charges; (ii) Call Off Contract Charges for the Operational Services; Save as otherwise expressly set out in this Call Off Schedule or as otherwise agreed in accordance with the Joint Schedule 2 (Variation Form), the Call Off Contract Charges are inclusive of all costs and expenses incurred by the Supplier in connection with providing the Services in accordance with this Call-Off Contract, and the Customer shall not be charged for any costs of the Supplier to provide the Services unless a specific rate or charge is set out in this Call Off Schedule.
- 1.2 All monetary figures in this Call Off Schedule are exclusive of VAT.
- 1.3 The currency of the Call Off Contract Charges identified in this Call Off Schedule is in Pounds Sterling and all invoices provided under this Call Off Schedule shall be in Pounds Sterling.
- 1.4 In respect of all Call Off Contract Charges that are calculated on a monthly basis, any Call Off Contract Charges for any part month of service provision by the Supplier shall be invoiced pro-rated on a daily basis.
- 1.5 The Parties agree that the Call Off Contract Charges shall not be increased to take account of currency fluctuations.
- 1.6 There shall be no indexation linked increases applied to the Call Off Contract Charges.
- 1.7 There shall be no double or multiple charging between the different Call Off Contract Charges set out in this Call Off Schedule.
- 1.8 For the avoidance of doubt no separate Call Off Contract Charges shall be payable by the Customer in respect of the following Services:
 - 1.8.1 the Authority Management Charge payable by the Supplier to CCS under the Framework Agreement.

Call-Off Schedule 5 (Call-Off Pricing)

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1.9 The Call Off Contract Charges for such Services set out under Paragraph For the avoidance of doubt no separate Call Off Contract Charges shall be payable by the Customer in respect of the following Services:

1.10 above are included within the Call Off Contract Charges set out in this Call Off Schedule.

2 CALL OFF CONTRACT CHARGES FOR SERVICES

The Call Off Contract Charges set out in this Paragraph 2 below shall apply in respect of the Operational Services.

2.1 Fixed Service Charges

2.1.1 Scope of Charges and Cost Allocation

2.1.1.1 The Service Charges shall be paid to the Supplier with respect to the Supplier's costs incurred in relation to the provision of the Services provided by the Supplier under this Call Off Contract. The Service Charges shall not change during the Call Off Contract Period save as otherwise agreed by the Parties in accordance with Joint Schedule 2 (Variation Form).

2.1.1.2 The Supplier's costs and overhead for the management and support of the Services (including administration, governance, subcontractor management, regulatory compliance and reporting, etc.), costs relating to all test equipment, shared equipment, costs for all licences, costs relating to third party support and maintenance agreements (including the any Third Party Contracts identified in Call Off) have been included in the Fixed Service Charges.

2.1.2 Payment Mechanism, Frequency and Invoicing

2.1.2.1 **Payment Mechanism:** Unless otherwise provided in this Paragraph 3.1, the Service Charges are payable on a monthly basis in accordance with Paragraph 2.1.2.2 below.

2.1.2.2 **Frequency:** Subject to Paragraph 2.1.2.1 above, the Supplier shall be entitled to commence invoicing the monthly Service Charges in advance for monthly Access Fees and in arrears for any usage fees at the end of the first calendar month from the Call-Off Commencement Date and, thereafter, monthly in



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advance for monthly Access Fees and in arrears for any usage fees until the end of the Call Off Contract Period.

2.1.2.3 **Invoicing:** The Supplier shall be entitled to invoice the Call Off Contract Charges under this Paragraph 2.1 in accordance with Paragraphs 5 and 6 below.

2.1.3 Service Charges

2.1.3.1 The Service Charges are based on the service items set out in the table below in this Paragraph 2.1.3 as at Call Off Commencement Date:

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All new connections added within the term of the contract are expected to have 30-day minimum connection period only.

2.2 Volume Based Charges

2.2.1 Scope of Charges and Cost Allocation

Call-Off Schedule 5 (Call-Off Pricing)

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- 2.2.1.1 The Volume Based Charges shall be paid to the Supplier in accordance with the volume of demand for device item /item of goods utilised per month.
- 2.2.1.2 The Unit Charges outlined within the table set out below shall not change during the Call Off Contract Period save as otherwise agreed by the Parties in accordance with Joint Schedule 2 (Variation Form).
- 2.2.1.3 The Supplier's costs and overhead for the management and support of the Services (including administration, governance, subcontractor management, regulatory compliance and reporting, etc.), costs relating to all test equipment, shared equipment, costs for all licences, costs relating to third party support and maintenance agreements (including the any Third Party Contracts identified in Call Off) have been included within the Unit Costs outlined within the table set out below.

2.2.2 Payment Mechanism, Frequency and Invoicing

- 2.2.2.1 **Payment Mechanism:** Unless otherwise provided in this Paragraph 3.2, the Volume Based Charges are payable on a monthly basis in accordance with Paragraph 2.2.2.2 below.
- 2.2.2.2 **Frequency:** Subject to Paragraph 2.2.2.1 above, the Supplier shall be entitled to commence invoicing the monthly Volume Based Charges in arrears at the end of the first calendar month from the Call-Off Contract Commencement Date and, thereafter, monthly in arrears until the end of the Call Off Contract Period.
- 2.2.2.3 **Invoicing:** The Supplier shall be entitled to invoice the Call Off Contract Charges under this Paragraph 2.2 in accordance with Paragraphs 6 and 7 below.n

2.2.3 Volume Based Charges

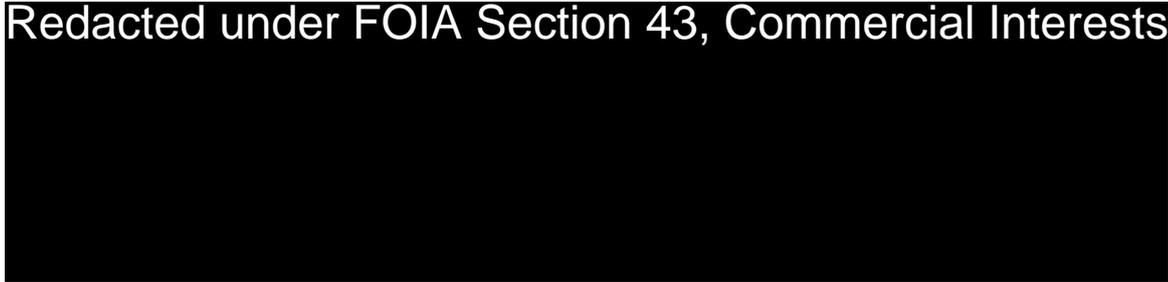
- 2.2.3.1 The Volume Based Charges are based on the demand for the item of goods set out in the table below in this Paragraph 2.2.3 as at Call Off Commencement Date.
- 2.2.3.2 Where the below listed device types are not available, the Buyer can select an alternative device from the Vodafone Device Price List and the Supplier will notify the Buyer of the applicable unit charge for the alternative device.

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3 SUPPORTING DOCUMENTATION

3.1 The address to which all invoices and supporting documentation shall be sent is as follows:

Addresses for invoices

All written correspondence relating to invoices shall be submitted to:

Redacted under FOIA Section 40, Personal Information



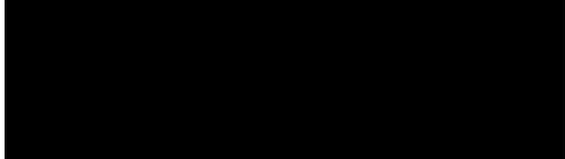
4 SUBMISSION OF INVOICES

4.1 The Supplier shall be entitled to raise an invoice in respect of any payment which falls payable to the Supplier by the Customer pursuant to this Call-Off Contract.

4.2 The Customer shall issue the Supplier with a purchase order electronically (including by email) or via the Customer's Purchase to Pay system (once available). The Supplier shall have the ability to submit electronic invoices (including by email) to the Customer, and shall do so in respect of such elements of the Services as specified by the Customer. Without prejudice to the foregoing, the Supplier hereby acknowledges and agrees that the Customer may require the submission of invoices and credit notes via its Purchase to Pay system raised in connection with this Call Off Contract as the Customer may reasonably require subject always to the constraints of the Supplier's billing systems. All invoices shall be submitted monthly in arrears.

All written correspondence relating to invoices shall be submitted to:-

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5 INVOICING PROCEDURE

- 5.1 The Supplier shall ensure that each invoice contains the information set out in this Paragraph 13.
- 5.2 The Supplier shall ensure that unless otherwise provided each invoice contains the following information:
- 5.2.1 the date of the invoice;
 - 5.2.2 a unique invoice number;
 - 5.2.3 the Service Period or other period(s) to which the relevant Call Off Contract Charge(s) relate;
 - 5.2.4 the reference number for this Call Off Contract;
 - 5.2.5 the reference number of the purchase order to which it relates (if any);
 - 5.2.6 the dates between which the Services subject of each of the Call Off Contract Charges detailed on the invoice were performed;
 - 5.2.7 the total Call Off Contract Charges gross and net of any applicable deductions and, separately, the amount of any disbursements properly chargeable to the Customer under the terms of this Call Off Contract and, separately, any VAT or other sales tax payable in respect of the same;
 - 5.2.8 details of any agreed Service Credits or similar deductions that shall apply to the Call Off Contract Charges detailed on the invoice;
 - 5.2.9 any other adjustment agreed between the Parties as applying to the relevant Service Period; the Supplier shall automatically credit the Customer with any other adjustment in the next invoice then due to be issued under this Call Off Contract;
 - 5.2.10 reference to any reports required by the Customer in respect of the Services to which the Call Off Contract Charges detailed on the invoice relate (or in the case of reports issued by the Supplier for validation by the Customer, then to any such reports as are validated by the Customer in respect of the Services); such reports shall not be included within the invoice and supporting documentation as required by the Customer will be provided by separate cover;
 - 5.2.11 a contact name and telephone number of a responsible person in the Supplier's finance department in the event of administrative queries (which may be provided separately from the invoice with the Customer's Approval); and
 - 5.2.12 the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number).

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6 INVOICE PAYMENT AND DISPUTES

6.1 Unless otherwise stated in this Call-Off Contract, payment will be made by the Customer within thirty (30) calendar days of receipt of a valid and correct invoice and in accordance with the provisions of this Call Off Schedule.

6.2 The Customer may dispute, in good faith, any amount specified in an invoice which is deemed to be erroneous. In these circumstances:

6.2.1 The Customer shall within fifteen (15) calendar days of receipt by it of the disputed invoice notify the Supplier of the reasons for disputing the disputed amount; and

6.2.2 The Supplier shall promptly issue a credit note where applicable in respect of the disputed amount. If the credit note correctly refers to the disputed sum and is received on or before the fifth Working Day before the end of the calendar month the Customer shall pay the amount set out in the invoice less the amount set out in the credit note on or before the last Working Day of the calendar month. Otherwise, the Customer shall pay the undisputed amount as soon as reasonably possible on or before the fifth Working Day following receipt of the credit note.

6.3 The Customer and the Supplier shall use all reasonable endeavours to resolve any dispute over invoices within fifteen (15) calendar days of the dispute being raised in accordance with the procedures set out in Clause 34 (Resolving Disputes) of the Core Terms, after which period either Party may refer the matter for resolution in accordance with Clause 34 (Resolving Disputes) of the Core Terms. Where a Dispute in relation to a disputed invoice is subsequently resolved:

6.3.1 the Supplier shall within fifteen (15) calendar days submit a new invoice for the corrected amount which the Customer shall pay as soon as reasonably possible, if received on or before the fifth Working Day before the end of the month in which the disputed invoice was originally issued, or

6.3.2 the Supplier shall promptly issue a credit note where applicable for erroneous charges in line with 6.2.2 . Or,

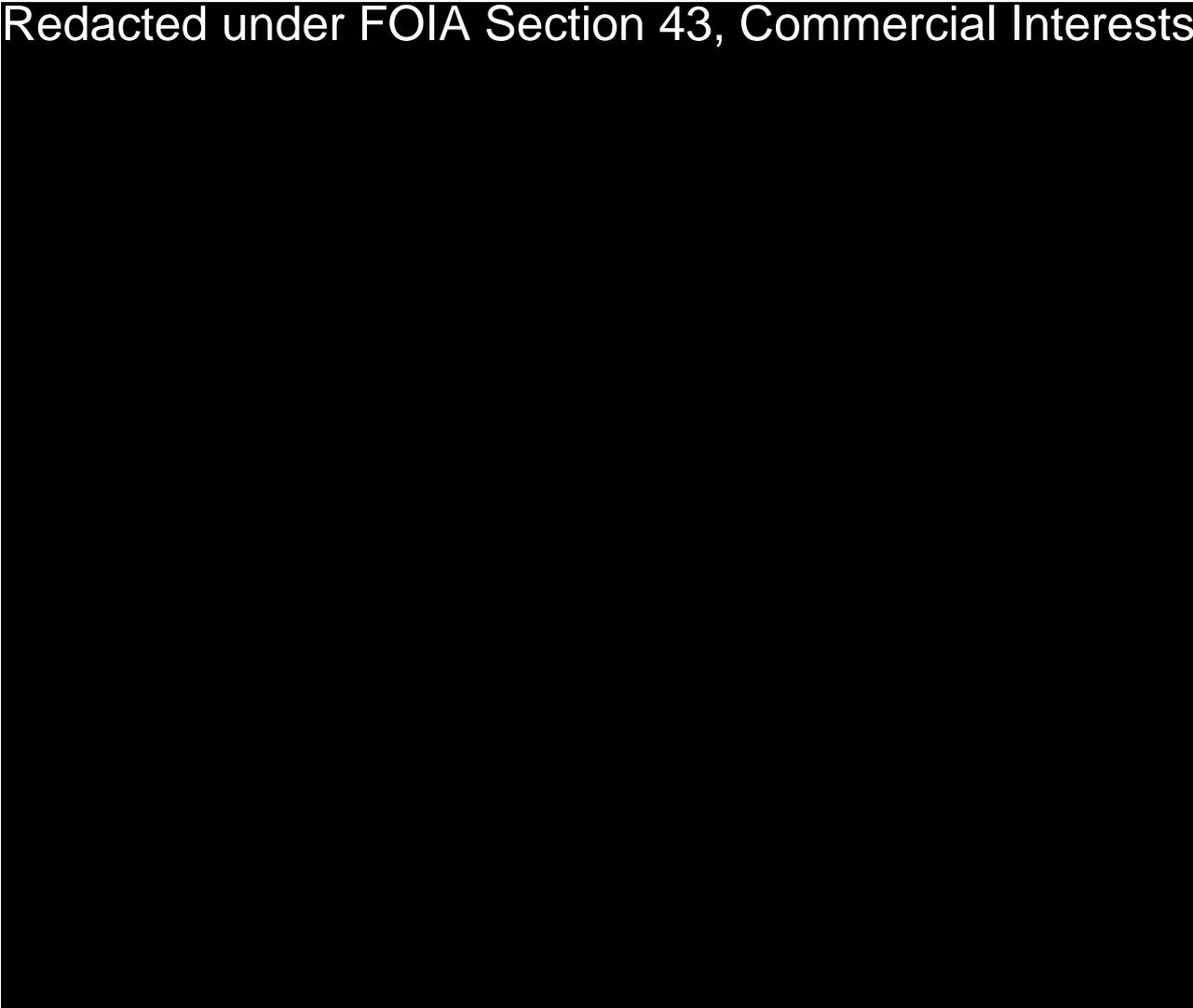
6.3.3 in the event that the original invoice is resolved to have been correct, for the purposes of Paragraph 7.1, the date of receipt of the invoice shall be taken to be the date on which the dispute is agreed by the Parties to have been resolved, and

6.3.4 the thirty (30) calendar day period referred to in Paragraph 7.1 shall be replaced with a fifteen (15) day period provided that the resulting date by which payments is to be made is not earlier than thirty (30) calendar days after receipt of the original invoice.

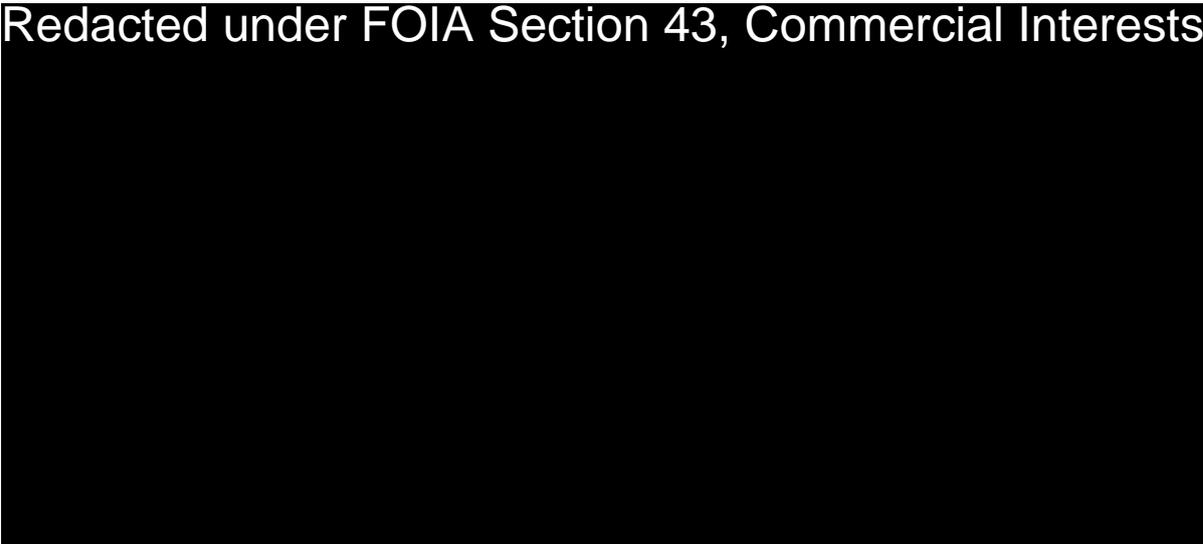
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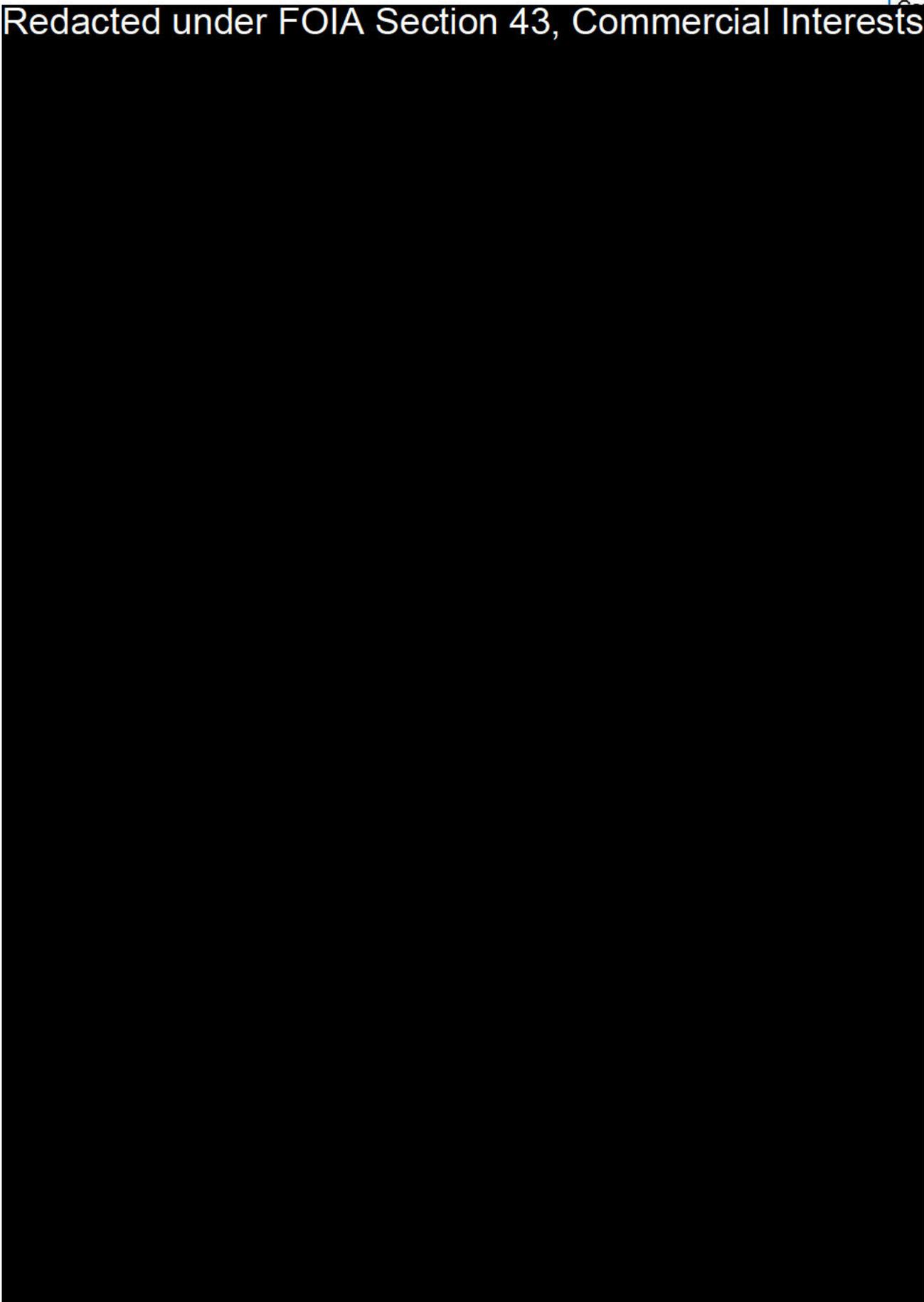
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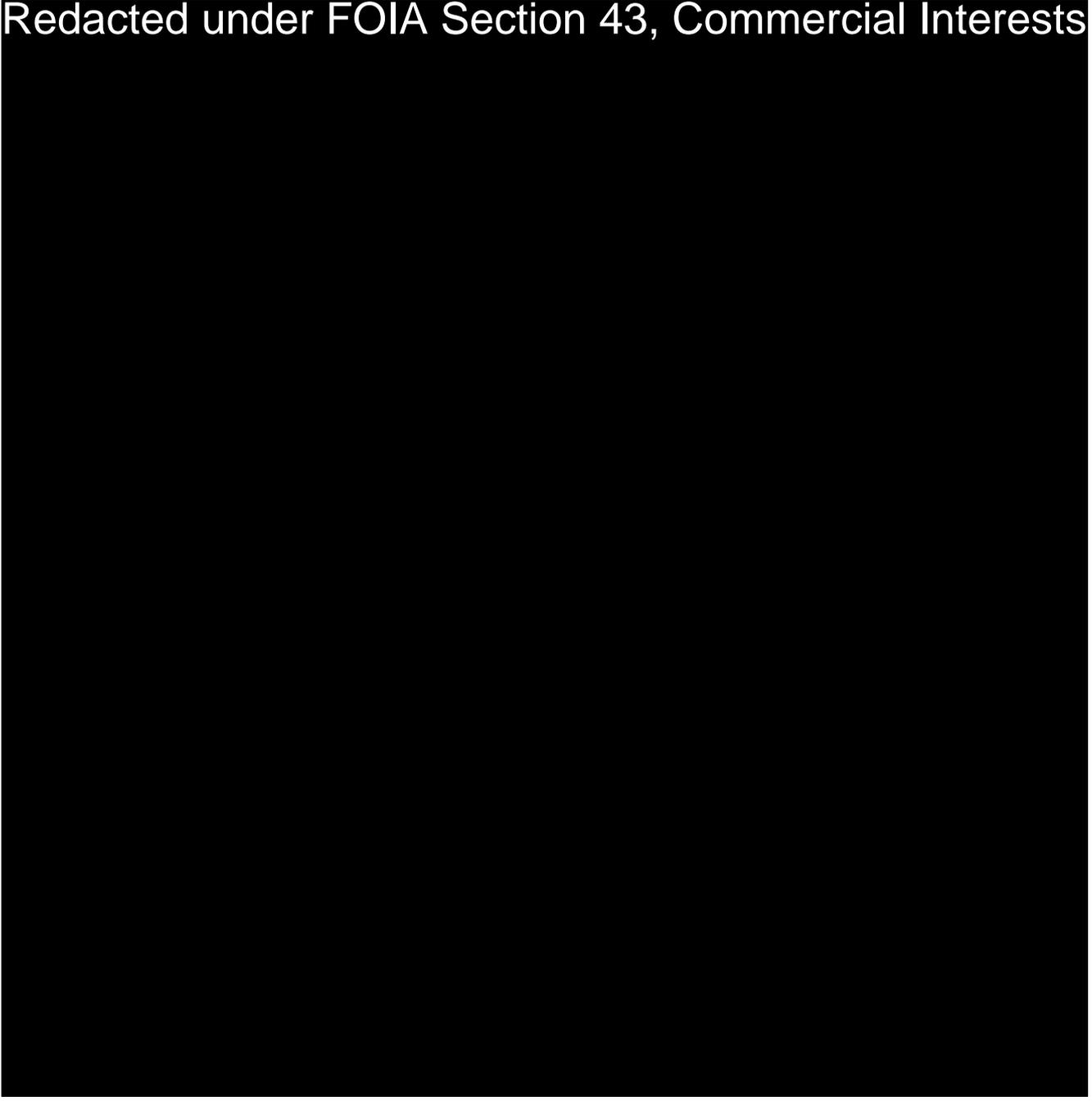


