

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

PART A: Further Competition Order Form

CALL-OFF REFERENCE:	707886450
THE BUYER:	Secretary of State for Defence
BUYER ADDRESS	Ministry of Defence, Strategic Command, Defence Digital Building 405, E2, MOD Corsham, Westwells Road, Corsham SN13 9NR
SUPPLIER REFERENCE:	Not applicable
THE SUPPLIER: Company	British Telecommunications Public Limited
SUPPLIER ADDRESS:	1 Braham Street, London, United Kingdom, E1 8EE
REGISTRATION NUMBER:	01800000
DUNS NUMBER:	227015716
SID4GOV ID:	Not applicable (DUNS No. 227015716)

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 9th April 2025; and has been issued under the Framework Contract with the reference number RM6261 for the provision of Mobile Voice and Data Services.

CALL-OFF LOT(S): Lot 2

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.

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2. Joint Schedule 1(Definitions) RM6261
3. Framework Special Terms: As set out within Section 10 of the Framework Award Form.
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6261
 - 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 8 (Guarantee)
 - Joint Schedule 9 (Minimum Standards of Reliability)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Call-Off Schedules for RM6261
 - 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 7 (Key Supplier Staff)
 - 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 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 17 (MOD Terms)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-off Schedule 22 (Lease Terms)
 - Call-Off Schedule 25 Government Furnished Assets (GFA)
5. CCS Core Terms (version 3.0.11)
6. Call-Off Schedule 24 (Supplier Furnished terms)
7. Joint Schedule 5 (Corporate Social Responsibility) RM6261
8. 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.

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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:

1. Non-Exclusivity. The Supplier acknowledges and agrees that it is not being appointed as an exclusive supplier of any of the Deliverables and that the Buyer may at any time deliver any of the Deliverables itself or procure them from a third party. Accordingly, nothing in this Call-Off Contract shall be construed as creating an exclusive arrangement between the Buyer and the Supplier and nothing shall prevent the Buyer from either acquiring similar, equal, or like Deliverables or from executing additional contracts with any third parties. The Supplier acknowledges and agrees that the Buyer does not commit to order any minimum volume of Deliverables.

2. Extension Period

The Buyer may, at its sole discretion, extend this Call-Off Contract for the Call-Off Optional Extension Period by notifying the Supplier in writing not less than thirty (30) days prior to the end of the Call-Off Initial Period. The Buyer shall have no liabilities or commitments to enter the Call-Off Optional Extension Period until it has given such written notice.

3. Operational Service Management Disputes Involving Third PartiesDisputes Involving Third Parties

3.1 The provisions of this Call-Off Special Term 3 shall apply to any Dispute that involves or impacts any party other than the Parties (each an "Other Disputing Party").

3.2 Where the Dispute involves an Other Disputing Party and irrespective of whether one or more of the Other Disputing Parties may have contributed to the matters giving rise to the Dispute, the Dispute shall be managed in accordance with the provisions of this Call-Off Special Term 3 and the Dispute shall be known as a "Third Party Dispute".

3.3 The Parties acknowledge and agree that:

3.3.1 participation in the Dispute process set out in this Call-Off Special Term 3 is without prejudice to either Party's rights to pursue resolution of a Dispute under any other parts of the Dispute Resolution Procedure; and

3.3.2 the provisions of this Call-Off Special Term 3 are in addition to, and not in substitution for, any other parts of the Dispute Resolution Procedure.

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3.4 If at any time following the issue of a Notice of Dispute, the Authority reasonably considers that the matters giving rise to the Dispute involve one or more third parties, then the Authority shall be entitled to determine that the Dispute is a Third Party Dispute and to serve a notice on the Contractor which sets out the Authority's determination that the Dispute is a Third Party Dispute and specifies the third parties which are to be involved in the Third Party Dispute Resolution Procedure, such notice to be a "Third Party Dispute Procedure Initiation Notice".

3.5 If after a Notice of Dispute is issued, the Contractor becomes aware or considers that a Dispute is or is likely to become a Third Party Dispute, the Contractor shall notify the Authority of that fact promptly and in any event within one (1) Working Day of becoming aware of that fact, such notice (each a "Contractor Third Party Dispute Notice") to identify the relevant Other Disputing Parties and to provide a high level description of the reason that the Contractor believes that each Other Disputing Party may be involved in, or may be impacted by, the Dispute.

