

Direct award (Order Form and Call-Off Schedules)
Crown Copyright 2018



Direct award Order Form

CALL-OFF REFERENCE: RM3808-1655

THE BUYER: Care Quality Commission

BUYER ADDRESS: Citygate, Gallowgate, Newcastle Upon Tyne
NE1 3PA

SUPPLIER REFERENCE RM3808-Lot1-Data Access Services -
VodafoneLtd-#043 IPVPN - #046 Dedicated
Internet Access - #047 Vodafone Enterprise
Broadband & Lot2- LAN - VodafoneLtd-#004 004 -
LAN (Including Wi-Fi)

THE SUPPLIER: Vodafone Limited

SUPPLIER ADDRESS: Vodafone House, The Connection, Newbury,
Berkshire RG14 2FN

REGISTRATION NUMBER: 01471587

DUNS NUMBER: 226488435

SID4GOV ID: Not Applicable

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated the date of issue.

It's issued under the Framework Contract with the reference number RM3808 for the provision of Network Services.

CALL-OFF LOT(S):

Lot 1 Data Access Services
Lot 2 Local Connectivity Services

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off special Schedules.

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Project Version: v1.1
Model Version: v3.2 Vodafone Direct Award Version
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2. Joint Schedule 1(Definitions and Interpretation) RM3808
3. The following Schedules in equal order of precedence:

Joint Schedules for framework reference number RM3808

- Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
- Call-Off Schedules for **RM3808-0795**
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 11 (Installation Works)
 - Call-Off Schedule 12 (Clustering)
 - Call-Off Schedule 14 (Service Levels)
4. CCS Core Terms (version 3. 0.5)
 5. Joint Schedule 5 (Corporate Social Responsibility)

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

Special Term 1 – COVID 19

As a result of the COVID-19 pandemic, Vodafone and its subcontractors may be required to implement a number of measures in order to protect its employees, customers and the general UK population.

If in Vodafone's opinion the provisioning, installation, testing, maintenance and/or repair of Services which require access to or working at Customer premises would present a risk to the health and safety of Vodafone's employees (or those of its sub-contractors), the Customer, its employees and users, or the public, Vodafone may be obliged to delay such actions in respect of those Services and will adjust the dates included in any project implementation plan (or similar delivery plan) accordingly.

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In addition, the COVID-19 pandemic, the actions of the UK Government (and any other governments or official bodies), and the impacts on global supply and distribution, are beyond Vodafone's control and may affect the performance of its obligations.

In every such case, whilst Vodafone will continue to do its best to mitigate the impact on its customers, for the duration of these events, where Vodafone cannot meet any (a) delivery dates (for hardware or services) or needs to adjust implementation plans, or (b) relevant Service Levels (or similar Service performance criteria), it is relieved of any accompanying liability or obligations to pay any corresponding service credits or similar payments.

CALL-OFF START DATE	21/07/2023
CALL-OFF EXPIRY DATE	Shall be 12 months from the Call-Off Start Date
CALL-OFF INITIAL PERIOD	Shall be 12 months from the Call-Off Start Date
CALL-OFF OPTIONAL EXTENSION PERIOD	12 Months

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION

The Buyer may terminate this Call-Off Contract at any time by giving the Supplier not less than 30 days' prior written notice. If the Buyer terminates this Call-Off Contract prior to the expiry of the Call-Off Initial Period or any applicable Extension Period, the Buyer shall pay the Supplier the early termination charges as set out in the Supplier's Service Offer

CATALOGUE SERVICE OFFER REFERENCE:

RM3808-Lot1-VodafoneLtd-#043	IPVPN
RM3808-Lot1-VodafoneLtd-#046	Dedicated Internet Access
RM3808-Lot1-VodafoneLtd-#047	Vodafone Enterprise Broadband
RM3808-Lot2-VodafoneLtd-#004	LAN

CALL-OFF DELIVERABLES

- Deliverable 1: --LAN Maintenance; Quantity: 1
- Deliverable 2: --IPVPN; Quantity: 1
- Deliverable 3: -- DIA; Quantity: 1
- Deliverable 4: --Wi-Fi Maintenance; Quantity: 1
- Deliverable 5: --SNG; Quantity: 1
- Deliverable 6: --Microsoft Cloud Connect; Quantity: 1
- Deliverable 7: -- TSSM; Quantity: 1
- Deliverable 8: -- VEB; Quantity: 1

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Spend Manager

The Buyer has opted out of Vodafone Enterprise Spend Manager.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£384,670.56****CALL-OFF CHARGES****IPVPN Pricing;**

Site Name	Install Costs	Monthly Charge	Annual Charge
Stratford Redman Place - Primary			
Stratford Redman Place - Secondary			
Newcastle City Gate - Primary			
Newcastle City Gate - Secondary			
Manchester DC (Computacenter)			
Manchester Piccadilly Plaza			
Bristol			
Birmingham			
Nottingham			
Totals			

Dedicated Internet Access Pricing:

Site Name	Install Costs	Monthly Charge	Annual Charge
Stratford Redman Place - Primary			
Stratford Redman Place - Secondary			
Newcastle City Gate - Primary			
Newcastle City Gate - Secondary			
Birmingham - 3C04799941			
Totals			

Secure Network Gateway Pricing:

Site Name	Install Costs	Monthly Charge	Annual Charge
NBIA			

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DMZ	
Totals	

Microsoft Cloud Connect Pricing:

Site Name	Install Costs	Monthly Charge	Annual Charge
Microsoft Cloud Connect			
Totals			

LAN Maintenance, Monitoring & Management Pricing:

Site Name	Install Costs	Monthly Charge	Annual Charge
LAN Maintenance			
LAN Monitoring			
LAN Management			
Totals			

Meraki Wi-Fi Pricing:

Site Name	Install Costs	Monthly Charge	Annual Charge
Wi-Fi Maintenance			
Totals			

ISE Maintenance Pricing:

Site Name	Install Costs	Monthly Charge	Annual Charge
ISE Maintenance			
Totals			

Tiered Support Services Model Pricing:

Site Name	Install Costs	Monthly Charge	Annual Charge
TSSM & CTL			
Totals			

Vodafone Enterprise Broadband Pricing:

Site Name	Install Costs	Monthly Charge	Annual Charge
VEB Bristol			
VEB Nottingham			
Totals			

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All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4 and 5 in Framework Schedule 3 (Framework Prices).

The Charges will not be impacted by any change to the Framework Prices.

REIMBURSABLE EXPENSES

Not recoverable

PAYMENT METHOD

BACS – Monthly in arrears

BUYER'S INVOICE ADDRESS:

Care Quality Commission
T70 Payables F175
Phoenix House
Topcliffe Lane
Wakefield
West Yorkshire
WF3 1WE

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]

Care Quality Commission, Regulatory Customer & Corporate Operations, Citygate,
Gallowgate, Newcastle Upon Tyne, NE1 4PA

BUYER'S ENVIRONMENTAL POLICY

Not Applicable

ADDITIONAL INSURANCES

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

GUARANTEE

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

SOCIAL VALUE COMMITMENT

Not applicable

STAFF TRANSFER

Part C (No Staff Transfer On Start Date)

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QUALITY PLAN

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

MAINTENANCE OF ICT ENVIRONMENT

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

BUSINESS CONTINUITY AND DISASTER RECOVERY

In accordance with Call-Off Schedule 8 (Business Continuity and Disaster Recovery) Part A, the Supplier's BCDR Plan at Annex 1 will apply.

SECURITY REQUIREMENTS

In accordance with Call-Off Schedule 9, Part A

BUYER'S SECURITY POLICY

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

INFORMATION SECURITY MANAGEMENT SYSTEM (ISMS)

Not Applicable

CLUSTERING

Not Applicable

SERVICE LEVELS AND SERVICE CREDITS

Call-Off Schedule 14 Part B only applies when the Call-Off Contract is awarded through a direct award procedure.

Service Credits will accrue in accordance with Call-Off Schedule 14 Part B (Long Form Service Levels and Service Credits).

The required Service Maintenance Level is Level 1.

The Service Credit Cap is in accordance with Call-Off Schedule 14 (Service Levels).

Service Credits will accrue in accordance with Call-Off Schedule 14 Part B

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]

The Frameworks Team, Vodafone HQ, The Connection, Newbury, Berkshire, RG14 2FN

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
[REDACTED]
[REDACTED]

The Frameworks Team, Vodafone HQ, The Connection, Newbury, Berkshire, RG14

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PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Contract review meetings will be held on a quarterly basis.

OPERATIONAL BOARD

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

KEY STAFF

Not Applicable

KEY SUBCONTRACTOR(S)

A list of the key Subcontractors for this Call-Off Contract is set out in the Service Offer.

COMMERCIALLY SENSITIVE INFORMATION

Supplier's Commercially Sensitive Information.

For and on behalf of the Supplier:	For and on behalf of the Buyer:

Core Terms (version 3.0.5)



Crown
Commercial
Service

Core Terms

1. Definitions used in the contract

1.1 Interpret this Contract using Joint Schedule 1 (Definitions).

2. How the contract works

2.1 The Supplier is eligible for the award of Call-Off Contracts during the Framework Contract Period.

2.2 CCS doesn't guarantee the Supplier any exclusivity, quantity or value of work under the Framework Contract.

2.3 CCS has paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.

2.4 If the Buyer decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using Framework Schedule 6 (Order Form Template and Call-Off Schedules). If allowed by the Regulations, the Buyer can:

- make changes to Framework Schedule 6 (Order Form Template and Call-Off Schedules)
- create new Call-Off Schedules
- exclude optional template Call-Off Schedules
- use Special Terms in the Order Form to add or change terms

2.5 Each Call-Off Contract:

- is a separate Contract from the Framework Contract
- is between a Supplier and a Buyer
- includes Core Terms, Schedules and any other changes or items in the completed Order Form
- survives the termination of the Framework Contract

2.6 Where the Supplier is approached by an eligible buyer requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this Framework Contract before accepting their order. The Supplier will promptly notify CCS if the eligible buyer won't use this Framework Contract.

2.7 The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.

2.8 The Supplier won't be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:

- verify the accuracy of the Due Diligence Information
- properly perform its own adequate checks

2.9 CCS and the Buyer won't be liable for errors, omissions or misrepresentation of any information.

2.10 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

3. What needs to be delivered

3.1 All deliverables

3.1.1 The Supplier must provide Deliverables:

- that comply with the Specification, the Framework Tender Response and, in relation to a Call-Off Contract, the Call-Off Tender (if there is one)
- to a professional standard
- using reasonable skill and care
- using Good Industry Practice
- using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract
- on the dates agreed
- that comply with Law

3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

3.2 Goods clauses

3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.

3.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.

3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.

3.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.

3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.

3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.

3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.

3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.

3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.

3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.

3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.

3.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with Clause 3. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.

3.3 Services clauses

3.3.1 Late Delivery of the Services will be a Default of a Call-Off Contract.

3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.

3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.

3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to each Contract.

3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.

3.3.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.

3.3.7 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

4 Pricing and payments

4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.

4.2 CCS must invoice the Supplier for the Management Charge and the Supplier must pay it using the process in Framework Schedule 5 (Management Charges and Information).

4.3 All Charges and the Management Charge:

- exclude VAT, which is payable on provision of a valid VAT invoice

Core Terms

- include all costs connected with the Supply of Deliverables

4.4 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.

4.5 A Supplier invoice is only valid if it:

- includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer
- includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any)
- doesn't include any Management Charge (the Supplier must not charge the Buyer in any way for the Management Charge)

4.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.

4.7 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, CCS or the Buyer can publish the details of the late payment or non-payment.

4.8 If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables and that cost is reimbursable by the Buyer, then CCS or the Buyer may either:

- require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items
- enter into a direct agreement with the Subcontractor or third party for the relevant item

4.9 If CCS or the Buyer uses Clause 4.8 then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.

4.10 CCS and the Buyer's right to enter into a direct agreement for the supply of the relevant items is subject to both:

- the relevant item being made available to the Supplier if required to provide the Deliverables
- any reduction in the Framework Prices (and where applicable, the Charges) excludes any unavoidable costs that must be paid by the Supplier for the substituted item, including any licence fees or early termination charges

4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless they're ordered to do so by a court.

5. The buyer's obligations to the supplier

5.1 If Supplier Non-Performance arises from an Authority Cause:

Core Terms

- neither CCS or the Buyer can terminate a Contract under Clause 10.4.1
- the Supplier is entitled to reasonable and proven additional expenses and to relief from Delay Payments, liability and Deduction under this Contract
- the Supplier is entitled to additional time needed to make the Delivery
- the Supplier cannot suspend the ongoing supply of Deliverables

5.2 Clause 5.1 only applies if the Supplier:

- gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware
- demonstrates that the Supplier Non-Performance only happened because of the Authority Cause
- mitigated the impact of the Authority Cause

6. Record keeping and reporting

6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form.

6.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for 7 years after the End Date.

6.3 The Supplier must allow any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit.

6.4 The Supplier must provide information to the Auditor and reasonable co-operation at their request.

6.5 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:

- tell the Relevant Authority and give reasons
- propose corrective action
- provide a deadline for completing the corrective action

6.6 The Supplier must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:

- the methodology of the review
- the sampling techniques applied
- details of any issues
- any remedial action taken

6.7 The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is qualified in either a relevant audit or financial discipline.

7. Supplier staff

7.1 The Supplier Staff involved in the performance of each Contract must:

- be appropriately trained and qualified
- be vetted using Good Industry Practice and the Security Policy
- comply with all conduct requirements when on the Buyer's Premises

7.2 Where a Buyer decides one of the Supplier's Staff isn't suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.

7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.

7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.

7.5 The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

8. Rights and protection

8.1 The Supplier warrants and represents that:

- it has full capacity and authority to enter into and to perform each Contract
- each Contract is executed by its authorised representative
- it is a legally valid and existing organisation incorporated in the place it was formed
- there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract
- it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract
- it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract
- it is not impacted by an Insolvency Event
- it will comply with each Call-Off Contract

8.2 The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.

8.3 The Supplier indemnifies both CCS and every Buyer against each of the following:

- wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract
- non-payment by the Supplier of any tax or National Insurance

8.4 All claims indemnified under this Contract must use Clause 26.

8.5 CCS or a Buyer can terminate the Contract for breach of any warranty or indemnity where they are entitled to do so.

8.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.

8.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

9. Intellectual Property Rights (IPRs)

9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:

- receive and use the Deliverables
- make use of the deliverables provided by a Replacement Supplier

9.2 Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.

9.3 Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.

9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.

9.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.

9.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:

- obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR
- replace or modify the relevant item with substitutes that don't infringe IPR without adversely affecting the functionality or performance of the Deliverables

10. Ending the contract

10.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.

10.2 The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.

10.3 Ending the contract without a reason

10.3.1 CCS has the right to terminate the Framework Contract at any time without reason or liability by giving the Supplier at least 30 days' notice and if it's terminated Clause 10.5.2 to 10.5.7 applies.

10.3.2 Each Buyer has the right to terminate their Call-Off Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice and if it's terminated Clause 10.5.2 to 10.5.7 applies.

10.4 When CCS or the buyer can end a contract

10.4.1 If any of the following events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

- there's a Supplier Insolvency Event
- there's a Contract Default that is not corrected in line with an accepted Rectification Plan
- the Relevant Authority rejects a Rectification Plan or the Supplier does not provide it within 10 days of the request
- there's any material default of the Contract
- there's a Default of Clauses 2.10, 9, 14, 15, 27, 32 or Framework Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract
- there's a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management)
- there's a Change of Control of the Supplier which isn't pre-approved by the Relevant Authority in writing
- there's a Variation to a Contract which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes)
- if the Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded
- the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (TFEU) to declare that the Contract should not have been awarded to the Supplier because of a serious breach of the TFEU or the Regulations
- the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them

10.4.2 CCS may terminate the Framework Contract if a Buyer terminates a Call-Off Contract for any of the reasons listed in Clause 10.4.1.

10.4.3 If there is a Default, the Relevant Authority can, without limiting its other rights, request that the Supplier provide a Rectification Plan.

10.4.4 When the Relevant Authority receives a requested Rectification Plan it can either:

- reject the Rectification Plan or revised Rectification Plan, giving reasons
- accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost,

unless agreed otherwise by the Parties

10.4.5 Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:

- must give reasonable grounds for its decision
- may request that the Supplier provides a revised Rectification Plan within 5 Working Days

10.4.6 If any of the events in 73 (1) (a) to (c) of the Regulations happen, the Relevant Authority has the right to immediately terminate the Contract and Clause 10.5.2 to 10.5.7 applies.

10.5 What happens if the contract ends

Where the Relevant Authority terminates a Contract under Clause 10.4.1 all of the following apply:

10.5.1 The Supplier is responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.

10.5.2 The Buyer's payment obligations under the terminated Contract stop immediately.

10.5.3 Accumulated rights of the Parties are not affected.

10.5.4 The Supplier must promptly delete or return the Government Data except where required to retain copies by law.

10.5.5 The Supplier must promptly return any of CCS or the Buyer's property provided under the terminated Contract.

10.5.6 The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).

10.5.7 The following Clauses survive the termination of each Contract: 3.2.10, 6, 7.2, 9, 11, 14, 15, 16, 17, 18, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

10.6 When the supplier can end the contract

10.6.1 The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate a Call-Off Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the annual Contract Value within 30 days of the date of the Reminder Notice.

10.6.2 If a Supplier terminates a Call-Off Contract under Clause 10.6.1:

- the Buyer must promptly pay all outstanding Charges incurred to the Supplier
- the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated
- Clauses 10.5.4 to 10.5.7 apply

10.7 When subcontracts can be ended

At the Buyer's request, the Supplier must terminate any Subcontracts in any of the following events:

- there is a Change of Control of a Subcontractor which isn't pre-approved by the Relevant Authority in writing
- the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4
- a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority

10.8 Partially ending and suspending the contract

10.8.1 Where CCS has the right to terminate the Framework Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Call-Off Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Call-Off Contracts that have already been signed.

10.8.2 Where CCS has the right to terminate a Framework Contract it is entitled to terminate all or part of it.

10.8.3 Where the Buyer has the right to terminate a Call-Off Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends a Contract it can provide the Deliverables itself or buy them from a third party.

10.8.4 The Relevant Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.

10.8.5 The Parties must agree any necessary Variation required by Clause 10.8 using the Variation Procedure, but the Supplier may not either:

- reject the Variation
- increase the Charges, except where the right to partial termination is under Clause 10.3

10.8.6 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.8.

11. How much you can be held responsible for

11.1 Each Party's total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is no more than £100,000.

11.2 Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified in the Call-Off Order Form

11.3 No Party is liable to the other for:

- any indirect Losses
- Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case

whether direct or indirect)

11.4 In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following:

- its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors
- its liability for bribery or fraud or fraudulent misrepresentation by it or its employees
- any liability that cannot be excluded or limited by Law
- its obligation to pay the required Management Charge or Default Management Charge

11.5 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3, 9.5, 12.2 or 14.9 or Call-Off Schedule 2 (Staff Transfer) of a Contract.

11.6 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.

11.7 When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:

- Deductions
- any items specified in Clause 11.5

11.8 If more than one Supplier is party to a Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

12. Obeying the law

12.1 The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).

12.2 The Supplier indemnifies CCS and every Buyer against any costs resulting from any Default by the Supplier relating to any applicable Law to do with a Contract.

12.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

13. Insurance

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Order Form.

14. Data protection

14.1 The Relevant Authority is the Controller and the Supplier is the Processor for the purposes of the Data Protection Legislation.

14.2 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).

14.3 The Supplier must not remove any ownership or security notices in or relating to the Government Data.

14.4 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.

14.5 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.

14.6 If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.

14.7 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:

- tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier
- restore the Government Data itself or using a third party

14.8 The Supplier must pay each Party's reasonable costs of complying with Clause 14.7 unless CCS or the Buyer is at fault.

14.9 The Supplier:

- must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request
- must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading
- must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice
- securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it
- indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

15. What you must keep confidential

15.1 Each Party must:

- keep all Confidential Information it receives confidential and secure
- not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, except for the purposes anticipated under the Contract

Core Terms

- immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information

15.2 In spite of Clause 15.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

- where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure
- if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party
- if the information was given to it by a third party without obligation of confidentiality
- if the information was in the public domain at the time of the disclosure
- if the information was independently developed without access to the Disclosing Party's Confidential Information
- to its auditors or for the purposes of regulatory requirements
- on a confidential basis, to its professional advisers on a need-to-know basis
- to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010

15.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.

15.4 CCS or the Buyer may disclose Confidential Information in any of the following cases:

- on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer
- on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to
- if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions
- where requested by Parliament
- under Clauses 4.7 and 16

15.5 For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.

15.6 Transparency Information is not Confidential Information.

15.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Authority and must take all reasonable steps to

ensure that Supplier Staff do not either.

16. When you can share information

16.1 The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information.

16.2 Within the required timescales the Supplier must give CCS and each Buyer full co-operation and information needed so the Buyer can:

- publish the Transparency Information
- comply with any Freedom of Information Act (FOIA) request
- comply with any Environmental Information Regulations (EIR) request

16.3 The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority's decision, which does not need to be reasonable.

17. Invalid parts of the contract

If any part of a Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it's valid or enforceable.

18. No other terms apply

The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements and agreements whether written or oral. No other provisions apply.

19. Other people's rights in a contract

No third parties may use the Contracts (Rights of Third Parties) Act (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

20. Circumstances beyond your control

20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under a Contract while the inability to perform continues, if it both:

- provides a Force Majeure Notice to the other Party
- uses all reasonable measures practical to reduce the impact of the Force Majeure Event

20.2 Either party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

20.3 Where a Party terminates under Clause 20.2:

- each party must cover its own Losses
- Clause 10.5.2 to 10.5.7 applies

21. Relationships created by the contract

No Contract creates a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

22. Giving up contract rights

A partial or full waiver or relaxation of the terms of a Contract is only valid if it is stated to be a waiver in writing to the other Party.

23. Transferring responsibilities

23.1 The Supplier can not assign a Contract without the Relevant Authority's written consent.

23.2 The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Relevant Authority.

23.3 When CCS or the Buyer uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.

23.4 The Supplier can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.

23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

23.6 If CCS or the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:

- their name
- the scope of their appointment
- the duration of their appointment

24. Changing the contract

24.1 Either Party can request a Variation to a Contract which is only effective if agreed in writing and signed by both Parties

24.2 The Supplier must provide an Impact Assessment either:

- with the Variation Form, where the Supplier requests the Variation
- within the time limits included in a Variation Form requested by CCS or the Buyer

24.3 If the Variation to a Contract cannot be agreed or resolved by the Parties, CCS or the Buyer can either:

Core Terms

- agree that the Contract continues without the Variation
- terminate the affected Contract, unless in the case of a Call-Off Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them
- refer the Dispute to be resolved using Clause 34 (Resolving Disputes)

24.4 CCS and the Buyer are not required to accept a Variation request made by the Supplier.

24.5 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Framework Prices or the Charges.

24.6 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give CCS and the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, Framework Prices or a Contract and provide evidence:

- that the Supplier has kept costs as low as possible, including in Subcontractor costs
- of how it has affected the Supplier's costs

24.7 Any change in the Framework Prices or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.

25. How to communicate about the contract

25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.

25.2 Notices to CCS must be sent to the CCS Authorised Representative's address or email address in the Framework Award Form.

25.3 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.

25.4 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

26. Dealing with claims

26.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.

26.2 At the Indemnifier's cost the Beneficiary must both:

- allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim
- give the Indemnifier reasonable assistance with the claim if requested

26.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which can not be unreasonably withheld or delayed.

26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that doesn't damage the Beneficiary's reputation.

26.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.

26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:

- the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money
- the amount the Indemnifier paid the Beneficiary for the Claim

27. Preventing fraud, bribery and corruption

27.1 The Supplier must not during any Contract Period:

- commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2)
- do or allow anything which would cause CCS or the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them

27.2 The Supplier must during the Contract Period:

- create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same
- keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Buyer on request
- if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Relevant Authority, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures

27.3 The Supplier must immediately notify CCS and the Buyer if it becomes aware of any breach of Clauses 27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:

- been investigated or prosecuted for an alleged Prohibited Act

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- been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency
- received a request or demand for any undue financial or other advantage of any kind related to a Contract
- suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act

27.4 If the Supplier notifies CCS or the Buyer as required by Clause 27.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

27.5 In any notice the Supplier gives under Clause 27.4 it must specify the:

- Prohibited Act
- identity of the Party who it thinks has committed the Prohibited Act
- action it has decided to take

28. Equality, diversity and human rights

28.1 The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:

- protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise
- any other requirements and instructions which CCS or the Buyer reasonably imposes related to equality Law

28.2 The Supplier must take all necessary steps, and inform CCS or the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.

29. Health and safety

29.1 The Supplier must perform its obligations meeting the requirements of:

- all applicable Law regarding health and safety
- the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier

29.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer Premises that relate to the performance of a Contract.

30. Environment

30.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.

30.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

31. Tax

31.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. CCS and the Buyer cannot terminate a Contract where the Supplier has not paid a minor tax or social security contribution.

31.2 Where the Charges payable under a Contract with the Buyer are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify CCS and the Buyer of it within 5 Working Days including:

- the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant
- other information relating to the Occasion of Tax Non-Compliance that CCS and the Buyer may reasonably need

31.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under a Call-Off Contract, the Supplier must both:

- comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions
- indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff

31.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

- the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding
- the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer
- the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements
- the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management

32. Conflict of interest

32.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in

the position of an actual or potential Conflict of Interest.

32.2 The Supplier must promptly notify and provide details to CCS and each Buyer if a Conflict of Interest happens or is expected to happen.

32.3 CCS and each Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

33. Reporting a breach of the contract

33.1 As soon as it is aware of it the Supplier and Supplier Staff must report to CCS or the Buyer any actual or suspected breach of:

- Law
- Clause 12.1
- Clauses 27 to 32

33.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Buyer or a Prescribed Person.

34. Resolving disputes

34.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.

34.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.

34.3 Unless the Relevant Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

- determine the Dispute
- grant interim remedies
- grant any other provisional or protective relief

34.4 The Supplier agrees that the Relevant Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

34.5 The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings

if they are started under Clause 34.4.

34.6 The Supplier cannot suspend the performance of a Contract during any Dispute.

35. Which law applies

This Contract and any issues arising out of, or connected to it, are governed by English law.

Framework Special Terms

Framework Special Terms

Below are the Framework Special Terms specified in the Framework Award Form and incorporated into the Framework Contract:

Special Term 1	Core Terms Clause 2.6 – Delete the last sentence: “The Supplier will promptly notify CCS if the eligible buyer won’t use this Framework Contract.”
Special Term 2	Add new Clause 2.11 : “The Supplier shall operate the Catalogue in accordance with Framework Schedule 1 (Specification).”
Special Term 3	Core Terms Clause 3.2.2 – delete the Clause
Special Term 4	Core Terms Clause 3.2.11 - Delete the Clause
Special Term 5	Core Terms Clause 8.7 – Delete current text and replace with: “The Supplier shall assign to the Buyer, or if it is unable to do so, shall (to the extent it is legally able to do so) hold on trust for the sole benefit of the Buyer, all warranties and indemnities provided by third parties in respect of the Deliverables. Where any such warranties are held on trust, the Supplier shall enforce such warranties in accordance with any reasonable directions that the Buyer may notify from time to time to the Supplier.”
Special Term 6	Core Terms Clause 10.3.2 Delete current text and replace with the following; “Each Buyer has the right to terminate their Call-Off Contract at any time by giving the Supplier not less than the minimum period of notice specified in the Order Form. Under such circumstances the Buyer agrees to pay the Supplier’s reasonable and proven unavoidable Losses resulting from termination of the Call- Off Contract, provided that the Supplier takes all reasonable steps to minimise such Losses. The Supplier will give the Customer a fully itemised list of such Losses, with supporting evidence, to support their claim for payment. After the Call-Off Contract ends Clauses 10.5.2 to 10.5.7 will apply.”
Special Term 7	Core Terms Clause 11.2 – amend “£5 million” to “£1 million”
Special Term 8	Core Terms Clause 14.1 - Delete the Clause and replace with: “The Parties acknowledge that for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor unless otherwise specified in Joint Schedule 11.”

Special Term 9	<p>Core Terms 14.5 – delete the Clause and replace with:</p> <p>“The Supplier shall ensure that any system on which the Supplier holds any Government Data, including back-up data, is a secure system, and for Call-Off Contracts that it will comply with the relevant Buyer’s requirements in respect of Call-Off Schedule 9.”</p>
Special Term 10	<p>Core Terms Clause 24.2 – add the following additional text at the end of the Clause :</p> <p>“If the Supplier needs resources other than those ordinarily used in the provision of the Service in order to complete an Impact Assessment requested by the Buyer, the Supplier must tell the Buyer before beginning the Impact Assessment. If the Buyer wants the Impact Assessment to go ahead, the Buyer shall pay any reasonable costs incurred by the Supplier in producing the Impact Assessment. To be clear, the Supplier will not be able to recover costs incurred during the Impact Assessment that the Buyer didn’t agree before the Impact Assessment began.”</p>
Special Term 11	<p>Core Terms – add the following provision:</p> <p>“36. Telecoms Expense Management</p> <p>The Supplier shall provide without charge to a TEM Provider nominated by CCS the detailed invoice data for each Buyer in receipt of Deliverables in an Electronic Data Interchange (EDI) format at the same frequency as it is received by that Buyer, subject to the TEM Provider agreeing to enter into a direct confidentiality agreement with the Supplier on terms equivalent to the terms set out in Clause 15 (What you must keep Confidential).”</p>
Special Term 12	<p>Core Terms – replace the existing Clause 10.5.7 as below:</p> <p>10.5.7 The following Clauses survive the termination of each Contract: 3.2.10, 6, 7.5, 9, 11, 14, 15, 16, 17, 18, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.</p>
Special Term 13	<p>Core Terms – replace the existing Clause 10.6.2 as below:</p> <p>10.6.2 If a Supplier terminates a Call-Off Contract under Clause 10.6.1: the Buyer must promptly pay all outstanding Charges incurred to the Supplier</p> <p>the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated</p> <p>Clauses 10.5.3 to 10.5.7 apply</p>

Joint Schedules

Joint Schedule 1 (Definitions)

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Joint Schedule 1 (Definitions)

- 1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, 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.
- 1.3 In each Contract, unless the context otherwise requires:
 - 1.3.1 the singular includes the plural and vice versa;
 - 1.3.2 reference to a gender includes the other gender and the neuter;
 - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 1.3.5 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**";
 - 1.3.6 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;
 - 1.3.7 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;
 - 1.3.8 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms 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;
 - 1.3.9 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided; and
 - 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified.

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Model Version: v3.0 – Vodafone Direct Award Version

Joint Schedule 1 (Definitions)

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- 1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract.
- 1.3.12 Where the Buyer is a Crown Body it shall be treated as contracting with the Crown as a whole.
- 1.4 In each Contract, unless the context otherwise requires, the following words shall have the following meanings:

"Admin Fee"	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees ;
"Achieve"	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and " Achieved ", " Achieving " and " Achievement " shall be construed accordingly;
"Additional Insurances"	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
"Affected Party"	the party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Ancillary Services"	means those components described in paragraph 1.2.4 of Part A of Framework Schedule 1 (Specification);
"Annex"	extra information which supports a Schedule;
"Approval"	the prior written consent of the Buyer and " Approve " and " Approved " shall be construed accordingly;
"Audit"	the Relevant Authority's right to: <ul style="list-style-type: none"> a) verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract); b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services; c) where the Relevant Authority is a Buyer, and the value of the relevant Call-Off Contract is greater than £3 million, verify the Open Book Data; d) verify the Supplier's and each Subcontractor's compliance with the applicable Law; e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility),

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	<p>impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;</p> <p>f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;</p> <p>g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</p> <p>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</p> <p>i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;</p> <p>j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources;</p> <p>k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;</p>
"Auditor"	<p>a) the Buyer's internal and external auditors;</p> <p>b) the Buyer's statutory or regulatory auditors;</p> <p>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>d) HM Treasury or the Cabinet Office;</p> <p>e) any party formally appointed by the Buyer to carry out audit or similar review functions; and</p> <p>f) successors or assigns of any of the above;</p>
"Authority"	CCS and each Buyer;
"Authority Cause"	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
"BACS"	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;

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"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Buyer"	the relevant public sector purchaser identified as such in the Order Form;
"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"Buyer System"	has the meaning given to it in Schedule 6 (ICT Services);
"Call-Off Contract"	the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form;
"Call-Off Contract Period"	the Contract Period in respect of the Call-Off Contract;
"Call-Off Expiry Date"	the date of the end of a Call-Off Contract as stated in the Order Form;
"Call-Off Incorporated Terms"	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
"Call-Off Initial Period"	the Initial Period of a Call-Off Contract specified in the Order Form;
"Call-Off Optional Extension Period"	such period or periods beyond which the Call-Off Initial Period may be extended up to a maximum of the number of years in total specified in the Order Form;
"Call-Off Procedure"	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Procedure and Award Criteria);
"Call-Off Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
"Call-Off Start Date"	the date of start of a Call-Off Contract as stated in the Order Form;
"Call-Off Tender"	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender);

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"Catalogue"	the Supplier's catalogue of Deliverables available to Buyers to order without Further Competition;
"Catalogue Publication Portal"	the CCS online publication channel via which Buyers can view the Catalogue;
"CCS"	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
"CCS Authorised Representative"	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;
"Central Government Body"	<p>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:</p> <p>a) Government Department;</p> <p>b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p> <p>c) Non-Ministerial Department; or</p> <p>d) Executive Agency;</p>
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Commercially Sensitive Information"	the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;

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"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as " confidential ") or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
"Contract"	either the Framework Contract or the Call-Off Contract, as the context requires;
"Contract Period"	the term of either a Framework Contract or Call-Off Contract from the earlier of the: a) applicable Start Date; or b) the Effective Date until the applicable End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and " Controlled " shall be construed accordingly;
"Controller"	has the meaning given to it in the GDPR;
"Core Network"	the provision of any shared central core network capability forming part of the overall Services delivered to the Buyer, which is not specific or exclusive to a specific Call-Off Contract, and excludes any configuration information specifically associated with a specific Call-Off Contract;
"Core Terms"	CCS' standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;
"Costs"	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including: i) base salary paid to the Supplier Staff;

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	<ul style="list-style-type: none"> ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) work place accommodation; viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and ix) reasonable recruitment costs, as agreed with the Buyer; <p>b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables;</p> <p>d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <ul style="list-style-type: none"> a) Overhead; b) financing or similar costs; c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise; d) taxation; e) fines and penalties; f) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular

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	bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Subject 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;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
"Default Management Charge"	has the meaning given to it in Paragraph 7.1.1 of Framework Schedule 5 (Framework Management);
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the

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	Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. " Deliver " and " Delivered " shall be construed accordingly;
"Direct Award Criteria"	means the award criteria to be applied for the direct award of Call-Off Contracts for Services set out in Framework Schedule 7 (Call-Off Award Procedure);
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Order Form (for the purposes of this definition the " Disaster Period ");
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
"Dispute"	any claim, dispute or difference arises out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Documentation"	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <p>a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables</p> <p>b) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>c) has been or shall be generated for the purpose of providing the Deliverables;</p>
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made

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	under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
"End Date"	the earlier of: a) the Expiry Date (as extended by any Extension Period exercised by the Authority under Clause 10.2); or b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Estimated Year 1 Contract Charges"	the anticipated total charges payable by the Supplier in the first Contract Year specified in the Call-Off Order Form;
"Estimated Yearly Charges"	means for the purposes of calculating each Party's annual liability under clause 11.2 : i) in the first Contract Year, the Estimated Year 1 Contract Charges; or ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;

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"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Expiry Date"	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
"Extension Period"	the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
"FOIA"	the Freedom of Information Act 2000 as amended from time to time and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	<p>any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from:</p> <p>a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract;</p> <p>b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;</p> <p>c) acts of a Crown Body, local government or regulatory bodies;</p> <p>d) fire, flood or any disaster; or</p> <p>e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:</p> <p>i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain;</p> <p>ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and</p> <p>iii) any failure of delay caused by a lack of funds;</p>
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"Framework Award Form"	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;
"Framework Contract"	the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice;

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"Framework Contract Period"	the period from the Framework Start Date until the End Date or earlier termination of the Framework Contract;
"Framework Expiry Date"	the date of the end of the Framework Contract as stated in the Framework Award Form;
"Framework Incorporated Terms"	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
"Framework Initial Period"	the initial term of the Framework Contract as specified in the Framework Award Form;
"Framework Optional Extension Period"	such period or periods beyond which the Framework Initial Period may be extended up to a maximum of the number of years in total specified in the Framework Award Form;
"Framework Price(s)"	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
"Framework Start Date"	the date of start of the Framework Contract as stated in the Framework Award Form;
"Framework Special Terms"	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
"Framework Tender Response"	the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender Response);
"Further Competition Procedure" or "Further Competition"	the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure);
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679)
"General Anti-Abuse Rule"	a) the legislation in Part 5 of the Finance Act 2013 and; and b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Goods"	goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be

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	expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Data"	<p>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, including any of the Authority's Confidential Information, and which:</p> <ul style="list-style-type: none"> i) are supplied to the Supplier by or on behalf of the Authority; or ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract; or <p>b) any Personal Data for which the Authority is the Controller;</p>
"Government Procurement Card"	the Government's preferred method of purchasing and payment for low value goods or services https://www.gov.uk/government/publications/government-procurement-card--2 ;
"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"Health and Social Care Network or HSCN"	the government's network for health and social care, which helps all organisations involved in health and social care delivery to work together and interoperate; and as described at https://digital.nhs.uk/services/health-and-social-care-network ;
"HMRC"	Her Majesty's Revenue and Customs;
"ICT Environment"	the ICT systems related to a Call-Off Contract described in Call-Off Schedule 6 (ICT Services);
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
"ICT Services"	the ICT related Services to be delivered under a Call-Off Contract described in Call-Off Schedule 6 (ICT Services);
"Impact Assessment"	an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:

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	<p>a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract;</p> <p>b) details of the cost of implementing the proposed Variation;</p> <p>c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;</p> <p>d) a timetable for the implementation, together with any proposals for the testing of the Variation; and</p> <p>e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;</p>
"Implementation Plan"	the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Indexation"	the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"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;
"Initial Period"	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
"Insolvency Event"	<p>a) in respect of a person:</p> <p>b) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or</p> <p>c) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or</p> <p>d) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or</p> <p>e) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or</p>

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	<p>f) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or</p> <p>g) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or</p> <p>h) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or</p> <p>i) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or</p> <p>j) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;</p>
"Installation Works"	all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract;
"Intellectual Property Rights" or "IPR"	<p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"Invoicing Address"	the address to which the Supplier shall Invoice the Buyer as specified in the Order Form;
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of processing;
"Key Personnel"	the individuals (if any) identified as such in the Order Form;

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"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>any Subcontractor:</p> <ul style="list-style-type: none"> a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract, <p>and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;</p>
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;
"Lots"	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and " Loss " shall be interpreted accordingly;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680)
"Man Day"	7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Man Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
"Management Information" or "MI"	the management information specified in Framework Schedule 5 (Management Charges and Information);

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"Management Charge"	the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
"Marketing Contact"	shall be the person identified in the Framework Award Form;
"MI Failure"	means when an MI report: <ul style="list-style-type: none"> a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or c) is not submitted by the reporting date(including where a Nil Return should have been filed);
"MI Report"	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
"MI Reporting Template"	means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority;
"Milestone"	an event or task specified as such in the Implementation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
"New IPR"	<ul style="list-style-type: none"> a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same; <p>but shall not include the Supplier's Existing IPR;</p>
"Occasion of Tax Non – Compliance"	<p>where:</p> <ul style="list-style-type: none"> a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of: <ul style="list-style-type: none"> i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;

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	<ul style="list-style-type: none"> ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;
"OJEU Contract Notice"	has the meaning given to it in the Framework Award Form;
"Open Book Data"	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:</p> <ul style="list-style-type: none"> a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables; b) operating expenditure relating to the provision of the Deliverables including an analysis showing: <ul style="list-style-type: none"> i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; ii) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade; iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and iv) Reimbursable Expenses, if allowed under the Order Form; c) Overheads; d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables; e) the Supplier Profit achieved over the Framework Contract Period and on an annual basis; f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier; g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and

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	h) the actual Costs profile for each Service Period;
"Order"	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
"Order Form"	a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
"Order Form Template"	the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);
"Other Contracting Authority"	any actual or potential Buyer under the Framework Contract;
"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	in the context of the Framework Contract, CCS or the Supplier, and in the in the context of a Call-Off Contract the Buyer or the Supplier. "Parties" shall mean both of them where the context permits;
"Performance Indicators" or "PIs"	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
"Personal Data"	has the meaning given to it in the GDPR;
"Personal Data Breach"	has the meaning given to it in the GDPR;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
"Primary Services"	means the components described in paragraph 1.2.2 of Part A of Framework Schedule 1 (Specification);
Processor	takes the meaning given in the GDPR;
Processor Personnel:	all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Contract;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;

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"Progress Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
"Prohibited Acts"	<p>a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</p> <ul style="list-style-type: none"> i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; <p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>c) committing any offence:</p> <ul style="list-style-type: none"> i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ii) under legislation or common law concerning fraudulent acts; or iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or <p>d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
"Protective Measures"	<p>technical and organisational measures which must take account of:</p> <ul style="list-style-type: none"> a) the nature of the data to be protected b) harm that might result from Data Loss Event; c) state of technological development d) the cost of implementing any measures <p>including but not limited to 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;</p>

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"Public Services Network or PSN"	the network of networks delivered through multiple service providers, as further detailed in the PSN operating model; and described at https://www.gov.uk/government/groups/public-services-network ;
"Recall"	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan"	the Supplier's plan (or revised plan) to rectify its breach using the template in Joint Schedule 10 (Rectification Plan Template) which shall include: a) full details of the Default that has occurred, including a root cause analysis; b) the actual or anticipated effect of the Default; and c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
"Rectification Plan Process"	the process set out in Clause 10.4.3 to 10.4.5 (Rectification Plan Process);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
"Reimbursable Expenses"	the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including: a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
"Relevant Authority"	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
"Relevant Authority's Confidential Information"	a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR);

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	b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and information derived from any of the above;
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 10.6 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Subcontractor"	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"Request For Information"	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Insurances"	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in Annex 2 of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
"Schedules"	any attachment to a Framework or Call-Off Contract which contains important information specific to each aspect of buying and selling;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);

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"Security Policy"	the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Self Audit Certificate"	means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate) which shall be based on tests completed against a representative sample of Orders as specified in Framework Schedule 8 and must provide assurance that: <ul style="list-style-type: none"> a) Orders are clearly identified as such in the order processing and invoicing systems and, where required, Orders are correctly reported in the MI Reports; b) all related invoices are completely and accurately included in the MI Reports; c) all Charges to Buyers comply with any requirements under this Framework Contract on maximum mark-ups, discounts, charge rates, fixed quotes (as applicable); and d) a number of additional sample of public sector orders identified in Framework Schedule 8 (Self Audit Certificate) from the Supplier's order processing and invoicing systems as orders not placed under this Framework Contract have been correctly identified as such and that an appropriate and legitimately tendered procurement route has been used to place those orders, and those orders should not otherwise have been routed via centralised mandated procurement processes executed by CCS
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Levels"	any service levels applicable to the provision of the Deliverables under the Call-Off Contract (which, where Call Off Schedule 14 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Offer"	a Deliverable made available to Buyers by the Supplier via the Catalogue;
"Service Offer Effective Date"	the date when the Service Offer will be available to Buyers on the Catalogue;
"Service Offer Expiry Date"	the date the Service Offer will be/was removed from the Catalogue;
"Service Offer Price Card"	means a list of prices, rates and other amounts for a specific Service Offer;
"Service Offer Template"	the template set out at Annex 1 to Part B of Framework Schedule 3 (Framework Prices);
"Service Period"	has the meaning given to it in the Order Form;

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Joint Schedule 1 (Definitions)

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"Services"	services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
"Service Transfer"	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer;
"Sites"	means: a) any delivery point for the Services (including the Buyer Premises, the Supplier's premises, third party premises, or any non-premises location, such as kerbside cabinets and bus shelters); or b) from to or at which i) the Services are (or are to be) provided; or ii) the Supplier manages, organises or otherwise directs the provision or the use of the Services; or c) where any part of the Supplier System is situated; or a) d) any physical interface with the Buyer's System takes place
"Special Terms"	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
"Specification"	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
"Standards"	any: a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; b) standards detailed in the specification in Schedule 1 (Specification); c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time; d) relevant Government codes of practice and guidance applicable from time to time;

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"Start Date"	in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form;
"Statement of Requirements"	a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party: <ul style="list-style-type: none"> a) provides the Deliverables (or any part of them); b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	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 Supplier related to a Contract
"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable;
"Supplier"	the person, firm or company identified in the Framework Award Form;
"Supplier Action Plan"	means a document, maintained by the Authority, capturing information about the relationship between the Parties including, but not limited to strategic objectives, actions, initiatives, communication channels, risks and supplier performance;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
"Supplier's Confidential Information"	<ul style="list-style-type: none"> a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier; b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes

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	(or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract; c) Information derived from any of (a) and (b) above;
"Supplier's Contract Manager"	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract;
"Supplier Non-Performance"	where the Supplier has failed to: a) Achieve a Milestone by its Milestone Date; b) provide the Goods and/or Services in accordance with the Service Levels ; and/or c) comply with an obligation under a Contract;
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Supplier System"	has the meaning given to it in Schedule 6 (ICT Services);
"TEM Provider"	means a Supplier appointed by CCS to provide telecoms expense management;
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
"Test Issue"	any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in a Call-Off Contract;
"Test Plan"	a plan: a) for the Testing of the Deliverables; and

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	b) setting out other agreed criteria related to the achievement of Milestones;
"Tests and Testing"	any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and "Tested" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Time and Materials"	a pricing mechanism whereby the Buyer agrees to pay the Supplier based upon the work performed by the Supplier's employees and Sub-Contractors, and for materials used in the project, no matter how much work is required to complete the project;
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
"Transparency Information"	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – <ul style="list-style-type: none"> (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and (ii) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);
"US-EU Privacy Shield Register"	a list of companies maintained by the United States of America Department for Commerce that have self-certified their commitment to adhere to the European legislation relating to the processing of personal data to non-EU countries which is available online at: https://www.privacyshield.gov/list ;
"Variation"	has the meaning given to it in Clause 24 (Changing the contract);
"Variation Form"	the form set out in Joint Schedule 2 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 24 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and

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"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form.
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Joint Schedule 2 (Variation Form)

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Joint Schedule 2 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

Contact Details	
This variation is between:	[delete] as applicable: CCS / Buyer] (" CCS " " the Buyer ") And [insert] name of Supplier] (" the Supplier ")
Contract name:	[insert] name of contract to be changed] (" the Contract ")
Contract reference number:	[insert] contract reference number: Framework Contract reference/Call-Off Contract reference]
Details of Proposed Variation	
Variation initiated by:	[delete] as applicable: CCS/Buyer/Supplier]
Variation number:	[insert] variation number]
Date variation is raised:	[insert] date]
Proposed variation	
Reason for the variation:	[insert] reason]
An Impact Assessment shall be provided within:	[insert] number] days
Impact of Variation	
Likely impact of the proposed variation:	[Supplier to insert] assessment of impact]
Outcome of Variation	
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> [CCS/Buyer to insert] original Clauses or Paragraphs to be varied and the changed clause]
Financial variation:	Original Contract Value: £ [insert] amount]
	Additional cost due to variation: £ [insert] amount]
	New Contract value: £ [insert] amount]

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by **[delete]** as applicable: CCS / Buyer]
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

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Joint Schedule 2 (Variation Form)

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Signed by an authorised signatory for and on behalf of the **[delete]** as applicable: CCS / Buyer]

Signature

Date

Name (in Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

Address

Joint Schedule 3 (Insurance Requirements)
Crown Copyright 2018

Joint Schedule 3 (Insurance Requirements)

1. The insurance you need to have

- 1.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under a Call-Off Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than:
 - 1.1.1 the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
 - 1.1.2 the Call-Off Contract Effective Date in respect of the Additional Insurances.
- 1.2 The Insurances shall be:
 - 1.2.1 maintained in accordance with Good Industry Practice;
 - 1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
 - 1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
 - 1.2.4 maintained for at least six (6) years after the End Date.
- 1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

2. How to manage the insurance

- 2.1 Without limiting the other provisions of this Contract, the Supplier shall:
 - 2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
 - 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
 - 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

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Joint Schedule 3 (Insurance Requirements)

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3. What happens if you aren't insured

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. Evidence of insurance you must provide

- 4.1 The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

5. Making sure you are insured to the required amount

- 5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

6. Cancelled Insurance

- 6.1 The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

7. Insurance claims

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in

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Joint Schedule 3 (Insurance Requirements)

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dealing with such claims including without limitation providing information and documentation in a timely manner.

- 7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

Joint Schedule 3 (Insurance Requirements)

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ANNEX: Required Insurances

1. The Supplier shall hold the following standard insurance cover from the Framework Start Date in accordance with this Schedule:
 - 1.1 professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000);
 - 1.2 public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000); and
 - 1.3 employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000).
 - 1.4 Product liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000)

Joint Schedule 4 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

Joint Schedule 4 (Commercially Sensitive Information)
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No.	Date	Item(s)	Duration of Confidentiality
1.	31.01.2019	Document Name; Attachment 3 - RM3808 Framework Prices v1.4	31.01.2023
2.	Date of submission	Supplier's bid submission, proposal and commercial offer in response to any ITT	Date of Submission plus 6 years
3.	Date of submission	Breakdown of pricing information to give input costs, capital and operating costs, overheads, revenue, margins and profits.	Expiry Date plus 6 years
4.	Call-Off Start Date	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.	Expiry Date plus 6 years
5.	Date of submission	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.	Expiry Date plus 6 years

Joint Schedule 4 (Commercially Sensitive Information)
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6.	Date of submission	The cover and amounts of the Supplier's insurances.	Expiry Date plus 6 years
7.	Call-Off Start Date	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.	Expiry Date plus 6 years
8.	Date of submission	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.).	Expiry Date plus 6 years

Joint Schedule 4 (Commercially Sensitive Information)
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9.	Date of submission	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.	Expiry Date plus 6 years
10.	Date of submission	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 Customer-specific plans or procedures to be provided by the Supplier under the Call Off Contract.	Expiry Date plus 6 years

Joint Schedule 5 (Corporate Social Responsibility)
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Joint Schedule 5 (Corporate Social Responsibility)

1. What we expect from our Suppliers

- 1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.
(https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf)
- 1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such reasonable corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time. Any necessary changes to the relevant Call-Off Contract shall be enacted via the Variation Procedure.

2. Equality and Accessibility

- 2.1 In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
 - 2.1.1 eliminate discrimination, harassment or victimisation of any kind; and
 - 2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

3. Modern Slavery, Child Labour and Inhumane Treatment

"Modern Slavery Helpline" means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

- 3.1 The Supplier:
 - 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
 - 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;

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Joint Schedule 5 (Corporate Social Responsibility)

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- 3.1.3 warrants and represents that it has not been convicted of any slavery or human tracking offenses anywhere around the world.
- 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human tracking offenses anywhere around the world.
- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human tracking offenses anywhere around the world.
- 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- 3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

4. Income Security

4.1 The Supplier shall:

- 4.1.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect to wages before they enter;
- 4.1.3 All workers shall be provided with written and understandable Information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;

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Joint Schedule 5 (Corporate Social Responsibility)

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- 4.1.4 not make deductions from wages:
 - (a) as a disciplinary measure
 - (b) except where permitted by law; or
 - (c) without expressed permission of the worker concerned;
- 4.1.5 record all disciplinary measures taken against Supplier Staff; and
- 4.1.6 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours

5.1 The Supplier shall:

- 5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
- 5.1.2 that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
- 5.1.3 ensure that use of overtime used responsibly, taking into account:
 - (a) the extent;
 - (b) frequency; and
 - (c) hours worked;by individuals and by the Supplier Staff as a whole;

5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.

5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:

- 5.3.1 this is allowed by national law;
- 5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
appropriate safeguards are taken to protect the workers' health and safety; and
- 5.3.3 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

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Joint Schedule 5 (Corporate Social Responsibility)
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6. Sustainability

- 6.1 The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

Joint Schedule 6 (Key Subcontractors)
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Joint Schedule 6 (Key Subcontractors)

1. Restrictions on certain Subcontractors

- 1.1 The Supplier is entitled to Sub-Contract its obligations under the Framework Contract to the Key Subcontractors set out in the Framework Award Form.
- 1.2 The Supplier is entitled to Sub-Contract its obligations under a Call-Off Contract to Key Subcontractors listed in the Framework Award Form who are specifically nominated in the Order Form.
- 1.3 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-Contract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Buyer by completing and submitting a Variation Form as set out in Joint Schedule 2 (Variation Form) and the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the information detailed in Paragraph 1.4. The decision of CCS and the Buyer to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a new Key Subcontractor then they will be added to section 20 of the Framework Award Form. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Order Form. CCS and the Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
 - 1.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 1.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 1.3.3 the proposed Key Subcontractor employs unfit persons.
- 1.4 The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:
 - 1.4.1 the proposed Key Subcontractor's name, registered office and company registration number;
 - 1.4.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 - 1.4.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the CCS and the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
 - 1.4.4 for CCS, the Key Sub-Contract price expressed as a percentage of the total projected Framework Price over the Framework Contract Period;
 - 1.4.5 for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Call Off Contract Period; and

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Joint Schedule 6 (Key Subcontractors)

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- 1.4.6 (where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Difficulties)) of the Key Subcontractor.

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Joint Schedule 7 (Financial Difficulties)
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Joint Schedule 7 (Financial Difficulties)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

- | | |
|-----------------------------------|---|
| “Credit Rating Threshold” | the minimum credit rating level for the Monitored Company as set out in Annex 2 and |
| "Financial Distress Event" | the occurrence or one or more of the following events: <ul style="list-style-type: none">a) the credit rating of the Monitored Company dropping below the applicable Credit Rating Threshold;b) the Monitored Company issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Party;d) Monitored Company committing a material breach of covenant to its lenders;e) a Key Subcontractor (where applicable) notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute; orf) any of the following:<ul style="list-style-type: none">i) commencement of any litigation against the Monitored Company with respect to financial indebtedness or obligations under a contract;ii) non-payment by the Monitored Company of any financial indebtedness; |

Joint Schedule 7 (Financial Difficulties)

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- iii) any financial indebtedness of the Monitored Company becoming due as a result of an event of default; or
- iv) the cancellation or suspension of any financial indebtedness in respect of the Monitored Company

in each case which CCS reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance of any Contract and delivery of the Deliverables in accordance with any Call-off Contract;

"Financial Distress Service Continuity Plan"

a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with each Call-Off Contract in the event that a Financial Distress Event occurs;

"Monitored Company"

the Supplier;

"Rating Agencies"

the rating agencies listed in Annex 1.

2. When this Schedule applies

- 2.1 The Parties shall comply with the provisions of this Schedule in relation to the assessment of the financial standing of the Monitored Companies and the consequences of a change to that financial standing.
- 2.2 The Schedule shall apply to all Call-Off Contracts unless:
 - 2.2.1 where the Buyer has conducted a direct award from the Catalogue the Supplier has indicated in the relevant Service Offer that Joint Schedule 7 shall not apply; or
 - 2.2.2 where specified by a Buyer that has undertaken a Further Competition that this Schedule shall not apply.
- 2.3 The terms of this Schedule shall survive:
 - 2.3.1 under the Framework Contract until the later of (a) the termination or Expiry Date of the Framework Contract; or (b) the latest date of termination or Expiry Date of any Call-Off Contract entered into under the Framework Contract (which might be after the date of termination or Expiry Date of the Framework Contract); and
 - 2.3.2 under the Call-Off Contract until the termination or Expiry Date of the Call-Off Contract.

