



Direct Award Order Form

CALL-OFF REFERENCE: RM3808-1107

THE BUYER: NHS Business Services Authority

BUYER ADDRESS: Stella House, Goldcrest Way, Tyne-Wear,
England, NE15 8NY

SUPPLIER REFERENCE RM3808-Lot6-VodafoneLtd-#054 - Vodafone
Inclusive Value Price Plans Term and Spend

THE SUPPLIER: Vodafone Limited

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

REGISTRATION NUMBER: Registered at Companies House with Company
Number 01471587

DUNS NUMBER: 226488435

SID4GOV ID: Not Applicable

APPLICABLE FRAMEWORK CONTRACT

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

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

CALL-OFF LOT(S):

Lot 6 - Mobile Voice & Data Services

CALL-OFF INCORPORATED TERMS

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

1. This Order Form including the Call-Off Special Terms and Call-Off special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM3808

3. The following Schedules in equal order of precedence:

Joint Schedules for framework reference number RM3808

- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 7 (Financial Difficulties)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Call-Off Schedules for RM3808-1107
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 11 (Installation Works)
 - Call-Off Schedule 12 (Clustering)
 - Call-Off Schedule 14 (Service Levels)

4. CCS Core Terms (version 3. 0.5)

5. Joint Schedule 5 (Corporate Social Responsibility)

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

CALL-OFF SPECIAL TERMS

Notwithstanding anything else to the contrary in this Call Off Contract but without prejudice to the terms of the Supplier's Service Offer, as a result of the COVID-19 pandemic and the UK Government's recent instructions/guidance, Vodafone and its subcontractors are required to implement a number of measures in order to protect its employees, its customers and the general UK population. These measures will apply to this Call Off Contract until the instructions/guidance from the UK Government changes.

Accordingly there may be a delay to the provisioning, installation, support and maintenance elements of its Services for the following areas:

1. the provisioning, installation and testing of Services which require access to or working at Customer premises;
2. the maintenance and repair of the Services which require access to or working at Customer premises.

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Notwithstanding the above, Vodafone will prioritise essential work at Customer premises for critical national infrastructure customers designated as such by the UK Government at all times.

In cases where, in Vodafone's opinion, providing the Services would present a risk to the health and safety of Vodafone's employees (or those of its sub-contractors), the Customer, its employees and users, or the public, Vodafone will be obliged to place work on such Services into a delay status and will adjust the dates included in any project implementation plan (or similar delivery plan) accordingly.

In every case, the COVID-19 pandemic, the actions of the UK Government (and any other governments or official bodies), and the impacts on global supply and distribution, are beyond Vodafone's control and may affect the performance of our obligations. Whilst we will continue to do our best to mitigate the impact of this on our customers, for the duration of these events, where Vodafone cannot meet (a) any delivery dates (for hardware or services) or needs to adjust implementation plans or (b) any relevant Service Levels (or similar Service performance criteria), it is relieved of any accompanying liability or obligations to pay any corresponding service credits or similar payments.

| | |
|---|---|
| CALL-OFF START DATE | 1st Feb 2022 |
| CALL-OFF EXPIRY DATE | Shall be 24 months from the Call-Off Start Date |
| CALL-OFF INITIAL PERIOD | Shall be 24 months from the Call-Off Start Date |
| CALL-OFF OPTIONAL EXTENSION PERIOD | 12 Months |

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION

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

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#054 - Vodafone Inclusive Value Price Plans Term and Spend

CALL-OFF DELIVERABLES

Spend Manager

Usage Limits:

The Buyer has opted in to Vodafone Enterprise Spend Manager: Opt in All –
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Individual Usage & Group Data Sharer;

The usage limit(s) that the Buyer has applied will be sent by SMS to the Lead Connection and/or the applicable connection(s).

Deliverable 1: Public Sector Inclusive Value 250MB 24m Sharer; Quantity: 292

Deliverable 2: Public Sector Inclusive Value 2.5GB Sharer 24m; Quantity: 170

Deliverable 3: Public Sector Inclusive Value MBB 2.5GB Sharer 24m; Quantity: 134

Deliverable 4: Public Sector Inclusive Value Voice Only 24m; Quantity: 3

Deliverable 5: Public Sector Inclusive Value 10GB Sharer 24m; Quantity: 30

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 £66586.80

CALL-OFF CHARGES

Deliverable 1: Public Sector Inclusive Value 250MB 24m Sharer; Quantity: 292, Charge per unit (e.g. per connection or licence): £6.30; Charge Term: Monthly; Total Charge for Deliverable 1 per Charge Term: £1839.60; Non-Recurring Charge: £0; Total Technology Fund: £40,000

Deliverable 2: Public Sector Inclusive Value 2.5GB Sharer 24m; Quantity: 170, Charge per unit (e.g. per connection or licence): £11; Charge Term: Monthly; Total Charge for Deliverable 2 per Charge Term: £1870; Non-Recurring Charge: £0; Total Technology Fund: £0

Deliverable 3: Public Sector Inclusive Value MBB 2.5GB Sharer 24m; Quantity: 134, Charge per unit (e.g. per connection or licence): £8.00; Charge Term: Monthly; Total Charge for Deliverable 3 per Charge Term: £1072; Non-Recurring Charge: £0; Total Technology Fund: £13,400

Deliverable 4: Public Sector Inclusive Value Voice Only 24m; Quantity: 3, Charge per unit (e.g. per connection or licence): £3.60; Charge Term: Monthly; Total Charge for Deliverable 4 per Charge Term: £10.80; Non-Recurring Charge: £0; Total Technology Fund: £0

Deliverable 5: Public Sector Inclusive Value 10GB Sharer 24m; Quantity: 30, Charge per unit (e.g. per connection or licence): £25.00; Charge Term: Monthly; Total Charge for Deliverable 5 per Charge Term: £750; Non-Recurring Charge: £0; Total Technology Fund: £0

Total Airtime Credit: Not Applicable

Total Cash Bonus: Not Applicable

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Total Innovation Fund: Not Applicable

Minimum Spend: £133173.60

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

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

REIMBURSABLE EXPENSES

Not recoverable

PAYMENT METHOD

Direct Debit

BUYER'S INVOICE ADDRESS:

TBC

TBC

TBC

TBC

BUYER'S AUTHORISED REPRESENTATIVE

[Redacted]

BUYER'S ENVIRONMENTAL POLICY

Not Applicable.

ADDITIONAL INSURANCES

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

GUARANTEE

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

SOCIAL VALUE COMMITMENT

Not Applicable.

STAFF TRANSFER

The following parts of Call-Off Schedule 2 (Staff Transfer) shall apply:
Part C (No Staff Transfer On Start Date); and

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Part E (Staff Transfer on Exit).

QUALITY PLAN

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

MAINTENANCE OF ICT ENVIRONMENT

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

BUSINESS CONTINUITY AND DISASTER RECOVERY

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

SECURITY REQUIREMENTS

In accordance with Call-Off Schedule 9, Part A (Short Form Security Requirements) to apply.

BUYER'S SECURITY POLICY

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

INFORMATION SECURITY MANAGEMENT SYSTEM (ISMS)

Not Applicable.

CLUSTERING

Not Applicable.

SERVICE LEVELS AND SERVICE CREDITS

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

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

The required Service Maintenance Level is Level 1.

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

The Service Period is one (1) Month.

SUPPLIER'S AUTHORISED REPRESENTATIVE

[Redacted Signature]

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

SUPPLIER'S CONTRACT MANAGER



Vodafone House, The Connection, Newbury, RG14 2FN

PROGRESS REPORT FREQUENCY

Not Applicable.

PROGRESS MEETING FREQUENCY

Not Applicable.

OPERATIONAL BOARD

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

KEY STAFF

Not Applicable.

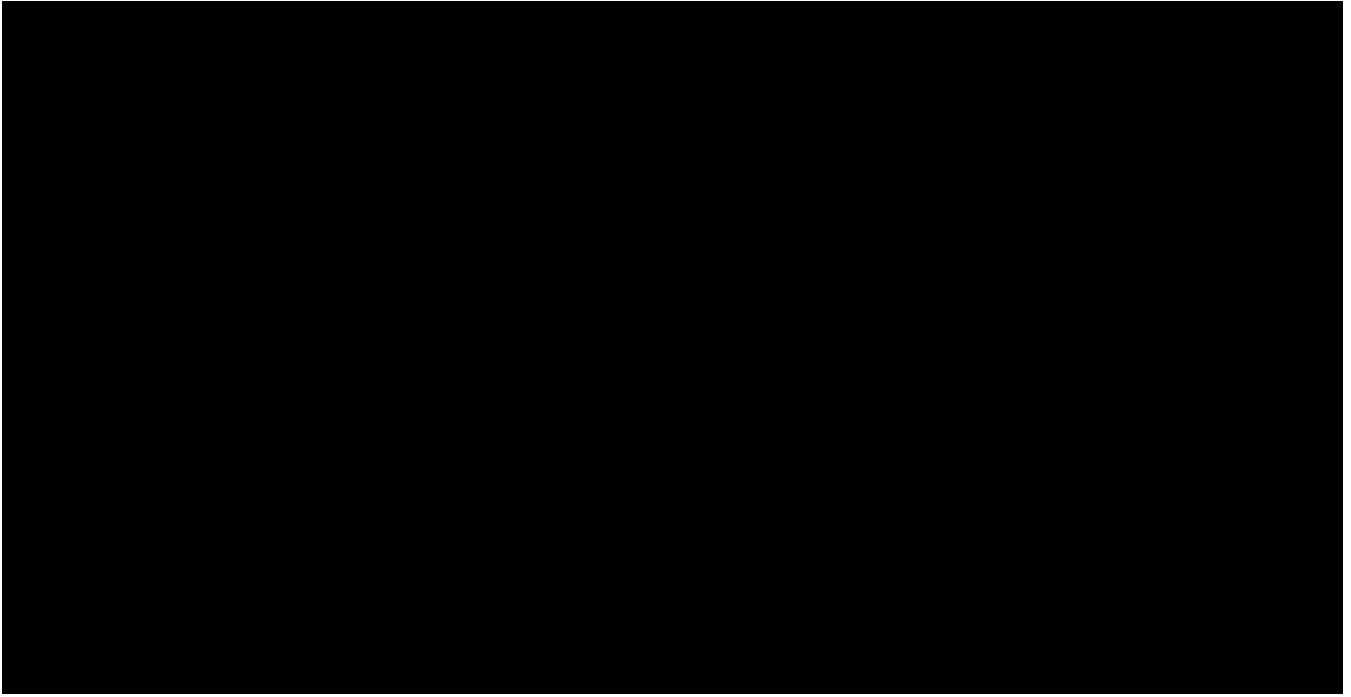
KEY SUBCONTRACTOR(S)

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

COMMERCIALLY SENSITIVE INFORMATION

Supplier's Commercially Sensitive Information.

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Core Terms (version 3.0.5)

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Core Terms Document (version 3.0.5)

1. Definitions used in the contract

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

2. How the contract works

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

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

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

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

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

2.5 Each Call-Off Contract:

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

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

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- 2.7 The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.
- 2.8 The Supplier won't be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:
- verify the accuracy of the Due Diligence Information
 - properly perform its own adequate checks
- 2.9 CCS and the Buyer won't be liable for errors, omissions or misrepresentation of any information.
- 2.10 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

3. What needs to be delivered

3.1 All deliverables

3.1.1 The Supplier must provide Deliverables:

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

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

3.2 Goods clauses

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

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- 3.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.
- 3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.
- 3.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.
- 3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- 3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- 3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- 3.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with Clause 3. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.

3.3 Services clauses

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

- 3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.
- 3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.
- 3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to each Contract.
- 3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 3.3.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- 3.3.7 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

4. Pricing and payments

- 4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.
- 4.2 CCS must invoice the Supplier for the Management Charge and the Supplier must pay it using the process in Framework Schedule 5 (Management Charges and Information).
- 4.3 All Charges and the Management Charge:
 - exclude VAT, which is payable on provision of a valid VAT invoice
 - include all costs connected with the Supply of Deliverables
- 4.4 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.
- 4.5 A Supplier invoice is only valid if it:
 - includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer
 - includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any)

- doesn't include any Management Charge (the Supplier must not charge the Buyer in any way for the Management Charge)
- 4.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- 4.7 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, CCS or the Buyer can publish the details of the late payment or non-payment.
- 4.8 If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables and that cost is reimbursable by the Buyer, then CCS or the Buyer may either:
- require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items
 - enter into a direct agreement with the Subcontractor or third party for the relevant item
- 4.9 If CCS or the Buyer uses Clause 4.8 then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.
- 4.10 CCS and the Buyer's right to enter into a direct agreement for the supply of the relevant items is subject to both:
- the relevant item being made available to the Supplier if required to provide the Deliverables
 - any reduction in the Framework Prices (and where applicable, the Charges) excludes any unavoidable costs that must be paid by the Supplier for the substituted item, including any licence fees or early termination charges
- 4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless they're ordered to do so by a court.
- 5. The buyer's obligations to the supplier**
- 5.1 If Supplier Non-Performance arises from an Authority Cause:
- neither CCS or the Buyer can terminate a Contract under Clause 10.4.1

- the Supplier is entitled to reasonable and proven additional expenses and to relief from Delay Payments, liability and Deduction under this Contract
- the Supplier is entitled to additional time needed to make the Delivery
- the Supplier cannot suspend the ongoing supply of Deliverables

5.2 Clause 5.1 only applies if the Supplier:

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

6. Record keeping and reporting

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

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

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

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

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

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

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

- the methodology of the review
- the sampling techniques applied

- details of any issues
- any remedial action taken

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

7. Supplier staff

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

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

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

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

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

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

8. Rights and protection

8.1 The Supplier warrants and represents that:

- it has full capacity and authority to enter into and to perform each Contract
- each Contract is executed by its authorised representative
- it is a legally valid and existing organisation incorporated in the place it was formed
- there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract

- it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract
 - it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract
 - it is not impacted by an Insolvency Event
 - it will comply with each Call-Off Contract
- 8.2 The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 8.3 The Supplier indemnifies both CCS and every Buyer against each of the following:
- wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract
 - non-payment by the Supplier of any tax or National Insurance
- 8.4 All claims indemnified under this Contract must use Clause 26.
- 8.5 CCS or a Buyer can terminate the Contract for breach of any warranty or indemnity where they are entitled to do so.
- 8.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.
- 8.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

9. Intellectual Property Rights (IPRs)

- 9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:
- receive and use the Deliverables
 - make use of the deliverables provided by a Replacement Supplier
- 9.2 Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.

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- 9.3 Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.
- 9.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 9.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
- obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR
 - replace or modify the relevant item with substitutes that don't infringe IPR without adversely affecting the functionality or performance of the Deliverables

10. Ending the contract

- 10.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.
- 10.2 The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.

10.3 Ending the contract without a reason

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

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

10.4 When CCS or the buyer can end a contract

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

- there's a Supplier Insolvency Event

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

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

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

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

- reject the Rectification Plan or revised Rectification Plan, giving reasons

- accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost,
- unless agreed otherwise by the Parties

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

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

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

10.5 What happens if the contract ends

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

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

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

10.5.3 Accumulated rights of the Parties are not affected.

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

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

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

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

10.6 When the supplier can end the contract

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

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

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

10.7 When subcontracts can be ended

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

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

10.8 Partially ending and suspending the contract

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

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

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

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

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

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

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

11. How much you can be held responsible for

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

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

11.3 No Party is liable to the other for:

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

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

- its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors
- its liability for bribery or fraud or fraudulent misrepresentation by it or its employees
- any liability that cannot be excluded or limited by Law

- its obligation to pay the required Management Charge or Default Management Charge
- 11.5 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3, 9.5, 12.2 or 14.9 or Call-Off Schedule 2 (Staff Transfer) of a Contract.
- 11.6 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.
- 11.7 When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:
- Deductions
 - any items specified in Clause 11.5
- 11.8 If more than one Supplier is party to a Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

12. Obeying the law

- 12.1 The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).
- 12.2 The Supplier indemnifies CCS and every Buyer against any costs resulting from any Default by the Supplier relating to any applicable Law to do with a Contract.
- 12.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

13. Insurance

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

14. Data protection

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

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- 14.2 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).
- 14.3 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 14.4 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.
- 14.5 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.
- 14.6 If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.
- 14.7 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:
- tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier
 - restore the Government Data itself or using a third party
- 14.8 The Supplier must pay each Party's reasonable costs of complying with Clause 14.7 unless CCS or the Buyer is at fault.
- 14.9 The Supplier:
- must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request
 - must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading
 - must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice
 - securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it

- indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

15. What you must keep confidential

15.1 Each Party must:

- keep all Confidential Information it receives confidential and secure
- not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, except for the purposes anticipated under the Contract
- immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information

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

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

15.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its

obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.

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

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

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

15.6 Transparency Information is not Confidential Information.

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

16. When you can share information

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

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

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

16.3 The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format

of the disclosure is the Relevant Authority's decision, which does not need to be reasonable.

17. Invalid parts of the contract

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

18. No other terms apply

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

19. Other people's rights in a contract

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

20. Circumstances beyond your control

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

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

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

20.3 Where a Party terminates under Clause 20.2:

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

21. Relationships created by the contract

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

22. Giving up contract rights

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

23. Transferring responsibilities

- 23.1 The Supplier can not assign a Contract without the Relevant Authority's written consent.
- 23.2 The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Relevant Authority.
- 23.3 When CCS or the Buyer uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.
- 23.4 The Supplier can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.
- 23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 23.6 If CCS or the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:
- their name
 - the scope of their appointment
 - the duration of their appointment

24. Changing the contract

- 24.1 Either Party can request a Variation to a Contract which is only effective if agreed in writing and signed by both Parties
- 24.2 The Supplier must provide an Impact Assessment either:
- with the Variation Form, where the Supplier requests the Variation
 - within the time limits included in a Variation Form requested by CCS or the Buyer
- 24.3 If the Variation to a Contract cannot be agreed or resolved by the Parties, CCS or the Buyer can either:
- agree that the Contract continues without the Variation

- terminate the affected Contract, unless in the case of a Call-Off Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them
 - refer the Dispute to be resolved using Clause 34 (Resolving Disputes)
- 24.4 CCS and the Buyer are not required to accept a Variation request made by the Supplier.
- 24.5 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Framework Prices or the Charges.
- 24.6 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give CCS and the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, Framework Prices or a Contract and provide evidence:
- that the Supplier has kept costs as low as possible, including in Subcontractor costs
 - of how it has affected the Supplier's costs
- 24.7 Any change in the Framework Prices or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.

25. How to communicate about the contract

- 25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.
- 25.2 Notices to CCS must be sent to the CCS Authorised Representative's address or email address in the Framework Award Form.
- 25.3 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.
- 25.4 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

26. Dealing with claims

- 26.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.
- 26.2 At the Indemnifier's cost the Beneficiary must both:
- allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim
 - give the Indemnifier reasonable assistance with the claim if requested
- 26.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which can not be unreasonably withheld or delayed.
- 26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that doesn't damage the Beneficiary's reputation.
- 26.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
- 26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.
- 26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
- the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money
 - the amount the Indemnifier paid the Beneficiary for the Claim

27. Preventing fraud, bribery and corruption

- 27.1 The Supplier must not during any Contract Period:
- commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2)
 - do or allow anything which would cause CCS or the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them

27.2 The Supplier must during the Contract Period:

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

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

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

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

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

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

28. Equality, diversity and human rights

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

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

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

29. Health and safety

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

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

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

30. Environment

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

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

31. Tax

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

31.2 Where the Charges payable under a Contract with the Buyer are or are likely to exceed £5 million at any point during the relevant Contract Period, and an

Occasion of Tax Non-Compliance occurs, the Supplier must notify CCS and the Buyer of it within 5 Working Days including:

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

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

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

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

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

32. Conflict of interest

- 32.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.
- 32.2 The Supplier must promptly notify and provide details to CCS and each Buyer if a Conflict of Interest happens or is expected to happen.
- 32.3 CCS and each Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

33. Reporting a breach of the contract

- 33.1 As soon as it is aware of it the Supplier and Supplier Staff must report to CCS or the Buyer any actual or suspected breach of:
- Law
 - Clause 12.1
 - Clauses 27 to 32
- 33.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Buyer or a Prescribed Person.

