



Crown
Commercial
Service

Network Services Framework - RM1045

General Further Competition

Connectivity Services

Order Form

Date:

DocuSigned by:

Frameworks

F9CA00ED2018476...

28 March 2018 | 14:43 BST

Crown Commercial Service

Network Services Agreement RM1045

Framework Schedule 4 (Template Order Form and Template Call Off Terms) Part 1(c)

General Further Competition Order Form

This Order Form must be used to run a General Further Competition under the Network Services Agreement

Before commencing a General Further Competition and completing this Order Form, please refer to the guidance (**How to complete a general further competition order form**) provided which is available from the Crown Commercial Service (CCS) website on the agreement web page:
<http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm1045>

Order Form completion

The Order Form consists of the following sections, please complete as follows:

Section A - General information

The Customer must complete the blue boxes in this section before issue to Suppliers.
The Supplier must complete the grey sections as part of the General Tender Response.

Section B - Details of the requirement

The Customer must complete this section before issue to Suppliers.

Section C - Location details/requirements

The Customer must complete this section before issue to Suppliers.

Section D - Milestone plan

The Customer to complete this section, if required, before issue to Suppliers.

Section E - Compatibility information

The Customer to complete this section, if required, before issue to Suppliers.

Template Call Off Terms

The Customer must amend the template Call Off Terms as required. The revised terms must be issued to Suppliers with the Order Form.

Section F - Supplier response

The Supplier must complete this section for submission as part of the General Tender Response.

Section G - Call Off Contract award

The Supplier must complete the grey boxes in this section.
The Supplier must complete details in the signature box and **sign** before submitting a General Tender Response.
The Customer must complete and sign this section to award a Call Off Contract to the successful Supplier.

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**Section A
General information**

This Order Form is issued in accordance with the provisions of the Network Services Framework Agreement RM1045.

The Supplier shall supply the Services specified in this Order Form to the Customer on and subject to the terms of this Order Form and the Call Off Terms (together referred to as the "Call Off Contract") for the duration of the Call Off Contract Period.

The Call Off Terms that will apply to the Call Off Contract are as specified in the Template Call Off Terms (Framework Schedule 4, Part 2). The only amendments that can be made, by the Customer, to the Call Off Terms are those identified in sections Band D of this Order Form, or where permitted in the Template Call Off Terms.

Customer details

Customer Organisation name

Secretary of State for the Environment, Food and Rural Affairs

Customer billing address

Your organisation's billing address, please ensure you include a postcode
SSCL AP, Defra, PO Box 790, Newport, Gwent, NP10 8FZ

Customer Representative

The name of your point of contact for this requirement

Customer Representative details

Please provide full address details, email address and telephone number
Address: Nobel House, 17 Smith Square, London, SW1P 3JR
Email: [REDACTED]

[REDACTED] 8

Supplier details

Supplier name

The Supplier organisation name, exactly as it appears on the Framework Agreement. A document listing all Supplier names and registered addresses has been provided for Customers on the agreement web page
Vodafone Limited

Supplier address

The Supplier's registered address
Vodafone House, The Connection, Newbury, RG14 2FN

Supplier Representative

The name of the Supplier point of contact for this requirement

Supplier reference number

A unique number provided by the Supplier at the time of the General Tender Response. This number should be reported in the financial MI return.
RM1045-951

A copy of each of the following documents held in the **UnlTy Connectivity Commercial Folder** within the **UnlTy Programme Implementation (External) SharePoint Site** as at 3pm on 27 March 2018 are deemed incorporated into this Call Off Contract:

Document name	Date and time created
Connectivity Call Off Terms and Conditions (Execution version 26.03.18)	26/03/2018 17:35:40
Connectivity Call Off Schedule 1 - Definitions (Execution version 26.03.18)	26/03/2018 17:51:20
Connectivity Call Off Schedule 2 - Services (Execution version 27.03.18)	27/03/2018 13:42:42
Connectivity Call Off Schedule 3 - Call Off Contract Charges, Payment and Invoicing (Execution version 26.03.18)	26/03/2018 18:07:08
Connectivity Call Off Schedule 4 - Testing (Execution version 12.03.18)	12/03/2018 10:44:04
Connectivity Call Off Schedule 5 - Financial Distress (Execution version 12.03.18)	12/03/2018 14:27:31
Connectivity Call Off Schedule 6 - Service Levels, Service Credits and Performance Monitoring (Execution version 12.03.18)	12/03/2018 18:23:19
Connectivity Call Off Schedule 7 - Security (Execution version 12.03.18)	12/03/2018 17:57:34
Connectivity Call Off Schedule 8 - BCDR (Execution version 12.03.18)	12/03/2018 18:02:18
Connectivity Call Off Schedule 9 - Exit Management (Execution version 12.03.18)	12/03/2018 10:59:19
Connectivity Call Off Schedule 11 - Dispute Resolution Procedure (Execution version 12.03.18)	12/03/2018 11:02:13
Connectivity Call Off Schedule 12 - Variation Form (Execution version 12.03.18)	12/03/2018 11:05:20
Connectivity Call Off Schedule 14 - Benchmarking (Execution version 12.03.18)	12/03/2018 11:06:56
Connectivity Call Off Schedule 15 - Sustainability (Execution version 13.03.18)	13/03/2018 21:03:39
Connectivity Call Off Schedule 16 - Staff Transfers (Execution version 26.03.18)	26/03/2018 18:27:56
Connectivity Call Off Schedule 17 - Governance (Execution version 12.03.18)	12/03/2018 11:10:12
Connectivity Call Off Schedule 18 - Standards (Execution version 12.03.18)	12/03/2018 11:11:24

<https://defra.sharepoint.com/f:/r/sites/ea-leg-MSIDataRoom/Collaboration%20Area/CON-10%20Connectivity/UnlTy%20Connectivity%20Commercial?csf=1&e=NCjBpi>

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Section B Details of the requirement

The following details form the basis of a Request for Proposal (RFP) which will be used to award a Call Off Contract.

Suppliers must refer to the Statement of Requirements (SoR) attached (which will form schedule 2, annex 1 of the Call Off Terms) when preparing their General Tender Response.

Customer project-reference

Please provide a project reference, this will be used in Management Information provided by Suppliers to assist CCS with Framework management.

ITT_2724

Customer Statement of Requirements (SoR) reference

Please complete an SoR in accordance and attach it to this Order Form, please provide the reference number of your SoR. Schedule 2, Annex 1 of Call Off Terms

Closing date for Supplier responses

12th July .2017

Lot or Lots covered by this requirement

Lot 1 Data Access Services. Lot 2 Local Connectivity Services

eAuction

Please indicate if you are proposing to utilise an electronic reverse auction following an initial full evaluation of all Supplier General Tender Responses. Framework Schedule 5 (Call Off Procedures) paragraph 5 (E-Auctions) outlines the requirements for an eAuction under the agreement.

