

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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- 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)
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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	[X] Working Days	
Steps taken to prevent recurrence of Default	Steps	Timescale
	1.	[date]
	2.	[date]
	3.	[date]
	4.	[date]
	[...]	[date]

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Joint Schedule 10 (Rectification Plan)

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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:	

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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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- (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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- (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.

Joint Schedule 11 (Processing Data) RM3808-L13-SO#01 - Storm Communication Integration

Annex 1: a) Authorised Processing Template

Call-Off Contract:	RM3808-Lot13-VodafoneLtd-#001 - Storm Communication Integration
Date:	Date of signature of the Order Form
Description Of Authorised Processing	Details
Identity of the Controller and Processor	<p>Definitions</p> <p>The following definitions apply for the purposes of this Schedule 11 Annex 1:</p> <p>“Operational Data” means Personal Data provided or made available by one Party to the other which is operationally required for the performance of the Call Off Contract relating to that Party’s employees or representatives.</p> <p>“Traffic Data” means any data processed for the purpose of the conveyance of a communication on an electronic communications network and for billing and may include Personal Data.</p> <p>“Vodafone Group Companies” means (a) Vodafone Group Plc, Vodafone Limited and any company in which Vodafone Group Plc owns (directly or indirectly) 15% or more of the issued share capital; and (b) any Supplier partner market.</p> <p>Supplier as a Controller</p> <p>In respect of Operational Data and Traffic Data, paragraph 1 of Joint Schedule 11 (Processing Data) shall not apply.</p> <p>Supplier as a Processor</p> <p>Supplier shall as a Data Processor:</p> <ul style="list-style-type: none"> (a) where Vodafone hosts any Personal Data on behalf of Buyer; (b) in respect of the storm RECORDER service,

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	<p>(c) in respect of the storm VIEW service; and/or</p> <p>(d) where Buyer opts to receive the storm WFM optional product</p> <p>(e) where Buyer opts to receive the storm Customer Knowledge System module.</p> <p>(the “Processor Services”).</p> <p>Buyer acknowledges that when acting as Controller, Buyer shall be responsible for ensuring that there is a lawful basis for processing Personal Data under the Processor Services.</p> <p>By signing the Order Form for Services under the Supplier’s Service Offer the Buyer is deemed to have provided its prior written consent:</p> <p>(i) to Supplier (and its sub-processors) transferring Personal Data outside of the European Economic Area in satisfaction of clause 1.4(d) of Joint Schedule 11 without the requirement for any further instructions or obligations to be placed upon Supplier; and</p> <p>(ii) for Supplier to engage the following sub-processors: (1) any member of the Vodafone Group Companies, and (2) Content Guru Limited (company number 05653869) to carry out processing activities in the provision of the Services and/or to fulfil certain obligations of Supplier under the Call Off Contract, in satisfaction of clause 1.11 of Joint Schedule 11.</p> <p>Supplier shall have no obligation to provide any Services in respect of any Order Form unless such consents are in place at all times.</p>
Subject matter of the processing	Processing of Operational Data is required in order to ensure that the Parties can effectively communicate and share such operational information as required for the performance of the Call Off Contract.

Joint Schedule 11 (Processing Data) RM3808-L13-SO#01 - Storm Communication Integration

	<p>Where applicable to the Services, processing of Traffic Data is needed in order to convey a communication and for billing purposes as required for the performance of the Call Off Contract.</p> <p>The Storm Communications Integration Services is a cloud platform solution with the capability to provide an integrated IP contact centre service and unified communication service. Supplier carries out the Processor Services as required for the performance of the Call Off Contract.</p>
Duration of the processing	<p>Supplier's processing of Personal Data shall be in accordance with its privacy policy.</p> <p>Buyer's processing of Operational Data shall be in accordance with Buyer's privacy policy.</p> <p>Processor Services are undertaken for a duration determined by Buyer, the Call Off Contract and Service Offer.</p>
Nature and purposes of the processing	<p><u>Nature of the processing</u>: collection, recording, organisation, structuring, storage (including hosting), analysis, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) and any other purpose stated within the Supplier's Service Offer.</p> <p><u>Purpose</u>: the provision and operation of the Service Offer.</p>
Type of Personal Data	<p><u>Operational Data may include the following</u>: Business contact information such as name, email address, work address, telephone and fax numbers, gender, title, security clearances and related security measures, e-signature, user account and identity verification information, complaints and escalations, customer care contact information, requests for access to personal data, correspondence relating to customer care, cookies, mobile device identifiers, serial number/SIM card number, pseudonymous profiles, marketing preferences, emails from and to</p>

Joint Schedule 11 (Processing Data) RM3808-L13-SO#01 - Storm Communication Integration

	<p>Buyer's users, device-based or device-related data for corporate devices and any other category of Personal Data as stated within the Supplier's Service Offer.</p> <p><u>Traffic Data may include the following:</u> Network/Services usage information, such as IP address, call information (duration, start/end time), network events/activity logs/browsing logs, TAP files, volume (i.e. amount of mins/SMS), location data and system access or audit logs and any type of Traffic Data stated within the Supplier's Service Offer..</p> <p><u>Processor Services may include the following:</u> the Personal Data that the Buyer opts to record and/or store using the Processor Services and any other type of Personal Data stated within the Supplier's Service Offer and/or the Call Off Contract.</p>
Categories of Data Subject	<p>In respect of Operational Data and Traffic Data, the other Party's employees or representatives.</p> <p>In respect of Processor Services, the Data Subjects may include Buyer's customers, employees or representatives, suppliers and end-users (including calls).</p>
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>In respect of Operational Data and Traffic Data, in accordance with the respective Controller party's privacy policy, as referred to above.</p> <p>Upon termination or expiration of the Call Off Contract, the Parties shall discuss in good faith the migration of Personal Data processed in the provision of the Processor Services to Buyer or its nominated service provider, as stated within the Supplier's Service Offer.</p>

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)

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Annex A: List of Transparency Reports

Title	Content	Format	Frequency
Call-off Contract Charges Information Report	As per Supplier's standard report	Accessible for: Lot 6 (mobile voice data services) via www.vcol.co.uk and for all other Lots via https://myenterprise.vodafone.com/oneportal	Once within three (3) months of the Call-Off Start Date only
Key Subcontractors	As set out in the Service Offer	The list set out in the Service Offer	Call-Off Start Date only

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Call-Off Schedules

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

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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;

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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;

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- 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;

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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)

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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;

Call-Off Schedule 2 (Staff Transfer)

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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 3.1.1 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-contractor 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

Call-Off Schedule 2 (Staff Transfer)

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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).

Call-Off Schedule 5 (Pricing Details)

Call-Off Ref:

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Call-Off Schedule 5 (Pricing Details)

The Call-Off Charges shall be as set out below:

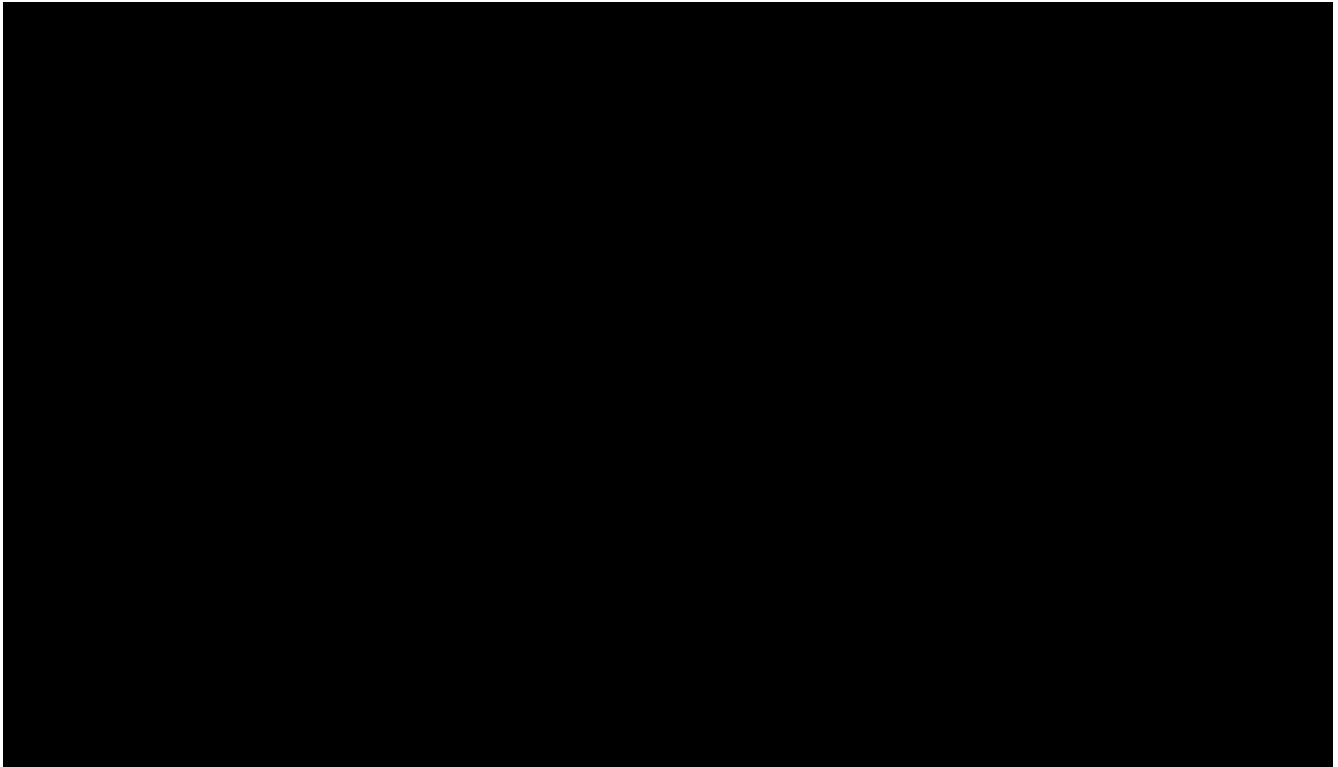
Item	Unit Price	Billing Model	Quantity	Total Price
Agent Interfaces				

[illegible]

Call-Off Schedule 5 (Pricing Details)

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All items above, together with all licensing Charges, are payable monthly in advance. All usage Charges (including inbound and outbound call Charges, which are charged in accordance with Annex 1 and 2 of the Supplier's Service Offer contained at Call-Off Schedule 20 (Call-Off Specification) are payable monthly in arrears

Professional Services Daily Rates

The Supplier's Service Offer sets out the applicable daily rates for each type of professional services and/or each grade of Supplier Staff involved in the performance of the professional services.

The professional services daily rates are all-inclusive with the sole exceptions of:

- Disbursement for travel and subsistence expenses outside of Reading ("Base Location"); and
- Value Added Tax.

Unless otherwise set out in the Supplier's Service Offer, part days worked shall be charged on a pro-rata basis.

The Buyer will not be charged or have liability to pay for:

- Any items it regards as part of the Supplier's overheads (for example word processing, secretarial time and telephone charges);
- Any mark-up on disbursements;

Call-Off Schedule 5 (Pricing Details)

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- Travelling time unless the Buyer's Authorised Representative has authorised in advance the payment of travelling time.

Exit Management

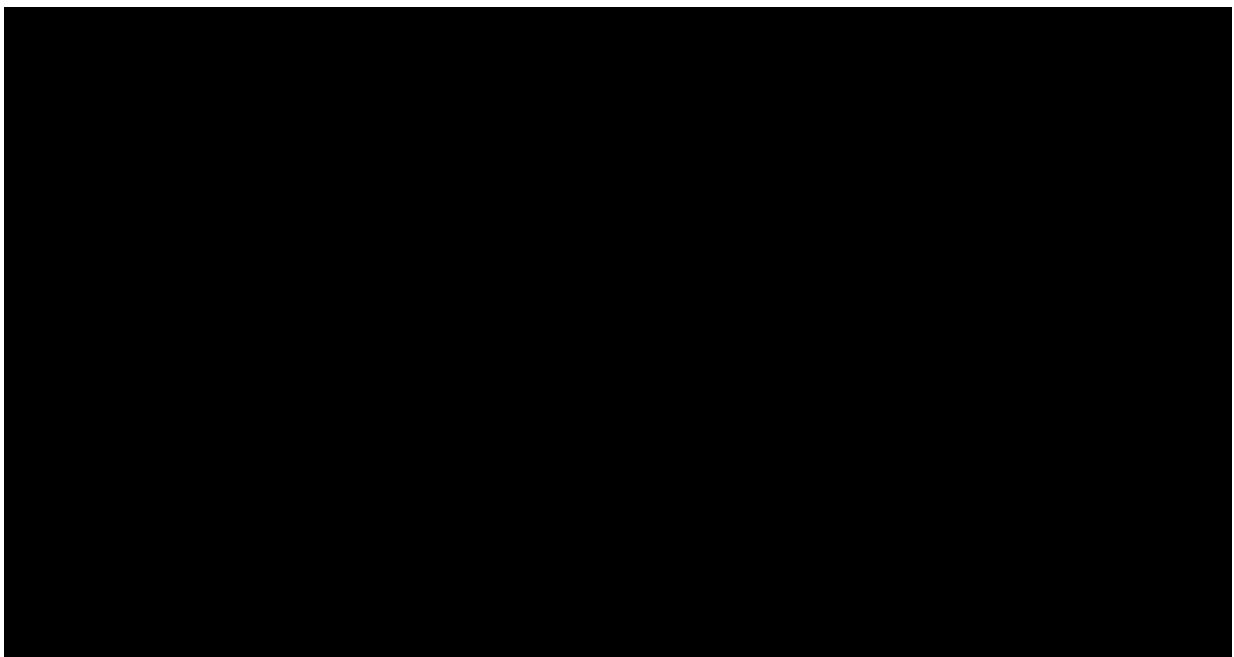
A payment profile will be agreed between the Parties prior to commencement of the Termination Assistance and will be based around agreed exit Deliverables ("Exit Deliverables"). Following the issue of the Termination Assistance Notice by the Buyer, the Parties shall use reasonable endeavours to agree a payment profile that reflects the various stages of the delivery of the Termination Assistance. Invoices for payment of charges relating to the Termination Assistance Period must be submitted in accordance with the agreed payment profile and will be due upon confirmation of acceptance by the Buyer of the agreed Deliverables/Milestones in accordance with the acceptance criteria agreed by the Parties acting reasonably and the payment profile.

Travel & Subsistence

In addition to the rates set out above and in the Supplier's Service Offer, the Supplier may claim from the Buyer sums in respect of travel and subsistence, in accordance with the Buyer's standard travel & subsistence rates, as amended from time to time. Further information, including the Buyer's current rates, is set out in Annex A to this Schedule.

Total contract value

The estimated total contract value for the Initial Period is calculated as set out below:



Call-Off Schedule 5 (Pricing Details)

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		£1,430,554.55
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It is acknowledged by the Parties that the volume of the Services used by the Buyer may vary during this Call-Off Contract. Due to the nature of the Services it isn't possible in a static Schedule to exactly define the consumption of the Services over the duration of the Call-Off Contract. The Supplier agrees that the Buyer's volumes and therefore the estimated total contract value as indicated in this Schedule are indicative only.

The Charges will not be impacted by any change to the Framework Prices. All Charges shall be fixed for the Contract Period (including any Call-Off Optional Extension Period) unless varied in accordance with the provisions of Paragraph 5 of Framework Schedule 3 (Framework Prices).

All Charges set out in this Schedule are exclusive of Value Added Tax.

Call-Off Schedule 5 (Pricing Details)

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Annex A: Travel and Subsistence

Expenses are not payable for attendance at the Base Location. If it is identified that you need to travel away from the Base Location, this should be confirmed with the Buyer's Authorised Representative in advance and Travel and Subsistence expenses may be payable. All Travel and Subsistence should be in line with Defra's Travel and Subsistence Policy. Claims should always be supported by valid receipts for audit purposes and must not exceed any of the stated rates below. Should the stated rate be exceeded, Defra reserve the right to reimburse only up to the stated rate.

Agreed expenses will be reimbursed on acceptance of receipts and where appropriate a mileage log.

Any travel undertaken as a consequence of the Call-Off Contract must utilise the most cost-effective means (taking into account the cost of travel, the cost of accommodation and savings in time) for the whole journey.

Air Travel

Air travel is not permitted for internal journeys within the United Kingdom.

Rail Travel (All Journeys)

Standard class rail unless a clear business case demonstrating value for money can be presented. This includes international rail journeys by Eurostar and other international and overseas rail operators.

Mileage Allowance

Mileage Allowance	First 10,000 business miles in the tax year	Each business mile over 10,000 in the tax year
Private cars and vans – no public transport rate*	45p	25p
Private cars and vans – public transport rate	25p	25p
Private motor cycles	24p	24p
Passenger supplement	5p	5p
Equipment supplement**	3p	3p
Bicycle	20p	20p

*NB the 'no public transport rate' for car and van travel can only be claimed where the use of a private vehicle for the journey is essential e.g. on grounds of disability or

Call-Off Schedule 5 (Pricing Details)

Call-Off Ref:

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where there is no practical public transport alternative. If the use of the vehicle is not essential the 'public transport rate' should be claimed.

** Under HMRC rules this expense is taxable.

UK Subsistence

Location	Upper Limit
London (Bed and Breakfast)	£130
Bristol (Bed and Breakfast)	£100
Warrington (Bed and Breakfast)	£90
UK Other (Bed and Breakfast)	£75

VAT

Please note that if you are contracted as a Limited Company, then the VAT element of your expenses **cannot** be claimed back. Instead, the VAT should be claimed back through your Limited Company's VAT return. Public transport is zero rated for VAT so full amounts for these journeys can be claimed back.

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: <ul style="list-style-type: none"> 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

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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: <ul style="list-style-type: none"> 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

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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.

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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.

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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

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Project Version: v1.0

Model Version: v3.1 – Vodafone Direct Award Version

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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

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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)

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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.

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

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PART A: ANNEX 1 Supplier BCDR Plan



PART B: Bespoke BCDR Plan

Not used.

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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"	<p>the occurrence of:</p> <ul style="list-style-type: none">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/orb) 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, <p>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;</p>
"Security Management Plan"	<p>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.</p>

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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Call-Off Schedule 10 (Exit Management)

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Call-Off Schedule 10 (Exit Management)**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 3.1 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 2.2 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

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"Replacement Services"

Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;

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 5.1 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 5.2 of this Schedule;

"Transferable Assets"

Exclusive Assets which are capable of legal transfer to the Buyer;

"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;

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"Transferring Assets"	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	has the meaning given to it in Paragraph 8.2.3 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.

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

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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 4.3 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 4.1, 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;
 - 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;

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- 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 4.2 or 4.4 (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) 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;

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- 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;

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- 6.1.4 subject to Paragraph 6.3, 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 6.1.2 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.

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- 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.

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.

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- 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
 - 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 8.6 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 8.9 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.

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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.

Call-Off Schedule 11 (Installation Works)
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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.

Call-Off Schedule 12 (Clustering)

1. When you should use this Schedule

- 1.1 This Schedule is required where various Other Contracting Authorities want to join with the Buyer to efficiently contract collectively under a single Call-Off Contract rather than as separate individual Buyers under separate Call-Off Contracts.

2. Definitions

- 2.1 **"Cluster Members"** means a person named as such in the Annex A to this Schedule which shall be incorporated into the Order Form.

3. Cluster Members benefits under the Contract

- 3.1 The Buyer has entered into this Call-Off Contract both for its own benefit and for the benefit the Cluster Members.
- 3.2 The Cluster Members who are to benefit under the Call-Off Contract are identified Annex 1 to this Schedule which shall be included into Order Form.
- 3.3 Cluster Members shall have all of the rights granted to the Buyer under a Call-Off Contract. Accordingly, where the context requires in order to assure the Cluster Members rights and benefits under a Call-Off Contract, and unless the Buyer otherwise specifies, references to the Buyer in a Call-Off Contract (including those references to a Party which are intended to relate to the Buyer) shall be deemed to include a reference to the Cluster Members.
- 3.4 Each of the Cluster Members will be a third party beneficiary for the purposes of the CRTPA and may enforce the relevant provisions of a Call-Off Contract pursuant to CRTPA.
- 3.5 The Parties to a Call-Off Contract may in accordance with its provisions vary, terminate or rescind that Call-Off Contract or any part of it, without the consent of any Cluster Member.
- 3.6 The enforcement rights granted to Cluster Members under Paragraph 3.4 are subject to the following provisions:
 - 3.6.1 the Buyer may enforce any provision of a Call-Off Contract on behalf of a Cluster Member;
 - 3.6.2 any claim from a Cluster Member under the CRTPA to enforce a Call-Off Contract shall be brought by the Buyer if reasonably practicable for the Buyer and Cluster Member to do so; and
 - 3.6.3 the Supplier's limits and exclusions of liability in the Call-Off Contract shall apply to any claim to enforce a Call-Off Contract made by the Buyer on behalf of a Cluster Member and to any claim to enforce a Call-Off Contract made by a Cluster Member acting on its own behalf.

