

Further Competition Order Form Template

CALL-OFF REFERENCE:	Network Access Services (NAS) 12022020
THE BUYER:	Department for Work and Pensions (DWP)
BUYER ADDRESS	2 St Peter's Square, Manchester, M2 3AA.
SUPPLIER REFERENCE	NAS 12022020
THE SUPPLIER:	BRITISH TELECOMMUNICATIONS PLC,
SUPPLIER ADDRESS:	81 Newgate Street, London EC1A 7AJ
REGISTRATION NUMBER:	1800000
DUNS NUMBER:	227015716

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 26th March 2021.

It is issued under the Framework Contract with the reference number RM3808 for the provision of Network Services 2.

CALL-OFF LOT(S):
1 (one)

CALL-OFF INCORPORATED TERMS

The Order Form and following RM3808 Schedules (as amended herein) are incorporated into this Call-Off Contract. Where RM3808 Schedules are missing those schedules shall not be relevant to this Call-Off Contract.

Joint Schedule 2 (Variation Form)
Joint Schedule 3 (Insurance Requirements)
Joint Schedule 4 (Commercially Sensitive Information)
Joint Schedule 5 (Corporate Social Responsibility)
Joint Schedule 6 (Key Subcontractors)
Joint Schedule 7 (Financial Difficulties)
Joint Schedule 8 (Guarantee)
Joint Schedule 9 (Minimum Standards of Reliability)
Joint Schedule 10 (Rectification Plan)
Joint Schedule 11 (Processing Data)
Joint Schedule 12 (Supply Chain Visibility)
Call-Off Schedule 1 (Transparency Reports)
Call-Off Schedule 2 (Staff Transfer)
Call-Off Schedule 3 (Continuous Improvement)
Call-Off Schedule 5 (Pricing Details)
Call-Off Schedule 6 (ICT Services)
Call-Off Schedule 7 (Key Supplier Staff)
Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
Call-Off Schedule 9 (Security)
Call-Off Schedule 10 (Exit Management)
Call-Off Schedule 11 (Installation Works)
Call-Off Schedule 13 (Implementation Plan and Testing)
Call-Off Schedule 14 (Service Levels)
Call-Off Schedule 15 (Call-Off Contract Management)
Call-Off Schedule 16 (Benchmarking)
Call-Off Schedule 20 (Call-Off Specification)

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 below.
2. The following Schedules in equal order of precedence:

Joint Schedules for framework reference number RM3808

- i. Joint Schedule 3 (Insurance Requirements)
- ii. Joint Schedule 5 (Corporate Social Responsibility)
- iii. Joint Schedule 9 (Minimum Standards of Reliability)
- iv. Joint Schedule 10 (Rectification Plan)
- v. Joint Schedule 12 (Supply Chain Visibility)

Call-Off Schedules for:

- i. Call-Off Schedule 1 (Transparency Reports)
- ii. Call-Off Schedule 3 (Continuous Improvement)
- iii. Call-Off Schedule 16 (Benchmarking)
- iv. Call-Off Schedule 11 (Installation Works)

3. CCS Core Terms (version 3.0.5)
4. Call-Off Schedule 22 (Supplier-Furnished Terms)
5. Call-Off Schedule 4 (Call-Off Tender).

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of or presented at the time of delivery unless amended via the Variation Procedure.

CALL-OFF SPECIAL TERMS

Special Terms are incorporated into this Call-Off Contract by way of a revisions to the Joint Schedules and Call-Off Schedules included (and appended) with this Further Competition Call Off Order Form, and as set out below:

1. Notwithstanding any other provision in the Contract, the Supplier shall not be liable for failing to meet any obligation in the Contract that is caused by the current coronavirus disease that is impacting workforces and supply chains globally ("Covid 19") or any Pandemic. The Supplier shall work to minimise any impact Covid 19 has on its ability to meet any obligation and shall keep the Buyer regularly informed of both any delay and/or disruption as well as what it is doing to mitigate such delay and/or disruption. The Parties agree that any failure by the Supplier to meet any of its obligations in the Contract, due to Covid 19, shall not give rise to a right to terminate the Contract by either Party unless the Parties agree otherwise, acting reasonably and in good faith.
2. Notwithstanding any other provision in the Contract, the assignment of any warranties and indemnities provided by third parties or Sub-Contractors is not required for the provision of the Services.
3. Notwithstanding any other provision in the Contract, the Supplier will not be liable for Supplier non-performance under the Contract arising from AuthorityCause and Supplier shall be entitled to relief in accordance with the terms of Contract.
4. The Parties agree that a Quality Plan is not required and will not apply to the provision of the Services.

