# DPS Schedule 1 (Call-Off Award Form)

| Contract Reference      | C0375  |
|-------------------------|--|
| The Authority           | The Secretary of State for Department of Science, Innovation and Technology / Building Digital UK (BDUK) |
| The Authority's Address | 100 Parliament Street, London SW1A 2BQ   |
| The Supplier            | FULL FIBRE LIMITED   |
| Supplier Address        | 2 Pynes Hill Court, Pynes Hill, Exeter, Devon, EX2 5AZ   |
| DUNS Number             | 22-353-1921  |

## 1 Applicable DPS Contract

This Call-Off Award Form is for the award of funding for the carrying out of the Works and provision of Outputs and is dated 20/03/2024

It is issued under the DPS Contract with the reference number *C0375* 

### 2 Incorporated terms

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

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

| Schedule Number  | Schedule Name                      |
|------------------|------------------------------------|
| Joint Schedule 2 | Change Forms                       |
| Joint Schedule 3 | Cost Categories                    |
| Joint Schedule 4 | Commercially Sensitive Information |
| Joint Schedule 5 | Key Subcontractors                 |
| Joint Schedule 6 | Financial Distress                 |

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

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

7. Call-Off Schedule 2 (Tender).

### 3 Contract dates

| Minimum notice period for no-fault<br>Authority termination under Clause 22.6<br>(Ending the Contract for convenience): | 30 Days |
|---|---------|
|---|---------|

#### 4 Insurance

| Insurance Type | Minimum limit "in the aggregate" |
|----------------|----------------------------------|
| N/A            | N/A                              |

### 5 Operational Integration

| Other Call-Off Contracts | Applicability of Operational Integration |
|--------------------------|--|
| N/A                      | N/A                                      |

## 6 Stage One (Network Detailed Design and Due Diligence) approach

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

Full

## 7 Build Unit for Stage Two (Build)

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

**Premises Passed** 

## 8 Social Value

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

| PSV 1     | PSV 2                           | PSV 3                      | PSV 4 | PSV 5 |
|-----------|---------------------------------|----------------------------|-------|-------|
| Wellbeing | Tackling economic<br>inequality | Fighting climate<br>change |       |       |

## 9 Authority invoicing details

Invoicing address details:

| Name   | Role  | Email Address   | Address                                   |
|--|---|---|---|
| REDACTED<br>UNDER FOIA<br>SECTION 40:<br>PERSONAL<br>INFORMATION | REDACTED UNDER<br>FOIA SECTION 40:<br>PERSONAL<br>INFORMATION | REDACTED UNDER<br>FOIA SECTION 40:<br>PERSONAL<br>INFORMATION | 100 Parliament Street,<br>London SW1A 2BQ |

Authority Representative:

| Name   | Role  | Email Address   | Address                                   |
|--|---|---|---|
| REDACTED<br>UNDER FOIA<br>SECTION 40:<br>PERSONAL<br>INFORMATION | REDACTED UNDER<br>FOIA SECTION 40:<br>PERSONAL<br>INFORMATION | REDACTED UNDER<br>FOIA SECTION 40:<br>PERSONAL<br>INFORMATION | 100 Parliament Street,<br>London SW1A 2BQ |

## **10** Supplier's contact details

Supplier Representative:

| Name   | Role  | Email Address   | Address  |
|--|---|---|--|
| REDACTED<br>UNDER FOIA<br>SECTION 40:<br>PERSONAL<br>INFORMATION | REDACTED UNDER<br>FOIA SECTION 40:<br>PERSONAL<br>INFORMATION | REDACTED UNDER<br>FOIA SECTION 40:<br>PERSONAL<br>INFORMATION | 2 Pynes Hill Court,<br>Pynes Hill, Exeter,<br>Devon, EX2 5AZ |

