

Call-Off Schedule 6 (ICT Services)

Call-Off Ref:

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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: <ul style="list-style-type: none"> 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.

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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.

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PART A: ANNEX 1 Supplier BCDR Plan



PART B: Bespoke BCDR Plan

Not used.

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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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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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- 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

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Call-Off Schedule 10 (Exit Management)

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Call-Off Schedule 10 (Exit Management)**1. Definitions**

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

"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 Network Assets"	the assets used in the provision of the Core Network;
"Exclusive Assets"	Supplier Assets used exclusively by the Supplier or a Key Subcontractor in the provision of the Deliverables;
"Exit Information"	has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	those Supplier Assets used by the Supplier or a Key Subcontractor in connection with the Deliverables but which are also used by the Supplier [or Key Subcontractor] for other purposes excluding the Core Network Assets;
"Registers"	the register and configuration database referred to in Paragraph 2.2 of this Schedule;
"Replacement Goods"	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the

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"Replacement Services"

Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;

any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those services are provided by the Buyer internally and/or by any third party;

"Termination Assistance"

a) the provision of any configuration information reasonably required to effect the implementation of the Replacement Services excluding the Core Network;

b) any activity required to facilitate the transition from the live operation of an existing Service to the live operation of a Replacement Service excluding the Core Network; and

c) the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;

"Termination Assistance Notice"

has the meaning given to it in Paragraph 5.1 of this Schedule;

"Termination Assistance Period"

the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;

"Transferable Assets"

Exclusive Assets which are capable of legal transfer to the Buyer;

"Transferable Contracts"

Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation, excluding such contracts relating to the Core Network;

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"Transferring Assets"	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	has the meaning given to it in Paragraph 8.2.3 of this Schedule.

2. Supplier must always be prepared for contract exit

- 2.1 The Supplier shall within thirty (30) days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.
- 2.2 During the Contract Period, the Supplier shall promptly:
 - 2.2.1 create and maintain a detailed register of i) all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and ii) Sub-contracts and other relevant agreements required in connection with the Deliverables insofar as they relate to Exclusive Assets and Non-Exclusive Assets; and
 - 2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables (excluding the Core Network) ("**Registers**").
- 2.3 The Supplier shall:
 - 2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
 - 2.3.2 procure that all licences for Third Party Software, and all Sub-Contracts, in relation to Exclusive and Non-Exclusive Assets shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.
- 2.4 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

3. Assisting re-competition for Deliverables

- 3.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to

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tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the **"Exit Information"**).

- 3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.
- 3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information (excluding the Core Network) which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).
- 3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables (excluding the Core Network); and not be disadvantaged in any procurement process compared to the Supplier.

4. Exit Plan

- 4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.
- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.3 The Exit Plan shall set out, as a minimum:
 - 4.3.1 a detailed description of both the transfer and cessation processes, including a timetable;
 - 4.3.2 how the Deliverables (excluding the Core Network) will transfer to the Replacement Supplier and/or the Buyer;
 - 4.3.3 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
 - 4.3.4 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
 - 4.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;

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- 4.3.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
 - 4.3.7 proposals for the identification and return of all Buyer Assets in the possession of and/or control of the Supplier or any third party;
 - 4.3.8 proposals for the disposal of any redundant Deliverables and materials;
 - 4.3.9 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
 - 4.3.10 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- 4.4 The Supplier shall:
- 4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - (a) every six (6) months throughout the Contract Period; and
 - (b) no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;
 - (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;
 - (d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and
 - 4.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
- 4.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
- 4.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

5. Termination Assistance

- 5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
 - 5.1.1 the nature of the Termination Assistance required;

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- 5.1.2 the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the date that the Supplier ceases to provide the Deliverables; and
- 5.1.3 whether the Buyer requires any additional services to assist with exit beyond what is required by this Schedule, which may be chargeable by the Supplier.
- 5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the Termination Assistance Notice period provided that such extension shall not extend for more than six (6) Months beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier of such this extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than twenty (20) Working Days' written notice upon the Supplier.
- 5.3 Where the Buyer indicates in a Termination Assistance Notice that it requires any additional services to assist with exit in accordance with paragraph 5.1.3, the Supplier shall provide to the Buyer within ten (10) Working Days of receipt of such Termination Assistance Notice a quotation in the form of an itemised list of costs (in line with any day rates specified in the Contract) for each line of the additional services that the Buyer requires. Within five (5) Working Days of receipt of such quotation the Buyer shall confirm to the Supplier which of those itemised services it requires and the Supplier shall provide those services as part of the Termination Assistance at the Charges provided in the quotation.
- 5.4 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

6. Termination Assistance Period

- 6.1 Throughout the Termination Assistance Period the Supplier shall:
 - 6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
 - 6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
 - 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;

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- 6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
- 6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
- 6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
- 6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.
- 6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

7. Obligations when the contract is terminated

- 7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:
 - 7.2.1 vacate any Buyer Premises;
 - 7.2.2 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;
 - 7.2.3 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:
 - (a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
 - (b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.

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- 7.3 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

8. Assets, Sub-contracts and Software

- 8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:
- 8.1.1 terminate, enter into or vary any Sub-contract insofar as it relates to Exclusive Assets and Non-Exclusive Assets; or
 - 8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets; or
 - 8.1.3 terminate, enter into or vary any licence for any software in connection with the Deliverables excluding the Core Network.
- 8.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:
- 8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");
 - 8.2.2 which, if any, of:
 - (a) the Exclusive Assets that are not Transferable Assets; and
 - (b) the Non-Exclusive Assets,
 the Buyer and/or the Replacement Supplier requires the continued use of; and
 - 8.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"), in order for the Buyer and/or its Replacement Supplier to provide the Deliverables excluding the Core Network from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide:
 - i) the Deliverables (excluding the Core Network); or
 - ii) the Replacement Goods and/or Replacement Services (excluding the Core Network).
- 8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.

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- 8.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
- 8.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
 - 8.5.1 procure a non-exclusive, perpetual, royalty-free licence (or a licence on such other terms that the Buyer may agree) for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
 - 8.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- 8.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.
- 8.7 The Buyer shall:
 - 8.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
 - 8.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
- 8.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.
- 8.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

9. No charges

- 9.1 Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.

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10. Dividing the bills

10.1 All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:

10.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;

10.1.2 the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and

10.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

Call-Off Schedule 11 (Installation Works)
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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)

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 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.

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
Rural Payments Agency ("RPA")	As set out in Order Form	Call-Off Contract Period	Not Applicable
Environment Agency ("EA")	As set out in Order Form	Call-Off Contract Period	Not Applicable
Animal and Plant Health Agency ("APHA")	As set out in Order Form	Call-Off Contract Period	Not Applicable
The Marine Management Organisation	As set out in Order Form	Call-Off Contract Period	Not Applicable
Natural England	As set out in Order Form	Call-Off Contract Period	Not Applicable

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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	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”	<p>means:</p> <p>(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</p> <p>(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;</p> <p>unless otherwise stated in the Order Form during a Further Competition.</p>
“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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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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- 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;

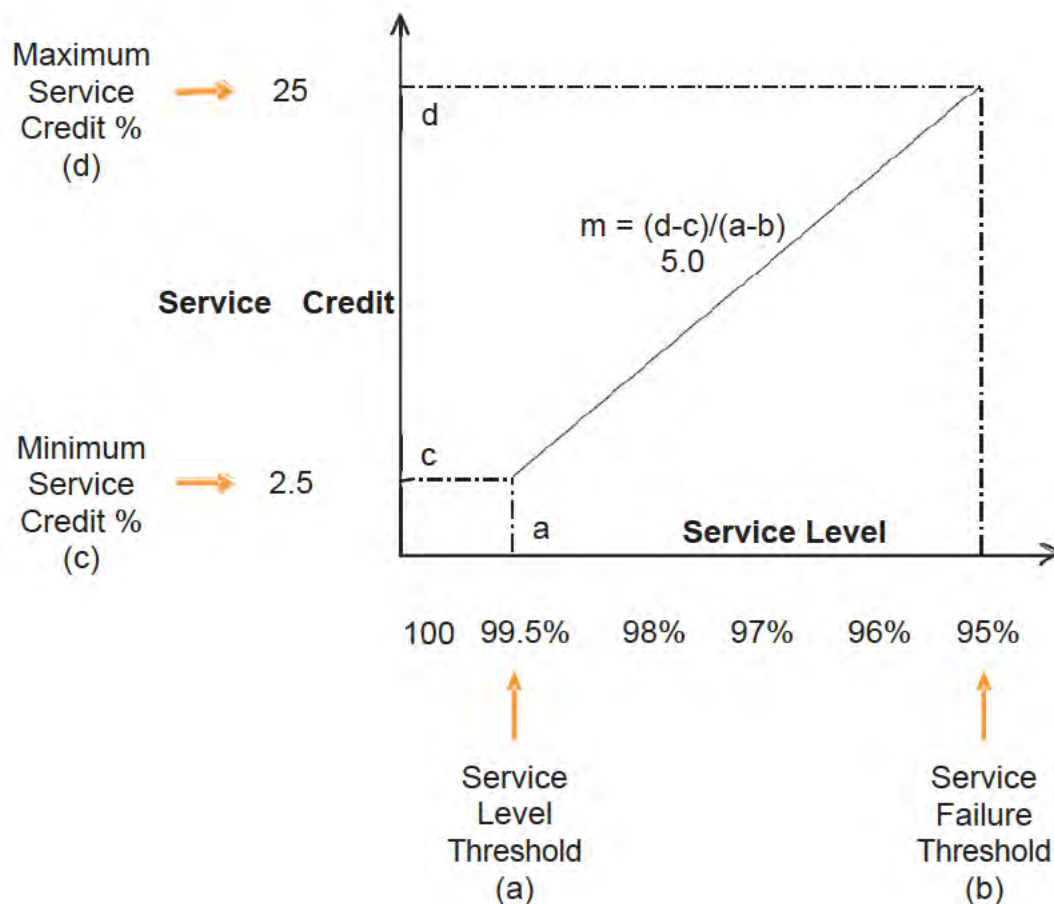
m is a coefficient defined for the services, which is calculated from the Formula $m = (d - c) / (a - b)$, that is the slope of the straight line;

- 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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Call-Off Schedule 14 (Service Levels)

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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.

Call-Off Schedule 14 (Service Levels)

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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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Call-Off Schedule 14 (Service Levels)

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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.

Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref:

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Call-Off Schedule 20 – Call-Off Specification

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyer under this Call-Off Contract

Annex 1 of this Call-Off Schedule 20 specifies the Buyer's Statement of Requirements.

Annex 2 specifies the Services that the Supplier will deliver to the Buyer.

In the event of any conflict between Annex 1 and Annex 2, Annex 2 will take precedence over Annex 1

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ANNEX 1: STATEMENT OF REQUIREMENTS

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Call-Off Schedule 20 (Call-Off Specification)

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1. INTRODUCTION

- 1.1 The Buyer has supplementary requirements in relation to Security and Service Management as set out in paragraphs 2 and 3 below.

2. SECURITY

- 2.1 The Supplier shall, and shall endeavour to ensure that:

2.1.1 any of its Subcontractors who provide the Deliverables (or any part of them) shall, provide the Deliverables under the Contract in accordance and compliance with the following Government security frameworks and policies (unless otherwise agreed with the Buyer in writing); and any Supplier system which holds any protectively marked Government data will comply with the following:

- the principles in the Security Policy Framework:
<https://www.gov.uk/government/publications/security-policy-framework> and the Government Security Classification Policy:
<https://www.gov.uk/government/publications/government-security-classifications>
- guidance issued by the Centre for Protection of National Infrastructure on Risk Management in relation to personnel security risk assessment.
<https://www.cpni.gov.uk/content/adopt-risk-management-approach>
(However Security in the Supply Chain and Level 1 Operational Requirements can instead be fulfilled under the Supplier's ISO27001 accreditation A.15 Supplier Relationships and A.11 respectively. Level 1 Operational Requirements should also be fulfilled by the Security Policy Framework) and Protection of Sensitive Information and Assets:
<https://www.cpni.gov.uk/protection-sensitive-information-and-assets>
- the National Cyber Security Centre's (NCSC) information risk management guidance:
<https://www.ncsc.gov.uk/collection/risk-management-collection>

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- government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint:

<https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>

2.2. The Supplier shall, and shall endeavour to ensure that any Subcontractor shall, provide the Deliverables under the Contract in accordance and compliance with the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance (unless agreed otherwise with the Buyer in writing):

<https://www.ncsc.gov.uk/collection/cloud-security/implementing-the-cloud-security-principles>.

2.3. The Supplier shall, and shall endeavour to ensure that any Subcontractor who provide the Deliverables (or any part of them) shall, be certified as compliant with ISO/IEC 27001:2013 and maintain such certification throughout the Call-Off Contract Period (unless agreed otherwise with the Buyer in writing). Evidence of such certification and statements of applicability shall be provided to the Buyer on request.

2.4. The Supplier shall, and shall endeavour to ensure that any Subcontractor who provides the Deliverables shall, be certified as compliant with Cyber Essentials Plus and shall maintain such certification of compliance throughout the Call-Off Contract Period (unless agreed otherwise with the Buyer in writing). Evidence of such certification shall be provided to the Buyer upon request.

3. Service Management and Operations

3.1. The Supplier must adhere to the ITIL framework for delivering IT services.

3.2. The Supplier must provide a single point of contact service desk that shall be capable of handling and resolving incidents, queries and requests from the Buyer or its

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representatives within an agreed period and that shall be operational during minimum service hours, all as set out in Call-Off Schedule 14 (Service Levels).

- 3.3. The system must meet the minimum availability service level specified in Call-Off Schedule 14 (Service Levels).
- 3.4. The Supplier must ensure that the agreed service levels are met and provide a point of escalation and/or service credits should these not be achieved.
- 3.5. The Supplier must take ownership of all service failures or any other technical failures, which affects the overall delivery of the Services, regardless of which party in its supply chain is responsible, and ensure the allocation of appropriate resources to implement such remedial actions as are required in order to meet the Service Levels set out in Call-Off Schedule 14 (Service Levels).
- 3.6. The Supplier must provide written documentation to support the operational use of the system or service in the form of user guidance, reference material and work instructions. This may be online or in electronic format. The Supplier must maintain such documentation, updating as required for any subsequent system or service change.
- 3.7. The Supplier must attend monthly Service Review meetings.
- 3.8. The Supplier must provide monthly service reporting information at least five days before the scheduled Service Review meeting, to include:
 - i) Achievement of Service Levels (including any application of Service Credits);
 - ii) Number of minor and major degradations of service;
 - iii) Service recovery times;
 - iv) Service or system responsiveness;
 - v) Early warning of planned changes and maintenance windows;
 - vi) Post-incident reviews, root cause analysis lessons learned, and measures put in place to prevent such incidents occurring in the future;

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- vii) Planned service improvements;
- viii) Data integrity;
- ix) All incidents/problems should be included regardless of whether they are service affecting. Security incidents should be specifically highlighted.

3.9 The Supplier must operate effective configuration and strict change management processes to ensure that the impact of any changes is assessed in order to minimise risk of service disruption. Changes to the system must be coordinated with the Buyer.

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ANNEX 2: THE SUPPLIER'S SERVICE OFFER

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Lot 10 – Unified Communications
Vodafone One Net Enterprise – Cisco (VONE-C)
Public Sector

Service Offer Reference No: RM3808-Lot10-VodafoneLtd-#006

Lot(s): 10

Effective Date: 24/05/2021

Expiry Date: 16/08/2021

Contents
1. Service Description
2. Conditions on Buyer
3. Outline Implementation Plan
4. Exit ManagementPlan
5. Service Level Agreement
6. Optional Schedules
7. Mandatory Schedules
8. Service Description and Price Card
9. Ancillary Services
10. Key Sub-Contractors
11. Data Protection
12. Definitions
Annex 1 – Call Charges



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1. The Service—Overview and why Vodafone

- 1.1 Vodafone provides unified communications products and related services that integrate several messaging and/or voice/video/data applications together and present User access (including reporting aspects) of such tools via a common interface (The “Service”).
- 1.2 At Vodafone, we operate one of the biggest voice and data networks globally. A fixed and mobile network that's constantly being developed to meet the demands of business today. The breadth and depth of our skills and experience has helped us see the problems you face first hand – allowing us to develop simpler, more joined-up communications.
- 1.3 Our Unified Communications allow you to make decisions quickly and let you communicate in the way that's best suited to the situation.

2. Conditions on the Buyer

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

2.1 General Conditions on the Buyer

- (a) At the start of the initial term the buyer will purchase a minimum of 24,000 Voice - including PSTN breakout, voice mail includes licensing, UC Application and hosting users and maximum of 30,000 Voice - including PSTN breakout, voice mail includes licensing, UC Application and hosting users.
- (b) The buyer may reduce or increase the number of Voice licences, these include PSTN breakout, voice mail UC Application and hosting as detailed in section 8 - Service Description and Price card, paragraph 8.5.
- (c) 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.
- (d) In the event of a conflict between the terms and conditions included within this Service Offer and the terms and conditions of the RM3808 Framework Contract or Call-Off Contract, then the terms and conditions of the Framework Contract or Call-Off Contract shall take precedence.”
- (e) 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.
- (f) Save as expressly permitted under the Agreement, Buyer shall not resell, distribute, provide or sub-licence the Services or Equipment (except Buyer Equipment) to any third party.
- (g) Terms of use: Buyer shall not (a) make unauthorised modifications to the Services (b) use the Services as a means to establish permanent servers, 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 the Agreement or (e) use the Services in a way that may reasonably be considered to be a nuisance, defamatory, offensive, abusive, obscene or in violation of any person's rights or is illegal, fraudulent or contrary to good faith commercial practice 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.
- (h) 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.
- (i) Security: Buyer shall take reasonable steps in line with commercial good practice with entities it controls to limit misuse of 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 Vodafone Equipment or Services.

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- (j) 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.
- (k) Vodafone will not be liable for Buyer's use of Equipment where Buyer has not installed, updated or followed Vodafone's reasonable recommendations regarding Equipment (including for any failures), and Vodafone will also not have any maintenance obligations.
- (l) 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.
- (m) Buyer must:
 - (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 requirements.
- (n) Where a survey is required, this Service Offer is subject to that survey. In the event a Site Survey output results in a material price difference from the Call-Off Contract then the Buyer has the right to cancel in accordance with the Core Terms.

2.2 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:
 - 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

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- 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) Equipment Indemnity: Buyer shall indemnify Vodafone against:
 - (i) any loss of or damage to any Vodafone equipment on a Buyer Site caused by any negligent act or omission or willful misconduct of Buyer, its employees, agents or subcontractors.
- (e) Buyer Sites: For the purposes of preparing for and delivery of the Services, Buyer shall:
 - (i) On Vodafone's request, 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 reasonable 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:
 - 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 the 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
 - ensure that Buyer Sites are safe and have a suitable working environment.
- (f) Emergency Services:
 - (i) General: In the event of a power cut or failure affecting Buyer's fixed line and/or broadband Service, Buyer may not be able to make calls including calls to emergency services.
 - (ii) The Service is designed to be fully compliant with the Ofcom regulations regarding caller location information for 999 and 112 calls to the UK emergency services. Users consuming the central PSTN breakout outside of the UK will not have access to make Emergency calls. Users should be provided with an alternative means to make emergency calls.
 - (iii) Buyer obligations: Buyer shall:
 - provide Vodafone with complete and accurate Buyer Site address information; and
 - 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
 - Buyer acknowledges that any failure to provide the information required may render emergency services unable to identify User's location.
 - (iv) Calls using the internet: Additionally, where a Service places calls using the internet, Buyer shall:
 - 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

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- 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.

2.3 Mobility Services Conditions on the Buyer

- (a) Security of communications: Vodafone shall exercise reasonable efforts to ensure the security of Buyer's and Users' communications. However, for reasons beyond Vodafone's control, it does not promise or guarantee that communications will be completely secure.
- (b) Network interruptions: Buyer acknowledges that, due to the nature of mobile technology, it is impossible to provide a fault-free Service and the Network does not have guaranteed uninterrupted service availability. For example, the Services may be affected by local terrain (e.g., trees, hills and buildings), weather, electromagnetic interference, arrangement of and number of users accessing a base station, and compatibility and availability of any equipment, systems and third-party services used by Buyer.
- (c) Network coverage: Buyer acknowledges it is their responsibility to request an estimate of the signal strength the Buyer may experience when in the UK. Please speak to Buyer's Vodafone account manager (where applicable), or email frameworks_team@vodafone.com.
- (d) Network Sunset: Buyer hereby acknowledges and accepts that (i) certain Network technologies used to provide the Service on Vodafone Equipment or Buyer Equipment may retire prior to the expiry of the contract; (ii) current Networks may be replaced by further advanced Network technologies during the term of the contract. As a result, Buyer agrees that maintaining compatibility of its devices with the available Networks from time to time shall be its responsibility.
- (e) Emergency Services: Buyer may use the Services to contact the emergency services provided Buyer is in range of a base station forming part of Vodafone's Network. If Buyer is not within range of one of Vodafone's base stations, or if Vodafone's base station is not transmitting for any reason, the Equipment may try to use another mobile network to connect Buyer's call to the emergency services. Depending on the Equipment Buyer uses, Users approximate location (using Network, global positioning satellite network information and Wi-Fi data) may be provided to the emergency services via functionality built into the Equipment.
- (f) General Sim Terms
 - (i) Authorised Use: Buyer shall only use the SIMs to access the Network and receive the benefit of the Services. Buyer shall use reasonable endeavours to ensure that SIMs are only used with Buyer's authorisation and shall inform Vodafone as soon as is reasonably practicable after Buyer becomes aware that a SIM is lost, stolen or damaged. Buyer will be liable for any loss or damage suffered by Buyer as a result of unauthorised use of SIMs (including due to loss or theft) up to the time that Buyer has notified Vodafone that such SIM is being used without Buyer's authorisation.
 - (ii) Dynamic Updates: Buyer accepts that where a User does not accept an update or upgrade to the SIM sent by Vodafone, Vodafone may suspend or deactivate their SIM.
 - (iii) Title: Vodafone shall retain title to SIMs at all times, however Vodafone grants Buyer a licence to use the SIMs (including any software they contain) to the extent necessary to use the Services. Buyer may disconnect SIMs by providing Vodafone 30 days' notice.
- (g) Vodafone Wi-Fi Calling Requirements
 - (i) To use Wi-Fi Calling, Buyer must have:
 - a compatible price plan;
 - a compatible mobile device; and
 - good access to a wireless internet connection.
 - (ii) Allowances: Voice calls made with Wi-Fi Calling will use Buyer's usual UK plan allowances. If Buyer exceeds its UK allowances, voice calls over Wi-Fi will be charged at standard UK call rates detailed in this Service Offer.
 - (iii) Data Usage: Voice calls over Wi-Fi use a wireless internet connection, so in addition to the standard call charges above, each User will also use data of the wireless network they are connected to. Vodafone shall not be liable for any data charges incurred for this usage.