34. Resolving disputes

- 34.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.
- 34.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.
- 34.3 Unless the Relevant Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
- determine the Dispute

- grant interim remedies
- grant any other provisional or protective relief

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

34.5 The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.

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

35. Which law applies

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

Framework Special Terms

Framework Special Terms

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

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

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

| | |
|--|--|
| | <p>the Buyer must promptly pay all outstanding Charges incurred to the Supplier</p> <p>the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated</p> <p>Clauses 10.5.3 to 10.5.7 apply</p> |
|--|--|

Joint Schedules

Joint Schedule 1 (Definitions)

- 1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In each Contract, unless the context otherwise requires:
 - 1.3.1 the singular includes the plural and vice versa;
 - 1.3.2 reference to a gender includes the other gender and the neuter;
 - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 1.3.5 the words **"including"**, **"other"**, **"in particular"**, **"for example"** and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words **"without limitation"**;
 - 1.3.6 references to **"writing"** include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.3.7 references to **"representations"** shall be construed as references to present facts, to **"warranties"** as references to present and future facts and to **"undertakings"** as references to obligations under the Contract;
 - 1.3.8 references to **"Clauses"** and **"Schedules"** are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
 - 1.3.9 references to **"Paragraphs"** are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided; and
 - 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified.

1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract.

1.3.12 Where the Buyer is a Crown Body it shall be treated as contracting with the Crown as a whole.

1.4 In each Contract, unless the context otherwise requires, the following words shall have the following meanings:

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

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| | <p>to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;</p> <p>f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;</p> <p>g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</p> <p>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</p> <p>i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;</p> <p>j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources;</p> <p>k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;</p> |
| "Auditor" | <p>a) the Buyer's internal and external auditors;</p> <p>b) the Buyer's statutory or regulatory auditors;</p> <p>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>d) HM Treasury or the Cabinet Office;</p> <p>e) any party formally appointed by the Buyer to carry out audit or similar review functions; and</p> <p>f) successors or assigns of any of the above;</p> |
| "Authority" | CCS and each Buyer; |
| "Authority Cause" | any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier; |
| "BACS" | the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom; |

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

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| "Catalogue" | the Supplier's catalogue of Deliverables available to Buyers to order without Further Competition; |
| "Catalogue Publication Portal" | the CCS online publication channel via which Buyers can view the Catalogue; |
| "CCS" | the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP; |
| "CCS Authorised Representative" | the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form; |
| "Central Government Body" | <p>a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none"> a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency; |
| "Change in Law" | any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date; |
| "Change of Control" | a change of control within the meaning of Section 450 of the Corporation Tax Act 2010; |
| "Charges" | the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions; |
| "Claim" | any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract; |
| "Commercially Sensitive Information" | the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss; |
| "Comparable Supply" | the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables; |
| "Compliance Officer" | the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations; |

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

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

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| | carrying out functions on its behalf; |
| "CRTPA" | the Contract Rights of Third Parties Act 1999; |
| "Data Protection Legislation" | (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy; |
| "Data Protection Impact Assessment" | an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data; |
| "Data Protection Officer" | has the meaning given to it in the GDPR; |
| "Data Subject" | has the meaning given to it in the GDPR |
| "Data Loss Event" | any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach; |
| "Data Subject Request" | a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data; |
| "Deductions" | all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract; |
| "Default" | any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority; |
| "Default Management Charge" | has the meaning given to it in Paragraph 7.1.1 of Framework Schedule 5 (Framework Management); |
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| "Delay Payments" | the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan; |
| "Deliverables" | Goods and/or Services that may be ordered under the Contract including the Documentation; |
| "Delivery" | delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is |

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

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

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| | (whether prior to the Start Date or otherwise); |
| "Expiry Date" | the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates); |
| "Extension Period" | the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates; |
| "FOIA" | the Freedom of Information Act 2000 as amended from time to time and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation; |
| "Force Majeure Event" | <p>any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from:</p> <ul style="list-style-type: none"> a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract; b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; c) acts of a Crown Body, local government or regulatory bodies; d) fire, flood or any disaster; or e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding: <ul style="list-style-type: none"> a) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; b) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and c) any failure of delay caused by a lack of funds; |
| "Force Majeure Notice" | a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event; |
| "Framework Award Form" | the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS; |
| "Framework Contract" | the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice; |
| "Framework" | the period from the Framework Start Date until the End Date or |

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

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| | within the relevant industry or business sector; |
| "Government" | the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf; |
| "Government Data" | <p>a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which:</p> <p>i) are supplied to the Supplier by or on behalf of the Authority; or</p> <p>ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract; or</p> <p>b) any Personal Data for which the Authority is the Controller;</p> |
| "Government Procurement Card" | <p>the Government's preferred method of purchasing and payment for low value goods or services</p> <p>https://www.gov.uk/government/publications/government-procurement-card--2;</p> |
| "Guarantor" | the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract; |
| "Halifax Abuse Principle" | the principle explained in the CJEU Case C-255/02 Halifax and others; |
| "Health and Social Care Network or HSCN" | <p>the government's network for health and social care, which helps all organisations involved in health and social care delivery to work together and interoperate; and as described at</p> <p>https://digital.nhs.uk/services/health-and-social-care-network;</p> |
| "HMRC" | Her Majesty's Revenue and Customs; |
| "ICT Environment" | the ICT systems related to a Call-Off Contract described in Call-Off Schedule 6 (ICT Services); |
| "ICT Policy" | the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure; |
| "ICT Services" | the ICT related Services to be delivered under a Call-Off Contract described in Call-Off Schedule 6 (ICT Services); |
| "Impact Assessment" | <p>an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:</p> <p>a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other</p> |

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

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

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| "Key Subcontractor" | <p>any Subcontractor:</p> <p>a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</p> <p>b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or</p> <p>c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract,</p> <p>and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;</p> |
| "Know-How" | all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date; |
| "Law" | any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply; |
| "Lots" | the number of lots specified in Framework Schedule 1 (Specification), if applicable; |
| "Losses" | all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly; |
| "LED" | Law Enforcement Directive (Directive (EU) 2016/680) |
| "Man Day" | 7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; |
| "Man Hours" | the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks; |
| "Management Information" or "MI" | the management information specified in Framework Schedule 5 (Management Charges and Information); |
| "Management Charge" | the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 |

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

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| | <p>Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or</p> <p>b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p> |
| "OJEU Contract Notice" | has the meaning given to it in the Framework Award Form; |
| "Open Book Data" | <p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:</p> <p>a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;</p> <p>b) operating expenditure relating to the provision of the Deliverables including an analysis showing:</p> <p>i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;</p> <p>ii) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade;</p> <p>iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and</p> <p>iv) Reimbursable Expenses, if allowed under the Order Form;</p> <p>c) Overheads;</p> <p>d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</p> <p>e) the Supplier Profit achieved over the Framework Contract Period and on an annual basis;</p> <p>f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;</p> <p>g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and</p> <p>h) the actual Costs profile for each Service Period;</p> |

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

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| Meeting Frequency" | Meeting in accordance with Clause 6.1 as specified in the Order Form; |
| "Progress Report" | a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates; |
| "Progress Report Frequency" | the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form; |
| "Prohibited Acts" | <p>a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</p> <ul style="list-style-type: none"> i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; <p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>c) committing any offence:</p> <ul style="list-style-type: none"> i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ii) under legislation or common law concerning fraudulent acts; or iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or <p>d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p> |
| "Protective Measures" | <p>technical and organisational measures which must take account of:</p> <ul style="list-style-type: none"> a) the nature of the data to be protected b) harm that might result from Data Loss Event; c) state of technological development d) the cost of implementing any measures <p>including but not limited to pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;</p> |
| "Public Services Network or PSN" | the network of networks delivered through multiple service providers, as further detailed in the PSN operating model; and described at https://www.gov.uk/government/groups/public- |

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| | services-network ; |
| "Recall" | a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance; |
| "Recipient Party" | the Party which receives or obtains directly or indirectly Confidential Information; |
| "Rectification Plan" | <p>the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan Template) which shall include:</p> <ul style="list-style-type: none"> a) full details of the Default that has occurred, including a root cause analysis; b) the actual or anticipated effect of the Default; and c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable); |
| "Rectification Plan Process" | the process set out in Clause 10.4.3 to 10.4.5 (Rectification Plan Process); |
| "Regulations" | the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time; |
| "Reimbursable Expenses" | <p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:</p> <ul style="list-style-type: none"> a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed; |
| "Relevant Authority" | the Authority which is party to the Contract to which a right or obligation is owed, as the context requires; |
| "Relevant Authority's Confidential Information" | <ul style="list-style-type: none"> a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR); b) any other information clearly designated as being confidential |

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

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

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

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

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

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| | Milestones; |
| "Tests and Testing" | any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and "Tested" shall be construed accordingly; |
| "Third Party IPR" | Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables; |
| "Time and Materials" | a pricing mechanism whereby the Buyer agrees to pay the Supplier based upon the work performed by the Supplier's employees and Sub-Contractors, and for materials used in the project, no matter how much work is required to complete the project; |
| "Transferring Supplier Employees" | those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date; |
| "Transparency Information" | the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and (ii) Commercially Sensitive Information; |
| "Transparency Reports" | the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports); |
| "US-EU Privacy Shield Register" | a list of companies maintained by the United States of America Department for Commerce that have self-certified their commitment to adhere to the European legislation relating to the processing of personal data to non-EU countries which is available online at: https://www.privacyshield.gov/list ; |
| "Variation" | has the meaning given to it in Clause 24 (Changing the contract); |
| "Variation Form" | the form set out in Joint Schedule 2 (Variation Form); |
| "Variation Procedure" | the procedure set out in Clause 24 (Changing the contract); |
| "VAT" | value added tax in accordance with the provisions of the Value Added Tax Act 1994; |
| "Worker" | any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and |
| "Working Day" | any day other than a Saturday or Sunday or public holiday in |

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

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

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

Signature

Date

Name (in Capitals)

Address

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

Signature

Date

Name (in Capitals)

Address

Joint Schedule 3 (Insurance Requirements)

1. The insurance you need to have

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

2. How to manage the insurance

- 2.1 Without limiting the other provisions of this Contract, the Supplier shall:
 - 2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;

- 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
- 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

3. What happens if you aren't insured

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

4. Evidence of insurance you must provide

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

5. Making sure you are insured to the required amount

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

6. Cancelled Insurance

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

which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

7. Insurance claims

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX: Required Insurances

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

Joint Schedule 4 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

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

| No. | Date | Item(s) | Duration of Confidentiality |
|-----|------------|--|-----------------------------|
| 1 | 31.01.2019 | Document Name; Attachment 3 - RM3808 Framework Prices v1.4 | 31.01.2023 |

Joint Schedule 5 (Corporate Social Responsibility)

1. What we expect from our Suppliers

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

2. Equality and Accessibility

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

3. Modern Slavery, Child Labour and Inhumane Treatment

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

- 3.1 The Supplier:
 - 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;

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

4. Income Security

4.1 The Supplier shall:

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

wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;

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

5. Working Hours

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

by individuals and by the Supplier Staff as a whole;

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

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

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

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

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6. Sustainability

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

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

Joint Schedule 6 (Key Subcontractors)

1. Restrictions on certain Subcontractors

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

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- 1.4.5 for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Call Off Contract Period; and
- 1.4.6 (where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Difficulties)) of the Key Subcontractor.

Joint Schedule 7 (Financial Difficulties)

1. Definitions

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

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

| | |
|---|--|
| | <p>iii) any financial indebtedness of the Monitored Company becoming due as a result of an event of default; or</p> <p>iv) the cancellation or suspension of any financial indebtedness in respect of the Monitored Company</p> <p>in each case which CCS reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance of any Contract and delivery of the Deliverables in accordance with any Call-off Contract;</p> |
| "Financial Distress Service Continuity Plan" | a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with each Call-Off Contract in the event that a Financial Distress Event occurs; |
| "Monitored Company" | the Supplier; |
| "Rating Agencies" | the rating agencies listed in Annex 1. |

2. When this Schedule applies

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

3. What happens when your credit rating changes

- 3.1 The Supplier warrants and represents to CCS that as at the Start Date the long term credit ratings issued for the Monitored Companies by each of the Rating Agencies are as set out in Annex 2.
- 3.2 The Supplier shall promptly (and in any event within five (5) Working Days) notify CCS in writing if there is any downgrade in the credit rating issued by any Rating Agency for a Monitored Company.
- 3.3 If there is any downgrade credit rating issued by any Rating Agency for either the Monitored Company the Supplier shall ensure that the Monitored Company's auditors thereafter provide CCS within 10 Working Days of the end of each Contract Year and within 10 Working Days of written request by CCS (such requests not to exceed 4 in any Contract Year) with written calculations of the quick ratio for the Monitored Company be as at the end of each Contract Year or such other date as may be requested by CCS. For these purposes the "quick ratio" on any date means:

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

where:

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

3.4 The Supplier shall:

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

the fact, circumstance or matter which could cause a Financial Distress Event.

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

4. What happens if there is a financial distress event

- 4.1 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if CCS becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and CCS shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.

- 4.2 In the event that a Financial Distress Event arises due to a Key Subcontractor notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute then, CCS shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier ten (10) Working Days to:

- 4.2.1 rectify such late or non-payment; or
- 4.2.2 demonstrate to CCS's reasonable satisfaction that there is a valid reason for late or non-payment.

- 4.3 The Supplier shall and shall procure that the other Monitored Companies shall:

- 4.3.1 at the request of CCS meet CCS as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of each Contract and delivery of the Deliverables in accordance each Call-Off Contract; and

- 4.3.2 where CCS reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1) that the Financial Distress Event could impact on the continued performance of each Contract and delivery of the Deliverables in accordance with each Call-Off Contract:

- (a) submit to CCS for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days

- of the initial notification (or awareness) of the Financial Distress Event); and
 - (b) provide such financial information relating to the Monitored Company as CCS may reasonably require.
- 4.4 If CCS does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to CCS within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is Approved by CCS or referred to the Dispute Resolution Procedure.
- 4.5 If CCS considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.
- 4.6 Following Approval of the Financial Distress Service Continuity Plan by CCS, the Supplier shall:
 - 4.6.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance each Contract and delivery of the Deliverables in accordance with each Call-Off Contract;
 - 4.6.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 4.6.1, submit an updated Financial Distress Service Continuity Plan to CCS for its Approval, and the provisions of Paragraphs 4.5 and 4.6 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and
 - 4.6.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).
- 4.7 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify CCS and subject to

the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 4.6.

- 4.8 CCS shall be able to share any information it receives from the Supplier in accordance with this Paragraph with any Buyer who has entered into a Call-Off Contract with the Supplier.

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

- 5.1 CCS shall be entitled to terminate this Contract and Buyers shall be entitled to terminate their Call-Off Contracts for material Default if:

- 5.1.1 the Supplier fails to notify CCS of a Financial Distress Event in accordance with Paragraph 3.4; and/or
- 5.1.2 CCS and the Supplier fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 4.3 to 4.5; and/or
- 5.1.3 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 4.6.3.

6. What happens If your credit rating is still good

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

- 6.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6; and
- 6.1.2 CCS shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.3.2(b).

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ANNEX 1: Rating Agencies

Rating Agency 1: Dun & Bradstreet

ANNEX 2: Credit Ratings & Credit Rating Thresholds

Part 1: Current Rating

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

Joint Schedule 10 (Rectification Plan)

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

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

Joint Schedule 11 (Processing Data)

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

- (i) the Processor Personnel do not process Personal Data except in accordance with this Contract (and in particular this Joint Schedule 11 (Processing Data));
- (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

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

- (a) receives a Data Subject Request (or purported Data Subject Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Data Loss Event.
- 1.6 The Processor's obligation to notify under paragraph 1.5 shall include the provision of further information to the Controller in phases, as details become available.
- 1.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 1.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
 - (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Data Loss Event;
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 1.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - (a) the Controller determines that the processing is not occasional;
 - (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or

Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or

- (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

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

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Joint Schedule 11 (Processing Data) Annex comes after the Call-Off Schedules

Call-Off Schedules

Call-Off Schedule 1 (Transparency Reports)

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

Annex A: List of Transparency Reports

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

Call-Off Schedule 2 (Staff Transfer)

1. Definitions

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

| | |
|-----------------------------|--|
| "Employee Liability" | <p>all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:</p> <ul style="list-style-type: none">a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;b) unfair, wrongful or constructive dismissal compensation;c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;d) compensation for less favourable treatment of part-time workers or fixed term employees;e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance and also including any payments arising in respect of pensions;f) claims whether in tort, contract or statute or otherwise; <p>any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;</p> |
| "Former Supplier" | <p>a supplier supplying the Deliverables to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Deliverables (or any part of the Deliverables) and shall include any Sub-contractor of such supplier (or any Sub-contractor of any such Sub-contractor);</p> |

| | |
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| "Partial Termination" | the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract); |
| "Relevant Transfer" | a transfer of employment to which the Employment Regulations applies; |
| "Relevant Transfer Date" | in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part D: Pensions, shall include the Commencement Date, where appropriate; |
| "Supplier's Final Supplier Personnel List" | a list provided by the Supplier of all Supplier Personnel whose will transfer under the Employment Regulations on the Service Transfer Date; |
| "Supplier's Provisional Supplier Personnel List" | a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier; |
| "Staffing Information" | <p>in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Laws), but including in an anonymised format:</p> <ul style="list-style-type: none"> (a) their ages, dates of commencement of employment or engagement, gender and place of work; (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise; (c) the identity of the employer or relevant contracting Party; (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments; |

- (e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

| | |
|---|--|
| "Term" | the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract; |
| "Transferring Buyer Employees" | those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date; |
| "Transferring Former Supplier Employees" | in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date. |

2. Interpretation

Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Sub-contractor, as the case may be and where the Sub-contractor fails to satisfy any claims under

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such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

3. Which parts of this Schedule apply

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

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

PART C: No Staff Transfer on the Start Date

1. What happens if there is a staff transfer

- 1.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.
- 1.2 Subject to Paragraphs 1.3, 1.4 and 1.5, if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Sub-contractor pursuant to the Employment Regulations then:
 - 1.2.1 the Supplier will, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing;
 - 1.2.2 the Buyer may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;
 - 1.2.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;
 - 1.2.4 if after the period referred to in Paragraph 1.2.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

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

 - (a) the Buyer will indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2; and
 - (b) the Buyer will procure that the Former Supplier indemnifies the Supplier and/or any Sub-contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2.
- 1.3 The indemnities in Paragraph 1.2 shall not apply to any claim:
 - 1.3.1 for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees in relation to any alleged act or omission of the Supplier and/or Sub-contractor; or
 - 1.3.2 any claim that the termination of employment was unfair because the Supplier and/or any Sub-contractor neglected to follow a fair dismissal procedure

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

2. Limits on the Former Supplier's obligations

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

PART E: Staff Transfer on Exit

1. Obligations before a Staff Transfer

- 1.1 The Supplier agrees that within 20 Working Days of the earliest of:
- 1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
 - 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
 - 1.1.3 the date which is 12 Months before the end of the Term; and
 - 1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any 6 Month period),
- it shall provide in a suitably anonymised format so as to comply with the Data Protection Laws, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Buyer.
- 1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Sub-contractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).
- 1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-contractor.
- 1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Sub-contractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in Paragraph 1.1, 1.1.2 and 1.1.1, the Supplier agrees that it shall not assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall, unless otherwise instructed by the Buyer (acting reasonably):
- 1.5.1 not replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces;

- 1.5.2 not make, promise, propose, permit or implement any material changes to the terms and conditions of (i) employment and/or (ii) pensions, retirement and death benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension contributions payable) of the Supplier Personnel (including any payments connected with the termination of employment);
- 1.5.3 not increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.4 not introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- 1.5.5 not increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 1.5.6 not terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;
- 1.5.7 not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Buyer and/or the Replacement Supplier and/or Replacement Sub-contractor;
- 1.5.8 give the Buyer and/or the Replacement Supplier and/or Replacement Sub-contractor reasonable access to Supplier Personnel and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by the Buyer, Replacement Supplier and/or Replacement Sub-contractor in respect of persons expected to be Transferring Supplier Employees;
- 1.5.9 co-operate with the Buyer and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;
- 1.5.10 promptly notify the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Sub-contractor of any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect;

- 1.5.11 not for a period of 12 Months from the Service Transfer Date re-employ or re-engage or entice any employees, suppliers or Sub-contractors whose employment or engagement is transferred to the Buyer and/or the Replacement Supplier (unless otherwise instructed by the Buyer (acting reasonably));
 - 1.5.12 not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;
 - 1.5.13 fully fund any Broadly Comparable pension schemes set up by the Supplier;
 - 1.5.14 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Fair Deal Employees);
 - 1.5.15 promptly provide to the Buyer such documents and information mentioned in Paragraph 3.1.1 of Part D which the Buyer may reasonably request in advance of the expiry or termination of this Contract; and
 - 1.5.16 fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract.
- 1.6 On or around each anniversary of the Effective Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide such information as the Buyer may reasonably require which shall include:
- 1.6.1 the numbers of employees engaged in providing the Services;
 - 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
 - 1.6.3 the extent to which each employee qualifies for membership of any of the Fair Deal Schemes (as defined in Part D: Pensions); and
 - 1.6.4 a description of the nature of the work undertaken by each employee by location.
- 1.7 The Supplier shall provide all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of

the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:

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

2. Staff Transfer when the contract ends

- 2.1 A change in the identity of the supplier of the Services (or part of the Services), howsoever arising, may constitute a Relevant Transfer to which the Employment Regulations will apply. The Buyer and the Supplier agree that where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Fair Deal Schemes (as defined in Part D: Pensions).
- 2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission of the Supplier or any Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date.
- 2.4 The indemnity in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date.

