

# **DPS Schedule 1 (Call-Off Award Form)**

Contract Reference	CO350
The Authority	BDUK
The Authority's Address	100 Parliament Street, London SW1A 2BQ
The Supplier	Connect Fibre
Supplier Address	13 Southwick Mews, London W2 1JG
Supplier DPS ID	DPS Lot 19.01 North East Staffordshire C0350
DUNS Number	223619899

# 1 Applicable DPS Contract

This Call-Off Award Form is for the award of funding for the carrying out of the Works and provision of Outputs and is dated 26/10/2023.

It is issued under the DPS Contract with the reference number C0350

### 2 Incorporated terms

The following documents are incorporated into this Call-Off Contract. If the documents conflict, the following order of precedence applies:

- 1. This Call-Off Award Form;
- 2. Core Terms;
- 3. Joint Schedule 1 (Definitions and Interpretation);
- 4. Call-Off Schedule 1 (Specification);
- 5. The following Schedules in equal order of precedence:

Schedule Number	Schedule Name
Joint Schedule 2	Change Forms
Joint Schedule 3	Cost Categories
Joint Schedule 4	Commercially Sensitive Information



Joint Schedule 5	Key Subcontractors
Joint Schedule 6	Financial Distress
Joint Schedule 7	Cyber Security
Joint Schedule 8	Rectification Plan Template
Joint Schedule 9	Key Personnel
Call-Off Schedule 3	Guarantee
Call-Off Schedule 4	Financial Schedule (except for Annex 1)
Call-Off Schedule 5	Project Plan and Testing

- 6. Annex 1 of Call-Off Schedule 4 (Financial Schedule)
- 7. Call-Off Schedule 2 (Tender).

#### 3 Contract dates

Minimum notice period for no-fault Authority termination under Clause 22.6 (Ending the Contract for convenience):	30 Days
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#### 4 Insurance

[Supplier drafting note: the Authority will determine whether any additional insurances are required under a Call-Off Contract.]

'Not Applicable]

### 5 Operational Integration

Not Applicable

### 6 Stage One (Network Detailed Design and Due Diligence) approach

Select whether the Supplier will be carrying out a full Stage One (Network Detailed Design and Due Diligence) or an expedited Stage One (Network Detailed Design and Due Diligence):

Full



### 7 Build Unit for Stage Two (Build)

Select Build Unit to be used for the calculation of Stage Two (Build) Funding Payments:

**Premises Passed** 

#### 8 Social Value

Social Value policy area to be included in the Social Value Plan.

PSV 1	PSV 2	PSV 3	PSV 4	PSV 5
Create new business, new jobs and new skills	Tackling economic inequality	Wellbeing	Climate Change	

# 9 Authority invoicing details

Invoicing address details:

#### **REDACTED UNDER FOIA SECTION 45 COMMERCIALLY SENSITIVE**

Name	Role	Email Address	Address

Authority Representative:

#### **REDACTED UNDER FOIA SECTION 45 COMMERCIALLY SENSITIVE**

Name	Role	Email Address	Address

# 10 Supplier's contact details

Supplier Representative:



Name	Role	Email Address	Address
REDACTED UNDER FOIA SECTION 45 COMMERCIA LLY SENSITIVE	REDACTED UNDER FOIA SECTION 45 COMMERCIALLY SENSITIVE	REDACTED UNDER FOIA SECTION 45 COMMERCIALLY SENSITIVE	REDACTED UNDER FOIA SECTION 45 COMMERCIALLY SENSITIVE

#### Supplier Contract Manager:

Name	Role	Email Address	Address
REDACTED UNDER FOIA SECTION 45 COMMERCIA LLY SENSITIVE	REDACTED UNDER FOIA SECTION 45 COMMERCIALLY SENSITIVE	REDACTED UNDER FOIA SECTION 45 COMMERCIALLY SENSITIVE	REDACTED UNDER FOIA SECTION 45 COMMERCIALLY SENSITIVE

# 11 Key Subcontractors

The following entities are Key Subcontractors for the purposes of this Call-Off Contract:

Name and Registered Address	Subcontracted Works	Approximate Value of Key Subcontract
N/A		

# 12 Key Personnel

The following people are Key Personnel for the purposes of this Call-Off Contract, in addition to any Key Personnel specified in Joint Schedule 9 (Key Personnel):

**NOT APPLICABLE** 

# 13 Monitored Company

The following entities are Monitored Companies for the purposes of Joint Schedule 6 (Financial Distress):

Name	Registered Address	Role



Connect Fibre ( Trading name of Fibre Assets Ltd)	13 Southwick Mews, London W2 1JG	Supplier
Blackmead Infrastructure Limited	% Foresight Group LLP , The Shard, 32 London Bridge Street, London , SE1 9SG	Parent Company

### 14 Average Connection Life

For the purpose of calculating the Final Active Services Take-up Clawback Amounts and the Final Passive Services Take-up Clawback Amounts, the Average Connection Life is set out below:

Technology	Connection Life	Number of Premises
FTTP	Years	REDACTED UNDER FOIA SECTION 45 COMMERCIALLY SENSITIVE
Total:	18	REDACTED UNDER FOIA SECTION 45 COMMERCIALLY SENSITIVE

#### Average Connection Life (rounded up to the nearest Quarter):

Average Connection Life = Connection Life for each technology multiplied by the Total Number of Eligible Premises of that Technology Type divided by the Total Number of Eligible Premises

#### Example 1:

Technology Type	Connection Life	Number of Eligible Premises
Technology Type 1	10 years	1,000
Technology Type 2	20 years	4,000
Technology Type 3	30 years	2,000

Average Connection Life =  $\frac{10*1,000+20*4,000+30*2,000}{1,000+4,000+2,000} = \frac{150,000}{7,000} = 21.42 \rightarrow 21$  years and 2 quarter The final step is rounding up to the nearest quarter

#### Example 2:

Technology Type	Connection Life	Number of Eligible Premises
Technology Type 1	10 years	2,000
Technology Type 2	20 years	0
Technology Type 3	30 years	3,500



Average Connection Life =  $\frac{10*2,000+20*0+30*3,500}{2,000+0+3,500} = \frac{125,000}{5,500} = 22.72 \rightarrow 22$  years and 3 quarters The final step is rounding up to the nearest quarter

# 15 Minimum Sub-Superfast Percentage

For the purposes of Clause 7.1(e), the Minimum Sub-Superfast Percentage is 43.5%.

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



Signature:		Signature:	
Name:	REDACTED UNDER FOIA SECTION 45 COMMERCIALLY SENSITIVE	Name:	REDACTED UNDER FOIA SECTION 45 COMMERCIALLY SENSITIVE
Role:	CEO	Role:	Commercial Director
Date:		Date:	

#### North East Staffordshire

Stage 1 payment REDACTED UNDER FOIA SECTION 45 COMMERCIALLY SENSITIVE
Stage 2 payment REDACTED UNDER FOIA SECTION 45 COMMERCIALLY SENSITIVE
Total REDACTED UNDER FOIA SECTION 45 COMMERCIALLY SENSITIVE

# **Annex 1 – Intervention Area**

The following document, or an updated version agreed by both parties, is incorporated into the Call Off Contract and is provided alongside the final signed contract within Atamis: Lot 19.01 North Staffordshire –

REDACTED UNDER FOIA SECTION 45 COMMERCIALLY SENSITIVE