- 3.7 Notwithstanding that Cluster Members shall each receive the same Services from the Supplier the following adjustments will apply in relation to how the Call-Off Contract will operate in relation to the Buyer and Cluster Members:
- 3.7.1 Services will be provided by the Supplier to each Cluster Member and Buyer separately;
 - 3.7.2 the Supplier's obligation in regards to reporting will be owed to each Cluster Member and Buyer separately;
 - 3.7.3 the Buyer and Cluster Members shall be entitled to separate invoices in respect of the provision of Deliverables;
 - 3.7.4 the separate invoices will correlate to the Deliverables provided to the respective Buyer and Cluster Members;
 - 3.7.5 the Charges to be paid for the Deliverables shall be calculated on a per Cluster Member and Buyer basis and each Cluster Member and the Buyer shall be responsible for paying their respective Charges;
 - 3.7.6 the Service Levels and corresponding Service Credits will be calculated in respect of each Cluster Member and Buyer, and they will be reported and deducted against Charges due by each respective Cluster Member and Buyer; and
 - 3.7.7 such further adjustments as the Buyer and each Cluster Member may notify to the Supplier from time to time.

Annex A: Cluster Members

The Deliverables shall also be provided for the benefit of the following Cluster Members:

Name of Cluster Member	Services to be provided	Duration	Special Terms
Rural Payments Agency (“RPA”)	As set out in Order Form	Call-Off Contract Period	Not Applicable
Environment Agency (“EA”)	As set out in Order Form	Call-Off Contract Period	Not Applicable
Animal and Plant Health Agency (“APHA”)	As set out in Order Form	Call-Off Contract Period	Not Applicable

Call-Off Schedule 14 (Service Levels)

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Call-Off Schedule 14 (Service Levels)**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;

- 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

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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;

“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:

(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;

unless otherwise stated in the Order Form during a Further Competition.

“Service Credits”

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

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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;

- 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;

depending upon whether Part A or Part B is selected by the Buyer

“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;

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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**"),

provided that the operation of this paragraph 4 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.

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Model Version: v3.0 – Vodafone Direct Award Version

Call-Off Schedule 14 (Service Levels)

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PART A: Short Form Service Levels and Service Credits

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Model Version: v3.0 – Vodafone Direct Award Version

Call-Off Schedule 14 (Service Levels)

Call-Off Ref:

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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

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- 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.
- 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 (A) 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.

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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.

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

Service Maintenance Level	Agreed Service Time
Level 1	Monday – Friday (excluding Bank Holidays) 08:00-18:00
Level 2	Monday – Saturday (excluding Bank Holidays) 08:00-18:00
Level 3	Monday – Sunday (including Bank Holidays) 07:00-21:00
Level 4	Monday – Sunday (including Bank Holidays); 00:00-23:59 (24 hours per day, 7 days per week)

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
----------------	-----------------------------------

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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 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.

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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
Level 2	End of next Working Day	5 Working Days	1 Month
Level 3	Incident reported by 13:00, resolved same day; reported after 13:00, resolved by 13:00 next Working Day	End of next Working Day	15 Working Days
Level 4	6 hours	End of next Working Day	10 Working Days

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).

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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.

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.

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- 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;

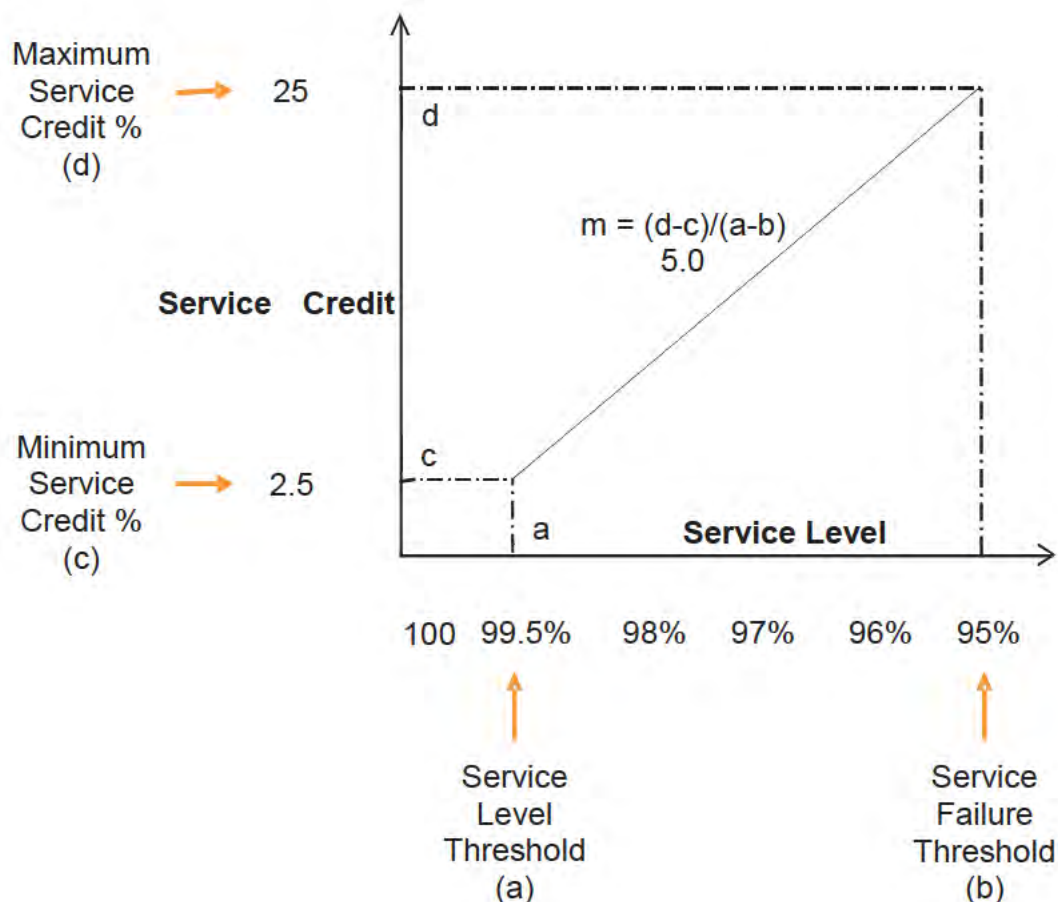
m is a coefficient defined for the services, which is calculated from the Formula $m = (d - c) / (a - b)$, that is the slope of the straight line;

- 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:

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

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therefore the Service Credit calculation is:

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

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
2	1.3	95%	80%	5%	25%
3	2.86	97%	90%	5%	25%
4	5	99%	95%	5%	25%

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%

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3. Quality**3.1 Service Desk:**

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

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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:
 - (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.

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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 1.2 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 1.2 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

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Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall (unless otherwise agreed):

- 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.

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PART C ANNEX 1: ADDITIONAL PERFORMANCE MONITORING REQUIREMENTS

Not used.

Call-Off Schedule 20 (Specification)

Call-Off Ref:

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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

Annex 1 of this Call-Off Schedule 20 specifies the Buyer's Statement of Requirements.

Annex 2 specifies the Services that the Supplier will deliver to the Buyer.

In the event of any conflict between Annex 1 and Annex 2, Annex 2 will take precedence over Annex1.

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ANNEX 1: STATEMENT OF REQUIREMENTS

Call-Off Schedule 20 (Specification)

Call-Off Ref:

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1. INTRODUCTION

1.1 The Buyer requires a Cloud based Contact Centre as a Service system, provided as a managed service to all current STORM users within the Department for Environment, Food and Rural Affairs (“DEFRA”), Rural Payments Agency (“RPA”) and Environment Agency (“EA”) organisations and including other DEFRA arm’s length bodies. The system must be segmented into the same usage domains as the current EA and RPA instances, but with the option to extend the use of the system to new teams or departments over the duration of the Contract. The system must be accessible from all of the Buyers office locations and over Virtual Private Networks (VPNs). The system must fully integrate into the Buyer’s unified communications infrastructure.

2. NON-FUNCTIONAL REQUIREMENTS

2.1 Architecture/Business Continuity

2.1.1 The system will be capable of surviving the loss of any single critical component so that continuity is maintained.

2.1.2 The carrier network connections from the hosted provider to the contact centres and the Buyer’s corporate offices must be over a deterministic network that can ensure call quality. The system must use G.711 codec or equivalent industry standard.

2.2 System Maintenance, Upgrades, and Diagnostics

2.2.1 The service must be provided so that routine maintenance procedures, troubleshooting, loading hardware and, software revisions, applying software patches, carrying out data backups, carrying out configuration backups, executing data restore

Call-Off Schedule 20 (Specification)

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operations, changing communications configurations, changing firewall configurations and any other activities that potentially create a denial of service to the end users, must be performed without disrupting the Buyer's service.

- 2.2.2 When the system detects a fault, an incident notification must be provided to the Buyer *where this affects the service*.

2.3 Systems Management/Administration

- 2.3.1 An access method is required so that trained Buyer personnel can perform standard system software-based configuration changes.
- 2.3.2 Buyer system administrators must be able to "build" and modify station programming, routing rules, user groups, Interactive Voice Recording ("IVR") prompts and routing, and other system features, and to print reports concerning such database information.
- 2.3.3 Buyer system administrators must be able to manage adds, moves and changes to agents as required same day, and at no additional cost.
- 2.3.4 The system must be capable of providing multiple administrative levels, based on user profiles, to all services.
- 2.3.5 Administration access can be allocated as required.
- 2.3.6 The system shall be easily accessible and easy to query, modify, and manage using any browser that is currently supported for use within the pan-DEFRA organisations. If any particular browsers become unsupportable within the technologies that the

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system deploys, then the Supplier will highlight to the Buyer, their removal of support for those browsers, giving the Buyer at least 4 months' notice so that alternative browsers can be selected, tested and deployed.

2.3.7 Pre-programming of tasks that can be scheduled to execute later (typically during off-hours) must be supported.

2.3.8 The Buyer must be able to record own IVR voice messages and apply these at no additional cost.

2.4 Security

2.4.1 The Supplier shall, and shall procure that:

its Key Subcontractor and any of its subcontractors who provide the Deliverables (or any part of them) shall, provide the Deliverables under the Contract in accordance and compliance with the following Government security frameworks and policies; and any Supplier system which holds any protectively marked Government data will comply with the following:

- the principles in the Security Policy Framework: <https://www.gov.uk/government/publications/security-policy-framework> and the Government Security Classification Policy: <https://www.gov.uk/government/publications/government-security-classifications>
- guidance issued by the Centre for Protection of National Infrastructure on Risk Management: <https://www.cpni.gov.uk/content/adopt-risk-management-approach> and

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Protection of Sensitive Information and Assets:

<https://www.cpni.gov.uk/protection-sensitive-information-and-assets>

- the National Cyber Security Centre's (NCSC) information risk management guidance:
<https://www.ncsc.gov.uk/collection/risk-management-collection>
- government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint:
<https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>

2.4.2 The Supplier shall, and shall procure that its Key Subcontractor shall, provide the Deliverables under the Contract in accordance and compliance with the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance:
<https://www.ncsc.gov.uk/collection/cloud-security/implementing-the-cloud-security-principles>.

2.4.3 The Supplier shall, and shall procure that its Key Subcontractor and any of its subcontractors who provide the Deliverables (or any part of them) shall, be certified as compliant with ISO/IEC 27991:2013 and maintain such certification throughout the Call-Off Contract Period. Evidence of such certification and statements of applicability shall be provided to the Buyer on request.

2.4.4 The Supplier shall, and shall procure that its Key Subcontractor

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shall, be certified as compliant with Cyber Essentials Plus and shall maintain such certification of compliance throughout the Call-Off Contract Period. Evidence of such certification shall be provided to the Buyer upon request.

2.4.5 The Supplier or its Key Subcontractor shall complete security tests (**“Security Tests”**) from time to time (and at least annually) to validate the security of the system. Such Security Tests shall be designed and implemented so as to minimise the impact on the delivery of the Deliverables. The Supplier or its Key Subcontractor shall provide the Buyer with the results of such security tests upon request. Where any Security Test carried out reveals any actual or potential Breach of Security or weaknesses (including unpatched vulnerabilities) the Supplier or its Key Subcontractor, as applicable, shall correct such weaknesses as soon as is reasonably possible.

2.4.6 For the purposes of paragraph 2.4.5 above, the following definitions apply:

i) **“Security Tests”** means those security tests required for the Supplier’s Key Subcontractor to deliver a **“Storm External Infrastructure Security Assessment”** from time to time (at least annually); ii) **“Storm External Infrastructure Security Assessment”** means the security report that shall be delivered by the Supplier or its Key Subcontractor from time to time (and at least annually). The format and content of such report shall be in accordance with the “Storm External Infrastructure Security Assessment v1.0” by Redwood Technologies Limited dated November 2020.

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2.5 IP Virtual Desktop Requirements

2.5.1 The new system architecture must support a blended desktop environment as follows:

- i) An agent software tool should be provided for the advisor with the ability to see agent extension status, and allow for full PC-based control of the functions such as answer, transfer, hold, etc.
- ii) The service should support all VOIP handsets, mobile phones, Cisco Jabber and MS Teams as a standard offering.
- iii) The call control client should be browser-based.

2.6 Service Management and Operations

2.6.1 The Supplier must adhere to the ITIL framework for delivering IT services.

2.6.2 The Supplier must provide a single point of contact service desk that shall be capable of handling and resolving incidents, queries and requests from the Buyer or its representatives within an agreed period and that shall be operational during minimum service hours, all as set out in Call-Off Schedule 14 (Service Levels).

2.6.3 The system must meet the minimum availability service level specified in Call-Off Schedule 14 (Service Levels).

2.6.4 The Supplier must ensure that the agreed service levels are met and provide a point of escalation and/or service credits should

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these not be achieved.

- 2.6.5 The Supplier must take ownership of all service failures or any other technical failures, which affects the overall delivery of the Services, regardless of which party in its supply chain is responsible, and ensure the allocation of appropriate resources to implement such remedial actions as are required in order to meet the Service Levels set out in Call-Off Schedule 14 (Service Levels).
- 2.6.6 The Supplier must provide written documentation to support the operational use of the system or service in the form of user guidance, reference material and work instructions. This may be online or in electronic format. The Supplier must maintain such documentation, updating as required for any subsequent system or service change.
- 2.6.7 The Supplier must attend monthly Service Review meetings.
- 2.6.8 The Supplier must provide monthly service reporting information at least five days before the scheduled Service Review meeting, to include:
 - i) Achievement of Service Levels (including any application of Service Credits);
 - ii) Number of minor and major degradations of service;
 - iii) Service recovery times;
 - iv) Service or system responsiveness;
 - v) Early warning of planned changes and maintenance windows;
 - vi) Post-incident reviews, root cause analysis lessons learned, and measures put in place to prevent such incidents occurring in the future;

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- vii) Planned service improvements;
- viii) Data integrity;
- ix) All incidents/problems should be included regardless of whether they are service affecting. Security incidents should be specifically highlighted.

2.6.9 The Supplier must operate effective configuration and strict change management processes to ensure that the impact of any changes is assessed in order to minimise risk of service disruption. Changes to the system must be coordinated with the Buyer.

2.6.10 The Buyer requires an Agreed Service Time of 24 hours per day, 7 days per week with an Availability Service Level of 99.99% and a Maximum Incident Resolution Time of 5 hours for a Severity 1 Incident and 1 Working Day for a Severity 2 Incident, thus the Parties acknowledge that the provisions of Service Maintenance Level 1 of Schedule 14 do not meet this requirement. Until such time as a variation to Schedule 14 necessary to reflect this requirement has been agreed in writing, the provisions of Service Maintenance Level 1 of Schedule 14 shall apply.

3. Contact Centre System Capabilities

3.1 Business and Technical Requirements

3.1.1 The system must provide advanced contact centre capabilities. The system will include, but not limited to, the following:

- i) Multimedia routing (voice, email, social media (Facebook, Twitter), web chat).
- ii) Agent and supervisor dashboard client.

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- iii) Real-time and historical reporting.
 - iv) IVR.
 - v) Call classification and customer intelligence/insights capability.
 - vi) Quality monitoring and recording.
 - vii) Workforce management.
 - viii) Call queue management facility.
 - ix) Interactive Voice Recording – Self Service capability.
 - x) Providing new Non-Geographic Numbers (“NGNs”) and access numbers as required.
- 3.1.2 The contact centre must be able to easily transfer calls to and from the standard telephony system users.
- 3.1.3 The system must support third-party software integration to enable application integration features such as screen pop from MS Dynamics CRM and Oracle e-Business Suite.
- 3.1.4 Agents must be able to log in from a remote location, with the same suite of tools that is available to on-site agents.
- 3.1.5 The system should, for potential future use, be able to provide outbound campaign management functionality, speech analytics and click to call integration with website.

3.2 Routing of Calls

- 3.2.1 The system must have flexible rules-based routing, easily customised by the Buyer.

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- 3.2.2 The system must be capable of skills-based routing.
- 3.2.3 Agents need to be able to service multiple queues, with a clear indication of queue status.
- 3.2.4 System must provide queuing with the ability for customised on-hold messages.
- 3.2.5 Calls must not be delivered to a logged-out agent.
- 3.2.6 Aux options (breaks, after call working etc.) must be configurable for automation, with ability to add bespoke categories.
- 3.2.7 Authorised users must have the ability to make changes “on the fly” to call routing schemes, including announcements, without requiring IT or Vendor involvement and without impacting current calls or core system functionality.
- 3.2.8 The system should have the functionality for call contact routing based on individually routing customers based on specific business criteria.

3.3 Agent Tools

- 3.3.1 The agent PC client must be customisable for the group where it is deployed.
- 3.3.2 The display must provide real-time individual and group statistics, queue status and threshold alerts.
- 3.3.3 Agents should be provided a drop-down window with descriptions rather than numeric codes for transaction or wrap-up codes.

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3.4 Supervisor Tools

- 3.4.1 The Supervisor PC client must provide real-time individual and group statistics, queue status and threshold alerts.
- 3.4.2 Supervisor views should incorporate data from multiple sources including the various modules and tools used to process and manage calls.
- 3.4.3 Supervisors must be able to react to events and re-allocate resources, including announcements, via the on-screen tool.
- 3.4.4 Announcements must be easy to change, allow for pre-recording of scripts and be administrable by authorised supervisors.
- 3.4.5 Supervisors must have the ability to create, edit, or delete agent accounts.
- 3.4.6 The system must have the ability to automatically log agents out under user defined conditions.

3.5 Reports

- 3.5.1 The Buyer expects the following reporting requirements to be delivered for the contact centre as a service system and the workforce management system
 - i) Reports must provide a real-time and historical view.
 - ii) Reports must be easy to customise by the Buyer.
 - iii) The system must provide the capability to print reports to any local or network-connected available printer and export or save the reports in a variety of file formats, as a minimum to CSV, HTML, Excel, Word and PDF formats.

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- iv) Real-time reports of calls offered/handled/abandoned and service level by queue must be able to be displayed in the contact centre (for example on plasma screens instead of wallboards).
- v) Reports must include agent reports, split skill, agent activity, call analysis (including call flow and call failure), unique calls, repeat calls, call handling times alarm response and daily logs as a minimum.
- vi) All reports should be able to be automated, with ability to run ad-hoc as required.
- vii) All reports that can be run ad-hoc should allow the Buyer to enter selection and filtering criteria so that the Buyer may receive a report that is specific to their need at the time of running, as a minimum, selection criteria should include by business area, date from, date to, dates between, Agent, agent team, split skill, call analysis (including call flow and call failure) unique calls, repeat calls, call alarm responses, daily logs, shifts and skills.

3.6 IVR Capabilities

- 3.6.1 A self-service IVR (via Dual-tone multi frequency ("DTMF" and speech) may be implemented as part of the Buyer's assisted digital capability.

3.7 Call Recording/Quality Monitoring

- 3.7.1 The system should be capable of both scheduled call recording for quality monitoring purposes.
- 3.7.2 The system should capture and store call recordings at the hosted equipment site.
- 3.7.3 The system must provide the ability to retrieve calls by user defined parameters such as by agent, for defined intervals, or by specific

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queues, etc.

- 3.7.4 The system should be capable of providing evaluation and coaching tools.
- 3.7.5 New recordings must be capable of being maintained for up to 6 years, retention periods to be agreed with each service recipient/business unit.
- 3.7.6 Must be able to switch off the functionality for Agents to listen to and download their own calls.
- 3.7.7 Recording must respect PCI rules and stop when necessary (i.e. credit card payments not recorded).

3.8 Workforce Management Capabilities

- 3.8.1 The Buyer has a requirement for forecasting and scheduling of contact centre staff. This must be available as an option to apply against all agents as required.
- 3.8.2 The system must interface with the proposed contact centre system to extract data required to build forecasts.
- 3.8.3 The system must provide forecasts annually, quarterly, monthly, daily, and at user configurable intervals.
- 3.8.4 The system must allow inclusion of customer-defined causal factors such as historical data, seasonal trends, etc.
- 3.8.5 The system must have the ability to create shift-based schedules.
- 3.8.6 The system must be able to create demand-based schedules (time assigned to fit workload) based on different intervals.
- 3.8.7 The system must include a real time adherence dashboard.