3.6 The Authority shall (acting reasonably) consider each Contractor Third Party Dispute Notice and shall determine within five (5) Working Days whether the Dispute is:

3.6.1 a Third Party Dispute, in which case the Authority shall serve a Third Party Dispute Procedure Initiation Notice; or

3.6.2 not a Third Party Dispute, in which case the Authority shall serve a written notice of such determination upon the Contractor and the provisions of this Call-Off Special Term 3 in relation to the Dispute shall not apply.

3.7 At the Authority's request from time to time during a Third Party Dispute, the Contractor shall promptly and in any event within five (5) Working Days of the date of such request:

3.7.1 provide evidence which the Authority can use to evaluate the Contractor's, Other Disputing Parties' and (if relevant) the Authority's contribution(s) or involvement (or both), including in order to determine a preliminary view on the allocation of fault ("Evidence"); and

3.7.2 provide a draft dispute resolution proposal (a "Dispute Resolution Proposal"), which contains, as a minimum, detailed descriptions of:

- (A) the impact of the Third Party Dispute on the Services under this Agreement;
- (B) details of the extent to which and the manner in which each of the Contractor, each Other Disputing Party and (if relevant) the Authority is contributing to any impact on the Services in connection with the Dispute;

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- (C) proposals for resolving the Third Party Dispute and remediating any adverse impact on the Services; and
- (D) a timetable of activities required by the Parties and any Other Disputing Parties to resolve the Third Party Dispute.

3.8 The Contractor shall act reasonably and in good faith in compiling the Evidence and the Dispute Resolution Proposal.

3.9 If requested by the Authority from time to time, the Contractor shall use its best endeavours to coordinate with, and facilitate, the Other Disputing Parties to ensure that each of them also provides, within five (5) Working Days of such request, Evidence or a draft Dispute Resolution Proposal (or both, as relevant).

3.10 The Contractor shall meet at times reasonably specified by the Authority to discuss any Evidence and Dispute Resolution Proposals provided by the Contractor or any Other Disputing Party, or any evidence or proposals provided by the Authority.

3.11 If required by the Authority, the Contractor shall work with the Other Disputing Parties to prepare and deliver a joint final plan for the resolution of the Third Party Dispute for Approval by the Authority. Once Approved by the Authority, such plan shall be known as the "Dispute Resolution Plan". The Contractor shall perform the activities in accordance with the timetable specified in the Dispute Resolution Plan and shall use its best endeavours to ensure that where it has a contractual relationship with any Other Disputing Party, that Other Disputing Party shall perform the activities in accordance with the timetable set out in the Dispute Resolution Plan.

3.12 If requested by the Authority from time to time, the Contractor shall ensure that appropriately empowered representatives shall meet within five (5) Working Days of such request (or such shorter period agreed by the Parties in writing, acting reasonably) to discuss responsibility for the Third Party Dispute, with a view to agreeing the charges payable by the Parties or any Other Disputing

Parties (or both) with respect to the Third Party Dispute. The Authority shall be entitled to invite any Other Disputing Parties to such meetings and the Contractor shall participate in such meetings in a constructive manner, with a view to resolving the Third Party Dispute efficiently and effectively.

3.13 The Contractor acknowledges that the Authority does not have the right to act on behalf of any Other Disputing Party.

3.14 Nothing in this Call-Off Special Term 3 shall be interpreted to limit or relieve the Contractor's obligations under the Collaboration Agreement and the Contractor shall ensure that, where a Dispute involves a DaaP Contractor or other Authority Third Party that is party to the Collaboration Agreement, the Contractor attempts to resolve the Dispute in accordance with the Collaboration Agreement Principles before taking

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formal action under this Agreement (including through the use of the Dispute Resolution Procedure).

CALL-OFF CONTRACT AWARD DATE: 9th April 2025

CALL-OFF START DATE: 28th April 2025 at 00:00hrs

CALL-OFF EXPIRY DATE: 21st April 2028 at 23:59hrs

CALL-OFF INITIAL PERIOD: Three (3) Years, 0 Months

CALL-OFF OPTIONAL EXTENSION PERIOD: One (1) Year

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION: 30 days written notice.

CALL-OFF SERVICES AND 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 £7,159,308, in line with Call-Off Schedule 5 (Pricing Details) and its appendices.

CALL-OFF CONTRACT CHARGES

The anticipated Total Contract Value is £17,641,571.29. See details in Call-Off Schedule 5 (Pricing Details).

The Charges can only be changed by agreement in writing between the Buyer and the Supplier and shall follow any relevant procedures as defined within this Call-Off Contract which shall include the following:

- specific Change in Law,
- indexation (where relevant and as stated within Call-Off Schedule 5 (Pricing Details) and,
- benchmarking using Call-Off Schedule 16 (Benchmarking)

REIMBURSABLE EXPENSES

None.