2.5 Subject to Paragraphs 2.6 and 2.7, if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Sub-contractor pursuant to the Employment Regulations then.

2.5.1 the Replacement Supplier and/or Replacement Sub-contractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing;

2.5.2 the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Sub-contractor;

2.5.3 if such offer of employment is accepted, the Replacement Supplier and/or Replacement Sub-contractor shall immediately release the person from its employment;

2.5.4 if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, the Replacement Supplier and/or Replacement Sub-contractor may within 5 Working Days give notice to terminate the employment of such person;

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

2.6 The indemnity in Paragraph 2.5 shall not apply to:

2.6.1 any claim for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief, or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of the Replacement Supplier and/or Replacement Sub-contractor, or

2.6.2 any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure.

2.7 The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than 3 Months from the Service Transfer Date.

2.8 If at any point the Replacement Supplier and/or Replacement Sub-contractor accepts the employment of any such person as is described in Paragraph 2.5, such person shall be treated as a Transferring Supplier Employee and Paragraph 2.5 shall cease to apply to such person.

- 2.9 The Supplier shall promptly provide the Buyer and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Sub-contractor, shall promptly provide to the Supplier and each Sub-contractor in writing such information as is necessary to enable the Supplier and each Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.10 Subject to Paragraph 2.9, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-contractor and its Sub-contractors against any Employee Liabilities arising from or as a result of any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.
- 2.11 The indemnity in Paragraph 2.10 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Supplier's Final Supplier Personnel List in accordance with Paragraph 2.5 (and subject to the limitations set out in Paragraphs 2.6 and 2.7 above).

Call-Off Schedule 6 (ICT Services)

1. Definitions

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

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| "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: <ol style="list-style-type: none"> any error, damage or defect in the manufacturing of a Deliverable; or any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or 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) while still retaining the original designated purpose of that item;

"Open Source"

computer software that has its source code made available subject to an open-source licence

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| "Software" | 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, 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:

- 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;

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.

- 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 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.
- 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.

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 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.

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

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

13. Supplier Equipment

- 13.1 Unless otherwise stated in the Order Form (or elsewhere in this Call-Off Contract), the Supplier shall provide all the Supplier Equipment necessary for the provision of the Services.
- 13.2 The Supplier shall not deliver any Supplier Equipment nor begin any work on the Buyer Premises without obtaining Approval.
- 13.3 The Supplier shall be solely responsible for the cost of carriage of the Supplier Equipment to the Sites and/or any Buyer Premises, including its off-loading, removal of all packaging and all other associated costs. Likewise on the Call-Off Expiry Date the Supplier shall be responsible

for the removal of all relevant Supplier Equipment from the Sites and/or any Buyer Premises, including the cost of packing, carriage and making good the Sites and/or the Buyer Premises following removal.

- 13.4 All the Supplier's property, including Supplier Equipment, shall remain at the sole risk and responsibility of the Supplier, except that the Buyer shall be liable for loss of or damage to any of the Supplier's property located on Buyer Premises which is due to the negligent act or omission of the Buyer.
- 13.5 Subject to any express provision of the BCDR Plan (if applicable) to the contrary, the loss or destruction for any reason of any Supplier Equipment shall not relieve the Supplier of its obligation to supply the Services in accordance with this Call Off Contract, including the Service Levels.
- 13.6 The Supplier shall maintain all Supplier Equipment within the Sites and/or the Buyer Premises in a safe, serviceable and clean condition.
- 13.7 The Supplier shall, at the Buyer's written request, at its own expense and as soon as reasonably practicable:
- 13.7.1 remove from the Buyer Premises any Supplier Equipment or any component part of Supplier Equipment which in the reasonable opinion of the Buyer is either hazardous, noxious or not in accordance with this Call-Off Contract; and
- 13.7.2 replace such Supplier Equipment or component part of Supplier Equipment with a suitable substitute item of Supplier Equipment.

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

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

Vodafone UK Business Resilience

Published: 23/06/2021

Version 3.0

Contents

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3. Crisis Management
4. Business Continuity Management
5. Technology Resilience
6. Information Security
7. Cyber Security
8. Physical & Personnel Security
9. Risk Management

1 Executive Summary

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

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

2 Major Incident Management

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

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

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

3 Crisis Management

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.

4 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.

5 Technology Resilience

5.1 Our Network

Network Continuity

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

Network Site Integrity

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

Physical Controls

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

Environmental Controls

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

5.2 Mobile Network Resilience

The VFUK Mobile Network core is designed for reliability and availability, with design principles providing high availability operation at an element level within a site and geographic resilience at a network level ensuring platforms are not single points of failure. The network design is such that where a Radio Base Station provides 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.

5.3 Fixed Network Resilience

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

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

5.4 Our IT Systems

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

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

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Project Version: v1.1

Model Version: v3.2

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

6 Information Security

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

7 Cyber Security

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

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

8 Physical & Personnel Security

VFUK have a dedicated Physical Security Team in place who are responsible for ensuring that our estate meets our physical security standards to ensure that we adequately protect our people and network. Their responsibilities include annual audits of our critical estate, the monitoring of access control and the setting of our minimum physical security 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'

9 Risk Management

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

End of document

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Appendix B – Vodafone UK ISO 22301 Certificate

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

[Ref: VFUKSSNSF2-01006 / 14/01/2022]

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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.

David Derrick

Area Operations Manager UK & Ireland

Issued by: Lloyd's Register Quality Assurance Limited



001

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Page 1 of 1

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

[Ref: VFUKSSNSF2-01006 / 14/01/2022]

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PART B: Bespoke BCDR Plan

Not used.

Call-Off Schedule 9 (Security)

Part A: Short Form Security Requirements

1. Definitions

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

| | |
|-----------------------------------|---|
| "Breach of Security" | <p>the occurrence of:</p> <ul style="list-style-type: none"> 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, <p>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;</p> |
| "Security Management Plan" | <p>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.</p> |

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 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.

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

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PART B: Long Form Security Requirements

Not used.

Vodafone Network Service Framework 2 (RM3803)

Security Management Plan

Introduction:

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

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

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

Security Posture:

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

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

How we Manage Security in accordance with Schedule 9:

2. Complying with security requirements and updates to them

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

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

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

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

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

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

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

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

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.

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

Further more we have successfully gained CESG Assured Services – Telecoms (CAS(T)) certification for our core fixed connectivity services.

- 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;

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

- 3.2.2 as a minimum demonstrates Good Industry Practice;

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

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

Vodafone successfully gained and maintains certification against CESG Assured Service – Telecoms (CAS(T))

- 3.2.4 complies with the Security Policy and the ICT Policy.

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

- 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.

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

- 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.

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

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.

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

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;

Vodafone are committed to maintaining our ISO27001:2013 and CAS(T) certificates.

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

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

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

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

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

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

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

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

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

Vodafone is a Global company and has a Global Information Security policy owned jointly by the Global Cyber Security Director &

Group Corporate Security Director, approved by the Group Chief Technology Officer. This sets out the minimum requirements for Vodafone Group and Local Markets to comply with.

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

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

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

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

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

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

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

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

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

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

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

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) any change to the Security Policy;
- d) any new perceived or changed security threats; and
- e) any reasonable change in requirements requested by the Buyer.

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

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

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

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

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

- 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.

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

- 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;

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

- b.) remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the

extent within its control against any such Breach of Security or attempted Breach of Security;

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

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

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

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

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

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 or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

Call-Off Schedule 11 (Installation Works)

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 |
|---|-------------------------|----------|---------------|
| There are no Cluster Members to the Call-Off Contract | N/A | N/A | N/A |

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; <ol style="list-style-type: none"> 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 Carrier Downtime, the Supplier must be able to provide evidence to the satisfaction of the Buyer that the interruption to the Services was in fact due in its entirety to unavailability of the underlying service;

"Incident"

means an unplanned incident or interruption to Services, reduction in the quality of the Services or event which could affect the Services in the future;

"Incident Resolution Time"

means the time taken by the Supplier to Resolve an Incident, as set out in this Schedule;

"Planned Downtime"

means the time agreed in advance in writing by the Supplier and Buyer within the Agreed Service Time when a Service is not Available;

"Provisioning"

means the time taken from the placement of an Order for a Service or part thereof until the Service is Available to the Buyer and Provision shall be construed accordingly;

"Resolution"

means an action taken by or on behalf of the Supplier to fully repair the root cause of an Incident or to implement a workaround, such that the Services are returned to being Available. Resolve and Resolved shall be construed accordingly;

"Service Credit Cap"

means:

(a) in the period from the Call-Off Start Date to the end of the first Call-Off Contract Year fifteen thousand pounds (£15,000); and

(b) during the remainder of the Call-Off Contract Period, thirty five per cent (35%) of the Call-Off Contract Charges payable to the Supplier under this Call-Off Contract in the period of twelve (12) Months immediately preceding the Service Period in respect of which Service Credits are accrued;

unless otherwise stated in the Order Form during a Further Competition.

"Service Credits"

a) any service credits specified in the Annex to

Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by 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" | <p>means the criteria identified in either;</p> <p>a) Annex 1 to Part A of this Schedule; or</p> <p>b) paragraph 3.6 of Part B of this Schedule, against which the individual metrics are assessed;</p> <p>depending upon whether Part A or Part B is selected by the Buyer</p> |
| "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;

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

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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

Not used.

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

- 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.

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 |
|----------------|--|
| 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.

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).

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.

- 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 (%);

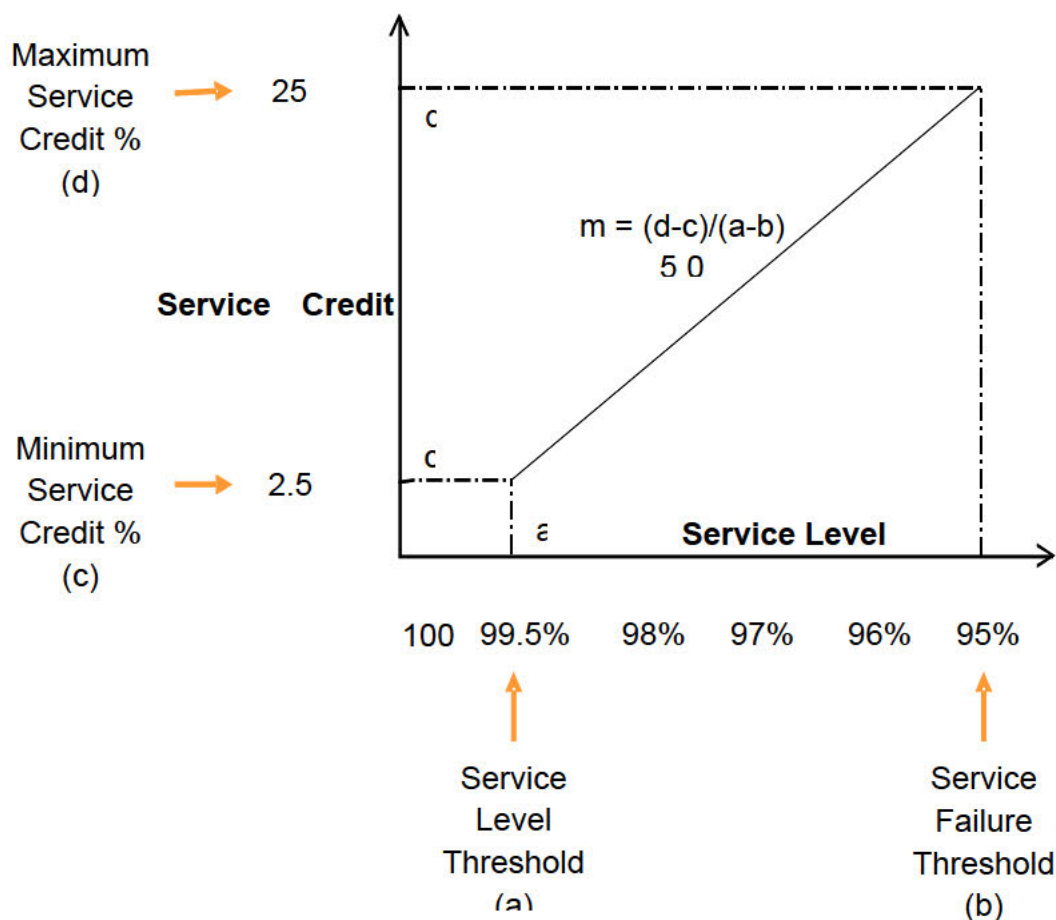
x is the Achieved Service Level Performance Criteria (%) for a Service Period;

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:



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:

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

therefore the Service Credit calculation is:

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

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:

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

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% |

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 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.

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.

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 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.

Joint Schedule 11 (Processing Data)(Controller to Controller)

Annex 1: a) Authorised Processing Template

| | |
|---|--|
| Call-Off Contract: | <p align="center">RM3808</p> <p>This Authorised Processing Templates applies to all Service Offers where Supplier and Buyer act as independent Controllers. Where Supplier is a Processor for a Service Offer, Supplier will provide a template identified by reference to the service name.</p> |
| Date: | Date of signature of the Order Form |
| Description Of Authorised Processing | Details |
| Identity of the Controller and Processor | <p>The following definitions apply for the purposes of this Schedule 11 Annex 1:</p> <p>“Operational Data” means Personal Data provided or made available by one Party to the other which is operationally required for the performance of the Call Off Contract relating to that Party’s employees or representatives.</p> <p>“Traffic Data” means any data processed for the purpose of the conveyance of a communication on an electronic communications network and for billing and may include Personal Data.</p> <p>In respect of Operational Data and Traffic Data, paragraph 1 of Joint Schedule 11 (Processing Data) shall not apply.</p> |
| Subject matter of the processing | <p>Processing of Operational Data is required in order to ensure that the Parties can effectively communicate and share such operational information as required for the performance of the Call Off Contract.</p> <p>Where applicable to the Services, processing of Traffic Data is needed in order to convey a communication and for billing purposes as required for the performance of the Call Off Contract.</p> |

Joint Schedule 11 (Processing Data)(Controller to Controller)

| | |
|---------------------------------------|--|
| Duration of the processing | <p>Supplier's processing of Personal Data shall be in accordance with its privacy policy.</p> <p>Buyer's processing of Operational Data shall be in accordance with Buyer's privacy policy.</p> |
| Nature and purposes of the processing | <p><u>Nature of the processing</u>: collection, recording, organisation, structuring, storage (including hosting), analysis, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) and any other purpose stated within the Supplier's Service Offer.</p> <p><u>Purpose</u>: the provision and operation of the Service Offer.</p> |
| Type of Personal Data | <p><u>Operational Data may include the following</u>: Business contact information such as name, email address, work address, telephone and fax numbers, gender, title, security clearances and related security measures, e-signature, user account and identity verification information, complaints and escalations, customer care contact information, requests for access to personal data, correspondence relating to customer care, cookies, mobile device identifiers, serial number/SIM card number, pseudonymous profiles, marketing preferences, emails from and to Buyer's users, device-based or device-related data for corporate devices and any other category of Personal Data as stated within the Supplier's Service Offer.</p> <p><u>Traffic Data may include the following</u>: Network/Services usage information, such as IP address, call information (duration, start/end time), network events/activity logs/browsing logs, TAP files, volume (i.e. amount of mins/SMS), location data and system access or audit logs and any other purpose stated within the Supplier's Service Offer.</p> |

Joint Schedule 11 (Processing Data)(Controller to Controller)

| | |
|--|--|
| Categories of Data Subject | In respect of Operational Data and Traffic Data, the other Party's employees or representatives. |
| <p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p> | In respect of Operational Data and Traffic Data in accordance with the respective Controller party's privacy policy, as referred to above. |

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Service Offer

RM3808 Network Services 2
Lot 6 – Mobile Voice and Data Service



Vodafone Inclusive Value Term and Spend Mobile Price Plans
Public Sector

Service Offer Reference No: RM3808-Lot6-VodafoneLtd-#054

Lot(s): 6

Effective Date: 24/09/2021

Expiry Date: 16/08/2022

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1. The Service – Overview and why Vodafone

- 1.1. Vodafone provides you with the ability to make and receive telephone calls and/or send and receive data from a compatible handheld mobile device outside of a building (the “Service”).
- 1.2. All Buyers who's Price Plan has an inclusive data allowance will have access to Vodafone's 4G and 5G Network, with the exception of buyers who have selected Vodafone Public Sector Standby Plans. Buyers with a Vodafone Public Sector Standby Plans will need to have an inclusive data allowance of at least 5GB in order to have access to Vodafone's 5G Network.
- 1.3. Mobile voice and data primary Services shall be delivered through Vodafone's mobile network. In November 2018, the Vodafone Network delivered 99.90% UK-wide outdoor 2G coverage, with 4G covering currently 98.90% of the UK population. The network provides a high degree of overlap and uses increased signal levels, where required, to penetrate buildings and improve service coverage.

