

Dated _____ 2015

THE SECRETARY OF STATE FOR DEFENCE
and
CONTRACTOR

CALL-OFF FORM

for the delivery of Integrated User Services under the PSN Services Framework Agreement

for Contract Number DCNS/119

Table of Contents

Contents	Page
CALL-OFF FORM	1
1 DEFINITIONS AND INTERPRETATION.....	1
2 TERMS OF CONTRACT	1
3 CALL-OFF COOPERATION AGREEMENT.....	2
4 CODE OF CONNECTION AND PSN COMPLIANCE CERTIFICATE (APPLICABLE TO ANY PSN SERVICES).....	2
5 GUARANTEE.....	2
6 GOVERNING LAW AND JURISDICTION	2
APPENDIX 1 INDIRECT CUSTOMERS	3
APPENDIX 2 INFORMATION REQUIRED FOR CALL-OFF TERMS	4
1 REPRESENTATIVES AND KEY PERSONNEL	4
2 OTHER CUSTOMER AUTHORITY PERSONNEL.....	4
3 MATERIAL SUB-CONTRACTORS	4
4 The Material Sub-contractors are listed in Consolidated Schedule 18 (<i>Material Sub- contractors</i>).COMMERCIALLY SENSITIVE INFORMATION	4
5 LIMITATIONS ON LIABILITY	4
6 STEP-IN	4
7 INDIRECT CUSTOMERS	4
8 CUSTOMER AUTHORITY REPRESENTATIVE(S).....	4
9 NOTICES	5
10 PROTECTION OF PERSONAL DATA	5
APPENDIX 3 SERVICE REQUIREMENTS AND CONTRACTOR SERVICE DESCRIPTIONS.....	6
APPENDIX 4 SERVICE LEVELS AND RELATED REMEDIES.....	7
1 GENERAL.....	7
2 SERVICE LEVELS.....	7
APPENDIX 5 STANDARDS.....	8
APPENDIX 6 SECURITY PLAN	9

APPENDIX 7 CUSTOMER AUTHORITY EQUIPMENT AND EXCLUSIVE EQUIPMENT	10
1 CUSTOMER AUTHORITY EQUIPMENT	10
2 EXCLUSIVE EQUIPMENT	10
3 ENCUMBRANCES	10
APPENDIX 8 OUTLINE IMPLEMENTATION PLAN	11
APPENDIX 9 TESTING PROCEDURES	12
1 TEST SUCCESS CRITERIA.....	12
2 TEST ISSUES	12
APPENDIX 10 CHARGING AND INVOICING	13
1 MILESTONE PAYMENTS.....	13
2 SERVICE CHARGES.....	13
3 EXPENSES	13
4 BASE CASE FINANCIAL MODEL.....	13
5 DELAY PAYMENTS	13
6 SUPPORTING DOCUMENTATION.....	13
APPENDIX 11 BENCHMARKING	14
1 APPOINTMENT OF BENCHMARKER	14
APPENDIX 12 GOVERNANCE	15
APPENDIX 13 BCDR PLAN.....	16
APPENDIX 14 TUPE AND PENSIONS	17
APPENDIX 15 SPECIAL TERMS.....	18
APPENDIX 16 CONSOLIDATED CONTRACT	19

CALL-OFF FORM

CALL-OFF FORM TO ENTER INTO A CALL-OFF CONTRACT UNDER THE PSN SERVICES FRAMEWORK AGREEMENT (reference RM1498):

Dated _____ 2015, Reference number DCNS/119

- (1) The Secretary of State for Defence, whose principal place of business is at ISS, Building 405, Westwells Road, Corsham, SN13 9NR ("**Customer Authority**"); and
- (2) British Telecommunications Public Limited Company, a company incorporated in England (Company Number: 01800000) whose registered address is at 81 Newgate Street, London, EC1A 7AJ (the "**Contractor**").

The Customer Authority re-opened competition under the Framework Agreement on 6th November 2014 and selected the Contractor to provide the Services on _____.

