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PSN CONNECTIVITY

APPENDIX 2

INFORMATION REQUIRED FOR CALL-OFF TERMS

1 REPRESENTATIVES AND KEY PERSONNEL

1.1 For the purposes of Clause 20.1 of the Call-Off Terms, the Customer Authority Representative shall be:

Name and title	Responsibilities/Authorities
<p>The CPS claims an exemption from publishing this information under Section 40 of the FOI Act 2000</p>	<ul style="list-style-type: none"> • As set out in Clauses 7.3 and 32.2.12 of the Call-Off Terms; • As set out in Schedules 2.1 (Performance Monitoring), 2.2 (Security Requirements and Plan), Schedules 2.3 (Service Levels and Related Remedies), 4.2 (Testing Procedures) and Schedule 6.5 (Business Continuity and Disaster Recovery Provisions) of the Call-Off Terms; • As set out in Schedule 9 (Standards) of the Framework Agreement.

1.2 For the purposes of Clause 20.1 of the Call-Off Terms, the Contractor Representative shall be:

Name and title	Responsibilities/Authorities	Key Role Minimum Period
<p>The CPS claims an exemption from publishing this information under Section 40 of the FOI Act 2000</p>	<p>As set out in Schedule 2.1 (Performance Monitoring) of the Call-Off Terms;</p>	

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1.3 In accordance with Clause 26.5 of the Call-Off Terms, the Parties have agreed the appointment of the following Key Personnel:

Name and title	Role	Responsibilities/ Authorities	Key Minimum Period	Role
The CPS claims an exemption from publishing this information under Section 40 of the FOI Act 2000	Account Manager		For the Term	
	Service Director		For the Term	
	Transition Manager		For the Transition Period	
	Chief Technical Officer		For the Term	
	Service Delivery Manager		For the Term	

2 OTHER CUSTOMER AUTHORITY PERSONNEL

Name	Role	Responsibilities/Authorities
The CPS claims an exemption from publishing this information under Section 40 of the FOI Act 2000	Customer Authority Service Delivery Manager	<ul style="list-style-type: none"> Level 1 escalation in relation to Disputes (see Schedule 6.3 (Dispute Resolution Procedure) of the Call-Off Terms)
	Customer Authority PSN Connectivity Contract Manager	<ul style="list-style-type: none"> Contract management of the Services
	Customer Authority's Change Manager	<ul style="list-style-type: none"> Approval of Operational Changes and receipt of Change Communications in accordance with Schedule 6.2 (Change Control Procedure) of the Call-Off Terms
	Customer Authority's Transition Manager	<ul style="list-style-type: none"> Contract management of the transition from the provision of the Services from an Outgoing Service Provider to the Contractor in accordance with Schedule 4.1 (Implementation Plan)

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3 APPROVED SUB-CONTRACTORS

3.1 In accordance with Clause 22.2 of the Call-Off Terms, if the Customer Authority or the Contractor wish to remove any of the Sub-contractors set out in Schedule 11 (Key Personnel and Approved Sub-contractors) of the Framework Agreement and/or add any more Sub-contractors in relation to this Call-Off Contract, they must obtain the prior written approval of the Framework Authority. In accordance with Clause 22.6 of the Call-Off Terms and subject to Clause 22.2 of the Call-Off Terms, the Contractor may sub-contract its obligations to the following Sub-contractors:

Approved Sub-contractor Name, Address (including registered office) and Registered Number	Related Product/Service Description	Role in delivery of the Services
Dimension Data Darwin House, Lichfield South Birmingham Road, Lichfield, Staffordshire WS14 0QP Registered No: 04036009	CPE Router installation/connection	Providing CPE Router installation and connection to circuits and on-going support of the routers

4 COMMERCIALLY SENSITIVE INFORMATION

4.1 Without prejudice to the Customer Authority's general obligation of confidentiality, the parties acknowledge that the Customer Authority may have to disclose Information in or relating to this Call-Off Contract following a Request for Information.