2. Conditions on the Buyer

- 2.1. In the event of a conflict between the terms and conditions included within this Service Offer and the RM3808 Framework or Call-Off terms, then the Framework or Call-Off terms will take precedence. This Service Offer is available to Buyers that meet and agree to the following criteria:
- 2.2. **General Conditions on the Buyer**
 - a. In accordance with Joint Schedule 7 (Financial Difficulties) paragraph 2.2, Joint Schedule 7 (Financial Difficulties) shall not apply to any Call-Off Contract entered into incorporating this Service Offer.
 - b. **Authorised Users:** Access by Buyer to the Services and Equipment is limited to authorised Users. If Vodafone provides each authorised User with User Details, Buyer is responsible for: (a) the security of the User Details; and (b) providing Vodafone with the identity of the authorised Users and keeping that information current. Vodafone accepts no liability for any unauthorised or improper use or disclosure of any User Details. Buyer is liable for all acts and omissions conducted using the User Details up until the time that it informs Vodafone that they are being used without authority or may be compromised.
 - c. **Additional Service Recipient:** If Buyer wishes to add Additional Service Recipients, then Buyer shall: (a) provide the full corporate details of the Additional Service Recipient; (b) seek approval in writing from Vodafone; (c) inform the Additional Service Recipient of the contractual arrangements; and (d) agree to pay such additional charges as Vodafone may reasonably request in relation to the approval of such requests
 - d. Save as expressly permitted under this Agreement, Buyer shall not resell, distribute, provide or sub-licence the Services or Equipment (except Buyer Equipment) to any third party.
 - e. Buyer shall take appropriate measures to back up data and otherwise protect against loss of data under this Agreement.
 - f. **Terms of use:** Buyer shall not (a) make unauthorised modifications to the Services (b) use the Services as a means to establish permanent 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 this Agreement or (e) use the Services in a way that may reasonably be considered to be a nuisance, defamatory, offensive, abusive, obscene or in 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.
 - g. **Service Monitoring:** Buyer gives express consent for Vodafone to monitor Buyer's use of the Service (and disclose and otherwise use the information obtained) only to: (a) the extent allowed by applicable law; (b) comply with applicable law; (c) protect the Network from misuse; (d) protect the integrity of the public internet and/or Vodafone's systems and Networks; (e) the extent necessary to determine if Buyer has breached any conditions or restrictions on use of the Service; (f) provide the Service; and/or (g) take other actions agreed or requested by Buyer.



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- h. **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 Equipment or Services.
- i. Buyer acknowledges that Buyer Equipment not authorised for use on the Network or any unauthorised attempt to repair or tamper with the Equipment may result in an impaired User experience and/or invalidate the manufacturer's warranty.
- j. Buyer must maintain, install, update or follow Vodafone's reasonable recommendations regarding Equipment maintenance or upgrades.
- k. Equipment that is (i) out of manufacturer's warranty; or (ii) End Of Life is used at the Buyer's risk unless expressly agreed otherwise by Vodafone.
- l. Buyer shall:
 - i. appropriately configure its equipment to enable consumption of the Service.
 - ii. maintain Buyers Equipment.
 - iii. provide details to facilitate the delivery, provisioning and billing of the Services requested by Vodafone at the time of ordering.
 - iv. Secure and keep in place or assist Vodafone to obtain (at the Buyer's cost), all relevant third-party consents and approvals necessary for the purposes of providing, and preparing for the provision of, the Service. Such consents and approvals include obtaining any necessary wayleave on Vodafone's standard terms.
- m. Where Buyer terminates the Call-Off Contract during the Initial Period, the Buyer agrees to pay Vodafone's reasonable and proven losses resulting from the termination of the Call-Off Contract.
- n. The Customer must connect a minimum 20 Connections at the start of the Call Off Initial Period.
- o. The Customer must not connect more than 5500 Connections at the start of the Call Off Initial Period.
- p. **Term and Spend Commitment:** By entering into a Call-Off Contract incorporating this Service Offer, the Buyer acknowledges and agrees:
 - i. all the Services under this Service Offer are provided under a term and spend commercial commitment as described in this Section 2.2(p) ("Term and Spend Commitment").
 - ii. the offer shall not include any Call off Extension Period on the Order Form
 - iii. the offer does not provide Subsidy to new incremental Connections introduced during the Call off Initial Period.
 - iv. with a Term and Spend Commitment, the following terms apply: Both of these terms will be clearly detailed in the Order Form:
 - a. Call Off Initial Period
 - b. Minimum Spend value
 - v. Early Termination Payment: If the Order Form or Service is terminated in accordance with the Call Off Terms prior to the expiry of the Call Off Initial Period, the Customer shall pay to the Supplier a lump sum termination payment which shall be calculated as the greater of:
 - a. (Minimum Spend for terminated Service(s) / Call Off Initial Period (expressed in months)) X Number of months (whether whole or part) remaining in Call Off Initial Period after date of termination; or
 - b. Minimum Spend – Actual Spend (the "Termination Payment")
 - vi. Failure to achieve Minimum Spend: Customer agrees that if a Call Off Initial Period expires before the Minimum Spend is achieved, Customer shall pay to Supplier the amount of Minimum Spend that has not been achieved on expiry of the Call Off Initial Period within 30 days of the Call Off Initial Period ending.
 - vii. to pay the Supplier's reasonable and proven unavoidable Losses resulting from termination of the Call- Off Contract (in accordance with Framework Special Term 6) which shall include the payments set out at Clause 2.2(p)(v) and (vi).
 - viii. in relation to RM3808-Lot 6, references to a Term per connection commitment and corresponding Termination Charges shall be removed and replaced with the principals of Minimum Spend, Call Off Initial Period and Termination Payment.



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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 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. **E-Sim Terms**
 - i. Buyer must have an e-SIM enabled device, and a Vodafone e-SIM profile to activate e-SIM on the device.
 - ii. Buyer must provide one email address for each e-SIM in order for Vodafone to provide activation information. Buyer is responsible for ensuring that the email address is correct and up to date. Vodafone accept no liability for sending activation information to an incorrect or out of date email address.
 - iii. If Buyer purchased e-SIM device from Vodafone and has a Vodafone e-SIM profile and the device needs to be returned for repair or replacement, Buyer has the following options for the e-SIM connection:
 - iv. Take a physical SIM and request a SIM Swap to use in another device until Buyer's device is returned; or
 - v. Where applicable, (i) request a SIM swap for the e-SIM profile or (ii) delete e-SIM profile and re-add profile, for use in another device until Buyer device is returned.
 - vi. If Buyer gives or sells e-SIM device to someone else, including if Buyer return it for repair or trade it in, Buyer will need to remove the Vodafone e-SIM profile. If device is dual SIM, the Buyer will have to remove both the physical SIM and delete the e-SIM profile. Vodafone cannot remove Buyer's e-SIM profile or any related data if Buyer has sent a



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device to Vodafone for repair or trade in. SIM cards of either type can contain private information and may enable unauthorised use of Buyer Data. If Buyer fails to remove SIMs, Buyer will be responsible for any use of either SIM card arising before, or after the transfer or return of the device.

h. **Vodafone Wi-Fi Calling and Text Messaging (SMS over Wi-Fi) Requirements**

- i. To use Wi-Fi Calling and Text Messaging (SMS over Wi-Fi), Buyer must have:
 - a. a compatible price plan;
 - b. a compatible mobile device; and
 - c. good access to a wireless internet connection.
- ii. **Allowances:**
- iii. Voice calls and Text Messages made with Wi-Fi Calling and Text Messaging (SMS over Wi-Fi) will use Customer's usual UK plan allowances. If Customer exceeds its UK allowances:
 - a. voice calls over Wi-Fi will be charged at standard call rates; and
 - b. Text Messages over Wi-Fi will be charged at the relevant, standard message rate.
- iv. **Data Usage:** Voice calls and Text Messages over Wi-Fi each use a wireless internet connection, so in addition to the standard call charges or the standard message rates above (as the case may be), 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.
- v. **Roaming:** Buyer and User shall not use Wi-Fi Calling and Text Messaging (SMS over Wi-Fi) whilst roaming outside of the UK. In the event Buyer makes or receives Wi-Fi calls or sends Text Messages whilst abroad, additional charges shall apply.
- vi. **Deactivation:** Each User can deactivate the Wi-Fi Calling and Text Messaging (SMS over Wi-Fi) option under Settings on their mobile device.
- vii. **Performance levels:** Vodafone cannot guarantee specific levels of performance (including call quality and success rate if sending or receiving Text Messages) and such performance will depend on the number of other devices connected to the wireless internet connection. Buyer acknowledges that:
 - a. 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); and
 - b. Text Messages sent over Wi-Fi may not be sent or received if the Wi-Fi signal is no longer available and the User will have to resend the Text Message through Vodafone's mobile network to enable the Text Message to be sent and received.
- viii. **Network Dependency:**

Vodafone's ability to provide Wi-Fi Calling and Text Messaging (SMS over Wi-Fi) 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 and Text Messaging (SMS over Wi-Fi).

 - a. **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.
 - b. **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. **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.



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- ii. **Data and Email Price Plans:** The following terms apply to the Data and Email price plans in the Call-Off Contract:
 - a. All Data limits include both downloaded and uploaded Data.
 - b. 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.
 - c. Vodafone measures Data usage in kilobyte (KB) and offers Data in megabyte (MB or 1024KB) and gigabyte (GB, 1024 MBs) units.
 - d. Buyer's inclusive Data allowance and additional Data services will define the amount of data Buyer can use without an additional charge.
 - e. 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.
 - f. Vodafone measures Data usage the same way over networks including but not limited to 2G, 4G etc.
- j. **Subsidy:** Where Vodafone offers the Buyer a Subsidy the following terms apply
 - i. **Restrictions on Subsidy:** Vodafone shall not provide additional Subsidy: (a) for Connections that are disconnected and then re-connected; or (b) where an existing Connection has been transferred to another User. Vodafone may reclaim from Buyer any per Connection Subsidy paid for Connection(s) which disconnect within three months of receiving a Connection Subsidy.
 - ii. **Migrated Connections:** The Subsidy shall not apply to Migrated Connections unless stated in the Subsidy table.
- k. If the Buyer's excessive usage damages or impairs (or risks damaging or impairing) the performance of Vodafone's Network, Vodafone reserves the right to limit the download speed of, or suspend, the Buyer's Service. If the Buyer's Service is limited or suspended Vodafone and the Buyer shall discuss and implement appropriate controls on the end user's usage (taking into account, the circumstances).

2.4. Enterprise Spend Manager Conditions on the Buyer

- a. **Enterprise Spend Manager:** 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 Buyers plan. Buyer must inform Vodafone when requested what the monthly usage limit should be.
- b. **Multiple Connections.** Buyers with multiple Connections on eligible price plans will be able to set a Usage Limit on each eligible price plan. Buyer's account administrator or other authorised user will be the only person able to add, remove and/or make changes to the Usage Limit for each Connection.
- c. **Adding and Changing a Usage Limit:**
 - i. Vodafone will apply a Usage Limit, or any changes to the level of a Usage Limit within a reasonable timeframe. The applicable Connection will receive a SMS when a Usage Limit is added or updated which will notify the User of the date when the Usage Limit will be effective – this may not be until the start of the following month. Any out of plan charges incurred before the Usage Limit is effective will still be chargeable.
 - ii. If a Usage Limit is added or changed mid-month any out of plan charges incurred before the Usage Limit is effective will still be chargeable.



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- d. **Data Caps:** Vodafone Enterprise Spend Manager does not replace any existing caps or limits, such as domestic data caps or the 50 EURO (£43.48 as at April 2021) roaming data cap and will work alongside each of these.
- e. **Charges included in Vodafone Enterprise Spend Manager.** The following out-of-plan charges will be covered by a Usage Limit:
- subject to clause 4 in respect of Data Sharer plans, out-of-plan charges for data, minutes and texts;
 - picture messages;
 - video calls;
 - Premium Rate Calls and texts (including calls to “short code” numbers such as voting on TV shows and access to 118 or Directory Enquiries);
 - roaming charges for usage outside of Vodafone Roam-free and Roam-further destinations, or Business Traveller destinations in accordance with the applicable price plan; and
 - Business Traveller or Global Traveller daily fee.
- f. **Charges excluded from Vodafone Enterprise Spend Manager.** The following out-of-plan charges will not be covered by a Usage Limit:
- fixed phone and broadband services;
 - charge to bill subscriptions and payments (such as Spotify Premium or app purchases);
 - charity donations (such as through JustTextGiving);
 - recurring premium text messages;
 - Add-ons; and
 - any fees and account-level charges (such as for paper billing or early termination).
- g. **Reaching Usage Limit:** In respect of Data Sharer plans, Vodafone will send a SMS to the applicable Connection when usage on that Connection is near the Usage Limit and another once the Usage Limit has been reached. Further use of out-of-plan services will be restricted until the Buyer account administrator or authorised user either changes or turns off the Usage Limit for the remainder of that month. If a Usage Limit is:
- changed, the updated Usage Limit will apply from the date notified to the Buyer; or
 - temporarily turned off in a month due to the Connection reaching the Usage Limit, the Usage Limit will reset at the start of the following month and continue to apply.
- h. **Removal of Usage Limit:** If a Usage Limit is turned off any charges incurred for additional services (usually covered by Vodafone Enterprise Spend Manager) which are not included in the price plan will be charged in accordance with this Agreement.
- i. **Data Sharer Plans.**
- There are two types of Usage Limit available on Data Sharer plans; Individual and Group Data Sharer. The following out-of-plan charges for minutes, text and data apply:

| Usage Limit Type | Connection type Usage Limit is available | Usage Limit measurement | Out-of-plan services covered by Usage Limit |
|-------------------|--|-------------------------|---|
| Individual | Lead Connection and each Member Connection | £ sterling | Minutes and texts and if: <u>Opted-out of Business Traveller:</u> data usage in Europe Zone 2, USA, Canada, Asia Pacific, Rest of the World 1 and Rest of the World 2 destinations; or <u>Opted-in to Business Traveller:</u> data usage in Rest of the World 1 and Rest of the World 2 destinations. |
| Group Data Sharer | Lead Connection | £ sterling | <u>Opted-out of Business Traveller:</u> data usage in domestic and Europe Zone 1 destination. |



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| | | | Opted-in to Business Traveller, data usage in domestic, Europe Zone 1, Europe Zone 2 and World Zone destinations. |
|--|--|--|---|

- ii. **Reaching Group Data Sharer Usage Limit:** Vodafone will send a SMS to the Lead Connection when out-of-plan data usage for the Group is near the Group Data Sharer Usage Limit and another once the Group Data Sharer Usage Limit has been reached. Further use of out-of-plan data services set out in the table above will be restricted for all Member Connections in the Group until the Lead Connection either changes or turns off the Group Data Sharer Usage Limit for the remainder of that month. If a Group Data Sharer Usage Limit is:
 - a. changed, the updated Group Data Sharer Usage Limit will apply from the date notified to the Buyer in accordance with clause; or
 - b. temporarily turned off in a month due to the Group reaching the Group Data Sharer Usage Limit, the Group Data Sharer Usage Limit will reset at the start of the following month and continue to apply.
- j. If a Group Data Sharer Usage Limit is reached the Individual Usage Limit will continue to apply separately to the out-of-plan services set out in the table above.

2.5. Vodafone Public Sector Traveller Conditions on the Buyer

- a. **Service Details and Opting In**
 - i. Vodafone Public Sector Traveller is available to Public Sector Buyers buying any price plan from within this Service Offer, only. It cannot be used with any other price plans.
 - ii. Public Sector Traveller is included as default. Buyer may opt out of Public Sector Traveller at account level only.
 - iii. Public Sector Traveller may take up to 24 hours to be applied to or removed from Buyer's account.
- b. **Using Public Sector Traveller**
 - i. Once opted in Buyer's voice-enabled Connections will be able to use Buyer's applicable UK price plan (minutes, texts and data):
 - a. in the Europe Zones (see Appendix 1) for standard calls and texts to any Europe Zone destination and back to the UK only; and
 - b. in the World Zone (see Appendix 1) for standard calls and texts to the destination the Connection is roaming in and back to the UK only.
 - ii. The Europe Zones and the World Zone constitute the 'Public Sector Traveller Zone' (see table below price plan).
 - iii. A daily per Connection Charge of £2.50 (ex VAT) for the Europe Zone 2 (unless stated otherwise in the price plan for your plan) and £5.00 (excluding VAT) for the World Zone will be applied automatically to Buyer's bill each day a Connection uses its phone within the relevant Public Sector Traveller Zone (both for calls and texts to numbers within and outside the Public Sector Traveller Zone and for data). There is no daily fee in Europe Zone 1. Please note that the per Connection Charge is in addition to Buyer's per minute, per text and data charges as set out in Buyer's applicable UK price plan.
 - iv. For the Europe Zone, calls or texts to destinations outside of the UK and the Europe Zone will be charged at Vodafone's international rates as set out in Buyer's price plan and the daily Charge will still apply (in Europe Zone 2 only). For the World Zone, calls or texts to countries outside of the UK and the country the Connection is roaming in will be charged at Vodafone's international rates as set out in the Buyer's price plan and the daily Charge will still apply.
 - v. When Buyer is travelling within the Public Sector Traveller Zone, Buyer's allowance shall renew as usual each month.



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- vi. Where a Public Sector Traveller Zone destination is a country which has more than one-time zone, Vodafone will count a day as 00:00 to 23:59 local time of the capital city of the local country (as set out below). Please note that where Buyer travels to the Canary Islands, Vodafone will count a day as GMT+1. If a Connection travels to another destination in the Public Sector Traveller Zone on the same day, the daily Charge shall apply once for the day on which that Connection uses its device, provided that the Connection does not cross into another charging day based on the local time of the capital city of the local country. Please note that Public Sector Traveller applies to the whole of each Public Sector Traveller Zone destination, the local time of the capital city of the local country is for calculation of the daily Charge only.
- c. **Please be aware:**
 - i. Buyer accepts that by opting into Public Sector Traveller it will be opting out of the 50-euro Rest of World monthly mobile data spend cap and any associated notifications whilst in the Public Sector Traveller Zone. In the event that Buyer subsequently opts out of Public Sector Traveller, Buyer will automatically be opted back into the 50-euro Rest of World monthly mobile data spend cap and any associated notifications whilst in the Public Sector Traveller Zone.
 - ii. Please note that any extras for voice-enabled Connections (apart from standard UK email price plans and international Add-ons) are not available with Public Sector Traveller.
 - iii. The following number, text and call types are not included in the Public Sector Traveller price plan: premium rate, non-geographic and revenue share numbers, picture and video messages and calls made through a virtual private network (VPN) which are all charged at Vodafone's standard roaming rates.
 - iv. Buyer acknowledges that opting into Public Sector Traveller will automatically opt Buyer out of any other Rest of World roaming offers or roaming bundles within the Public Sector Traveller Zone including Vodafone Data Traveller. If Buyer opts out of Public Sector Traveller later the Rest of World roaming offers will resume.
 - v. For Public Sector Traveller price plans, the first 50kb of data use per day (measured 00:00 to 23:59 local time of the capital city the call is made from) shall be free of charge, provided that the daily Charge has not already been incurred by making a call or sending a text.