1 DEFINITIONS AND INTERPRETATION

- 1.1 Unless otherwise stated, defined terms used in this Call-Off Form have the meanings given in Schedule 1 (*Definitions*) of the Consolidated Contract (as defined in Paragraph 2.3 below), incorporated through Paragraph 2.1 below.
- 1.2 The Contract Date shall be _____. The Initial Term shall be five (5) years and the Effective Date shall be such date as notified to the Contractor by the Customer Authority in writing, such date not to be before 6 September 2015 or after 7 October 2015.
- 1.3 The Framework Authority wishes to avoid the situation where through completion of this Call-Off Form by the Customer Authority and the Contractor, a Call-Off Contract creates a conflict with the Framework Agreement. Therefore, if there is a conflict between a Call-Off Contract and the Framework Agreement, the Framework Agreement shall prevail to the extent of such conflict and the Customer Authority and the Contractor shall comply with the instructions of the Framework Authority (acting reasonably and in consultation with the Customer Authority and the Contractor) on how such conflict shall be resolved.

2 TERMS OF CONTRACT

- 2.1 This Call-Off Form and its appendices, together with the Call-Off Terms (including the Schedules to the Call-Off Terms) shall constitute a Call-Off Contract.
- 2.2 The Call-Off Terms are enhanced by and subject to the contents of this Call-Off Form and any of its appendices.
- 2.3 For ease of reading and certainty, the Parties have decided to set out in a consolidated contract appended to this Call-Off Form a combined set of the entire provisions of the Call-Off Terms and the Call-Off Form (the "**Consolidated Contract**"). This Consolidated Contract represents and evidences the entire agreement between the Parties in relation to the Customer Authority's call-off under the PSN Frameworks (including in relation to the delivery of the Services). Schedules to the Consolidated Contract are known as the "**Consolidated Schedules**".
- 2.4 The Services are to be provided for the benefit of:
 - 2.4.1 the Customer Authority; and

2.4.2 the Indirect Customers set out in Consolidated Schedule 28 (*Indirect Customers*).

3 CALL-OFF COOPERATION AGREEMENT

In accordance with Clause 7.4.2.2 of the Framework Agreement, the Customer Authority does not require the Contractor to enter into a Call-Off Cooperation Agreement, to be substantially in the form set out in Schedule 6.7 (*Call-Off Cooperation Agreement*) of the Call-Off Terms.

4 CODE OF CONNECTION AND PSN COMPLIANCE CERTIFICATE

4.1 As required under Clause 7.1 of the Framework Agreement, the Framework Authority approved the Customer Authority's connection to the Services by issuing a PSN Compliance Certificate dated 25 July 2014.

4.2 Without prejudice to the Contractor's obligation under Clause 38.7.4 of the Call-Off Terms, the Contractor shall promptly after the Contract Date enter into a Code of Connection and shall perform its obligations under that Code of Connection.

5 GUARANTEE

5.1 In accordance with Clause 50 of the Call-Off Terms, the Customer Authority does not require the Contractor to enter into a Guarantee substantially in the form set out in Schedule 12 (*Guarantee*) of the Framework Agreement.

6 GOVERNING LAW AND JURISDICTION

The Parties agree that this Call-Off Form and the other parts of the Consolidated Contract shall be governed by and construed in accordance with English law and, without prejudice to the Dispute Resolution Procedure, each Party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

APPENDIX 1

INDIRECT CUSTOMERS

The Indirect Customers receiving Services are specified by the Customer Authority in Consolidated Schedule 28 (*Indirect Customers*).

APPENDIX 2

INFORMATION REQUIRED FOR CALL-OFF TERMS

1 REPRESENTATIVES AND KEY PERSONNEL

The Customer Authority Representative and the Contractor Representative and the Key Personnel are set out in Consolidated Schedule 17 (*Representatives and Key Personnel*).

2 OTHER CUSTOMER AUTHORITY PERSONNEL

The Customer Authority may notify the Contractor of the identity of other Customer Authority personnel with whom the Contractor is required to liaise from time to time.

3 MATERIAL SUB-CONTRACTORS

The Material Sub-contractors are listed in Consolidated Schedule 18 (*Approved Sub-contractors*).