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- (iv) Roaming: Buyer shall not use Wi-Fi Calling whilst roaming outside of the UK. In the event Buyer makes or receives Wi-Fi calls whilst abroad, additional charges shall apply.
- (v) Deactivation: Each User can deactivate the Wi-Fi Calling option under Settings on their mobile device. If Buyer wishes to remove Wi-Fi Calling across Buyer's entire account or any number of devices on Buyer's account, Buyer shall notify Vodafone.
- (vi) Call Quality: Vodafone cannot guarantee specific levels of performance and the call quality will depend on the number of other devices connected to the wireless internet connection. Buyer acknowledges that calls made over Wi-Fi will be disconnected if the Wi-Fi signal is no longer available and the User will have to redial to continue with the call through Vodafone's mobile network (this includes calls made to emergency services).
- (vii) Network Dependency: Vodafone's ability to provide Wi-Fi Calling is dependent upon the Wi-Fi network accessed by Buyer, as well as the general availability of the public telecommunications network. Buyer acknowledges that there are factors outside of Vodafone's control which will limit Vodafone's ability to provide Wi-Fi Calling.
- (viii) Emergency Services: Buyer acknowledges that if a User makes a 999 call when using Wi-Fi Calling, the device will attempt to make that call using a normal mobile network. If there is no mobile network available, the call will be routed over Wi-Fi and the emergency services will not be able to identify the User's location automatically.
- (h) Roaming: Vodafone shall use reasonable endeavours to give Buyer access to networks outside the UK as part of roaming Services; however, because overseas networks are not controlled by Vodafone, Vodafone is not responsible for their performance or functionality.
- (i) Enterprise Spend Manager: Where applicable, new or renewing Buyers on eligible plans will have the option to set and manage a monthly usage limit to control out-of-plan Charges on each Connection. This limit will apply to Charges and Services (for example, any calls, messaging, data usage, picture messages, app purchases and roaming in certain countries) that aren't included in Buyer's plan. Buyer must inform Vodafone when requested what the monthly usage limit should be.
- (j) Price Plans
 - (i) Voice and Data Price Plans: Data price plans are not designed for use in voice-enabled Equipment. Any voice usage on a Data price plan shall be charged at the rate detailed in this Service Offer.
 - (ii) Data and Email Price Plans: The following terms apply to the Data and Email price plans in the Call-Off Contract:
 - All Data limits include both downloaded and uploaded Data.
 - If Buyer takes a price plan with Fair Usage, and a Connection exceeds the Fair Usage limit in any month, Vodafone shall notify Buyer to change that Connection's usage to come within the Fair Usage limit. If the Connection's usage still exceeds the Fair Usage limit after 30 days from notification, or more than 45% of the total Connections on the Data price plan exceeds the Fair Usage at any time, Vodafone may charge Buyer its Standard List Price for the excess usage.
 - Vodafone measures Data usage in kilobyte (KB) and offers Data in megabyte (MB or 1024KB) and gigabyte (GB, 1024 MBs) units.
 - Buyer's inclusive Data allowance and additional Data services will define the amount of data Buyer can use without an additional charge.
 - Vodafone calculates Buyer's Data usage based on the amount of Data that travels over the Network, which may differ from the Data Buyer's device consumes. Buyer's Data usage may include Data packages which are resent over the Network, for example if Buyer's Connection drops off or if a webpage is refreshed. Certain Data services (websites and other packets) may be usage free and will not be taken from Buyer's data allowance, whilst others can consume Buyer's data allowance.
 - Vodafone measures Data usage the same way over networks including but not limited to 2G, 3G, 4G etc.

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.

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- (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 VONE-C Service Specific Conditions on the Buyer

- (a) Order the Buyer Specification Design ("BSD") under the Service Offer RM3808-Lot10-VodafoneLtd-#003.
- (b) The IP VPN circuit must be purchased from Vodafone. Where Buyer does not own a Vodafone IP VPN, this service must be purchased under the IP VPN Service Offer under RM3808 Lot 1. Cisco Services in Scope: Buyer acknowledges that this Service Offer relates exclusively to Vodafone's supply of the Cisco services and accompanying support. Buyer's may not order other Cisco software-as-a-service products under this Service Offer. Buyer may only order the Cisco Collaboration Flex service directly from Vodafone under this Service Offer, therefore any terms in Cisco documentation relating to ordering directly from Cisco and any payment obligations to Cisco are not relevant to the provision of the Service under this Service Offer.
- (c) Buyer hereby opts out of any roaming and domestic use spend cap provisions and any warning notifications as set out in the EU Roaming Regulation and in local Applicable Laws in relation to the Services. "EU Roaming Regulation" means EU Regulation No 531/2012 on roaming on public mobile communications networks within the Union, as amended.
- (d) Buyer acknowledges 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.
- (e) Buyer must have either the most current version, or the version immediately preceding the current version of Windows.
- (f) The Buyer can only use Cisco handsets that have been type approved for use on the VONE-C deployment of the Cisco HCS platform.
- (g) VONE-C operates on a helpdesk to helpdesk basis and end User support is not part of the service. The Buyer must supply a helpdesk that will require some basic training on self-service features and how to contact the Vodafone Service Desk.
- (h) Vodafone will require detailed knowledge of the Buyer's sites, existing technologies in use, users volumes, telephone number ranges, IP addressing and other information pertinent to the delivery of voice and data services. The Buyer shall provide all information requested by Vodafone.
- (i) The Buyer's Wide Area Network (WAN) and Local Area Network (LAN) must meet the network requirements specified in section 8. Service Description - Connectivity prerequisites for WAN/LAN. The Buyer WAN will require a secure connection (typically IP Virtual Private Network) to the Vodafone core network also known as the Vodafone Multi-Service Platform (MSP).
- (j) Vodafone One Net Cisco (VONE-C) sits on a communications infrastructure and must be delivered in conjunction with Vodafone IPVPN. Buyer must connect to the public switched telecommunications network (PSTN) through the Vodafone network and agree to the applicable terms and conditions detailed in the IP VPN Service Offer under RM3808 Lot 1.
- (k) The Buyer shall not use the service or any part of the service, except where expressly approved by Vodafone in writing:
 - (i) to make a computer permanently available as a server

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- (ii) to set up connections where the caller receives payments from third parties, based on the call or the duration of the connection (e.g. connections to advertising hotlines);
 - (iii) for commercial relaying of connections or interconnection services
 - (iv) for automated machine-to-machine data exchange
 - (v) use automated means to make calls, texts or send data (including via a GSM Gateway) or
 - (vi) to include SIMs in (fixed) GSM adapters.
 - (l) To support provisioning of the service the Buyer shall:
 - (i) provide Vodafone with access to appropriately skilled members of their own staff where reasonably required;
 - (ii) provide such information that Vodafone reasonably requests and requires to provide the service, provided that such information shall be available to the Buyer and shall be authorised for release by the Buyer; and
 - (iii) own and manage their resources, activities and deliverables that may be required to support Vodafone's deliverables.
 - (iv) ensure that any Buyer Equipment is compatible with the Service.
 - (m) Where a Buyer does not purchase a VONE-C CUCM clusters, the following are the network requirements on the Inter-Cluster-Trunks
 - (i) Delay – 80ms Round Trip Time,
 - (ii) Jitter – IP Precedence 3 ICCS traffic should be minimized using CBWFQ,
 - (iii) Error Rate – No packet loss if possible as it will impact performance of the clusters.
 - (n) Security Obligations: Buyer will:
 - (i) design, implement, manage, and archive configuration of internal IP protocols, LAN information, and access lists;
 - (ii) provide reasonable security on, including secure storage of, the Equipment and Buyer's private networks to limit misuse of or threat to the Service, Equipment, or Network; and
 - (iii) address any misuse or threat identified by Vodafone through the implementation of appropriate security or User controls.
 - (o) Export: Buyer warrants that they will not export any controlled technical data, software or hardware acquired from Vodafone under the Agreement in breach of export control laws. For the avoidance of doubt this includes both physical and electronic export of technical data, software or hardware.
 - (p) PSTN Connection: Buyers shall not (and shall ensure that its Users shall not) connect or seek to connect the Services to the PSTN otherwise than in accordance with Applicable Law.
- 2.6 Cisco Hosted Collaboration Suite ("HCS") (WebEx Teams Collaboration/Jabber) Client Software Condition on the Buyer
- (a) Buyer may install HCS Client Software on Buyer devices solely for use with the Service. The maximum quantity of devices on which Buyer may install the HCS Client Software provided by Vodafone shall not exceed the maximum number of devices permitted by the HCS Client Software license purchased. Installation of HCS Client Software does not constitute the resale, transfer, or sub-license of such HCS Client Software.
 - (b) Buyer may associate a User with more than one device that is capable of running the HCS Client Software, provided each such device is associated with only one User at any given time.
 - (c) Buyer's right to use the HCS Client Software shall terminate when Buyer's right to use the Service terminates or expires. Upon such termination or expiration, Buyer shall:
 - (i) terminate use of the HCS Client Software unless Buyer obtains a valid license from the Third Party Provider; and
 - (ii) delete, return or destroy any copies of HCS Client Software.
 - (d) HCS Client Software shall not be:
 - (i) resold;
 - (ii) assigned or transferred to any affiliate;

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- (iii) used on a stand-alone basis;
- (iv) used by Buyer for any purpose other than for its internal business purpose or to access the Service; or
- (v) used by any third party other than Vodafone to provide the Service.

2.7 Hunt Group Call Queuing Conditions on the Buyer: Buyer acknowledges the following design limitations apply:

- (a) A single Unified CM Cluster supports a maximum of 15,000 hunt list devices.
- (b) A single Unified CM Subscriber supports a maximum of 100 hunt pilots with call queuing enabled per node.
- (c) Hunt list devices may be a combination of 1500 hunt lists with ten IP phones in each hunt list, 750 hunt lists with twenty IP phones in each hunt list, or similar combinations.

2.8 Cisco Collaboration Flex Service Conditions on the Buyer:

- (a) Unless agreed otherwise by Vodafone, the Buyer must have, and maintain throughout the Initial Period, the minimum requirements as set out below:
 - (i) **Network**
 - Buyer must ensure Users and Equipment (e.g. physical devices, PC, laptop, mobile or tablet based soft clients) have access to the internet and that its network capabilities conform to the WebEx Teams network requirements as set out on Cisco's online collaboration help site.
 - (ii) **Smart Account**
 - Buyer must create a Cisco Smart Account, which provides an online repository for compatible Cisco products and enables Buyer to manage Cisco licenses and subscriptions.
 - (iii) **Hardware**
 - Buyer must ensure that any device running the WebEx Teams Service conforms to the minimum hardware specification for each application as set out at Cisco Spark website as updated from time to time.
 - (iv) **Equipment**
 - Buyer must ensure that they have the required compatible equipment as set out at Cisco's website as updated from time to time.

Public Voice Service.

- (b) The Buyer acknowledges that the Service does not include the provision of the Public Voice Service. Buyer acknowledges that the regulatory obligations associated with the Public Voice Service are the responsibility of the provider of the Public Voice Service (the "Public Voice Service Provider"). Public Voice Service will be sold under separate terms and conditions between Buyer and the Public Voice Service Provider.
- (c) Where the Buyer, or Vodafone upon instruction from the Buyer, connects the Service to the Buyer's Public Voice Service, the Buyer warrants that neither it nor its Users shall use the Service in a manner that would prevent the Public Voice Service Provider from complying with its regulatory obligations. Buyer agrees to cooperate with Vodafone and/or the Public Voice Service Provider to the extent required to comply with Applicable Law.
- (d) **Emergency Calls.** If Buyer does not purchase Public Voice Service from Vodafone, Buyer is responsible for ensuring that its Public Voice Service Provider can support network Calling Line Identity ("CLI") and emergency call services in accordance with Applicable Law. Vodafone may request evidence of this from Buyer before connecting the Service to a third party Public Voice Service.
- (e) **WebEx Meetings.** The Cisco WebEx Meetings includes a set of PSTN access numbers that can be used to join conferences. Buyer accepts that neither Buyer, nor its Users, owns the number(s) provided by the Service; therefore, Buyer has no right to sell or to agree to transfer the number(s) made available for use with the Service.
- (f) **WebEx Meetings – Restrictions.** The Buyer agrees not to use, or to permit the use of, the Cisco WebEx Meetings service PSTN access numbers in the following countries: China, Pakistan, and Saudi Arabia.
- (g) Buyer agrees to accept the Cisco Universal Cloud Agreement: https://www.cisco.com/c/dam/en_us/about/doing_business/legal/docs/universal-cloud-agreement.pdf which incorporates:

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- (i) a Cisco End User License Agreement: <https://www.cisco.com/c/en/us/about/legal/cloud-and-software/end-user-license-agreement.html>; and
- (ii) the Collaboration Flex Offer Description: https://www.cisco.com/c/dam/en-us/about/doing_business/legal/OfferDescriptions/cisco_collaboration_flex_plan_061218.pdf

2.9 VONE-C Voice Recording Conditions on the Buyer

- (a) Buyer accepts:
 - (i) the Voice Recording Service cannot be used to record internal calls between Recorded VONE-C Users;
 - (ii) the Voice Recording Service will only be provided to VONE-C Users who have been registered to receive the Voice Recording Service and become Recorded VONE-C Users.
 - (iii) they are responsible for making all Recorded VONE-C Users and Participants aware that the Voice Recording Service will record all mobile and fixed line calls to and from Registered Numbers.
 - (iv) Buyer is solely responsible for compliance with all Applicable Laws in relation to the recording of communications.
 - (v) that the Buyer updates its internal employee policy and internal privacy policy and its Buyer facing terms as necessary for compliance.
 - (vi) they have or will procure any consent required from Recorded VONE-C Users and Participants regarding the use of the Voice Recording Service including the collection, storage and processing of any data or information carried out in connection with the Voice Recording Service prior to requesting Vodafone to make the Voice Recording Service available to such Users.
 - (vii) they may increase the number of Registered Numbers receiving the Voice Recording Service by placing an Order with Vodafone.
 - (viii) they may de-register a Registered Number on no less than 30 days' prior written notice to Vodafone ("De-registration Notice Period"). Such de-registration shall take effect on the date of the first invoice issued by Vodafone following the end of the relevant De-registration Notice Period.
- (b) In order to register a Recorded VONE-C User to receive the Voice Recording Service, Buyer shall provide Vodafone with the Recorded VONE-C User's name, email, address and state the type of device which requires the Voice Recording Service (e.g. mobile / fixed / FMC or SIP Client). Buyer must also confirm the associated telephone number in any additional optional feature (such as Voice Recording Speech Analytics) when Buyer places an Order with Vodafone.

2.10 OEM Equipment Conditions on the Buyer

- (a) Where Buyer purchases OEM Equipment from Vodafone and the Buyer acknowledges.
 - (i) Once title to the OEM Equipment is transferred to Buyer, Buyer may resell, distribute, provide or sub-license the Equipment to any third party as long as Buyer complies with its obligations for Buyer Equipment under the Service Agreement and the OEM licence terms.
 - (ii) If Buyer wishes to return OEM Equipment after delivery it must follow the OEM's return process and pay return shipping charges. Vodafone does not accept any Equipment returns.
 - (iii) Vodafone does not assign any of its rights or appoint Buyer to act on Vodafone's behalf. If the OEM Equipment fails to meet OEM specifications for reasons unconnected with Buyer's or any User's acts, omissions or misuse (including failure to follow the OEM's guidelines) within the OEM Equipment warranty period, Buyer may notify the OEM. As stated in the relevant OEM's warranty, the OEM may either repair or replace the faulty OEM Equipment at its discretion. This clause states Buyer's sole remedy for faulty OEM Equipment.
 - (iv) Vodafone does not own the Intellectual Property Rights ("IPR") in the OEM Equipment. Vodafone grants no license to use any IPR in the OEM Equipment, nor will Vodafone defend or indemnify Buyer for any infringement claims connected to the OEM Equipment. Vodafone and the OEM's aggregate liability under or in connection with a claim for OEM Equipment (whether in contract, tort (including negligence), breach of statutory duty, indemnity or otherwise) will not exceed the amount of the Charges paid or payable in respect of the OEM Equipment that is the subject of the liability. This liability cap does not apply to non-payment of Charges.



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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 Order Form has been received by Vodafone:
- 3.2 Buyer will be required to ensure it, its' employees, contractors and agents engage with Vodafone in a reasonable and professional manner in order to ensure the success of the Implementation, and enabling the VONE-C Service to transition into production without unnecessary or unreasonable delay.
- 3.3 Mobilisation
 - (a) High Level Solution Design (BSD)
 - (b) Create billing account and Buyer rate cards from the contract
 - (c) Process Order forms for locations and devices
 - (d) Mobilise solution implementation and project management team
- 3.4 Delivery (Professional Services)
 - (a) Affirm project delivery plan, stages and timelines
 - (b) Complete the low-level design, build
 - (c) Complete system and User acceptance testing as per the agreed plan
 - (d) Transition services into live operations
 - (e) Complete training as required / requested
- 3.5 Management
 - (a) Support services in life for incidents and changes
 - (b) Service Management
 - (c) Billing service

4. Exit Management Plan

- 4.1 Whether the Buyer would like to cease or move their services to a new provider entirely (either during the Contract term by way of early termination or at the expiry of the Contract term (including any extension period) where the Buyer does not wish to enter into a new contract with Vodafone for the supply of the Services), Vodafone's Exit Management activities shall include:
 - (a) The Buyer will notify Vodafone of its plan to cease or migrate away from any service by giving Vodafone the minimum notice period as set out in the within the Order Form.
 - (b) Vodafone will extract a contract end date report which will detail the current account set up and any applicable termination fees, as set out in Special Term 6 of the Core Terms, 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.

5. Service Level Agreement

- 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

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- (b) In addition to the Service Level Agreement in Service Maintenance Level 1 as set out in Schedule 14 of the Call-Off Terms (or such other service level as is agreed between Vodafone and the Buyer) 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:

- Response and Acknowledgement

Service Level	Contact Method	SLT
Vodafone Initial Response	Email	Near Instant

- (ii) Incident Management Support Services:

- Incident Management Response and Acknowledgement:

Service Level	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

- Incident Management Diagnosis:

Service Level	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:

- Billing Queries:

Service Level	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
Vodafone will provide the means to raise billing queries and provide an Initial Response via telephone	Telephone	90% <20 seconds
Vodafone will ensure that all billing queries received via telephone are Acknowledged.	Telephone	Near Instant

- (iv) Operational Change Management Support Services

- 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.

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- Notification of Planned and Essential Operational Changes:

Outage type	Notification Method	Notice Period
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

- 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-served by the Buyer and those that will be serviced by Vodafone, broken down by Service.
- 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 the Agreement.
- 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 13 of the Call-Off Contract shall not apply.
- 6.5 Call-Off Schedule 15 of the Call-Off Contract shall not apply.
- 6.6 Call-Off Schedule 16 of the Call-Off Contract shall not apply.
- 6.7 Call-Off Schedule 17 of the Call-Off Contract shall not apply.
- 6.8 Call-Off Schedule 18 of the Call-Off Contract shall not apply.
- 6.9 Joint Schedule 9 of the Call-Off Contract shall not apply.
- 6.10 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 Vodafone'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 Vodafone's Security Management Plan published on Vodafone's Public Sector Portal. By entering into a Call-Off Contract the Buyer acknowledges and agrees:
 - (i) Vodafone 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

8.1.1 Vodafone's One Net Enterprise Cloud Service ("VONE-C Service") is an integrated mobile and fixed line switched telephony service. The VONE-C service is a cloud based Unified Communications service. Telephony, messaging services and collaboration tools are provided from the core Vodafone network.

8.1.2 At the core of the VONE-C Services is the VONE-C Platform. The platform is configured for redundancy and fail-over with each instance deployed within a geographically separate data centre located on Vodafone's secure and robust wide area network backbone.

8.1.3 The VONE-C service includes:

- Fully Hosted and Managed Cisco IP-PBX capability provided as a cloud service removing the requirement for capital investment and the attendant environmental and utility substructure (space, power, heat, security, connectivity).
- Mobile Integration at mobile voice network level – Vodafone provides the integration framework between the VONE-C Platform and its mobile network, making the VONE-C Service mobile device agnostic with no requirement for a mobile client or application for voice access.
- Central PSTN integration point for incoming and outgoing calls.
- Fixed and mobile convergence – Dial Plan, Single number reach, single CLI delivery, call move, simultaneous ringing, single voicemail, desktop integration.
- Evolving, sophisticated management tools for administration and reporting including centralised service management spend analysis, inventory management and self-care / self-service tools.