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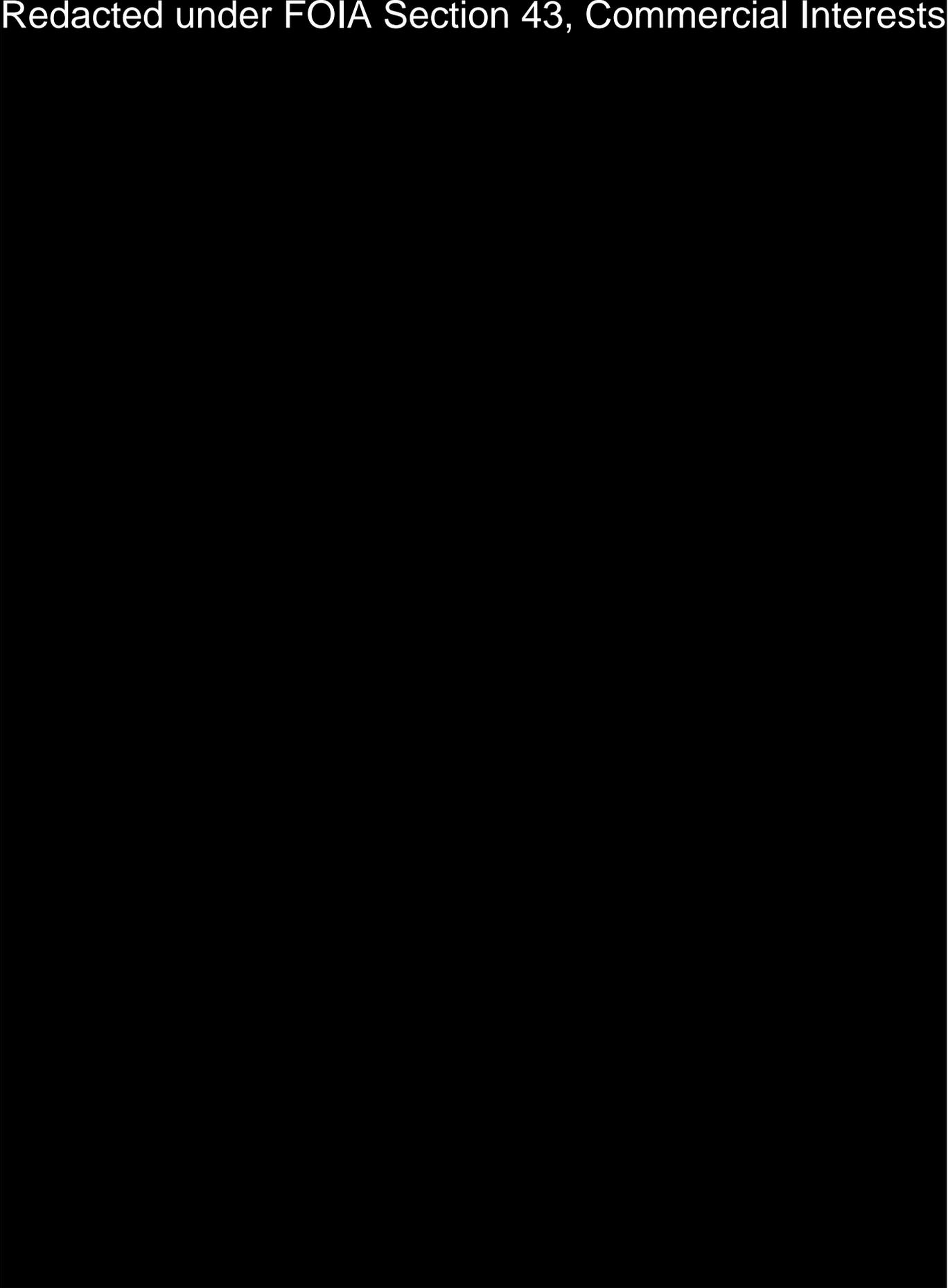
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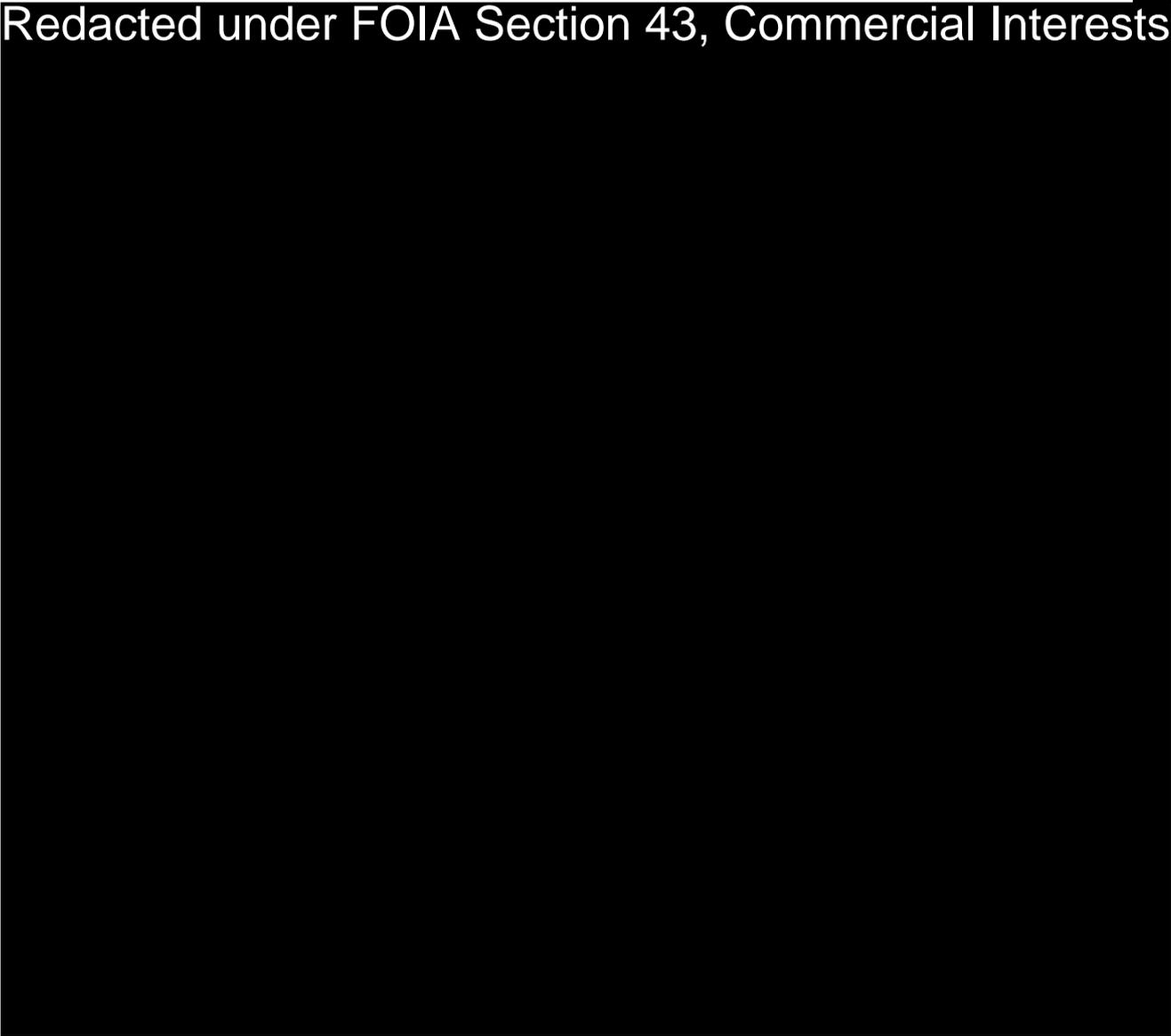
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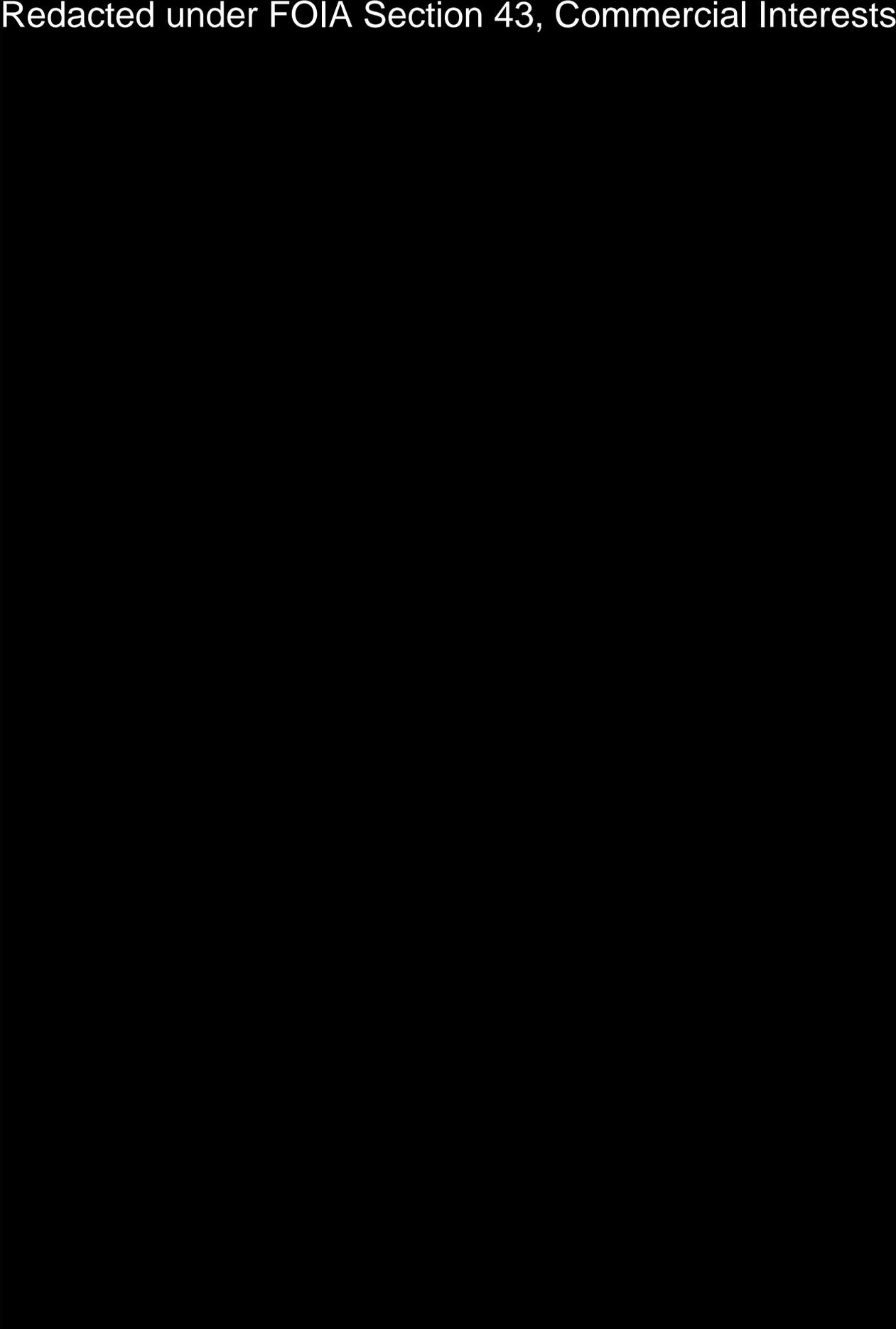


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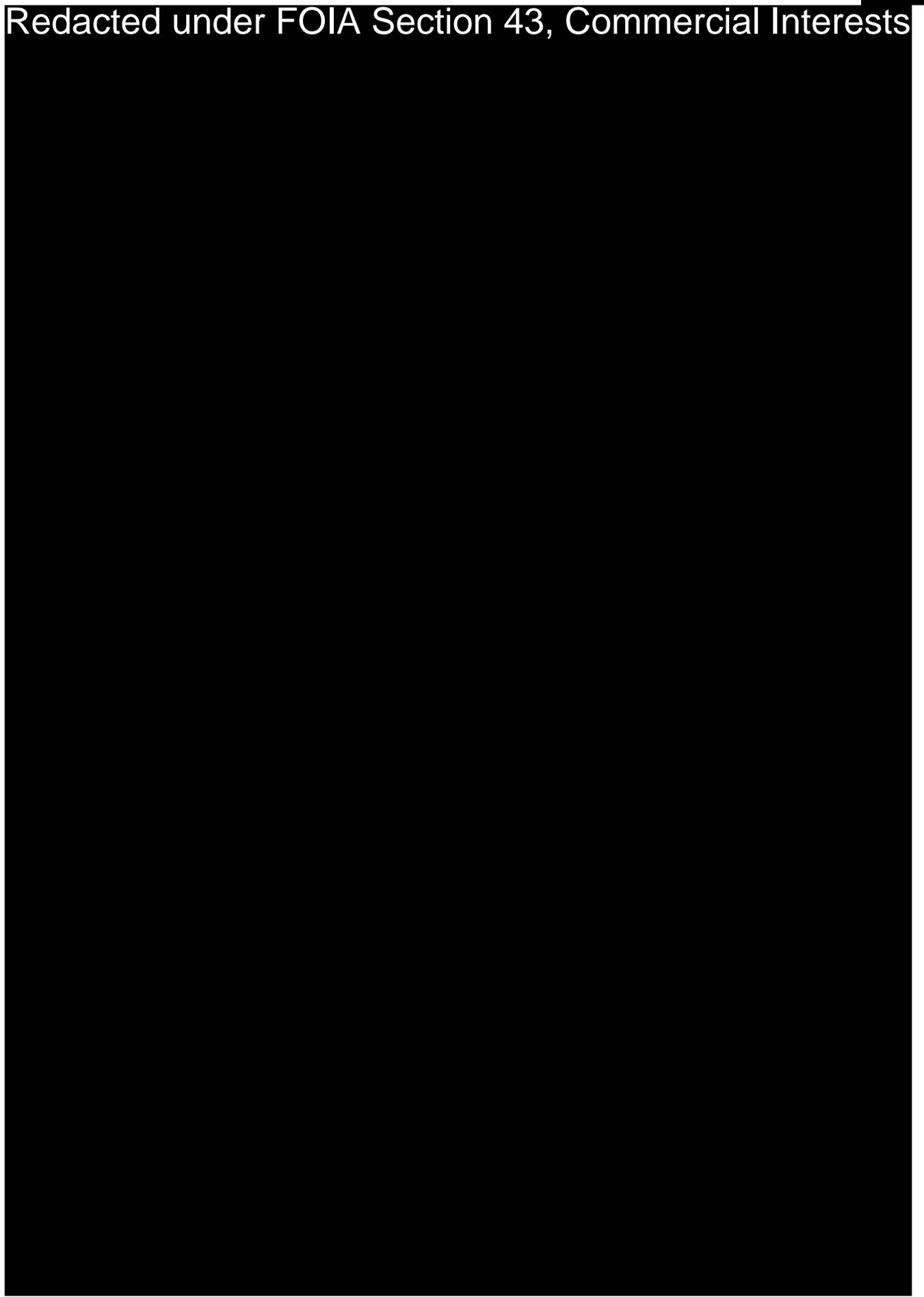
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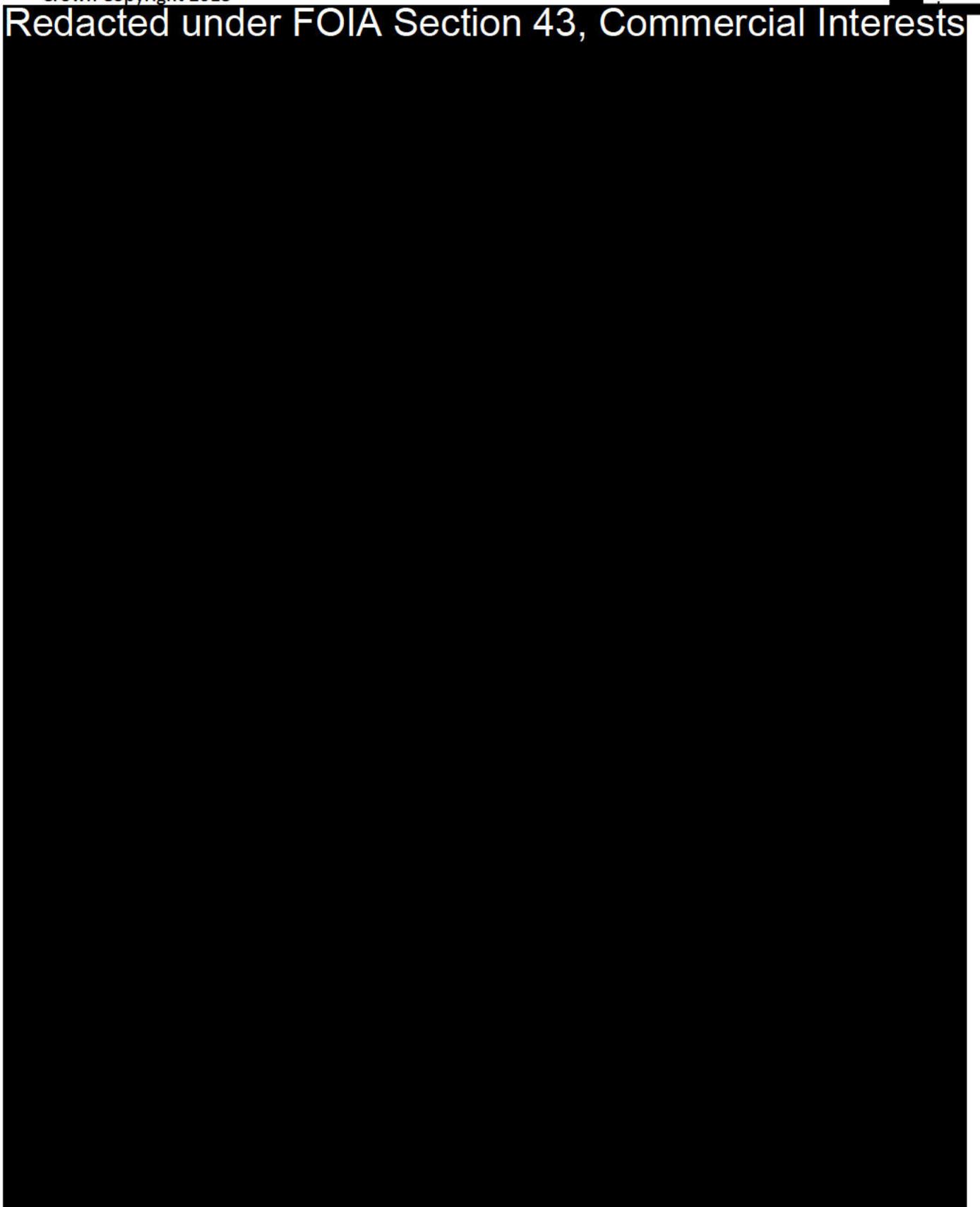