Yes / No

Last price paid

Please provide the expenditure in the last full financial year by your organisation covering the services being replaced by this Call Off Contract (if applicable). Please provide any relevant details to explain the figure.

Not applicable

Call Off Commencement Date

The Call Off Commencement Date is the date of dispatch of this Order Form, following signature by the Customer. This date can be found in section G of this Order Form.

Expected Call Off Commencement Date

Please provide an indication of the planned Call Off Commencement Date. This will assist Suppliers in preparing their bid, but if provided is for guidance only.

January 2018

Call Off Initial Period

Any period in Months, up to the maximum Call Off Initial Period of 60 Months.

60 months

Call Off Extension Period

The maximum Call Off Extension Period is 24 Months.

24 months

Implementation Plan required?

Tick as required. See clause 6 of the Call Off Terms

Yes / No

Quality Plan required?

Tick as required. See clause 8 of the Call Off Terms

Yes / No

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Please note

Selecting, or ticking 'yes' to any of the following options may have cost implications and limit the ability of some Suppliers to respond to your request for a General Tender Response. Please ensure you read the 'How to run a General Further Competition' guidance which is available on our agreement web page. Details of the implications and risks of the following Options are outlined in this guidance.

Additional Standards (Quality Plan) required?

See clause 8 of the Call Off Terms.

Yes No

Milestone plan required?

Tick as required. See clause 6 of the Call Off Terms. See section D of this form, please complete the table.

Yes No

Service compatibility assessment required?

Tick as required. See clause 7.1.4 (c) (A to E) of the Call Off Terms and Section E of this form which requires you to provide additional information.

Yes No

Testing required?

Tick as required. See clause 9 of the Call Off Terms

Yes No

Bespoke information security, management systems (ISMS) required?

Tick as required. See call-off Schedule 7

Yes No

Customer Security Policy or ICT Policy to apply?

Tick as required. See call-off Schedule 7 and clauses 7.1.3 and 8.3.3 of the Call Off Terms for references.

Yes No

Perpetual licences required?

Tick as required. See clause 30.8 of the Call Off Terms.

Yes No

Exit provisions apply?

Tick as required. See clause 42.5 of the Call Off Terms.

Yes No

Service Maintenance Level (SML) option

Indicate required Service Maintenance Level (SML), or state that your SML requirements are detailed in your attached Statement of Requirements.

See clause 10 of the Call Off Terms and Call Off Schedule 6.

Service Maintenance Levels are detailed in Call Off Schedule 6

Bespoke Service Period

The standard period is *one* Month.

Please specify any different requirement here. See Call Off Schedule 1 (Definitions)

Bespoke Service Period not required

Benchmarking required?

Tick as required. See clause 23 of the Call Off Terms and Call Off Schedule 14.

Yes No

Benchmark name

Masons Advisory Services



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Benchmark address

MediaCityUK. Blue Tower, Salford M50 2ST

Benchmark name

Gartner

Benchmark address

Tamesis/The Glanty, Egham TW20 9AW

Benchmark name

Forrester Research Ltd

Benchmark address

265 Strand, London WC2R 1BH

Comparison of price Please see Call Off Schedule 14
Upper Quartile

Comparison of Service Levels Please see Call Off Schedule 14
Median

Benchmark frequency

Please see Call Off Schedule 14, and detail required changes to the frequency descr bed.
N/A.

Additional performance monitoring requirements?

Tick as required. See Call-Off Schedule 6, Annex 1 to part B
Yes D No./

Additional performance monitoring requirements

Please provide details of requirements

Bespoke Service Credit Cap?

Tick as required. See definition of Service Credit Cap in Call Off Schedule 1 (Definitions)
Yes./ D No D

New Service Credit Cap

Please provide the revised Service Credit Cap.

In the period from the Call Off Commencement Date to the end of the first Call Off Contract Year , twenty per cent (20%) of the Call Off Contract Charges (exclusive of any Milestone Payments) payable to the Supplier under this Call Off Contract.

During the remainder of the Call Off Contract Period, twenty per cent (20%) of the Call Off Contract Charges payable to the Supplier under this Call Off Contract in the period of twelve (12) Months immediately preceding the Month in respect of which Service Credits are accrued;



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Appointment of Key Personnel?

Tick as required. See clause 24 of the Call Off Terms

Yes./ D No

Continuous improvement reqJired?

Tick as required. See clause 15 of the Call Off Terms.

Yes./ No D

Full Audit transparency required?

Defined as Auditor access to those elements set out in clause 18.2.2 (r).

Tick as required. See clause 18 of the Call Off Terms. If required, please provide additional information in your SOR.

Yes./ No0

- a. The financial statements and reports (Half Yearly Contract Reports) will be maintained by the Supplier and will provide the basis for the calculation of performance gain share (as set out in Call Off Schedule 3) and Service Credits (as set out in Call Off Schedule 6).
- b. The level of cost detail included in the CIR, as described below, is the most granular level of detail that the Supplier will provide in the CIR and in the Half Yearly Contract Reports.
- c. The Financial Model will comprise a set of modules:
 - i. The 'Cost Model', the starting point for this will be the CIR submitted with the Tender. This will demonstrate the costs incurred and expected to be incurred by in the provision of the Services. The Supplier will apply to its own company policy on cost base treatment and categorisation in relation to the CIR and financial statements.
 - ii. The 'Charges Model' which sets out the Service Charges billed for and the forward forecast of Charges (revenues) likely to be achieved by the Supplier.
 - iii. The 'Reference Direct Cost Card Model' which sets out the Supplier's business standard cost card rates which will used for the purposes of forecasting such costs and in the presentation of the actual costs. An example would be a standard labour cost card by role and grade type.
 - iv. the 'Reference Overhead Model' which sets out the Supplier's business standard overhead cost absorption rates and overheads allocations which will used for the purposes of forecasting such costs and in the presentation of the actual costs. Examples include network overhead allocations and SG&A businessoverheads.

CIR:

- a) When responding to the CIR the Supplier has matched the 'Cost Description Categories' with its own internal model of cost treatment and categorization on the basis of best fit. These cost categories are derived from internal pricing tools and reports. Inevitably there is not a direct match for all costs, therefore the costs have been aligned as follows:

The Supplier	CIR
Cost of Sale (COS)	Third Party
CAPEX	Other Depreciation or Amortisation
Allocated Costs, OPEX	Other Costs

Supplier business continuity and disaster recovery (BCDR) plans

Standard Supplier plan to apply?

See clause 12 of the Call Off Terms and Schedule 8 of the Call Off Terms.

Yes D No./

Bespoke BCDR Plan required?

Tick as required. See clause 12 of the Call Off Terms.

If required, please provide additional information in your SOR.

Yes./ No0

Call-off Guarantor required?

Financial distress provisions required?

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Tick as required. See clause 4.1 of the Call Off Terms

Yes No

Rating Agency 1

Please give name of required Rating Agency, see Call Off Schedule 5.