Voice Service overview:



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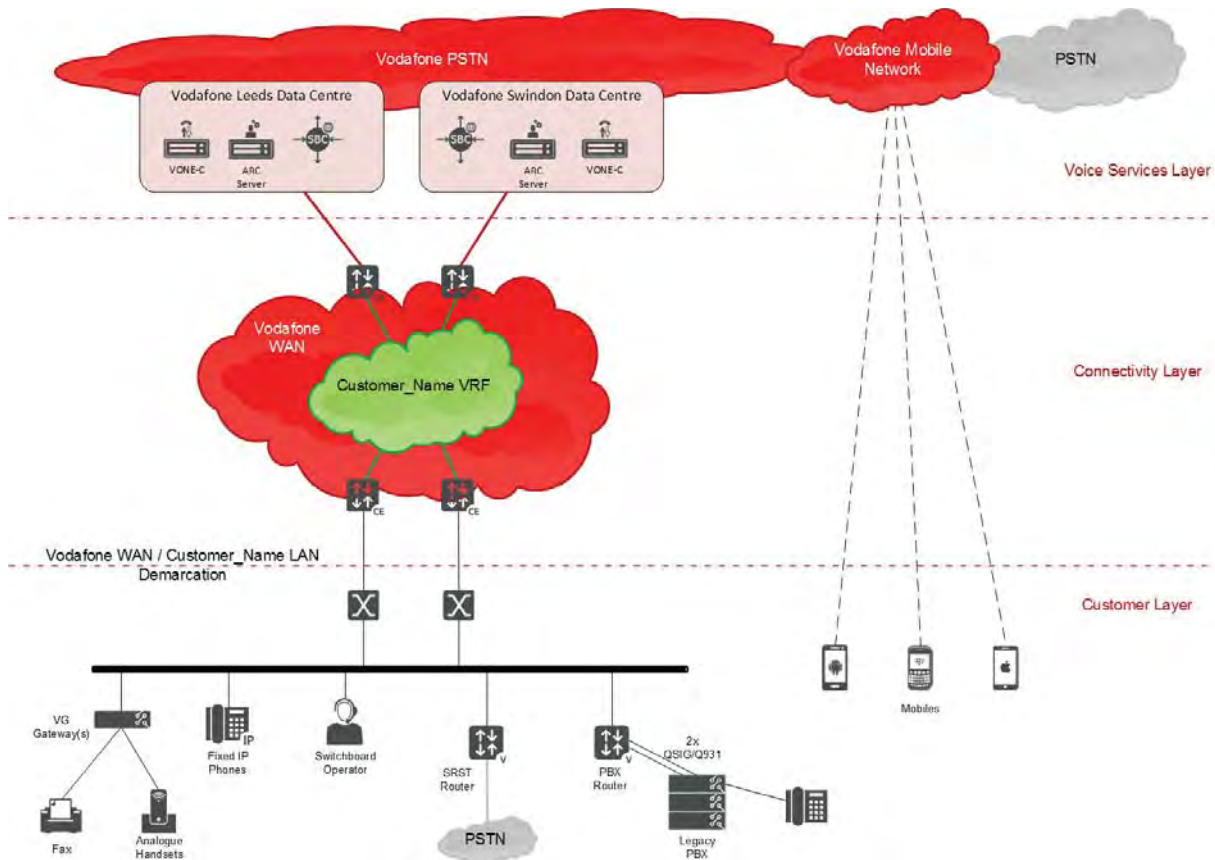
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The Network Diagram for a typical VONE-C solution is shown below:



8.1.4 Technical Service Features

- Hosted between two data centres
- Delivers 99.998% core availability
- Eliminates the need for any on site PBX equipment
- Delivers all in bound and out bound voice services via centralised PSTN connections
- Enables users to take and receive calls from a Unified Client on the following devices:
 - Laptops
 - Desktop Computers
 - Smartphones
- Enables the reduction of fixed handsets through the deployment of a Unified Client with the use of headsets
- Works across the Buyer's existing LAN/WAN infrastructure following an agreed design and once upgrades to bandwidth and QoS have been made to accommodate the Unified Communications service
- Collaboration Edge – VONE-C's recommended solution for remote access allows users to connect to the service from a public network without the need for a VPN client. This powerful capability also enables Instant Messaging and Presence (IM&P) federation with other organisations and domains. Compatible clients include Jabber for Windows, Mac, iPhone, iPad and Android plus Telepresence Conference software enabled clients. Collaboration EDGE can also be used for business to business voice/video calls.

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- For Jabber Desktop/Mobile: Allows end users to log into their Jabber Desktop or laptop clients without the need to connect to their Corporate VPN.
- IP Phones: Allows end users to log into IP phones enabled with Cisco AnyConnect functionality, provided such clients and IP Phones are supported as part of the VONE-C product for use with this method.
- Contact centre services
- Enables the following voice features:
 - PSTN calling (incoming/outgoing calls)
 - Provides extension mobility that means that a User can login to any phone/UC client and their voice profile and number will be delivered to that device
 - Single number reach; a User can have a single number that when called, the call will be delivered to any device that they are using including mobile, with no additional call charge
 - Single number presentation; A users displayed number, when they make an external call is configurable to be their "single number", i.e. DDI or Mobile
 - Single voicemail for Unified Clients, Fixed IP phones and mobiles
 - Voicemails retrievable from Unified Clients, Fixed IP Phones and mobiles
 - Call hold/retrieve
 - Ad-hoc PSTN dial-out for meetings
 - Advanced call controls (transfer, forward, simultaneous ring)
 - Supports emergency services (999)
 - Dial plans
 - Call Admissions Control (CAC)
 - Support included for Analogue devices (e.g. FAX) through Analogue Telephone Adaptors.
 - CDR & billing reporting
 - Integration with call centres to enable calls to be made between the Unified Communications platform and contact centres, with no call charges.
 - Conduct two-party or multiparty calls with external users, limited to a maximum of 6 participants.
 - Transferring calls
 - Call park/ on hold
- Contacts and Contact Groups
 - Viewable Contacts list
 - Modifiable Contacts list
 - Enables search of the corporate address book
 - Enables search of Microsoft Outlook contacts
- Enables the Unified Client that provides
 - Common UC Client across PC's, laptops and tablets
 - Instant Messaging
 - Instant Messaging to and from Vodafone-provided mobile devices
 - Telephony Presence - including mobile presence
 - Calendar Presence
 - Common Address Book from all UC Clients and Fixed IP Phones
- Provides each User with a single identity and call profile that enables them to:
 - Make and receive voice calls, through the use of a headset attached to their PC, laptop, or from a fixed IP Phone.
 - See the presence of all of the Buyer's users that includes their calendar status and whether they are on a call, regardless of whether the User is using their UC client, Fixed IP phone, smartphone or voice mobile.
 - Initiate screen sharing across users
 - Install a Unified Client onto mobile devices if required
 - Offer accessibility devices and service for disability impaired users, such as hard of hearing or visually impaired
 - Provide inbound and outbound telephony connectivity

Licenses

- Can include all software licences associated with delivering the Unified Communications service
- Ensures that all licences are kept up to date within a fixed monthly charge



RM3808 Network Services 2

Lot 10 – Unified Communications

Vodafone One Net Enterprise – Cisco (VONE-C)

Public Sector

ITSM

- Provides a detailed service manual documenting service operations.
 - The service manual is customizable to reflect the specific needs of an organisation;
 - Includes as a minimum;
 - Service desk process definition
 - Incident management
 - Event management
 - Change management
 - Inventory management
 - Service catalogue management
 - Service request fulfilment
 - Release management
 - Capacity management
 - Security management
- Provides a UK based incident management desk manned 24/7, 365 days per year
- Provides a dedicated Service management individual for the Buyer's Service
- Proactively monitors and provides alerts from the platform
 - 24x7 event listening services for service performance management
 - Establishment of technical observation points (TOPs) for additional information capture on technical performance.
- All maintenance activity carried out in accordance with defined Operational Change Control processes, including:
 - Proactive system reboots and re-builds
 - Logfile and data archiving
 - Regular and periodic system and service health checks
 - Code/software refreshes, patch updates, and configuration updates
 - Problem management-initiated updates and reconfigurations
 - Service optimisation activity
 - Audits and compliance testing.
- Provides release and deployment management;
 - Equipment building, configuring and deployment
 - Validation and testing.
- Provides Triage information and procedures
- Provides Incident Resolution activity
 - Equipment replacement/repair
 - System restoration (reloads/rebuilds/restarts)
 - Reconfiguration and workarounds
 - Management of issues where ownership is unclear
 - Technical change assessment
 - Establishment of technical risk
 - Production of deployment and fallback plans.
- Provides event management including:
 - Monitoring of technical infrastructure and service delivery components in accordance with service performance management targets.
 - Proactive alert management, including threshold alerting.
 - Proactive call management and performance services for Service and order desks.
- Provides problem management including:
 - problem detection, capture, categorisation, investigation, diagnosis and resolution.

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Lot 10 – Unified Communications

Vodafone One Net Enterprise – Cisco (VONE-C)

Public Sector



- Providing a known error database and workarounds
- Provides an Availability plan that holds the following information:
 - Availability model and calculations for each service component.
 - Current Service Failure analysis.
 - Current Service projected outage mode.
 - Availability risks register and mitigations, including risk reviews.
 - Availability breach actions, waivers, acknowledgement and mitigations.
 - Availability improvement and developments.
- Provides capacity and utilisation management that holds the following information:
 - Capacity and performance model showing limits and capacity thresholds for each Service component.
 - Current consumption, utilisation trends, resource unit usage and peak usage.
 - Capacity and performance risks register, and mitigations and accepted service capacity risk profile.
 - Capacity and performance breach actions, waivers, acknowledgement and mitigations.
 - Capacity and performance improvement and developments.
- Provides Service knowledge management information including:
 - Service reports
 - Design documents
 - User profile and demand characteristics
 - Service desk scripting
 - Known error information (from problem management)
 - Self-help and FAQs
 - Performance reports.
- Provides contract governance, the governance roles will include:
 - Dedicated Service Management to govern internal Vodafone compliance.
- On request, provide solution compatible peripherals.

8.2 VONE-C licence options

To take the Vodafone service Buyer must select from the following Existing perpetual licence types:

Vodafone VONE-C Perpetual licence - Basic, Standard or Enhanced

Capability	Basic	Standard	Enhanced
Relevant Flex Plan licence mapping		Common Area	Named User
Max Number of End-points Note *	1	1	Up to 10
Supported Endpoints	3905 IP Phone 6901 IP Phone 7821 IP Phone One Analogue Gateway port	Any Vodafone approved Cisco IP Phone Jabber Desktop Client CUCI-Lync Desktop Client Jabber Mobile Client Mobile Phone (only available as a VONE-C device in FMC proposition – section 12)	Any Vodafone approved Cisco IP Phone Jabber Desktop Client CUCI-Lync Desktop Client Jabber Mobile Client Mobile Phone (only available as VONE-C device in FMC proposition – section 12)

RM3808 Network Services 2

Lot 10 – Unified Communications

Vodafone One Net Enterprise – Cisco (VONE-C)

Public Sector



Supported Endpoints if EM/EMCC enabled	Only 1 device from below list: 3905 IP Phone 6901 IP Phone 7821 IP Phone One Analogue Gateway port	Only one IP Phone profile enabled from the VF supported range (including EM/EMCC enabled)	Any combination of the above, up to 10 (including EM/EMCC enabled)
Voice Features (updated)	IP Phones – see section 2.1.1.1		
	Analogue Gateway Ports – see section 2.3.5		
	Soft Clients – see sections 2.1.1.1 and 3.2		
	Mobile Phones – see section 12		
Video Calling	Not supported	Point-point on-net calling	Point-point on-net calling
Messaging Features (Voicemail, Instant Messaging)	Voicemail (additional option)	Instant Messaging & Presence (IM&P)	Voicemail included
		Voicemail (additional option)	Instant Messaging & Presence (IM&P)

- 8.3 Cisco Collaboration A-Flex Active User Cloud Meetings with Intrado CCA licence – Provides a full suite of Audio and WebEx conferencing and collaboration services for a fixed monthly cost

RM3808 Network Services 2

Lot 10 – Unified Communications

Vodafone One Net Enterprise – Cisco (VONE-C)

Public Sector



8.4 Connectivity Prerequisites for WAN and LAN

WAN

A suitable WAN must be established between the Vodafone data centres and Buyer Sites which is capable of carrying all required SIP signalling and voice/video traffic. The following requirements apply:

WAN Parameter	Requirement
Bandwidth	<p>The bandwidth for voice / video should be based on realistic values and sufficient overhead for RTP/UDP/Ethernet headers. Guidelines per channel are:</p> <p>G.711 Voice Calls: 96 kbps</p> <p>H.261, H.263, H.263+ or H.264 Video Calls: 384 kbps – 1.5 Mbps</p>
Logical Layer	<p>IEEE 802.1p standards for traffic prioritization.</p> <p>802.1q trunking standards for virtual LANs ("VLANs")</p> <p>Multiple VLANs per access port – where Customer also uses the same connection for inter-site data traffic, separate VLANs to logically segregate IP voice/video from other data traffic should be provided</p> <p>Support for multiple Classes of Service</p> <p>Quality of service ("QoS")-enabled throughout, with all voice traffic marked as class 'EF' (DSCP value 46), and SIP signalling traffic marked as class 'AF31' (DSCP value 26). Video traffic be marked AF41 (DSCP value 34).</p>
Network Performance	<p>Packet delay of < 200ms round trip</p> <p>Packet jitter of < 10ms</p> <p>Average recommended to provide MOS >3.8, <30ms average supported but Vodafone can't guarantee MOS.</p>

LAN

The local LAN at each Buyer Site links all of the User devices, clients and any Customer Equipment with the CE router, via Ethernet.

The following requirements apply: Parameter		Requirements
Cabling		Cat5 or 5e Minimum
Capacity		100 Mbps Minimum.
Power		802.11af power over Ethernet – switch to have sufficient capacity for all devices – or local power block for each device.
Logical Layer		EE 802.1p standards for traffic prioritization. 802.1q trunking standards for VLANs Multiple VLANs per access port Ability to separate voice and other traffic by means of a VLAN
DNS		The local LAN must have primary and secondary DNS addresses configured for auto-provisioning.
DHCP		DHCP server accessible over the LAN to assign IP addresses to the User devices.
Wireless LAN		The use of Wireless LAN for real-time UC service support necessitates a full design and architecture covering security, access point density, capacity management, QoS, etc. Vodafone can provide consultancy in this respect in some countries.

8.5 Introduction to Pricing/Charging Model

- All charges are based on either per unit for hardware or per User for subscriptions.
- Requirements may have an upfront/non-recurring charge as well as a monthly recurring charge.
- Monthly recurring charges may vary depending on the level of service.
- If you have any questions, please contact your Vodafone representative.

Ref#	Price Response Requirement	Breakdowns
	Regular Monthly Cost	For Basic, Standard or Enhanced Voice - including PSTN breakout, voice mail includes licensing, UC Application and hosting
		Instant messaging via Cisco Jabber
		Collaboration Edge Monthly Cost
		2 x L4 Collaboration Edge platform service charge
		Cisco Collaboration A-Flex Active User Cloud Meetings with Intrado CCA licence

Ref#	Price Response Requirement	Breakdowns
		Operator Assisted Conferences
		Voice mail
		Any costs associated with the supplier-stated service availability

Ref#	Price Response Requirement	Breakdowns	Units
	Call Tariffs and Other Costs	Calls to Vodafone Buyer group Mobiles	Per minute
		Calls to between Defra VONE-C Geographic numbers	Per minute
		Calls to Non-Vodafone Buyer Mobiles	Per minute
		Calls to 0845 number	Per minute
		Geographic 01, 02 numbers	Per minute
		Calls to 0843/4 numbers	Per minute
		Calls to Freephone 0800 numbers	Per minute
		Calls to premium rate numbers beginning 090	Per minute

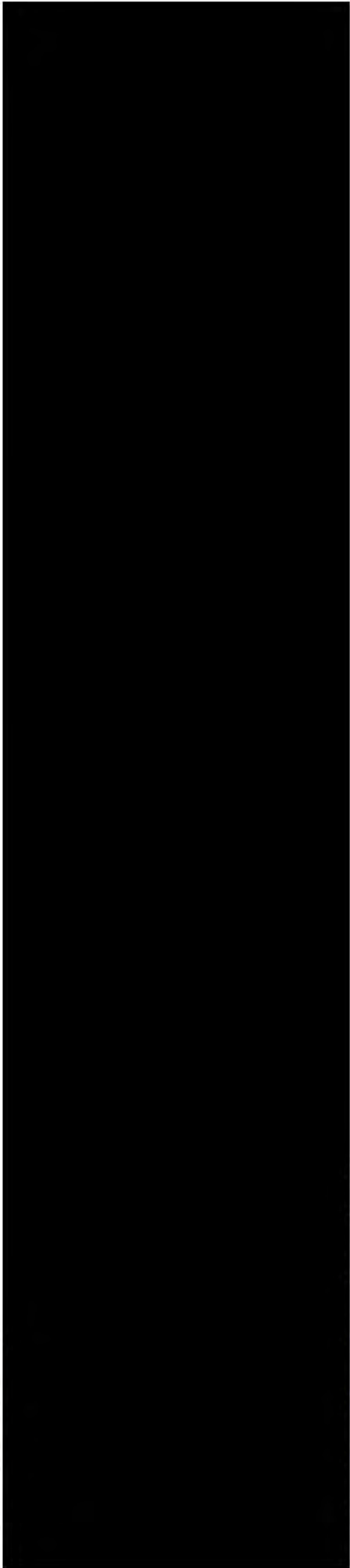
Ref#	Price Response Requirement	Breakdowns	Units
		Calls to 030, 0345 numbers ('Not for Profit' orgs/public bodies etc)	Per minute
These call rates apply to PSTN (outside of devices registered on the VONE-Q			

The full tariff is presented in Annex 1.

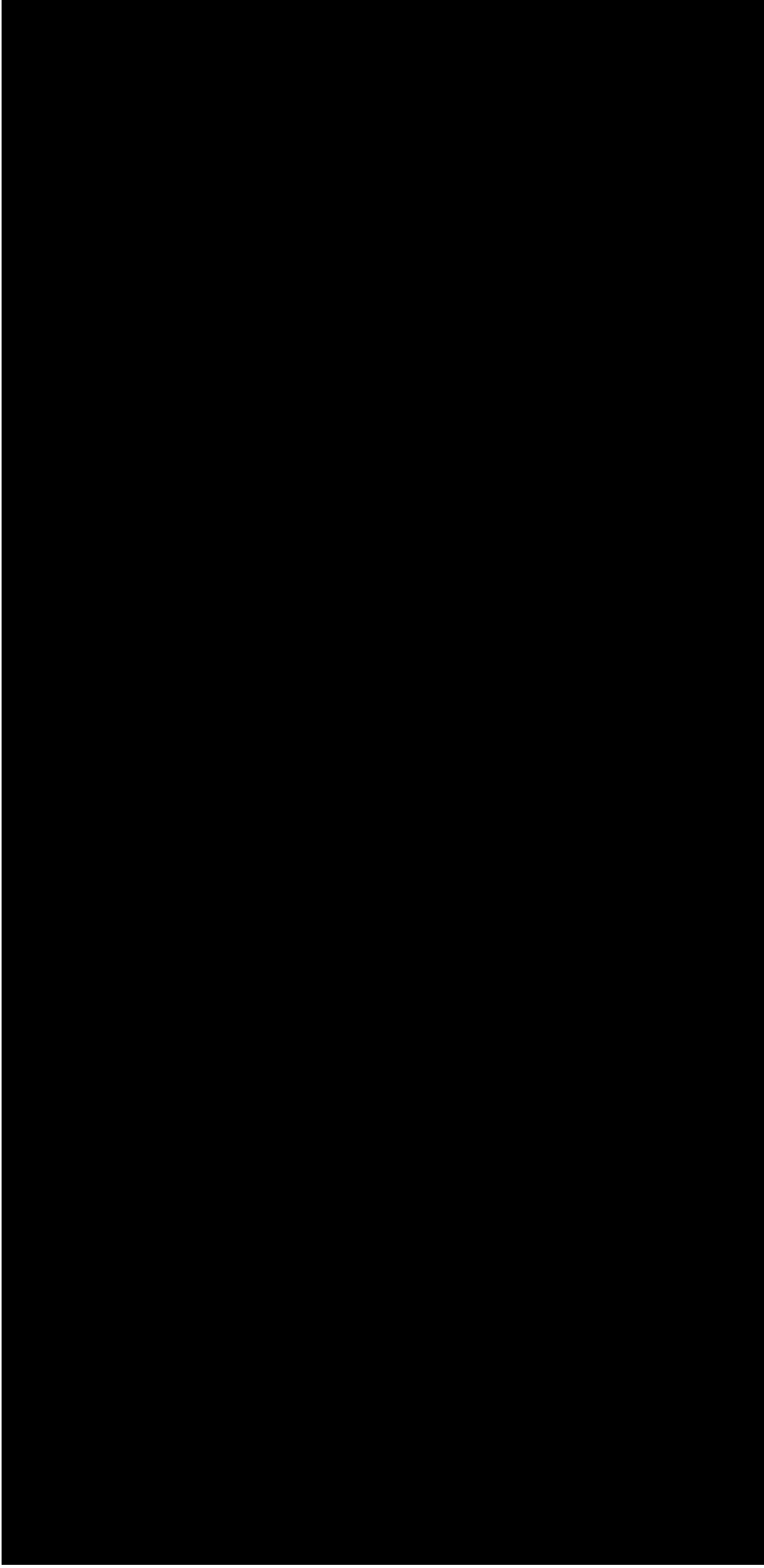
8.6 Usage Tariff

8.6.1 The mobility tariff required to enable the voice calls of the solution is available by selecting a Vodafone Public Sector price plan from the National Services Framework 2 (NSF2) RM3808 Lot 6.