3. What happens when your credit rating changes

- 3.1 The Supplier warrants and represents to CCS that as at the Start Date the long term credit ratings issued for the Monitored Companies by each of the Rating Agencies are as set out in Annex 2.

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Joint Schedule 7 (Financial Difficulties)

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- 3.2 The Supplier shall promptly (and in any event within five (5) Working Days) notify CCS in writing if there is any downgrade in the credit rating issued by any Rating Agency for a Monitored Company.
- 3.3 If there is any downgrade credit rating issued by any Rating Agency for either the Monitored Company the Supplier shall ensure that the Monitored Company's auditors thereafter provide CCS within 10 Working Days of the end of each Contract Year and within 10 Working Days of written request by CCS (such requests not to exceed 4 in any Contract Year) with written calculations of the quick ratio for the Monitored Company be as at the end of each Contract Year or such other date as may be requested by CCS. For these purposes the "quick ratio" on any date means:

$$\frac{A + B + C}{D}$$

where:

- A is the value at the relevant date of all cash in hand and at the bank of the Monitored Company;
- B is the value of all marketable securities held by the Monitored Company determined using closing prices on the Working Day preceding the relevant date;
- C is the value at the relevant date of all account receivables of the Monitored Company; and
- D is the value at the relevant date of the current liabilities of the Monitored Company.

3.4 The Supplier shall:

- 3.4.1 regularly monitor the credit ratings of each Monitored Company with the Rating Agencies; and
- 3.4.2 promptly notify (or shall procure that its auditors promptly notify) CCS in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.

- 3.5 For the purposes of determining whether a Financial Distress Event the credit rating of the Monitored Company (as the case may be) shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the Monitored Company at or below the applicable Credit Rating Threshold.

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Joint Schedule 7 (Financial Difficulties)

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4. What happens if there is a financial distress event

- 4.1 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if CCS becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and CCS shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.
- 4.2 In the event that a Financial Distress Event arises due to a Key Subcontractor notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute then, CCS shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier ten (10) Working Days to:
 - 4.2.1 rectify such late or non-payment; or
 - 4.2.2 demonstrate to CCS's reasonable satisfaction that there is a valid reason for late or non-payment.
- 4.3 The Supplier shall and shall procure that the other Monitored Companies shall:
 - 4.3.1 at the request of CCS meet CCS as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of each Contract and delivery of the Deliverables in accordance each Call-Off Contract; and
 - 4.3.2 where CCS reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1) that the Financial Distress Event could impact on the continued performance of each Contract and delivery of the Deliverables in accordance with each Call-Off Contract:
 - (a) submit to CCS for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event); and
 - (b) provide such financial information relating to the Monitored Company as CCS may reasonably require.
- 4.4 If CCS does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to CCS within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is Approved by CCS or referred to the Dispute Resolution Procedure.

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Joint Schedule 7 (Financial Difficulties)

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- 4.5 If CCS considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.
- 4.6 Following Approval of the Financial Distress Service Continuity Plan by CCS, the Supplier shall:
 - 4.6.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance each Contract and delivery of the Deliverables in accordance with each Call-Off Contract;
 - 4.6.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 4.6.1, submit an updated Financial Distress Service Continuity Plan to CCS for its Approval, and the provisions of Paragraphs 4.5 and 4.6 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and
 - 4.6.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).
- 4.7 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify CCS and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 4.6.
- 4.8 CCS shall be able to share any information it receives from the Supplier in accordance with this Paragraph with any Buyer who has entered into a Call-Off Contract with the Supplier.

5. When can CCS or the Buyer terminate for financial distress

- 5.1 CCS shall be entitled to terminate this Contract and Buyers shall be entitled to terminate their Call-Off Contracts for material Default if:
 - 5.1.1 the Supplier fails to notify CCS of a Financial Distress Event in accordance with Paragraph 3.4; and/or
 - 5.1.2 CCS and the Supplier fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 4.3 to 4.5; and/or
 - 5.1.3 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 4.6.3.

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Joint Schedule 7 (Financial Difficulties)

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6. What happens If your credit rating is still good

6.1 Without prejudice to the Supplier's obligations and CCS' rights and remedies under Paragraph 4, if, following the occurrence of a Financial Distress Event, the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:

6.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6; and

6.1.2 CCS shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.3.2(b).

Joint Schedule 7 (Financial Difficulties)
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ANNEX 1: Rating Agencies

Rating Agency 1: Dun & Bradstreet

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ANNEX 2: Credit Ratings & Credit Rating Thresholds

Part 1: Current Rating

Entity	Credit rating (long term)	Credit Rating Threshold
Supplier: Vodafone Ltd	1	D&B Risk Indicator 2 – Lower than average risk
Framework Guarantor	N/A	N/A

Joint Schedule 10 (Rectification Plan)
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Joint Schedule 10 (Rectification Plan)

Request for [Revised] Rectification Plan		
Details of the Default:	[Guidance]: Explain the Default, with clear schedule and clause references as appropriate]	
Deadline for receiving the [Revised] Rectification Plan:	[add] date (minimum 10 days from request)]	
Signed by [CCS/Buyer] :		Date: <input type="text"/>
Supplier [Revised] Rectification Plan		
Cause of the Default	[add] cause]	
Anticipated impact assessment:	[add] impact]	
Actual effect of Default:	[add] effect]	
Steps to be taken to rectification:	Steps	Timescale
	1.	[date]
	2.	[date]
	3.	[date]
	4.	[date]
	[...]	[date]
Timescale for complete Rectification of Default	[X] Working Days	
Steps taken to prevent recurrence of Default	Steps	Timescale
	1.	[date]
	2.	[date]
	3.	[date]
	4.	[date]
	[...]	[date]

Joint Schedule 10 (Rectification Plan)

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Signed by the Supplier:		Date:	
Review of Rectification Plan [CCS/Buyer]			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[add reasons]		
Signed by [CCS/Buyer]		Date:	

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Joint Schedule 11 (Processing Data)
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Joint Schedule 11 (Processing Data)

- 1.1 The only processing that the Processor is authorised to do is listed in this Joint Schedule 11 by the Controller and may not be determined by the Processor.
- 1.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 1.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Deliverables;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
 - (a) process that Personal Data only in accordance with this Joint Schedule 11 (Processing Data) unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :
 - (i) the Processor Personnel do not process Personal Data except in accordance with this Contract (and in particular this Joint Schedule 11 (Processing Data));

Joint Schedule 11 (Processing Data)

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- (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

1.5 Subject to paragraph 1.6, the Processor shall notify the Controller immediately if it:

- (a) receives a Data Subject Request (or purported Data Subject Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;

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Joint Schedule 11 (Processing Data)

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- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Data Loss Event.
- 1.6 The Processor's obligation to notify under paragraph 1.5 shall include the provision of further information to the Controller in phases, as details become available.
- 1.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 1.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
 - (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Data Loss Event;
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 1.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - (a) the Controller determines that the processing is not occasional;
 - (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 1.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
- 1.11 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Processor must:

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- (a) notify the Controller in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Joint Schedule 11 (Processing Data) such that they apply to the Sub-processor; and
 - (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 1.12 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 1.13 The Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
- 1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 1.15 Where the Parties include two or more Joint Controllers as identified in in this Joint Schedule 11 (Processing Data) (in accordance with GDPR Article 26, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Annex 2 in replacement of paragraphs 1.1-1.14 for the Personal Data under Joint Control.

Call-Off Schedules

Call-Off Schedule 1 (Transparency Reports)

Call-Off Ref:

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Call-Off Schedule 1 (Transparency Reports)

- 1.1. The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2. Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3. If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4. The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

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Annex A: List of Transparency Reports

Title	Content	Format	Frequency
Call-off Contract Charges Information Report	As per Supplier's standard report	Accessible for: Lot 6 (mobile voice data services) via www.vcol.co.uk and for all other Lots via https://myenterprise.vodafone.com/oneportal	Once within three (3) months of the Call-Off Start Date only
Key Subcontractors	As set out in the Service Offer	The list set out in the Service Offer	Call-Off Start Date only

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Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

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Call-Off Schedule 2 (Staff Transfer)

1. Definitions

1.1 In this Schedule, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Employee Liability"

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:

- 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 and also including any payments arising in respect of pensions;
- f) claims whether in tort, contract or statute or otherwise;

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;

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"Former Supplier"	a supplier supplying the Deliverables to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Deliverables (or any part of the Deliverables) and shall include any Sub-contractor of such supplier (or any Sub-contractor of any such Sub-contractor);
"Partial Termination"	the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part D: Pensions, shall include the Commencement Date, where appropriate;
"Supplier's Final Supplier Personnel List"	a list provided by the Supplier of all Supplier Personnel whose will transfer under the Employment Regulations on the Service Transfer Date;
"Supplier's Provisional Supplier Personnel List"	a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
"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 Laws), but including in an anonymised format:</p> <ul style="list-style-type: none">(a) their ages, dates of commencement of employment or engagement, gender and place of work;(b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;

Call-Off Schedule 2 (Staff Transfer)

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- c) the identity of the employer or relevant contracting Party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, 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;

"Term"

the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;

"Transferring Buyer Employees"

those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date;

Call-Off Schedule 2 (Staff Transfer)

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**"Transferring
Former Supplier
Employees"**

in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date.

2. Interpretation

Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or 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 CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Sub-contractor, as the case may be and where the Sub-contractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

3. Which parts of this Schedule apply

Only the following parts of this Schedule shall apply to this Call Off Contract:

- Part C (No Staff Transfer On Start Date)
- Part E (Staff Transfer on Exit)

Call-Off Schedule 2 (Staff Transfer)

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PART C: No Staff Transfer on the Start Date

1. What happens if there is a staff transfer

1.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.

1.2 Subject to Paragraphs 1.3, 1.4 and 1.5, if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Sub-contractor pursuant to the Employment Regulations then:

1.2.1 the Supplier will, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing;

1.2.2 the Buyer may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;

1.2.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;

1.2.4 if after the period referred to in Paragraph 1.2.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Supplier's compliance with Paragraphs 1.2.1 to 1.2.4:

(a) the Buyer will indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2; and

(b) the Buyer will procure that the Former Supplier indemnifies the Supplier and/or any Sub-contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2.

1.3 The indemnities in Paragraph 1.2 shall not apply to any claim:

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

Call-Off Schedule 2 (Staff Transfer)

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- 1.3.2 any claim that the termination of employment was unfair because the Supplier and/or any Sub-contractor neglected to follow a fair dismissal procedure
- 1.4 The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date.
- 1.5 If the Supplier and/or the Sub-contractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Sub-contractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-contractor.

2. Limits on the Former Supplier's obligations

- 2.1 Where in this Part C the Buyer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Buyer's contract with the Former Supplier contains a contractual right in that regard which the Buyer may enforce, or otherwise so that it requires only that the Buyer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

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PART E: Staff Transfer on Exit

1. Obligations before a Staff Transfer

- 1.1 The Supplier agrees that within 20 Working Days of the earliest of:
 - 1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
 - 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
 - 1.1.3 the date which is 12 Months before the end of the Term; and
 - 1.1.4 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 6 Month period),

it shall provide in a suitably anonymised format so as to comply with the Data Protection Laws, 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 20 Working Days 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 (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) 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 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 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, 1.1.2 and 1.1.1, the Supplier agrees that it shall not assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall, unless otherwise instructed by the Buyer (acting reasonably):
 - 1.5.1 not 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 the same terms and conditions of employment as the person he/she replaces;

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- 1.5.2 not make, promise, propose, permit or implement any material changes to the terms and conditions of (i) employment and/or (ii) pensions, retirement and death benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension contributions payable) of the Supplier Personnel (including any payments connected with the termination of employment);
- 1.5.3 not increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.4 not 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;
- 1.5.5 not increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 1.5.6 not 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;
- 1.5.7 not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Buyer and/or the Replacement Supplier and/or Replacement Sub-contractor;
- 1.5.8 give the Buyer and/or the Replacement Supplier and/or Replacement Sub-contractor reasonable access to Supplier Personnel and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by the Buyer, Replacement Supplier and/or Replacement Sub-contractor in respect of persons expected to be Transferring Supplier Employees;
- 1.5.9 co-operate with the Buyer and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;
- 1.5.10 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 received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect;
- 1.5.11 not for a period of 12 Months from the Service Transfer Date re-employ or re-engage or entice any employees, suppliers or Sub-contractors whose employment or engagement is transferred to the

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- Buyer and/or the Replacement Supplier (unless otherwise instructed by the Buyer (acting reasonably));
- 1.5.12 not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;
 - 1.5.13 fully fund any Broadly Comparable pension schemes set up by the Supplier;
 - 1.5.14 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Fair Deal Employees);
 - 1.5.15 promptly provide to the Buyer such documents and information mentioned in Paragraph **Error! Reference source not found.** of Part D: Pensions which the Buyer may reasonably request in advance of the expiry or termination of this Contract; and
 - 1.5.16 fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract.
- 1.6 On or around each anniversary of the Effective Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide such information as the Buyer may reasonably require which shall include:
- 1.6.1 the numbers of employees engaged in providing the Services;
 - 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
 - 1.6.3 the extent to which each employee qualifies for membership of any of the Fair Deal Schemes (as defined in Part D: Pensions); and
 - 1.6.4 a description of the nature of the work undertaken by each employee by location.
- 1.7 The Supplier 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 5 Working Days following the Service Transfer Date, the

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Supplier shall provide to 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:

- 1.7.1 the most recent month's copy pay slip data;
- 1.7.2 details of cumulative pay for tax and pension purposes;
- 1.7.3 details of cumulative tax paid;
- 1.7.4 tax code;
- 1.7.5 details of any voluntary deductions from pay; and
- 1.7.6 bank/building society account details for payroll purposes.

2. Staff Transfer when the contract ends

- 2.1 A change in the identity of the supplier of the Services (or part of the Services), howsoever arising, may constitute a Relevant Transfer to which the Employment Regulations will apply. The Buyer and the Supplier agree that where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) 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 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 including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Fair Deal Schemes (as defined in Part D: Pensions).
- 2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission of the Supplier or any Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date.
- 2.4 The indemnity in Paragraph 2.3 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.
- 2.5 Subject to Paragraphs 2.6 and 2.7, if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that

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his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Sub-contractor pursuant to the Employment Regulations then.

- 2.5.1 the Replacement Supplier and/or Replacement Sub-contractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing;
- 2.5.2 the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Sub-contractor;
- 2.5.3 if such offer of employment is accepted, the Replacement Supplier and/or Replacement Sub-contractor shall immediately release the person from its employment;
- 2.5.4 if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, the Replacement Supplier and/or Replacement Sub-contractor may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Replacement Supplier's and/or Replacement Sub-contractor's compliance with Paragraphs 2.5.1 to 2.5.4 the Supplier will indemnify the Replacement Supplier and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees referred to in Paragraph 2.5.

- 2.6 The indemnity in Paragraph 2.5 shall not apply to:
 - 2.6.1 any claim for 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 equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of the Replacement Supplier and/or Replacement Sub-contractor, or
 - 2.6.2 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.
- 2.7 The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than 3 Months from the Service Transfer Date.
- 2.8 If at any point the Replacement Supplier and/or Replacement Sub-contract accepts the employment of any such person as is described in Paragraph 2.5, such person shall be treated as a Transferring Supplier Employee and Paragraph 2.5 shall cease to apply to such person.
- 2.9 The Supplier shall promptly provide the Buyer and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as

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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.

- 2.10 Subject to Paragraph 2.9, 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 arising from or as a result of any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.
- 2.11 The indemnity in Paragraph 2.10 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 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 any Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Supplier's Final Supplier Personnel List in accordance with Paragraph 2.5 (and subject to the limitations set out in Paragraphs 2.6 and 2.7 above).

Call-Off Schedule 6 (ICT Services)

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Call-Off Schedule 6 (ICT Services)

1. Definitions

1.1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Buyer Property"	the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Contract;
"Buyer Software"	any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables;
"Buyer System"	the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables;
"Commercial off the shelf Software" or "COTS Software"	non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms;
"Core Network"	the provision of any shared central core network capability forming part of the overall Services delivered to the Buyer, which is not specific or exclusive to a specific Call-Off Contract, and excludes any configuration information specifically associated with a specific Call-Off Contract;
"Defect"	any of the following: a) any error, damage or defect in the manufacturing of a Deliverable; or b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or

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- c) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call Off Contract; or
- d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract;

"Emergency Maintenance"

ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;

"ICT Environment"

the Buyer System and the Supplier System;

"Licensed Software"

all and any Software licensed by or through the Supplier, its Subcontractors or any third party to the Buyer for the purposes of or pursuant to this Call Off Contract, including any COTS Software;

"Maintenance Schedule"

has the meaning given to it in paragraph 8 of this Schedule;

"Malicious Software"

any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;

"New Release"

an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected)

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	while still retaining the original designated purpose of that item;
"Open Source Software"	computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;
"Operating Environment"	means the Buyer System and any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: a) the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or c) where any part of the Supplier System is situated;
"Permitted Maintenance"	has the meaning given to it in paragraph 8.2 of this Schedule;
"Quality Plans"	has the meaning given to it in paragraph 6.1 of this Schedule;
"Sites"	has the meaning given to it in Joint Schedule 1(Definitions), and for the purposes of this Call Off Schedule shall also include any premises from, to or at which physical interface with the Buyer System takes place;
"Software"	Specially Written Software COTS Software and non-COTS Supplier and third party software;
"Software Supporting Materials"	has the meaning given to it in paragraph 9.1 of this Schedule;
"Source Code"	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction,

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maintenance, modification and enhancement of such software;

"Specially Written Software"

any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Subcontractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR;

"Supplier System"

the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System);

2. When this Schedule should be used

2.1. This Schedule is designed to provide additional provisions necessary to facilitate the provision of ICT services which are part of the Deliverables.

3. Buyer due diligence requirements

3.1. This paragraph 3 applies where the Buyer has conducted a Further Competition Procedure. The Supplier shall satisfy itself of all relevant details, including but not limited to, details relating to the following;

3.1.1. suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Start Date) future Operating Environment;

3.1.2. operating processes and procedures and the working methods of the Buyer;

3.1.3. ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and

3.1.4. existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Contract and/or which the Supplier will require the benefit of for the provision of the Deliverables.

3.2. The Supplier confirms that it has advised the Buyer in writing of:

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- 3.2.1. each aspect, if any, of the Operating Environment that is not suitable for the provision of the Services;
- 3.2.2. each aspect, if any, of the Operating Environment where the provision of the Services will be subject to site surveys, wayleaves and/or any other consents not yet granted;
- 3.2.3. the actions needed to remedy each such unsuitable aspect; and
- 3.2.4. a timetable for and the costs of those actions.

4. Software warranty

4.1. The Supplier represents and warrants that:

- 4.1.1. it has and shall continue to have all necessary rights in and to the Licensed Software made available by the Supplier (and/or any Subcontractor) to the Buyer which are necessary for the performance of the Supplier's obligations under this Contract including the receipt of the Deliverables by the Buyer;
- 4.1.2. all components of the Specially Written Software shall:
 - 4.1.2.1. be free from material design and programming errors;
 - 4.1.2.2. perform in all material respects in accordance with the relevant specifications contained in Call Off Schedule 14 (Service Levels) and Documentation; and
 - 4.1.2.3. not infringe any IPR.

5. Provision of ICT Services

5.1. The Supplier shall:

- 5.1.1. ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with the interface requirements of the Buyer and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Buyer three (3) Months before the release of any new COTS Software or Upgrade;
- 5.1.2. ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;
- 5.1.3. ensure that the Supplier System will be free of all encumbrances;
- 5.1.4. ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Contract;
- 5.1.5. minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the Deliverables;

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6. Standards and Quality Requirements

- 6.1. The Supplier shall where requested by the Buyer as part of their Further Competition Procedure, and within the timescales specified by the Buyer, develop, quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**").
- 6.2. The Supplier shall seek Approval from the Buyer (not be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Deliverables are provided to the standard required by this Contract.
- 6.3. Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.
- 6.4. The Supplier shall ensure that the Supplier Personnel shall at all times during the Call Off Contract Period:
 - 6.4.1. be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Contract;
 - 6.4.2. apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and
 - 6.4.3. obey all lawful instructions and reasonable directions of the Buyer (including, if so required by the Buyer, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Buyer.

7. ICT Audit

- 7.1. The Supplier shall allow any auditor access to the Supplier premises to:
 - 7.1.1. inspect the ICT Environment and the wider service delivery environment (or any part of them);
 - 7.1.2. review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;
 - 7.1.3. review the Supplier's quality management systems including all relevant Quality Plans.

8. Maintenance of the ICT Environment

- 8.1. The Supplier shall where requested by the Buyer as part of their Further Competition Procedure, create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**") and make it available to the Buyer for Approval in accordance with the timetable and instructions specified by the Buyer.
- 8.2. Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (other than to the Core Network) (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.

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- 8.3. The Supplier shall give as much notice as is reasonably practicable to the Buyer prior to carrying out any Emergency Maintenance, including to the Core Network.
- 8.4. The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment and/or the 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 where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Deliverables.

9. Intellectual Property Rights in ICT

9.1. Assignments granted by the Supplier: Specially Written Software

9.1.1. The Supplier assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Buyer with full guarantee (or shall procure assignment to the Buyer), title to and all rights and interest in the Specially Written Software together with and including:

- 9.1.1.1. the Documentation, Source Code and the Object Code of the Specially Written Software; and
- 9.1.1.2. all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (together the "**Software Supporting Materials**").

9.1.2. The Supplier shall:

- 9.1.2.1. inform the Buyer of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;
- 9.1.2.2. deliver to the Buyer the Specially Written Software and any computer program elements of the New IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of them promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Buyer and the Buyer shall become the owner of such media upon receipt; and
- 9.1.2.3. without prejudice to paragraph 9.1.2.2, provide full details to the Buyer of any of the Supplier's Existing IPRs or Third Party IPRs which are embedded or which are an integral part of the Specially Written Software or New IPR and the Supplier hereby grants to the Buyer and shall procure that

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any relevant third party licensor shall grant to the Buyer a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit such Supplier's Existing IPRs and Third Party IPRs to the extent that it is necessary to enable the Buyer to obtain the full benefits of ownership of the Specially Written Software and New IPRs.

9.1.3. The Supplier shall promptly execute all such assignments as are required to ensure that any rights in the Specially Written Software and New IPRs are properly transferred to the Buyer.

9.2. Licences for non-COTS IPR from the Supplier and third parties to the Buyer

9.2.1. Unless the Buyer gives its Approval the Supplier must not use any:

- a) of its own Existing IPR that is not COTS Software;
- b) third party software that is not COTS Software

9.2.2. Where the Buyer Approves the use of the Supplier's Existing IPR that is not COTS Software the Supplier shall grant to the Buyer a perpetual, royalty-free and non-exclusive licence to use, adapt, and sub-license the same

for any purpose relating to the Deliverables (or substantially equivalent deliverables) or for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Central Government Body, any other Central Government Body's) business or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Call-Off Contract Period and after expiry of the Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Supplier.

9.2.3. Where the Buyer Approves the use of third party Software that is not COTS Software the Supplier shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the Buyer on terms at least equivalent to those set out in Paragraph 9.2.2. If the Supplier cannot obtain such a licence for the Buyer it shall:

9.2.3.1. notify the Buyer in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Supplier could seek to use; and

9.2.3.2. only use such third party IPR as referred to at paragraph 9.2.3.1 if the Buyer Approves the terms of the licence from the relevant third party.

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- 9.2.4. Where the Supplier is unable to provide a licence of the Supplier's Existing IPR in accordance with Paragraph 9.2.2 above, it must meet the requirement by making use of COTS Software or Specially Written Software.
- 9.2.5. The Supplier may terminate a licence granted under paragraph 9.2.2 by giving at least thirty (30) days' notice in writing if there is an Authority Cause which constitutes a material Default which, if capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Buyer written notice specifying the breach and requiring its remedy.
- 9.3. Licences for COTS Software by the Supplier and third parties to the Buyer
- 9.3.1. The Supplier shall either grant, or procure that the owners or the authorised licensors of any COTS Software grant, a direct licence to the Buyer on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
- 9.3.2. Where the Supplier owns the COTS Software it shall make available the COTS software to a Replacement Supplier at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
- 9.3.3. Where a third party is the owner of COTS Software licensed in accordance with this Paragraph 9.3 the Supplier shall support the Replacement Supplier to make arrangements with the owner or authorised licensee to renew the license at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
- 9.3.4. The Supplier shall notify the Buyer within seven (7) days of becoming aware of any COTS Software which in the next thirty-six (36) months:
- 9.3.4.1. will no longer be maintained or supported by the developer;
or
- 9.3.4.2. will no longer be made commercially available.
- 9.4. **Buyer's right to assign/novate licences**
- 9.4.1. The Buyer may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to paragraph 9.2 (to:
- 9.4.1.1. a Central Government Body; or
- 9.4.1.2. to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer.
- 9.4.2. If the Buyer ceases to be a Central Government Body, the successor body to the Buyer shall still be entitled to the benefit of the licences granted in paragraph 9.2.

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9.5. Licence granted by the Buyer

9.5.1. The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Contract Period to use the Buyer Software and the Specially Written Software solely to the extent necessary for providing the Deliverables in accordance with this Contract, including the right to grant sub-licences to Subcontractors provided that any relevant Subcontractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 15 (Confidentiality).

9.6. Open Source Publication

9.6.1. Unless the Buyer otherwise agrees in advance in writing (and subject to paragraph 9.6.3) all Specially Written Software and computer program elements of New IPR shall be created in a format, or able to be converted (in which case the Supplier shall also provide the converted format to the Buyer) into a format, which is:

9.6.1.1. suitable for publication by the Buyer as Open Source; and

9.6.1.2. based on Open Standards (where applicable),

and the Buyer may, at its sole discretion, publish the same as Open Source.

9.6.2. The Supplier hereby warrants that the Specially Written Software and the New IPR:

9.6.2.1. are suitable for release as Open Source and that the Supplier has used reasonable endeavours when developing the same to ensure that publication by the Buyer will not enable a third party to use them in any way which could reasonably be foreseen to compromise the operation, running or security of the Specially Written Software, New IPRs or the Buyer System;

9.6.2.2. have been developed using reasonable endeavours to ensure that their publication by the Buyer shall not cause any harm or damage to any party using them;

9.6.2.3. do not contain any material which would bring the Buyer into disrepute;

9.6.2.4. can be published as Open Source without breaching the rights of any third party;

9.6.2.5. will be supplied in a format suitable for publication as Open Source ("**the Open Source Publication Material**") no later than the date notified by the Buyer to the Supplier; and

9.6.2.6. do not contain any Malicious Software.

9.6.3. Where the Buyer has Approved a request by the Supplier for any part of the Specially Written Software or New IPRs to be excluded from

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the requirement to be in an Open Source format due to the intention to embed or integrate Supplier Existing IPRs and/or Third Party IPRs (and where the Parties agree that such IPRs are not intended to be published as Open Source), the Supplier shall:

9.6.3.1. as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Deliverables based on IPRs which are to be excluded from Open Source publication; and

9.6.3.2. include in the written details and information about the impact that inclusion of such IPRs or Deliverables based on such IPRs, will have on any other Specially Written Software and/or New IPRs and the Buyer's ability to publish such other items or Deliverables as Open Source.

9.7. Malicious Software

9.7.1. The Supplier shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.

9.7.2. If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its desired operating efficiency.

9.7.3. Any cost arising out of the actions of the Parties taken in compliance with the provisions of paragraph 9.7.2 shall be borne by the Parties as follows:

9.7.3.1. by the Supplier, where the Malicious Software originates from the Supplier Software, the third party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and

9.7.3.2. by the Buyer, if the Malicious Software originates from the Buyer Software or the Buyer Data (whilst the Buyer Data was under the control of the Buyer).

10. Supplier-Furnished Terms

10.1. Software Licence Terms

10.1.1. Terms for licensing of non-COTS third party software in accordance with Paragraph 9.2.3 are detailed in Part 1A of Call-Off Schedule 21.

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10.1.2. Terms for licensing of COTS software in accordance with Paragraph 9.3 are detailed in Part 1B of Call-Off Schedule 21.

11. CUSTOMER PREMISES

11.1 Licence to occupy Buyer Premises

11.1.1 Any Buyer Premises shall be made available to the Supplier on a non-exclusive licence basis free of charge and shall be used by the Supplier solely for the purpose of performing its obligations under this Call-Off Contract. The Supplier shall have the use of such Buyer Premises as licensee and shall vacate the same immediately upon completion, termination, expiry or abandonment of this Call-Off Contract and in accordance with Call-Off Schedule 10 (Exit Management).

11.1.2 The Supplier shall limit access to the Buyer Premises to such Supplier Staff as is necessary to enable it to perform its obligations under this Call-Off Contract and the Supplier shall co-operate (and ensure that the Supplier Staff co-operate) with such other persons working concurrently on such Buyer Premises as the Buyer may reasonably request.

11.1.3 Save in relation to such actions identified by the Supplier in accordance with paragraph 3.2 of this Call-Off Schedule 6 and set out in the Order Form (or elsewhere in this Call-Off Contract), should the Supplier require modifications to the Buyer Premises, such modifications shall be subject to Approval and shall be carried out by the Buyer at the Supplier's expense. The Buyer shall undertake any modification work which it approves pursuant to this paragraph 11.1.3 without undue delay. Ownership of such modifications shall rest with the Buyer.

11.1.4 The Supplier shall observe and comply with such rules and regulations as may be in force at any time for the use of such Buyer Premises and conduct of personnel at the Buyer Premises as determined by the Buyer, and the Supplier shall pay for the full cost of making good any damage caused by the Supplier Staff other than fair wear and tear. For the avoidance of doubt, damage includes without limitation damage to the fabric of the buildings, plant, fixed equipment or fittings therein.

11.1.5 The Parties agree that there is no intention on the part of the Buyer to create a tenancy of any nature whatsoever in favour of the Supplier or the Supplier Staff and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to this Call-Off Contract, the Buyer retains the right at any time to use any Buyer Premises in any manner it sees fit.

11.2 Security of Buyer Premises

Framework Ref: RM3808

Project Version: v1.0

Model Version: v3.1 – Vodafone Direct Award Version

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11.2.1 The Buyer shall be responsible for maintaining the security of the Buyer Premises. The Supplier shall comply with the reasonable security requirements of the Buyer while on the Buyer Premises.

11.2.2 The Buyer shall afford the Supplier upon Approval (the decision to Approve or not will not be unreasonably withheld or delayed) an opportunity to inspect its physical security arrangements.

12. Buyer Property

12.1 Where the Buyer issues Buyer Property free of charge to the Supplier such Buyer Property shall be and remain the property of the Buyer and the Supplier irrevocably licences the Buyer and its agents to enter upon any premises of the Supplier during normal business hours on reasonable notice to recover any such Buyer Property.

12.2 The Supplier shall not in any circumstances have a lien or any other interest on the Buyer Property and at all times the Supplier shall possess the Buyer Property as fiduciary agent and bailee of the Buyer.

12.3 The Supplier shall take all reasonable steps to ensure that the title of the Buyer to the Buyer Property and the exclusion of any such lien or other interest are brought to the notice of all Subcontractors and other appropriate persons and shall, at the Buyer's request, store the Buyer Property separately and securely and ensure that it is clearly identifiable as belonging to the Buyer.

12.4 The Buyer Property shall be deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies the Buyer otherwise within five (5) Working Days of receipt.

12.5 The Supplier shall maintain the Buyer Property in good order and condition (excluding fair wear and tear) and shall use the Buyer Property solely in connection with this Call-Off Contract and for no other purpose without Approval.

12.6 The Supplier shall ensure the security of all the Buyer Property whilst in its possession, either on the Sites or elsewhere during the supply of the Services, in accordance with Call-Off Schedule 9 (Security) and the Buyer's reasonable security requirements from time to time.

12.7 The Supplier shall be liable for all loss of, or damage to the Buyer Property, (excluding fair wear and tear), unless such loss or damage was solely caused by an Authority Cause. The Supplier shall inform the Buyer immediately of

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becoming aware of any defects appearing in or losses or damage occurring to the Buyer Property.

13. Supplier Equipment

13.1 Unless otherwise stated in the Order Form (or elsewhere in this Call-Off Contract), the Supplier shall provide all the Supplier Equipment necessary for the provision of the Services.

13.2 The Supplier shall not deliver any Supplier Equipment nor begin any work on the Buyer Premises without obtaining Approval.

13.3 The Supplier shall be solely responsible for the cost of carriage of the Supplier Equipment to the Sites and/or any Buyer Premises, including its off-loading, removal of all packaging and all other associated costs. Likewise on the Call-Off Expiry Date the Supplier shall be responsible for the removal of all relevant Supplier Equipment from the Sites and/or any Buyer Premises, including the cost of packing, carriage and making good the Sites and/or the Buyer Premises following removal.

13.4 All the Supplier's property, including Supplier Equipment, shall remain at the sole risk and responsibility of the Supplier, except that the Buyer shall be liable for loss of or damage to any of the Supplier's property located on Buyer Premises which is due to the negligent act or omission of the Buyer.

13.5 Subject to any express provision of the BCDR Plan (if applicable) to the contrary, the loss or destruction for any reason of any Supplier Equipment shall not relieve the Supplier of its obligation to supply the Services in accordance with this Call Off Contract, including the Service Levels.

13.6 The Supplier shall maintain all Supplier Equipment within the Sites and/or the Buyer Premises in a safe, serviceable and clean condition.

13.7 The Supplier shall, at the Buyer's written request, at its own expense and as soon as reasonably practicable:

13.7.1 remove from the Buyer Premises any Supplier Equipment or any component part of Supplier Equipment which in the reasonable opinion of the Buyer is either hazardous, noxious or not in accordance with this Call-Off Contract; and

13.7.2 replace such Supplier Equipment or component part of Supplier Equipment with a suitable substitute item of Supplier Equipment.

Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

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Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

PART A: Supplier BCDR Plan

1. BCDR Plan

- 1.1 Where the Buyer has not specified a bespoke BCDR Plan in accordance with Part B as part of a Further Competition Procedure, the Supplier's BCDR Plan at Annex 1 to this Part A will apply.
- 1.2 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 1.3 The Supplier's BCDR Plan shall as a minimum detail the processes and arrangements that the Supplier shall follow to:
 - 1.3.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
 - 1.3.2 the recovery of the Deliverables in the event of a Disaster.

Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

Call-Off Ref:

Crown Copyright 2018

PART A: ANNEX 1 Supplier BCDR Plan

Framework Ref: RM3808

Project Version: v1.0

Model Version: v3.0 – Vodafone Direct Award Version



Vodafone UK

Business Resilience Whitepaper

Published: 07/10/2022

Version 4.1

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1. Executive Summary

Vodafone UK (VFUK) is committed to being a resilient organisation. We invest significant time and resource into ensuring that we are able to respond effectively to adverse events and recover quickly to enable us to continue to deliver business activities and critical services to our customers, whilst safeguarding our people, network and brand.

We view resilience as an overarching discipline that encompasses a number of interrelated activities and functions, including Business Continuity (BC) Management, Crisis Management, Technology Resilience and Physical and Personnel Security. In order to ensure we measure ourselves against internationally recognised standards we invest in maintaining ISO certification across the areas that support our overarching resilience. We hold current ISO 22301, ISO 27001, ISO 9001, ISO 20000 certification.

2. Major Incident Management

VFUK experience Major Incidents (MI) across our fixed and mobile estate each year and we have an established process and team in place to deal with any such incident. An MI is an event that has significantly impacted, or has the potential to impact customers, either directly or indirectly.

The MI Team is staffed 24x7x365 to provide operational command and control of an MI to ensure it is dealt with in a timely manner, mitigating any impact that would be felt by our customers.

In the event that an MI escalates above and beyond pre-defined thresholds, a Crisis will be declared and will be supported by the Crisis Management (CM) Process.

3. Crisis Management

Vodafone UK have an established Crisis Management (CM) process as part of our Business Continuity Management System (BCMS). The process is flexible and can be activated to provide support in the event of any situation that poses a potential or actual threat to our business activities, services, customers, people, network or brand.

Within the CM Process we have a dedicated Crisis Team who co-ordinate and deliver CM, supported by nominated senior management personnel from across the business. All functions within the Crisis Team provide cover 24x7x365 and we regularly exercise and test our CM Process to ensure we are ready to respond if and when needed.

VFUK have a dedicated Crisis Plan in place to support the CM Process and this contains a number of pre-determined responses to specific Crisis events that are continually improved based on experience and exercise learning.

4. Business Continuity Management

Vodafone UK has an established Business Continuity Management System (BCMS), certified to ISO 22301, that covers all our voice and data services. Through the delivery of a robust BCMS, we are able to deliver our business critical functions and services to pre-defined levels during disruptive incidents and crises.

We also subject our Supply Chain to stringent BCMS reviews to ensure supplier resilience.

The BCMS is delivered by a dedicated and experienced Team of BC professionals supported by functional co-ordinators to ensure the accurate capture of the elements that contribute to functional Business Impact Analysis (BIAs) and Business Continuity Plans (BCPs), VFUK ensure that every area within our corporate structure is included within functional BIAs and BCPs, all of which are subject to annual review and exercising.



5. Technology Resilience

5.1 Our Network

Network Continuity

We use the latest technology to ensure our network is as resilient as possible with Network Operations Centres providing best in class network monitoring, management and service support. We work 24x7x365 to ensure that any issues on the network are identified, prioritised and addressed quickly and effectively so that any downtime is kept to a minimum.

Network Site Integrity

Our core network sites are equipped with physical and environmental control systems such as backup power systems, fire prevention and air conditioning to enable us to maintain the continuity of services that run through them.

Physical Controls

Our core sites are housed in secure premises which meet our physical security standards mandated by our dedicated Physical Security Team.

Environmental Controls

Our core sites have onsite generator backup capable of supporting the total electrical demand with an onsite fuel supply for multiple days as well as battery backup. The power design (generators, batteries and mains) and auto cutover are regularly tested to ensure uninterrupted power supply to all the core network equipment.

5.2 Mobile Network Resilience

The VFUK Mobile Network core is designed for reliability and availability, with design principles providing high availability operation at an element level within a site and geographic resilience at a network level ensuring platforms are not single points of failure. The network design is such that where a Radio Base Station provides a combination of 2G, 3G, 4G or 5G coverage, the site is connected to multiple Mobile Telephone Exchanges (MTX) to ensure continued availability even in the event of a complete MTX failure

5.3 Fixed Network Resilience

Our VFUK Fixed Network is a state-of-the-art converged network (known as RedStream) that provides connectivity for all our mobile, consumer and enterprise customers. The core network has been designed, built and tested with resilient equipment, physically diverse links and sites to offer high availability in the event of a failure, enabling us to maintain continuity of service to our customers.

To maximise the resilience benefits of our VFUK Fixed Network, customers should carefully consider their desired level of service availability and resilience when purchasing services from VFUK, such as dual access or backup links from the customer premise(s) to our network sites which will be more resilient than single access links. Further information on resilience options is available from your Account Management Team.

5.4 Our IT Systems

The VFUK IT Operations function is aligned to ITIL Service Management processes such as Risk, Change, Incident and Problem management with escalation and notification processes in place to assess and oversee the co-ordination of the response to any potential risk or service impacting events that may occur.

The categorisation of our VFUK IT Systems is based on the criticality of the business processes that they support, with internal service level agreements and key performance indicators defined.

A framework for testing the technical capability of our systems is in place. A key objective of the framework is to maintain team and technical levels of preparedness in order to respond to incidents, which have the potential to impact service to our customers.



6. Information Security

VFUK run an Information Security Management System (ISMS) in line with the recommendations and requirements of ISO 27001. Our ISMS ensures that we have a systematic approach to managing confidential and sensitive information to ensure it remains secure at all times.

7. Cyber Security

VFUK Cyber Security's mission is to protect VF People, Technology and Process. Through dedicated teams of Governance, Architecture, Consultancy and Operations it delivers the life cycle of; Plan, Design, Build, Run and Check, to deliver our technical solution (security by design) and support VFUK in fulfilling its legal and regulatory requirements.

Included in the Cyber Security function is a Security Operations Centre (SOC), supported by a dedicated intelligence function that combines internal expertise with best-in-class vendor support in order to ensure we protect our network and associated functions. The SOC and intelligence teams liaise closely with their opposite numbers in VF Group, allowing us to expand our coverage of global threats that could pose a risk to VFUK technology.

8. Physical & Personnel Security

VFUK have a dedicated Physical Security Team in place who are responsible for ensuring that our estate meets our physical security standards to ensure that we adequately protect our people and network. Their responsibilities include annual audits of our critical estate, the monitoring of access control and the setting of our minimum physical security standard baselines through a suite of Policies, Standards and Procedures. To further enhance our physical security infrastructure, we have a dedicated 24x7x365 Security Operations Centre (V-SOC) to provide live monitoring and management of our sites and their access, as well as provide situational updates to our field-based teams and assist in the coordination of any blue light responses.

We take our security culture seriously and continually manage internal security roadshows which is further supported by regular awareness campaigns to ensure our people act within our security culture and principals. In addition, all employees complete Annual Security training as part of Vodafone UK's 'Doing What's Right' training'

9. Risk Management

We have a robust risk management process, delivered by a dedicated internal Corporate Risk function, which is subject to regular reviews and continuous improvement. It ensures risks are identified, recorded, managed and mitigated as appropriate throughout our business including customer specific operational risks. Major risks are reported and escalated to senior management to ensure they are treated appropriately.

End of document



Current issue date: 10 December 2021
Expiry date: 18 October 2023
Certificate identity number: 10412420

Original approval(s):
ISO 22301 - 24 February 2014

Certificate of Approval

This is to certify that the Management System of:

Vodafone Ltd

Vodafone House, The Connection, Newbury, RG14 2FN, United Kingdom

has been approved by LRQA to the following standards:

ISO 22301:2019

Approval number(s): ISO 22301 – 0008735

This certificate is valid only in association with the certificate schedule bearing the same number on which the locations applicable to this approval are listed.

The scope of this approval is applicable to:

Voice and data services provided by Vodafone UK for its global telecommunications services.

David Derrick

Area Operations Manager UK & Ireland

Issued by: Lloyd's Register Quality Assurance Limited



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Issued by: Lloyd's Register Quality Assurance Limited, 1 Trinity Park, Bickenhill Lane, Birmingham B37 7ES, United Kingdom





Certificate identity number: 10412420

Certificate Schedule

Location	Activities
Office: Newbury, HQ Vodafone House, The Connection, Newbury, RG14 2FN, United Kingdom	ISO 22301:2019 Voice and data services provided by Vodafone UK for its global telecommunications services.
Office: Bracknell, Waterside House Waterside House, Waterside Park, Longshot Lane, Bracknell, RG12 1XL, United Kingdom	ISO 22301:2019 Voice and data services provided by Vodafone UK for its global telecommunications services.
Office: Glasgow 99 Berkeley Street, Glasgow, G3 7HR, United Kingdom	ISO 22301:2019 Voice and data services provided by Vodafone UK for its global telecommunications services.
Office: Leeds Melbourne Street, Leeds, LS2 7PS, United Kingdom	ISO 22301:2019 Voice and data services provided by Vodafone UK for its global telecommunications services.
Office: London The Speechmark The Speechmark, 114 Great Suffolk Street, London, SE1 0SL, United Kingdom	ISO 22301:2019 Voice and data services provided by Vodafone UK for its global telecommunications services.
Office: Manchester Atlas Park Atlas House, Atlas Business Park, Wythenshawe, Manchester, M22 5RR, United Kingdom	ISO 22301:2019 Voice and data services provided by Vodafone UK for its global telecommunications services.
Office: Newark Brunel House, Brunel Park, Brunel Drive, Newark, NG24 2EG, United Kingdom	ISO 22301:2019 Voice and data services provided by Vodafone UK for its global telecommunications services.
Retail Operations The Connection, Newbury, RG14 2FN, United Kingdom	ISO 22301:2019 Voice and data services provided by Vodafone UK for its global telecommunications services.
Office: Stoke Shelton Boulevard, Festival Park, Stoke-on-Trent, ST1 5PZ, United Kingdom	ISO 22301:2019 Voice and data services provided by Vodafone UK for its global telecommunications services.





Certificate identity number: 10412420

Certificate Schedule

Location	Activities
<p>Data Centre: Swindon SDN ISC Galileo Centre, The Computer Centre, Windmill Hill Business Park, Swindon, SN5 6LA, United Kingdom</p>	<p>ISO 22301:2019 Voice and data services provided by Vodafone UK for its global telecommunications services.</p>
<p>Warrington Workshop Unit 2, Kingsland Grange, Warrington, WA1 4RW, United Kingdom</p>	<p>ISO 22301:2019 Voice and data services provided by Vodafone UK for its global telecommunications services.</p>



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Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

Call-Off Ref:

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PART B: Bespoke BCDR Plan

Not used.

Framework Ref: RM3808

Project Version: v1.0

Model Version: v3.0 – Vodafone Direct Award Version

Call-Off Schedule 9 (Security)

Call-Off Ref:

Crown Copyright 2018

Call-Off Schedule 9 (Security)

Part A: Short Form Security Requirements

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Breach of Security"

the occurrence of:

- a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or
- b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,

in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2;

"Security Management Plan"

the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time.

2. Complying with security requirements and updates to them

2.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.

2.2 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it shall also comply with the Security Policy

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Project Version: v1.0

Model Version: v3.0 – Vodafone Direct Award Version

Call-Off Schedule 9 (Security)

Call-Off Ref:

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and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.

- 2.3 Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 2.4 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.
- 2.5 Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

3. Security Standards

- 3.1 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
- 3.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
 - 3.2.1 is in accordance with the Law and this Contract;
 - 3.2.2 as a minimum demonstrates Good Industry Practice;
 - 3.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
 - 3.2.4 where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.
- 3.3 The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

4. Security Management Plan

4.1 Introduction

- 4.1.1 The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

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4.2 Content of the Security Management Plan

4.2.1 The Security Management Plan shall:

- a) comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
- b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
- c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
- f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and
- g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

4.3 Development of the Security Management Plan

- 4.3.1 Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date

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Security Management Plan which will be based on the draft Security Management Plan.

- 4.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.
- 4.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.
- 4.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

4.4 Amendment of the Security Management Plan

- 4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
- a) emerging changes in Good Industry Practice;
 - b) any change or proposed change to the Deliverables and/or associated processes;
 - c) where necessary in accordance with paragraph 2.2, any change to the Security Policy;
 - d) any new perceived or changed security threats; and
 - e) any reasonable change in requirements requested by the Buyer.
- 4.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
- a) suggested improvements to the effectiveness of the Security Management Plan;

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Call-Off Schedule 9 (Security)

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- b) updates to the risk assessments; and
 - c) suggested improvements in measuring the effectiveness of controls.
- 4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.
- 4.4.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

5. Security breach

- 5.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.
- 5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:
- 5.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
 - a) minimise the extent of actual or potential harm caused by any Breach of Security;
 - b) remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
 - c) prevent an equivalent breach in the future exploiting the same cause failure; and
 - d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.
- 5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any

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required change to the Security Management Plan shall be at no cost to the Buyer.

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PART B: Long Form Security Requirements

Not used.

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Vodafone Security Plan

Vodafone Network Service Framework 2 (RM3803) Security Management Plan

Introduction:

We have come a long way since making the first ever mobile call in the UK on 1 January 1985. Today, Vodafone has more than 500 million customers around the world. In 30 years, a small mobile operator in Newbury has grown into a global business operating in 26 countries and partner with networks in over 45 more.

In an increasingly connected world, it is no longer just about a domestic customer being able to talk and text. Our global network allows Customers to share images and videos securely around the World as soon as they're captured. And because we now do more than just mobile, more customers look to Vodafone for great value in their fixed and converged solutions. Some of our larger Enterprise Customers operate in multiple countries so we need to ensure these services are delivered securely.

Detailed below is information of how Vodafone's meets the requirements of Call-Off Schedule 9 (Security), detailing specifically the relevant clauses of Call-Off Schedule 9 and how Vodafone meets the requirements.

Security Posture:

Vodafone are committed to providing world-class security. We deliver some of the most secure telecommunications services in the world and have a proven record for delivering trusted mission-critical services to a wide range of customers, including government, utility, finance, and retail sectors. Our dedicated Security teams in both Group and UK work tirelessly together to ensure our customers are protected from security threats and can continue to operate in an event of a disaster.

Vodafone operates an Information Security Management System (ISMS) based on and, certified complaint with ISO27001:2013, including risk management, business continuity, incident management, physical security, security awareness training and much more. This document supports Network Service Framework 2 (RM3808) setting out how Vodafone manages security against Call of Schedule 9 Security clauses, this should be referenced alongside our ISO27001:2013 certificate and accompanying Statement of Applicability (SoA).

How we Manage Security in accordance with Schedule 9:

1. Complying with security requirements and updates to them

- 1.1 The Supplier shall comply with the Security Policy and the requirements in this Schedule including the Security Management Plan and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.

Vodafone offer secure services that are independently audited by external accreditation bodies against ISO27001:2013

- 1.2 The Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.

Vodafone welcome every opportunity to work with our customers and ensure the security and quality of our service exceed customer expectations.

- 1.3 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those



Vodafone Security Plan

costs. Any change to the Charges shall be subject to the Variation Procedure.

Vodafone welcome every opportunity to work with our customers and ensure the security and quality of our service exceed customer expectations.

- 1.4 Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

Vodafone welcome every opportunity to work with our customers and ensure the security and quality of our service exceed customer expectations.

2. Security Standards

- 2.1 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.

Vodafone is committed to providing world class services. We go to great lengths to ensure our products and services meet the highest levels of confidentiality, integrity and availability and demonstrate this through successfully gaining and maintain ISO27001:2013 certification.

- 2.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:

2.2.1. is in accordance with the Law and this Contract;

Vodafone fully complies with all legislation and regulations for all local markets in which we operate.

2.2.2. as a minimum demonstrates Good Industry Practice;

Vodafone successfully gained and maintains certification against ISO9001, ISO20000, ISO22301, ISO27001

2.2.3. meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and

Vodafone successfully gained and maintains certification against Cyber Essentials Plus complies with the Security Policy and the ICT Policy.

Vodafone are confident we met the requirements of the Security Policy and ICT Policy as evidenced by our commitment to maintaining ISO27001:2013

2.2.4. The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.

Vodafone is committed to maintaining legislative and regulatory compliance, and continuing to maintain our certifications and adherence to good practice

2.2.5. In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.



Vodafone Security Plan

Vodafone continually monitor our network and services and will take immediate action to address any incidents that may impact those services. In the event an incident has an impact upon a customer(s), our Incident Management processes will trigger notification of affected customers.

3. Security Management Plan

3.1 Introduction

3.1.1. The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

Vodafone management of our ISMS and security policies is overseen by the Security Management Review, which meets monthly, and includes senior representatives from across the company.

3.2 Content of the Security Management Plan

3.2.1. The Security Management Plan shall:

- a) comply with the principles of security set out in Paragraph 3. and any other provisions of this Contract relevant to security;

Vodafone are committed to maintaining our ISO27001:2013.

- b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;

Vodafone are committed to providing world-class security. We deliver some of the most secure telecommunications services in the world and have a proven record for delivering trusted mission-critical services to a wide range of customers, including government, utility, finance, and retail sectors. Our dedicated Security teams in both Group and UK work tirelessly together to ensure our customers are protected from security threats and can continue to operate in an event of a disaster.

Vodafone Group Corporate Security set over arching information security policy and directly support Vodafone Group Business Customers.

Vodafone Global Cyber Security implement and monitor technical security controls and respond to security incidents at a Global / Group level.

Vodafone Corporate Security UK set information security policy for the UK, manage information security and business continuity, external certifications, fraud, disclosures and security investigations.

Vodafone Cyber Security UK implement and monitor technical security controls and respond to security incidents for the UK

- c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;



Vodafone Security Plan

Vodafone requires our suppliers to sign up to comply with Vodafone policies including Information Security, Business Continuity, and Code of Ethics.

- d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;

Vodafone is a Global company and has a Global Information Security policy owned jointly by the Global Cyber Security Director & Group Corporate Security Director, approved by the Group Chief Technology Officer. This sets out the minimum requirements for Vodafone Group and Local Markets to comply with.

The UK Information Security policy builds upon the Vodafone Group policy and overlays UK Legislation and Regulation obligations is owned by the Head of Cyber Security UK and is approved by Chief Technology Officer.

- e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;

Vodafone management of our ISMS and security policies is overseen by the Security Management Review, which meets monthly, and includes senior representatives from across the company.

Compliance and performance against our ISMS is monitored and tested by our security teams:

Corporate Security, manage security and business continuity certificates across the company.

Cyber Security, manage technology security risks and implementation of security controls across the company.

- f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and the Security Policy; and

Vodafone management of our ISMS and security policies is overseen by the Security Management Review, which meets monthly, and includes senior representatives from across the company.

Changes to policy and security plans will be governed under Change Control via the Security Management Review.

- g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.



Vodafone Security Plan

3.3 Development of the Security Management Plan

3.3.1. Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.

Vodafone has held ISO27001 certification since 2005 and our Information Security Management System has been assessed by independent accreditation bodies annually.

3.4 Amendment of the Security Management Plan

3.4.1. The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:

- a) emerging changes in Good Industry Practice;
- b) any change or proposed change to the Deliverables and/or associated processes;
- c) any change to the Security Policy;
- d) any new perceived or changed security threats; and
- e) any reasonable change in requirements requested by the Buyer.

Vodafone policies are reviewed at least annually or on significant change within Vodafone or the landscape we operate in to ensure they are accurate, up to date and effective.

3.4.2. The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:

- a) suggested improvements to the effectiveness of the Security Management Plan;
- b) updates to the risk assessments; and
- c) suggested improvements in measuring the effectiveness of controls.

Vodafone are committed to maintaining our ISO27001:2013 . Our independent accreditation partners audit our compliance annually and we publish our certificates on our website.

3.4.3. Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure. Vodafone management of our ISMS and security policies is overseen by the Security Governance Board, which meets bi-monthly, and includes senior representatives from across the company.

Changes to policy and security plans will be governed under Change Control via the Security Management Review.

3.4.4. The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.



Vodafone Security Plan

4. Security breach

- 4.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.

Vodafone will agree lines of communications for incidents and security incidents. Vodafone Network Management and Incident Management teams are available and can be contacted 24x7

- 4.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:

4.2.1. immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:

- a) minimise the extent of actual or potential harm caused by any Breach of Security;

Defined processes exist to prioritise incidents based on the impact to Vodafone customers and business. Security teams have visibility of incidents and may declare an incident a security incident and escalate the priority accordingly.

- b) remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;

Defined processes exist to prioritise incidents based on the impact to Vodafone customers and business. Security teams have visibility of incidents and may declare an incident a security incident and escalate the priority accordingly.

- c) prevent an equivalent breach in the future exploiting the same cause failure; and

Vodafone perform post incident reviews on all incidents prioritised as medium or above to learn lessons and implement mitigations to prevent further occurrence of the incident.

- d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.

Vodafone will agree lines of communications for incidents and security incidents. Vodafone Network Management and Incident Management teams are available and can be contacted 24x7

- 4.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security policy or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

Call-Off Schedule 11 (Installation Works)
Call-Off Ref:
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Call-Off Schedule 11 (Installation Works)

1. When this Schedule should be used

- 1.1. This Schedule is designed to provide additional provisions necessary to facilitate the provision Deliverables requiring installation by the Supplier.