N/A

Tick as required. See clause 20 of the Call Off Terms and Schedule 5 of the Call Off Terms.

Yes No

Rating Agency 1 - Credit Rating Threshold

Please state the minimum credit rating level, see Call Off Schedule 5

- N/A

Payment terms/profile required?

Payment terms/profile are contained in the Contract Inception Report.

Yes No

Bespoke liability limits?

Tick as required. See clause 33.2.1 of the Call Off Terms.

Yes No

Liability limits

Please provide the revised liability limit(s)

33.3.1.(b) (i) in relation to any Defaults occurring from the Call Off Commencement Date to the end of the first Call Off Contract Year, the higher of five hundred thousand pounds (£500,000) or a sum equal to one hundred and fifty percent (150%) of the estimated Call Off Contract Charges for the first year of the Call Off Contract;

Bespoke insurance requirements?

Tick as required. See clause 34 of the Call Off Terms.

Yes No

Insurance requirements

Please provide details of your additional insurance requirements

Third Party Public & Products Liability Insurance. Not less than £2,000,000 in respect of any one occurrence, the number of occurrences being unlimited, but £2,000,000 any one occurrence and in the aggregate per annum in respect of products and pollution liability.

Relevant Convictions apply?

Tick as required. See clause 25.2 of the Call Off Terms.

Yes No

Personal Data within UK only?

Tick as required. See clause 31.7.3 of the Call Off Terms.

Yes No Specific arrangements have been agreed to handle Customer Personal Data outside of the UK subject to the obligations set Paragraph 8 of Annex A. If the Supplier changes these arrangements during the Call Off period the Supplier is required to obtain prior approval from the Customer.

Additional clause "Security measures" required?

See Call Off Schedule 13, clause 2.2.1

Yes No

Additional clause "Access to MOD sites" required?

See Call Off Schedule 13, clause 2.2.2

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Yes D No./

Additional clause "Other" required?

See Framework agreement, Schedule 5, clause 4.1

Yes./ No D

Clauses 1 and 33.1 - amendments to reflect the fact that the Customer will be contracting on behalf of other entities (Service Recipients)

Clause 7.8 -Amendments to reflect the fact that some Services are optional

Clause 18 - Open Book: enhanced to align with Cab Office directives

Clause 19 - Variation: Controlled Documentation clauses added, amendments to the Impact Assessment process

Clauses 19, 21.2 and 52 -Amendments anticipating the UK's exit from the European Union.

Clause 30 - Intellectual Property Rights

The Parties acknowledge and agree that in respect of the provisions in Clause 30 (Intellectual Property Rights) relating to Supplier Software or Background IPR shall only apply to any such Supplier Software or Background IPR which is created in connection with this Call Off Contract.

As at the Call Off Commencement Date no such Supplier Software or Supplier Background IPR has been identified by the Supplier (provided always that the Supplier acknowledges that if any Supplier Software or Supplier Background IPR is required by the Customer in order to use the Services relevant licences will be granted to the Customer in accordance with Clause 30). If any Supplier Software or Supplier Background IPR is applicable during the Call Off Contract Period, the following amendments to Clause 30 shall apply.

Clause 30.3.1 is amended to:

"The Supplier hereby grants to the Customer a royalty-free and non-exclusive licence to use, copy; modify, amend and distribute:

(a) the Supplier Software for any purpose relating to the Services (or substantially equivalent services) or for any purpose relating to the exercise of the Customer's (or, if the Customer is a Central Government Body, any other Central Government Body's) business or function including but not limited to the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display); and

(b) the Supplier Background IPR for any purpose relating to the Services (or substantially equivalent services) or for any purpose relating to the exercise of the Customer's (or, if the Customer is a Central Government Body, any other Central Government Body's) business or function.

Clause 30.4.2(a)(ii) is amended to read:

(ii) the sub-licence only authorises the third party to use the rights licensed in Clause 30.3 (Licences granted by the Supplier: Supplier Software and Supplier Background IPR) for purposes relating to the Services (or substantially equivalent services) or for any purpose relating to the exercise of the Customer's (or, if the Customer is a Central Government Body, any other Central Government Body's) business or function; and

Clause 30.4.2(b) is amended to read:

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(b) the rights granted under Clause 30.3 (Licences granted by the Supplier: Supplier Software and Supplier Background IPR) to any Approved Sub-Licensee (but excluding any third party providing services to a Central Government Body) to the extent necessary to use and/or obtain the benefit of the Specifically Written Software and/or the Project Specific IPR provided that the sub-licence is on terms no broader than those granted to the Customer.

Clause 31 - Amendments anticipating the General Data Protection Regulation

Clause 38 - Additional termination right relating to pensions.

Sched1:1le 3 - Charging and Invoicing: enhanced to provide clarity on proposed charging mechanism

Schedule 6 - Service Levels, Service Credits: added specific service levels and credits relevant to the services that the Customer is procuring

Schedule 9 - Exit Management: added greater clarity to the definition of the Registers (of assets) that the supplier will be required to maintain during the life of the contract

Schedule 15 - Sustainability: new Schedule added to reflect significance of sustainability in Defra's role

Schedule 16 - Staff Transfers: new Schedule

Schedule 17 - Governance: new Schedule

Schedule 18 - Standards (including Technical, Environmental and People): new Schedule

Please also see Annex B.

Scots Law required?

Tick as required.

See Call Off Schedule 13, clause 2.1.1

Yes No

Northern Ireland Law required?

Tick as required.

See Call Off Schedule 13, clause 2.1.2

Yes No

Non-Crown Body?

Please indicate if you are a Crown or non-Crown Body.

See Call Off Schedule 13, clause 2.1.3

Crown Body Non-Crown Body

Non FOIA Public Body?

Please indicate if you are an FOIA Public Body or non-FOIA Public Body. See Call Off Schedule 13, clause 2.1.4

FOIA Public Body Non FOIA Public Body

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Section C Location details/requirements

Please provide details of all the locations where the Supplier will be required to deliver the Service/s requested (this will be necessary for Suppliers to provide accurate quotations).

For each Site to be covered by this Order Form, please provide the full postal address, including postcode. If a postcode is not available please provide an Ordnance Survey National Grid reference, which can be found using an internet search such as [Grid Reference Finder](#).

Site address	Site postcode	Required service commencement date
As set out in Annex D (Master Site List) to this Order Form		In accordance with the Implementation Plan

(Provide further Site details as required)

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Section D

Milestone plan - Refer to the Implementation Plan provided by the Supplier in accordance with Clause 6 (Implementation Plan) of the Call Off Terms and Conditions

Milestone								
Deliverables								
Duration								
Milestone date								
Time of the essence? (Y or N)	N							
Customer responsibilities	As detailed in Annex C (Customer Responsibilities)							
Milestone Payments	As detailed in Annex 1 of Call Off Schedule 3 (Contract Charges, Payment and Invoicing)							
Delay Payments	As detailed in paragraph 4.5 of Call Off Schedule 3 (Contract Charges, Payment and Invoicing)							

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**Section E
Compatibility information**

This section is relevant where you have indicated that a service compatibility assessment required.