8.7 Licence flexibility



8.8 Cisco Software Support Service ('SWSS')



8.9 WebEx Buyer Premise Equipment

Cisco WebEx Buyer premise equipment

- For hardware requirements pick from the subsequent "22.3" options laid out below.
- If procuring a "WebEx" end-point device a "Cloud Device Registration License" is required "22.1." This provides the ability to register Cisco video devices purchased to the Cisco Webex cloud, mitigating the need for on-premises infrastructure.

22	Cisco Webex Accessories	
	22.1	Cloud Device Registration License
	22.3	Cisco Ceiling Microphone Gen 2 standalone kit
	22.3	Cisco Room Kit Pro (GPL)
	22.3	Cisco SX80 Codec Precision 60 Camera and Touch 10 (GPL)
	22.3	Cisco SX80 Codec Quad Camera and Touch 10 (GPL)
	22.3	Cisco SX80 Speaker Track 60 (GPL)
	22.3	Cisco Table 20 Microphone
	22.3	Cisco WebEx Board 55S with Floor Stand Kit (GPL)
	22.3	Cisco Webex Board 55S with Wall Mount Kit (GPL)
	22.3	Cisco Webex Board 55S with Wall Stand Kit (GPL)
	22.3	Cisco Webex Board 70S with Floor Stand Kit (GPL)
	22.3	Cisco Webex Board 70S with Wall Mount Kit (GPL)
	22.3	Cisco Webex Board 70S with Wall Stand Kit (GPL)
	22.3	Cisco Webex Board 85S with Floor Stand Kit (GPL)
	22.3	Cisco Webex Board 85S with Wall Mount Kit (GPL)
	22.3	Cisco Webex Board 85S with Wall Stand Kit (GPL)
	22.3	Cisco Webex Codec Pro - Stand Alone Codec Pro (GPL)
	22.3	Cisco Webex DX80 (GPL)
	22.3	Cisco Webex Room 55 Dual with Floor Stand Kit (GPL)
	22.3	Cisco Webex Room 55 Dual with Wall Mount Kit (GPL)
	22.3	Cisco Webex Room 55 with Floor Stand Kit (GPL)
	22.3	Cisco Webex Room 55 with Wall Mount Kit (GPL)
	22.3	Cisco Webex Room 55 with Wheel Base Kit (GPL)
	22.3	Cisco Webex Room 70 Dual G2 with Floor Stand Kit (GPL)
	22.3	Cisco Webex Room 70 Dual G2 with Wall Mount Kit (GPL)
	22.3	Cisco Webex Room 70 Dual with Floor Stand Kit (GPL)
	22.3	Cisco Webex Room 70 Dual with Wall Mount Kit (GPL)
	22.3	Cisco Webex Room 70 Single G2 with Floor Stand Kit (GPL)
	22.3	Cisco Webex Room 70 Single G2 with Wall Mount Kit (GPL)
	22.3	Cisco Webex Room 70 Single with Floor Stand Kit (GPL)
	22.3	Cisco Webex Room 70 Single with Wall Mount Kit (GPL)
	22.3	Cisco Webex Room Kit (GPL)
	22.3	Cisco Webex Room Kit Mini (GPL)

22	Cisco Webex Accessories	
	22.3	Cisco Webex Room Kit P60 (GPL)
	22.3	Cisco Webex Room Kit Plus (GPL)
	22.3	Cisco Webex Room Kit Pro with Precision 60 (GPL)
	22.3	Cisco Webex SX10 (GPL)
	22.3	Cisco Webex SX80 (GPL)
	22.3	Extension cable for the Performance microphone

8.10 Technology, Equipment and Solutions

Network Buyer Premise Equipment

Network Buyer Premises Equipment (BPE) is equipment that is located on the Buyer's premises (physical location) rather than on the provider's premises or in between.

- For your site/s' local breakout, pick either "5" for Survivable Remote Site Telephony (SRTS), "6" for Session Internet Protocol (SIP) or "7" for Integrated Services Digital Network (ISDN).
- With your choice, then pick your required CPE from the subsequent options "5.1", "6.1" or "7.1."
- For your site/s' Gateway Type, pick from either "8" for Analogue or "9" for PBX.
- With your choice, then pick your required CPE from the subsequent options "8.1" or "9.1."
- The hardware non-recurring charge is the upfront fee.
- If you have any break-fix requirements, pick from the 3yr, 4yr or 5yr term - depending on the length of the contract you require.

Local Breakout		
5	SRST for Local Breakout	
	5.1	Cisco 4321 (1 x E1 25 x SRST)
	5.1	Cisco 4321 (1 x E1 50 x SRST)
	5.1	Cisco 4331 (1 x E1 100 x SRST)
	5.1	Cisco 4331 (1 x E1 75 x SRST)
	5.1	Cisco 4351 (2 x E1 150 x SRST)
	5.1	Cisco 4351 (2 x E1 200 x SRST)
	5.1	Cisco 4351 (2 x E1 250 x SRST)
	5.1	Cisco 4351 (2 x E1 300 x SRST)
	5.1	Cisco 4351 (2 x E1 350 x SRST)
	5.1	Cisco 4351 (3 x E1 400 x SRST)
	5.1	Cisco 4351 (3 x E1 450 x SRST)
	5.1	Cisco 4351 (4 x E1 500 x SRST)
5	SRST for Local Breakout	
	5.1	Cisco 4351 (4 x E1 600 x SRST)
	5.1	Cisco 4351 (5 x E1 700 x SRST)
	5.1	Cisco 4431 (1000 x SRST)
	5.1	Cisco 4431 (5 x E1 800 x SRST)
	5.1	Cisco 4431 (6 x E1 1000 x SRST)
	5.1	Cisco 4431 (6 x E1 1100 x SRST)

5.1	Cisco 4431 (6 x E1 900 x SRST)
5.1	Cisco 4431 (7 x E1 1200 x SRST)
5.1	Cisco 4451 (10 x E1 1700 x SRST)
5.1	Cisco 4451 (10 x E1 2000 x SRST)
5.1	Cisco 4451 (8 x E1 1300 x SRST)
5.1	Cisco 4451 (9 x E1 1400 x SRST)
5.1	Cisco 4451 (9 x E1 1500 x SRST)
6	SIP for Local Breakout
6.1	Cisco 4321 (10 x CUBE)
6.1	Cisco 4321 (15 X CUBE)
6.1	Cisco 4331 (20 x CUBE)
6.1	Cisco 4331 (25 x CUBE)
6.1	Cisco 4351 (35 x CUBE)
6.1	Cisco 4351 (45 x CUBE)
6.1	Cisco 4351 (55 x CUBE)
6.1	Cisco 4351 (65 x CUBE)
6.1	Cisco 4351 (70 x CUBE)
6.1	Cisco 4351 (75 x CUBE)
6.1	Cisco 4351 (80 x CUBE)
6.1	Cisco 4351 (95 x CUBE)
6.1	Cisco 4351 (115 x CUBE)
6.1	Cisco 4351 (130 x CUBE)
6.1	Cisco 4431 (150 x CUBE)
6.1	Cisco 4431 (165 x CUBE)
6.1	Cisco 4431 (180 x CUBE)
6.1	Cisco 4431 (200 x CUBE)
6.1	Cisco 4431 (210 x CUBE)
6.1	Cisco 4451 (230 x CUBE)
6.1	Cisco 4451 (250 x CUBE)
6.1	Cisco 4451 265 x CUBE)
6.1	Cisco 4451 (295 x CUBE)
6.1	Cisco 4451 (305 x CUBE)
7	ISDN for Local Breakout
7.1	Cisco 4321 (1 x E1)- ISDN
7.1	Cisco 4321 (2 x E1)- ISDN
7.1	Cisco 4321 (3 x E1)- ISDN
7.1	Cisco 4321 (4 x E1)- ISDN
7.1	Cisco 4331 (5 x E1)- ISDN
7.1	Cisco 4331 (6 x E1)- ISDN
7.1	Cisco 4331 (7 x E1)- ISDN
7.1	Cisco 4351 (8 x E1)- ISDN
7.1	Cisco 4451 (9 x E1)- ISDN
7.1	Cisco 4451 (10 x E1)- ISDN

	7.1	Cisco 4451 (16 x E1)
Gateway Type		
8	Analogue	
	8.1	Cisco ATA 191
	8.1	VG202XM (2 x FXS)
	8.1	VG204XM (4 x FXS)
	8.1	VG310 (24 x FXS)
	8.1	VG320 (48 x FXS)
	8.1	VG350 (144 x FXS)
	8.1	VG350 (72 x FXS)
9	PBX	
	9.1	Cisco 4321 (1 x E1)- PBX
	9.1	Cisco 4321 (10 x CUBE)
	9.1	Cisco 4321 (15 X CUBE)
	9.1	Cisco 4321 (2 x E1)- PBX
	9.1	Cisco 4321 (3 x E1)- PBX
	9.1	Cisco 4321 (4 x E1)- PBX
	9.1	Cisco 4331 (20 x CUBE)
	9.1	Cisco 4331 (25 x CUBE)
	9.1	Cisco 4351 (115 x CUBE)
	9.1	Cisco 4351 (130 x CUBE)
	9.1	Cisco 4351 (35 x CUBE)
	9.1	Cisco 4351 (45 x CUBE)
	9.1	Cisco 4351 (55 x CUBE)
	9.1	Cisco 4351 (65 x CUBE)
	9.1	Cisco 4351 (70 x CUBE)
	9.1	Cisco 4351 (75 x CUBE)
	9.1	Cisco 4351 (80 x CUBE)
	PBX	
	9.1	Cisco 4351 (95 x CUBE)
	9.1	Cisco 4431 (150 x CUBE)
	9.1	Cisco 4431 (165 x CUBE)
	9.1	Cisco 4431 (180 x CUBE)
	9.1	Cisco 4431 (200 x CUBE)
	9.1	Cisco 4431 (210 x CUBE)
	9.1	Cisco 4451 (230 x CUBE)
	9.1	Cisco 4451 (250 x CUBE)
	9.1	Cisco 4451 (295 x CUBE)
	9.1	Cisco 4451 (305 x CUBE)
	9.1	Cisco 4451 265 x CUBE)

Handsets

A telephone with a component that a User holds to the ear and mouth to receive audio through the receiver and speak to the remote party via the built-in transmitter.

- For your site/s' handset requirements see "10" below and pick from the c

10	Handset Category
10.1	Cisco 3905
10.1	Cisco 3905 + power adapter
10.1	Cisco 6901
10.1	Cisco 6901 + power cord
10.1	Cisco 7811
10.1	Cisco 7811 + power cord
10.1	Cisco 7821
10.1	Cisco 7821 + power cord
10.1	Cisco 7841
10.1	Cisco 7841 + power cord
10.1	Cisco 7861
10.1	Cisco 7861 + power cord
10.1	Cisco 7965
10.1	Cisco 7965 + power cord
10.1	Cisco 7965 + power cord + 7916 Expansion Module
10.1	Cisco 7975
10.1	Cisco 7975 + power cord
10.1	Cisco 7975 + power cord + 7916 Expansion module
10.1	Cisco 8811
10.1	Cisco 8811 + power cord
10.1	Cisco 8821 + power cord
10.1	Cisco 8831
10.1	Cisco 8831 + power cord
10.1	Cisco 8831 + power cord + wireless microphone kit
10.1	Cisco 8831 + wired microphone kit
10.1	Cisco 8831 + wireless microphone kit
10.1	Cisco 8832
10.1	Cisco 8832 + power cord
10.1	Cisco 8832 + wired microphone kit
10.1	Cisco 8841
10.1	Cisco 8841 + Power cord
10.1	Cisco 8845
10.1	Cisco 8845 + power cord
10.1	Cisco 8851
10.1	Cisco 8851 + 8800 Key Expansion Module
10.1	Cisco 8851 + power cord
10.1	Cisco 8851 + power cord + 8800 key expansion module
10.1	Cisco 8861

10	Handset Category
10.1	Cisco 8861 + 8800 Key expansion module
10.1	Cisco 8861 + power cord
10.1	Cisco 8861 + power cord + 8800 key expansion module
10.1	Cisco 8865
10.1	Cisco 8865 + 8800 Key expansion module
10.1	Cisco 8865 + power cord
10.1	Cisco 8865 + power cord + 8800 key expansion module
10.1	Cisco DX80 + power cord
10.1	Generic Cable charge
10.1	Generic Freight cost
10.1	Generic Freight cost Phone
10.1	Cisco 7916 Color Expansion Module Double Stand
10.1	Cisco 7916 Color Expansion Module Single Stand
10.1	Cisco 8800 Key Expansion Module
10.1	Cisco 8831 Conference Phone Extension Microphone Kit Wired
10.1	Cisco 8831 Conference Phone Extension Microphone Kit Wireless
10.1	Cisco 8832 Conference Phone Extension Microphone Kit Wired

Headsets

A headset is a hardware device that connects to a telephone or computer that allows the User to talk and listen while keeping their hands free.

- For your site/s' headset requirements see "11" below and pick from the choice

11	Headset Category
11.1	Plantronics C3210 USB
11.1	Plantronics C3210 USB-C
11.1	Plantronics C3215 USB
11.1	Plantronics C3215 USB-C
11.1	Plantronics C3220 USB
11.1	Plantronics C3220 USB-C
11.1	Plantronics C3225 USB
11.1	Plantronics C3225 USB-C
11.1	Plantronics C5210 USB
11.1	Plantronics C5210 USB-C
11.1	Plantronics C5220 USB
11.1	Plantronics C710
11.1	Plantronics C710-M
11.1	Plantronics C720
11.1	Plantronics C720-M
11.1	Plantronics C725-UC
11.1	Plantronics CALISTO 3200

11	Headset Category	
11.1	Plantronics CALISTO 3200 USB-C	
11.1	Plantronics CALISTO 5200	
11.1	Plantronics CALISTO 5200 USB-C	
11.1	Plantronics Calisto 610	
11.1	Plantronics Calisto 620	
11.1	Plantronics DA80 USB to Plantronics Headset adaptor	
11.1	Plantronics EncorePro 510	
11.1	Plantronics EncorePro 510V	
11.1	Plantronics EncorePro 520	
11.1	Plantronics EncorePro 520V	
11.1	Plantronics EncorePro 710	
11.1	Plantronics EncorePro 720	
11.1	Plantronics HW510	
11.1	Plantronics HW510 + DA80 USB to Plantronics Headset adaptor	
11.1	Plantronics HW510 + U10 bottom up cable	
11.1	Plantronics HW520	
11.1	Plantronics HW520 + DA80 USB to Plantronics Headset adaptor	
11.1	Plantronics HW520 + U10 bottom up cable	
11.1	Plantronics HW710	
11.1	Plantronics HW710 + DA80 USB to Plantronics Headset adaptor	
11.1	Plantronics HW710 + U10 bottom up cable	
11.1	Plantronics HW720	
11.1	Plantronics HW720 + DA80 USB to Plantronics Headset adaptor	
11.1	Plantronics HW720 + U10 bottom up cable	
11.1	Plantronics Savi W710	
11.1	Plantronics Savi W710 M	
11.1	Plantronics Savi W720	
11.1	Plantronics Savi W720 M	
11.1	Plantronics Savi W730	
11.1	Plantronics Savi W730 M	
11.1	Plantronics Savi W740	
11.1	Plantronics Savi W740 M	
11.1	Plantronics Savi W745	
11.1	Plantronics Savi W745 M	
11.1	Plantronics Savi W8210	
11.1	Plantronics Savi W8220	
11.1	Plantronics Savi W8220-M	
11.1	Plantronics U10 bottom up cable	
11.1	Plantronics Voyager 5200 UC	
11.1	Plantronics VOYAGER 6200 UC Black	
11.1	Plantronics VOYAGER 6200 UC Black USB-C	
11.1	Plantronics VOYAGER 6200 UC Sand	

11	Headset Category	
11.1	Plantronics VOYAGER 6200 UC Sand USB-C	
11.1	Plantronics VOYAGER 8200 UC Black	
11.1	Plantronics VOYAGER 8200 UC Black USB-C	
11.1	Plantronics VOYAGER 8200 UC White	
11.1	Plantronics VOYAGER 8200 UC White USB-C	
11.1	Plantronics Voyager B4210 USB	
11.1	Plantronics Voyager B4210 USB-C	
11.1	Plantronics Voyager B4220 USB	
11.1	Plantronics Voyager B4220 USB-C	
11.1	Plantronics VOYAGER FOCUS UC B825	
11.1	Plantronics VOYAGER FOCUS UC B825 USB-C	
11.1	Plantronics VOYAGER FOCUS UC B825, No Charging Stand	
11.1	Plantronics VOYAGER FOCUS UC B825-M	
11.1	Plantronics VOYAGER FOCUS UC B825-M, No Charging Stand	

Add-Ons

Additional elements that can be added on to your overall solution.

- Pick from the selection of add-on options "12" to "19" below and their subsequent options.

Arc Consoles

Contains the associated elements of a professional attendant operator console interface, designed exclusively for use with the VONE-C platform.

- Start with an ARC Pro Console Starter Pack. This consists of a 1 x (bundle of Primary [Publisher] and Secondary [Subscriber] ArcServer Licenses, 1 x Arc Supervisor License) and 1 x Arc Pro Console license with Arc Keyboard.
- For additional User requirements, add additional standard or supervisor licenses.

For additional requirements, pick from the subsequent options below.

12.1	Arc Pro - Travel expenses
12.1	Arc Pro Attendant Console Training
12.1	Arc Pro Console / Helpdesk Starter Pack
12.1	Arc Pro Console Visually Impaired client
12.1	Arc Pro Go-Live Cover
12.1	Arc Pro Help Desk Console Training
12.1	Arc Pro Helpdesk Client License
12.1	Arc Pro keyboard - Additional
12.1	Arc Pro Professional Services
12.1	Arc Pro Standard client
12.1	Arc Pro Supervisor Licence
12.1	Arc Pro Supervisor Training

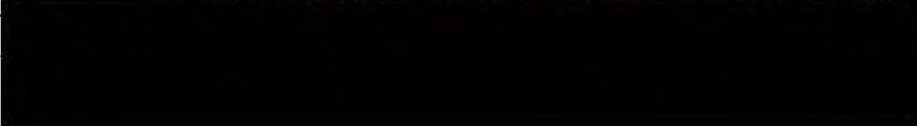
12.1	ArcProVoiceConnect - Each additional 4 Voice Sessions
12.1	Arc Pro Voice Connect client
12.1	Arc Pro Wall Board Client Licence



Bill Analytics

An inclusive service to analyse spend and billing with rich, granular and pre-built detailed reports.

		3yr Term	4yr Term	5yr Term
		Non-Recurring	Monthly Recurring Charge	Monthly Recurring Charge
13.1	Vodafone Telecoms Reporting (CSUF			



Call Analytics

Contains the associated elements of with the VONE-C platform.

- For call reporting and analytics capability, pick from the setup fee aligned to the number of users you require the capability for "14.1"
- Each User, will then be charged a monthly fee "14.2"
- For additional requirements, pick from the subsequent options "14.3"

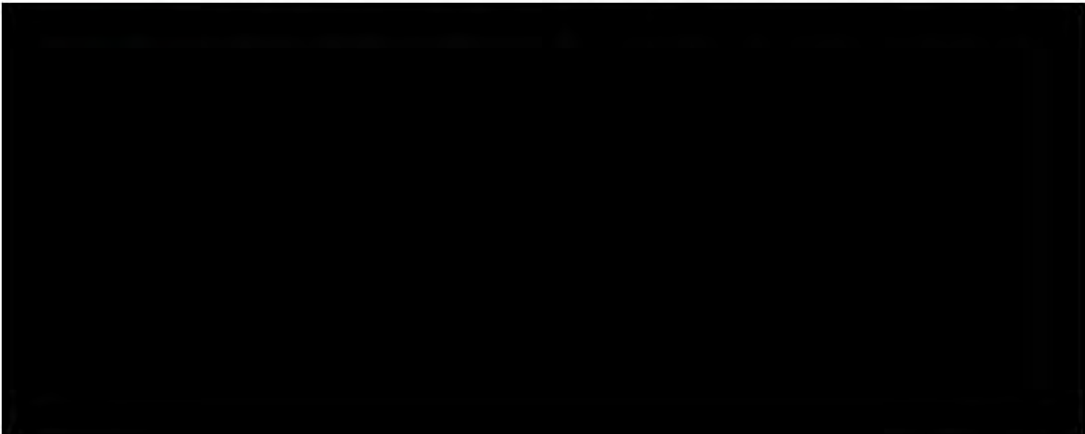
14.1	Call Reporting and Analytics Setup <5000 users
14.1	Call Reporting and Analytics Setup >5001 <10000
14.1	Call Reporting and Analytics Setup >10001 <25000
14.1	Call Reporting and Analytics Setup >25001
14.2	Call Reporting & Analytics
14.3	Call Reporting and Analytics Additional Portal User - CB
14.3	Call Reporting and Analytics Professional Services
14.3	Call Reporting and Analytics Training



Remote Services

Remote services support the ability for users to access a computer, such as a home computer or an office network computer, from a remote location. This allows employees to work offsite, such as at home or in another location, while still having access to a distant computer or network, such as the office network.

- For remote services pick from the choices of collaboration edge connectors on offer "15.1".



