

Schedule 12 - ESMCP Mobile Services Agreement

ESN User Organisation Purchase Terms

Version 1.0

CHANGE HISTORY



Version No.	Date	Details of Changes included in Update	Author(s)
1.0	01/12/2024	Execution version <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>	ESMCP

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1. DEFINITIONS AND INTERPRETATION

- 1.1. In construing this Schedule 12 (ESN User Organisation Purchase Terms), unless otherwise expressly specified in this Schedule terms defined and used in Schedule 1 (Definitions) will have the same meaning in this Schedule.
- 1.2. In this Schedule 12 (ESN User Organisation Purchase Terms), the following capitalised expressions shall have the meanings set out below:


Active Connection	 
Charges Schedule	means Schedule 7.1 (Charges and Invoicing) of the Agreement;
Self-Service Interface	means the self-service interface portal made available and hosted by the US Supplier on which the Authority may order UO Services, a User Organisation may place or request a User Organisation Order Contract and which the Supplier shall use in order to accept such requests for UO Services and/or generate a User Organisation Order Contract to be signed by the relevant parties. The Self-Service Interface may also be used (where applicable) to access the Coverage Portal and contact the ESN Service Management System;
MS Service Catalogue	means those parts of the catalogue hosted by the US Supplier containing descriptions, specifications and pricing for Airtime and Optional Service Catalogue Items provided by the Supplier being those Service Catalogue Standard Items and Service Catalogue Non-Standard Items as may be formally agreed by the Supplier and the Authority from time to time and which shall be available on the Self-Service Interface;

Service Catalogue Standard Item	means a standard item made available by the Supplier to the Authority and User Organisations pursuant to Schedule 2.1 (Services Description) as set out with firm pricing at the time of order in the MS Service Catalogue;
Service Catalogue Non-Standard Item	means a non-standard item made available by the Supplier to the Authority and User Organisations pursuant to Schedule 2.1 (Services Description) as set out in the MS Service Catalogue but where the specific pricing and specifics of any order is required to be agreed (as relevant to the detail of the order) between the Supplier and the Authority or User Organisations (as applicable) before that order can be formally placed;
User Organisation Order Contract	means a contract substantially in the form set out at Annex B (User Organisation Order Contract) to this Schedule which sets out those UO Services to be provided by the Supplier to a User Organisation and the terms of such provision where such contract is entered via the Self-Service Interface or otherwise;
UO Property Damage Liability Cap	means the liability cap set out in clause 11.4(a) of Annex B in the relevant User Organisation Order Contract; and
UO Services	means: <ul style="list-style-type: none"> a) those Service Catalogue Standard Items and Service Catalogue Non-Standard Items (including any bespoke amendments to those Service Catalogue Non-Standard Items) provided by the Supplier to the Authority under this Agreement; and/or b) any and all services provided by the Supplier to a User Organisation pursuant to a User

	<p>Organisation Order Contract including those:</p> <ul style="list-style-type: none"> i. Service Catalogue Standard Items; and ii. Service Catalogue Non-Standard Items as set out in the MS Service Catalogue including any bespoke amendments to those Service Catalogue Non-Standard Items; <p>as the context requires.</p>
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2. **UO SERVICES**

2.1. The Parties agree that:

- 2.1.1. a User Organisation may order UO Services in accordance with the procedure set out in Paragraphs 1.2 to 1.6 of Annex A (Ordering Procedure) to this Schedule;
- 2.1.2. subject to Paragraph 5.4, each User Organisation Order Contract between the Supplier and the User Organisation forms a separate contract between the relevant User Organisation and the Supplier;
- 2.1.3. each User Organisation may only enter into one User Organisation Order Contract;

- 2.1.4. User Organisations may contract under or in the name of the same contracting entity but that each User Organisation Order Contract with each applicable User Organisation forms a separate contract between the relevant User Organisation and the Supplier; and
- 2.1.5. that the Supplier shall, and the Supplier agrees to, provide UO Services to the relevant User Organisation in accordance with any agreed timescales in the relevant User Organisation Order Contract and/or as set out in the Schedule 2.1 (Services Description) of this Agreement.

- 2.2. The Authority shall be entitled to purchase and use the UO Services for itself and for the benefit of its personnel (including contractors and agents) who are engaged as part of the ESMCP Programme. In doing so, the provision of such UO Services to the Authority shall be governed by this Agreement including the payment provisions hereunder and shall be requested via a Change Request. The Supplier shall invoice the Authority for such UO Services pursuant to this Agreement and the Authority shall not be required to enter the User Organisation Order Contract in respect of such UO Services. Where such Change Request is for the purchase of Active Connections by the Authority in the capacity of completing activities for the purposes of testing and/or Trials to access and use the MS Network the Supplier shall not be entitled to request or require the Authority to supplement

the terms of this Agreement with any of the content of the User Organisation Order Contract in this regard. The Parties recognise that where Active Connections are to be formally deployed (other than for testing and/or Trials) the Parties shall, acting reasonably, consider any appropriate User Organisation Order Contract terms as part of the Change Control Procedure for such Change Request.

- 2.3. The Authority shall authorise organisations to be User Organisations entitled to be able to enter into User Organisation Order Contracts with the Supplier by way of identifying them as User Organisations within Annex A (User Organisations) of Schedule 2.1 (Services Description) of this Agreement. The Supplier shall not accept any User Organisation Order Contract Order or enter into a User Organisation Order Contract with any entity or organisation that is not a User Organisation. Any such contract shall be deemed void from the outset. The Supplier is responsible for ensuring that an organisation is duly listed in Annex A to Schedule 2.1 (*Services Description*) prior to accepting or purporting to accept a User Organisation Order Contract.
- 2.4. The Authority does not warrant, represent or guarantee:
- 2.4.1. the number of User Organisations it may authorise;
 - 2.4.2. the number of User Organisations that may award/enter into a User Organisation Order Contract with the Supplier, or
 - 2.4.3. that it will authorise an organisation to be listed as a User Organisation under Annex A to Schedule 2.1 (*Services Description*) to this Agreement.
- 2.5. 
- 2.6. In entering into each User Organisation Order Contract with a User Organisation, the Supplier shall not amend any terms of the User Organisation Order Contract from the proforma form set out at Annex B (*User Organisation Order Contract*) unless such change has been agreed in writing by the Authority (acting reasonably). The Supplier shall request from the Authority that such written approval provides whether the change sought to be approved is a general change, suitable for any User Organisation Order Contract or as a specific change for the User Organisation concerned. Such written approval shall require the Supplier to seek the prior approval from the Authority of any additional special terms and conditions for bespoke Service Catalogue Non-Standard Items that a User Organisation may be asked to accept when ordering UO Services from the Supplier on the Self-Service Interface (or otherwise). In all circumstances the main body of the User Organisation Order Contract shall take precedence and shall not be modified by the special terms and conditions for bespoke Service Catalogue Non-Standard Items. The Supplier shall, in supplying a User Organisation with Service Catalogue Non-Standard Items that require additional property rights at User Organisation controlled, owned or occupied premises, ensure that any requested additional property rights are sought on terms that are

in accordance with Good Industry Practice ([REDACTED]). Subject to the above, the Parties have agreed that the Supplier shall be permitted to agree bespoke terms in relation to specific items with a User Organisation as follows where such terms are directly related to the Service Catalogue Non-Standard Item(s) concerned:

2.6.1. [REDACTED]

- 2.7. The Supplier shall not amend any terms of any User Organisation Order Contracts, once entered with any User Organisations, unless such change has been agreed in writing by the Authority (acting reasonably). The Supplier and a User Organisation, as parties to a User Organisation Order Contract, shall be permitted to agree between themselves to amend the quantities and categories of Service Catalogue Standard Items and/or Service Catalogue Non-Standard Items provided in accordance with such User Organisation Order Contract by amending the relevant User Organisation Order Contract. Where additional UO Services are ordered by a User Organisation that require additional contractual terms, provided those terms are approved terms within the scope of Paragraph 2.6, relate directly to the additional UO Service(s) being purchased and the User Organisation agrees to such additional terms, such terms shall be incorporated into the User Organisation Order Contract upon confirmation of the order of additional UO Services.
- 2.8. Within [REDACTED] of entering into a User Organisation Order Contract with a User Organisation the Supplier shall:
- 2.8.1. confirm to the Authority that the User Organisation Order Contract has been executed; and
 - 2.8.2. provide a copy of the User Organisation Order Contract to the Authority by submitting a copy to the Virtual Library.
- 2.9. The Supplier shall report to the Authority, within [REDACTED] after the end of each Month (**Month A**), in respect of Month A:
- 2.9.1. the identity of each User Organisation which has a User Organisation Order Contract in place with the Supplier to purchase UO Services;
 - 2.9.2. the UO Services contracted for by each User Organisation including details of the numbers of subscriptions, units or otherwise and by charge number are being purchased by each User Organisation as at the first and last day of Month A; and
 - 2.9.3. the numbers of subscriptions (by type), units or otherwise purchased by all User Organisations as at the first and last day of Month A.
- [REDACTED]

- 2.10. The Parties acknowledge that the US Supplier is required to provide to the Authority a copy of all invoices that the US Supplier issues to a User Organisation on behalf of the Supplier, within [REDACTED] of issuing such invoice by submitting a copy to the Virtual Library.
- 2.11. The Supplier agrees that all UO Services provided to User Organisations rely on the provision of the MS Network provided to the Authority under this Agreement in order to work. The Supplier acknowledges and agrees that given the reliance of the UO Services on the MS Network, except to the extent Authority Cause or Buyer Cause (of the relevant User Organisation) applies and such Authority Cause and/or Buyer Cause directly prevents the Supplier from providing the relevant UO Services to the relevant User Organisation, a failure of the MS Network in breach of the terms of this Agreement shall constitute a failure of the relevant UO Services under the User Organisation Order Contracts where the User Organisation(s) cannot access the MS Network and/or UO Services.
- 2.12. If the Supplier has failed to comply with its obligations under this Agreement and can demonstrate that such Supplier Non-Performance would not have occurred but for a Buyer Cause, then this shall constitute an Authority Cause under this Agreement solely in relation to that User Organisation under its User Organisation Order Contract and solely to the extent applicable to the sub-set of Services which forms part of the UO Services under such User Organisation Order Contract, and hence Clause 30 of this Agreement shall apply (subject to the Supplier fulfilling its obligations in Clause 30), and provided that the Supplier shall only be entitled to claim the relief set out in limbs (i) and (ii) of Clause 30.1 in respect of that Authority Cause.

2.13.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3. PRICES FOR UO SERVICES

- 3.1. The Supplier's prices for the UO Services are:

- 3.1.1. for Service Catalogue Standard Items those charges as set out in the Charges Schedule (as amended from time to time in accordance with this Agreement) where such charges are as set out in an extract to that schedule and displayed on the Self-Service Interface where the Supplier provides those charges to the US Supplier to display on the Self-Service Interface; and [REDACTED]
- 3.1.2. for Service Catalogue Non-Standard Items those charges as formulated using the unit pricing as set out the Charges Schedule / the MS Service Catalogue (each as amended from time to time in accordance with this Agreement) where such charges are as set out in an extract to that schedule and displayed on the Self-Service Interface and agreed by a User Organisation prior to entry of the User Organisation Order Contract. [REDACTED]
- 3.2. The Supplier may only update the prices of the UO Services in accordance with the Charges Schedule and the Change Control Procedure.
- 3.3. The Supplier shall ensure that it provides to the US Supplier updated pricing for the UO Services when any pricing updates are made indicating to the US Supplier when the new pricing applies from and when such pricing changes should be updated on the MS Service Catalogue.
4. **NO AWARD OR AMENDMENT**
- 4.1. The Supplier agrees that nothing in this Agreement shall oblige the Authority and/or a User Organisation to enter into any User Organisation Order Contract.
5. **RESPONSIBILITY FOR CHARGES INCURRED BY USER ORGANISATIONS**
- 5.1. Save as set out in Paragraph 5.5, where the Supplier provides UO Services to a User Organisation the relevant User Organisation shall be responsible for payment for such UO Services.
- 5.2. Save as set out in Paragraph 5.5, the Supplier acknowledges and agrees that where the Supplier provides UO Services to a User Organisation [REDACTED]
- 5.3. Save where expressly agreed by the Authority in writing, the Supplier shall not provide any UO Services to any individual User Organisation unless the Supplier and relevant User

Organisation have entered the User Organisation Order Contract whereby the User Organisation becomes responsible for payment for its use of the UO Services.

- 5.4. The Supplier acknowledges that there may be User Organisations who are required to contract in the name of the Authority, where the Authority shall be entitled to enter a User Organisation Order Contract as the contracting entity for that User Organisation. The Supplier agrees that each such applicable User Organisation Order Contract forms a separate contract between the Authority (acting as the contracting entity on behalf of the relevant User Organisation) and the Supplier.

5.5.



6. TERMINATION OF USER ORGANISATION ORDER CONTRACTS BY THE SUPPLIER

- 6.1. Save where expressly agreed in writing by the Authority, the Supplier acknowledges and agrees that the Supplier shall not be entitled to:
- 6.1.1. terminate the User Organisation Order Contract; or
 - 6.1.2. suspend its delivery of UO Services and any relevant sub-set of the Services it provides to an individual User Organisation under a User Organisation Order Contract save in the circumstances set out in paragraph 6.2.
- 6.2. The Supplier may suspend its delivery of the UO Services and any relevant sub-set of the Services it provides to a User Organisation:
- 6.2.1. subject to paragraph 6.3, if such User Organisation is in default of payment of the requisite number of valid and undisputed invoices from the Supplier in accordance with Clause 10.6(b) of its User Organisation Order Contract; and
 - 6.2.2. on the condition that such suspension will not impact the Services provided to the Authority (save for the relevant sub-set of the Services to the single User Organisation which are suspended) nor the Services or UO Services provided to any other User Organisations (as applicable) (save for the relevant sub-set of the Services or UO Services to the single User Organisation which are suspended).
- 6.3. When the relevant User Organisation is no longer in default of the payment(s) triggering suspension in accordance with Clause 10.6(b) of its User Organisation Order Contract the

Supplier shall restore the UO Services and any relevant sub-set of the Services provided to the relevant User Organisation as soon as reasonably practicable after the date of payment and in recognition of the critical nature of the services. The Supplier shall take steps to prioritise re-connecting the relevant User Organisation.

- 6.4. The User Organisation shall remain liable for all charges under the relevant User Organisation Order Contract during any period of suspension.
- 6.5. The Supplier acknowledges and agrees that it may be required by the Authority by notice in writing to terminate a User Organisation Order Contract where such a User Organisation Order Contract is in place for an organisation that is no longer to be listed as a User Organisation under Annex A to Schedule 2.1 (Services Description) or where the Authority directs that such organisation is no longer authorised to be in receipt of UO Services and/or access ESN. In such circumstances, the Supplier shall comply with the request of the Authority on a reasonable timescale as directed by the Authority in the Authority's notice in writing or otherwise agreed by the Parties in writing. The Authority acknowledges and agrees that from such time for termination set out in the Authority's notice (or otherwise agreed by the Parties in writing in accordance with foregoing), the Supplier shall have no further obligation to provide any Services to such User Organisation under this Agreement or to provide any UO Services to the User Organisation under the User Organisation Order Contract.
- 6.6. Where the Supplier becomes aware that a User Organisation with a User Organisation Order Contract is no longer listed as a User Organisation under Annex A to Schedule 2.1 (Services Description) the Supplier shall seek direction from the Authority as to whether the User Organisation Order Contract should be terminated before taking any action to terminate such contract.
- 6.7. Further to paragraphs 2.1 and 5.4, the Supplier agrees that each applicable User Organisation Order Contract forms a separate contract between the relevant User Organisation (or its respective contracting entity, as applicable) and the Supplier. Accordingly, the Supplier agrees that where it has more than one User Organisation Order Contract that it has entered into with the Authority as the contracting entity for two or more separate User Organisations, and/or where a different contracting entity has entered into two or more separate User Organisation Order Contracts for two or more separate User Organisations, then each applicable User Organisation Order Contract forms a separate contract between the Authority (acting on behalf of the relevant User Organisation) and the Supplier and/or the relevant contracting entity and the Supplier (as applicable). In such circumstance where the Supplier has a right to suspend the provision of its delivery of UO Services to a User Organisation under a User Organisation Order Contract where such User Organisation is in default of payment of valid and undisputed invoices from the Supplier in accordance with Clause 10.6(b) of the User Organisation Order Contract, that right shall only arise in the User Organisation Order Contract in question and shall not arise in any other User Organisation Order Contract that the Supplier has entered into with the Authority or the contracting entity in question (as relevant) unless that right has arisen solely in relation to the User Organisation Order Contract in question.

7. **DISPUTES**

- 7.1. At the Authority's sole discretion, if a Dispute arises under any User Organisation Order Contract, the Supplier agrees that:
- 7.1.1. the Authority may elect to take conduct of the Dispute on behalf of the User Organisation and the provisions of Schedule 8.3 (Dispute Resolution Procedure) of this Agreement shall apply; and
 - 7.1.2. if the Dispute is not resolved in accordance with Schedule 8.3 (Dispute Resolution Procedure) of this Agreement, or at any other time, the Authority may, on written notice to the Supplier, elect to transfer conduct of the Dispute to the relevant User Organisation.
- 7.2. Where a Dispute arises between the Supplier and any User Organisation under a User Organisation Order Contract (including where any Dispute Notice is served by either party on the other) the Supplier shall notify the Authority with details of the Dispute as soon as reasonably practicable but in any event within [REDACTED].

8. **ADDITIONAL OR REDUCED UO SERVICES**

- 8.1. The Supplier acknowledges and agrees that the Authority acting on its own behalf (in accordance with Paragraph 2.2) and any User Organisation which has entered a User Organisation Order Contract with the Supplier:
- 8.1.1. shall, subject to Paragraph 8.2, be able to order new or further Service Catalogue Standard Items including a volume increase to Service Catalogue Standard Items that it is already purchasing by way of amending its overall requirements under its existing User Organisation Order Contract (where applicable) via the Self-Service Interface. Additional charges for the additional Service Catalogue Standard Items shall be calculated in accordance with the then current prices (including any tier volume pricing) displayed in the MS Service Catalogue for such additional Service Catalogue Standard Items and apply from the date from which the Authority and/or User Organisation (as applicable) commences receipt of such additional Service Catalogue Standard Items; [REDACTED]
 - 8.1.2. shall, subject to Paragraph 8.2, be able to request new or additional Service Catalogue Non-Standard Items including a volume increase to Service Catalogue Non-Standard Items that it is already purchasing by way of amending its overall requirements under its existing User Organisation Order Contract (where applicable) via the Self-Service Interface. Additional charges for the new or additional Service Catalogue Non-Standard Items shall be calculated by reference to the charges that have been accepted by the Authority and/or the User Organisation (as applicable) when ordering the new or additional Service Catalogue Non-Standard Items and apply from the date from which the User Organisation commences receipt of such

new or additional Service Catalogue Non-Standard Items;

- 8.1.3. shall, subject to Paragraph 8.2, be able to remove or reduce Service Catalogue Standard Items including a volume decrease to Service Catalogue Standard Items that it is already purchasing by way of amending its overall requirements under its existing User Organisation Order Contract (where applicable) via the Self-Service Interface. Changes shall take effect within [REDACTED] (or such other longer time frame that the Authority or relevant User Organisation requests) and such charges for the removed or reduced items shall stop immediately once the removal or reduction takes effect (such period to be within [REDACTED] (or such other longer time frame that the Authority or relevant User Organisation requests); and/or

[REDACTED]

- 8.1.4. shall, subject to Paragraph 8.2, be able to remove or reduce Service Catalogue Non-Standard Items including a volume decrease to Service Catalogue Non-Standard Items that it is already purchasing by way of amending its overall requirements under its existing User Organisation Order Contract (where applicable) via the Self-Service Interface. Changes shall take effect [REDACTED] (or such other longer time frame that the Authority or relevant User Organisation requests) and such charges for the removed or reduced items shall stop immediately once the removal or reduction takes effect (such period to be within [REDACTED] (or such other longer time frame that the Authority or relevant User Organisation requests).

- 8.2. The Parties agree that for those Service Catalogue Standard Items as listed in the table set out in Paragraph 8.3 below, where the Authority purchases such Service Catalogue Standard Items for itself (in accordance with Paragraph 2.2) it will be required to contract for [REDACTED] (the “Minimum Term”) for each individual connection when such connection is first connected to become an Active Connection. Once such Minimum Term for an individual connection has expired, the relevant connection shall move onto a rolling month-to-month connection whereby the Authority shall be entitled to cancel such connection in accordance with Paragraph 8.1 [REDACTED]. Where a connection is ordered such connection shall not be charged until that connection has been activated and becomes an Active Connection and the Minimum Term shall commence at the date of such connection. [REDACTED]

[REDACTED] Notwithstanding the foregoing, Minimum Term commitments will co-terminate at the end of the Term [REDACTED].

- 8.3. The Supplier confirms that where a device (or connection) is lost or damaged and the

Authority receives a replacement SIM card (or equivalent) for the one that is lost or damaged, that additional SIM card (or equivalent) will not count as an additional or new connection and any existing Minimum Term shall continue (and not recommence) and no new Minimum Term shall apply.

Service Catalogue Standard Item	Minimum Term applies as set out in Paragraph 8.2
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

9. **CHANGES TO UO SERVICES**

[REDACTED]

9.1. The Parties agree that changes to the pricing of Service Catalogue Standard Items or Service Catalogue Non-Standard Items (including by way of indexation where applicable) and the specification of UO Services as amended under this Agreement shall apply to the UO Services being provided to User Organisations pursuant to User Organisation Order Contracts. The Parties agree that changes to the pricing of Service Catalogue Standard Items [*insert line codes*] are amended by way of reference to tariff changes under the Charges Schedule. Where charges for Service Catalogue Standard Items or Service Catalogue Non-Standard Items are changed the extract to the Charges Schedule shall be updated and the Supplier pass such updated charges to the US Supplier to display such updating pricing on the Self-Service Interface.

9.2. Where there are any changes to Schedule 2.1 (Services Description) or Schedule 7.1 (Charges and Invoicing) that would impact UO Services whether by way of amended pricing or specification, the Supplier shall notify each such affected User Organisation as soon as reasonably practicable but in any event before any new pricing or change in the UO Services starts to apply.

[REDACTED]

10. [REDACTED]

10.1. [REDACTED]



10.2. Subject to Clauses 11.1 and 11.3 (*Unlimited Liability*) and Clause 11.6 (*Consequential losses*) of the User Organisation Order Contracts, the Supplier's aggregate liability in respect of loss of or damage to the premises of User Organisations or other property or assets of User Organisations (including technical infrastructure, assets or equipment but excluding any loss or damage to Buyer Data (as defined in the User Organisation Order Contract) or any other data) that is caused by UO Defaults of the Supplier occurring in each Contract Year shall in no event exceed [REDACTED] (the "Aggregate UO Property Cap").

10.3. The Parties acknowledge and agree that:

- 10.3.1. the Aggregate UO Property Cap shall operate independently of and in addition to the liability cap set out in Clause 24.4(a) (*Financial and Other Limits*) which applies between the Supplier and the Authority;
- 10.3.2. as acknowledged by Clause 11.4A in each User Organisation Order Contract, the UO Property Damage Liability Cap in each User Organisation Order Contract is subject to the Aggregate UO Property Cap and the provisions of this Paragraph 10 of this Schedule 12 (*ESN User Organisation Purchase Terms*);
- 10.3.3. the Supplier shall be entitled to settle and/or accept liability that would fall to be included in the Aggregate UO Property Cap under relevant User Organisation Order Contracts [REDACTED] and
- 10.3.4. the Supplier shall inform relevant User Organisations as to the availability or otherwise of the Aggregate UO Property Cap and the relevance of this to the Supplier's ability to make financial payments in settling claims.

10.4. The Supplier shall report to the Authority [REDACTED] of the end of each calendar month during each Contract Year with details of:

10.4.1. any claim including any relevant dispute that has arisen and/or any letter before claim that has been made by a User Organisation against the Supplier during the calendar month that has just ended that would fall within or be claimed against the Aggregate UO Property Cap including:

10.4.1.1. the nature and detail of the claim including how the claim arose;

- 10.4.1.2. the date of the occurrence that gave rise the claim and the relevant Contract Year to which the claim attaches; and
- 10.4.1.3. the value of the claim (if any) made by the User Organisation; and
- 10.4.2. any ongoing claims that are in progress that have previously been made by a User Organisation against the Supplier that would fall within or be claimed against the Aggregate UO Property Cap including:
 - 10.4.2.1. an update on the status of each claim and any new or additional relevant details that have become known about the claim;
 - 10.4.2.2. any updated value (if any) attached to each claim as made by the User Organisation;
 - 10.4.2.3. confirmation of the date of the occurrence that gave rise to each claim and the relevant Contract Year to which each claim relates; and
 - 10.4.2.4. the Supplier's latest view of each claim and any alternative value, if any, attached to the relevant claim.
- 10.5. In the monthly report submitted by the Supplier pursuant to Paragraph 10.4 the Supplier shall report separately in respect of each and every Contract Year to date:
 - 10.5.1. the aggregate value of any and all claims already paid to a User Organisation by the Supplier that fall within the relevant Aggregate UO Property Cap (the **"Paid UO Property Claim Value"**);
 - 10.5.2. the aggregate value of any new and ongoing claims that would be paid (if successful) from the relevant Aggregate UO Property Cap where the value of such claim(s) shall be the value claimed by the User Organisation concerned rather than the Supplier's assessment of the value of the claim(s) (save that where no value has been claimed by the User Organisation concerned the Supplier shall use its reasonable estimate for such value and provide a brief explanation of its rationale for arriving at such estimate within the quarterly report) (such aggregate sum being the **"Ongoing UO Property Claim Value"**); and
 - 10.5.3. the total aggregate value of the Paid UO Property Claim Value and the Ongoing UO Property Claim Value where such aggregate value for a Contract Year shall be known as the **"Contract Year UO Property Claim Value"**).
- 10.6. Where at any time the Supplier becomes aware (or where informed by the Authority) that either:
 - 10.6.1. the Paid UO Property Claim Value (as calculated pursuant to Paragraph 10.5.1) for any Contract Year is [REDACTED], and/or

10.6.2. the Contract Year UO Property Claim Value (as calculated pursuant to Paragraph 10.5.3) for any Contract Year is [REDACTED],

then such occurrence (the “**Aggregate UO Property Cap Trigger**”) shall constitute a material Default for the purposes of Clause 26.1(c) and the remaining provisions of Clause 26 shall apply provided that:

- (a) where the Aggregate UO Property Cap Trigger is in relation to a previous Contract Year, the Supplier shall (acting reasonably) consider and take into account in the draft Rectification Plan any relevant claims history in relation to the relevant Contract Year (including any lessons learnt from such claims) and whether any underlying issues have been resolved; and
- (b) where the Aggregate UO Property Cap Trigger is in relation to the current Contract Year:
 - (i) Clause 26.6(c) shall be construed as the steps which the Supplier proposes to take to prevent such Notifiable Default from recurring and any further encroachment into the Aggregate UO Property Cap, including timescales for such steps; and
 - (ii) in proposing such steps, the Supplier shall: (aa) (acting reasonably) consider the nature and extent of the property damage claims arising; and (bb) propose any interim steps that the Supplier considers appropriate (acting reasonably) to reduce the likelihood the occurrence of similar claims (including ceasing to attend certain sites or suspending certain activities) in the fulfilment of the agreed Rectification Plan.