See question in section B.

Clause 7.1.4 (c) to (k) of the Call Off Terms refers.

Please provide additional information as required.

NOT REQUIRED

Customer Software

Click here to enter text.

Customer System

Click here to enter text.

Customer Property

Click here to enter text.

Customer Assets

Click here to enter text.

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Section F Supplier response

Suppliers - use this section to provide any details that may be relevant to the General Tender Response. Please ensure that you attach your detailed response which will form Schedule 2, Annex 2 and Schedule 3 of the Call Off Terms

Commercially Sensitive Information

Commercially Sensitive Information relating to the Supplier, its IPR or its business, or which the Supplier is indicating to the Customer that, if disclosed by the Customer, would cause the Supplier significant commercial disadvantage or material financial loss.

Items	Duration of Confidentiality
Vodafone's bid submission, proposal and commercial offer in response to the ITT	Date of Submission plus 6 Years
Breakdown of pricing information to give input costs, capital and operating costs, overheads, revenue, margins and profits.	Term plus 6 years
How any payments due to the Supplier on the termination of the whole or any part of the Call Off Contract have been or will be calculated but excluding the actual amounts of such payments.	Term plus 6 years
Any financial data relating to the Supplier's business as a whole including the financial standing of the Supplier provided in connection with this Call Off Contract, including but not limited to any information relating to financial distress reporting.	Term plus 6 years
The cover and amounts of the Supplier's insurances.	Term plus 6 years
How any service credits are financially calculated under the Call Off Contract, but excluding any details regarding the applicable service thresholds, or any performance related information or requirements, or information relating to the actual amounts of any service credits paid or credited to the Customer.	Term plus 6 years
Technical details of the Supplier's network, (including topology, network diagrams, detailed network coverage, route maps, the Supplier's Points of Presence and/or street furniture/chambers etc.).	Term plus 6 years
Design documents relating to the Services and any notes or minutes of technical design meetings held in relation to the aforementioned but excluding any documents explicitly set out in the Call Off Contract as being deliverables to the Customer .	Term plus 6 years
The Supplier's own Business Continuity Plan, Business Incident Plans , and Disaster Recovery Manuals and Procedures, Security Plan and related Business Security Processes but excluding any	Term plus 6 years

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Customer-specific plans or procedures to be provided by the Supplier under the Call Off Contract.

Key Personnel

Please see Customer response in section B to confirm if required. See clause 24 of the Call Off Terms for details

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Complaint handling

Please provide details of a single contact who will be responsible for Complaint handling as detailed in clause 53 of the Call Off Terms.

Name of key contact	
Job role	Customer Relations Manager
Telephone number	0870 070 0191
Email address	complaintsteam@vodafone.com
Postal address	Vodafone House, The Connection, Newbury, RG14 2FN

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Supplier Equipment

Please detail any equipment that will be necessary to provide the services requested by the customer.
See clause 29 of the Call Off Terms

The Customer shall make available to the Supplier the LAN equipment set out in the Connectivity Asset List (CON-09-265-001 version 1.01) issued as part of the RFP as Customer Assets.

Due Diligence response information

Please include any information that you wish to make the Customer aware of in accordance with clause 2 of the Call Off Terms.

Call Off Guarantor

Where the Customer has requested a Call Off Guarantor in section B of this form please provide the **full legal name** and **registered address** of the Call Off Guarantor.

Please include any information that you wish to make the Customer aware of in accordance with clause 4.1 of the Call Off Terms.

Note, where the Customer has requested a Call Off Guarantor in section B of this form, the award of a Call Off Contract is conditional upon receipt of an executed Call Off Guarantee from the Call Off Guarantor on a form set out by the Customer or the form provided in Framework schedule 11 (as specified by the Customer) and a certified copy extract of the board minutes and/or resolution of the Call Off Guarantor approving the execution of the Call Off Guarantee.

Not Required

Rating Agency information

Please provide the ratings using the Rating Agencies identified (if appropriate) by the Customer in section B of this form, in accordance with Call Off Schedule 5.

Rated Organisation	Credit rating agency 1:		Credit rating agency 2:	
	Credit Rating (Long Term)	Credit Rating Threshold	Credit Rating (Long Term)	Credit Rating Threshold
Supplier	N/A	N/A	N/A	N/A
Call - off Guarantor To be provided if a Call Off Guarantor has been requested by the Customer in section B and the details have been provided above.	N/A	N/A	N/A	N/A
Fr am ework Guarantor Where the Supplier has a Framework Guarantor the full legal name and registered address is to be provided:	N/A	N/A	N/A	N/A

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Performance Monitoring & Reporting

Please provide details (3.1.1 to 3.1.5) as required in part B of call-off Schedule 6 paragraph 1.2.

Not Applicable

Total contract value

Please provide an estimated total value (for the Initial Call Off Period) as detailed in your attached response to the Customer's Statement of Requirements.

£38,092,340.

If you wish to provide a summary breakdown of the total contract value, please add details.



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Section G Call Off Contract Award

Customer organisation: see section A
Customer project reference see section B
Supplier name see section A
Unique Call Off Contract identifier see section A

This Call Off Contract is awarded in accordance with the provisions of the Network Services Framework Agreement RM1045.

The Supplier shall supply the Services specified in this Order Form to the customer on and subject to the terms of this Order Form and the Call Off Terms (together referred to as the "Call Off Contract") for the duration of the Call Off Contract Period.

The Customer confirms that no amendments other those identified in sections B and D of this form have been made to the Template Call Off Terms.

Call Off Contract Commencement Date

The Call Off Contract Commencement Date will be the date of dispatch of this signed Order Form, by the Customer, to the successful Supplier, in accordance with Framework Schedule 5 (Call Off Procedures) paragraph 8 (Call Off Award Procedure).

SIGNATURES

For and behalf of the Supplier (at submission of General Tender Response)

Name	[REDACTED]
Job role/title	[REDACTED]
Signature	[REDACTED]
Date	28 March 2018 14:44 BST

For and on behalf of the Customer (at Call Off Contract award)

Name	[REDACTED]
Job role/title	[REDACTED]
Signature	[REDACTED]
Date of dispatch	27 th March 2018

Please note that if an Order Form is sent to a supplier by post (See Framework Schedule 5 for details) the Order Form should be sent to the postal address provided on the agreement webpage <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm1045>. Please see the documents tab and refer to Suppliers by lot, this document also provides an e-mail address for each supplier.

For Supplier use

Unique Call Off Contract identifier

A unique number provided by the Supplier at the time of Call Off Contract award. This number must be reported in the financial MI return.