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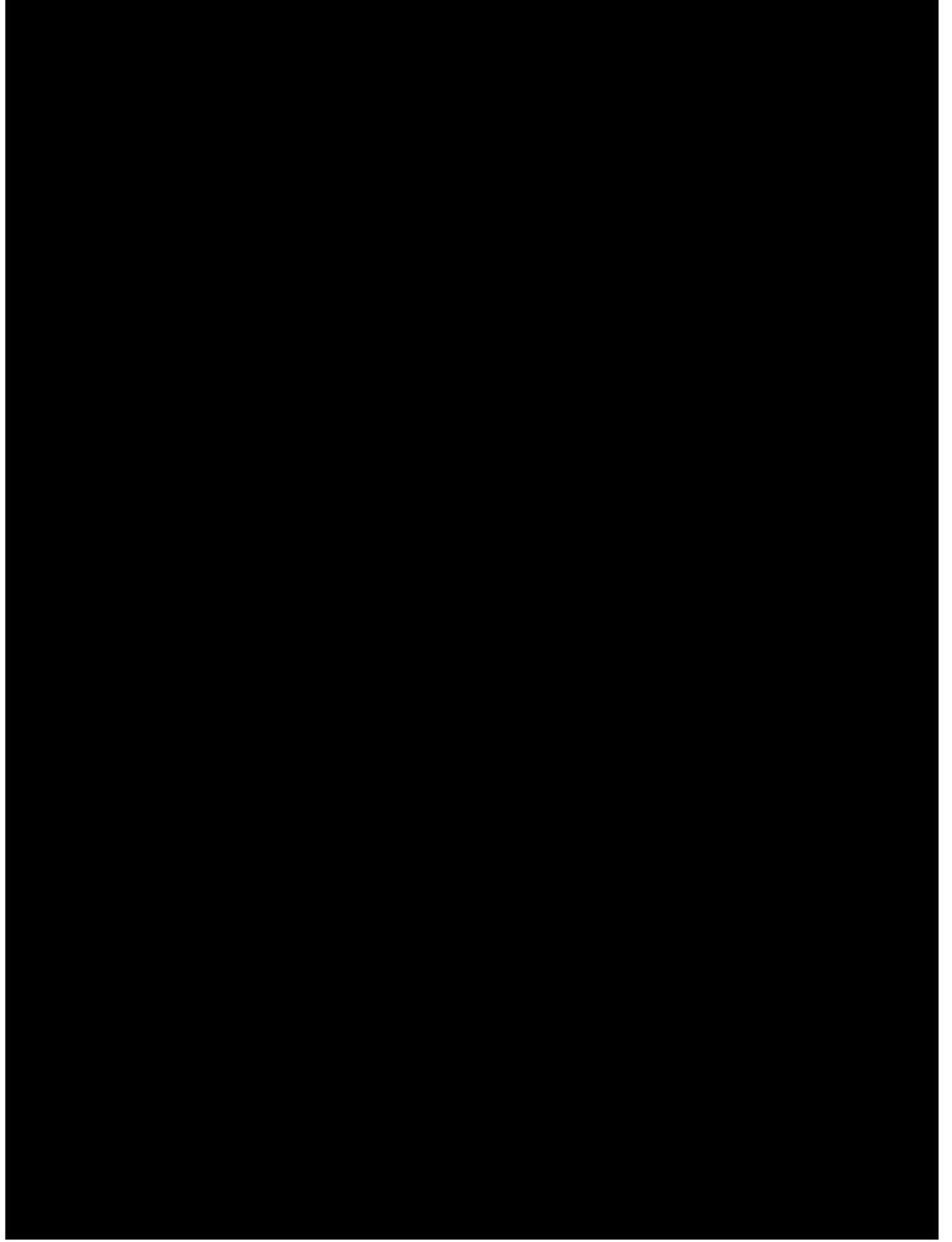
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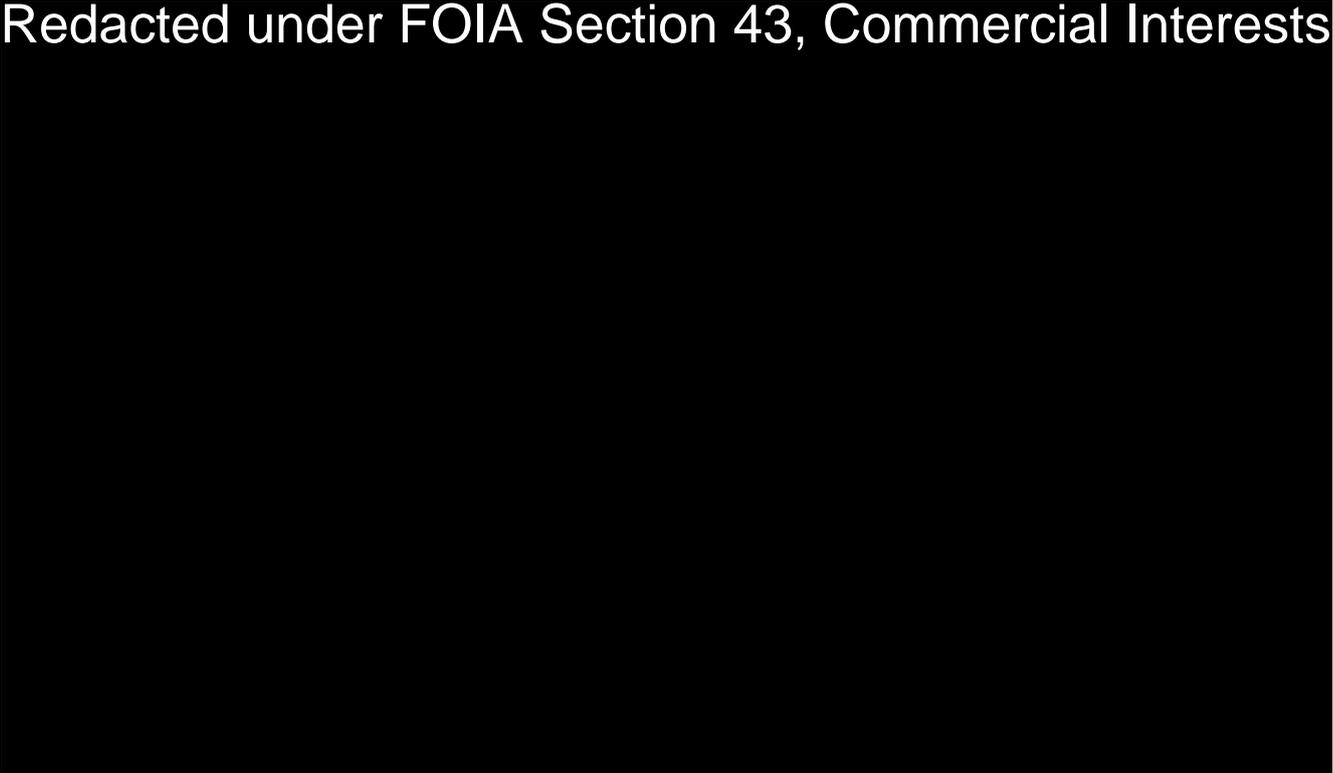
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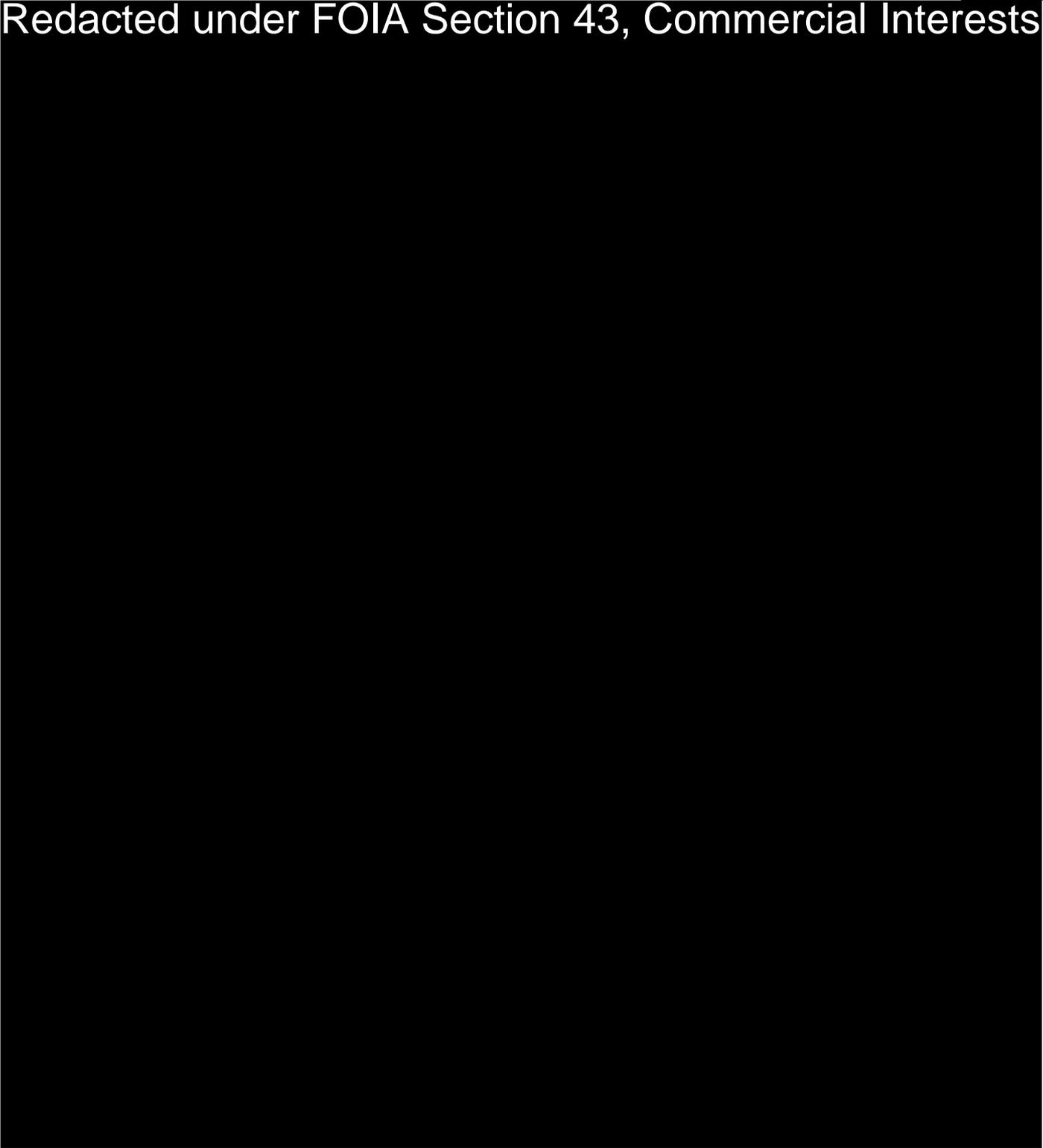
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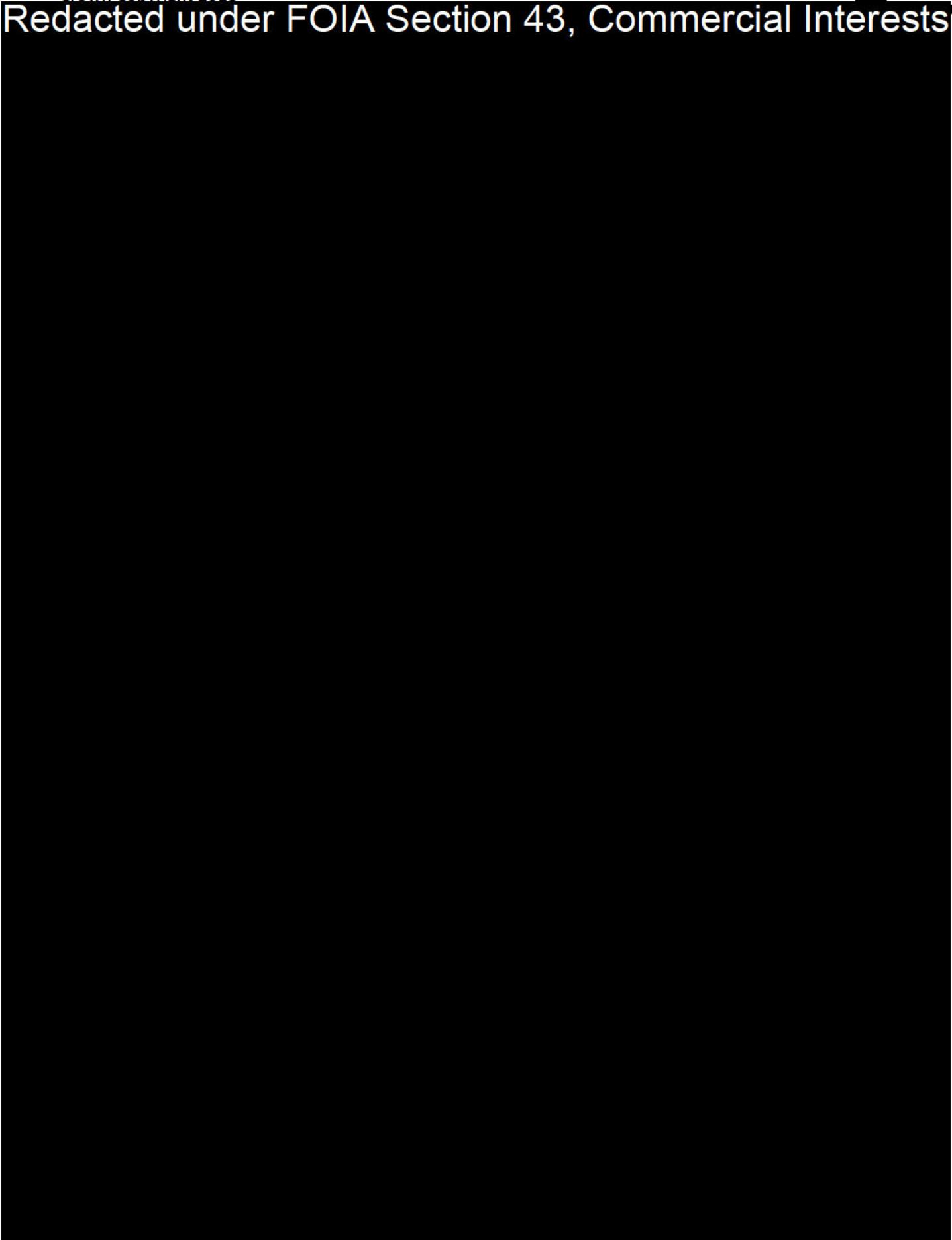
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Definitions

The following definitions are applicable to this Service Offer;

Access Fee	A monthly or other periodic charge (as set out in this Service Offer and/or the Call Off Terms) payable by the Buyer for use of the Services.
Actual Spend:	means the aggregate amount of Charges (less any fees for Equipment paid for by Equipment credit, Equipment airtime credit or cash bonus and less any credits or rebates applied to the account) incurred and paid by Customer in respect of the Services to which the Minimum Spend relates in the relevant Call Off Initial Period.
Additional Service Recipients	a Buyer Group entity which is not a direct party to this Agreement, but which is named in this Agreement as a beneficiary of the Services or otherwise approved to receive the Services
Add-on	Functionality that is added to a Connection with an existing price plan associated with it (e.g. an Email price plan added to a Voice price plan).
Agreement	means the Call-Off Contract and Service Offer.
AUP	Vodafone's acceptable use policy available on request.
Buyer	The entity identified as the Buyer in the Call-Off Contract
Buyer Equipment	hardware, Software or any other tangible material not supplied by Vodafone that is used with or to access the Service. Any Equipment Buyer purchases from Vodafone shall be considered to be Buyer Equipment once title has passed to the Buyer.

Call-Off Schedule 5 (Call-Off Pricing)

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Buyer Group	Buyer and any company in which Buyer has the beneficial ownership of more than 50% of the issued share capital, or the legal power to direct the general management of the company in question, either at or after the date of the Call-off Contract.
Buyer Site	as the context permits a Buyer's premises (either owned by Buyer or a third party) which Vodafone needs to access in order to deliver or install Equipment and/or to provide the Services or the location where the Services are to be provided, as set out in the Call-Off Contract.
Connection	A UK Vodafone SIM card (whether physical or embedded in a device (and then known as an e-SIM Card)) that has been configured to attach to the Vodafone UK network, with a voice price plan and/or data plan associated with it.
Data	a data only price plan typically added to a Connection for use on a mobile broadband device, tablet, or other such device that is limited to data use only.
Device Price List	means the document produced, maintained and issued from time to time by Vodafone detailing the devices and corresponding prices then currently available for Buyers to procure from Vodafone.
Directory Enquiries	Calls to Vodafone directory enquiries numbers (118 881), calls to directory enquiry numbers (118), for internal directory enquiries (118661). These numbering codes may be updated from time to time by the regulator.
Email	a data price plan typically added to a Connection with an existing voice price plan, and sometimes called an 'Add-On'.
End Of Life	where Vodafone or a manufacturer of Equipment declares that the type of Equipment is end-of-life (or otherwise stops marketing, selling or supporting it).
Equipment	hardware, Vodafone Software, and any other tangible equipment (other than SIMs) supplied by, or on behalf of, Vodafone to Buyer for use in receiving the Services. Equipment excludes Buyer Equipment.
Fair Usage	the usage control applied by Vodafone to certain Data price plans.
GSM Gateway	any equipment containing a SIM card which enables the routing of calls from fixed apparatus to mobile equipment by establishing a mobile to mobile call.
International Calls	Calls or texts to other countries from the UK.
Migrated Connection	a mobile number already connected to the Vodafone network (not including via mobile virtual network operators) but managed by a different supplier and that is transferred to Vodafone under the Call-Off Contract.
Minimum Spend	is the sum of money set out in the Order Form, as required by Clause 2.2(p)(iv)(B) above which is the amount the Supplier anticipates the Customer shall pay in Service Charges during the Call Off Initial Period for Services provided in accordance with the Order Form.

Call-Off Schedule 5 (Call-Off Pricing)

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Network	the communications network together with the equipment and premises that are connected to such network and which are used by Vodafone to perform the Services.
Public Sector Traveller	enables a Buyer's organisation to work abroad worry free. Buyers can take their standard UK calls, texts and data abroad knowing how much they will be charged beforehand. 4G roaming is also now available in 150 destinations. Included in all price plans.
Premium Rate Calls	Mean non-geographic numbers, charity numbers, radio-paging services, personal numbering services, call forwarding services, premium rate services, voice short codes, directory enquiry numbers. These numbering codes may be updated from time to time by the regulator.
Roaming	The ability to make calls to other countries whilst outside of the UK
Roaming Calls	Calls or texts made and/or received within a country other than the UK.
Services	the Vodafone product(s) detailed in this Service Offer.
Service Commencement Date	the date of completion of Vodafone's testing when the Service is ready for use.
Standard List Price(s)	Vodafone's standard unsubsidised charges for equipment and services as: (1) set out on any Vodafone website; and/or (2) advised to Buyers by Vodafone; and/or (3) as are available on request from Vodafone, as amended by Vodafone from time to time.
Subsidy	any Equipment Credit provided by Vodafone to the Buyer pursuant to this Service Offer
Supplier	where used in this Service Offer or Call-Off Contract means Vodafone.
Target Spend	the amount of money specified in the Call-Off Contract for a particular Service (where applicable).
Term Per Connection	The minimum term for which the Buyer commits to receive the service for each connection.
Text Message	A short message service (text) message.
User	an individual end user of the Services who is approved by Buyer and who must be a permanent or temporary employee or sub-contractor of Buyer or an Additional Service Recipient unless otherwise specified in this Agreement.
User Details	a username, password, or other access information used by a User to access the Service and/or Equipment.
VCO	Vodafone Corporate Online, the online portal provided by Vodafone used by the Buyer to place orders for additional Services and / or changes to existing Services.

Call-Off Schedule 5 (Call-Off Pricing)

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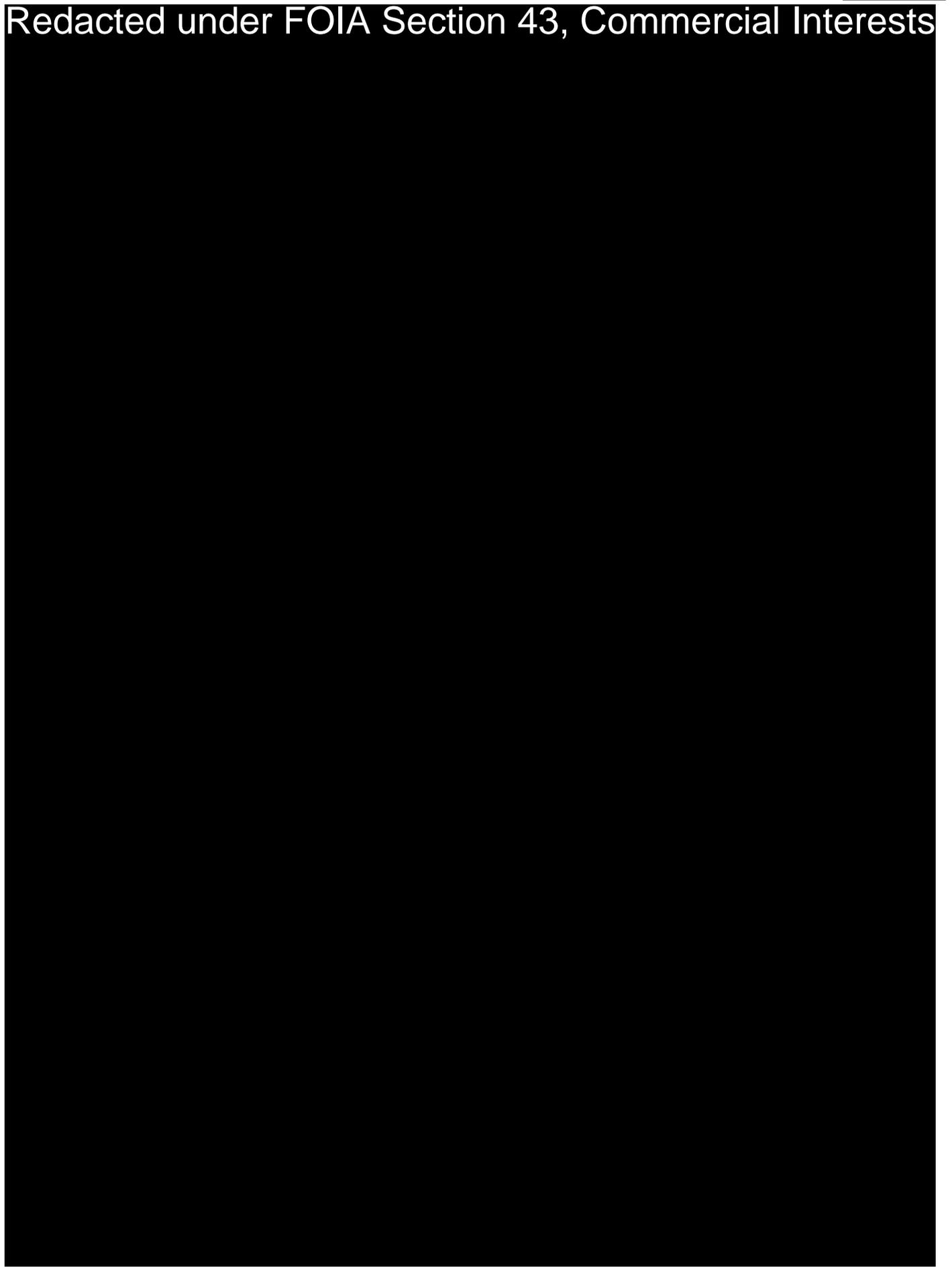
Vodafone	Vodafone Limited, registered number 01471587, and registered office Vodafone House, The Connection, Newbury, Berkshire RG14 2FN.
Vodafone Software	any Software supplied by Vodafone or its licensors to Buyer (including Software embedded in any Equipment).
Voice	a price plan with circuit switch call functionality and texting.
Wi-Fi Calling and Text Messaging (SMS over Wi-Fi)	an integrated service that allows Buyer to make and receive voice calls and text messages over a wireless internet connection such as home broadband, office broadband or public Wi-Fi (and "Wi-Fi Calling" and "SMS over Wi-Fi" shall each be construed and refer to the relevant part of such service).

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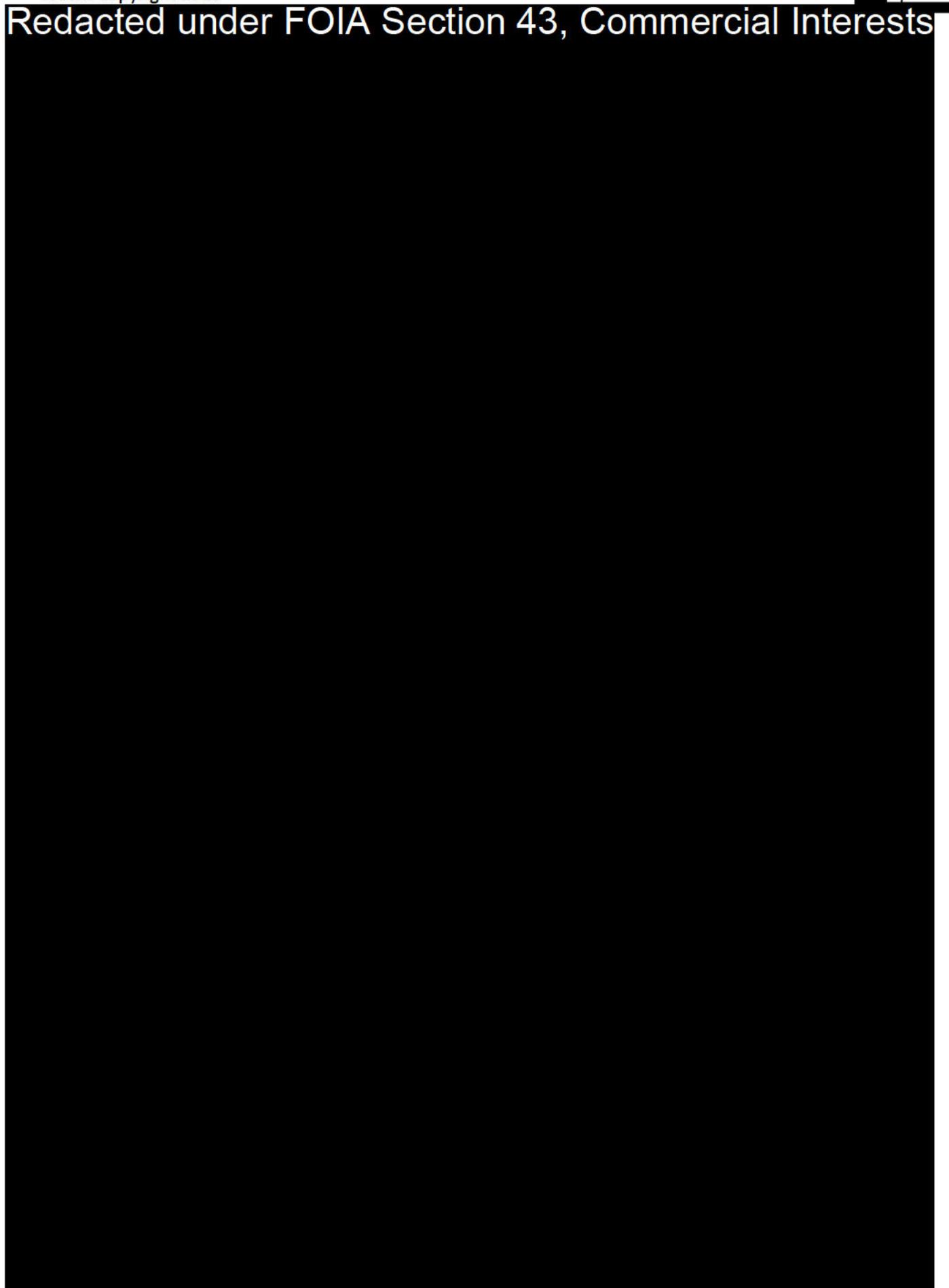
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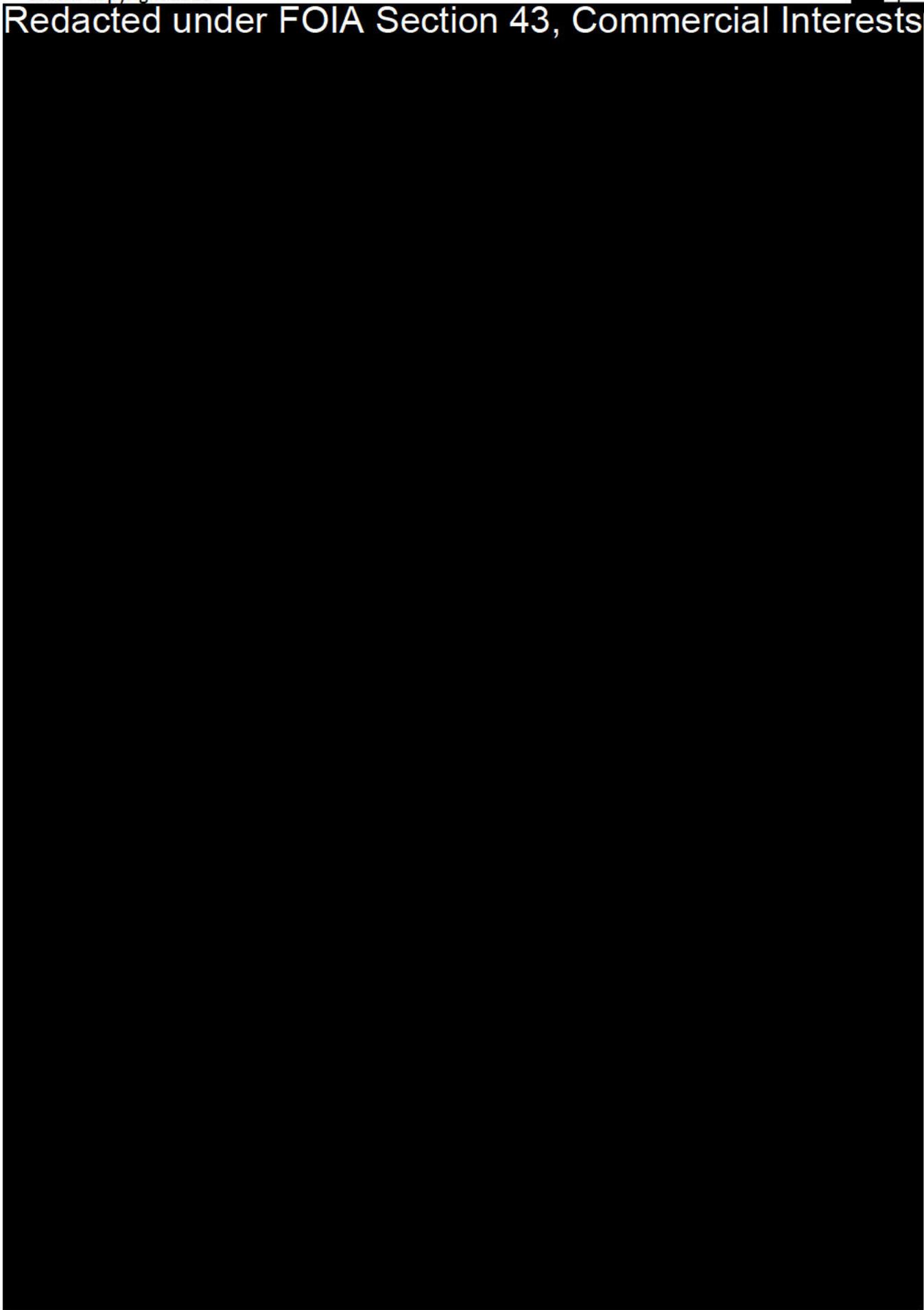
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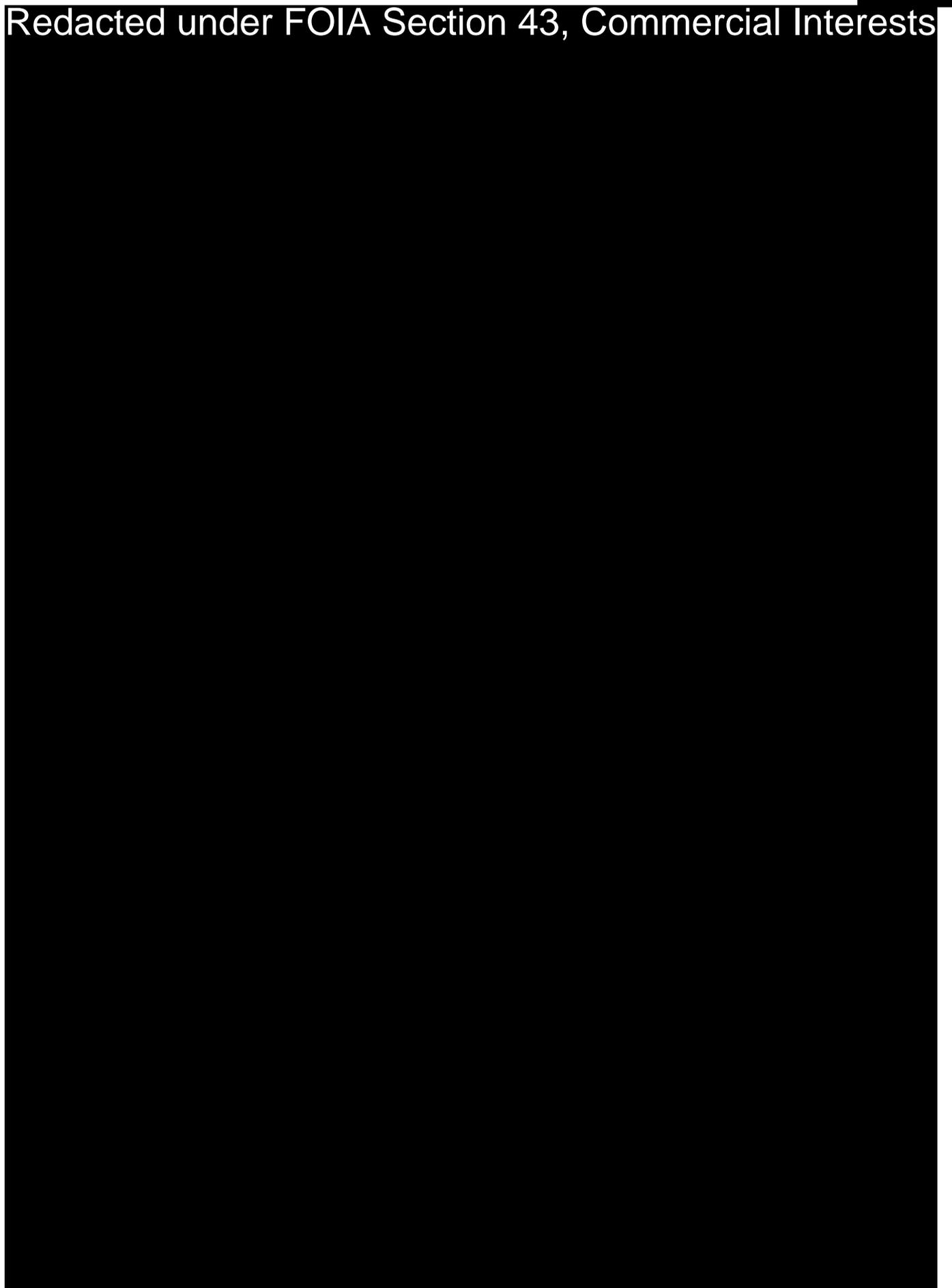