2.6. Equipment Fund Conditions on the Buyer

- a. A £50, £75, £100 or £150 equipment credit per connection ("Equipment Credit") may be provided to the Buyer.
- b. The amount of credit awarded depends on the price plan selected by the Buyer. The amounts are outlined within the price plan.
- c. If the applicable Equipment Credits are not used at the time of ordering, they are put into a fund for the Buyer to use throughout the duration of the Call Off Contract ("Subsidy").
- d. Buyers may not use the Subsidy towards airtime credit or any other purpose other than as specifically set out in this Service Offer, the Call-Off Contract or as may otherwise be agreed in writing by Vodafone at its sole discretion.
- e. Unless otherwise agreed in writing by Vodafone at its sole discretion, the Subsidy shall only be available for use by the Buyer during the term of the Call Off Contract and any unused Subsidy at the expiry or termination of the Call Off Contract will be forfeited.
 - i. When the Buyer enters into a new Call Off Contract term, the existing Subsidy is forfeited, and a new Subsidy is applied based on the new contract.
 - ii. The Buyers cannot use the Subsidy towards termination or cancellation fees.
 - iii. The Buyer should contact its account manager to check the value of its Subsidy
- f. The Equipment Credit may be used to purchase eligible devices from the Device Price List up to the total value of such Equipment Credit element of the Subsidy. By way of an example if the Buyer has accrued Equipment Credits to the value of £10,000 it may purchase any number of devices from the Device Price List. If the total value of the devices purchased exceeds the then current accrued Equipment Credit value, the Buyer shall pay the balance of the charges. If the total value of the



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devices purchased is less than the then current accrued Equipment Credit value, the balance of the accrued Equipment Credit shall remain available to the Buyer.

- i. Buyer does not qualify for Equipment discounts previously awarded on older tariffs and framework agreements.

2.7. Roaming terms conditions on the Buyer

- a. The charges for Roaming Calls relate to texts and calls made or received outside of the UK.
- b. The Roaming charges exclude satellite and Premium Rate Calls.
- c. Charges for Premium Rate Calls and satellite calls will vary according to the cost charged by the foreign network operator and exchange rate fluctuations and include minimum charges. A network-handling fee will be applied to these calls.
- d. The list of countries in each Zone may be subject to change from time to time.
- e. Eligible calls made by the Buyer are charged in 1 second increments with a minimum call charge equivalent to 30 seconds in the Europe Zone and in 30 second increments with a minimum call charge of one minute in the Asia Pacific Zone and the Rest of World Zone (excluding North America). For the North American Zone, the call is charged in 60 second increments with a minimum call charge of one minute. Eligible calls received by the Buyer are charged per second, with a minimum call charge equivalent to the minimum call charge in your standard price plan.
- f. Vodafone cannot guarantee access to or coverage within any foreign country.
- g. If a call made to a Connection whilst abroad is diverted, the Buyer will be charged for receiving and making a call.

2.8. Call Charges Condition on the Buyer

- a. Calls are rounded up to the nearest whole second. Call charges are then rounded up to the nearest 1/10th of a penny.
- b. Invoicing – All call charges are then aggregated per call type and the total charge for each call type is rounded down to the nearest whole penny.
- c. VAT – is calculated for each call to 4 decimal places of a penny, aggregated and then rounded down to the nearest whole penny.
- d. All call charges are set out in pence per minute and all text charges in pence per standard text except where specifically set out otherwise.
- e. Vodafone shall issue invoices for Access Fees monthly in advance, One Off Fees in advance and all other charges monthly in arrears unless stated otherwise.
- f. Access to International Calls and texts are unbarred unless the Buyer notifies Vodafone otherwise.
- g. Charges to calls made to Premium Rate numbers, Personal numbers, Road watch and Directory Enquiries numbers are subject to change from time to time.
- h. The Buyer is not permitted to connect to more than one voice price plan, unless Vodafone agrees otherwise.
- i. For an estimate of the speeds Buyer may experience, or to discuss any issues regarding Services or any redress in respect of the Services, please speak to Vodafone's Buyer Services or Buyer's account manager (where applicable).

2.9. Vodafone inclusive minutes and texts fair usage policy

- a. The following usage controls shall apply to the call and text usage included in the price of the Buyer's Access Fees ('Inclusive Call Types') for the Inclusive price plan.
- b. The Buyer's monthly average usage to the Inclusive Call Types ('Agreed Average Usage') and Buyer's percentage split between the different voice and text call types ('Call Profile') shall be set agreed in writing between the Buyer and Vodafone's account manager following signature of the Call-Off Contract.
- c. Vodafone shall monitor the Buyer's actual usage and call profile on a quarterly basis against the Agreed Average Usage and Call Profile, and the following provisions shall apply:
- d. If the Buyer's monthly usage of the Inclusive Call Types (averaged over a quarter) is more than 20% of the Agreed Average Usage, Vodafone shall notify the Buyer and request that the Buyer modifies its usage to ensure that subsequent monthly usage is within the 20% threshold.



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- e. If Buyer's monthly call profile (averaged over a quarter) varies by more than 20% of the Call Profile, Vodafone shall notify the Buyer and request that the Buyer modify its usage to ensure that the monthly call profile is within the 20% threshold.
- f. If Buyer's monthly usage and/or call profile does not fall below the 20% threshold for each of the Agreed Average Usage and/or Call Profile (as the case may be) within 3 months of Vodafone's first notification to the Buyer, Vodafone shall be entitled to migrate the Buyer's Connections to an alternative price plan and apply the corresponding charges as set out in the appropriate Service Offer

3. Outline Implementation Plan

- 3.1. Vodafone provides you with a comprehensive service, moving you from the Service Commencement Date per the Call-Off Contract to your first bill. Vodafone's outline Implementation Plan is detailed below, and this will be updated to become the draft Implementation Plan once the Call-Off Contract has been received by Vodafone:
 - a. With the Buyer's Vodafone account manager, we agree on a scope document containing an outline of the changes being implemented under the new Call-Off Contract.
 - b. With a representative from the Buyer's organization, Vodafone will have a call to discuss next steps.
 - c. Following the call, and Vodafone's analysis of the Buyer's existing services Vodafone will formulate a draft Implementation Plan for the Buyer's agreement.
 - d. Vodafone and the Buyer will agree a target migration or implementation date and manage all the intermediate activities supporting it.
 - e. Vodafone and the Buyer will ensure that the Buyer's online access (via the Vodafone Corporate Online ("VCO") portal) is working as the Buyer goes live.

4. Exit Management Plan

- 4.1. Whether the Buyer would like to cease or move their services to a new provider entirely, Vodafone's Exit Management plan is outlined below:
 - a. The Buyer will notify Vodafone of its plan to cease or migrate away from any service with a minimum of 30 days' notice.
 - b. Vodafone will extract a contract end date report which will detail the current account set up and any applicable termination fees that will apply to the Buyers final invoice.
 - c. Upon formal request from the Buyer, Vodafone, where applicable, will generate Port Authorisation Codes (PAC). The PAC codes will be generated within the regulatory time period provided by Ofcom.
 - d. The Buyer will manage their relationship and migration plan with their new supplier and provide the PAC code, if applicable, provided by Vodafone to their new supplier.

5. Service Level Agreement

- 5.1. For the purposes of this Service Offer:
 - a. The provisions of this Service Level Agreement are compliant with the Service Maintenance Level 1 as set out in Schedule 14 of the Call-Off Terms.
- 5.2. Dispatch
 - a. Subject to stock availability, for orders of 100 items or less in a single Working Day Vodafone shall dispatch:
 - i. 100% of Equipment ordered via VPC on the day of order confirmation.
 - ii. 95% of Equipment ordered via email, within 24 Working Hours from the time of order confirmation.
 - iii. 100% of SIM cards ordered via Buyers dedicated Buyer services team if ordered by 4pm on day of order.
 - b. In the event that the Buyer places orders for more than 100 items in a single Working Day, then Vodafone shall be entitled to extend the dispatch times set out above



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6. Optional Schedules

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

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

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

7. Mandatory Schedules

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

8. Service Description and Price Card

8.1. Primary Services

The below tables outline the available price plans and their applicable minimum Term Per Connection commitment.

There are four types of price plan to choose from;

- Price Plan Option 1: Vodafone Public Sector Inclusive
- Price Plan Option 2: Vodafone Public Sector Standby
- Price Plan Option 3: Vodafone Public Sector Mobile Broadband
- Price plan Option 4: Smart Funding



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Each price plan includes the following optional extras at no extra cost:

- **UK Data Capping** - Is available free of charge to add on to all price plans which include data, putting you in control of your organisation's spend. UK Data capping ensures that your users cannot exceed their allocated data allowance and if more data is required, a data bundle can be purchased, or user moved to a price plan with more data.
- **Wi-Fi Calling and Text Messaging (SMS over Wi-Fi)** Is an opt- in service that will only be enabled once the Buyer has contacted their account manager or service manager and requested that the service is added.
 - Please note calls made while using Wi-Fi Calling and Text Messaging (SMS over Wi-Fi) will be billed according to the Buyer's price plan (at the same rate as calls made on the Vodafone network) and will not be identified as originating from a Wi-Fi connection.
 - The price plans sold under this Service Offer that are compatible with Wi-Fi Calling and Text Messaging (SMS over Wi-Fi) are: Vodafone Public Sector Inclusive that include UK Data and Vodafone Public Sector Standby that include UK Data.
 - Please contact Buyer's account manager for a list of compatible devices.
- **Vodafone Enterprise Spend Manager** Buyers will have the free of charge option to set and manage a monthly usage limit to control out of bundle 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 Buyers plan.
- **Subsidy:** Where stated in the Order Form Vodafone shall provide the Customer with a Subsidy.
 - i. Vodafone shall provide Customer the total Subsidy value of the deal Subsidy within 60 days of the Commencement Date.
 - ii. Any Subsidy not used or unpaid within the Call Off Initial Period or three months prior to the expiry of the Call Off Initial Period shall be forfeited by Customer.
 - iii. For each Connection on the Price Plan set out in the Order Form, Supplier shall credit Customer its Subsidy entitlement as set out in the Order Form, up to the maximum quantity (the "Customer Subsidy Entitlement"). The Customer Subsidy Entitlement shall be set out in a table in the Order Form.
 - iv. In relation to the Subsidy listed in the Customer's Subsidy Entitlement:
 - a. Vodafone shall provide Customer the per Connection value of Subsidy as detailed in the Order Form within 60 days of the Commencement Date.
 - b. Subsidy shall only be available for use against the Standard List Price "U" from the device catalogue.
 - c. The value of the Subsidy as stated above will be increased to include VAT (calculated by reference to the standard rate of VAT at the Commencement Date) which will be added at the point when Subsidy is made available to Customer
 - d. For the avoidance of doubt, no additional Subsidy which may be payable in accordance with RM3808-L06 terms shall be payable to Customer for new (incremental) Connections during the Call Off Initial Period unless otherwise agreed in writing, to be signed by both parties.



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Price Plan Option 1: Vodafone Public Sector Inclusive Plans

The below price card will highlight the features and pricing for each.

Inclusive Value Price Plans

Included features are as follows:

5G

Available on all price plans at no additional charge

UK Calls and Texts

Calls to standard UK Landlines (starting 01, 02, 03), mobiles and standard UK text messages made or sent (as applicable) from and to the UK are included as part of the price plan (*subject to Fair Usage, as set out in Conditions on Buyer*).

All other call types on the Inclusive price plan shall be charged at the out of bundle rate set out in this price card.

Investment

24 and 36 month variants benefit from Equipment Credit, which is awarded upon ordering the new phone for new connections or out of contract upgrades. The Buyer can choose to spend this on this order towards the cost of the device, or spend it later, as long as it is used within that connection's term. The amount of Equipment Credit that is awarded depends on the tariff chosen.

UK Data Capping

UK Data Capping is available across all price plans that include either a single or shared data allowance. Further detail is available in the price card.

Public Sector Sharer

For another £2 per month per connection, Buyers can share their individual data allowance with others in the same account (who are also sharing). Further detail is available in the price card.



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Public Sector Unlimited

24 Month and SIMO variants benefit from unlimited data allowance in the UK.

For Unlimited data plans, data usage when roaming has to be capped at 25GB per billing month in Europe Zone 1 and Public Sector Traveller destinations. Buyers will be notified as they approach this limit. If Buyer reaches this limit, they will need to purchase an additional roaming data bundle to continue using data in Europe Zone 1 and Public Sector Traveller destinations until their monthly allowance renews. If a Buyer is opted out of Public Sector Traveller, the 25GB limit will apply in Europe Zone 1 Only. Any unused data on additional data bundles that have been purchased will expire at the end of the billing period. There is Further detail is available in the price card.

Note: Public Sector Unlimited plans are exclusive plans for the whole Buyer account; mixing of unlimited plans with any other plans will not be allowed.

Public Sector Traveller

Included in all price plans, Buyers will be able to benefit from their UK Calls, Texts and Data bundles, as well as their home out of bundle rates whilst in Vodafone's Europe zone 2 and World Zone for a simple daily fee. Further detail is available in the price card.

Vodafone Public Sector Inclusive Value 24 Month Price Plans

The following Inclusive Value price plans are subject to a minimum 24-month Term Per Connection commitment.

| Vodafone Public Sector Inclusive Value 24 Month | | | | | | | Unlimited | Unlimited |
|---|--|------------------------------------|-----|-------|------|------|--|----------------------|
| | | | | | | | 24 Month | 24 Month |
| Monthly Access Fee | £4 | £5 | £8 | £11 | £15 | £25 | £47 | £49 |
| (Per connection) | | | | | | | | |
| Minimum term | 24 Month | | | | | | 24 Month | |
| Inclusive UK data | 0GB (Barred from data) | 250MB | 1GB | 2.5GB | 5GB | 10GB | Unlimited# | Unlimited# |
| UK Min & Texts | Included (Subject to Fair Usage) | | | | | | Included (Subject to Fair Usage) | |
| Equipment Credit | £50 | £50 | £50 | £100 | £100 | £100 | £50 | £100 |
| UK Data capping | No | Yes – Opt in | | | | | No (Unlimited in UK) | No (Unlimited in UK) |
| Roaming | Vodafone Public Sector Traveller Included* | | | | | | Vodafone Public Sector Traveller Included* | |
| Public Sector Sharer | No | Extra £2 per connection, per month | | | | | No | No |

*Subject to a daily charge in section below "Travelling and using devices abroad, Vodafone Public Sector Traveller" for more detail

For Unlimited data plans, data usage when roaming has to be capped at 25GB per billing month in Europe Zone 1 and Public Sector Traveller destinations.

Vodafone Public Sector Inclusive Value 36 Month Price Plans

The following Inclusive Value price plans are subject to a minimum 36-month Term Per Connection commitment.

Vodafone Public Sector Inclusive Value 36 Month



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| Monthly Access Fee (Per connection) | £3.50 | £5 | £8 | £11 | £15 | £25 |
|--|--|------------------------------------|-------|--------|-------|------|
| Minimum term | 36 Month | | | | | |
| Inclusive UK data | OGB (Barred from data) | 375MB | 1.5GB | 3.75GB | 7,5GB | 15GB |
| UK Min & Texts | Included (Subject to Fair Usage) | | | | | |
| Equipment Credit | £75 | £75 | £75 | £150 | £150 | £150 |
| UK Data capping | No | Yes – Opt in | | | | |
| Roaming | Vodafone Public Sector Traveller Included* | | | | | |
| Public Sector Sharer | No | Extra £2 per connection, per month | | | | |

*Subject to a daily charge in section below "Travelling and using devices abroad, Vodafone Public Sector Traveller" for more detail

Vodafone Public Sector Inclusive Value 30 Day Price Plans

The following SIM Only Inclusive Value price plans are subject to a 30-day rolling Term Per Connection commitment**:

| Vodafone Public Sector Inclusive Value 30 Day | | | | | | | Unlimited | Unlimited |
|---|--|------------------------------------|-----|-------|-----|------|--|----------------------|
| | | | | | | | 30 Day Voice Only | 30 Day |
| Monthly Access Fee (Per connection) | £2.50 | £3 | £6 | £9 | £13 | £23 | £2.50 | £47 |
| Minimum term | 30 Day Rolling** | | | | | | 30 Day Rolling** | |
| Inclusive UK data | 0GB (Barred from Data) | 250MB | 1GB | 2.5GB | 5GB | 10GB | 0GB (Barred from Data) | Unlimited# |
| UK Min & Texts | Included (Subject to Fair Usage) | | | | | | Included (Subject to Fair Usage) | |
| Equipment Credit | £0 | £0 | £0 | £0 | £0 | £0 | £0 | £0 |
| UK Data capping | No | Yes – Opt in | | | | | No | No (Unlimited in UK) |
| Roaming | Vodafone Public Sector Traveller Included* | | | | | | Vodafone Public Sector Traveller Included* | |
| Public Sector Sharer | No | Extra £2 per connection, per month | | | | | No | No |

*Subject to a daily charge in section below "Travelling and using devices abroad, Vodafone Public Sector Traveller" for more detail For Unlimited data plans, data usage when roaming has to be capped at 25GB per billing month in Europe Zone 1 and Public Sector Traveller destinations.

**Please Note: This SIM Only Inclusive Value price plan is provided on a 30-day term basis, and may be continued by the Buyer at the end of each 30-day period, unless the Buyer terminates this plan on 30 days' written notice to Vodafone. If this SIM Only Inclusive Value price plan is ordered by the Buyer, in addition to a different price plan with a longer Minimum Term set out in this Service Offer, then, for the avoidance of any doubt, the Initial Period for each separate price plan shall apply.



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Price Plan Option 2: Vodafone Public Sector Standby Plans

The below price card will highlight the features and pricing for each.

Standby Value price plan

Included features are as follows:

5G

Available on plans including more than 5Gb of UK data

UK Calls and Texts

All Calls and Texts are not included within the Standby price plans and Buyers will pay the rate appropriate for the call being made. Call and texts shall be charged at the rates set in this price card.

Investment

Vodafone do not provide Equipment Credit on Standby price plans.

UK Data Capping

UK Data Capping is available across all price plans that include either a single or shared data allowance. Further detail is available later in the price card.

Public Sector Sharer

For a simple £2 per month per connection, Buyers can share their individual data allowance with others in the same account (who are also sharing). Further detail is available later in the price card.

Public Sector Traveller

Included in all price plans, Buyers will be able to benefit from their UK Calls, Texts and Data bundles, as well as their home out of bundle rates whilst in Vodafone's Europe zone 2 and World Zone for a simple daily fee. Further detail is available later in the price card.

The following price plans are subject to a 30-day rolling Term Per Connection commitment**:

| Vodafone Public Sector Standby Value | | | | |
|--------------------------------------|---|------------------------------------|--------|--------|
| Monthly Access Fee (Per connection) | £0 | £7.50 | £12.50 | £20.50 |
| Minimum term | 30 Day Rolling** | | | |
| Inclusive UK data | 0GB (Barred from data) | 2GB | 5GB | 10GB |
| UK Min & Texts | Charged per minute (See Rate Card for specific rates) | | | |
| Equipment Credit | £0 | £0 | £0 | £0 |
| UK Data Capping | No | Yes – Opt in | | |
| Roaming | Vodafone Public Sector Traveller Included* | | | |
| Public Sector Sharer | No | Extra £2 per connection, per month | | |

*Subject to a daily charge in section below "Travelling and using devices abroad, Vodafone Public Sector Traveller" for more detail

**Please Note: This SIM Only Inclusive Value price plan is provided on a 30-day term basis and may be continued by the Buyer at the end of each 30-day period, unless the Buyer terminates this plan on 30 days' written notice to Vodafone. If this SIM Only Inclusive Value price plan is ordered by the



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Buyer, in addition to a different price plan with a longer Initial Period set out in this Service Offer, then, for the avoidance of any doubt, the Initial Period for each separate price plan shall apply.



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Price Plan Option 3: Vodafone Public Sector Mobile Broadband Price Plans

The below price card will highlight the features and pricing for each.