10.7. The Supplier acknowledges and agrees that it will be necessary for any User Organisation contemplating ordering UO Services from the Supplier to be able to understand the availability or otherwise of the Aggregate UO Property Cap in each Contract Year. Accordingly, the Supplier has agreed to make available (at not less than a [REDACTED] [REDACTED] for display on the Self-Service Interface the current status of the Aggregate UO Property Cap in the current Contract Year and each preceding Contract Year. Where a User Organisation wishes to purchase UO Services (other than a survey) under a new User Organisation Order Contract (or additional UO Services under an existing User Organisation Order Contract) the Supplier shall ensure that it makes such User Organisation aware of the current status of the availability or otherwise of the Aggregate UO Property Cap in the Contract Year in question so that a User Organisation can make an informed choice over whether to proceed with, no longer proceed with or delay such order.

10.8 In circumstances where the trigger in Paragraph 10.6.2 is met in any Contract Year the consequences set out in Paragraph 10.6 shall apply. However, where the Supplier becomes aware that the trigger set out in Paragraph 10.6.2 is no longer met in for a Contract Year due to the settlement or withdrawal of a claim(s) it shall notify the Authority providing full details settling out why the trigger is no longer met. The Authority shall consider such information

and where it is satisfied (acting reasonably) that the trigger in Paragraph 10.6.2 no longer applies then the Rectification Plan Process in respect of such trigger shall be paused. The Supplier agrees that the Rectification Plan Process shall recommence at any time in the event that the Supplier becomes aware that the trigger in Paragraph 10.6.2 has again been met for the applicable Contract Year.

11. **FORCE MAJEURE**

- 11.1. Where a Force Majeure Event (as defined in the User Organisation Order Contract) results in the Supplier failing to perform its obligations under more than one User Organisation Order Contract, the Supplier shall be entitled to receive the Charges (as defined in the User Organisation Order Contract) payable under the relevant User Organisation Order Contract (or a proportional payment of them) only to the extent that the relevant UO Services (or part of the UO Services) continue to be performed in accordance with the terms of the User Organisation Order Contract during the occurrence of the Force Majeure Event.

12. **PROTECTION OF PERSONAL DATA**

- 12.1. In order to seek to ensure that the content of Annex 2 (Processing Personal Data) to each User Organisation Order Contract reflects the relevant activities envisaged under a User Organisation Order Contract and to ensure appropriate ongoing protections for Data Subjects, the Parties agree to include consideration of Annex 2 (Processing Personal Data) of Annex B to this Schedule as part of the joint review and updating of details of data processing activities to be undertaken pursuant to Clause 22.1 of the Agreement and, as an outcome of that exercise, to update Annex 2 (Processing Personal Data) of the template User Organisation Order Contract within Annex B of Schedule 12 accordingly with the relevant agreed Processing activities.

13. **EXIT PLAN**

- 13.1. The Parties have agreed that in preparation of the Draft Exit Plan pursuant to Paragraph 5 of Schedule 8.5 (Exit Management) the Supplier shall also include within the Draft Exit Plan the Supplier's proposed methodology for achieving an orderly transition of UO Services under a User Organisation Order Contract from the Supplier to the relevant User Organisation and/or a replacement supplier to a User Organisation (the **UO Services Exit Plan**). The UO Services Exit Plan shall be agreed between the Authority and the Supplier in accordance with Schedule 8.5 (Exit Management). The Authority shall be entitled to inform User Organisations of the content of the UO Services Exit Plan (as amended from time to time).
- 13.2. Schedule 8.5 (Exit Management) of the Home Office Contract and the Draft Exit Plan shall address the orderly transition of the Services from the Supplier to the Authority and/or its Replacement Supplier on the expiry or termination of this Agreement, which will also cover issues affecting the User Organisation Order Contracts (including, without limitation, data retention). Mobile Number Portability will be managed in accordance with this Agreement.

13.3. The Supplier shall agree (where required by a User Organisation) such of the following arrangements with the User Organisations in relation to its exit as are relevant to purchases made by that User Organisation in the context that:

- 13.3.1. Clauses 10.9 to 10.11 of each User Organisation Order Contract provides for the supply of any termination assistance services (where applicable) being made available to a User Organisation including after the expiry of a User Organisation Order Contract and for the provision of continued UO Services depending on the Termination Services requested by the Authority under Schedule 8.5 (Exit Management). Any Minimum Term commitments for Active Connections shall not apply during any termination assistance services and shall fall away at the expiry of a User Organisation Order Contract;
- 13.3.2. Annex 6 (Service Specific Terms) of each User Organisation Order Contract sets out provisions governing title to, and the decommissioning (where applicable) of, Buyer Owned Equipment, Active Equipment and Passive Equipment (each as defined in Annex 6 (Service Specific Terms) of the User Organisation Order Contract)) including that each User Organisation may order a decommissioning service from the MS Service Catalogue on the Self-Service Interface;
- 13.3.3. Annex 8 of each User Organisation Order Contract governs any applicable transfer of employees to a Replacement Supplier or Replacement Sub-contractor (each as defined in each User Organisation Order Contract); and
- 13.3.4. each User Organisation may purchase from the Supplier such items [REDACTED] [REDACTED] from the MS Service Catalogue on the Self-Service Interface that it may require in order to support its exit under the relevant User Organisation Order Contract, as arranged between the User Organisation and the Supplier. Such purchases shall be at the day rates or other charges displayed in the MS Service Catalogue on the Self-Service Interface where such order is to be agreed between the parties to the relevant User Organisation Order Contract.

Annex A - Ordering Procedure

1.1. Provided that a User Organisation:

- 1.1.1. is authorised by the Authority to order UO Services under this Agreement;
- 1.1.2. has been given access to the Self-Service Interface by the Authority;
- 1.1.3. concludes that its requirements can be met by the UO Services that the Supplier is capable of providing;
- 1.1.4. can review the pricing for the UO Services it wishes to purchase on the Self-Service Interface;
- 1.1.5. accepts that the terms and conditions set out in Annex B (*User Organisation Order Contract*) of this Schedule 12; and
- 1.1.6. accepts any additional special terms and conditions for bespoke Service Catalogue Non-Standard Item presented to it on the Self-Service Interface (as referred to in Paragraph 2 of Schedule 12)

then the Supplier shall accept a User Organisation Order Contract from a User Organisation for those UO Services it specifies in an order and selects on the Self-Service Interface and/or in the User Organisation Order Contract and enter into the User Organisation Order Contract with the User Organisation in accordance with the process set out in paragraphs 1.2 to 1.6 below.

1.2. If a User Organisation wishes to place a User Organisation Order Contract, the Supplier agrees that the following process will take place:

- 1.2.1. The User Organisation (or the Authority for itself) will be able to use the Self-Service Interface to look at the Service Catalogue Standard Items and Service Catalogue Non-Standard Items that are available for purchase, being able to make enquiries and service requests through the Self-Service Interface. The Self-Service Interface will be the portal for correspondence and record the progression of design and specific Service Catalogue Non-Standard Items to be made available to a User Organisation. A User Organisation (or the Authority for itself) shall also be able to progress Service Catalogue Non-Standard Items outside of the Self-Service Interface but the Supplier shall only accept orders for Service Catalogue Non-Standard Items placed via the Self-Service Interface.
- 1.2.2. Where Service Catalogue Non-Standard Items are being ordered the details of these will be agreed between a User Organisation (or the Authority) and the Supplier and the details of the final order shall be uploaded by the Supplier as a bespoke Service Catalogue Non-Standard Item such that the relevant User Organisation (or the Authority) can select that item for order on the Self-Service Interface.

1.2.3. The User Organisation will complete the form of User Organisation Order Contract on the Self-Service Interface by including:

- a) those Service Catalogue Standard Items that it wishes to purchase; and/or
- b) those Service Catalogue Non-Standard Items that it wishes to purchase having agreed the details (as relevant to the detail of the order) with the Supplier.

1.3. The User Organisation shall then be able to confirm its willingness to enter a contract with the Supplier to purchase the selected UO Services and that shall constitute its offer to purchase those UO Services set out in that order for the prices identified in that User Organisation Order Contract as set out on the Self-Service Interface at the time for order was placed. Once submitted by the User Organisation the Self-Service Interface should prompt the Supplier to review the order and then send the User Organisation a paper copy of the User Organisation Order Contract.

[REDACTED]

1.4. The Supplier shall then review the completed User Organisation Order Contract and confirm its acceptance of the User Organisation Order Contract as soon as reasonably practicable but in any event [REDACTED] from the time the User Organisation submitted the User Organisation Order Contract to the Self-Service Interface or by confirming the User Organisation Order Contract to the User Organisation by email.

1.5. The relevant User Organisation Order Contract shall be formed at the point the Supplier accepts and confirms the User Organisation Order Contract in accordance with paragraph 1.4 above.

1.6. The User Organisation and Supplier may also enter into a legally binding User Organisation Order Contract for the UO Services, where such order has been placed via the Self-Service Interface by exchanging signed hard copies of a User Organisation Order Contract and such contract shall be formed between them at the point both parties have signed the User Organisation Order Contract.

Annex B - User Organisation Order Contract

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

TEMPLATE User Organisation Order Contract (the “Contract”)

between:

[User Organisation/Contracting Entity] as Buyer

and

EE Limited and British Telecommunications Public Limited Company as Supplier

This Contract is made pursuant to an agreement dated **[insert]** for the provision of **[insert]** between the Supplier and the Secretary of State for the Home Department acting as part of the Crown (the “**Home Office**”) (the “**Home Office Contract**”).

In entering this Contract, the Buyer acknowledges that (a) the overarching formation, preparation and ongoing provision of the applicable ESN services that enable or facilitate the UO Services is provided by the Supplier to the Home Office under the Home Office Contract; and (b) as such, the Buyer ultimately benefits from the obligations and duties of the Supplier to the Home Office under the Home Office Contract even if: (i) the detail of the same is not included in, or immediately visible under, the terms of this Contract; and (ii) it is the Home Office (and not the Buyer) who may enforce the same against the Supplier under the Home Office Contract. The purpose of this Contract is to put in place a direct contractual relationship between the Buyer and the Supplier for the Buyer to directly purchase, and pay for, UO Services from the Supplier as well as to put in place specific terms between the Buyer and Supplier including, but not limited to, terms relating to software usage, data arrangements, confidentiality, performance management, liability and the Acceptable Use Policy.

Forming the Contract

[REDACTED]

The Buyer and the Supplier agree that:

1. by the Buyer:
 - a. signing the Order; or
 - b. confirming acceptance of the Contract through the Self-Service Interface (or equivalent final step);

[REDACTED]

2. by the Supplier countersigning the Order or confirming acceptance of the Contract through the Self-Service Interface (or equivalent final confirmation step) not later than [REDACTED] from the time the Buyer submitted the Contract to the Self-Service Interface or by confirming the User Organisation Order Contract to the User Organisation by email; and

[REDACTED]

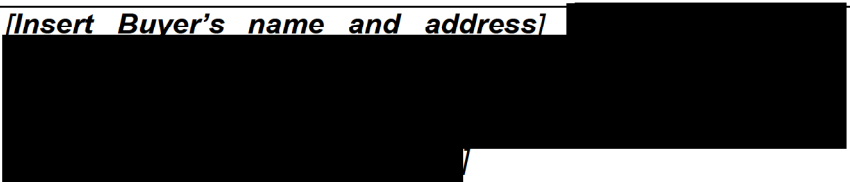
3. in consideration for the payment of the prices specified in this Contract by the Buyer to the Supplier in accordance with the Conditions [set out on the Self-Service Interface/appended to this Contract]

the Buyer and the Supplier contract for the UO Services set out in this Contract and its Annexes incorporating the Conditions set out on the Self-Service Interface/appended to this Order. Such a contract shall be formed between them at the point the Supplier accepts the Order in accordance with paragraph 2 above.

The Buyer and Supplier may also enter a legally binding contract for UO Services incorporating the Conditions set out in and appended to this Contract and its Annexes by exchanging signed hard copies of the contract and such contract shall be formed between them at the point both parties have signed this Contract provided always that such contract has been requested and

formed by the Buyer using the Self-Service Interface.

Order Form

1. Contract Reference	<i>[Insert Buyer's contract reference number, if any]</i>
2. The Buyer	<i>[Insert Buyer's name and address]</i> 
3. User Organisation for purposes of this Contract	<i>[Insert name of User Organisation – if different to the name of the Buyer]</i>
4. The Supplier	<p>EE Limited a company registered in England and Wales under company number 02382161 whose registered office is at 1 Braham Street, London, United Kingdom, E1 8EE (“EEL”) and British Telecommunications Public Limited Company a company registered in England and Wales under company number 01800000 whose registered office is at 1 Braham Street, London, United Kingdom, E1 8EE (“BT Plc”)</p> <p>References in this Contract to the "Supplier" means EEL and BT Plc.</p>
5. The Contract	<p>This Contract between the Buyer and the Supplier is for the supply of UO Services.</p> <p>The Supplier shall supply the UO Services described below on the terms set out in this Order Form and the Conditions and Annexes.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in the Conditions.</p> <p>The following documents are incorporated into the Contract. If there is any conflict, the following order of precedence applies:</p> <ul style="list-style-type: none"> a) This Order Form b) The Conditions c) The following Annexes in equal order of precedence: <ul style="list-style-type: none"> i. Annex 1 (Definitions and Interpretation) ii. Annex 2 (Processing Personal Data) iii. Annex 3 (Order and Charges) iv. Annex 4 (End User License Terms)

	<ul style="list-style-type: none"> v. Annex 5 (Buyer Specific Statement of Requirements for Service Catalogue Non-Standard Items) vi. Annex 6 (Service Specific Terms) where such Annex shall only apply as set out in Annex 6 as linked to certain Service Catalogue Non-Standard Items vii. Annex 7 (Supplier's Acceptable Use Policy) where such Annex shall only apply if Service Catalogue Standard Items form part of the UO Services viii. Annex 8 (Staff Transfer) ix. Annex 9 (UO Services Specification) x. Annex 10 (Security Management) d) any additional special terms and conditions for bespoke Service Catalogue Non-Standard Items presented on the Self-Service Interface agreed in any amendment to the overall requirements added to this Contract (where such terms are as permitted by Paragraph 2 of Schedule 12 of the Home Office Contract); and e) any subsequent variations to this Contract agreed from time to time including in accordance with Clauses 3.6, 8.5 or 8.6 as applicable.
6. UO Services	<p>means any and all services set out in this Contract including the goods and services comprising those Service Catalogue Standard Items and Service Catalogue Non-Standard Items specified by the Buyer on the Self-Service Interface when submitting the Order (as amended from time to time by the Buyer in accordance with Clause 3.6).</p> <p>Where this Contract is entered by hard-copy the Contract shall be formed and entered on the Self-Service Interface and the UO Services shall be any and all services set out in this Contract including those detailed in Annex 3 (Order and Charges) of this Contract (as amended from time to time by the Buyer in accordance with Clause 3.6 and recorded in writing between the parties).</p>
7. Specification	The specification for UO Services purchased under this Contract is as set out in Annex 9 (<i>UO Services Specification</i>).
8. Start Date	<i>[Insert Day Month Year]</i>

9. Expiry Date	<p><i>[Insert Day Month Year]</i></p> <p>[REDACTED]</p>
10. Extension Period	<p>This Contract may be extended by the operation of Clause 10.2 The Buyer may decline any such extension as set out in Clause 10.2. This Contract shall apply throughout any such extended period.</p>
11.	<p>[REDACTED]</p> <p>[REDACTED]</p>
12. Charges	<p>The Charges for the UO Services shall be as set out [on the Self-Service Interface]/ [in Annex 3 – Orders and Charges] where such Charges shall only be amended in accordance with the Home Office Contract or as agreed otherwise between the Home Office and the Supplier.</p> <p>The Buyer confirms that it acknowledges and agrees that the Charges for UO Services are adjusted from time to time under the Home Office Contract and those amended charges shall apply under this Contract.</p>
13. Payment	<p>All invoices must be sent, quoting a valid Purchase Order Number (PO Number), to: <i>[Insert address or email address]</i>.</p> <p>The Buyer shall provide the Supplier with a unique PO Number within [REDACTED] Working Days of the Start Date of this Contract. The Supplier must be in receipt of a valid PO Number before submitting an invoice.</p> <p>[REDACTED]</p>

14. Software Terms									
15. Buyer Authorised Representative(s)	For general liaison your contact will continue to be <i>[Insert Contract Manager name and contact details]</i> or, in their absence, <i>[Insert secondary name and contact details]</i> , subject to any updates under Clause 7.3.								
16. Supplier Authorised Representative(s)	For general liaison your contact will continue to be <i>[Insert Contract Manager name and contact details]</i> or, in their absence, <i>[Insert secondary name and contact details]</i> , subject to any updates under Clause 7.2. 								
17. Address notices for	<table border="0"> <tr> <td>Buyer:</td> <td>Supplier:</td> </tr> <tr> <td><i>[insert name and address of Buyer]</i></td> <td><i>[insert name and address of Supplier]</i></td> </tr> <tr> <td>Attention: <i>[insert title]</i></td> <td>Attention: <i>[insert title]</i></td> </tr> <tr> <td>Email: <i>[insert email address]</i></td> <td>Email: <i>[insert email address]</i></td> </tr> </table> subject to any updates under Clause 20.3.	Buyer:	Supplier:	<i>[insert name and address of Buyer]</i>	<i>[insert name and address of Supplier]</i>	Attention: <i>[insert title]</i>	Attention: <i>[insert title]</i>	Email: <i>[insert email address]</i>	Email: <i>[insert email address]</i>
Buyer:	Supplier:								
<i>[insert name and address of Buyer]</i>	<i>[insert name and address of Supplier]</i>								
Attention: <i>[insert title]</i>	Attention: <i>[insert title]</i>								
Email: <i>[insert email address]</i>	Email: <i>[insert email address]</i>								

Signed for and on behalf of both EEL and BT Plc as the Supplier	Signed for and on behalf of the Buyer
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Name: [Insert name] [Insert job title]	Name: [Insert name] [Insert job title]
Date:	Date:
Signature:	Signature:

[Note to Supplier: where appropriate, this Order Form may be signed electronically by both Parties.]

Conditions

1. How the Contract works

- 1.1 A completed Order Form is an offer by the Buyer to purchase the UO Services subject to and in accordance with the terms and conditions of this Contract.
- 1.2 The Supplier is deemed to have accepted the offer in the Order Form when the Buyer receives a copy of the Order Form signed by the Supplier or where the Supplier confirms acceptance of the Contract through the Self-Service Interface.
- 1.3 The Supplier shall provide the UO Services under this Contract in accordance with the Specification.
- 1.4 The Supplier warrants and represents to the Buyer that it shall comply with the Home Office Contract so that the Buyer's access and use of the MS Network as part of the UO Services will be enabled by the Supplier in accordance with the terms of the Home Office Contract.
- 1.5 The Supplier shall provide the Buyer with those UO Services which the Buyer has selected on the Self-Service Interface or detailed in Annex 3 (Order and Charges) each as updated in accordance with Clause 3.6 and as documented between the Parties.
- 1.6 Notwithstanding the relevant provisions of Clause 19 (Confidentiality) of the Home Office Contract as incorporated into this Contract pursuant to Clause 2 below, the Buyer acknowledges that pursuant to the Home Office Contract the Supplier is required to provide to the Home Office a copy of this Contract and regularly report to the Home Office with full details of the UO Services purchased by the Buyer pursuant to this Contract including, but not limited to, what is ordered, subscription and usage volumes, what is paid, the delivery of such items and any specific configuration requirements of the Buyer. The Buyer also consents to the Supplier disclosing to the Home Office full details and information about any claims or potential claims under this Contract including in respect of general claims, data, damage to property, premises and/or assets of the Buyer and any other information that the Supplier must disclose to the Home Office in accordance with the Home Office Contract. The Buyer confirms that the Supplier is permitted to share the information referred to in this Clause 1.6 with the Home Office.



2. Home Office Contract


- 2.1 The following terms of the Home Office Contract shall be incorporated into and apply to this Contract as between the Buyer and the Supplier (and the provision of the UO Services by the Supplier to the Buyer hereunder) subject to clause 2.2.


<i>Clauses</i>	<i>Clause Heading</i>
Clauses 2.1 and 2.2	Due Diligence
Clauses 3.2 (a) to (h) (i) (j), (l) to (n) Clauses 3.3, 3.4, 3.5, 3.6 and 3.7 (a) (as applied to 3.2(n) only) and 3.7(b)	Warranties

<p>Clauses 5.2, 5.3(a), 5.4, 5.6 (save for limbs (h), (i) and (j)) 5.7, 5.8, 5.9</p>	<p>Services</p> <p>Clause 5.6(c)(ii) shall apply only insofar as it relates to the Service Catalogue Non-Standard Items.</p> <p>Clause 5.6(d) shall apply but removing the reference to 'IT Environment'.</p> <p>Clause 5.6(f) shall be amended to read:</p> <p><i>(f) co-operate with the Buyer and Other Suppliers and provide reasonable:</i></p> <p><i>(i) information (including any Documentation);</i></p> <p><i>(ii) advice; and</i></p> <p><i>(iii) assistance,</i></p> <p><i>in accordance with the following collaborative working principles:</i></p> <p><i>(A) proactively leading on, mitigating and contributing to the resolution of problems or issues as relevant to the delivery of the UO Services;</i></p> <p><i>(B) Not used;</i></p> <p><i>(C) Not used;</i></p> <p><i>(D) providing reasonable cooperation, support, information and assistance to such Other Suppliers in a proactive, transparent and open way and in a spirit of trust and mutual confidence; and</i></p> <p><i>(E) Not used;</i></p> <p>Clause 5.6(l) shall only apply in respect of this Contract.</p>
<p>Clauses 9.1, 9.2, 9.3, 9.5, 9.6, 9.7 (save for 9.7(d)(ii))</p>	<p>Equipment and Maintenance</p> <p>Clause 9.6 shall read:</p> <p><i>The Supplier shall carry out any necessary maintenance where it reasonably suspects that the UO 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</i></p>

	<i>where this is not possible so as to minimise) disruption to the UO Services.</i>
Clauses 10.7, 10.8 10.9(a) and 10.12	<p>Payment, Taxation and Value for Money Provisions</p> <p>Clause 10.12 shall only apply in respect of this Contract.</p>
Clauses 14.1, 14.2, 14.7 and 14.8.	<p>Supplier Personnel</p> <p>Clauses 14.1 in respect of the provision of access to and provision of the MS Network is dealt with by the Home Office under the Home Office Contact.</p> <p>Clause 14.1 shall apply under this Contract shall apply in respect of the provision of the Service Catalogue Non-Standard Items.</p> <p>Clauses 14.3 – 14.6 are dealt with by the Home Office under the Home Office Contact.</p> <p>The references to Schedule 9.1 (Staff Transfer) in Clause 14 shall be a reference to Annex 8 (Staff Transfer) of this Contract.</p>
<p>Clauses 15.1, 15.2, 15.3, 15.4, 15.5, 15.6, 15.7, 15.8, 15.13, 15.14, 15.15, 15.16, 15.29, 15.33</p> <p>15.34 (insofar as it relates to Service Catalogue Non-Standard Items)</p>	<p>Supply Chain Rights and Protection</p> <p>These clauses regarding subcontracting shall apply where the Supplier wishes to use a sub-contract and that sub-contract solely relates to the Buyer.</p> <p>These clauses shall also apply to any sub-contractor that the Supplier seeks to deploy in respect of the Buyer where such sub-contractor is not an approved sub-contractor under the Home Office Contract.</p> <p>Where the Buyer purchases any Service Catalogue Non-Standard Items which are non-ESN tested or approved items the Supplier may not have followed the provisions of Clause 15.1 – 15.3 of the Home Office Contract.</p>

	<p>Clauses 15.9 – 15.12, 15.19 – 15.28, 15.35-15.38 are dealt with by the Home Office under the Home Office Contact.</p> <p>Where the Buyer requires information about sub-contracting to meet its transparency obligations the Buyer should contact the Home Office who may be able to provide a summary of data relating to the Supplier across the ESMCP Programme. For example, this will be all spend across ESMCP reported across the entire ESMCP Programme for all User Organisation and Home Office spend and not just the Buyer.</p>
Clauses 16.1(a) and 16.1(b), 16.2, 16.3, 16.4 and 16.4A	<p>Intellectual Property Rights</p> <p>Clause 16.4 shall read:</p> <p><i>'Neither Party shall have any right to use any of the other Party's names, logos, trade marks, service marks or any other intellectual property rights on, or in relation to, any of its products or services without the other Party's prior written consent.'</i></p>
Clause 17	<p>Licences granted by the Supplier</p> <p>Clause 17 shall apply insofar as is needed for any Buyer and related Users to enable access and use of the UO Services.</p>
Clause 18	IPRs Indemnity
Clauses 19.1, 19.2, 19.3, 19.4, [19.5], [19.6], [19.7], [19.8], 19.13, 19.14 and 19.15	<p>Authority Data and Security Requirements</p> 
Clause 20	<p>Confidentiality</p> 