Framework Ref: RM6261
Project Version: v2.1
Model Version: v3.8

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PAYMENT METHOD

Payment will be made by electronic transfer and prior to submitting any claims for payment the Supplier will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool. Any claims for payments shall be made in accordance with Call-Off Schedule 5 and Call-Off Schedule 17 (MOD Terms).

BUYER'S INVOICE ADDRESS:

Integrated User Services (IUS) Team,
UKStratCOM DD-FIN IUS Finance (multiuser)
Financial Controller
Bldg 405,
Westwells Road,
Corsham
SN13 9NR.

BUYER'S AUTHORISED REPRESENTATIVE

[Redacted]
Assistant Head Commercial – Fixed Networks
Defence Digital – Strategic Command
[\[Redacted\]](#)
MOD Corsham,
Westwells Road,
Corsham
SN13 9NR

BUYER'S ENVIRONMENTAL POLICY

The Secretary of State for Defence Health, Safety and Environmental Protection in Defence 02 January 2024, available at the following URL and as amended from time to time: [Health, safety and environmental protection in defence policy statement \(publishing.service.gov.uk\)](https://publishing.service.gov.uk)

SECURITY REQUIREMENTS

In accordance with Call-Off Schedule 9, Part B (Long Form Security Requirements) and its associated annexes and appendices.

BUYER'S SECURITY POLICY

The Supply shall comply with and adhere to the Buyer's Security Policies as set out in Call-Off Schedule 9 (Security) and its associated annexes and appendices.

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SUPPLIER'S AUTHORISED REPRESENTATIVE

[Redacted]

Account Director

[Redacted]

1 Braham Street, London, E1 8EE

SUPPLIER'S CONTRACT MANAGER

[Redacted]

Contract Manager

[Redacted]

1 Braham Street, London, E1 8EE

PROGRESS REPORT / MEETING FREQUENCY

The frequency of progress reports and meetings shall be in accordance with Call-Off Schedule 15 (Contract Management).

KEY STAFF

Not Applicable

KEY SUBCONTRACTOR(S)

Suppliers Key Subcontractors are set out in Joint Schedule 6 (Key Subcontractors) and are named below:

Key Subcontractor 1

EE Limited

Registration number 02382161

Role of Subcontractor: TBC

Key Subcontractor 2

Enghouse (Registered name – TBC)

Registration number (if registered) [insert number - TBC]

Role of Subcontractor: Supplier of EE Mobile Manager Portal

Key Subcontractor 3

Apple (Registered name – TBC)

Registration number (if registered) [insert number - TBC]

Role of Subcontractor: Device retailers

Key Subcontractor 4

Samsung (Registered name – TBC)

Registration number (if registered) [insert number - TBC]

Role of Subcontractor: Device retailers

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Key Subcontractor 5

MDS Global Ltd (Registered name – TBC)

Registration number (if registered) [insert number - TBC]

Role of Subcontractor: Cloud Monetisation Platform (“CMP”)

Key Subcontractor 6

JAMF (Registered name – TBC)

Registration number (if registered) [insert number - TBC]

Role of Subcontractor: Enhanced control features and visibility of mobile estate

COMMERCIALLY SENSITIVE INFORMATION

Supplier’s Commercially Sensitive Information are set out in Joint Schedule 4 (Commercially Sensitive Information)

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

The Service Credit Cap (or “At Risk Amount” as defined in Call-Off Schedule 14 (Service Levels)) is: 15% of the “At-Risk Fee” (exclusive of any Service Credits associated with any Extended Service Level Defaults).

The Service Period is: a one (1) Month period and is defined within Call-Off Schedule 14 (Service Levels) as the “Measurement Period”.

A Critical Service Level Failure is: not used.

ADDITIONAL INSURANCES

Details of Additional Insurances required are in accordance with Joint Schedule 3 (Insurance Requirements).

GUARANTEE

The Buyer and the Supplier agree that at the date of signature a guarantee (as per Joint Schedule 8) is not required. However, the Buyer reserves the right, should a significant Financial Distress Event occur (within the meaning of Joint Schedule 7) to require the Supplier to provide a guarantee as per Joint Schedule 8 (Guarantee).

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 Joint Schedule 5 (Corporate Social Responsibility) and Call-Off Schedule 1 (Transparency Reports).

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

[Buyer guidance: execution by seal / deed where required by the Buyer].