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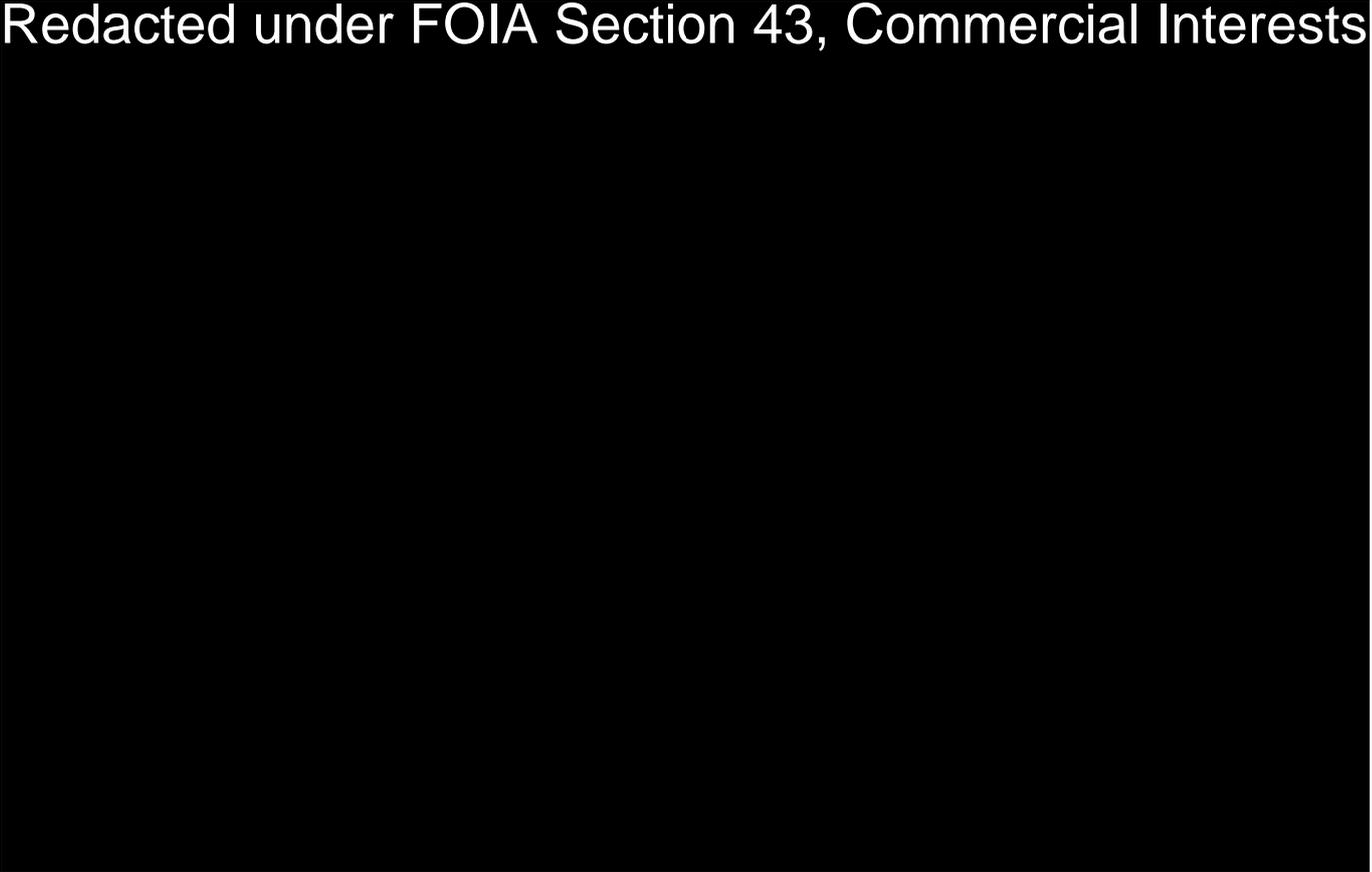
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Call-Off Schedule 5 (Call-Off Pricing)

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Call-Off Schedule 6 (ICT Services)

Call-Off Ref:

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Call-Off Schedule 6 (ICT Services)

1. Definitions

1.1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Buyer Property"	the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Contract;
"Buyer Software"	any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables;
"Buyer System"	the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables;
"Commercial off the shelf Software" or "COTS Software"	non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms;
"Core Network"	the provision of any shared central core network capability forming part of the overall Services delivered to the Buyer, which is not specific or exclusive to a specific Call-Off Contract, and excludes any configuration information specifically associated with a specific Call-Off Contract;
"Defect"	any of the following: a) any error, damage or defect in the manufacturing of a Deliverable; or b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or

Call-Off Schedule 6 (ICT Services)

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- c) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call Off Contract; or
- d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract;

"Emergency Maintenance"

ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;

"ICT Environment"

the Buyer System and the Supplier System;

"Licensed Software"

all and any Software licensed by or through the Supplier, its Subcontractors or any third party to the Buyer for the purposes of or pursuant to this Call Off Contract, including any COTS Software;

"Maintenance Schedule"

has the meaning given to it in paragraph 8 of this Schedule;

"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;

"New Release"

an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected)

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	while still retaining the original designated purpose of that item;
"Open Source Software"	computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;
"Operating Environment"	means the Buyer System and any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: a) the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or c) where any part of the Supplier System is situated;
"Permitted Maintenance"	has the meaning given to it in paragraph 8.2 of this Schedule;
"Quality Plans"	has the meaning given to it in paragraph 6.1 of this Schedule;
"Sites"	has the meaning given to it in Joint Schedule 1(Definitions), and for the purposes of this Call Off Schedule shall also include any premises from, to or at which physical interface with the Buyer System takes place;
"Software"	Specially Written Software COTS Software and non-COTS Supplier and third party software;
"Software Supporting Materials"	has the meaning given to it in paragraph 9.1 of this Schedule;
"Source Code"	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction,

Call-Off Schedule 6 (ICT Services)

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maintenance, modification and enhancement of such software;

"Specially Written Software"

any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Subcontractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR;

"Supplier System"

the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System);

2. When this Schedule should be used

2.1. This Schedule is designed to provide additional provisions necessary to facilitate the provision of ICT services which are part of the Deliverables.

3. Buyer due diligence requirements

3.1. This paragraph 3 applies where the Buyer has conducted a Further Competition Procedure. The Supplier shall satisfy itself of all relevant details, including but not limited to, details relating to the following;

3.1.1. suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Start Date) future Operating Environment;

3.1.2. operating processes and procedures and the working methods of the Buyer;

3.1.3. ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and

3.1.4. existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Contract and/or which the Supplier will require the benefit of for the provision of the Deliverables.

3.2. The Supplier confirms that it has advised the Buyer in writing of:

Call-Off Schedule 6 (ICT Services)

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- 3.2.1. each aspect, if any, of the Operating Environment that is not suitable for the provision of the Services;
- 3.2.2. each aspect, if any, of the Operating Environment where the provision of the Services will be subject to site surveys, wayleaves and/or any other consents not yet granted;
- 3.2.3. the actions needed to remedy each such unsuitable aspect; and
- 3.2.4. a timetable for and the costs of those actions.

4. Software warranty

4.1. The Supplier represents and warrants that:

- 4.1.1. it has and shall continue to have all necessary rights in and to the Licensed Software made available by the Supplier (and/or any Subcontractor) to the Buyer which are necessary for the performance of the Supplier's obligations under this Contract including the receipt of the Deliverables by the Buyer;
- 4.1.2. all components of the Specially Written Software shall:
 - 4.1.2.1. be free from material design and programming errors;
 - 4.1.2.2. perform in all material respects in accordance with the relevant specifications contained in Call Off Schedule 14 (Service Levels) and Documentation; and
 - 4.1.2.3. not infringe any IPR.

5. Provision of ICT Services

5.1. The Supplier shall:

- 5.1.1. ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with the interface requirements of the Buyer and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Buyer three (3) Months before the release of any new COTS Software or Upgrade;
- 5.1.2. ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;
- 5.1.3. ensure that the Supplier System will be free of all encumbrances;
- 5.1.4. ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Contract;
- 5.1.5. minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the Deliverables;

Call-Off Schedule 6 (ICT Services)

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6. Standards and Quality Requirements

- 6.1. The Supplier shall where requested by the Buyer as part of their Further Competition Procedure, and within the timescales specified by the Buyer, develop, quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**").
- 6.2. The Supplier shall seek Approval from the Buyer (not be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Deliverables are provided to the standard required by this Contract.
- 6.3. Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.
- 6.4. The Supplier shall ensure that the Supplier Personnel shall at all times during the Call Off Contract Period:
 - 6.4.1. be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Contract;
 - 6.4.2. apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and
 - 6.4.3. obey all lawful instructions and reasonable directions of the Buyer (including, if so required by the Buyer, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Buyer.

7. ICT Audit

- 7.1. The Supplier shall allow any auditor access to the Supplier premises to:
 - 7.1.1. inspect the ICT Environment and the wider service delivery environment (or any part of them);
 - 7.1.2. review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;
 - 7.1.3. review the Supplier's quality management systems including all relevant Quality Plans.

8. Maintenance of the ICT Environment

- 8.1. The Supplier shall where requested by the Buyer as part of their Further Competition Procedure, create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**") and make it available to the Buyer for Approval in accordance with the timetable and instructions specified by the Buyer.
- 8.2. Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (other than to the Core Network) (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.

Call-Off Schedule 6 (ICT Services)

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- 8.3. The Supplier shall give as much notice as is reasonably practicable to the Buyer prior to carrying out any Emergency Maintenance, including to the Core Network.
- 8.4. The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment and/or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Deliverables.

9. Intellectual Property Rights in ICT

9.1. Assignments granted by the Supplier: Specially Written Software

9.1.1. The Supplier assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Buyer with full guarantee (or shall procure assignment to the Buyer), title to and all rights and interest in the Specially Written Software together with and including:

- 9.1.1.1. the Documentation, Source Code and the Object Code of the Specially Written Software; and
- 9.1.1.2. all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (together the "**Software Supporting Materials**").

9.1.2. The Supplier shall:

- 9.1.2.1. inform the Buyer of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;
- 9.1.2.2. deliver to the Buyer the Specially Written Software and any computer program elements of the New IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of them promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Buyer and the Buyer shall become the owner of such media upon receipt; and
- 9.1.2.3. without prejudice to paragraph 9.1.2.2, provide full details to the Buyer of any of the Supplier's Existing IPRs or Third Party IPRs which are embedded or which are an integral part of the Specially Written Software or New IPR and the Supplier hereby grants to the Buyer and shall procure that

Call-Off Schedule 6 (ICT Services)

Call-Off Ref:

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any relevant third party licensor shall grant to the Buyer a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit such Supplier's Existing IPRs and Third Party IPRs to the extent that it is necessary to enable the Buyer to obtain the full benefits of ownership of the Specially Written Software and New IPRs.

9.1.3. The Supplier shall promptly execute all such assignments as are required to ensure that any rights in the Specially Written Software and New IPRs are properly transferred to the Buyer.

9.2. Licences for non-COTS IPR from the Supplier and third parties to the Buyer

9.2.1. Unless the Buyer gives its Approval the Supplier must not use any:

- a) of its own Existing IPR that is not COTS Software;
- b) third party software that is not COTS Software

9.2.2. Where the Buyer Approves the use of the Supplier's Existing IPR that is not COTS Software the Supplier shall grant to the Buyer a perpetual, royalty-free and non-exclusive licence to use, adapt, and sub-license the same

for any purpose relating to the Deliverables (or substantially equivalent deliverables) or for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Central Government Body, any other Central Government Body's) business or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Call-Off Contract Period and after expiry of the Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Supplier.

9.2.3. Where the Buyer Approves the use of third party Software that is not COTS Software the Supplier shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the Buyer on terms at least equivalent to those set out in Paragraph 9.2.2. If the Supplier cannot obtain such a licence for the Buyer it shall:

- 9.2.3.1. notify the Buyer in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Supplier could seek to use; and
- 9.2.3.2. only use such third party IPR as referred to at paragraph 9.2.3.1 if the Buyer Approves the terms of the licence from the relevant third party.

Call-Off Schedule 6 (ICT Services)

Call-Off Ref:

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- 9.2.4. Where the Supplier is unable to provide a licence of the Supplier's Existing IPR in accordance with Paragraph 9.2.2 above, it must meet the requirement by making use of COTS Software or Specially Written Software.
- 9.2.5. The Supplier may terminate a licence granted under paragraph 9.2.2 by giving at least thirty (30) days' notice in writing if there is an Authority Cause which constitutes a material Default which, if capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Buyer written notice specifying the breach and requiring its remedy.
- 9.3. Licences for COTS Software by the Supplier and third parties to the Buyer
- 9.3.1. The Supplier shall either grant, or procure that the owners or the authorised licensors of any COTS Software grant, a direct licence to the Buyer on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
- 9.3.2. Where the Supplier owns the COTS Software it shall make available the COTS software to a Replacement Supplier at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
- 9.3.3. Where a third party is the owner of COTS Software licensed in accordance with this Paragraph 9.3 the Supplier shall support the Replacement Supplier to make arrangements with the owner or authorised licensee to renew the license at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
- 9.3.4. The Supplier shall notify the Buyer within seven (7) days of becoming aware of any COTS Software which in the next thirty-six (36) months:
- 9.3.4.1. will no longer be maintained or supported by the developer;
or
- 9.3.4.2. will no longer be made commercially available.
- 9.4. **Buyer's right to assign/novate licences**
- 9.4.1. The Buyer may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to paragraph 9.2 (to:
- 9.4.1.1. a Central Government Body; or
- 9.4.1.2. to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer.
- 9.4.2. If the Buyer ceases to be a Central Government Body, the successor body to the Buyer shall still be entitled to the benefit of the licences granted in paragraph 9.2.

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9.5. Licence granted by the Buyer

9.5.1. The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Contract Period to use the Buyer Software and the Specially Written Software solely to the extent necessary for providing the Deliverables in accordance with this Contract, including the right to grant sub-licences to Subcontractors provided that any relevant Subcontractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 15 (Confidentiality).

9.6. Open Source Publication

9.6.1. Unless the Buyer otherwise agrees in advance in writing (and subject to paragraph 9.6.3) all Specially Written Software and computer program elements of New IPR shall be created in a format, or able to be converted (in which case the Supplier shall also provide the converted format to the Buyer) into a format, which is:

9.6.1.1. suitable for publication by the Buyer as Open Source; and

9.6.1.2. based on Open Standards (where applicable),

and the Buyer may, at its sole discretion, publish the same as Open Source.

9.6.2. The Supplier hereby warrants that the Specially Written Software and the New IPR:

9.6.2.1. are suitable for release as Open Source and that the Supplier has used reasonable endeavours when developing the same to ensure that publication by the Buyer will not enable a third party to use them in any way which could reasonably be foreseen to compromise the operation, running or security of the Specially Written Software, New IPRs or the Buyer System;

9.6.2.2. have been developed using reasonable endeavours to ensure that their publication by the Buyer shall not cause any harm or damage to any party using them;

9.6.2.3. do not contain any material which would bring the Buyer into disrepute;

9.6.2.4. can be published as Open Source without breaching the rights of any third party;

9.6.2.5. will be supplied in a format suitable for publication as Open Source ("**the Open Source Publication Material**") no later than the date notified by the Buyer to the Supplier; and

9.6.2.6. do not contain any Malicious Software.

9.6.3. Where the Buyer has Approved a request by the Supplier for any part of the Specially Written Software or New IPRs to be excluded from

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the requirement to be in an Open Source format due to the intention to embed or integrate Supplier Existing IPRs and/or Third Party IPRs (and where the Parties agree that such IPRs are not intended to be published as Open Source), the Supplier shall:

- 9.6.3.1. as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Deliverables based on IPRs which are to be excluded from Open Source publication; and
- 9.6.3.2. include in the written details and information about the impact that inclusion of such IPRs or Deliverables based on such IPRs, will have on any other Specially Written Software and/or New IPRs and the Buyer's ability to publish such other items or Deliverables as Open Source.

9.7. Malicious Software

- 9.7.1. The Supplier shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.
- 9.7.2. If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its desired operating efficiency.
- 9.7.3. Any cost arising out of the actions of the Parties taken in compliance with the provisions of paragraph 9.7.2 shall be borne by the Parties as follows:
 - 9.7.3.1. by the Supplier, where the Malicious Software originates from the Supplier Software, the third party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and
 - 9.7.3.2. by the Buyer, if the Malicious Software originates from the Buyer Software or the Buyer Data (whilst the Buyer Data was under the control of the Buyer).

10. Supplier-Furnished Terms**10.1. Software Licence Terms**

- 10.1.1. Terms for licensing of non-COTS third party software in accordance with Paragraph 9.2.3 are detailed in Part 1A of Call-Off Schedule 21.

Call-Off Schedule 6 (ICT Services)

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10.1.2. Terms for licensing of COTS software in accordance with Paragraph 9.3 are detailed in Part 1B of Call-Off Schedule 21.

11. CUSTOMER PREMISES

11.1 Licence to occupy Buyer Premises

11.1.1 Any Buyer Premises shall be made available to the Supplier on a non-exclusive licence basis free of charge and shall be used by the Supplier solely for the purpose of performing its obligations under this Call-Off Contract. The Supplier shall have the use of such Buyer Premises as licensee and shall vacate the same immediately upon completion, termination, expiry or abandonment of this Call-Off Contract and in accordance with Call-Off Schedule 10 (Exit Management).

11.1.2 The Supplier shall limit access to the Buyer Premises to such Supplier Staff as is necessary to enable it to perform its obligations under this Call-Off Contract and the Supplier shall co-operate (and ensure that the Supplier Staff co-operate) with such other persons working concurrently on such Buyer Premises as the Buyer may reasonably request.

11.1.3 Save in relation to such actions identified by the Supplier in accordance with paragraph 3.2 of this Call-Off Schedule 6 and set out in the Order Form (or elsewhere in this Call-Off Contract), should the Supplier require modifications to the Buyer Premises, such modifications shall be subject to Approval and shall be carried out by the Buyer at the Supplier's expense. The Buyer shall undertake any modification work which it approves pursuant to this paragraph 11.1.3 without undue delay. Ownership of such modifications shall rest with the Buyer.

11.1.4 The Supplier shall observe and comply with such rules and regulations as may be in force at any time for the use of such Buyer Premises and conduct of personnel at the Buyer Premises as determined by the Buyer, and the Supplier shall pay for the full cost of making good any damage caused by the Supplier Staff other than fair wear and tear. For the avoidance of doubt, damage includes without limitation damage to the fabric of the buildings, plant, fixed equipment or fittings therein.

11.1.5 The Parties agree that there is no intention on the part of the Buyer to create a tenancy of any nature whatsoever in favour of the Supplier or the Supplier Staff and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to this Call-Off Contract, the Buyer retains the right at any time to use any Buyer Premises in any manner it sees fit.

11.2 Security of Buyer Premises

Framework Ref: RM3808

Project Version: v1.0

Model Version: v3.1 – Vodafone Direct Award Version

Call-Off Schedule 6 (ICT Services)

Call-Off Ref:

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11.2.1 The Buyer shall be responsible for maintaining the security of the Buyer Premises. The Supplier shall comply with the reasonable security requirements of the Buyer while on the Buyer Premises.

11.2.2 The Buyer shall afford the Supplier upon Approval (the decision to Approve or not will not be unreasonably withheld or delayed) an opportunity to inspect its physical security arrangements.

12. Buyer Property

12.1 Where the Buyer issues Buyer Property free of charge to the Supplier such Buyer Property shall be and remain the property of the Buyer and the Supplier irrevocably licences the Buyer and its agents to enter upon any premises of the Supplier during normal business hours on reasonable notice to recover any such Buyer Property.

12.2 The Supplier shall not in any circumstances have a lien or any other interest on the Buyer Property and at all times the Supplier shall possess the Buyer Property as fiduciary agent and bailee of the Buyer.

12.3 The Supplier shall take all reasonable steps to ensure that the title of the Buyer to the Buyer Property and the exclusion of any such lien or other interest are brought to the notice of all Subcontractors and other appropriate persons and shall, at the Buyer's request, store the Buyer Property separately and securely and ensure that it is clearly identifiable as belonging to the Buyer.

12.4 The Buyer Property shall be deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies the Buyer otherwise within five (5) Working Days of receipt.

12.5 The Supplier shall maintain the Buyer Property in good order and condition (excluding fair wear and tear) and shall use the Buyer Property solely in connection with this Call-Off Contract and for no other purpose without Approval.