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- 3.8.8 Authorised employees must be able to adjust schedules based on real-time changes.
- 3.8.9 Buyer staff must be able to compare agent adherence to schedules (actual time vs. scheduled time).
- 3.8.10 The system should include the capability to alert when agents do not adhere to schedules.
- 3.8.11 The system should provide agent scorecards to measure performance against metrics and ensure quality.
- 3.8.12 The system must be able to import existing trend data from existing Buyer systems.
- 3.8.13 The system must be able to export data to existing Buyer systems for further manipulation as a minimum to CSV and Excel formats.
- 3.8.14 The system should provide a means of requesting and approving annual leave, both automatically and manually.
- 3.8.15 Data-sources for the Workforce Management System must always be maintained by the Supplier and any updates to its configuration must be managed effectively by the Supplier and any of their supply chain.

3.9 Call Queue Management Capabilities

- 3.9.1 The Buyer has a requirement for managing call queue wait times and automated call back options.
- 3.9.2 The system must be configurable to different queue waiting times on an NGN and Vector Directory Number ("VDN") basis by the administrator.
- 3.9.3 The service must be able to be turned on and off as required by administrator.

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- 3.9.4 The system must be able to hold a minimum capacity of 300 saved calls, with ability to flex up from this as required.
- 3.9.5 The system should provide a call-back service for the Buyer's customer base.
- 3.9.6 The system should allow call-backs to queue for configurable amounts of time (indefinitely if the Buyer should wish).
- 3.9.7 If call-backs fail to be delivered from the system to the Buyer, the Supplier should ensure that reports are made available to the Buyer to allow manual call-backs to be undertaken.

3.10 Natural Language Processing and Dynamics Integration

- 3.10.1 The system must be able to integrate with off the shelf Microsoft CRM dynamics 2013 package and must maintain that integration as Microsoft update and upgrade their Dynamics CRM products.
- 3.10.2 The system must be able to pop up a display of standard field based on the incoming Calling Line Identification ("CLI") of a customer.
- 3.10.3 The system must have the ability to auto launch the CRM user interface in the context of the contact record, when the incoming call is accepted by the agent.
- 3.10.4 The system must have the ability to auto search for a contact related to the incoming calls where a number is recognised after an agent has accepted the call.
- 3.10.5 There must be the ability to make an outbound call to the customer through the CRM user interface (click-to-call).
- 3.10.6 There must be the ability to pick up an incoming call through the pop-up CRM user interface.

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- 3.10.7 The Supplier must ensure that the system is adaptable should the Buyer change its CRM interface.

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ANNEX 2: SERVICE OFFER



RM3808 Network Services 2

Lot 13 – Contact Centre Services

Vodafone **storm**® Communications Integration™

Public Sector

Service Offer Reference No: RM3808-Lot13-Vodafone Ltd -SO#008

Lot(s): 13

Effective Date: 27/01/2021

Expiry Date: 28/02/2021

Contents

1. Service Overview and Why Vodafone?
2. Conditions on Buyer
3. Outline Implementation Plan
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7. Mandatory Schedules
8. Service Description and Price Card
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10. Data Protection
11. Definitions

Annex 1 – Inbound Call Charges

Annex 2 – Outbound Call Charges



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Lot 13 – Contact Centre Services

Vodafone **storm**® Communications Integration

Public Sector

1. The Service – Overview and why Vodafone

- 1.1 Vodafone **storm**® Communications Integration™ is a cloud platform solution with the capability to provide an integrated IP contact centre service and unified communication service (the “Service”). It gives the ability to respond to an incoming contact and route the contact to a predefined destination and make outbound contacts.

2. Conditions on the Buyer

- 2.1 In the event of a conflict between the terms and conditions included within this Service Offer and the terms and conditions of the RM3808 Framework Contract or Call-Off Contract, then the terms and conditions of the Framework Contract or Call-Off Contract shall take precedence.

- 2.2 This Service Offer is available to Buyers that meet and agree to the following criteria:

2.3 General Conditions on the Buyer

- (a) At the start of the initial term the Buyer must have a minimum of 577 Concurrent Voice licences.
- (b) In accordance with Joint Schedule 7 (Financial Difficulties) paragraph 2.2, Joint Schedule 7 (Financial Difficulties) shall not apply to any Call-Off Contract entered into incorporating this Service Offer.
- (c) **Authorised Users:** Access by Buyer to the Services and Equipment is limited to authorised Users. If Vodafone provides each authorised User with User Details, Buyer is responsible for: (a) the security of the User Details; and (b) providing Vodafone with the identity of the authorised Users and keeping that information current. Vodafone accepts no liability for any unauthorised or improper use or disclosure of any User Details. Buyer is liable for all acts and omissions conducted using the User Details up until the time that it informs Vodafone that they are being used without authority or may be compromised.
- (d) **Additional Service Recipient:** If Buyer wishes to add Additional Service Recipients, then Buyer shall: (a) provide the full corporate details of the Additional Service Recipient; (b) seek approval in writing from Vodafone; (c) inform the Additional Service Recipient of the contractual arrangements; and (d) agree to pay such additional charges as Vodafone may reasonably request in relation to the approval of such requests.
- (e) Save as expressly permitted under the Agreement, Buyer shall not resell, distribute, provide or sub-licence the Services or Equipment (except Buyer Equipment) to any third party.
- (f) Buyer shall take appropriate measures to back up data and otherwise protect against loss of data under the Agreement.
- (g) **Terms of use:** Buyer shall not (a) make unauthorised modifications to the Services (b) use the Services as a means to establish permanent servers, relay connections or interconnection services or any similar commercial activities, (c) do anything that causes the Network to be impaired; (d) use automated means to make calls, texts or send data (including via a GSM Gateway), unless expressly authorised in the Agreement or (e) use the Services in a way that may reasonably be considered to be a nuisance, defamatory, offensive, abusive, obscene or in violation of any person's rights or is illegal, fraudulent or contrary to good faith commercial practice to Vodafone's detriment. Buyer shall comply with the AUP in using the Services. Buyer shall notify Vodafone immediately of any breach of security or unauthorised use of the Services.
- (h) **Service Monitoring:** Buyer gives express consent for Vodafone to monitor Buyer's use of the Service (and disclose and otherwise use the information obtained) only to: (a) the extent allowed by applicable Law; (b) comply with applicable Law; (c) protect the Network from misuse; (d) protect the integrity of the public internet and/or Vodafone's systems and Networks; (e) the extent necessary to determine if Buyer has breached any conditions or restrictions on use of the Service; (f) provide the Service; and/or (g) take other actions agreed or requested by Buyer.



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- (i) **Security:** Buyer shall take reasonable steps in line with commercial good practice with entities it controls to limit misuse of or threat to the Service or Network; and address any misuse or threat identified by Vodafone through the implementation of appropriate security or user controls. Buyer must seek prior approval from Vodafone before running any security tests, vulnerability scans or penetration tests on Vodafone Equipment or Services.
- (j) Buyer acknowledges that Buyer Equipment not authorised for use on the Network or any unauthorised attempt to repair or tamper with the Equipment may result in an impaired User experience and/or invalidate the manufacturer's warranty.
- (k) Buyer must maintain, install, update or follow Vodafone's reasonable recommendations regarding Equipment maintenance or upgrades.
- (l) Equipment that is (i) out of manufacturer's warranty; or (ii) End Of Life is used at the Buyer's risk unless expressly agreed otherwise by Vodafone.
- (m) Buyer shall:
 - (i) appropriately configure its equipment to enable consumption of the Service.
 - (ii) maintain Buyers Equipment.
 - (iii) provide details to facilitate the delivery, provisioning and billing of the Services requested by Vodafone at the time of ordering.
 - (iv) Secure and keep in place, or assist Vodafone to obtain (at the Buyer's cost), all relevant third party consents and approvals necessary for the purposes of providing, and preparing for the provision of, the Service. Such consents and approvals include obtaining any necessary wayleave on Vodafone's standard terms.
- (n) This Service Offer is subject to survey. In the event the Site Survey output results in a 10% price increase from the Call-Off Contract then the Buyer has the right to cancel in accordance with the RM3808 Framework.
- (o) The Charges in the table in section 8 – Service Description and Price card are based on a minimum number of Concurrent Voice licences (577) but the charges are variable and the Buyer shall be entitled to increase the number of licences at any time. The charges to be paid will then increase accordingly.

2.4 Fixed Services Conditions on the Buyer

- (a) **Service Commencement Date:** Buyer shall notify Vodafone within 5 Working Days of the Service Commencement Date if the Services do not conform to the standard testing criteria and provide sufficient supporting details. Upon receipt of notification, Vodafone shall take reasonable action to meet the standard testing criteria.
- (b) **Vodafone-Owned Equipment:** The following will apply where Vodafone provides Fixed Equipment for Buyer's use with a Service:
 - (i) **Title:** Title to the Fixed Equipment at all times belongs to Vodafone, its suppliers or subcontractors (subject only to any rights which may be granted to Buyer in respect of Vodafone Software as set out in this Service Offer).

Buyer Obligations: Buyer agrees to:

- (ii) provide secure storage for Fixed Equipment that is sent to Buyer Sites prior to installation;
- (iii) use the Fixed Equipment only for the purpose of using the Services, in accordance with Vodafone's instructions and applicable Law;
- (iv) allow only Vodafone's authorised representatives to add to, move, modify, inspect, test or alter the Fixed Equipment (either on Buyer Site or remotely);
- (v) adequately insure for, and notify Vodafone immediately of, loss, breach or suspected breach or damage to the Fixed Equipment;



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- (vi) only connect the Fixed Equipment to the Network using a network termination point that has been approved in advance by Vodafone;
- (vii) provide Vodafone with adequate power supply, connection, and space for the operation of the Fixed Equipment at Buyer Sites and in the case of BPE, patch cords and cabling and provide Vodafone 10 Working Days' notice of any known disruptive event (such as power disconnection); and additionally, specifically in relation to BPE:
 - appoint a local security representative to ensure the physical security of the BPE who will grant access by approved authorised personnel only and conduct routine physical checks, including ensuring tamper evident labels remain intact; and
 - ensure that the physical environment in which the BPE is housed is appropriate for the protective marking of the data being transmitted through such Fixed Equipment. In particular (i) BPE must be located in a communications room or other isolated area that is suitable to limit the occurrence of accidental or malicious damage to the BPE; and (ii) if the BPE is located in a shared environment, then it must be kept in a dedicated locked cabinet or rack. If that is not possible, robust access control mechanisms must be implemented by Buyer, with access only available with prior approval from Buyer's local security representative.
- (c) **Buyer Equipment:** Where Buyer provides Buyer Equipment for use with a Service Buyer shall (and Buyer acknowledges that failure to do so will excuse Vodafone from liability for failure to deliver the Service):
 - (i) install and configure the Buyer Equipment at the Buyer Sites by the date necessary to allow Vodafone to perform its obligations;
 - (ii) maintain the Buyer Equipment including prompt installation of security patches and updates;
 - (iii) promptly after the Service terminates, give Vodafone access to and reasonable help with disconnecting Buyer Equipment from the Service; and
 - (iv) warrant and undertake that Buyer has full authority to permit Vodafone to perform the Services using the Buyer Equipment
- (d) **Equipment Indemnity:** Buyer shall indemnify Vodafone against:
 - (i) any loss of or damage to any Vodafone equipment on a Buyer Site caused by any negligent act or omission or wilful misconduct of Buyer, its employees, agents or subcontractors.
 - (ii) any and all liability and costs which Vodafone suffers if Buyer breaches Buyer obligation above.
- (e) **Buyer Sites:** For the purposes of preparing for and delivery of the Services, Buyer shall:
 - (i) carry out, or permit Vodafone or its subcontractors to conduct, a Site Survey;
 - (ii) prepare the Buyer Site for the Services in accordance with Vodafone's instructions;
 - (iii) allow and/or have in place (or assist Vodafone to do so at Buyer's cost) all third party consents necessary to allow Vodafone or its subcontractors and agents (and obtain consents from third parties to allow) to:
 - access the Buyer Sites, and any Buyer Equipment, Fixed Equipment or Equipment, and third party property located there, as Vodafone reasonably requires to perform its obligations under the Agreement (including for the purposes of installing and uninstalling Equipment (whether in the Buyer Sites or outside) and providing and preparing for the provision of, the Services) and including access outside Working Hours; and
 - ensure that Buyer Sites are safe and have a suitable working environment.



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(f) **Emergency Services:**

- (i) **General:** In the event of a power cut or failure affecting Buyer's fixed line and/or broadband Service, Buyer may not be able to make calls including calls to emergency services.
- (ii) **Buyer obligations:** Buyer shall:
 - provide Vodafone with complete and accurate Buyer Site address information; and
 - give Vodafone at least 30 days' written notice of any change to the location of any Fixed Equipment and to any change to the relevant Buyer Site address information
 - Buyer acknowledges that any failure to provide the information required may render emergency services unable to identify User's location.
- (iii) **Calls using the internet:** Additionally, where a Service places calls using the internet, Buyer shall:
 - make Users accessing the Service via a soft client aware that Vodafone may be unable to automatically determine their location if they make an emergency services call using the Services; and
 - ensure that such Users provide their location details in the event that they make an emergency services call using the Services. In the event of a power failure, the emergency call placed will be routed over the Network and not through the Service.

2.5 Mobility Services Conditions on the Buyer

- (a) **Security of communications:** Vodafone shall exercise reasonable efforts to ensure the security of Buyer's and Users' communications. However, for reasons beyond Vodafone's control, it does not promise or guarantee that communications will be completely secure.
- (b) **Network interruptions:** Buyer acknowledges that, due to the nature of mobile technology, it is impossible to provide a fault-free Service and the Network does not have guaranteed uninterrupted service availability. For example, the Services may be affected by local terrain (e.g., trees, hills and buildings), weather, electromagnetic interference, arrangement of and number of users accessing a base station, and compatibility and availability of any equipment, systems and third-party services used by Buyer.
- (c) **Network coverage:** Buyer acknowledges it is their responsibility to request an estimate of the signal strength the Buyer may experience when in the UK. Please speak to Buyer's Vodafone account manager (where applicable), or email frameworks_team@vodafone.com.
- (d) **Network Sunset:** Buyer hereby acknowledges and accepts that (i) certain Network technologies used to provide the Service on Vodafone Equipment or Buyer Equipment may retire prior to the expiry of the contract; (ii) current Networks may be replaced by further advanced Network technologies during the term of the contract. As a result, Buyer agrees that maintaining compatibility of its devices with the available Networks from time to time shall be its responsibility.
- (e) **Emergency Services:** Buyer may use the Services to contact the emergency services provided Buyer is in range of a base station forming part of Vodafone's Network. If Buyer is not within range of one of Vodafone's base stations, or if Vodafone's base station is not transmitting for any reason, the Equipment may try to use another mobile network to connect Buyer's call to the emergency services. Depending on the Equipment Buyer uses, Users approximate location (using Network, global positioning satellite network information and Wi-Fi data) may be provided to the emergency services via functionality built into the Equipment.



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(f) **General Sim Terms**

- (i) **Authorised Use:** Buyer shall only use the SIMs to access the Network and receive the benefit of the Services. Buyer shall use reasonable endeavours to ensure that SIMs are only used with Buyer's authorisation and shall inform Vodafone as soon as is reasonably practicable after Buyer becomes aware that a SIM is lost, stolen or damaged. Buyer will be liable for any loss or damage suffered by Buyer as a result of unauthorised use of SIMs (including due to loss or theft) up to the time that Buyer has notified Vodafone that such SIM is being used without Buyer's authorisation.
- (ii) **Dynamic Updates:** Buyer accepts that where a User does not accept an update or upgrade to the SIM sent by Vodafone, Vodafone may suspend or deactivate their SIM.
- (iii) **Title:** Vodafone shall retain title to SIMs at all times, however Vodafone grants Buyer a licence to use the SIMs (including any software they contain) to the extent necessary to use the Services. Buyer may disconnect SIMs by providing Vodafone 30 days' notice.

(g) **Vodafone Wi-Fi Calling Requirements**

- (i) To use Wi-Fi Calling, Buyer must have:
 - a compatible price plan;
 - a compatible mobile device; and
 - good access to a wireless internet connection.
- (ii) **Allowances:** Voice calls made with Wi-Fi Calling will use Buyer's usual UK plan allowances. If Buyer exceeds its UK allowances, voice calls over Wi-Fi will be charged at standard UK call rates detailed in this Service Offer.
- (iii) **Data Usage:** Voice calls over Wi-Fi use a wireless internet connection, so in addition to the standard call charges above, each User will also use data of the wireless network they are connected to. Vodafone shall not be liable for any data charges incurred for this usage.
- (iv) **Deactivation:** Each User can deactivate the Wi-Fi Calling option under Settings on their mobile device. If Buyer wishes to remove Wi-Fi Calling across Buyer's entire account or any number of devices on Buyer's account, Buyer shall notify Vodafone.
- (v) **Call Quality:** Vodafone cannot guarantee specific levels of performance and the call quality will depend on the number of other devices connected to the wireless internet connection. Buyer acknowledges that calls made over Wi-Fi will be disconnected if the Wi-Fi signal is no longer available and the User will have to redial to continue with the call through Vodafone's mobile network (this includes calls made to emergency services).
- (vi) **Network Dependency:** Vodafone's ability to provide Wi-Fi Calling is dependent upon the Wi-Fi network accessed by Buyer, as well as the general availability of the public telecommunications network. Buyer acknowledges that there are factors outside of Vodafone's control which will limit Vodafone's ability to provide Wi-Fi Calling.
- (vii) **Emergency Services:** Buyer acknowledges that if a User makes a 999 call when using Wi-Fi Calling, the device will attempt to make that call using a normal mobile network. If there is no mobile network available, the call will be routed over Wi-Fi and the emergency services will not be able to identify the User's location automatically.



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- (h) **Enterprise Spend Manager:** New or renewing Buyers on eligible plans will have the option to set and manage a monthly usage limit to control out-of-plan Charges on each Connection. This limit will apply to Charges and Services (for example, any calls, messaging, data usage, picture messages, app purchases and roaming in certain countries) that aren't included in Buyers plan. Buyer must inform Vodafone when requested what the monthly usage limit should be.
- (i) **Price Plans**
 - (i) Voice and Data Price Plans: Data price plans are not designed for use in voice-enabled Equipment. Any voice usage on a Data price plan shall be charged at the rate detailed in this Service Offer.
 - (ii) Data and Email Price Plans: The following terms apply to the Data and Email price plans in the Call-Off Contract:
 - (iii) All Data limits include both downloaded and uploaded Data.
 - (iv) If Buyer takes a price plan with Fair Usage, and a Connection exceeds the Fair Usage limit in any month, Vodafone shall notify Buyer to change that Connection's usage to come within the Fair Usage limit. If the Connection's usage still exceeds the Fair Usage limit after 30 days from notification, or more than 45% of the total Connections on the Data price plan exceeds the Fair Usage at any time, Vodafone may charge Buyer its Standard List Price for the excess usage.
 - (v) Vodafone measures Data usage in kilobyte (KB) and offers Data in megabyte (MB or 1024KB) and gigabyte (GB, 1024 MBs) units.
 - (vi) Buyer's inclusive Data allowance and additional Data services will define the amount of data Buyer can use without an additional charge.
 - (vii) Vodafone calculates Buyer's Data usage based on the amount of Data that travels over the Network, which may differ from the Data Buyer's device consumes. Buyer's Data usage may include Data packages which are resent over the Network, for example if Buyer's Connection drops off or if a webpage is refreshed. Certain Data services (websites and other packets) may be usage free and will not be taken from Buyer's data allowance, whilst others can consume Buyer's data allowance.
 - (viii) Vodafone measures Data usage the same way over networks including but not limited to 2G, 3G, 4G.

2.6 Storm Communication Integration Conditions on the Buyer

- (a) The Service sits on a communications infrastructure and must be delivered in conjunction with Vodafone IPVPN, Vodafone's IPVPN Service Offer can be found under RM3808 Lot 1
- (b) The Service Offer is based within a Cloud Platform and is therefore scalable to Buyer needs. Buyers is required to purchase a minimum of 20 agents at the start date of the Call-Off Contract.
- (c) Emergency Services: Buyer shall:
 - (i) Give Vodafone at least 10 days' notice of any change to the location of any such Handset and to any change to the relevant Buyer Site address information;
 - (ii) where using the Services via a soft client answer questions from the emergency services operator to enable their location to be identified when making a call to the UK emergency services.
- (d) Vodafone will allocate local geographic telephone numbers to Buyer Site address information provided by Buyer. Vodafone will store the geographic telephone numbers in the Handsets located at each of those Buyer Sites. Vodafone will then pass this information to the emergency services operator to enable them to determine the location of the caller in the event that an emergency services call is made from a Buyer Site using one of those Handsets. If Buyer does not provide Vodafone with accurate and up to date Buyer Site address and Handset information then this may result in the emergency services being despatched to the wrong location with potentially serious consequences.