Clause 21	<p>Freedom of Information</p> <p>The Supplier shall comply with those clause 21 elements as applied for the benefit of the Buyer (where the Buyer is bound to comply with such transparency and freedom of information requirements).</p>
Clause 22	<p>Protection of Personal Data</p> <p>Where this clause refers to Schedule 11 in the Home Office Contract, refer to Annex 2 of this Contract.</p>
Clause 25	Insurance
<p>Clause 31</p> <p>31.1, 31.2, 31.3, 31.4, 31.5, 31.6(a), 31.6(b)(ii), 31.7 and 31.8.</p>	<p>Force Majeure</p> <p>Clause 31.6(a)(i) shall be amended to read:</p> <p><i>'the other Party shall not be entitled to exercise any rights to terminate this Contract in whole or in part as a result of such failure other than pursuant to Clause 10.3 (Ending the Contract without a reason); and'</i></p> <p>Clause 31.6(b)(ii) shall be amended to read:</p> <p></p> <p><i>only to the extent that the UO Services (or part of the UO Services) continue to be performed in accordance with the terms of this Contract during the occurrence of the Force Majeure Event.'</i></p>
<p>Clause 34</p> <p>34.1, 34.2, 34.3,</p> <p>In 34.3(a)(ii) and 34.3(a)(iii) this shall be using the Home's Office's equality and diversity policy in 34.3(a)(ii) and the Home Office's reasonable instructions in 34.3(a)(iii). In 34.3(b) this shall be reporting to the Home Office.</p> <p>34.4 (but reporting to the Home Office).</p> <p>35.5 (using any tool provided by the Home Office)</p>	<p>Compliance</p> <p>Clause 34.13 shall be replaced with:</p> <p><i>'As soon as it is aware of it the Supplier and Supplier Personnel must report to the Buyer any actual breach of:</i></p> <p><i>(a) Law;</i></p> <p><i>(b) Clauses 34.1 to 34.10 or 34.14; or</i></p> <p><i>(c) Clause 38.'</i></p> <p><i>The Supplier and Buyer note that the Home Office shall be entitled to inform its User Organisation community of any suspected</i></p>

<p>34.7</p> <p>34.8(a)</p> <p>The Supplier shall notify the Home Office under the Home Office Contract of any Conflict of Interest that arises linked to the Buyer.</p> <p>34.10, 34.11, 34.12</p> <p>34.13</p> <p>34.14</p>	<p><i>breach of the provisions of Clause 34.13 of the Home Office Contract.</i></p>
<p>Clause 38.1 to 38.5</p> <p>38.6 (in relation to Service Catalogue Non-Standard Items only)</p> <p>38.7</p>	<p>Prevention of Fraud and Bribery</p>
<p>Schedule 2.3</p>	<p>Standards</p> <p>As it applies by the application Clause 3.2(c)</p>
<p>Schedule 2.5</p>	<p>Insurance Requirements</p> <p>The Supplier shall maintain the insurances required under Schedule 2.5 (Insurance Requirements) of the Home Office Contract for the benefit of the Buyer.</p>
<p>Schedule 4.2</p>	<p>Commercially Sensitive Information</p> 
<p>Schedule 5</p>	<p>Software</p>
<p>Schedule 6.2</p>	<p>Testing Procedures</p> <p>To the extent that Testing of any ESN specific Service Catalogue Non-Standard Item is required the Supplier shall comply with the Schedule 6.2 methodology and approaches that it agrees with the Home Office as applied for the benefit of the Buyer.</p>

Schedule 8.3 (save for paragraph 5.1.2 and 5.2(d))	Dispute Resolution Procedure
Schedule 8.4 Paragraph 1.1.6 Paragraph 2.1 (this clause shall list Annex 3 only) 2.2-2.6 and 2.10 Annex 3 (save for items 12, 14 and 24)	Reports and Records The Supplier shall comply with Paragraphs 2.1-2.6 and 2.10 in respect of Annex 3 of Schedule 8.4 as such records and reports relate to this Contract.
Schedule 8.6	Service Continuity Plan and Corporate Resolution Planning The Supplier shall comply with those Schedule 8.6 Part A items that it agrees with the Home Office, including those that benefit of the Buyer.
Schedule 8.7	Conduct of Claims

- 2.2 The provisions of the Home Office Contract incorporated into this Contract pursuant to Clause 2.1 shall be read in conjunction with the provisions of Annex 1 (*Definitions and Interpretation*) and for the purposes of this Contract, where reference is made to the terms in the left-hand column, this shall be read as the term in the right-hand column:

<i>Term in Home Office Contract</i>	<i>Term for the purposes of this Contract</i>
Agreement	Contract
Authority	Buyer
Authority Assets	Buyer Assets
Authority Data	Buyer Data
Authority Materials	Buyer Materials
Authority Premises	Buyer Premises
Default	UO Default
Effective Date	Start Date
Services	UO Services



- 2.3 The Parties shall comply with the provisions of Annex 4 (End User License Terms) (where applicable), Annex 5 (Buyer Specific Statement of Requirements for Service Catalogue Non-Standard Items) (where applicable), Annex 6 (Service Specific Terms) (where applicable), Annex 7 (Acceptable Use Policy) (where applicable), Annex 8 (Staff Transfer) (where applicable) and Annex 10 (Security Management).

3. UO Services

- 3.1 The Supplier shall provide the UO Services:

- (a) in accordance with the Specification;
- (b) in accordance with the MS Service Catalogue;
- (c) in a manner so as to meet or exceed the applicable Minimum Service Thresholds (if any) in respect of the Performance Indicators (if any) applicable to the UO Services as set out in Schedule 2.2 (Performance Levels) of the Home Office Contract;
- (d) in accordance with the resolution fix times that are applicable to the UO Services and are appropriate to the solution purchased, as set out in the specification for Service Catalogue Non-Standard Items, the Buyer Specific Statement of Requirements for Service Catalogue Non-Standard Items or as recorded on the Self-Service Interface; and
- (e) at all times so that the UO Services work (where applicable) to enable functioning access to the MS Network provided to the Home Office under the Home Office Contract. The Supplier acknowledges and agrees that given the reliance of the UO Services on the MS Network, except to the extent Authority Cause or Buyer Cause applies and such Authority Cause and/or Buyer Cause directly prevents the Supplier from providing the relevant UO Services to the Buyer, a failure of the MS Network shall constitute a failure of the relevant UO Services under this Contract where the Buyer cannot access the MS Network and/or the UO Services.

- 3.2 The Supplier shall perform its obligations under this Contract including in relation to the supply of the UO Services in accordance with:

- (a) Law subject to Clause 8.4;

- (b) Good Industry Practice;
 - (c) the 'Standards', 'Baseline Security Requirements', and 'Quality Plans' agreed in the Home Office Contract.
- 3.3 Subject to Clause 10.6, the Supplier shall supply each UO Service from its Service Commencement Date until the earlier of (as applicable):
- (a) the Buyer removing that UO Service (or number of subscriptions thereto) pursuant to Clause 3.6 of this Contract; and
 - (b) expiry or earlier termination of this Contract (or a UO Service pursuant to Clause 10.6(d)) in accordance with its terms.
- 3.4 In the event of failure by the Supplier to provide the UO Services, the Buyer shall, in the first instance, raise the failure directly with the US Supplier through the ESN Service Management System. Where the issue is not resolved through the ESN Service Management System the Buyer may additionally raise the failure with the Supplier Authorised Representative.
- 3.5 Subject to Annex 9, the Parties agree that any failure by the Supplier to deliver the UO Services under this Contract to the appropriate standard set out in the Specification that is not resolved to the Buyer's reasonable satisfaction [REDACTED] may be managed by the Home Office, at the discretion of the Home Office, under the Home Office Contract.
- 3.6 The Supplier acknowledges and agrees that the Buyer:
- (a) shall be able to order further Service Catalogue Standard Items including a volume increase to Service Catalogue Standard Items that the Buyer is already purchasing by way of amending its overall requirements under its existing User Organisation Order Contract via the Self-Service Interface. Additional charges for the additional Service Catalogue Standard Items shall be calculated in accordance with the then current prices (including any tier volume pricing) displayed in the MS Service Catalogue for such additional Service Catalogue Standard Items and apply from the date from which the User Organisation commences receipt of such additional Service Catalogue Standard Items;
 - (b) shall be able to request new or additional Service Catalogue Non-Standard Items including a volume increase to Service Catalogue Non-Standard Items that the Buyer is already purchasing by way of amending its overall requirements under its existing User Organisation Order Contract via the Self-Service Interface. Additional charges for the new or additional Service Catalogue Non-Standard Items shall be calculated by reference to the charges that have been accepted by the User Organisation when ordering the new or additional Service Catalogue Non-Standard Items and apply from the date from which the User Organisation commences receipt of such new or additional Service Catalogue Non-Standard Items;
 - (c) shall be able to remove or reduce Service Catalogue Standard Items including a volume decrease to Service Catalogue Standard Items that the Buyer is already

purchasing by way of amending its overall requirements under its existing User Organisation Order Contract via the Self-Service Interface. Changes shall take effect [REDACTED] and the charges for the removed or reduced items shall stop immediately once the removal or reduction takes effect (such period to be within [REDACTED]; and/or [REDACTED]

[REDACTED]

- (d) shall be able to remove or reduce Service Catalogue Non-Standard Items including a volume decrease to Service Catalogue Non-Standard Items that it is already purchasing by way of amending its overall requirements under its existing User Organisation Order Contract via the Self-Service Interface. Changes shall take effect [REDACTED] and the charges for the removed or reduced items shall stop immediately once the removal or reduction takes effect [REDACTED].

- 3.7 Where a User Organisation wishes to reduce or remove a UO Service pursuant to Clause 3.6 but as a consequence of the reduction or removal any other UO Services cannot be delivered or will not operate with the same functionality, then the Supplier shall notify the Buyer in advance of the proposed reduction or removal, with appropriate options, so that the Buyer can decide whether to proceed with the intended reduction or removal. At all times, the Supplier shall ensure that the Buyer is not charged for UO Services that cannot be delivered or that do not operate without a UO Service (including by reference to numbers of user and/or subscriptions being charged) that the Buyer is not then currently in receipt of.

Minimum Term for certain Service Catalogue Standard Items

- 3.8 The Buyer acknowledges and agrees that for certain Service Catalogue Standard Items as listed in the table below the Buyer will be required to contract for [REDACTED] (the “**Minimum Term**”) for each individual connection when such connection is first connected to become an Active Connection. Once such Minimum Term for an individual connection has expired, the relevant connection shall move onto a rolling month-to-month connection whereby the Buyer shall be entitled to remove such connection in accordance with Clause 3.6 without further payment. Where a connection is ordered such connection shall not be charged until that connection has been activated and becomes an Active Connection and the Minimum Term shall commence at the date of such connection. [REDACTED] for that connection for the remainder of the Minimum Term once such connection has been activated. Notwithstanding the foregoing, and save as set out in Clause 10.3, any Minimum Term

commitments of the Buyer will co-terminate at the end of the Term [REDACTED]. The Supplier confirms that where a device (or connection) is lost or damaged and the Buyer receives a replacement SIM card (or equivalent) for the one that is lost or damaged, that additional SIM card (or equivalent) will not count as an additional or new connection and any Minimum Term in place shall not recommence and no new Minimum Term shall apply.

[REDACTED]

Service Catalogue Standard Item	Minimum Term applies as set out in Clause 3.8
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED] – business only connection without priority and pre-emption connections.

4. Performance

- 4.1 The Parties agree that performance, performance failure and any remedies linked to the supply of the UO Services by the Supplier shall be managed by the Buyer under this Contract.
- 4.2 The Parties agree that performance, performance failure and any remedies linked to the supply of the MS Network by the Supplier to the Home Office shall be managed by the Home Office under the Home Office Contract, and that:

(a) [REDACTED]

(b) the Buyer agrees that where the Supplier is complying with its obligations under the Home Office Contract in respect of the MS Network and/or any instructions from the Home Office in respect of the MS Network, to the extent that compliance by the Supplier with such obligations and/or instructions directly prevents the Supplier complying with its obligations under this Contract, this shall not give rise to a breach under this Contract in respect of the directly affected element(s) of this Contract provided that the Supplier can demonstrate to the reasonable satisfaction of the Buyer that such breach would not have occurred but for the Supplier complying with its obligations under the Home Office Contract in respect of the MS Network and/or any instructions from the Home Office in respect of the MS Network;

- (c) the Buyer agrees that the Supplier may at any time improve, modify, suspend, change, test, maintain or repair the MS Network provided that where such alterations are in accordance with the terms of the Home Office Contract (including continuing to meet the performance levels or revised performance levels as applicable under the Home Office Contract) and that access to the MS Network may be interrupted without the Supplier incurring any liability or obligation to the Buyer.
- 4.3 The Buyer shall use reasonable endeavours to provide such assistance and co-operation as is reasonably requested by the Supplier in order for the Supplier to discharge its obligations under this Contract.
- 4.4 Where the Buyer perceives a failure of the UO Services, the Buyer acknowledges that it may not necessarily mean a failure of the Supplier and may be attributable to other things. In the first instance the Buyer should raise its concerns via the ESN Service Management System in relation to such perceived failures.

5. Buyer Nominated Sub-Contractors for any works on Buyer Premises

- 5.1 The Supplier acknowledges that, [except in the circumstances set out in Clause 5.2](#), the Buyer may require that only a Buyer approved or nominated subcontractor may be permitted by the Buyer to carry out any works associated with the installation, preparation for and/or decommissioning and removal of the UO Services at Buyer Premises.
- 5.1A Where this is the case and such works are carried out under the Buyer's control:
 - (a) the Supplier shall co-operate with such supplier of works to the Buyer; and
 - (b) the Buyer shall procure that its approved or nominated sub-contractor shall perform the works in accordance with the Supplier's reasonable and appropriate instructions (including the required standard of work) and in such positions and within such timeframes as shall be agreed between the Parties (acting reasonably) to enable the operation of the UO Services in accordance with the terms of this Contract.
- 5.2 Each Party acknowledges and agrees that (a) regulatory requirements (including licensing conditions) around Passive Equipment and Active Equipment (as defined in Annex 6); or (b) third party requirements to which the Supplier and/or the Buyer is subject at certain special categories of location (such as hazardous premises or on railway infrastructure), may require that the Supplier (or another third party or approved or nominated subcontractor) carries out certain works related to the installation, preparation for and/or decommissioning and removal of such equipment or certain elements of the work. Where any such requirement in this Clause 5.2 applies the Parties shall work together cooperatively to facilitate the Supplier (or relevant third party or approved or nominated subcontractor) to carry out the work or those elements of the works that only the Supplier (or relevant third party or approved or nominated subcontractor) is permitted to perform.
- 5.3 In respect only of Clause 5.1A, until such time as the Buyer has complied with the terms of paragraph 5.1A(b) the Supplier shall be permitted (acting reasonably) to defer the

installation and/or activation of any Passive Equipment and/or Active Equipment (as defined in Annex 6) which are the subject of the works to be carried out under Clause 5.1A(b).

6. Financial and Taxation Matters



Charges and Invoicing

- 6.1 In consideration of the Supplier carrying out its obligations under this Contract, including the provision of the UO Services, the Buyer shall pay the Supplier correctly invoiced and correctly calculated charges [REDACTED] of receipt by the Buyer of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the invoice or in the Order Form.
- 6.2 In respect of Service Catalogue Standard Items and Service Catalogue Non-Standard Items the Supplier [REDACTED] for any Charges although invoices may also be issued by the US Supplier on the Supplier's behalf. If the Buyer disputes any Charges on the invoice then they must make contact with the entity that has issued the invoice [REDACTED] receipt of such invoice. Any disputed Charges will only become due once agreed between the Buyer and the entity that has issued the invoice.
- 6.3 All Charges:
- (a) shall be calculated by reference to the Charges Schedule;
 - (b) exclude VAT, which is payable on provision of a valid VAT invoice; and
 - (c) include all costs and expenses connected with the supply of UO Services.
- 6.4 A Supplier invoice is only valid if it:
- (a) is calculated by reference to the Charges Schedule;
 - (b) includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Buyer; and
 - (c) includes a high-level breakdown of UO Services which have been delivered which shall be supported by a separate detailed breakdown of UO Services that have been delivered and which shall be made available to the Buyer through the Self-Service Interface.
- 6.5 Non-compliant invoices may be sent back to the US Supplier, which may lead to a delay in payment.
- 6.6 If the Buyer fails to pay any undisputed Charges properly invoiced under this Contract, the Supplier shall have the right to charge interest on the overdue amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

- 6.7 If there is a dispute between the Parties as to the amount invoiced, the Buyer shall pay the undisputed amount in accordance with the requirements of Clause 6.1 above. The Supplier shall not suspend the provision of the UO Services unless the Supplier is entitled to suspend the provision of the UO Services in accordance with Clause 10.6(b). The Supplier shall not terminate the Contract unless directed to by the Home Office pursuant to Clause 10.6(c).

VAT

- 6.8 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Buyer following delivery of a valid VAT invoice.
- 6.9 The Supplier shall indemnify the Buyer on a continuing basis against any liability, including any interest, penalties or costs incurred, that is levied, demanded or assessed on the Buyer at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under this Contract. Any amounts due under this Clause 6.9 shall be paid in cleared funds by the Supplier to the Buyer not less than [REDACTED] before the date upon which the tax or other liability is payable by the Buyer.

Financial Distress

- 6.10 The Parties acknowledge that the provisions of Schedule 7.4 (*Financial Distress*) of the Home Office Contract in relation to the assessment of the financial standing of the Supplier and other specified entities and the consequences of a change to that financial standing shall apply to the Supplier under this Contract as managed by the Home Office under the Home Office Contract.

7. Representatives

- 7.1 Each Party shall have a representative for the duration of this Contract who shall have the authority to act on behalf of their respective Party on the matters set out in, or in connection with, this Contract.
- 7.2 The initial Supplier Representative shall be the person named in the Order Form and may be updated from time to time by the Supplier providing written notice to the Buyer.
- 7.3 The initial Buyer Representative shall be the person named in the Order Form and may be updated from time to time by the Buyer providing written notice to the Supplier.

8. Change

Change Control Procedure

- 8.1 The Parties agree that any changes to the UO Services other than the volumes of and/or the particular UO Services being ordered by the Buyer pursuant to this Contract shall be managed between the Home Office and the Supplier in accordance with the terms of the Home Office Contract. The Buyer acknowledges and agrees that any changes to the Specification (as defined in the Home Office Contract) under the Home Office Contract and/or Charges as agreed or determined under the Home Office Contract shall apply under Contract this insofar as they affect the UO Services. The Buyer acknowledges that it may

be asked to input into any requests for changes to the UO Services under the Home Office Contract pursuant to Schedule 8.2 (Change Control Procedure) of the Home Office Contract).

- 8.2 Neither the Supplier nor the Buyer shall be entitled to request changes to the Specification of UO Services provided under this Contract save where such UO Services are Service Catalogue Non-Standard Items that are bespoke to the Buyer.
- 8.3 The Supplier agrees that the Buyer shall be entitled to request or remove UO Services or increase or decrease the unit numbers of UO Services in accordance with Clause 3.6.

Change in Law

- 8.4 The impact of any Change in Law upon the UO Services shall be managed between the Home Office and the Supplier in accordance with the terms of the Home Office Contract. The Buyer acknowledges and agrees that any changes to the Specification (as defined in the Home Office Contract) under the Home Office Contract and/or Charges as agreed or determined under the Home Office Contract as a result of a Change in Law shall apply under this Contract insofar as they affect the UO Services.

Change to this Contract

- 8.5 The Parties acknowledge that any change to this Contract other than the volumes of and/or the particular UO Services being ordered by the Buyer pursuant to this Contract shall require the written consent of the Home Office. Either Party can request a variation to the Contract which is only effective if agreed in writing and signed by both Parties and has been consented to by the Home Office as required under the Home Office Contract. The Buyer is not required to accept a variation request made by the Supplier.
- 8.6 The Parties agree that the Home Office shall be entitled to request that the Parties make any reasonable changes to this Contract and the Parties shall have the right to implement such changes where requested to do so by the Home Office together with any necessary consequential changes that are required to implement the Home Office's request. In such a scenario, the Supplier shall lead in implementing any reasonable change as requested by the Home Office and the Parties shall work together to implement such change to this Contract.

9. Buyer Cause

- 9.1 The Parties agree that any Authority Cause under the Home Office Contract shall be managed between the Home Office and the Supplier in accordance with the terms of the Home Office Contract. The Buyer acknowledges and agrees that the grant of any relief to the Supplier by the Home Office in accordance with the procedures set out in Clause 30 of the Home Office Contract as a result of an Authority Cause shall apply to the affected UO Services under this Contract insofar as it is relevant to those UO Services and to the extent it prevents the Supplier from providing those UO Services and to the extent the Supplier can demonstrate to the Buyer that such breach would not have occurred but for such Authority Cause. Where there is an Authority Cause under the Home Office Contract that

applies to affected UO Services under this Contract the Supplier's relief under this Contract shall be limited to the reliefs set out in Clause 9.2(b) and (c) only.

9.2 If the Supplier fails to comply with the Contract as a direct result of a Buyer Cause:

- (a) [REDACTED];
- (b) shall not be treated as being in breach of this Contract to the extent the Supplier can demonstrate that such breach would not have occurred but for such Buyer Cause;
- (c) the Supplier is entitled to additional time needed to deliver the affected UO Services; and
- (d) the Supplier cannot suspend the ongoing supply of unaffected UO Services.

9.3 Clause 9.2 only applies if the Supplier:

- (a) gives notice to the Buyer [REDACTED] of becoming aware of a Buyer Cause;
- (b) demonstrates to the reasonable satisfaction of the Buyer (acting reasonably) that the failure only happened because of the Buyer Cause; and
- (c) mitigates the impact of the Buyer Cause in accordance with Clause 11.10.

10. Ending the contract

10.1 Subject to where clause 10.2 applies, this Contract takes effect on the Start Date and ends on the earlier of the Expiry Date or termination of the Contract, or earlier if required by Law.

10.2 Where the Home Office extends the Home Office Contract, the Supplier shall contact the Buyer before the date that [REDACTED] the end of the unamended term of the Home Office Contract to notify the Buyer that the Term of Home Office Contract has been extended. Where the Buyer does not want this Contract to be extended so that its Term aligns to the revised Term of the Home Office Contract it must notify the Supplier before the date that [REDACTED] before the end of the unamended Term and the Expiry Date of this Contract shall remain unamended and this Contract shall expire on the then current Expiry Date. Where the Buyer does not make such a request, the Expiry Date of this Contract shall be amended to align to the new expiry date of the Home Office Contract.

10.3 Ending the Contract without a reason

The Buyer has the right to terminate the Contract at any time without reason or additional liability (beyond the obligation to pay undisputed invoices for UO Services provided up to the date of termination) by giving the Supplier not less than [REDACTED], and if the Contract is terminated then Clauses 10.5(b) to 10.5(e) and 10.5(g) to 10.5(h) shall apply. In such a termination scenario, notwithstanding termination of the Supplier's obligation to provide the relevant Service Catalogue Standard Item(s), the Buyer shall be required to make payment for any remaining Minimum Term commitments under Clause

3.8 on a monthly basis until such Minimum Term commitments have expired. This clause shall survive termination of this Contract.

10.4 When the Buyer can end the Contract

If any of the following events happen, the Buyer has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier:

- (a) the Home Office Contract is terminated by the Home Office other than in circumstances set out in Clause 10.4(b);
- (b) the Home Office Contract is terminated for convenience by the Home Office pursuant to Clause 32.1(a) of the Home Office Contract or by the Supplier for non-payment by the Home Office pursuant to Clause 32.3(a) of the Home Office Contract;
- (c) Not Used;
- (d) the Supplier is in material breach of any obligation under this Contract which is capable of remedy, and that breach is not remedied within [REDACTED] the Supplier receiving notice specifying the breach and requiring it to be remedied;
- (e) the Supplier is in material breach of any obligation under this Contract which is incapable of remedy by the Supplier;
- (f) the Supplier or its affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them; or
- (g) the Buyer is entitled to terminate this Contract in accordance with the following express rights of termination in clauses incorporated into this Contract from the Home Office Contract as follows:
 - (i) Clause 18.3(a) of the Home Office Contract (as incorporated into this Contract);
 - (ii) Clause 34.10(n) of the Home Office Contract (as incorporated into this Contract); and/or
 - (iii) Clause 34.12(b) of the Home Office Contract (as incorporated into this Contract).

10.5 What happens if the Contract ends (Buyer termination)

Where the Buyer terminates the Contract under Clause 10.4, all of the following apply:

- (a) save where termination is pursuant to Clause 10.4(b), [REDACTED]
[REDACTED] of procuring replacement Service Catalogue Non-Standard Items;

- (b) [REDACTED]

- (c) accumulated rights of the Parties are not affected (including the obligation of the Buyer to pay undisputed invoices for UO Services provided by the Supplier up to the date of termination);
- (d) the Supplier must promptly delete or return the Buyer Data within its control or any subcontractor of the Supplier except where it is required to retain copies by Law or as otherwise provided in the Exit Plan under the Home Office Contract;
- (e) the Supplier must promptly return any of the Buyer's property provided under the Contract except as otherwise provided in Clause 10.5(d);
- (f) save where termination is pursuant to Clause 10.4(b), the Supplier must, [REDACTED], give all reasonable assistance to the Buyer and any incoming supplier and co-operate fully in the handover and re-procurement;
- (g) [REDACTED]
- (h) the following clauses survive the termination of the Contract: 1, 6, 10.5, 11, 17, 21, 23 and 26 and Annex 1, Annex 8 and Annex 10, together with clauses 14.7, 14.8, 16, 17, 18, 19, 20, 21, 22 and 25 and Schedules 8.3, 8.4 and of the Home Office Contract (as such clauses and schedules are incorporated by Clause 2.1 and 2.2 of this Contract) and any clauses, annexes or schedules which are expressly or by implication intended to continue.