15.1	Collaboration Edge Connector M1
15.1	Collaboration Edge Connector M2
15.1	Collaboration Edge Connector M3
15.1	Collaboration Edge Connector M4
15.1	Collaboration Edge Connector L1
15.1	Collaboration Edge Connector L2
15.1	Collaboration Edge Connector L3
15.1	Collaboration Edge Connector L4
15.2	Intra Domain - Federation Messaging
15.2	Per Buyer ASA - SIP Inter-domain Federatio Messaging
15.2	S P URI Dialling

Service Connectors

A solution that joins elements of our VONE-C service to services the Buyer consumes. i.e. Corporate Directory, Google G-Suite.

16.1	AD Connector
16.1	Connector Dial Plan integration
16.1	Corporate Directory Connector
16.1	Cuci-Lync Connector
16.1	Design DPNSS PBX Connect
16.1	Design QSIG PBX Connector
16.1	Design SIP PBX Connector
16.1	G-Suiteconnector no. of Users
16.1	Integrated Messaging
16.1	J-TAPI Notification
16.1	Microsoft Exchange Connector
16.1	Microsoft Outlook Plug-in
16.1	PSTN/PBX Cross Connector
16.1	Unified Messaging
16.1	Unity Auto Attendant
16.1	Unity Auto Attendant IVR
16.1	VMA Connector

Service Training

Professional service training, development and support options to enhance solution deployment and in-life service enablement and adoption.

17.1	Go Live Support
17.1	Go Live Support (On-Site)
17.1	On-site training by VF
17.1	Post Live day Support
17.1	UC Training Portal
17.1	VOSS / Admin Portal Training

User Clients

An alternative application for your all-in-one communication tool to that of WebEx Teams. The Jabber User client enables you to see your contacts' availability and instantly communicate

18.1	Jabber for Desktop
18.1	Jabber for Mobile
18.1	Jabber for Tablet
18.1	Jabber for VDI
18.1	SAML - Single Sign on for Jabber

Voice Recording

The capability to convert and store voice calls into a digital file that can be played back, and Buyer can select one or more of the following options:

- (a) Advanced Voice Recording Reporting: Advanced reporting capabilities to be able to generate and email bespoke reports pertaining to Recorded Data.
- (b) Extended Voice Recording Storage (up to 7 years): Available if Buyer needs to retain Recorded Data beyond the 6-month standard retention period. Recording will be retained for up to 7 years with the enhanced storage option. This also includes Legal Hold where Buyer has selected 7 years storage whereby calls can be marked as protected if required.
- (c) Fixed Voice Recording: Inbound & Outbound voice recording for one VONE-C fixed IP handset or SIP Client and voicemail for a Recorded VONE-C User. Recorded Data will be retained for 6 months only after which point the Recorded Data will be deleted unless Buyer has selected enhanced voice recording storage ("Enhanced Voice Recording Storage"). Portal access is for designated Buyer administrator only. Basic portal features allow for basic search and audio streaming. Fixed Voice Recording does not include Mobile Recording, which is a separate feature, Buyer will need to select Mobile Recording as a feature.

- (d) Mobile and Fixed Recording (FMC): Inbound & Outbound call recording for up to 10 VONE-C fixed IP handsets or SIP Clients, or FMC mobile device and voicemail. Recorded Data will be retained for 6 months only after which point the Recorded Data will be deleted unless Buyer has selected Enhanced Voice Recording Storage. Portal access is for designated Buyer administrator only. Basic portal features allow for (basic search and audio streaming).
 - (e) Mobile Voice Recording: Inbound & Outbound call recording for one VONE-C mobile device and voicemail. Recorded Data will be retained for 6 months only after which point the Recorded Data will be deleted unless Buyer has selected Enhanced Voice Recording Storage. Portal access is for designated Buyer administrator only. Basic portal features allow for basic search and audio streaming. Mobile Recording does not include Fixed Voice Recording, which is a separate feature, Buyer will need to select Fixed Voice Recording as a feature.
 - (f) Voice Recording Streaming Share: Ability to share specific Recorded Data securely with other people via a link by email for a defined period of time. Recipients will receive an email with a link to the recorded Data and an authentication code for access to the Recorded Data will be sent via SMS. The recipient will only be able to stream recordings.
 - (g) Voice Recording Professional Services: Services required to deploy the any Call Recording solutions as specified by the Buyer
 - (h) Voice Recording Training: Training provided to the Buyer to cover User Training, Supervisor/ Administration Training and Installation and Configuration training.
 - (i) Storage Services: Storage of the Recorded Data for the Storage Period chosen by Buyer for the duration of the Storage Period.
 - (j) Voice Recording Speech Analytics: This allows the Recorded VONE-C User to be able to perform enhanced searches and retrieval on Recorded Data based on key words.
- > If Voice Recording is required, the Voice Recording Platform "19.1" is compulsory.
 - > Then pick the type of User required from 19.1, 19.2 and/or 19.3.
 - > The quantity of users that require options "19.5", "19.6", "19.7" and/or "19.8" must equal the total quantity of "19.2", "19.3" or "19.4"
 - For additional requirements, pick from the subsequent options "19.9" or "19.10"
 - Where Buyer requires additional recording storage Buyer will select option ""

19.1	Voice Recording Platform
19.2	Fixed Voice Recording
19.3	Mobile Voice Recording
19.4	Mobile & Fixed Voice Recording
19.5	Advanced Voice Recording Reporting
19.6	Extended Voice Recording Storage
19.7	Voice Recording Speech Analytics
19.8	Voice Recording Streaming Share
19.9	Voice Recording Professional Service
19.10	Voice Recording Training
19.11	Storage Services

9. Ancillary Services

Professional Services

Vodafone support in building and delivering the solution

- For Professional Services "20, pick from the subset requirements "20.1"

20	Professional Services	
	20.1	TSE
	20.1	UC Designer
	20.1	Build & Integrator
	20.1	Test
	20.1	WAN Design
	20.1	Application Developer
	20.1	PMO Analyst / Project Specialist
	20.1	Project Manager
	20.1	Order Desk
	20.1	Delivery Coordinator
	20.1	Project Coordinator
	20.1	Programme Manager
	20.1	Senior Program Manager

10. Key Sub-Contractors

- Content Guru Limited
Radius Court, Eastern Road, Bracknell, Berkshire, RG122UP
05653869
- Cisco Systems Limited
1 Callaghan Square, Cardiff, South Glamorgan, CF105BT
02558939
- Unisys Limited
Enigma, Wavendon Business Park, Milton Keynes, Buckinghamshire, MK17 8LX
00103709
- Enghouse Interactive (UK) Limited
Imperium, Level 1, Imperial Way, Reading RG2 0TD
04230977
- Intrado Solutions Limited
Unit 1 & 2 Sawmills End, Barnwood, Gloucester, Gloucestershire GL4 3DL
2775270

11. Data Protection

- 11.1 The terms Operational Data and Traffic Data are defined in Annex 1 (Authorised Processing Template) of Joint Schedule 11 (Processing Data).
- 11.2 Notwithstanding clause 14.1 of the Core Terms, the Buyer acknowledges that Vodafone processes Operational Data and Traffic Data as a Controller. Paragraph 1 of Joint Schedule 11 (Processing Data) shall not apply to Operational Data and Traffic Data.
- 11.3 Vodafone is a global organisation with international reach. By placing an Order under this Service Offer, the Buyer acknowledges and agrees that Vodafone, in its capacity as a Processor:
- (a) shall engage the sub-processors listed below to carry out the Processor Services in satisfaction of clause 1.11 of Joint Schedule 11:
 - (i) any member of the Vodafone Group Companies;
 - (ii) Cisco International Limited (company number 06640658);
 - (iii) Cognia Cloud Limited (company number 04623599);
 - (iv) Enghouse Interactive (UK) Limited (company number 04230977);
 - (v) Tiger Communications Plc (company number 01421337); and
 - (vi) Visionoss Limited (company number 04672443).
 - (b) may transfer Personal Data outside of the European Economic Area in satisfaction of clause 1.4 (d) of Joint Schedule 11, including:
 - (i) User authentication details to any member of the Vodafone Group Companies for ordering, provisioning and technical support purposes;
 - (ii) where VONE-C Voice Recording is purchased, archiving of voice communication by Cognia Cloud Limited;
 - (iii) any Personal Data contained within files provided by Buyer, information about the condition of the system, registry data about software installations and hardware configurations, and error-tracking files by Cisco International Limited;
 - (iv) where call analytics is purchased, User call data and duration of calls by Tiger Communications PLC; and
 - (v) Usernames, DNS, DHCP and IP address management (DDI), and, where ARC Consoles are purchased, User site location data by Visionoss Limited and Enghouse Interactive (UK) Limited.
- 11.4 For the avoidance of doubt, Buyer should not place an Order under this Service Offer if it does not agree to provide the consent set out in clause 11.3 and Vodafone shall have no obligation to provide any Services in respect of any Order unless such consent is in place at all times.

12. Definitions

The following definitions are applicable to the 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.
Active User	a payment obligation model that is based on the number of Knowledge Workers that access the Cisco software and cloud services and that host at least one meeting.
Additional Service Recipients	a Buyer Group entity which is not a direct party to the Agreement, but which is named in the Agreement as a beneficiary of the Services or otherwise approved to receive the Services
Add-Ons	means a price plan that is added to a Connection with an existing price plan associated with it (e.g. an email or data price plan added to a voice price plan).
Agreement	means the Call-Off Contract between the Buyer and Vodafone
Attendant Console	the attendant console provides features for handling calls through Buyer's reception desk (c) ARC Server Infrastructure is a mandatory base element for Attendant Console and can support up to 100 concurrent attendant consoles (d) Per Console is charged based per concurrent attendant logged in to the ARC attendant console client.
AUP	Vodafone's acceptable use policy, which can be found at https://www.vodafone.co.uk/terms-and-conditions/
Authorised User	means any director, officer, employee or sub-contractor of Buyer that receives a username and password in order to gain access to one or more of the services.
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.
BMI	a "Buyer major incident", being the highest category of Impact for an Incident resulting in significant disruption to the business of Buyer.
BSD	a Buyer Solution Design document prepared specifically for Buyer by Vodafone that contains details of the Service the Buyer is taking, including an implementation plan.
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'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.
Calling Licence	Cisco Collaboration Flex Service functionality that enables a set of devices to make calls.
Cisco	Cisco Systems, Inc. or its affiliates.
Cisco WebEx Teams Control Hub	Cisco's web-based, intuitive, single-pane-of-glass service that enables Buyer to provision, administer, and manage Cisco WebEx services.
Cisco WebEx Teams/WebEx	is a software-based enterprise conferencing product supplied by Cisco that integrates audio, video and web conferencing.
Connectors	any additional features and connectors that Buyer is ordering as detailed in the pricing tables.
Configuration(s)	any change to the Service made through the end - User or administrator self-serve portals and which does not involve the implementation of any code.
Configuration Change	is a systems engineering process for establishing and maintaining consistency of a product's performance, functional, and physical attributes with its requirements, design, and operational information throughout its life.

Core Service Element	are service elements which form part of the standard VONE-C Service.
Dial Plan	a collection of inbound, outbound and internal number ranges agreed in the BSD.
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).
Enterprise Agreement	a payment obligation model that is based on the Buyer's entire enterprise-wide Knowledge Worker count.
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.
Fault	means any fault or problem which affects the Service as provided to Buyer by Vodafone.
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.
HCS Client Software	any software provided with the Service that is manufactured by Cisco, such as Cisco Jabber.
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 hereof).
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	internet protocol, being the address and layering topography of conventional data networking including the public internet.
ISDN	integrated services for digital network.
Knowledge Workers	employees and contractors that use computing or communications devices capable of running Cisco WebEx Teams, Cisco Unified Communications Manager, or Cisco Meeting Server as part of their job duties performed on the Buyer's behalf.
Legal Hold	means a hold on any Recorded Data which is stored on Vodafone Storage Equipment pursuant to a legal requirement, court order or as otherwise required by a national regulation authority.
Meeting License	Cisco WebEx Teams functionality that enables a Knowledge Worker to host a meeting on Cisco's Collaboration Cloud.
Named User	a payment obligation model that is based on the number of specifically named Knowledge Workers in the Buyer's order, regardless of usage.
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.
OEM	means a third-party Equipment manufacturer or service provider.
OEM Equipment	means the hardware and related software Buyer must have to use this Service provided by an OEM.
Operator Console	telephony service that provides control for many call management features such as answering and routing incoming calls.

Optional Service Elements	are service elements that are supplementary to the Core Elements, and do not form part of the standard Service.
Participants	Participants means any person who makes, receives, or participates in a call with a Recorded VONE-C User.
PBX	private branch exchange equipment.
Planned Outage	the scheduled unavailability of an Infrastructure Service.
Professional Services	additional services as required by Buyer as set out in the Order Form or any subsequent order (whether or not included in a formal contract variation) made by the Buyer
PSTN	public switched telecommunications network.
Public Voice Service	a PSTN and S P services.
Recorded Data	means the voice recorded from Registered Numbers as part of the Voice Recording Service and which is stored by Vodafone or Vodafone's supplier as applicable.
Recorded VONE-C User	means a defined person who uses or operates the Voice Recording Service being provided by Vodafone to the Buyer.
Registered Numbers	means a mobile or a fixed number which has been accepted by Vodafone to receive the Voice Recording Services at the request of 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.
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 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.
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.
Storage Period	means the storage period for the Recorded Data as set out in the Order Form or any subsequent order (whether or not included in a formal contract variation) made by the Buyer
Storage Services	means the storage of the Recorded Data for the Storage Period chosen by Buyer
Vodafone	where used in this Service Offer or Call-Off Contract means Vodafone.
Teams Collaboration / Messaging	An application for continuous teamwork. A digitally secure workspace where Knowledge Workers can collaborate with messaging, file sharing, white boarding, video meetings, calling, and more.
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 the Agreement.
User Details	a Username, password, or other access information used by a User to access the Service and/or Equipment.
	Means Virtual Local Area Networks are single network devices that have been partitioned to create multiple distinct networks, which are mutually isolated so that data can only pass between them through a route

Vodafone Software	any Software supplied by Vodafone or its licensors to Buyer (including Software embedded in any Equipment).
Vodafone Storage Equipment	means the storage equipment being used by Vodafone to provide the Storage Services.
Vodafone Telecom Reporting Service	is a web-based solution that provides access to historical information and mobile spend analysis reporting by interacting with billing and usage information through a graphical interface.
VONE-C Platform	the infrastructure used to provide the VONE-C Service described in these Service Specific Terms.
WAN	the wide area networks.
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.