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- (e) Vodafone has no obligation to Buyer in connection with
 - (i) security tests conducted by Buyer or third parties including but not limited to government security accreditation, security penetration tests, security audits against industry standards such as ISO 27001 or payment card industry (“PCI”) requirements;
 - (ii) internet access that is not directly supplied by Vodafone.
 - (iii) Security or user controls on Vodafone or Buyer Equipment.
- (f) In order for Vodafone to be able to provide the Services to Buyer, Buyer will have to comply with certain obligations which include:
 - (i) Complying with the WAN and LAN guidelines and checklist as outlined in the document contained at Annex 2. This sets out the necessary connectivity and bandwidth to enable Buyer to use the Services as well as the necessary power, environmental conditions and security measures at Buyer Sites to enable the Services to be provided to Buyer in accordance with this Service Offer.
 - (ii) prior to reporting a suspected Incident to Vodafone, using all reasonable endeavours to ensure that the Incident has not arisen as a result of any matter that is not Vodafone’s responsibility.
- (g) **Equipment:** Vodafone may provide Equipment in conjunction with the Service in which case the following provisions apply:
 - (i) **Handsets** – Buyer can either purchase handsets from Vodafone, or use Buyer handsets in accordance with the following:
 - Vodafone Handset:
 - purchase from Vodafone, Vodafone Handsets as set out in the Commercial Terms and/or Order, and
 - only use the Vodafone Handset in accordance with the instruction manual provided with the Vodafone Handset.
 - Buyer Handset:-
 - only use Buyer Handsets approved by Vodafone and as detailed in the Vodafone PBX approved device list, which is available on request.
 - (ii) Warranty for Vodafone Handsets – Where a Vodafone Handset has been returned to Vodafone, Vodafone will determine if the Vodafone Handset is faulty and covered by the warranty, or if the handset is faulty as a result of damage caused by the Buyer.
 - If the fault is caused by the Buyer, the Buyer will be charged for the replacement Vodafone Handset.
 - If Vodafone confirms the fault is covered by the warranty, Vodafone shall repair the Vodafone Handset where possible, or replace it with the same or equivalent model with a similar specification.
 - (iii) Outside of the warranty period, if Buyer reports a fault with a Vodafone Handset which cannot be resolved by Vodafone, then Buyer shall keep the Vodafone Handset and order and pay for a replacement Vodafone Handset.
 - (iv) Any replacement Vodafone Handset shall only have the benefit of the unexpired term of the warranty period applicable to the original Vodafone Handset.
 - (v) Buyer will be responsible for all costs associated with the collection, and return of the Vodafone Handset, both during and outside of the warranty period.



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(h) General Equipment Terms

- (i) **Delivery of Equipment and Risk:** Risk in the Equipment and SIMs passes to the Buyer upon delivery. Vodafone will deliver to the agreed delivery address. Buyer must notify Vodafone within 5 Working Days of delivery of any Equipment or SIMs which were damaged upon delivery and provide written details. If any Equipment or SIMs are not delivered within 10 Working Days of the relevant delivery date, Buyer must notify Vodafone as soon as possible.
- (ii) **Title:** Where Buyer has purchased Equipment from Vodafone, title to the Equipment (excluding title to any Vodafone Software) shall only pass to the Buyer:
 - where delivered in the UK, on receipt of payment in full. This includes credit against payment using Subsidy; or
- (iii) **Unauthorised Equipment or Repairs:** Buyer acknowledges that Buyer Equipment not authorised for use on the Network or any unauthorised attempt to repair or tamper with the Equipment may result in an impaired User experience and/or invalidate the manufacturer's warranty.
 - Faulty Equipment and returns:
 - If Equipment becomes faulty within 14 calendar days of delivery, Buyer may return the Equipment to Vodafone for replacement in accordance with Vodafone's instructions.
- (iv) Following the initial 14 calendar days from date of delivery, if Equipment becomes faulty within the manufacturer's warranty period due to an inherent defect in the Equipment:
 - where Equipment is covered by the Recovery Policy (available on request), Buyer may return the Equipment to Vodafone (at Vodafone's cost) and Vodafone shall repair or replace the Equipment in accordance with the Recovery Policy; or
 - Buyer may notify the manufacturer directly and the manufacturer shall either repair or replace the Equipment (at its sole discretion) in accordance with its warranty. Out-of-warranty repairs may also be available.



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3. Outline Implementation Plan

3.1 Vodafone provides you with a comprehensive service, moving you from the Service Commencement Date per the Call-Off Contract to your first bill. Vodafone's outline Implementation Plan is detailed below, and this will be updated to become the draft Implementation Plan once the Order Form has been received by Vodafone:

3.2 Mobilisation

- (a) Buyer Solution Design completed prior to Call-Off Contract
- (b) Create billing account and Buyer rate cards from the Call-Off Contract
- (c) Process Order forms for locations and devices
- (d) Mobilise solution implementation and project management team

3.3 Delivery (Professional Services)

- (a) Affirm project delivery plan, stages and timelines
- (b) Complete the low level design, build
- (c) Complete system and user acceptance testing as per the agreed plan
- (d) Transition services into live operations
- (e) Complete training as required / requested

3.4 Management

- (a) Support services in life for Incidents and changes
- (b) Service Management
- (c) Billing service

4. Exit Management Plan

4.1 Whether the Buyer would like to cease or move their services to a new provider entirely, as part of Vodafone's exit activities, the parties will do the following:

- (a) The Buyer will notify Vodafone of its plan to cease or migrate away from any service within the minimum termination period agreed within the call off-contract.
- (b) Vodafone will extract a contract end date report which will detail the current account set up and any applicable termination fees, as set out in Special Term 6 of the Core Terms, that will apply to the Buyers final invoice.
- (c) Upon formal request from the Buyer, Vodafone, where applicable, will generate relevant authorisation/decommissioning codes within the regulatory time period.
- (d) The Buyer will manage their relationship and migration plan with their new supplier and, if applicable, share any relevant data provided by Vodafone to their new supplier.

5. Service Level Agreement

5.1 For the purposes of this Service Offer:

- (a) The provisions of this Service Level Agreement are compliant with and supplementary to Service Maintenance Level 1 as set out in Schedule 14 of the Call-Off Terms.
- (b) The following Incident Management, Change Management and Problem Management service level targets, are provided to offer an elevated set of "Targets" that Vodafone will look to achieve in respect of the delivery of the service.

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Table 1 Incident Management

Incident Management Service Level Detail* (Service levels vary for the Workforce Management element of the service - see Table 4 – Workforce Management (WFM) Service level targets);

Service Level Target (SLA)	95% service restored within SLA	95 % Service restored within SLA	90% issue resolved within SLA	90 % issue resolved within SLA
Service Affecting Incident Level	Severity 1/	Severity 2	Severity 3	Severity 4
	Priority	Priority	Priority	Priority
	Critical	Major	Significant	Minor
Incident resolution Service Level Target	Full service restored within 4 hrs (24 x 7)	Full service restored within 8 hrs (24 x 7)	Full service restored within 2 calendar days	Full service restored within 10 calendar days
Incident resolution Service Level Target if Software Update is required to resolve	As Above 4 hrs (24 x 7) from ticket being raised	As Above 8 hrs (24 x 7) from ticket being raised	Software Updates required to resolve will be deployed within 20 Calendar Days from ticket being opened	Software Updates required to resolve will be deployed within 20 Calendar Days from ticket being opened
Incident response time	15 mins	30 mins	4 hours	1 day
Updates provided	Every hour	Every Hour	Twice daily updates	Every 1 days
IMPACT	Potentially catastrophic impact on Buyers' operation and / or revenue	Significant impact on Buyer operations and / or revenue	Low impact on Buyers' operation	Negligible impact on Buyers' operation
DEFINITION	Total loss of service or severe degradation of quality rendering the service unusable to entire Buyer or business	Serious Degradation of quality of service or loss of service to non-business critical site or function.	Partial loss of service / degradation of quality for multiple users i.e. .users have either fixed OR mobile working properly but not both.	Partial loss of service / loss of functionality for a single user

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	critical site locations (e.g. contact centre or the loss of an IPT site)	Partial Loss of service to business critical site / function leading to severe impact to Buyer operations or revenue affecting impact	OR single user with total loss of service / unusable service	
Example	The Supplier's contact centre solution is inoperative due to the license database being unavailable.	Recording services are unavailable, preventing the Buyer complying with its contractual obligations.	Wall boards or dash boards are not functioning impacting the management of the service.	An individual user account cannot be assigned a new skill or capability
	Failure of service to a Buyer facing contact centre Calls are being received by the contact centre service but are queueing in the application and not being delivered to available agents.	Loss of the call back facility		
		Loss of access to FLOW service		
		Storm Call routing (IVR's) not functioning, preventing callers from being directed to appropriate queues.		
Software Update Example	Service level applies when a software defect is identified as the cause of the Buyer's Incident			



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Table 2 Change Management

Change Management Service Level Detail;

Vodafone change Categories	Type of Change	Impact	Notification sent by Vodafone to Buyer's	Required Lead Time from Content Guru
Category 1	High Priority	Loss of service/likely to impact platform	Yes	15 Working days
Category 2	Medium Priority	Loss of diversity/may impact platform	Yes	15 Working days
Category 3	Low Priority	No impact to platform/notification only	No	5 Working days
Emergency	Emergency	Must only be raised for the purpose of fixing a high priority service event or for the protection of a high priority Incident	No	As much notice as possible

Table 3 Problem Management

Problem Management Service Level Detail;

Vodafone Problem Sev (Severity)	Type of Problem	Impact	Examples	CG Lead Time
Sev 1	Critical	Total Loss of Service Total service malfunction affecting the core Vodafone network or any elements of the STORM platform used by the Buyer, impacting a majority or all of the Buyer's end users. This excludes faults outside the Vodafone network and STORM platform.	* IVR services not available to all callers	5 Working Days
			* SMS services not available to all recipients	
			(inbound and outbound)	
			* Website down	



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			* Desktop application not available to all users	
Sev 2	High	Partial loss of service. Severe degradation of a service that has a significant detrimental effect on the ability to perform normal communications for all users of the service. This excludes faults outside of the Vodafone network and STORM platform	* Call queuing not available to all contact centre agents * Call recording not available to all users that need call recording * Call data / reports not available to all users	7 Working Days
Sev 3	Medium	Degradation of Service A minor degradation of the service but which has an adverse effect on the Buyer operations, affecting a small number of users	* IVR service not available to a small number of callers	10 Working Days
Sev 4	Low	Non-Service Affecting. A fault that is non service affecting, but requires some corrective action. Also includes information requests and root cause analysis	* Service setup or provisioning query * Service feature clarification	10 Working Days



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Table 4 – Workforce Management (WFM) Service Level Targets

The Workforce Management element of the service provision has a different set of Incident response and resolution times service level targets as shown below:

Priority	Incident response time	Incident resolution Service Level (SLA) Target
Severity 1	2 Business Hours*	8 Business Hours
Severity 2	2 Business Hours	3 Business Days
Severity 3	4 Business Hours	5 Business Days
Severity 4	8 Business Hours	20 Business Days**

Business hours* are defined as 8:00AM to 5:30PM GMT on Business Days

Business days** are defined as 5 day working week, Monday to Friday, except December 25 and January 1.

All the service levels set out in table 1 to 4 above shall not constitute binding contractual commitments on behalf of the supplier and instead are service levels that the supplier aims to achieve as part of the provision of the services.

6. Optional Schedules

This Service Offer assumes that the Buyer is not electing to take any of the following Optional Schedules;

- 6.1 Call-Off Schedule 3 of the Call-Off Contract shall not apply.
- 6.2 Call-Off Schedule 4 of the Call-Off Contract shall not apply.
- 6.3 Call-Off Schedule 7 of the Call-Off Contract shall not apply.
- 6.4 Call-Off Schedule 13 of the Call-Off Contract shall not apply.
- 6.5 Call-Off Schedule 15 of the Call-Off Contract shall not apply.
- 6.6 Call-Off Schedule 16 of the Call-Off Contract shall not apply.
- 6.7 Call-Off Schedule 17 of the Call-Off Contract shall not apply.
- 6.8 Call-Off Schedule 18 of the Call-Off Contract shall not apply.
- 6.9 Call-Off Schedule 22 of the Call-Off Contract shall not apply.
- 6.10 Joint Schedule 9 of the Call-Off Contract shall not apply.
- 6.11 Joint Schedule 12 of the Call-Off Contract shall not apply.



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Should the Buyer wish to take any of the above schedules, then these may be subject to additional charges. Please contact your Vodafone account manager, or frameworks_team@vodafone.com who will clarify your requirements, and where needed publish a new Service Offer containing the selected Optional Schedules.

7. Mandatory Schedules

- 7.1 In accordance with the Supplier's obligations under any Call-Off Contract, Vodafone has developed and will maintain the following reports and plans, which are available to view, download, print or save, on Vodafone's Public Sector Portal. By entering into a Call-Off Contract Buyer confirms that it accepts the following reports and plans as is, with no alteration:
- (a) Call-Off Schedule 1 (Transparency Reports) - Transparency Report in accordance with Call-Off Schedule 1.
 - (b) Call-Off Schedule 8 (Business Continuity and Disaster Recovery) – Business Continuity and Disaster recovery Plan in accordance with Call-Off Schedule 8.
 - (c) Call-Off Schedule 9 (Security) - Security Management Plan in accordance with Call-Off Schedule 9.
- 7.2 The Security Management Plan for any Deliverables purchased under this Service Offer shall be the Supplier's Security Management Plan published on Vodafone's Public Sector Portal. By entering into a Call-Off Contract the Buyer acknowledges and agrees:
- (i) the Supplier has prepared and delivered the Security Management Plan (published as set out above) to the Buyer; and
 - (ii) the Buyer has Approved the Security Management Plan, in accordance with Call-Off Schedule 9 (Security) Part A: Short Form Security Requirements.



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8. Service Description and Price Card

8.1 Primary Services

Vodafone **storm**® Communications Integration™ is a suite of cloud-based contact centre products, designed to offer any size of organisation a feature-rich, scalable and flexible set of contact centre and related integration services to enhance an existing infrastructure or as a complete end-to-end solution.

There are three key suites within the overall offer and each of these has one or more licences that are mandatory if that suite is required.

Suite	Mandatory licences
Inbound	<ul style="list-style-type: none"> CONTACT Seat: iACD Base Seat CONTACT Seat: Voice CONTACT Seat: iACD Administrator Security Token: Hard Key
Outbound	<ul style="list-style-type: none"> CONTACT Seat: iACD Outbound Base Seat
Workforce Management	<ul style="list-style-type: none"> WFM: Seat Fee WFM: BASE

The Service provides cloud-based contact centre services such as multi-channel iACD® (Intelligent Automated Contact Distribution) queuing and routing, agent management and supervision, and real-time and historical MI (management information) reporting, allowing contact centres to enhance their capabilities by adding enhanced cloud-based services and incorporating additional communications channels.

The Service helps organisations communicate with their Buyers through voice and/or digital channels such as email, SMS and chat.

The Storm-licensing model is designed to be modular and flexible, providing a high degree of choice in the functionality provided to the Buyer. Buyers can choose how many seat licences of each type they require, and can upgrade their service with a range of additional feature licences and optional services.

The Supplier will provide a STORM Contact Centre Service that is a communications Integration platform from the Supplier that consists of a set of building blocks that can be deployed in any combination to create a vast array of contact centre services. The Service will:

- Be hosted within two data centres in the UK;
- Deliver 99.99% platform availability;
- Provide functionality to make external calls to non-proprietary (i.e. non-Vodafone) UC services e.g. for example to a mobile. Essentially when the call transfers to an agent Storm is making an external call.
- Have the ability to scale up the number of agents (inbound contact centre seat), supervisors (users who will have access to agent management options and ability to listen in on calls) and administrators (users with access to Storm CONTACT administration portal) on a monthly basis;



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e) Deliver the following features:

- Dual-tone multi-frequency (DTMF) signalling Interactive Voice response (IVR) services:
 - o Ability to queue calls and use DTMF prompts to treat the call
 - o Ability to Integrate the IVR into external applications to capture information to assist in the call treatment
- Skills based routing for call delivery to agents based on a concurrency commercial model
- Agents to service calls within multiple skill groups
- Configurable agent wrap up codes, available through drop down options
- Multimedia routing (voice, email, included), (social media (eg Facebook, twitter), Web Chat as chargeable options)
- Call classification and Buyer intelligence/insights capability
- Call queue management
- Computer telephony Integration facility to enable screen pops of Buyer records based on Buyer's numbers with the Buyer's Customer Relationship Management (CRM) packages(including Microsoft Dynamics and other packages)
 - o Ability to screen pop retrieved information to agents at the same time as the call is delivered
 - o Ability to search the STORM database for previous transactions
- Call recording for all agents
 - o Capture and store all recordings in the hosting centres
 - o Ability to retrieve calls by user defined parameters such as:
 - Agent
 - Defined periods
 - Specific queues
 - Dialed number
 - Customer Line Identity (CLI) number
 - o Ability to configure the data retention period. For CDR's they are retained for 13 months as standard and this can be extended if required at additional cost. The data retention period for recordings, once it is set, they will be deleted once reached, with no means of recovery to ensure that the service meets security standards and the retention periods that the client dictates.
- Web browser based access for the agents to STORM
- Intuitive IVR script builder and service management tools
- Workforce Management application with the ability to:
 - o Be based on named agents commercial model
 - o Extract data from the existing systems



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- Provide forecasts:
 - Annually
 - Quarterly
 - Monthly
 - Daily
 - At specified intervals
 - Create shift patterns
 - Create demand based schedules
 - Provide real time adherence reports
 - Enable agents to adjust schedules
 - Automatically alert if agents do not adhere to schedules
 - Enable agents to request and approve annual leave
- Supervisors ability to:
 - Whisper prompting
 - Barge In (taking control of an active call from an agent/user)
 - Listen In (listen in to any call in the team without disrupting the agent/call)
 - Ability to access VIEW real time dashboard and historical reporting
 - Access to Customer Satisfaction Score (CSAT) and quality monitoring systems
 - Create and edit agent user accounts
 - Ability to change pre-recorded scripts and announcements
 - Access via a thick client application
- Administrators ability to:
 - have full control over system customisation (ability to upload and change hold music announcements etc)
 - have control over IVR and call flow management “treat” calls
 - create and define real time and historical reports
 - Access via a thick client application
- Reporting:
 - Configurable by the Buyer administrators and supervisors
 - Provide real time and historical views
 - Provide the ability to deliver reports via email



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- Includes:
 - Agent reports
 - Split skills
 - Agent activity
 - Call analysis, based on inbound dialled number
 - Missed call reports
 - Calls offered, handled, unique calls, repeat calls, call handling times
 - Daily logs
 - Provide the ability to deliver alerts associated with the operational triggers via email and SMS
 - Inbound management and delivery of emails
 - Ability for agents to work remotely from the main Contact Centre building;
- f) Ability to provide the following features as options:
- Outbound dialler
 - Natural Speech enabled IVR services
 - Provide inbound management and delivery of SMS interactions
 - Provide inbound management and delivery of Web Forms
 - Ability to take payments via an IVR application
 - Ability for PCI DSS compliant agent assisted payments to be managed

The Supplier will provide a service that:

- Includes all software licences associated with delivering the Contact Centre service which include:
 - IP Contact Centre functionality
 - Flexible call routing and queuing
 - Agent Management
 - Supervisor functions
 - Administrator functions
- Will maintain all software licenses associated with the service up to date within the monthly charge
- Proactively monitors and provides alerts from the platform:
 - 24x7 event listening services for service performance management
- Maintenance activity will be carried out in accordance with any relevant operational change control processes. This will include:
 - Proactive system reboots and re-builds
 - Logfile and data archiving
 - Regular and periodic system and service health checks



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- Code/software refreshes, patch updates, and configuration updates
 - Problem management initiated updates and reconfigurations
 - Service optimisation activity
 - Audits and compliance testing
- Incident resolution activity:
 - Equipment replacement/repair
 - System restoration (reloads/rebuilds/restarts)
 - Reconfiguration and workarounds
 - Management of issues where ownership is unclear
 - Technical change assessment
 - Establishment of technical risk
 - Production of deployment and fall-back plans
- Release and deployment
 - Equipment building, configuring and deployment
 - Validation and testing
- Capacity and utilisation
 - Production of utilisation metrics/thresholds and reports
- Knowledge management
 - Technical procedures and fixes
- Triage information and procedures

The Supplier will provide a Service Management solution that:

- Acts as a Buyer champion, representing the Buyer within both Vodafone and Content Guru and Vodafone and Content Guru to the Buyer.
- Provides Monthly Service Reviews.
- Provides Governance and Reporting.
- Provides Availability Management.
- Provides Interface into the Quality Management team for Continual Service Improvement (CSI).
- Creates, tracks and reviews agreed service improvement actions to ensure Continual Service Improvement (CSI).
- Ensures all services from Content Guru are delivered within the contracted SLA's.
- Acts as a consistent and business outcome focused interface for Incident resolution and escalation, ensuring clear and frequent communication from all service desks, including third parties contracted through Content Guru.
- Provides a forward notification of change.
- Liaises with Provisioning Team for Service Request Management.