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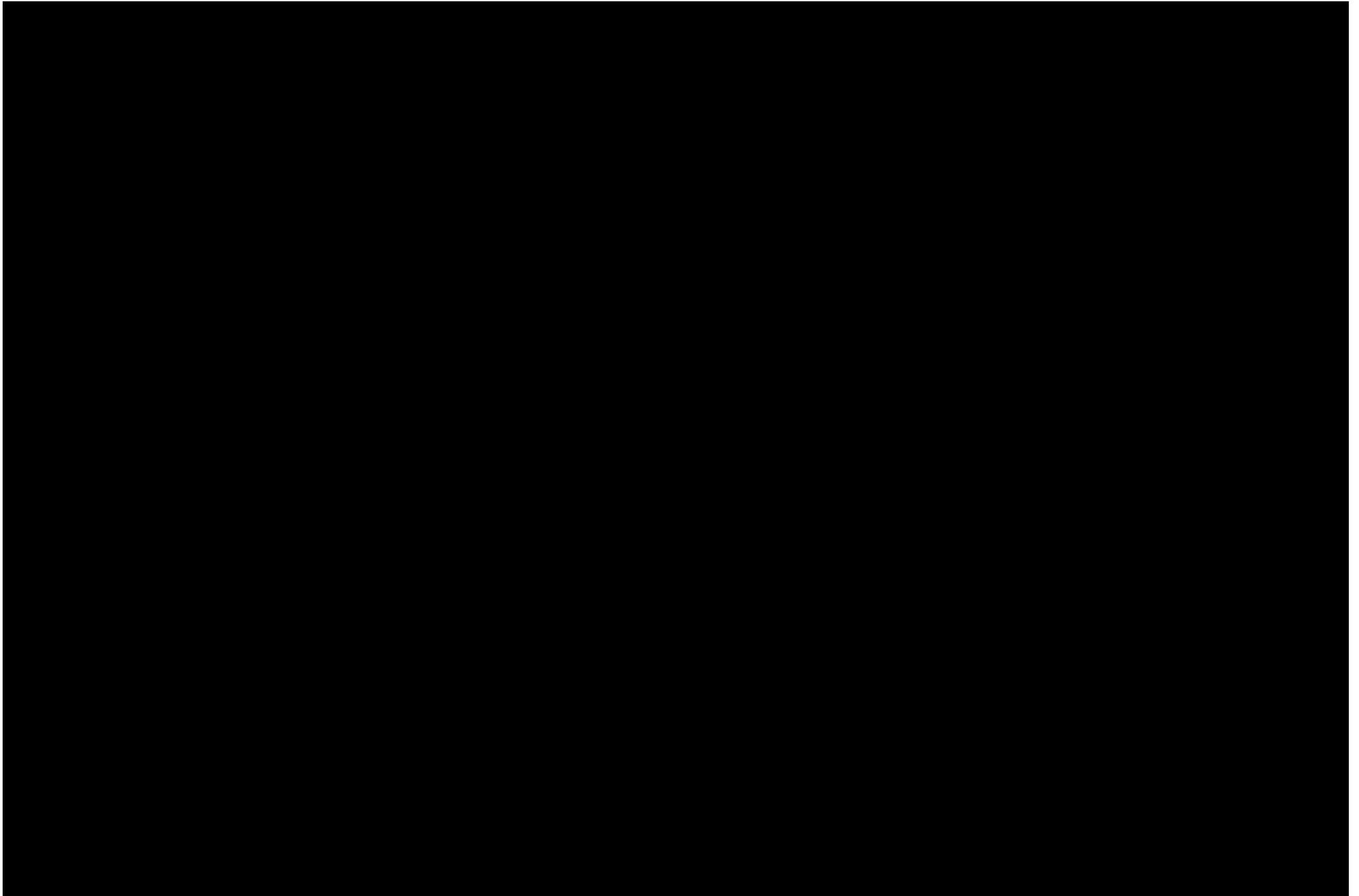
ANNEX A

SUPPLIER COMPLIANCE EXCEPTIONS

Notwithstanding Clause 1.4 and the order of precedence set out in Call Off Schedule 2 (Services), in the event of and only to the extent of a conflict between the Supplier's compliance matrix set out in this Annex A of this Order Form (the "Matrix") and Annex 1 of Call Off Schedule 2, the Matrix shall take priority.

CJ

**Vodafone-SOL 01
Connectivity Co!Tpli**







ANNEX B

Agreed Clarifications

1. Payments for Delays due to Customer Cause

1.1 Add a new sub-Clause (iv) at the end of Clause 36.1(f)(iii) as follows:

"(iv) the Supplier shall be entitled to compensation in accordance with paragraph 1.3 of Annex B to the Order Form; and/or"

1.2 Delete "and/or" at the end of sub-Clause 36.1(f)(iii).

1.3 If the Supplier is entitled in accordance with Clause 36.1(f)(iv) (Customer Cause) to compensation for (i) failure to Achieve a Milestone by its Milestone Date or (ii) incurring additional costs as a result of a Customer Cause, then, subject always to Clause 33 (Liability), such compensation shall be determined in accordance with the following principles:

- (a) the compensation shall reimburse the Supplier for additional Costs incurred by the Supplier that the Supplier:
 - a. can demonstrate it has incurred solely and directly as a result of the Customer Cause; and
 - b. is, has been, or will be unable to mitigate, having complied with its obligations under Clause 36.1 (Customer Cause),

together with an amount equal to the Anticipated Contract Life Profit Margin thereon;
- (b) the compensation shall not operate so as to put the Supplier in a better position than it would have been in but for the occurrence of the Customer Cause;
- (c) where the relevant Milestone Payment is to be calculated based upon a Fixed Price pricing mechanism, the compensation shall include such amount as is appropriate to maintain the Supplier Profit Margin set out in respect of the relevant Milestone in Table 2 of Annex 1 to Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing);
- (d) in the case of failure to Achieve a Key Milestone, subject to the Supplier Achieving all other requirements and deliverables of such Key Milestone not delayed by a Customer Cause, the Customer shall (without prejudice to the Customer's rights in paragraph 3 (Risk) of Call Off Schedule 4 (Testing)) issue Test Certificates and a conditional Satisfaction Certificate in relation to such Milestone deliverables not subject a Customer Cause, and the Supplier shall be entitled to invoice, and the Customer shall pay, a fair and reasonable proportion of the relevant Milestone Payment (agreed in accordance with this Clause 36.1(f)(iv), and calculated on the basis of the Milestone deliverables Achieved (less the relevant Milestone Retention Payment); and
- (e) in the case of failure to Achieve the final Key Milestone pursuant to Paragraph 4.3 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing), subject to the Supplier Achieving all other Key Milestones, the Customer shall (without prejudice to the Customer's rights in paragraph 3 (Risk) of Call Off Schedule 4 (Testing)) issue Test Certificates and a conditional Satisfaction Certificate in relation to the final Key Milestone deliverables not subject a Customer Cause, and the Supplier shall be entitled to invoice, and the Customer shall pay, a fair and

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reasonable proportion of the relevant Milestone Retentions (agreed in accordance with this Clause 36.1(f)(iv) calculated on the basis of all such Key Milestones and deliverables Achieved.

