

Direct Award Order Form

CALL-OFF REFERENCE: BSP 6341
THE BUYER: Public Health England
BUYER ADDRESS: Procurement, 61 Colindale Avenue,
SUPPLIER REFERENCE 0066900001NtutV
THE SUPPLIER: Exponential-e Limited
SUPPLIER ADDRESS: 100 Lemon St, London E1 8EU
REGISTRATION NUMBER: 04499567
DUNS NUMBER: 64-096-1145
SID4GOV ID: N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 24 May 2021.

It's issued under the Framework Contract with the reference number 10Gbps Azure Cloud Connect (SO78) for the provision of Network Services.

CALL-OFF LOT(S):

Lot 1

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

- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)

- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 7 (Financial Difficulties)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Call-Off Schedules
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 11 (Installation Works)
 - Call-Off Schedule 12 (Clustering)
 - Call-Off Schedule 14 (Service Levels)

4. CCS Core Terms (version 3.0.5)

5. Joint Schedule 5 (Corporate Social Responsibility)

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

Please see Appendix A as agreed within CCS Framework Award Form signed on 31 July 2019.

CALL-OFF START DATE 25 May 2021

CALL-OFF EXPIRY DATE 23 May 2024

CALL-OFF INITIAL PERIOD 3 years

CALL-OFF OPTIONAL EXTENSION PERIOD 2 x 1 years

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION

The Customer shall have the right to terminate this Call-Off Contract by providing at least thirty (30) Working Days' written notice to the Supplier, such notice to be served no earlier than the first anniversary of the Effective Date.

CATALOGUE SERVICE OFFER REFERENCE

10Gbps Azure Cloud Connect (SO78)

CALL-OFF DELIVERABLES

This service will provide the customer with 10Gbps capable connectivity from their sites into the Azure infrastructure. Exponential-e 'Smart Wires' service will deliver fibre access circuits to the sites. The service is monitored via the CPE on-site, which

is capable of up to 10Gbps throughput. ExpressRoute connectivity will be delivered through our 'Cloud Connect Exchange' service.

An overview of the Service is as follows:

- ✓ 10Gbps bearer fibre access circuit.
- ✓ Microsoft Azure ExpressRoute connectivity delivered directly t.o site(s).
- ✓ 2Gbps bandwidth with the capacity to scale up to 10Gbps.
- ✓ Fully managed Customer Premise Equipment (CPE)
- ✓ 24/7/365 support from UK-based service desk.

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 [REDACTED].

CALL-OFF CHARGES

Description	Site	One-Off Cost	Annual Cost
2Gbps Cloud Connect Service <ul style="list-style-type: none">• 2Gbps Azure ExpressRoute• 10Gbps bearer fibre access circuit• 2Gbps bandwidth• 1 x managed 10Gbps router	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
2Gbps Cloud Connect Service <ul style="list-style-type: none">• 2Gbps Azure ExpressRoute• 10Gbps bearer fibre access circuit• 2Gbps bandwidth• 1 x managed 10Gbps routers	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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

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V1.0 12082019

PAYMENT METHOD

BACS

BUYER'S INVOICE ADDRESS:

Payables@phe.gov.uk

or

Accounts Payable

PHE Porton

Manor Farm Road

Porton

Wiltshire

SP4 0JG

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

61 Colindale Avenue

London

NW5 9EQ

BUYER'S ENVIRONMENTAL POLICY

<https://www.gov.uk/government/publications/sustainability-in-public-health-england>

ADDITIONAL INSURANCES

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

GUARANTEE

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

SOCIAL VALUE COMMITMENT

Not applicable

STAFF TRANSFER

The following parts of Call-Off Schedule 2 (Staff Transfer) shall apply:
Part C (No Staff Transfer On Start Date)

Part E (Staff Transfer on Exit) will apply to every Contract.

QUALITY PLAN

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Not applicable when the Call-Off Contract is awarded through a direct award procedure.

MAINTENANCE OF ICT ENVIRONMENT

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

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

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

BUYER'S SECURITY POLICY

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

INFORMATION SECURITY MANAGEMENT SYSTEM (ISMS)

Not Applicable

CLUSTERING

Not Applicable

SERVICE LEVELS AND SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 Part B (Long Form Service Levels and Service Credits).