4 COMMERCIALLY SENSITIVE INFORMATION

The Commercially Sensitive Information is listed in Consolidated Schedule 30 (*Commercially Sensitive Information*).

5 LIMITATIONS ON LIABILITY

The applicable limitations on liability are set out in the Consolidated Contract.

6 STEP-IN

The percentage referred to in Clause 49.1.5 of the Call-Off Terms shall be as set out in Clause 51 of the Consolidated Contract.

7 INDIRECT CUSTOMERS

In accordance with Clause 53.4 of the Call-Off Terms, the Indirect Customers named in Consolidated Schedule 28 (*Indirect Customers*) may enforce the benefit of the Consolidated Contract as a third party to the extent that the Services are being provided to that Indirect Customer.

8 CUSTOMER AUTHORITY REPRESENTATIVE(S)

In accordance with Clause 1.7 of the Call-Off Terms and Clause 19.1 of the Consolidated Contract, the following representatives of the Customer Authority (including, if applicable, a service/system integrator) have been appointed to act in pursuance of any of the Customer Authority's rights or to perform any of the Customer Authority's obligations or functions under this Call-Off Contract:

- (i) Paul Beavan;
- (ii) Chris Marles; and
- (iii) such other individual as the Customer Authority may notify to the Contractor from time to time.

9 NOTICES

In accordance with Clause 59.4 of the Call-Off Terms, the addresses and other details for service of notices, as set out in the Consolidated Contract, shall apply.

10 PROTECTION OF PERSONAL DATA

In accordance with Clause 32.2.14 of the Call-Off Terms, the Contractor will not Process Customer Authority Personal Data in the following territories: See Clause 32.2.14 of the Consolidated Contract.

APPENDIX 3
SERVICE REQUIREMENTS AND CONTRACTOR SERVICE DESCRIPTIONS

See Consolidated Schedule 3 (*Service Requirements and Contractor Service Descriptions*).

APPENDIX 4

SERVICE LEVELS AND RELATED REMEDIES

The Customer Authority's requirements in relation to Service Levels and related remedies are set out in the Consolidated Contract.

1 GENERAL

- 1.1** For the purposes of Clause 10.5.1 of the Call-Off Terms, the aggregate number of Service Failures (whether the Service Failure relates to the same or to different parts of the Services) exceeds the following number and period: The relevant number set out in the Consolidated Contract.
- 1.2** For the purposes of Clause 10.8.3 of the Call-Off Terms, the aggregate number of Service Failures shall be: The relevant number set out in the Consolidated Contract.
- 1.3** For the purposes of Clause 10.8.4 of the Call-Off Terms, the aggregate number of events giving rise to Service Credits shall be: The relevant number set out in the Consolidated Contract.

2 SERVICE LEVELS

- 2.1** In accordance with Paragraph 2.1 of Part A of Schedule 2.1 (*Service Levels, Related Remedies and Performance Monitoring*) of the Call-Off Terms, the following Service Levels, Service Criteria, Service Failure Thresholds, Service Credits and Repeat Failures shall apply to this Call-Off Form: As set out in the Consolidated Contract.

APPENDIX 5 STANDARDS

In addition to the Standards set out in Schedule 6 (*Standards*) of the Framework Agreement, the Contractor shall also comply with the further Standards set out in Consolidated Schedule 6 (*Standards*).

APPENDIX 6 SECURITY PLAN

The Contractor shall comply with Consolidated Schedule 7 (*Security Requirements*).

APPENDIX 7
CUSTOMER AUTHORITY EQUIPMENT AND EXCLUSIVE EQUIPMENT

1 CUSTOMER AUTHORITY EQUIPMENT

In accordance with Clause 14.4 of the Call-Off Terms, the Contractor shall take ownership of the following Customer Authority Equipment: None

2 EXCLUSIVE EQUIPMENT

The Equipment shown as Exclusive Equipment in Consolidated Schedule 25 (*Customer Authority Equipment and Exclusive Equipment*) shall be Exclusive Equipment for the purposes of this Call-Off Contract.