10.6 When the Supplier can end or suspend the Contract and what happens when the contract ends (Buyer and Supplier termination)

- (a) Save as set out in Clause 10.6(c) and (d), the Supplier shall not be entitled to terminate this Contract.
- (b) The Supplier may suspend its delivery of the UO Services and any relevant sub-set of the Services it provides to the Buyer, if the Buyer fails to pay [REDACTED] of undisputed invoices and such amounts remains outstanding [REDACTED] the receipt by the Buyer of a notice of non-payment from the Supplier. When the Buyer has paid all overdue and undisputed invoices in full the Supplier's right to suspend the provision of its delivery of UO Services shall no longer exist and the Supplier shall restore the UO Services and any relevant sub-set of the Services provided to the Buyer as soon as reasonably practicable after the date of payment and in recognition of the critical nature of the services. The Supplier shall take steps to prioritise re-connecting the Buyer. The Buyer shall remain liable for all charges under this Contract during any period of suspension.
- (c) The Supplier may terminate this Contract where it is required to do so by the Home Office including where the Buyer is either no longer listed as a User Organisation under Annex A (User Organisations) to Schedule 2.1 (Services Description) of the Home Office Contract or the Home Office directs the Supplier that the Buyer is no longer authorised to be in receipt of UO Services and/or access ESN. In such circumstances, the Supplier shall comply with the directions of the Home Office and

this Contract shall terminate on such a timescale as directed by the Home Office. The Buyer acknowledges that the Supplier may terminate this Contract where it is required to do so by the Home Office.

- (d) The Buyer or the Supplier may, by issuing a termination notice to the other Party, terminate any UO Services that are materially impacted by a Force Majeure Event that endures for a continuous period of more than [REDACTED] and this Contract or the relevant UO Services (as the case may be) shall then terminate on the date specified in the termination notice (which shall not be less than [REDACTED] from the date of the issue of the termination notice).

10.7 Where the Supplier terminates the Contract in accordance with Clause 10.6(c) or 10.6(d) or the Buyer terminates the Contract under Clause 10.8:

- (a) [REDACTED]; and
(b) Clauses 10.5(c) to 10.5(e) and 10.5(g) to 10.5(h) shall apply.

10.7A In termination scenarios where the Supplier is not obliged to comply with Clause 10.5(f), the Buyer may request any required such assistance but such assistance shall be [REDACTED]

10.8 If the Supplier notifies the Buyer pursuant to Clause 10.6(d) that it intends to terminate this Contract in part and the Buyer, acting reasonably, believes that the effect of such partial termination is to render the remaining UO Services incapable of meeting a significant part of its requirements, then the Buyer shall be entitled to terminate the remaining part of this Contract by serving a termination notice to the Supplier within [REDACTED] of receiving the Supplier's termination notice. For the purpose of this Clause 10.8, in assessing the significance of any part of the Buyer's requirements, regard shall be had not only to the proportion of that part to the Buyer's requirements as a whole, but also to the importance of the relevant part to the Buyer.

Termination Services

Home Office Contract Termination or Expiry

10.9

- (a) The Buyer acknowledges that:
- (i) the Home Office may request Termination Services (as defined under the Home Office Contract) under the Home Office Contract during a Termination Assistance Period (as defined in Schedule 8.5 (Exit Management) of the Home Office Contract), either prior to the normal expiry date or prior to the expiry date of any extension of the Home Office Contract; and
 - (ii) the Transitioning Services will be delivered by the Supplier and managed under the Home Office Contract.

- (b) The Buyer will be able to request UO Termination Services under this Contract, either before or following the Expiry Date of this Contract but for no longer period than [REDACTED] after the Expiry Date of this Contract.
- (c) If the Home Office Contract is terminated or expires, the Home Office may decide what form of Services (as defined in the Home Office Contract) it requires to be continued and this may impact on what form the Continued UO Services take to be made available by the Supplier to the Buyer during the relevant Termination Assistance Period. Where the Buyer may wish to request an item of Continued UO Services which would ordinarily attract a minimum term commitment extending beyond the end of the Termination Assistance Period, the parties shall at the time discuss and agree appropriate terms and charges.
- (d) Where the Supplier is requested by the Home Office to make available Continued UO Services to User Organisations the Supplier shall notify the Buyer of the same and provide sufficient detail to the Buyer to understand what Continued UO Services are available after the Expiry Date and confirmation of the Charges of such Continued UO Services during such UO Termination Assistance Period.
- (e) Until such time as the Buyer notifies the Supplier in writing that it does not wish to receive the Continued UO Services, the Supplier shall provide the Continued UO Services to the Buyer in accordance with Clause 10.11. If the Buyer chooses to end the Continued UO Services, the Buyer shall be released from any Minimum Term commitments. In any event, the Continued UO Services will terminate at the end of the Termination Assistance Period (as defined in the Home Office Contract), save that the Buyer may continue to be able to purchase decommissioning services as set out in the MS Service Catalogue following that period.
- (f) Irrespective of whether the Buyer notifies the Supplier that it does not wish to receive the Continued UO Services this Contract shall expire on the Expiry Date.
- (g) Where the Supplier provides Continued UO Services and/or UO Termination Services any references to 'the Term' or to the 'termination or expiry of the/this Contract' in Paragraph 3 of Annex 6 (Service Specific Terms) shall be interpreted as meaning when the Supplier stops providing Continued UO Services and/or UO Termination Services.

User Organisation Order Contract Termination

- 10.10 Where the Buyer elects to terminate this Contract (but the Home Office Contract has not been terminated) the Buyer will be able (for a maximum period of [REDACTED] following such termination) to request UO Termination Services. The Buyer may request that the Supplier shall continue to provide Continued UO Services (as applicable) for a period of up to [REDACTED] following termination of this Contract provided that the Services (as defined in the Home Office Contract) under the Home Office Contract have not ceased.

Home Office Contract Termination or User Organisation Contract Termination

10.11 In relation to any UO Termination Services and/or any Continued UO Services pursuant to either Clauses 10.9 or 10.10 above:

- (a) the UO Termination Services and any Continued UO Services shall be performed by the Supplier and received by the Buyer in accordance with the terms of this Contract, and the terms of this Clause 10.11 shall be deemed to survive termination/expiry of this Contract for the duration of the UO Termination Assistance Period. Therefore, for the avoidance of doubt:
 - (A) if there is an obligation on the Supplier which relates to the UO Services or the performance of the same which states (either expressly or by implication) that such obligation is to apply for the Term, such obligation shall be deemed to continue to apply during the UO Termination Assistance Period and as applicable to the UO Termination Services and/or the Continued UO Services;
 - (B) if there is a right or remedy for the benefit of the Buyer which relates to the UO Services or the performance of the same which states (either expressly or by implication) that such right or remedy is to apply for the Term, such right or remedy shall be deemed to continue to apply during the UO Termination Assistance Period and as applicable to the UO Termination Services and/or the Continued UO Services;
 - (C) if there is a right, remedy or relief for the benefit of the Supplier which relates to the UO Services or the performance of the same which states (either expressly or by implication) that such right or remedy is to apply for the Term, such right or remedy shall be deemed to continue to apply during the UO Termination Assistance Period and as applicable to the UO Termination Services and/or the Continued UO Services; and
 - (D) the Supplier shall provide all reasonable assistance to the Buyer and/or its nominated replacement suppliers to enable it or them to determine which items of Equipment (as defined in Annex 6) are or may be likely to be required to provide services similar to the UO Services or replacement services.
- (b) In addition to providing any UO Termination Services, the Supplier shall provide to the Buyer any reasonable assistance requested by the Buyer to allow the UO Services to continue (where retained by the Buyer) without interruption following the termination or expiry of this Contract.

11. Limitations On Liability

Unlimited liability

11.1 Neither Party limits its liability for:

- (a) death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable);

iii. [Redacted]

iv. [Redacted]

[Redacted]

[Redacted]

(a) [Redacted]

(b) [Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

(A) [Redacted]
[Redacted]

[Redacted]

- a) [Redacted]
- b) [Redacted]
[Redacted] and
- c) [Redacted]

[Redacted]

[Redacted]

(a) [Redacted]

[Redacted]

- i. [Redacted]
- ii. [Redacted]

[Redacted]

11.4 [Redacted]

(a) [Redacted]

(b) [Redacted]

i. [Redacted]

ii. [Redacted]

iii. [Redacted]

iv. [Redacted]

[Redacted]

(c) [Redacted]

11.4A [Redacted]

(a) [Redacted]

(b) [Redacted]

- i. [REDACTED]
- ii. [REDACTED]
- iii. [REDACTED]

11.5 [REDACTED]

- (a) [REDACTED]
- (b) [REDACTED]
 - i. [REDACTED]
 - ii. [REDACTED] and [REDACTED]
 - iii. [REDACTED]

Consequential Losses

- 11.6 Subject to Clauses 11.1, 11.2 and 11.3 (*Unlimited Liability*), Clause 11.7 and Clause 11.8, neither Party shall be liable to the other Party for:
- (a) any indirect, special or consequential Loss; or
 - (b) any loss of profits, turnover, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 11.7 Nothing in this Clause 11 (Limitations on Liability) shall limit the Buyer's payment obligations under this Contract.
- 11.8 Notwithstanding Clause 11.6 but subject to Clause 11.4, the Supplier acknowledges that the Buyer may, amongst other things, recover from the Supplier the following Losses incurred by the Buyer to the extent that they arise as a result of a UO Default by the Supplier:
- (a) any additional operational and/or administrative costs and expenses incurred by the Buyer, including costs relating to time spent by or on behalf of the Buyer in dealing with the consequences of the UO Default;
 - (b) any wasted expenditure or charges;
 - (c) the additional cost of procuring Replacement Services for the remainder of the Term and/or replacement UO Services, which shall include any incremental costs associated with such Replacement Services and/or replacement UO Services above those which would have been payable under this Contract;
 - (d) any fine or penalty incurred by the Buyer pursuant to Law and any costs incurred by the Buyer in defending any proceedings which result in such fine or penalty (provided the Supplier has been given prior notice in writing in relation to the payment of any such fine or penalty); and
 - (e) where reasonable and appropriate, any losses arising directly from any infringement of third party Intellectual Property Rights or breach of any obligations under this Contract relating to intellectual property, confidentiality, security, or pursuant to an indemnity (without prejudice to any such indemnities given).

Conduct of indemnity claims

- 11.9 Where under this Contract one Party indemnifies the other Party, the Parties shall comply with the provisions of Schedule 8.7 (*Conduct of Claims*) in relation to the conduct of claims made by a third person against the Party having (or claiming to have) the benefit of the indemnity.

Mitigation

- 11.10 Each Party shall use all reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with this Contract, including any Losses for which the relevant Party is entitled to bring a claim against the other Party pursuant to the indemnities in this Contract.

12. Force Majeure

- 12.1 The Parties agree that the impact of any Force Majeure Event upon the Supplier on the UO Services provided under this Contract and that impacts on the UO Services provided to one or more User Organisations shall be managed between the Home Office and the Supplier in accordance with the terms of the Home Office Contract. The Buyer acknowledges and agrees that any entitlement of the Supplier to relief as agreed or determined under the Home Office Contract as a result of a Force Majeure Event shall apply to the affected UO Services under this Contract insofar as it is directly relevant to those UO Services under this Contract and directly prevents the Supplier from providing those UO Services.
- 12.2 Where the Force Majeure Event affects only the Buyer then this shall be managed between the Buyer and the Supplier in accordance with the terms of this Contract (as such wording is incorporated from the Home Office Contract).
- 12.3 Where a Force Majeure Event as agreed or determined under the Home Office Contract results in the Supplier failing to perform its obligations under this Contract and at least one other contract for UO Services between the Supplier and another buyer, the Supplier shall be entitled to continue to receive the Charges payable under this Contract (or a proportional payment of them) only to the extent that the UO Services continue to be performed in accordance with the terms of this Contract during the occurrence of the Force Majeure Event.
- 12.4 Excluding the performance of the Supplier and of the Buyer's access to the MS Network which is subject to the terms of the Home Office Contract, but specifically relating to the Parties' commitments and deliverables in respect of the delivery, installation, repair and maintenance of and access to equipment as set out in the Specification for Service Catalogue Non-Standard Items, the Buyer Specific Statement of Requirements for Service Catalogue Non-Standard Items or as recorded on the Self-Service Interface, where either Party is affected by a Local Force Majeure Event, the provisions of Clause 12.2, shall apply and such incorporated provisions shall be interpreted substituting 'Force Majeure Event' for 'Local Force Majeure Event'.
- 12.5 The Buyer or the Supplier may, by issuing a notice to the other Party, immediately terminate without any further payment from the Buyer the delivery of any provision of any Service Catalogue Non-Standard Items forming part of the UO Services that are materially impacted by a Local Force Majeure Event that endures for a continuous period of more than [REDACTED].

13. Relationship of the Parties

Except as expressly provided otherwise in this Contract, nothing in this Contract, nor any actions taken by the Parties pursuant to this Contract, shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the Parties, or

authorise either Party to make representations or enter into any commitments for or on behalf of any other Party.

14. Waiver and Cumulative Remedies

- 14.1 The rights and remedies under this Contract may be waived only by notice and in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Contract or by law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 14.2 Unless otherwise provided in this Contract, rights and remedies under this Contract are cumulative and do not exclude any rights or remedies provided by law, in equity or otherwise.

15. Assignment And Novation

- 15.1 The Supplier shall not assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Contract without the prior written consent of the Buyer.
- 15.2 The Buyer may at its discretion assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this Contract together with any associated licences to:
- (a) any Central Government Body; or
 - (b) to a body other than a Central Government Body (including any private sector body that is not on the [REDACTED]) which performs any of the functions that previously had been performed by the Buyer provided that such entity is listed as a User Organisation under Annex A to Schedule 2.1 (Services Description) of the Home Office Contract or where the Home Office has provided written confirmation to permit the novation,
- and the Supplier shall, at the Buyer's request, enter into a novation agreement in such form as the Buyer shall reasonably specify in order to enable the Buyer to exercise its rights pursuant to this Clause 15.2.

16. Not Used

17. Severance

- 17.1 If any provision of this Contract (or part of any provision) is held to be void or otherwise unenforceable by any court of competent jurisdiction, such provision (or part) shall to the extent necessary to ensure that the remaining provisions of this Contract are not void or unenforceable be deemed to be deleted and the validity and/or enforceability of the remaining provisions of this Contract shall not be affected.
- 17.2 In the event that any deemed deletion under Clause 17.1 is so fundamental as to prevent the accomplishment of the purpose of this Contract or materially alters the balance of risks

and rewards in this Contract, either Party may give notice to the other Party requiring the Parties to commence good faith negotiations to amend this Contract so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Contract and, to the extent that is reasonably possible, achieves the Parties' original commercial intention.

- 17.3 If the Parties are unable to agree on the revisions to this Contract within [REDACTED] of the date of the notice given pursuant to Clause 17.2, the matter shall be dealt with in accordance with Paragraph 3 (Commercial Negotiation) of Schedule 8.3 (Dispute Resolution Procedure) except that if the representatives are unable to resolve the dispute within [REDACTED] of the matter being referred to them, this Contract shall automatically terminate with immediate effect. [REDACTED]

18. Further Assurances

Each Party undertakes at the request of the other, [REDACTED] to do all acts and execute all documents which may be reasonably necessary to give effect to the meaning of this Contract.

19. Third Party Rights

- 19.1 The provisions of Clause 18 (IPRs Indemnity) of the Home Office Contract as incorporated into this Contract and Annex 8 (Staff Transfer) (together "**Third Party Provisions**") confer benefits on persons named or identified in such provisions other than the Parties (each such person a "**Third Party Beneficiary**") and are intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.
- 19.2 Any failure by the Supplier to comply with this Contract shall also be actionable (on behalf of and in place of the Buyer) and/or managed by the Home Office and accordingly this Contract confers such benefit on the Home Office and such right is intended to be enforceable by the Home Office by virtue of the CRTPA.
- 19.3 Subject to Clauses 19.1 and 19.2, a person who is not a Party to this Contract has no right under the CRTPA to enforce any term of this Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 19.4 With the exception of the Home Office (who may enforce, or take any step to enforce, this Contract without the prior written consent of the Buyer), no Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Buyer, which may, if given, be given on and subject to such terms as the Buyer may determine.
- 19.5 Subject to Clause 8.5, any amendments or modifications to this Contract may be made, and any rights created under Clause 19.1 may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

20. Notices

- 20.1 Any notices sent under this Contract must be in writing.

20.2 Subject to Clause 20.4, the following table sets out the method by which notices may be served under this Contract and the respective deemed time and proof of service:

Manner of Delivery	Deemed time of service	Proof of service
Email	9.00am on the first Working Day after sending	Dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message.
Personal delivery	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day.	Properly addressed and delivered as evidenced by signature of a delivery receipt
Prepaid, Royal Mail Signed For™ 1st Class or other prepaid, next Working Day service providing proof of delivery.	At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm).	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt

20.3 Notices shall be sent to the addresses set out in the Order Form or such other address as is notified by one Party to the other in writing.

20.4 The following notices may only be served as an attachment to an email if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in the table in Clause 20.2:

- (a) notices issued by the Supplier pursuant to Clause 10.6 (*When the Supplier can end or suspend the Contract and what happens when the contract ends (Buyer and Supplier termination)*);
- (b) Force Majeure Notices;
- (c) Termination Notices; and
- (d) Dispute Notices.

20.5 Failure to send any original notice by personal delivery or recorded delivery in accordance with Clause 20.4 shall invalidate the service of the related e-mail transmission. The deemed time of delivery of such notice shall be the deemed time of delivery of the original notice

sent by personal delivery or Royal Mail Signed For™ 1st Class delivery (as set out in the table in Clause 20.2) or, if earlier, the time of response or acknowledgement by the other Party to the email attaching the notice.

- 20.6 This Clause 20 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution (other than the service of a Dispute Notice under Schedule 8.3 (Dispute Resolution Procedure)).

21. Disputes

- 21.1 The Parties shall resolve Disputes arising out of or in connection with this Contract in accordance with the Dispute Resolution Procedure.
- 21.2 The Buyer acknowledges the rights of election of the Home Office at paragraph 7.1 of Schedule 12 (ESN User Organisation Purchase Terms) of the Home Office Contract in its sole discretion to take and transfer conduct of Disputes of the Buyer under this Contract.
- 21.3 The Supplier shall continue to provide the UO Services in accordance with the terms of this Contract until a Dispute has been resolved.

22. Entire Agreement

- 22.1 This Contract constitutes the entire agreement between the Parties in respect of its subject matter and supersedes and extinguishes all prior negotiations, arrangements, understanding, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral.
- 22.2 Neither Party has been given, nor entered into this Contract in reliance on, any warranty, statement, promise or representation other than those expressly set out or incorporated into this Contract.
- 22.3 Nothing in this Clause 22 shall exclude any liability in respect of misrepresentations made fraudulently.

23. Governing Law and Jurisdiction

- 23.1 This Contract and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.
- 23.2 Subject to Clause 21 (Disputes) and Schedule 8.3 (Dispute Resolution Procedure) (including the Buyer's right to refer the dispute to arbitration), the Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Contract or its subject matter or formation.

24. UO Services Specific Terms

- 24.1 Where a lawful request for targeted interception or the disclosure of communications data for a Buyer or User has been made by a public body with jurisdiction over the Parties, the Parties shall comply with their respective obligations and the Buyer will provide all cooperation and support to enable the Supplier to comply with the Supplier's obligations in respect of such lawful request for targeted interception or disclosure of communications data. [REDACTED] from the relevant law enforcement authorities for undertaking such targeted interception or disclosure.
- 24.2 The classification of any Equipment forming part of any Service Catalogue Non-Standard Items ordered by a Buyer under this Contract shall be as set out in the MS Service Catalogue for each item of Equipment or as set out in the Buyer Specific Statement of Requirements where each item of Equipment shall be classified as being either:
- (a) Buyer Owned Equipment;
 - (b) Passive Equipment; or
 - (c) Active Equipment
- (where each of the definitions of Equipment, Buyer Owned Equipment, Passive Equipment and Active Equipment are as defined in Annex 6 of this Contract).

25. Publicity and Branding

- 25.1 The Supplier shall not:
- (a) make any press announcements or publicise this Contract or its contents in any way; or
 - (b) use the Buyer's name or use any of the Buyer's trade marks, in any marketing, promotional or advertising materials of the Supplier; or
 - (c) use the Buyer's name or brand in any promotion or marketing or announcement of orders,
- without the prior written consent of both (i) the Home Office under clause 23 of the Home Office Contract and (ii) the Buyer under this Contract as to the timing, placement and wording of the announcement.

26. Tripartite Arrangement

- 26.1 Where the Buyer provides a notice (including notices referred to in Clause 20.4), disclosure or other communication to EEL or BT Plc in accordance with the terms of this Contract, it shall be deemed sent to the Supplier, unless expressly stated otherwise in the relevant notice, disclosure or other communication (or as otherwise required by Law). Where either of BT Plc or EEL provides a notice (including notices referred to in Clause 20.4), disclosure or other communication to the Buyer in accordance with the terms of this Contract, it shall be deemed given by the Supplier, unless expressly stated otherwise in the relevant notice, disclosure or other communication (or as otherwise required by Law).

- 26.2 The Buyer shall rely on any instructions, agreement, approvals, consents, disclosures, notices and other communications (of any form) from either EEL or BT Plc in relation to this Contract as being from and binding on both EEL and BT Plc, unless expressly stated otherwise in the relevant communication. Save that if there are any conflicting instructions, agreement, approvals, consents, disclosures, notices and other communications (of any form) to the Buyer from either EEL or BT Plc in accordance with this Contract, the Buyer shall rely on such communications from BT Plc. The Supplier shall rely on any instructions, agreement, approvals, consents, disclosures, notices and other communications (of any form) from the Buyer to either of EEL or BT Plc in relation to this Contract as applying to both EEL and BT Plc, unless expressly stated otherwise in the relevant communication. Save that if there are any conflicting instructions, agreement, approvals, consents, disclosures, notices and other communications (of any form) to either EEL or BT Plc from the Buyer in accordance with this Contract, the Supplier shall rely on such communications to BT Plc from the Buyer.
- 26.3 For the avoidance of doubt, by this Contract being a tripartite agreement, there is no requirement on:
- (a) the Buyer to perform any obligations and/or responsibilities to both EEL and BT Plc where such obligation and/ or responsibility has been performed in relation to either of EEL or BT Plc; save as in relation to any persisting obligations on the Buyer under this Contract which are owed to both EEL and BT Plc jointly (where in this clause 'persisting obligations' means obligations which apply on a continuous basis at all times during the Term) if it is not possible to split performance of such obligations on the Buyer to the Supplier between EEL and BT Plc individually; and
 - (b) either of EEL or BT Plc as the Supplier to provide any reports, documents or deliverables more than once by virtue of them being two separate entities where such reports, documents or deliverables have already been delivered (or, in the case of continuing or reoccurring obligations to provide (or obligations to update) reports, documents or deliverables, continue to be delivered) in accordance with the terms of this Contract.
- 26.4 The liabilities and obligations of EEL and BT Plc under this Contract are joint and several. Any failure; UO Default; or breach of this Contract by either EEL or BT Plc shall be respectively deemed a failure; UO Default; or breach by the Supplier.
- 26.5 At all times, each of EEL and BT Plc warrant and undertake that they each separately and jointly have the authority to bind the other under and in relation to this Contract.

Annex 1 – Definitions and Interpretation

1. Interpretation

- 1.1 In the Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Annex 1 (Definitions and Interpretation) or the relevant Annex in which that capitalised expression appears.
- 1.2 **Additionally, where a term is not defined in this Contract but is defined in the Home Office Contract, the meaning set be as set out in the Home Office Contract but shall be deemed to have been updated as the context of this Contract requires.**
- 1.3 If a capitalised expression does not have an interpretation in this Contract or any Annex, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.4 In the Contract, unless the context otherwise requires:
- (a) the singular includes the plural and vice versa;
 - (b) reference to a gender includes the other gender and the neuter;
 - (c) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - (d) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - (e) the words "including", "other", "in particular", "for example" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation";
 - (f) references to "writing" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - (g) references to "representations" shall be construed as references to present facts, to "warranties" as references to present and future facts and to "undertakings" as references to obligations under the Contract;
 - (h) references to "Clauses" and "Schedules" are, unless otherwise provided, references to the clauses and schedules of the Conditions and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
 - (i) references to "Paragraphs" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided; and
 - (j) references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified.
 - (k) the headings in the Contract are for ease of reference only and shall not affect the interpretation or construction of the Contract; and
 - (l) where the Buyer is a Crown Body, the Supplier shall not be treated as contracting with the Crown as a whole.

- 1.5 Any reference in this Contract which immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to Section 1A of the European Union (Withdrawal) Act 2018) is a reference to (as it has effect from time to time):
- (a) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("EU References") which is to form part of domestic law by application of Section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
 - (b) any EU institution or EU authority or other such EU body shall be read on and after IP Completion Day as a reference to the UK institution, authority or body to which its functions were transferred.
- 1.6 Where a standard, policy or document is referred to in this Contract by reference to a hyperlink, then if the hyperlink is changed or no longer provides access to the relevant standard, policy or document, the Supplier shall notify the Buyer and the Parties shall update this Contract, having agreed any such change with the Home Office pursuant to Clause 8.5 of this Contract, with a reference to the replacement hyperlink.