12.6 The Supplier shall ensure the security of all the Buyer Property whilst in its possession, either on the Sites or elsewhere during the supply of the Services, in accordance with Call-Off Schedule 9 (Security) and the Buyer's reasonable security requirements from time to time.

12.7 The Supplier shall be liable for all loss of, or damage to the Buyer Property, (excluding fair wear and tear), unless such loss or damage was solely caused by an Authority Cause. The Supplier shall inform the Buyer immediately of

Call-Off Schedule 6 (ICT Services)

Call-Off Ref:

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becoming aware of any defects appearing in or losses or damage occurring to the Buyer Property.

13. Supplier Equipment

- 13.1 Unless otherwise stated in the Order Form (or elsewhere in this Call-Off Contract), the Supplier shall provide all the Supplier Equipment necessary for the provision of the Services.
- 13.2 The Supplier shall not deliver any Supplier Equipment nor begin any work on the Buyer Premises without obtaining Approval.
- 13.3 The Supplier shall be solely responsible for the cost of carriage of the Supplier Equipment to the Sites and/or any Buyer Premises, including its off-loading, removal of all packaging and all other associated costs. Likewise on the Call-Off Expiry Date the Supplier shall be responsible for the removal of all relevant Supplier Equipment from the Sites and/or any Buyer Premises, including the cost of packing, carriage and making good the Sites and/or the Buyer Premises following removal.
- 13.4 All the Supplier's property, including Supplier Equipment, shall remain at the sole risk and responsibility of the Supplier, except that the Buyer shall be liable for loss of or damage to any of the Supplier's property located on Buyer Premises which is due to the negligent act or omission of the Buyer.
- 13.5 Subject to any express provision of the BCDR Plan (if applicable) to the contrary, the loss or destruction for any reason of any Supplier Equipment shall not relieve the Supplier of its obligation to supply the Services in accordance with this Call Off Contract, including the Service Levels.
- 13.6 The Supplier shall maintain all Supplier Equipment within the Sites and/or the Buyer Premises in a safe, serviceable and clean condition.
- 13.7 The Supplier shall, at the Buyer's written request, at its own expense and as soon as reasonably practicable:
- 13.7.1 remove from the Buyer Premises any Supplier Equipment or any component part of Supplier Equipment which in the reasonable opinion of the Buyer is either hazardous, noxious or not in accordance with this Call-Off Contract; and
 - 13.7.2 replace such Supplier Equipment or component part of Supplier Equipment with a suitable substitute item of Supplier Equipment.

Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

Call-Off Ref:

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Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

PART A: Supplier BCDR Plan

1. BCDR Plan

- 1.1 Where the Buyer has not specified a bespoke BCDR Plan in accordance with Part B as part of a Further Competition Procedure, the Supplier's BCDR Plan at Annex 1 to this Part A will apply.
- 1.2 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 1.3 The Supplier's BCDR Plan shall as a minimum detail the processes and arrangements that the Supplier shall follow to:
 - 1.3.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
 - 1.3.2 the recovery of the Deliverables in the event of a Disaster.

Framework Ref: RM3808

Project Version: v1.0

Model Version: v3.0 – Vodafone Direct Award Version

Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

Call-Off Ref:

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PART A: ANNEX 1 Supplier BCDR Plan

Framework Ref: RM3808

Project Version: v1.0

Model Version: v3.0 – Vodafone Direct Award Version



Vodafone UK

Business Resilience

Published: 23/06/2021

Version 3.0

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1. Executive Summary

Vodafone UK (VFUK) is committed to being a resilient organisation. We invest significant time and resource into ensuring that we are able to respond effectively to adverse events and recover quickly to enable us to continue to deliver business activities and critical services to our customers, whilst safeguarding our people, network and brand.

We view resilience as an overarching discipline that encompasses a number of interrelated activities and functions, including Business Continuity (BC) Management, Crisis Management, Technology Resilience and Physical and Personnel Security. In order to ensure we measure ourselves against internationally recognised standards we invest in maintaining ISO certification across the areas that support our overarching resilience. We hold current ISO 22301, ISO 27001, ISO 9001, ISO 20000 certification.

2. Major Incident Management

VFUK experience Major Incidents (MI) across our fixed and mobile estate each year and we have an established process and team in place to deal with any such incident. An MI is an event that has significantly impacted, or has the potential to impact customers, either directly or indirectly.

The MI Team is staffed 24x7x365 to provide operational command and control of an MI to ensure it is dealt with in a timely manner, mitigating any impact that would be felt by our customers.

In the event that an MI escalates above and beyond pre-defined thresholds, a Crisis will be declared and will be supported by the Crisis Management (CM) Process.

3. Crisis Management

VFUK have an established CM Process as part of our BC Management System (BCMS). The Process is flexible and can be activated to provide support in the event of any abnormal and unstable situation that provides, or may develop into, a threat to our business activities and services that support our customers, people, network and brand.

Within the CM Process we have a dedicated Crisis Team who co-ordinate and deliver CM, supported by nominated senior management personnel from across the business. All functions within the Crisis Team provide cover 24x7x365 and VFUK exercise and test their CM Process throughout the year to enable us to respond in the most efficient manner during a time of Crisis.

VFUK have a dedicated Crisis Plan in place to support the CM Process and this contains a number of pre-determined responses to specific Crisis events that are continually improved based on experience and exercise learning.

4. Business Continuity Management

VFUK has an established BCMS, certified to ISO 22301 that covers all our voice and data services that VFUK provide for our global telecommunication services. Through the delivery of a robust BCMS we enhance our resilience by ensuring that we can continue to operate our business critical functions and services to acceptable, pre-defined, levels during disruptive incidents and crisis. We also subject our Supply Chain to stringent BCMS reviews to satisfy our requirements around our supplier's resilience.

The BCMS is delivered by a dedicated and experienced Team of BC professionals supported by functional co-ordinators to ensure the accurate capture of the elements that contribute to functional Business Impact Analysis (BIAs) and Business Continuity Plans (BCPs), VFUK ensure that every area within our corporate structure is included within functional BIAs and BCPs, all of which are subject to annual review and exercising.



5. Technology Resilience

5.1 Our Network

Network Continuity

We use the latest technology to ensure our network is as resilient as possible with Network Operations Centres providing best in class network monitoring, management and service support. We work 24x7x365 to ensure that any issues on the network are identified, prioritised and addressed quickly and effectively so that any downtime is kept to a minimum.

Network Site Integrity

Our core network sites are equipped with physical and environmental control systems such as backup power systems, fire prevention and air conditioning to enable us to maintain the continuity of services that run through them.

Physical Controls

Our core sites are housed in secure premises which meet our physical security standards mandated by our dedicated Physical Security Team.

Environmental Controls

Our core sites have onsite generator backup capable of supporting the total electrical demand with an onsite fuel supply for multiple days as well as battery backup. The power design (generators, batteries and mains) and auto cutover are regularly tested to ensure uninterrupted power supply to all the core network equipment.

5.2 Mobile Network Resilience

The VFUK Mobile Network core is designed for reliability and availability, with design principles providing high availability operation at an element level within a site and geographic resilience at a network level ensuring platforms are not single points of failure. The network design is such that where a Radio Base Station provides both 2G, 3G, 4G and 5G coverage, each technology is connected to a different Mobile Telephone Exchange (MTX) to ensure continued availability even in the event of a complete MTX failure.

5.3 Fixed Network Resilience

Our VFUK Fixed Network is a state of the art converged network (known as RedStream) that provides connectivity for all our mobile, consumer and enterprise customers. The core network has been designed, built and tested with resilient equipment, physically diverse links and sites to offer high availability in the event of a failure, enabling us to maintain continuity of service to our customers.

To maximise the resilience benefits of our VFUK Fixed Network, customers should carefully consider their desired level of service availability and resilience when purchasing services from VFUK, such as dual access or backup links from the customer premise(s) to our network sites which will be more resilient than single access links. Further information on resilience options are available from your Account Management Team.

5.4 Our IT Systems

The VFUK IT Operations function is aligned to ITIL Service Management processes such as Risk, Change, Incident and Problem management with escalation and notification processes in place to assess and oversee the co-ordination of the response to any potential risk or service impacting events that may occur.

The categorisation of our VFUK IT Systems is based on the criticality of the business processes that they support, with internal service level agreements and key performance indicators defined.

A framework for testing the technical capability of our systems is in place. A key objective of the framework is to maintain team and technical levels of preparedness in order to respond to incidents, which have the potential to impact service to our customers.



6. Information Security

VFUK run an Information Security Management System (ISMS) in line with the recommendations and requirements of ISO 27001. Our ISMS ensures that we have a systematic approach to managing confidential and sensitive information to ensure it remains secure at all times.

7. Cyber Security

VFUK Cyber Security's mission is to protect VF People, Technology and Process. Through dedicated teams of Governance, Architecture, Consultancy and Operations it delivers the life cycle of; Plan, Design, Build, Run and Check, to deliver our technical solution (security by design) and support VFUK in fulfilling its legal and regulatory requirements.

Included in the Cyber Security function is a Security Operations Centre (SOC), supported by a dedicated intelligence function that combines internal expertise with best in class vendor support in order to ensure we protect our network and associated functions. The SOC and intelligence teams liaise closely with their opposite numbers in VF Group, allowing us to expand our coverage of global threats that could pose a risk to VFUK technology.

8. Physical & Personnel Security

VFUK have a dedicated Physical Security Team in place who are responsible for ensuring that our estate meets our physical security standards to ensure that we adequately protect our people and network. Their responsibilities include annual audits of our critical estate, the monitoring of access control and the setting of our minimum physical security standards. To further enhance our physical security infrastructure, we have a dedicated 24x7x365 physical security operations centre (VSOC) to provide live monitoring and management of our sites and their access, as well as provide situational updates to our field-based teams and assist in the coordination of any blue light responses.

We take our security culture seriously and run annual internal security roadshows which is further supported by regular awareness campaigns to ensure our people practice what is mandated. In addition, all employees complete Security training as part of Vodafone UK's 'Doing What's Right' training'

9. Risk Management

We have a robust risk management process, delivered by a dedicated internal Corporate Risk function, which is subject to regular reviews and continuous improvement. It ensures risks are identified, recorded, managed and mitigated as appropriate throughout our business including customer specific operational risks. Major risks are reported and escalated to senior management to ensure they are treated appropriately.

End of document



Current issue date: 10 December 2021
Expiry date: 18 October 2023
Certificate identity number: 10412420

Original approval(s):
ISO 22301 - 24 February 2014

Certificate of Approval

This is to certify that the Management System of:

Vodafone Ltd

Vodafone House, The Connection, Newbury, RG14 2FN, United Kingdom

has been approved by LRQA to the following standards:

ISO 22301:2019

Approval number(s): ISO 22301 – 0008735

This certificate is valid only in association with the certificate schedule bearing the same number on which the locations applicable to this approval are listed.

The scope of this approval is applicable to:

Voice and data services provided by Vodafone UK for its global telecommunications services.

David Derrick

Area Operations Manager UK & Ireland

Issued by: Lloyd's Register Quality Assurance Limited



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Issued by: Lloyd's Register Quality Assurance Limited, 1 Trinity Park, Bickenhill Lane, Birmingham B37 7ES, United Kingdom





Certificate identity number: 10412420

Certificate Schedule

Location	Activities
Office: Newbury, HQ Vodafone House, The Connection, Newbury, RG14 2FN, United Kingdom	ISO 22301:2019 Voice and data services provided by Vodafone UK for its global telecommunications services.
Office: Bracknell, Waterside House Waterside House, Waterside Park, Longshot Lane, Bracknell, RG12 1XL, United Kingdom	ISO 22301:2019 Voice and data services provided by Vodafone UK for its global telecommunications services.
Office: Glasgow 99 Berkeley Street, Glasgow, G3 7HR, United Kingdom	ISO 22301:2019 Voice and data services provided by Vodafone UK for its global telecommunications services.
Office: Leeds Melbourne Street, Leeds, LS2 7PS, United Kingdom	ISO 22301:2019 Voice and data services provided by Vodafone UK for its global telecommunications services.
Office: London The Speechmark The Speechmark, 114 Great Suffolk Street, London, SE1 0SL, United Kingdom	ISO 22301:2019 Voice and data services provided by Vodafone UK for its global telecommunications services.
Office: Manchester Atlas Park Atlas House, Atlas Business Park, Wythenshawe, Manchester, M22 5RR, United Kingdom	ISO 22301:2019 Voice and data services provided by Vodafone UK for its global telecommunications services.
Office: Newark Brunel House, Brunel Park, Brunel Drive, Newark, NG24 2EG, United Kingdom	ISO 22301:2019 Voice and data services provided by Vodafone UK for its global telecommunications services.
Retail Operations The Connection, Newbury, RG14 2FN, United Kingdom	ISO 22301:2019 Voice and data services provided by Vodafone UK for its global telecommunications services.
Office: Stoke Shelton Boulevard, Festival Park, Stoke-on-Trent, ST1 5PZ, United Kingdom	ISO 22301:2019 Voice and data services provided by Vodafone UK for its global telecommunications services.



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Certificate identity number: 10412420

Certificate Schedule

Location	Activities
Data Centre: Swindon SDN ISC Galileo Centre, The Computer Centre, Windmill Hill Business Park, Swindon, SN5 6LA, United Kingdom	ISO 22301:2019 Voice and data services provided by Vodafone UK for its global telecommunications services.
Warrington Workshop Unit 2, Kingsland Grange, Warrington, WA1 4RW, United Kingdom	ISO 22301:2019 Voice and data services provided by Vodafone UK for its global telecommunications services.



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Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

Call-Off Ref:

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PART B: Bespoke BCDR Plan

Not used.

Framework Ref: RM3808

Project Version: v1.0

Model Version: v3.0 – Vodafone Direct Award Version

Call-Off Schedule 9 (Security)

Call-Off Ref:

Crown Copyright 2018

Call-Off Schedule 9 (Security)

Part A: Short Form Security Requirements

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Breach of Security"

the occurrence of:

- a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or
- b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,

in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2;

"Security Management Plan"

the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time.

2. Complying with security requirements and updates to them

2.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.

2.2 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it shall also comply with the Security Policy

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and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.

- 2.3 Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 2.4 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.
- 2.5 Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

3. Security Standards

- 3.1 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
- 3.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
 - 3.2.1 is in accordance with the Law and this Contract;
 - 3.2.2 as a minimum demonstrates Good Industry Practice;
 - 3.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
 - 3.2.4 where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.
- 3.3 The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

4. Security Management Plan

4.1 Introduction

- 4.1.1 The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

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4.2 Content of the Security Management Plan

4.2.1 The Security Management Plan shall:

- a) comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
- b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
- c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
- f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and
- g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

4.3 Development of the Security Management Plan

- 4.3.1 Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date

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Security Management Plan which will be based on the draft Security Management Plan.

- 4.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.
- 4.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.
- 4.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

4.4 Amendment of the Security Management Plan

- 4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
- a) emerging changes in Good Industry Practice;
 - b) any change or proposed change to the Deliverables and/or associated processes;
 - c) where necessary in accordance with paragraph 2.2, any change to the Security Policy;
 - d) any new perceived or changed security threats; and
 - e) any reasonable change in requirements requested by the Buyer.
- 4.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
- a) suggested improvements to the effectiveness of the Security Management Plan;

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- b) updates to the risk assessments; and
 - c) suggested improvements in measuring the effectiveness of controls.
- 4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.
- 4.4.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

5. Security breach

- 5.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.
- 5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:
- 5.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
 - a) minimise the extent of actual or potential harm caused by any Breach of Security;
 - b) remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
 - c) prevent an equivalent breach in the future exploiting the same cause failure; and
 - d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.
- 5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any

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required change to the Security Management Plan shall be at no cost to the Buyer.

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PART B: Long Form Security Requirements

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1. Definitions

1.1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Core Network"	the provision of any shared central core network capability forming part of the overall Services delivered to the Buyer, which is not specific or exclusive to a specific Call-Off Contract, and excludes any configuration information specifically associated with a specific Call-Off Contract;
"Core Network Assets"	the assets used in the provision of the Core Network;
"Exclusive Assets"	Supplier Assets used exclusively by the Supplier or a Key Subcontractor in the provision of the Deliverables;
"Exit Information"	has the meaning given to it in Paragraph The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	those Supplier Assets used by the Supplier or a Key Subcontractor in connection with the Deliverables but which are also used by the Supplier or Key Subcontractor for other purposes excluding the Core Network Assets;
"Registers"	the register and configuration database referred to in Paragraph During the Contract Period, the Supplier shall promptly: of this Schedule;
"Replacement Goods"	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;

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- "Replacement Services"** any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those services are provided by the Buyer internally and/or by any third party;
- "Termination Assistance"**
- a) the provision of any configuration information reasonably required to effect the implementation of the Replacement Services excluding the Core Network;
 - b) any activity required to facilitate the transition from the live operation of an existing Service to the live operation of a Replacement Service excluding the Core Network; and
 - c) the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;
- "Termination Assistance Notice"** has the meaning given to it in Paragraph The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "Termination Assistance Notice") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify: of this Schedule;
- "Termination Assistance Period"** the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph The Buyer shall have an option to extend the Termination Assistance Period beyond the Termination Assistance Notice period provided that such extension shall not extend for more than six (6) Months beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier of such this extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than twenty (20) Working Days' written notice upon the Supplier. of this Schedule;
- "Transferable Assets"** Exclusive Assets which are capable of legal transfer to the Buyer;

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"Transferable Contracts"	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation, excluding such contracts relating to the Core Network;
"Transferring Assets"	has the meaning given to it in Paragraph which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("Transferring Assets"); of this Schedule;
"Transferring Contracts"	has the meaning given to it in Paragraph which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "Transferring Contracts"), of this Schedule.

2. Supplier must always be prepared for contract exit

- 2.1. The Supplier shall within thirty (30) days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.
- 2.2. During the Contract Period, the Supplier shall promptly:
 - 2.2.1. create and maintain a detailed register of i) all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and ii) Sub-contracts and other relevant agreements required in connection with the Deliverables insofar as they relate to Exclusive Assets and Non-Exclusive Assets; and
 - 2.2.2. create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables (excluding the Core Network) ("**Registers**").
- 2.3. The Supplier shall:
 - 2.3.1. ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
 - 2.3.2. procure that all licences for Third Party Software, and all Sub-Contracts, in relation to Exclusive and Non-Exclusive Assets shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.
- 2.4. Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

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3. Assisting re-competition for Deliverables

- 3.1. The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "Exit Information").
- 3.2. The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.
- 3.3. The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information (excluding the Core Network) which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).
- 3.4. The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables (excluding the Core Network); and not be disadvantaged in any procurement process compared to the Supplier.

4. Exit Plan

- 4.1. The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph The Exit Plan shall set out, as a minimum: of this Schedule and is otherwise reasonably satisfactory to the Buyer.
- 4.2. The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph The Exit Plan shall set out, as a minimum: of this Schedule and is otherwise reasonably satisfactory to the Buyer., then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.3. The Exit Plan shall set out, as a minimum:
 - 4.3.1. a detailed description of both the transfer and cessation processes, including a timetable;
 - 4.3.2. how the Deliverables (excluding the Core Network) will transfer to the Replacement Supplier and/or the Buyer;
 - 4.3.3. details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
 - 4.3.4. proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;

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- 4.3.5. proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
 - 4.3.6. proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
 - 4.3.7. proposals for the identification and return of all Buyer Assets in the possession of and/or control of the Supplier or any third party;
 - 4.3.8. proposals for the disposal of any redundant Deliverables and materials;
 - 4.3.9. how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
 - 4.3.10. any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- 4.4. The Supplier shall:
- 4.4.1. maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - a) every six (6) months throughout the Contract Period; and
 - b) no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;
 - c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;
 - d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and
 - 4.4.2. jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
- 4.5. Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph The Exit Plan shall set out, as a minimum: of this Schedule and is otherwise reasonably satisfactory to the Buyer., then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure. or The Supplier shall: (as the context requires), shall that draft become the Exit Plan for this Contract.
- 4.6. A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

5. Termination Assistance

- 5.1. The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "Termination Assistance Notice") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1)

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Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

- 5.1.1. the nature of the Termination Assistance required;
 - 5.1.2. the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the date that the Supplier ceases to provide the Deliverables; and
 - 5.1.3. whether the Buyer requires any additional services to assist with exit beyond what is required by this Schedule, which may be chargeable by the Supplier.
- 5.2. The Buyer shall have an option to extend the Termination Assistance Period beyond the Termination Assistance Notice period provided that such extension shall not extend for more than six (6) Months beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier of such this extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than twenty (20) Working Days' written notice upon the Supplier.
 - 5.3. Where the Buyer indicates in a Termination Assistance Notice that it requires any additional services to assist with exit in accordance with paragraph 5.1.3, the Supplier shall provide to the Buyer within ten (10) Working Days of receipt of such Termination Assistance Notice a quotation in the form of an itemised list of costs (in line with any day rates specified in the Contract) for each line of the additional services that the Buyer requires. Within five (5) Working Days of receipt of such quotation the Buyer shall confirm to the Supplier which of those itemised services it requires and the Supplier shall provide those services as part of the Termination Assistance at the Charges provided in the quotation.
 - 5.4. In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

6. Termination Assistance Period

- 6.1. Throughout the Termination Assistance Period the Supplier shall:
 - 6.1.1. continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
 - 6.1.2. provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
 - 6.1.3. use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
 - 6.1.4. subject to Paragraph If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the

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relevant Service Levels and/or the applicable Service Credits accordingly., provide the Deliverables and the Termination Assistance at no detriment to the Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;

- 6.1.5. at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
- 6.1.6. seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
- 6.2. If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier; without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.
- 6.3. If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

7. Obligations when the contract is terminated

- 7.1. The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 7.2. Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:
 - 7.2.1. vacate any Buyer Premises;
 - 7.2.2. remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;
 - 7.2.3. provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:
 - a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
 - b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.
- 7.3. Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

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8. Assets, Sub-contracts and Software

- 8.1. Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:
- 8.1.1. terminate, enter into or vary any Sub-contract insofar as it relates to Exclusive Assets and Non-Exclusive Assets; or
 - 8.1.2. (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets; or
 - 8.1.3. terminate, enter into or vary any licence for any software in connection with the Deliverables excluding the Core Network.
- 8.2. Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:
- 8.2.1. which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("Transferring Assets");
 - 8.2.2. which, if any, of:
 - a) the Exclusive Assets that are not Transferable Assets; and
 - b) the Non-Exclusive Assets,
 the Buyer and/or the Replacement Supplier requires the continued use of; and
 - 8.2.3. which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "Transferring Contracts"), in order for the Buyer and/or its Replacement Supplier to provide the Deliverables excluding the Core Network from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide:
 - i. the Deliverables (excluding the Core Network); or
 - ii. the Replacement Goods and/or Replacement Services (excluding the Core Network).
- 8.3. With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.
- 8.4. Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
- 8.5. Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
- 8.5.1. procure a non-exclusive, perpetual, royalty-free licence (or a licence on such other terms that the Buyer may agree) for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which

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- 8.5.2. procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- 8.6. The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.
- 8.7. The Buyer shall:
 - 8.7.1. accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
 - 8.7.2. once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
- 8.8. The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.
- 8.9. The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment. in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph **Error! Not a valid bookmark self-reference.** which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

9. No charges

- 9.1. Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.

10. Dividing the bills

- 10.1. All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:
 - 10.1.1. the amounts shall be annualised and divided by 365 to reach a daily rate;
 - 10.1.2. the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and
 - 10.1.3. the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

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Call-Off Schedule 11 (Installation Works)
Call-Off Ref:
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Call-Off Schedule 11 (Installation Works)

1. When this Schedule should be used

- 1.1. This Schedule is designed to provide additional provisions necessary to facilitate the provision Deliverables requiring installation by the Supplier.

2. How things must be installed

- 2.1. Where the Supplier reasonably believes, it has completed the Installation Works it shall notify the Buyer in writing. Following receipt of such notice, the Buyer shall inspect the Installation Works and shall, by giving written notice to the Supplier:
 - 2.1.1. accept the Installation Works, or
 - 2.1.2. reject the Installation Works and provide reasons to the Supplier if, in the Buyer's reasonable opinion, the Installation Works do not meet the requirements set out in the Call-Off Order Form (or elsewhere in this Contract).
- 2.2. If the Buyer rejects the Installation Works in accordance with Paragraph 2.1.2, the Supplier shall immediately rectify or remedy any defects and if, in the Buyer's reasonable opinion, the Installation Works do not, within five (5) Working Days of such rectification or remedy, meet the requirements set out in the Call-Off Order Form (or elsewhere in this Contract), the Buyer may terminate this Contract for material Default.
- 2.3. The Installation Works shall be deemed to be completed when the Supplier receives a notice issued by the Buyer in accordance with Paragraph 2.1.1. Notwithstanding the acceptance of any Installation Works in accordance with Paragraph 2.2, the Supplier shall remain solely responsible for ensuring that the Goods and the Installation Works conform to the specification in the Call-Off Order Form (or elsewhere in this Contract). No rights of estoppel or waiver shall arise as a result of the acceptance by the Buyer of the Installation Works.
- 2.4. Throughout the Contract Period, the Supplier shall have at all times all licences, approvals and consents necessary to enable the Supplier and the Supplier Staff to carry out the Installation Works.