2. How things must be installed

- 2.1. Where the Supplier reasonably believes, it has completed the Installation Works it shall notify the Buyer in writing. Following receipt of such notice, the Buyer shall inspect the Installation Works and shall, by giving written notice to the Supplier:
 - 2.1.1. accept the Installation Works, or
 - 2.1.2. reject the Installation Works and provide reasons to the Supplier if, in the Buyer's reasonable opinion, the Installation Works do not meet the requirements set out in the Call-Off Order Form (or elsewhere in this Contract).
- 2.2. If the Buyer rejects the Installation Works in accordance with Paragraph 2.1.2, the Supplier shall immediately rectify or remedy any defects and if, in the Buyer's reasonable opinion, the Installation Works do not, within five (5) Working Days of such rectification or remedy, meet the requirements set out in the Call-Off Order Form (or elsewhere in this Contract), the Buyer may terminate this Contract for material Default.
- 2.3. The Installation Works shall be deemed to be completed when the Supplier receives a notice issued by the Buyer in accordance with Paragraph 2.1.1. Notwithstanding the acceptance of any Installation Works in accordance with Paragraph 2.2, the Supplier shall remain solely responsible for ensuring that the Goods and the Installation Works conform to the specification in the Call-Off Order Form (or elsewhere in this Contract). No rights of estoppel or waiver shall arise as a result of the acceptance by the Buyer of the Installation Works.
- 2.4. Throughout the Contract Period, the Supplier shall have at all times all licences, approvals and consents necessary to enable the Supplier and the Supplier Staff to carry out the Installation Works.

Call-Off Schedule 12 (Clustering)

Call-Off Ref:

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Call-Off Schedule 12 (Clustering)

1. When you should use this Schedule

- 1.1 This Schedule is required where various Other Contracting Authorities want to join with the Buyer to efficiently contract collectively under a single Call-Off Contract rather than as separate individual Buyers under separate Call-Off Contracts.

2. Definitions

- 2.1 **"Cluster Members"** means a person named as such in the Annex A to this Schedule which shall be incorporated into the Order Form.

3. Cluster Members benefits under the Contract

- 3.1 The Buyer has entered into this Call-Off Contract both for its own benefit and for the benefit the Cluster Members.
- 3.2 The Cluster Members who are to benefit under the Call-Off Contract are identified Annex 1 to this Schedule which shall be included into Order Form.
- 3.3 Cluster Members shall have all of the rights granted to the Buyer under a Call-Off Contract. Accordingly, where the context requires in order to assure the Cluster Members rights and benefits under a Call-Off Contract, and unless the Buyer otherwise specifies, references to the Buyer in a Call-Off Contract (including those references to a Party which are intended to relate to the Buyer) shall be deemed to include a reference to the Cluster Members.
- 3.4 Each of the Cluster Members will be a third party beneficiary for the purposes of the CRTPA and may enforce the relevant provisions of a Call-Off Contract pursuant to CRTPA.
- 3.5 The Parties to a Call-Off Contract may in accordance with its provisions vary, terminate or rescind that Call-Off Contract or any part of it, without the consent of any Cluster Member.
- 3.6 The enforcement rights granted to Cluster Members under Paragraph 3.4 are subject to the following provisions:
 - 3.6.1 the Buyer may enforce any provision of a Call-Off Contract on behalf of a Cluster Member;
 - 3.6.2 any claim from a Cluster Member under the CRTPA to enforce a Call-Off Contract shall be brought by the Buyer if reasonably practicable for the Buyer and Cluster Member to do so; and
 - 3.6.3 the Supplier's limits and exclusions of liability in the Call-Off Contract shall apply to any claim to enforce a Call-Off Contract made by the

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Call-Off Schedule 12 (Clustering)

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Buyer on behalf of a Cluster Member and to any claim to enforce a Call-Off Contract made by a Cluster Member acting on its own behalf.

3.7 Notwithstanding that Cluster Members shall each receive the same Services from the Supplier the following adjustments will apply in relation to how the Call-Off Contract will operate in relation to the Buyer and Cluster Members:

3.7.1 Services will be provided by the Supplier to each Cluster Member and Buyer separately;

3.7.2 the Supplier's obligation in regards to reporting will be owed to each Cluster Member and Buyer separately;

3.7.3 the Buyer and Cluster Members shall be entitled to separate invoices in respect of the provision of Deliverables;

3.7.4 the separate invoices will correlate to the Deliverables provided to the respective Buyer and Cluster Members;

3.7.5 the Charges to be paid for the Deliverables shall be calculated on a per Cluster Member and Buyer basis and each Cluster Member and the Buyer shall be responsible for paying their respective Charges;

3.7.6 the Service Levels and corresponding Service Credits will be calculated in respect of each Cluster Member and Buyer, and they will be reported and deducted against Charges due by each respective Cluster Member and Buyer; and

3.7.7 such further adjustments as the Buyer and each Cluster Member may notify to the Supplier from time to time.

Call-Off Schedule 12 (Clustering)

Call-Off Ref:

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Annex A: Cluster Members

The Deliverables shall also be provided for the benefit of the following Cluster Members:

Name of Cluster Member	Services to be provided	Duration	Special Terms
There are no Cluster Members to the Call-Off Contract	N/A	N/A	N/A

Call-Off Schedule 14 (Service Levels)

Call-Off Ref:

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Call-Off Schedule 14 (Service Levels)

1. Introduction

- 1.1 The Buyer will specify in the Order Form at Further Competition whether Part A or Part B to this Schedule applies.
- 1.2 Where the Buyer has not conducted a Further Competition Part B to this Schedule will apply.

2. Definitions

- 2.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

“Achieved Service Level” means the actual level of performance of a Service achieved by the Supplier in relation to a Service Level Performance Criteria for a Service Period;

“Agreed Service Time” means the period during which the Supplier ensures the Services are Available to the Buyer;

“Available” a Service shall be “Available” when the Buyer’s end users are able to access and use all its functions at a level that enables them to carry out their normal duties. Availability shall be construed accordingly;

“Call-Off Contract Year” means a consecutive period of twelve (12) Months commencing on the Call-Off Start Date or each anniversary thereof;

“Critical Service Level Failure” takes the meaning;

- a) Specified by the Buyer where the Buyer selects Part A to this Call-Off Schedule 14; or
- b) any instance of critical service level failure specified in Annex 2 to Part B of this Schedule where the Buyer selects Part B to this Schedule;

“Downtime” means any period of time within the Agreed Service Time during which a Service is not Available, excluding Planned Downtime;

“Imposed Carrier Downtime” means time during which the Supplier is prevented from supplying the Services due to unavailability of an underlying telecommunications service from a third-party provider on which the Services are dependent. In any instance where the Supplier claims Imposed

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Call-Off Schedule 14 (Service Levels)

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	Carrier Downtime, the Supplier must be able to provide evidence to the satisfaction of the Buyer that the interruption to the Services was in fact due in its entirety to unavailability of the underlying service;
“Incident”	means an unplanned incident or interruption to Services, reduction in the quality of the Services or event which could affect the Services in the future;
“Incident Resolution Time”	means the time taken by the Supplier to Resolve an Incident, as set out in this Schedule;
“Planned Downtime”	means the time agreed in advance in writing by the Supplier and Buyer within the Agreed Service Time when a Service is not Available;
“Provisioning”	means the time taken from the placement of an Order for a Service or part thereof until the Service is Available to the Buyer and Provision shall be construed accordingly;
“Resolution”	means an action taken by or on behalf of the Supplier to fully repair the root cause of an Incident or to implement a workaround, such that the Services are returned to being Available. Resolve and Resolved shall be construed accordingly;
“Service Credit Cap”	means: (a) in the period from the Call-Off Start Date to the end of the first Call-Off Contract Year fifteen thousand pounds (£15,000); and (b) during the remainder of the Call-Off Contract Period, thirty five per cent (35%) 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 Service Period in respect of which Service Credits are accrued; unless otherwise stated in the Order Form during a Further Competition.
“Service Credits”	a) any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by

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the Supplier to meet one or more Service Levels; or

- b) any service credits specified in the Annex to Part B of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;

“Service Desk” means the single point of contact set up and operated by the Supplier to log, monitor and escalate Incidents, Incident Resolutions and Service Requests;

“Service Failure Threshold” means the level of performance of a Service which becomes unacceptable to the Buyer, including as set out in each Service Level Performance Criteria and where the Supplier fails to provide the Services in accordance with this Contract;

“Service Level Failure” means a failure to meet the Service Level Threshold in respect of a Service Level Performance Criterion;

“Service Level Performance Criteria” means the criteria identified in either;

- a) Annex 1 to Part A of this Schedule; or
- b) paragraph 3.6 of Part B of this Schedule, against which the individual metrics are assessed;

depending upon whether Part A or Part B is selected by the Buyer

“Service Levels” means any service levels applicable to the provision of the Services under this Call-Off Contract specified in Call-Off Schedule 14 (Service Levels);

“Service Level Threshold” shall be as set out against the relevant Service Level Performance Criteria in Annex 1 of Part A, or Annex 1 of Part B, of this Schedule depending upon which option is selected by the Buyer;

“Service Period” means a recurrent period of one month during the Call-Off Contract Period, unless otherwise specified in the Order Form;

“Unavailable” in relation to a Service, means that the Service is not Available;

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3. What happens if you don't meet the Service Levels

- 3.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Threshold for each Service Level.
- 3.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A or Part B of this Schedule, as appropriate, including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Threshold.
- 3.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part C (Performance Monitoring) of this Schedule.
- 3.4 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
 - 3.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
 - 3.4.2 the Service Level Failure:
 - (a) exceeds the relevant Service Failure Threshold;
 - (b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
 - (c) results in the corruption or loss of any Government Data; and/or
 - (d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or
 - 3.4.3 the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 of the Core Terms (CCS and Buyer Termination Rights).

4. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

- 4.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
- 4.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"),

provided that the operation of this paragraph 4 shall be without prejudice to the right of the Buyer to terminate this Contract pursuant to Clause 10.4 of the Core Terms (CCS and Buyer Termination Rights) and/or to claim damages from the Supplier for material Default.

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PART A: Short Form Service Levels and Service Credits

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Call-Off Schedule 14 (Service Levels)

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PART B: Long Form Service Levels and Service Credits

1. General provisions

- 1.1 The Supplier shall provide support and advice, when required by the Buyer, on matters relating to:
 - 1.1.1 Availability of the Services;
 - 1.1.2 quality of the Services;
 - 1.1.3 provisioning;
 - 1.1.4 essential downtime
 - 1.1.5 Buyer support;
 - 1.1.6 complaints handling; and
 - 1.1.7 accurate and timely invoices.
- 1.2 The Supplier accepts and acknowledges that failure to meet the Service Level Threshold set out in this Part B of this Call-Off Schedule will result in Service Credits being due to the Buyer.

2. Principal points

- 2.1 The objectives of the Service Levels and Service Credits are to:
 - 2.1.1 incentivise the Supplier to meet the Service Levels and to remedy any failure to meet the Service Levels expeditiously;
 - 2.1.2 ensure that the Services are of a consistently high quality and meet the requirements of the Buyer;
 - 2.1.3 provide a mechanism whereby the Buyer can attain meaningful recognition of inconvenience and/or loss resulting from the Supplier's failure to deliver the level of service for which it has contracted to deliver; and
 - 2.1.4 provide an incentive to the Supplier to comply with and to expeditiously remedy any failure to comply with the Service Levels.
- 2.2 The Parties acknowledge that:
 - 2.2.1 The Buyer will, in all cases, prefer to receive the Services within the Service Levels in preference to receiving the Service Credits; and
 - 2.2.2 the Supplier shall, in all cases, seek to deliver the Services within the Service Levels in preference to accepting a liability for Service Credits.

3. Service Levels

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- 3.1 The Supplier shall monitor its performance under this Call-Off Contract by reference to the relevant Service Level Performance Criteria for achieving the Service Levels and shall send the Buyer a Performance Monitoring Report detailing the level of service which was achieved in accordance with the provisions of Part C (Performance Monitoring) of this Call-Off Schedule.
- 3.2 The Supplier shall, at all times, provide the Services in such a manner that the Service Level Thresholds are achieved.
- 3.3 If the level of performance of the Supplier of any element of the provision by it of the Services during the Call-Off Contract period:
 - 3.3.1 is likely to or fails to meet any Service Level Threshold; or
 - 3.3.2 is likely to cause or causes a Critical Service Level Failure to occur, the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without prejudice to any other of its rights howsoever arising may:
 - (A) Require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring; and
 - (B) If the action taken under paragraph (A) above has not already prevented or remedied the Service Level Failure or Critical Service Level Failure, the Buyer shall be entitled to instruct the Supplier to comply with the Rectification Plan Process; or
 - (C) If a Service Level Failure has occurred, deduct from the Call-Off Contract Charges the applicable Service Credits payable by the Supplier to the Buyer in accordance with the calculation formula set out in Annex 1 of this Part B of this Call-Off Schedule; or
 - (D) If a Critical Service Level Failure has occurred, exercise its right to compensation for such non-availability of Services via this Call-Off Contract.
- 3.4 Approval and implementation by the Buyer of any Rectification Plan shall not relieve the Supplier of any continuing responsibility to achieve the Service Levels, or remedy any failure to do so, and no estoppels or waiver shall arise from any such Approval and/or implementation by the Buyer.
- 3.5 The Buyer may enhance or otherwise modify the Service Levels required during a Further Competition Procedure.

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3.6 The Services are subject to the following four Service Level Performance Criteria as set out in paragraph 6 of this Part B of Call-Off Schedule 14:

3.6.1 Availability;

3.6.2 Incident Resolution;

3.6.3 Quality; and

3.6.4 Provisioning.

4. Agreed Service Time

4.1 The Services will be made Available by the Supplier to the Buyer during the Agreed Service Time.

4.2 The Agreed Service Time applied to the Services will be determined by the Service Maintenance Level selected by the Buyer on the Order Form.

4.3 The Service Maintenance Levels and associated Agreed Service Times is set out in the following table:

Service Maintenance Level	Agreed Service Time
Level 1	Monday – Friday (excluding Bank Holidays) 08:00-18:00
Level 2	Monday – Saturday (excluding Bank Holidays) 08:00-18:00
Level 3	Monday – Sunday (including Bank Holidays) 07:00-21:00
Level 4	Monday – Sunday (including Bank Holidays); 00:00-23:59 (24 hours per day, 7 days per week)

5. Incidents

5.1 If the Services become Unavailable, the Buyer must report the Unavailability as an Incident to the Service Desk.

5.2 Incidents must be classified to one of the following four severity levels:

Severity Level	Description of impact of Incident
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Severity 1	The Services are Unavailable across the entire Buyer's estate
Severity 2	The Services are Unavailable at one of the Buyer's sites
Severity 3	The Services are Unavailable to an individual user
Severity 4	All other Incidents, including any Incidents raised initially at a higher Severity Level that were subsequently deemed to be attributable to the Buyer or in any other way not attributable to the Supplier.

5.2.1 The Supplier shall manage the Incident to resolution in accordance with this Call-Off Schedule, whilst keeping the Buyer appropriately informed of progress.

6. Service Level Performance Criteria**6.1 Availability**

6.1.1 The Supplier shall ensure that the Services are Available during the Agreed Service Time.

6.1.2 Achieved Availability is calculated as a percentage of the total time in a Service Period that the Services should have otherwise been Available to the Buyer using the following formula:

$$\text{Achieved Availability \%} = \frac{(\text{MP} - \text{SD}) \times 100}{\text{MP}}$$

Where:

MP means total time within the Agreed Service Time (excluding Planned Downtime, Imposed Carrier Downtime and any Unavailability attributable to Severity 3 or Severity 4 Incidents) within the relevant Service Period; and

SD means total service downtime within the Agreed Service Time within the relevant Service Period during which a Service and/or part thereof is Unavailable (excluding Planned Downtime, Imposed Carrier Downtime and any Unavailability attributable to Severity 3 or Severity 4 Incidents) within the relevant Service Period.

6.2 Incident Resolution

6.2.1 The Supplier shall ensure that Incidents are resolved within the Maximum Incident Resolution Time.

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6.2.2 Maximum Incident Resolution Times are determined by the Severity Levels and Service Maintenance Levels as set out in the following table:

Service Maintenance Level	Severity 1; and Severity 2	Severity 3	Severity 4 (Indicative Only)
Level 1	End of next Working Day	5 Working Days	1 Month
Level 2	End of next Working Day	5 Working Days	1 Month
Level 3	Incident reported by 13:00, resolved same day; reported after 13:00, resolved by 13:00 next Working Day	End of next Working Day	15 Working Days
Level 4	6 hours	End of next Working Day	10 Working Days

6.2.3 Each Incident will either be Resolved within the Maximum Incident Resolution Time, or it will not; and will be reported as such by the Supplier. The time taken to resolve the Incident is not material to this Service Level Performance Criteria.

6.2.4 Achieved Incident Resolution is calculated as a percentage of the total number of Incidents in a Service Period that should have been resolved within the Maximum Incident Resolution Time using the following formula:

$$\text{Achieved Incident Resolution \%} = \frac{(\text{TI} - \text{FI}) \times 100}{\text{TI}}$$

Where:

TI means the total number of Incidents raised by the Buyer during the Service Period (excluding Severity 4 Incidents); and

FI means the total number of Incidents raised by the Buyer during the Service Period that were not resolved within the Maximum Incident Resolution Time (excluding Severity 4 Incidents).

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6.2.5 Where an Incident is reported outside the Agreed Service Time, the Incident will be treated as if it has been reported at the beginning of the next Working Day.

6.2.6 The Incident will only be deemed to be Resolved once the Services are Available. However, the Supplier shall not formally close any Incident until the Buyer has confirmed that the Services are Available.

6.3 Quality

6.3.1 The Supplier shall ensure that the Services are delivered of a sufficient quality to meet the provisions of this Call-Off Schedule.

6.3.2 Measurement of answer and response times of the Service Desk will be based on the time taken for the Supplier to respond to the Buyer's call or email. Calls and emails receiving an automated response or calls placed into a queuing system shall be deemed not to have been answered.

6.4 Provisioning

6.4.1 The Services will be provisioned at the outset in accordance with any Implementation Plan and any failure to meet Milestones will be dealt with in accordance with the terms of this Call-Off Contract.

6.4.2 Any delivery of Services or part thereof subsequent to the successful conclusion of the Implementation Plan will be subject to the Service Levels identified in the Variation to this Contract that incorporates those changes; or failing any other agreed Service Level, in accordance with the Supplier's standard provisioning Service Levels.

7. Service Credits

7.1 This section sets out the basic agreed formula used to calculate a Service Credit payable to the Buyer as a result of a Service Level Failure in a given Service Period.

7.2 Service Credit payments are subject to the Service Credit Cap.

7.3 Annex 1 to this Part B of this Call-Off Schedule details the Service Credits available for each Service Level Performance Criterion in the event that the applicable Service Level Threshold is not met by the Supplier.

7.4 The Buyer shall use the Performance Monitoring Reports supplied by the Supplier under Part C (Performance Monitoring) of this Call-Off Schedule to verify the calculation and accuracy of any Service Credits applicable to each Service Period.

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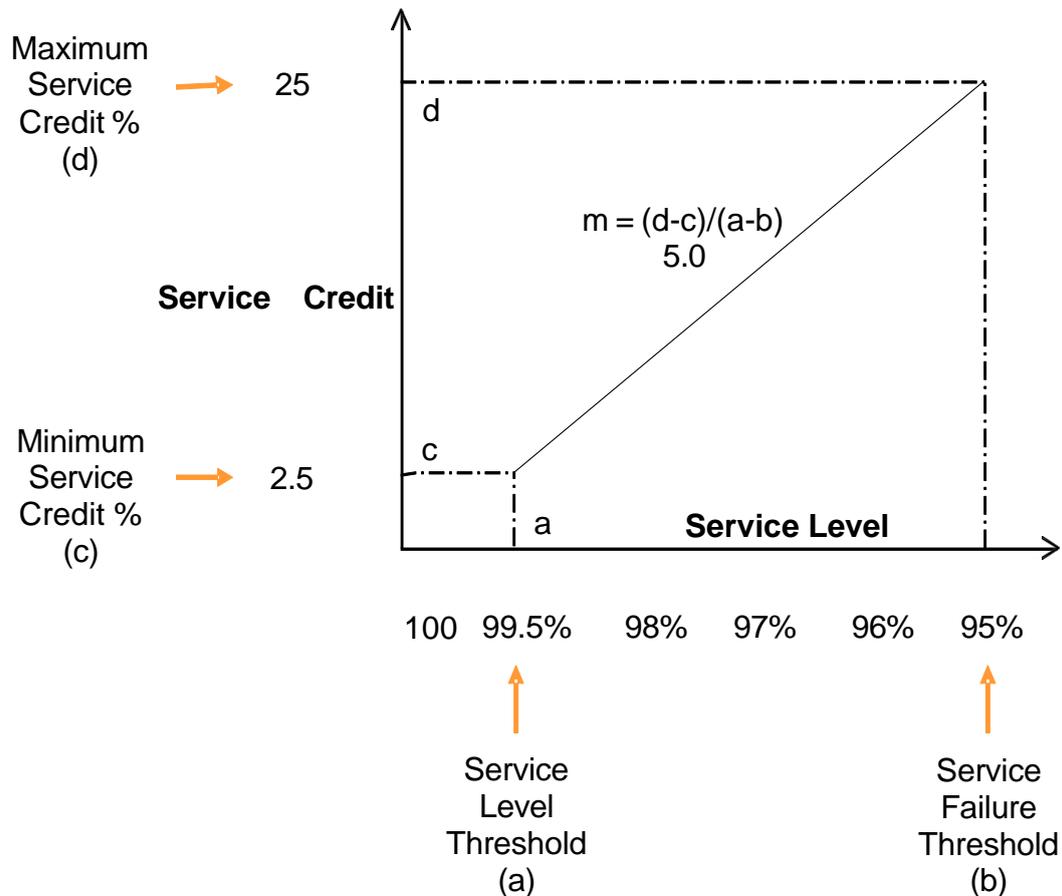
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- 7.5 Service Credits are a reduction of the amounts payable in respect of the Services and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in Annex 1 of Part B of this Call-Off Schedule.
- 7.6 The amount of Service Credit is determined by the tables in Annex 1 of this Part B of Call-Off Schedule 14, using the calculated Achieved Service Level Performance Criteria (e.g. Achieved Availability), the Service Level Threshold and the Service Failure Threshold and is calculated by using the straight line formula below:
- Service Credit % = $(m \cdot (a - x) + c)$** , where
- a* is the Service Level Threshold (%) below which Service Credits become payable;
- b* is the Service Failure Threshold (%);
- x* is the Achieved Service Level Performance Criteria (%) for a Service Period;
- c* is the minimum Service Credit (%) payable if the Achieved Service Level falls below the Service Level Threshold;
- d* is the maximum Service Credit (%) payable if the Achieved Service Level Reaches the Service Failure Threshold;
- m* is a coefficient defined for the services, which is calculated from the Formula $m = (d - c) / (a - b)$, that is the slope of the straight line;
- 7.7 Consequently, the Service Credit regime is shown diagrammatically as follows:

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7.8 The Service Credit (£) is subsequently derived as follows:

Service Credit (£) = contract charges x Service Credit (%)

7.9 An example Service Credit calculation for the Availability of a service, (offered herein for illustrative purposes only), is as follows:

Criteria	Coefficient (m)	Service Level Threshold % (a)	Service Failure Threshold % (b)	Minimum Service Credit % (c)	Maximum Service Credit % (d)
Availability	5.0	99.5%	95.00%	2.5%	25%

7.9.1 The Achieved Availability of a service was recorded as 97% for a Service Period. For this service, the Service Level Threshold is 99.5% and the Service Failure Threshold is 95%. The contract charges for the service for the Service Period are £3,000. Previous performance had exceeded the Service Level Threshold for Availability.

7.9.2 In this illustration example:

$$\text{Service Credit \%} = 5.0 \times (99.5 - 97.0) + 2.5 = 15\%$$

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therefore the Service Credit calculation is:

$$\text{Service Credit (£)} = \text{£3,000} \times 15\% = \text{£450.}$$

7.10 An example Service Credit calculation for Incident Resolution is as follows:

Criteria	Coefficient (m)	Service Level Threshold % (a)	Service Failure Threshold % (b)	Minimum Service Credit % (c)	Maximum Service Credit % (d)
Incident Resolution	0.25	95.0%	85.00%	2.5%	5%

7.10.1 The Service Level Threshold is 95% of all incidents to be resolved within a specified time with the Service Failure Threshold being 85%. Assume that the Buyer has 80 Incidents within a Service Period, 10 of which were not resolved within the specified time. Therefore, the Achieved Incident Resolution is 87.5% for the Service Period. The contract charges for all the services that the Buyer is consuming are £50,000 per Service Period. Previous performance had exceeded the Service Level Threshold for Incident Resolution Times.

7.10.2 In this illustration example:

$$\text{Service Credit \%} = 0.25 \times (95 - 87.5) + 2.5 = 4.375\%$$

Consequently, the illustrated Service Credit calculation is:

$$\text{Service Credit (£)} = \text{£50,000} \times 4.375\% = \text{£2,187.50.}$$

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PART B Annex 1: Long Form Services Levels and Service Credits Table**1. Availability****1.1 Services (excluding the Service Desk)**

Service Maintenance Level	Coefficient (m)	Service Level Threshold % (a)	Service Failure Threshold % (b)	Minimum Service Credit % (c)	Maximum Service Credit % (d)
1	N/A	N/A	N/A	N/A	N/A
2	1.3	95%	80%	5%	25%
3	2.86	97%	90%	5%	25%
4	5	99%	95%	5%	25%

1.2 Service Desk

Service Maintenance Level	Coefficient (m)	Service Level Threshold % (a)	Service Failure Threshold % (b)	Minimum Service Credit % (c)	Maximum Service Credit % (d)
All	5	99%	95%	5%	25%

2. Incident Resolution

Number of Incidents per Service Period	Coefficient (m)	Service Level Threshold (a)	Service Failure Threshold (b)	Minimum Service Credit % (c)	Maximum Service Credit % (d)
39 or fewer	Not applicable	No more than 2 Incidents are Resolved in excess of the max Incident Resolution Times	5 or more Incidents are Resolved in excess of the max Incident Resolution Times	2.5% (payable when 3 Incidents breach the Service Level Threshold in any Service Period)	5% (payable when 4+ Incidents breach the Service Level Threshold in any Service Period)
40 and more	0.25	95%	85%	2.5%	5%

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3. Quality**3.1 Service Desk:**

Criteria	Coefficient	Service Level Threshold	Service Failure Threshold	Minimum Service Credit	Maximum Service Credit
Calls Answered within 60 seconds	0.25	90%	80%	2.5%	5%
Email Responded to within one (1) Working Day	0.083	90%	60%	2.5%	5%
Abandoned Calls	0.25	95%	85%	2.5%	5%

3.2 Data Service

3.2.1 Where the Buyer has procured Services that include data services, the following provisions will apply:

- (a) The Services will only be deemed to have been Delivered once the Buyer has tested and accepted the quality of the data service;
- (b) Subsequent to Services commencement, where the Buyer believes the quality of the data service is not acceptable:
 - (i) an Incident will be raised with the Service Desk;
 - (ii) the Supplier shall investigate the Incident;
 - (iii) Subsequent to the investigation, if:
 - (A) a fault is found, the Incident is Resolved as any other Incident;
 - (B) a fault is not found and the Buyer still believes the quality of the data service is unacceptable, the Supplier shall evidence to the Buyer that the data service complies with relevant Standards.
 - (iv) In the event that a fault is not found and the Supplier cannot evidence to the satisfaction of the Buyer that the data service complies with relevant Standards, the Service will be deemed Unavailable from the

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time that the Incident was first raised with the Service Desk and the Incident Resolution Time will be accordingly measured from that time.

3.3 Voice Service

3.3.1 Where the Buyer has procured Services that include voice services, the following provisions will apply:

- (a) The Services will only be deemed to have been Delivered once the Buyer has tested and accepted the quality of the voice service;
- (b) Subsequent to Services commencement, where the Buyer believes the quality of the voice service is not acceptable:
 - (i) an Incident will be raised with the Service Desk;
 - (ii) the Supplier shall investigate the Incident;
 - (iii) Subsequent to the investigation, if:
 - (A) a fault is found, the Incident is Resolved as any other Incident;
 - (B) a fault is not found and the Buyer still believes the quality of the voice service is unacceptable, the Supplier shall evidence to the Buyer that the voice service complies with relevant Standards.
 - (iv) In the event that a fault is not found and the Supplier cannot evidence to the satisfaction of the Buyer that the voice service complies with relevant Standards, the Service will be deemed Unavailable from the time that the Incident was first raised with the Service Desk and the Incident Resolution Time will be accordingly measured from that time.

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PART B Annex 2: Critical Service Level Failure

1. CRITICAL SERVICE LEVEL FAILURE

1.1 A Critical Service Level Failure will be deemed to have occurred if the performance of the Services falls below the same Service Failure Threshold on three (3) occasions in any six (6) consecutive Service Periods.

1.2 In the event of a Critical Service Level Failure, the Buyer shall be entitled to terminate this Call-Off Contract for material Default.

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PART C: Performance Monitoring

1. Performance Monitoring and Performance Review

- 1.1 Part C to this Call-Off Schedule provides the methodology for monitoring the provision of the Services:
 - 1.1.1 to ensure that the Supplier is complying with the Service Levels; and
 - 1.1.2 for identifying any failures to achieve Service Levels in the performance of the Supplier and/or provision of the Services (may also be referred to as a "Performance Monitoring System").
- 1.2 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 1.3 The Supplier shall report all failures to achieve Service Levels and any Critical Service Level Failure to the Buyer in accordance with the processes agreed in Paragraph 1.2 of Part C of this Call-Off Schedule above.
- 1.4 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 1.2 of Part C of this Call-Off Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 1.4.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 1.4.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 1.4.3 details of any Critical Service Level Failures;
 - 1.4.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 1.4.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 1.4.6 such other details as the Buyer may reasonably require from time to time.
- 1.5 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the

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Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall (unless otherwise agreed):

- 1.5.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
- 1.5.2 be attended by the Supplier's representative and the Buyer's representative; and
- 1.5.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.
- 1.6 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's representative and the Buyer's representative at each meeting.
- 1.7 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

2. Satisfaction Surveys

- 2.1 The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.

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PART C ANNEX 1: ADDITIONAL PERFORMANCE MONITORING REQUIREMENTS

Not used.

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RM3808 - Network Services 2

Service Offer Reference: RM3808-Lot1-VodafoneLtd-#043

Lot(s): 1

Effective Date: 01/07/2022

Expiry Date: 16/08/2023



Together we can
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1. The Service – Overview and why Vodafone

- 1.1. IPVPN is a secure, private Wide Area Network (WAN) service which supports data, voice, and video traffic virtually over a shared packet network. IP-VPN can be used for point to multi-point or “any to any” wide area communications. IP-VPN is based on a Multi-Protocol Label Switching (MPLS) core, transporting IP traffic
- 1.2. Vodafone provides you with wide area connectivity for the provision of a managed or unmanaged point-to-point data-only connection and/or point-to-internet/cloud data-only connection. (The “Service”).
- 1.3. Our world-class IP-VPN solution meets the needs of small businesses, corporates, government, and multinational organisations. Extensive, local, and international, fixed, and mobile network infrastructure that connects all your sites and workers – and a reliable, secure, and cost-competitive service.

2. Conditions on the Buyer

- 2.1. In the event of a conflict between the terms and conditions included within this Service Offer and the RM3808 Framework or Call-Off terms, then the Framework or Call-Off terms will take precedence.

This Service Offer is available to Buyers that meet and agree to the following criteria:

2.2. General Conditions on the Buyer

- a) In accordance with Joint Schedule 7 (Financial Difficulties) paragraph 2.2, Joint Schedule 7 (Financial Difficulties) shall not apply to any Call-Off Contract entered into incorporating this Service Offer.
- b) Authorised Users: Access by Buyer to the Services and Equipment is limited to authorised Users. If Vodafone provides each authorised User with User Details, Buyer is responsible for: (a) The security of the User Details; and (b) providing Vodafone with the identity of the authorised Users and keeping that information current. Vodafone accepts no liability for any unauthorised or improper use or disclosure of any User Details. Buyer is liable for all acts and omissions conducted using the User Details up until the time that it informs Vodafone that they are being used without authority or may be compromised.
- c) Additional Service Recipient: If Buyer wishes to add Additional Service Recipients, the Buyer shall: (a) provide the full corporate details of the Additional Service Recipient; (b) seek approval in writing from Vodafone; (c) inform the Additional Service Recipient of the contractual arrangements; and (d) agree to pay such additional charges as Vodafone may reasonably request in relation to the approval of such requests.
- d) Save as expressly permitted under this Agreement, Buyer shall not resell, distribute, provide or sub-license the Services or Equipment (except Buyer Equipment) to any third party.
- e) Buyer shall take appropriate measures to back up data and otherwise protect against loss of data under this Agreement.
- f) Terms of use: Buyer shall not (a) make unauthorised modifications to the Services (b) use the Services as a means to establish permanent services, relay connections or interconnection services or any similar commercial activities, (c) do anything that causes the Network to be impaired; (d) use automated means to make calls, texts or send data (including via a GSM Gateway), unless expressly authorised in this Agreement or (e) use the Services in a way that may reasonably be considered to be a nuisance, defamatory, offensive, abusive, obscene or in a violation of any person’s rights or is illegal, fraudulent or contrary to good faith commercial practise to Vodafone’s detriment. Buyer shall comply with the AUP in using the Services. Buyer shall notify Vodafone immediately of any breach of security or unauthorised use of the Services.

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- g) Service Monitoring: Buyer gives express consent for Vodafone to monitor Buyer's use of the service (and disclose and otherwise use the information obtained) only to: (a) the extent allowed by applicable law; (b) comply with applicable law; (c) protect the Network from misuse; (d) protect the integrity of the public internet and/or Vodafone's systems and Networks; (e) the extent necessary to determine if Buyer has breached any conditions or restrictions on use of the Service; (f) provide the Service; and /or (g) take other actions agreed or requested by Buyer.
- h) Security: Buyer shall take reasonable steps in line with commercial good practise with entities it controls to limit misuse or threat to the Service or Network; and address any misuse or threat identified by Vodafone through the implementation of appropriate security or user controls. Buyer must seek prior approval from Vodafone before running any security tests, vulnerability scans or penetration tests on Equipment or Services.
- i) Buyer acknowledges that Buyer Equipment not authorised for use on the Network or any unauthorised attempt to repair or tamper with the Equipment may result in an impaired User experience and/or invalidate the manufacturer's warranty.
- j) Buyer must maintain, install, update, or follow Vodafone's reasonable recommendations regarding Equipment maintenance or upgrades.
- k) Equipment that is (i) out of manufacturer's warranty; or (ii) End Of Life is used at the Buyer's risk unless expressly agreed otherwise by Vodafone.
- l) Buyer shall:
 - i) Appropriately configure its Equipment to enable consumption of the Service.
 - ii) Maintain Buyers Equipment
 - iii) Provide details to facilitate the delivery, provisioning and billing of the Services requested by Vodafone at the time of ordering.
 - iv) Secure and keep in place, or assist Vodafone to obtain (at the Buyer's cost), all relevant third-party consents and approvals necessary for the purposes of providing, and preparing for the provision of, the Service. Such consents and approvals include obtaining any necessary wayleave on Vodafone's standard terms.
- m) Where Buyer terminates the Call-Off Contract during the Initial Period, the Buyer agrees to pay Vodafone's reasonable and proven losses resulting from the termination of the Call-Off Contract.
- n) This Service Offer is subject to survey. In the event the Site Survey output results in an increased price from the Call-Off Contract then the Buyer has the right to cancel in accordance with the terms of this Service Offer and Call-off Contract.
- o) Unless otherwise agreed and stated in the Buyer's Call-Off Contract, the Buyer will be liable for any additional costs charged to Vodafone by third parties in connection with the provision of the Services. Such charges (often referred to as Excess Construction Charges) are detailed in the Ancillary Services section of this Service Offer. These charges will be notified to the Buyer before any construction works take place and In the event that this results in an increased price from the call off the Buyer has the right to cancel this call off contract in accordance with the terms of this Service Offer and Call off Contract.
- p) Format: If Buyer requires this Service Offer (including bills, communications, or any document referred to therein) in a different format, please contact your Vodafone account manager, or frameworks_team@vodafone.com who will clarify Buyer requirements.

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2.3 Fixed Services Conditions on the Buyer

- a) **Service Commencement Date:** Buyer shall notify Vodafone within 5 Working Days of the Service Commencement Date if the Services do not conform to the standard testing criteria and provide sufficient supporting details. Upon receipt of notification, Vodafone shall take reasonable action to meet the standard testing criteria.
- b) **Vodafone-Owned Equipment:** The following will apply where Vodafone provides Fixed Equipment for Buyer's use with a Service:
 - i) **Title:** Title to the Fixed Equipment at all times belongs to Vodafone, its suppliers, or subcontractors (subject only to any rights which may be granted to Buyer in respect of Vodafone Software as set out in this Service Offer).

Buyer Obligations: Buyer agrees to:

- ii) provide secure storage for Fixed Equipment that is sent to Buyer Sites prior to installation;
- iii) use the Fixed Equipment only for the purpose of using the Services, in accordance with Vodafone's instructions and applicable Law;
- iv) allow only Vodafone's authorised representatives to add to, move, modify, inspect., test or alter the Fixed Equipment (either on Buyer Site or remotely);
- v) adequately insure for, and notify Vodafone immediately of, loss, breach or suspected breach or damage to the Fixed Equipment;
- vi) only connect the Fixed Equipment to the Network using a network termination point that has been approved in advance by Vodafone;
- vii) have a Router on the Buyer Site(s) to use the Service. Any additional Buyer Equipment required to use the Service shall be identified in the Call-Off Contract.
- viii) provide Vodafone with adequate power supply, connection, and space for the operation of the Fixed Equipment at Buyer Sites and in the case of BPE, patch cords and cabling and provide Vodafone 10 Working Days' notice of any known disruptive event (such as power disconnection); and additionally, specifically in relation to BPE:
 - A) appoint a local security representative to ensure the physical security of the BPE who will grant access by approved authorised personnel only and conduct routine physical checks, including ensuring tamper evident labels remain intact; and
 - B) ensure that the physical environment in which the BPE is housed is appropriate for the protective marking of the data being transmitted through such Fixed Equipment. In particular (i) BPE must be located in a communications room or other isolated area that is suitable to limit the occurrence of accidental or malicious damage to the BPE; and (ii) if the BPE is located in a shared environment, then it must be kept in a dedicated locked cabinet or rack. If that is not possible, robust access control mechanisms must be implemented by Buyer, with access only available with prior approval from Buyer's local security representative.
- c) **Buyer Equipment:** Where Buyer provides Buyer Equipment for use with a Service Buyer shall (and Buyer acknowledges that failure to do so will excuse Vodafone from liability for failure to deliver the Service):
 - i) install and configure the Buyer Equipment at the Buyer Sites by the date necessary to allow Vodafone to perform its obligations;
 - ii) maintain the Buyer Equipment including prompt installation of security patches and updates;

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- iii) promptly after the Service terminates, give Vodafone access to and reasonable help with disconnecting Buyer Equipment from the Service; and
- iv) warrant and undertake that Buyer has full authority to permit Vodafone to perform the Services using the Buyer Equipment
- d) Buyer Sites: For the purposes of preparing for and delivery of the Services, Buyer shall:
 - i) carry out, or permit Vodafone or its subcontractors to conduct, a Site Survey;
 - ii) prepare the Buyer Site for the Services in accordance with Vodafone's instructions;
 - iii) allow and/or have in place (or assist Vodafone to do so at Buyer's cost) all third-party consents necessary to allow Vodafone or its subcontractors and agents (and obtain consents from third parties to allow) to:
 - A) access the Buyer Sites, and any Buyer Equipment, Fixed Equipment or Equipment, and third-party property located there, as Vodafone reasonably requires to perform its obligations under this Agreement (including for the purposes of installing and uninstalling Equipment (whether in the Buyer Sites or outside) and providing and preparing for the provision of, the Services) and including access outside Working Hours; and
 - B) ensure that Buyer Sites are safe and have a suitable working environment.
 - iv) Asymmetric Access Bandwidths: Where Buyer Sites are connected by Asymmetric Access Bandwidths, Vodafone shall inform Buyer of the date of the Buyer Site visit but may not confirm an exact time.
- e) Emergency Services:
 - i) General: In the event of a power cut or failure affecting Buyer's fixed line and/or broadband Service, or a failure of the internet connection on which the Service relies, Buyer may not be able to make calls including calls to emergency services. This may also affect any calls using the internet including calls to emergency services (see, below in 2.3(e)(iii)).
 - ii) Buyer obligations: Buyer shall:
 - A) provide Vodafone with complete and accurate Buyer Site address information; and
 - B) give Vodafone at least 30 days' written notice of any change to the location of any Fixed Equipment and to any change to the relevant Buyer Site address information
 - C) Buyer acknowledges that any failure to provide the information required may render emergency services unable to identify User's location.
 - iii) Calls using the internet: Additionally, where a Service places calls using the internet, Buyer shall:
 - A) make Users accessing the Service via a soft client aware that Vodafone may be unable to automatically determine their location if they make an emergency services call using the Services; and
 - B) ensure that such Users provide their location details in the event that they make an emergency services call using the Services. In the event of a power failure, the emergency call placed will be routed over the Network and not through the Service; and
 - C) provide registered address where a Buy or User will make calls over the internet including if there are multiple addresses where such calls will be made, and keep information on all such locations up to date.

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2.4. Tiered Support Services conditions on Buyer

- a) Buyer shall provide Vodafone with an email address for correspondence and shall be responsible for keeping Vodafone updated of any change.
- b) Buyer shall carry out an initial analysis of any Incident reported to its Buyer's Service Desk, to establish whether the Incident should be referred to Vodafone. Buyer shall ensure it provides Vodafone with a key site list of all Buyer Sites that require BMI on or before the Service Commencement Date and shall further ensure that it notifies Vodafone of any updates or amendments to the key site list during the relevant Initial Period. The Buyer is required to ensure that the first key site list and any updates or amendments to the key site list are notified by email to the appointed service manager at Vodafone.
- c) Service Desk: Buyer's Service Desk is the service desk provided by Buyer that will be the initial point of contact between Vodafone and Buyer, in relation to the Tiered Support Services.
- d) Buyer shall nominate, and notify Vodafone of, one or more points of contact that shall be the primary management interface between Buyer and Vodafone and who shall have the authority contractually to bind Buyer for the purpose of enabling Vodafone to deliver the Tiered Support Services.

2.5. IP-VPN Conditions on the Buyer

- a) Buyer shall not (and shall ensure that its Users shall not) connect or seek to connect the Services to the public switched telecommunications network (PSTN) otherwise than in accordance with Applicable Law.
- b) The services under this Service Offer are available to Buyer Sites located on the UK mainland (England, Scotland, and Wales) and Northern Ireland.
- c) The services are supplied in accordance with the Vodafone Acceptable Use Policy, and Recovery Policy which are available on request.
- d) The Buyer shall at the time of ordering any of the Services under this Service Offer:
 - i) Provide full details of the Services required and the Buyer site locations to enable validation of the Call-Off Contract. Such details shall include:
 - A) Access and/or Service Bandwidth required
 - B) Rack location
 - C) Room name or room number
 - D) Building name, number, and floor.
 - E) Street name, town, city & postcode
 - ii) For each Buyer Site location, the Buyer shall provide a site contact name and contact details to include:
 - A) Contact telephone and email address
 - iii) provide 10/100/1000 Mbit/s Ethernet (IEE802.3/IEE802.3u) LAN port and RJ45 cable to connect to the BPE router or alternative interface agreed at time of order
- e) Where the services are to be provisioned at a Buyer site that is owned by a third-party landlord the Buyer shall advise the landlord or site owner's details including:
 - i) Landlord or site owner company name
 - ii) Name of nominated representative, including contact details
 - iii) Landlord or site owner building address including:

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- A) Room name and/or room number
 - B) Building name, number, and floor.
 - C) Street name, town, city & postcode
- f) The Buyer shall provide full details to enable billing of the Service including:
- i) Billing contact name, telephone, and email contact details
 - ii) Purchase order references
 - iii) Billing entity/company name
 - iv) Billing address
 - v) VAT Registration Number
- g) Appropriately configure its equipment to enable consumption of the Service;
- h) Maintain its own equipment;
- i) PSTN and IP Voice / Video services: Buyer acknowledges that the Service is not a public voice service. Buyer and its Users shall not connect or seek to connect the Service to any public voice service, including the public switched telecommunications network (PSTN) or other voice or video services (e.g., voice over IP) unless Buyer purchases such services from Vodafone or Buyer is permitted to connect the Service to a PSTN in accordance with Applicable Law.
- j) Public Internet service: Buyer acknowledges that the Service is not a public Internet service. Buyer and its Users shall not connect or seek to connect the Service to a public Internet service and/or enable the use of public Internet for any voice or video communication service (e.g., voice over IP), unless Buyer purchases public internet service from Vodafone or Buyer is permitted to connect the Service to a public internet service in accordance with Applicable Law.
- k) Security Obligations: Buyer will: (a) design, implement, manage, and archive configuration of internal IP protocols, LAN information and access lists; (b) provide reasonable security on the Equipment and Buyer's private networks to limit misuse of or threat to the Service, Equipment or Network;(c) address any misuse or threat identified by Vodafone through the implementation of further security or user controls.
- l) Classes of Service: If Vodafone does not provide a Vodafone Supplied Router, Buyer is responsible for configuring the Buyer Supplied Router in accordance with the relevant CoS codes. Failure to do so will prevent the CoS profile from working and Vodafone shall have no liability in respect of such a failure.
- m) Buyer may propose a change to the Service by written request ("Service Change Request Procedure"). Upon agreement, the Parties must authorise the change in the form of a change Order or other written amendment to the Agreement (a "Change Order"). Vodafone has no obligation to commence work in connection with a change until a Change Order is executed by the Parties. If it is necessary to use additional resources or to incur any other additional costs in making a change, they shall be calculated as a change to the Charges.
- n) Regulated Items: The use, export, and/or import of certain Equipment are subject to Applicable Laws ("Regulated Items"). Buyer must only deploy, export, import, and/or disclose Regulated Items in strict compliance with all Applicable Laws, and specifically Applicable Laws regarding encryption. If Applicable Law prohibits the export, re-export, import, and/or use of a Regulated Item in certain jurisdictions, that prohibition may preclude the use of the Service in those jurisdictions.

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- o) Simple Network Management Protocol:
 - i) Vodafone may withdraw the SNMP if: (a) in Vodafone's opinion, it represents a potential or actual security risk to the Services; (b) it is used by the Buyer in a way which constitutes a breach of the Agreement or results in a breach by Buyer of the SNMP read-only access service security; or (c) in Vodafone's reasonable opinion, it prevents further enhancements to Vodafone's services, including but not limited to the Services.
 - ii) If Buyer's use of the SNMP read-only access Service deliberately, negligently, or recklessly causes an impact on Network or device performance, Buyer shall be liable for the costs incurred by Vodafone for rectifying the problem.
 - p) DSL: Where any Buyer Sites are connected to the Backbone by an access circuit using DSL, or SISA utilising DSL the following shall apply:
 - i) Pre-sales availability checks are not an absolute guarantee that the access method, or specific variant, can be provided.
 - ii) The provision of the Service is conditional upon confirmation from any third-party supplier to be used in connection with the Service that it is able, and agrees, to provide the access method and, if relevant, installation and/or survey services, at the relevant Buyer Site.
 - iii) Where an ordered access circuit or service, cannot be provided, Vodafone will advise Buyer of alternative options and Charges. Buyer may order an alternative or cancel such service or access circuit, without incurring an applicable Recovery Charge.
 - iv) Where Buyer Sites are connected by DSL, Vodafone shall inform Buyer of the date of the Buyer Site visit but may not confirm an exact time.
 - q) Ethernet Access:
 - i) Where dual access is provided using third party access circuits, Vodafone cannot guarantee end-to-end diversity of the access circuits.
 - ii) Where an access circuit ordered cannot be provided at a Buyer Site, Vodafone will advise Buyer of alternative options and Charges. Buyer may order an alternative or cancel, without incurring an applicable Recovery Charge.
 - r) Secure Internet Site Access:
 - i) Where Secure Internet Site Access is ordered by the Buyer as an access method, Vodafone will provide access to the Service via an encrypted tunnel over a local in-country public internet access service.
- 2.6. Secure Remote User Access conditions on the Buyer
- a) Buyer must: (a) regularly check the User sessions; (b) download any required historical records; and (c) notify Vodafone immediately in the event of any unusual or suspicious records. If a PIN or password is compromised, Buyer shall immediately disable the account, or reset the PIN or password, using the web interface. If an administrator PIN or password becomes compromised, Buyer shall immediately inform Vodafone.
 - b) Only versions of the VPN client provided by Vodafone to Buyer must be installed by Buyer on a User's computers. If Buyer uses a version of the VPN client, which has not been provided by Vodafone, Vodafone will not be able to provide the Secure Remote User Access.

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- 2.7. Secure Network Gateway conditions on the Buyer
 - a) Buyer shall provide Vodafone with accurate and up to date information relating to the configuration of the policies associated with the firewall throughout the initial period.
 - b) While SNG Service is designed to prevent outsiders from gaining access to the IP-VPN and provides an effective method of monitoring and limiting access, it may not prevent some instances of unauthorised access to the IP-VPN.

3. Outline Implementation Plan

- 3.1. Vodafone provides you with a comprehensive service, moving you from the Service Commencement Date per the Call-Off Contract to your first bill. Vodafone's outline Implementation Plan is detailed below, and this will be updated to become the draft Implementation Plan once the Call-Off Contract has been received by Vodafone:
 - a) Vodafone will validate the Call-Off Contract containing the details of the Services being implemented under this Service Offer.
 - b) Vodafone will confirm the Call-Off Contract with a representative from the Buyer's organisation advising of any missing details.
 - c) Once all details are provided by the Buyer, Vodafone will submit the order for delivery and advise the Ready for Service target date to the Buyer.
 - d) Vodafone will manage the intermediate activities supporting the implementation process.
 - e) Vodafone will conduct end-to-end testing and confirm to the Buyer when the Service is ready for use.

4. Exit Management Plan

- 4.1. Whether the Buyer would like to cease or move their services to a new provider entirely, Vodafone's Exit Management plan is outlined below;
 - a) The Buyer will notify Vodafone of its plan to cease or migrate away from any service within the minimum termination period agreed within the call off-contract.
 - b) Vodafone will extract a contract end date report which will detail the current account set up and any applicable termination fees that will apply to the Buyers final invoice.
 - c) Upon formal request from the Buyer, Vodafone, where applicable, will generate relevant authorisation/ decommissioning codes within the regulatory time period.
 - d) The Buyer will manage their relationship and migration plan with their new supplier and, if applicable, share any relevant data provided by Vodafone to their new supplier

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**5. Service Level Agreement**

5.1. For the purposes of this Service Offer:

- a) The provisions of this Service Level Agreement are compliant with the Service Maintenance Level 1 as set out in Schedule 14 of the Call-Off Terms.

Vodafone Tiered Support Service Model

- a) In addition to the Service Level Agreement in Service Maintenance Level 1 as set out in Schedule 14 of the Call-Off Terms the Buyer will also benefit from the following additional Tiered Support Service Model (“TSSM”) as part of the Service,

- i) Service Request Fulfilment Support Services:

A) Response and Acknowledgement

Deliverable	Contact Method	SLT
Vodafone Initial Response	Email	Near Instant

- ii) Incident Management Support Services:

A) Incident Management Response and Acknowledgement:

Deliverable	Contact Method	SLT
Vodafone will provide the means to report an Incident and provide an Initial Response by the same means.	Telephone	90% of calls answered <20 seconds

- iii) Incident Management Diagnosis:

Deliverable	Contact Method	SLT
Following an Initial Response and as part of initial diagnosis, Vodafone will: <ul style="list-style-type: none"> (a) determine the Infrastructure Service or Supported System on which the incident has occurred; and (b) determine the perceived impact and urgency of the incident including assessment against the criteria for a Major Incident Vodafone will route the Incident Record to the appropriate support function for expert diagnosis and subsequent management.	Telephone	<30 minutes
Vodafone will contact the party raising the incident to confirm Resolution and closure.	Telephone	<24 hours from Resolution

- iv) Financial Management (Billing) Support Services:

A) Billing Queries:

Deliverable	Contact Method	SLT
Vodafone will provide the means to raise billing queries and provide an Initial Response via email	Email	Near Instant
Vodafone will ensure that all billing queries received via email are Acknowledged	Email	<24 hours

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v) Operational Change Management Support Services

- A) A Vodafone-designated “Change Manager” will be responsible for changes and the change management process established by Vodafone from time to time. The Change Manager may be from Vodafone, Buyer or a third party, dependent upon where Vodafone (acting reasonably) determines that responsibility for change governance resides.

B) Notification of Planned and Essential Operational Changes:

Deliverable	Contact Method	SLT
Vodafone will provide notification of a Planned Outage	Email	10 Working Days
Vodafone will notify Buyer in advance, where reasonably possible, of the scheduling of an Essential Outage	Email	>48 hours

vi) Service Request Catalogues

- A) Vodafone may make one or more “Service Request Catalogues” available to Buyer through its online portal at OnePortal (“Portal”). A URL for the Portal will be provided to the Buyer via the support handbook. Service Request Catalogues contain information about the Tiered Support Services and Service Requests, including those Service Requests that will be self-serviced by the Buyer and those that will be serviced by Vodafone, broken down by Service.
- B) Any Service Request Catalogue information made available to Buyer is provided for guidance only; it is not binding on Vodafone and does not form part of this Agreement.
- C) Vodafone may change the information contained in the Service Request Catalogue at its discretion, via a catalogue update, provided that the changes do not materially affect the nature of the Tiered Support Services delivered to Buyer.

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6. Optional Schedules

This Service Offer assumes that the Buyer is not electing to take any of the following Optional Schedules;

- 6.1. Call-Off Schedule 3 of the Call-Off Contract shall not apply.
- 6.2. Call-Off Schedule 4 of the Call-Off Contract shall not apply.
- 6.3. Call-Off Schedule 7 of the Call-Off Contract shall not apply.
- 6.4. Call-Off Schedule 10 of the Call-Off Contract shall not apply.
- 6.5. Call-Off Schedule 13 of the Call-Off Contract shall not apply.
- 6.6. Call-Off Schedule 15 of the Call-Off Contract shall not apply.
- 6.7. Call-Off Schedule 16 of the Call-Off Contract shall not apply.
- 6.8. Call-Off Schedule 17 of the Call-Off Contract shall not apply.
- 6.9. Call-Off Schedule 18 of the Call-Off Contract shall not apply.
- 6.10. Call-Off Schedule 20 of the Call-Off Contract shall not apply.
- 6.11. Call-Off Schedule 22 of the Call-Off Contract shall not apply.
- 6.12. Joint Schedule 9 of the Call-Off Contract shall not apply.
- 6.13. Joint Schedule 12 of the Call-Off Contract shall not apply.

Should the Buyer wish to take any of the above schedules, then these may be subject to additional charges. Please contact your Vodafone account manager, or frameworks_team@vodafone.com who will clarify your requirements, and where needed publish a new Service Offer containing the selected Optional Schedules.