Mobile Broadband Value price plan

Included features are as follows:

5G

Available on all price plans at no additional charge.

Investment

24 and 36-month variants benefit from Equipment Credit, which is awarded upon ordering the new phone for new connections or out of contract upgrades. The Buyer can choose to spend this on this order towards the cost of the device, or spend it later, as long as it is used within that connection's term. The amount of Equipment Credit that is awarded depends on the tariff chosen.

UK Data Capping

UK Data Capping is available across all price plans that include either a single or shared data allowance. Further detail is available later in the price card.

Public Sector Sharer

For a simple £2 per month per connection, Buyer can share their individual data allowance with others in the same account who are also sharing. Further detail is available in the price card.

Public Sector Unlimited

24 Month and SIMO variants benefit from unlimited data allowance in the UK.

For Unlimited data plans, data usage when roaming has to be capped at 25GB per billing month in Europe Zone 1 and Public Sector Traveller destinations. Buyers will be notified as they approach this limit. If Buyer reaches this limit, they will need to purchase an additional roaming data bundle to continue using data in Europe Zone 1 and Public Sector Traveller destinations until their monthly allowance renews. If a Buyer is opted out of Public Sector Traveller, the 25GB limit will apply in Europe Zone 1 Only. Any unused data on additional data bundles that have been purchased will expire at the end of the billing period. There is Further detail is available in the price card.

Note: Public Sector Unlimited plans are exclusive plans for the whole Buyer account; mixing of unlimited plans with any other plans will not be allowed.

Public Sector Traveller

Included in all price plans, Buyer will be able to benefit from their Data bundles and rates whilst in Vodafone's Europe zone 2 and World Zone for a simple daily fee. Further detail is available later in the price card.

Vodafone Public Sector Mobile Broadband Value 24 Month Price Plans

The following price plans are subject to a minimum 24-Month Term Per Connection commitment:

| Mobile Broadband Value 24 Month | Unlimited 24 Month |
|---------------------------------|--------------------|
|---------------------------------|--------------------|



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| Monthly Access Fee (Per connection) | £6 | £8 | £10 | £20 | £23 | £35 | £40 | £45 | £47 |
|--|--|-------|-----|------|------|------|------|------|--|
| Minimum term | 24 Month | | | | | | | | 24 Month |
| Inclusive UK data | 1GB | 2.5GB | 5GB | 10GB | 20GB | 30GB | 50GB | 60GB | Unlimited# |
| Equipment Credit | £50 | £50 | £50 | £100 | £100 | £100 | £100 | £100 | £100 |
| UK Data Capping | Yes – Opt in | | | | | | | | No (Unlimited in UK) |
| Roaming | Vodafone Public Sector Traveller Included* | | | | | | | | Vodafone Public Sector Traveller Included* |
| Public Sector Sharer | Extra £2 per connection, per month | | | | | | | | No |

For Unlimited data plans, data usage when roaming has to be capped at 25GB per billing month in Europe Zone 1 and Public Sector Traveller destinations. *Subject to a daily charge in section below "Travelling and using devices abroad, Vodafone Public Sector Traveller" for more detail.

Vodafone Public Sector Mobile Broadband Value 36 Month Price Plans

The following price plans are subject to a minimum 36-Month Term Per Connection commitment:

| Mobile Broadband Value 36 Month | | | | | | | | |
|--|--|--------|-------|------|------|------|------|------|
| Monthly Access Fee (Per connection) | £6 | £8 | £10 | £20 | £23 | £35 | £40 | £45 |
| Minimum term | 36 Month | | | | | | | |
| Inclusive UK data | 1.5GB | 3.75GB | 7.5GB | 15GB | 30GB | 45GB | 75GB | 90GB |
| Equipment Credit | £75 | £75 | £75 | £150 | £150 | £150 | £150 | £150 |
| UK Data Capping | Yes – Opt in | | | | | | | |
| Roaming | Vodafone Public Sector Traveller Included* | | | | | | | |
| Public Sector Sharer | Extra £2 per connection, per month | | | | | | | |



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Vodafone Public Sector Mobile Broadband Value 30 Day Price Plans

The following SIM Only Mobile Broadband Value price plans are subject to a 30-day rolling Term Per Connection Commitment**:

| Mobile Broadband Value 30 Day | | | | | | | | | Unlimited 30 Day |
|--|--|-------|-----|------|------|------|------|------|--|
| Monthly Access Fee (Per connection) | £4 | £6 | £8 | £15 | £18 | £22 | £25 | £32 | £43 |
| Minimum term | 30 Day Rolling** | | | | | | | | 30 Day Rolling** |
| Inclusive UK data | 1GB | 2.5GB | 5GB | 10GB | 20GB | 30GB | 50GB | 60GB | Unlimited# |
| Equipment Credit | £0 | £0 | £0 | £0 | £0 | £0 | £0 | £0 | £0 |
| UK Data Capping | Yes – Opt in | | | | | | | | No (Unlimited in UK) |
| Roaming | Vodafone Public Sector Traveller Included* | | | | | | | | Vodafone Public Sector Traveller Included* |
| Public Sector Sharer | Extra £2 per connection, per month | | | | | | | | No |

For Unlimited data plans, data usage when roaming has to be capped at 25GB per billing month in Europe Zone 1 and Public Sector Traveller destinations.

*Subject to a daily charge in section below "Travelling and using devices abroad, Vodafone Public Sector Traveller" for more detail

**Please Note; This SIM Only Mobile Broadband Value price plan is provided on a 30-day term basis, and may be continued by the Buyer at the end of each 30-day period, unless the Buyer terminates this plan on 30 days' written notice to Vodafone. If this SIM Only Mobile Broadband Value price plan is ordered by the Buyer, in addition to a different price plan with a longer Minimum Term set out in this Service Offer then, for the avoidance of any doubt, the Initial Period for each separate price plan shall apply.



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Price Plan Option 4: Smart Funding

Smart Funding Price Plans

The Smart Funding proposition enables Public Sector Buyers to purchase tablet devices and split the cost over a period of 24 months. The price of the device will be incorporated in the line rental and the Buyer will pay no/ small upfront charge for the device, compared to the Standard List Price.

Devices are arranged in Bands according to cost. Band 1 is for the highest cost devices through to Band 3 for the least costly. For a list of current devices and Smart Funding bands please refer to the Vodafone Public Sector Device Catalogue.

Smart Funding Value Price Plans

The Smart Funding Value Price plans retain all features found in Public Sector Value Mobile Broadband plans.

The following price plans are subject to a minimum 24-Month Term Per Connection commitment:

| Smart Funding Value Band 1 | | | | | | |
|-------------------------------------|--|--------|--------|--------|--------|--------|
| Monthly Access Fee (Per connection) | £48 | £55 | £60 | £65 | £75 | £80 |
| Minimum term | 24 Months | | | | | |
| Inclusive UK data | 5GB | 10GB | 20GB | 30GB | 50GB | 60GB |
| Inclusive Device | Band 1 | Band 1 | Band 1 | Band 1 | Band 1 | Band 1 |
| UK Data Capping | Yes – Opt in | | | | | |
| Roaming | Vodafone Public Sector Traveller Included* | | | | | |
| Public Sector Sharer | Extra £2 per connection, per month | | | | | |
| Smart Funding Value Band 2 | | | | | | |
| Monthly Access Fee (Per connection) | £31 | £37 | £42 | £47 | £57 | £62 |
| Minimum term | 24 Months | | | | | |
| Inclusive UK data | 5GB | 10GB | 20GB | 30GB | 50GB | 60GB |
| Inclusive Device | Band 2 | Band 2 | Band 2 | Band 2 | Band 2 | Band 2 |
| UK Data Capping | Yes – Opt in | | | | | |
| Roaming | Vodafone Public Sector Traveller Included* | | | | | |
| Public Sector Sharer | Extra £2 per connection, per month | | | | | |
| Smart Funding Value Band 3 | | | | | | |
| Monthly Access Fee (Per connection) | £18 | £25 | £30 | £35 | £45 | £50 |
| Minimum term | 24 Months | | | | | |
| Inclusive UK data | 5GB | 10GB | 20GB | 30GB | 50GB | 60GB |
| Inclusive Device | Band 3 | Band 3 | Band 3 | Band 3 | Band 3 | Band 3 |
| UK Data Capping | Yes – Opt in | | | | | |
| Roaming | Vodafone Public Sector Traveller Included* | | | | | |
| Public Sector Sharer | Extra £2 per connection, per month | | | | | |



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For a list of current devices and Smart Funding bands please refer to the Vodafone Public Sector Device Catalogue.



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Rates for Inclusive Value Price Plan's

Voice calls and messaging from the UK only.

| Standard UK call charges | Charge per minute |
|--|--|
| Calls to any Vodafone UK mobile or standard UK landline (starting 01, 02 or 03) within the UK | 0p* |
| Calls to other UK mobile networks within the UK | 0p* |
| Calls to UK voicemail | 0p |
| Standard UK call charges (1 minute minimum call charge) | Charge per minute |
| Video calling to any Vodafone UK mobile within the UK | 29.7p |
| Video calling to other UK mobile networks within the UK | 46.8p |
| Video calling to international mobile networks within the UK | 46.8p |
| Standard UK text charges | Charge per text |
| Standard UK text message | 0p* |
| Standard UK picture message | 33p |
| Standard UK long text | 15p |
| Standard UK video message | 51p |
| Non-geographic call charges (1 minute minimum call charge) | Charge per minute |
| Non-geographic numbers starting 0500 | Free |
| Non-geographic numbers starting 0800, 0808 | Free |
| Non-geographic numbers starting 0870, 0871, 0872, 0843, 0844, 0845 | Access charge of 2p a minute plus a service charge* (one-minute minimum call charge) |
| Charity numbers starting 0800 or 0808 | Free |
| Radio-paging services (starting 076) | 42.5p a call |
| Personal numbering services (starting 070) | 0p |
| From 1st October 2019: Calls to other UK mobile networks rate | |
| (Personal numbering services (starting 070) are part of the Buyer's UK minutes bundle inclusive in plan. Any out of bundle charges will be charged at the above rate). | |
| Call forwarding services (e.g. 07744, 07755) | 30p |

* These calls are subject to Fair Usage, for more detail, see the terms Fair Usage as described in the Conditions on the Buyer.

** A service charge also applies for calls to numbers starting 084, 087, 09 or 118, as advertised by the organisation offering the service (such as your bank or travel agent).

| Premium rate charges | Charges |
|--|--|
| Premium rate services (starting 09) | Access charge of 2p a minute plus a service charge** (one-minute minimum call charge) |
| Voice short codes. These are usually 5-7 numbers long and used for TV or radio shows, competition lines and information services. The service provider will let Buyer know the cost of the call. | Free to £2.00 per minute (one-minute minimum call charge) |
| Directory Enquiries call charges (1 minute minimum call charge) | Charge per Minute |
| Calls to Vodafone's preferred directory enquiry number (118 881) | Access charge of 2p minute, plus a service charge of 80p a minute (one-minute minimum call charge) |



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Calls to directory enquiries numbers (118)

Access charge of 2p a minute, plus a service charge** (one- minute minimum call charge)

** A service charge also applies for calls to numbers starting 084, 087, 09 or 118, as advertised by the organisation offering the service (such as your bank or travel agent).

Rates for Standby Value Price Plans

| Standard UK call charges (1 minute minimum call charge) | Charge per minute |
|---|--|
| Calls to any Vodafone UK mobile or standard UK landline (starting 01, 02 or 03) within the UK | 3p |
| Calls to other UK mobile networks within the UK | 7p |
| Calls to UK voicemail | 0p |
| Standard UK call charges (1 minute minimum call charge) | Charge per minute |
| Video calling to any Vodafone UK mobile within the UK | 29.7p |
| Video calling to other UK mobile networks within the UK | 46.8p |
| Video calling to international mobile networks within the UK | 46.8p |
| Standard UK text charges | Charge per text |
| Standard UK text message | 3p |
| Standard UK picture message | 33p |
| Standard UK long text | 15p |
| Standard UK video message | 51p |
| Non-geographic call charges (1 minute minimum call charge) | Charge per minute |
| Non-geographic numbers starting 0500 | Free |
| Non-geographic numbers starting 0800, 0808 | Free |
| Non-geographic numbers starting 0870, 0871, 0872, 0843, 0844, 0845 | Access charge of 2p a minute plus a service charge* (one-minute minimum call charge) |
| Charity numbers starting 0800 or 0808 | Free |
| Radio-paging services (starting 076) | 42.5p a call |
| Personal numbering services (starting 070) | 7p |
| Call forwarding services (e.g. 07744, 07755) | 30p |

From 1st October 2019: Calls to other UK mobile networks rate

(Personal numbering services (starting 070) are part of the Buyer's UK minutes bundle inclusive in plan. Any out of bundle charges will be charged at the above rate).

* A service charge also applies for calls to numbers starting 084, 087, 09 or 118, as advertised by the organisation offering the service (such as your bank or travel agent).

| Premium rate charges | Charges |
|-------------------------------------|--|
| Premium rate services (starting 09) | Access charge of 2p a minute plus a service charge* (one-minute minimum call charge) |



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| | |
|--|--|
| Voice short codes. These are usually 5-7 numbers long and used for TV or radio shows, competition lines and information services. The service provider will let Buyer know the cost of the call. | Free to £2.00 per minute (one-minute minimum call charge) |
| Directory Enquiries call charges (1 minute minimum call charge) | Charge per Minute |
| Calls to Vodafone's preferred directory enquiry number (118 881) | Access charge of 2p minute, plus a service charge of 80p a minute (one-minute minimum call charge) |
| Calls to directory enquiries numbers (118) | Access charge of 2p a minute, plus a service charge* (one-minute minimum call charge) |

* A service charge also applies for calls to numbers starting 084, 087, 09 or 118, as advertised by the organisation offering the service (such as your bank or travel agent).

Rates applicable for Standby Value and Inclusive Value Price Plans

International Calls, texts and video calls from the UK

Buyer's charges for International Calls (call from the UK to an abroad destination) are set out below. These rates are applicable for both Inclusive and Standby price plans.

| | |
|---|--------------------------|
| International Calls (one minute minimum call charge) | Charge per Minute |
| Calls to any Channel Islands and Isle of Man mobile and landline (starting 01481, 01534, 01624) | 30p |
| Calls to Europe Zones | 12p |
| Calls to USA and Canada | 12p |
| Calls to any other worldwide destination | 50p |
| Text messages (per message) | Charge per Text |
| Texts to Channel Islands or Isle of Man numbers | 15p |
| Worldwide (up to 160 characters) per text | 20.4p |
| Video calls (1 minute minimum call charge) | Charge per Minute |
| Worldwide | 46.8p |

All charges are stated in pence per minute or pence per text as applicable. International Calls to Europe are charged in one 60-second increment and thereafter measured in 1-second increments. Calls to International Bands USA and Canada and other Worldwide destinations are measured in 60-second increments.

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Rates for Mobile Broadband including Smart Funding Price Plans

| Standard UK call charges (1 minute minimum call charge, then charged per second) | Charge per minute |
|--|-------------------|
| Calls to any Vodafone UK mobile or standard UK landline (starting 01,02 or 03) within the UK | 37.5p |
| Calls to other UK mobile networks within the UK | 37.5p |
| Calls to UK voicemail | 37.5p |
| Standard UK text charges | Charge per text |
| Standard UK text message | 15p |

Travelling and using devices abroad

Public Sector Traveller

Buyer will be automatically opted in to Public Sector Traveller. Public Sector Traveller allows you to take your UK minutes, texts and data bundle and rates abroad for £2.50 a day per connection in our Europe Zone 2 and £5.00 a day per connection in our World Zone. For the Standby price plan, the cost to make a call will be as per the UK other network rate.

Buyer may opt out of Public Sector Traveller at any time, and may choose not to opt in if Buyer prefers and return to Vodafone Standard List roaming rates.

Please Note: By opting in to Public Sector Traveller, the Buyer will automatically opt out of the 50 Euro monthly spend limit for data in Europe zone 2 and the World Zone because Buyer will be using its UK Data allowance

Public Sector Unlimited

24 Month and SIMO variants benefit from unlimited data allowance in the UK.

For Unlimited data plans, data usage when roaming has to be capped at 25GB per billing month in Europe Zone 1 and Public Sector Traveller destinations. Buyers will be notified as they approach this limit. If Buyer reaches this limit, they will need to purchase an additional roaming data bundle to continue using data in Europe Zone 1 and Public Sector Traveller destinations until their monthly allowance renews. If a Buyer is opted out of Public Sector Traveller, the 25GB limit will apply in Europe Zone 1 Only. Any unused data on additional data bundles that have been purchased will expire at the end of the billing period.. There is further detail available in the price card.

Note: Public Sector Unlimited plans are exclusive plans for the whole Buyer account; mixing of unlimited plans with any other plans will not be allowed.

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Roaming Rates for Inclusive & Standby Price Plans

| Zone | Making calls in Europe and Back to the UK | | Making Calls From Europe to USA and Rest of World | Receiving calls and texts in Europe (No Daily Fee will apply) | Sending texts | | Using the internet |
|--|--|--------------------|---|---|---|---------------------------------------|---|
| | Inclusive Price Plan | Standby Price Plan | | | Inclusive Price Plan | Standby Price Plan | |
| Europe Zone1 £0 Daily Fee per connection Europe Zone 2 £2.50 Daily Fee per connection | 0p per minute | 7p per minute | 12p per minute USA and Canada 50p per minute Calls to any other worldwide destination | 0p | 0p per text in Europe to a UK mobile 29.17p per text when sending from Europe to any other worldwide destination or an international mobile number | 3p per text in Europe to a UK mobile | Use UK Data Bundle then charged No Sharer £5.00 per 250MB With Sharer £12.77 per GB With Unlimited Un imited Plans no charges but capped at 25GB within Europe Zone 1, Europe Zone 2 and World Zone. Additional Data can be purchased. |
| Zone | Making calls in Country and back to the UK | | Making Calls to other Country | Receiving calls and texts in Country (No Daily Fee will apply)* | Sending texts | | Using the internet |
| | Inclusive Price Plan | Standby Price Plan | | | Inclusive Price Plan | Standby Price Plan | |
| World Zone £5.00 Daily Fee per connection | 0p per minute | 7p per minute | 12p per minute to Europe 12p per minute to USA and Canada 50p per minute to any other worldwide destination | 0p | 0p per text in country to a UK mobile 29.17p per text when sending in country to any other worldwide destination or an international mobile number | 3p per text in country to a UK mobile | Use UK Data Bundle then charged No Sharer £5.00 per 250MB With Sharer £12.77 per GB With Unlimited Un imited Plans no charges but capped at 25GB within Europe Zone 1, Europe Zone 2 and World Zone. Additional Data can be purchased. |

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* Receiving standard text messages is included, premium texts not included.

All charges are stated in pence per minute or pence per text as applicable. Calls made in Public Traveller countries/destinations have a minimum call Charge of 1 minute then charged per second charging. Group data bundle can be used while roaming if opted in Public Traveller, this will only apply to countries in Vodafone Public Sector Traveller

List of countries by Zone are detailed within Appendix 1 of the terms of this Service Offer.