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RM3808 Call-Off Schedule 13 (Implementation Plan and Testing)

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PART A - Implementation**1. Definitions**

1.1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

- | | |
|------------------------------|--|
| "Delay" | a) a delay in the Achievement of a Milestone by its Milestone Date; or
b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan; |
| "Deliverable Item" | an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan; |
| "Milestone Payment" | a payment identified in the Implementation Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone; |
| "Mobilisation Period" | has the meaning given to it in Paragraph 7. |

2. Agreeing and following the Implementation Plan

- 2.1. Part A of this Schedule shall only apply if specified by a Buyer that has undertaken a Further Competition.
- 2.2. A draft of the Implementation Plan is set out in the Annex to Part A of this Schedule. The Supplier shall provide a further draft Implementation Plan [Insert number of days] days after the Call-Off Contract Start Date.
- 2.3. The draft Implementation Plan:
- 2.3.1. must contain information at the level of detail necessary to manage the implementation stage effectively and as the Buyer may otherwise require; and
- 2.3.2. it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.
- 2.4. Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 2.5. The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.
- 2.6. The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.

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3. Reviewing and changing the Implementation Plan

- 3.1. Subject to Paragraph Changes to any Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Variation Procedure., the Supplier shall keep the Implementation Plan under review in accordance with the Buyer's instructions and ensure that it is updated on a regular basis.
- 3.2. The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
- 3.3. Changes to any Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Variation Procedure.
- 3.4. Where the Supplier is responsible for the failure to Achieve a Milestone by the relevant Milestone Date this shall constitute a material Default.

4. Security requirements before the Start Date

- 4.1. The Supplier shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearance in place before the Call-Off Start Date. The Supplier shall ensure that this is reflected in their Implementation Plans.
- 4.2. The Supplier shall ensure that all Supplier Staff and Subcontractors do not access the Buyer's IT systems, or any IT systems linked to the Buyer, unless they have satisfied the Buyer's security requirements.
- 4.3. The Supplier shall be responsible for providing all necessary information to the Buyer to facilitate security clearances for Supplier Staff and Subcontractors in accordance with the Buyer's requirements.
- 4.4. The Supplier shall ensure that all Supplier Staff and Subcontractors requiring access to the Buyer Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from the Buyer, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.
- 4.5. If a property requires Supplier Staff or Subcontractors to be accompanied by the Buyer's Authorised Representative, the Buyer must be given reasonable notice of such a requirement, except in the case of emergency access.

5. What to do if there is a Delay

- 5.1. If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:
 - 5.1.1. notify the Buyer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;
 - 5.1.2. include in its notification an explanation of the actual or anticipated impact of the Delay;
 - 5.1.3. comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and
 - 5.1.4. use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

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6. Compensation for a Delay

- 6.1. If Delay Payments have been included in the Implementation Plan and a Milestone has not been achieved by the relevant Milestone Date, the Supplier shall pay to the Buyer such Delay Payments (calculated as set out by the Buyer in the Implementation Plan) and the following provisions shall apply:
- 6.1.1. the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to Achieve the corresponding Milestone;
 - 6.1.2. Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a Milestone by its Milestone Date except where:
 - a) the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the Buyer can end this contract); or
 - b) the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Implementation Plan commencing on the relevant Milestone Date;
 - 6.1.3. the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is Achieved;
 - 6.1.4. no payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay Payments or be deemed to be a waiver of the right of the Buyer to recover any such damages; and
 - 6.1.5. Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 11 (How much you can be held responsible for).

7. Mobilisation Plan

- 7.1. The Mobilisation Period will be a six (6) Month period.
- 7.2. During the Mobilisation Period, the incumbent supplier shall retain full responsibility for all existing services until the Call-Off Start Date or as otherwise formally agreed with the Buyer. The Supplier's full service obligations shall formally be assumed on the Call-Off Start Date as set out in Order Form.
- 7.3. In accordance with the Implementation Plan, the Supplier shall:
- 7.3.1. work cooperatively and in partnership with the Buyer, incumbent supplier, and other Framework Supplier(s), where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;
 - 7.3.2. work with the incumbent supplier and Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;
 - 7.3.3. liaise with the incumbent supplier to enable the full completion of the Mobilisation Period activities; and
 - 7.3.4. produce an Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.

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- 7.4. The Implementation Plan will include detail stating:
- 7.4.1. how the Supplier will work with the incumbent Supplier and the Buyer Authorised Representative to capture and load up information such as asset data; and
 - 7.4.2. a communications plan, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services.
- 7.5. In addition, the Supplier shall:
- 7.5.1. appoint a Supplier Authorised Representative who shall be responsible for the management of the Mobilisation Period, to ensure that the Mobilisation Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;
 - 7.5.2. mobilise all the Services specified in the Specification within the Call-Off Contract;
 - 7.5.3. produce an Implementation Plan report for each Buyer Premises to encompass programmes that will fulfil all the Buyer's obligations to landlords and other tenants:
 - a) the format of reports and programmes shall be in accordance with the Buyer's requirements and particular attention shall be paid to establishing the operating requirements of the occupiers when preparing these programmes which are subject to the Buyer's approval; and
 - b) the Parties shall use reasonable endeavours to agree the contents of the report but if the Parties are unable to agree the contents within twenty (20) Working Days of its submission by the Supplier to the Buyer, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
 - 7.5.4. manage and report progress against the Implementation Plan;
 - 7.5.5. construct and maintain an Implementation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
 - 7.5.6. attend progress meetings (frequency of such meetings shall be as set out in the Order Form) in accordance with the Buyer's requirements during the Mobilisation Period. Implementation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and
 - 7.5.7. ensure that all risks associated with the Mobilisation Period are minimised to ensure a seamless change of control between incumbent provider and the Supplier.

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PART A Annex 1: Implementation Plan

The Implementation Plan is set out below and the Milestones to be Achieved are identified below:

Milestone	Deliverable Items	Duration	Milestone Date	Buyer Responsibilities	Milestone Payments	Delay Payments
[]	[]	[]	[]	[]	[]	[]
<p>The Milestones will be Achieved in accordance with this Call-Off Schedule 13: (Implementation Plan and Testing)</p> <p>For the purposes of Paragraph Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a Milestone by its Milestone Date except where: the Delay Period Limit shall be [insert number of days].</p>						

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Part B: Testing**1. Definitions**

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Component"	any constituent parts of the Deliverables;
"Material Test Issue"	a Test Issue of Severity Level 1 or Severity Level 2;
"Satisfaction Certificate"	a certificate materially in the form of the document contained in Annex 2 of Part B of this Schedule issued by the Buyer when a Deliverable and/or Milestone has satisfied its relevant Test Success Criteria;
"Severity Level"	the level of severity of a Test Issue, the criteria for which are described in Annex 1 of Part B of this Schedule;
"Test Issue Management Log"	a log for the recording of Test Issues as described further in Paragraph Error! Reference source not found. of Part B of this Schedule;
"Test Issue Threshold"	in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan;
"Test Reports"	the reports to be produced by the Supplier setting out the results of Tests;
"Test Specification"	the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 6.2 of Part B of this Schedule;
"Test Strategy"	a strategy for the conduct of Testing as described further in Paragraph Error! Reference source not found. of Part B of this Schedule;
"Test Success Criteria"	in relation to a Test, the test success criteria for that Test as referred to in Paragraph Error! Reference source not found. of Part B of this Schedule;
"Test Witness"	any person appointed by the Buyer pursuant to Paragraph Error! Reference source not found. of Part B of this Schedule; and
"Testing Procedures"	the applicable testing procedures and Test Success Criteria set out in this Schedule.

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2. How testing should work

- 2.1. Part B of this Schedule shall only apply if specified by a Buyer that has undertaken a Further Competition.
- 2.2. All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy, Test Specification and the Test Plan.
- 2.3. The Supplier shall not submit any Deliverable for Testing:
 - 2.3.1. unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria;
 - 2.3.2. until the Buyer has issued a Satisfaction Certificate in respect of any prior, dependant Deliverable(s); and
 - 2.3.3. until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).
- 2.4. The Supplier shall use reasonable endeavours to submit each Deliverable for Testing or re-Testing by or before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Deliverable.
- 2.5. Prior to the issue of a Satisfaction Certificate, the Buyer shall be entitled to review the relevant Test Reports and the Test Issue Management Log.

3. Planning for testing

- 3.1. The Supplier shall develop the final Test Strategy as soon as practicable after the Start Date but in any case no later than twenty (20) Working Days after the Start Date.
- 3.2. The final Test Strategy shall include:
 - 3.2.1. an overview of how Testing will be conducted in relation to the Implementation Plan;
 - 3.2.2. the process to be used to capture and record Test results and the categorisation of Test Issues;
 - 3.2.3. the procedure to be followed should a Deliverable fail a Test, fail to satisfy the Test Success Criteria or where the Testing of a Deliverable produces unexpected results, including a procedure for the resolution of Test Issues;
 - 3.2.4. the procedure to be followed to sign off each Test;
 - 3.2.5. the process for the production and maintenance of Test Reports and a sample plan for the resolution of Test Issues;
 - 3.2.6. the names and contact details of the Buyer and the Supplier's Test representatives;
 - 3.2.7. a high level identification of the resources required for Testing including Buyer and/or third party involvement in the conduct of the Tests;
 - 3.2.8. the technical environments required to support the Tests; and
 - 3.2.9. the procedure for managing the configuration of the Test environments.

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4. Preparing for Testing

- 4.1. The Supplier shall develop Test Plans and submit these for Approval as soon as practicable but in any case no later than twenty (20) Working Days prior to the start date for the relevant Testing as specified in the Implementation Plan.
- 4.2. Each Test Plan shall include as a minimum:
 - 4.2.1. the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being Tested and, for each Test, the specific Test Success Criteria to be satisfied; and
 - 4.2.2. a detailed procedure for the Tests to be carried out.
- 4.3. The Buyer shall not unreasonably withhold or delay its approval of the Test Plan provided that the Supplier shall implement any reasonable requirements of the Buyer in the Test Plan.

5. Passing Testing

- 5.1. The Test Success Criteria for all Tests shall be agreed between the Parties as part of the relevant Test Plan pursuant to Paragraph 4.

6. How Deliverables will be tested

- 6.1. Following approval of a Test Plan, the Supplier shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable and in any event at least ten (10) Working Days prior to the start of the relevant Testing (as specified in the Implementation Plan).
- 6.2. Each Test Specification shall include as a minimum:
 - 6.2.1. the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Buyer and the extent to which it is equivalent to live operational data;
 - 6.2.2. a plan to make the resources available for Testing;
 - 6.2.3. Test scripts;
 - 6.2.4. Test pre-requisites and the mechanism for measuring them; and
 - 6.2.5. expected Test results, including:
 - (a) a mechanism to be used to capture and record Test results; and
 - (b) a method to process the Test results to establish their content.

7. Performing the tests

- 7.1. Before submitting any Deliverables for Testing the Supplier shall subject the relevant Deliverables to its own internal quality control measures.
- 7.2. The Supplier shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 9.3.
- 7.3. The Supplier shall notify the Buyer at least ten (10) Working Days in advance of the date, time and location of the relevant Tests and the Buyer shall ensure that the Test Witnesses attend the Tests.
- 7.4. The Buyer may raise and close Test Issues during the Test witnessing process.

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- 7.5. The Supplier shall provide to the Buyer in relation to each Test:
 - 7.5.1. a draft Test Report not less than two (2) Working Days prior to the date on which the Test is planned to end; and
 - 7.5.2. the final Test Report within five (5) Working Days of completion of Testing.
- 7.6. Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:
 - 7.6.1. an overview of the Testing conducted;
 - 7.6.2. identification of the relevant Test Success Criteria that have/have not been satisfied together with the Supplier's explanation of why any criteria have not been met;
 - 7.6.3. the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;
 - 7.6.4. the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 8.1; and
 - 7.6.5. the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.
- 7.7. When the Supplier has completed a Milestone it shall submit any Deliverables relating to that Milestone for Testing.
- 7.8. Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Buyer shall be entitled to recover from the Supplier, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.
- 7.9. If the Supplier successfully completes the requisite Tests, the Buyer shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion. Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that the Deliverables are implemented in accordance with this Contract.

8. Discovering Problems

- 8.1. Where a Test Report identifies a Test Issue, the Parties shall agree the classification of the Test Issue using the criteria specified in Annex 1 and the Test Issue Management Log maintained by the Supplier shall log Test Issues reflecting the Severity Level allocated to each Test Issue.
- 8.2. The Supplier shall be responsible for maintaining the Test Issue Management Log and for ensuring that its contents accurately represent the current status of each Test Issue at all relevant times. The Supplier shall make the Test Issue Management Log available to the Buyer upon request.
- 8.3. The Buyer shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Supplier. If the Parties are unable to agree the classification of any unresolved Test Issue, the Dispute shall be dealt with in accordance with the Dispute Resolution Procedure using the Expedited Dispute Timetable.

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9. Test witnessing

- 9.1. The Buyer may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Buyer, each of whom shall have appropriate skills to fulfil the role of a Test Witness.
- 9.2. The Supplier shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.
- 9.3. The Test Witnesses:
 - 9.3.1. shall actively review the Test documentation;
 - 9.3.2. will attend and engage in the performance of the Tests on behalf of the Buyer so as to enable the Buyer to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;
 - 9.3.3. shall not be involved in the execution of any Test;
 - 9.3.4. shall be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;
 - 9.3.5. may produce and deliver their own, independent reports on Testing, which may be used by the Buyer to assess whether the Tests have been Achieved;
 - 9.3.6. may raise Test Issues on the Test Issue Management Log in respect of any Testing; and
 - 9.3.7. may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

10. Auditing the quality of the test

- 10.1. The Buyer or an agent or contractor appointed by the Buyer may perform on-going quality audits in respect of any part of the Testing (each a "Testing Quality Audit") subject to the provisions set out in the agreed Quality Plan.
- 10.2. The Supplier shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.
- 10.3. The Buyer will give the Supplier at least five (5) Working Days' written notice of the Buyer's intention to undertake a Testing Quality Audit.
- 10.4. The Supplier shall provide all reasonable necessary assistance and access to all relevant documentation required by the Buyer to enable it to carry out the Testing Quality Audit.
- 10.5. If the Testing Quality Audit gives the Buyer concern in respect of the Testing Procedures or any Test, the Buyer shall prepare a written report for the Supplier detailing its concerns and the Supplier shall, within a reasonable timeframe, respond in writing to the Buyer's report.
- 10.6. In the event of an inadequate response to the written report from the Supplier, the Buyer (acting reasonably) may withhold a Satisfaction Certificate until the issues in the report have been addressed to the reasonable satisfaction of the Buyer.

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11. Outcome of the testing

- 11.1. The Buyer will issue a Satisfaction Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.
- 11.2. If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Buyer shall notify the Supplier and:
 - 11.2.1. the Buyer may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues;
 - 11.2.2. the Buyer may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or
 - 11.2.3. where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 11.3. The Buyer shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.
- 11.4. The Buyer shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:
 - 11.4.1. the issuing by the Buyer of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and
 - 11.4.2. performance by the Supplier to the reasonable satisfaction of the Buyer of any other tasks identified in the Implementation Plan as associated with that Milestone.
- 11.5. The grant of a Satisfaction Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of any Implementation Plan and Clause 4 (Pricing and payments).
- 11.6. If a Milestone is not Achieved, the Buyer shall promptly issue a report to the Supplier setting out the applicable Test Issues any other reasons for the relevant Milestone not being Achieved.
- 11.7. If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Buyer shall issue a Satisfaction Certificate.
- 11.8. If there is one or more Material Test Issue(s), the Buyer shall refuse to issue a Satisfaction Certificate and, without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 11.9. If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Buyer may at its discretion (without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:
 - 11.9.1. any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Buyer agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the

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Buyer within ten (10) Working Days of receipt of the Buyer's report pursuant to Paragraph 10.5); and

- 11.9.2. where the Buyer issues a conditional Satisfaction Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

12. Risk

12.1. The issue of a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:

- 12.1.1. operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Buyer's requirements for that Deliverable or Milestone; or
- 12.1.2. affect the Buyer's right subsequently to reject all or any element of the Deliverables and/or any Milestone to which a Satisfaction Certificate relates.

PART B Annex 1: Test Issues – Severity Levels

1. Severity 1 Error

- 1.1 This is an error that causes non-recoverable conditions, e.g. it is not possible to continue using a Component.

2. Severity 2 Error

- 2.1 This is an error for which, as reasonably determined by the Buyer, there is no practicable workaround available, and which:
 - 2.1.1 causes a Component to become unusable;
 - 2.1.2 causes a lack of functionality, or unexpected functionality, that has an impact on the current Test; or
 - 2.1.3 has an adverse impact on any other Component(s) or any other area of the Deliverables;

3. Severity 3 Error

- 3.1 This is an error which:
 - 3.1.1 causes a Component to become unusable;
 - 3.1.2 causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or
 - 3.1.3 has an impact on any other Component(s) or any other area of the Deliverables;but for which, as reasonably determined by the Buyer, there is a practicable workaround available;

4. Severity 4 Error

- 4.1 This is an error which causes incorrect functionality of a Component or process, but for which there is a simple, Component based, workaround, and which has no impact on the current Test, or other areas of the Deliverables; and

5. Severity 5 Error

- 5.1 This is an error that causes a minor problem, for which no workaround is required, and which has no impact on the current Test, or other areas of the Deliverables.

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6.

PART B Annex 2: Satisfaction Certificate

To: **[insert name of Supplier]**

From: **[insert name of Buyer]**

[insert Date dd/mm/yyyy]

Dear Sirs,

Satisfaction Certificate

Deliverable/Milestone(s): **[insert relevant description of the agreed Deliverables/Milestones]**.

We refer to the agreement ("Call-Off Contract") **[insert Call-Off Contract reference number]** relating to the provision of the **[insert description of the Deliverables]** between the **[insert Buyer name]** ("Buyer") and **[insert Supplier name]** ("Supplier") dated **[insert Call-Off Start Date dd/mm/yyyy]**.

The definitions for any capitalised terms in this certificate are as set out in the Call-Off Contract.

[We confirm that all the Deliverables relating to **[insert relevant description of Deliverables/agreed Milestones and/or reference number(s) from the Implementation Plan]** have been tested successfully in accordance with the Test Plan **[or that a conditional Satisfaction Certificate has been issued in respect of those Deliverables that have not satisfied the relevant Test Success Criteria]**.

[OR]

[This Satisfaction Certificate is granted on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]

[You may now issue an invoice in respect of the Milestone Payment associated with this Milestone in accordance with Clause 4 (Pricing and payments)].

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of **[insert name of Buyer]**

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1. Introduction

- 1.1. The Buyer will specify in the Order Form at Further Competition whether Part A or Part B to this Schedule applies.
- 1.2. Where the Buyer has not conducted a Further Competition Part B to this Schedule will apply.

2. Definitions

- 2.1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

“Achieved Service Level”	means the actual level of performance of a Service achieved by the Supplier in relation to a Service Level Performance Criteria for a Service Period;
“Agreed Service Time”	means the period during which the Supplier ensures the Services are Available to the Buyer;
“Available”	a Service shall be “Available” when the Buyer’s end users are able to access and use all its functions at a level that enables them to carry out their normal duties. Availability shall be construed accordingly;
“Call-Off Contract Year”	means a consecutive period of twelve (12) Months commencing on the Call-Off Start Date or each anniversary thereof;
“Critical Service Level Failure”	takes the meaning; <ol style="list-style-type: none"> a) Specified by the Buyer where the Buyer selects Part A to this Call-Off Schedule 14; or b) any instance of critical service level failure specified in Annex 2 to Part B of this Schedule where the Buyer selects Part B to this Schedule;
“Downtime”	means any period of time within the Agreed Service Time during which a Service is not Available, excluding Planned Downtime;
“Imposed Carrier Downtime”	means time during which the Supplier is prevented from supplying the Services due to unavailability of an underlying telecommunications service from a third-party provider on which the Services are dependent. In any instance where the Supplier claims Imposed Carrier Downtime, the Supplier must be able to provide evidence to the satisfaction of the Buyer that the interruption to the Services was in fact due in its entirety to unavailability of the underlying service;
“Incident”	means an unplanned incident or interruption to Services, reduction in the quality of the Services or event which could affect the Services in the future;
“Incident Resolution Time”	means the time taken by the Supplier to Resolve an Incident, as set out in this Schedule;

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“Planned Downtime”	means the time agreed in advance in writing by the Supplier and Buyer within the Agreed Service Time when a Service is not Available;
“Provisioning”	means the time taken from the placement of an Order for a Service or part thereof until the Service is Available to the Buyer and Provision shall be construed accordingly;
“Resolution”	means an action taken by or on behalf of the Supplier to fully repair the root cause of an Incident or to implement a workaround, such that the Services are returned to being Available. Resolve and Resolved shall be construed accordingly;
“Service Credit Cap”	means: <ul style="list-style-type: none"> a) in the period from the Call-Off Start Date to the end of the first Call-Off Contract Year fifteen thousand pounds (£15,000); and b) during the remainder of the Call-Off Contract Period, thirty five per cent (35%) of the Call-Off Contract Charges payable to the Supplier under this Call-Off Contract in the period of twelve (12) Months immediately preceding the Service Period in respect of which Service Credits are accrued; <p>unless otherwise stated in the Order Form during a Further Competition.</p>
“Service Credits”	<ul style="list-style-type: none"> a) any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels; or b) any service credits specified in the Annex to Part B of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
“Service Desk”	means the single point of contact set up and operated by the Supplier to log, monitor and escalate Incidents, Incident Resolutions and Service Requests;
“Service Failure Threshold”	means the level of performance of a Service which becomes unacceptable to the Buyer, including as set out in each Service Level Performance Criteria and where the Supplier fails to provide the Services in accordance with this Contract;
“Service Level Failure”	means a failure to meet the Service Level Threshold in respect of a Service Level Performance Criterion;
“Service Level Performance Criteria”	means the criteria identified in either; <ul style="list-style-type: none"> a) Annex 1 to Part A of this Schedule; or b) paragraph 3.6 of Part B of this Schedule, against which the individual metrics are assessed; <p>depending upon whether Part A or Part B is selected by the Buyer</p>

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“Service Levels”	means any service levels applicable to the provision of the Services under this Call-Off Contract specified in Call-Off Schedule 14 (Service Levels);
“Service Level Threshold”	shall be as set out against the relevant Service Level Performance Criteria in Annex 1 of Part A, or Annex 1 of Part B, of this Schedule depending upon which option is selected by the Buyer;
“Service Period”	means a recurrent period of one month during the Call-Off Contract Period, unless otherwise specified in the Order Form;
“Unavailable”	in relation to a Service, means that the Service is not Available;

3. What happens if you don't meet the Service Levels

- 3.1. The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Threshold for each Service Level.
- 3.2. The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A or Part B of this Schedule, as appropriate, including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Threshold.
- 3.3. The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part C (Performance Monitoring) of this Schedule.
- 3.4. A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
 - 3.4.1. the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
 - 3.4.2. the Service Level Failure:
 - a) exceeds the relevant Service Failure Threshold;
 - b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
 - c) results in the corruption or loss of any Government Data; and/or
 - d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or
 - 3.4.3. the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 of the Core Terms (CCS and Buyer Termination Rights).

4. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

- 4.1. any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
- 4.2. the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("Compensation for Critical Service Level Failure"),

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provided that the operation of this paragraph Critical Service Level Failure shall be without prejudice to the right of the Buyer to terminate this Contract pursuant to Clause 10.4 of the Core Terms (CCS and Buyer Termination Rights) and/or to claim damages from the Supplier for material Default.

PART B: Long Form Service Levels and Service Credits

1. General provisions

- 1.1. The Supplier shall provide support and advice, when required by the Buyer, on matters relating to:
 - 1.1.1. Availability of the Services;
 - 1.1.2. quality of the Services;
 - 1.1.3. provisioning;
 - 1.1.4. essential downtime
 - 1.1.5. Buyer support;
 - 1.1.6. complaints handling; and
 - 1.1.7. accurate and timely invoices.
- 1.2. The Supplier accepts and acknowledges that failure to meet the Service Level Threshold set out in this Part B of this Call-Off Schedule will result in Service Credits being due to the Buyer.

2. Principal points

- 2.1. The objectives of the Service Levels and Service Credits are to:
 - 2.1.1. incentivise the Supplier to meet the Service Levels and to remedy any failure to meet the Service Levels expeditiously;
 - 2.1.2. ensure that the Services are of a consistently high quality and meet the requirements of the Buyer;
 - 2.1.3. provide a mechanism whereby the Buyer can attain meaningful recognition of inconvenience and/or loss resulting from the Supplier's failure to deliver the level of service for which it has contracted to deliver; and
 - 2.1.4. provide an incentive to the Supplier to comply with and to expeditiously remedy any failure to comply with the Service Levels.
- 2.2. The Parties acknowledge that:
 - 2.2.1. The Buyer will, in all cases, prefer to receive the Services within the Service Levels in preference to receiving the Service Credits; and
 - 2.2.2. the Supplier shall, in all cases, seek to deliver the Services within the Service Levels in preference to accepting a liability for Service Credits.