7. Mandatory Schedules

- 7.1. In accordance with the Supplier's obligations under any Call-Off Contract, Vodafone has developed and will maintain the following reports and plans, which are available to view, download, print or save, on Vodafone's Public Sector Portal. By entering into a Call-Off Contract Buyer confirms that it accepts the following reports and plans as is, with no alteration:
 - a) Call-Off Schedule 1 (Transparency Reports) - Transparency Report in accordance with Call-Off Schedule 1.
 - b) Call-Off Schedule 8 (Business Continuity and Disaster Recovery) – Business Continuity and Disaster recovery Plan in accordance with Call-Off Schedule 8.
 - c) Call-Off Schedule 9 (Security) - Security Management Plan in accordance with Call-Off Schedule 9. The Security Management Plan for any Deliverables purchased under this Service Offer shall be the Supplier's Security Management Plan published on Vodafone's Public Sector Portal. By entering into a Call-Off Contract the Buyer acknowledges and agrees:
 - i) the Supplier has prepared and delivered the Security Management Plan (published as set out above) to the Buyer; and
 - ii) the Buyer has approved the Security Management Plan, in accordance with Call-Off Schedule 9 (Security) Part A: Short Form Security Requirements.

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8. Service Description and Price Card

8.1. Primary Services

IP-VPN is a secure, private Wide Area Network (WAN) service which supports data, voice, and video traffic virtually over a shared packet network. IP-VPN can be used for point to multi-point or “any to any” wide area communications. IP-VPN is based on a Multi-Protocol Label Switching (MPLS) core, transporting IP traffic.

The service enables the Buyer to establish a private wide area network to underpin critical communications. An IP Virtual Private Network (VPN) is built and configured between various nominated Buyer Sites, which are connected to the Vodafone IP-MPLS Network using a range of site topologies and network access methods to meet availability and performance requirements.

The IP-VPN Service provides the Buyer with data connectivity between Buyer sites and enables the sharing of data services between each of the connected sites. If the Buyer requires any technical information beyond the scope of this Service Offer in relation to the Vodafone IP-VPN service, a technical specification can be made available on request by contacting your Vodafone account manager, or frameworks_team@vodafone.com.

a) The main service components of the IP-VPN service are:

- i) Access circuit – this connects a Buyer Site to a port on Vodafone’s MSP network. The port bandwidth can be throttled allowing the Buyer to pay only for the service bandwidth which it needs. Backup and Resilience options are also supported.
- ii) Class of Service (QoS) – the IP-VPN service supports the standard six (6) traffic differentiation classes on all Ethernet access types (not available on ADSL16 and FTTC Elevated 40/10). These are summarised in the below table
- iii) Router hardware – The service can be provided on a wires-only basis or inclusive of managed edge router hardware
 - A) Vodafone Supplied Router - If the Vodafone Supplied Router becomes unsupported by the manufacturer, Vodafone may replace the Vodafone Supplied Router with an equivalent supported router at Vodafone’s discretion.
- iv) Service and support on a 24x7x365 basis with proactive monitoring (Severity Level 1-2 Incidents) and 24/7 Incident Management; including interface down, BGP routing failure, bouncing interfaces, unreachable device.

b) Optional features of the IP-VPN service are:

- i) Network Based Internet Access and network-based Firewall including Secure Network Gateway – access to the Internet from within the network securely
- ii) Secure remote User Access – remote access to your IP-VPN network for users working from remote locations
- iii) Secure Internet Site Access – a remote access connectivity to your IP-VPN network for users or 3rd parties working at a specific remote location
- iv) Cloud Connect – access to centralised cloud-based applications from within your IP-VPN network hosted within cloud providers such as Amazon and Microsoft.

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Quality of Service classes and recommended use.

The IP-VPN service supports differentiation of traffic across the network by the application of Quality of Service. The six classes available are shown below. A service can consist of a single class; two classes or more or all classes on the same site connection and network as befits the Buyer requirements

Class of Service	Description	Typical Applications	Application Characteristics
Premium	The highest-level CoS, prioritised over all other traffic.	Voice, Video Conferencing	Real time, business critical, designed for voice.
Enhanced 1 Enhanced 2 Enhanced 3	Three Enhanced classes to enable separation of different types of critical traffic.	Enterprise applications such as Citrix, Oracle, SAP. Financial transactions, streamed video. Allocating applications to an Enhanced CoS can protect them from high-bandwidth, low-priority traffic such as FTP and HTTP downloads.	Important, interactive, less sensitive to jitter but still delay sensitive.
Standard		Email, web browsing, FTP, HTTP downloads.	Not real time or interactive. Not sensitive to jitter or delay but more important than reasonable efforts traffic (Default Class)
Default	The lowest-level CoS.	Email, web browsing, FTP, HTTP downloads.	Not real time or interactive. Not sensitive to jitter or delay

The VPN port bandwidth Annual Recurring Charge defined under this Service Offer is for Default class bandwidth. Charges for other traffic classes are detailed section 8.15 and are in addition to the VPN port bandwidth Annual Recurring Charge.

Additional default class traffic is selected by choosing the relevant VPN port bandwidth. Standard class is charged at the same rate as default class and where required must be stated at time of order.

- c) The Charges payable in respect of this Service are set out in the Price Card below.

The Charges for single circuit are made up of:

- i) Set up/Installations Fee (One Off)
 - ii) Annual recurring charges (billed either monthly or annually)
 - iii) Modification Charges (where requested by the Buyer);
 - iv) Professional Services (if applicable)
 - v) Support Service (if applicable)
 - vi) Optional Managed Router (this is where Vodafone will provide proactive management and maintenance of the Vodafone provided router)
- d) All pricing is based on either a 12-month, 24-month, or 36-month initial period.

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- e) Buyer Premise Equipment (BPE) – where optional managed routers are chosen by the Buyer, the routers will be installed, configured, managed, and maintained by Vodafone. There are two types of BPE a Buyer can purchase;
 - i) Basic – Router hardware capable of supporting the requested VPN (port) throughput bandwidth as measured using an IMIX traffic profile.
 - ii) Premium – Router hardware capable of offering a higher service performance and supporting upgrades in VPN (port) bandwidth without a change in router hardware. Premium router hardware shall be capable of supporting the maximum VPN (port) bandwidth possible on the chosen access connectivity based on a IMIX traffic profile. Premium router hardware should be selected where there is a requirement for a small average 64 Byte packet size (such as for large IP Voice traffic usage)
- f) Network Performance Service reporting – where ordered, reporting options are available which give greater visibility of service performance. Vodafone IP-VPN Online Performance Reporting (OPR) provides you the visibility required to plan, deploy, ensure, troubleshoot, and optimise complex WAN environments and applications. It empowers your IT organisation with the real-time technical insight and business relevant performance metrics needed to guarantee end-user satisfaction and productivity. Capability offered includes:
 - i) Geographical Map Overlays (integrated with Google Maps)
 - ii) Global Dashboard With a Summary of Site Inventory
 - iii) Detailed Site Inventory
 - iv) Planned Outage notifications Dashboard Network Performance Reporting

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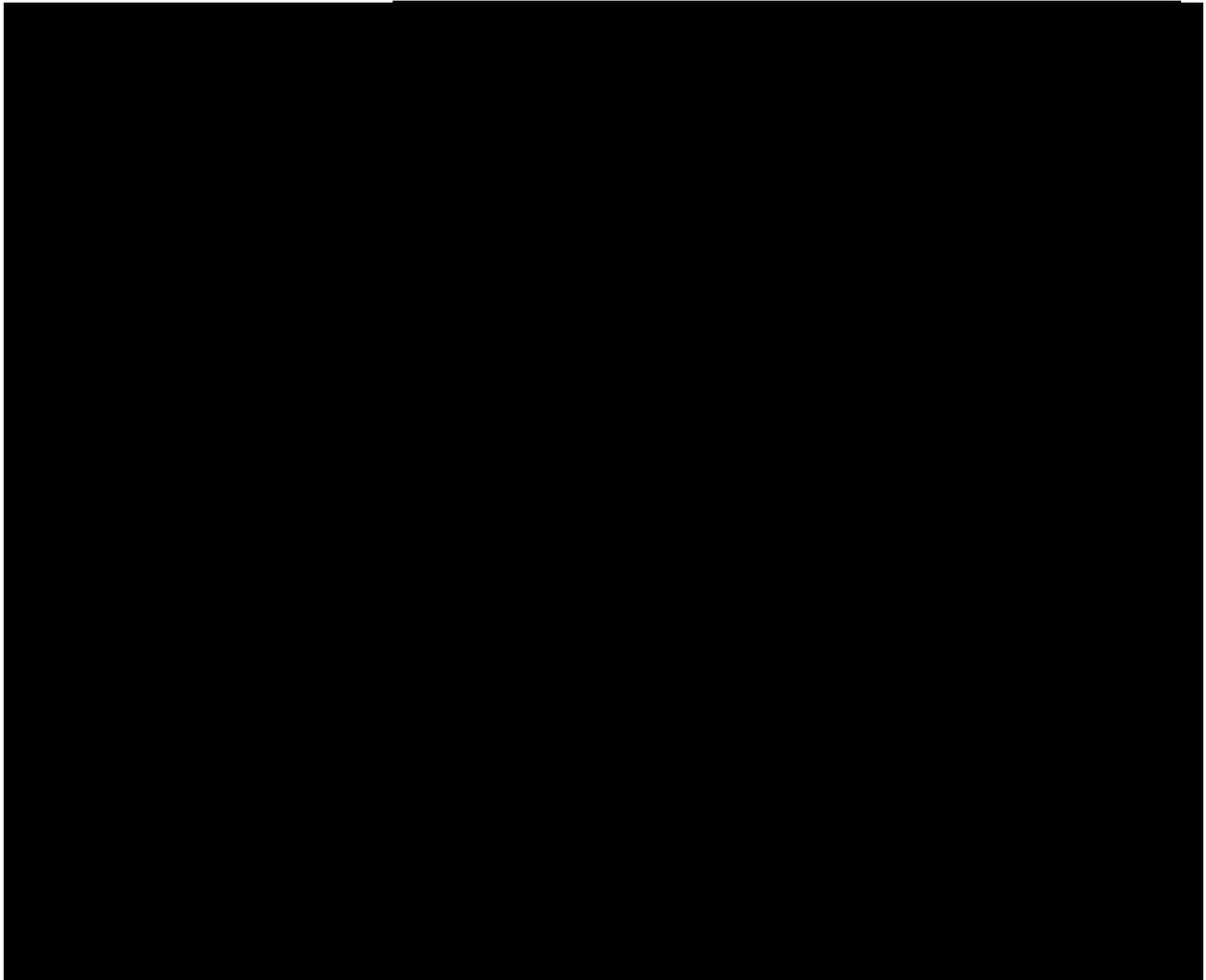
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IP-VPN 1 Year Pricing - Single Circuit Service

- Pricing for simple resilient services (i.e., primary + backup) can be taken from the Single Circuit Service price card below.
- Use the single circuit pricing for the primary circuit then add the required backup option pricing.
- If Dual Diversity is required, add the appropriate Dual Diverse Option to the Single Circuit pricing.



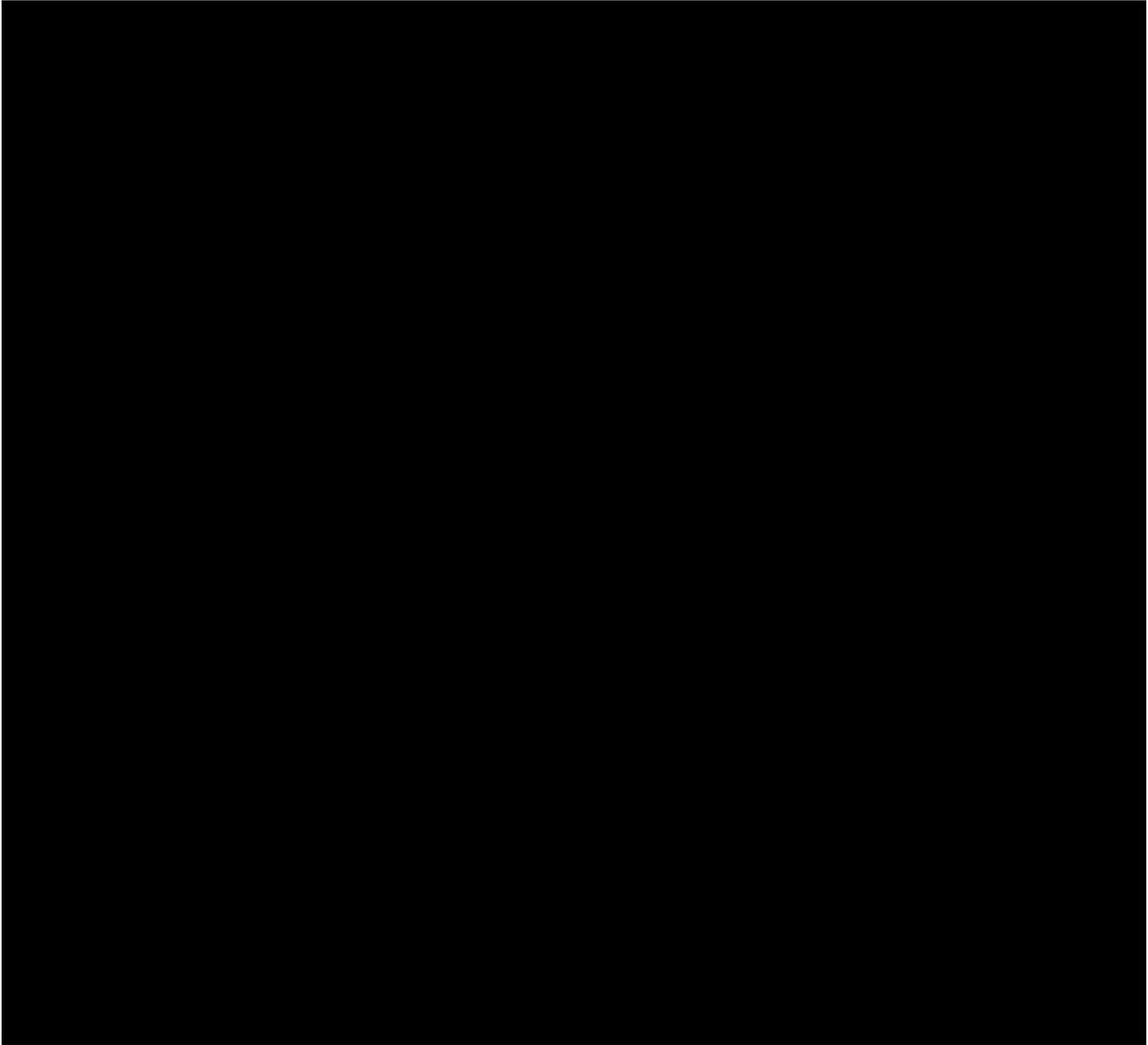
* The Additional Distance Charge (KM) is calculated by measuring from the Buyer location to the closest Vodafone network site. The distance will be calculated at time of order and multiplied by the value within the appropriate cell above.

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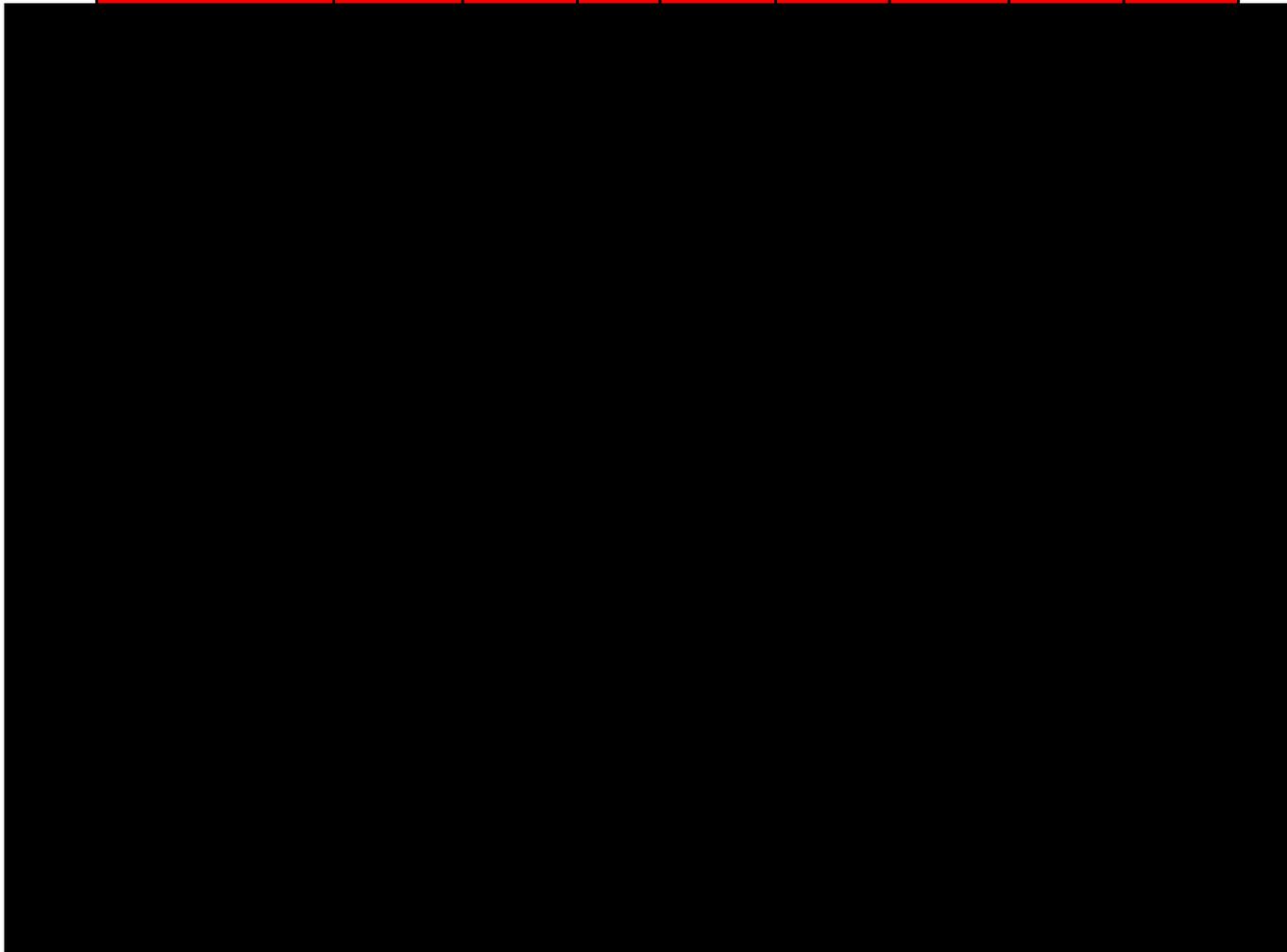
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IP-VPN 2 Year Pricing – Single Circuit Service

- Pricing for simple resilient services (i.e., primary + backup) can be taken from the Single Circuit Service price card below.
- Use the single circuit pricing for the primary circuit then add the required backup option pricing.
- If Dual Diversity is required, add the appropriate Dual Diverse Option to the Single Circuit pricing.

		Install Charge			Annual Recurring Charge			



* The Additional Distance Charge (KM) is calculated by measuring from the Buyer location to the closest Vodafone network site. The distance will be calculated at time of order and multiplied by the value within the appropriate cell above.

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IP-VPN 3 Year Pricing – Single Circuit Service

- Pricing for simple resilient services (i.e., primary + backup) can be taken from the Single Circuit Service price card below.
- Use the single circuit pricing for the primary circuit then add the required backup option pricing.
- If Dual Diversity is required, add the appropriate Dual Diverse Option to the Single Circuit pricing.



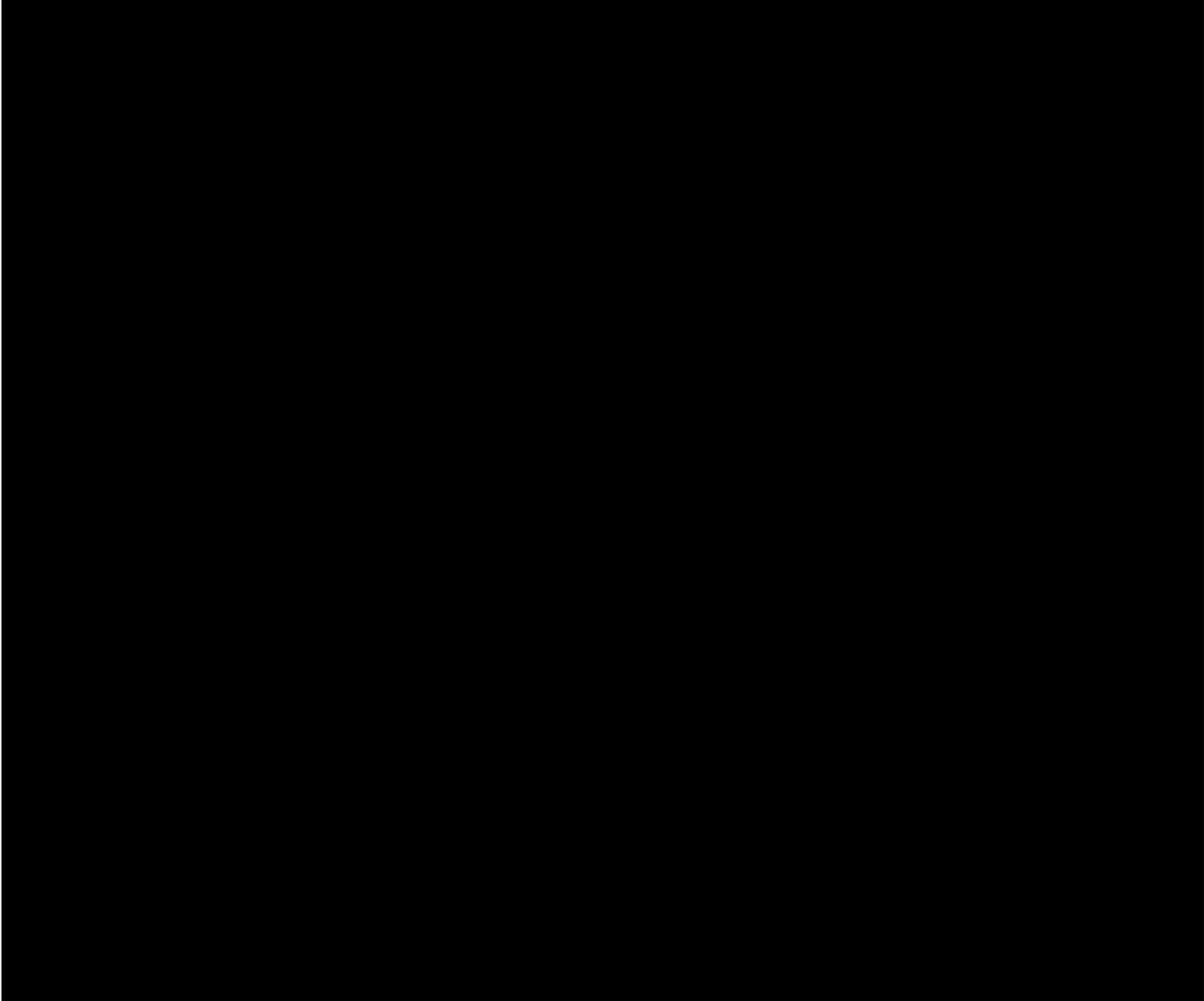
The Additional Distance Charge (KM) is calculated by measuring from the Buyer location to the closest Vodafone network site. The distance will be calculated at time of order and multiplied by the value within the appropriate cell above.

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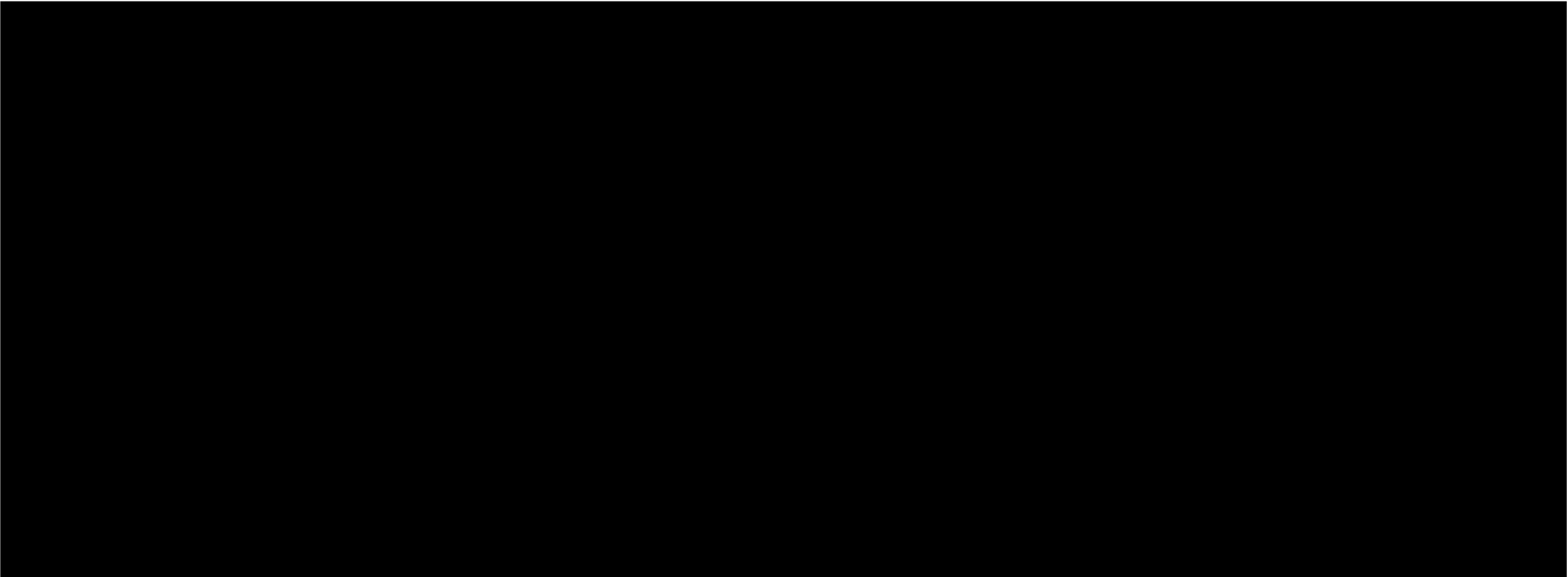
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g) Enhanced Class of Service Pricing (CoS)

Enhanced Class of Service allows for prioritisation of delay-sensitive traffic through the implementation of traffic classification (the 'marking of traffic') at the network edge for carriage across the service.

- Class of Service (COS) is priced based on the percentage of Standard VPN Port Bandwidth required as Enhanced or Premium COS.
- Use the Matrix to select the COS Price. All Prices are ARC.
- Select Standard VPN Port in the Vertical Column and scroll Horizontally to the required Premium COS Bandwidth.
- Premium and Enhanced COS Prices are in addition to Standard VPN Port Pricing.
- All Prices are ARC.



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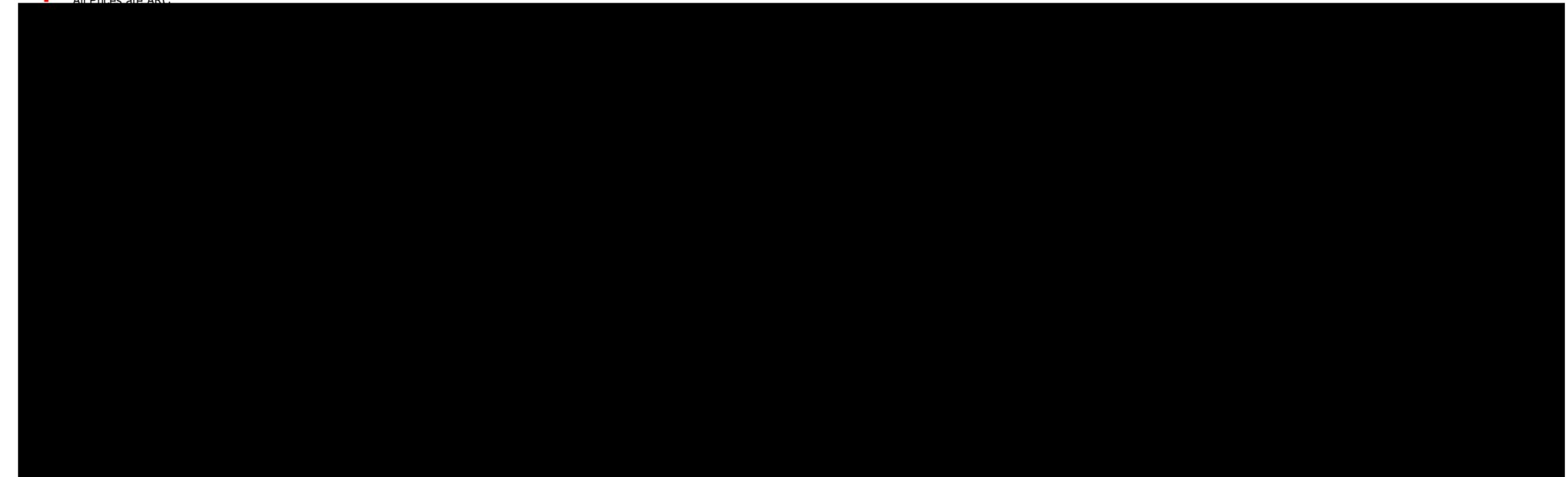
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h) Premium Class of Services (CoS)

Premium Class of Service allows for prioritisation of delay-sensitive traffic through the implementation of traffic classification (the 'marking of traffic') at the network edge for carriage across the service.

- Class of Service (COS) is priced based on the percentage of Standard VPN Port Bandwidth required as Enhanced or Premium COS
- Use the Matrix to select the COS Price. All Prices are ARC
- Select Standard VPN Port in the Vertical Column and scroll Horizontally to the required Premium COS Bandwidth
- Premium and Enhanced COS Prices are in addition to Standard VPN Port Pricing.
- All Prices are ARC

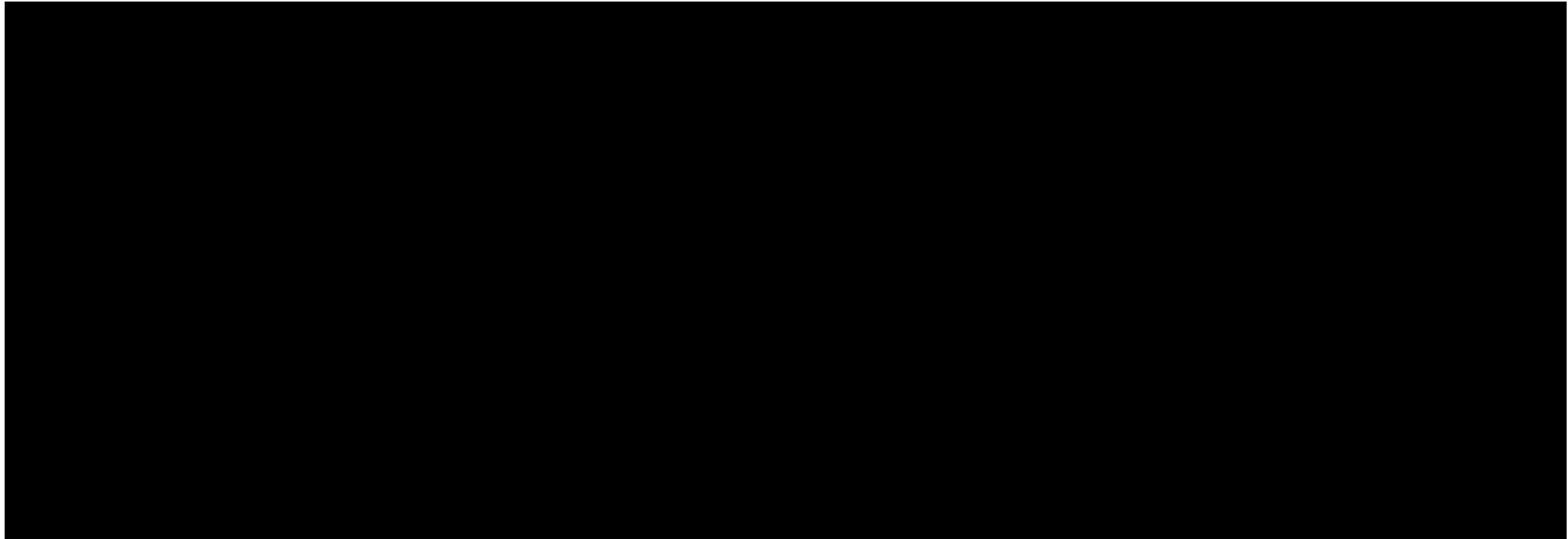


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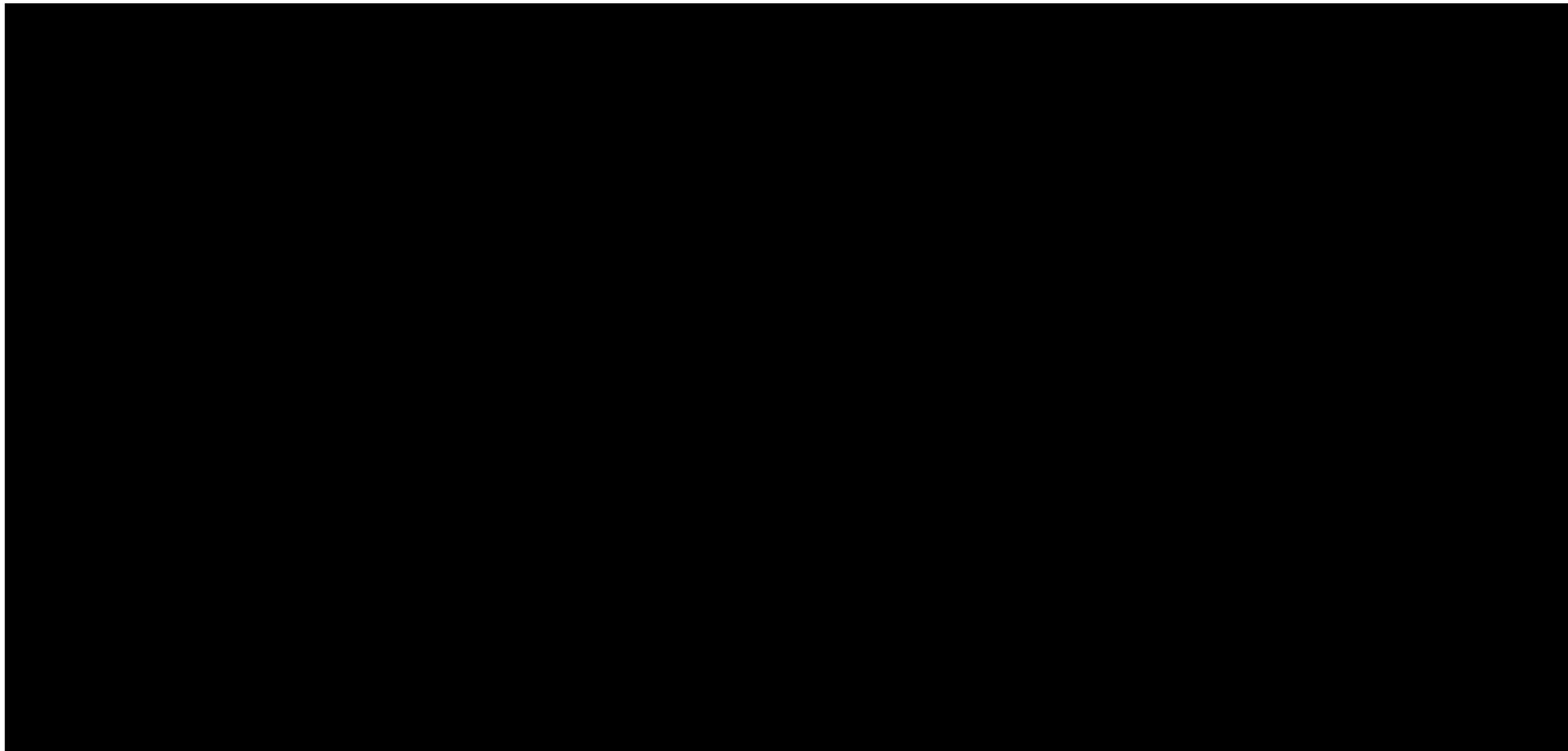
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82. Technology, Equipment and Solutions

Additional Services



Note;

- Domain Name Change refers to the same services as tab "DNS Registration & Provisioning"
- Router Bandwidth upgrade is equivalent to a VPN change. Total price is £1000.
- The GCF Gateway configuration charge does not include costs from BTN3 to complete their work. Additional charges from BTN3 may apply

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Managed Vodafone Supplied Routers

Buyer has a choice of routers, which Vodafone will install and configure in accordance with the order and manage throughout the term of the Call-Off Contract.

Managed Vodafone Supplied Router with an Initial Term of 12 months

Service	Install Charge	Annual Recurring Charge								
	BPE	Low Spec BPE	BPE Max Throughput	BPE	Med Spec BPE	BPE Max Throughput	BPE	High Spec BPE	BPE Max Throughput	BPE
[Redacted content]										

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Managed Vodafone Supplied Router with an Initial Term of 24 months.

Service	Install Charge	Annual Recurring Charge								
		BPE	Low Spec BPE	BPE Max Throughput	BPE	Med Spec BPE	BPE Max Throughput	BPE	High Spec BPE	BPE Max Throughput
[Redacted content]										

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Managed Vodafone Supplied Router with an Initial Term of 36 months.

Service	Install Charge	Annual Recurring Charge							
	BPE	Low Spec BPE	BPE Max Throughput	BPE	Med Spec BPE	BPE Max Throughput	BPE	High Spec BPE	BPE Max Throughput

[Redacted Content]										
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Enhanced Network Based Internet Access (NBIA)

Enhanced NBIA provides Users at any Buyer Site on a Buyer's IP-VPN with a central public Internet gateway facility. The Enhanced NBIA service by default comes with a basic ruleset to allow outbound, but restrict inbound access. This default firewall will provide the minimum level of security, and suits simple web browsing use cases for Enhanced NBIA. For greater granularity of control, and to allow additional features such as application reporting, then Vodafone can provide a range of Firewall options that increase in functionality to a fully managed, premium, firewall option.

Buyer's use of Enhanced NBIA is limited to the following countries at time of contracting:

Vodafone Licenced Countries		
Austria	Hong Kong	Portugal
Australia	Hungary	Russia
Belgium	Italy	Singapore
Canada	Ireland (Republic of)	South Korea
Czech Republic	Japan	Spain
Bulgaria	Luxembourg	Sweden
Denmark	Malaysia	Switzerland
Finland	Mexico	Ukraine
France	Netherlands	UK
Germany	Norway	USA

Secure Network Gateway:

SNG is ordered with Enhanced NBIA. Buyer may order a range of firewall and security features under the Standard and Premium packages set out below. SNG Service includes a network-based firewall facility. If ordered, Vodafone will consult with Buyer to capture preferred security rules and configuration requirements.

(i) The following Standard and Premium feature sets are available:

Items	Standard	Premium
Inbound/outbound ruleset	Up to 50	Up to 1000
Application reporting	Yes – SSL Certificate Inspection	Yes - deep cloud app inspection and Full SSL Inspection
Firewall event/logs	6-month retention	12-month retention
Reports frequency	weekly/monthly	Daily/weekly/monthly

(ii) Additional options for intrusion Detection and Prevention are set out below:

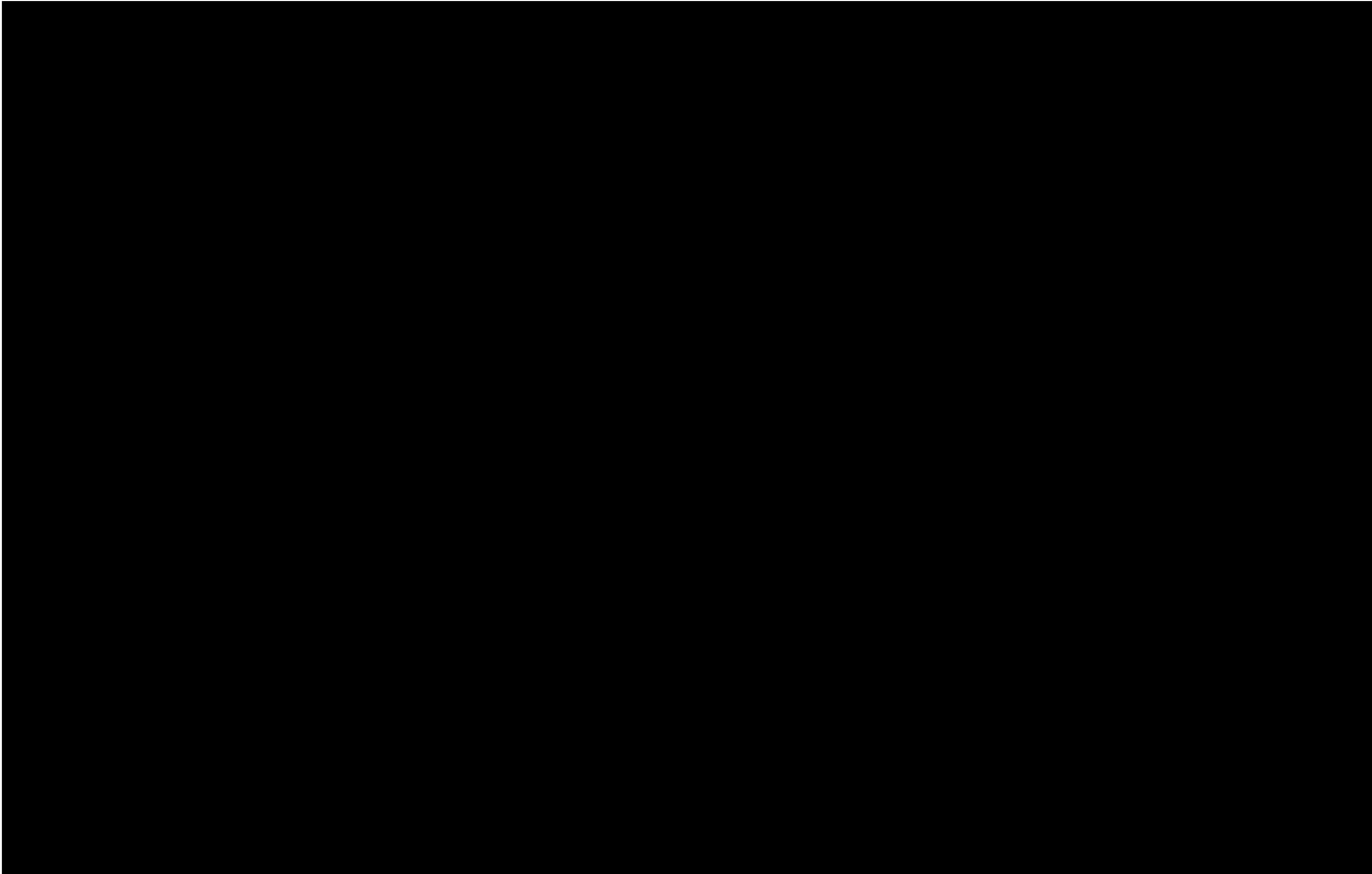
Items	Standard	Premium
Policy protection	Default	Customisable
Threat detection via SSL	No	Yes
Anomaly based detection	No	Yes - with tuning support
NIDs/NIPs events/logs	6-month retention	12-month retention
Reports frequency	weekly/monthly	Daily/weekly/monthly

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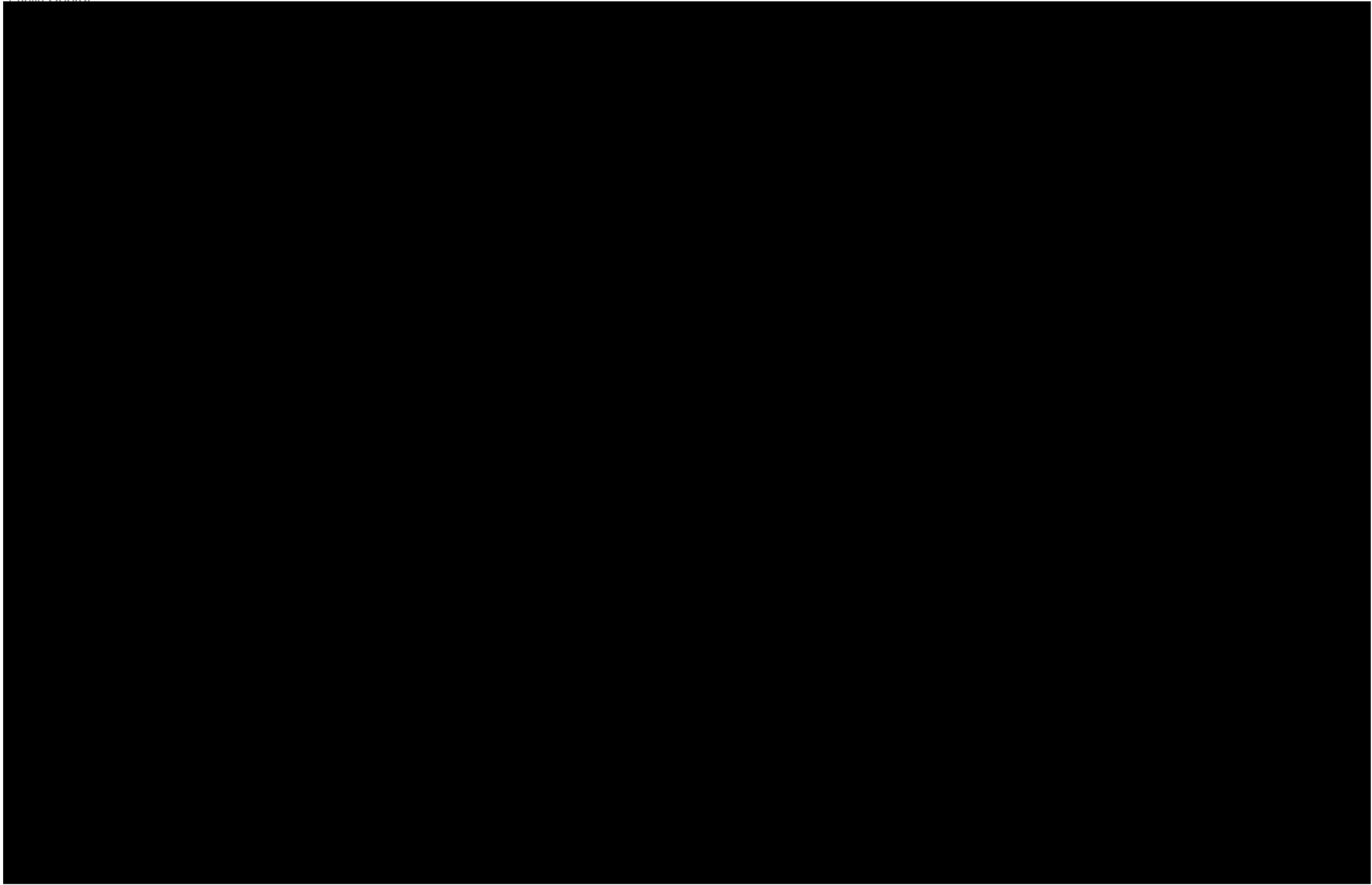


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**9. Ancillary Services**

Ancillary Charges associated with services provided by a third party /O/L0

Unless otherwise agreed and stated in the Buyer's Call-Off Contract, the Buyer will be liable for any additional costs charged to Vodafone by third parties in connection with the provision of the Services. Such Charges include but are not limited to the following:

Feature	Single Payment Charge	Connection Charge £ Exc VAT
Survey Fee/ Planning Charge (Previously included in other charges) This item will only be charged if Excess Construction Charges are accepted by a Buyer except for Non-Standard Lines where the Survey Fee will be charged with every order. It will be included as an item within the excess charge's calculation and each resurvey additional to the first survey will increment the cost by a further £244.52		
Breaking/Drilling through each external wall		
Breaking/Drilling through each internal concrete wall		
Breaking/Drilling through each internal non-concrete wall		
Provision of each Pole		
Provision of a new footway box (Surface area up to 0.5 sqm)		
Provision of a new medium size footway box (Surface area between 0.5 sqm and 1 sqm)		
Provision of a new large size footway box (Surface area greater than 1 sqm)		
Provision of a new small carriageway box (Surface area up to 1 sqm)		
Provision of a new medium size carriageway box (Surface area between 1 sqm and 1.25 sqm)		
Provision of a new large size carriageway box (Surface area greater than 1.25 sqm)		
Cable (fibre or copper) including any jointing required (per metre)		
Copper cable supplied for the Buyer to lay to agreed entry and termination points (per metre). (Minimum 20m supply) This charge includes on site termination and jointing work by Openreach to connect and terminate the cable. If the order is for less than 40 metres, then a visit charge will apply - Please See Visit Charges for details.		
Directly buried cable (including any cable and wayleave costs) (per metre)		
Moleploughing cable or fibre in subduct (includes any cable and wayleave costs) (per metre)		
Blown Fibre (per metre)		
Blown Fibre Tubing in Duct (per metre)		
Fibre Cable (per metre)		
Internal cabling (including Internal Blown Fibre Tubing) (per metre)		
New Ductwork - Softsurface (includes wayleave costs) (per metre)		
New Ductwork - Footway (includes wayleave costs) (per metre)		
New Ductwork - Carriageway (includes wayleave costs) (per metre)		
Trunking and traywork within end-user's curtilage (per metre)		
Overblow Services (per 100 metres)		

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Site Visits by Vodafone

Additional site visits requested by the Buyer or abortive site visits will be charged as per the following table;

Ancillary Charge per visit	Description	Working Hours	Out of Normal Working Hours A*	Out of Normal Working Hours B**
Site Visit	Buyer Site Visit required or requested (a Site Visit not identified in the Call-Off Contract)			
Aborted Site Visit†	Vodafone's engineer Site Visit for an appointment but cannot gain access to do the work required or the site has not been appropriately prepared as per Vodafone instructions			
Site Survey	Additional Site Survey			
Extended Site Visit	Should the engineer need to extend the period on-site for any Buyer related reason additional charges will be incurred e.g., Access delays, non-adherence to Vodafone instructions			
Buyer site visit Fault/Incident outside of Vodafone domain†	Buyer Site Visit to investigate a reported Fault/Incident, which transpires to be outside the domain of the services provided by Vodafone. (e.g., services provided by the Buyer or its Third-Party Providers).			
Buyer special request	Buyer requests e.g., for a Vodafone engineer with specific accreditation or a named Vodafone engineer, or a security clearance outside of contractual			
Cancelled Site Visit	Buyer caused cancellation of engineering Site Visit Note: No Charge if cancelled more than 48 hours before the scheduled appointment			

* any time outside of normal Working Hours on Monday to Friday and including any time on Saturday but excluding any time within Out of Normal Working Hours B

** any time on a Sunday or Public Holiday in the UK

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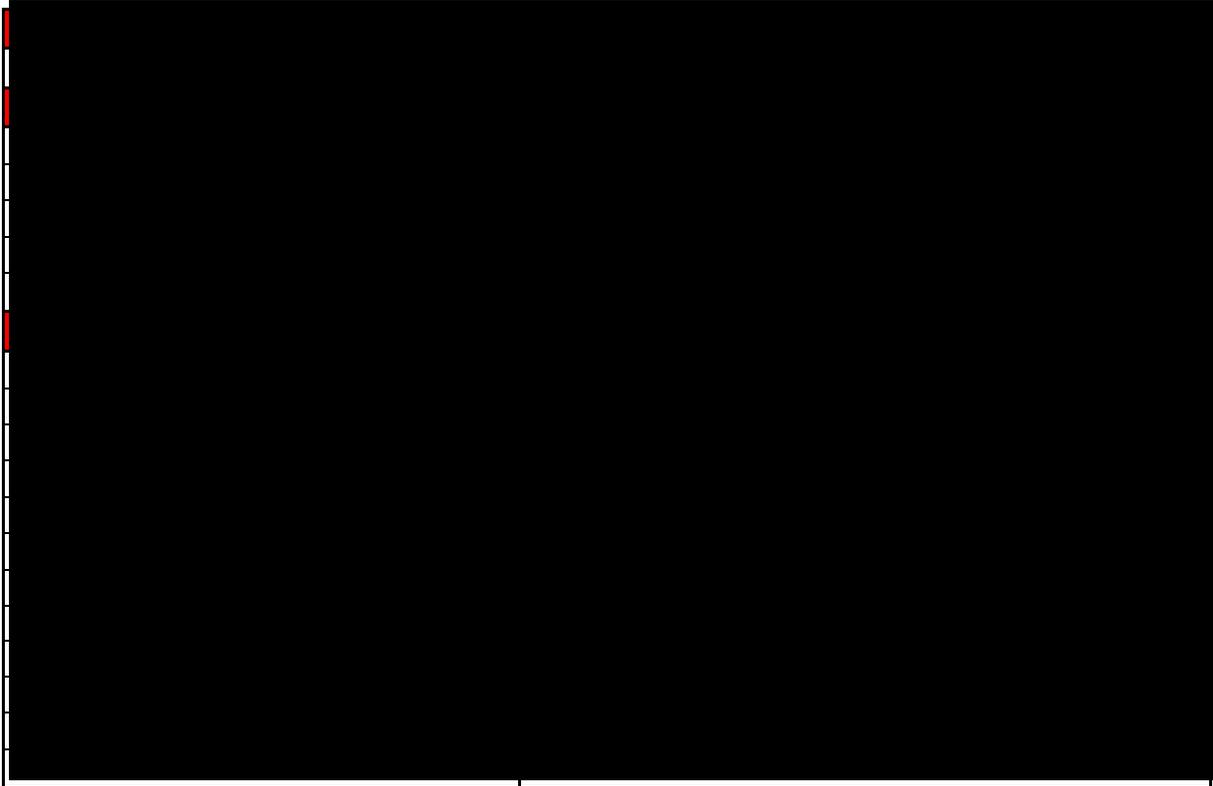
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Professional Services

Vodafone offer a range of professional services including technical consultancy, project management and on-site service management.



10. Key Sub-Contractors

10.1. Openreach Limited

- a) Kelvin House, 123 Judd Street, London, United Kingdom, WC1H 9NP
- b) 10690039

10.2. Virgin Media Limited

- a) Media House, Bartley Wood Business Park, Hook, Hampshire, RG27 9UP
- b) 02591237

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**11. Definitions**

The following definitions are applicable to this Service Offer.

Acknowledge	a confirmation given to Buyer that a particular request or Incident raised is valid and the provision to Buyer of a unique reference for it. "Acknowledge" shall be construed accordingly.
Additional Service Recipients	a Buyer Group entity which is not a direct party to this Agreement, but which is named in this Agreement as a beneficiary of the Services or otherwise approved to receive the Services
ADSL	asymmetric digital subscriber line.
Agreement	means the Call-Off Contract and Service Offer.
Asymmetric Access Bandwidths or Asymmetric	ADSL and/or VDSL access circuits.
AUP	Vodafone's acceptable use policy available on request.
Availability	the percentage of time the Service is available for use at the Service Demarcation Point of each Buyer Site in a Monthly Measurement Period.
Backbone	the IP Backbone Core and related infrastructure beyond the IP Backbone Core
BPE (Buyer premises equipment)	Fixed Equipment on Buyer Site.
Buyer Equipment	hardware, Software or any other tangible material not supplied by Vodafone that is used with or to access the Service. Any Equipment Buyer purchases from Vodafone shall be considered to be Buyer Equipment once title has passed to the Buyer.
Buyer Group	Buyer and any company in which Buyer has the beneficial ownership of more than 50% of the issued share capital, or the legal power to direct the general management of the company in question, either at or after the date of the Call-off Contract.
BMI	a "Buyer major incident", being the highest category of Impact for an Incident resulting in significant disruption to the business of Buyer.
Buyer's Service Desk	is the service desk provided by Buyer which will be the initial point of contact between Vodafone and Buyer.
Buyer Site	as the context permits a Buyer's premises (either owned by Buyer or a third party) which Vodafone needs to access in order to deliver or install Equipment and/or to provide the Services or the location where the Services are to be provided, as set out in the Call-Off Contract.
Buyer Supplied Router	the Buyer-edge router at a Buyer Site provided and managed by the Buyer where set out in the Call-Off contract.
Class(es) of Service CoS	the classes of Service used to prioritise network traffic
Configuration Change	any Hard Configuration Change and/or any Soft Configuration Change.

