



DPS Schedule 1 (Call-Off Award Form)

Contract Reference	C0321 Lot 13.02
The Authority	The Secretary of State of Department for Science, Innovation and Technology
The Authority's Address	100 Parliament Street, London SW1A 2BQ
The Supplier	Gigaclear Ltd
Supplier Address	Building One, Wyndyke Furlong, Abingdon, Oxfordshire, United Kingdom, OX14 1UQ
DUNS Number	21-703-2823

1 Applicable DPS Contract

This Call-Off Award Form is for the award of funding for the carrying out of the Works and provision of Outputs and is dated 10th November 2023.

It is issued under the DPS Contract with the reference number C0321.

2 Incorporated terms

The following documents are incorporated into this Call-Off Contract. If the documents conflict, the following order of precedence applies:

1. This Call-Off Award Form;
2. Core Terms;
3. Joint Schedule 1 (Definitions and Interpretation);
4. Call-Off Schedule 1 (Specification);
5. The following Schedules in equal order of precedence:

Schedule Number	Schedule Name
Joint Schedule 2	Change Forms
Joint Schedule 3	Cost Categories
Joint Schedule 4	Commercially Sensitive Information

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Joint Schedule 5	Key Subcontractors
Joint Schedule 6	Financial Distress
Joint Schedule 7	Cyber Security
Joint Schedule 8	Rectification Plan Template
Joint Schedule 9	Key Personnel
Call-Off Schedule 3	Guarantee
Call-Off Schedule 4	Financial Schedule (except for Annex 1)
Call-Off Schedule 5	Project Plan and Testing

6. Annex 1 of Call-Off Schedule 4 (Financial Schedule)

7. Call-Off Schedule 2 (Tender).

3 Contract dates

Minimum notice period for no-fault Authority termination under Clause 22.6 (Ending the Contract for convenience):	30 Days' notice
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4 Insurance

Insurance Type	Minimum limit "in the aggregate"
Professional indemnity insurance	To a minimum cover of not less than one million pounds sterling (£1,000,000) per event and in the annual aggregate
Public liability insurance	Cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds sterling (£5,000,000)
Employers' liability insurance	cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds sterling (£5,000,000);
Product liability insurance	Cover of not less than five million pounds sterling (£5,000,000) per event and in the annual aggregate

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5 Operational Integration

Other Call-Off Contracts	Applicability of Operational Integration
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6 Stage One (Network Detailed Design and Due Diligence) approach

Select whether the Supplier will be carrying out a full Stage One (Network Detailed Design and Due Diligence) or an expedited Stage One (Network Detailed Design and Due Diligence):

Full

7 Build Unit for Stage Two (Build)

Select Build Unit to be used for the calculation of Stage Two (Build) Funding Payments:

Premises Passed

8 Social Value

Select Social Value policy area to be included in the Social Value Plan.

PSV 1	PSV 2	PSV 3	PSV 4	PSV 5
		Fighting climate change	Equal opportunities	

9 Authority invoicing details

Invoicing address details:

Name	Role	Email Address	Address
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Authority Representative:

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Name	Role	Email Address	Address
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10 Supplier's contact details

Supplier Representative:

Name	Role	Email Address	Address
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Supplier Contract Manager:

Name	Role	Email Address	Address
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11 Key Subcontractors

The following entities are Key Subcontractors for the purposes of this Call-Off Contract:

Name and Registered Address	Subcontracted Works	Approximate Value of Key Subcontract
N/A	[Insert]	[Insert]
[Insert]	[Insert]	[Insert]

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12 Key Personnel

The following people are Key Personnel for the purposes of this Call-Off Contract, in addition to any Key Personnel specified in Joint Schedule 9 (Key Personnel):

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Name	Role	Responsibilities	Employer	Full Time or Part Time	Expected Duration of Role
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13 Monitored Company

The following entities are Monitored Companies for the purposes of Joint Schedule 6 (Financial Distress):

Name	Registered Address	Role
Gigaclear Ltd	Building One, Wyndyke Furlong, Abingdon, Oxfordshire, United Kingdom, OX14 1UQ	The Supplier

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14 Average Connection Life

For the purpose of calculating the Final Active Services Take-up Clawback Amounts and the Final Passive Services Take-up Clawback Amounts, the Average Connection Life is set out below:

Technology	Connection Life	Number of Premises	
FTTP	REDACTED UNDER FOIA SECTION 43: COMMERCIALLY SENSITIVE	REDACTED UNDER FOIA SECTION 43: COMMERCIALLY SENSITIVE	
Total:	REDACTED UNDER FOIA SECTION 43: COMMERCIALLY SENSITIVE	REDACTED UNDER FOIA SECTION 43: COMMERCIALLY SENSITIVE	
Average Connection Life (rounded up to the nearest Quarter):			REDACTED UNDER FOIA SECTION 43: COMMERCIALLY SENSITIVE
Average Connection Life = Connection Life for each technology multiplied by the Total Number of Eligible Premises of that Technology Type divided by the Total Number of Eligible Premises			
Example 1:			
Technology Type	Connection Life	Number of Eligible Premises	
Technology Type 1	10 years	1,000	
Technology Type 2	20 years	4,000	
Technology Type 3	30 years	2,000	
$\text{Average Connection Life} = \frac{10 * 1,000 + 20 * 4,000 + 30 * 2,000}{1,000 + 4,000 + 2,000} = \frac{150,000}{7,000} = 21.42 \rightarrow 21 \text{ years and 2 quarters}$			
The final step is rounding up to the nearest quarter			
Example 2:			
Technology Type	Connection Life	Number of Eligible Premises	
Technology Type 1	10 years	2,000	
Technology Type 2	20 years	0	
Technology Type 3	30 years	3,500	

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$$\text{Average Connection Life} = \frac{10 * 2,000 + 20 * 0 + 30 * 3,500}{2,000 + 0 + 3,500} = \frac{125,000}{5,500} = 22.72 \rightarrow 22 \text{ years and 3 quarters}$$

The final step is rounding up to the nearest quarter

15 Minimum Sub-Superfast Percentage

For the purposes of Clause 7.1(e), Eligible Sub-Superfast Percentage: 20.13%, the Minimum Sub-Superfast Committed 14.4%.

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For and on behalf of the Supplier:		For and on behalf of the Authority:	
Signature:	REDACTED UNDER FOIA SECTION 40: PERSONAL INFORMATION	Signature:	REDACTED UNDER FOIA SECTION 40: PERSONAL INFORMATION
Name:	REDACTED UNDER FOIA SECTION 40: PERSONAL INFORMATION	Name:	REDACTED UNDER FOIA SECTION 40: PERSONAL INFORMATION
Role:	REDACTED UNDER FOIA SECTION 40: PERSONAL INFORMATION	Role:	REDACTED UNDER FOIA SECTION 40: PERSONAL INFORMATION
Date:	REDACTED UNDER FOIA SECTION 43: COMMERCIALY SENSITIVE	Date:	REDACTED UNDER FOIA SECTION 43: COMMERCIALY SENSITIVE

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Annex 1 – Intervention Area UPRN List

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