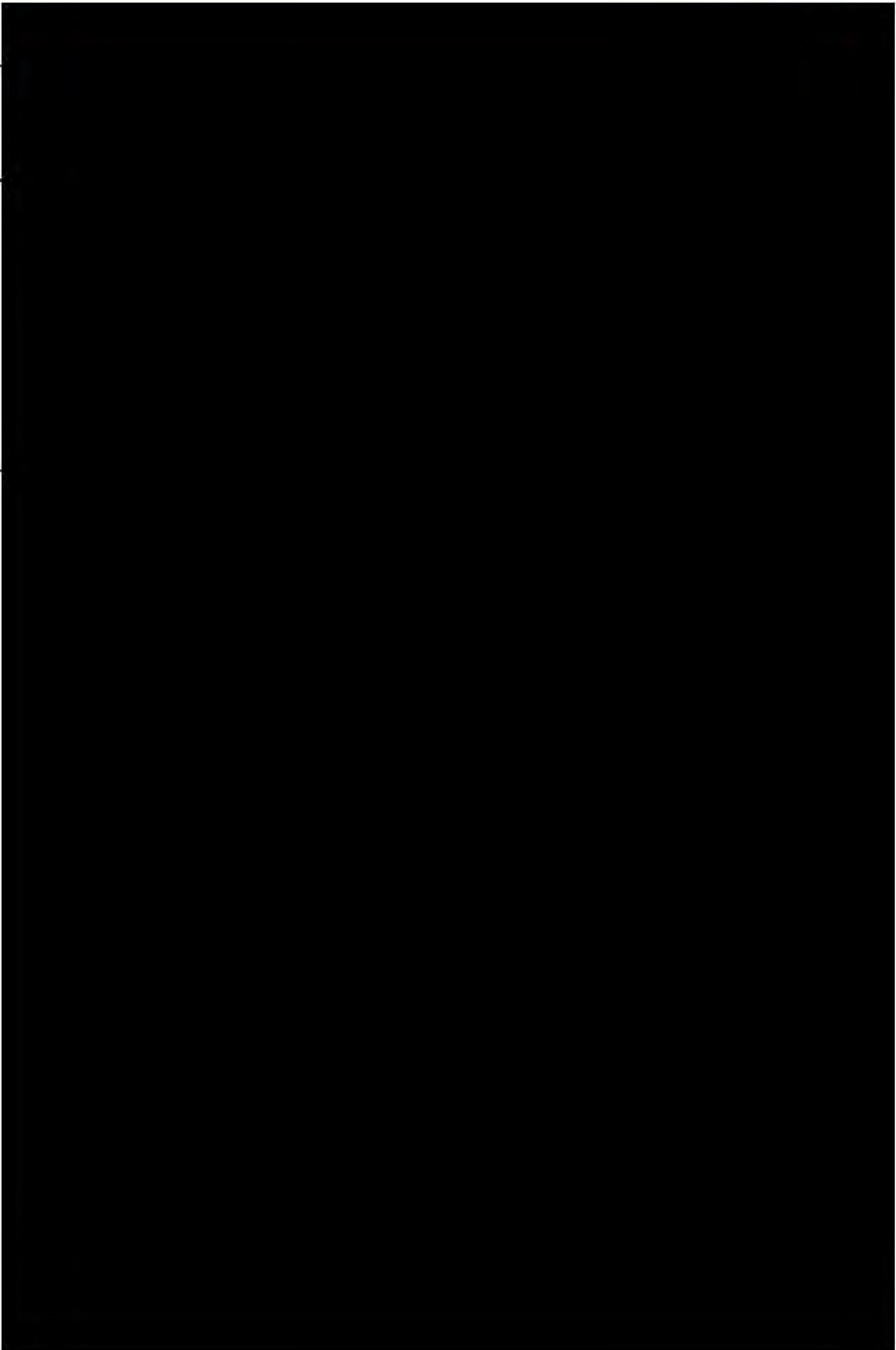
Annex 1

VONE-C Voice Tariff

Tariff for directly connected sites
May 2014 Version 1

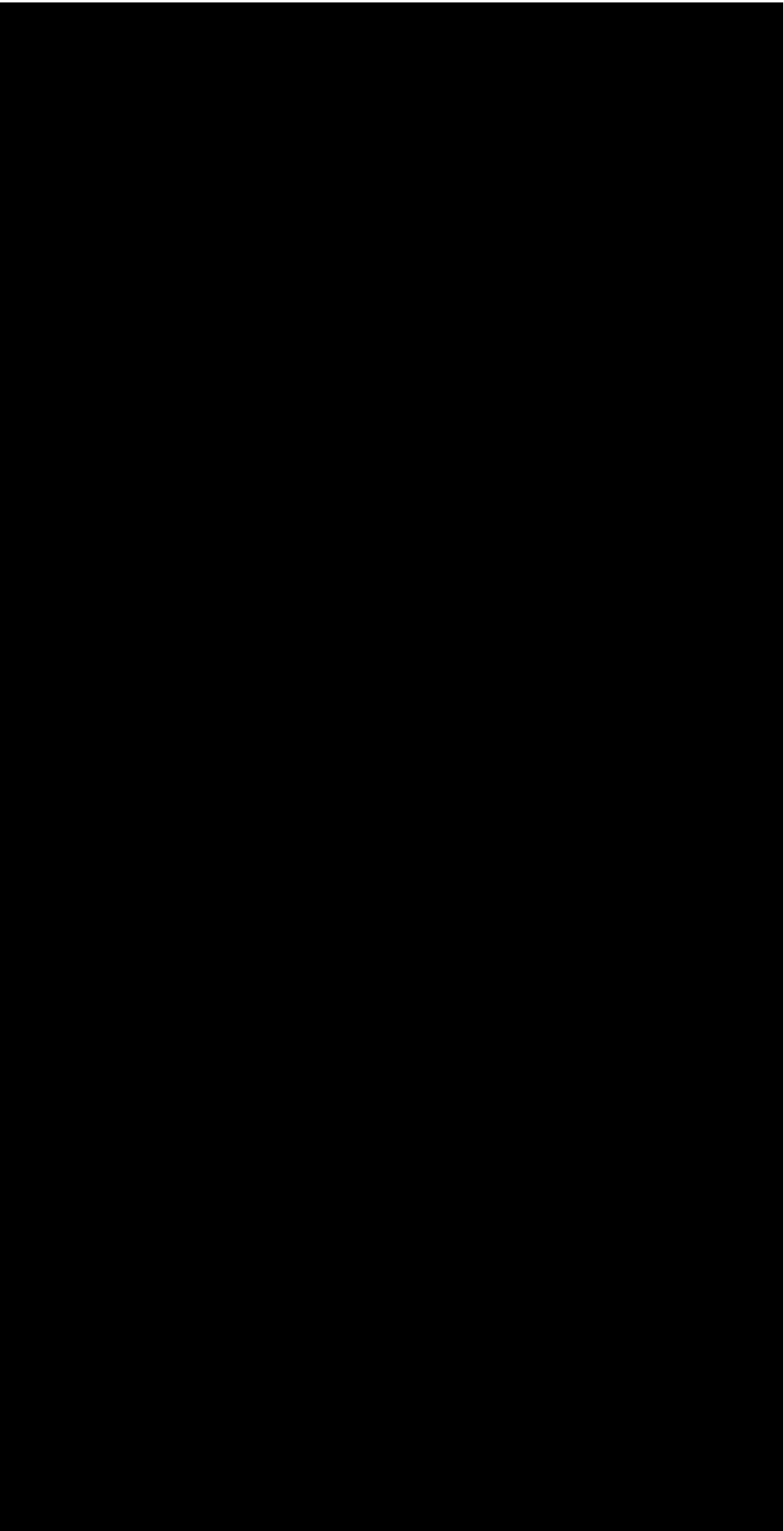


Call Type Description
UK Geographic & Main mobile operators
UK Geographic
O2 Mobile fm1
T-Mobile fm3
Orange Mobile fm4
Vodafone Mobile fm5 (Calls originating on OneNet platform)
3 Mobile fm6
UK Non-Geographic
100 - UK Operator
155 - International Operator
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0870
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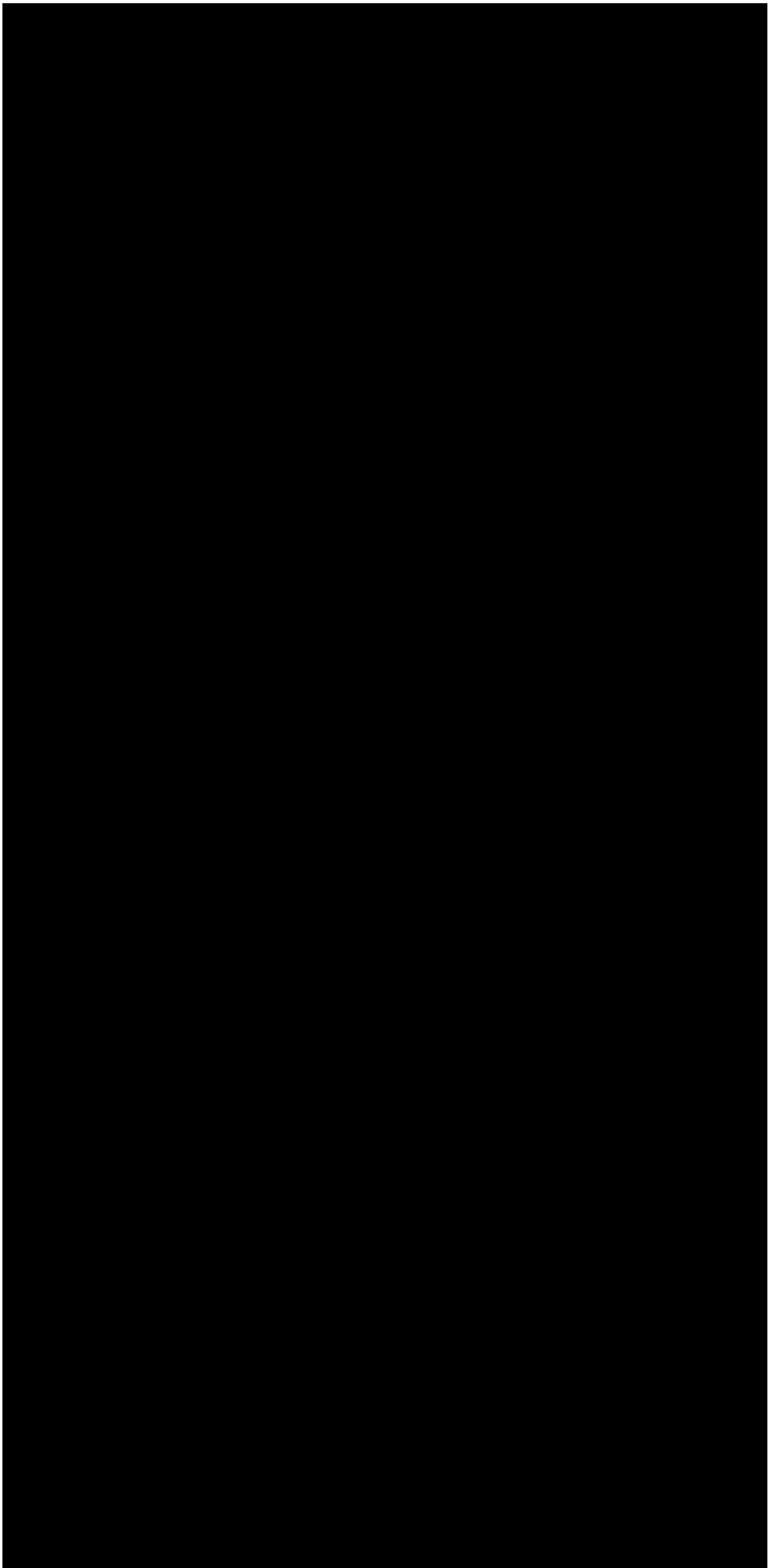


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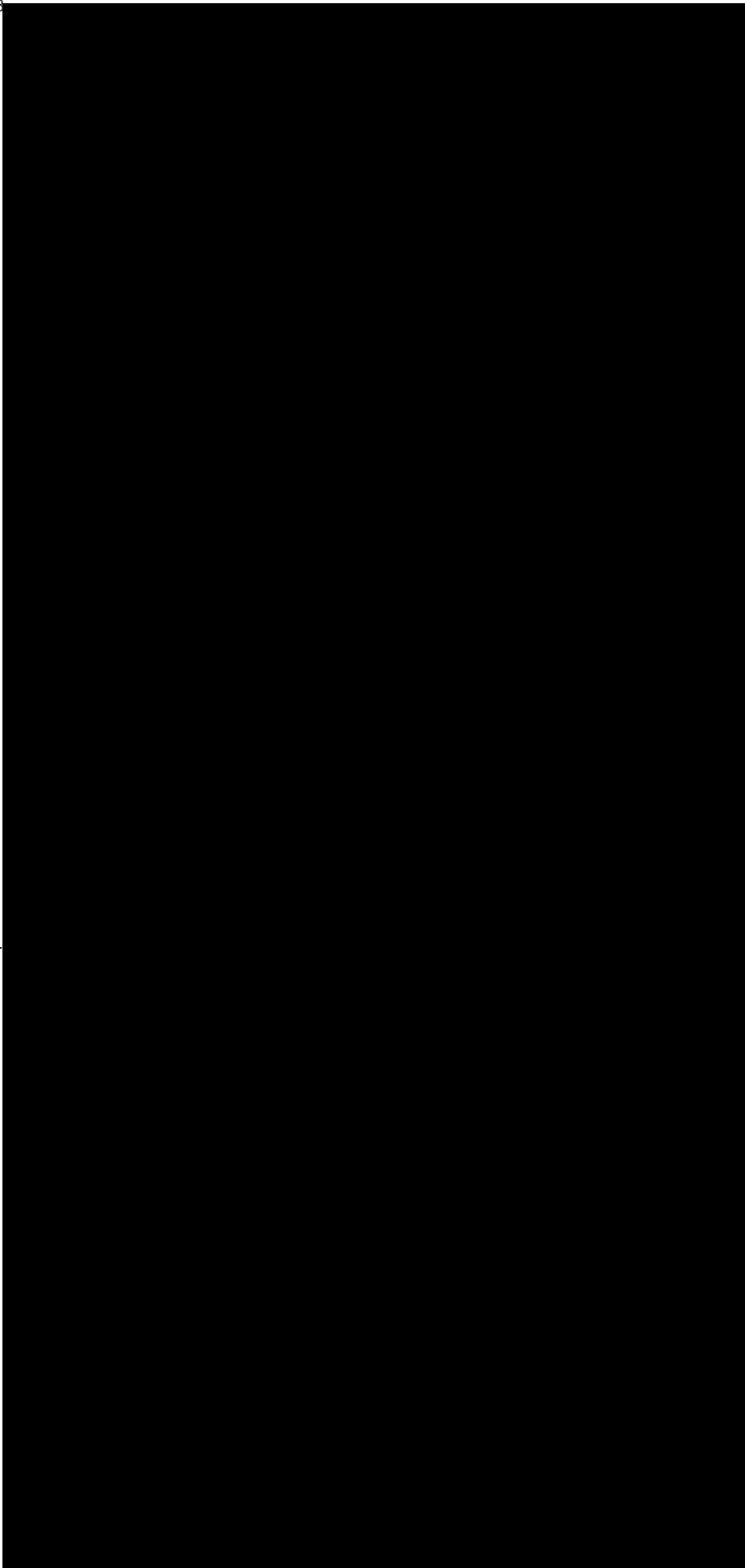
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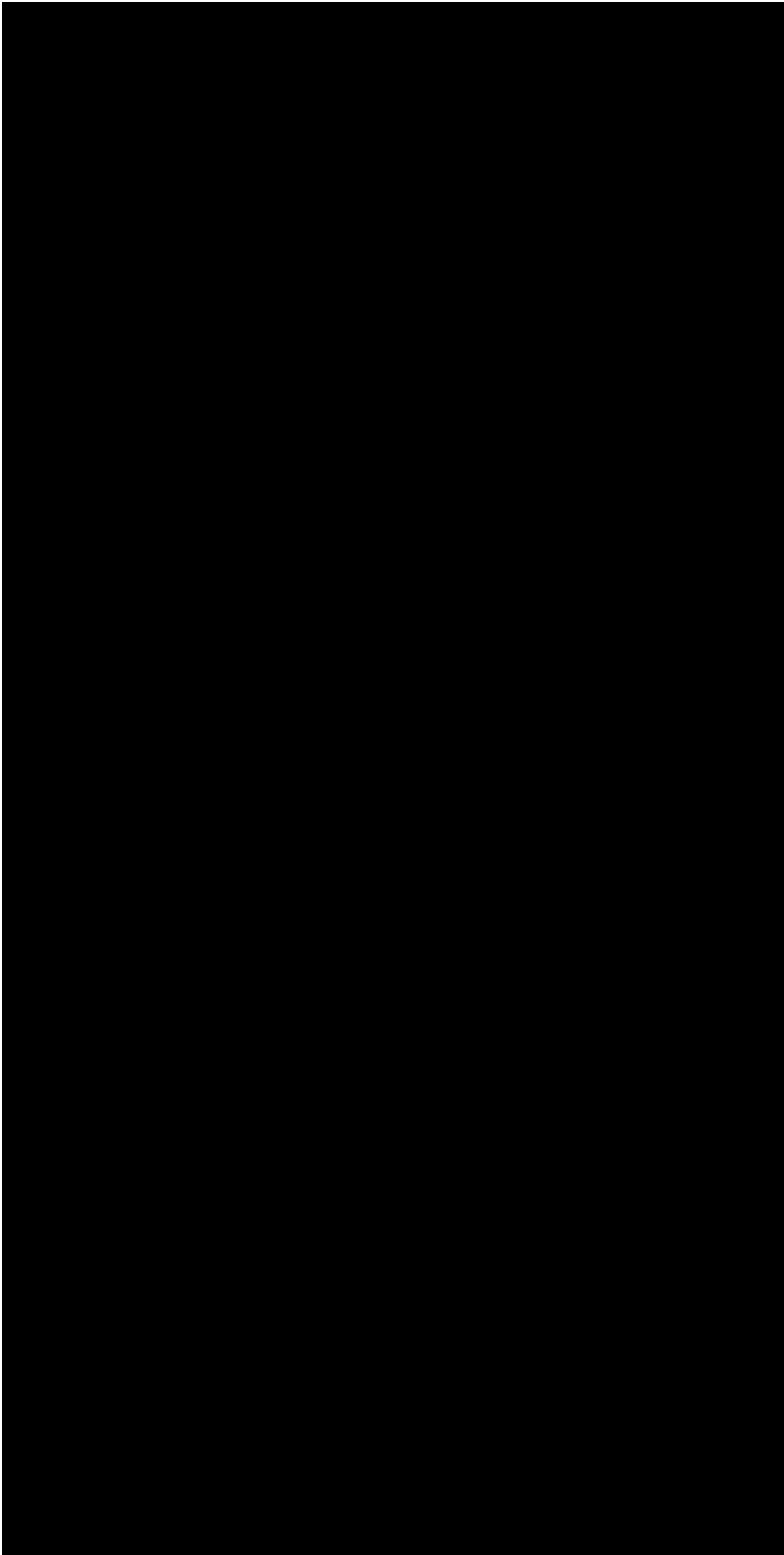
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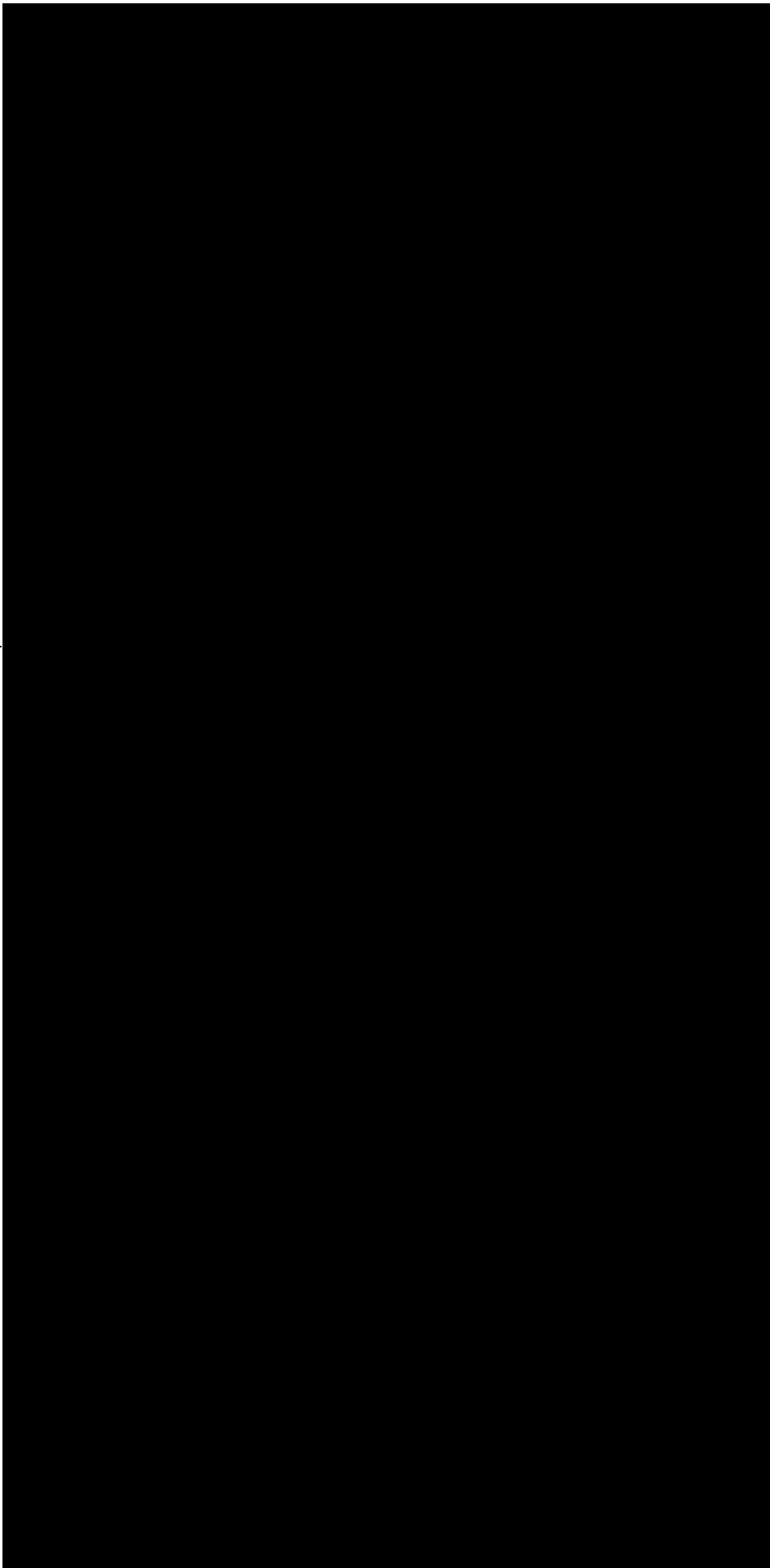
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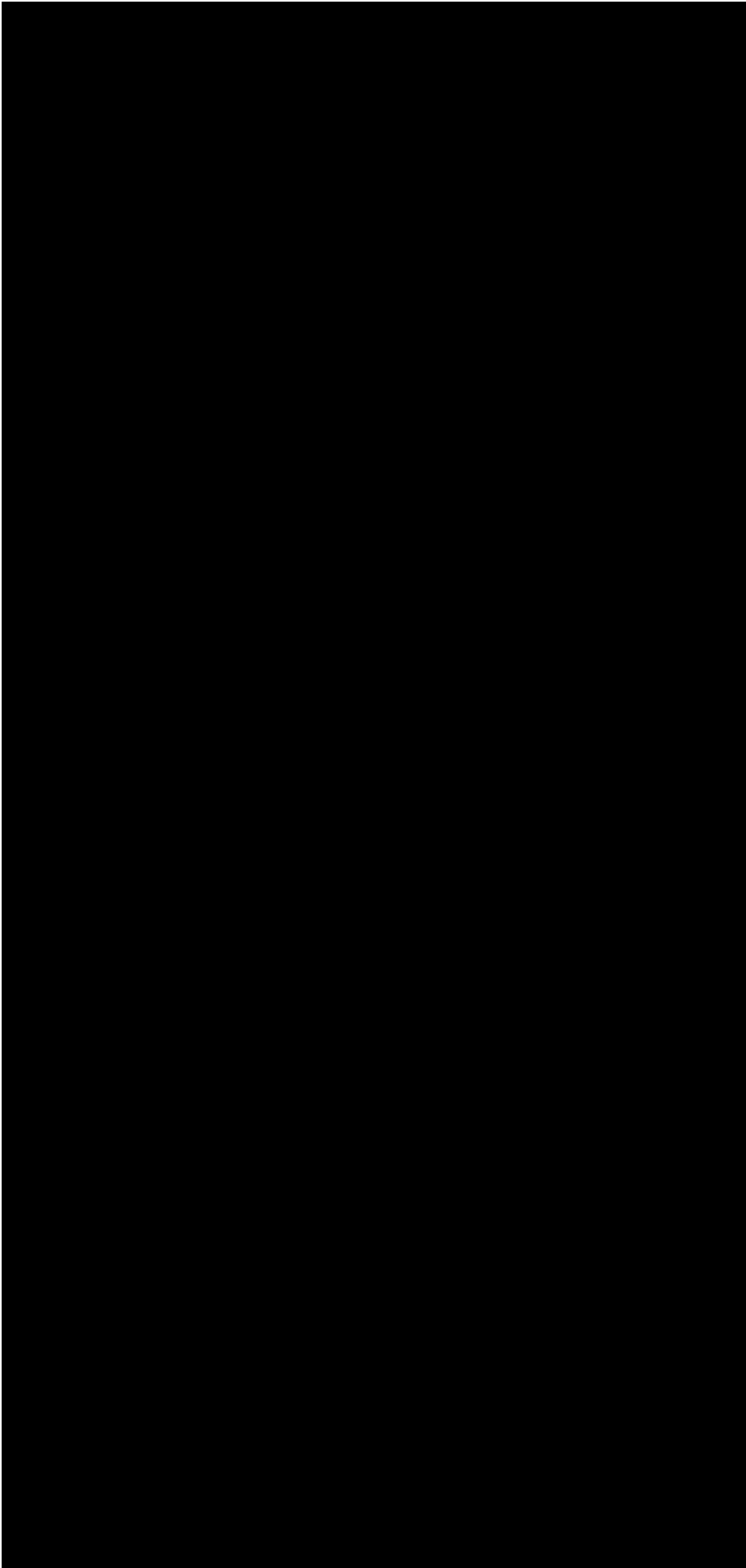