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Default CoS	the CoS allocated to any traffic not assigned to Standard CoS, Enhanced CoS or Premium CoS.
DSL	a Digital Subscriber Line
EA Country Group	the group of countries set out in the Extended Access Country Groups table.
EFM	Ethernet First Mile which is a copper-based Ethernet access technology which may be used to provide symmetric bandwidth access circuits of 512Kbps to 20Mbps.
End Of Life	where Vodafone or a manufacturer of Equipment declares that the type of Equipment is end-of-life (or otherwise stops marketing, selling or supporting it).
Enhanced CoS	a medium level of CoS consisting of three levels (1, 2 and 3) that prioritises traffic over classes of lower priority to reduce delayed or dropped traffic.
Equipment	hardware, Vodafone Software, and any other tangible equipment (other than SIMs) supplied by, or on behalf of, Vodafone to Buyer for use in receiving the Services. Equipment excludes Buyer Equipment.
Essential Outage	an Outage that is not a Planned Outage including, but not limited to, Outages caused by a force majeure event or an act or omission of any third party which is beyond Vodafone's reasonable control.
Excluded Event	any of the following: (a) fault or incident with any other Vodafone service purchased under a separate Service Offer under the framework; (b) a fault or incident in, or any other problem associated with, non-Vodafone supplied power, any Buyer Equipment, Buyer Supplied Router, non-maintained structured cabling, Buyer-contracted third party local internet access (in conjunction with Secure Internet Site Access), a Cloud Provider Data Centre as detailed in this Service Offer, or other systems or networks not operated or provided by Vodafone (including an Incident relating to consumption of services over the internet); (c) a fault or incident caused by Buyer's negligence, act or omission or that of any third-party not within Vodafone's direct control; (d) a fault, incident or delay that arises as a result of a request by the Buyer for an expedited delivery of the Service; (e) the Buyer not performing or a delay in performing any of the Buyer obligations or conditions of use set out in the Agreement; (f) the Buyer requesting Vodafone to modify a Buyer Site, or to test one, although no Incident has been detected or reported in accordance with the Agreement; (g) Service suspension or a Force Majeure event in accordance with the NSF framework; (h) the inability or refusal by a third-party supplier to provide input products at a Buyer Site where the Service uses these to deliver the access circuit;(i) a Configuration Change in the process of implementation; (j) an Planned Works; (k) any failure to achieve service degradation targets resulting from a rate adaptive ADSL, or VDSL2, line retrain or due to performance issues, such as noise or vibrations, impacting copper access technologies supporting asymmetric or symmetric access circuits; (l) any degradation of performance that is caused by, or for any fault or incident in, the access circuit that occurs as a result of, or in connection with, technical limitations beyond Vodafone's control; (m) Vodafone being unable to access or being delayed in accessing the Buyer Site (where a Buyer Site visit is required) due to reasons outside its control, including, inclement weather or Buyer's refusal to admit Vodafone; or (n) any other circumstances caused by events for which Vodafone is not liable in accordance with the terms of the Agreement.

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Extended Access	an inter-provider MPLS interconnection that extends the Service using third party networks.
Extended Access Country Group	the group of countries set out in the Extended Access Country Group table.
Fixed Equipment	hardware, Vodafone Software, BPE and any other tangible equipment (other than SIMs and mobility equipment) supplied by or on behalf of, Vodafone to Buyer for use in receiving the Services.
GSM Gateway	any equipment containing a SIM card which enables the routing of calls from fixed apparatus to mobile equipment by establishing a mobile-to-mobile call.
Hard Configuration Change	a change to the Service that may include one or more of the following: (a) transfer of the Service from one Buyer Site to another; (b) migrating between physical service access options (including port speed or port type); (c) modifications requested by Buyer to alter the Service at a Buyer Site requiring physical intervention; (d) physical movement of a Buyer Site; and/or (e) removing a Buyer Site from the Service.
Helpdesk(s)	the Buyer Services Helpdesk
Incident	an unplanned interruption to an IT service or reduction in the quality of an IT service. Failure of a configuration item that has not yet affected Service is also an Incident.
Incident Management	the end-to-end management of Incidents by Vodafone.
Incident Record	a record containing the details and lifecycle of an Incident.
Infrastructure Services	an IT service that is not directly used by Buyer's business but is required for the provision of other IT services (for example either a Functional Service, connectivity service, hosting service or any combination thereof).
Initial Response	a first response from Vodafone to an individual raising a request or Incident, such as answering the telephone or replying to an email.
IP Backbone Core	Vodafone's multi-protocol label switching (MPLS) enabled network platform.
Jitter	a measure of the variation between the arrival of consecutive 64-byte IP packets caused by network congestion, timing differences or route changes.
Monthly Measurement Period	the period from when the service commences up to the end of the calendar month and then each calendar month thereafter (save for the last month which will be the beginning of the calendar month up to the termination date or expiry of the Service).
Network	the communications network together with the equipment and premises that are connected to such network and which are used by Vodafone to perform the Services.
NTE	Equipment used to terminate a Buyer connection where Buyer has Ethernet access or a local internet access provider's device where Buyer has Secure Internet Site Access.
Planned Outage	the scheduled unavailability of an Infrastructure Service.
PoP	Point of presence.

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PoP Tier	one of the groups of coverage set out on in the PoP Tiers & SISA Bands schedule
Premium CoS	the highest level of CoS, prioritised over all other traffic.
Resolution	the exercise by Vodafone of its reasonable endeavours to repair the root cause of an Incident or Problem, or to implement a workaround.
Round Trip Delay or RTD	the total time taken for an IP packet to pass from one Router to another Router and then back to the original Router
Router	a router which is Equipment used in connection with the Service.
Secure Internet Site Access or SIS	the provision of access to the Service using an encrypted tunnel over Vodafone provided local in country internet access or off-net access.
Services	the Vodafone product(s) detailed in this Service Offer.
Service Commencement Date	the date of completion of Vodafone's testing when the Service is ready for use.
Service Degradation	one or all of the following metrics: Jitter, Round Trip Delay and/or packet loss.
Service Demarcation Point	(a) the port between the Router and the Buyer Network for the Managed Service package; (b) the service interface of the access circuit for the Wires Only Service package; (c) the NTE where Ethernet technology is used for the Wires Only Service package; (d) the access interface on the Maintained Router for the Maintained Service package.
Service Request	a request from a user for information, or advice, or for a Standard Change or for access to an IT service made in accordance with the requirements of the relevant Service Request Catalogue.
Service Request Catalogue	the service request catalogue for IPVPN, as made available to Buyer and updated by Vodafone from time to time.
Severity Level(s)	a categorisation of the severity of an Incident as determined by Vodafone in Vodafone's discretion as set out in clause 1 of the Service Levels
SISA Band	one of the groups of coverage set out in the Coverage Bands table
SISA Gateway	the device used to terminate encrypted tunnels over the internet as part of the provision of Secure Internet Site Access
Site Classification	the classification assigned to a Buyer Site in accordance with the Site Classification Matrix (the matrix that defines the Site Classification depending on its topology and access technology set out in the Site Classification table.
Site Survey	a survey of a Buyer's Site to assess whether (in Vodafone's opinion) the existing infrastructure is sufficient for providing the Services and detailing what the Buyer needs to do to receive the Service.
Soft Configuration Change	a change to the Service provided to Buyer that is not a Hard Configuration Change or a Normal Change, including the following: (a) modification of the configuration of the Buyer's VPN, at Buyer's request, that is not classified as a Hard Configuration Change; and/or (b) modifying the bandwidth allocated to a CoS for a Buyer Site.

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Standard Change	a pre-approved Change that is low risk, relatively common and follows a procedure or work instruction. The types of Standard Changes available are listed in a Service Request Catalogue.
Standard CoS	a lower level of CoS consisting of one level that prioritises traffic over Default CoS to reduce delayed or dropped traffic.
Supplier	where used in this Service Offer or Call-Off Contract means Vodafone
Third Party Provider	a Key Subcontractor or third party contracted by Vodafone or Buyer that provides a Service, or that provides a service that connects to a Service.
Unavailable or Unavailability	a Buyer Site cannot exchange data with another Buyer Site for reasons other than an Excluded Event.
User	an individual end user of the Services who is approved by Buyer and who must be a permanent or temporary employee or sub-contractor of Buyer or an Additional Service Recipient unless otherwise specified in this Agreement.
User Details	a username, password, or other access information used by a User to access the Service and/or Equipment.
VDSL2	an access method which uses Fibre to the Cabinet (FTTC) and very-high speed digital subscriber line 2 (VDSL2) technologies, and access circuits using this access method offer contended bandwidth.
Vodafone Software	any Software supplied by Vodafone or its licensors to Buyer (including Software embedded in any Equipment).
Vodafone Supplied Router	the Equipment which is a Buyer-edge router at a Buyer Site provided and managed by Vodafone.
VPN	Virtual private network
VRF	is a technology included in internet protocol network routers that allows multiple instances of a routing table to exist in a router and work simultaneously. This increases functionality by allowing network paths to be segmented without using multiple devices
Wires Only	the Service package where the Buyer supplies, installs, maintains and manages the Buyer Supplied Router.
Working Days	Monday to Friday inclusive, other than public holidays in the UK.
Working Hours	the hours between 8.00am and 6.00pm on each Working Day.

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**Appendix 1 – Service Availability****1. Service Availability**

1.1. Calculation: Percentage Availability is calculated as: $[(A - B)/A] \times 100$. "A" equals the number of minutes in each full month e.g., during a 30-day monthly period A will equal 43200. "B" equals the number of whole minutes when the Service is Unavailable in the Monthly Measurement Period.

1.2. Service Levels: The following Availability Levels apply to each Buyer Site in a relevant PoP Tier, SISA Band or Extended Access Country Group depending on the Site Classification:

a) Target Availability – PoP Tier 1 – PoP Tier 5

	Pop Tier 1		Pop Tier 2		Pop Tier 3		Pop Tier 4		Pop Tier 5	
Site Classification	% Service Availability	*Minutes Unavailable	%Service Availability	*Minutes Unavailable						
Business Basic	96.50	1533	93	3066	93 (SLO)	3066	None	N/A	None	N/A
Business Standard	98	876	96	1752	96 (SLO)	1752	None	N/A	None	N/A
Corporate Basic	99.90	43.8	99.85	65.7	99.4	262.8	98 (SLO)	876	98.88	491
Corporate Standard	99.95	21.9	99.90	43.8	99.6	175.2	98.8 (SLO)	525.6	99.44	245*
Corporate Core	99.99	4.38	99.95	21.9	99.7	131.4	99 (SLO)	438	99.72	123
Corporate – Core Plus	99.995	2.19	99.99	4.38	N/A	N/A	N/A	N/A	N/A	N/A

*Only when secondary circuit over Ethernet, EFM or Leased Line. Unavailable minutes shown above are an example and assumes a 30-day monthly period.

b) Target Availability – Secure Internet Site Access:

Site classification	Service availability	* Minutes Unavailable
SISA IPSec Only	99.99%	4.38 minutes
SISA Business Basic	93% (SLO)	3066 minutes
SISA Business Standard	93.5% (SLO)	3220 minutes
SISA Corporate Basic	98% (SLO)	876 minutes

*Unavailable minutes shown above is an example and assumes a 30-day monthly period.

c) Target Availability – Extended Access:

EA Country Group	Single access Buyer Site	Dual access Buyer Site
1	99.7%	99.9%
2	99.2%	99.5%
3	99.0%	99.2%

2. Service Degradation

2.1. The Service Degradation Levels apply when: (a) Buyer Sites are: (i) directly connected to the IP Backbone Core at one of the available symmetric bandwidth options, or (ii) connected using the Asymmetric Bandwidth option if the target explicitly states it applies to an Asymmetric Service; (b) the distance between the Vodafone Managed Router

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(as applicable to the Service Level or SLO) and the IP Backbone Core is less than 150 kilometres; (c) where symmetric bandwidth access circuits are provided, the minimum available port bandwidth, is at least 1.5Mbps; (d) the IP packet size is 64 bytes for Premium CoS and the average packet size for Standard and Enhanced CoS is 384 bytes; (e) Premium CoS bandwidth, as applicable, at the Buyer Site is a maximum of 50% of the port bandwidth; and (f) apply from the most recent commencement date for the relevant Buyer Site.

2.2. The Service Degradation Levels do not apply: (a) to Severity Level 1 or 2 Incidents; (b) where the Incident is due to an Excluded Event; and/or (c) to local internet access as part of Secure Internet Site Access service (if ordered by the Buyer as an Optional Service Element) and/or (c) if Buyer exceeds the bandwidth specified in the Call-Off Contract for the relevant Class of Service.

2.3. Service Degradation Measurements:

a) Round Trip Delay (“RTD”):

- i) The Round-Trip Delay SLO and Service Levels are measured as the total time taken for an IP packet to pass from one applicable Router to another applicable Router and then back to the original Router. The RTD SLO and Service Levels will be calculated as the average of all measurements taken in the Monthly Measurement Period.
- ii) The RTD Service Level Objectives for the IP Backbone Core between two IP Backbone Core Routers are set out below:

CoS	Service Level
	RTD IP Backbone Core (between two IP Backbone Core Routers)
Premium CoS	Section 1 of the Round-Trip Delay Table
Enhanced CoS	Section 1 of the Round-Trip Delay Table
Standard CoS	n/a
Default CoS	n/a

b) Packet Loss:

- i) Packet loss measures the percentage of IP packets that are not successfully sent over the IP Backbone Core during the Monthly Measurement Period.
- ii) The Service Levels for packet loss is as follows:

CoS	Service Level		
	Both Buyer Sites connected using Symmetric bandwidths	One or both Buyer Sites connected using Asymmetric bandwidths	Extended Access
Premium CoS	0.04%	0.2%	0.1%
Enhanced CoS	0.06%	0.3%	0.5%
Standard CoS	0.08%	n/a	n/a
Default CoS	n/a	n/a	n/a

*Assumes the use of 64-byte IP packets.

**Assumes the use of 384-byte IP packets.

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c) Jitter

- i) Jitter measures the variation between the arrival of consecutive 64-byte IP packets caused by network congestion, timing differences or route changes as an average over the Monthly Measurement Period.
- ii) The jitter Service Levels below apply to pairs of Buyer Sites connected with Asymmetric or symmetric bandwidths.

CoS	Access Circuit bandwidth/ connection method:	Service Level	Service Level – Extended Access
Premium CoS only	<1 Mbps	67 milliseconds	20 milliseconds
	1 Mbps to 10 Mbps	20 milliseconds	
	>10 Mbps	<10 milliseconds	
	>155 Mbps	<5 milliseconds	

Each Buyer Site is classified into one of the following classes:

Site classification	Topology description	Applicable access technologies	
		Primary	Backup/Secondary
Business Basic	Single access.	ADSL / VDSL / FTTP	N/A
Business Standard	Single access with a back-up (active or passive). Single or dual Buyer Edge (“CE”) routers (where advised). The backup is connected to a different Provider Edge (“PE”) router than the primary service wherever possible.	ADSL / VDSL / FTTP	ADSL / VDSL / FTTP / SISA / VSAT
Corporate Basic	Single access. Optional secondary access to same PoP.	Ethernet / EFM / leased line	N/A
Corporate Standard	Single access with a backup (active or passive). Single or Dual CE router (where advised). The backup is connected to different PE router wherever possible.	Ethernet / EFM / leased line	ADSL / VDSL / FTTP / VSAT / SISA
Corporate Core	Dual CE routers; or Cloud Provider Demarcation Point (Cloud Connect). Dual Access/PoP.	Ethernet / leased line	Ethernet / leased line

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Site classification	Topology description	Applicable access technologies	
		Primary	Backup/Secondary
	Dual building entry points.		
Corporate Core Plus (Only applies to PoP Tier 1&2)	Dual CE routers. Dual Access/PoP with 5 metre separation. Separate building entry points.	Ethernet / leased line	Ethernet / leased line
SISA IPsec Only	Gateway for termination of regional SISA IPsec traffic.	N/A	N/A
SISA Business Basic	Single access SISA.	SISA Broadband Access (ADSL, VDSL, FTTP)	N/A
SISA Business Standard	Single access SISA with IPsec Tunnels to separate SISA Gateways.	SISA Broadband Access (ADSL, VDSL, FTTP)	2nd IPsec tunnel to separate SISA Gateway
SISA Corporate Basic	Single access SISA connection.	SISA Dedicated Access (Ethernet, EFM, Leased Line)	N/A

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PoP Tiers: The PoP tiers include the locations, service availability tier and incident resolution time tier in the table below:

PoP Country	PoP Location	Region	Service availability tier	Incident resolution tier
Angola	Luanda	Africa	5	5
Argentina	Buenos Aires	LATAM	2	2
Australia	Adelaide	APAC	1	1
Australia	Brisbane	APAC	1	1
Australia	Melbourne	APAC	1	1
Australia	Perth	APAC	1	1
Australia	Sydney	APAC	1	1
Austria	Vienna	Europe	1	1
Bahrain	Manama	Middle	3	3
Belgium	Brussels	Europe	1	1
Botswana	Gaborone	Africa	5	4
Brazil	Rio de Janeiro	LATAM	2	2
Brazil	Sao Paulo	LATAM	3	2
Bulgaria	Sofia	Europe	3	3
Cameroon	Douala	Africa	5	5
Canada	Montreal	US	1	1
Canada	Toronto	US	1	1
China	Beijing	APAC	1	1
China	Guangzhou	APAC	1	1
China	Shanghai	APAC	1	1
Cote D'Ivoire	Abidjan	Africa	5	5
Czech Republic	Prague	Europe	1	1
Denmark	Copenhagen	Europe	1	1
Djibouti	Djibouti	Africa	5	5
DRC	Kinshasa	Africa	5	4
DRC	Lubumbashi	Africa	5	4
Egypt	Cairo	Africa	3	3
Equatorial	Malabo	Africa	5	5
Ethiopia	Addis Ababa	Africa	5	5
Finland	Helsinki	Europe	1	1
France	Marseille	Europe	1	1
France	Paris	Europe	1	1
Germany	Dusseldorf	Europe	1	1
Germany	Frankfurt	Europe	1	1
Germany	Hamburg	Europe	1	1
Ghana	Accra	Africa	5	4
Greece	Athens	Europe	1	1
Hong Kong	Hong Kong	APAC	1	1
Hungary	Budapest	Europe	1	1
India	Bangalore	APAC	2	2
India	Chennai	APAC	2	2
India	Delhi	APAC	2	2
India	Mumbai	APAC	2	2
India	Pune	APAC	2	2
India	Gurgaon	APAC	3	1
India	Ahmadabad	APAC	3	1
India	Jaipur	APAC	3	1
India	Vadodara	APAC	3	1
India	Thane	APAC	3	1
India	Noida	APAC	3	1
India	Chandigarh	APAC	3	1
India	Coimbatore	APAC	3	1
Indonesia	Jakarta	APAC	3	3
Ireland	Armagh	Europe	1	1
Ireland	Dublin	Europe	1	1
Ireland	Lisburn	Europe	1	1
Ireland	London Derry	Europe	1	1
Ireland	Omagh	Europe	1	1
Ireland	Portadown	Europe	1	1
Ireland	Strabane	Europe	1	1
Israel	Rosh Ha'ayin City	Europe	1	3
Italy	Milan	Europe	1	1
Japan	Osaka	APAC	1	1
Japan	Tokyo	APAC	1	1
Kenya	Mombasa	Africa	5	4
Kenya	Nairobi	Africa	5	4
Kuwait	Kuwait	Middle East	1	1
Liberia	Monrovia	Africa	5	5
Madagascar	Antananarivo	Africa	5	5
Malawi	Blantyre	Africa	5	5
Malaysia	Kuala Lumpur	APAC	2	2
Mauritius	Ebene	Africa	5	5
Mexico	Monterrey	Americas	3	2
Mexico	Mexico City	Americas	3	2
Morocco	Rabat	Africa	3	3
Mozambique	Maputo	Africa	5	5
Namibia	Windhoek	Africa	5	5
Netherlands	Amsterdam	Europe	1	1
New Zealand	Auckland	APAC	2	1
Nigeria	Lagos	Africa	5	5
Norway	Oslo	Europe	1	1
Oman	Wattayah	Middle East	4	4
Philippines	Manila	APAC	2	2
Poland	Warsaw	Europe	1	1
Portugal	Lisbon	Europe	1	1
Portugal	Porto	Europe	2	1
Russia	Moscow	Europe	2	2
Romania	Bucharest	Europe	3	3
Rwanda	Kigali	Africa	5	5
Senegal	Dakar	Africa	5	5
Sierra Leone	Freetown	Africa	5	5
Singapore	Singapore	APAC	1	1
South Africa	Johannesburg	Africa	5	2
South Korea	Seoul	APAC	1	1
Spain	Barcelona	Europe	1	1
Spain	Madrid	Europe	1	1
Swaziland	Mbabane	Africa	5	5
Sweden	Stockholm	Europe	1	1
Switzerland	Zurich	Europe	1	1
Taiwan	Taipei	APAC	3	1
Tanzania	Dar Es Salaam	Africa	5	2
Thailand	Bangkok	APAC	2	2
Thailand	Nonthaburi	APAC	2	2
Turkey	Istanbul	Europe	2	2
UAE	Abu Dhabi	Middle	4	4
UAE	Dubai	Middle	4	4
Uganda	Kampala	Africa	5	4
Ukraine	Kiev	Europe	1	1
UK	Birmingham	Europe	1	1
UK	Bracknell	Europe	1	1
UK	Bristol	Europe	1	1
UK	Edinburgh	Europe	1	1
UK	Glasgow	Europe	1	1
UK	Leeds	Europe	1	1
UK	London	Europe	1	1
UK	Manchester	Europe	1	1
UK	Swindon	Europe	1	1
USA	Atlanta	US	1	1
USA	Boston	US	1	1
USA	Charlotte	US	1	1
USA	Chicago	US	1	1
USA	Dallas	US	1	1
USA	Denver	US	1	1
USA	El Segundo	US	1	1
USA	Houston	US	1	1
USA	Jacksonville	US	1	1
USA	Los Angeles	US	1	1
USA	Memphis	US	1	1
USA	Miami	US	1	1
USA	New York	US	1	1
USA	Phoenix	US	1	1
USA	Portland	US	1	1
USA	San Francisco	US	1	1
USA	San Jose	US	1	1
USA	Seattle	US	1	1
USA	Washington D.C	US	1	1
Vietnam	Hanoi	APAC	3	1
Vietnam	Ho Chi Minh city	APAC	3	1
Zambia	Lusaka	Africa	5	5

RM3808 Network Services 2**Lot 1 – Data Access Services****Vodafone IP-VPN**

Public Sector



SISA Bands: For the purposes of the Agreement, the SISA Bands shall include the locations in the tables below:

A	Austria, Belgium, Bulgaria, Denmark, Finland, Germany, Hong Kong, Japan, Netherlands, Norway, Singapore, South Korea, Sweden, Switzerland, UK
B	Albania, Algeria, Andorra, Australia, Azerbaijan, Bahrain, Bosnia and Herzegovina, Cambodia, Cameroon, Canada, China, Costa Rica, Croatia, Czech Republic, Ecuador, Egypt, El Salvador, Estonia, France, Guatemala, Honduras, Hungary, Iceland, Ireland, Israel, Italy, Jordan, Kuwait, Latvia, Lebanon, Lithuania, Luxembourg, Macedonia, Malaysia, Malta, Moldova, Monaco, Morocco, Nicaragua, Oman, Panama, Portugal, Qatar, Romania, Russia, San Marino, Saudi Arabia, Serbia, Slovakia, Slovenia, Spain, Taiwan, Tunisia, Turkey, United Arab Emirates, US, US (Alaska), US (Hawaii), Venezuela, Vietnam.
C	Afghanistan, Angola, Anguilla, Antigua and Barbuda, Argentina, Armenia, Bahamas, Bangladesh, Barbados, Belarus, Bermuda, Bhutan, Botswana, Brunei, Darussalam, Burkina Faso, Burundi, Cape Verde, Cayman Islands, Chile, Colombia, Congo, Cyprus, Dominica, Ethiopia, Faroe Islands, Fiji, Gabon, Georgia, Ghana, Gibraltar, Greece, Grenada, Guadeloupe, Guam, Guernsey, Haiti, India, Indonesia, Iran, Iraq, Isle of Man, Ivory Coast, Jamaica, Jersey, Kazakhstan, Kenya, Kyrgyzstan, Laos, Libya, Liechtenstein, Macau, Madagascar, Malawi, Maldives, Mali, Martinique, Mongolia, Montenegro, Montserrat, Mozambique, Namibia, Netherlands Antilles (Aruba), Netherlands Antilles (Bonaire), Netherlands Antilles (Curacao), Netherlands Antilles (St. Maarten), New Zealand, Nigeria, Pakistan, Palestine, Peru, Philippines, Poland, Puerto Rico, Reunion, Rwanda, Senegal, Serbia (Kosovo), Seychelles, South Africa, Sri Lanka, Sudan, Syria, Tajikistan, Tanzania, Thailand, Uganda, Ukraine, Uruguay, Uzbekistan, Yemen.
D	American Samoa, Belize, Benin, Bolivia, Brazil, Central African Republic, Chad, Congo, Dem. Rep. (former Zaire), Cuba, Djibouti, Dominican Republic, East Timor, Equatorial Guinea, Eritrea, French Guiana, French Polynesia, Gambia, Guinea, Guinea-Bissau, Guyana, Liberia, Mauritania, Mauritius, Mexico, Myanmar, Nepal, New Caledonia, Niger, Northern Mariana Islands, Palau, Papua New Guinea, Paraguay, Saint Barthélemy, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and the Grenadines, Sierra Leone, Solomon Islands, South Sudan, Suriname, Swaziland, Togo, Trinidad and Tobago, Turks and Caicos Islands, Virgin Islands (British), Virgin Islands (U.S.), Zambia, Zimbabwe

RM3808 Network Services 2**Lot 1 – Data Access Services**

Vodafone IP-VPN

Public Sector

Extended Access Group: 1		
Country	Region	Carrier
Jordan	Middle East	Batelco
Kuwait	Middle East	Batelco
Qatar	Middle East	Batelco
Saudi Arabia	Middle East	Batelco
Kuwait	Middle East	Bharti Airtel
Namibia	Africa	Bharti Airtel
China	Asia	China Telecom
China	Asia	China Unicom
China	Asia	CITIC Telecom CPC *
Taiwan	Asia	CITIC Telecom CPC
Cambodia	Asia	FPT
Laos	Asia	FPT
Myanmar	Asia	FPT
Vietnam	Asia	FPT
Argentina	Central & S America	Neutrona (IFX)
Bolivia	Central & S America	Neutrona (IFX)
Brazil	Central & S America	Neutrona (IFX)
Chile	Central & S America	Neutrona (IFX)
Colombia	Central & S America	Neutrona (IFX)
Ecuador	Central & S America	Neutrona (IFX)
Guatemala	Central & S America	Neutrona (IFX)
Mexico	Central & S America	Neutrona (IFX)
Paraguay	Central & S America	Neutrona (IFX)
Perú	Central & S America	Neutrona (IFX)
Venezuela	Central & S America	Neutrona (IFX)
Bangladesh	South Asia	PCCW
Botswana	Africa	PCCW
Cook Islands	Pacific	PCCW
Fiji	Pacific	PCCW
Ghana	Africa	PCCW
Kenya	Africa	PCCW
Kiribati	Pacific	PCCW
Mauritius	Africa	PCCW
Mozambique	Africa	PCCW
Namibia	Africa	PCCW
New Caledonia	Pacific	PCCW
Nigeria	Africa	PCCW
Niue	Pacific	PCCW
Norfolk	Pacific	PCCW
Pakistan	South Asia	PCCW
Papua New Guinea	Pacific	PCCW
Samoa	Pacific	PCCW
Solomon Island	Pacific	PCCW
South Africa	Africa	PCCW
Sri Lanka	South Asia	PCCW
Tanzania	Africa	PCCW
Tonga	Pacific	PCCW

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Public Sector



Uganda	Africa	PCCW
Vanuatu	Pacific	PCCW
Zambia	Africa	PCCW
Zimbabwe	Africa	PCCW
Japan	Asia	SoftBank Telecom
Argentina	Central & S America	Telecom Italia Sparkle (TIS)
Bolivia	Central & S America	Telecom Italia Sparkle (TIS)
Brazil	Central & S America	Telecom Italia Sparkle (TIS)
Chile	Central & S America	Telecom Italia Sparkle (TIS)
Colombia	Central & S America	Telecom Italia Sparkle (TIS)
Ecuador	Central & S America	Telecom Italia Sparkle (TIS)
Guatemala	Central & S America	Telecom Italia Sparkle (TIS)
Mexico	Central & S America	Telecom Italia Sparkle (TIS)
Paraguay	Central & S America	Telecom Italia Sparkle (TIS)
Perú	Central & S America	Telecom Italia Sparkle (TIS)
Venezuela	Central & S America	Telecom Italia Sparkle (TIS)
Italy	Europe	Telecom Italia Sparkle (TIS)
Greece	Europe	Telecom Italia Sparkle (TIS)
Malta	Europe	Telecom Italia Sparkle (TIS)
Malaysia	Asia	Telekom Malaysia
Canada	North America	Telus

*CITIC is available to existing CITIC Buyers only.

Extended Access Group: 2		
Country	Region	Carrier
Nigeria	Africa	Bharti Airtel
Saudi Arabia	Middle East	Bharti Airtel
South Africa	Africa	Bharti Airtel
Antigua	Caribbean	C&W Communications
Barbados	Caribbean	C&W Communications
Bermuda	North America	C&W Communications
British Virgin Islands	Caribbean	C&W Communications
Caribbean	North America	C&W Communications
Cayman Islands	Caribbean	C&W Communications
Dominica	Caribbean	C&W Communications
Grenada	Caribbean	C&W Communications
Jamaica	Caribbean	C&W Communications
St. Kitts	Caribbean	C&W Communications
St. Lucia	Caribbean	C&W Communications
St. Vincent	Caribbean	C&W Communications
Anguilla	Caribbean	C&W Communications
Montserrat	Caribbean	C&W Communications
Turks & Caicos	Caribbean	C&W Communications
Indonesia	Asia	TELIN Singapore
Argentina	Central & S America	TIWS
Bolivia	Central & S America	TIWS
Brazil	Central & S America	TIWS
Chile	Central & S America	TIWS
Colombia	Central & S America	TIWS

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Vodafone IP-VPN

Public Sector



Extended Access Group: 2		
Country	Region	Carrier
Ecuador	Central & S America	TIWS
Guatemala	Central & S America	TIWS
Mexico	Central & S America	TIWS
Paraguay	Central & S America	TIWS
Perú	Central & S America	TIWS
Venezuela	Central & S America	TIWS
Angola	Africa	Vodacom Business Africa
Botswana	Africa	Vodacom Business Africa
Cameroon	Africa	Vodacom Business Africa
Cote D'Ivoire (Republic of)	Africa	Vodacom Business Africa
Djibouti	Africa	Vodacom Business Africa
DRC	Africa	Vodacom Business Africa
DRC	Africa	Vodacom Business Africa
Equatorial Guinea	Africa	Vodacom Business Africa
Ghana	Africa	Vodacom Business Africa
Kenya	Africa	Vodacom Business Africa
Kenya	Africa	Vodacom Business Africa
Lesotho	Africa	Vodacom Business Africa
Liberia	Africa	Vodacom Business Africa
Madagascar	Africa	Vodacom Business Africa
Malawi	Africa	Vodacom Business Africa
Mauritius	Africa	Vodacom Business Africa
Mozambique	Africa	Vodacom Business Africa
Namibia	Africa	Vodacom Business Africa
Nigeria	Africa	Vodacom Business Africa
Rwanda	Africa	Vodacom Business Africa
Senegal	Africa	Vodacom Business Africa
South Africa	Africa	Vodacom Business Africa
South Africa	Africa	Vodacom Business Africa
South Africa	Africa	Vodacom Business Africa
South Africa	Africa	Vodacom Business Africa
South Africa	Africa	Vodacom Business Africa
Swaziland	Africa	Vodacom Business Africa
Tanzania	Africa	Vodacom Business Africa
Tanzania	Africa	Vodacom Business Africa
Uganda	Africa	Vodacom Business Africa
Zambia	Africa	Vodacom Business Africa
Zimbabwe	Africa	Vodacom Business Africa
Cameroon	Africa	Vodacom Business Africa
Tanzania	Africa	Vodacom Business Africa
Ghana	Africa	Vodacom Business Africa
India	India	Vodafone India Limited (VIL)
Qatar	Middle East	Vodafone Qatar
Qatar	Middle East	Vodafone Qatar
Qatar	Middle East	Vodafone Qatar

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Vodafone IP-VPN

Public Sector

Extended Access Group: 3		
Country	Region	Carrier
Angola	Africa	Internet Solutions
Ethiopia	Africa	Internet Solutions
Botswana	Africa	Internet Solutions
Ghana	Africa	Internet Solutions
Kenya	Africa	Internet Solutions
Mauritius	Africa	Internet Solutions
Mozambique	Africa	Internet Solutions
Namibia	Africa	Internet Solutions
Nigeria	Africa	Internet Solutions
South Africa	Africa	Internet Solutions
Tanzania	Africa	Internet Solutions
Uganda	Africa	Internet Solutions
Zambia	Africa	Internet Solutions
Zimbabwe	Africa	Internet Solutions
Guam	Pacific	PCCW
Nepal	South Asia	PCCW
Bangladesh	South Asia	TATA
Nepal	South Asia	TATA
Pakistan	MENA	TATA
Sri Lanka	South Asia	TATA
Kuwait	Middle East	Tawasul
Oman	Middle East	Tawasul
Qatar	Middle East	Tawasul
Saudi Arabia	Middle East	Tawasul
Algeria	Africa	Telecom Italia Sparkle (TIS)
Bosnia	Europe	Telecom Italia Sparkle (TIS)
Croatia	Europe	Telecom Italia Sparkle (TIS)
Cyprus	Europe	Telecom Italia Sparkle (TIS)
Egypt	Africa	Telecom Italia Sparkle (TIS)
KOSOVO	Europe	Telecom Italia Sparkle (TIS)
Libya	Africa	Telecom Italia Sparkle (TIS)
Montenegro	Europe	Telecom Italia Sparkle (TIS)
Morocco	Africa	Telecom Italia Sparkle (TIS)
Serbia	Europe	Telecom Italia Sparkle (TIS)
Slovenia	Europe	Telecom Italia Sparkle (TIS)
Tunisia	Africa	Telecom Italia Sparkle (TIS)
Indonesia	Asia	Telekom Malaysia
Sri Lanka	South Asia	Telekom Malaysia
Extended Access Group: Reasonable Endeavors		
Country	Region	Carrier
Tanzania	Africa	Bharti Airtel
UAE	Middle East	Bharti Airtel
Uganda	Africa	Bharti Airtel
Zambia	Africa	Bharti Airtel
Zimbabwe	Africa	Bharti Airtel
Algeria	Africa	Orange Business Services (France Telecom International)
Guinea	Africa	Orange Business Services (France Telecom International)
Mauritania	Africa	Orange Business Services (France Telecom International)
Ethiopia	Africa	PCCW
Egypt	Africa	Vodafone Egypt

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3. Section 1 – IP Backbone Core RTD Targets in Milliseconds (ms)

Round Trip Delay Service Level Targets between two IP Backbone Core Routers in milliseconds:

The Round Trip Delay Service Levels for the IP Backbone Core is calculated as the applicable IP Backbone Core RTD Target in the tables in Section 1 in this document x 1.2.

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Backbone Core RTD Targets in Milliseconds (ms) – Africa:

RTD Matrix	Angola	Botswana	Ivory Coast	Cameroon	Djibouti	DRC	Ghana	Equatorial Guinea	Kenya	Lesotho	Mauritius	Madagascar	Mozambique	South Africa	Malawi	Namibia	Nigeria	Senegal	Swaziland	Tanzania	Uganda	Zambia	Zimbabwe	UK
[Redacted content]																								

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IP Backbone Core RTD Targets in Milliseconds (ms) – UK:

Row Labels	UK - Aberdeen	UK - Addlestone	UK - Bedford	UK - Birmingham	UK - Bracknell	UK - Brighton	UK - Bristol	UK - Edinburgh	UK - Glasgow	UK - Inverness	UK - Leeds	UK - Livingston	UK - London	UK - Manchester	UK - Milton Keynes	UK - Newcastle	UK - Sheffield	UK - Swindon	UK - Tingley	UK - Warrington	UK - Watford
[Redacted content]																					

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Section 2 – Round Trip Delay Service Level Targets – Extended Access

The following targets are indicative only.

Round Trip Delays in Milliseconds (ms) for Cable & Wireless Communications (Caribbean):

Antigua	Barbados	BVI	Cayman	Dominica	Grenada	Jamaica	St. Kitts	St. Lucia	Miami NNI	NY NNI
[Redacted content]										

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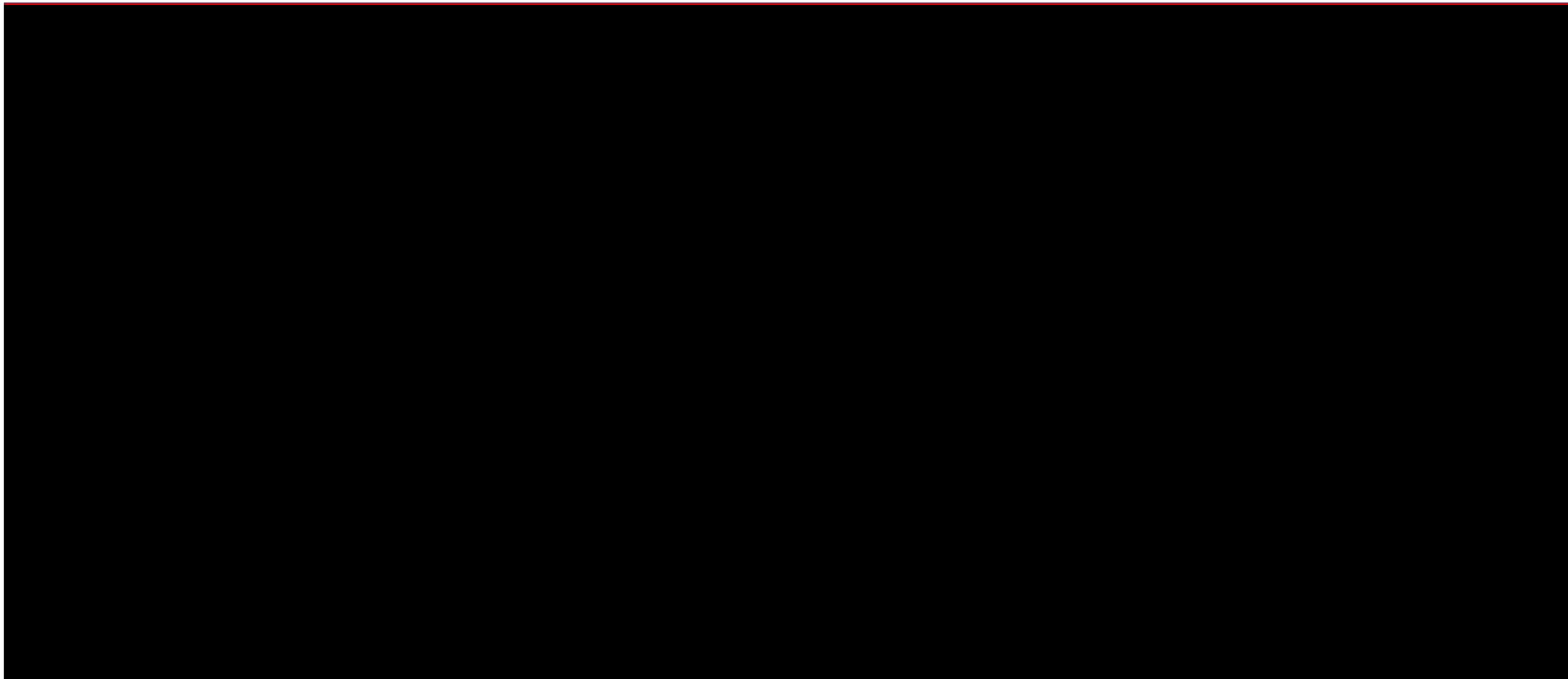
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Round Trip Delay in Milliseconds (ms) for Telekom (Malaysia):



Vodafone will make available to the Buyer Extended Access RTD Service Levels for countries not listed in this document upon request.

Network Based Internet Access, Secure Network Gateway and Secure Remote User Access Availability

Calculation: Percentage Availability is calculated as: $[(A - B)/A] \times 100$.

“A” equals the number of whole minutes in the Monthly Measurement Period.

“B” equals the number of whole minutes that the Service is Unavailable in the Monthly Measurement Period

“Unavailable” or “Unavailability” means data cannot be transported through the applicable Service Demarcation Point for Enhanced NBIA, SRUA, and/or SNG Services for reasons other than Excluded Events.

a) Target Availability

	Single PoP location	Geographic Diversity
Percentage availability	99.9%	99.99%



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Together we can

RM3808 - Network Services 2

Service Offer Reference: RM3808-Lot1-VodafoneLtd-#046

Lot(s): 1

Effective Date: 01/07/2022

Expiry Date: 16/08/2023



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Lot 1 – Data Access Services

Vodafone Dedicated Internet Access

Public Sector



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Vodafone Dedicated Internet Access

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1. The Service – Overview and why Vodafone

- 1.1. Dedicated Internet Access provides fast and reliable access to the Internet over a dedicated access circuit provided at a range of fixed and burstable bandwidths from 10Mbps to 10Gbps.
- 1.2. Vodafone will provide you with wide area connectivity for the provision of a managed or unmanaged point-to-point data-only connection and/or wide area connectivity for the provision of a managed or unmanaged point-to-internet/cloud data-only connection (the “Service”).
- 1.3. Vodafone is committed to providing our Buyers with a truly fast, reliable, and exceptional service. With Dedicated Internet Access from Vodafone, businesses that have outgrown or have greater demands that cannot be accommodated can benefit from our comprehensive portfolio of Connect, Communicate and Collaborate services. We can help businesses consolidate communications, simplify supplier management, and provide tangible cost savings. Vodafone’s strong relationship with the IP backbone allows us to be one of the world’s most reliable networks, making it simple to tailor Dedicated Internet Access to exactly the way you want it.

2. Conditions on the Buyer

- 2.1. In the event of a conflict between the terms and conditions included within this Service Offer and the RM3808 Framework or Call-Off terms, then the Framework or Call-Off terms will take precedence.

This Service Offer is available to Buyers that meet and agree to the following criteria:

- 2.2. General Conditions on the Buyer
 - a) In accordance with Joint Schedule 7 (Financial Difficulties) paragraph 2.2, Joint Schedule 7 (Financial Difficulties) shall not apply to any Call-Off Contract entered into incorporating this Service Offer.
 - b) Authorised Users: Access by Buyer to the Services and Equipment is limited to authorised Users. If Vodafone provides each authorised User with User Details, Buyer is responsible for: (a) The security of the User Details; and (b) providing Vodafone with the identity of the authorised Users and keeping that information current. Vodafone accepts no liability for any unauthorised or improper use or disclosure of any User Details. Buyer is liable for all acts and omissions conducted using the User Details up until the time that it informs Vodafone that they are being used without authority or may be compromised.
 - c) Additional Service Recipient: If Buyer wishes to add Additional Service Recipients, the Buyer shall: (a) provide the full corporate details of the Additional Service Recipient; (b) seek approval in writing from Vodafone; (c) inform the Additional Service Recipient of the contractual arrangements; and (d) agree to pay such additional charges as Vodafone may reasonably request in relation to the approval of such requests.
 - d) Save as expressly permitted under this Agreement, Buyer shall not resell, distribute, provide or sub-license the Services or Equipment (except Buyer Equipment) to any third party.
 - e) Buyer shall take appropriate measures to back up data and otherwise protect against loss of data under this Agreement.
 - f) Terms of use: Buyer shall not (a) make unauthorised modifications to the Services (b) use the Services as a means to establish permanent services, relay connections or interconnection services or any similar commercial activities, (c) do anything that causes the Network to be impaired; (d) use automated means to make calls, texts or send data (including via a GSM Gateway), unless expressly authorised in this Agreement or (e) use the Services in a way that may reasonably be considered to be a nuisance, defamatory, offensive, abusive, obscene or in a violation of any person’s rights or is illegal, fraudulent or contrary to good faith commercial practise to Vodafone’s detriment. Buyer shall comply with the AUP in using the Services. Buyer shall notify Vodafone immediately of any breach of security or unauthorised use of the Services.
 - g) Service Monitoring: Buyer gives express consent for Vodafone to monitor Buyer’s use of the service (and disclose and otherwise use the information obtained) only to: (a) the extent allowed by applicable law; (b) comply with applicable law; (c) protect the Network from misuse; (d) protect the integrity of the public

RM3808 Network Services 2**Lot 1 – Data Access Services****Vodafone Dedicated Internet Access**

Public Sector



internet and/or Vodafone's systems and Networks; (e) the extent necessary to determine if Buyer has breached any conditions or restrictions on use of the Service; (f) provide the Service; and /or (g) take other actions agreed or requested by Buyer.

- h) Security: Buyer shall take reasonable steps in line with commercial good practise with entities it controls to limit misuse or threat to the Service or Network; and address any misuse or threat identified by Vodafone through the implementation of appropriate security or user controls. Buyer must seek prior approval from Vodafone before running any security tests, vulnerability scans or penetration tests on Equipment or Services.
- i) Buyer acknowledges that Buyer Equipment not authorised for use on the Network or any unauthorised attempt to repair or tamper with the Equipment may result in an impaired User experience and/or invalidate the manufacturer's warranty.
- j) Buyer must maintain, install, update, or follow Vodafone's reasonable recommendations regarding Equipment maintenance or upgrades.
- k) Equipment that is (i) out of manufacturer's warranty; or (ii) End Of Life is used at the Buyer's risk unless expressly agreed otherwise by Vodafone.
- l) Buyer shall:
 - i) Appropriately configure its Equipment to enable consumption of the Service.
 - ii) Maintain Buyers Equipment
 - iii) Provide details to facilitate the delivery, provisioning and billing of the Services requested by Vodafone at the time of ordering.
 - iv) Secure and keep in place, or assist Vodafone to obtain (at the Buyer's cost), all relevant third party consents and approvals necessary for the purposes of providing, and preparing for the provision of, the Service. Such consents and approvals include obtaining any necessary wayleave on Vodafone's standard terms.
- m) Where Buyer terminates the Call-Off Contract during the Initial Period, the Buyer agrees to pay Vodafone's reasonable and proven losses resulting from the termination of the Call-Off Contract.
- n) This Service Offer is subject to survey. In the event the Site Survey output results in an increased price from the Call-Off Contract then the Buyer has the right to cancel in accordance with the terms of this Service Offer and Call-off Contract.
- o) Unless otherwise agreed and stated in the Buyer's Call-Off Contract, the Buyer will be liable for any additional costs charged to Vodafone by third parties in connection with the provision of the Services. Such charges (often referred to as Excess Construction Charges) are detailed in the Ancillary Services section of this Service Offer. These charges will be notified to the Buyer before any construction works take place and In the event that this results in an increased price from the call off the Buyer has the right to cancel this call off contract in accordance with the terms of this Service Offer and Call off Contract.
- p) Format: If Buyer requires this Service Offer (including bills, communications, or any document referred to therein) in a different format, please contact your Vodafone account manager, or frameworks_team@vodafone.com who will clarify Buyer requirements.

2.3. Fixed Services Conditions on the Buyer

- a) **Service Commencement Date:** Buyer shall notify Vodafone within 5 Working Days of the Service Commencement Date if the Services do not conform to the standard testing criteria and provide sufficient supporting details. Upon receipt of notification, Vodafone shall take reasonable action to meet the standard testing criteria.

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Public Sector



- b) Vodafone-Owned Equipment: The following will apply where Vodafone provides Fixed Equipment for Buyer's use with a Service:
- i) Title: Title to the Fixed Equipment at all times belongs to Vodafone, its suppliers, or subcontractors (subject only to any rights which may be granted to Buyer in respect of Vodafone Software as set out in this Service Offer).
 - Buyer Obligations: Buyer agrees to:
 - ii) provide secure storage for Fixed Equipment that is sent to Buyer Sites prior to installation;
 - iii) use the Fixed Equipment only for the purpose of using the Services, in accordance with Vodafone's instructions and applicable Law;
 - iv) allow only Vodafone's authorised representatives to add to, move, modify, inspect., test or alter the Fixed Equipment (either on Buyer Site or remotely);
 - v) adequately insure for, and notify Vodafone immediately of, loss, breach or suspected breach or damage to the Fixed Equipment;
 - vi) only connect the Fixed Equipment to the Network using a network termination point that has been approved in advance by Vodafone;
 - vii) provide Vodafone with adequate power supply, connection, and space for the operation of the Fixed Equipment at Buyer Sites and in the case of BPE, patch cords and cabling and provide Vodafone 10 Working Days' notice of any known disruptive event (such as power disconnection); and additionally, specifically in relation to BPE:
 - A) appoint a local security representative to ensure the physical security of the BPE who will grant access by approved authorised personnel only and conduct routine physical checks, including ensuring tamper evident labels remain intact; and
 - B) ensure that the physical environment in which the BPE is housed is appropriate for the protective marking of the data being transmitted through such Fixed Equipment. In particular (i) BPE must be located in a communications room or other isolated area that is suitable to limit the occurrence of accidental or malicious damage to the BPE; and (ii) if the BPE is located in a shared environment, then it must be kept in a dedicated locked cabinet or rack. If that is not possible, robust access control mechanisms must be implemented by Buyer, with access only available with prior approval from Buyer's local security representative.
- c) Buyer Equipment: Where Buyer provides Buyer Equipment for use with a Service Buyer shall (and Buyer acknowledges that failure to do so will excuse Vodafone from liability for failure to deliver the Service):
- i) install and configure the Buyer Equipment at the Buyer Sites by the date necessary to allow Vodafone to perform its obligations;
 - ii) maintain the Buyer Equipment including prompt installation of security patches and updates;
 - iii) promptly after the Service terminates, give Vodafone access to and reasonable help with disconnecting Buyer Equipment from the Service; and
 - iv) warrant and undertake that Buyer has full authority to permit Vodafone to perform the Services using the Buyer Equipment
- d) Buyer Sites: For the purposes of preparing for and delivery of the Services, Buyer shall:
- i) carry out, or permit Vodafone or its subcontractors to conduct, a Site Survey;
 - ii) prepare the Buyer Site for the Services in accordance with Vodafone's instructions;

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- iii) allow and/or have in place (or assist Vodafone to do so at Buyer's cost) all third-party consents necessary to allow Vodafone or its subcontractors and agents (and obtain consents from third parties to allow) to:
 - A) access the Buyer Sites, and any Buyer Equipment, Fixed Equipment or Equipment, and third-party property located there, as Vodafone reasonably requires to perform its obligations under this Agreement (including for the purposes of installing and uninstalling Equipment (whether in the Buyer Sites or outside) and providing and preparing for the provision of, the Services) and including access outside Working Hours; and
 - B) ensure that Buyer Sites are safe and have a suitable working environment.
 - e) Emergency Services:
 - i) General: In the event of a power cut or failure affecting Buyer's fixed line and/or broadband Service, or a failure of the internet connection on which the Service relies, Buyer may not be able to make calls including calls to emergency services. This may also affect any calls using the internet including calls to emergency services (see, below in 2.3(e)(iii)).
 - ii) Buyer obligations: Buyer shall:
 - A) provide Vodafone with complete and accurate Buyer Site address information; and
 - B) give Vodafone at least 30 days' written notice of any change to the location of any Fixed Equipment and to any change to the relevant Buyer Site address information
 - C) Buyer acknowledges that any failure to provide the information required may render emergency services unable to identify User's location.
 - iii) Calls using the internet: Additionally, where a Service places calls using the internet, Buyer shall:
 - A) make Users accessing the Service via a soft client aware that Vodafone may be unable to automatically determine their location if they make an emergency services call using the Services; and
 - B) ensure that such Users provide their location details in the event that they make an emergency services call using the Services. In the event of a power failure, the emergency call placed will be routed over the Network and not through the Service; and
 - C) provide registered address where a Buy or User will make calls over the internet including if there are multiple addresses where such calls will be made, and keep information on all such locations up to date.
- 2.4. Tiered Support Services conditions on Buyer
- a) Buyer shall provide Vodafone with an email address for correspondence and shall be responsible for keeping Vodafone updated of any change.
 - b) Buyer shall carry out an initial analysis of any Incident reported to its Buyer's Service Desk, to establish whether the Incident should be referred to Vodafone. Buyer shall ensure it provides Vodafone with a key site list of all Buyer Sites that require BMI on or before the Service Commencement Date and shall further ensure that it notifies Vodafone of any updates or amendments to the key site list during the relevant Initial Period. The Buyer is required to ensure that the first key site list and any updates or amendments to the key site list are notified by email to the appointed service manager at Vodafone.
 - c) Service Desk: Buyer's Service Desk is the service desk provided by Buyer that will be the initial point of contact between Vodafone and Buyer, in relation to the Tiered Support Services.

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- d) Buyer shall nominate, and notify Vodafone of, one or more points of contact that shall be the primary management interface between Buyer and Vodafone and who shall have the authority contractually to bind Buyer for the purpose of enabling Vodafone to deliver the Tiered Support Services.