Roaming Rates for Mobile Broadband Price Plans (Including Smart Funding)

| Zone | Receiving calls and texts In Europe (No Daily Fee will apply) | Sending texts | Using The Internet |
|--|---|--|---|
| Europe Zone1 £0 Daily Fee per connection Europe Zone 2 £2.50 Daily Fee per connection | 0p | 15p per text in Europe to a UK mobile 29.17p per text when sending from Europe to any other worldwide destination or an international mobile number | Use UK Data Bundle then charged No Sharer £5.00 per 250MB With Sharer £12.77 per GB With Unlimited Unlimited Plans no charges but capped at 25GB within Europe Zone 1, Europe Zone 2 and World Zone. Additional Data can be purchased. |
| Zone | Receiving calls and texts In Country (No Daily Fee will apply)* | Sending texts | Using The Internet |
| World Zone £5.00 Daily Fee per connection | 0p | 15p per text in country to a UK mobile 29.17p per text when sending in country to any other worldwide destination or an international mobile number | Use UK Data Bundle then charged No Sharer £5.00 per 250MB With Sharer £12.77 per GB With Unlimited Unlimited Plans no charges but capped at 25GB within Europe Zone 1, Europe Zone 2 and World Zone. Additional Data can be purchased. |

Standard List Price for Calls, texts and data outside the UK not covered by Vodafone Public Sector Traveller

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Where the Buyer opts out of Public Sector Traveller or where Buyer roams outside of Public Sector Traveller zones the following rates apply.

| Zone | Receiving calls; | | | | Sending picture messages | Making Calls & Sending SMS from Europe Zone 1 to any other Zone |
|----------------------|--|---|------------------|--|--------------------------|---|
| | Making calls & Sending texts within Europe Zone1 and Back to the UK; | | | | | |
| | Using the internet | | | | | |
| Europe Zone 1 | Domestic (†) | | | | Domestic (†) | International (*) |
| Zone | Making calls in Europe and Back to the UK | Making Calls From Europe Zone 2 to USA/Canada and Rest of the World | Receiving calls | Sending texts | Sending picture messages | Using the internet |
| Europe Zone 2 | 20.4p per minute | 79p per minute | 5.95p per minute | 6.8p per text | 37p per picture message | 38.29p per MB |
| Zone | Making calls in Country and back to the UK | Making Calls to other Country | Receiving calls | Sending texts | Sending picture messages | Using the internet |
| Asia Pacific | 80p per minute | £1.79 per minute | 75p per minute | 35p per text plus the UK text message rate | 37p per picture message | <u>Inclusive/Standby</u> £3 per MB for the first 5MB, £15 per 5MB thereafter |
| USA & Canada | £1 per minute | £1.79 per minute | 80p per minute | 35p per text plus the UK text message rate | 37p per picture message | <u>Mobile Broadband</u> |
| Rest of World Zone 1 | £1.40 per minute | £1.79 per minute | £1 per minute | 35p per text plus the UK text message rate | 37p per picture message | £25 per 100MB per day |
| Rest of World Zone 2 | £2 per minute | £20 per minute | £1.50 per minute | 50p per text plus the UK text message rate | 37p per picture message | <u>Inclusive/Standby</u> £6 per MB for the first 5 Mb, then £30 per 5MB thereafter <u>Mobile Broadband</u> £25 per 100MB per day |

(†) Buyers are charged standard UK charges and standard UK out-of-bundle charges. Calls to non-standard UK numbers (premium rate, directory enquiry, non-geographical, etc.) are charged 3.9p per min. Calls to Free Phone numbers (0800, 0808) are free of charge. UK Non-geographic minutes bundles can't be used in Europe Zone 1.

(*) Cross-zone calls & texts are charged as International Calls and texts. Any applicable International Add-ons and/or inclusive International minutes apply. (See 'International calls, texts and video calls from the UK' for the Intl. rates and Add-ons)

In Europe Zone 2, Vodafone will charge Buyer for calls Buyer makes in 1 second increments with a 30 second minimum call charge. All calls Buyer receives are charged per second.

In Asia Pacific, USA & Canada, Rest of World 1 and Rest of World Zone 2, Vodafone will charge Buyer for the calls Buyer makes and receives in 1 minute increments with a 1 minute minimum call Charge.

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Premium Rate Calls and satellite calls are excluded and additional charges (including network handling fees) may apply. If Vodafone is charged an admin fee from a foreign network operator for Buyer to receive a text, Vodafone will pass this Charge to Buyer.

Buyer may use roaming services from other providers, but Buyer acknowledges that any such use is outside this Agreement and shall not contribute to any Target Spend (where applicable).

Video Telephony calls made whilst abroad are charged at the standard Vodafone World video calling rates as set out below:

| Zone | Making a call (MO) | | | | Receiving a call (MT) | | |
|---------------------|-------------------------|----------------------------|----------------------|---------------------|-----------------------|----------------------|---------------------|
| | To UK & Zone 1, 2 (ppm) | To any other country (ppm) | Unit duration (secs) | First period (secs) | Pence per minute | Unit duration (secs) | First period charge |
| Europe Zone 1 | 127.7p | 191.5p | 30 | 60 | 97.9p | 1 | 4.2p |
| Europe Zone 2 | 115p | 225p | 30 | 60 | 75p | 1 | 5.0p |
| Asia Pacific | 150p | 295p | 30 | 60 | 115p | 1 | 5.0p |
| USA & Canada | 225p | 295p | 60 | 60 | 150p | 60 | 5.0p |
| Rest of the World 1 | 255p | 295p | 30 | 60 | 190p | 1 | 5.0p |
| Rest of World 2 | 200p | 200p | 60 | 60 | 150p | 1 | 2.5p |

Roaming Data Bundles

Where Buyer has selected a handheld and voice Inclusive, or Standby data plan, Buyer has the option of choosing a 1GB or 2GB Roaming Data Bundle. Where Buyer is opted in to both Public Sector Traveller and a Roaming Data Bundle, Public Sector Traveller will apply in the Public Sector Traveller countries/destinations instead of the Roaming Data Bundle.

Note: Roaming Data Bundle is not shared with the group on sharer connections and will apply only to the individual connection

| Description | Monthly Access Fee | What's included |
|------------------|---------------------|---|
| 1GB Roaming Data | £100.00 | 1GB allowances to all countries except Rest of World 2 and Europe Zone 1. If used with Public Sector Traveller, the Public Sector Traveller rates will apply in the Public Sector Traveller countries/destinations and the 1GB allowance will be used in Rest of World countries not included in Public Sector Traveller. |
| 2GB Roaming Data | £150.00 | 2GB allowances to all countries except Rest of World 2 and Europe Zone 1. If used with Public Sector Traveller, the Public Sector Traveller rates will apply in the Public Sector Traveller countries/destinations and the 2GB allowance will be used in Rest of World countries not included in Public Sector Traveller. |
| Description | One Time Access Fee | What's included |

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| | | |
|--|------------------------|--|
| 1GB Roaming Data (For unlimited plans only) | £3.50 One Time | For Unlimited Data plans, a usage cap of 25GB is applied in Europe Zone 1 and Public Sector Traveller zones. Buyers then have options to buy additional data bundles Any unused data on additional data bundles that have been purchased will expire at the end of the billing period. |
| 5GB Roaming Data (For unlimited plans only) | £12.50 One Time | For Unlimited Data plans, a usage cap of 25GB is applied in Europe Zone 1 and Public Sector Traveller zones. Buyers then have options to buy additional data bundles Any unused data on additional data bundles that have been purchased will expire at the end of the billing period. |

Roaming Data Caps

Where Buyer has selected a handheld and voice Inclusive, or Standby data plan Buyer has the option of choosing a roaming data cap. When added will override standard roaming cap of £39.33 (50 euro spend cap) and give a new cap in Europe Zone 2 and Rest of World Zones. Notification sent at 80% of usage, then capped at 100% of usage. When used with Public Sector Traveller will not take into account Public Sector Traveller countries.

| Description | Recurring Charge | Value notification sent at 80% Usage | Value Cap applied at 100% Usage |
|-----------------------|------------------|--------------------------------------|---------------------------------|
| Roaming Cap £200.00 | £0.00 | £160.00 | £200.00 |
| Roaming Cap £500.00 | £0.00 | £400.00 | £500.00 |
| Roaming Cap £750.00 | £0.00 | £600.00 | £750.00 |
| Roaming Cap £1,000.00 | £0.00 | £800.00 | £1,000.00 |
| Roaming Cap £1,250.00 | £0.00 | £1,000.00 | £1,250.00 |
| Roaming Cap £1,500.00 | £0.00 | £1,200.00 | £1,500.00 |
| Roaming Cap £2,000.00 | £0.00 | £1,600.00 | £2,000.00 |

Inclusive European Roaming Fair Usage Policy (FUP)

Inclusive European Roaming services are intended for use during periodic travel and not for Buyers roaming across foreign networks on a semi-permanent or permanent basis.

If Buyers use their mobile in the inclusive European roaming zone for more than 50% of the time in any 4 month rolling period, they will receive a text requesting more moderate use of our roaming services.

If Buyers' usage in the inclusive European roaming zones continues to exceed 50% as described above, over the 2-week period following the first notification, Buyers may be charged for further use or we may bar them from using our roaming services. Buyers will be notified before we do this.

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Using Data in the UK

Opt in Options for Using Data in the UK

Additional Data Bundles for Non-Sharers

Data bundles can be added together (e.g. 1GB and 3GB added together will give a data bundle of 4GB). Buyer cannot add two of the same bundles together (e.g. 1GB and 1GB). The data bundles can be used while roaming if opted in Public Sector Traveller, this will only apply to countries/destinations in Public Sector Traveller.

| Optional internet pack | Monthly Charge |
|--------------------------|----------------|
| 1GB of UK internet usage | £3.50 |
| 2GB of UK internet usage | £6.00 |
| 3GB of UK internet usage | £9.00 |
| 5GB of UK internet usage | £12.50 |

Additional Data Bundles for Public Sector Sharers

Buyer can choose to share their data allowance with the rest of their organisation for £2 per month per connection. All connections who have chosen to opt in will share their UK data allowances, plus any Opt in Options internet packs, in a pool ("Data Pool"). Connections on a 'voice only' price plan (without an allocation of data) will not be able to opt in. Buyer must have a ("Lead Connection") among its ("Member Connections") on the Vodafone Public Sector Sharer. The Lead Connection, Deputy Connection and the Member Connections on the Vodafone Public Sector Sharer are called the 'Group'.

The Lead Connection:

- will incur all charges incurred by the Group;
- cannot have a content bar applied because out of bundle charges will be recorded as content purchases; and
- Must be a 'smartphone'.

If the Lead Connection is disconnected: (a) the last voice-enabled Member Connection in the Group will be assigned 'Lead Connection' status.

The Deputy Connection:

- is optional

Buyer must purchase at least 1GB UK data for the Lead Connection which will be available for the Group to share and each connection within the Group must average at least 1GB per connection (with a data allowance) at all times e.g. if there are 4 connections with a data allowance in the Group, at least 4GB of UK data must be purchased.

| Optional internet pack | Monthly Charge |
|----------------------------|----------------|
| 1GB of UK internet usage | £5.00 |
| 2GB of UK internet usage | £10.00 |
| 3GB of UK internet usage | £15.00 |
| 5GB of UK internet usage | £25.00 |
| 10GB of UK internet usage | £50.00 |
| 20GB of UK internet usage | £100.00 |
| 50GB of UK internet usage | £250.00 |
| 100GB of UK internet usage | £500.00 |
| 250GB of UK internet usage | £1,250.00 |
| 500GB of UK internet usage | £2,500.00 |
| 750GB of UK internet usage | £3,750.00 |

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| Optional internet pack | Monthly Charge |
|------------------------------|----------------|
| 1000GB of UK internet usage | £5,000.00 |
| 1250GB of UK internet usage | £6,250.00 |
| 1500GB of UK internet usage | £7,500.00 |
| 1750GB of UK internet usage | £8,750.00 |
| 2000GB of UK internet usage | £10,000.00 |
| 5000GB of UK internet usage | £25,000.00 |
| 10000GB of UK internet usage | £50,000.00 |

Out of Bundle Data charges in UK

The following charges will apply once Buyer exceeds its included allowance, or where Buyer's allowance does not include any of the services listed above (out of bundle rates).

Non Sharer

| Single User Out of Bundle Charge | Charge |
|---|---|
| Charge once Single Data allowance has been used | £2.44 per 250MB, charged in per 250MB Increments. |

Public Sector Sharer

| Public Sector Sharer Out of Bundle Charge | Charge |
|---|--|
| Charge once the Group's Data Pool has been used | £12.77 per GB, charged in per GB Increments. |

Public Sector Unlimited

| Public Sector Unlimited Out of Bundle Charge | Charge |
|--|--------|
| Charge for Domestic Data allowance. | 0p# |

For Unlimited data plans, data usage when roaming has to be capped at 25GB per billing month in Europe Zone 1 and Public Sector Traveller destinations.

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Data Threshold and Capping Notifications

Buyers can request for Single Users on a connection basis to opt in to a data usage cap. The Data Usage cap will result in the user being barred once their UK Data allowance has been fully consumed.

If more data is required, Buyer can either;

- Remove the cap and be charged standard out of bundle rate as outlined in “Out of Bundle Data charges in UK” section
- Move up to a price plan which includes more data
- Purchase a Data Add-on

Buyers can request for Sharer users, to receive data threshold notifications.

Data Notifications

Below are the available notifications sent by Vodafone

- Out of bundle charging for the group will be charged to the Lead Connection
- Lead and Deputies can't opt out of receiving SMS notifications.

| Message Description | Lead/Deputy connection | Message Description | Lead/Deputy connection when Member has capping |
|--|------------------------|---|--|
| Data pool usage text - Sent to Buyer at 80% and 100% of its data pool usage. Deputy connection membership is optional. | ✓ | Data pool usage text - Sent to Buyer at 80% and 100% of its data pool usage. Deputy connection membership is optional. | ✓ |
| Out of Bundle Step text - Sent to Buyer at 80% and 100% of its out of bundle usage in the pool. Out of bundle charges are calculated in steps of 1GB. | ✓ | Out of Bundle Step text - Sent to Buyer at 80% and 100% of its out of bundle usage in the pool. Out of bundle charges are calculated in steps of 1GB. | ✓ |
| Pool usage query - Text 'INTERNETBALANCE' to 40506. | ✓ | Pool usage query - Text 'INTERNETBALANCE' to 40506. | ✓ |
| Pool update text - When optional internet packs or Member connections are added. | ✓ | Pool update text - When optional internet packs or Member connections are added. | ✓ |
| Lead administrator change text - The Lead Connection can be changed by calling Buyer services. A message is sent to the old Lead Connection and current Deputy connection notifying them of any change. | ✓ | Lead administrator change text - The Lead Connection can be changed by calling Buyer services. A message is sent to the old Lead Connection and current Deputy connection notifying them of any change. | ✓ |
| Threshold notification and bar text - When data usage has reached 100% of the Member connection's data threshold limit, a text notification is sent to the Lead Connection. The Lead Connection can respond to this message by texting 'BAR INTERNET' to 40506 to bar data usage to that Member connection for the rest of the billing month only. The Member connection's threshold limit must be applied for this feature to operate which can be applied during initial set up of Buyer's account. | ✓ | Capping notification and bar text - When data usage has reached 100% of the Member connection's data capping limit, a text notification is sent to the Lead Connection to inform them that the member connection has had a data bar applied. The Lead Connection can contact the account administrator to remove the data bar. Note the Member connection the data bar applies is for the rest of the billing month only. The Member connection's threshold limit must be applied for this feature to operate which can be applied during initial set up of Buyer's account. | ✓ |

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| Message Description | Lead/Deputy connection | Message Description | Lead/Deputy connection when Member has capping |
|---|------------------------|--|--|
| Member UNBAR text - The Lead Connection can text "UNBAR INTERNET" to 40506 to allow the Member connection to use data if a bar was applied. A text is also sent to the Member connection (where enabled) to advise of the removal. | ✓ | Member UNBAR text - The Lead Connection can text "REMOVE DATA CAP" to 40506 to allow the Member connection to use data if a bar was applied. A text is also sent to the Member connection (where enabled) to advise of the removal. To remove their cap send **I REMOVE DATA CAP to 40506 | ✓ |
| STOP Messages - If Buyer opts out of the 'Data pool usage text', 'Additional Data text', or the 'Out of Bundle Step text' by texting STOP to 40506, this will opt Buyer out of all of these texts and any texts about roaming usage. | ✓ | STOP Messages - If Buyer opts out of the 'Data pool usage text', 'Additional Data text', or the 'Out of Bundle Step text' by texting STOP to 40506, this will opt Buyer out of all of these texts and any texts about roaming usage. | ✓ |

Member SMS Notifications

Below are the available notifications sent by Vodafone:

| Message Description | Member connection | Message Description | Member connection with capping |
|---|-------------------|---|--------------------------------|
| Member's Threshold Limit text - Sent when data usage has reached 80% and 100% of a Member connection's data threshold limit. The Member connection's data threshold limit must be applied for this feature to operate which can be set during initial set up of Buyer's account. | ✓ | Member's Cap Limit text - Sent when data usage has reached 80% and 100% of a Member connection's data cap limit. The Member connection's data Capping limit must be applied for this feature to operate which can be set during initial set up of Buyer's account. | ✓ |

The following data threshold/capping notifications are available for the Lead Connection and / or the Deputy connection (where applicable) to receive for Member connections:

Connection can either add a data threshold notification or a data capping threshold but not both. A Buyer's account can have a mixture of data thresholds notifications and data capping thresholds i.e. 10 connections with 1GB data threshold notifications and 20 connections with 20GB data capping notifications.

| Data Threshold/Capping Allowance | | | |
|----------------------------------|------|-------|-------|
| 250MB | 4GB | 50GB | 150GB |
| 500MB | 5GB | 75GB | |
| 1GB | 8GB | 100GB | |
| 2GB | 10GB | 125GB | |

Email notifications

The Buyer will be able to opt in to receive email notifications which provide copies of SMS notifications received. The Buyer must be opted in to receive SMS notifications on the connection. The email address allocated by the Buyer could be the connection's email address or could be an administrator's group email address. The following email types are available.

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| Email Message Types | Description |
|--------------------------------|--|
| Group Email Notification Daily | Sends previous day's summary of SMS notifications sent for Group |
| Group Email Notify Per Message | Sends each notification summary of SMS notifications sent for Group |
| User Email Notification Daily | Sends previous day's summary of SMS notifications for individual user |
| User Email Notify Per Message | Sends each notification summary of SMS notifications for individual user |

8.2. Technology, Equipment and Solutions Options

The following Technology, Equipment and Solutions are available to the Buyer, and where applicable at an additional charge

Blackberry

Vodafone offer a range of Blackberry bolt-on services – please view the RM3808 Blackberry User Endpoint Management Service Offer under Lot 6.

Apple Device Enrolment (Apple DEP)

Is available free of charge. Apple DEP is designed to ease Enterprise Buyers' deployment and management of large numbers of iOS (iPhone and iPad) devices. It provides streamlined set up, over the air configuration plus automated and enforced Mobile Device Management (MDM) profile deployment, please view the RM3808 Apple DEP Service Offer under Lot 6.

Samsung Knox Mobile Enrolment (Samsung KME)

Is available free of charge. Samsung KME is a zero-touch deployment service that allows Buyers to quickly enrol a large number of Samsung devices (phones and tablets) into their chosen Mobile Device Management (MDM) solution for corporate use. Once the Buyer's IT admin registers a device with the service, the device user simply has to turn it on and connect to Wi-Fi or 4G during the initial device setup process. please view the RM3808 Samsung Knox Service Offer under Lot 6.

Devices

Vodafone shall provide or offer for purchase to the Buyer a choice of mobile devices and applicable charges for connection to the Services. The choice of devices shall regularly be updated and published in the Public Sector Monthly Device Price List. Mobile devices provided to the Buyer shall be unlocked at no additional charge at least thirty (30) days prior to the expiry or termination of the Call-Off Agreement.