"Active Connection"	means a connection that: <ul style="list-style-type: none"> (a) has been activated on the MS Network pursuant to the terms of this Contract; and (b) has the right and capability to establish calls or use data services; and (c) which the Customer has not requested be deactivated;
"Acceptable Use Policy"	means the Supplier's acceptable use policy as set out in Annex 7 (Acceptable Use Policy) as amended from time to time in accordance with Annex 7 (Acceptable Use Policy);
"Buyer"	the person named as Buyer in the Order Form;
"Buyer Cause"	means a breach by the Buyer of any of its obligations under this Contract, except to the extent that such breach is: <ul style="list-style-type: none"> (a) the result of any act or omission by the relevant User Organisation to which the Supplier has given its prior consent; or (b) caused by the Supplier, any Sub-contractor or any Supplier Personnel;
"Buyer Data"	(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which: <ul style="list-style-type: none"> (i) are supplied to the Supplier by or on behalf of the Buyer; and/or

	(ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract , including data which the Buyer or any end user of the UO Services provides to the Supplier under this Contract, or data which are created by the Supplier (Supplier in this definition means (i) EEL; (ii) BT Plc; or (iii) EEL and BT Plc jointly) solely and exclusively in order to provide UO Services, but excluding Telecommunications Data, Specially Written Software and Project Specific IPR; or (b) any Personal Data for which the Buyer is the sole Controller;
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Sub-contractors for provision of the UO Services (or any of them);
"Buyer Specific Statement of Requirements for Service Catalogue Non-Standard Items"	means the statement of requirements developed between the Buyer and the Supplier in relation to a Service Catalogue Non-Standard Item as set out in Annex 5 (Buyer Specific Statement of Requirements for Service Catalogue Non-Standard Items) and as further developed in accordance with Annex 6 (Service Specific Terms) where this item is called the 'Statement of Requirements';
"Central Government Body"	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency;
"Charges"	the charges for the UO Services as specified in the Order Form;
"Charges Schedule"	means Schedule 7.1 (Charges and Invoicing) of the Home Office Contract as amended from time to time in accordance with the terms of the Home Office Contract;
"Claim"	any claim which it appears that the Buyer is, or may become, entitled to indemnification under this Contract;
"Conditions"	means these terms and conditions of contract;
"Confidential Information"	all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
"Continued UO Services"	means the continued access to and use of the MS Network during the relevant UO Termination Assistance Period as amended in accordance with clause 10.9(c);

"Contract"	the contract between (i) the Buyer and (ii) the Supplier which is created by the Supplier's counter signing the Order Form and includes the Order Form, these Conditions and the Annexes as specified on the Order Form;
"Contract Year"	<p>a) the first Contract Year shall be the period running from the Start Date to [REDACTED]; and</p> <p>b) thereafter a period of [REDACTED];</p> <p>provided that the final Contract Year shall end on the expiry or termination of the Term;</p>
"Controller"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"CRTPA"	the Contracts (Rights of Third Parties) Act 1999;
"Data Loss Event"	any event that results in unauthorised access to Personal Data held by either party in the capacity of Processor under this Contract including any Personal Data Breach;
"Data Protection Legislation"	(a) the UK GDPR, (b) the DPA 2018 to the extent that it relates to the processing of Personal Data and privacy; (c) all applicable Law about the processing of Personal Data and privacy; and (d) (to the extent that it applies) the EU GDPR (and in the event of conflict, the UK GDPR shall apply);
"Data Protection Officer"	has the meaning given to it in Data Protection Legislation;
"Data Subject"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"DPA 2018"	the Data Protection Act 2018;
"[REDACTED]"	means as defined in the Home Office Contract;
"EU"	the European Union;
"EU GDPR"	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in

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"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"IP Completion Day"	has the meaning given to it in the European Union (Withdrawal Agreement) Act 2020;
"Joint Controllers"	has the meaning given in Article 26 of the UK GDPR, or EU GDPR, as the context requires;
"Law"	any law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
"Local Force Majeure Event"	means 'any event outside the reasonable control of either Party affecting its performance of its obligations under this Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood, storm or earthquake, or other natural disaster but excluding any industrial dispute relating to the Supplier or the Supplier Personnel or any other failure in the Supplier's or a Sub-contractor's supply chain;'
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"MS Service Catalogue"	means the catalogue hosted by the US Supplier containing descriptions, specifications and pricing for those Service Catalogue Standard Items and Service Catalogue Non-Standard Items as may be formally agreed by the Supplier and the Home Office from time to time and which shall be available on the Self-Service Interface;
"Order Form"	the order form signed by the Buyer and the Supplier set out above these Conditions;
"Party"	the Supplier or the Buyer (as appropriate) and "Parties" shall mean both of them;
"Personal Data"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Personal Data Breach"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Processor"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Protective Measures"	means, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, appropriate technical and organisational measures designed to ensure compliance with

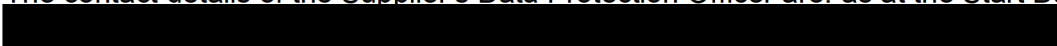
	obligations of the Parties arising under Data Protection Legislation which may include pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it, including those outlined in Schedule 2.4 (Security Management) of the Home Office Contract as referred to in Annex 10 (Security Management);
"Purchase Order Number" or "PO Number"	the Buyer's unique number relating to the order for UO Services to be supplied by the Buyer to the Supplier in accordance with the Contract;
"Self-Service Interface"	means the self-service interface portal made available on a website hosted by the US Supplier where the Buyer may place or request orders for new or additional or remove or reduce Service Catalogue Standard Items and/or Service Catalogue Non-Standard Items
"Service Catalogue Non-Standard Item"	means a non-standard item made available by the Supplier to the Buyer pursuant to Schedule 2.1 (Services Description) of the Home Office Contract as set out in the MS Service Catalogue but where the specific pricing and specifics of any order is required to be agreed (as relevant to the detail of the order) between the Supplier and the Buyer (as applicable) before that order can be formally placed;
"Service Catalogue Standard Item"	means a standard item made available by the Supplier to the Buyer pursuant to Schedule 2.1 (Services Description) of the Home Office Contract as set out with firm pricing at the time of order in the MS Service Catalogue;
"Service Commencement Date"	means in respect of each element of UO Services ordered the date such service should commence as set out on the Self-Service Interface or in Annex 3 (Order and Charges) or such other date as agreed between the Parties;
"Specification"	the specification for the UO Services to be supplied by the Supplier to the Buyer (including as to quantity, description and quality) as specified further in the Order Form and as amended (as applicable) from time to time in accordance with the Home Office Contract;
"Start Date"	the start date of the Contract set out in the Order Form;
"Sub-Contract"	any contract or agreement (or proposed contract or agreement), other than the Contract, pursuant to which a third party: <ul style="list-style-type: none"> (a) provides the UO Services (or any part of them); (b) provides facilities or services necessary for the provision of the UO Services (or any part of them); and/or (c) is responsible for the management, direction or control of the provision of the UO Services (or any part of them);
"Sub-contractor"	any person other than the Supplier, who is a party to a Sub-Contract

	and the servants or agents of that person;
"Subprocessor"	any third party appointed to process Personal Data on behalf of the Processor related to the Contract;
"Supplier"	the person named as Supplier in the Order Form;
"Standards"	means those standards set out in Schedule 2.3 (Standards) of the Home Office Contract;
"Term"	the period from the Start Date to the Expiry Date as such period may be extended in accordance with clause 10.2 or terminated in accordance with the Contract;
"Transitioning Services"	the services arising from the plan for migration and transition of the Services (as defined in the Home Office Contract) to a replacement supplier which will take into account the requirements and needs of the User Organisations;
"UK GDPR"	has the meaning as set out in section 3(10) of the DPA 2018, supplemented by section 205(4);
"UO Default"	<p>any breach of the obligations of the relevant Party (including abandonment of this Contract in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement:</p> <p>(a) in the case of the Buyer, of its employees, servants, agents; or</p> <p>(b) in the case of the Supplier, of its Sub-contractors or any Supplier Personnel,</p> <p>in connection with or in relation to the subject-matter of this Contract and in respect of which such Party is liable to the other;</p>
"UO Services"	means the goods, services, Service Catalogue Standard Items and/or Service Catalogue Non-Standard Items to be supplied under the Contract as set out in the Order Form;
"UO Termination Assistance Period"	<p>means</p> <p>(a) where the Home Office Contract has terminated or expired, the period during the Termination Assistance Period (as requested in the Home Office Contract); or</p> <p>(b) where the Buyer terminates this Contract but the Home Office Contract has not terminated, no longer [REDACTED] from the date of termination of this Contract;</p>
"UO Termination Services"	means ad hoc/bespoke services for the orderly transfer of responsibility for and conduct of UO Services to the Buyer and/or its replacement suppliers such as decommissioning services, transfer/handing back of equipment (as provided for in Annex 6), the transfer/provision of information/knowledge transfer, as reasonably requested by the Buyer on the MS Service Catalogue and shall not

	include Continued UO Services;
"US Supplier"	means the User Services supplier appointed by the Home Office;
"User"	means an end user of the UO Services;
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Working Day"	any day other than a Saturday, Sunday or public holiday in England and Wales.

Annex 2 – Processing Personal Data - Authorised Processing Template



- 1.1 This Annex shall be completed by the Controller taking account of the views of the Processor.
- 1.2 The contact details of the Buyer's Data Protection Officer are: **[Insert Contact details]**
- 1.3 The contact details of the Supplier's Data Protection Officer are: as at the Start Date, , or as otherwise notified by the Supplier to the Buyer in writing from time to time
- 1.4 Each party shall provide the other party with the updated contact details of its Data Protection Officer for the time being upon the other party's reasonable request.
- 1.5 The Processor shall comply with any further reasonable written instructions with respect to processing by the Controller where such instructions are consistent with the terms of this Contract and any such further instructions shall be incorporated into this Annex.
- 1.6 Any instructions which are not consistent with the terms of this Contract or which require the Processor to incur any additional cost or expense shall be subject to the agreement of the parties in writing in accordance with this Contract.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Buyer is Controller and the Supplier is Processor</p> <ul style="list-style-type: none"> The Parties acknowledge that in accordance with Clause 22.2 to 22.15 of the incorporated terms of the Home Office Contract and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the relevant Personal Data: <i>For certain processing activities in the provision of UO Services other than those processing activities identified and detailed below under the section titled "The Parties are Independent Controllers of Personal Data"</i>

	<ul style="list-style-type: none"> • <i>[Insert the scope of Personal Data for which the purposes and means of the processing by the Supplier is determined by the Buyer]</i> <p>The Supplier is Controller and the Buyer is Processor</p> <p><i>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Buyer is the Processor in accordance with Clause 22.2 to 22.15 of the incorporated terms of the Home Office Contract of the relevant Personal Data:</i></p> <ul style="list-style-type: none"> • <i>For certain processing activities in the provision of this Contract other than those processing activities identified and detailed below under the section titled “The Parties are Independent Controllers of Personal Data”.</i> • <i>[Insert the scope of other Personal Data for which the purposes and means of the processing by the Buyer is determined by the Supplier]</i> <p>The Parties are Joint Controllers</p> <p><i>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> • <i>As at the Start Date, the Supplier and the Buyer's understanding is that they will not be Joint Controllers of Personal Data under this Contract for the purposes of the Data Protection Legislation.</i> • <i>[Insert the scope of any Personal Data for which the purposes and means of the processing is determined by both Parties together]</i> <p>The Parties are Independent Controllers of Personal Data</p> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> • <i>Business contact details of Supplier Personnel,</i> • <i>Business contact details of any directors, officers, employees, agents, consultants and contractors of the Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer's duties under this Contract).</i> • <i>[Insert the scope of other Personal Data provided by one Party who is Data Controller to the other Party who will separately determine the nature and purposes of its</i>
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	<p><i>processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Buyer cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Buyer or (4) there is any other instance where the Supplier is also an Independent Controller in respect of certain processing in the provision of the UO Services]</i></p> <p><i>For more information, please see the ICO website on how to determine whether you are a controller or processor (https://ico.org.uk/).</i></p>
Duration of the processing	<p>Where the Supplier is the Processor</p> <p>The Supplier shall process relevant Personal Data for the duration of this Contract and thereafter until the Charges are paid in full.</p> <p>Where the Buyer is the Processor</p> <p>The Buyer shall process the relevant Personal Data for the duration of this Contract.</p>
Nature and purposes of the processing	<p>Where the Supplier is the Processor</p> <p>The Supplier shall process relevant Personal Data in the provision of the UO Services and as more particularly described under this Contract.</p> <p>The processing by the Supplier in the provision in the UO Services may involve the collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of Buyer Personal Data by the Supplier.</p> <p><i>[Insert any other nature and purposes of processing by the Supplier (if any).</i></p> <p><i>Please be as specific as possible, but make sure that you cover all intended purposes.</i></p> <p><i>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, 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) etc.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i></p> <p>Where the Buyer is the Processor</p>

	<p>The Buyer shall process relevant Personal Data to the extent required for receipt of the UO Services and for the purposes of:</p> <ul style="list-style-type: none"> • billing; and • debt recovery. <p>[Insert any other nature and purposes of processing by the Buyer (if any).</p> <p><i>[Please be as specific as possible, but make sure that you cover all intended purposes.</i></p> <p><i>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, 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) etc.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i></p> <p><i>For more information, please see the ICO website for the lawful basis for processing and the scope and key definitions (https://ico.org.uk/).</i></p>
Type of Personal Data	<p>Where the Supplier is the Processor</p> <p>The Supplier will process the following Personal Data in respect of the end user of the UO Services:</p> <p>Contact information, including the phone number that an end user calls or receives a call from; and contents of communications that are generated by the Buyer (or their employees, agents or subcontractors) including through use of voice mail, voice recording, text messaging features and web browsing.</p> <p>[Insert any other examples]</p> <p><i>For more information, please see the ICO website for what is considered personal data (https://ico.org.uk/).</i></p> <p>Where the Buyer is the Processor</p> <p>The Buyer will process the following Personal Data in respect of the end users of the UO Services:</p> <ul style="list-style-type: none"> • Personal Data about end users of the Services as required for billing or debt recovery purposes; and • Personal Data generated by the Supplier incidentally or in satisfaction of its regulatory obligations during performance of the Services, including call data records, traffic data records, location data and usage data. <p>[Insert any other examples]</p>

	<i>For more information, please see the ICO website for what is considered personal data (https://ico.org.uk/).</i>
Categories of Data Subject	<p><i>End users of the UO Services</i></p> <p><i>[Insert other examples e.g: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</i></p> <p><i>For more information, please see the ICO website for different categories of personal data (https://ico.org.uk/).</i></p>
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under law to preserve that type of data</p>	<p>Where the Supplier is the Processor Except as set out in the Exit Plan agreed between the Supplier and the Home Office under the Home Office Contract, at the choice of the Buyer, Supplier to delete or return all Personal Data to the Buyer after the end of the provision of the Services relating to the processing and delete existing copies.</p> <p>Where the Buyer is the Processor At the choice of the Supplier, Buyer to delete or return all Personal Data to the Supplier after the end of the provision of the UO Services relating to the processing and delete existing copies.</p> <p><i>For more information, please see the ICO website for the retention and destruction of information (https://ico.org.uk/).</i></p>

Annex 3 – Order and Charges



The UO Services ordered by the Buyer under this Contract at the Start Date are as set out in the table below together with the Charges for such UO Services at the Start Date. The Buyer acknowledges that any changes to the Charges shall be made under the Home Office Contract.

Order				
Section 1 – Service Catalogue Standard Items				
Charge Number	Description (and Service Commencement Date)	No. of subscriptions	Charge per unit/ subscription (excl. VAT)	Total for Charge Number (excl. VAT)
[SCxxxxxx]				
Section 2 – Service Catalogue Non-Standard Items				
Charge Number	Description (and Service Commencement Date)	No. of units / subscriptions	Charge per unit/ subscription (excl. VAT)	Total for Charge Number (excl. VAT)
[xxxxxx]				
			Totals (excl. VAT)	

Annex 4 (End User License Terms)



Annex 5 (Buyer Specific Statement of Requirements for Service Catalogue Non-Standard Items)

Where a Buyer wishes to purchase Service Catalogue Non-Standard Items, the Supplier may request that the Buyer provides certain details (to the extent it possesses and is permitted to provide such information) about the Buyer's requirements to enable the Supplier to fulfil orders for Service Catalogue Non-Standard Items and/or provide guidance over which Service Catalogue Non-Standard Item may be most suitable to meet the Buyer's requirements. The Supplier requires this information so that it can consider and recommend the most appropriate Service Catalogue Non-Standard Item to deliver the specific needs of the Buyer.

The Supplier may request the following information from the Buyer either (i) when the Buyer has ordered a survey, or (ii) where the Buyer has indicated to the Supplier that it is considering purchasing a Service Catalogue Non-Standard Item and would like some guidance from the Supplier over which Service Catalogue Non-Standard Item may be most suitable to meet its requirements. The Buyer should seek to provide the information to the extent it possesses and is permitted to provide such information while acknowledging that failure to provide such information may prevent the Supplier from best scoping and sizing the Service Catalogue Non-Standard Item(s) that would best meet the needs of the Buyer.

The Supplier can request the Buyer to provide information as part of placing of the any order for a Service Catalogue Non-Standard Item /request for guidance that includes:

1)

quality map;

4)

7)

(together, the "**Statement of Requirements**" as referred to in Annex 6 of this Contract).

In accordance with Paragraph 5 of Annex 6 (Service Specific Terms) the Statement of Requirements will be developed and agreed between the Parties prior to being incorporated into the Contract as part of the formal order of any applicable Service Catalogue Non-Standards Item. Such development shall include consideration and inclusion of any resolution fix times (if any) that are applicable to the Service Catalogue Non-Standards Item(s) and that shall apply to the Service Catalogue Non-Standards Item(s) once installed at the Buyer Premises (in addition to any that are set out for Service Catalogue Non-Standard Items as displayed on the MS Service Catalogue for such Service Catalogue Non-Standard Item).

Annex 6 (Service Specific Terms)

This Annex 6 (Service Specific Terms) shall only apply where the Buyer purchases Service Catalogue Non-Standard Items that either (i) require the Supplier to enter the Buyer Premises for the purposes of carry out a survey and/or (ii) require the Supplier to enter the Buyer Premises where related to Active Equipment and/or Passive Equipment.

Where the Buyer purchases only Buyer Owned Equipment under this Contract Paragraphs 2.1 and 3.1.1 shall apply.

- 1.1 The definitions as set out in Annex 1 of this Contract shall apply to this Annex together with the additional definitions set out below which shall apply in the context of this Annex.

"Active Equipment"	means Equipment that plays an operational role in the Supplier's network's functionality, such as transmitting, receiving, or processing data and requires electricity to operate, as categorised in the product description on the MS Service Catalogue; Examples may include: base station, small cell, repeater, radio nodes;
"Buyer Owned Equipment"	means Equipment purchased by the Buyer on the Self-Service Interface which is owned by the Buyer from delivery, as categorised in the product description on the MS Service Catalogue (e.g. boosters/coverage extenders);
"Equipment"	means as equipment supplied by the Supplier under this Contract for Service Catalogue Non-Standard Items and which is further classified as "Active Equipment", "Buyer Owned Equipment or "Passive Equipment";
"Passive Equipment"	means Equipment that is not Buyer Owned Equipment or Active Equipment; Examples may include: passive DAS antenna and associated cabling, coaxial cables, couplers, splitters;
"Survey Rights"	means the rights granted under Paragraph 4.1 of this Annex;
"Statement of Requirements"	means a Supplier form as illustrated in Annex 5 to this Contract that may be used to detail the Buyer's requirements in relation to a Service Catalogue Non-Standard Item which shall be agreed in accordance with the process outlined in this Annex; and
"Works"	means the works (including any structural works (as may be required) and survey works) in connection with the installation of certain Service Catalogue Non-Standard Item(s) and the laying of any necessary communications and electricity supply cables and shall where the context applies include any works carried out by the Supplier in exercising the Survey Rights.

- 2.1 Where, as part of the Contract, the Supplier is to supply Equipment to the Buyer:

- 2.1.1 the relevant description of the Equipment and the price shall be as set out in MS Service Catalogue and as further detailed on the Self-Service Interface;
- 2.1.2 the Supplier shall supply the Equipment and, where relevant, install the Active Equipment and Passive Equipment in accordance with the Specification and Statement of Requirement agreed pursuant to Paragraph 5.2 as ordered by the Buyer;

- 2.1.3 the Buyer shall inform the Supplier as soon as reasonably practicable if it becomes aware of the loss, theft or damage of any Active Equipment and Passive Equipment. Subject to Paragraph 2.1.4, [REDACTED] The Buyer acknowledges that once the loss or theft of the Equipment is notified to the Supplier, the Supplier will terminate the ability of the relevant piece of Equipment to communicate with the Supplier's network; and
- 2.1.4 [REDACTED]
- 3.1 Notwithstanding paragraph 3.2, unless otherwise agreed in writing between the Supplier and the Buyer, the Parties agree that:
- 3.1.1 Buyer Owned Equipment shall be owned by and remain the property of the Buyer from the point of delivery at which point title shall transfer from the Supplier to the Buyer. The Buyer assumes full responsibility for the operation, maintenance, and any associated risks or liabilities, including repair, replacement, or upgrades (where any such repair, replacement or upgrade shall be at the discretion of the Buyer);
- 3.1.2 Passive Equipment shall be owned by and remain the property of the Supplier for the Term. Title to the Passive Equipment shall transfer to the Buyer at the end of the Term or sooner if the Buyers right to occupy the property ceases or will cease before the end of the Term, where no prior decommissioning service in respect of such Passive Equipment has been ordered by the Buyer from the Self-Service Interface, as payable in accordance with the product description in the MS Service Catalogue. The Supplier assumes full responsibility for the operation, maintenance, and any associated risks or liabilities, including repair, replacement, or upgrades save for any risks or liabilities which are the result of any act or omission of the Buyer; and
- 3.1.3 Active Equipment shall be owned and remain the property of the Supplier. On or before termination or expiry of the Contract (or if the Buyers right to occupy the property ceases or will cease before the end of the Term), the Buyer shall order [REDACTED] a decommissioning service from the Self-Service Interface for the safe removal and return of this Active Equipment to the Supplier, in accordance with the terms of the relevant product description in the MS Service Catalogue. In the event that the Buyer fails to order a decommissioning service, the Supplier shall require access to remove such Active Equipment [REDACTED]. The Supplier assumes full responsibility for the operation, maintenance, and any associated risks or liabilities, including repair, replacement, or upgrades save for any risks or liabilities which are the result of any act or omission of the Buyer.
- 3.2 Where expressly agreed between the Parties in writing, ownership rights, title, or interest in Active Equipment supplied by the Supplier may transfer to the Buyer or a third party on or before termination or expiry of the Contract.
- 3.3 On termination or expiry of this Contract, all Active Equipment in which title has not passed to the Buyer must be returned to the Supplier, (unless previously notified to and agreed with the Supplier), or destroyed as requested by the Supplier. In consideration of the obligations from the Supplier to the Buyer in this Annex 6, the Buyer grants or procures the grant to the Supplier and all those authorised by it from time to time (which shall include where appropriate the Supplier's respective employees, agents, independent contractors, telecommunication link providers) rights (the "**Survey Rights**") to:

- 4.1.1 carry out surveys at the relevant parts of Buyer Premises as permitted by the Buyer; and
- 4.1.2 take vehicular (where appropriate) and pedestrian access over and through any access leading to the Buyer Premises and such relevant part of the Buyer Premises as permitted by the Buyer as are reasonably necessary for the purpose of carrying out surveys (with such materials, machinery, tools, plant and equipment as the Supplier considers reasonably necessary)

for the period reasonably required by the Supplier to survey the Buyer Premises and/or to deliver the Equipment ordered by the Buyer from the MS Service Catalogue, until such time as the Buyer removes the Survey Rights (upon notice (which may be immediate)) or such other date (as agreed between the Parties) on which the rights in 4.1.1 and 4.1.2 are no longer required (the “**Period**”)

- 4.2 The Buyer acknowledges that the Survey Rights may be exercised by the Supplier in one or more separate visits during the Period, and further acknowledges that the parties attending each site visit shall have the right to take photographs for the purposes of exercising the Survey Rights subject to the Buyer’s prior consent being given. The Parties acknowledge that the Buyer may suspend the Survey Rights and/or any right to take photographs with immediate effect in the case of an emergency.
- 4.3 In carrying out any survey or Works the Supplier shall (and shall procure that any subcontractor shall) comply with any conditions of work on site and any security and vetting requirements applicable for the Buyer Premises including leaving immediately at the request of the Buyer in addition to any obligations covering such access incorporated into this Contract from the Home Office Contract.
- 5.1 If the Buyer orders a Service Catalogue Non-Standard Item, to which a Statement of Requirements applies, the Supplier and the Buyer shall agree the final contents of that Statement of Requirements in writing, in accordance with Annex 5.
- 5.2 Upon either party completing a Statement of Requirements, the other party may agree to the proposed Statement of Requirements or revise it with suggested amendments for approval or revision by the original party. Any revised Statement of Requirements will then follow the same approval or revision process. Any revised Statement of Requirements shall only be incorporated into the Contract when the Parties agree in writing that the Statement of Requirements is in final and agreed form. The Supplier shall not seek to amend the terms of the Contract or reduce the Specification by way of amending the Statement of Requirements. The Parties recognise that the Statement of Requirements may need to be updated, by agreement, in circumstances where installation limitations are identified during installation (that could not reasonably be identified by the prior survey).
- 6.1 Where the Supplier is planning any Works and/or installing any Equipment forming all or part of a Service Catalogue Non-Standard Item for the Buyer, the Supplier shall request and the Buyer will notify the Supplier of any health and safety and security policies in relation to the Buyer Premises.
- 6.2 The Supplier shall perform its obligations under this Contract in accordance with the Buyer’s health and safety policy and security policies whilst at the Buyer’s premises provided such policies are notified to the Supplier and such corresponding obligations covering health and safety and security incorporated into this Contract from the Home Office Contract.
- 6.3 Each party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Buyer Premises of which it becomes aware and which relate to or arise in connection with the performance of this Contract. The Supplier shall instruct Supplier Personnel to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.