2.5. Dedicated Internet Access Conditions on the Buyer

- a) If using an existing Global IP-MPLS Network Access Bearer (i.e. Multi-Service Access Bearer - MSAB) for Dedicated Internet Access then Only Bandwidth and Router (if required) pricing should be applied.
- b) The Buyer shall provide 10/100/1000 Mbps Ethernet (IEE802.3-2015) LAN port and RJ45 cable, or for 10Gbps Ethernet (IEEE802.3-2015) services, 10GBASE-SR multi-mode fibre interface with LC connector to connect to the Supplier Network Termination Unit or where supplied the BPE router. Alternative interfaces can be agreed at time of order

The Buyer shall, at the time of ordering any of the Services under this Service Offer:

- c) Provide full details of the Services required and the Buyer site locations to enable validation of the Order Form. Such details shall include:
 - i) Access and/or Service Bandwidth required
 - ii) Rack location
 - iii) Room name or room number
 - iv) Building name, number, and floor.
 - v) Street name, town, city & postcode
- d) For each Buyer Site location, the Buyer shall provide a site contact name and contact details to include:
 - i) Contact telephone and email address
- e) Where the services are to be provisioned at a Buyer site that is owned by a third party landlord the Buyer shall advise the landlord or site owner's details including:
 - i) Landlord or site owner company name
 - ii) Name of nominated representative, including contact details
 - iii) Landlord or site owner building address including:
 - A) Room name and/or room number
 - B) Building name, number, and floor.
 - C) Street name, town, city & postcode
- f) The Buyer shall provide full details to enable billing of the Service including:
 - i) Billing contact name, telephone, and email contact details
 - ii) Purchase order references
 - iii) Billing entity/company name
 - iv) Billing address
 - v) VAT Registration Number
- g) Provide details to facilitate the delivery, provisioning and billing of the services requested by Vodafone at the time of ordering

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- h) PSTN connection: Buyer shall not (and shall ensure that its Users shall not) connect or seek to connect the Services to the public switched telecommunications network (PSTN) where prohibited by Applicable Law (for example, in Turkey, Egypt and the UAE).
- i) Third-Party Provider: Where required by Applicable Law, the Service may be provided in a given country by a Third-Party Provider. Buyer shall be aware that in certain geographic locations, Vodafone will provide the Services through the use of a local Third-Party Provider (“Third-Party Provider Supplied Internet Access Services”).
- j) Regulated Items: The export and/or import of certain Vodafone provided hardware and software (including, without limitation, the NTE if provided with Ethernet access, and any Managed Vodafone Supplied Router where contracted for) (“Regulated Items”) is subject to domestic and/or foreign government export and/or import laws, rules, policies, procedures, restrictions and regulations (“Export/Import Controls”). Buyer represents and warrants the following for Regulated Items: (a) Buyer will export, import and/or disclose them only in strict compliance with applicable Export/Import Controls; and (b) Buyer will not try in any manner to evade US or any other jurisdiction’s export controls on encryption. Buyer acknowledges that the Export/Import Controls may include a complete prohibition on the export, re-export, import and/or use of a Regulated Item in certain jurisdictions thereby precluding the use of Internet Access Services in these jurisdictions.
- k) Access Circuits: Vodafone will not be liable for any degradation of performance by, or fault to, the Access Circuit that occurs as a result of, or in connection with, technical limitations beyond Vodafone’s control.
- l) DNS: Notwithstanding the assistance provided by Vodafone regarding DNS services as set out in the Service Specification, Buyer is responsible for ensuring that Buyer has all necessary rights or licences to use Buyer Domain Names or that Buyer have all necessary rights and consents to have them registered.
- m) IP Address and Autonomous System Numbers (“ASNs”): IP Addresses and ASNs that Vodafone make available for Buyer are not owned by Vodafone and they are subject to availability and to recall and suspension by the relevant authorising bodies.
- n) Black holing: Vodafone will Black Hole traffic to affected Services in response to a DDoS attack if (a) there is an attack on the Vodafone IP Backbone that is affecting the Service at one or more Buyer Sites; (b) Vodafone believes that there is a reasonable danger of congestion on a Service Element; and (c) if Buyer requests Vodafone to Black Hole specific IP Addresses or an IP Address range belonging to Buyer’s network. Buyer may request to control the activation of Black Holing using the Service Change Request Procedure. Black Holed data will be lost and is not recoverable either during or following an occurrence of a DOS or DDoS attack. Vodafone is not responsible for any loss of data, loss of use or other loss arising from Black Holing.
- o) Providing Service over Existing Global IP-MPLS Network Access Bearers: Buyer may use an existing Global IP-MPLS Network Access Bearer (also referred to as existing MSAB (Multi-Service Access Bearer) within the Service Specification) for its IP-VPN Service also for Dedicated Internet Access. In this case, if Buyer terminates the IP-VPN Service at the Buyer Site, then the associated Dedicated Internet Access Service at that Buyer Site will also terminate.
- p) Any Changes to the Service, including ordering additional Services or amending an existing Service, shall be subject to the following service change request procedure (“Service Change Request Procedure”):
 - i) If either Party wishes to propose a change, it shall notify the other Party of that fact by sending a written request to the other Party’s account manager, specifying in as much detail as is reasonably practicable the nature of the requested change.
 - ii) As soon as reasonably practicable after sending or receiving a written request for a change, Vodafone shall provide Buyer with a brief written proposal in relation to the relevant change (a “Change Control Proposal”) including, where applicable, the following information: (i) details of the proposed change and its impact on the Service including, without limitation, any changes to the Service, Service Levels and any other variations to this Agreement; (ii) a statement of the cost and expense of implementation and

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on-going operation of the relevant change, including any alteration of the charges or additional charges relating to the proposed change; (iii) a timetable for the implementation of the change; and (iv) details of the impact, if any, of the proposed change on any existing Services.

- iii) Buyer shall review Vodafone's Change Control Proposal as soon as reasonably practicable and will either accept or reject the proposed Change Control Proposal. If the Parties agree with the proposed Change Control Proposal, they shall issue an amendment to the Agreement authorising the change in the form of a change Order.
- iv) If it is necessary to use additional resources or to incur any other additional costs in making a change, they shall be calculated as a change to the Charges. Vodafone shall have no obligation to commence work in connection with any change until a relevant change Order authorising a change is executed by the Parties in writing.
- q) Where a new Buyer Site is added via the Service Change Request Procedure or where a Configuration Change to an existing Buyer Site has been approved via the Service Change Request Procedure, Vodafone will notify Buyer of specific site requirements at the Buyer Sites.

3. Outline Implementation Plan

- 3.1. Vodafone provides you with a comprehensive service, moving you from the Service Commencement Date per the Call-Off Contract to your first bill. Vodafone's outline Implementation Plan is detailed below, and this will be updated to become the draft Implementation Plan once the Call-Off Contract has been received by Vodafone:
 - a) Vodafone will validate the Call-Off Contract containing the details of the Services being implemented under this Service Offer.
 - b) Vodafone will confirm the Call-Off Contract with a representative from the Buyer's organisation advising of any missing details.
 - c) Once all details are provided by the Buyer, Vodafone will submit the order for delivery and advise the Ready for Service target date to the Buyer.
 - d) Vodafone will manage the intermediate activities supporting the implementation process.
 - e) Vodafone will conduct end-to-end testing and confirm to the Buyer when the Service is ready for use.

4. Exit Management Plan

- 4.1. Whether the Buyer would like to cease or move their services to a new provider entirely, Vodafone's Exit Management plan is outlined below;
 - a) The Buyer will notify Vodafone of its plan to cease or migrate away from any service within the minimum termination period agreed within the call off-contract.
 - b) Vodafone will extract a contract end date report which will detail the current account set up and any applicable termination fees that will apply to the Buyers final invoice.
 - c) Upon formal request from the Buyer, Vodafone, where applicable, will generate relevant authorisation/decommissioning codes within applicable Law and regulation and within the regulatory time period.
 - d) The Buyer will manage their relationship and migration plan with their new supplier and, if applicable, share any relevant data provided by Vodafone to their new supplier

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5.1. For the purposes of this Service Offer:

- a) The provisions of this Service Level Agreement are compliant with the Service Maintenance Level 1 as set out in Schedule 14 of the Call-Off Terms.

5.2. Vodafone Tiered Support Service Model

- a) In addition to the Service Level Agreement in Service Maintenance Level 1 as set out in Schedule 14 of the Call-Off Terms the Buyer will also benefit from the following additional Tiered Support Service Model (“TSSM”) as part of the Service,

- i) Service Request Fulfilment Support Services:

A) Response and Acknowledgement

Deliverable	Contact Method	SLT
Vodafone Initial Response	Email	Near Instant

- ii) Incident Management Support Services:

A) Incident Management Response and Acknowledgement:

Deliverable	Contact Method	SLT
Vodafone will provide the means to report an Incident and provide an Initial Response by the same means.	Telephone	90% of calls answered <20 seconds

B) Incident Management Diagnosis:

Deliverable	Contact Method	SLT
Following an Initial Response and as part of initial diagnosis, Vodafone will: (a) determine the Infrastructure Service or Supported System on which the incident has occurred; and (b) determine the perceived impact and urgency of the incident including assessment against the criteria for a Major Incident Vodafone will route the Incident Record to the appropriate support function for expert diagnosis and subsequent management.	Telephone	<30 minutes
Vodafone will contact the party raising the incident to confirm Resolution and closure.	Telephone	<24 hours from Resolution

- iii) Financial Management (Billing) Support Services:

A) Billing Queries:

Deliverable	Contact Method	SLT
Vodafone will provide the means to raise billing queries and provide an Initial Response via email	Email	Near Instant
Vodafone will ensure that all billing queries received via email are Acknowledged	Email	<24 hours

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iv) Operational Change Management Support Services

- A) A Vodafone-designated “Change Manager” will be responsible for changes and the change management process established by Vodafone from time to time. The Change Manager may be from Vodafone, Buyer or a third party, dependent upon where Vodafone (acting reasonably) determines that responsibility for change governance resides.
- B) Notification of Planned and Essential Operational Changes:

Deliverable	Contact Method	SLT
Vodafone will provide notification of a Planned Outage	Email	10 Working Days
Vodafone will notify Buyer in advance, where reasonably possible, of the scheduling of an Essential Outage	Email	>48 hours

v) Service Request Catalogues

- A) Vodafone may make one or more “Service Request Catalogues” available to Buyer through its online portal at OnePortal (“Portal”). A URL for the Portal will be provided to the Buyer via the support handbook. Service Request Catalogues contain information about the Tiered Support Services and Service Requests, including those Service Requests that will be self-serviced by the Buyer and those that will be serviced by Vodafone, broken down by Service.
- B) Any Service Request Catalogue information made available to Buyer is provided for guidance only; it is not binding on Vodafone and does not form part of this Agreement.
- C) Vodafone may change the information contained in the Service Request Catalogue at its discretion, via a catalogue update, provided that the changes do not materially affect the nature of the Tiered Support Services delivered to Buyer.

6. Optional Schedules

This Service Offer assumes that the Buyer is not electing to take any of the following Optional Schedules;

- 6.1. Call-Off Schedule 3 of the Call-Off Contract shall not apply.
- 6.2. Call-Off Schedule 4 of the Call-Off Contract shall not apply.
- 6.3. Call-Off Schedule 7 of the Call-Off Contract shall not apply.
- 6.4. Call-Off Schedule 10 of the Call-Off Contract shall not apply.
- 6.5. Call-Off Schedule 13 of the Call-Off Contract shall not apply.
- 6.6. Call-Off Schedule 15 of the Call-Off Contract shall not apply.
- 6.7. Call-Off Schedule 16 of the Call-Off Contract shall not apply.
- 6.8. Call-Off Schedule 17 of the Call-Off Contract shall not apply.
- 6.9. Call-Off Schedule 18 of the Call-Off Contract shall not apply.
- 6.10. Call-Off Schedule 20 of the Call-Off Contract shall not apply.
- 6.11. Call-Off Schedule 22 of the Call-Off Contract shall not apply.
- 6.12. Joint Schedule 9 of the Call-Off Contract shall not apply.
- 6.13. Joint Schedule 12 of the Call-Off Contract shall not apply.

Should the Buyer wish to take any of the above schedules, then these may be subject to additional charges. Please contact your Vodafone account manager, or frameworks_team@vodafone.com who will clarify your requirements, and where needed publish a new Service Offer containing the selected Optional Schedules.

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7. Mandatory Schedules

- 7.1. In accordance with the Supplier's obligations under any Call-Off Contract, Vodafone has developed and will maintain the following reports and plans, which are available to view, download, print or save, on Vodafone's Public Sector Portal. By entering into a Call-Off Contract Buyer confirms that it accepts the following reports and plans as is, with no alteration:
- a) Call-Off Schedule 1 (Transparency Reports) - Transparency Report in accordance with Call-Off Schedule 1.
 - b) Call-Off Schedule 8 (Business Continuity and Disaster Recovery) – Business Continuity and Disaster recovery Plan in accordance with Call-Off Schedule 8.
 - c) Call-Off Schedule 9 (Security) - Security Management Plan in accordance with Call-Off Schedule 9. The Security Management Plan for any Deliverables purchased under this Service Offer shall be the Supplier's Security Management Plan published on Vodafone's Public Sector Portal. By entering into a Call-Off Contract the Buyer acknowledges and agrees:
 - i) the Supplier has prepared and delivered the Security Management Plan (published as set out above) to the Buyer; and
 - ii) the Buyer has approved the Security Management Plan, in accordance with Call-Off Schedule 9 (Security) Part A: Short Form Security Requirements.

8. Service Description and Price Card

8.1. Primary Services

The Vodafone Dedicated Internet Access Services provide Buyer with symmetrical access to the public internet either over dedicated access bearers, shared access bearers, or directly to Vodafone's IP-VPN network. The Service is provided using the Global Vodafone IP Backbone or a combination of the Global Vodafone IP Backbone and the Vodafone Global IP-MPLS Networks. The term "Service" or "Services" in these Service Specific Terms means the Internet Access Services (as further detailed in the Service Specification).

Wires Only – Buyers have the option of a 12, 24 or 36-month term.

Dedicated Symmetrical Access Circuits - Buyers do not have to share their bandwidth with anyone else. Buyers receive all the bandwidth that they are paying for. Symmetrical circuits allow Buyers to utilise the full available bandwidth for either upstream or downstream traffic. There are no restrictions on monthly usage or additional charges for large files.

Choice of access connectivity - Fibre-based Ethernet, connections at any of the standard 10Mbps, 100Mbps, 1000Mbps or 10Gbps speeds. The Dedicated Internet Access Service can be provided at a range of lower 'throttled' speeds, so Buyers only pay for the bandwidth provided. The Buyer can take the higher bandwidth when the Buyer's requirements change. Buyers are able to order the following committed bandwidth combinations;

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Buyer Premise Equipment (BPE) (i.e. Routers) – where ordered these will be installed, configured, managed and maintained by Vodafone. BPE and other devices inherit the physical controls of the Buyer environment in which they are installed. In addition to these physical controls, additional controls are deployed to help mitigate the risks associated with power (feeds, power distribution units, UPS or equivalent backup generators) and cabling security (e.g. change management, dual routing, cable labelling, tidy & careful cabling to documented standards (e.g. avoids bends, kinks), use of ducting and where possible enclosed metal or clear conduit. There are three types of BPE a Buyer can rent;

- a) Low – Router hardware capable of supporting the requested VPN (port) throughput bandwidth as measured using an IMIX traffic profile
- b) Medium – Router hardware capable of supporting the requested VPN (port) throughput bandwidth as detailed in the router pricing section.
- c) High – Router hardware capable of offering a higher service performance and supporting upgrades in VPN (port) bandwidth without a change in router hardware. Premium router hardware shall be capable of supporting the maximum VPN (port) bandwidth possible on the chosen access connectivity based on a IMIX traffic profile. Premium router hardware should be selected where there is a requirement for a small average 64 Byte packet size (such as for large IP Voice traffic usage)

Access Circuit Bandwidth	Committed Service Bandwidths	Committed + Burst Service Bandwidths (Global IP-MPLS Access types only)	Access Technology	Interface (Buyer Provided Router)
10Mbps	2, 4, 6, 8, 10Mbps	5Mbps burst to 10Mbps	Ethernet	RJ45
100Mbps	10, 15, 20, 30, 40, 50, 60, 70, 80, 90, 100Mbps	10Mbps burst to 20Mbps 20Mbps burst to 40Mbps 50Mbps burst to 100Mbps	Ethernet	RJ45
1000Mbps	100, 200, 250, 300, 400, 500, 600, 700, 800, 900, 1000Mbps	100Mbps burst to 200Mbps 200Mbps burst to 400Mbps 500Mbps burst to 1000Mbps	Ethernet	1000Base SX/LX
10Gbps	1, 1.5, 2, 2.5, 3, 3.5, 4, 5, 6, 7 & 10Gbps	N/A	Ethernet	10G LAN PHY

- Ethernet circuits may be provided on fibre or copper access technology
- Burst options only available where DIA delivered over dedicated access bearer
- Service bandwidths are inclusive of all protocol & access network transmission overheads

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Wires Only Service – 12 Month Term

Service	Technology	Install Charge		Annual Recurring Charge			Additional Distance Charge (Per KM) *1
		Access	Total	Access	Bandwidth	Subtotal	
[Redacted Pricing Table Content]							

Pricing for Resilient Service is the SUM of 2 x Single Circuit Pricing

*1 The Additional Distance Charge (per KM) is calculated by measuring from the Buyer location to the closest Vodafone network site. The distance will be calculated at time of order and multiplied by the value within the appropriate cell above

Burst Service Bandwidth - Allowing Buyers to increase their access to the internet by 'bursting' to twice their committed (in contract) rate. This is ideal when extra bandwidth only occasionally required. The pricing for Burst Service Bandwidth is highlighted in red in the pricing tables above.

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Wires Only Service – 24 Month Term

Service	Technology	Install Charge		Annual Recurring Charge			
		Access	Total	Access	Bandwidth	Subtotal	Additional Distance Charge (Per KM) *1

Pricing for Resilient Service is the SUM of 2 x Single Circuit Pricing

*1 The Additional Distance Charge (per KM) is calculated by measuring from the Buyer location to the closest Vodafone network site. The distance will be calculated at time of order and multiplied by the value within the appropriate cell above

Burst Service Bandwidth - Allowing Buyers to increase their access to the internet by 'bursting' to twice their committed (in contract) rate. This is ideal when extra bandwidth only occasionally required. The pricing for Burst Service Bandwidth is highlighted in red in the pricing tables above.

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Wires Only Service – 36 Month Term

Service	Technology	Install Charge		Annual Recurring Charge			Additional Distance Charge (Per KM) *1
		Access	Total	Access	Bandwidth	Subtotal	
[Redacted Pricing Table Content]							

Pricing for Resilient Service is the SUM of 2 x Single Circuit Pricing

*1 The Additional Distance Charge (per KM) is calculated by measuring from the Buyer location to the closest Vodafone network site. The distance will be calculated at time of order and multiplied by the value within the appropriate cell above

Burst Service Bandwidth - Allowing Buyers to increase their access to the internet by 'bursting' to twice their committed (in contract) rate. This is ideal when extra bandwidth only occasionally required. The pricing for Burst Service Bandwidth is highlighted in red in the pricing tables above.

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Managed Vodafone Supplied Router – 12 Month Term

Service	Technology	Install Charge £	Annual Recurring Charge £								
		BPE	Low Spec BPE	BPE Max Throughput	BPE	Med Spec BPE	BPE Max Throughput	BPE	High Spec BPE	BPE Max Throughput	BPE
[Redacted content]											

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Managed Vodafone Supplied Router – 24 Month Term

Service	Technology	Install Charge	Annual Recurring Charge £								
		£	BPE	Low Spec BPE	BPE Max Throughput	BPE	Med Spec BPE	BPE Max Throughput	BPE	High Spec BPE	BPE Max Throughput
[Redacted content]											

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Managed Vodafone Supplied Router – 36 Month Term

Service	Technology	Install Charge	Annual Recurring Charge £								
		£	BPE	Low Spec BPE	BPE Max Throughput	BPE	Med Spec BPE	BPE Max Throughput	BPE	High Spec BPE	BPE Max Throughput
[Redacted content]											

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Performance Reporting (Per Site)

To help the Buyer better understand how the Service is meeting their internet traffic needs. The table below outlines the pricing for Performance Reporting services per Buyer Site.

Performance Reporting per Site

Term
1-year term
2-year term
3-year term

Internet Features

- Public IP Addresses
- Domain Name Transfer and Registration

The table below outlines the pricing for the Intern

Quantity

Per Block of 48

Domain	
Type	
UK	
COM	
ORG	
GOV	
AC	

Domai	
Type	
UK	
COM	
ORG	
GOV	
AC	



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8.2 Ancillary Services

Ancillary Charges associated with services provided by a third party /OL0

Unless otherwise agreed and stated in the Buyer's Call-Off Contract, the Buyer will be liable for any additional costs charged to Vodafone by third parties in connection with the provision of the Services. Such Charges include but are not limited to the following:

Feature	Single Payment Charge	Connection Charge £ Ex. VAT
Survey Fee/ Planning Charge (Previously included in other charges) This item will only be charged if Excess Construction Charges are accepted by a Buyer except for Non-Standard Lines where the Survey Fee will be charged with every order. It will be included as an item within the excess charge's calculation and each resurvey additional to the first survey will increment the cost by a further £244.52		
Breaking/Drilling through each external wall		
Breaking/Drilling through each internal concrete wall		
Breaking/Drilling through each internal non-concrete wall		
Provision of each Pole		
Provision of a new footway box (Surface area up to 0.5 sqm)		
Provision of a new medium size footway box (Surface area between 0.5 sqm and 1 sqm)		
Provision of a new large size footway box (Surface area greater than 1 sqm)		
Provision of a new small carriageway box (Surface area up to 1 sqm)		
Provision of a new medium size carriageway box (Surface area between 1 sqm and 1.25 sqm)		
Provision of a new large size carriageway box (Surface area greater than 1.25 sqm)		
Cable (fibre or copper) including any jointing required (per metre)		
Copper cable supplied for the Buyer to lay to agreed entry and termination points (per metre). (minimum 20m supply) This charge includes on site termination and jointing work by Openreach to connect and terminate the cable. If the order is for less than 40 metres		
Directly buried cable (including any cable and wayleave costs) (per metre)		
Moleploughing cable or fibre in subduct (includes any cable and wayleave costs) (per metre)		
Blown Fibre (per metre)		
Blown Fibre Tubing in Duct (per metre)		
Fibre Cable (per metre)		
Internal cabling (including Internal Blown Fibre Tubing) (per metre)		
New Ductwork - Softsurface (includes wayleave costs) (per metre)		
New Ductwork - Footway (includes wayleave costs) (per metre)		
New Ductwork - Carriageway (includes wayleave costs) (per metre)		
Trunking and traywork within end-user's curtilage (per metre)		
Overblow Services (per 100 metres)		

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Site Visits by Vodafone

Additional site visits requested by the Buyer or abortive site visits will be charged as per the following table;

Ancillary Charge per visit	Description	Working Hours	Out of Normal Working Hours A *	Out of Normal Working Hours B **
Site Visit	Buyer Site Visit required or requested (a Site Visit not identified in the Call-Off Contract)			
Aborted Site Visit†	Vodafone's engineer Site Visit for an appointment but cannot gain access to do the work required or the site has not been appropriately prepared as per Vodafone instructions			
Site Survey	Additional Site Survey			
Extended Site Visit	Should the engineer need to extend the period on-site for any Buyer related reason additional charges will be incurred e.g., Access delays, non-adherence to Vodafone instructions			
Buyer site visit Fault/Incident outside of Vodafone domain†	Buyer Site Visit to investigate a reported Fault/Incident, which transpires to be outside the domain of the services provided by Vodafone. (e.g services provided by the Buyer or its Third-Party Providers).			
Buyer special request	Buyer requests e.g., for a Vodafone engineer with specific accreditation or a named Vodafone engineer, or a security clearance outside of contractual terms			
Cancelled Site Visit	Buyer caused cancellation of engineering Site Visit Note: No Charge if cancelled more than 48 hours before the scheduled appointment			

* (any time outside of normal Working Hours on Monday to Friday and including any time on Saturday but excluding any time within Out of Normal Working Hours B)

** any time on a Sunday or Public Holiday in the UK)

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Professional Services

Vodafone offer a range of professional services including technical consultancy, project management and on-site service management.

Charges	
	Maximum daily rates excluding expenses
Consultants	
Junior Consultant	
Consultant	
Senior Consultant	
Principal Consultant	
Partner/ Director	
Contractors / IT Specialists	
Senior Analyst/ Team Leader	
Systems Analyst & Designers	
Analyst/ Programmers	
Application Programmers	
System Programmers	
Database Administrators	
Network Administrators	
Capacity Planners	
Configuration Managers	
IT Trainers	
Documentation Specialists	
Project Administrators	

9. Key Sub-Contractors

- Openreach Limited
 - Kelvin House, 123 Judd Street, London, United Kingdom, WC1H 9NP
 - 10690039
- Virgin Media Limited
 - Media House, Bartley Wood Business Park, Hook, Hampshire, RG27 9UP
 - 02591237

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**10. Definitions**

The following definitions are applicable to this Service Offer;

Access Circuit	a circuit which connects a Buyer Site to the Global IP-MPLS Network and onwards to an Internet Edge Router on the Vodafone IP Backbone or connects directly between the Buyer Site and an Internet Edge Router.
Acknowledge	a confirmation given to Buyer that a particular request or Incident raised is valid and the provision to Buyer of a unique reference for it. "Acknowledge" shall be construed accordingly.
Additional Service Recipients	a Buyer Group entity which is not a direct party to this Agreement, but which is named in this Agreement as a beneficiary of the Services or otherwise approved to receive the Services
Agreement	means the Call-Off Contract and Service Offer.
Annual Measurement Period	the period of twelve (12) months from the Service Commencement Date or each anniversary of the Service Commencement Date thereafter (or a period of twelve months as otherwise agreed between the parties).
AUP	Vodafone's acceptable use policy available on request.
Black Hole	to Black Hole traffic (aka Black Holing) is to drop that traffic before it reaches its destination. Typically, purposely done to avoid Denial of Service at the destination.
BMI	a "Buyer major incident", being the highest category of Impact for an Incident resulting in significant disruption to the business of Buyer.
Burst Service Bandwidth	an amount of Service Bandwidth that Vodafone shall use reasonable endeavours to provide to Buyer.
Buyer Equipment	hardware, Software, or any other tangible material not supplied by Vodafone that is used with or to access the Service. Any Equipment Buyer purchases from Vodafone shall be considered to be Buyer Equipment once title has passed to the Buyer.
Buyer Domain Name	the meaning set out in the Service Offer.
Buyer Edge Router	a router to which the Access Circuit is connected at a Buyer Site.
Buyer Group	Buyer and any company in which Buyer has the beneficial ownership of more than 50% of the issued share capital, or the legal power to direct the general management of the company in question, either at or after the date of the Call-off Contract.
Buyer Provided Router	a Buyer Edge Router at a Buyer Site that has been provided by Buyer and is used with the Service and which is managed by Buyer or by another service provider. The Buyer Provided Router is not owned by Vodafone.
Buyer's Service Desk	is the service desk provided by Buyer which will be the initial point of contact between Vodafone and Buyer.
Buyer Site	as the context permits a Buyer's premises (either owned by Buyer or a third party) which Vodafone needs to access in order to deliver or install Equipment and/or to provide the

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	Services or the location where the Services are to be provided, as set out in the Call-Off Contract.
Committed Service Bandwidth	an amount of Service Bandwidth that Vodafone commit to provide to Buyer.
Configuration Changes	Hard Configuration Changes and/or Soft Configuration Changes.
BPE (Buyer premises equipment)	Fixed Equipment on Buyer Site.
DNS	Domain Name Service and has the meaning set out in the Service Specification.
End Of Life	where Vodafone or a manufacturer of Equipment declares that the type of Equipment is end-of-life (or otherwise stops marketing, selling or supporting it).
Equipment	hardware, Vodafone Software, and any other tangible equipment (other than SIMs) supplied by, or on behalf of, Vodafone to Buyer for use in receiving the Services. Equipment excludes Buyer Equipment.
Essential Outage	an Outage that is not a Planned Outage including, but not limited to, Outages caused by a force majeure event or an act or omission of any third party which is beyond Vodafone's reasonable control.
Existing Global IP-MPLS Network Access Bearer	means a last mile connection into the Buyer Site from Vodafone's MPLS point of presence.
Fixed Equipment	hardware, Vodafone Software, BPE and any other tangible equipment (other than SIMs and mobility equipment) supplied by or on behalf of, Vodafone to Buyer for use in receiving the Services.
Fully Diverse	means two BPE with two access tails that connect to two different multi service provided edge ("MSPE") nodes, which backhaul to two different IER nodes.
Global IP-MPLS Network	the private, MPLS based, network with underlying transport owned by Vodafone.
GSM Gateway	any equipment containing a SIM card which enables the routing of calls from fixed apparatus to mobile equipment by establishing a mobile to mobile call.
Hard Configuration Change	a change to the Internet Access Services provided to Buyer that may include one or more of the following: <ul style="list-style-type: none"> (a) transfer of service from one Buyer Site to another; (a) migrating between physical Access Circuit options; (b) modifications requested by Buyer to alter the Internet Access Services at a Buyer Site requiring physical intervention; (c) physical movement of a Buyer Site; or (d) the cessation of an Internet Access Service at a Buyer Site.
Helpdesk(s)	the Buyer Services Helpdesk
Incident	any fault or problem which affects the Internet Access Services provided to Buyer, which is not: (i) an Excluded Event, (ii) a result of an Outage, (iii) a failure at another Buyer's Site; (iv) a failure in relation to Third Party Provider Supplied Internet Access Services; (v) any failure of

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	the BSE/BPE; or (vi) failure in relation to a Third Party Provider Supplied Internet Access Services (vii) an unplanned interruption to an IT service or reduction in the quality of an IT service. Failure of a configuration item that has not yet affected Service is also an Incident.
Incident Record	a record containing the details and lifecycle of an Incident.
Infrastructure Services	an IT service that is not directly used by Buyer's business but is required for the provision of other IT services (for example either a Functional Service, connectivity service, hosting service or any combination thereof).
Initial Response	a first response from Vodafone to an individual raising a request or Incident, such as answering the telephone or replying to an email.
Internet Edge Router ("IER")	a router on the Vodafone IP Backbone to which an Access Circuit connects to either directly or once it has traversed the Global IP-MPLS Network.
IP Address	a numerical label that is assigned to any device participating in a computer network that uses the public internet for communication between its nodes
Managed	the Service package where Vodafone supplies, installs, maintains and manages the managed Vodafone Supplied Router as further outlined in clause 3.6 of these Service Specific Terms and the Service Specification.
Network	the communications network together with the equipment and premises that are connected to such network and which are used by Vodafone to perform the Services.
Network Based Internet Access	the delivery of Internet Access to a Buyer via a Secure Network Gateway to a Buyer's Vodafone provided IP-VPN Service.
Network Latency	as described in Annex 1.
Network Termination Equipment" or "NTE"	a device used to terminate Buyer's connection where Buyer has Ethernet access.
Outage	a temporary and unavoidable interruption in service, which is necessary for Vodafone to carry out essential maintenance or network upgrades.
Packet Loss	as described in Annex 1.
Planned Outage	the scheduled unavailability of an Infrastructure Service.
Primary IP Backbone Nodes	a specific node on the Vodafone IP Backbone as identified by Vodafone from time to time and notified to Buyer.
Resolution	the exercise by Vodafone of its reasonable endeavours to repair the root cause of an Incident or Problem, or to implement a workaround.
Router	a router that is used in connection with the Service which may be either a Managed Vodafone Supplied Router or a Buyer Provided Router.
Secure Network Gateway	the infrastructure used to provide Network Based Internet Access in conjunction with a Vodafone IP-VPN service. The Secure Network Gateways are connected to Vodafone's IP Backbone and Global IP-MPLS network.

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Services	the Vodafone product(s) detailed in this Service Offer.
Service Bandwidth	the level of bandwidth that may be available to Buyer, which can be Committed Service Bandwidth or Burst Service Bandwidth.
Service Commencement Date	the date of completion of Vodafone's testing when the Service is ready for use.
Service Demarcation Point	the access interface on the Managed Vodafone Supplied Router or Access Circuit.
Service Request	a request from a user for information, or advice, or for a Standard Change or for access to an IT service made in accordance with the requirements of the relevant Service Request Catalogue.
Site Survey	a survey of a Buyer's Site to assess whether (in Vodafone's opinion) the existing infrastructure is sufficient for providing the Services and detailing what the Buyer needs to do to receive the Service.
Soft Configuration Change	a change to the Internet Access Services provided to Buyer that does not constitute a Hard Configuration Change, including, without limitation, the following: <ul style="list-style-type: none"> a. modifying or providing new IP Addresses; or modifying the Committed Service Bandwidth provided over an Access Circuit.
Standard Change	a pre-approved Change that is low risk, relatively common and follows a procedure or work instruction. The types of Standard Changes available are listed in a Service Request Catalogue.
Supplier	where used in this Service Offer or Call-Off Contract means Vodafone
Third Party Provider	a Key Subcontractor or third party contracted by Vodafone or Buyer that provides a Service, or that provides a service that connects to a Service.
Tiered Support Service Model or TSSM	the tiered support services provided by Vodafone in accordance with the service level agreement set out herein.
User	an individual end user of the Services who is approved by Buyer and who must be a permanent or temporary employee or sub-contractor of Buyer or an Additional Service Recipient unless otherwise specified in this Agreement.
User Details	a user name, password, or other access information used by a User to access the Service and/or Equipment.
Vodafone IP Backbone	is collectively represented by Vodafone autonomous system Networks known as AS1273, AS6660 and AS2529.
Vodafone Software	any Software supplied by Vodafone or its licensors to Buyer (including Software embedded in any Equipment).
Vodafone Supplied Router	a Buyer Edge Router at a Buyer Site that is provided and Managed by Vodafone.
Wires Only	Buyer supplies, installs, maintains and manages the Buyer Provided Router.
Working Days	Monday to Friday inclusive, other than public holidays in the UK.

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Working Hours	the hours between 8.00am and 6.00pm on each Working Day.
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RM3808 Network Services 2**Lot 1 – Data Access Services****Vodafone Dedicated Internet Access****Public Sector****Annex 1 – Dedicated Internet Access Availability**

Service Configuration at relevant Buyer Site	Percentage availability at the Service Demarcation Point of each Buyer Site (P)
Single Service	99.90%
Dual Parent (Diverse Internet Edge Routers)	99.95%
Dual Parent (Fully Diverse)	100%
<p>Calculation:</p> <p>Service availability at the Service Demarcation Point for each Buyer Site will be calculated as follows:</p> $P = \frac{A - B}{A} \times 100\%$ <p>where:</p> <p>P = percentage availability A = number of minutes in the relevant Annual Measurement Period B = number of whole minutes during which the Internet Access Services are Unavailable in the Annual Measurement Period, excluding time where the Internet Access Services are Unavailable due to: (i) Outages; (ii) an Excluded Event; (iii) a failure at the other Buyer Site; (iv) a failure in relation to a Third-Party Provider Supplied Internet Access Service or (v) any failure of the BSE/BPE.</p> <p>This Availability Service Level only applies to Internet Access Services provided at those Buyer Sites directly connected to Vodafone's Global IP-MPLS Network or Internet Edge Router. The Availability Service Level does not apply to Third Party Provider Supplied Internet Access Services or Network Based Internet Access.</p> <p>This Availability Service Level is measured as the percentage of time the Internet Access Service is available at the Service Demarcation Point of each Buyer Site in an Annual Measurement Period.</p> <p>Unavailable or Unavailability means a Buyer Site cannot access the Vodafone IP Backbone, unless the unavailability arises out of, or in connection with, any of the following:</p> <ol style="list-style-type: none"> an Outage; an Excluded Event; a failure at the other Buyer Site; or any failure of the BSE/BPE. <p>The period of Unavailability shall be measured in accordance with the Incident Commencement and Resolution Rules set out in clause 1.3 above.</p>	

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Service Degradation

Monthly average Network Latency and Packet Loss Service Levels		
Region	Parameters	Service Level target
Europe	Network Latency (ms)	35
	Packet Loss (%)	0.2
Europe UK	Network Latency (ms)	20
	Packet Loss (%)	0.2
Europe North America	Network Latency (ms)	90
	Packet Loss (%)	0.2
Europe Asia	Network Latency (ms)	310
	Packet Loss(%)	0.2
UK	Network Latency (ms)	35
	Packet Loss(%)	0.2
UK North America	Network Latency (ms)	90
	Packet Loss (%)	0.2
UK Asia	Network Latency (ms)	210
	Packet Loss (%)	0.2
North America	Network Latency (ms)	65
	Packet Loss (%)	0.2
North America Asia	Network Latency (ms)	165
	Packet Loss(%)	0.2
Asia	Network Latency (ms)	90
	Packet Loss(%)	0.2

This Service Degradation Service Level applies to the Network Latency and Packet Loss performance of the Vodafone IP Backbone. The Service Degradation Service Level does not apply to Third Party Provider Supplied Internet Access Services.

Network Latency - measures the amount of time that it takes for data to travel between specific Primary IP Backbone Nodes, and back, on the Vodafone IP Backbone within each Region and between Regions.

The Service Level performance for Network Latency will be calculated as follows: (i) within a Region - by taking an average of the average monthly Network Latency performance for all routes between Primary IP Backbone Nodes within that Region; and (ii) between two Regions - by taking the monthly average Network Latency of the two Primary IP Backbone Nodes with the lowest Network Latency between those Regions.

Packet Loss measures the percentage of data that is lost during the transit of data between specific Primary IP Backbone Nodes on the Vodafone IP Backbone within each Region and between each Region.

The Service Level performance for Packet Loss will be calculated as follows: (i) within a Region detailed above - by taking an average of the average monthly Packet Loss performance for all routes between Primary IP Backbone Nodes within that Region; and (ii) between two Regions - by taking the monthly average Packet Loss for all routes between Primary IP Backbone Nodes between those Regions.

The Service Level targets for Network Latency and for Packet Loss may vary from time to time. Vodafone will notify Buyer when this happens. Changes to these targets that are beneficial to Buyer, (ie where the target increases), will apply as soon as Vodafone announce them. In all other circumstances the changes shall apply with effect from such date as Vodafone may notify to Buyer, or if Vodafone has not notified Buyer of such a date then they shall apply automatically from the start of the following Renewal Term.



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business

Together we can

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Service Offer Reference: RM3808-Lot1-VodafoneLtd-#047

Lot(s): 1

Effective Date: 01/07/2022

Expiry Date: 16/08/2023



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Vodafone Enterprise Broadband

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1. The Service – Overview and why Vodafone

- 1.1 The Vodafone Enterprise Broadband (VEB) Service is provided using, at Vodafone's option, ADSL and FTTC broadband access technologies carried over the Vodafone Network and any third-party network that Vodafone uses to offer the Service. The Service includes unlimited broadband usage within the limits of Vodafone's Acceptable Use Policy ("AUP").
- 1.2 Vodafone will provide you with wide area connectivity for the provision of a managed or unmanaged point-to-point data-only connection and/or wide area connectivity for the provision of a managed or unmanaged point-to-internet/cloud data-only connection.
- 1.3 Vodafone is a Tier 1 global carrier – this means our internet network is peered directly with the rest of the world. Many others go via several other networks with associated problems with SLAs, delay, and reliability.
- 1.4 Mobile voice and data Primary Services shall be delivered through Vodafone's mobile network. In November 2018, the Vodafone Network delivered 99.90% UK-wide outdoor 2G coverage, with 3G covering 99.72% and 4G covering currently 98.90% of the UK population. The network provides a high degree of overlap and uses increased signal levels, where required, to penetrate buildings and improve service coverage

2. Conditions on the Buyer

- 2.1 In the event of a conflict between the terms and conditions included within this Service Offer and the RM3808 Framework or Call-Off terms, then the Framework or Call-Off terms will take precedence.

This Service Offer is available to Buyers that meet and agree to the following criteria:

- 2.2 General Conditions on the Buyer
 - a) In accordance with Joint Schedule 7 (Financial Difficulties) paragraph 2.2, Joint Schedule 7 (Financial Difficulties) shall not apply to any Call-Off Contract entered into incorporating this Service Offer.
 - b) Authorised Users: Access by Buyer to the Services and Equipment is limited to authorised Users. If Vodafone provides each authorised User with User Details, Buyer is responsible for: (a) The security of the User Details; and (b) providing Vodafone with the identity of the authorised Users and keeping that information current. Vodafone accepts no liability for any unauthorised or improper use or disclosure of any User Details. Buyer is liable for all acts and omissions conducted using the User Details up until the time that it informs Vodafone that they are being used without authority or may be compromised.
 - c) Additional Service Recipient: If Buyer wishes to add Additional Service Recipients, the Buyer shall: (a) provide the full corporate details of the Additional Service Recipient; (b) seek approval in writing from Vodafone; (c) inform the Additional Service Recipient of the contractual arrangements; and (d) agree to pay such additional charges as Vodafone may reasonably request in relation to the approval of such requests.
 - d) Save as expressly permitted under this Agreement, Buyer shall not resell, distribute, provide or sub-license the Services or Equipment (except Buyer Equipment) to any third party.
 - e) Buyer shall take appropriate measures to back up data and otherwise protect against loss of data under this Agreement.
 - f) Terms of use: Buyer shall not (a) make unauthorised modifications to the Services (b) use the Services as a means to establish permanent services, relay connections or interconnection services or any similar commercial activities, (c) do anything that causes the Network to be impaired; (d) use automated means to make calls, texts or send data (including via a GSM Gateway), unless expressly authorised in this Agreement or (e) use the Services in a way that may reasonably be considered to be a nuisance, defamatory, offensive, abusive, obscene or in a violation of any person's rights or is illegal, fraudulent or contrary to good faith commercial practise to Vodafone's detriment. Buyer shall comply with the AUP in using the Services. Buyer shall notify Vodafone immediately of any breach of security or unauthorised use of the Services.

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- g) Service Monitoring: Buyer gives express consent for Vodafone to monitor Buyer's use of the service (and disclose and otherwise use the information obtained) only to: (a) the extent allowed by applicable law; (b) comply with applicable law; (c) protect the Network from misuse; (d) protect the integrity of the public internet and/or Vodafone's systems and Networks; (e) the extent necessary to determine if Buyer has breached any conditions or restrictions on use of the Service; (f) provide the Service; and /or (g) take other actions agreed or requested by Buyer.
- h) Security: Buyer shall take reasonable steps in line with commercial good practise with entities it controls to limit misuse or threat to the Service or Network; and address any misuse or threat identified by Vodafone through the implementation of appropriate security or user controls. Buyer must seek prior approval from Vodafone before running any security tests, vulnerability scans or penetration tests on Equipment or Services.
- i) Buyer acknowledges that Buyer Equipment not authorised for use on the Network or any unauthorised attempt to repair or tamper with the Equipment may result in an impaired User experience and/or invalidate the manufacturer's warranty.
- j) Buyer must maintain, install, update, or follow Vodafone's reasonable recommendations regarding Equipment maintenance or upgrades.
- k) Equipment that is (i) out of manufacturer's warranty; or (ii) End Of Life is used at the Buyer's risk unless expressly agreed otherwise by Vodafone.
- l) Buyer shall:
 - i) Appropriately configure its Equipment to enable consumption of the Service.
 - ii) Maintain Buyers Equipment
 - iii) Provide details to facilitate the delivery, provisioning and billing of the Services requested by Vodafone at the time of ordering.
 - iv) Secure and keep in place, or assist Vodafone to obtain (at the Buyer's cost), all relevant third party consents and approvals necessary for the purposes of providing, and preparing for the provision of, the Service. Such consents and approvals include obtaining any necessary wayleave on Vodafone's standard terms.
- m) Where Buyer terminates the Call-Off Contract during the Initial Period, the Buyer agrees to pay Vodafone's reasonable and proven losses resulting from the termination of the Call-Off Contract.
- n) This Service Offer is subject to survey. In the event the Site Survey output results in an increased price from the Call-Off Contract then the Buyer has the right to cancel in accordance with the terms of this Service Offer and Call-off Contract.
- o) Format: If Buyer requires this Service Offer (including bills, communications, or any document referred to therein) in a different format, please contact your Vodafone account manager, or frameworks_team@vodafone.com who will clarify Buyer requirements.

2.3 Fixed Services Conditions on the Buyer

- a) Service Commencement Date: Buyer shall notify Vodafone within 5 Working Days of the Service Commencement Date if the Services do not conform to the standard testing criteria and provide sufficient supporting details. Upon receipt of notification, Vodafone shall take reasonable action to meet the standard testing criteria.
- b) Vodafone-Owned Equipment: The following will apply where Vodafone provides Fixed Equipment for Buyer's use with a Service:

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- i) Title: Title to the Fixed Equipment at all times belongs to Vodafone, its suppliers or subcontractors (subject only to any rights which may be granted to Buyer in respect of Vodafone Software as set out in this Service Offer).

Buyer Obligations: Buyer agrees to:

- ii) provide secure storage for Fixed Equipment that is sent to Buyer Sites prior to installation;
 - iii) use the Fixed Equipment only for the purpose of using the Services, in accordance with Vodafone's instructions and applicable Law;
 - iv) allow only Vodafone's authorised representatives to add to, move, modify, inspect., test or alter the Fixed Equipment (either on Buyer Site or remotely);
 - v) adequately insure for, and notify Vodafone immediately of, loss, breach or suspected breach or damage to the Fixed Equipment;
 - vi) only connect the Fixed Equipment to the Network using a network termination point that has been approved in advance by Vodafone;
 - vii) provide Vodafone with adequate power supply, connection, and space for the operation of the Fixed Equipment at Buyer Sites and in the case of BPE, patch cords and cabling and provide Vodafone 10 Working Days' notice of any known disruptive event (such as power disconnection); and additionally, specifically in relation to BPE:
 - A) appoint a local security representative to ensure the physical security of the BPE who will grant access by approved authorised personnel only and conduct routine physical checks, including ensuring tamper evident labels remain intact; and
 - B) ensure that the physical environment in which the BPE is housed is appropriate for the protective marking of the data being transmitted through such Fixed Equipment. In particular (i) BPE must be located in a communications room or other isolated area that is suitable to limit the occurrence of accidental or malicious damage to the BPE; and (ii) if the BPE is located in a shared environment, then it must be kept in a dedicated locked cabinet or rack. If that is not possible, robust access control mechanisms must be implemented by Buyer, with access only available with prior approval from Buyer's local security representative.
- c) Buyer Equipment: Where Buyer provides Buyer Equipment for use with a Service Buyer shall (and Buyer acknowledges that failure to do so will excuse Vodafone from liability for failure to deliver the Service):
- i) install and configure the Buyer Equipment at the Buyer Sites by the date necessary to allow Vodafone to perform its obligations;
 - ii) maintain the Buyer Equipment including prompt installation of security patches and updates;
 - iii) promptly after the Service terminates, give Vodafone access to and reasonable help with disconnecting Buyer Equipment from the Service; and
 - iv) warrant and undertake that Buyer has full authority to permit Vodafone to perform the Services using the Buyer Equipment
- d) Buyer Sites: For the purposes of preparing for and delivery of the Services, Buyer shall:
- i) carry out, or permit Vodafone or its subcontractors to conduct, a Site Survey;
 - ii) prepare the Buyer Site for the Services in accordance with Vodafone's instructions;
 - iii) allow and/or have in place (or assist Vodafone to do so at Buyer's cost) all third-party consents necessary to allow Vodafone or its subcontractors and agents (and obtain consents from third parties to allow) to:

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- A) access the Buyer Sites, and any Buyer Equipment, Fixed Equipment or Equipment, and third-party property located there, as Vodafone reasonably requires to perform its obligations under this Agreement (including for the purposes of installing and uninstalling Equipment (whether in the Buyer Sites or outside) and providing and preparing for the provision of, the Services) and including access outside Working Hours; and
 - B) ensure that Buyer Sites are safe and have a suitable working environment.
- e) Emergency Services:
- i) General: In the event of a power cut or failure affecting Buyer's fixed line and/or broadband Service, or a failure of the internet connection on which the Service relies, Buyer may not be able to make calls including calls to emergency services. This may also affect any calls using the internet including calls to emergency services (see, below in 2.3(e)(iii)).
 - ii) Buyer obligations: Buyer shall:
 - A) provide Vodafone with complete and accurate Buyer Site address information; and
 - B) give Vodafone at least 30 days' written notice of any change to the location of any Fixed Equipment and to any change to the relevant Buyer Site address information
 - C) Buyer acknowledges that any failure to provide the information required may render emergency services unable to identify User's location.
 - iii) Calls using the internet: Additionally, where a Service places calls using the internet, Buyer shall:
 - A) make Users accessing the Service via a soft client aware that Vodafone may be unable to automatically determine their location if they make an emergency services call using the Services; and
 - B) ensure that such Users provide their location details in the event that they make an emergency services call using the Services. In the event of a power failure, the emergency call placed will be routed over the Network and not through the Service.

2.4 Tiered Support Services conditions on Buyer

- a) Buyer shall provide Vodafone with an email address for correspondence and shall be responsible for keeping Vodafone updated of any change.
- b) Buyer shall carry out an initial analysis of any Incident reported to its Buyer's Service Desk, to establish whether the Incident should be referred to Vodafone. Buyer shall ensure it provides Vodafone with a key site list of all Buyer Sites that require BMI on or before the Service Commencement Date and shall further ensure that it notifies Vodafone of any updates or amendments to the key site list during the relevant Initial Period. The Buyer is required to ensure that the first key site list and any updates or amendments to the key site list are notified by email to the appointed service manager at Vodafone.
- c) Service Desk: Buyer's Service Desk is the service desk provided by Buyer that will be the initial point of contact between Vodafone and Buyer, in relation to the Tiered Support Services.
- d) Buyer shall nominate, and notify Vodafone of, one or more points of contact that shall be the primary management interface between Buyer and Vodafone and who shall have the authority contractually to bind Buyer for the purpose of enabling Vodafone to deliver the Tiered Support Services.

2.5 Vodafone Enterprise Broadband Conditions on the Buyer

- a) This Service Offer is subject to an Initial Period of 12 months
- b) Buyer shall not (and shall ensure that its users shall not) connect or seek to connect the Service to the public switched telecommunications network (phone line) otherwise than in accordance with Applicable Law.

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- c) The Service is available from within the UK only and only on Wholesale Line Rental (“WLR”) lines with BT number ranges. It is not available in (i) the City of Hull; (ii) the Isle of Man; (iii) the Channel Islands; or (iv) the Republic of Ireland (Eire).

The Buyer shall:

- d) provide, and appropriately configure its own equipment and facilities (including router and access line unless ordered as part of the Service) necessary to enable it to use the Service.
- e) be responsible for any changes to its existing systems or policies that are required to enable the Service to work, including its security and disaster recovery infrastructure.
- f) be responsible for any licences or certificates for its existing systems and infrastructure, including active directory licences or trusted SSL certificates, that are necessary for the Service to work.
- g) The Buyer shall, at the time of ordering any of the Services under this Service Offer:
 - i) Provide full details of the Services required and the Buyer site locations to enable validation of the Order Form. Such details shall include:
 - A) Access and/or Service Bandwidth required
 - B) Rack location
 - C) Room name or room number
 - D) Building name, number, and floor.
 - E) Street name, town, city & postcode
 - h) For each Buyer Site location, the Buyer shall provide a site contact name and contact details to include:
 - i) Contact telephone and email address
 - i) Where the services are to be provisioned at a Buyer site that is owned by a third-party landlord the Buyer shall advise the landlord or site owner’s details including:
 - i) Landlord or site owner company name
 - ii) Name of nominated representative, including contact details
 - iii) Landlord or site owner building address including:
 - A) Room name and/or room number
 - B) Building name, number, and floor.
 - C) Street name, town, city & postcode
 - j) The Buyer shall provide full Provide details to facilitate the delivery, provisioning and billing of the services requested by Vodafone at the time of ordering including:
 - i) Billing contact name, telephone, and email contact details
 - ii) Purchase order references
 - iii) Billing entity/company name
 - iv) Billing address
 - v) VAT Registration Number

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- k) Changes to the Buyer's Sites: If during the Initial Period the Buyer notifies Vodafone that it wishes to change the locations of any of the Connections or the Buyer's Sites to which Vodafone supplies the Service, the Agreement will terminate automatically in respect of all relevant Connections (but not otherwise) with effect from the date on which the relevant Connection is relocated. The provision of broadband services to any new location or Buyer Site will be subject to a separate Order and Initial Period.
- l) Following termination of the Service, Buyer will be issued with a final bill, which will be calculated and sent out to the Buyer once all outstanding Charges, This may take up to eight weeks.
- m) Buyer acknowledges it is not possible to terminate only the broadband or line rental or calls element of the Service provided in respect of any Connection. If the Buyer is terminating the Service in respect of any Connection, they should be aware that they will lose all service purchased under these Service Specific Terms in respect of that Connection unless they have made arrangements to have their service transferred to another service provider.
- n) In accordance with the Ofcom Voluntary Business Broadband Speeds Code of Practice ("VCoP") if following notification to Vodafone by the Buyer it is determined that the Buyer's access line speed (speed of data connection between the broadband modem and the local exchange or cable head end) in respect of any Connection is significantly lower than the estimated range of access line speeds detailed in the Call-Off Contract Vodafone shall follow the process set out in this Service Offer. For the purposes of this clause, "significantly below" shall mean the Buyer's actual access line speed for a specific Connection falling below the access line speed achieved by the bottom 10th percentile of Vodafone's relevant base of Buyers as advised to the Buyer at the point of the Buyer reporting its speed issues to Vodafone (the "minimum guaranteed access line speed"). Vodafone's own speed checker shall be used for determining whether the Buyer's access line speed falls below the minimum guaranteed access line speed.
- o) Buyer acknowledges fixed line services will use a connection to the Vodafone network via Openreach exchange lines that are installed or taken over by Vodafone and rented to the Buyer as requested on the order form or which already exist when the line is taken over. The Buyer may request that Vodafone:
 - i) takes over existing WLR lines, retaining the Buyer's existing numbers and call and network features (where applicable);
 - ii) takes over existing WLR lines, with new call and network features;
 - iii) connects new lines with a full range of call and network features; or
 - iv) moves, changes or remove lines or call and network features.

2.6 Delivery Conditions on the Buyer

- a) Vodafone shall notify the Buyer of Agreed Delivery Date in a written confirmation (the "Committed Delivery Date Confirmation"). The Parties agree that each Service component and each Connection at any Buyer Site may have a different Agreed Delivery Date.
- b) Acceptance: The Buyer will be deemed to have accepted the Service on the Agreed Delivery Date unless it cancels the Service before the Cancellation Deadline or notifies Vodafone within five Working Days that the Service was not available on that date, in which case it will be deemed to have accepted the Service on the first date on which the Service is available.

2.7 Third-Party Equipment Conditions on the Buyer

- a) In its use of the Services, the Buyer shall only use Equipment which has been supplied by Vodafone or by a Third-Party Provider from an approved Openreach list.
- b) Warranty: If Vodafone sells Equipment to the Buyer as part of the Services it warrants that such Equipment (excluding any Software) will be materially free from inherent defects for 12 months (the "Warranty Period") following the date of the Order or such longer period as Vodafone may from time to time publish on its

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website. If such Equipment becomes faulty within the Warranty Period, the Buyer shall notify Vodafone in writing and, if Vodafone requests it, return the Equipment at Vodafone's cost. Vodafone will repair or replace (at Vodafone's option) the Equipment within 28 days of notification of the fault (or, if the faulty router is returned, within 28 days of receipt). Vodafone's obligations in this clause do not apply if the Buyer has damaged the Equipment or caused the Equipment to become faulty or if the Equipment becomes faulty outside the Warranty Period.

- c) For the avoidance of doubt, clause above shall not apply if the Buyer has purchased a router from a Third-Party Provider.
- d) Loss of Equipment: If the Buyer's Equipment is lost or stolen after delivery the Buyer must inform Vodafone as soon as possible in order to limit misuse. The Buyer must pay for all Charges incurred in respect of that Equipment until it has informed Vodafone and must continue to pay the Charges until the Agreement has been terminated in accordance with the General Terms.

2.8 Termination of previous service providers:

- a) By entering into this Agreement, the Buyer authorises Vodafone to terminate and migrate its existing broadband and, if fixed line Services are being purchased, fixed line service to Vodafone in respect of each Connection at each Buyer Site.
- b) It is a condition of this Service Offer that where the fulfilment of a Buyer's Order requires Vodafone to terminate and migrate any existing broadband or fixed line agreements (whether such agreement is in the name of the Buyer, any User or any other third party), the Buyer:
 - i) authorises Vodafone to terminate its own, Users' and/or any relevant third party's existing agreements;
 - ii) shall be solely responsible for providing all telephone numbers, addresses and other information which Vodafone requests in connection with any such termination and migration; and
 - iii) shall, before the Agreed Delivery Date, procure that all Users and any third party whose existing broadband or fixed line agreements are to be terminated and migrated in connection with any Order authorise Vodafone to terminate their agreements with previous broadband service providers and previous fixed line service providers in respect of all relevant Connections and comply with all reasonable requirements in connection with such termination and migration (including providing access to any relevant Buyer Site on the Agreed Delivery Date).
- c) Vodafone will not be liable for wrongful cancellation of any agreements between the Buyer or any User or any third party and its previous provider of broadband or fixed line services or for any monies owing, termination fees or any other charges or claims levied by any such previous service provider, BT or any other third party in connection with the termination or migration of existing broadband or fixed line services. The Buyer shall indemnify Vodafone against any and all claims and losses of any nature arising out of or in connection with the termination or migration of any broadband or fixed line services agreements pursuant to this Agreement.