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9. Definitions

The following definitions are applicable to this Service Offer;

| | |
|-------------------------------|--|
| Access Fee | A monthly or other periodic charge (as set out in this Service Offer and/or the Call Off Terms) payable by the Buyer for use of the Services. |
| Actual Spend: | means the aggregate amount of Charges (less any fees for Equipment paid for by Equipment credit, Equipment airtime credit or cash bonus and less any credits or rebates applied to the account) incurred and paid by Customer in respect of the Services to which the Minimum Spend relates in the relevant Call Off Initial Period. |
| Additional Service Recipients | a Buyer Group entity which is not a direct party to this Agreement, but which is named in this Agreement as a beneficiary of the Services or otherwise approved to receive the Services |
| Add-on | Functionality that is added to a Connection with an existing price plan associated with it (e.g. an Email price plan added to a Voice price plan). |
| Agreement | means the Call-Off Contract and Service Offer. |
| AUP | Vodafone's acceptable use policy available on request. |
| Buyer | The entity identified as the Buyer in the Call-Off Contract |
| Buyer Equipment | hardware, Software or any other tangible material not supplied by Vodafone that is used with or to access the Service. Any Equipment Buyer purchases from Vodafone shall be considered to be Buyer Equipment once title has passed to the Buyer. |
| Buyer Group | Buyer and any company in which Buyer has the beneficial ownership of more than 50% of the issued share capital, or the legal power to direct the general management of the company in question, either at or after the date of the Call-off Contract. |
| Buyer Site | as the context permits a Buyer's premises (either owned by Buyer or a third party) which Vodafone needs to access in order to deliver or install Equipment and/or to provide the Services or the location where the Services are to be provided, as set out in the Call-Off Contract. |
| Connection | A UK Vodafone SIM card (whether physical or embedded in a device (and then known as an e-SIM Card)) that has been configured to attach to the Vodafone UK network, with a voice price plan and/or data plan associated with it. |
| Data | a data only price plan typically added to a Connection for use on a mobile broadband device, tablet, or other such device that is limited to data use only. |
| Device Price List | means the document produced, maintained and issued from time to time by Vodafone detailing the devices and corresponding prices then currently available for Buyers to procure from Vodafone. |
| Directory Enquiries | Calls to Vodafone directory enquiries numbers (118 881), calls to directory enquiry numbers (118), for internal directory enquiries (118661). These numbering codes may be updated from time to time by the regulator. |
| Email | a data price plan typically added to a Connection with an existing voice price plan, and sometimes called an 'Add-On'. |
| End Of Life | where Vodafone or a manufacturer of Equipment declares that the type of Equipment is end-of-life (or otherwise stops marketing, selling or supporting it). |
| Equipment | hardware, Vodafone Software, and any other tangible equipment (other than SIMs) supplied by, or on behalf of, Vodafone to Buyer for use in receiving the Services. Equipment excludes Buyer Equipment. |
| Fair Usage | the usage control applied by Vodafone to certain Data price plans. |

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| | |
|---------------------------|---|
| 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. |
| International Calls | Calls or texts to other countries from the UK. |
| Migrated Connection | a mobile number already connected to the Vodafone network (not including via mobile virtual network operators) but managed by a different supplier and that is transferred to Vodafone under the Call-Off Contract. |
| Minimum Spend | is the sum of money set out in the Order Form, as required by Clause 2.2(p)(iv)(B) above which is the amount the Supplier anticipates the Customer shall pay in Service Charges during the Call Off Initial Period for Services provided in accordance with the Order Form. |
| 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. |
| Public Sector Traveller | enables a Buyer's organisation to work abroad worry free. Buyers can take their standard UK calls, texts and data abroad knowing how much they will be charged beforehand. 4G roaming is also now available in 150 destinations. Included in all price plans. |
| Premium Rate Calls | Mean non-geographic numbers, charity numbers, radio-paging services, personal numbering services, call forwarding services, premium rate services, voice short codes, directory enquiry numbers. These numbering codes may be updated from time to time by the regulator. |
| Roaming | The ability to make calls to other countries whilst outside of the UK |
| Roaming Calls | Calls or texts made and/or received within a country other than the UK. |
| 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. |
| Standard List Price(s) | Vodafone's standard unsubsidised charges for equipment and services as: (1) set out on any Vodafone website; and/or (2) advised to Buyers by Vodafone; and/or (3) as are available on request from Vodafone, as amended by Vodafone from time to time. |
| Subsidy | any Equipment Credit provided by Vodafone to the Buyer pursuant to this Service Offer |
| Supplier | where used in this Service Offer or Call-Off Contract means Vodafone. |
| Target Spend | the amount of money specified in the Call-Off Contract for a particular Service (where applicable). |
| Term Per Connection | The minimum term for which the Buyer commits to receive the service for each connection. |
| Text Message | A short message service (text) message. |
| User | an individual end user of the Services who is approved by Buyer and who must be a permanent or temporary employee or sub-contractor of Buyer or an Additional Service Recipient unless otherwise specified in this Agreement. |
| User Details | a username, password, or other access information used by a User to access the Service and/or Equipment. |
| VCO | Vodafone Corporate Online, the online portal provided by Vodafone used by the Buyer to place orders for additional Services and / or changes to existing Services. |
| Vodafone | Vodafone Limited, registered number 01471587, and registered office Vodafone House, The Connection, Newbury, Berkshire RG14 2FN. |
| Vodafone Software | any Software supplied by Vodafone or its licensors to Buyer (including Software embedded in any Equipment). |
| Voice | a price plan with circuit switch call functionality and texting. |

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| | |
|---|---|
| Wi-Fi Calling and Text Messaging (SMS over Wi-Fi) | an integrated service that allows Buyer to make and receive voice calls and text messages over a wireless internet connection such as home broadband, office broadband or public Wi-Fi (and “Wi-Fi Calling” and “SMS over Wi-Fi” shall each be construed and refer to the relevant part of such service). |
|---|---|

Appendix 1 – Roaming Zones

| Countries | Public Sector Traveller | Opted out of Public Sector Traveller |
|--------------------------------|-------------------------|--------------------------------------|
| Austria | Europe Zone 1 | Europe Zone 1 |
| Azores | Europe Zone 1 | Europe Zone 1 |
| Belgium | Europe Zone 1 | Europe Zone 1 |
| Bulgaria | Europe Zone 1 | Europe Zone 1 |
| Canary Islands | Europe Zone 1 | Europe Zone 1 |
| Croatia | Europe Zone 1 | Europe Zone 1 |
| Cyprus | Europe Zone 1 | Europe Zone 1 |
| Czech Republic | Europe Zone 1 | Europe Zone 1 |
| Denmark | Europe Zone 1 | Europe Zone 1 |
| Estonia | Europe Zone 1 | Europe Zone 1 |
| Finland | Europe Zone 1 | Europe Zone 1 |
| France (Incl. Corsica) | Europe Zone 1 | Europe Zone 1 |
| French Guiana | Europe Zone 1 | Europe Zone 1 |
| Germany | Europe Zone 1 | Europe Zone 1 |
| Gibraltar | Europe Zone 1 | Europe Zone 1 |
| Greece | Europe Zone 1 | Europe Zone 1 |
| Guadeloupe | Europe Zone 1 | Europe Zone 1 |
| Hungary | Europe Zone 1 | Europe Zone 1 |
| Iceland | Europe Zone 1 | Europe Zone 1 |
| Ireland | Europe Zone 1 | Europe Zone 1 |
| Italy (Incl. Vatican City) | Europe Zone 1 | Europe Zone 1 |
| Latvia | Europe Zone 1 | Europe Zone 1 |
| Liechtenstein | Europe Zone 1 | Europe Zone 1 |
| Lithuania | Europe Zone 1 | Europe Zone 1 |
| Luxembourg | Europe Zone 1 | Europe Zone 1 |
| Madeira | Europe Zone 1 | Europe Zone 1 |
| Malta | Europe Zone 1 | Europe Zone 1 |
| Martinique | Europe Zone 1 | Europe Zone 1 |
| Mayotte | Europe Zone 1 | Europe Zone 1 |
| Monaco | Europe Zone 1 | Europe Zone 1 |
| Netherlands | Europe Zone 1 | Europe Zone 1 |
| Norway | Europe Zone 1 | Europe Zone 1 |
| Poland | Europe Zone 1 | Europe Zone 1 |
| Portugal | Europe Zone 1 | Europe Zone 1 |
| Romania | Europe Zone 1 | Europe Zone 1 |
| Reunion | Europe Zone 1 | Europe Zone 1 |
| Saint Martin | Europe Zone 1 | Europe Zone 1 |
| Slovakia | Europe Zone 1 | Europe Zone 1 |
| Slovenia | Europe Zone 1 | Europe Zone 1 |
| Spain (Incl. Balearic Islands) | Europe Zone 1 | Europe Zone 1 |
| Sweden | Europe Zone 1 | Europe Zone 1 |

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| Countries | Public Sector Traveller | Opted out of Public Sector Traveller |
|----------------------------------|-------------------------|--------------------------------------|
| Albania | World Zone | Rest Of World 1 |
| Bosnia and Herzegovina | World Zone | Rest Of World 1 |
| Faroe Islands | Europe Zone 2 | Europe Zone 2 |
| Guernsey | Europe Zone 2 | Europe Zone 2 |
| Isle of Man | Europe Zone 2 | Europe Zone 2 |
| Jersey | Europe Zone 2 | Europe Zone 2 |
| San Marino | Europe Zone 2 | Europe Zone 2 |
| Switzerland | Europe Zone 2 | Europe Zone 2 |
| Turkey | Europe Zone 2 | Europe Zone 2 |
| Canada | World Zone | USA & Canada |
| United States | World Zone | USA & Canada |
| Australia | World Zone | Asia Pacific |
| New Zealand | World Zone | Asia Pacific |
| Singapore | World Zone | Asia Pacific |
| South Africa | World Zone | Asia Pacific |
| Thailand | World Zone | Asia Pacific |
| Anguilla | World Zone | Rest Of World 1 |
| Antigua and Barbuda | World Zone | Rest Of World 1 |
| Argentina | World Zone | Rest Of World 1 |
| Aruba | World Zone | Rest Of World 1 |
| Barbados | World Zone | Rest Of World 1 |
| Bermuda | World Zone | Rest Of World 1 |
| Bonaire | World Zone | Rest Of World 1 |
| Brazil | World Zone | Rest Of World 1 |
| British Virgin Islands | World Zone | Rest Of World 1 |
| Cayman Islands | World Zone | Rest Of World 1 |
| Chile | World Zone | Rest Of World 1 |
| China | World Zone | Rest Of World 1 |
| Colombia | World Zone | Rest Of World 1 |
| Democratic Republic of the Congo | World Zone | Rest Of World 1 |
| Costa Rica | World Zone | Rest Of World 1 |
| Curacao | World Zone | Rest Of World 1 |
| Dominica | World Zone | Rest Of World 1 |
| Dominican Republic | World Zone | Rest Of World 1 |
| Ecuador | World Zone | Rest Of World 1 |
| Egypt | World Zone | Rest Of World 1 |
| El Salvador | World Zone | Rest Of World 1 |
| Ghana | World Zone | Rest Of World 1 |
| Grenada | World Zone | Rest Of World 1 |
| Guatemala | World Zone | Rest Of World 1 |
| Guyana | World Zone | Rest Of World 1 |
| Haiti | World Zone | Rest Of World 1 |
| Hong Kong | World Zone | Rest Of World 1 |
| India | World Zone | Rest Of World 1 |
| Indonesia | World Zone | Rest Of World 1 |
| Israel | World Zone | Rest Of World 1 |
| Jamaica | World Zone | Rest Of World 1 |

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| Countries | Public Sector Traveller | Opted out of Public Sector Traveller |
|---------------------------|-------------------------|--|
| Japan | World Zone | Rest Of World 1 |
| Kenya | World Zone | Rest Of World 1 |
| Lesotho | World Zone | Rest Of World 1 |
| Mexico | World Zone | Rest Of World 1 |
| Mozambique | World Zone | Rest Of World 1 |
| Panama | World Zone | Rest Of World 1 |
| Peru | World Zone | Rest Of World 1 |
| Puerto Rico | World Zone | Rest Of World 1 |
| Qatar | World Zone | Rest Of World 1 |
| Russia | World Zone | Rest Of World 1 |
| Saba | World Zone | Rest Of World 1 |
| Serbia | World Zone | Rest Of World 1 |
| Sint Eustatius | World Zone | Rest Of World 1 |
| St Kitts and Nevis | World Zone | Rest Of World 1 |
| St Lucia | World Zone | Rest Of World 1 |
| Sint Maarten | World Zone | Rest Of World 1 |
| St Vincent and Grenadines | World Zone | Rest Of World 1 |
| Suriname | World Zone | Rest Of World 1 |
| Trinidad and Tobago | World Zone | Rest Of World 1 |
| Turks and Caicos Islands | World Zone | Rest Of World 1 |
| Uruguay | World Zone | Rest Of World 1 |
| US Virgin Islands | World Zone | Rest Of World 1 |
| Taiwan | World Zone | Asia Pacific |
| Afghanistan | World Zone | Rest Of World 1 |
| Algeria | Not included | Rest Of World 1 |
| Angola | Not included | Rest Of World 1 |
| Armenia | World Zone | Rest Of World 1 |
| Azerbaijan | Not included | Rest Of World 1 |
| Bahamas | Not included | Rest Of World 1 |
| Bahrain | World Zone | Rest Of World 1 |
| Bangladesh | World Zone | Rest Of World 1 |
| Belarus | Not included | Rest Of World 1 |
| Benin | Not included | Rest Of World 1 |
| Bolivia | Not included | Rest Of World 1 |
| Botswana | Not included | Rest Of World 1 |
| Brunei Darussalam | Not included | Rest Of World 1 |
| Burkina Faso | Not included | Rest Of World 1 |
| Cambodia | World Zone | Rest Of World 1 |
| Cameroon | Not included | Rest Of World 1 |
| Cape Verde | Not included | Rest Of World 1 |
| Central African Republic | Not included | Rest Of World 1 |
| Chad | Not included | Rest Of World 1 |
| East Timor | Not included | Rest Of World 1 |
| Eritrea | Not included | Currently No Roaming Service Available |
| Falkland Islands | Not included | Rest Of World 1 |
| Fiji | World Zone | Rest Of World 1 |
| Gabon | Not included | Rest Of World 1 |
| Gambia | Not included | Rest Of World 1 |

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| Countries | Public Sector Traveller | Opted out of Public Sector Traveller |
|-----------------------|-------------------------|--|
| Georgia | World Zone | Rest Of World 1 |
| Guam | Not included | Rest Of World 1 |
| Guinea | Not included | Rest Of World 1 |
| Guinea-Bissau | Not included | Rest Of World 1 |
| Honduras | World Zone | Rest Of World 1 |
| Iran | Not included | Rest Of World 1 |
| Iraq | Not included | Rest Of World 1 |
| Ivory Coast | Not included | Rest Of World 1 |
| Jordan | World Zone | Rest Of World 1 |
| Kazakhstan | World Zone | Rest Of World 1 |
| Kiribati | Not included | Currently No Roaming Service Available |
| Korea | World Zone | Rest Of World 1 |
| Kosovo | Not included | Rest Of World 1 |
| Kuwait | World Zone | Rest Of World 1 |
| Kyrgyzstan | Not included | Rest Of World 1 |
| Liberia | Not included | Rest Of World 1 |
| Macau | World Zone | Rest Of World 1 |
| Macedonia | World Zone | Rest Of World 1 |
| Malawi | Not included | Rest Of World 1 |
| Malaysia | World Zone | Rest Of World 1 |
| Mali | Not included | Rest Of World 1 |
| Mauritania | Not included | Rest Of World 1 |
| Mauritius | Not included | Rest Of World 1 |
| Micronesia | Not included | Currently No Roaming Service Available |
| Moldova | World Zone | Rest Of World 1 |
| Mongolia | World Zone | Rest Of World 1 |
| Montenegro | World Zone | Rest Of World 1 |
| Montserrat | World Zone | Rest Of World 1 |
| Morocco | World Zone | Rest Of World 1 |
| Myanmar | World Zone | Rest Of World 1 |
| Namibia | Not included | Rest Of World 1 |
| Nepal | Not included | Rest Of World 1 |
| New Caledonia | Not included | Rest Of World 1 |
| Nicaragua | World Zone | Rest Of World 1 |
| Niger | Not included | Rest Of World 1 |
| Nigeria | Not included | Rest Of World 1 |
| Northern Mariana | Not included | Currently No Roaming Service Available |
| Oman | World Zone | Rest Of World 1 |
| Pakistan | World Zone | Rest Of World 1 |
| Palestinian Territory | Not included | Rest Of World 1 |
| Papua New Guinea | World Zone | Rest Of World 1 |
| Paraguay | World Zone | Rest Of World 1 |
| Philippines | World Zone | Rest Of World 1 |
| Republic of the Congo | Not included | Rest Of World 1 |
| Rwanda | Not included | Rest Of World 1 |
| Saint Helena | Not included | Rest Of World 1 |
| Samoa | World Zone | Rest Of World 1 |
| Saudi Arabia | World Zone | Rest Of World 1 |

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| Countries | Public Sector Traveller | Opted out of Public Sector Traveller |
|------------------------|-------------------------|--|
| Senegal | Not included | Rest Of World 1 |
| Seychelles | Not included | Rest Of World 1 |
| Sierra Leone | Not included | Rest Of World 1 |
| Somalia | Not included | Currently No Roaming Service Available |
| Sri Lanka | World Zone | Rest Of World 1 |
| Sudan | World Zone | Rest Of World 1 |
| St Pierre and Miquelon | Not included | Currently No Roaming Service Available |
| Swaziland | World Zone | Rest Of World 1 |
| Syria | Not included | Currently No Roaming Service Available |
| Tajikistan | Not included | Rest Of World 1 |
| Tahiti | Not included | Rest Of World 1 |
| Tanzania | World Zone | Rest Of World 1 |
| Togo | Not included | Rest Of World 1 |
| Tonga | World Zone | Rest Of World 1 |
| Tunisia | Not included | Rest Of World 1 |
| Uganda | Not included | Rest Of World 1 |
| Ukraine | World Zone | Rest Of World 1 |
| United Arab Emirates | World Zone | Rest Of World 1 |
| Vanuatu | World Zone | Rest Of World 1 |
| Venezuela | Not included | Rest Of World 1 |
| Vietnam | World Zone | Rest Of World 1 |
| Yemen | Not included | Rest Of World 1 |
| Zambia | Not included | Rest Of World 1 |
| Zimbabwe | Not included | Rest Of World 1 |
| Andorra | World Zone | Rest Of World 2 |
| Belize | Not included | Rest Of World 2 |
| Bhutan | Not included | Rest Of World 2 |
| Burundi | Not included | Rest Of World 2 |
| Comoros | Not included | Rest Of World 2 |
| Cook Islands | Not included | Rest Of World 2 |
| Cuba | Not included | Rest Of World 2 |
| Djibouti | Not included | Rest Of World 2 |
| Equatorial Guinea | Not included | Rest Of World 2 |
| Ethiopia | Not included | Rest Of World 2 |
| Greenland | Not included | Rest Of World 2 |
| Laos | World Zone | Rest Of World 2 |
| Lebanon | Not included | Rest Of World 2 |
| Libya | Not included | Rest Of World 2 |
| Madagascar | Not included | Rest Of World 2 |
| Maldives | Not included | Rest Of World 2 |
| Sao Tome and Principe | Not included | Rest Of World 2 |
| Solomon Islands | Not included | Rest Of World 2 |
| Turkmenistan | Not included | Currently No Roaming Service Available |
| Uzbekistan | World Zone | Rest Of World 2 |