4.2 Without prejudice to the Customer Authority's obligation (unless it is a private authority) to disclose Information in accordance with FOIA, the Customer Authority will consider in good faith whether it is appropriate to apply the commercial interests exemption set out in s.43 of FOIA to the following Information:

Items	Duration of Confidentiality
The breakdown of pricing information to give input costs, capital and operating costs, overheads, revenue,	7 years from the expiration or earlier

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<p>margins and profits (including anticipated profits) relating to the Contractor and its sub-contractors and suppliers provided by the Contractor as part of its response(s) to the mini-competition undertaken to award this Call-Off Contract, and whether or not included in this Call-Off Contract.</p>	<p>termination (howsoever occasioned) of the Call Off Contract.</p>
<p>How any payments due to the Contractor on the termination of the whole or any part of Services delivered or to be delivered under and pursuant to this Call-Off Contract are, or will be, calculated, and on an on-going basis, whether included by the Contractor in its response to the mini-competition undertaken to award this Call-Off Contract or included in the Call-Off Contract However, this excludes the actual amounts of such payments.</p>	<p>7 years from the expiration or earlier termination (howsoever occasioned) of the Call Off Contract.</p>
<p>Any financial data and information relating to the Contractor's business as a whole, or relating to the financial standing of the Contractor (including, without limitation, any Contractor financial data and information relating to UK Government provisions or requirements for dealing with a contractor's financial distress) provided by the Contractor as part of its response(s) to the mini-competition undertaken to award this Call-Off Contract, and whether or not included in this Call-Off Contract.</p>	<p>7 years from the expiration or earlier termination (howsoever occasioned) of the Call-Off Contract.</p>
<p>The cover and amounts of the Contractor's insurances, but excluding confirmation that the levels of insurance are equal to or in excess of the levels required in the Call-Off Contract.</p>	<p>7 years from the expiration or earlier termination (howsoever occasioned) of the Call-Off Contract.</p>
<p>How payment for any Service Credits to be delivered under the Call-Off Contract will be financially calculated, 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 Authority, whether set out as part of the Contractor's response to the mini-competition or set out in the Call-Off Contract.</p>	<p>7 years from the expiration or earlier termination (howsoever occasioned) of the Call-Off Contract.</p>
<p>Technical details of the Contractor's network (including, without limitation the architecture, infrastructure, topology, network diagrams, detailed network coverage, route maps, the Contractor's Points of Presence and/or street furniture / chambers, etc. of such network) provided by the Contractor as part of its response(s) to the mini-competition undertaken to award this Call-Off Contract, and whether or not included in this Call-Off Contract, but excluding any documents explicitly set out in the Call-Off Contract as being deliverables to the Customer Authority or (subject to the aforementioned) high level technical documents required by the Customer Authority to engage with third parties.</p>	<p>7 years from the expiration or earlier termination (howsoever occasioned) of the Call-Off Contract.</p>

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<p><i>Design documents and any notes or minutes of technical design meetings held in relation to the aforementioned, and on an on-going basis, provided by the Contractor as part of its response(s) to the mini-competition undertaken to award this Call-Off Contract, and whether or not included in this Call-Off Contract, but excluding any documents explicitly set out in the Call-Off Contract as being deliverables to the Customer Authority.</i></p>	<p>7 years from the expiration or earlier termination (howsoever occasioned) of the Call-Off Contract.</p>
<p>The CPS claims an exemption from publishing this information under Section 40 of the FOI Act 2000</p>	<p>7 years from the expiration or earlier termination (howsoever occasioned) of the Call-Off Contract.</p>
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<p>The CPS claims an exemption from publishing this information under Section 40 of the FOI Act 2000</p>	<p>7 years from the expiration or earlier termination (howsoever occasioned) of the Call-Off Contract.</p>

5 SERVICE LEVELS, PERFORMANCE MONITORING AND WARNING NOTICES

5.1 The provisions of Paragraph 1 (General) of Appendix 4 (Service Levels and Related Remedies) apply in respect of this Paragraph 5.

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6 NOT USED

7 NOT USED

8 NOT USED

9 CUSTOMER AUTHORITY AGENT(S)

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

Agency Manager (as defined in Schedule 1 (as amended in accordance with Attachment 15-1 (Schedule 1 – Definitions))

9.2 The Contractor shall comply with its obligations in Category 3 (Agency Management Requirements) of Part A of Appendix 3 (Service Requirements and Contractor Service Descriptions) and any obligations relating to Agency Management in the Cooperation Agreement.

10 NOTICES

In accordance with Clause 59.4 of the Call-Off Terms, the following addresses and other details for service of notices shall apply:

Customer Authority: **Robert Gregory, Head of Procurement**, Procurement & Commercial Services, Crown Prosecution Service, 6th Floor, Rose Court, London SE1 9SH, DX 154263 Southwark 12

Contractor: **Nicholas Spence, General Counsel EMEA**, Level 3 Communications UK Limited, 10 Fleet Place, London, EC4M 7RB.