2.9 Coverage: The Buyer acknowledges and agrees that actual throughput speed (actual speed experienced at a particular time when connected to the internet) experienced may be lower than the estimated access line speed due to a number of factors including but not limited to (a) the nature of the Buyer's line; (b) Vodafone's Network capacity; (c) the number of Buyers sharing the relevant network infrastructure; (d) number of Buyers accessing a particular website at any one time or time of day; and (e) Vodafone's AUP.

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2.10 Service Specific Use Conditions on the Buyer

- a) Availability: Buyer acknowledges and agrees that the Service is available from within the UK only and only on Wholesale Line Rental ("WLR") lines with BT number ranges. It is not available in (i) the City of Hull; (ii) the Isle of Man; (iii) the Channel Islands; or (iv) the Republic of Ireland (Eire).
- b) IP Addresses and Domains: Buyer acknowledges and agrees any IP or other network addresses allocated to the Buyer by Vodafone are for use only in connection with the Service, all rights in such addresses belong to Vodafone and the Buyer's right to use them shall revert to Vodafone upon termination of this Agreement.
- c) PSTN Connection: The Buyer shall not (and shall ensure that Users shall not) connect or seek to connect the Services to the public switched telecommunications network (PSTN) otherwise than in accordance with Applicable Law.

2.11 Installation by the Buyer Conditions on the Buyer

If the Buyer installs the Equipment or Buyer Equipment in connection with the Services, it is wholly responsible for:

- a) Connecting a suitable microfilter or pre-filtered master socket to the carrier's master socket (and any extension sockets) at the Buyer Site;
- b) Connecting a suitable router to the relevant port on the microfilter; and
- c) If relevant, connecting a suitable modem for an ADSL or FTTC supplied DSL service to enable access to the Service.
- d) Vodafone will have no liability whatsoever for any loss which the Buyer or any third party suffers as a result of the Buyer installing and/or setting up Equipment or Buyer Equipment to receive this Service.
- e) The Buyer agrees to the terms of any relevant end-used Software licence agreement or such other agreement as may be applicable to govern the use of Equipment and shall be liable for any failure to do so.
- f) The Buyer shall not use the Service or any part of it in a way that in the reasonable opinion of Vodafone or BT could materially affect the quality of any telecommunications service including the Service provided by BT, as notified to the Buyer by Vodafone.

2.12 Telephone Numbers Conditions on the Buyer

- a) Vodafone will make reasonable efforts to retain the Buyer's existing telephone number(s) when the Buyer transfers to Vodafone but may: (i) allocate new telephone numbers to the Buyer; (ii) reallocate or change such telephone numbers as a result of changes in Applicable Law or instructions from any NRA, but in doing so shall use all reasonable efforts to minimize disruption to the Buyer; and (iii) withdraw such telephone numbers where the Buyer or User fails to comply with this Agreement. If the Buyer orders a fixed line and does not request transfer of its existing telephone number(s), Vodafone will allocate a new number to that fixed line.
- b) Subject to the provisions of any Applicable Law, regulation or licence condition, telephone numbers allocated to the Buyer and all rights in those numbers shall belong to Vodafone and the Buyer shall not sell or transfer, or attempt to sell or transfer, any telephone number to a third party. The Buyer shall have no trade name right in any telephone number that Vodafone allocates to it nor any trade name right that may develop in any telephone number allocated to it and Vodafone may withdraw such telephone number(s) where the Buyer or User fails to comply with the Agreement.
- c) Vodafone shall (where applicable) provide a facility for transferring or porting telephone numbers in accordance with Applicable Law and standard industry practice. Where fixed line telephone numbers are to be transferred to Vodafone, then the Buyer will need to complete and send the porting authority letters to Vodafone using templates provided.

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3. Outline Implementation Plan

- 3.1 Vodafone provides you with a comprehensive service, moving you from the Service Commencement Date per the Call-Off Contract to your first bill. Vodafone's outline Implementation Plan is detailed below, and this will be updated to become the draft Implementation Plan once the Call-Off Contract has been received by Vodafone:
- a) With the Buyer representative Vodafone will confirm the serviceability and speeds available and that the details for each site are correct.
 - b) If the Buyer wants to order any optional services, Vodafone will request these as part of the order submission.
 - c) Following that, the Buyer will confirm the Buyer Sites at which it wishes to receive Services and the details for those Sites, and Vodafone will raise the orders for each site.
 - d) Vodafone will send Buyer emails at points during the order process that provide updates on progress and confirmation of the installation date at each Buyer site. Buyer can contact Vodafone during the order process using the contact details from the emails.
 - e) If Buyer has asked Vodafone to provide routers as part of the Service these will be despatched to the agreed delivery address prior to the date the Service goes live.
 - f) Service delivery will include an engineer visit where a new line is required.
 - g) Once the line has been activated on a pre-confirmed date, the User can connect the router to complete service set-up either by plugging the Vodafone provided router or by using Buyer's own approved router and using the username/password combination that Vodafone will send out.
 - h) Vodafone will start billing when the line is activated by Vodafone or its sub-contractor on the Delivery Date notified to the Buyer.

4. Exit Management Plan

- 4.1 Whether the Buyer would like to cease or move their services to a new provider entirely, Vodafone's Exit Management plan is outlined below;
- a) The Buyer will notify Vodafone of its plan to cease or migrate away from any service within the minimum termination period agreed within the call off-contract.
 - b) Vodafone will extract a contract end date report which will detail the current account set up and any applicable termination fees that will apply to the Buyers final invoice.
 - c) Upon formal request from the Buyer, Vodafone, where applicable, will generate relevant authorisation/decommissioning codes within applicable Law and regulation and within the regulatory time period.
 - d) The Buyer will manage their relationship and migration plan with their new supplier and, if applicable, share any relevant data provided by Vodafone to their new supplier

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**5. Service Level Agreement**

5.1 For the purposes of this Service Offer:

- a) The provisions of this Service Level Agreement are compliant with the Service Maintenance Level 1 as set out in Schedule 14 of the Call-Off Terms.

5.2 Vodafone Tiered Support Service Model

- a) In addition to the Service Level Agreement in Service Maintenance Level 1 as set out in Schedule 14 of the Call-Off Terms the Buyer will also benefit from the following additional Tiered Support Service Model ("TSSM") as part of the Service,

- i) Service Request Fulfilment Support Services:

A) Response and Acknowledgement

Deliverable	Contact Method	SLT
Vodafone Initial Response	Email	Near Instant

- ii) Incident Management Support Services:

A) Incident Management Response and Acknowledgement:

Deliverable	Contact Method	SLT
Vodafone will provide the means to report an Incident and provide an Initial Response by the same means.	Telephone	90% of calls answered <20 seconds

B) Incident Management Diagnosis:

Deliverable	Contact Method	SLT
Following an Initial Response and as part of initial diagnosis, Vodafone will: (a) determine the Infrastructure Service or Supported System on which the incident has occurred; and (b) determine the perceived impact and urgency of the incident including assessment against the criteria for a Major Incident Vodafone will route the Incident Record to the appropriate support function for expert diagnosis and subsequent management.	Telephone	<30 minutes
Vodafone will contact the party raising the incident to confirm Resolution and closure.	Telephone	<24 hours from Resolution

- iii) Financial Management (Billing) Support Services:

A) Billing Queries:

Deliverable	Contact Method	SLT
Vodafone will provide the means to raise billing queries and provide an Initial Response via email	Email	Near Instant
Vodafone will ensure that all billing queries received via email are Acknowledged	Email	<24 hours

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v) Operational Change Management Support Services

- A) A Vodafone-designated "Change Manager" will be responsible for changes and the change management process established by Vodafone from time to time. The Change Manager may be from Vodafone, Buyer or a third party, dependent upon where Vodafone (acting reasonably) determines that responsibility for change governance resides.

B) Notification of Planned and Essential Operational Changes:

Deliverable	Contact Method	SLT
Vodafone will provide notification of a Planned Outage	Email	10 Working Days
Vodafone will notify Buyer in advance, where reasonably possible, of the scheduling of an Essential Outage	Email	>48 hours

vi) Service Request Catalogues

- A) Vodafone may make one or more "Service Request Catalogues" available to Buyer through its online portal at OnePortal ("Portal"). A URL for the Portal will be provided to the Buyer via the support handbook. Service Request Catalogues contain information about the Tiered Support Services and Service Requests, including those Service Requests that will be self-serviced by the Buyer and those that will be serviced by Vodafone, broken down by Service.
- B) Any Service Request Catalogue information made available to Buyer is provided for guidance only; it is not binding on Vodafone and does not form part of this Agreement.
- C) Vodafone may change the information contained in the Service Request Catalogue at its discretion, via a catalogue update, provided that the changes do not materially affect the nature of the Tiered Support Services delivered to Buyer.

6. Optional Schedules

This Service Offer assumes that the Buyer is not electing to take any of the following Optional Schedules;

- 6.1 Call-Off Schedule 3 of the Call-Off Contract shall not apply.
- 6.2 Call-Off Schedule 4 of the Call-Off Contract shall not apply.
- 6.3 Call-Off Schedule 7 of the Call-Off Contract shall not apply.
- 6.4 Call-Off Schedule 10 of the Call-Off Contract shall not apply.
- 6.5 Call-Off Schedule 13 of the Call-Off Contract shall not apply.
- 6.6 Call-Off Schedule 15 of the Call-Off Contract shall not apply.
- 6.7 Call-Off Schedule 16 of the Call-Off Contract shall not apply.
- 6.8 Call-Off Schedule 17 of the Call-Off Contract shall not apply.
- 6.9 Call-Off Schedule 18 of the Call-Off Contract shall not apply.
- 6.10 Call-Off Schedule 20 of the Call-Off Contract shall not apply.
- 6.11 Call-Off Schedule 22 of the Call-Off Contract shall not apply.
- 6.12 Joint Schedule 9 of the Call-Off Contract shall not apply.
- 6.13 Joint Schedule 12 of the Call-Off Contract shall not apply.

Should the Buyer wish to take any of the above schedules, then these may be subject to additional charges. Please contact your Vodafone account manager, or frameworks_team@vodafone.com who will clarify your requirements, and where needed publish a new Service Offer containing the selected Optional Schedules.

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7. Mandatory Schedules

- 7.1 In accordance with the Supplier's obligations under any Call-Off Contract, Vodafone has developed and will maintain the following reports and plans, which are available to view, download, print or save, on Vodafone's Public Sector Portal. By entering into a Call-Off Contract Buyer confirms that it accepts the following reports and plans as is, with no alteration:
- a) Call-Off Schedule 1 (Transparency Reports) - Transparency Report in accordance with Call-Off Schedule 1.
 - b) Call-Off Schedule 8 (Business Continuity and Disaster Recovery) – Business Continuity and Disaster recovery Plan in accordance with Call-Off Schedule 8.
 - c) Call-Off Schedule 9 (Security) - Security Management Plan in accordance with Call-Off Schedule 9. The Security Management Plan for any Deliverables purchased under this Service Offer shall be the Supplier's Security Management Plan published on Vodafone's Public Sector Portal. By entering into a Call-Off Contract the Buyer acknowledges and agrees:
 - i) the Supplier has prepared and delivered the Security Management Plan (published as set out above) to the Buyer; and
 - ii) the Buyer has approved the Security Management Plan, in accordance with Call-Off Schedule 9 (Security) Part A: Short Form Security Requirements.

8. Service Description and Price Card

8.1 Primary Services

The VEB Service is provided using, at Vodafone's option, ADSL and FTTC broadband access technologies carried over the Vodafone Network and any third party network that Vodafone uses to offer the Service. The Service includes unlimited broadband usage within the limits of Vodafone's Acceptable Use Policy ("AUP") set out in this Service Offer

Buyers have the option to purchase either broadband only services or broadband plus phone line services in accordance with the table below:

a) Broadband Only

Vodafone provides only the broadband connection, with no phone line services. The Buyer uses its existing provider for phone line and voice calls, which must be a phone line provided over the BT cabling network. Vodafone will provide a router if that option is chosen in the Buyer's Order (see Supplementary Components below)

b) Broadband plus phone line services (with or without voice services)

Vodafone provides a broadband connection and phone line services, and the Buyer chooses whether or not to include voice calls. Buyer pays monthly line rental for phone line. If voice calls are not required a bar will be placed on the line to prevent voice calls from being made

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The following standard features are applicable and vary depending on whether the Buyer purchase broadband only, or broadband plus phone line:

Service Feature	Service Feature Detail	Broadband Only	Broadband and Phone Line
Single Account	Capability for a single account covering both residential and commercial site, for multiple sites/connection with enterprise grade helpdesk to helpdesk support.	✓	✓
Broadband Package	Broadband package available in ADSL/FTTC38/FTTC52/FTTC76 (subject to Vodafone's confirmation of the technology and speeds available at any individual location) with maximum access upstream/downstream speeds as follows: ADSL = upstream 1Mbps/ downstream 17Mbps FTTC 38 = upstream 10Mbps/ downstream 38Mbps FTTC 52 = upstream 10Mbps/ downstream 52Mbps FTTC 76 = upstream 19Mbps/ downstream 76Mbps	✓	✓
Phone Line	The physical connection to the Buyer's site is via the BT Open Reach Phone Line Copper Access network and will always need a fixed phone line. If the Buyer selects Broadband and Phone Line as its Core Component, it has the option of either ordering a new line from Vodafone or requesting a transfer of its existing line from its existing provider to Vodafone. If the Buyer selects Broadband Only as its Core Component the Buyer will be responsible for providing its own phone line to support the Broadband Service and Vodafone has no liability in respect of the phone line. Where the Buyer wishes to use the phone line used to provide the Enterprise Broadband Service to make and receive calls, a micro filter or pre-filtered mast socket must be used to connect any router or voice equipment to the line.	N/A	✓
Voice Services	Calls will be charged at the rate card associated with the voice service.	N/A	✓
	Standard Value add features – provided as standard with the phone line service where calls are purchased - Last Calling Number - Caller Display - Number Conceal - Present Withheld Number	N/A	✓
IP Address	Dynamic IP (default) The Service is offered with Dynamic IP addressing as a Core Service feature	✓	✓
	Single Static IP (*at the Buyer's request – dynamic IP addressing will be provided if not such request is set out in the Order.) Alternatively, a single static IP address can be offered to the Buyer as a Core Service feature if requested.	✓	✓
Support services	Standard Support	✓	✓

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Broadband Only

	Broadband Only			
One Off Fees:	ADSL 17	Fibre 38	Fibre 52	Fibre 76
Router Fee (Optional) ¹				
Activation Fee Broadband				
Monthly Rental Charges:				
Broadband Rental - 2 Year Term				
Broadband Rental - 3 Year Term ²				
Volume Discounts: ³				
Price Band 1 (0-20)				
Price Band 2 (21-150)				
Price Band 3 (151 - 500)				
Price Band 4 (501 +)				
Included as Standard:				
Phone Line / SLA ⁴				
IP Addressing				
Monthly Rentals Charges: Chargeable Add-Ons ⁵				
1 Year Contract Additional Charge ⁶				
Support Level- Premier Support ⁴				
Multiple Static IP (8)				
Multiple Static IP (16)				
Sure Rate 1mb ⁷				
Sure Rate 5mb ⁷				
Sure Rate 10mb ⁷				
Sure Rate 20mb ⁷				

- Router fee is optional as Buyer can provide their own router
- 10% discount on 3-year term contracts, applies to monthly broadband
- Volume discounts as per the thresholds detailed, applied monthly
- Support levels are detailed within the Service Schedule
- Chargeable add-ons can be added or removed at any point within the contract term, min period 1 month
- Extra £5 monthly charge will be added onto any 1-year contracts, applies to broadband rental only
- Sure Rate detailed further within this Service Schedule

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Broadband and Phone Lines

Broadband & Phone Line Charges								
One Off Fees:	ADSL 17	Fibre 38	Fibre 52	Fibre 76				
New Line Installation ¹								
Router Fee (Optional) ²								
Activation Fee Broadband								
Monthly Rental Charges:								
Phone Line Rental - 2 Year Term								
Broadband Rental - 2 Year Term								
Total Rental – 2 Year Term								
Phone Line Rental - 3 Year Term								
Broadband Rental - 3 Year Term								
Total Rental – 3 Year Term ³								
Volume Discounts ⁴								
Price Band 1 (0-20)								
Price Band 2 (21-150)								
Price Band 3 (151 - 500)								
Price Band 4 (501 +)								
Included as Standard:								
Support Level ⁵								
IP Addressing								
Calling Features								
Call Usage Tariff								
Monthly Rental Charges: Chargeable Add- Ons ⁶								
1 Year Contract Additional Charge ⁷								
Support Level: Premier Support ⁵								
Multiple Static IP (8)								
Multiple Static IP (16)								
Sure Rate 1mb ⁸								
Sure Rate 5mb ⁸								
Sure Rate 10mb ⁸								
Sure Rate 20mb ⁸								

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- Router fee is optional as Buyer can provide their own router
- 10% discount on 3-year term contracts, applies to monthly broadband
- Volume discounts as per the thresholds detailed, apply to monthly
- Support levels are detailed within the Service Schedule
- Chargeable add-ons can be added or removed at any point within the contract term, min period 1 month
- Extra £5 monthly charge will be added onto any 1 year contracts, applies to broadband rental only
- Sure Rate detailed further within the Service Schedule

Detailed Price Matrix for Broadband Only and Broadband & Phone Lines

The charges detailed in the table below are monthly rental charges after discounts applied.

	Broadband Only				Broadband & Phone Line			
	ADSL	Fibre 38	Fibre 52	Fibre 76	ADSL	Fibre 38	Fibre 52	Fibre 76
	One Off Charges				One Off Charges			
New Line Installation								
Router Fee (Optional)								
Activation Fee Broadband								
Price Band 1 - Phone Line								
Price Band 1 - Broadband								
Price Band 1 - Total								
Price Band 2 - Phone Line								
Price Band 2 - Broadband								
Price Band 2 - Total								
Price Band 3 - Phone Line								
Price Band 3 - Broadband								
Price Band 3 - Total								
Price Band 4 - Phone Line								
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Price Band 3 - Phone Line								
Price Band 3 - Broadband								
Price Band 3 - Total								
Price Band 4 - Phone Line								
Price Band 4 - Broadband								
Price Band 4 - Total								

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	Pricing 3 Year Term	Pricing 3 Year Term
Price Band 1 - Phone Line		
Price Band 1 - Broadband		
Price Band 1 - Total		
Price Band 2 - Phone Line		
Price Band 2 - Broadband		
Price Band 2 - Total		
Price Band 3 - Phone Line		
Price Band 3 - Broadband		
Price Band 3 - Total		
Price Band 4 - Phone Line		
Price Band 4 - Broadband		
Price Band 4 - Total		

Broadband Miscellaneous Charges

Description	Occurrence	Price
Expedite broadband install appointment	One-off	
Cancelling a new broadband install order up to 4pm on the day before the due date	One-off	
Bandwidth Modify Charge	One-off	
Aborted site visit	One-off	

Call Usage

Call Usage tariff will be agreed based on the total volume of minutes per annum, the default tariff is listed in Annex 1 of this Service Offer and is for Buyers with traffic less than 20,000 minutes per month.

Phone Line Miscellaneous Charges

Time-based charges

- Time-based charges apply where:
 - Openreach carries out work at the Buyer / end user request where this work is not covered under the terms of a service contract with Openreach or where standard Openreach charges are not available. (This includes product health checks.)
 - Openreach agrees to carry out work at specific times which are not covered within the terms of the guarantee or agreement contract (e.g. during the evening or on a Sunday when the Buyer has a standard maintenance agreement or earlier than within standard time scales.)
 - The fault is found not to be with any Openreach service or equipment. In particular, this covers the situation where no fault is found, or the fault is found to be on non-Openreach equipment, or is due to damage caused by someone at the Buyer's or end user's premises, or due to theft, loss or removal of equipment, or in the case of Buyer or end user owned or rented equipment (but not Openreach's network) faults caused by external or environmental factors (e.g. lightning, electrical surges or floods). If the engineer is able to repair the fault by unplugging a piece of equipment or wiring with no further investigation, then the call-out charge only will apply. Otherwise the hourly rate will always apply.

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- **Conditions**
 - Time based charges will not apply if the Buyer cancels the appointment before the Openreach engineer has arrived at the premises, however an abortive visit charge will apply. Once the engineer has arrived at the premises, the time related call out charge only will apply if work is cancelled.
- **Repairs of faults**
 - Where a reported fault is found to be on an Openreach product or service which is under guarantee or is covered by a maintenance or rental agreement, Openreach will respond to repair the fault or replace the faulty equipment in accordance with the terms of the guarantee or agreement.
- **Provision and rearrangement work**
 - Time based charges apply where a Buyer requests work to be carried out on site involving the provision or rearrangement of equipment, wiring, network, or services, where:
 - No standard prices exist for this work.
 - The work is to be carried out outside the normal working day or earlier than within our standard time scales.

Time-based charges Price Card

Type of work	Normal working day	All other times except Sundays and public / bank holidays	Sundays and public / bank holidays
Call-out charge to repair faults (includes up to 1 hours work)			
Subsequent charge per hour (or part hour)			
Visit charge to install or rearrange network or Buyer premises equipment			
Time based charge (per hour or part) to install or rearrange network or Buyer premises equipment			
Minimum period charged			
Supplementary charge per visit to carry out provision work outside normal working hours, where provision during normal hours is included within the normal price (e.g. line connection charges). This can only be used in conjunction with a provide or change request involving normal list prices or contracted work and is in addition to these charges			
Supplementary charge per hour (or part) outside normal working hours where provision during normal hours is included within the normal price			
Minimum period charged			

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8.2 Ancillary Services

The Vodafone Ancillary Charges below apply to Vodafone Enterprise Broadband Buyers. All Ancillary Charges detailed are Standard List Price and subject to change.

Ancillary Charges associated with Vodafone Site Visits

Site Visit Charges (per visit)				
Ancillary Charges (per visit)	Description	Working hours	Out of Normal Working Hours A	Out of Normal Working Hours B
Site Visit	Buyer Site Visit required/requested which is outside Normal Working Hours.			
Aborted Site Visit †	Vodafone's engineer Site Visit for an agreed appointment but cannot gain access to do the work required or the Buyer Site has not been appropriately prepared as per Vodafone instructions.			
Site Survey	Additional Site Survey (a Site Survey not identified in any Commercial Terms).			
Extended Site Visit	Should the engineer need to extend the period at Buyer Site for any Buyer related reason, additional Charges will be incurred e.g., access delayed, non-adherence to Vodafone instructions, or for non-provision of LAN cabling.			
Buyer Site Visit Fault/Incident outside of Vodafone domain †	Buyer Site Visit to investigate a reported Fault or Incident which transpires to be outside the domain of the services provided by Vodafone (e.g., services provided by the Buyer or it's third-party providers).			
Buyer special request	Buyer requests e.g., for a Vodafone engineer with specific accreditation or a named Vodafone engineer or a security clearance outside of contractual terms.			
Cancelled Site Visit	Buyer caused cancellation of engineering Site Visit Note: No Charge if cancelled more than 48 hours before the scheduled appointment.			

† This does not include other licensed operator ("OLO") charges, such OLO charges shall be in accordance with the below.

†† For charging purposes part hours are rounded up to the next whole hour

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Additional Ancillary Charges for miscellaneous works	
Description	One-off Charge
Breaking or drilling through a wall:	
- Each external wall	
- Each internal concrete wall	
- Each internal non-concrete wall	
Connection Charge per metre or part thereof for cable (fibre or copper), including any jointing required.	
New ductwork, including jointing boxes and any wayleave costs where a third-party operator needs to join its own cable within the new duct route. Charges apply per metre:	
- Blown fibre	
- Blown fibre tubing in duct	
- Internal cabling (including internal blown fibre tubing)	
- Mole ploughing of fibre in sub-duct	
- Soft surface or other mole ploughed	
- Footway	
- Carriageway	
Trunking and tray work within Buyer's curtilage, per metre.	
Provision of a new footway box to connect to a Third-Party operator's network. Not applicable for boxes on a brand-new track.	
Radio provision:	
Buyer cabinet	
Radio monopole	
Elevated Platform usage (charge per day).	
Other additional work carried out will be charged at current cost of material used plus time taken to install.	

Wayleaves

- Buyer shall secure and keep in place or assist Vodafone to obtain (at Buyer's cost), all relevant Third-Party consents and approvals necessary for the purposes of providing, and preparing for the provision of, the Service. Such consents and approvals include obtaining any necessary wayleave on Vodafone's standard terms, failure to do so may result in delay and additional charges be levied against Buyer.

Ancillary Charges associated with services provided by a Third-Party/OLO

- Unless otherwise agreed and stated in the Buyer's Order or in the Buyer's contract with Vodafone, the Buyer will be liable for any additional costs charged to Vodafone by Third parties in connection with the provision of the Services. Such Charges include but are not limited to the following:
 - a) Ancillary charges for partial private circuits: Such charges applied to the delivery of the Service into Buyer Sites. These are typically for the use or purchase of standard equipment, copper, or fibre. These Charges are variable and regulated, e.g., charges imposed on Vodafone by BT Wholesale PLC from time to time. Further details of these charges are available on the BT Wholesale website.

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- b) Excess construction charges (ECCs): Such charges can include ducting, telegraph poles, breaking through walls etc. These charges are variable and regulated, e.g., charges imposed by Openreach. Further details of these charges are available on the Openreach website, and the BT Wholesale website – as amended from time to time. Buyers will be required to approve all ECCs before they are applied.
- c) Time Related Charges: Time related charges ("TRCs") are raised to recover the cost incurred when OLO or Third-Party engineers perform work that is not covered under the terms of the service. For example, TRCs apply where there are no standard prices for the work required, it falls outside Vodafone or OLO normal hours, is needed earlier than standard timescales or is at Buyer's Site and not covered under terms.
- d) Other Third Party/OLO charges: The Buyer will be liable for any other additional costs including line rental and cabling charged to Vodafone by Third Parties or OLOs e.g., Virgin Media and Vodafone Fibre contractors.

Internal Building Moves (Vodafone)

For internal circuit shifts within the same building, the following will apply:

- a) A one-off charge of 50% of the cost of a new install at that site and the annual rental will remain the same on condition that the service provided over the circuit remains the same.

Internal Building Moves (Openreach)

These charges are covered in Time Related Charges (s2.1.c) i.e., labour costs plus ECC where applicable.

External Building Moves

For external circuit shifts within the same building, the following will apply:

- a) For shift of one end of the circuit – 50% of new install and a recalculation of the annual rental.
- b) A shift of both circuit ends will be considered as a completely new circuit therefore, 100% of new install and a re-calculated annual rental will apply.
- c) For Openreach, connection fee plus ECCs where applicable

Service Regrades/Changes

- Buyers are entitled to request a re-grade to increase or decrease the Committed Information Rate (CIR) for Circuits and Bearers (full contractual details concerning such changes can be found in the relevant product Service Schedule).
- Regrading circuits within the maximum access circuit speed of the Bearer provided for the circuit constitutes a soft change.
- Downgrades are not permitted where the resultant CIR is below the original CIR provisioned on the circuits. The charge for such a change is £200. If the change in CIR requested results in a requirement for a larger Multi Service Access Bearer (MSAB) this is considered a hard change which will require a cease and re-provide. New install and annual rental charges will apply.

Order on hold

- An "On Hold" Order means an Order which cannot progress without Buyer approval and such approval is withheld (e.g., site not ready). Orders which are On Hold for more than 90 calendar days cumulatively will accrue a monthly Charge of 20% of the monthly circuit Charge.

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Ancillary Charges Definitions

Term	Definition
Out of Normal Working Hours A	Any time outside of normal Working Hours on Monday to Friday and including any time on Saturday but excluding any time within Out of Normal Working Hours B.
Out of Normal Working Hours B	Any time on a Sunday or Public Holiday in the UK.

9. Key Sub-Contractors

9.1 Openreach Limited

- a) Kelvin House, 123 Judd Street, London, United Kingdom, WC1H 9NP
- b) 10690039

10. Definitions

The following definitions are applicable to this Service Offer;

Definitions	
Acknowledge	a confirmation given to Buyer that a particular request or Incident raised is valid and the provision to Buyer of a unique reference for it. "Acknowledge" shall be construed accordingly.
Additional Service Recipients	a Buyer Group entity which is not a direct party to this Agreement, but which is named in this Agreement as a beneficiary of the Services or otherwise approved to receive the Services
ADSL	Asymmetric Digital Subscriber Line, a technology for transmitting digital information on existing phone lines to homes and businesses.
Agreement	means the Call-Off Contract and Service Offer.
AUP	Vodafone's acceptable use policy available on request.
BMI	a "Buyer major incident", being the highest category of Impact for an Incident resulting in significant disruption to the business of Buyer.
BT	British Telecommunications plc including its Openreach and BT Wholesale divisions.
Buyer	The entity identified as the Buyer in the Call-Off Contract.
Buyer Equipment	hardware, Software or any other tangible material not supplied by Vodafone that is used with or to access the Service. Any Equipment Buyer purchases from Vodafone shall be considered to be Buyer Equipment once title has passed to the Buyer.
Buyer Group	Buyer and any company in which Buyer has the beneficial ownership of more than 50% of the issued share capital, or the legal power to direct the

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	general management of the company in question, either at or after the date of the Call-off Contract.
Buyer Site	as the context permits a Buyer's premises (either owned by Buyer or a third party) which Vodafone needs to access in order to deliver or install Equipment and/or to provide the Services or the location where the Services are to be provided, as set out in the Call-Off Contract.
Buyer's Service Desk	is the service desk provided by Buyer which will be the initial point of contact between Vodafone and Buyer.
Change Request	any change to the Service which the Buyer may be entitled to request under this Service Offer (whether or not chargeable) including any change listed in the Service Request Catalogue.
Cancellation Deadline	12 noon on the day which is two Working Days before the Agreed Delivery Date as set out in the Committed Delivery Date Confirmation.
BPE (Buyer premises equipment)	Fixed Equipment on Buyer Site.
End Of Life	where Vodafone or a manufacturer of Equipment declares that the type of Equipment is end-of-life (or otherwise stops marketing, selling or supporting it).
Equipment	hardware, Vodafone Software, and any other tangible equipment (other than SIMs) supplied by, or on behalf of, Vodafone to Buyer for use in receiving the Services. Equipment excludes Buyer Equipment.
Essential Outage	an Outage that is not a Planned Outage including, but not limited to, Outages caused by a force majeure event or an act or omission of any third party which is beyond Vodafone's reasonable control.
Fixed Equipment	hardware, Vodafone Software, BPE and any other tangible equipment (other than SIMs and mobility equipment) supplied by or on behalf of, Vodafone to Buyer for use in receiving the Services.
FTTC	Fibre to the Cabinet, a connectivity technology based on a combination of fibre optic cable and copper cable.
GSM Gateway	any equipment containing a SIM card which enables the routing of calls from fixed apparatus to mobile equipment by establishing a mobile-to-mobile call.
Helpdesk(s)	The Buyer Services Helpdesk or Buyer Management Centre.
Incident	an unplanned interruption to an IT service or reduction in the quality of an IT service. Failure of a configuration item that has not yet affected Service is also an Incident.
Incident Record	a record containing the details and lifecycle of an Incident.

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Infrastructure Services	an IT service that is not directly used by Buyer's business but is required for the provision of other IT services (for example either a Functional Service, connectivity service, hosting service or any combination thereof).
Initial Response	a first response from Vodafone to an individual raising a request or Incident, such as answering the telephone or replying to an email.
IP Address	the internet protocol address which Vodafone may issue in relation to Equipment or the Service.
Network	the communications network together with the equipment and premises that are connected to such network and which are used by Vodafone to perform the Services.
Operating Hours	The hours during which the Helpdesks and/or the VCO are available as set out in the table below.
Planned Outage	the scheduled unavailability of an Infrastructure Service.
Resolution	the exercise by Vodafone of its reasonable endeavours to repair the root cause of an Incident or Problem, or to implement a workaround.
Service Commencement Date	the date of completion of Vodafone's testing when the Service is ready for use.
SLT	Service level target.
Service Request	a request from a user for information, or advice, or for a Standard Change or for access to an IT service made in accordance with the requirements of the relevant Service Request Catalogue.
Service Request Catalogue	a type of catalogue made available to the Buyer that identifies the different types of Change Requests available to the Buyer in relation to the Service including, where applicable, details of any service cover period, SLTs, charges or other important information.
Services	the Vodafone product(s) detailed in this Service Offer.
Site Survey	a survey of a Buyer's Site to assess whether (in Vodafone's opinion) the existing infrastructure is sufficient for providing the Services and detailing what the Buyer needs to do to receive the Service.
Supplier	Where used in this Service Offer or Call-Off Contract means Vodafone.
Third Party Provider	a Key Subcontractor or third party contracted by Vodafone or Buyer that provides a Service, or that provides a service that connects to a Service.
Tiered Support Service Model or TSSM	the tiered support services provided by Vodafone in accordance with the service level agreement set out herein.
User	an individual end user of the Services who is approved by Buyer and who must be a permanent or temporary employee or sub-contractor of Buyer or

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	an Additional Service Recipient unless otherwise specified in this Agreement.
User Details	a username, password, or other access information used by a User to access the Service and/or Equipment.
VCO	Vodafone Corporate Online, the online portal provided by Vodafone used by the Buyer to place orders for additional Services and / or changes to existing Services.
Vodafone	Vodafone Limited, registered number 01471587, and registered office Vodafone House, The Connection, Newbury, Berkshire RG14 2FN.
Vodafone Software	any Software supplied by Vodafone or its licensors to Buyer (including Software embedded in any Equipment).
Working Days	Monday to Friday inclusive, other than public holidays in the UK.
Working Hours	the hours between 8.00am and 6.00pm on each Working Day.

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**11. Appendix 1 – Usage Tariff****Public Sector Usage Tariff**

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Call Type Description	notes	pence per call	pence per minute	pence per call	pence per minute	pence per call	pence per minute
UK Geographic & Main mobile operators							
UK Geographic (01 & 02 prefix)							
03 UK Nationwide							
02 Mobile fm1							
EE Mobile fm3							
Orange Mobile fm4							
Vodafone Mobile fm5							
3 Mobile fm6							
UK Non-Geographic							
Freephone							
Access Charge							
0 pence per minute Service charge							
1 pence per minute Service charge							
2 pence per minute Service charge							
3 pence per minute Service charge							
4 pence per minute Service charge							
5 pence per minute Service charge							
6 pence per minute Service charge							
7 pence per minute Service charge							
8 pence per minute Service charge							
9 pence per minute Service charge							
10 pence per minute Service charge							

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Call Type Description	notes	pence per call	pence per minute	pence per call	pence per minute	pence per call	pence per minute
11 pence per minute Service charge							
12 pence per minute Service charge							
13 pence per minute Service charge							
15 pence per minute Service charge							
20 pence per minute Service charge							
25 pence per minute Service charge							
30 pence per minute Service charge							
35 pence per minute Service charge							
36 pence per minute Service charge							
40 pence per minute Service charge							
45 pence per minute Service charge							
46 pence per minute Service charge							
50 pence per minute Service charge							
55 pence per minute Service charge							
60 pence per minute Service charge							
65 pence per minute Service charge							
70 pence per minute Service charge							
75 pence per minute Service charge							
80 pence per minute Service charge							
90 pence per minute Service charge							
95 pence per minute Service charge							
99 pence per minute Service charge							
100 pence per minute Service							
110 pence per minute Service							
120 pence per minute Service							

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Call Type Description	notes	pence per call	pence per minute	pence per call	pence per minute	pence per call	pence per minute
145 pence per minute Service							
150 pence per minute Service							
155 pence per minute Service							
180 pence per minute Service							
200 pence per minute Service							
220 pence per minute Service							
250 pence per minute Service							
300 pence per minute Service							
360 pence per minute Service							
5 pence per call Service charge							
10 pence per call Service charge							
15 pence per call Service charge							
25 pence per call Service charge							
30 pence per call Service charge							
35 pence per call Service charge							
40 pence per call Service charge							
48 pence per call Service charge							
50 pence per call Service charge							
70 pence per call Service charge							
75 pence per call Service charge							
100 pence per call Service charge							
145 pence per call Service charge							
150 pence per call Service charge							
200 pence per call Service charge							
250 pence per call Service charge							

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Call Type Description	notes	pence per call	pence per minute	pence per call	pence per minute	pence per call	pence per minute
300 pence per call Service charge							
400 pence per call Service charge							
500 pence per call Service charge							
600 pence per call Service charge							
77 ppc + 155 ppm Service charge							
80 ppc + 25 ppm Service charge							
399 ppc + 139 ppm Service charge							
499 ppc + 135 ppm Service charge							
550 ppc+275 ppm Service charge							
574 ppc+299 ppm Service charge							
698 ppc+349 ppm Service charge							
250 ppm Service charge							
5 ppc+5 ppm Service charge							
10 ppc+10 ppm Service charge							
40 ppc+40 ppm Service charge							
70 ppc+70 ppm Service charge							
150 ppc+150 ppm Service charge							
200 ppc+200 ppm Service charge							
445 ppc+257 ppm Service charge							
100 - UK Operator							
155 - International Operator							
05 g21							
Messaging r							
Mobile fm2							
Mobile fm7							

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Call Type Description	notes	pence per call	pence per minute	pence per call	pence per minute	pence per call	pence per minute
Mobile fm8							
Mobile fm9							
Mobile fm10							
Mobile fm11							
Mobile fm12							
Mobile fm13							
Mobile fm14							
Mobile fm15							
Mobile fm16							
Operator Connected call							
International Operator Connected							
Personal Numbering c							
Personal Numbering d							
Personal Numbering e							
Personal Numbering f							
Personal Numbering j							
Personal Numbering k							
Personal numbering pn1							
Personal numbering pn2							
Personal numbering pn3							
Personal numbering pn4							
Personal numbering pn5							
Personal numbering pn6							
Personal numbering pn7							
Personal numbering pn8							

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Call Type Description	notes	pence per call	pence per minute	pence per call	pence per minute	pence per call	pence per minute
Personal numbering pn9							
Personal numbering pn10							
Personal numbering pn11							
Personal numbering pn12							
Personal numbering pn13							
Personal numbering pn14							
Personal Numbering pn15							
Personal numbering pn16							
Personal Numbering pn17							
Personal Numbering pn18							
Personal Numbering pn19							
Personal numbering pn20							
Personal numbering pn21							
Personal numbering pn22							
Timeline							
Virtual mobile fw1							
Virtual mobile fw2							
Virtual mobile fw3							
Virtual mobile fw4							
Virtual mobile fw5							
Virtual mobile fw6							
Virtual mobile fw7							
Virtual mobile fw8							
Virtual mobile fw9							
Virtual mobile fw10							

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Call Type Description	notes	pence per call	pence per minute	pence per call	pence per minute	pence per call	pence per minute
International Voice							
Afghanistan							
Afghanistan Mobile							
Albania							
Albania Mobile							
Algeria							
Algeria Mobile							
Andorra							
Andorra Mobile							
Angola							
Angola Mobile							
Anguilla							
Anguilla Mobile							
Antigua							
Antigua Mobile							
Argentina							
Argentina Mobile							
Armenia							
Armenia Mobile							
Aruba							
Aruba Mobile							
Ascension							
Australian External Territories							
Australia							
Australia Mobile							

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Call Type Description	notes	pence per call	pence per minute	pence per call	pence per minute	pence per call	pence per minute
Austria							
Austria Mobile							
Azerbaijan							
Azerbaijan Mobile							
Bahamas							
Bahamas Mobile							
Bahrain							
Bahrain Mobile							
Bangladesh							
Bangladesh Mobile							
Barbados							
Barbados Mobile							
Belarus							
Belarus Mobile							
Belgium							
Belgium Mobile							
Belize							
Belize Mobile							
Benin							
Benin Mobile							
Bermuda							
Bermuda Mobile							
Bhutan							
Bhutan Mobile							
Bolivia							

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Call Type Description	notes	pence per call	pence per minute	pence per call	pence per minute	pence per call	pence per minute
Bolivia Mobile							
Bosnia & Herzegovina							
Bosnia & Herzegovina Mobile							
Botswana							
Botswana Mobile							
Brazil							
Brazil Mobile							
British Virgin Islands							
British Virgin Islands Mobile							
Brunei Darussalam							
Brunei Darussalam Mobile							
Bulgaria							
Bulgaria Mobile							
Burkina Faso							
Burkina Faso Mobile							
Burundi							
Burundi Mobile							
Cambodia							
Cameroon							
Cameroon Mobile							
Canada							
Cape Verde							
Cape Verde Mobile							
Cayman Islands							
Cayman Islands Mobile							

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Call Type Description	notes	pence per call	pence per minute	pence per call	pence per minute	pence per call	pence per minute
Central African Republic							
Central African Republic Mobile							
Chad							
Chile							
Chile Mobile							
China Peoples Republic							
China Peoples Republic Mobile							
Christmas Island							
Cocos Island							
Colombia							
Colombia Mobile							
Comoros							
Comoros Mobile							
Congo							
Congo Mobile							
Cook Islands							
Costa Rica							
Costa Rica Mobile							
Cote d'ivoire							
Cote d'ivoire Mobile							
Croatia							
Croatia Mobile							
Cuba							
Cyprus							
Cyprus Mobile							

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Call Type Description	notes	pence per call	pence per minute	pence per call	pence per minute	pence per call	pence per minute
Czech Republic							
Czech Republic Mobile							
Democratic Republic of Congo							
Democratic Republic of Congo Mobile							
Denmark							
Denmark Mobile							
Diego Garcia							
Djibouti							
Djibouti Mobile							
Dominica							
Dominica Mobile							
Dominican Republic							
Dominican Republic Mobile							
East Timor							
Ecuador							
Ecuador Mobile							
Egypt							
Egypt Mobile							
El Salvador							
El Salvador Mobile							
EMSAT							
Equatorial Guinea							
Eritrea							
Estonia							
Estonia Mobile							

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Call Type Description	notes	pence per call	pence per minute	pence per call	pence per minute	pence per call	pence per minute
Ethiopia							
Ethiopia Mobile							
Falkland Islands							
Faroe Islands							
Faroe Islands Mobile							
Fiji							
Fiji Mobile							
Finland							
Finland Mobile							
France							
France Mobile							
French Guiana							
French Guiana Mobile							
French Polynesia							
French Polynesia Mobile							
Gabon							
Gabon Mobile							
Gambia							
Gambia Mobile							
Georgia							
Georgia Mobile							
Germany							
Germany Mobile							
Ghana							
Ghana Mobile							

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Call Type Description	notes	pence per call	pence per minute	pence per call	pence per minute	pence per call	pence per minute
Gibraltar							
Gibraltar Mobile							
Greece							
Greece Mobile							
Greenland							
Grenada							
Grenada Mobile							
Guadeloupe							
Guadeloupe Mobile							
Guam							
Guatemala							
Guatemala Mobile							
Guinea							
Guinea Mobile							
Guinea-Bissau							
Guyana							
Guyana Mobile							
Haiti							
Haiti Mobile							
Honduras							
Honduras Mobile							
Hong Kong							
Hong Kong Mobile							
Hungary							
Hungary Mobile							

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Call Type Description	notes	pence per call	pence per minute	pence per call	pence per minute	pence per call	pence per minute
Iceland							
Iceland Mobile							
India							
India Mobile							
Indonesia							
Indonesia Mobile							
Inmarsat Aero							
Inmarsat B							
Inmarsat BGAN							
Inmarsat BGAN HSD							
Inmarsat B HSD							
Inmarsat M							
Inmarsat M4 HSD							
Inmarsat Mini M							
Iran							
Iran Mobile							
Iraq							
Iraq Mobile							
Ireland							
Ireland Mobile							
IRIDIUM							
Israel							
Israel Mobile							
Italy							
Italy Mobile							

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Call Type Description	notes	pence per call	pence per minute	pence per call	pence per minute	pence per call	pence per minute
Jamaica							
Jamaica Mobile							
Japan							
Japan Mobile							
Jordan							
Jordan Mobile							
Kazakhstan							
Kazakhstan Mobile							
Kenya							
Kenya Mobile							
Kiribati							
Korea - North							
Korea - South							
Korea - South Mobile							
Kuwait							
Kuwait Mobile							
Kyrgyzstan							
Kyrgyzstan Mobile							
Laos							
Laos Mobile							
Latvia							
Latvia Mobile							
Lebanon							
Lebanon Mobile							
Lesotho							

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Call Type Description	notes	pence per call	pence per minute	pence per call	pence per minute	pence per call	pence per minute
Lesotho Mobile							
Liberia							
Liberia Mobile							
Libya							
Libya Mobile							
Liechtenstein							
Liechtenstein Mobile							
Lithuania							
Lithuania Mobile							
Luxembourg							
Luxembourg Mobile							
Macau							
Macau Mobile							
Macedonia							
Macedonia Mobile							
Madagascar							
Madagascar Mobile							
Malawi							
Malawi Mobile							
Malaysia							
Malaysia Mobile							
Maldives Islands							
Maldives Islands Mobile							
Mali							
Mali Mobile							

RM3808 Network Services 2**Lot 1 - Data Access Services**

Vodafone Enterprise Broadband

Public Sector



Call Type Description	notes	pence per call	pence per minute	pence per call	pence per minute	pence per call	pence per minute
Malta							
Malta Mobile							
Marshall Islands							
Martinique							
Martinique Mobile							
Mauritania							
Mauritania Mobile							
Mauritius							
Mexico							
Mexico Mobile							
Micronesia							
Moldova							
Moldova Mobile							
Monaco							
Monaco Mobile							
Mongolia							
Mongolia Mobile							
Montenegro							
Montenegro Mobile							
Montserrat							
Morocco							
Morocco Mobile							
Mozambique							
Mozambique Mobile							
Myanmar							

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Call Type Description	notes	pence per call	pence per minute	pence per call	pence per minute	pence per call	pence per minute
Myanmar Mobile							
Namibia							
Namibia Mobile							
Nauru							
Nepal							
Nepal Mobile							
Netherlands							
Netherlands Antilles							
Netherlands Antilles Mobile							
Netherlands Mobile							
New Caledonia							
New Zealand							
New Zealand Mobile							
Nicaragua							
Nicaragua Mobile							
Niger							
Niger Mobile							
Nigeria							
Nigeria Mobile							
Niue							
Norfolk Island							
Norway							
Norway Mobile							
Oman							
Oman Mobile							

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Call Type Description	notes	pence per call	pence per minute	pence per call	pence per minute	pence per call	pence per minute
Pakistan							
Pakistan Mobile							
Palau							
Palestine							
Palestine Mobile							
Panama							
Panama Mobile							
Papua New Guinea							
Papua New Guinea Mobile							
Paraguay							
Paraguay Mobile							
Peru							
Peru Mobile							
Philippines							
Philippines Mobile							
Poland							
Poland Mobile							
Portugal							
Portugal Mobile							
Puerto Rico							
Qatar							
Qatar Mobile							
Reunion Island							
Reunion Island, Mayotte							
Reunion Island Mobile							

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Call Type Description	notes	pence per call	pence per minute	pence per call	pence per minute	pence per call	pence per minute
Reunion Island Mobile, Mayotte							
Romania							
Romania Mobile							
Russia							
Russia Mobile							
Rwanda							
Rwanda Mobile							
Samoa US							
Samoa Western							
Samoa Western Mobile							
San Marino							
Sao Tome & Principe							
Saudi Arabia							
Saudi Arabia Mobile							
Senegal							
Senegal Mobile							
Serbia							
Serbia Mobile							
Seychelles							
Seychelles Mobile							
Sierra Leone							
Sierra Leone Mobile							
Singapore							
Singapore Mobile							
Slovakia							

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Call Type Description	notes	pence per call	pence per minute	pence per call	pence per minute	pence per call	pence per minute
Slovakia Mobile							
Slovenia							
Slovenia Mobile							
Solomon Islands							
Somalia							
South Africa							
South Africa Mobile							
Spain							
Spain Mobile							
Sri Lanka							
Sri Lanka Mobile							
St Helena							
St Kitts & Nevis							
St Kitts & Nevis Mobile							
St Lucia							
St Lucia Mobile							
St Pierre & Miquelon							
St Vincent							
St Vincent Mobile							
Sudan							
Sudan Mobile							
Surinam							
Surinam Mobile							
Swaziland							
Swaziland Mobile							

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Call Type Description	notes	pence per call	pence per minute	pence per call	pence per minute	pence per call	pence per minute
Sweden							
Sweden Mobile							
Switzerland							
Switzerland Mobile							
Syria							
Syria Mobile							
Taiwan							
Taiwan Mobile							
Tajikistan							
Tajikistan Mobile							
Tanzania							
Tanzania Mobile							
Thailand							
Thailand Mobile							
Togo							
Togo Mobile							
Tokelau							
Tonga							
Tonga Mobile							
Trinidad & Tobago							
Trinidad & Tobago Mobile							
Tunisia							
Tunisia Mobile							
Turkey							
Turkey Mobile							

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Call Type Description	notes	pence per call	pence per minute	pence per call	pence per minute	pence per call	pence per minute
Turkmenistan							
Turkmenistan Mobile							
Turks & Caicos Islands							
Turks & Caicos Islands Mobile							
Tuvalu							
Uganda							
Uganda Mobile							
Ukraine							
Ukraine Mobile							
United Arab Emirates							
United Arab Emirates Mobile							
Uruguay							
Uruguay Mobile							
US Virgin Islands							
USA							
Uzbekistan							
Uzbekistan Mobile							
Vanuatu							
Vanuatu Mobile							
Venezuela							
Venezuela Mobile							
Vietnam							
Vietnam Mobile							
Wallis & Futuna							
Yemen							

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Call Type Description	notes	pence per call	pence per minute	pence per call	pence per minute	pence per call	pence per minute
Yemen Mobile							
Zambia							
Zambia Mobile							
Zimbabwe							
Zimbabwe Mobile							
International Data							
Andorra ISDN							
Argentina ISDN							
Australia ISDN							
Austria ISDN							
Bahrain ISDN							
Barbados ISDN							
Belarus ISDN							
Belgium ISDN							
Bermuda ISDN							
Bosnia & Herze ISDN							
Brazil ISDN							
Brunei ISDN							
Canada ISDN							
Cayman Islands ISDN							
Chile ISDN							
China ISDN							
Cyprus ISDN							
Czech Rep ISDN							
Denmark ISDN							

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Call Type Description	notes	pence per call	pence per minute	pence per call	pence per minute	pence per call	pence per minute
Egypt ISDN							
Estonia ISDN							
Finland ISDN							
France ISDN							
Germany ISDN							
Gibraltar ISDN							
Greece ISDN							
Hong Kong ISDN							
Hungary ISDN							
Iceland ISDN							
India ISDN							
Indonesia ISDN							
Ireland ISDN							
Israel ISDN							
Italy ISDN							
Jamaica ISDN							
Japan ISDN							
Latvia ISDN							
Luxembourg ISDN							
Macau ISDN							
Malaysia ISDN							
Mauritius ISDN							
Monaco ISDN							
Netherlands ISDN							
New Zealand ISDN							

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Call Type Description	notes	pence per call	pence per minute	pence per call	pence per minute	pence per call	pence per minute
Norway ISDN							
Pakistan ISDN							
Peru ISDN							
Philippines ISDN							
Poland ISDN							
Portugal ISDN							
Puerto Rico ISDN							
Qatar ISDN							
Russia ISDN							
Seychelles ISDN							
Singapore ISDN							
Slovakia ISDN							
Slovenia ISDN							
South Africa ISDN							
South Korea ISDN							
Spain ISDN							
Sri Lanka ISDN							
Sweden ISDN							
Switzerland ISDN							
Taiwan ISDN							
Thailand ISDN							
Turkey ISDN							
Ukraine ISDN							
United Arab Emirates ISDN							
USA ISDN							

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Notes

All charges are quoted in pence and exclude VAT

Charge periods

The charge periods are as follows:

Standard:	0700-1900 Monday to Friday
Weekend:	0000-2400 Saturday and Sunday
Economy:	all other times

Where a call crosses a charge period, the charges are calculated separately for each charge period, rounded, and then added together

Rounding rules

- Call durations are rounded up to nearest second
- Tariffs are entered on a per second basis and are rounded up to nearest 0.001 pence
- The charge for each call is rounded up to the nearest 0.1 pence
- The total usage charge for an invoice is rounded up to the nearest pence

Call Types

- This price list represents all call types on 1st July 2015
- UK geographic calls includes calls to numbers with a prefix of 01 or 02
- Within the UK data calls (e.g. fax, video) are charged the same as voice
- Data calls are charged on the basis of per channel used e.g. a video call that uses 6 channels will be charged six times the relevant pence/min rate
- Calls to mobile numbers are charged on the basis of the numbers allocated to the original range holder by OFCOM [e.g. a Vodafone mobile number ported to O2 is charged as if it was a Vodafone mobile]
- For countries where no mobile rate is shown (e.g. USA), the same rate applies for both fixed & mobile calls
- For call types with note 1, the duration charge starts after the first 60 seconds
- For calls to 084, 087, 09 & 118 numbers there is a two-part charging structure consisting of an access charge and a service charge. The access charge is the amount kept by the phone operator (e.g. Vodafone) and the service charge is passed onto the provider of the service (e.g. call centre, Directory Enquiries provider or information provider)
- The service charges in the call description column are the VAT inclusive figures, the charges quoted are the ex-VAT amount e.g. 6 pence per minute Service charge is 5 pence/minute ex-VAT amount.
- The access charge is common to all service charge price points and is always a pence per minute charge.
- The total call charge is the combination of the service charge and the access charge. E.g. if the access charge is 2.7 pence/min and the ex-VAT service charge is 5 pence/min, the overall charge is 7.7 pence /min



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Together we can

RM3808 - Network Services 2

Service Offer Reference: RM3808-Lot2-VodafoneLtd-#004

Lot(s): 2

Effective Date: 01/07/2022

Expiry Date: 16/08/2023



Together we can



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RM3808 Network Services 2

Lot 2 – Local Connectivity Services

Vodafone Local Area Network (Including Wi-Fi)

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Lot 2 – Local Connectivity Services

Vodafone Local Area Network (Including Wi-Fi)

Public Sector

1. The Service – Overview and why Vodafone

- 1.1 Vodafone's wired and wireless Local Area Network (LAN) solution give users secure and reliable access to business systems and resources from any device.

A local area network (LAN) is a network that interconnects computers within a limited area such as a home, office building or warehouse. A LAN will interconnect to a Wide Area Network (WAN) or the internet by an external fixed communications line.

Ethernet and Wi-Fi are the two most common transmission technologies in use for local area networks.

Vodafone's technology partner of choice is Cisco (including Meraki), who are recognised as a market leader in wired and wireless LAN technology.

Under this Service Offer, Buyers may take the hardware devices that form the LAN and in addition may take one of the incremental Service Wraps.

- 1.2 Vodafone provides you with Local Area Network (LAN) connectivity services and/or Local connectivity services to connect an end user device to a local service (the "Service").
- 1.3 Vodafone LAN and WLAN solutions offer design, implementation, and remote monitoring and end-to-end management for our Buyers. We aim to increase productivity, flexibility, reliability, and management workload; for best connected employee, guest and Buyer experience, with enhanced security.

2. Conditions on the Buyer

- 2.1 In the event of a conflict between the terms and conditions included within this Service Offer and the RM3808 Framework or Call-Off terms, then the Framework or Call-Off terms will take precedence.