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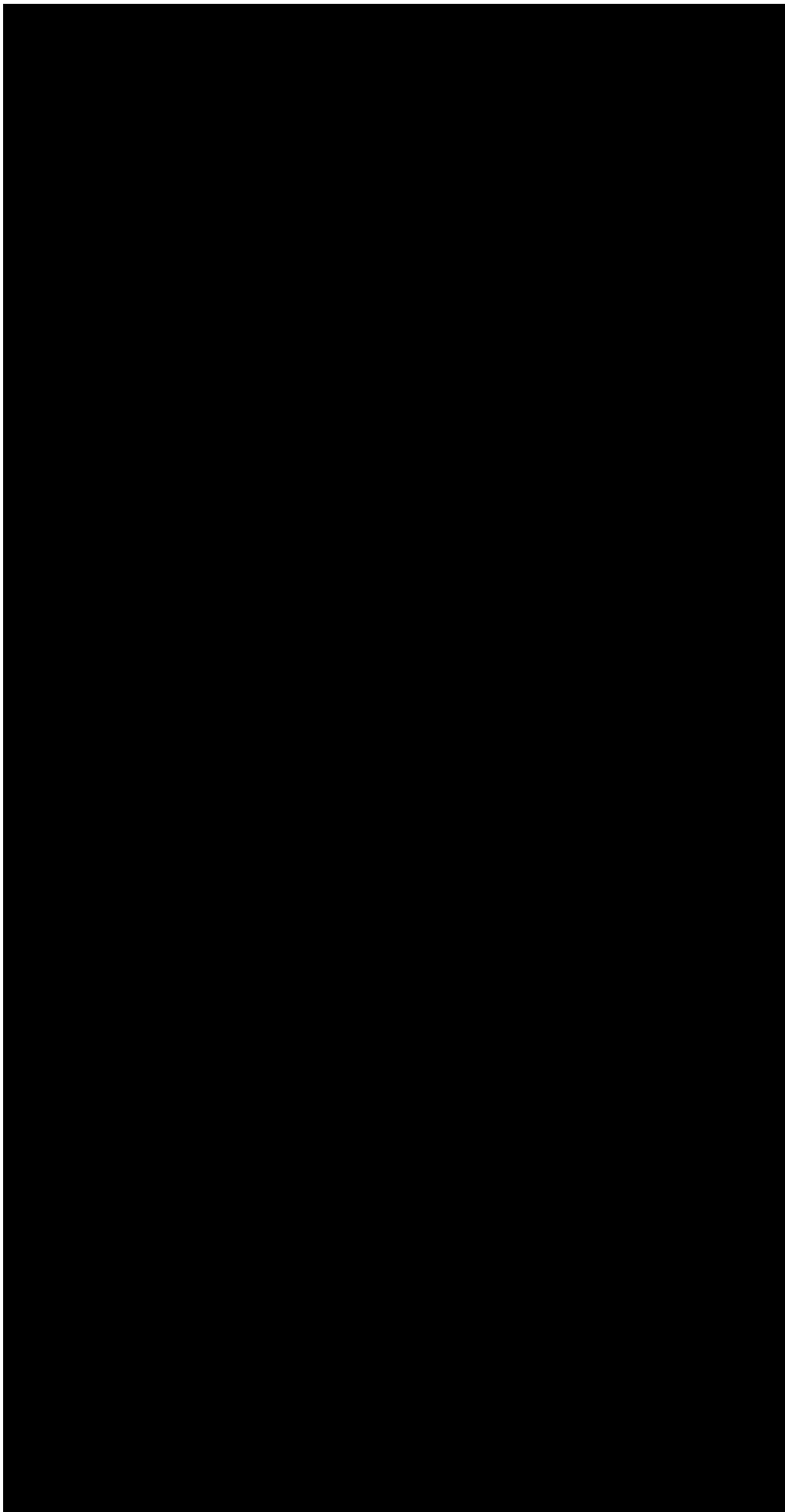
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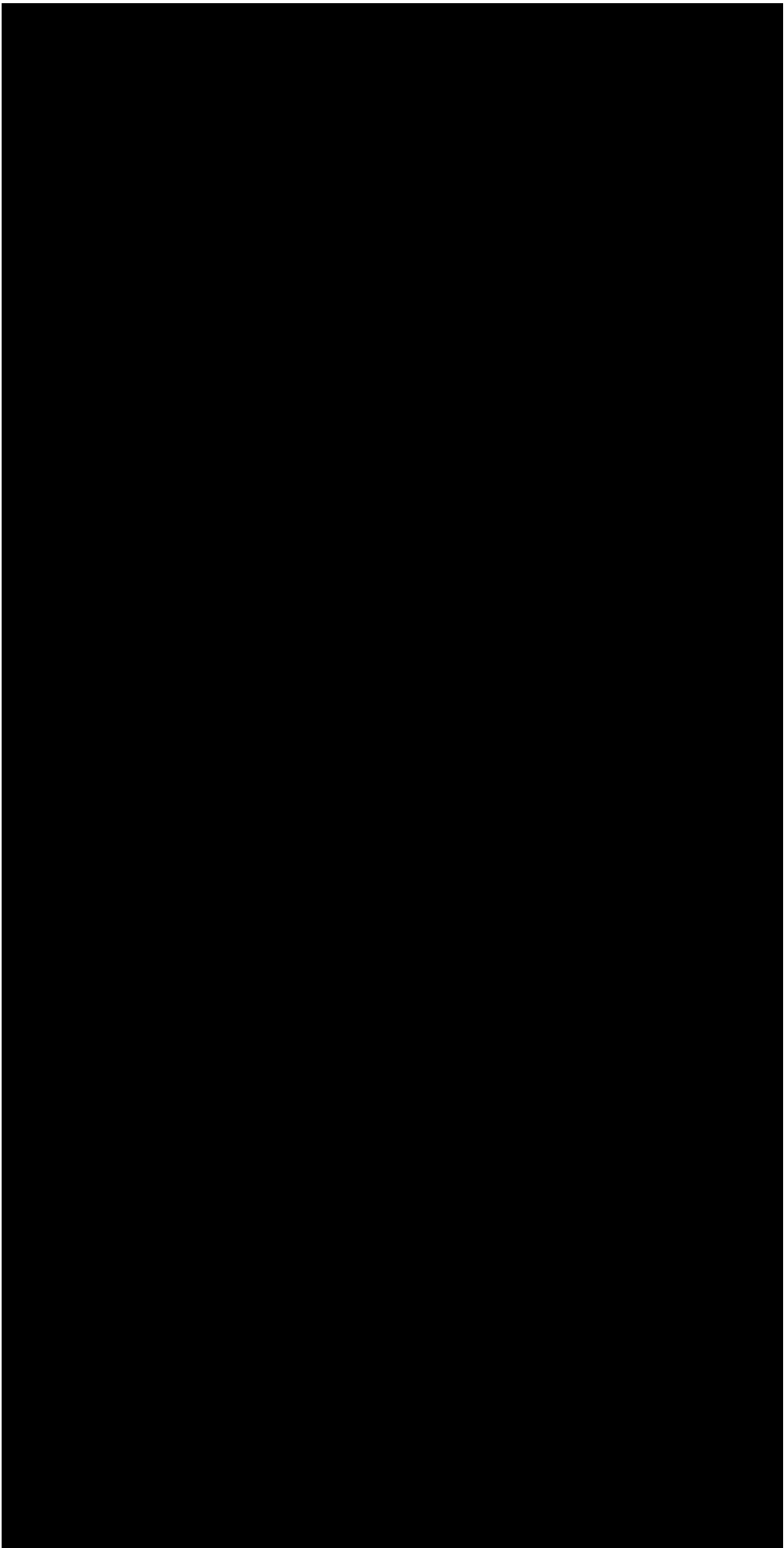


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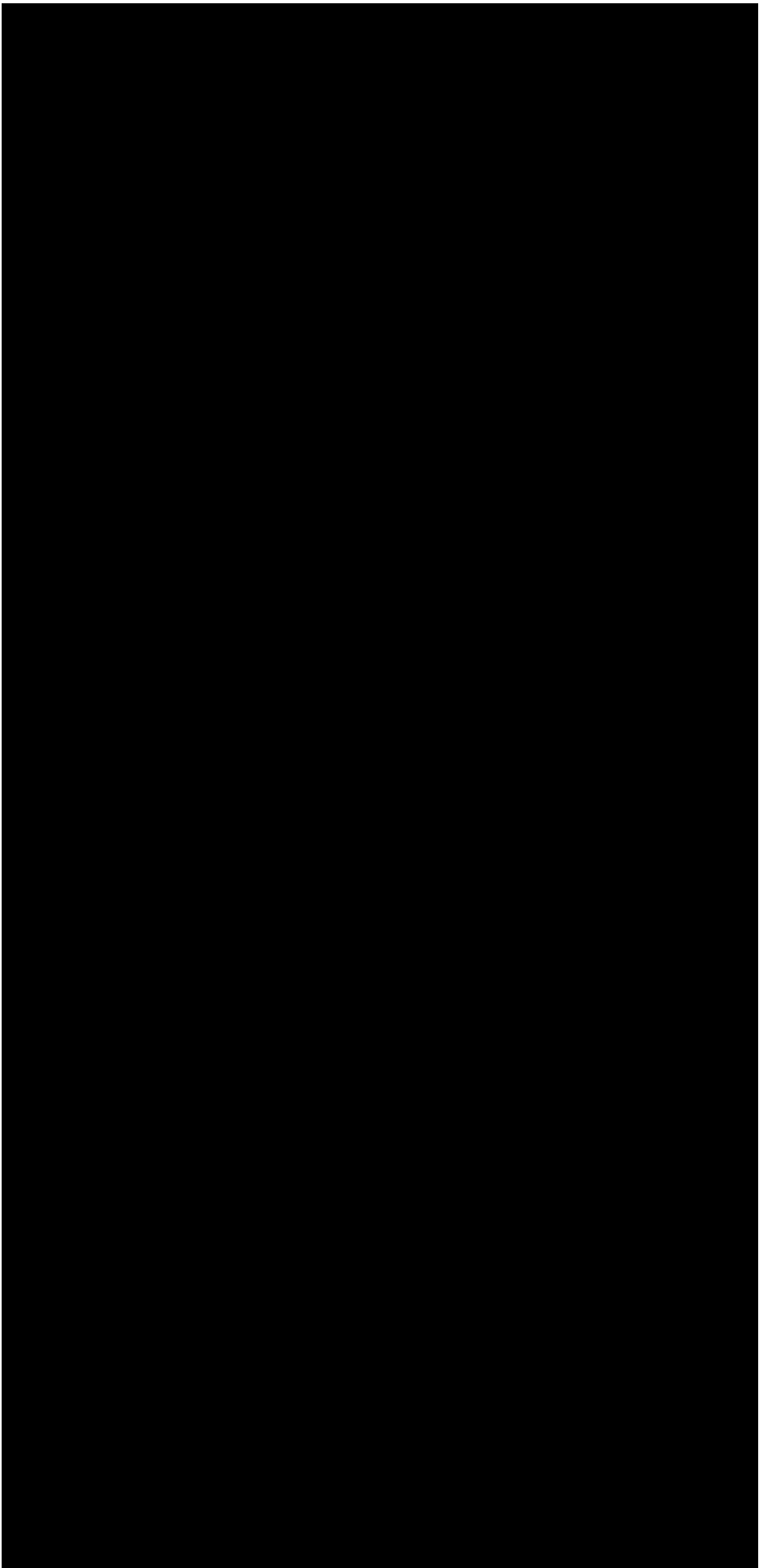
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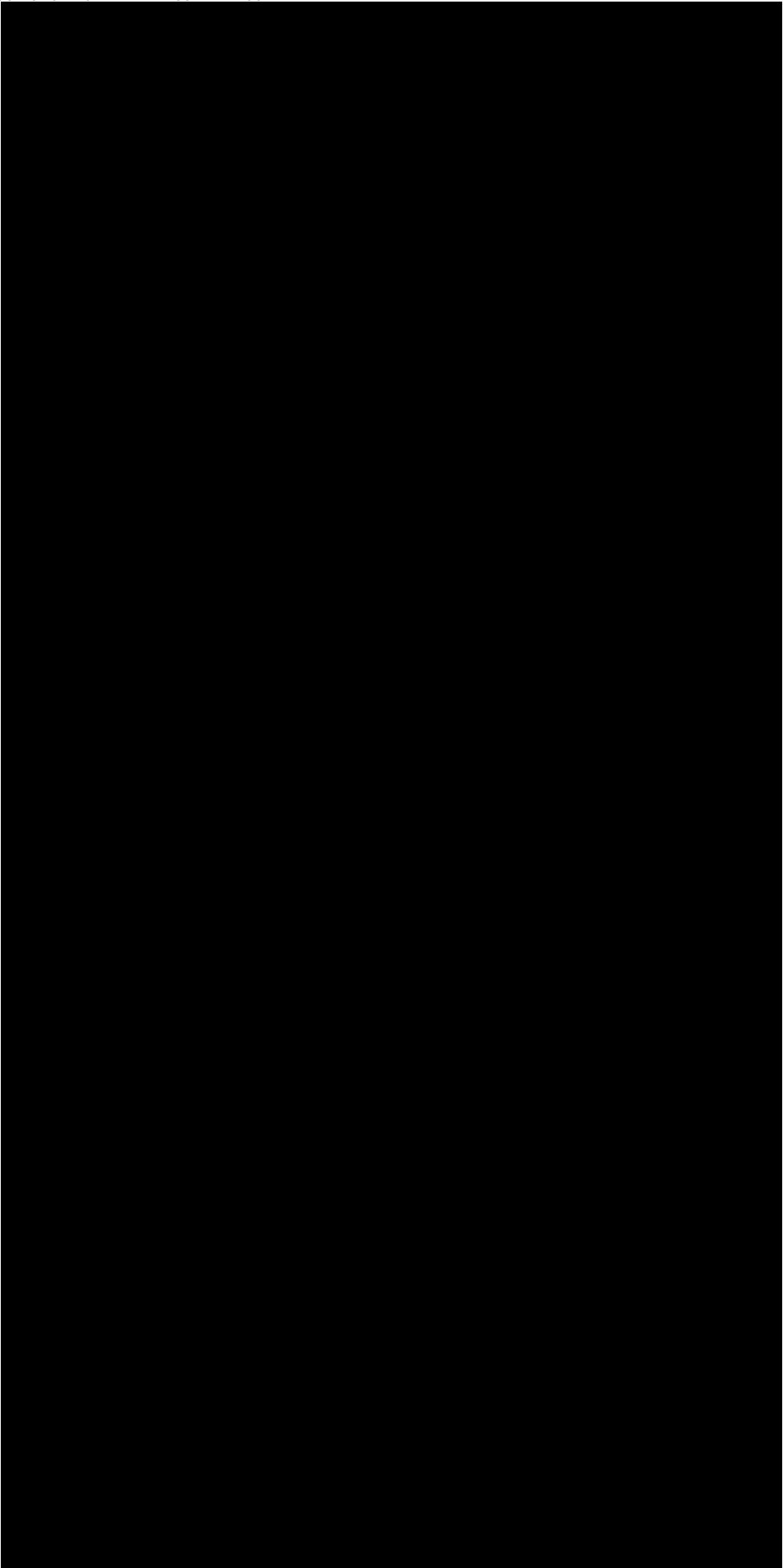
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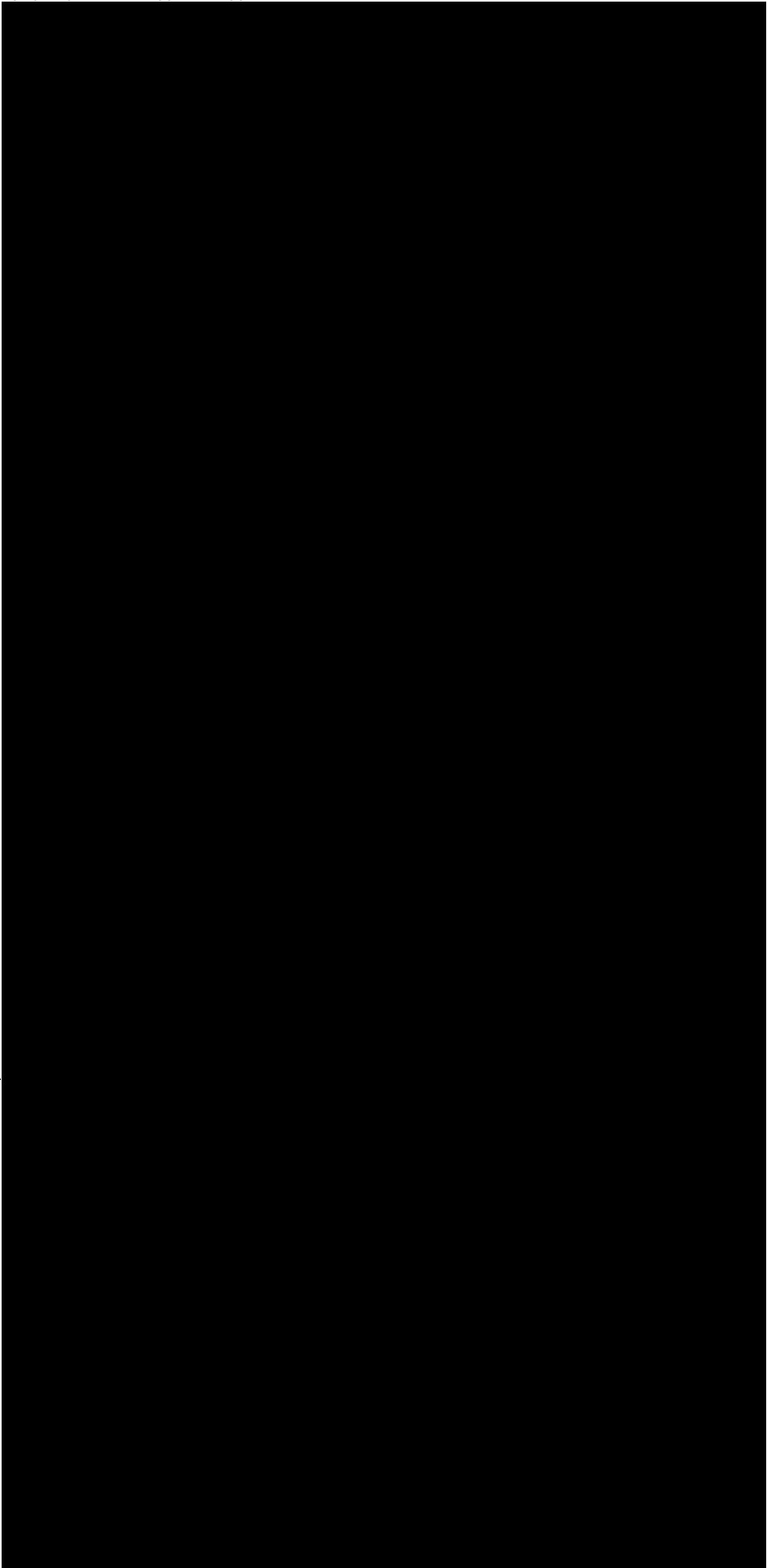
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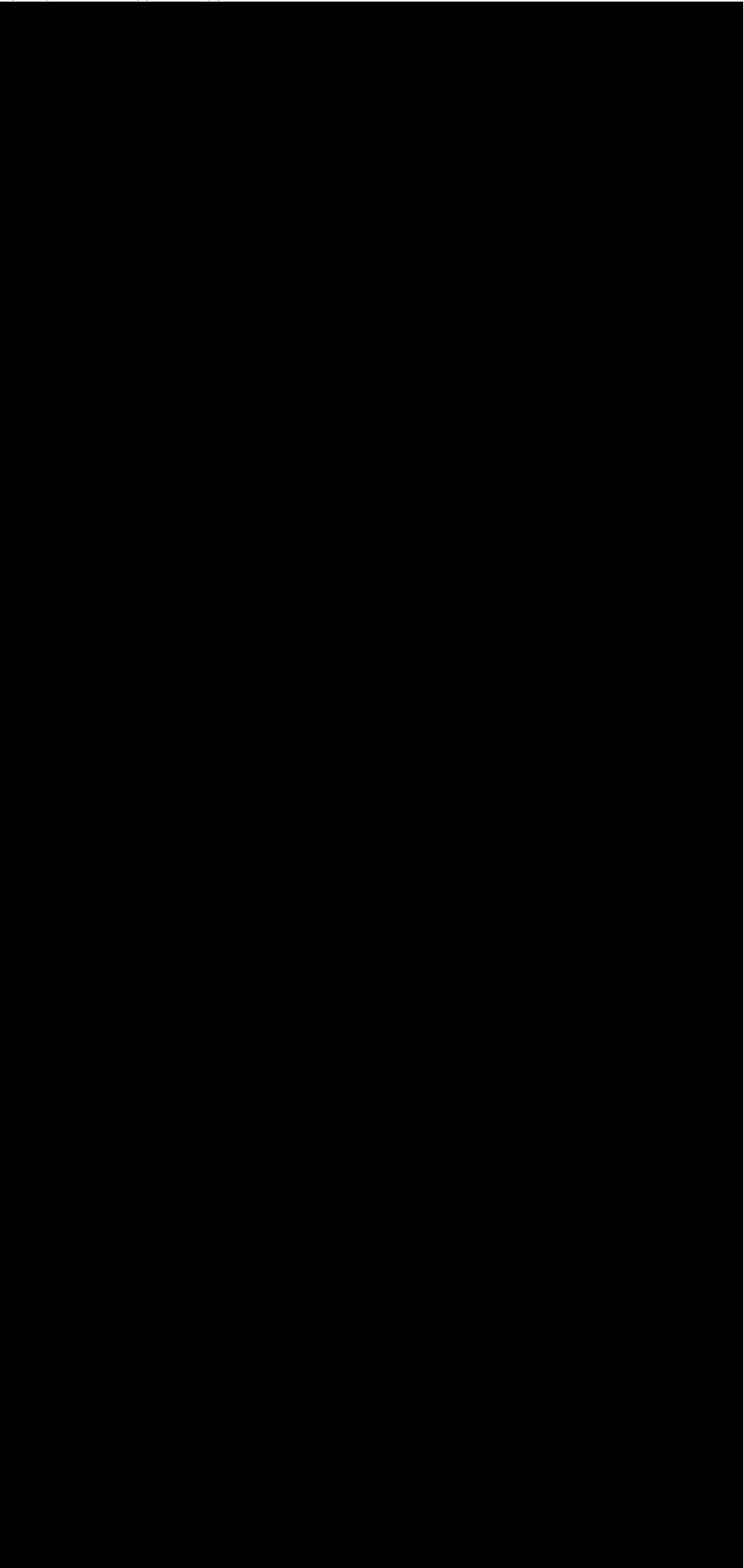
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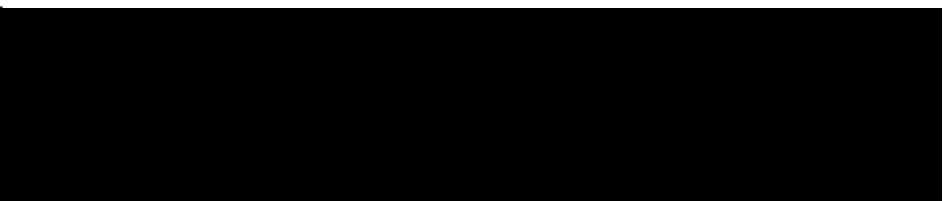
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Bermuda ISDN
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- Sweden ISDN
- Switzerland ISDN
- Taiwan ISDN
- Thailand ISDN
- Turkey ISDN



Ukraine ISDN
United Arab Emirates ISDN
USA ISDN



Notes

All Prices are quoted in pence and excluded VAT

Charges Periods

The charges Periods are as follows: -

Standard:
Weekend:
Economy:

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 at 30 April 2013
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 only starts after the first 60 seconds

BT charge bands only exist for non-geographic call types

Occasionally new call types are created (mainly for Directory Enquiry & Premium rate), if you see a call type on your bill that is not on this price list, please request an updated price list

Annex2 Countries included and excluded from Cisco Collaboration A-Flex

Countries included in Cisco Collaboration A-Flex Active Cloud User Meetings with Intrado CCA Licence charges:

CCA Local Access/Toll (included in the Subscription):

Country
Australia
Austria
Belgium
Brazil
Canada
Czech Republic
Denmark
Estonia
Finland
France
Germany
Hungary
Ireland
Israel
Italy
Japan
Korea (South)
Luxembourg
Netherlands
Norway
Poland
Romania
Russian Federation
Singapore
Slovak Republic
Slovenia
South Africa
Spain
Sweden
Switzerland
United Kingdom
United States

Tariff for Countries not included in Cisco Collaboration A-Flex Active Cloud User Meetings with Intrado CCA License charges

Country Code	Country
AR	Argentina
BG	Bulgaria
CL	Chile
CN	China 400
HR	Croatia
CY	Cyprus
DO	Dominican Republic
SV	El Salvador
GE	Georgia
GR	Greece
HK	Hong Kong
IN	India
LV	Latvia
LT	Lithuania
MY	Malaysia
MX	Mexico
NZ	New Zealand
PA	Panama
PE	Peru
PT	Portugal
PR	Puerto Rico
TW	Taiwan
TR	Turkey
VN	Vietnam
PH	Philippines
TH	Thailand
CM	Cameroon
KE	Kenya
MT	Malta
MA	Morocco
NG	Nigeria
SN	Senegal
TN	Tunisia
UG	Uganda

13. Annex3

Operator Assisted Conferences

EventConnect Plus

Overview

An operator assisted conference, ideal for calls over 50 lines. Reservation-led, this service takes away the stress of managing a large call.