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- Highlights newly deployed and future features to the product base which could improve the Buyer's utilisation of Storm and provides value to their service.
- Assists the Commercial Account Manager with pre-sales requirement gathering.
- Provides event management comprising:
 - o Monitoring of technical infrastructure and service delivery components in accordance with the service performance management targets
 - o Proactive alert management, including threshold alerting
 - o Proactive call management and performance services for Service and order desks
 - o Provide Service knowledge management information comprising:
 - o Service reports
 - o Design documents
 - o Self-help and FAQs
 - o Performance reports.

Introduction to Pricing/Charging Model

Pricing for the Service consists of the following elements:

- one-off charges covering activation of licensable elements or for other services such as additional recording storage, numbers and security keys
- Software licensing charges are either per named user or per concurrent user, and are either optional or mandatory.
 - o Named user licences can only be used by the named user
 - o Concurrent licensing
 - Concurrent licences are shared between users. Agents and supervisors can only log in to use services if concurrent licences of the types assigned to them are available.
 - Once all concurrent feature licences are in use, no further agents with that feature assigned can log in.
 - For example - *An organisation may order 150 agent base licences, 50 concurrent voice licences and 50 concurrent call recording licences. All 150 agents are assigned a voice and call recording licence. This means 150 named agents can be created on the system, but only 50 agents can log in to use voice services with call recording at any one time.*
- Usage charges: fees based upon actual service usage, such as per minute call charges, recording charges, port charges and SMS charges as detailed in the tariff below.
- Professional services fees charged at a daily rate: covers system installation and configuration, integration and development work; consultation and bespoke project design; training and additional on-site assistance.
- Call charges for receiving inbound calls in to the Storm contact centre, which are detailed in the Public Sector Chronos Tariff in Annex 1.
- Call charges for making outbound calls from the Storm contact centre, which are detailed in the Public Sector usage tariff in Annex 2.



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PCI Compliance.

- The storm PADLOCK and LOCK service as described in the Service Specification, are PCI Compliant, and a copy of the attestation certificate is available on request.
- Save as set out above, Vodafone does not warrant that the storm Integration Communication Services will be PCI Compliant or that the Services will enable Buyer to be compliant with Applicable Privacy Law.

CONTACT

This enables Buyer's agents to take Buyer or internal calls via a pre-determined call routing and queuing system.

Inbound Contact Licences

Licence name	Description	Basis of charge	Mandatory or optional
CONTACT Seat: iACD Base Seat	Base licence e.g. all inbound users must have this licence. Provides the ability to create users on the platform	named user	Mandatory for inbound suite
CONTACT Seat: iACD Supervisor	Allows agent management, supervisor listen-in	named user	Optional
CONTACT Seat: iACD Base Switchboard	Allows switchboard operator to use switchboard functionality. (Channel Licences Required)	named user	Optional
CONTACT Seat: iACD Supervisor Switchboard	Allows supervisor listen-in and switchboard functionality (Channel Licences Required)	named user	optional

Outbound Contact Licences

This provides Buyer with an:

- outbound dialler module with progressive, predictive, and preview dialling features, dynamic call pacing, call capping, real-time visibility and historical reporting.
- automated outbound multi-channel campaigns via SMS and email

Licence name	Description	Basis of charge	Mandatory or optional
CONTACT Seat: iACD Outbound Base Seat	Base licence e.g. all outbound users must have this licence. Provides the ability to create users on the platform	named user	Mandatory for outbound suite
CONTACT Seat: iACD Outbound Seat	Uplift on agent / supervisor base seat providing outbound voice functionality.	concurrent user	Optional
CONTACT Seat: iACD Outbound Inclusive Minutes	Uplift on CONTACT:iACD Outbound Seat. Includes 4000 minutes per agent per month, excess is charged at 1ppm plus your standard outbound rate.	concurrent user	optional



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Contact Features

Licence name	Description	Basis of charge	set up charge per user	Mandatory or optional
CONTACT Seat: Voice	Uplift on agent / supervisor base seat providing voice functionality.	concurrent user	0.00	Optional
CONTACT Seat: Contingency	Standby licences to enable rapid scaling up of contact centre capacity	Concurrent user	0.00	Optional
CONTACT Seat: Web Chat	Uplift on agent / supervisor base seat providing WebChat functionality.	concurrent user	0.00	Optional
CONTACT Seat: Fax	Uplift on agent / supervisor base seat providing fax functionality.	concurrent user	0.00	Optional
CONTACT Seat: SMS	Uplift on agent / supervisor base seat providing SMS functionality. Outbound texts charged at 3.5 pence per text	concurrent user	0.00	Optional
CONTACT Seat: Email	Uplift on agent / supervisor base seat providing email functionality.	concurrent user	0.00	Optional
CONTACT Seat: Social Media	Uplift on agent / supervisor base seat providing social media functionality.	concurrent user	0.00	Optional
CONTACT Seat: Voice - Enhanced	Uplift on agent / supervisor base seat providing voice functionality.	concurrent user	0.00	Optional
CONTACT Seat: WebChat - Enhanced	Uplift on agent / supervisor base seat providing WebChat functionality.	concurrent user	0.00	Optional
CONTACT Seat: SMS - Enhanced	Uplift on agent / supervisor base seat providing SMS functionality.	concurrent user	0.00	Optional
CONTACT Seat: Email - Enhanced	Uplift on agent / supervisor base seat providing email functionality.	concurrent user	0.00	Optional
CONTACT Seat: Social Media - Enhanced	Uplift on agent / supervisor base seat providing social media functionality.	concurrent user	0.00	Optional
CONTACT Seat: Recording	Uplift on agent / supervisor seat providing agent recording.	concurrent user	0.00	Optional
CONTACT Seat: Web RTC Video	Uplift on agent / supervisor seat providing Web RTC Video enabled DTA	concurrent user	0.00	Optional
CONTACT Seat: Web RTC Voice	Uplift on agent / supervisor seat providing Web RTC Voice enabled DTA	concurrent user	0.00	Optional
CONTACT Seat: Personal Statistics	Uplift on agent / supervisor seat providing agent recording.	concurrent user	0.00	Optional



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Licence name	Description	Basis of charge	Mandatory or optional
CONTACT Seat: PADLOCK	Uplift on agent / supervisor seat providing access to PADLOCK	named user	Optional
CONTACT Seat: CTI Integration Lync	Uplift on agent / supervisor seat providing Lync integration functionality	named user	Optional
CONTACT Seat: CTI Integration Salesforce	Uplift on agent / supervisor seat providing Salesforce integration functionality	named user	Optional
CONTACT Seat: CTI Integration Dynamics	Uplift on agent / supervisor seat providing Dynamics integration functionality	named user	Optional
CONTACT Seat: CTI Integration RightNow	Uplift on agent / supervisor seat providing Dynamics integration functionality	named user	Optional
Storm DIAL	Two stage dialling licence	concurrent user	Optional
Storm SHOUT	Licence for outbound messaging service/broadcasted notification solution	concurrent user	Optional
CONTACT: Storm Machine Agent	Required for AI Implementations such as Natural Language Processing (NLP) projects	Named user	Optional

CLOUD PBX / BACK OFFICE

Licence name	Description	Basis of charge	Mandatory or optional
Back Office: User	Back Office User seat, including voice functions, an extension number, unified communications voicemail account, twinning, forwarding and hunt group membership.	named user	Optional
Back Office: Meeting Room	Back Office 'Meeting Room' user with limited voice functionality, providing inbound and outbound voice calling.	Per meeting room device	Optional
Back Office: Switchboard Operator (Voice)	Seat for Switchboard operator service.	concurrent user	Optional
Back Office User Web RTC Voice	Uplift on a Back Office user providing Web RTC Voice enabled DTA	concurrent user	Optional
Back Office: User Recording	Uplift on Back Office user providing voice recording	concurrent user	Optional



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Licence name	Description	Basis of charge	Mandatory or optional
Back Office: Personal Conferencing	Uplift on Back Office user providing a personal conference bridge for up to 30 participants with online management interface	concurrent user	Optional

SIP Trunking

This provides Buyer with SIP connectivity. It is a voice connectivity option for contact centres which are using legacy on-premise PBX equipment.

- (a) SIP allows organisations to replace their existing ISDN lines by sending telephone traffic across a Vodafone data circuit, using SIP trunking for voice connectivity.
- (b) SIP trunks can connect to a single PBX device or multiple devices over multiple sites, providing failover and traffic balancing capabilities.

Licence name	Description	Basis of charge	Mandatory or optional
SIP Trunk Channel Rental	Monthly rental for a single SIP trunk channel, representing one concurrent call	Per channel	Optional
SIP Interoperability Testing	Testing and accreditation of IP-PBX or SIP gateway devices for use with storm SIP.	Per device	Optional

Buyer Knowledge System

This unifies all Buyer's Buyer, staff and organisational data into one interface, and enables the Buyer to interact with Buyers via SMS, email or voice.

Licence name	Description	Basis of charge	Mandatory or optional
CKS Named User	User access to Buyer Knowledge System.	named user	Optional

Administration Seats

- (a) This enables Buyer to create, from standard templates, the i...ing service that Buyer want to deliver through the storm Platform
- (b) Customisations of the standard templates are available to Bu...

Licence name	Description	Basis of charge	Mandatory or optional
INBOUND Administrator	Service Portal admin with inbound number management. Requires security key.	concurrent user	Optional
CONTACT Seat: iACD Administrator	CONTACT admin portal administrator. Requires security key. (Includes Inbound and Back office)	concurrent user	One licence is Mandatory for inbound suite



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Licence name	Description	Basis of charge	Mandatory or optional
Back Office Administrator	Back Office admin with the ability to create and edit users, extensions, hunt groups, voicemail, forwarding etc. Requires security key. (Includes Inbound)	concurrent user	Optional

View

- The storm Admin Portal provides Buyer with access to a wide range of real time and historic data about Buyer's storm Communications Integration Services. The storm Admin Portal is accessed through the internet via Buyer portal. If Buyer does not have access to Buyer portal then Buyer will need to request this from Vodafone. Buyer will also need to purchase a secure access token from Vodafone to access the storm Admin Portal. These tokens allow Buyer to have concurrent access to the storm Admin Portal so Buyer will need multiple tokens if Buyer needs more than one End User to have access to the portal at any one time. The tokens are not allocated to named users, so they are transferable between users.
- Real time data is available on Buyer's storm Dashboard.
- Buyer can configure Buyer's storm Dashboard to create a customised display of real time data.
- Multiple storm Dashboards can be created to reflect separate events or to satisfy different reporting requirements and the storm Dashboards that Buyer create can be saved for future use and shared between Buyer's nominated users and contact centre agents.
- Buyer's storm Dashboard has the capability to receive live data input from third party sources or from multiple storm Communications Integration Services. Buyer may need to purchase Professional Services from Vodafone to activate this capability.
- Historic data is also available on Buyer's storm Dashboard although this is subject to a minimum 15 minute delay from the point of capture.
- Vodafone will store historic data for up to 13 months from the point of capture and Buyer can view this data during this period. After this period has expired Vodafone will transfer this historic data to Vodafone's archives and it will be available for viewing on request. Vodafone shall respond to any request within 10 days of receipt of the request. However, Buyer can download or print historic data when it is available to Buyer so that Buyer has a permanent record of that data.

Licence name	Description	Basis of charge	Mandatory or optional
VIEW: Real-time Wallboard Feed	Read-only access to real-time reporting tabs shared by a VIEW Real-time Dashboard user. Suitable for a wallboard display or supervisor.	named user	Optional
VIEW: Real-time Administrator	Real-time reporting with ability to create, edit and share real time tabs.	named user	Optional
VIEW: Historical Report Viewer	Access to historical Dashboard tabs to view historical reports.	named user	Optional
VIEW: Historical Administrator	Provides the ability to create and edit Buyer reports	named user	optional



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Flow

This provides Buyer with a workflow management tool that can be used to design and build multimedia services that connect storm CONTACT infrastructure to their Buyers.

Licence name	Description	Basis of charge		Mandatory or optional
FLOW: Basic	Administrator access to the FLOW service creation interface, providing basic inbound voice IVR functions.	concurrent user		Optional
FLOW: Advanced	Administrator access to the FLOW service creation interface.	concurrent user		Optional
FLOW: Additional Action Cell	Additional Action Cell	concurrent user		Optional

Data Management

Buyer with a database management interface, allowing Buyer to import information from third-party systems, create and format database tables on the storm platform, create filtered table views for use as CONTACT: OUTBOUND lead lists.

Licence name	Description	Basis of charge		Mandatory or optional
DATA MANAGEMENT: Administrator	Access to the DATA MANAGEMENT interface, used to import and format data from third-party systems.	concurrent user		Optional

Inbound / Outbound

- (a) This Optional Service Element provides geographic or non-geographic numbers that route inbound calls that originate from within the UK to UK or international contact centres and utilises Vodafone's Inbound Voice Service.
- (b) Calls received on the storm Platform can be directed to contact centres that are located around the UK, outside the UK or to route outbound calls to a User's fixed or mobile phone number within the UK or internationally.
- (c) Buyers can select from the following inbound numbers ("Inbound Numbers") that will be set out in the Commercial Terms and/or Order:
 - (i) 080, free to caller numbers;
 - (ii) 01 and 02 local area prefixes (geographic numbers);
 - (iii) 03 UK-wide;
 - (iv) 084, 087, 09 and 118 Service Charge numbers;
 - (v) International freephone.



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- (d) the cost of the Inbound Numbers is calculated as follows:
 - (i) the cost of Calls made to 03 UK-wide numbers is shared between the caller and the Buyer. Charges to consumer callers cannot be any more than the charges for their national call charges to 01 and 02 numbers and they must be included in their national call discount plans;
 - (ii) the cost of Calls made to UK freephone numbers is paid for by the Buyer and the caller is not charged for the call;
 - (iii) the cost of Calls made to 084, 087, 09 and 118 Service Charge numbers is defined by the relevant Service Charge and the callers Access Charge. Out-payment revenue share may be available depending on the volume of minutes and the Service Charge.
- (e) Calls to Inbound Numbers are routed via the Intelligent Network and, as requested by the Buyer, can be delivered directly to a specific phone line or routed to variable destinations using criteria stored in a Call Plan routing script, such as the time of day or day of the week.
- (f) Vodafone will deliver all Calls to either UK PSTN telephone numbers (which are numbers beginning with either '01' or '02'), mobile telephone numbers, premium call routing numbers within Vodafone's Intelligent Network (for '09' Inbound Numbers) or, where regulation permits and Vodafone have agreed to do so, to international telephone numbers. Onward connection to UK telephone numbers or international telephone numbers attract per minute call delivery charges.
- (g) For Inbound Numbers issued by Vodafone, or unless otherwise agreed, the Buyer acknowledges that the Buyer does not own the Inbound Numbers and agrees that the Buyer will not, and will not try to, on-sell, transfer, register as a trade mark or otherwise part with the Inbound Numbers. The Buyer further acknowledges that, where Vodafone needs to withdraw or change a telephone number for regulatory or legal reasons, Vodafone shall try to give the Buyer as much notice as Vodafone can give in the circumstances before Vodafone takes this action.
- (h) Ofcom may introduce new Number Types, change the rules that apply to existing Number Types, or withdraw existing Number Types. Where Vodafone needs to change the Services in such circumstances Vodafone shall try to give the Buyer as much notice as Vodafone can give in the circumstances before Vodafone takes this action.
- (i) Porting
 - (i) Subject to the remainder of clause (i), Inbound Numbers allocated to the Buyer by other network providers can be ported to Vodafone's Intelligent Network. Vodafone will carry out a check against the supplier from which the Buyer has requested numbers to be ported to check that Vodafone has a porting agreement with them. Vodafone will then let the Buyer know if Vodafone is able to port the requested numbers to Vodafone. The Buyer will need to provide Vodafone with a Buyer authority letter, a network amendments data fill form, and a copy of the Buyer's latest bill from the Buyer's current Inbound Numbers provider.
 - (ii) Non-Vodafone allocated numbers can either be ported back to the original range holder or ported as a subsequent port to the gaining network provider.
 - (iii) Such transfers may be subject to reasonable terms in accordance with Ofcom regulations.



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Licence name	Description	Basis of charge	Mandatory or optional
DDI rental	Monthly rental for a DDI number.	Setup per DDI	Optional
SMS: Shared Short code/Keyword	Setup and monthly rental of a shared SMS keyword and short code.	Setup per Short code / Keyword	Optional
SMS: Dedicated Short code/Keyword	Setup and monthly rental of a dedicated SMS keyword and short code.	Setup per Short code / Keyword	Optional
SMS: Dedicated Long code	Setup and monthly rental of a dedicated SMS long code.	Setup per Long code	Optional
CONTACT INBOUND Queuing Seat: Cloud	Ability to queue up to 20 inbound calls routed to a contact centre via TDM using the CONTACT:INBOUND portal.	Setup per Queue	Optional
CONTACT INBOUND Queuing Seat: SIP	Ability to queue up to 20 inbound calls routed to a contact centre via SIP trunks using the CONTACT:INBOUND portal.	Setup per Queue	Optional
ASR port	One concurrent channel for automated speech recognition services.	Setup Per port	Optional
TTS port	One concurrent channel for automated Text to Speech Services.	Setup Per port	Optional

Lock

- (a) This is a cloud-based, agent-assisted PCI-Compliant payment processing system that enables Buyer's Buyers to make card payments by phone with operator guidance.
- (b) The storm PADLOCK service plugs into a contact centre deployment and is accessed via the DTA. Agents can initiate storm PADLOCK card payments during the following type of calls: inbound, outbound, dialler or manual.

Licence name	Description	Basis of charge	Mandatory or optional
Integration with a new payment service provider	Integration with new payment service provider	Per payment service provider	Optional
LOCK	Fully automated PCI compliant card payment IVR service	Setup per service	Optional
LOCK / PADLOCK PSP connector	Connector fee for interconnect with a Payment Service Provider for LOCK or PADLOCK services.	Setup per payment service provider	Optional



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Matrix

Licence name	Description	Basis of charge	Mandatory or optional
MATRIX: Conference Manager	Operator access to the MATRIX Conference Manager console, used to manage conferences and arrange conference bookings.	Activation Fee per User	Optional
PIN Protected Conferencing	A stand-alone PIN-protected conference area.	Setup per PIN	Optional
MATRIX: Chairperson Conference PIN	A chairman conference PIN used to manage a standalone dial in conference.	Setup per PIN	Optional

Workforce Management

This provides Buyer with the following core functionality:

- (i) forecasting for short and long term agent planning,
- (ii) agent scheduling, which can be accessed via web based portal called MyTime;
- (iii) reporting;
- (iv) agent administration enabling shift generation; and
- (v) agent skill assignment.

Licence name	Description	Basis of charge	Mandatory or optional
WFM: Per user	Licence for Seat fee, Base, Lifestyle and Notify	Named user	Mandatory for WFM suite
WFM: Seat Fee	Base licence for hosting in Cloud Environment, required for all users	Named user	Mandatory for WFM suite
WFM: BASE	Base licence required for all users	Named user	Mandatory for WFM suite
WFM: LIFESTYLE	allows agents to make requests, get their messages & check performance	Named user	Optional
WFM: NOTIFY	Real time adherence that enables managers and supervisors to monitor agents	Named user	Optional
WFM: MY TEAM	agents can view their current day's schedule – as well as that of other team members and review their own performance	Named user	optional

General

Licence name	Description	Basis of charge	Mandatory or optional
Recording Manager	Provides access to the Recording Manager interface.	Concurrent user	Optional
Call Recording Storage	Storage per TB on shared storage infrastructure	per TB	Optional



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Licence name	Description	Basis of charge	Mandatory or optional
Security Token: Hard Key	Security Key - 3 Year term, required for Admin licences	Per Key	Mandatory for administrator

Service Management

Licence name	Description	Mandatory or optional
Service Management from Content Guru	<p>Service Management will include all of the deliverables detailed below:</p> <ul style="list-style-type: none"> Act as a Buyer champion, representing the Buyer within Content Guru and Content Guru to the Buyer Ensure all services from Content Guru are delivered within the contracted SLA's Chair a weekly Change Advisory Board (CAB) to discuss upcoming changes to storm services and infrastructure, including risk mitigation measures, Buyer impact and concerns Highlight new and upcoming features to the platform which could improve the Buyer's utilisation of storm and provide value to their service Act as a consistent interface for Incident resolution, ensuring clear and frequent communication from all service desks, including third parties Liaise with the WFM service desk and escalation points to ensure appropriate resource and priority are assigned to Incidents Escalation Management Major Incident Management Governance and Reporting Interface into the Quality Management team for Continual Service Improvement (CSI) Liaise with Provisioning for Service Request Management Quarterly Service Reviews 	Optional
Service Management: Quarterly Call and Reporting		Optional
Service Management: Quarterly Meeting and Reporting		Optional
Service Management: Monthly Call and Reporting		Optional
Service Management: Monthly Meeting and Reporting		Optional



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Changes & developments

Licence name	Description	Mandatory or optional
CAD: 1 Hour Per Month	Provide an agreed SLA to change requests up to a limit of 1 hour per month	Optional
CAD: 1 Day Per Month	Provide an agreed SLA to change requests up to a limit of 1 day per month	optional

8.2 Ancillary Services

Professional Services

Item	Price structure
Vodafone Project Manager services	
Vodafone Project Manager	Daily rate
Vodafone Project Manager - Out of Hours Mon-Fri (17:00-08:30) & Sat	Hourly rate
Vodafone Project Manager - Out of Hours Sundays and Bank Holidays	Hourly rate
Content Guru Project Manager services	
Partition Setup and Configuration (Covers standard service partitions, business continuity partitions and demo partitions.)	Daily rate
Professional Services – Programme Manager	Daily rate
Professional Services – Director	Daily rate
Professional Services – Developer	Daily rate
Professional Services – Team Leader	Daily rate
WFM Programme Director	Daily rate
Professional Services - Promgramme Manager role only	Hourly rate



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Item	Price structure
Professional Services - Project Manager role only for work Out of Hours (17:30-09:00)	Hourly rate
Professional Services - Developer - Daily rate for Out of Hours	Daily rate
Professional Services - Team Leader - Daily rate for Out of Hours	Daily rate
Professional Services - Project Manager - Daily rate for Out of Hours	Daily rate
Onsite Training - is delivered 0930 to 1630 (Local Time) in person by a member of our training team.	Daily rate
Training delivered remotely - Usual delivery times are 1000-1200 and 1400-1600 GMT	hourly rate

Content Guru Director, Developer and Team Leader Roles only chargeable Per Day.