- 6.4 If the Supplier causes any damage to the Buyer Premises during the installation of the Service Catalogue Non-Standard Item due to the Supplier's negligence, acts or omissions, the Supplier will either reinstate the Buyer Premises to the Buyer's reasonable satisfaction without undue delay or [REDACTED] of any work that is needed to restore the premises to the condition it was in immediately before the damage occurred.
- 7.1 Where the Buyer orders any Active Equipment and/or Passive Equipment as part of Service Catalogue Non-Standard Items, the Buyer shall obtain and be responsible for ensuring and or procuring that all necessary and appropriate authorities, licences and consents have been obtained and complied with in order to allow the Supplier to install such Equipment. The Parties acknowledge that the Supplier shall assist the Buyer with the identification of all consents and permissions of any landlord, mortgagee, covenantee and other third party issues required for such installation. In the event that the Buyer is unable to obtain all consents and permissions of any landlord, mortgagee, covenantee or resolve other third party issues required for the installation of the relevant Equipment, the Buyer may elect to request the Supplier's support in obtaining the required authorities, licences and consents via the MS Services Catalogue.
- 7.2 The Buyer agrees:
- 7.2.1 to grant (or secure the grant) the Supplier the right to install, store, operate, maintain, upgrade and support the Active Equipment or Passive Equipment on the Buyer Premises to enable provision of the UO Services;
- 7.2.2 to provide the Supplier with reasonable access (with or without equipment) to the relevant Active Equipment or Passive Equipment at the Buyer Premises if necessary and at all times with prior notice (during normal office hours and if necessary and possible outside these hours taking into account the security requirements and operational hours of the building): for the installation, implementation, de-commissioning, removal and ongoing maintenance and support of the UO Services and/or such Active Equipment or Passive Equipment; and
- 7.2.3 where there is Active Equipment installed at the Buyer premises, to provide OFCOM (if required) with reasonable access (with or without equipment) to the Buyer Premises and systems if necessary and at all times with prior notice (during normal office hours and if necessary and possible outside these hours taking into account the security requirements and operational hours of the building): i) to carry out surveys to establish the level of electronic communications coverage on the Buyer Premises; and ii) for the inspection of any Active Equipment or Passive Equipment installed at the Buyer Premises.
- 7.3 The Buyer shall for Active Equipment:
- 7.3.1 if the Buyer's electricity supply is used,
- (a) enter into any agreement with the relevant electricity or communications operator as may be necessary to enable installation of the Active Equipment,
- (b) be responsible for arranging a supply of electricity [REDACTED],
- 7.3.2 not modify, tamper, move or interfere with such Active Equipment in any way other than to assist with any installation and implementation, without the prior written consent of the Supplier.
- 7.3.3 take reasonable steps to protect such Active Equipment from removal, theft, interference or damage, and

- 7.3.4 use reasonable endeavours to keep the Buyer Premises in good repair so that it can be used by the Supplier to the extent required for the Supplier to access the Active Equipment as provided in Paragraph 7.2.
- 8.1 The Supplier may recall as part of any original equipment manufacturer recall, update or have access to any Active Equipment and Passive Equipment as reasonably required to enhance or maintain the quality of UO Services or to update software on such Equipment, but will endeavour to minimise any disruption caused to, and not interfere with, the Buyer. Where the Active Equipment and/or Passive Equipment is subject to a manufacturer recall the provisions of Paragraph 9.3 shall apply as applied to a manufacturer recall.
- 9.1 The Supplier holds a public wireless network licence pursuant to which it is authorised to establish, install and use for certain equipment, including Active Equipment and Passive Equipment listed in the MS Services Catalogue or forming part of a Service Catalogue Non-Standard Item (the "**Licence**").
- 9.2 Under the terms of the Licence, OFCOM can require access to the Active Equipment and/or Passive Equipment and for the use of the Active Equipment and/or Passive Equipment to be modified or temporarily or permanently stopped at any time and the Buyer agrees to comply with any such request from the Supplier in such respect where the Supplier is complying with a direction from OFCOM.
- 9.3 In the circumstance set out in paragraph 9.2, where at no fault of the Buyer, OFCOM requires any Active Equipment to be reduced, or temporarily or permanently stopped, the Supplier shall not be entitled to apply any specific service charge related to the receipt and use of for any affected Equipment for the duration of any reduction, or temporarily or permanently cessation of the affected Equipment. Further, the Supplier shall [REDACTED] and if a reasonable alternative is suitable) put in place such reasonable alternative provision to support the Buyer's ongoing operational, business and/or use of the UO Services.
- 9.4 Notwithstanding Paragraph 3.1, Active Equipment and Passive Equipment will remain under the Supplier's control for regulatory compliance. Other Equipment may be subject to different ownership terms as agreed in writing between the Parties pursuant to the terms of this Contract.
- 9.5 For Service Catalogue Non-Standard Items, the Buyer acknowledges and agrees (and shall take reasonable steps to inform relevant Users with access to the Active Equipment) that Active Equipment may only be used at the level of power installed by the Supplier and using only the particular spectrum for which the Active Equipment has been designed and which has been installed by the Supplier.
- 9.6 On written notice, the Supplier may require the decommissioning and return of any Active Equipment forming part of a Service Catalogue Non-Standard Item at any time where the Supplier reasonably considers this absolutely necessary for compliance with its obligations under the Licence or its other regulatory obligations. In such circumstances, [REDACTED] unless a suitable alternative is provided in its place and in removing or replacing any equipment the Supplier shall make good any damage caused without undue delay. Where no comparable suitable alternative equipment is provided the Supplier shall ensure that no further amounts are sought from the Buyer in respect of, or linked to, the equipment that has been removed.

Annex 7 (Supplier's Acceptable Use Policy)

1. The Acceptable Use Policy set out in this Annex 7 is an example of the version as at the Effective Date of the Home Office Contract.
2. The Buyer accepts and agrees to the terms set out in the Acceptable Use Policy.
3. The Buyer acknowledges that the Acceptable Use Policy may be updated and amended from time to time with the agreement of the Home Office.
4. The Supplier shall (with the assistance of the Home Office via the US Supplier) use the Self-Service Interface to notify the Buyer of the latest version of the Acceptable Use Policy available and display the latest version on the Self-Service Interface. Upon any change the Supplier shall:
 - a. send the latest version of the Acceptable Use Policy to the Buyer's Authorised Representative and shall identify any changes to the previous version of the Acceptable Use Policy (as agreed with the Home Office) whereupon such update shall take effect [REDACTED] following notification of such update to the Buyer; and
 - b. upload (with the assistance of the Home Office via the US Supplier) the latest version of the Acceptable Use Policy to the Self-Service Interface and also identify any changes to the previous version of the Acceptable Use Policy.

The Supplier shall also provide the Acceptable Use Policy to the Buyer on written request at anytime.

[REDACTED]

Acceptable Use Policy

1 Summary and Definitions

- 1.1 This document sets out the Acceptable Use Policy.
- 1.2 Within this Annex the following definitions apply where such terms are used in this Annex:

Customer Equipment	means any equipment, including SIMs, and/or software used by the Buyer which is not provided by the Supplier but is used to access the MS Network and receive the UO Services;
Device	means any device that incorporates and utilises a SIM to access the MS Network and receive the UO Services;
Equipment	any hardware forming part of a Service Catalogue Non-Standard Item, any Devices or any other equipment, including SIMs, all of which have been supplied by the Supplier and purchased by the Buyer to enable the Buyer to access the MS Network and receive the UO Services; and

User Responsibilities means those responsibilities set out in Paragraph 3 of this Acceptable Use Policy.

- 1.3 Paragraph 1.8 of this Acceptable Use Policy sets out the actions that may be taken by the Supplier in the event of breach of this Acceptable Use Policy.
- 1.4 The Buyer shall be responsible for its use of the UO Services and the use of the UO Services by Users authorised by the Buyer.
- 1.5 [REDACTED] of UO Services incurred by unauthorised Users that are able to access the MS Network and the UO Services by using Equipment or a SIM that is identifiable to the Buyer.
- 1.6 The Buyer agrees that it retains responsibility for content which an authorised User sends or passes over the MS Network and is identifiable to the Buyer.
- 1.7 The Buyer shall comply with this Acceptable Use Policy (as amended by agreement with the Home Office) and:
 - 1.7.1 take reasonable steps to ensure that all Users comply with the User Responsibilities; and
 - 1.7.2 take reasonable steps to notify Users that they should comply with the User Responsibilities and that failure to do so could result in withdrawal of the UO Services from that User.
- 1.8 The Parties acknowledges and agree that where:
 - 1.8.1 the Buyer fails to comply with this Acceptable Use Policy,
 - 1.8.2 a User authorised by the Buyer fails to comply with the User Responsibilities, or
 - 1.8.3 unauthorised use is identified as being made by an unauthorised user,

the Supplier's remedy shall be limited to suspension as set out in Paragraph 4, the financial recourse as set out in Paragraphs 1.5 and 1.9, and enforcement of the Supplier's reasonable instructions or recommended reasonable measures in respect of Paragraphs, 2.1.5, 3.1.7 and 3.1.8. Such enforcement of the Supplier's reasonable instructions or recommended reasonable measures in respect of Paragraphs 2.1.5, 3.1.7 and 3.1.8 shall only apply where the instruction or measure is necessary to protect the MS Network from significant harm that the Supplier can demonstrate to the Buyer and/or the Home Office and only where the Supplier has sought to address the issues with the Buyer in the first instance.
- 1.9 The Buyer shall be responsible for any fraudulent use by Users that access the MS Network or the UO Services and are identifiable (by the Equipment or SIM) to the Buyer. The Buyer will be responsible for paying the Charges (including any interconnection and termination charges, if appropriate) for all UO Services used fraudulently by a User. The Supplier shall notify the Buyer (via the US Supplier) of any User that the Supplier suspects is committing fraud and the Buyer (via the US Supplier) shall be given the opportunity to prevent any further occurrence of that instance of fraud by implementing suitable measures, including any reasonable measures to manage that suspected instance of fraud that the Supplier recommends. If the Supplier fails to notify the Buyer (via the US Supplier) of any

suspected or identified fraudulent use of the UO Services at the point that the Supplier suspects or identifies such fraudulent use the Buyer shall only be responsible from the point it is notified.

2 **Buyer Acceptable Use Responsibilities**

2.1 The Buyer will:

- 2.1.1 comply with and take reasonable steps to ensure compliance by its Users with the User Responsibilities;
- 2.1.2 take steps to investigate illegal, immoral, fraudulent or unlawful uses by a User which is reported to the Buyer (via the US Supplier) by the Supplier and which the Buyer determines are contrary to the Buyer's permitted, authorised and intended use of the UO Services by a User;
- 2.1.3 inform the Supplier upon becoming aware of any suspected or actual unauthorised use of the UO Services or Equipment and take any reasonable steps requested by the Supplier, to prevent such unauthorised use;
- 2.1.4 keep confidential and not disclose to any third party any Buyer account password, personal identification code, number or name issued by the Supplier permitting access to the UO Services, save where the Buyer uses a third party to manage its connection to and use of the UO Services;
- 2.1.5 comply with any equipment manufacturer manuals, guidance and any reasonable instructions issued by the Supplier or relevant third party manufacturer or supplier concerning the use of the Customer Equipment, or Equipment, when accessing the UO Services and MS Network and co-operate with the Supplier's reasonable security and other checks (which may include the Supplier recommending to the Buyer (via the US Supplier) an OTA to Users) provided always that such manuals, guidance, instructions and/or checks either:
 - (a) do not limit or hinder the use of Customer Equipment, Equipment to the extent that it will no longer meet the Buyers intended or future use case and purpose for such Customer Equipment and Equipment when accessing the UO Services and MS Network; or
 - (b) are necessary and beneficial to the Buyer's continued use of the Customer Equipment, Equipment, UO Services and MS Network; and
- 2.1.6 only use Devices which are authorised for use on ESN.

3 **User Acceptable Use Responsibilities**

3.1 The Buyer will take reasonable steps to ensure that Users:

- 3.1.1 do not use UO Services for a purpose which is not permitted, authorised or intended by the Buyer or for any fraudulent or unlawful purposes;
- 3.1.2 do not cause, nor knowingly allow others to cause, any nuisance annoyance or inconvenience whether to the Buyer or to another User which shall include the use of the

MS Network for the persistent sending of unsolicited communications without reasonable cause;

- 3.1.3 do not knowingly act (or continue to act once the Buyer is aware) in any way such that the operation of the UO Services or MS Network or any other telecommunications network that is used as part of the UO Services, will be jeopardised or impaired;
- 3.1.4 do not knowingly distribute malicious software or permit the hacking or unauthorised modification of any Equipment or the MS Network;
- 3.1.5 only use a Device issued by the Buyer;
- 3.1.6 comply with the Buyer's requirements around keeping confidential and not disclosing to any third party any User account password, personal identification code, number or name permitting access to the UO Services;
- 3.1.7 comply with any equipment manufacturer licences, manuals, guidance and any reasonable instructions issued by the Supplier or relevant third party manufacturer or supplier concerning the use of the Customer Equipment, or Equipment when accessing the UO Services and MS Network (where such information has been provided to the Buyer and such licences accepted by the Buyer) and provided always that such licences, manuals, guidance, instructions either
 - (a) do not limit or hinder the use of the Customer Equipment, Equipment to the extent that it will no longer meet the Buyers intended of future use case and purpose for Customer Equipment and, Equipment when accessing the UO Services and MS Network; or
 - (b) are necessary and beneficial to the Buyer's continued use of the Customer Equipment, Equipment when accessing the UO Services and MS Network;
- 3.1.8 comply with any reasonable instructions issued to the Buyer (via the US Supplier) by the Supplier concerning use of the MS Network and co-operate (where requested by the Buyer) with the Supplier's reasonable security and other checks (which may include the Supplier recommending to the Buyer (via the US Supplier) an OTA to Users) provided always that such reasonable instructions and/or checks either:
 - (a) do not limit or hinder the use of the MS Network to the extent that it no longer meets the Buyers intended or future use case and purpose of accessing the MS Network; or
 - (b) are necessary and beneficial to the Buyer's continued use of the MS Network;
- 3.1.9 not (or allow any third party) to copy, reproduce, translate, adapt, vary, modify, sub-license, decompile, reverse engineer or create derivative works from any original equipment manufacturer Equipment software (or any part of it) unless expressly permitted to do so by the Supplier or by relevant law;
- 3.1.10 access the MS Network on the basis that the User does so knowingly and permitting the Supplier to employ standard network management processes for the conveyance over the MS Network including generating a call detail/data record (known as a **CDR**) (which may identify and include a pseudonymised MSISDN or IMSI);

- 3.1.11 only use the UO Services for the operational, business and/or permitted purposes of the Buyer;
- 3.1.12 do not to re-sell, re-supply or otherwise distribute the UO Services without the Supplier's prior written agreement;
- 3.1.13 do not circumvent any age restricted service mechanisms other than as authorised or permitted by the Buyer; and
- 3.1.14 ensure that the SIM is kept safe.

4 **Suspension and Deactivation**

- 4.1 The Supplier shall not take any action to suspend or deactivate a User for any breaches of the User Responsibilities and must contact the Buyer (via the US Supplier) to raise its concerns and seek to address the issue in the first instance. The Buyer will cooperate and support the Supplier's request to manage any authorised User that has breached the User Requirements which may include working together (via the US Supplier) to temporarily suspend a User until the breach has been resolved to the reasonable satisfaction of the Buyer and the Supplier. The Supplier shall not take any action to suspend or deactivate without the agreement of the Buyer.
- 4.2 The Buyer and the Supplier agree to work together (via the US Supplier) to deactivate any unauthorised User and Devices (if appropriate) without delay.
- 4.3 The Buyer will have the right to (i) immediately suspend or deactivate any User account; and (ii) to change the status of a User account directly or change the status of an a User account, on request from the Supplier in the following circumstances:
 - (a) **SIM abuse:** Where the integrity of the SIM is under threat;
 - (b) **SIMs or Device causing Network issues:** Where a User's SIM or Device is interfering with the MS Network.
 - (c) **SIM gateway abuse:** When a User is deemed by the Supplier to be using SIM gateways;
 - (d) **999 abuse:** Where a User abuses the 999 service;
 - (e) **Data abuse:** Where the Supplier detects a denial of service type attack or other forms of data abuse from a User;
 - (f) **Network Fraud:** Where the Supplier reasonably suspects that a User is fraudulently using the MS Network; and
 - (g) **Required to by Law:** where the Supplier is instructed to do so by the Government or any other competent regulatory, administrative or judicial authority. In this case such suspension or interruption shall so far as practicable be to the extent necessary to comply with the relevant instruction.
- 4.4 The Buyer recognises that where the Buyer or the Supplier deactivates a user subscription at the network level, the Supplier may not have the ability to reactivate a User once disconnected at the

network level by the subscription credentials and that such reactivation may need to be carried out by the US Supplier. In such circumstances it may not be possible for a User to have the same credentials (MSISDN and IMSI) at reactivation.

5 **SIMS**

- 5.1 Access to the MS Network must utilise a SIM which complies with the Supplier's security and other specifications.
- 5.2 The Buyer will be responsible for the management, security and access to the Buyer's SIM stock.
- 5.3 The Buyer acknowledges that the number ranges for IMSI and MSISDN will be managed by both the MS Supplier and the US Supplier in accordance with usual industry practice.

6 **Internet**

- 6.1 The UO Services shall enable access to the internet, use of which is solely at the Buyer's risk provided that this shall not be the case if the Supplier directs the Buyer to use a Supplier owned and managed webpages or websites. Other than in respect of Supplier Personnel, the Supplier has no control over and is not responsible or liable in any way for any content offered by third parties on or through the UO Services.
- 6.2 The Supplier recommends that if the Buyer intends to enable internet access via mobile broadband internet services on the User Device, that the Buyer adopts the UK mobile operator published code of practice for the self-regulation of new forms of content on mobiles and that the Buyer sets a filter in accordance with a framework prepared by the British Board of Film Classification (or other arrangement that the UK mobile operators adopt from time to time).
- 6.3 Where a User is using Supplier provided internet access the Supplier shall support and assist the Buyer (via the US Supplier) regarding User complaints (raised via the US Supplier) about the Users access to mobile broadband internet services.
- 6.4 The Buyer acknowledges that where a User is using mobile broadband internet service that is not provided by the Supplier the Supplier will not support User complaints (raised via the US Supplier or made directly to the Supplier) except complaints brought to the Suppliers attention (via the US Supplier or the Home Office) where the complaint relates to the MS Network or MS Network performance.

7

7.1

8 **Legislative and Regulated obligations**

- 8.1 The Supplier shall provide the UO Services in accordance with regulations and legislation.
- 8.2 The Buyer agrees that it will not be the responsibility of the Supplier to implement measures to manage access to age restricted services or deactivate access to the age restricted services.
- 8.3 The Supplier shall, where required to do so in accordance with Paragraph 8.1, issue any SMS or other communication to provide Users with any regulatory or other legally required notices.

- 8.4 The Buyer acknowledges that in the event of a lost or stolen device the Buyer should contact the US Supplier. The Supplier will fulfil any denylist requests made to it by the US Supplier.

9 **User Experience**

- 9.1 For awareness, access and use of the MS Network and performance of equipment may be affected by factors outside of the control of the Supplier including such as topographical and environmental factors, equipment used in way not recommended or equipment used by the Buyer but not supplied by EE.

10 **Network**

- 10.1 For awareness, when procuring Devices Customer Equipment and Equipment the Buyer should consider the evolution of the MS Network and whether the Device, Customer Equipment and Equipment will need to be replaced or updated. For example, are any Devices, Customer Equipment and Equipment 5G compatible.
- 10.2 The Supplier recommends to the Buyer that Devices, Customer Equipment and Equipment can be updated 'over the air' and utilises software that can be updated for use with future network generation standards.
- 10.3 The Supplier recommends to the Buyer that any infrastructure and other equipment interfaces, capacity and other connection facilities of the Buyer that is required to interoperate with the MS Network, evolves alongside MS Network changes that have been agreed with the Home Office.
- 10.4 The Supplier retains legal ownership of the CDRs. Where requested by a Buyer at any time, the Supplier shall provide the Buyer with a report detailing CDR information on written request.

11 **Traffic Management Information**

- 11.1 In order to assist the Supplier's network planning and capacity measures, the Buyer may, at its sole discretion, provide the Supplier with prior notice of any potential short-term spike in traffic in a localised area (due to an event or other known cause) and/or inform the Supplier that the Buyer's expected usage will increase for an anticipated period.
- 11.2 Where the Supplier identifies a change in the pattern of traffic and usage in a particular area the Supplier may approach the Buyer (via the US Supplier) to discuss the cause of any such change in the pattern of traffic and usage to assist the Supplier when considering any network planning and increased or improved capacity measures that the Supplier may choose to implement. The Buyer may, at its sole discretion, engage with the Supplier on such issues but shall not be obliged to do so.

Annex 8 (Staff Transfer)

1. DEFINITIONS

1.1. In this Annex, the following definitions shall apply:

"Data Protection Legislation"	shall be as defined in this Contract;
"Effective Date"	shall have the same meaning as "Start Date" under this Contract;
"Employee Liabilities"	<p>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:</p> <ul style="list-style-type: none"> (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 contributions; (f) claims whether in tort, contract or statute or otherwise; (g) 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;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced;

"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;
"Replacement Services"	any services which are the same as or substantially similar to any of the UO Services and which the Buyer receives in substitution for any of the UO Services following the expiry or termination or partial termination, of this Contract, whether those services are provided by the Buyer internally and/or by any third party;
"Replacement Sub-contractor"	a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);
"Replacement Supplier"	any third party service provider of the Replacement Services appointed by the Buyer from time to time (or where the Buyer is providing replacement UO Services for its own account, the Buyer);
"Service Transfer"	any transfer of the UO Services (or any part of the UO Services), for whatever reason, from the Supplier or any Sub-contractor to a Replacement Supplier or a Replacement Sub-contractor;
"Service Transfer Date"	the date of a Service Transfer or, if more than one, the date of the relevant Service Transfer as the context requires;
"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 Legislation), but including in an anonymised format:</p> <p>(a) their ages, dates of commencement of employment or engagement and gender;</p> <p>(b) details of whether they are employed, self employed contractors or consultants, agency workers or otherwise;</p> <p>(c) the identity of the employer or relevant contracting party;</p> <p>(d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;</p> <p>(e) their wages, salaries and profit sharing arrangements as applicable;</p> <p>(f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance,</p>

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;

"Sub-contract"

any contract or agreement (or proposed contract or agreement) between the Supplier (or any Supplier Group Company or any Sub-contractor) and any third party whereby that third party agrees to provide to the Supplier (or the Supplier Group Company or the Sub-contractor) all or any part of the UO Services or facilities or services which are material for the provision of the UO Services or any part thereof or necessary for the management, direction or control of the UO Services or any part thereof;

"Sub-contractor"

any third party with whom:

A the Supplier, or any Supplier Group Company, enters into a Sub-contract;

B a third party under (a) above enters into a Sub-contract;

or the servants or agents of that third party;

"Supplier Affiliate"

in relation to the Supplier, any subsidiary or subsidiary undertaking or holding company or parent undertaking of the Supplier and any subsidiary or subsidiary undertaking of any such holding company or parent undertaking, in each case, from time to time;

"Supplier Group"

means:

(a) the Supplier;

(b) any Supplier Affiliate; and

(c) any company, undertaking, other body corporate, limited liability partnership, other partnership, other unincorporated association, joint venture, consortium (other than recognised trade

associations) or other entity in which the Supplier or any Supplier Affiliate has any interest (whether direct or indirect, whether contractual or otherwise and whether through the holding of shares, as a member or otherwise), in each case, from time to time,

and **member of the Supplier Group or Supplier Group Company** shall be construed accordingly;

"Supplier Group Personnel Co"	any Supplier Group Company (construed according to the definition of Supplier Group in this Paragraph 1.1 of this Annex 8) which engages any Supplier Personnel;
"Supplier's Final Supplier Personnel List"	a list provided by the Supplier of all Supplier Personnel who will transfer under the Employment Regulations on the Service Transfer Date;
"Supplier Personnel"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or any Supplier Group Company and/or of any Sub-contractor engaged in the performance of the Supplier's obligations under this Contract;
"Supplier's Provisional Supplier Personnel List"	list prepared and updated by the Supplier of all Supplier Personnel who are, at the date of the list, engaged in or wholly or mainly assigned to the provision of the UO Services or any relevant part of the UO Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
"Term"	shall be as defined in this Contract;
"Transferring Supplier Employees"	those employees of the Supplier and/or any Supplier Group Company and/or any Sub-contractor to whom the Employment Regulations will apply on the Service Transfer Date.
"UO Services"	shall be as defined in this Contract;
"Working Day"	any day other than a Saturday, Sunday or public holiday in England and Wales.

2. Interpretation

- 2.1. Where a provision in this Annex imposes an obligation on the Supplier to 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 the Buyer, Replacement Supplier or Replacement Sub-contractor.

PART D: EMPLOYMENT EXIT PROVISIONS**1. PRE-SERVICE TRANSFER OBLIGATIONS**

1.1. The Supplier agrees that [REDACTED] of the earliest of:

- (a) receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
- (b) receipt of the giving of notice of early termination or any partial termination of this Contract;
- (c) the date which is [REDACTED] before the end of the Term; and
- (d) 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 [REDACTED] period),

it shall provide in a suitably anonymised format so as to comply with the Data Protection Legislation, 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 [REDACTED] 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:

- (a) the Supplier's Final Supplier Personnel List, which shall identify which of the Supplier Personnel are Transferring Supplier Employees; and
- (b) 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 of this Part D 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 of this Part D 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(a), 1.1(b) of this Part D and/or the date which is [REDACTED] before the end of the Term, the Supplier agrees, that it shall not, and agrees to procure that each Supplier Group Personnel Co and each Sub-contractor shall not, assign any person to the provision of the UO Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Buyer (not to be unreasonably withheld or delayed):

- (a) 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 similar terms and conditions of employment as the person they replace;
- (b) make, promise, propose or permit any material changes to the terms and conditions of employment of the Supplier Personnel (including any payments connected with the termination of employment);
- (c) increase the proportion of working time spent on the UO Services (or the relevant part of the UO Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;

- (d) 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;
- (e) increase or reduce the total number of employees so engaged, or deploy any other person to perform the UO Services (or the relevant part of the UO Services); or
- (f) 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,

and shall promptly notify, and procure that each Supplier Group Personnel Co and each Sub-contractor shall 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 Supplier Group Personnel Co or relevant Sub-contractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.

- 1.6. During the Term, the Supplier shall provide, and shall procure that each Supplier Group Personnel Co and each Subcontractor shall provide, to the Buyer any information the Buyer may reasonably require relating to the manner in which the UO Services are organised, which shall include:

- (a) the numbers of employees engaged in providing the UO Services;
- (b) the percentage of time spent by each employee engaged in providing the UO Services;
- (c) a description of the nature of the work undertaken by each employee by location; and
- (d) diagrams which describe the organisational structure of the entity providing the UO Services.

- 1.7. The Supplier shall provide, and shall procure that each Supplier Group Personnel Co and each Sub-contractor 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 [REDACTED] following the Service Transfer Date, the Supplier shall provide, and shall procure that each Sub-contractor shall provide, 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:

- (a) the most recent month's copy pay slip data;
- (b) details of cumulative pay for tax and pension purposes;
- (c) details of cumulative tax paid;
- (d) tax code;
- (e) details of any voluntary deductions from pay; and
- (f) bank/building society account details for payroll purposes.

