PART B: Direct Award Order Form

Section A

CALL-OFF REFERENCE: BTNS200482

THE BUYER: The Secretary of State for Justice

BUYER ADDRESS 102 Petty France, London SW1H 9AJ

SUPPLIER REFERENCE RM3808-L2-BT0007, RM3808-L2-BT0054

THE SUPPLIER: BRITISH TELECOMMUNICATIONS PLC

SUPPLIER ADDRESS: 81, NEWGATE STREET, LONDON, EC1A 7AJ

REGISTRATION NUMBER: 1800000

DUNS NUMBER: 22 701 5716

SID4GOV ID: N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and the date will be the date on which the final Party has signed the Contract.

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

CALL-OFF LOT(S):

Lot 2

Section B

CALL-OFF INCORPORATED TERMS

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

- 1. This Order Form including the Call-Off Special Terms and Call-Off special Schedules.
- 2. Joint Schedule 1 (Definitions and Interpretation)

Framework Ref: RM3808 Project Version: v1.1 Model Version: v3.2

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3. The following Schedules in equal order of precedence:

Joint Schedules for framework reference number RM3808

- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- o Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 7 (Financial Difficulties)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

Call-Off Schedules for BTNS200482

- Call-Off Schedule 1 (Transparency Reports)
- o Call-Off Schedule 2 (Staff Transfer)
- Call-Off Schedule 6 (ICT Services)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 11 (Installation Works)
- Call-Off Schedule 14 (Service Levels)
- 4. CCS Core Terms (version 3. 0.4)
- 5. Joint Schedule 5 (Corporate Social Responsibility)

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

Section C

CALL-OFF SPECIAL TERMS

Not applicable to RM3808-L2-BT0007 or RM3808-L2-BT0054

CALL-OFF START DATE is the date on which the final Party has signed the Contract.

CALL-OFF EXPIRY DATE is the date on which the Initial Period of the Contract ends.

CALL-OFF INITIAL PERIOD 36 Months

CALL-OFF OPTIONAL EXTENSION PERIOD 24 Months

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION 90 days.

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CATALOGUE SERVICE OFFER REFERENCE: RM3808-L2-BT0007-A (Service Offer) and RM3808-L2-BT0007-H (Price Card), and RM3808-L2-BT0054-A (Service Offer) and RM3808-L2-BT0054-A (Price Card)

Section D

CALL-OFF DELIVERABLES

Provision of Secure Managed LAN service to three YOI sites as listed below. Project includes:

- Supply, installation & maintenance of Cisco LAN and Palo Alto firewall equipment;
 and
- Service management from a secure CNOC

Sites in scope:

[REDACTED]

MAXIMUM LIABILITY

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

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £1.008,560.80

Estimated Charges in the first 12 months of the Contract. The Buyer must always provide a figure here.

CALL-OFF CHARGES

Complete the attached.

[REDACTED]

Total Call-Off Contract Charges - £1,361,971.96

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

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

Section E

REIMBURSABLE EXPENSES

Not Applicable.

PAYMENT METHOD

BACS

BT "ONEBILL" NUMBER

New OneBill to be created

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BUYER'S INVOICE ADDRESS:

SSCL – Her Majesty's Prisons & Probation Service P O Box 745 Newport, Gwent NP10 8ZF

rtowport, owont til 10 021

BUYER'S AUTHORISED REPRESENTATIVE REDACTED

Section F

BUYER'S ENVIRONMENTAL POLICY

Not Applicable.

ADDITIONAL INSURANCES

Not Applicable.

GUARANTEE

Not Applicable.

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)]

STAFF TRANSFER

Not Applicable.

QUALITY PLAN

Not Applicable.

MAINTENANCE OF ICT ENVIRONMENT

Not Applicable.

BUSINESS CONTINUITY AND DISASTER RECOVERY

See BT Business Continuity & Disaster Recovery Plan attached.

[REDACTED]

SECURITY REQUIREMENTS

See BT Security Management Plan attached

[REDACTED]

BUYER'S SECURITY POLICY

Not applicable

INFORMATION SECURITY MANAGEMENT SYSTEM (ISMS)

See BT Security Management Plan attached above.

Framework Ref: RM3808 Project Version: v1.1

Model Version: v3.2

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CLUSTERING

Not Applicable

SERVICE LEVELS AND SERVICE CREDITS

Where applicable, this will be shown in the BT Service Offers, section 4 of RM3808-L2-BT0007 and RM3808-L2-BT0054

Section G

SUPPLIER'S AUTHORISED REPRESENTATIVE REDACTED

SUPPLIER'S CONTRACT MANAGER REDACTED

Section H

PROGRESS REPORT FREQUENCY

Not Applicable

PROGRESS MEETING FREQUENCY

Not Applicable

OPERATIONAL BOARD

Not Applicable

KEY STAFF

Not Applicable

KEY SUBCONTRACTOR(S)

None

COMMERCIALLY SENSITIVE INFORMATION

RM3808-L2-BT0007-H, and RM3808-L2-BT0054-A Price Card data

SIGNATURES

The Service Description, Conditions on the Buyer, Outline Implementation Plan & Service Level Agreement applicable to the delivery of the Service and the associated pricing are as set out in the Supplier's Service Offer with reference code RM3808-L2-BT0007-A (Service Offer) and RM3808-L2-BT0007-H (Price Card), and RM3808-L2-BT0054-A (Service Offer) and RM3808-L2-BT0054-A (Price Card)

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	[REDACTED]	Signature:	[REDACTED]
Name:	[REDACTED]	Name:	[REDACTED]
Role:	[REDACTED]	Role:	[REDACTED]
Date:	[REDACTED]	Date:	[REDACTED]

Joint Schedule 11, clause 1.4 (d) is amended to include "UK" as follows:

- (d) not transfer Personal Data outside of the UK/EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;