Handsets / Hardware

The following are handsets/ hardware that can be purchased alongside the Storm Integration Communication solution

Item
Panasonic KX-HDV130
Panasonic KX-HDV230
Panasonic KX-HDV330
Panasonic KX-HDV20XB (Expansion module)
Panasonic 230 Mains Adapter (KX-A422UK)
Panasonic 130 Mains Adapter (KX-A423E)
Polycom Soundstation IP5000
Polycom Real Presence Trio 8800
Polycom Real Presence Trio 8800 Expansion Microphones. Incl. two expansion microphones and two 2.1m/7ft cables.
Audiocodes ATA 2 Port
Audiocodes ATA 4 Port
Samsung IES-4024GP (Ubigate) Gigabit Ethernet (10/100/1000) Power over Ethernet (PoE) Black network switch



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9. Key Sub-Contractors

▪ Content Guru Limited

- Radius Court, Eastern Road, Bracknell, Berkshire, RG12 2UP
- 05653869

The Supplier confirms that Content Guru Limited is not permitted to add or change sub contractors in the delivery of the Services without the written consent of the Supplier.

10. Data Protection

10.1 The terms Operational Data and Traffic Data are defined in Annex 1 (Authorised Processing Template) of Joint Schedule 11 (Processing Data)).

10.2 Notwithstanding clause 14.1 of the Core Terms, the Buyer acknowledges that Vodafone processes Operational Data and Traffic Data as a Controller. Paragraph 1 of Joint Schedule 11 (Processing Data) shall not apply to Operational Data and Traffic Data.

10.3 Vodafone is a global organisation with international reach. By placing an Order under this Service Offer, the Buyer acknowledges and agrees that Vodafone, in its capacity as a Processor:

- (a) shall engage the sub-processors listed below to carry out the Processor Services in satisfaction of clause 1.11 of Joint Schedule 11:
 - (i) any member of the Vodafone Group Companies; and
 - (ii) Content Guru Limited (company number 05653869).
- (b) may transfer Personal Data outside of the European Economic Area in satisfaction of clause 1.4 (d) of Joint Schedule 11, including:
 - (i) user authentication details to any member of the Vodafone Group Companies for ordering, provisioning and technical support purposes;
 - (ii) user and /or Buyer data collected as part of any incident management process reported through the Buyer service centre operated by Vodafone Group Companies; and
 - (iii) user authentication details for ordering, provisioning and technical support purposes by Content Guru Limited.

10.4 For the avoidance of doubt, Buyer should not place an Order under this Service Offer if it does not agree to provide the consent set out in clause 10.3 and Vodafone shall have no obligation to provide any Services in respect of any Order unless such consent is in place at all times

In respect of Content Guru Limited, Vodafone confirms that it has the ability to be notified of any changes to ContentGuru's Sub-Processors and to object to any such changes



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11. Definitions

The following definitions are applicable to this Service Offer;

Access Charge	the charge that is kept by caller's phone operator for calls to a Service Charge number.
Additional Service Recipients	a Buyer Group entity which is not a direct party to the Agreement, but which is named in the 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 between the Buyer and the Supplier.
AUP	Vodafone's acceptable use policy available on request.
Bearer Services	the method of transport used to carry communication information over the Network and the provision of access for external communications to the Network. Speeds may vary significantly and are dependent on coverage.
BPE (Buyer premises equipment)	Fixed Equipment on Buyer Site.
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.
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 Handset	a handset that Buyer purchases from another vendor where that handset has been approved by Vodafone.
Buyer's Service Desk	is the service desk provided by Buyer which will be the initial point of contact between Vodafone and Buyer.
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.
Call	a call conveyed and delivered as part of the Service.
Call Plan	an inbound call routing plan to direct the translated number to a termination point, based on a set of criteria that the Intelligent Network uses to route each Call.
Customer Satisfaction Score (CSAT)	CSAT is short for 'customer satisfaction' and is a key performance indicator that tracks how satisfied customers are with an organisation's products and/or services.
Customer Line Identity (CLI)	is a method by which inbound calls made to a business or individual can be identified by their number of origin and, in some cases, the name of the person or organisation that is associated with the number .
Data	a data only price plan typically added to a Connection for use on a mobile broadband device or tablet.
Dual-tone Multi frequency signal (DTMF)	a <u>telecommunication signalling</u> system using the voice-frequency band over telephone lines between <u>telephone</u> equipment and other communications devices and <u>switching centres</u> .
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).



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End User	an individual that sends a message to Buyer through the storm Platform or that receives a message that Buyer has sent through the storm Platform.
Enterprise Device Price List	The document issued by Vodafone every month detailing the current list price of Equipment and available on request.
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.
Fixed Equipment	hardware, Vodafone Software, BPE and any other tangible equipment (other than SIMs and mobility equipment) supplied by or on behalf of, Vodafone to Buyer for use in receiving the Services.
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.
Handset	either a Vodafone Handset or a Buyer supplied handset which is detail in the Vodafone PBX approved devices list.
Helpdesk(s)	the Buyer Services Helpdesk.
Inbound Numbers	the Number Translation Service (“NTS”) telephone numbers that are hosted on the Intelligent Network platform and listed in the Commercial Terms and/or Order (as added to or changed by Ofcom). These non-geographic numbers are allocated by Ofcom and are translated to a termination geographic number.
Incident	any fault, incident or problem which affects the Service provided to Buyer, excluding any fault, incident or problem with any other Vodafone service purchased under separate Service Specific Terms.
Intelligent Network	Vodafone’s platform which applies the routing intelligence to calls that are presented through the public telephony switch network.
Interactive voice response (IVR)	IVR enables a series of interactions with the caller through the use of voice or handset keypad inputs. It allows Buyer to direct a call or to make other instructions to the caller on how to proceed. IVR files and messages can be uploaded to the storm Platform via the storm Dashboard. Automatic voice response undertakes the same basic tasks as IVR but can use more extensive use of the caller’s voice prompts.
Internet Protocol Telephony (IPT)	IP telephony (Internet Protocol telephony) is a term used to describe technologies that use a variety of protocols to exchange voice, fax, and other forms of information, traditionally carried over the Public Switched Telephone Network (PSTN).
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.
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.
Number Type	telephone numbers that are within an Ofcom allocated range that includes, but is not limited to 0800, 0808, 0300, 0333, 0330, 034, 037, 0844, 0845, 0870, 0871, 0872, 0873, and 0900.
Ofcom	The Office of Communications which is a communications regulator in the UK.
Out-Payments	means a payment made by Vodafone to the Buyer in accordance with clause 4.5 of these Service Specific Terms.
PBX	private branch exchange
PCI Compliant	attested as compliant with PCI Security Standards Council data security standards.



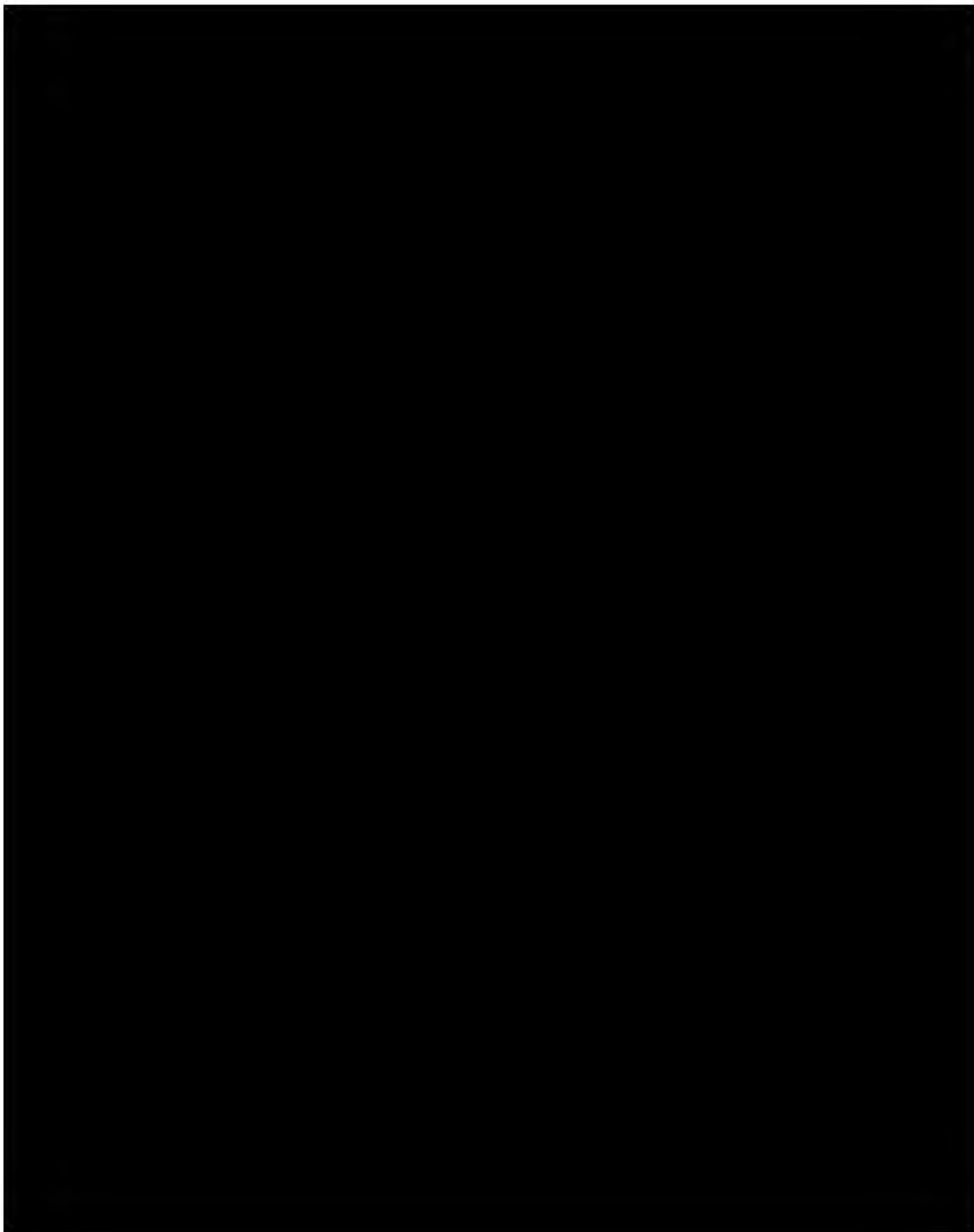
RM3808 Network Services 2

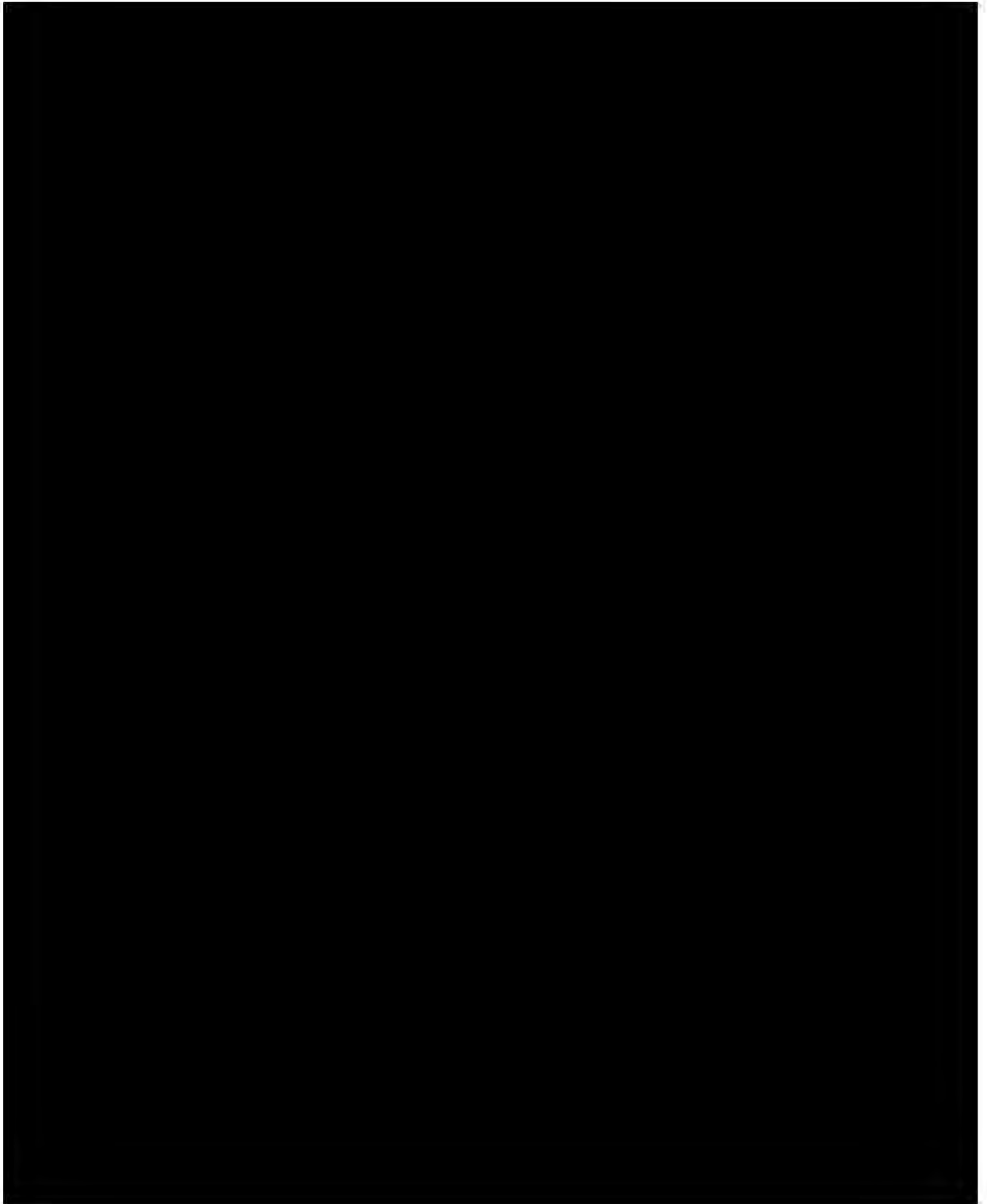
Lot 13 – Contact Centre Services

Vodafone storm® Communications Integration

Public Sector

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.
Service Charge Number	Is a chargeable number which enables the Buyer to pass on the cost of service to their Buyers. Wherever a chargeable 08, 09 or 118 number is publicised, the service charge that applies should also be given. The same rate applies to calls from landlines and mobiles on all networks.
Site Survey	a survey of a Buyer's Site to assess whether (in Vodafone's opinion) the existing infrastructure is sufficient for providing the Services and detailing what the Buyer needs to do to receive the Service.
Standard Change	a pre-approved Change that is low risk, relatively common and follows a procedure or work instruction. The types of Standard Changes available are listed in a Service Request Catalogue.
storm Dashboard	the IP Voice, web-based interface that Buyer's contact centre agents will use to access and input information onto the storm Platform about Buyer's end users and Buyer's storm Communications Integration Services.
storm Platform	the hosted platform that Vodafone use to deliver the storm Communications Integration Services to Buyer.
Supplier	Where used in this Service Offer or the Call-Off Contract means Vodafone
Third Party Provider	a Key Subcontractor or third party contracted by Vodafone or Buyer that provides a Service, or that provides a service that connects to a Service.
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 the Agreement.
User Details	a user name, password, or other access information used by a User to access the Service and/or Equipment.
Virtual Geographic	any 01 and 02 geographic number that is hosted on the Intelligent Network with a Call Plan.
Vodafone	Vodafone Limited, registered number 01471587, and registered office Vodafone House, The Connection, Newbury, Berkshire RG14 2FN.
Vodafone Handset	a handset that Buyer has purchased from Vodafone and falls within the definition of Equipment.
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	an integrated service that allows Buyer to make and receive voice calls over a wireless internet connection such as home broadband, office broadband or public Wi-Fi.
Working Days	Monday to Friday inclusive, other than public holidays in the UK.
Working Hours	the hours between 8.00am and 6.00pm on each Working Day.





Call description Prices include VAT	Price structure	Pence per call outpayment before PP+ levy	Pence per minute outpayment before PP+	Pence per call outpayment after 2015/6 PP+ levy	Pence per minute outpayment after 2015/6