2. EMPLOYMENT REGULATIONS EXIT PROVISIONS

- 2.1. **THE BUYER** and the Supplier acknowledge that subsequent to the commencement of the provision of the UO Services, the identity of the provider of the UO Services (or any part of the UO Services) may change (whether as a result of termination or partial termination of this Contract or otherwise) resulting in the UO Services being undertaken by a Replacement Supplier and/or a Replacement

Sub-contractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations will apply. The Buyer and the Supplier further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier, or any Supplier Group Personnel Co or any Sub-contractor, and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10 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, and shall procure that each Supplier Group Personnel Co and each Sub-contractor 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 and shall perform and discharge, and procure that each Supplier Group Personnel Co and each Sub-contractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or Supplier Group Personnel Co and/or the Sub-contractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Sub-contractor.

- 2.3. Subject to Paragraph 2.4 of this Part D, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Sub-contractor against any Employee Liabilities in respect of any Transferring Supplier Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:
 - (a) any act or omission of the Supplier or any Supplier Group Personnel Co or any Sub-contractor whether occurring before, on or after the Service Transfer Date;
 - (b) the breach or non-observance by the Supplier or any Supplier Group Personnel Co or any Sub-contractor occurring on or before the Service Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Supplier Employees; and/or
 - (ii) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Supplier Group Personnel Co or any Sub-contractor is contractually bound to honour;
 - (c) any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or any Supplier Group Personnel Co or a Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
 - (d) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (i) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and
 - (ii) in relation to any employee who is not identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or any Supplier Group Personnel Co to the Buyer and/or Replacement Supplier and/or any Replacement Sub-contractor, to the extent that the proceeding,

claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;

- (e) a failure of the Supplier or any Supplier Group Personnel Co or any Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date;
 - (f) any claim made by or in respect of any person employed or formerly employed by the Supplier or any Supplier Group Personnel Co or any Sub-contractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List for whom it is alleged the Buyer and/or the Replacement Supplier and/or any Replacement Sub-contractor may be liable by virtue of this Contract and/or the Employment Regulations; and
 - (g) any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Supplier Group Personnel Co or any Sub-contractor in relation to its obligations under Regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Buyer and/or Replacement Supplier to comply with Regulation 13(4) of the Employment Regulations.
- 2.4. The indemnities in Paragraph 2.3 of this Part D 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, including any Employee Liabilities:
- (a) arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Sub-contractor to occur in the period on or after the Service Transfer Date); or
 - (b) arising from the Replacement Supplier's failure, and/or Replacement Sub-contractor's failure, to comply with its obligations under the Employment Regulations.
- 2.5. If any person who is not identified in the Supplier's Final Supplier Personnel List claims, or it is determined in relation to any person who is not identified in the Supplier's Final Supplier Personnel List, that his/her contract of employment has been transferred from the Supplier or any Supplier Group Company or any Sub-contractor to the Replacement Supplier and/or Replacement Sub-contractor pursuant to the Employment Regulations, then:
- (a) the Buyer shall procure that the Replacement Supplier shall, or any Replacement Sub-contractor shall, within [REDACTED] of becoming aware of that fact, give notice in writing to the Supplier; and
 - (b) the Supplier or any Supplier Group Personnel Co may offer (or may procure that a Sub-contractor may offer) employment to such person within [REDACTED] of the notification by the Replacement Supplier and/or any and/or Replacement Sub-contractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.
- 2.6. If such offer is accepted, or if the situation has otherwise been resolved by the Supplier or any Supplier Group Personnel Co or a Sub-contractor, the Buyer shall procure that the Replacement Supplier shall, or procure that the Replacement Sub-contractor shall, immediately release or procure the release of the person from his/her employment or alleged employment.
- 2.7. If after the [REDACTED] period specified in Paragraph 2.5(b) of this Part D has elapsed (or if collective consultation obligations apply, then such other period as is required by law):

- (a) no such offer of employment has been made;
- (b) such offer has been made but not accepted; or
- (c) the situation has not otherwise been resolved

the Buyer shall advise the Replacement Supplier and/or Replacement Sub-contractor, as appropriate that it may within [REDACTED] give notice to terminate the employment or alleged employment of such person.

2.8. Subject to the Replacement Supplier and/or Replacement Sub-contractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7 of this Part D and in accordance with all applicable proper employment procedures set out in applicable Law, the Supplier shall indemnify the Replacement Supplier and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.7 of this Part D provided that the Replacement Supplier takes, or shall procure that the Replacement Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.9. The indemnity in Paragraph 2.8 of this Part D:

- (a) shall not apply to:

- (i) any claim for:

(A) 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

(B) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, in any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Sub-contractor; or

- (ii) 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; and

- (b) shall apply only where the notification referred to in Paragraph 2.5(a) of this Part D is made by the Replacement Supplier and/or Replacement Sub-contractor to the Supplier within [REDACTED] of the Service Transfer Date.

2.10. If any such person as is described in Paragraph 2.5 of this Part D is neither re-employed by the Supplier or any Supplier Group Company or any Sub-contractor nor dismissed by the Replacement Supplier and/or Replacement Sub-contractor within the time scales set out in Paragraphs 2.5 to 2.7 of this Part D, such person shall be treated as a Transferring Supplier Employee and the Replacement Supplier and/or Replacement Sub-contractor shall comply with such obligations as may be imposed upon it under applicable Law.

2.11. The Supplier shall comply, and shall procure that each Supplier Group Personnel Co and each Sub-contractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Supplier Group Personnel Co and each Sub-contractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Personnel List before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

- (a) the Supplier and/or Supplier Group Personnel Co and/or any Sub-contractor; and
 - (b) the Replacement Supplier and/or the Replacement Sub-contractor.
- 2.12. The Supplier shall, and shall procure that each Supplier Group Personnel Co and each Sub-contractor shall, promptly provide to the Buyer and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as 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.
- 2.13. Subject to Paragraph 2.14 of this Part D, 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 in respect of each Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List (or, where applicable any employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee) arising from or as a result of:
- (a) any act or omission of the Replacement Supplier and/or Replacement Sub-contractor;
 - (b) the breach or non-observance by the Replacement Supplier and/or Replacement Sub-contractor on or after the Service Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or
 - (ii) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Replacement Supplier and/or Replacement Sub-contractor is contractually bound to honour;
 - (c) any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List arising from or connected with any failure by the Replacement Supplier and/or Replacement Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
 - (d) any proposal by the Replacement Supplier and/or Replacement Sub-contractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Replacement Supplier or Replacement Sub-contractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Personnel List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under Regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
 - (e) any statement communicated to or action undertaken by the Replacement Supplier or Replacement Sub-contractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
 - (f) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions;

- (i) in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
 - (ii) in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Sub-contractor, to the Replacement Supplier or Replacement Sub-contractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;
- (g) a failure of the Replacement Supplier or Replacement Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List in respect of the period from (and including) the Service Transfer Date; and
- (h) any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Sub-contractor in relation to obligations under Regulation 13 of the Employment Regulations.
- 2.14. The indemnities in Paragraph 2.13 of this Part **D** 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 Supplier Group Personnel Co 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 a Supplier Group Personnel Co and/or any Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations.

Annex 9 (UO Services Specification)

1. Interpretation

- 1.1. For the purposes of interpretation of this Annex 9:
 - 1.1.1. references to the Services means 'Services' using that definition under the Home Office Contract
 - 1.1.2. references to the UO Services means the UO Services being purchased by the Buyer under this Contract.

2. The Home Office Contract

- 2.1. The Supplier is contracted by the Home Office under the Home Office Contract to deliver the Services including the MS Network to the Home Office.
- 2.2. The Home Office Contract (between the Home Office and the Supplier) governs the delivery of the Services including the following items:
 - 2.2.1. the MS Network;
 - 2.2.2. service elements such as telephony, voice, data, SMS;
 - 2.2.3. mission critical services; and
 - 2.2.4. any new product/capability (for example any updates or changes to existing capabilities – including new items or additions to or amends to existing tariffs or optional services)
- 2.3. The Home Office Contract sets out the specification for the delivery of the Services including the MS Network.
- 2.4. The performance of the Services and the MS Network are measured under the Home Office Contract. The Supplier has committed to the delivery of the Services and the MS Network to the Home Office to the performance levels set out in the Home Office Contract.
- 2.5. The Home Office manages the supply of the Services including the MS Network under the Home Office Contract and the performance, performance failure and any remedies linked to performance of the same [REDACTED]
- 2.6. [REDACTED]
- 2.7. Any failure (including performance level failure) of the Services and the MS Network to be delivered in accordance with the Home Office Contract shall be managed and remedies applied (as appropriate) by the Home Office under the Home Office Contract and not under this Contract.

3. This Contract

- 3.1. This Contract (between the Buyer and the Supplier) governs the delivery of the UO Services (where purchased) that connect to and or use the Services and the MS Network including, but not limited to, the following items:

- 3.1.1. access to and use of the MS Network (for Service Catalogue Standard Items)
 - 3.1.2. data usage and airtime;
 - 3.1.3. the tariffs as set out in greater detail below;
 - 3.1.4. coverage solutions, equipment and operational services including maintenance services as set out in the MS Service Catalogue (for Service Catalogue Non-Standard Services); and
 - 3.1.5. any updates or changes to existing capabilities – including as new items or additions to or amends to existing tariffs or optional services – for example MCS video, all of which are to be delivered in accordance with this Contract.
- 3.2. The Buyer will have access to the MS Network and the UO Services (including the ESN Products) will work in conjunction with that use of and access to the MS Network.
 - 3.3. The Supplier is responsible for ensuring the UO Services shall, save where expressly set out in the MS Service Catalogue in relation to items that are not ESN tested or approved, comply with and work in conjunction with the deliverables provided to the Home Office under the Home Office Contract (as applicable).
 - 3.4. In using the UO Services the Buyer is accessing, using and relying on the Services and the MS Network.
 - 3.5. The specification for all Service Catalogue Standard Items will include those descriptions of items set out in the MS Service Catalogue.
 - 3.6. The specification for Service Catalogue Non-Standard Items will include those descriptions of items set out on the MS Service Catalogue. In addition, where the Buyer orders Service Catalogue Non-Standard Items that are bespoke to the Buyer, the specification for such items shall be as set out in Annex 5 (Buyer Specific Statement of Requirements for Service Catalogue Non-Standard Items) or as recorded on the Self-Service Interface.

4. Failures

- 4.1. The failure of the UO Services provided under this Contract shall be dealt with under this Contract.
- 4.2. Any failure of Service Catalogue Standard Items purchased by Buyer shall be managed under this Contract.
- 4.3. Any failure of Service Catalogue Non-Standard Items purchased by Buyer shall be managed under this Contract.
- 4.4. This Contract shall not be used by the Buyer to address failures in the supply, provision of or performance of the Services and the MS Network.

Complaints

- 4.5. The Buyer should contact the US Supplier's helpdesk in the first instance for any failure of the UO Services, any perceived MS Network issues, any Service Catalogue Standard Items and/or any Service Catalogue Non- Standard Items

5. UO Services

- 5.1. As at commencement of the Home Office Contract, the following connection types are available to purchase.
- 5.2. The following services shall make up the Service Catalogue Standard Items:

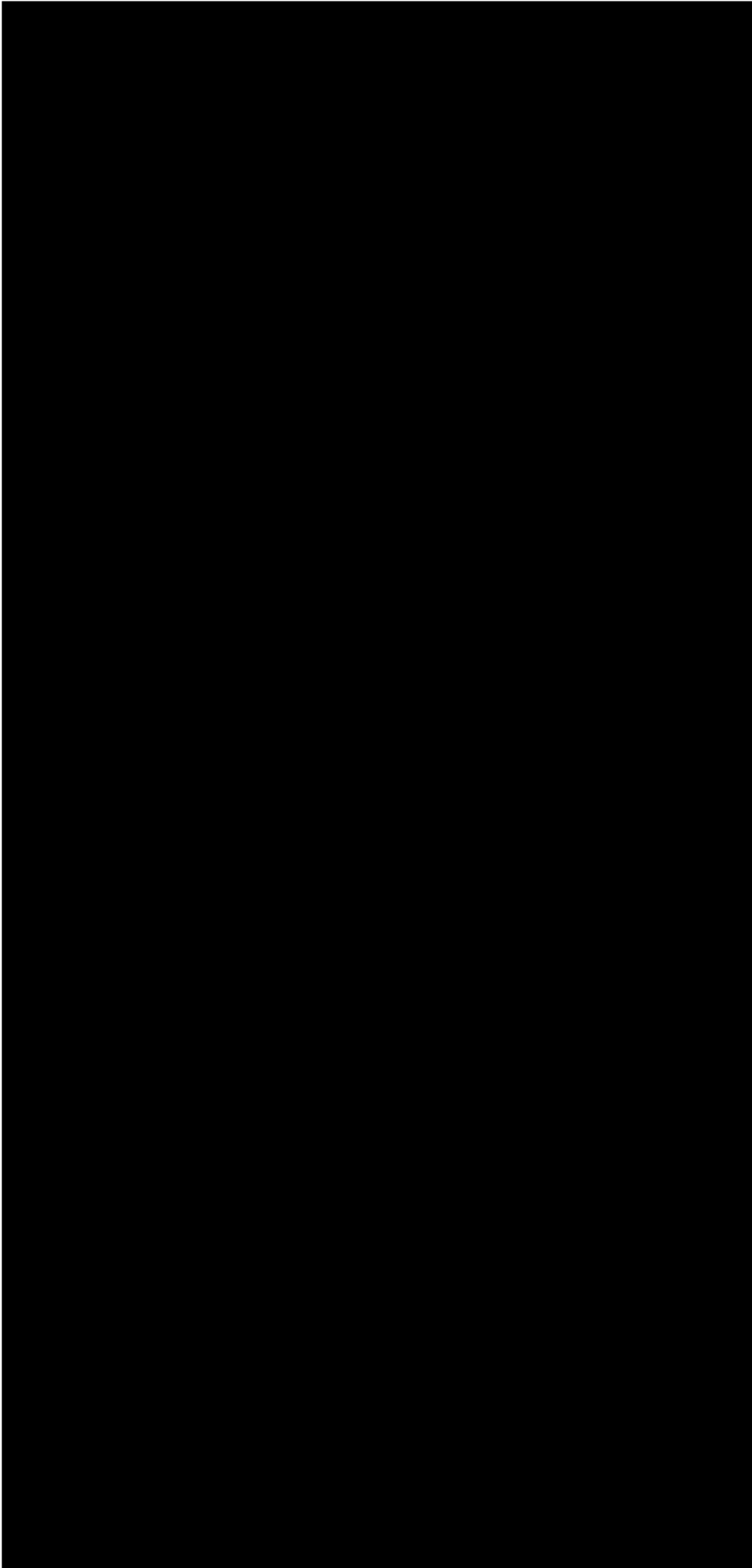
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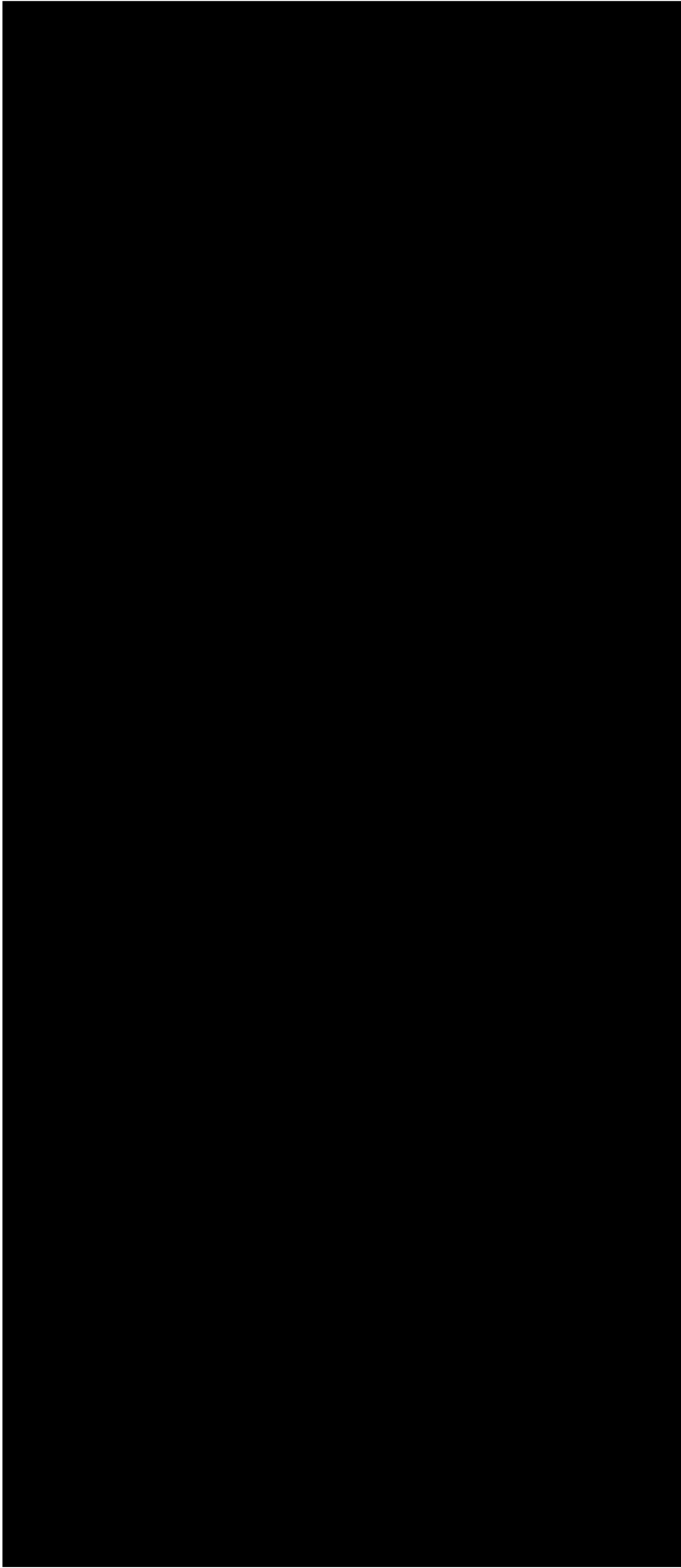
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- 5.3. The UO Services shall be delivered in accordance with the appropriate elements of Schedule 2.1 (Services Description) and Schedule 4.1 (Supplier Solution) of the Home Office Contract (applying the order of precedence as set out in the Home Office Contract). This includes where specific features of the UO Services are described in the Schedule 2.1 (Services Description) and Schedule 4.1 (Supplier Solution) of the Home Office Contract.
- 5.4. As at commencement of the Home Office Contract, the elements of Schedule 2.1 (Services Description) of the Home Office Contract that concern the UO Services are as set out in Table 1 below:
- 5.5. As set out in Clause 8.1 of this Contract, any changes to Schedule 2.1 (Services Description) of the Home Office Contract made under the Home Office Contract shall apply under this Contract insofar as they affect the UO Services.
- 5.6. Where any further connection types or capabilities are added or made available pursuant to the Home Office Contract these will (where appropriate) be made available for purchase by a Buyer via the MS Service Catalogue and the specification for such items shall be as reflected in Schedule 2.1 (Services Description) of the Home Office Contract and/or as reflected in the MS Service Catalogue.

Table 1



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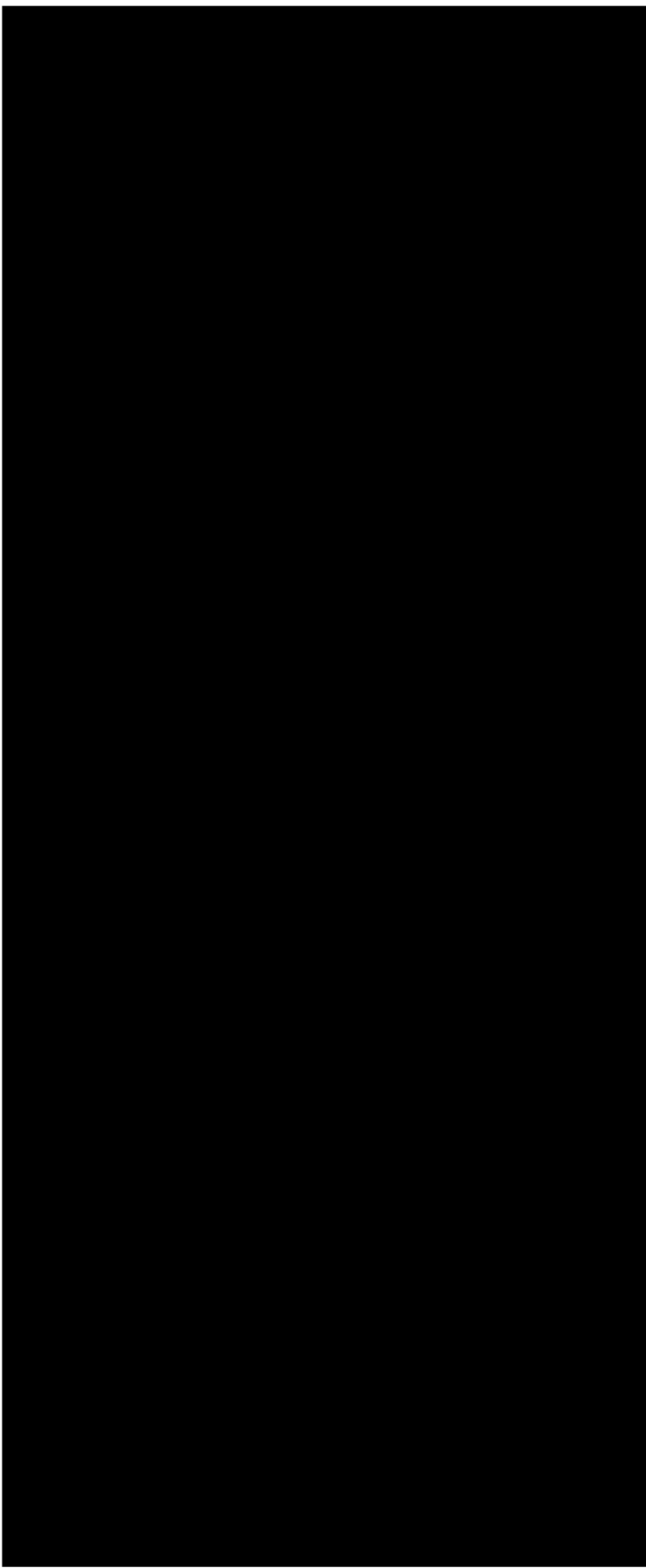


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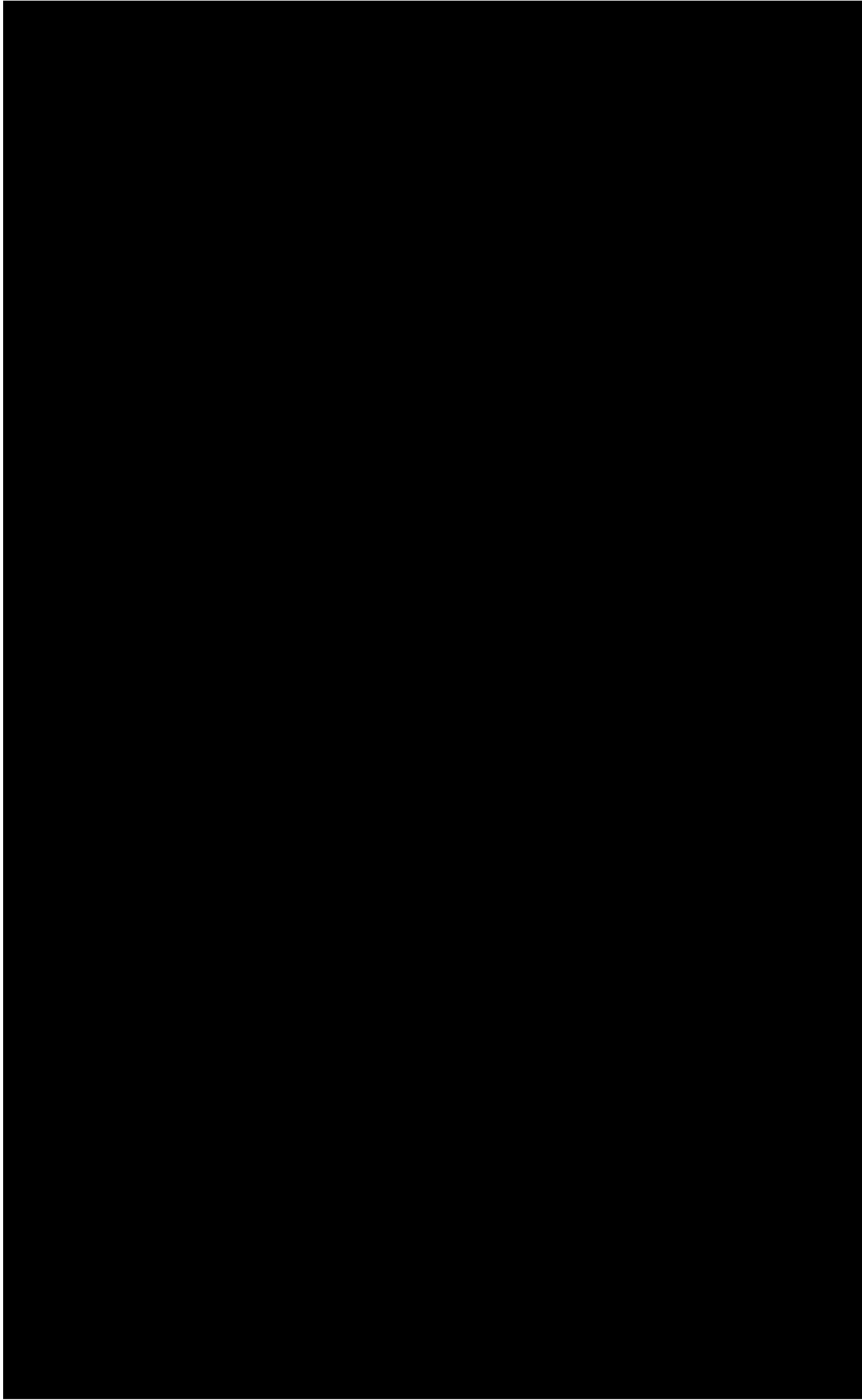