This Service Offer is available to Buyers that meet and agree to the following criteria:

2.2 General Conditions on the Buyer

- a) In accordance with Joint Schedule 7 (Financial Difficulties) paragraph 2.2, Joint Schedule 7 (Financial Difficulties) shall not apply to any Call-Off Contract entered into incorporating this Service Offer.
- b) **Authorised Users:** Access by Buyer to the Services and Equipment is limited to authorised Users. If Vodafone provides each authorised User with User Details, Buyer is responsible for: (a) The security of the User Details; and (b) providing Vodafone with the identity of the authorised Users and keeping that information current. Vodafone accepts no liability for any unauthorised or improper use or disclosure of any User Details. Buyer is liable for all acts and omissions conducted using the User Details up until the time that it informs Vodafone that they are being used without authority or may be compromised.
- c) **Additional Service Recipient:** If Buyer wishes to add Additional Service Recipients, the Buyer shall: (a) provide the full corporate details of the Additional Service Recipient; (b) seek approval in writing from Vodafone; (c) inform the Additional Service Recipient of the contractual arrangements; and (d) agree to pay such additional charges as Vodafone may reasonably request in relation to the approval of such requests.
- d) Save as expressly permitted under this Agreement, Buyer shall not resell, distribute, provide or sub-license the Services or Equipment (except Buyer Equipment) to any third party.
- e) Buyer shall take appropriate measures to back up data and otherwise protect against loss of data under this Agreement.
- f) **Terms of use:** Buyer shall not (a) make unauthorised modifications to the Services (b) use the Services as a means to establish permanent services, relay connections or interconnection services or any similar

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Lot 2 – Local Connectivity Services

Vodafone Local Area Network (Including Wi-Fi)

Public Sector

commercial activities, (c) do anything that causes the Network to be impaired; (d) use automated means to make calls, texts or send data (including via a GSM Gateway), unless expressly authorised in this Agreement or (e) use the Services in a way that may reasonably be considered to be a nuisance, defamatory, offensive, abusive, obscene or in a violation of any person's rights or is illegal, fraudulent or contrary to good faith commercial practise to Vodafone's detriment. Buyer shall comply with the AUP in using the Services. Buyer shall notify Vodafone immediately of any breach of security or unauthorised use of the Services.

- g) Service Monitoring: Buyer gives express consent for Vodafone to monitor Buyer's use of the service (and disclose and otherwise use the information obtained) only to: (a) the extent allowed by applicable law; (b) comply with applicable law; (c) protect the Network from misuse; (d) protect the integrity of the public internet and/or Vodafone's systems and Networks; (e) the extent necessary to determine if Buyer has breached any conditions or restrictions on use of the Service; (f) provide the Service; and /or (g) take other actions agreed or requested by Buyer.
- h) Security: Buyer shall take reasonable steps in line with commercial good practise with entities it controls to limit misuse or threat to the Service or Network; and address any misuse or threat identified by Vodafone through the implementation of appropriate security or user controls. Buyer must seek prior approval from Vodafone before running any security tests, vulnerability scans or penetration tests on Equipment or Services.
- i) Buyer acknowledges that Buyer Equipment not authorised for use on the Network or any unauthorised attempt to repair or tamper with the Equipment may result in an impaired User experience and/or invalidate the manufacturer's warranty.
- j) Buyer must maintain, install, update, or follow Vodafone's reasonable recommendations regarding Equipment maintenance or upgrades.
- k) Equipment that is (i) out of manufacturer's warranty; or (ii) End Of Life is used at the Buyer's risk unless expressly agreed otherwise by Vodafone.
- l) Buyer shall:
 - i) Appropriately configure its Equipment to enable consumption of the Service.
 - ii) Maintain Buyers Equipment
 - iii) Provide details to facilitate the delivery, provisioning and billing of the Services requested by Vodafone at the time of ordering.
 - iv) Secure and keep in place, or assist Vodafone to obtain (at the Buyer's cost), all relevant third party consents and approvals necessary for the purposes of providing, and preparing for the provision of, the Service. Such consents and approvals include obtaining any necessary wayleave on Vodafone's standard terms.
- m) Where Buyer terminates the Call-Off Contract during the Initial Period, the Buyer agrees to pay Vodafone's reasonable and proven losses resulting from the termination of the Call-Off Contract.
- n) This Service Offer is subject to survey. In the event the Site Survey output results in an increased price from the Call-Off Contract then the Buyer has the right to cancel in accordance with the terms of this Service Offer and Call-off Contract.
- o) Format: If Buyer requires this Service Offer (including bills, communications, or any document referred to therein) in a different format, please contact your Vodafone account manager, or frameworks_team@vodafone.com who will clarify Buyer requirements.

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2.3 Fixed Services Conditions on the Buyer

- a) **Service Commencement Date:** Buyer shall notify Vodafone within 5 Working Days of the Service Commencement Date if the Services do not conform to the standard testing criteria and provide sufficient supporting details. Upon receipt of notification, Vodafone shall take reasonable action to meet the standard testing criteria.
- b) **Vodafone-Owned Equipment:** The following will apply where Vodafone provides Fixed Equipment for Buyer's use with a Service:
 - i) **Title:** Title to the Fixed Equipment at all times belongs to Vodafone, its suppliers or subcontractors (subject only to any rights which may be granted to Buyer in respect of Vodafone Software as set out in this Service Offer).

Buyer Obligations: Buyer agrees to:

- ii) provide secure storage for Fixed Equipment that is sent to Buyer Sites prior to installation;
- iii) use the Fixed Equipment only for the purpose of using the Services, in accordance with Vodafone's instructions and applicable Law;
- iv) allow only Vodafone's authorised representatives to add to, move, modify, inspect., test or alter the Fixed Equipment (either on Buyer Site or remotely);
- v) adequately insure for, and notify Vodafone immediately of, loss, breach or suspected breach or damage to the Fixed Equipment;
- vi) only connect the Fixed Equipment to the Network using a network termination point that has been approved in advance by Vodafone;
- vii) provide Vodafone with adequate power supply, connection, and space for the operation of the Fixed Equipment at Buyer Sites and in the case of BPE, patch cords and cabling and provide Vodafone 10 Working Days' notice of any known disruptive event (such as power disconnection); and additionally, specifically in relation to BPE:
 - A) appoint a local security representative to ensure the physical security of the BPE who will grant access by approved authorised personnel only and conduct routine physical checks, including ensuring tamper evident labels remain intact; and
 - B) ensure that the physical environment in which the BPE is housed is appropriate for the protective marking of the data being transmitted through such Fixed Equipment. In particular (i) BPE must be located in a communications room or other isolated area that is suitable to limit the occurrence of accidental or malicious damage to the BPE; and (ii) if the BPE is located in a shared environment, then it must be kept in a dedicated locked cabinet or rack. If that is not possible, robust access control mechanisms must be implemented by Buyer, with access only available with prior approval from Buyer's local security representative.
- c) **Buyer Equipment:** Where Buyer provides Buyer Equipment for use with a Service Buyer shall (and Buyer acknowledges that failure to do so will excuse Vodafone from liability for failure to deliver the Service):
 - i) install and configure the Buyer Equipment at the Buyer Sites by the date necessary to allow Vodafone to perform its obligations;
 - ii) maintain the Buyer Equipment including prompt installation of security patches and updates;
 - iii) promptly after the Service terminates, give Vodafone access to and reasonable help with disconnecting Buyer Equipment from the Service; and

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- iv) warrant and undertake that Buyer has full authority to permit Vodafone to perform the Services using the Buyer Equipment
- d) Buyer Sites: For the purposes of preparing for and delivery of the Services, Buyer shall:
 - i) carry out, or permit Vodafone or its subcontractors to conduct, a Site Survey;
 - ii) prepare the Buyer Site for the Services in accordance with Vodafone's instructions;
 - iii) allow and/or have in place (or assist Vodafone to do so at Buyer's cost) all third-party consents necessary to allow Vodafone or its subcontractors and agents (and obtain consents from third parties to allow) to:
 - A) access the Buyer Sites, and any Buyer Equipment, Fixed Equipment or Equipment, and third-party property located there, as Vodafone reasonably requires to perform its obligations under this Agreement (including for the purposes of installing and uninstalling Equipment (whether in the Buyer Sites or outside) and providing and preparing for the provision of, the Services) and including access outside Working Hours; and
 - B) ensure that Buyer Sites are safe and have a suitable working environment.
- e) Emergency Services:
 - i) General: In the event of a power cut or failure affecting Buyer's fixed line and/or broadband Service, or a failure of the internet connection on which the Service relies, Buyer may not be able to make calls including calls to emergency services. This may also affect any calls using the internet including calls to emergency services (see, below in 2.3(e)(iii)).
 - ii) Buyer obligations: Buyer shall:
 - A) provide Vodafone with complete and accurate Buyer Site address information; and
 - B) give Vodafone at least 30 days' written notice of any change to the location of any Fixed Equipment and to any change to the relevant Buyer Site address information
 - C) Buyer acknowledges that any failure to provide the information required may render emergency services unable to identify User's location.
 - iii) Calls using the internet: Additionally, where a Service places calls using the internet, Buyer shall:
 - A) make Users accessing the Service via a soft client aware that Vodafone may be unable to automatically determine their location if they make an emergency services call using the Services; and
 - B) ensure that such Users provide their location details in the event that they make an emergency services call using the Services. In the event of a power failure, the emergency call placed will be routed over the Network and not through the Service.

2.4 Tiered Support Services conditions on Buyer

- a) Buyer shall provide Vodafone with an email address for correspondence and shall be responsible for keeping Vodafone updated of any change.
- b) Buyer shall carry out an initial analysis of any Incident reported to its Buyer's Service Desk, to establish whether the Incident should be referred to Vodafone. Buyer shall ensure it provides Vodafone with a key site list of all Buyer Sites that require BMI on or before the Service Commencement Date and shall further ensure that it notifies Vodafone of any updates or amendments to the key site list during the relevant Initial Period. The Buyer is required to ensure that the first key site list and any updates or amendments to the key site list are notified by email to the appointed service manager at Vodafone.

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Vodafone Local Area Network (Including Wi-Fi)

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- c) Service Desk: Buyer's Service Desk is the service desk provided by Buyer that will be the initial point of contact between Vodafone and Buyer, in relation to the Tiered Support Services.
- d) Buyer shall nominate, and notify Vodafone of, one or more points of contact that shall be the primary management interface between Buyer and Vodafone and who shall have the authority contractually to bind Buyer for the purpose of enabling Vodafone to deliver the Tiered Support Services.

2.5 Vodafone Local Area Network (Including Wi-Fi) Conditions on the Buyer

The Buyer shall:

- a) Purchase LAN hardware via the Buyer's account manager.
- b) Provide Vodafone with a contact email address to be used for account administration purposes, including by a Vodafone shared services team based in India. The email address can be either a personal email address or a generic email address. If the Buyer provides a general email address, this must be a uniquely identifiable email address attributable to an individual user (for example LANadministrator1@Buyer.com, LANadministrator2@Buyer.com, etc.).
- c) Provide details to facilitate the delivery, provisioning and billing of the services requested by Vodafone at the time of ordering.
- d) Notify Vodafone in advance If Buyer moves Supported Equipment to a new Buyer Site and requires continuance of the Services. Vodafone is under no obligation to provide the Services at the new Buyer Site but will use reasonable endeavours to comply with Buyer's request subject to agreement of Charges which may apply in relation the change of location.
- e) Agree, except where Vodafone and Buyer have entered into a separate agreement for the supply of structured cabling:
 - i) structured cabling is not covered under the Services;
 - ii) Buyer is responsible for the structured cabling;
 - iii) any faults resulting from a failure in Buyer's structured cabling will be referred back to Buyer; and
 - iv) moves and changes of structured cabling are not included as part of the Service.
- f) Acknowledge and agree Vodafone may use reasonable endeavours to support Equipment that is 'end of life' provided that no Service Credits will apply in relation to such support.
 - i) The Buyer shall not (and shall ensure that Users shall not) connect or seek to connect the Services to the PSTN otherwise than in accordance with Applicable Law.
 - ii) Agree that where required by Applicable Law, the Services may be provided in a given country by a Third-Party Provider which has the necessary authority to provide the Services. Buyer shall be aware that in certain geographic locations, Vodafone will provide the Services through the use of a local Third-Party Provider.
- g) Acknowledge and agree Vodafone will use reasonable endeavours to maintain an up-to-date inventory of the Supported Equipment in Vodafone's inventory system. This will include:
 - i) device name;
 - ii) serial number;
 - iii) modules installed; and
 - iv) applicable service level.

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Lot 2 – Local Connectivity Services

Vodafone Local Area Network (Including Wi-Fi)

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- h) Managed Wi-Fi Service – Conditions on Buyer
 - i) Buyer shall prepare “User Terms” governing use of the Services by Users and shall ensure that all Users accept the User Terms before accessing and using the Services and comply with the User Terms in relation to such use. The User Terms shall at a minimum contain provisions which:
 - A) protect the intellectual property rights relating to the Services;
 - B) prohibit misuse of the Services;
 - C) oblige Users to keep secret and not disclose passwords and other security information used to access the Service;
 - D) obtain the express consent of Users in relation to the processing of data including where applicable Personal Data for the purposes specified in this Service Offer and
 - E) include appropriate disclaimers and limitations of liability in relation to the Services including a disclaimer, to the extent permitted by applicable law, of implied terms relating to the Services.
 - ii) Buyer is permitted to resell access to the Service infrastructure within its directly owned and operated network, but is not permitted to resell the Service as a complete solution.
 - iii) Buyer acknowledges and agrees that Third Party Provider(s) named in the Third Party Provider User License Terms may collect and process information in real time (including access point MAC, probing client MAC, time stamps, Received Signal Strength Indication (“RSSI”) and channel utilization (collectively the “Collected Data”)) in order to provide Buyer with access to data analytics relating to the Collected Data, for example the identification of returning visitors by their MAC addresses, visit duration established by probe requests, and the use of RSSI information to distinguish passers-by from visitors. Buyer acknowledges that Vodafone is neither data controller nor data processor in relation to Collected Data.
 - iv) Buyer acknowledges use of Managed Wi-Fi Service shall be subject to Cisco Meraki’s end Buyer agreement as updated by Cisco Meraki from time to time and published on Cisco Meraki’s website at URL <http://www.cisco.com/go/eula>

3. Outline Implementation Plan

- 3.1 Vodafone provides you with a comprehensive service, moving you from the Service Commencement Date per the Call-Off Contract to your first bill. Vodafone’s outline Implementation Plan is detailed below, and this will be updated to become the draft Implementation Plan once the Call-Off Contract has been received by Vodafone:
- 3.2 With the Buyer’s Vodafone account manager, Vodafone agrees on a scope document containing an outline of the changes being implemented under the new Call-Off Contract.
- 3.3 With a representative from the Buyer’s organization, Vodafone will have a call to discuss next steps.
- 3.4 Following the call, and Vodafone’s analysis of the Buyer’s existing services Vodafone will formulate a draft Implementation Plan for the Buyer’s agreement.
- 3.5 Vodafone and the Buyer will agree a target migration or implementation date and manage all the intermediate activities supporting it.

4. Exit Management Plan

- 4.1 Whether the Buyer would like to cease or move their services to a new provider entirely, Vodafone’s Exit Management plan is outlined below;

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- a) The Buyer will notify Vodafone of its plan to cease or migrate away from any service within the minimum termination period agreed within the call off-contract.
- b) Vodafone will extract a contract end date report which will detail the current account set up and any applicable termination fees that will apply to the Buyers final invoice.
- c) Upon formal request from the Buyer, Vodafone, where applicable, will generate relevant authorisation/ decommissioning codes within applicable Law and regulation and within the regulatory time period.
- d) The Buyer will manage their relationship and migration plan with their new supplier and, if applicable, share any relevant data provided by Vodafone to their new supplier

5. Service Level Agreement

5.1 For the purposes of this Service Offer:

- a) The provisions of this Service Level Agreement are compliant with the Service Maintenance Level 1 as set out in Schedule 14 of the Call-Off Terms.

5.2 Vodafone Tiered Support Service Model

- a) In addition to the Service Level Agreement in Service Maintenance Level 1 as set out in Schedule 14 of the Call-Off Terms the Buyer will also benefit from the following additional Tiered Support Service Model (“TSSM”) as part of the Service,

- i) Service Request Fulfilment Support Services:

A) Response and Acknowledgement

Deliverable	Contact Method	SLT
Vodafone Initial Response	Email	Near Instant

- ii) Incident Management Support Services:

A) Incident Management Response and Acknowledgement:

Deliverable	Contact Method	SLT
Vodafone will provide the means to report an Incident and provide an Initial Response by the same means.	Telephone	90% of calls answered <20 seconds

B) Incident Management Diagnosis:

Deliverable	Contact Method	SLT
Following an Initial Response and as part of initial diagnosis, Vodafone will: <ol style="list-style-type: none"> (a) determine the Infrastructure Service or Supported System on which the incident has occurred; and (b) determine the perceived impact and urgency of the incident including assessment against the criteria for a Major Incident Vodafone will route the Incident Record to the appropriate support function for expert diagnosis and subsequent management.	Telephone	<30 minutes
Vodafone will contact the party raising the incident to confirm Resolution and closure.	Telephone	<24 hours from Resolution

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iii) Financial Management (Billing) Support Services:

A) Billing Queries:

Deliverable	Contact Method	SLT
Vodafone will provide the means to raise billing queries and provide an Initial Response via email	Email	Near Instant
Vodafone will ensure that all billing queries received via email are Acknowledged	Email	<24 hours

iv) Operational Change Management Support Services

- A) A Vodafone-designated “Change Manager” will be responsible for changes and the change management process established by Vodafone from time to time. The Change Manager may be from Vodafone, Buyer or a third party, dependent upon where Vodafone (acting reasonably) determines that responsibility for change governance resides.

B) Notification of Planned and Essential Operational Changes:

Deliverable	Contact Method	SLT
Vodafone will provide notification of a Planned Outage	Email	10 Working Days
Vodafone will notify Buyer in advance, where reasonably possible, of the scheduling of an Essential Outage	Email	>48 hours

v) Service Request Catalogues

- A) Vodafone may make one or more “Service Request Catalogues” available to Buyer through its online portal at OnePortal (“Portal”). A URL for the Portal will be provided to the Buyer via the support handbook. Service Request Catalogues contain information about the Tiered Support Services and Service Requests, including those Service Requests that will be self-serviced by the Buyer and those that will be serviced by Vodafone, broken down by Service.
- B) Any Service Request Catalogue information made available to Buyer is provided for guidance only; it is not binding on Vodafone and does not form part of this Agreement.
- C) Vodafone may change the information contained in the Service Request Catalogue at its discretion, via a catalogue update, provided that the changes do not materially affect the nature of the Tiered Support Services delivered to Buyer.

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6. Optional Schedules

This Service Offer assumes that the Buyer is not electing to take any of the following Optional Schedules;

- 6.1 Call-Off Schedule 3 of the Call-Off Contract shall not apply.
- 6.2 Call-Off Schedule 4 of the Call-Off Contract shall not apply.
- 6.3 Call-Off Schedule 7 of the Call-Off Contract shall not apply.
- 6.4 Call-Off Schedule 10 of the Call-Off Contract shall not apply.
- 6.5 Call-Off Schedule 13 of the Call-Off Contract shall not apply.
- 6.6 Call-Off Schedule 15 of the Call-Off Contract shall not apply.
- 6.7 Call-Off Schedule 16 of the Call-Off Contract shall not apply.
- 6.8 Call-Off Schedule 17 of the Call-Off Contract shall not apply.
- 6.9 Call-Off Schedule 18 of the Call-Off Contract shall not apply.
- 6.10 Call-Off Schedule 20 of the Call-Off Contract shall not apply.
- 6.11 Call-Off Schedule 22 of the Call-Off Contract shall not apply.
- 6.12 Joint Schedule 9 of the Call-Off Contract shall not apply.
- 6.13 Joint Schedule 12 of the Call-Off Contract shall not apply.

Should the Buyer wish to take any of the above schedules, then these may be subject to additional charges. Please contact your Vodafone account manager, or frameworks_team@vodafone.com who will clarify your requirements, and where needed publish a new Service Offer containing the selected Optional Schedules.

7. Mandatory Schedules

- 7.1 In accordance with the Supplier's obligations under any Call-Off Contract, Vodafone has developed and will maintain the following reports and plans, which are available to view, download, print or save, on Vodafone's Public Sector Portal. By entering into a Call-Off Contract Buyer confirms that it accepts the following reports and plans as is, with no alteration:
 - a) Call-Off Schedule 1 (Transparency Reports) - Transparency Report in accordance with Call-Off Schedule 1.
 - b) Call-Off Schedule 8 (Business Continuity and Disaster Recovery) – Business Continuity and Disaster recovery Plan in accordance with Call-Off Schedule 8.
 - c) Call-Off Schedule 9 (Security) - Security Management Plan in accordance with Call-Off Schedule 9. The Security Management Plan for any Deliverables purchased under this Service Offer shall be the Supplier's Security Management Plan published on Vodafone's Public Sector Portal. By entering into a Call-Off Contract the Buyer acknowledges and agrees:
 - i) the Supplier has prepared and delivered the Security Management Plan (published as set out above) to the Buyer; and
 - ii) the Buyer has approved the Security Management Plan, in accordance with Call-Off Schedule 9 (Security) Part A: Short Form Security Requirements.

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Lot 2 – Local Connectivity Services

Vodafone Local Area Network (Including Wi-Fi)

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8. Service Description and Price Card

Vodafone's wired and wireless Local Area Network (LAN) solution give users secure and reliable access to business systems and resources from any device.

A local area network (LAN) is a network that interconnects computers within a limited area such as a home, office building or warehouse. A LAN will interconnect to a Wide Area Network (WAN) or the internet by an external fixed communications line.

Ethernet and Wi-Fi are the two most common transmission technologies in use for local area networks.

Vodafone's technology partner of choice is Cisco (including Meraki), who are recognised as a market leader in wired and wireless LAN technology.

Under this Service Offer, Buyers may take the hardware devices that form the LAN and in addition may take one of the incremental Service Wraps.

8.1 Primary Services

The Services shall be based on the delivery of solutions from a single vendor, Cisco Systems Limited, and consist of:

- LAN Design and Build
- Maintained LAN (including Wi-Fi) - detailed as Maintained in the price card below.
- Monitored ("Monitoring") LAN (including Wi-Fi) – detailed as Monitoring in the price card below.
- Managed ("Management") LAN (including Wi-Fi) - detailed as Management in the price card below.

The types of equipment supported shall include but not limited to:

- Wireless access points
- Meraki access points
- Meraki or Cisco switches

Each device requires a licence to operate. In the case of the security appliance, there are two types. If the Buyer requires Antivirus, Anti Phishing or Content filtering then the Buyer will need to select the Advanced Security & Support Licence, if not then select the Enterprise & Support Licence.

LAN Design and Build

The LAN Design and Build Service shall include professional services to provide local connectivity services at a single site, multiple sites in the same locale, campus sites, and metropolitan area sites, enabling an end user/end user device to connect and consume a locally hosted service.

Maintained LAN

The Maintained LAN Service shall provide remote and onsite support for LAN and WLAN equipment, including fault reporting and service restoration activities. The Service can be applied at a single site, multiple sites in the same locale, campus sites, and metropolitan area sites for the ongoing support of LAN and Wireless LAN equipment that enables an end user/end user device to connect and consume a locally hosted service.

The Buyer shall have the option for the Maintained LAN Service to provide support cover for specific items of equipment in their infrastructure or for the entire LAN/WLAN infrastructure. Bronze Maintenance is offered as part of the RM3808 Standard Service Offer.

Service level	Restore SLA
Gold	5hr
Silver	8hr
Bronze	24hr

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Monitored LAN

The Monitored LAN Service shall provide 24x7 remote monitoring of LAN and WLAN equipment. The Service can be provided at a single site, multiple sites in the same locale, campus sites, and metropolitan area sites. The Buyer shall have the option for the Service to provide cover for specific items of equipment in their infrastructure or for the entire LAN/WLAN infrastructure.

This Service is only available when taken in conjunction with the Maintained LAN Service.

The Service shall continually monitor designated equipment on the Buyers LAN/WLAN infrastructure to identify service defects, incidents, and alarms and shall initiate a fault response, notifying the appropriate Vodafone resolver group and the Buyer's nominated representative of such an occurrence. Faults and incidents shall be progressed for resolution by the Vodafone Help Desk to the agreed Service Maintenance Levels.

Managed LAN

The Managed LAN Service provides 24x7 management of LAN and WLAN equipment. The Service can be provided at a single site, multiple sites in the same locale, campus sites and metropolitan area sites. The Buyer shall have the option for the Service to provide cover for specific items of equipment in their infrastructure or for the entire LAN/WLAN infrastructure.

This Service is only available when taken in conjunction with the Maintained and Monitored LAN Services.

The Managed LAN Service provides 'day-to-day' support for such activities as Moves, Adds and Changes (MACs). Vodafone shall take responsibility for the overall health of the network, including equipment software revision levels, change and configuration management and capacity planning.

Managed Wi-Fi:

Vodafone provides the Managed Wi-Fi Service in conjunction with Cisco Meraki, LLC (a member of the Cisco Systems, Inc. group of companies) ("Cisco Meraki"). The Managed Wi-Fi Service provides Buyer with wireless access points within Buyer's premises and includes (i) 'out of band cloud management' where user traffic is separated from wireless access management traffic, (ii) a web-based dashboard giving Buyer visibility into its network, devices, and applications; (iii) access to location-based analytics information and an API that allows analytics information to be shared with Buyer systems.

The Managed Wi-Fi Service is delivered by Cisco Meraki will provide certain components of the Service to Buyer as follows:

- a) Proactive Monitoring via the Cisco Meraki Portal/Dashboard.
 - i) To deliver monitored and managed service for Managed Wi-Fi, Vodafone will use the Cisco Meraki Dashboard (Dashboard) to monitor the status of devices, manage deployment of devices and set granular user, device, and application policies. This system will also be used to diagnose the cause of incidents and to make changes as requested by Buyer.
 - ii) Vodafone will provide Buyer with access to the dashboard which allows Buyer to monitor its devices over the Internet and provides Buyer with organization-wide reporting information including license status, device counts and network health, including whether devices are alerting or offline.
- b) Access to the Dashboard.
 - i) Access to the Dashboard is dependent on the services that Buyer purchases.
 - ii) Buyers who purchase devices without support or purchase the Monitored or Maintained variant of the Wi-Fi Service will receive full access (Read/Write) to the Portal.
 - iii) Buyers who purchase devices with the Managed variant of the Wi-Fi Service will be granted limited access to the dashboard. This will exclude the capability for Buyer to configure the devices under support.

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Pricing

Pricing for the Service consists of both one-off and annual recurring charges. The total charges for the Service are dependent on a number of factors specific to Buyer requirements as set out in the Order Form.

- One-Off Charges consist of the Charges for equipment purchased (including licences), installation and survey services, and any subsequent licence charges applicable (in the event of a licence expiry).
- Annual Recurring charges consist of the sum of the Service Wraps selected from the options below:

Maintained:	The Maintained pricing is based on the Buyer's physical estate, including the chassis, modules, interfaces, and software.
Monitored:	The Monitored pricing is based on a flat rate per device.
Managed:	The Managed pricing is based on a flat rate per device.

All prices are quoted in £GBP and exclusive of sales taxes.

Pricing is for the supported products as detailed in the Price Card.

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Vodafone Local Area Network (Including Wi-Fi)

Public Sector



Pricing for 36 Month Contract

Meraki Switch - Low Range Hardware - 24pt Bundle	
Part Number	Part Description
MS120-24P-HW	Meraki MS120-24P 1G L2 Cld -Mngd 24x GigE 370W PoE Switch
LIC-MS120-24P-3YR	Meraki MS120-24P Enterprise License and Support, 3 Year
MA-PWR-CORD-UK	Meraki AC Power Cord for MX and MS (UK Plug)

Meraki Switch - Low Range Hardware - 48pt Bundle	
Part Number	Part Description
MS120-48FP-HW	Meraki MS120-48FP 1G L2 Cld Managed 48x GigE 740W PoE Switch
LIC-MS120-48FP-3YR	Meraki MS120-48FP Enterprise License and Support, 3 Year
MA-PWR-CORD-UK	Meraki AC Power Cord for MX and MS (UK Plug)

Meraki Switch - Low Range Hardware - 96pt Bundle	
Part Number	Part Description
MS225-48FP-HW	Meraki MS225-48FP L2 Stck Cld-Mngd 48x GigE 740W PoE Switch
LIC-MS225-48FP-3YR	Meraki MS225-48FP Enterprise License and Support, 3YR
MA-PWR-CORD-UK	Meraki AC Power Cord for MX and MS (UK Plug)
MA-CBL-40G-50CM	Meraki 40GbE QSFP Cable, 0.5 Meter

RM3808 Network Services 2**Lot 2 – Local Connectivity Services**

Vodafone Local Area Network (Including Wi-Fi)

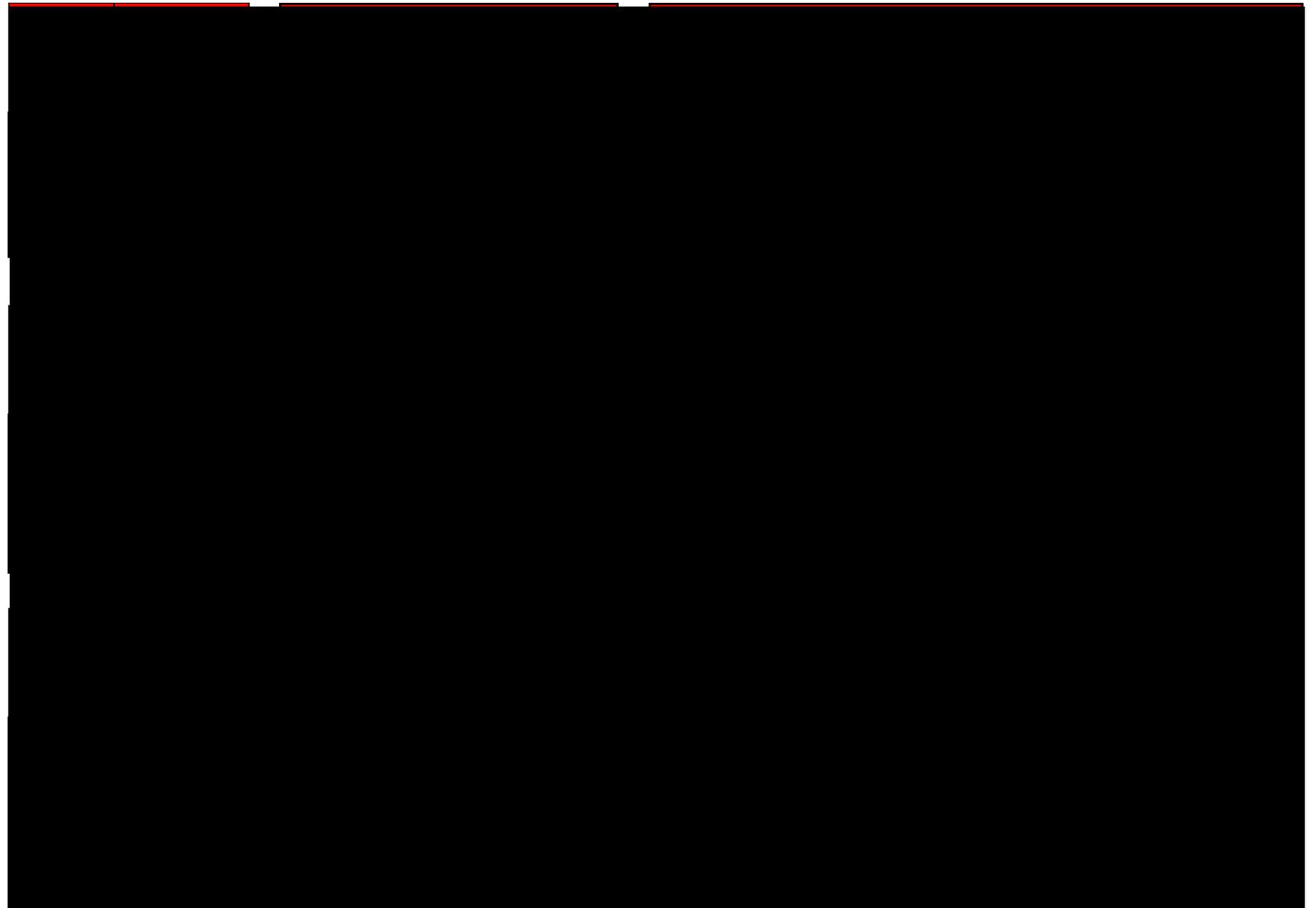
Public Sector



Meraki Switch - Mid Range Hardware - 24pt Bundle	
Part Number	Part Description
MS225-24P-HW	Meraki MS225-24P L2 Stck Cld-Mngd 24x GigE 370W PoE Switch
LIC-MS225-24P-3YR	Meraki MS225-24P Enterprise License and Support, 3YR
MA-PWR-CORD-UK	Meraki AC Power Cord for MX and MS (UK Plug)

Meraki Switch - Mid Range Hardware - 48pt Bundle	
Part Number	Part Description
MS225-48FP-HW	Meraki MS225-48FP L2 Stck Cld-Mngd 48x GigE 740W PoE Switch
LIC-MS225-48FP-3YR	Meraki MS225-48FP Enterprise License and Support, 3YR
MA-PWR-CORD-UK	Meraki AC Power Cord for MX and MS (UK Plug)

Meraki Switch - Mid Range Hardware - 96pt Bundle	
Part Number	Part Description
MS225-48FP-HW	Meraki MS225-48FP L2 Stck Cld-Mngd 48x GigE 740W PoE Switch
LIC-MS225-48FP-3YR	Meraki MS225-48FP Enterprise License and Support, 3YR
MA-PWR-CORD-UK	Meraki AC Power Cord for MX and MS (UK Plug)
MA-CBL-40G-50CM	Meraki 40GbE QSFP Cable, 0.5 Meter



RM3808 Network Services 2**Lot 2 – Local Connectivity Services**

Vodafone Local Area Network (Including Wi-Fi)

Public Sector

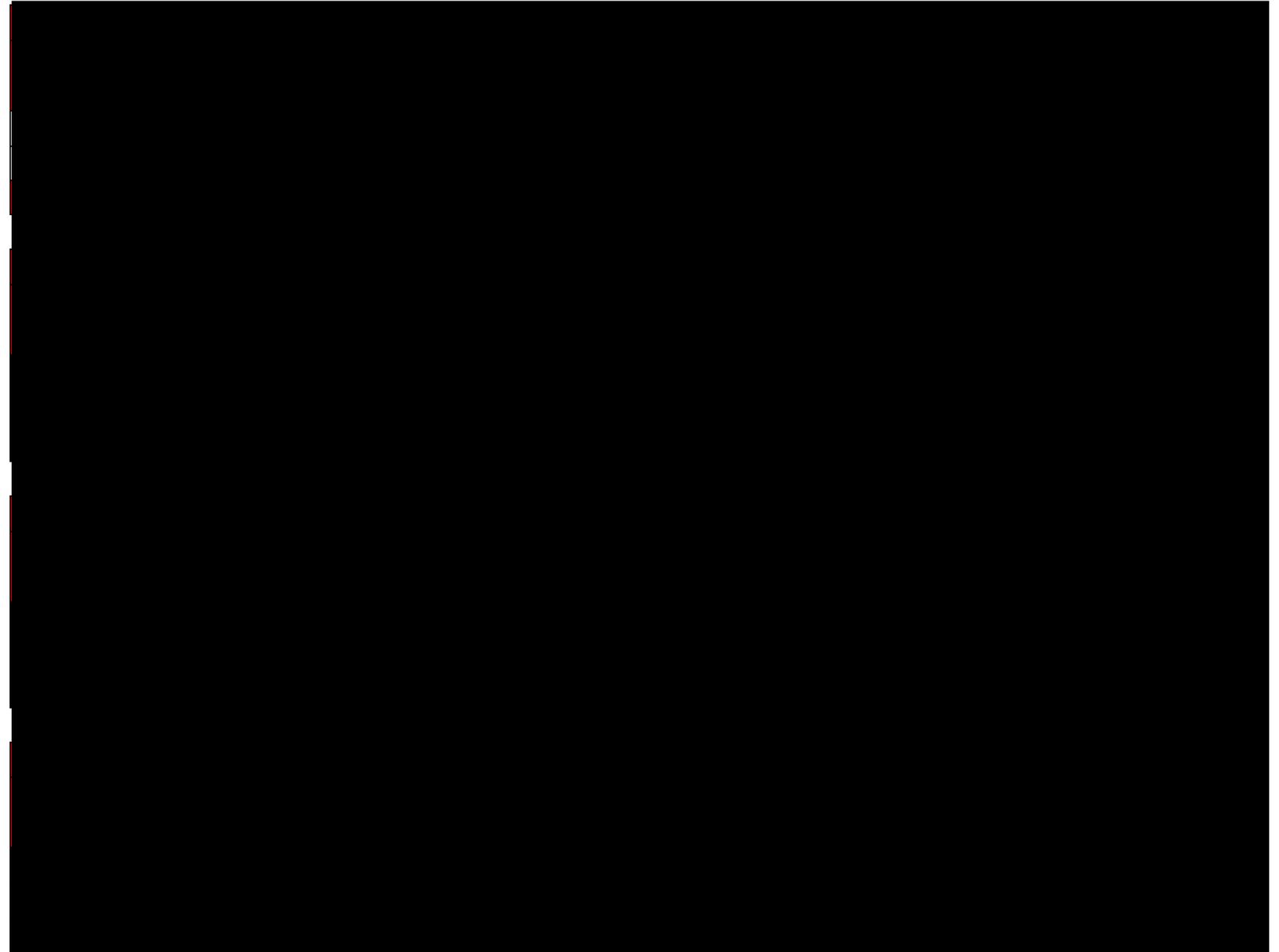


Meraki Security Appliance	
Part Number	Part Description
MX68-HW	Meraki MX68 Router/Security Appliance
LIC-MX68-ENT-3YR	Meraki MX68 Enterprise License and Support, 3YR

Meraki Security Appliance	
Part Number	Part Description
MX68-HW	Meraki MX68 Router/Security Appliance
LIC-MX68-SEC-3YR	Meraki MX68 Advanced Security License and Support, 3YR

Meraki Access Point - Low Range	
Part Number	Part Description
MR33-HW	Meraki MR33 Cloud Managed AP
LIC-ENT-3YR	Meraki MR Enterprise License, 3YR

Meraki Access Point -Mid Range	
Part Number	Part Description
MR42-HW	Meraki MR42 Cloud Managed AP
LIC-ENT-3YR	Meraki MR Enterprise License, 3YR



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Vodafone Local Area Network (Including Wi-Fi)

Public Sector



Pricing for 60 Month Contract

Meraki Switch - Low Range Hardware - 24pt Bundle	
Part Number	Part Description
MS120-24P-HW	Meraki MS120-24P 1G L2 Cld -Mngd 24x GigE 370W PoE Switch
LIC-MS120-24P-3YR	Meraki MS120-24P Enterprise License and Support, 5 Year
MA-PWR-CORD-UK	Meraki AC Power Cord for MX and MS (UK Plug)

Meraki Switch - Low Range Hardware - 48pt Bundle	
Part Number	Part Description
MS120-48FP-HW	Meraki MS120-48FP 1G L2 Cld Managed 48x GigE 740W PoE Switch
LIC-MS120-48FP-3YR	Meraki MS120-48FP Enterprise License and Support, 5 Year
MA-PWR-CORD-UK	Meraki AC Power Cord for MX and MS (UK Plug)

Meraki Switch - low Range Hardware - 96pt Bundle	
Part Number	Part Description
MS225-48FP-HW	Meraki MS225-48FP L2 Stck Cld-Mngd 48x GigE 740W PoE Switch
LIC-MS225-48FP-3YR	Meraki MS225-48FP Enterprise License and Support, 5YR
MA-PWR-CORD-UK	Meraki AC Power Cord for MX and MS (UK Plug)
MA-CBL-40G-50CM	Meraki 40GbE QSFP Cable, 0.5 Meter

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Vodafone Local Area Network (Including Wi-Fi)

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Meraki Switch - Mid Range Hardware - 24pt Bundle	
Part Number	Part Description
MS225-24P-HW	Meraki MS225-24P L2 Stck Cld-Mngd 24x GigE 370W PoE Switch
LIC-MS225-24P-3YR	Meraki MS225-24P Enterprise License and Support, 5YR
MA-PWR-CORD-UK	Meraki AC Power Cord for MX and MS (UK Plug)

Meraki Switch - Mid Range Hardware - 48pt Bundle	
Part Number	Part Description
MS225-48FP-HW	Meraki MS225-48FP L2 Stck Cld-Mngd 48x GigE 740W PoE Switch
LIC-MS225-48FP-3YR	Meraki MS225-48FP Enterprise License and Support, 5YR
MA-PWR-CORD-UK	Meraki AC Power Cord for MX and MS (UK Plug)

Meraki Switch - Mid Range Hardware - 96pt Bundle	
Part Number	Part Description
MS225-48FP-HW	Meraki MS225-48FP L2 Stck Cld-Mngd 48x GigE 740W PoE Switch
LIC-MS225-48FP-3YR	Meraki MS225-48FP Enterprise License and Support, 5YR
MA-PWR-CORD-UK	Meraki AC Power Cord for MX and MS (UK Plug)
MA-CBL-40G-50CM	Meraki 40GbE QSFP Cable, 0.5 Meter

Meraki Security Appliance	
Part Number	Part Description
MX68-HW	Meraki MX68 Router/Security Appliance
LIC-MX68-ENT-5YR	Meraki MX68 Enterprise License and Support, 5YR

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Vodafone Local Area Network (Including Wi-Fi)

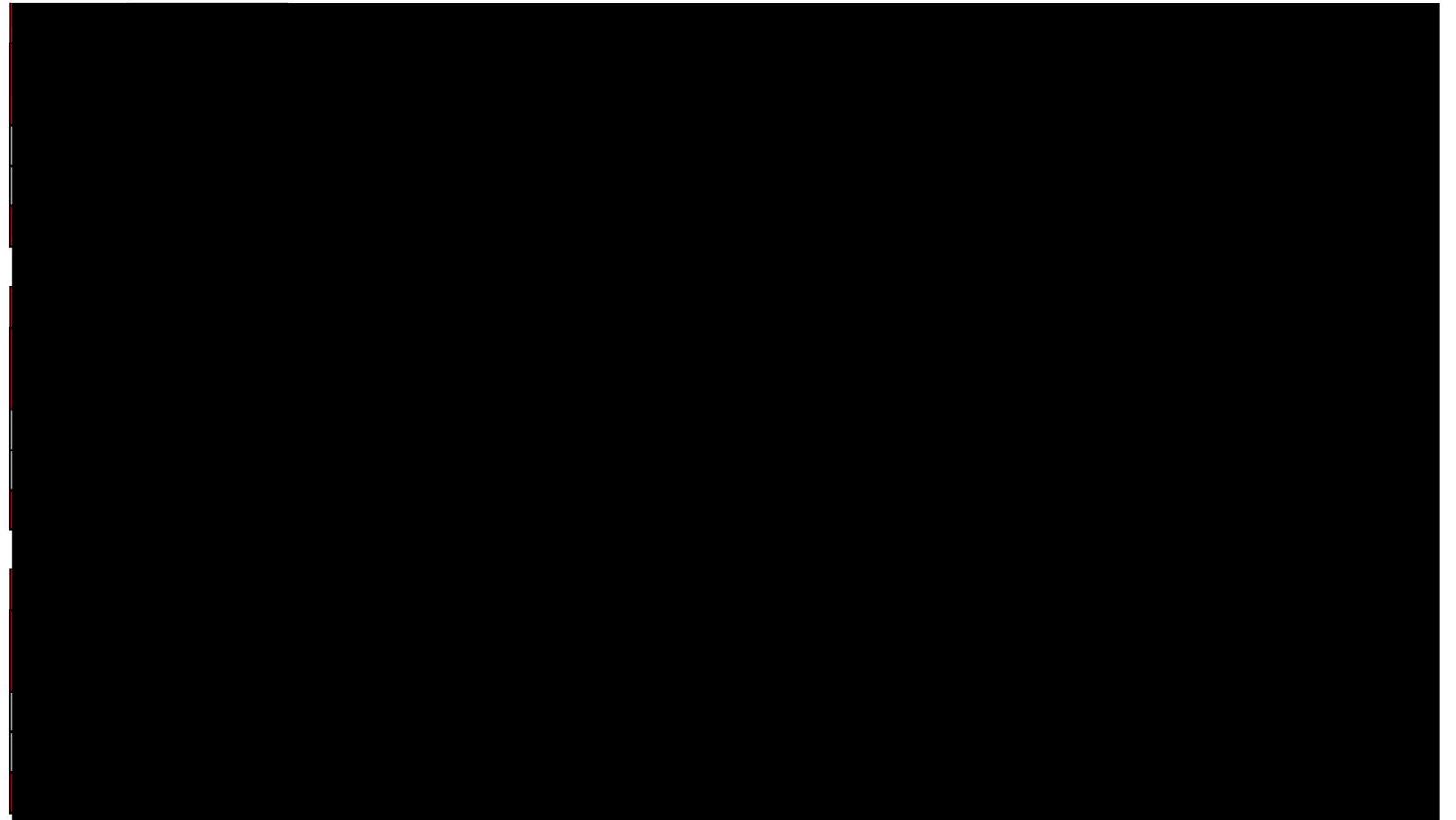
Public Sector



Meraki Security Appliance	
Part Number	Part Description
MX68-HW	Meraki MX68 Router/Security Appliance
LIC-MX68-SEC-5YR	Meraki MX68 Advanced Security License and Support, 5YR

Meraki Access Point - Low Range	
Part Number	Part Description
MR33-HW	Meraki MR33 Cloud Managed AP
LIC-ENT-3YR	Meraki MR Enterprise License, 5YR

Meraki Access Point -Mid Range	
Part Number	Part Description
MR42-HW	Meraki MR42 Cloud Managed AP
LIC-ENT-3YR	Meraki MR Enterprise License, 5YR



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8.2 Technology, Equipment and Solutions

a) Ancillary Charges associated with Services provided by a third-party / OLO

- i) Unless otherwise agreed and stated in the Buyer's Call-Off Contract, the Buyer will be liable for any additional costs charged to Vodafone by third parties in connection with the provision of the Services. Such Charges include but are not limited to the following:

Feature	Single Payment Charge	Connection Charge £ Exc VAT
Survey Fee/ Planning Charge (Previously included in other charges) This item will only be charged if Excess Construction Charges are accepted by a Buyer except for Non-Standard Lines where the Survey Fee will be charged with every order. It will be included as an item within the excess charges calculation and each resurvey additional to the first survey will increment the cost by a further £244.52		
Breaking/Drilling through each external wall		
Breaking/Drilling through each internal concrete wall		
Breaking/Drilling through each internal non-concrete wall		
Provision of each Pole		
Provision of a new footway box (Surface area up to 0.5 sqm)		
Provision of a new medium size footway box (Surface area between 0.5 sqm and 1		
Provision of a new large size footway box (Surface area greater than 1 sqm)		
Provision of a new small carriageway box (Surface area up to 1 sqm)		
Provision of a new medium size carriageway box (Surface area between 1 sqm and 1.25		
Provision of a new large size carriageway box (Surface area greater than 1.25 sqm)		
Cable (fibre or copper) including any jointing required (per metre)		
Copper cable supplied for the Buyer to lay to agreed entry and termination points (per metre). (Minimum 20m supply) This charge includes on site termination and jointing work by Openreach to connect and terminate the cable. If the order is for less than 40 metres then a visit charge will apply - Please See Visit Charges for details.		
Directly buried cable (including any cable and wayleave costs) (per metre)		
Moleploughing cable or fibre in subduct (includes any cable and wayleave costs) (per metre)		
Blown Fibre (per metre)		
Blown Fibre Tubing in Duct (per metre)		
Fibre Cable (per metre)		
Internal cabling (including Internal Blown Fibre Tubing) (per metre)		
New Ductwork - Softsurface (includes wayleave costs) (per metre)		
New Ductwork - Footway (includes wayleave costs) (per metre)		
New Ductwork - Carriageway (includes wayleave costs) (per metre)		
Trunking and traywork within enduser's curtilage (per metre)		
Overblow Services (per 100 metres)		

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b) Site Visits by Vodafone

- i) Additional site visits requested by the Buyer or abortive site visits will be charged as per the following table.

Site Visit Charges (per visit)				
Ancillary Charges (per visit)	Description	Working hours	Out of Normal Working Hours A	Out of Normal Working Hours B
Site Visit	Buyer Site Visit required/requested which is outside Normal Working Hours.			
Aborted Site Visit †	Vodafone's engineer Site Visit for an agreed appointment but cannot gain access to do the work required or the Buyer Site has not been appropriately prepared as per Vodafone instructions.			
Site Survey	Additional Site Survey (a Site Survey not identified in any Commercial Terms).			
Extended Site Visit	Should the engineer need to extend the period at Buyer Site for any Buyer related reason, additional Charges will be incurred e.g., access delayed, non-adherence to Vodafone instructions, or for non-provision of LAN cabling.			
Buyer Site Visit Fault/Incident outside of Vodafone domain †	Buyer Site Visit to investigate a reported Fault or Incident which transpires to be outside the domain of the services provided by Vodafone (e.g., services provided by the Buyer or it's third-party providers).			
Buyer special request	Buyer requests e.g., for a Vodafone engineer with specific accreditation or a named Vodafone engineer or a security clearance outside of contractual terms.			
Cancelled Site Visit	Buyer caused cancellation of engineering Site Visit Note: No Charge if cancelled more than 48 hours before the scheduled appointment.			

† This does not include other licensed operator ("OLO") charges, such OLO charges shall be in accordance with the below.

†† For charging purposes part hours are rounded up to the next whole hour

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c) Professional Services

- i) Vodafone a range of professional services including technical consultancy, project management and on-site service management.

Charges	
	Maximum daily rates excluding expenses
Consultants	
Junior Consultant	
Consultant	
Senior Consultant	
Principal Consultant	
Partner/ Director	
Contractors / IT Specialists	
Senior Analyst/ Team Leader	
Systems Analyst & Designers	
Analyst/ Programmers	
Application Programmers	
System Programmers	
Database Administrators	
Network Administrators	
Capacity Planners	
Configuration Managers	
IT Trainers	
Documentation Specialists	
Project Administrators	

9. Key Sub-Contractors

9.1 Meraki Limited

- a) 1 Callaghan Square, Cardiff, CF10 5BT
b) 06625273

9.2 ARM Networks Limited

- a) Unit 21 Wrest Park Enterprise Building, 52 Wrest Park, Silsoe, Bedford, United Kingdom, MK45 4HS
b) 10289072

9.3 Allvotec

- a) Lindred House, 20 Lindred Road, Brierfield, Nelson, BB9 5SR
b) 01466217

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**10. Definitions**

The following definitions are applicable to this Service Offer;

Definitions	
Acknowledge	a confirmation given to Buyer that a particular request or Incident raised is valid and the provision to Buyer of a unique reference for it. "Acknowledge" shall be construed accordingly.
Agreement	Means the Call-Off Contract, Standard Service Offer and any other applicable document required for the purchase of the Service.
Applicable Law	law, regulation, binding code of practice, rule or requirement of any relevant government or governmental agency, professional or regulatory authority, sanctions (economic trade and financial sanctions laws, regulations, embargoes or restrictive measures administered), trade or export control laws each as relevant to (i) Vodafone in the provision of the Services and/or (ii) Buyer in the receipt of the Services or the carrying out of its business.
AUP	Vodafone's acceptable use policy available on request.
Available Services	The Services available from particular Helpdesks.
Buyer's Service Desk	is the service desk provided by Buyer which will be the initial point of contact between Vodafone and Buyer.
Buyer Site	as the context permits a Buyer's premises (either owned by Buyer or a third party) which Vodafone needs to access in order to deliver or install Equipment and/or to provide the Services or the location where the Services are to be provided, as set out in the Call-Off Contract.
BPE (Buyer premises equipment)	Fixed Equipment on Buyer Site.
BMI	a "Buyer major incident", being the highest category of Impact for an Incident resulting in significant disruption to the business of Buyer.
Buyer	Where used in this Service Offer or Call-Off Contract means the Buyer
Buyer Equipment	hardware, Software or any other tangible material not supplied by Vodafone that is used with or to access the Service. Any Equipment Buyer purchases from Vodafone shall be considered to be Buyer Equipment once title has passed to the Buyer.
Call Abandonment	Calls made by the Buyer but which the Buyer abandons after waiting for a response for 15 seconds or more.
Contact Number(s)	the telephone numbers required to contact the Helpdesks.
Buyer Services Helpdesk	the call centre operated by Vodafone to provide support services to the Buyer.
End Of Life	where Vodafone or a manufacturer of Equipment declares that the type of Equipment is end-of-life (or otherwise stops marketing, selling or supporting it).

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Public Sector



Equipment	hardware, Vodafone Software, and any other tangible equipment (other than SIMs) supplied by, or on behalf of, Vodafone to Buyer for use in receiving the Services. Equipment excludes Buyer Equipment.
Essential Outage	an Outage that is not a Planned Outage including, but not limited to, Outages caused by a force majeure event or an act or omission of any third party which is beyond Vodafone's reasonable control.
Fixed Equipment	hardware, Vodafone Software, BPE and any other tangible equipment (other than SIMs and mobility equipment) supplied by or on behalf of, Vodafone to Buyer for use in receiving the Services.
GSM Gateway	any equipment containing a SIM card which enables the routing of calls from fixed apparatus to mobile equipment by establishing a mobile-to-mobile call.
Helpdesk(s)	the Buyer Services Helpdesk or Buyer Management Centre.
Incident	an unplanned interruption to an IT service or reduction in the quality of an IT service. Failure of a configuration item that has not yet affected Service is also an Incident.
Incident Record	a record containing the details and lifecycle of an Incident.
Infrastructure Services	an IT service that is not directly used by Buyer's business but is required for the provision of other IT services (for example either a Functional Service, connectivity service, hosting service or any combination thereof).
Initial Response	a first response from Vodafone to an individual raising a request or Incident, such as answering the telephone or replying to an email.
Operating Hours	the hours during which the Helpdesks are available.
Network	the communications network together with the equipment and premises that are connected to such network and which are used by Vodafone to perform the Services.
Mandatory Accompanying Services	any mandatory accompanying services specified in the Service Specific Terms relating to a Service.
Planned Outage	the scheduled unavailability of an Infrastructure Service.
Resolution	the exercise by Vodafone of its reasonable endeavours to repair the root cause of an Incident or Problem, or to implement a workaround.
Services	the Vodafone product(s) detailed in this Service Offer.
Service Commencement Date	the date of completion of Vodafone's testing when the Service is ready for use.
Supplier	Where used in this Service Offer or Call-Off Contract means Vodafone
Service Request	a request from a user for information, or advice, or for a Standard Change or for access to an IT service made in accordance with the requirements of the relevant Service Request Catalogue.

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Site Survey	a survey of a Buyer's Site to assess whether (in Vodafone's opinion) the existing infrastructure is sufficient for providing the Services and detailing what the Buyer needs to do to receive the Service.
Third Party Provider	a Key Subcontractor or third party contracted by Vodafone or Buyer that provides a Service, or that provides a service that connects to a Service.
User	an individual end user of the Services who is approved by Buyer and who must be a permanent or temporary employee or sub-contractor of Buyer or an Additional Service Recipient unless otherwise specified in this Agreement.
User Details	a username, password, or other access information used by a User to access the Service and/or Equipment.
Vodafone Software	any Software supplied by Vodafone or its licensors to Buyer (including Software embedded in any Equipment).
Vodafone	Vodafone Limited, registered number 01471587, and registered office Vodafone House, The Connection, Newbury, Berkshire RG14 2FN.
Working Days	Monday to Friday inclusive, other than public holidays in the UK.
Working Hours	the hours between 8.00am and 6.00pm on each Working Day.



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