(EventConnect Plus is the Meet Me Operator Assisted Service WebConnect is the Meet Anywhere Operator Assisted Service)

Each EventConnect Plus event includes the following within the package price – regardless of event size;

Event Connect includes:

- Q&A or Lectured call
- Operator monitoring the call for the entire duration
- Participant List with up to 3 pieces of information (including Full Name)
- 7-day Encore Replay with Encore Part List
- Recordings available in a CD, WAV or MP3 formats
- Up to 50 Participant/Speaker dial out lines
- Password for extra security
- 48-hour English Transcription
- Dedicated telephone numbers for each call

Commercials D
Participants
20
50
100
150
200
300
400
500
750
1000
1250
1500
2000



WebConnect

Overview

An operator assisted service making your audio conference more engaging and interactive by adding visuals. You can share a presentation or video clip to give your meeting more impact. Web conferencing gives you the ability to collaborate on documents, share applications, poll your audience or tour the web. This is a reservation-led service

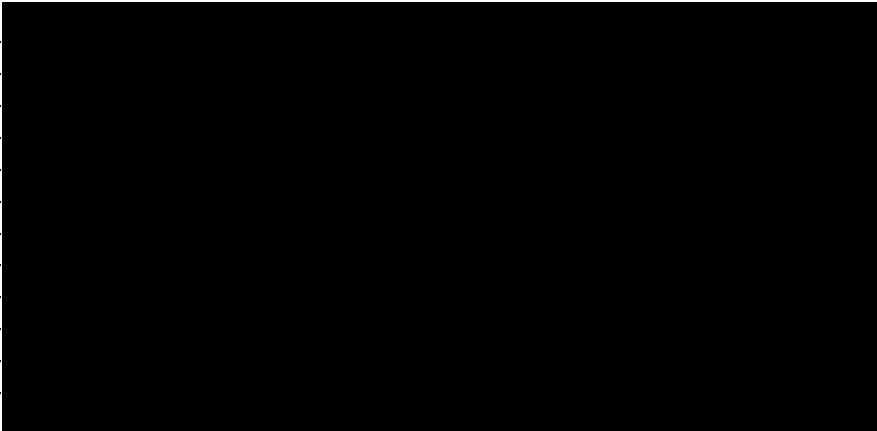
(WebConnect is the Meet Anywhere Operator Assisted Service EventConnect Plus is the Meet Me Operator Assisted Service)

Each WebConnect event includes the following within the package price – regardless of event size;

WebConnect includes:

- Fully managed event
- Operator Assisted call
- Combined audio and web conference – Microsoft Live Meeting or Cisco WebEx Event Center
- Operator managed Q&A session
- Registration site (up to 5 fields) & weekly reports
- Branded audio dial-in numbers
- Local & International toll-free/toll access audio dial-in
- Event scheduling
- Post-event web reports
- Audioparticipantreport
- Synchronised audio and slide archived recording
- VoIP Audio Broadcast

Commercials Du
Participants
20
50
100
150
250
300
400
500
500+



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:	Secretary of State for Environment, Food & Rural Affairs (" the Buyer ") And Vodafone Limited (" the Supplier ")	
Contract name:	Direct Award Order Form for Lot 10 (RM3808-Lot10-VodafoneLtd-#006) (" the Contract ")	
Contract reference number:	RM3808-0411	
Details of Proposed Variation		
Variation initiated by:	Supplier	
Variation number:	001	
Date variation is raised:	21.07.2021	
Proposed variation	Update Call Off Schedule 8 (Business Continuity and Disaster Recovery)	
Reason for the variation:	Update Call Off Schedule 8 (Business Continuity and Disaster Recovery) to most recent available version	
An Impact Assessment shall be provided within:	N/A days	
Impact of Variation		
Likely impact of the proposed variation:	N/A	
Outcome of Variation		
Contract variation:	<p>This Contract detailed above is varied as follows:</p> <ul style="list-style-type: none"> Call Off Schedule 8 (Business Continuity and Disaster Recovery) as incorporated into the Order Form (signed 28 May 2021) is deleted in its entirety and replaced by Call Off Schedule 8 (Business Continuity and Disaster Recovery) as appended as Annex 1 to this Variation Form. 	
Financial variation:	Original Contract Value:	£ 1,931,625.19
	Additional cost due to variation:	£ 0.00
	New Contract value:	£ 1,931,625.19

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 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.

Framework Ref: RM3808

Project Version: v1.0

Model Version: v3.0 – Vodafone Direct Award Version

Joint Schedule 2 (Variation Form)
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Signed by an authorised signatory for and on behalf of the Buyer

Signature

Date

Name (in Capitals)

Address

DocuSigned by:

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

Signature

Date

Name (in Capitals)

Address

DocuSigned by:

DocuSigned by:

Frameworks Team

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13 August 2021 | 13:49 BST

ANNEX 1 follows (16 pages)

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

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

Call-Off Ref:

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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.

Framework Ref: RM3808

Project Version: v1.0

Model Version: v3.0 – Vodafone Direct Award Version

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

Call-Off Ref:

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PART A: ANNEX 1 Supplier BCDR Plan

Framework Ref: RM3808

Project Version: v1.0

Model Version: v3.0 – Vodafone Direct Award Version

Business Continuity Plan

DEFRA

Version: V1.1

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	Appendix B – Vodafone UK ISO 22301 Certificate.....	12

1. Introduction

1.1 Overview

Business Continuity Management (BCM) is a discipline that ensures a pre-planned response to any potential threats that if realized, could interfere with normal business operations.

Vodafone United Kingdom's (VFUK) BCM approach has been designed to support our strategic business objectives through providing a framework for organizational resilience. VFUK are certified to ISO 22301 for its voice and data global telecommunications services, International Standard for best practice BCM and have a mature BCM system. Through our BCM approach we endeavour to ensure that the critical activities underpinning our global infrastructure can continue to provide services to our customers in the event of any type of incident

1.2 Purpose & Scope

The purpose of this Business Continuity Plan (BCP) is to provide details of the response and management of an incident impacting the services provided to DEFRA which cannot be effectively managed through the 'Business as Usual' (BAU) processes in accordance with the Call-Off Schedule 8 (Business Continuity and Disaster Recovery). This BCP does not include a technical description of services and resilience. This is provided in the relevant Solution Design documents implemented by the DEFRA and Vodafone delivery teams.

2. Business Continuity Plan

The BCP has been developed for DEFRA and will be subject to annual review to ensure it is fit for purpose and to provide assurance of continuity of services. A copy of Vodafone UK's Resilience Whitepaper which provides details of the overall BCM approach together a copy of the ISO22301 BCM Certificate will be provided.

A BCP is underpinned by a Business Impact Analysis (BIA) and will detail arrangements that are to be invoked to ensure that the business operations facilitated by the services remain supported in the event of failure. The BIA also

determines the Recovery Time Objectives (RTOs) and Recovery Point Objectives (RPO) from the point of the incident occurring based on the criticality of the activity.

Using the results from the BIA, the impacted teams are able to identify the most appropriate option for reducing the likelihood of a disruption, shorten the period of disruption and limit the impact to DEFRA. All VFUK functional areas have BCPs in place. The following teams provide services to DEFRA:-

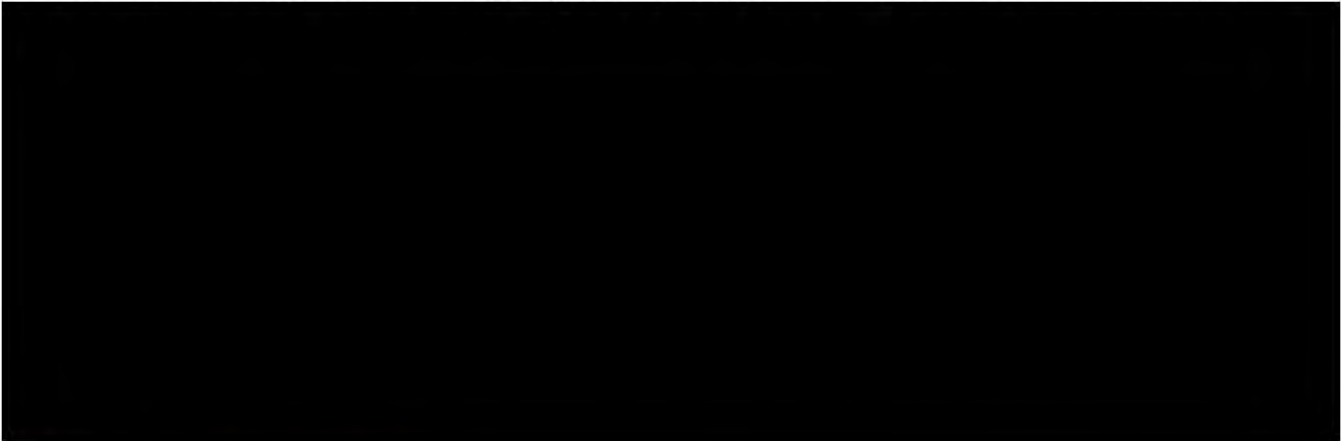
Function /Team	Location (s)	High level Services & BC Recovery Strategy
CS&O Service Desk	Primary: Manchester Secondary: Glasgow	<p>Services:-</p> <ul style="list-style-type: none"> • Enquiries • Access Management • Incident Management • Fault Management • Event Management • Escalation Management • Request Fulfilment • Knowledge Management • Receipt and handling of Customer-reported issues <p>Recovery Strategy:-</p> <ul style="list-style-type: none"> • Redirection of calls. • Pre-planned call diversion plans that will route customer calls to alternate Network Supplier offices • Cross Skilled Resource • Remote working capability <p>Last Tested:-</p> <ul style="list-style-type: none"> • 9 October 2020 • Currently being tested to manage impacts of COVID-19

Technology Converged Assurance Network Operations Centre (NOC)	Newbury Birmingham	<p>Services:-</p> <ul style="list-style-type: none"> Incident Management & communications Service Operations (SO) is the central function that manages Vodafone's Access and Core Network on a day-to-day basis. Birmingham is home to the NOC for IP Data networks where our UK routers are looked after Fixed Voice traffic monitoring and incident fault resolution for STORM services managed via Content Guru IP Data Infrastructure Management <p>Recovery Strategy:-</p> <ul style="list-style-type: none"> Relocate to DR Site which is regularly tested Cross Skilled Resource BC Plan in place to maintain monitoring and diagnostics of the network (24/7/365) BC Plan tested annually <p>Last Tested:-</p> <ul style="list-style-type: none"> 9 March 2020 Currently being tested to manage COVID-19
FLS&SLS UC Teams	Pune, India (1 st & 2 nd Line Support)	<p>Services:-</p> <ul style="list-style-type: none"> Event Monitoring 1st, 2nd & 3rd Line Support Incident & Service Management Change Management <p>Recovery Strategy:-</p> <ul style="list-style-type: none"> Relocate to Primary DR Site (Pune) Relocate to Secondary DR Site (Bangalore/Ahmedabad) Ability to work remotely to support services Divert services to VF UK Support Team (3rd Line Support) Crossed Skilled Resource BC Plan tested annually <p>Last Tested:-</p> <ul style="list-style-type: none"> 1st & 2nd Line Support, India – March 2020 3rd Line Support - currently being tested to manage COVID-19
Vodafone Group Network Operations GNO, Network Application Operations (NAO)	Newbury/Home-based (3 rd Line Support)	

Vodafone Business Platform & Solutions	Newbury Madrid India (Bangalore)	<p>Services:-</p> <ul style="list-style-type: none"> 4th Line/Engineering Support for VONE-C <p>Recovery Strategy:-</p> <ul style="list-style-type: none"> Crossed Skilled Resource Ability to work remotely to support services Backup and restore policy (daily incremental and weekly full back ups) Resilience by design - service hosted across 2 x geo resilient data centres (Swindon & Leeds) DR Failover tested annually <p>Last Tested:-</p> <ul style="list-style-type: none"> VONE-C platform DR Failover – 27 Oct 20 BC Plan being tested to manage COVID-19
VO-IS, Network Internet & Security Team	India – Bangalore	<p>Services:</p> <ul style="list-style-type: none"> Manage all back office configuration for Zscaler platform 2nd Line support and management Zscaler platform (24/7) <p>BC Strategies</p> <ul style="list-style-type: none"> Remote working capability Crossed Skilled Resource Back Up Connectivity & VPN Access (Bangalore & Pune) BC Plan tested annually <p>Last Tested:-</p> <ul style="list-style-type: none"> March 2020 to manage impact COVID
Converged Network Design	Newbury	<p>Services:</p> <ul style="list-style-type: none"> STORM capacity management and planning <p>BC Strategies:</p> <ul style="list-style-type: none"> Remote working capability Crossed Skilled Resource BC Plan tested annually <p>Last Tested:</p> <ul style="list-style-type: none"> BC Plan being tested to manage COVID-19 August 2019

2.1 BC Plan Invocation

In the event of a realized threat or crisis impacting services, should contact the Service Desk in the first instance.



2.2 Incident Categorisation

The Service Desk will categorise the realised threat or crisis utilising the VFUK Incident Management process and escalate the incident within VFUK to ensure that the correct management processes are invoked to enable resolution of the incident. BCPs for teams which provide services to DEFRA will be invoked.

2.3 Incident Communications

VF UK will communicate progress, incident resolution utilising existing communications channels including the Major Incident Service Incident Manager Guide which ensures customers are proactively kept up to date. This includes the following key stakeholders:

Company		Operational Hours
Vodafone UK		24/7
Vodafone UK		24/7
Vodafone UK		Mon-Thurs, 8.30 a.m. to 5.15 p.m. Friday, 8.30 to 4 p.m.
Vodafone UK		Mon-Thurs, 8.30 a.m. to 5.15 p.m. Friday, 8.30 to 4 p.m.
Vodafone UK		Mon-Thurs, 8.30 a.m. to 5.15 p.m. Friday, 8.30 to 4 p.m.

Vodafone UK		Mon-Thurs, 8.30 a.m. to 5.15 p.m. Friday, 8.30 to 4 p.m.
Vodafone UK		Mon-Thurs, 8.30 a.m. to 5.15 p.m. Friday, 8.30 to 4 p.m.
Vodafone UK		Mon-Thurs, 8.30 a.m. to 5.15 p.m. Friday, 8.30 to 4 p.m.
DEFRA		Mon-Fri, 8.30 a.m. to 5.15 p.m.
DEFRA		Mon-Fri, 8.00 a.m. to 4.00 p.m.

2.4 Post Incident Review

All actions that have occurred during any activation of the BCP will be recorded to enable a comprehensive post-incident review to be carried out as part of BAU activities.

2.5 Testing

All Vodafone UK BCPs are exercised annually and/or as a result of significant changes. Upon request dates of exercises for VFUK teams who provide services to DEFRA will be provided as part of the annual review process as per the contract.

NB: Specific technical tests will be pre-agreed and managed by the Vodafone UK Service Manager and the customer, if required.

The table below provides details of the technical failover tests. N/A

Proposed Month	Proposed Test Details	Date completed	Next Proposed Month
N/A			
N/A			

2.6 Plan Maintenance


VFUK will be responsible for Plan maintenance and will review the BCP annually, following the invocation of the BCP as a result of a 'Significant Incident' or upon notification of any significant change (s) to either the operating environment and/or key stakeholders.

2.7 Plan Distribution

2.8 DEFRA Key stakeholders

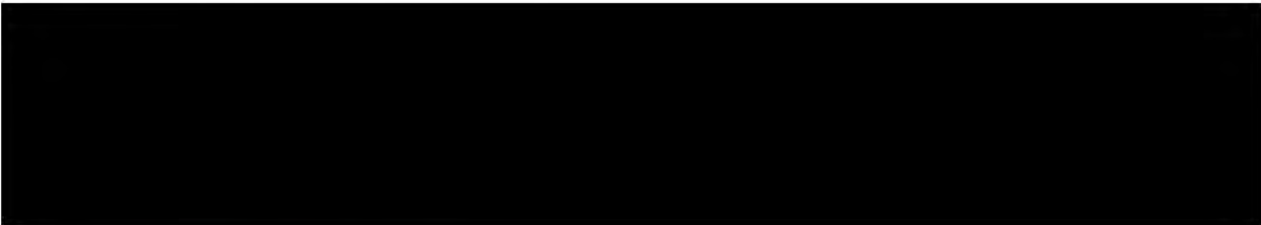
Name	Role	Contact Details
		

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2.9 Vodafone UK Key Stakeholders

Name	Role	Contact Details
[Redacted]		

3. Disaster Recovery

Vodafone Disaster Recovery (DR) involves a set of policies and procedures to enable the recovery or continuation of vital technology infrastructure and systems. This is detailed in Vodafone’s Business Resilience Policy which includes Business Continuity Management, Crisis Management, Technology Resilience (including Disaster Recovery) and Physical Security. The principles of Section 2 – Business Continuity Plan and the Business Resilience Whitepaper (Appendix A) underpin Disaster Recovery requirements.

4. Document Approval

Name	Position	Date
[Redacted]		18 th March 2021
		18 th March 2021
		18 th March 2021

5. Document Control

Version	Date	Details of Changes	Reviewed by
0.1	30 Dec 20	Initial draft	[Redacted]
0.2	14 Jan 21	Updates to internal teams, key stakeholders	
0.3	21 Jan 21	Updates to Internal Teams	
0.4	25 Jan 21	Updates to DEFRA contacts	

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0.5	24 Feb 21	Updated supplier statement in the whitepaper
1.0	8 Apr 21	Updated with sign off from customer and reviewed for final approval with BC/DR team. Version 1.0 to now be circulated to all key stakeholders.



Appendix A - Vodafone UK Business Resilience Whitepaper

Published: 23/06/2021
Version 3.0

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6. 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.

7. 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.

8. Crisis Management

VFUK have an established CM Process as part of our BC Management System (BCMS). The Process is flexible and can be activated to provide support in the event of any abnormal and unstable situation that provides, or may develop into, a threat to our business activities and services that support our customers, people, network and 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 VFUK exercise and test their CM Process throughout the year to enable us to respond in the most efficient manner during a time of Crisis.

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.

9. Business Continuity Management

VFUK has an established BCMS, certified to ISO 22301 that covers all our voice and data services that VFUK provide for our global telecommunication services. Through the delivery of a robust BCMS we enhance our resilience by ensuring that we can continue to operate our business critical functions and services to acceptable, pre-defined, levels during disruptive incidents and crisis. We also subject our Supply Chain to stringent BCMS reviews to satisfy our requirements around our supplier's 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.

10. Technology Resilience

10.1 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.

10.2 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 both 2G, 3G, 4G and 5G coverage, each technology is connected to a different Mobile Telephone Exchange (MTX) to ensure continued availability even in the event of a complete MTX failure.

10.3 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 are available from your Account Management Team.

10.4 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.

11. 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.

12. 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.

13. 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 standards. To further enhance our physical security infrastructure, we have a dedicated 24x7x365 physical security operations centre (VSOC) 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 run annual internal security roadshows which is further supported by regular awareness campaigns to ensure our people practice what is mandated. In addition, all employees complete Security training as part of Vodafone UK's 'Doing What's Right' training

14. 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

Appendix B – Vodafone UK ISO 22301 Certificate



Current issue date:
Expiry date:
Certificate identity number:

19 October 2020
30 April 2023
10293754

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 Lloyd's Register to the following standards:

ISO 22301:2012

Approval number(s): ISO 22301 – 0008735

The scope of this approval is applicable to:

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



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

Call-Off Ref:

Crown Copyright 2018

PART B: Bespoke BCDR Plan

Not used.

Framework Ref: RM3808

Project Version: v1.0

Model Version: v3.0 – Vodafone Direct Award Version