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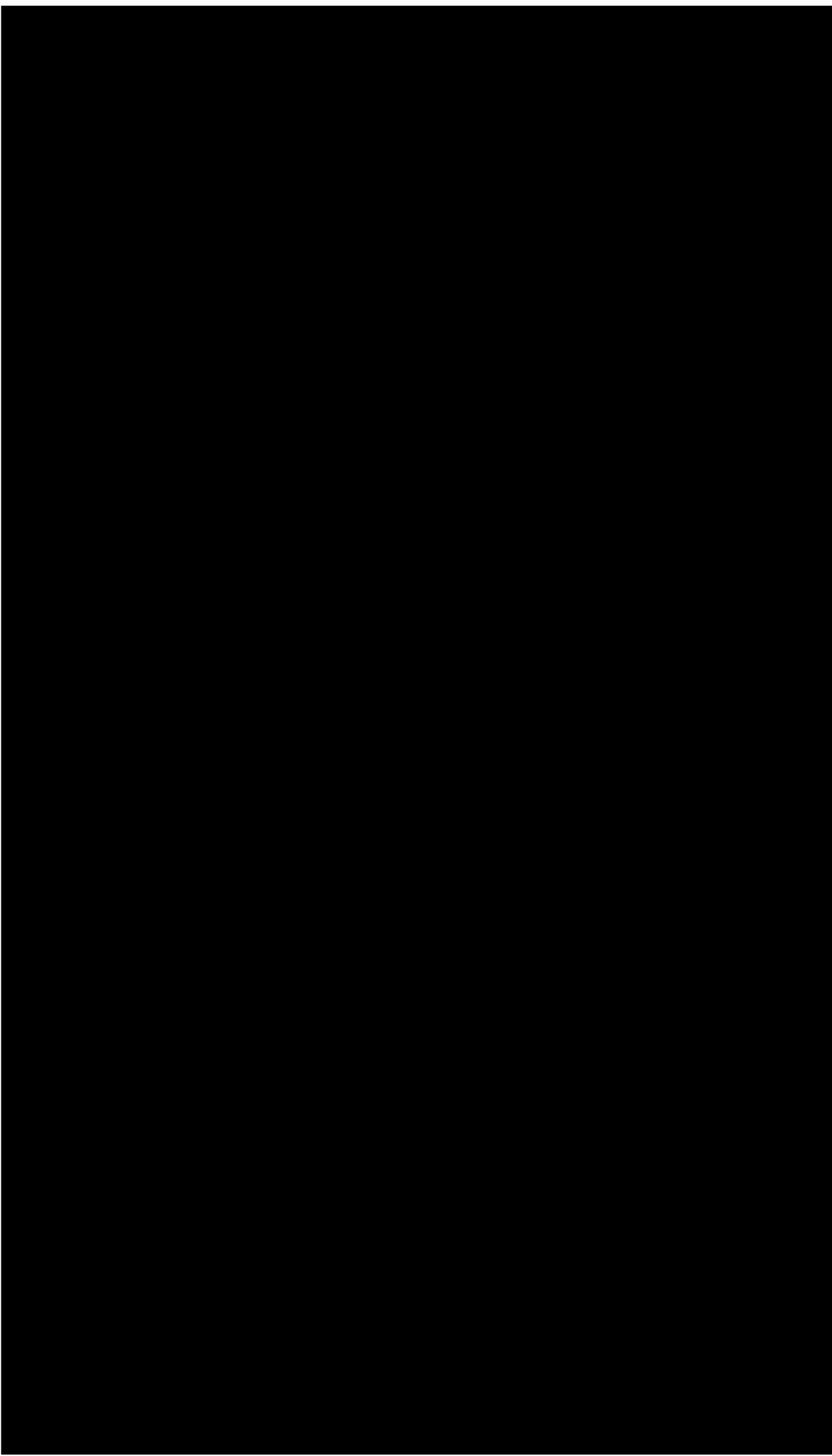


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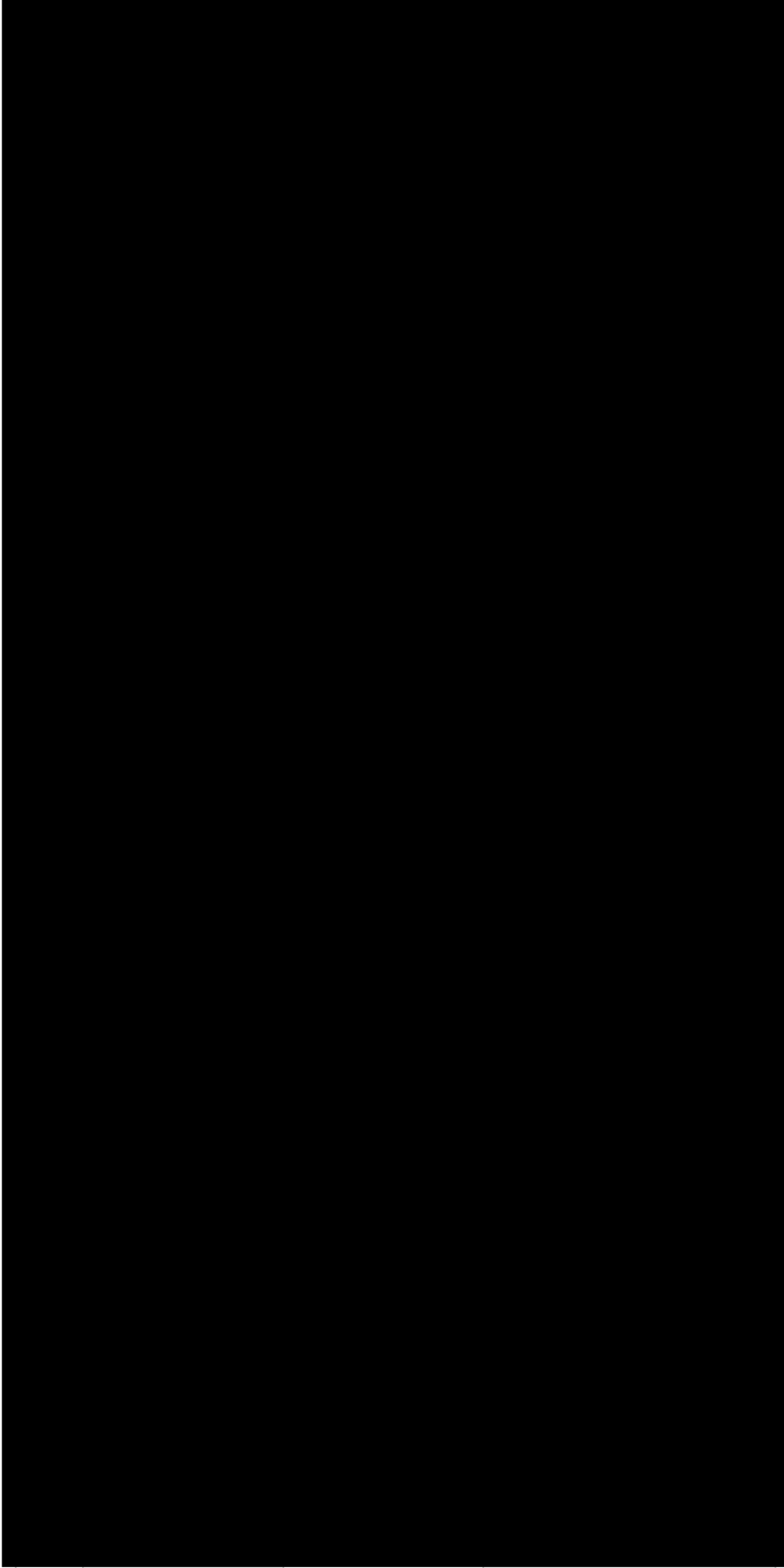


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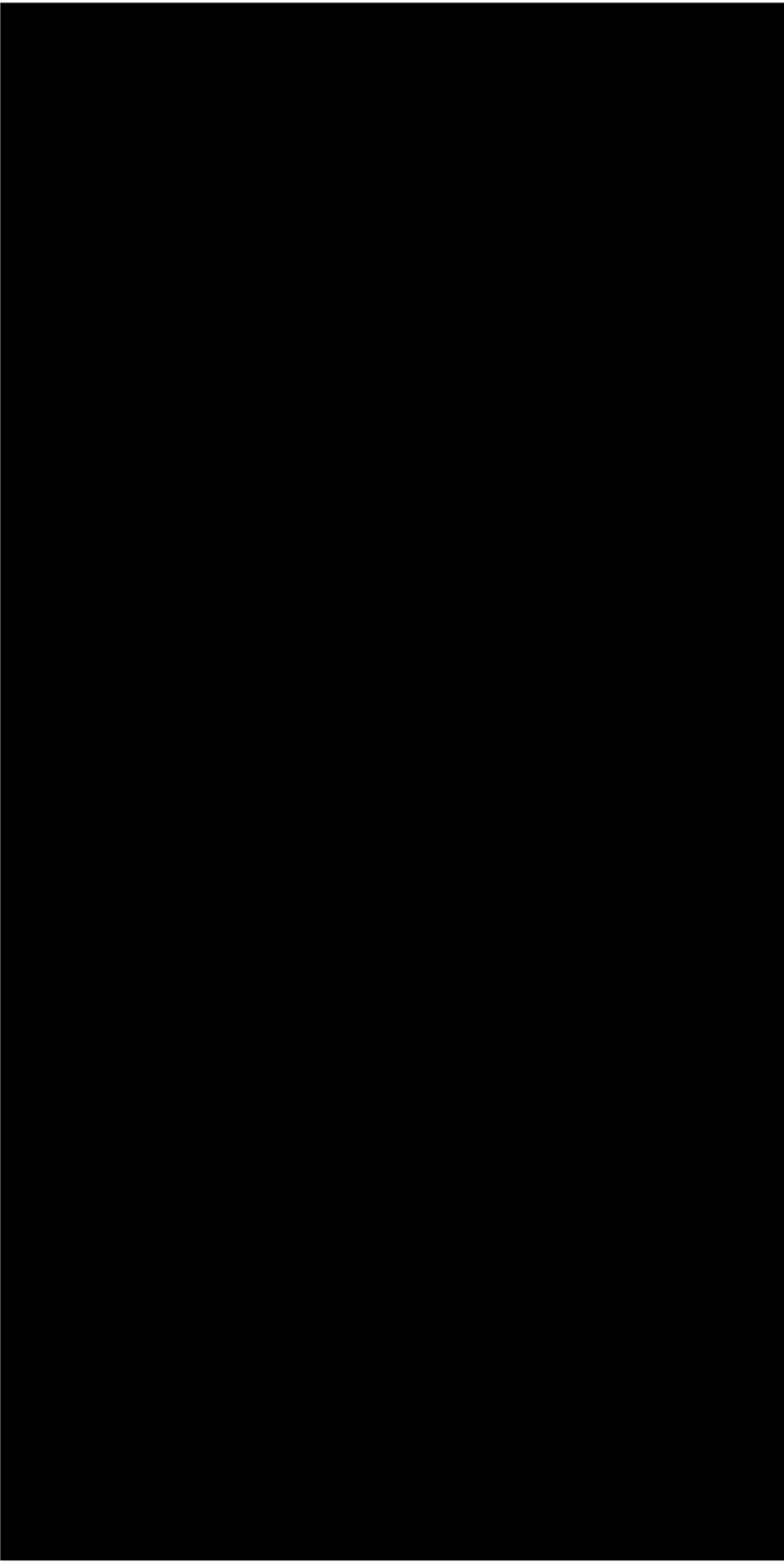


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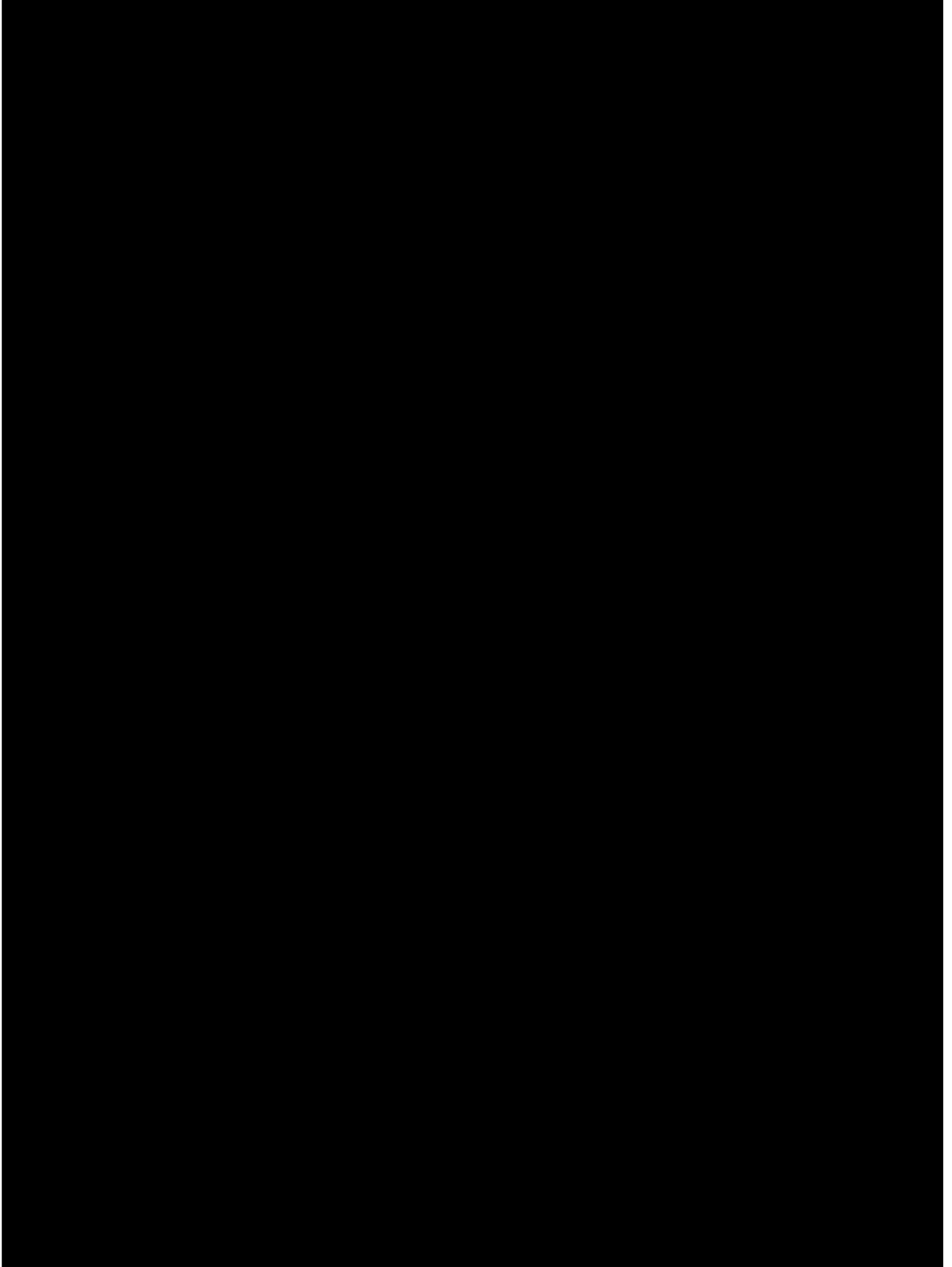
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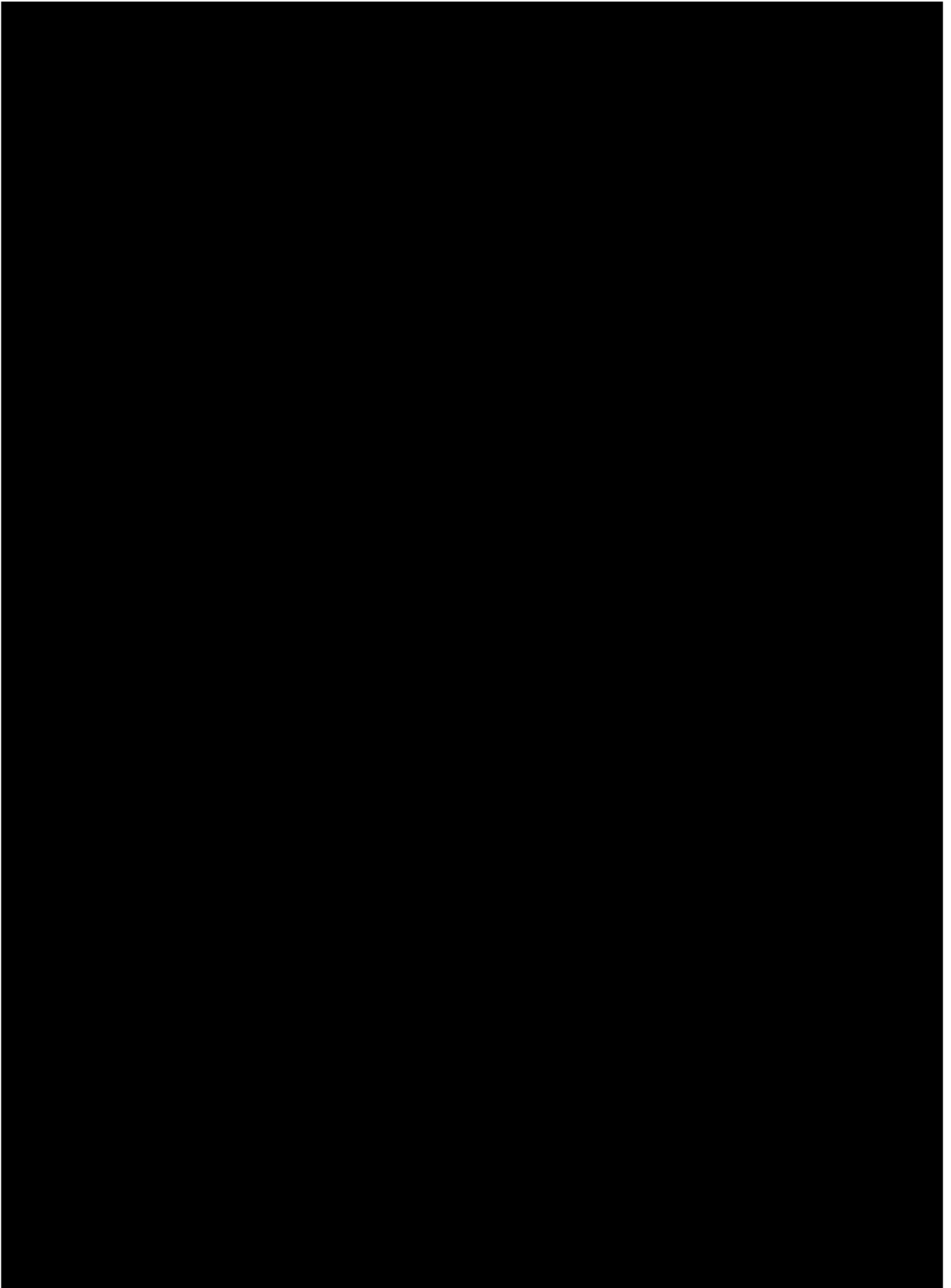
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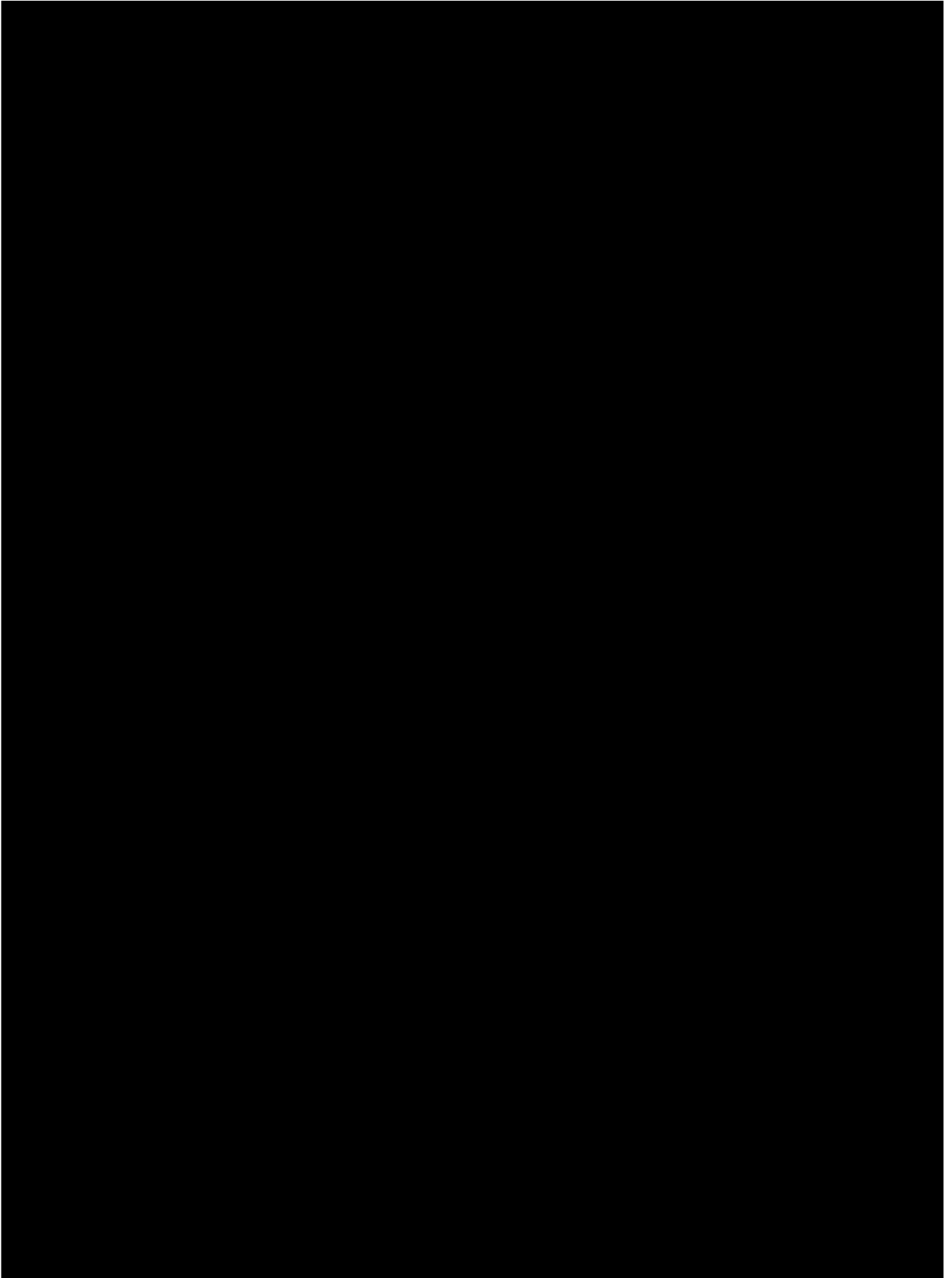
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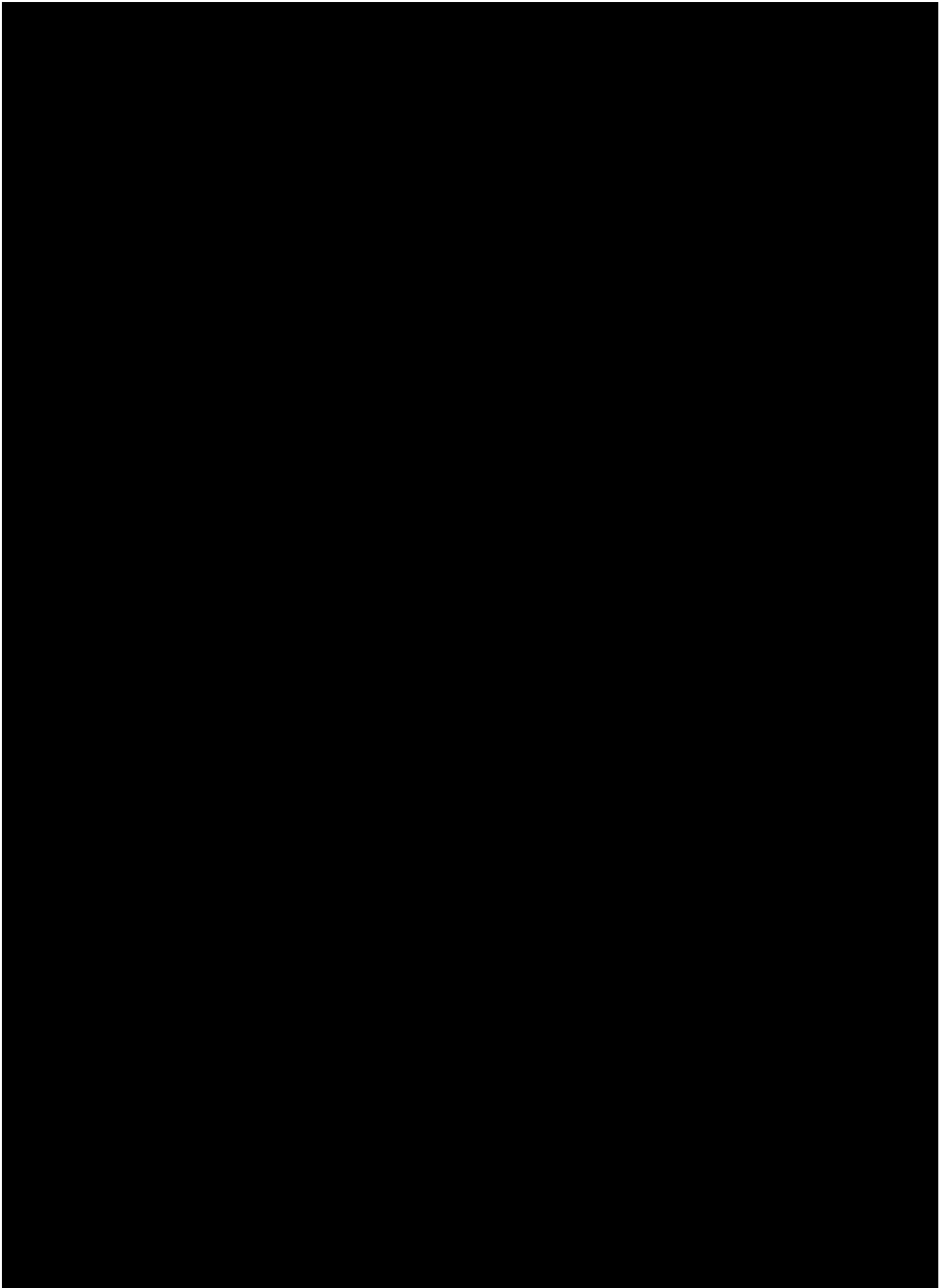
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