Annex 2

Call Charges
Making calls from the Contact Centre

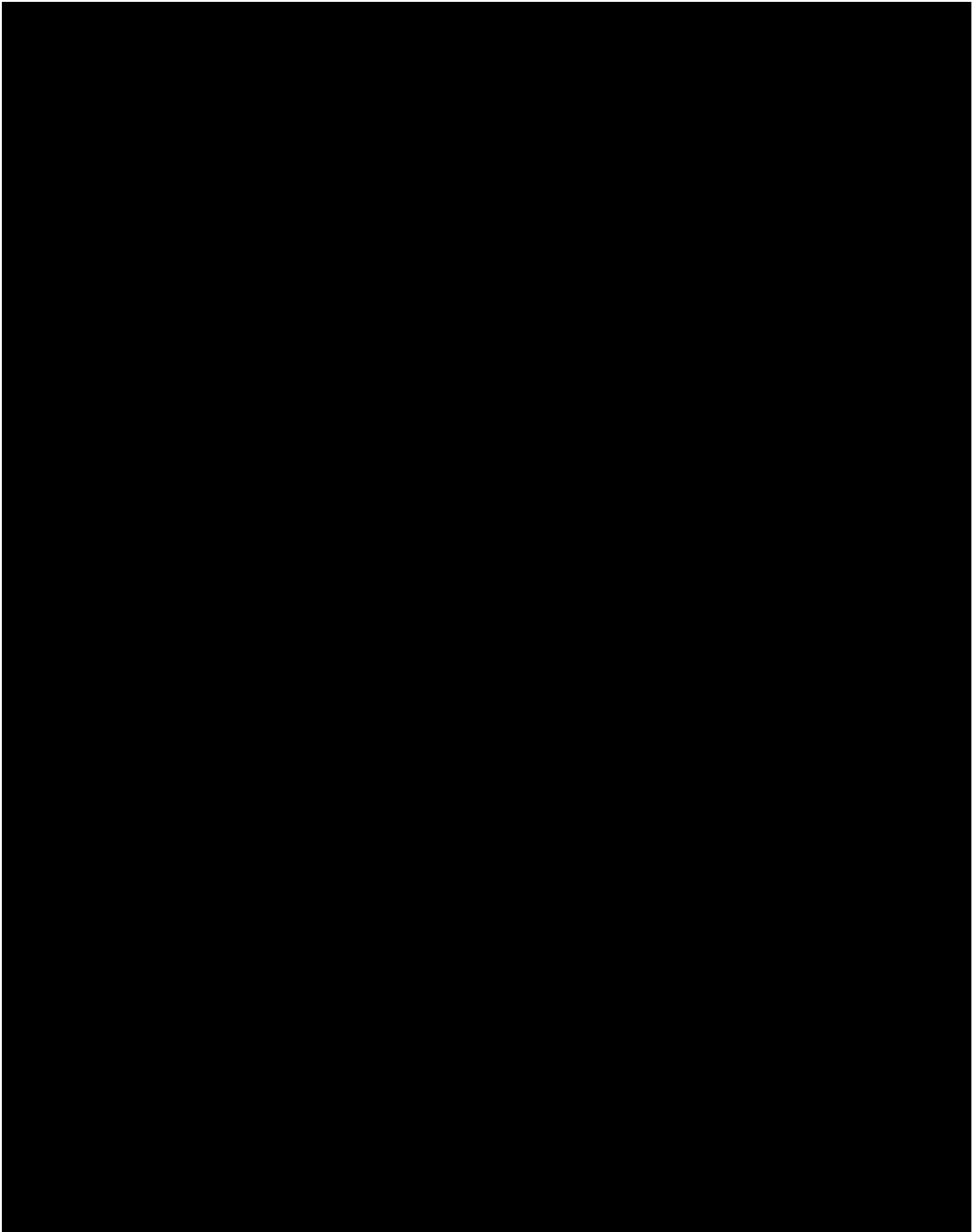
Outbound – Usage Price List

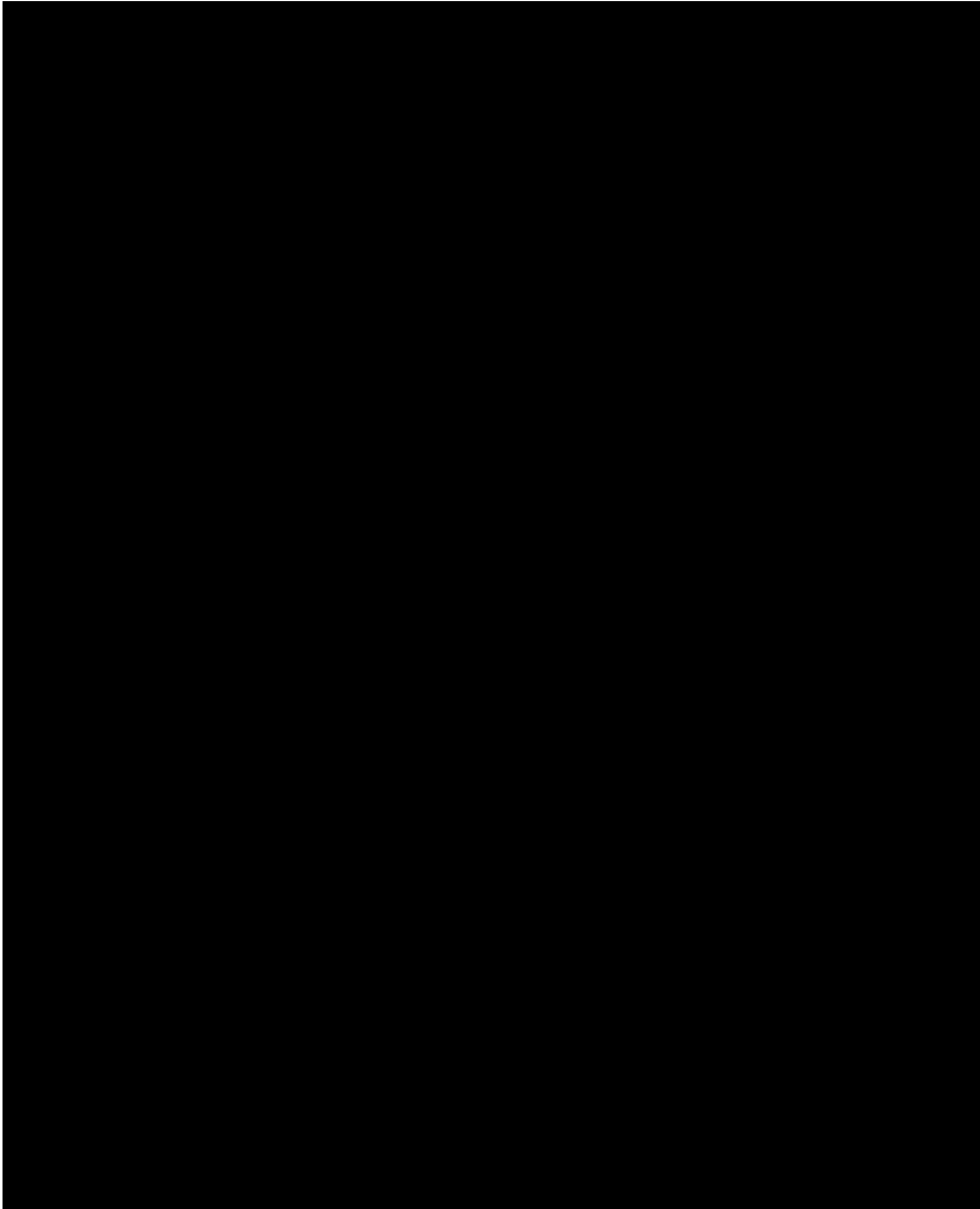
Public Sector Tariff for directly connected sites

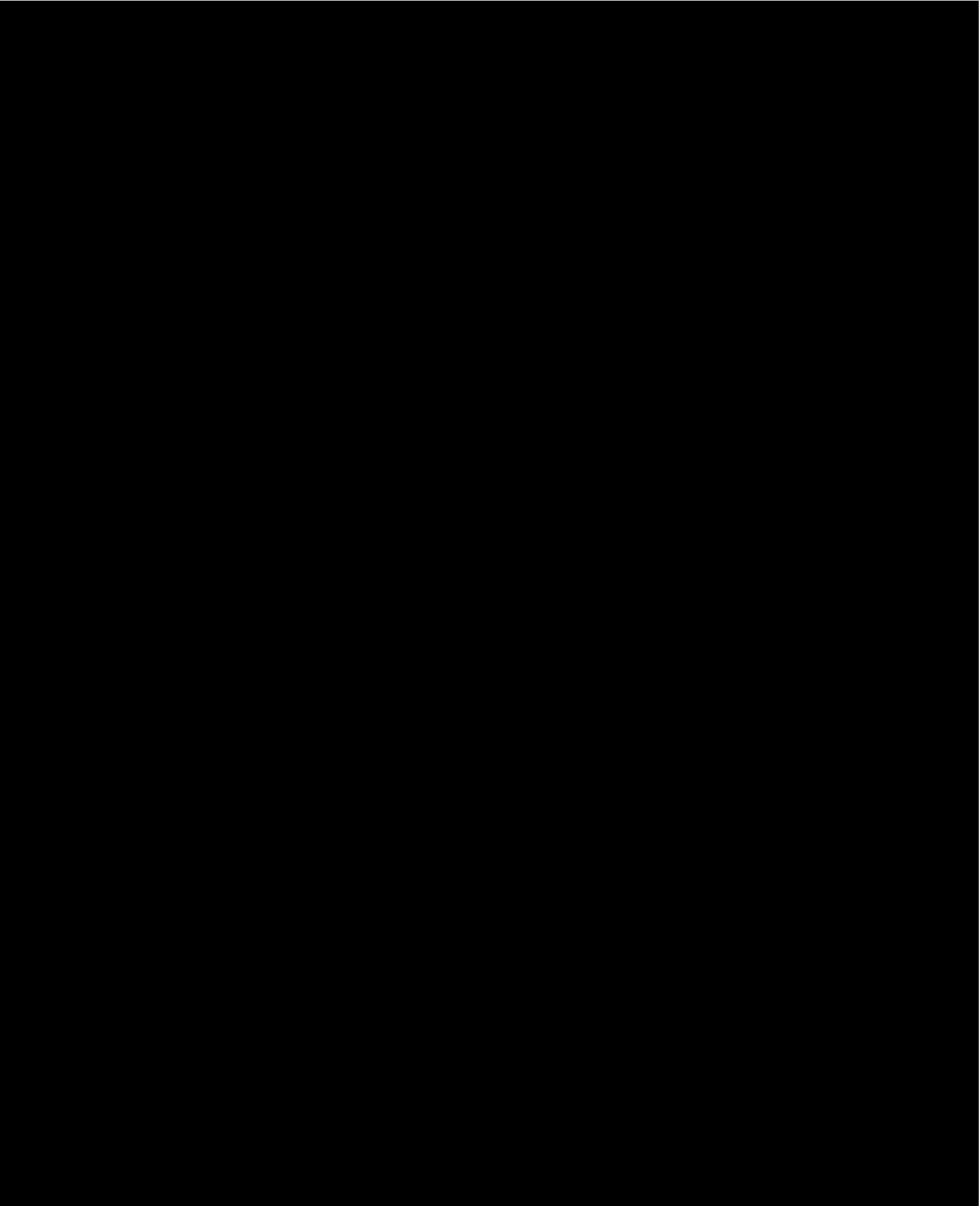
July 2015 Version 2

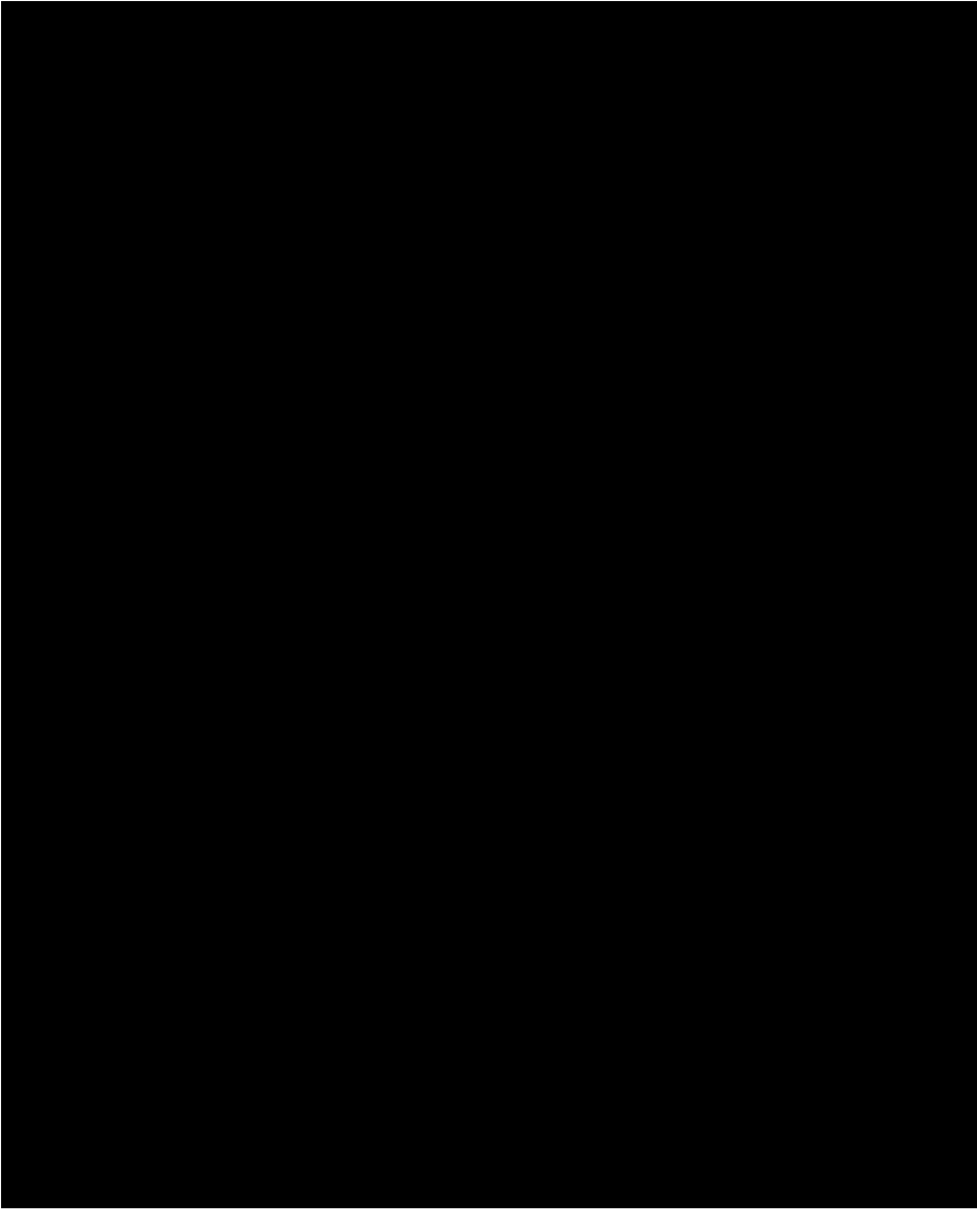


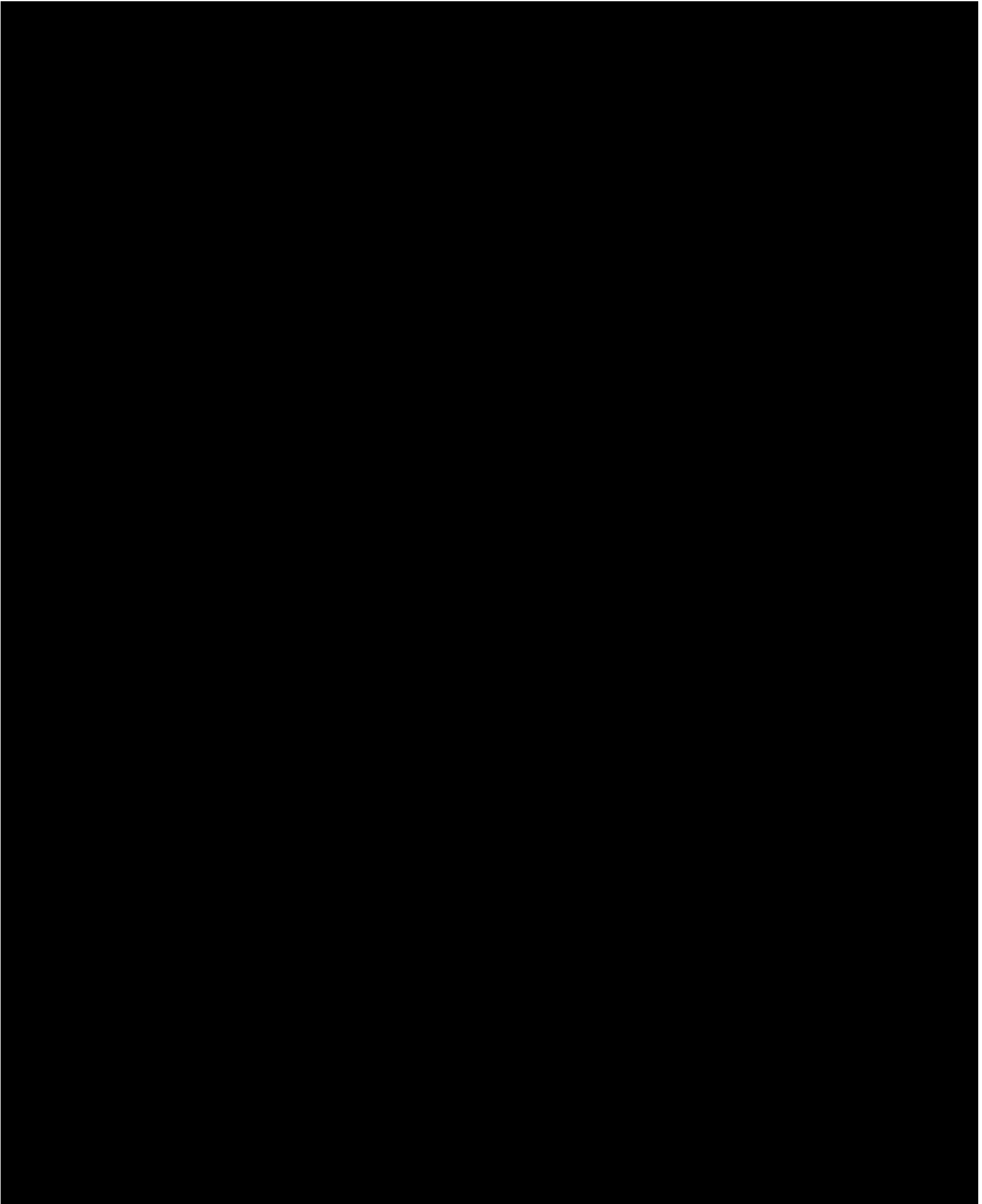
For customers with PSTN traffic of more than 2 million minutes per month