- 1.4 The Supplier shall provide the Customer with any information the Customer may require in order to assess the validity of the Supplier's claim to compensation.
- 1.5 Where the Customer has issued Test Certificates and a conditional Satisfaction pursuant to Paragraph 1.3 (e), and the Supplier subsequently fails to Achieve the final Key Milestone in accordance with any new Milestone Date agreed pursuant to Clause 36.1(f)(i) (other than as a result of a Customer Cause), the Supplier shall repay on demand any proportion of the Milestone Retentions paid to the Supplier pursuant to Paragraph 1.3(e).

2. Changes in Law

- 2.1 Notwithstanding Clause 19.2, the Parties agree that for the purposes of Clause 19.2.2 (subject always to Clause 19.2.3), a Specific Change in Law shall also include any event where the Supplier incurs additional costs (other than as a result of the Supplier's act or omission) as a result of (a) a judicial, statutory or regulatory decision, order or similar direction related to the Services or (b) a variation by any regulated communications operator to amounts the Supplier pays to such operator. The Supplier shall provide the Customer written notice of such changes in advance.

3. Exit Management Costs

- 3.1 The Parties acknowledge and agree that for the purposes of Paragraph 11.1 of Call Off Schedule 9 (Exit Management), the costs of the Supplier's compliance with Call Off Schedule 9 are attributable as follows:
- (a) in respect of the methodology, creation and maintenance of the Exit Plan and related activities (including the maintenance and provision to the Customer of Exit Information with the exception of paragraph 4.1.7 of Call Off Schedule 9 (Exit Management)) are included within the Charges; and
 - (b) all other costs properly incurred by the Supplier in relation to the execution of the Exit Plan (including Termination Assistance) shall be charged to Defra based on the SFIA Rate Card (where applicable) subject to the costs being notified to and agreed with the Customer in advance.

4. Exchange Rate Variations

- 4.1 The Supplier's Charges in respect of dedicated hardware set out in the CIR tab 'A06 Dedicated Assets' for the supply or replacement of LAN equipment is based on the US Dollar : UK Sterling exchange rate of \$1.28 : £1 set by www.oanda.com as at the date of the Tender and is fixed for the period up to and including 5 July 2018 ("the Baseline Rate"). The Charges in respect of any LAN equipment procured on behalf of the Customer after 5 July 2018 in connection with any Services, replacement equipment or Variations shall be based on the US Dollar : UK Sterling exchange rate at the time of the Supplier placing the order with the OEM manufacturer as notified by the Supplier, provided that:
- (a) there shall be no change to the Charges in respect of such LAN equipment if such exchange rate has varied by less than or equal to five percent (5%) of the Baseline Rate;
 - (b) the Customer shall only be liable for any amount of exchange rate fluctuation which exceeds five percent (5%) of the Baseline Rate.

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5. Change Requests

- 5.1 If pursuant to Clause 19.1.4 the Supplier raises or receives a request for a Variation which, acting reasonably; it considers to be a bespoke and/or complex request requiring significantly more resources to be incurred to design and complete the proposed Variation and/or Impact Assessment than the relevant resources costs included within the Charges (a "Bespoke Variation"), it shall be entitled to raise such request for a Bespoke Variation to the Supplier Management Board in accordance with Call Off Schedule 17 (Governance) prior to the Supplier requiring to proceed with the request for a Bespoke Variation. The Supplier Management Board shall discuss the Bespoke Variation request and amongst other things determine if the Supplier's aforementioned additional costs are to be recoverable whether or not such Bespoke Variation is approved in accordance with Clause 19.1.8.

6. Take-On Services

- 6.1 From the date of Achievement of Milestones CPP1, CPP2 and CPP3 to the WAN Service Commencement Date of each Site as set out in the Implementation Plan ("the Take-On Period"), the Take-On Services set out in Annex D (Master Site List) of the Order Form shall be provided by the Supplier free of charge to the Customer, subject to the following:
- (a) the Supplier shall comply with the Service Levels in respect of the Take-On Services during the Take-On Period;
 - (b) In respect of any Service Level failures, the Customer shall not be entitled to recover any losses pursuant to Clause 10.5 or Clause 33.5;
 - (c) The Supplier's entire liability in respect of the Take-On Services shall not exceed the difference between the CMO service charge as specified in Annex D (Master Site List) to the Order Form ("the CMO Service Charge") and WAN Service Charges set out in Schedule 3) on a per site basis x the number of months between the Achievement of Key Milestone 3 and the corresponding WAN Service Commencement Date specified in the Implementation Plan. Notwithstanding the foregoing, such Supplier's liability in respect of a WAN Service Commencement Date which is delayed as a result, and to the extent, of a Default by the Supplier shall be increased in proportion to the period of such delay on a pro-rata basis; and
 - (d) Subject to the provisions of Clause 6.3, the Customer shall not unreasonably reject the Implementation Plan or any changes requested to the Implementation Plan which in either case propose changes to the completion of any of the WAN Service Commencement Dates for a Site which correspond to a Take-On Service provided to that Site, and

in the event that either;

- (i) the Customer unreasonably delays or rejects the approval of any such changes pursuant to paragraph 6.1(d) above to the Implementation Plan or
- (ii) a WAN Service Commencement Date is delayed as a result of a Customer Cause,

then the Supplier shall be entitled to charge the WAN Service Charge for any extension of the Take-On Period at that Site that has occurred due to the Customer Cause and until the corresponding WAN Service Commencement Date is Achieved .
- (iii) For the avoidance of doubt, this does not seek to limit the Supplier claims in respect of Customer Cause pursuant to paragraph 1 of this Annex B, but shall not operate as to put the Supplier in a more advantageous position than it would otherwise have been but for the Customer Cause.

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7. Minimum Service Period

- 7.1 Without limiting the Customer's right to terminate a Service to a Site, other than where the Service is terminated as a result of an upgrade or replacement Service to that Site, the Customer acknowledges and agrees that the Supplier shall be entitled to invoice the Charges in respect of such terminated Service to a Site for a period of no less than twelve (12) months from its corresponding Operational Service Commencement Date.