3. Service Levels

- 3.1. The Supplier shall monitor its performance under this Call-Off Contract by reference to the relevant Service Level Performance Criteria for achieving the Service Levels and shall send the Buyer a Performance Monitoring Report detailing the level of service which was achieved in accordance with the provisions of Part C (Performance Monitoring) of this Call-Off Schedule.

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- 3.2. The Supplier shall, at all times, provide the Services in such a manner that the Service Level Thresholds are achieved.
- 3.3. If the level of performance of the Supplier of any element of the provision by it of the Services during the Call-Off Contract period:
 - 3.3.1. is likely to or fails to meet any Service Level Threshold; or
 - 3.3.2. is likely to cause or causes a Critical Service Level Failure to occur, the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without prejudice to any other of its rights howsoever arising may:
 - a) Require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring; and
 - b) If the action taken under paragraph Require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring; and above has not already prevented or remedied the Service Level Failure or Critical Service Level Failure, the Buyer shall be entitled to instruct the Supplier to comply with the Rectification Plan Process; or
 - c) If a Service Level Failure has occurred, deduct from the Call-Off Contract Charges the applicable Service Credits payable by the Supplier to the Buyer in accordance with the calculation formula set out in Annex 1 of this Part B of this Call-Off Schedule; or
 - d) If a Critical Service Level Failure has occurred, exercise its right to compensation for such non-availability of Services via this Call-Off Contract.
- 3.4. Approval and implementation by the Buyer of any Rectification Plan shall not relieve the Supplier of any continuing responsibility to achieve the Service Levels, or remedy any failure to do so, and no estoppels or waiver shall arise from any such Approval and/or implementation by the Buyer.
- 3.5. The Buyer may enhance or otherwise modify the Service Levels required during a Further Competition Procedure.
- 3.6. The Services are subject to the following four Service Level Performance Criteria as set out in paragraph 6 of this Part B of Call-Off Schedule 14:
 - 3.6.1. Availability;
 - 3.6.2. Incident Resolution;
 - 3.6.3. Quality; and
 - 3.6.4. Provisioning.

4. Agreed Service Time

- 4.1. The Services will be made Available by the Supplier to the Buyer during the Agreed Service Time.
- 4.2. The Agreed Service Time applied to the Services will be determined by the Service Maintenance Level selected by the Buyer on the Order Form.

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4.3. The Service Maintenance Levels and associated Agreed Service Times is set out in the following table:

4.4.

Service Maintenance Level	Agreed Service Time
Level 1	Monday – Friday (excluding Bank Holidays) 08:00-18:00

5. Incidents

5.1. If the Services become Unavailable, the Buyer must report the Unavailability as an Incident to the Service Desk.

5.2. Incidents must be classified to one of the following four severity levels:

Severity Level	Description of impact of Incident
Severity 1	The Services are Unavailable across the entire Buyer's estate
Severity 2	The Services are Unavailable at one of the Buyer's sites
Severity 3	The Services are Unavailable to an individual user
Severity 4	All other Incidents, including any Incidents raised initially at a higher Severity Level that were subsequently deemed to be attributable to the Buyer or in any other way not attributable to the Supplier.

5.2.1. The Supplier shall manage the Incident to resolution in accordance with this Call-Off Schedule, whilst keeping the Buyer appropriately informed of progress.

6. Service Level Performance Criteria

6.1. Availability

6.1.1. The Supplier shall ensure that the Services are Available during the Agreed Service Time.

6.1.2. Achieved Availability is calculated as a percentage of the total time in a Service Period that the Services should have otherwise been Available to the Buyer using the following formula:

$$\text{Achieved Availability \%} = \frac{(\text{MP} - \text{SD}) \times 100}{\text{MP}}$$

Where:

MP means total time within the Agreed Service Time (excluding Planned Downtime, Imposed Carrier Downtime and any Unavailability attributable to Severity 3 or Severity 4 Incidents) within the relevant Service Period; and

SD means total service downtime within the Agreed Service Time within the relevant Service Period during which a Service and/or part thereof is Unavailable (excluding Planned Downtime, Imposed Carrier Downtime

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and any Unavailability attributable to Severity 3 or Severity 4 Incidents) within the relevant Service Period.

6.2. Incident Resolution

- 6.2.1. The Supplier shall ensure that Incidents are resolved within the Maximum Incident Resolution Time.
- 6.2.2. Maximum Incident Resolution Times are determined by the Severity Levels and Service Maintenance Levels as set out in the following table:

Service Maintenance Level	Severity 1; and Severity 2	Severity 3	Severity 4 (Indicative Only)
Level 1	End of next Working Day	5 Working Days	1 Month

- 6.2.3. Each Incident will either be Resolved within the Maximum Incident Resolution Time, or it will not; and will be reported as such by the Supplier. The time taken to resolve the Incident is not material to this Service Level Performance Criteria.
- 6.2.4. Achieved Incident Resolution is calculated as a percentage of the total number of Incidents in a Service Period that should have been resolved within the Maximum Incident Resolution Time using the following formula:

$$\text{Achieved Incident Resolution \%} = \frac{(\text{TI}-\text{FI}) \times 100}{\text{TI}}$$

Where:

TI means the total number of Incidents raised by the Buyer during the Service Period (excluding Severity 4 Incidents); and

FI means the total number of Incidents raised by the Buyer during the Service Period that were not resolved within the Maximum Incident Resolution Time (excluding Severity 4 Incidents).

- 6.2.5. Where an Incident is reported outside the Agreed Service Time, the Incident will be treated as if it has been reported at the beginning of the next Working Day.
- 6.2.6. The Incident will only be deemed to be Resolved once the Services are Available. However, the Supplier shall not formally close any Incident until the Buyer has confirmed that the Services are Available.

6.3. Quality

- 6.3.1. The Supplier shall ensure that the Services are delivered of a sufficient quality to meet the provisions of this Call-Off Schedule.
- 6.3.2. Measurement of answer and response times of the Service Desk will be based on the time taken for the Supplier to respond to the Buyer's call or email. Calls and emails receiving an automated response or calls placed into a queuing system shall be deemed not to have been answered.

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6.4. Provisioning

- 6.4.1. The Services will be provisioned at the outset in accordance with any Implementation Plan and any failure to meet Milestones will be dealt with in accordance with the terms of this Call-Off Contract.
- 6.4.2. Any delivery of Services or part thereof subsequent to the successful conclusion of the Implementation Plan will be subject to the Service Levels identified in the Variation to this Contract that incorporates those changes; or failing any other agreed Service Level, in accordance with the Supplier's standard provisioning Service Levels.

7. Service Credits

- 7.1. This section sets out the basic agreed formula used to calculate a Service Credit payable to the Buyer as a result of a Service Level Failure in a given Service Period.
- 7.2. Service Credit payments are subject to the Service Credit Cap.
- 7.3. Annex 1 to this Part B of this Call-Off Schedule details the Service Credits available for each Service Level Performance Criterion in the event that the applicable Service Level Threshold is not met by the Supplier.
- 7.4. The Buyer shall use the Performance Monitoring Reports supplied by the Supplier under Part C (Performance Monitoring) of this Call-Off Schedule to verify the calculation and accuracy of any Service Credits applicable to each Service Period.
- 7.5. Service Credits are a reduction of the amounts payable in respect of the Services and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in Annex 1 of Part B of this Call-Off Schedule.
- 7.6. The amount of Service Credit is determined by the tables in Annex 1 of this Part B of Call-Off Schedule 14, using the calculated Achieved Service Level Performance Criteria (e.g. Achieved Availability), the Service Level Threshold and the Service Failure Threshold and is calculated by using the straight line formula below:

Service Credit % = $(m \cdot (a - x) + c)$, where

a is the Service Level Threshold (%) below which Service Credits become payable;

b is the Service Failure Threshold (%);

x is the Achieved Service Level Performance Criteria (%) for a Service Period;

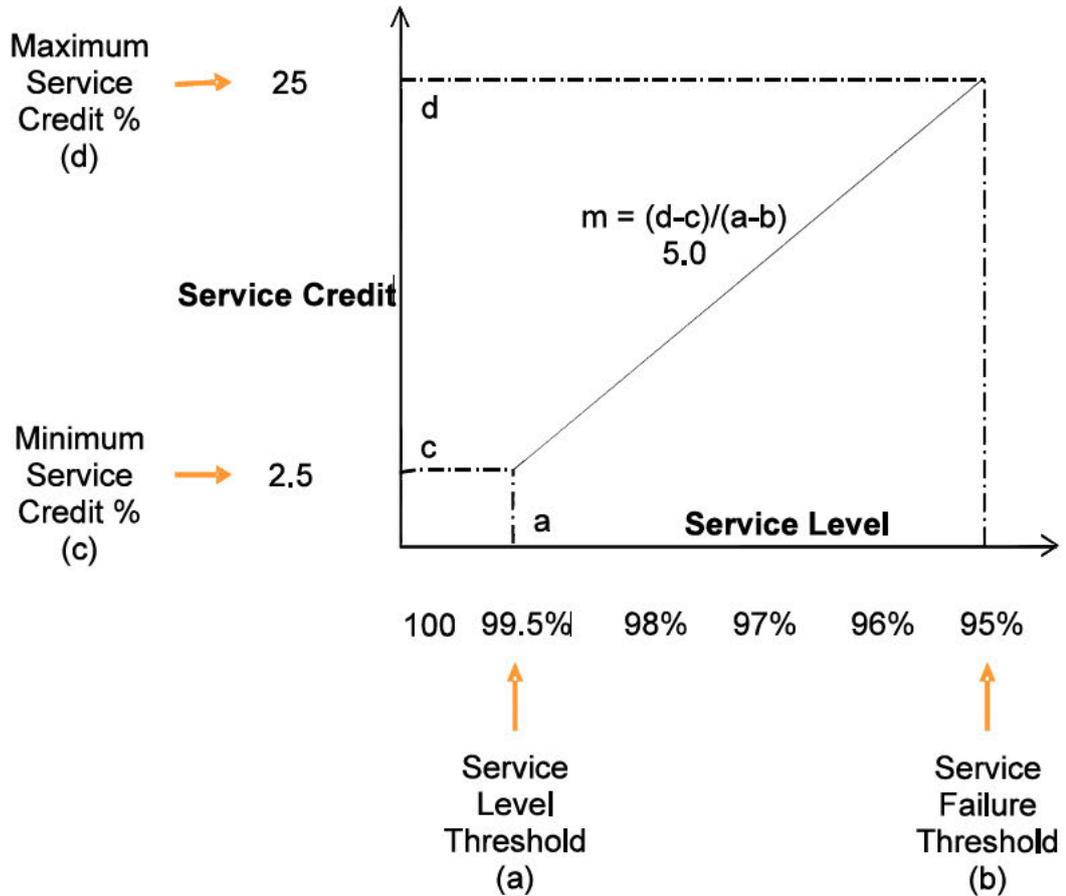
c is the minimum Service Credit (%) payable if the Achieved Service Level falls below the Service Level Threshold;

d is the maximum Service Credit (%) payable if the Achieved Service Level Reaches the Service Failure Threshold;

m is a coefficient defined for the services, which is calculated from the Formula $m = (d - c) / (a - b)$, that is the slope of the straight line;

- 7.7. Consequently, the Service Credit regime is shown diagrammatically as follows:

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7.8. The Service Credit (£) is subsequently derived as follows:

Service Credit (£) = contract charges x Service Credit (%)

7.9. An example Service Credit calculation for the Availability of a service, (offered herein for illustrative purposes only), is as follows:

Criteria	Coefficient (m)	Service Level Threshold % (a)	Service Failure Threshold % (b)	Minimum Service Credit % (c)	Maximum Service Credit % (d)
Availability	5.0	99.5%	95.00%	2.5%	25%

7.9.1. The Achieved Availability of a service was recorded as 97% for a Service Period. For this service, the Service Level Threshold is 99.5% and the Service Failure Threshold is 95%. The contract charges for the service for the Service Period are £3,000. Previous performance had exceeded the Service Level Threshold for Availability.

7.9.2. In this illustration example:

Service Credit % = $5.0 \times (99.5 - 97.0) + 2.5 = 15\%$;

therefore the Service Credit calculation is:

Service Credit (£) = $£3,000 \times 15\% = £450$.

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7.10. An example Service Credit calculation for Incident Resolution is as follows:

Criteria	Coefficient (m)	Service Level Threshold % (a)	Service Failure Threshold % (b)	Minimum Service Credit % (c)	Maximum Service Credit % (d)
Incident Resolution	0.25	95.0%	85.00%	2.5%	5%

7.10.1. The Service Level Threshold is 95% of all incidents to be resolved within a specified time with the Service Failure Threshold being 85%. Assume that the Buyer has 80 Incidents within a Service Period, 10 of which were not resolved within the specified time. Therefore, the Achieved Incident Resolution is 87.5% for the Service Period. The contract charges for all the services that the Buyer is consuming are £50,000 per Service Period. Previous performance had exceeded the Service Level Threshold for Incident Resolution Times.

7.10.2. In this illustration example:

$$\text{Service Credit \%} = 0.25 \times (95 - 87.5) + 2.5 = 4.375\%$$

Consequently, the illustrated Service Credit calculation is:

$$\text{Service Credit (£)} = £50,000 \times 4.375\% = £2,187.50.$$

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PART B Annex 1: Long Form Services Levels and Service Credits Table**1. Availability****1.1. Services (excluding the Service Desk)**

Service Maintenance Level	Coefficient (m)	Service Level Threshold % (a)	Service Failure Threshold % (b)	Minimum Service Credit % (c)	Maximum Service Credit % (d)
1	N/A	N/A	N/A	N/A	N/A

1.2. Service Desk

Service Maintenance Level	Coefficient (m)	Service Level Threshold % (a)	Service Failure Threshold % (b)	Minimum Service Credit % (c)	Maximum Service Credit % (d)
All	5	99%	95%	5%	25%

2. Incident Resolution

Number of Incidents per Service Period	Coefficient (m)	Service Level Threshold % (a)	Service Failure Threshold % (b)	Minimum Service Credit % (c)	Maximum Service Credit % (d)
39 or fewer	Not applicable	No more than 2 Incidents are Resolved in excess of the max Incident Resolution Times	5 or more Incidents are Resolved in excess of the max Incident Resolution Times	2.5% (payable when 3 Incidents breach the Service Level Threshold in any Service Period)	5% (payable when 4+ Incidents breach the Service Level Threshold in any Service Period)
40 and more	0.25	95%	85%	2.5%	5%

3. Quality**3.1. Service Desk:**

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Criteria	Coefficient	Service Level Threshold	Service Failure Threshold	Minimum Service Credit	Maximum Service Credit
Calls Answered within 60 seconds	0.25	90%	80%	2.5%	5%
Email Responded to within one (1) Working Day	0.083	90%	60%	2.5%	5%
Abandoned Calls	0.25	95%	85%	2.5%	5%

3.2. Data Service

3.2.1. Where the Buyer has procured Services that include data services, the following provisions will apply:

- (a) The Services will only be deemed to have been Delivered once the Buyer has tested and accepted the quality of the data service;
- (b) Subsequent to Services commencement, where the Buyer believes the quality of the data service is not acceptable:
 - (i) an Incident will be raised with the Service Desk;
 - (ii) the Supplier shall investigate the Incident;
 - (iii) Subsequent to the investigation, if:
 - A. a fault is found, the Incident is Resolved as any other Incident;
 - B. a fault is not found and the Buyer still believes the quality of the data service is unacceptable, the Supplier shall evidence to the Buyer that the data service complies with relevant Standards.
 - (iv) In the event that a fault is not found and the Supplier cannot evidence to the satisfaction of the Buyer that the data service complies with relevant Standards, the Service will be deemed Unavailable from the time that the Incident was first raised with the Service Desk and the Incident Resolution Time will be accordingly measured from that time.

3.3. Voice Service

3.3.1. Where the Buyer has procured Services that include voice services, the following provisions will apply:

- (a) The Services will only be deemed to have been Delivered once the Buyer has tested and accepted the quality of the voice service;
- (b) Subsequent to Services commencement, where the Buyer believes the quality of the voice service is not acceptable:
 - (i) an Incident will be raised with the Service Desk;
 - (ii) the Supplier shall investigate the Incident;
 - (iii) Subsequent to the investigation, if:

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- A. a fault is found, the Incident is Resolved as any other Incident;
 - B. a fault is not found and the Buyer still believes the quality of the voice service is unacceptable, the Supplier shall evidence to the Buyer that the voice service complies with relevant Standards.
- (iv) In the event that a fault is not found and the Supplier cannot evidence to the satisfaction of the Buyer that the voice service complies with relevant Standards, the Service will be deemed Unavailable from the time that the Incident was first raised with the Service Desk and the Incident Resolution Time will be accordingly measured from that time.

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PART B Annex 2: Critical Service Level Failure

1. CRITICAL SERVICE LEVEL FAILURE

- 1.1. A Critical Service Level Failure will be deemed to have occurred if the performance of the Services falls below the same Service Failure Threshold on three (3) occasions in any six (6) consecutive Service Periods.
- 1.2. In the event of a Critical Service Level Failure, the Buyer shall be entitled to terminate this Call-Off Contract for material Default.

Call-Off Schedule 14 (Service Levels)

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PART C: Performance Monitoring**1. Performance Monitoring and Performance Review**

- 1.1. Part C to this Call-Off Schedule provides the methodology for monitoring the provision of the Services:
 - 1.1.1. to ensure that the Supplier is complying with the Service Levels; and
 - 1.1.2. for identifying any failures to achieve Service Levels in the performance of the Supplier and/or provision of the Services (may also be referred to as a "Performance Monitoring System").
- 1.2. Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 1.3. The Supplier shall report all failures to achieve Service Levels and any Critical Service Level Failure to the Buyer in accordance with the processes agreed in Paragraph Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible. of Part C of this Call-Off Schedule above.
- 1.4. The Supplier shall provide the Buyer with performance monitoring reports ("Performance Monitoring Reports") in accordance with the process and timescales agreed pursuant to paragraph Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible. of Part C of this Call-Off Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 1.4.1. for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 1.4.2. a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 1.4.3. details of any Critical Service Level Failures;
 - 1.4.4. for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 1.4.5. the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 1.4.6. such other details as the Buyer may reasonably require from time to time.
- 1.5. The Parties shall attend meetings to discuss Performance Monitoring Reports ("Performance Review Meetings") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall (unless otherwise agreed):

Call-Off Schedule 14 (Service Levels)

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- 1.5.1. take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
 - 1.5.2. be attended by the Supplier's representative and the Buyer's representative; and
 - 1.5.3. be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.
- 1.6. The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's representative and the Buyer's representative at each meeting.
 - 1.7. The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

2. Satisfaction Surveys

- 2.1. The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.

Part C Annex 1 – Additional Support

Support Availability

The main point of contact for Buyer and Buyer business unit's nominated representatives shall be the Off-Site Advisor for mobile service related queries such as:

- billing advice;
- correspondence / general queries;
- arranging handset recoveries;
- inventory management;
- general Network advice;
- processing of Orders;
- first line support to the nominated representatives of Buyer and Buyer's business unit's in respect of queries and Service affecting events; and
- any other reasonable ad-hoc mobile-related activities as required by Buyer and agreed in advance in writing by the Off-Site Team Manager.

Off-Site Advisor support: Where Buyer has selected Off-Site Advisor, they will have one dedicated advisor for 37.5 hours a week between the hours of 8am and 5pm Monday to Friday excluding a daily 30 minute lunch break ("Working Hours"). Emails raised will be responded to within 1 working day.

After-Hours support: Any enquiry made outside the Off-Site Advisor normal Working Hours shall be routed to Vodafone Buyer Services, and the following services will be available:

- reporting lost/stolen phones;
- barring of Network service
- voicemail pin reset;
- Network Service faults;
- general device support;
- requesting personal unlock code (PUC);

Reporting

Asset Tracking - The Supplier shall maintain an accurate Asset Register and will be shared with the Buyer monthly. The supplier shall perform an audit of devices as agreed with the Customer (limited to no more than 10% of the total number of devices) and compare the results of such audit to the records held in the Customer CMDB every quarter.

Mobile Service Performance Reporting – The Supplier will provide a monthly mobile performance report.

Mobile Service Financial Reporting- The Supplier will provide a monthly spend report downloaded from the Buyer's online account within 10 working days of the invoice being made available.

Buyer authorised users will have access to the supplier online portal VCO and be able to download reporting information at their discretion.

Ordering of devices

The following are SLAs for equipment orders placed via VCO or via Offsite Advisor:

Ordering & Dispatch via VCO:

- (a)** The Buyer can place orders via VCO or email at their discretion. Orders placed via VCO are visible online and are therefore deemed to be accepted at time of entry.
- (b)** Orders received after 4pm shall be deemed to have been received on the next Working Day.
- (c)** In the event that the Buyer orders more than 100 items in a single Working Day, then Vodafone shall be entitled to extend the despatch times.

Orders Placed via VCO: Vodafone shall dispatch 100% of Equipment ordered via VCO, on the day of order confirmation.

Orders Placed via Email: Vodafone shall despatch 95% of Equipment ordered via email, within 4 Working Hours from the day of order confirmation

Order placed via Offsite Advisor:

- (d)** 95% of orders received via email before 12pm shall be despatched within 24 Working Hours subject to a maximum of 25 orders per Working Day. Where there is an Unplanned Absence 95% of orders received via email before 12pm shall be despatched within 72 Working Hours subject to a maximum of 25 orders per Working Day.
- (e)** In the event that the Buyer orders more than 25 items via the Off-Site advisor in a single Working Day, then Vodafone shall be entitled to extend the despatch times with the agreement of Buyer.
- (f)** The Off-Site Advisor shall process hand delivered orders as soon as reasonably practicable but Buyer agrees that the Service Levels shall not apply to hand delivered orders.

RM3808 Call-Off Schedule 18 (Background Checks)

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RM3808 Call-Off Schedule 18 (Background Checks)

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1. When you should use this Schedule

- 1.1. This Schedule should be used where Supplier Staff must be vetted before working on Contract.
- 1.2. The Supplier shall, in respect of all Supplier personnel employed or engaged with the Buyer, ensure that such Supplier personnel have achieved security clearance to at least HMG Baseline Personnel Security Standard (BPSS). Supplier confirms that all Supplier personnel employed or engaged by Supplier at the Effective Date were vetted and recruited on a basis that is equivalent to and no less strict than BPSS.

2. Definitions

- 2.1. “**Relevant Conviction**” means any conviction listed in Annex 1 to this Schedule.

3. Relevant Convictions

- 3.1. The Supplier must ensure that no person who discloses that they have a Relevant Conviction, or a person who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Deliverables without Approval.
- 3.2. Notwithstanding Paragraph 3.1.1 for each member of Supplier Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier must (and shall procure that the relevant Sub-Contractor must):
 - a) carry out a check with the records held by the Department for Education (DfE);
 - b) conduct thorough questioning regarding any Relevant Convictions; and
 - c) ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Deliverables any person who has a Relevant Conviction or an inappropriate record.