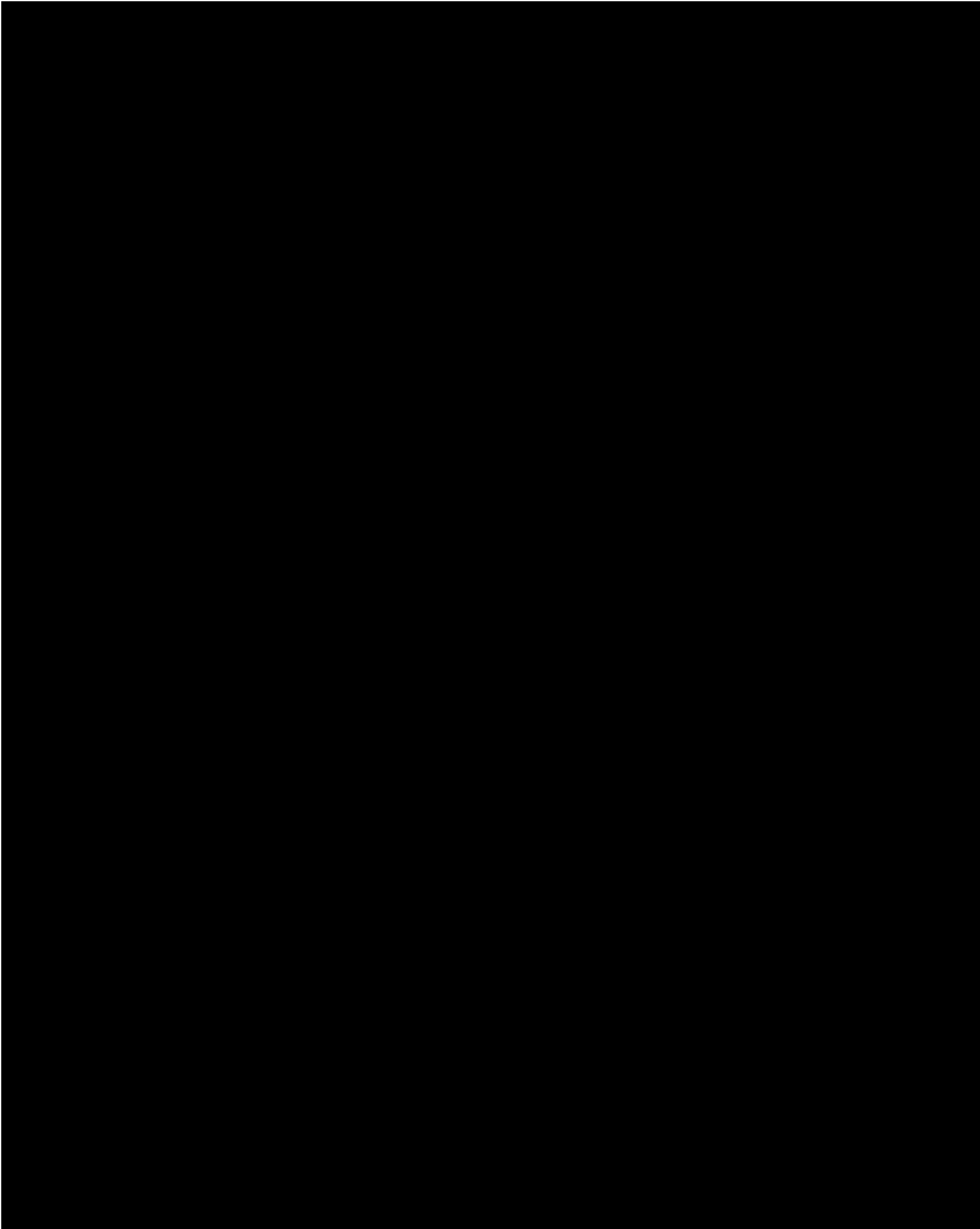


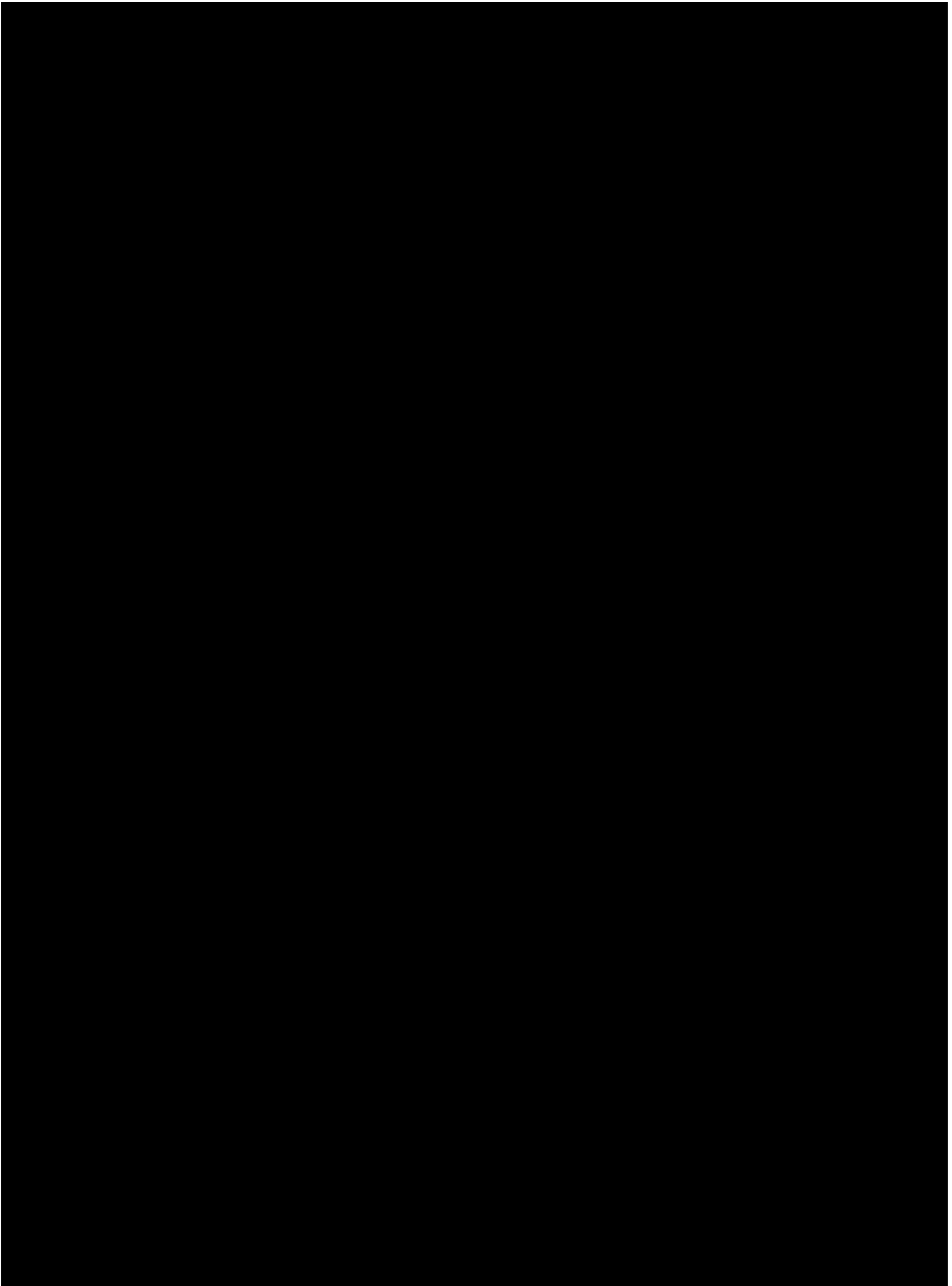


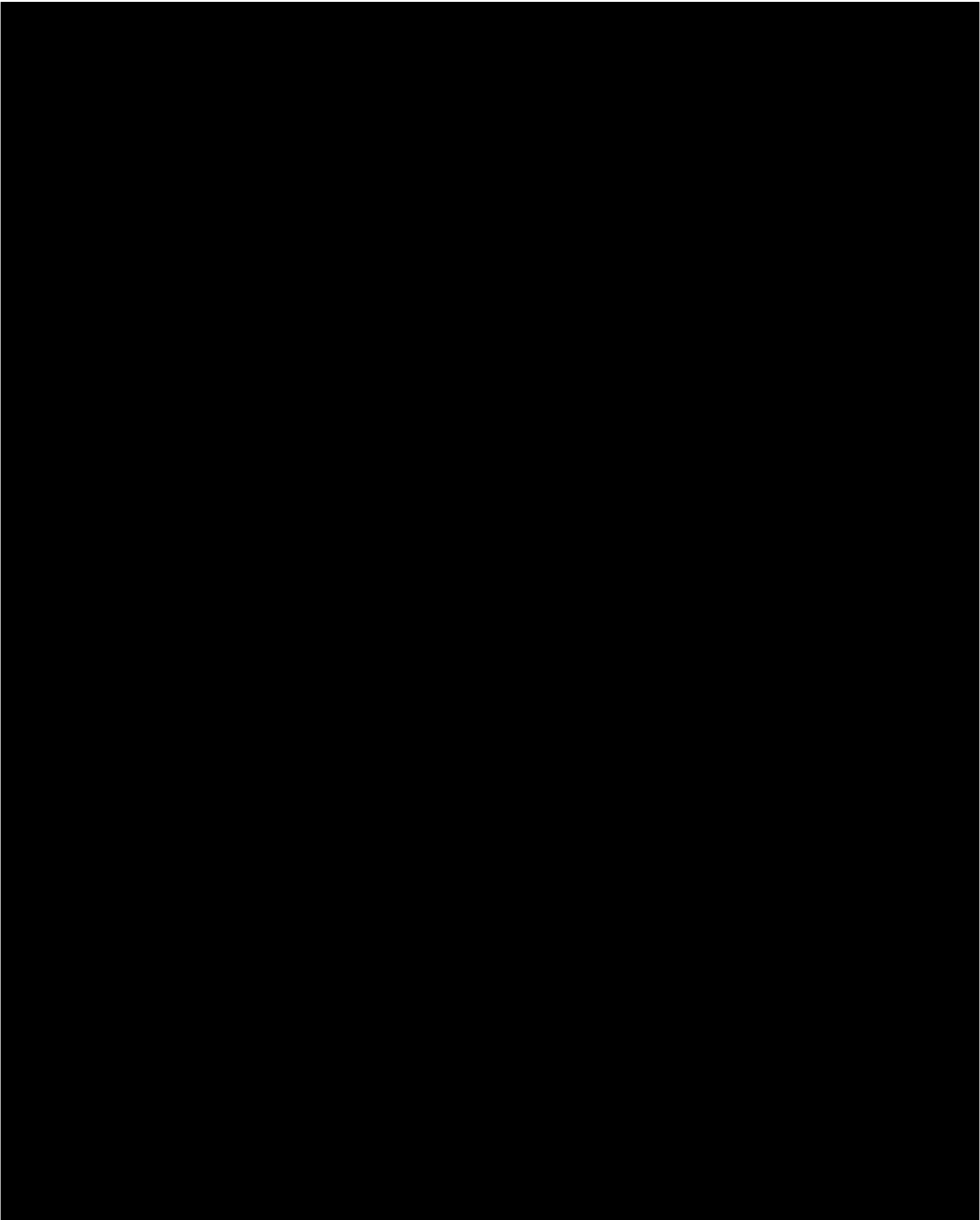


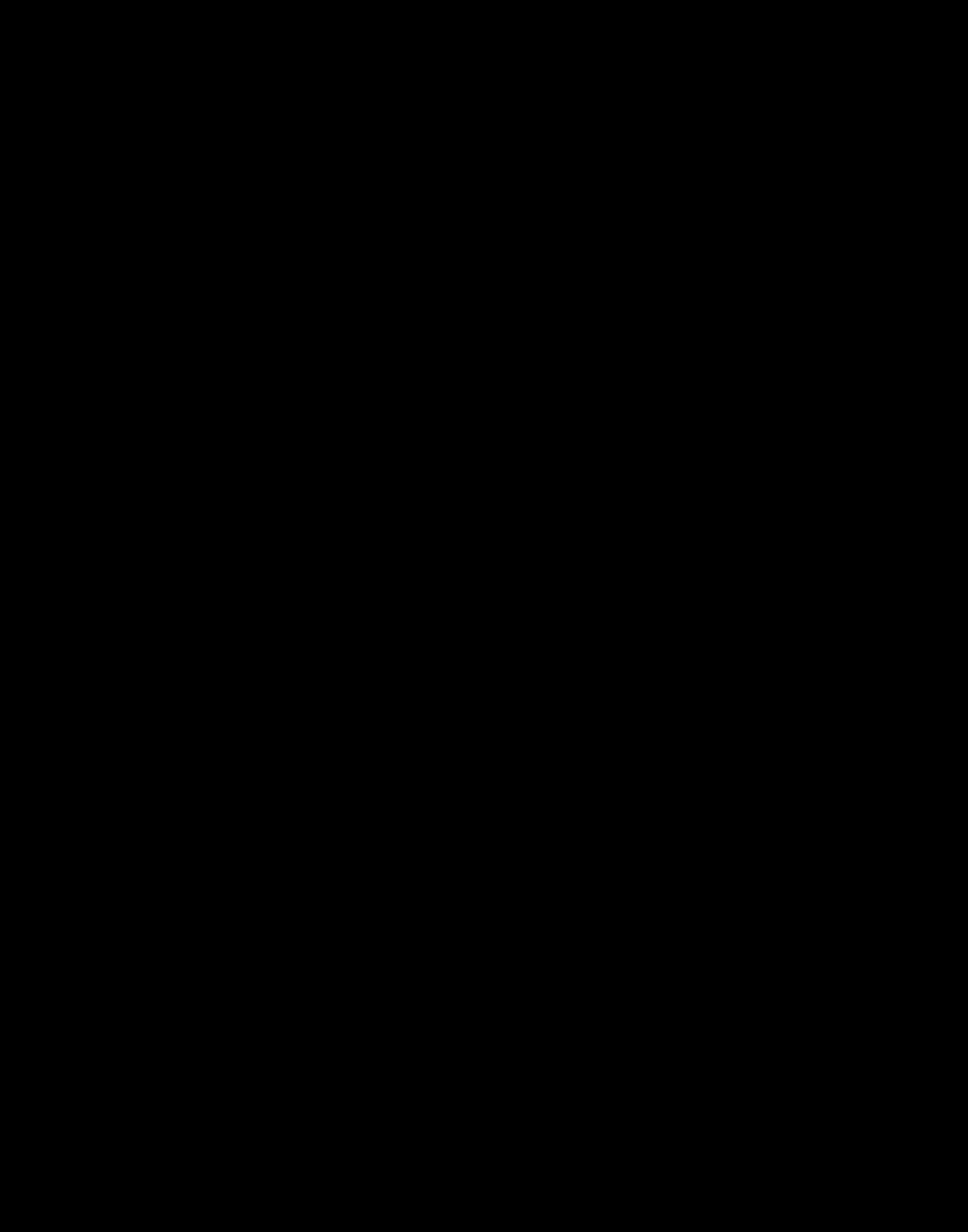


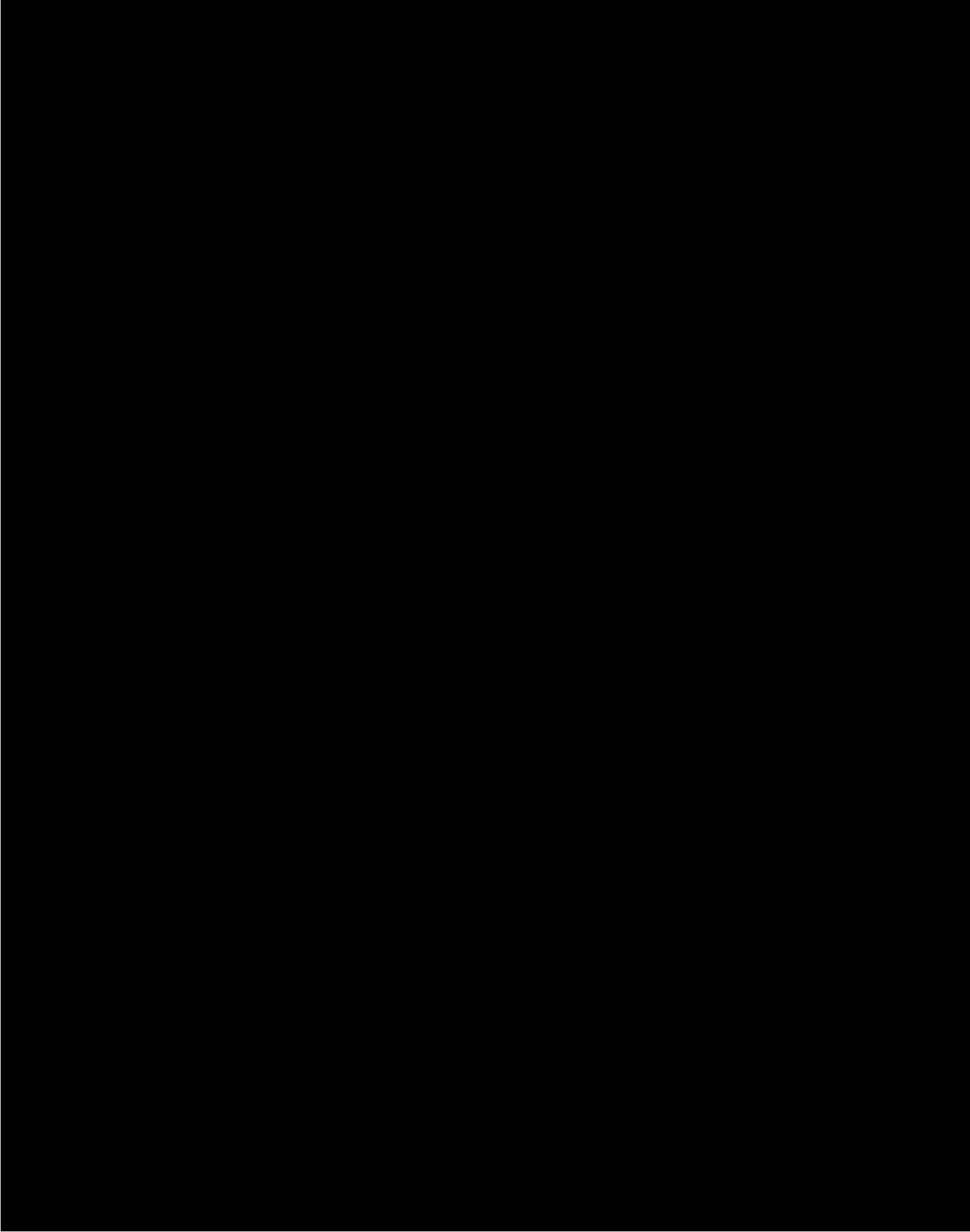


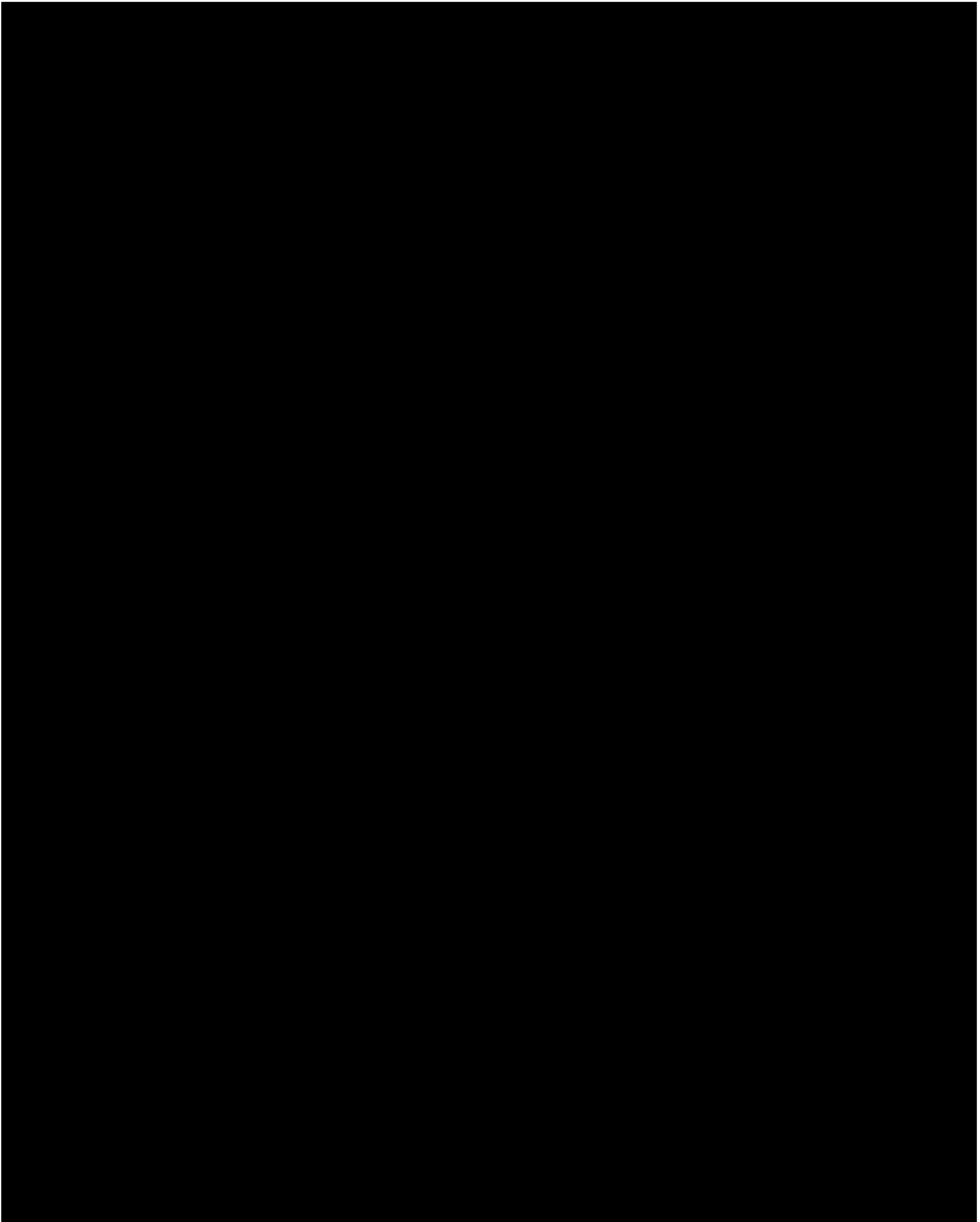


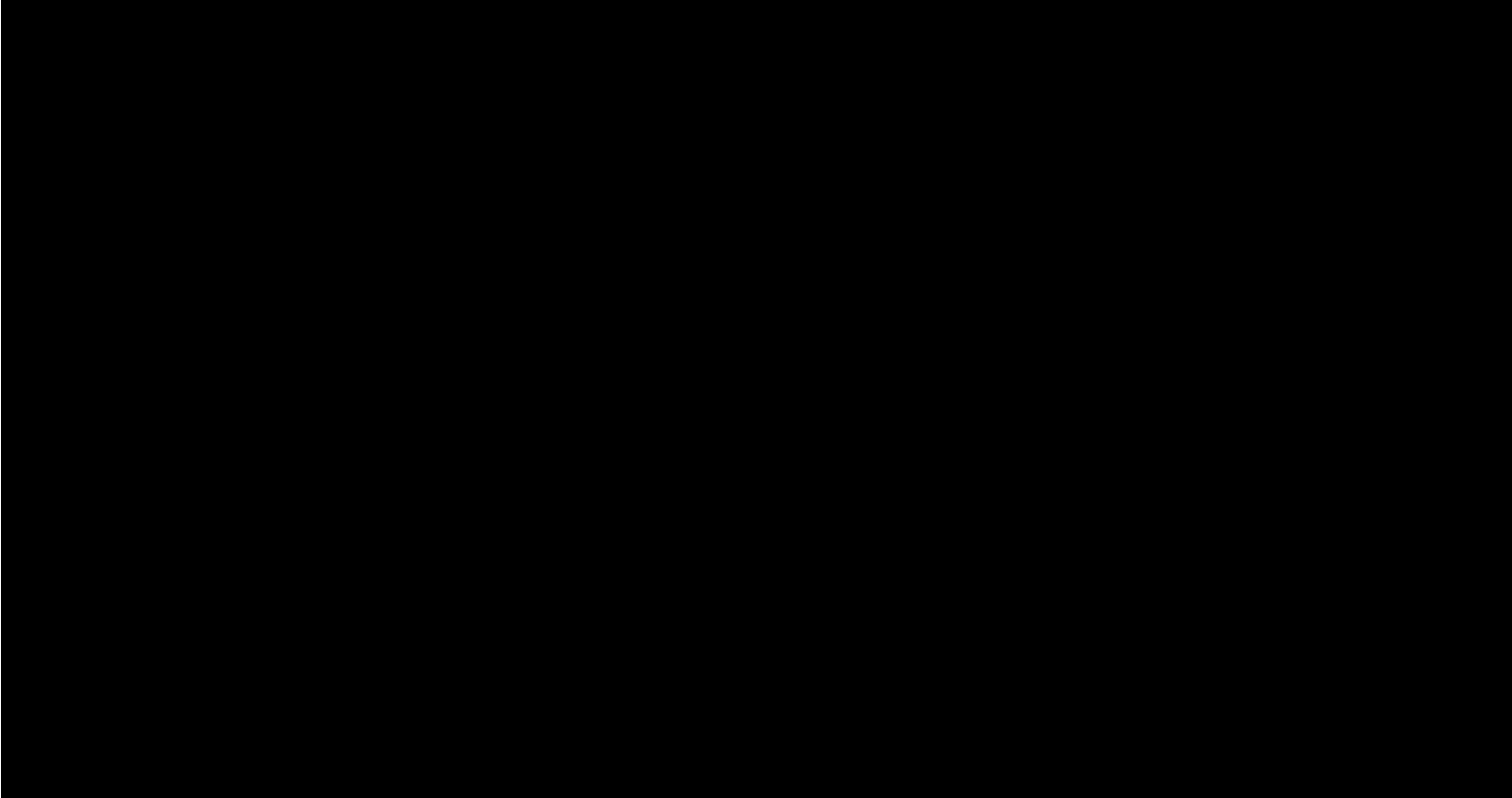












Notes

All charges are quoted in pence and exclude VAT

Charge periods

The charge periods are as follows:

- Standard: 0700 – 1900 Monday to Friday
- Weekend: 0000-2400 Saturday and Sunday
- Economy: all other times

Where a call crosses a charge period, the charges are calculated separately for each charge period, rounded, and then added together