Supplier Contract Manager:

| Name   | Role  | Email Address   | Address  |
|--|---|---|--|
| REDACTED<br>UNDER FOIA<br>SECTION 40:<br>PERSONAL<br>INFORMATION | REDACTED UNDER<br>FOIA SECTION 40:<br>PERSONAL<br>INFORMATION | REDACTED UNDER<br>FOIA SECTION 40:<br>PERSONAL<br>INFORMATION | 2 Pynes Hill Court,<br>Pynes Hill, Exeter,<br>Devon, EX2 5AZ |
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### 11 Key Subcontractors

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

#### REDACTED UNDER FOIA SECTION 43: COMMERCIALLY SENSITIVE

### 12 Key Personnel

The following people are Key Personnel for the purposes of this Call-Off Contract, in addition to any Key Personnel specified in Joint Schedule 9 (Key Personnel): **REDACTED UNDER FOIA SECTION 40: PERSONAL INFORMATION** 

#### 13 Monitored Company

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

| Name                  | Registered Address           | Role              |
|-----------------------|------------------------------|-------------------|
| Basalt Infrastructure | 4th Floor, 25 Golden Square, | Monitored Company |
| Partners LLP          | London, W1F 9LU              |                   |
|                       |                              |                   |

### 14 Average Connection Life

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

| Technology          | Connection Life  | Number of Premises |  |
|---------------------|------------------|--------------------|--|
| REDACTED UNDER FOIA | REDACTED UNDER   | REDACTED UNDER     |  |
| SECTION 43:         | FOIA SECTION 43: | FOIA SECTION 43:   |  |
| COMMERCIALLY        | COMMERCIALLY     | COMMERCIALLY       |  |
| SENSITIVE           | SENSITIVE        | SENSITIVE          |  |

| Fotal:  | REDACTED UNI<br>FOIA SECTION 4<br>COMMERCIALL<br>SENSITIVE                  | 3: FOIA SECTION 43   |                        |  |
|---|---|--|------------------------|--|
| Average Connection  | Life (rounded up to   | the nearest Quarter):  | REDACTED<br>UNDER FOIA |  |
| •   | of Eligible Premises of   | for each technology multip<br>that Technology Type divi  |                        |  |
| Technology Type   | Connection Life   | Number of Eligible<br>Premises   |                        |  |
| Technology Type 1   | 10 years  | 1,000  |                        |  |
| Technology Type 2   | 20 years  | 4,000  |                        |  |
| Technology Type 3   | 30 years  | 2,000  |                        |  |
| The final step is rounding u<br>Example 2:<br>Technology Type |   | $\frac{150,000}{7,000} = 21.42 \rightarrow 21 \text{ years and } 2 \text{ quarter}$ Number of Eligible |                        |  |
|   |   | Premises   |                        |  |
| Technology Type 1   | 10 years  | 2,000  |                        |  |
| Technology Type 2   | 20 years  | 0  |                        |  |
| Technology Type 3   | 30 years  | 3,500  |                        |  |
| Average Connection Life =                                     | $=\frac{10 + 2,000 + 20 + 0 + 30 + 3,500}{2,000 + 0 + 3,500} = \frac{1}{2}$ | $\frac{25,000}{5,500} = 22.72 \rightarrow 22 \text{ years and 3 quarters}$                             |                        |  |

## 15 Minimum Sub-Superfast Percentage

For the purposes of Clause 7.1(e), the Minimum Sub-Superfast Percentage is 43.69%.

| 1 Proposed subsidy pa | lyments |            |
|-----------------------|---------|------------|
|                       | Tot     | al         |
| 1.1 Stage 1 payment   | £       | 863,000    |
| 1.2 Stage 2 payment   | £       | 22,575,999 |

| For and on behalf of the Supplier: |  | For and on behalf of the Authority: |  |
|------------------------------------|--|-------------------------------------|--|
| Signature:                         |  | Signature:                          |  |
| Name:                              |  | Name:                               |  |
| Role:                              |  | Role:                               |  |
| Date:                              |  | Date:                               |  |

### Annex 1 – Intervention Area

DPS Lot 15 Herefordshire C0375 Call-Off Contract Full Fibre Volume Annex C4 Financial Model OFFICIAL - Tab i. Build Plan Premises