RM3808 Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyer under this Call-Off Contract

Schedule 2: Appendix 1 Statement of Requirement

1 Overview

- 1.1 The Authority requires a Supplier to provide mobile phone and mobile WIFI /dongle devices with mobile network connectivity for voice and data tariffs to support its staff in the operation of their duties.
- 1.2 This Statement of Requirement should be considered along with any other requirements set out in the Further Competition Invitation and explicitly as set out in Schedule 1 Form of Tender, Schedule 3 Price and Schedule 4 Contract.
- 1.3 The headings in this Appendix are for ease of reference only and shall not affect the interpretation or construction of a Requirement or any Contract.
- 1.4 The aim of this procurement process is to establish a "go-to" supplier for all things mobile.
- 1.5 With the current demand for flexible and mobile working across the estate increasing, the Authority expects that the requirement for the use of Smart Phones and mobile connectivity to continue to grow over the term of this Contract.
- 1.6 In regard to Smart Phone increase in demand is expected to increase from the current number deployed to circa 2000 devices during the term of this Contract.
- 1.7 The Authority's End User Compute Programme has a stated its ambition to 'Create an environment where the Authority's devices just work!', therefore network reliability, ease of use of the devices and ease of transition are all key features of the services to be provided under this Contract.
- 1.8 The Authority therefore invites you to:
 - 1.8.1 Propose a Mobile Network Services Provider who can provide:
 - A robust and resilient mobile network for both voice and data traffic
 - A Value for money all-inclusive tariff(s) to cover voice, text, and pooled data
 - 1.8.2 Provide transition and mobilisation services moving from the current provider to a potential new Mobile Network Provider (where applicable) retaining all existing mobile numbers including but not limited to the following:
 - Transfer of all End User device SIMs to new tariff (s)
 - Retention / transfer of all existing mobile device numbers (porting)
 - Manage the logistics in relation to issuing/sending SIM(s) to end users (where applicable)
 - Create A How to Guide for end users to facilitate the change of SIM process and provide the How to Guide to end users
 - Provide an enhanced 1st line helpdesk service to manage End User queries during the mobilisation period
 - Working closely with the CPS implementation team and the CPS third-party 1st line service desk provider (CGI) to stand-up integration with the CPS IT Service Management solution (Service Now) for the ongoing 2nd line management of:
 - incidents
 - change
 - knowledge management

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 - incidents
 - change
 - knowledge management

- problem management
- asset management
- starters, leavers, movers' processes
- invoicing
- management information

1.8.3 Provide an **ongoing 2nd line support service** integrating with existing CPS service management processes and tools such as the CPS IT Service Management system (Service Now) and the CPS third-party 1st line service desk provider (CGI) to manage the Authority's account with the Network Service Provider including but not limited to the following:

- Incidents
 - managing a process around faulty, lost, or stolen device(s) resulting in the issue of new and or replacement devices where applicable
 - investigate and manage issues / complaints around network availability
- Change
 - creating new or changing users account details for connections
 - ceasing connections upon request
 - activate / de-activate international roaming
- Knowledge management
 - Creating and maintaining a Knowledge Article database for 1st line support matters
- Problem management
 - Working with the CPS teams to identify recurring issues for example areas of poor coverage
- Asset Management
 - Supply and delivery of all new devices
 - Registering of new Smartphones onto Samsung Knox
 - Maintaining records of devices and SIMs
 - Starters, leavers, movers' processes
- Invoicing
 - provide a valid invoice for each connection on a monthly basis
- Management Information
 - provide usage and performance reports per connection
 - resolving ordering and invoice queries
- Third-party collaboration
 - work closely with the CPS service management team and solutions team

- work closely with the Network Service Provider (where applicable) in regard to the delivery of the service management processes
- work closely with the CPS Service Desk Provider (CGI) in regard to the delivery of the service management process (and other suppliers as necessary)
- maintain market knowledge in regard to device manufactures to be able to provide advice and guidance around device selection to the Authority

1.8.4 Deliver a **Smart Phone refresh** (and possibly other devices) of the current estate during the contract term. It is anticipated that this may happen within contract year two.

2 Background

- 2.1 The CPS has an existing contract for similar services as required under this Further Competition Invitation. The current Service provider is a third party intermediary provider who manages the Network Service Provider on our behalf. For reference the current Network Service Provider is O2, Telefonica UK Ltd.
- 2.2 These Services were originally part of wider network contract for the CPS however this original contract is in the process of being disaggregated and replaced by individual contracts. The Services as set out in this Invitation will form the entirety of the services required under this Further Competition.
- 2.3 The current contract is due to expire later this year and therefore any new provision needs to be in place no later than 1st November 2022.
- 2.4 The table below summarises the current devices deployed (as at Jan 2022) and key metrics: (Please note numbers may have fluctuated since this date due to ongoing deployment)

Device Type	Current Model	Quantity Issued	SIM Type	Historic Usage (12 Months)
Smart Phone	Samsung S10+ Smart Phone	811	Voice & Data	4.27tb
Talk and Text Phone	Alcatel Mobile Phone	422	Voice & Text	22,751 calls
Broadband Dongle	Huawei E3372 USB Dongle	1328	Data	102.95TB
Broadband Mi-Fi	Mi-Fi Dongle	13	Data	

- 2.5 In addition, please refer to Annex 1 of this Appendix which provides information on usage over an indicative 12-month period. Please note this is given for indicative purposes only and

any proposal should factor in all the elements described within this Further Competition Invitation.

3 Network Provision

Coverage

- 3.1 The CPS have offices and staff who work at various locations across the whole of England and Wales. Therefore, voice and data connectivity must be reliable and robust across the Authority's area of operation.
- 3.2 While the CPS is not classed as an emergency service the work that is undertaken is often time sensitive and critical within the justice system. The expectation is that reliable and robust connection will be available continually i.e., without a break in service 24 hours a day, 365 days per year.
- 3.3 Where the Authority identifies an area which continually receives a degraded service it is expected that the Potential Provider will work with the Network Service Provider (if different to the Potential Provider) and any other third parties to restore or improve the service, providing a fast-track option to standard procedures.
- 3.4 Where the Authority identifies a location that receives degraded service which may be internal to a building it is expected that the Potential Provider will work with the Authority to find a solution to improve this service such as solutions to boost signal. i.e., the installation of a repeater station.
- 3.5 From time to time a limited number of staff within the CPS will work for periods overseas both in Europe and elsewhere and we will require the ability to switch on international roaming on the mobile device to maintain network service coverage where possible, at the most appropriate value for money tariff.

Tariff

- 3.6 The Authority requires tariffs/connections based on the current devices being issued (see above):-
 - 3.6.1 Call and text only,
 - 3.6.2 Data only,
 - 3.6.3 Call, text, and data.
- 3.7 All tariffs must be the most value for money based on the current known usage and other elements as set out in this Statement of Requirement and elsewhere in this Invitation. For example, if the most value for money option is to pool data across all-device types then this should be identified both in the quality response template and price response template.
- 3.8 The tariffs must have the ability to flex both up and down depending on the changing demands of the Authority as device demand and preference evolves throughout the contract lifetime.
- 3.9 A fully inclusive call and text tariff (except as specified below) and a pooled data tariff is preferred. Each should be calculated and billed on a monthly basis.
- 3.10 All new connections added within the term of the contract are expected to have 30-day minimum connection period **only**.
- 3.11 Ideally all phone tariffs will include unlimited calls and texts and should be inclusive of the following call types as a minimum:
 - a. calls to all UK-based fixed and mobile phone lines;

- b. calls to numbers with an 0845 prefix;
- c. calls to Freephone numbers; and
- d. voicemail retrieval.

3.12 The following calls may be excluded from the tariff as necessary;

- a. calls to premium rate & Directory Enquiries numbers;
- b. satellite services;
- c. picture messaging (MMS);
- d. international roaming calls, texts, and data when the End User making or receiving the call, or sending or receiving the text or data is located outside of the United Kingdom;
- e. texts to premium rate SMS numbers; and
- f. calls to non-UK numbers.

3.13 To help understanding of the tariff(s) the Potential Provider must clearly define the following terms as a minimum within the response template:

- Peak Rate times
- Off-Peak times
- Others (i.e. Weekends, Bank Holidays)
- Local Calls
- National Calls
- International Calls
- Unlimited
- Fair Use

Network Call Barring

3.14 In addition, the Authority requires that all premium rate call services are barred as standard on all connections.

3.15 On occasion the Authority will require the activation and subsequent de-activation of this facility to a specific mobile account. Where this is the case, the Potential Providers shall only accept these requests from the authorised staff.

Handset Call Barring

3.16 The Authority may require Call Barring specific to a group of its devices. i.e., restricting access to designated numbers.

International Calls and Global Roaming Management

3.17 Further to paragraph 3.5 above, the Authority require the ability to enable/ disable international calling while in the UK and calling when outside of the UK.

Wi-Fi Calling

3.18 The Authority require the ability to utilise Wi-Fi calling on the Smart Phone and other devices as appropriate. The Potential Provider must ensure this is enabled as standard on the SIM and device as applicable.

Telephone Numbers

- 3.19 All current numbers are required to be retained and transferred (ported) to this Contract.
- 3.20 Upon termination of this Contract, it is expected that these numbers shall be retained by the Authority and ported again to any new contract.
- 3.21 It is expected that no charge will be levied, or restrictions will be placed on the Authority for this process.

SIM Account Management

- 3.22 Activation of new Smart Phones and Talk and Text Phones with SIMs can on occasion, be a priority for the Authority and a priority activation service may be required.
- 3.23 In the event a device is lost or stolen the Potential Provider must have the ability to block use of the SIM card / deactivate immediately upon request.

4 Hardware

- 4.1 Any hardware devices managed and supplied under this contract must always have security considerations at the forefront of the specifications.
- 4.2 While Samsung is the manufacturer of choice to date for Smart Phones, the Potential Provider would be expected to have strong relationships with all appropriate manufacturers and be able to offer advice and guidance as to the most suitable devices for each requirement as appropriate during the term of the contract.
- 4.3 New devices will need to be available from commencement of the contract to fulfil increases in demand and to replace, lost, stolen or broken devices.
- 4.4 Based on historic data, a hardware break fix service is not considered necessary for this Service and any lost, stolen, or broken devices will be 'fixed' on a device replacement basis.
- 4.5 All devices should be provided with a suitable warranty period of no less than 12 months with an option for an extended warranty where this represents value for money.

Device Refresh

- 4.6 It is anticipated that the current Smart Phone estate and possibly other device types will need to be replaced during the term of this contract. This decision will be primary based on the availability of security maintenance updates however this will need to be considered along with other factors such as availability of budget as the appropriate point during the term of the Contract.
- 4.7 Accessories such as cases and screen savers may also be required to be provided as part of this refresh programme.

Smart Phone

- 4.8 Due to the investment in the current infrastructure i.e., Microsoft MDM solution (Endpoint Manager) and Samsung Knox, it is expected that any Smart Phone device provided or managed under this contract will be a certified Knox enabled device and must be able to operate securely within this environment.
- 4.9 Further to this the Potential Provider must have the ability and expertise to work with Knox to ensure devices are Knox enabled and registered via Knox Mobile Enrolment accordingly.
- 4.10 In order to ensure the maximum operational use of the Smart Phone devices, all new Smart Phone devices must be an 'Enterprise Edition Option'.
- 4.11 All new Smart Phone devices must be EU configured. Modified or non-EU devices will not be accepted.

- 4.12 In order to better utilise the existing Smart Phone estate, the Authority may require support and expertise for optimising its current use of Knox and expanding the use of the Knox Suite as applicable.
- 4.13 As a minimum the Authority require the implementation of Knox eFOTA in addition to the current Knox environment during the term of this Contract.
- 4.14 In addition, in order to maintain the level of security on the devices the following features must be available as a minimum:-
- 4.14.1 shall be capable of configuration to create a separate and secure 'container' where sensitive data will be stored away from non-sensitive data and the device operating system,
 - 4.14.2 the secure container storage shall allow for the accommodation of nominated applications that facilitate access to customer data and services. Configuration shall ensure that these applications are not accessible from the remainder of the device,
 - 4.14.3 functionality shall allow for VPN connectivity, providing assured data in transit protection between the device and CPS applications / services accessed by it,
 - 4.14.4 deploy encryption of data at rest. This encryption shall be at NCSC 'Foundation Grade' or to an NCSC recognised equivalence standard,
 - 4.14.5 provide functionality that allows for authentication in accordance with wider customer identity and access management policy. This shall include certificate-based authentication incorporating user specific client certificates,
 - 4.14.6 shall be possible to configure malicious code and malware prevention and detection. This shall be supported by the deployment of functionality that allows for the limitation of applications installed on a device to an approved list,
 - 4.14.7 shall support the deployment of Application sandboxing functionality,
 - 4.14.8 shall support MDM integration that allows for security policy enforcement on both the device and its secure container. It shall be possible to prevent users from altering or removing any policy that is centrally deployed on the device,
 - 4.14.9 shall be possible to centrally manage external connectivity services on the mobile phone, such as wi-fi, Bluetooth, SD cards etc and to disable these if they are not required,
 - 4.14.10 shall be compatible with MDM functionality that is responsible for the control of 'over-the-air' (OTA) updates and support the use of 'firmware-over-the-air' (FOTA),
 - 4.14.11 shall be capable of storing local device logs which record potential security related events such as failed login attempts. This local logging shall integrate with the MDM solution to provide centralised log reporting,
 - 4.14.12 shall support MDM incident management intervention such as remote wiping of the device, secure container, or both. This shall also include remote revocation of device certificates,
 - 4.14.13 shall support functionality such as 'device attestation' and 'tamper incident logs' which provide assurance on the integrity and trust worthiness of the device.
- 4.15 The Authority require the ability to tether Smart Phones, to connect to a CPS laptop and provide mobile connectivity to the laptop. The Authority must be able to apply password complexity standards for Smartphone tethering and to ensure that encryption deployed is to an appropriate standard (WPA2 AES).

Talk and Text Phones

- 4.16 Alcatel devices are used to provide simple mobile calls and text communication. These devices are often used as part of business continuity arrangement, therefore while relatively low cost and low tech these are vital to operations within the Authority.
- 4.17 The Authority will accept an alternative device of a similar specification, as the device of choice for this requirement.

Mobile Broadband Connectivity - Dongle / MiFi Devices

- 4.18 These devices are used with Authority issued laptops to provide mobile broadband especially for staff that travel.
- 4.19 The laptop estate is currently being refreshed moving to Microsoft Surface laptop (currently 3 and 4) however these models do not have integrated SIM slots and therefore it is critical to business operations that dongles/ MiFi devices are available and provide a robust connectivity solution.
- 4.20 Any software drivers or any other software required to operate, and maintain the devices on the Authority laptops must be notified to the Authority and provided as appropriate as part of the provision of the devices. This must also include any new versions for the duration of the Contract.
- 4.21 Devices should be configurable to establish a consistent baseline operating position for all such devices. The Authority must be able to apply password complexity standards for wireless connected devices (currently Mifi devices) and to ensure that encryption deployed is to an appropriate standard (WPA2 AES).
- 4.22 Mobile Wi-Fi devices (Mi-Fi) shall be configurable to control the number and identity of devices that are authorised to make a connection.

Hardware Life Cycle – Carbon Net Zero

- 4.23 The Authority is keen to support the drive towards the Carbon- Net Zero targets, in accordance with the Government Policy Outcome under the Social Value theme of Fighting Climate Change.
- 4.24 This contract is an opportunity for Potential Providers to work with the Authority to fulfil the criteria and 'deliver additional environmental benefits in the performance of the contract including working towards net zero greenhouse gas emissions' consideration should be made through the hardware purchase and disposal cycles to reduce impact into the environment within the supply chain.
- 4.25 The Potential Provider will be required to collect and dispose of any devices that the Authority consider redundant i.e. are faulty / broken and reported as an Incident. This will include handsets made redundant following the any device refresh programme.

Delivery and Accessories

- 4.26 All devices should be delivered to the End Users home or office address as required in the order. No devices or SIMs should be provided without the formal order via the IT Service Management system.
- 4.27 All devices and SIMs should be delivered as boxed by the manufacturer except where explicitly agreed with the Authority. It is expected that all Smart Phone and Talk and Text Phones will be supplied with the manufacturers standard USB charging cable and plug plus headphones.
- 4.28 Cases are required to be provided as standard when issuing a new Smart Phone.

- 4.29 Additional accessories may be required under this Contract on an adhoc basis such as replacement charging cables and plugs, screen covers and cases.
- 4.30 Other devices / accessories to support the service such as signal boosters to enhance weak signal in particular may also be required on an adhoc bases.
- 4.31 The Authority has a number of users with Accessibility needs. The Supplier is expected to support users with accessibility needs, and this will need to include (but is not limited to) accessibility friendly packaging, approach to supporting users if needing to change SIM cards and setup devices, and provision of instructions in multiple formats (such as braille or different colours).
- 4.32 Where a mobile device (whether talk and text phone, dongle or Smartphone) is provided by the Supplier, the Supplier should ensure the SIM card is pre-installed in the device.

5 Service Management and Implementation

Service Management

- 5.1 The Potential Provider is required to provide a 2nd line support service for the duration of the Contract to manage the Authority's account with the Potential Provider / Network Service Provider (as appropriate) including but not limited to the points as set out in this requirement document.
- 5.2 The CPS outsource their 1st line IT Service Desk provision, this is currently being provided by CGI. The Potential Provider will be required to work closely with the service desk provider and with our internal Service Management team and Solutions team to ensure a seamless and effective service to end users.
- 5.3 It is expected that the Potential Provider will use the existing CPS IT Service Management system (Service Now) to access and update in regard to all support service processes such as, incident, change etc as below and that all 'tickets' on the system will be actioned and updated and / or fulfilled within the next business day of the 'ticket' being created.
- 5.4 The CPS will provide a suitable number of Service Now licences (no greater than 12) for the Potential Providers staff to access and update the system. All costs related to the licenses will be met by the Authority.
- 5.5 In addition, the Authority requires this 2nd line support service to allow direct access via a telephone number and email address for the 1st line support staff which may be third-party helpdesk staff or CPS employed technical staff. Please note direct access to this service by End Users is not required outside of the mobilisation period and in fact this is discouraged as End Users should be directed to the central CPS IT support desk service already in place.
- 5.6 The Authority requires the Potential Service Provider to provide access to the Network Service Providers portal or similar online access to be able to view the account, invoicing and other management information and data.
- 5.7 Data on any Portal systems should be updated frequently and should provide information as close to real-time data as possible and ideally no more than 1 month retrospectively. Any system should comply with GDPR legislation and other security standards as below:

Incidents

- 5.8 The Potential Provider shall enable a process to deal with Incidents including but not limited to:-
- 5.8.1 faulty, lost, or stolen device(s) resulting in the issue of new and or replacement devices where applicable and next day replacement of faulty devices

- 5.8.2 investigate and manage issues / complaints around network provision

Change

- 5.9 The Potential Provider shall enable a process to deal with Change including but not limited to:-
 - 5.9.1 creating new or changing users account details for connections
 - 5.9.2 ceasing connections upon request
 - 5.9.3 activate / de-activate international roaming

Knowledge management

- 5.10 The Potential Provider shall contribute to the online Knowledge Management repository within Service Now to help 1st line incident management resolution – Knowledge Articles, these include but are not limited to:-
 - 5.10.1 methods to resolve incidents;
 - 5.10.2 known errors;
 - 5.10.3 service desk scripts;
 - 5.10.4 build data;
 - 5.10.5 End User self-help articles; and
 - 5.10.6 frequently asked questions (FAQs).
- 5.11 The format of the Knowledge Articles shall be determined by the Authority. All Knowledge Articles must be updated as required to reflect any changes and good practice and reviewed for accuracy and relevance no less than each year on the anniversary of the service commencement date.
- 5.12 The Potential Provider shall ensure that, where Knowledge Articles related to the Services are found in to be inaccurate, incomplete or lack integrity, such data is promptly corrected.

Problem management

- 5.13 The Potential Provider shall enable a process to deal with Problem Management including but not limited to:-
 - 5.13.1 Working with the CPS teams to identify recurring issues for example areas of poor coverage

Asset Management

- 5.14 The Potential Provider shall enable a process to deal with Asset Management including but not limited to:-
 - 5.14.1 Issuing new devices please see Annex 2 for indicative process
 - 5.14.2 Registering of new devices onto Samsung Knox
 - 5.14.3 Maintaining records of devices and SIMs on Service Now including but not limited to:-
 - (a) Device make and model
 - (b) End User
 - (c) SIM serial number
 - (d) Device serial number
 - (e) Device Phone Number
 - (f) IMEI/MEID

- (g) PUK
- (h) PUK 2
- (i) PIN 2

Invoicing

- 5.15 The Authority requires a valid invoice for each connection on a monthly basis. The invoice or supporting information related to the invoice should allow the Authority to identify the following as a minimum:-
- 5.15.1 Phone number / asset ID
 - 5.15.2 usage in scope of the tariff and anything outside the tariff (where applicable)
 - 5.15.3 any Special charges as set out in 3.12 above
 - 5.15.4 tagged call reporting
 - 5.15.5 roaming and International usage

Management Information

- 5.16 The Potential Provider is expected to be able to provide management reporting on all aspects of the Service and devices issued and managed. Monthly reports and trend analysis reports over defined period should be able to be produced in relation to the following elements as a minimum:-
- 5.16.1 usage per connection
 - 5.16.2 type of data usage by connection i.e. streaming, downloading etc.
 - 5.16.3 ordering
 - 5.16.4 invoice
 - 5.16.5 service management processes
 - 5.16.6 network availability
- 5.17 In addition, the Potential Provider will be expected to nominate a single point of contact to act as an initial escalation point for all matter relating to the service provided – an Account Manager. It is expected that regular meeting will be held with the commercial and /or IT operational representatives to review performance across a number of metrics.
- 5.18 The Potential Provider will also be required to ensure an alert mechanism is in place to prompt discussions with the Authority should usage increase or decrease significantly to ensure the Authority is utilising the most value for money tariffs / hardware models etc.

Relationship management

- 5.19 In order for the Service to operate effectively for the End User the Potential Provider is expected to work closely with the CPS Service Management team and Solutions Team along with and building and maintaining an effective relationship with the CPS service desk provider (CGI).
- 5.20 The Potential Provider is expected to manage the relationship with the Network Service Provider (where applicable) and have strong relationships with device manufactures to ensure hardware options are kept up to date and represent value for money.

Contract Mobilisation and Implementation

- 5.21 As this Service is provided for staff in the ‘frontline’ of CPS operations, service continuity for end users during the implementation is critical to the success of this Contract.

- 5.22 The Potential Provider will be responsible for the full end to end management of the implementation of the services (which may include a change of Network Service Provider) and should be able to deliver the following as a minimum:-
- 5.22.1 provide an account manager or similar person to act as a single point of contact for the Authority during the Mobilisation and Implementation Periods
 - 5.22.2 arrange for the porting of existing mobile numbers,
 - 5.22.3 supply new SIM cards as necessary (in the event that the existing Network Provider is retained as part of your solution then this service may not be necessary)
 - 5.22.4 issuing of clear End User instructions to accommodate for all levels of IT literacy
 - 5.22.5 issuing of messages (via the CPS service management team) to all users about the timing of changes etc.
- 5.23 During the Implementation Period, the Authority will require an enhanced Support Service-Helpdesk. This Service should be a 1st line support service direct for End Users. This will be critical in the event that there is a change to the Network Service Provider and End Users will need to change SIM cards for example.
- 5.24 Where a new SIM card is required the Potential Provider should be able to send to multiple locations which maybe one location per End User i.e., to their home address (due to home working patterns) rather than CPS office locations.
- 5.25 The Potential Provider must create a 'How to Guide' for end users to facilitate the change of SIM process and provide the guide to End Users.
- 5.26 Ideally the Potential Provider will have registered the SIM card and activated with the Mobile Network Provider before dispatch to the End User and therefore be ready for use once the End User installs the new SIM in their device.
- 5.27 Prior to the commencement of the implementation the Potential Provider and the Authority will complete a Mobilisation Period following which a Detailed Implementation Plan will be agreed. The Mobilisation Period should ideally be less than one calendar month to allow sufficient time for the Implementation Plan to be delivered.
- 5.28 During the Mobilisation Period working with the Authority the Supplier shall;
- 5.28.1 work cooperatively and in partnership with the Authority, incumbent CPS Supplier, and other CPS or other Supplier(s), where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;
 - 5.28.2 liaise with the incumbent CPS Supplier to understand dependencies on the incumbent CPS Supplier and other suppliers in order to complete the Implementation phase.
 - 5.28.3 produce a Detailed Implementation Plan, to be agreed by the Authority, for carrying out the requirements within the Implementation Period including, Key Milestones and dependencies.
 - 5.28.4 Bring to the attention of the Authority any discrepancy relating to the data provided by the Authority, including but not limited to:
 - (a) Multiple SIM cards with a single owner / end user allocated to them.
 - (b) Missing / Incomplete / Inaccurate address details that would inhibit the delivery of SIM cards / devices
 - 5.28.5 Any other risks that could impede the completion of the Implementation Period.
- 5.29 The Detailed Implementation Plan should include:

- 5.29.1 how the Supplier will work with the Authority's Authorised Representative to capture and load up information such as asset data; and addresses and contact details for asset owners (e.g. owners of SIM cards, smart phones, etc.)
- 5.29.2 a communications plan, and draft communications to be produced by the Supplier, but to be agreed with and communications distributed by the Authority,
- 5.30 In addition, the Supplier shall:
 - 5.30.1 appoint a Supplier Authorised Representative who shall be responsible for the management of the Mobilisation Period, to ensure that the Mobilisation Period is planned and resourced adequately, and who will act as a point of contact for the Authority;
 - 5.30.2 produce an Implementation Plan progress report that will fulfil all the Authority's obligations, including where relevant, such obligations to Other Suppliers.
- 5.31 the Parties shall use reasonable endeavours to agree the contents of the report but if the Parties are unable to agree the contents within ten (10) Working Days of its submission by the Supplier to the Authority, then such Dispute shall be taken before a steering group to be made up of the Authority and Supplier representatives in the first instance. If the Parties are still unable to agree the Implementation Plan, then the Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 5.32 construct and maintain an Implementation dependencies, risk, and issue register in conjunction with the Authority detailing how risks and issues outside the control of the Supplier, will be effectively communicated to the Authority, such that the Supplier and the Authority can jointly mitigate them;
- 5.33 Setup and attend weekly Implementation meetings. Including agreeing the format of the implementation report to be discussed at these meetings. The Implementation meetings shall be chaired by the Authority and all meeting minutes and actions arising out of such Implementation meetings shall be kept and published by the Supplier.

6 Exclusions and Constraints

- 6.1 All Microsoft licensing for the MDM solution including any licensing related to the individual devices are to be provided by the Authority and are therefore outside of the scope of this procurement.
- 6.2 License costs for access to the IT Service Management system will be met by the Authority.
- 6.3 The implementation date is fixed, and all activities must be completed on or before the 30th October 2022.