The required Service Maintenance Level is Level 4

The Service Credit Cap is in accordance with Call-Off Schedule 14 (Service Levels)

The Service Period is one (1) Month

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

[REDACTED]

[REDACTED]

100 Lemon St, London, E1 8EU

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

[REDACTED]

[REDACTED]

100 Lemon St, London, E1 8EU

PROGRESS REPORT FREQUENCY

A weekly during implementation

PROGRESS MEETING FREQUENCY

Quarterly following implementation

OPERATIONAL BOARD

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

KEY STAFF

[REDACTED]

[REDACTED]

[REDACTED]

100 Leman Street, London, E1 8EU

KEY SUBCONTRACTOR(S)

BT Openreach

BT Wholesale

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	[REDACTED]	Signature:	[REDACTED]
Name:	[REDACTED]	Name:	[REDACTED]
Role:	[REDACTED] [REDACTED]	Role:	[REDACTED]
Date:	26 th May 2021	Date:	25/05/2021

Appendix A

Special Term 1	Core Terms Clause 2.6 – Delete the last sentence: “The Supplier will promptly notify CCS if the eligible buyer won’t use this Framework Contract.”
Special Term 2	Add new Clause 2.11 : “The Supplier shall operate the Catalogue in accordance with Framework Schedule 1 (Specification).”
Special Term 3	Core Terms Clause 3.2.2 – Delete the Clause
Special Term 4	Core Terms Clause 3.2.11 - Delete the Clause
Special Term 5	Core Terms Clause 8.7 – Delete current text and replace with: “The Supplier shall assign to the Buyer, or if it is unable to do so, shall (to the extent it is legally able to do so) hold on trust for the sole benefit of the Buyer, all warranties and indemnities provided by third parties in respect of the Deliverables. Where any such warranties are held on trust, the Supplier shall enforce such warranties in accordance with any reasonable directions that the Buyer may notify from time to time to the Supplier.”
Special Term 6	Core Terms Clause 10.3.2 Delete current text and replace with the following; “Each Buyer has the right to terminate their Call-Off Contract at any time by giving the Supplier not less than the minimum period of notice specified in the Order Form. Under such circumstances the Buyer agrees to pay the Supplier’s reasonable and proven unavoidable Losses resulting from termination of the Call- Off Contract, provided that the Supplier takes all reasonable steps to minimise such Losses. The Supplier will give the Customer a fully itemised list of such Losses, with supporting evidence, to support their claim for payment. After the Call-Off Contract ends Clauses 10.5.2 to 10.5.7 will apply.”
Special Term 7	Core Terms Clause 11.2 – amend “£5 million” to “£1 million”
Special Term 8	Core Terms Clause 14.1 - Delete the Clause and replace with: “The Parties acknowledge that for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor unless otherwise specified in Joint Schedule 11.”
Special Term 9	Core Terms 14.5 – delete the Clause and replace with: “The Supplier shall ensure that any system on which the Supplier holds any Government Data, including back-up data, is a secure

	system, and for Call-Off Contracts that it will comply with the relevant Buyer's requirements in respect of Call-Off Schedule 9."
Special Term 10	<p>Core Terms Clause 24.2 – add the following additional text at the end of the Clause :</p> <p>"If the Supplier needs resources other than those ordinarily used in the provision of the Service in order to complete an Impact Assessment requested by the Buyer, the Supplier must tell the Buyer before beginning the Impact Assessment. If the Buyer wants the Impact Assessment to go ahead, the Buyer shall pay any reasonable costs incurred by the Supplier in producing the Impact Assessment. To be clear, the Supplier will not be able to recover costs incurred during the Impact Assessment that the Buyer didn't agree before the Impact Assessment began."</p>
Special Term 11	<p>Core Terms – add the following provision:</p> <p>"36. Telecoms Expense Management</p> <p>The Supplier shall provide without charge to a TEM Provider nominated by CCS the detailed invoice data for each Buyer in receipt of Deliverables in an Electronic Data Interchange (EDI) format at the same frequency as it is received by that Buyer, subject to the TEM Provider agreeing to enter into a direct confidentiality agreement with the Supplier on terms equivalent to the terms set out in Clause 15 (What you must keep Confidential)."</p>
Special Term 12	<p>Core Terms – replace the existing Clause 10.5.7 as below:</p> <p>10.5.7 The following Clauses survive the termination of each Contract: 3.2.10, 6, 7.5, 9, 11, 14, 15, 16, 17, 18, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.</p>
Special Term 13	<p>Core Terms – replace the existing Clause 10.6.2 as below:</p> <p>10.6.2 If a Supplier terminates a Call-Off Contract under Clause 10.6.1:</p> <p style="padding-left: 40px;">the Buyer must promptly pay all outstanding Charges incurred to the Supplier</p> <p style="padding-left: 40px;">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</p> <p>Clauses 10.5.3 to 10.5.7 apply</p>