8. Excess Construction Charges

- 8.1 The Customer acknowledges and agrees that the provision of Services to a Site are subject to survey prior to installation. If as a result of a survey the Supplier determines that it will incur additional costs in excess of those costs it would normally incur, or be charged by third party operators, in the course of installing services similar to the Services ("Excess Construction Charges"), and such costs are not reasonably avoidable, it shall be entitled to invoice the Customer for Excess Construction Charges in respect of the Services subject to the following

- (a) the Supplier shall notify the Customer in advance of such Excess Construction Charges in each case;
- (b) the Excess Construction Charges shall be calculated on a 'pass-through' basis only.
- (c) the Supplier shall only be entitled to invoice the Customer for additional demonstrable Costs solely and directly incurred by the Supplier;

- 8.2 The Customer may at its sole discretion:

- (a) accept the Excess Construction Charge that it wishes the delivery of the Service to proceed; or
- (b) agree, where possible, an alternative Service delivery option proposed by the Supplier to avoid or mitigate the Excess Construction Charges; or

- (c) cancel the Service at no additional cost, and

in each case notify the Supplier within twenty (20) Working Days of the Supplier's notice pursuant to paragraph 8.1(a) above,

- 8.3 If Excess Construction Charges apply pursuant to paragraph 8.1 above:

- (a) the Supplier shall be responsible for an amount of two thousand and eight hundred pounds sterling (£2,800) towards the Excess Construction Charges for each applicable Site, subject to a total amount of three hundred and sixty four thousand pounds sterling (£364,000) in aggregate ("**Risk Allocation**") to apply until the Supplier has Achieved all Key Milestones identified in the Key Milestone Table in Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing);
- (b) the Customer shall not be responsible for any cost exemptions offered by third party operators (such cost exemption) to be evidenced by the Supplier to the satisfaction of the Customer), and
- (c) the Customer shall be responsible for all Excess Construction Charges in excess of these amounts described in Paragraphs 8.3(a) and 8.3(b).

- 8.4 Once the Supplier has Achieved all Key Milestones identified in the Key Milestone Table in Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) the Supplier agrees to deduct any surplus

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in the Risk Allocation from the first invoice issued to the Customer in the month following the Achievement of the final Key Milestone in respect of Service Charges (unless another method of reimbursement is agreed in writing by the Customer).

9. Personal Data

9.1 For the purposes of this Paragraph 9, the Data Transfer Solution shall mean "an agreement between the Supplier acting for and on behalf of the Customer (as Data Controller) and Vodafone India Services Private Limited, registered office Vodafone House, Corporate Road, Prahladnagar, Off S. G. Highway, Ahmedabad-380051 India ("VSSI") (as Data Processor) in a form Approved by the Customer and based on the contractual clauses stated in the European Commission Decision of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established outside the European Economic Area under Directive 95/46/EC of the European Parliament and of the Council."

9.2 The Customer appoints the Supplier as its agent solely for the purpose of entering into the Data Transfer Solution, and the Supplier accepts the appointment on these terms.

9.3 The Parties acknowledge and agree that the Supplier shall not transfer any Personal Data for which the Customer is the Data Controller to VSSI until the Data Transfer Solution is in force.

9.4 The Supplier shall not be:

(a) relieved of its any of its obligations under the Call Off Contract; or

(b) entitled to any increase in the Call Off Contract Charge,

as a result of the Data Transfer Solution not being in force at any time during the Call Off Contract Period.

10. Customer Assets

10.1. The provisions of Clauses 28.1, 28.5, 28.6 and (subject to paragraph 10.2 below) 28.8 will apply to the Customer Assets mutatis mutandis.

10.2 For the purpose of paragraph 10.1 only, Clause 28.8 shall be amended to read:

"28.8 The Supplier shall be liable for all loss of, or damage to the Customer Property, (excluding fair wear and tear), where such loss or damage was solely caused by the Supplier's Default. The Supplier shall inform the Customer immediately of becoming aware of any defects appearing in or losses or damage occurring to the Customer Property.

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ANNEX C

Customer Responsibilities

D

**Call Off Order Form
Annex C Customer R**

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Connectivity

Call Off Order Form
Annex C - Customer Responsibilities

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3	Specific obligations	5

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1 Introduction

- 1.1 With the exception of any Customer Responsibilities agreed in writing by the Parties after the Call Off Commencement Date the responsibilities of the Customer set out in this Annex C shall constitute the Customer Responsibilities under this Call Off Contract. Any obligations of the Customer in Parts A, B, C and D of Annex 2 to Call Off Schedule 2 (Services) shall not be Customer Responsibilities and the Customer shall have no obligation to perform any such obligations unless they are specifically stated to be "Customer Responsibilities" and cross referenced in the table in Paragraph 3.
- 1.2 The responsibilities specified within this Annex C shall be provided to the Supplier free of charge, unless otherwise agreed between the Parties.
- 1.3 Where a Customer Responsibility set out in Paragraph 3 has a completion date which references the Implementation Plan, such Customer Responsibility will not be binding on the Customer unless a corresponding completion date is included in the Implementation Plan developed by the Supplier under Clause 6.

2 General obligations

The Customer shall without prejudice to any Customer Responsibility referred to in this Annex C:

- (a) perform those obligations of the Customer which are set out in the Clauses of this Call Off Contract and the Paragraphs of the Schedules (except Annex 2 of Call Off Schedule 2 (Services));
- (b) use its reasonable endeavours to provide the Supplier with access to appropriate members of the Customer's staff, as such access is reasonably requested by the Supplier in order for the Supplier to discharge its obligations throughout the Call Off Contract Period and the Termination Assistance Period;
- (c) provide sufficient and suitably qualified staff to fulfil the Customer's roles and duties under this Call Off Contract;
- (d) use all reasonable endeavours to provide such documentation, data and/or other information that the Supplier reasonably requests that is necessary to perform its obligations under the terms of this Call Off Contract provided that such documentation, data and/or information is or is able to be made available to the Customer and is not subject to any confidentiality obligations preventing its release to or by the Customer;
- (e) procure for the Supplier such access to and use of the Customer Sites (as a licensee only) and facilities (including relevant IT systems) as is reasonably required for the Supplier to comply with its obligations under this Call Off Contract; and
- (f) Approve or reject (providing feedback), any documents submitted to it for Approval in accordance with the relevant timescales set out in the Implementation Plan or specifically set out in this Call Off Contract, where no such timescales are referred to the documents will be Approved within a reasonable period of time taking into

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account the nature and complexity of the relevant document and the phase of the Call Off Contract Period to which it relates.