3 ENCUMBRANCES

3.1 In accordance with Clause 14.8 of the Call-Off Terms and subject to Paragraph 3.2 below, the following Equipment is subject to encumbrances (such encumbrances being discharged upon payment by the Customer Authority of the amounts set out in below): Not applicable

3.2 There shall be no encumbrances of Exclusive Assets.

APPENDIX 8

OUTLINE IMPLEMENTATION PLAN

In accordance with Paragraph 2 of Schedule 4.1 (*Implementation Plan*) of the Call-Off Terms, the Outline Implementation Plan shown in Consolidated Schedule 2 (*Implementation*) is agreed by the Parties.

APPENDIX 9 TESTING PROCEDURES

1 TEST SUCCESS CRITERIA

In accordance with Paragraph 6 (*Test Success Criteria*) of Consolidated Schedule 19 (*Testing Procedures*), the following Test Success Criteria shall apply: See Consolidated Schedule 19 (*Testing Procedures*).

2 TEST ISSUES

- 2.1** In accordance with Paragraph 9.1 of Consolidated Schedule 19 (*Testing Procedures*), the following Test Issue criteria shall apply: See Consolidated Schedule 19 (*Testing Procedures*).
- 2.2** For the purposes of the definition of Material Test Issue set out in Consolidated Schedule 1 (*Definitions*), the severity levels are: See Consolidated Schedule 19 (*Testing Procedures*).

APPENDIX 10

CHARGING AND INVOICING

1 MILESTONE PAYMENTS

In accordance with Paragraph 2.1 of Part A of Schedule 5.1 (*Charges and Invoicing*) of the Call-Off Terms, the following Milestone Payments shall apply: See Consolidated Schedule 9 (*Charges and Invoicing*).

2 SERVICE CHARGES

In accordance with Paragraph 3.1 of Part A of Schedule 5.1 (*Charges and Invoicing*) of the Call-Off Terms, the following Service Charges shall apply: See Consolidated Schedule 9 (*Charges and Invoicing*).

3 EXPENSES

In accordance with Paragraph 3.5 of Part A of Schedule 5.1 (*Charges and Invoicing*) of the Call-Off Terms, the Customer Authority shall pay the following categories of expenses incurred by the Contractor during the course of performing the Services: None

4 BASE CASE FINANCIAL MODEL

The Base Case Financial Model is set out in Consolidated Schedule 10 (*Financial Model*).

5 DELAY PAYMENTS

Delay Payments are not applicable. However, Milestone Payment Reduction shall apply, as set out in Consolidated Schedule 9 (*Charges and Invoicing*).

6 SUPPORTING DOCUMENTATION

The address to which all invoices and Supporting Documentation shall be sent is as follows:

ISS

Networks Team

Building 405

Westwells Road

Corsham

SN13 9NR

APPENDIX 11 BENCHMARKING

1 APPOINTMENT OF BENCHMARKER

In accordance with Paragraph 4.1 of Schedule 5.3 (*Benchmarking*) of the Call-Off Terms, the following organisations may be appointed to carry out a Benchmark Review: See Consolidated Schedule 11 (*Value for Money*).

APPENDIX 12 GOVERNANCE

In accordance with Paragraph 3.1 of Schedule 6.1 (*Governance*) of the Call-Off Terms, the Board structures and representations set out in Consolidated Schedule 15 (*Governance*) shall apply.

APPENDIX 13

BCDR PLAN

The Contractor's draft BCDR Plan is set out in Consolidated Schedule 22 (*Business Continuity and Disaster Recovery Provisions*).

APPENDIX 14

TUPE AND PENSIONS

The provisions on TUPE and pensions are set out in Consolidated Schedule 21 (*Staff Transfer*).

APPENDIX 15 SPECIAL TERMS

The Customer Authority's special terms are set out in the Consolidated Contract.

APPENDIX 16
CONSOLIDATED CONTRACT

A copy of the Consolidated Contract is included in this Appendix 16.

SIGNED by or on behalf of the Parties on the date set out above:

For and on behalf of the Customer Authority:

Name and Title	
Signature	
Date	

For and on behalf of the Contractor:

Name and Title	
Signature	
Date	