3 Specific obligations

- 3.1 The Customer shall, in relation to this Call Off Contract perform the Customer's responsibilities identified as such in this Call Off Contract the details of which are set out below:

ID	Agreed Customer Responsibility Wording	Completion date
001	The Customer shall provide a letter of authority or similar contractual change mechanism to change ownership of existing circuits to Supplier	In accordance with the timescale set out in the Implementation Plan.
002	The Customer shall confirm and/or provide (a) full details of the exact location of new Services and (b), where the Customer becomes aware that details confirmed following and contained in a Site Survey that has been carried out by the Supplier have changed, confirm and/or provide updated details to the Supplier.	In accordance with the timescale set out in the Implementation Plan and as required throughout the Call Off Contract Period for new Services or Sites.
003	The Customer shall provide project management resource to act as single contact point for the Supplier for: <ul style="list-style-type: none"> - Project-related communications in to the Customer organisation; - Primary interface point for project-related discussion; - Escalation in to the Customer for unresolved risks and issues; - Assistance with the formation of the Implementation Plan 	In accordance with the timescale set out in the Implementation Plan.
004	Subject to the Supplier completing the site surveys in a timely manner, the Customer shall ensure that all Sites receiving Services are ready for installation, including the provision of; rack space, power, cooling, electrical wiring, service wiring, access to keys, alarm suppression systems, network distribution points and cable riser cupboards, cable routes within the site in accordance with the Implementation Plan.	In accordance with the timescale set out in the Implementation Plan and as required throughout the Call Off Contract Period for new Services or Sites.
005	The Customer shall provide or procure Site access arrangements including any Site training or inductions to be free issued to Supplier.	In accordance with the timescale set out in the Implementation Plan and as required throughout the Call Off Contract Period for new Services or Sites.
006	The Customer shall supply details of all known Site-based risks, including but not limited to: asbestos, access, floor loading	In accordance with the timescale set out in the Implementation Plan and as required throughout the Call Off Contract Period for new Services or Sites.
007	The Customer shall provide dedicated 16A BS4343 outlets and earth cabling for Supplier racks in Data Centres.	In accordance with the timescale set out in the Implementation Plan.

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ID	Agreed Customer Responsibility Wording	Completion date
008	Where a Site requires a wayleave, lease or other similar form of consent to be agreed with the landlord or owner of such Site, and an associated delivery date in the Implementation Plan, Service Request or Variation that the Supplier is not able to influence the approval of, then if the WAN Service Commencement Date is subject to a delay then such delays will be treated in accordance with Clause 36.	In accordance with the timescale set out in the Implementation Plan and as required throughout the Call Off Contract Period for new Services or Sites.
D09	The Customer shall ensure Site access, work permits, and resources are available and approved for all Sites to enable delivery in accordance with the Implementation Plan.	In accordance with the timescale set out in the Implementation Plan and as required throughout the Call Off Contract Period for new Sites.
D10	In accordance with Call Off Schedule 17 (Governance) the Customer shall manage and ensure effective and timely communications between Supplier and Core Defra Group and its agencies and other suppliers.	For the Duration of the Call Off Contract Period
D11	The Customer shall either approve or reject a Request for Change submitted by Supplier in accordance with the Defra Change & Evaluation Management Policy (SMSI-071-001-003) within 10 Working Days.	10 Working Days from receipt of a Request for Change by the Customer
D12	The Customer shall provide appropriate means of authenticating users against Web Content Filtering Service.	In accordance with the timescale set out in the Implementation Plan.
D13	The Customer shall provide suitable subject matter contacts for approval of all plans and documentation outlined in Call Off Schedule 2 Annex 1 (Statement of Requirements).	In accordance with the timescale set out in the Implementation Plan.
014	The Customer shall enable read-only network management of LAN devices when required via the incumbent supplier.	In accordance with the timescale set out in the Implementation Plan.
D15	The Customer shall ensure reasonable and necessary co-operation from incumbent suppliers' staff, and timely responses to any relevant information requests during take-on and transformation knowledge transfer period.	In accordance with the timescale set out in the Implementation Plan.
D16	The Customer shall perform effective triage of service desk support tickets prior to ticket assignment to ensure correct resolver group ownership within Core Defra Group service desk.	From the Achievement of Key Milestone 3 for the remainder of the Call Off Contract Period.
D17	The Customer shall implement change freezes for each LAN Pilot Site 1 week prior to Take-On and remaining Sites 1 week prior its relevant Operational Service Commencement Date agreed in the Implementation Plan.	1 week prior to the relevant Operational Service Commencement Date agreed in the Implementation Plan.
D18	The Customer shall provide reasonable advance notice to Supplier when any specific Sites planned in the Implementation Plan cannot be implemented or are likely to be delayed.	In accordance with the dates set out in the Implementation Plan for each planned Operational

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ID	Agreed Customer Responsibility Wording	Completion date
		Service Commencement Date and as required throughout the Call Off Contract Period for new Services or Sites.
019	The Customer shall install Digital User software via its incumbent desktop supplier as described in 'Requirements for supporting the Digital Users' on page 59 of Part A within Annex 2 of Schedule 2.	In accordance with the timescale set out in the Implementation Plan.
020	The Customer will maintain or ensure the on-going management of the existing Equinix Cloud Exchange platform.	In accordance with the timescale set out in the Implementation Plan and the remaining duration of the Call Off Contract Period.
021	The Customer will support the Supplier in working towards and agreeing the final design and establishing the access control lists for the service.	In accordance with the timescale set out in the Implementation Plan.
022	The Customer will work with Supplier to establish and agree the size and resilience for each Third Party Site Gateway.	In accordance with the timescale set out in the Implementation Plan.
023	The Customer will ensure the co-operation and engagement of the Single Service Desk Supplier to support the agreement and approval of the Supplier's Customer Operations Manual. This activity will take place prior to Service Readiness Testing in line with the Implementation Plan.	In accordance with the timescale set out in the Implementation Plan.
024	The Customer will provide access to subject matter experts as required to define the scope of the B2B toolset integration for Incident Management.	In accordance with the timescale set out in the Implementation Plan.
025	The Customer shall provide to the supplier a maximum of 50 (fifty) ServiceNow® Service Management Suite v2 Fulfiller User licences	Within thirty (30 days) of a request by the Supplier
026	The Customer shall work collaboratively with Supplier, based on the Capacity information obtained by the Supplier in delivering the Services, to ensure that changes in usage and demand that will or may affect the Services and Solution are effectively and accurately forecast by openly sharing its plans and future roadmaps.	From the date specified in the Implementation Plan and for the remainder of the Call Off Contract Period
027	The Customer shall provide an Availability and Capacity Management subject matter expert to work with the Supplier's Availability and Capacity Managers within one (1) month of the Call Off Commencement Date in order to provide Core Defra Group with an Availability and Capacity Plan for the Connectivity Services by the date agreed in the Implementation Plan.	In accordance with the timescale set out in the Implementation Plan.
028	The Customer shall provide the Supplier with a 6 to 12 monthly rolling forecast of any planned 'freeze periods' in relation to the Customer Sites and provide the Supplier with updates to such forecasts as and when changes to the forecast freeze periods are known or planned.	Monthly from the Call Off Commencement Date for the duration of the Implementation Plan

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- 3.2 The Customer shall not be required *to* provide any documentation, data and/or information requested by the Supplier set out in the table in paragraph 3, to the extent that such documentation, data and/or information relates to the services provided by the Supplier to the Core Defra Group Suppliers which, at the time of the Supplier's request are available *to* the Supplier (other than changes to such documentation, data and/or information after the Achievement of Key Milestone 3).

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ANNEX D

Master Site List
(including Take-On Service Mapping & Service Charges)

D

CON-09-093-001
Connectivity Master