5. The Parties agree that the Services are not Public Network Service (PSN) Services.
6. As at the Start Date the Supplier's is not required to act as an Agent of the Buyer.

Mobile Services –As at the Start Date Mobile Services are not applicable. If required, during the Contract Period, the Mobile Services will be added subject to the Variation Procedure.

Background Checks

The Buyer has confirmed that Call Off Schedule 18 (Security) will not apply this to Call Off Order however, the Supplier shall undertake Baseline Personnel Security Standard (BPSS) checks on Supplier staff assigned to support the DWP Call Off Contract.

TechNow

The Supplier has agreed in principle that it will adopt the use of TechNow during the Term of the Call Off Contract and the Parties have agreed to adopt the following approach to reach agreement on the detail of this change:

1. The Buyer and Supplier representatives will meet to discuss the TechNow capabilities.
2. The Buyer shall procure relevant licences and make available TechNow to the Supplier and the Supplier Staff (free of charge for the Term of the Contract).
3. The Buyer shall provide appropriate training for the Supplier Staff to use TechNow.
4. The Supplier shall have the opportunity to assess TechNow capabilities and access if the use of TechNow will have an impact on the Supplier obligations under the contract or Supplier performance. Where use of TechNow impacts the Supplier ability to meet any of the Supplier obligations in the Contract, the Parties will discuss in good faith any required amendments to the Contract. In the event that Technow does not perform as required by the Supplier the Supplier shall be entitled to continue to use its own toolsets
5. Any amendments to the Call Off Contract shall be subject to the Variation Procedure.

Provider Edge (PE) to Customer Edge (CE) IP Readdressing

The Supplier is required as part of the NAS Service to undertake PE to CE IP re-addressing for those Sites in scope of IP Readdressing identified within the RoS. The

Supplier has agreed to undertake the PE to CE IP re-addressing activity on the same day a Site is scheduled to Transition and has agreed to undertake a pilot for up to 15 Sites within 30 days from the start of the RoS to agree the Success Criteria. The provision of the PE to CE IP re-addressing work shall be subject to the following principles:

1. The Supplier will undertake a pilot for up to 15 sites agreed between the parties and the parties shall agree the Success Criteria and Buyer dependencies.
2. During the pilot, the Supplier shall not be in default, in the event that the IP re-addressing is not achieved on the day of Transition and the Supplier shall not be subject to the Delay Payments in the event that the NAS Transition for a Site(s) fails arising from any act, failure or omission arising from the CE to PE readdressing activity.
3. In the event that the Site(s) do not Transition because of a PE – CE re-addressing issues during the pilot, the affected Sites shall be removed from the RoS and the relevant Milestone shall be adjusted accordingly.
4. At the end of the pilot, the Buyer and Supplier representatives will meet to discuss the outcome of the pilot and shall agree the relevant IP Readdressing Success Criteria (as defined in paragraph 9 below) and any Buyer dependencies for subsequent Sites that require PE to CE IP readdressing. Subject to reaching agreement on the IP Readdressing Success Criteria, for those Sites that require PE to CE IP readdressing following the pilot, such work will be undertaken by the Supplier on a reasonable endeavours basis to complete the PE to CE IP readdressing for the relevant Site(s) on the day of Transition in accordance with the RoS. If the IP Readdressing Success Criteria are not met on Transition then the Supplier shall be entitled to complete the PE to CE IP readdressing within 20 Working Days from the Transition date of the relevant Site(s). The Supplier shall provide the Buyer at least 10 Working Days' notice in writing prior to the PE to CE IP Readdressing activity commences.
5. For those Sites scheduled for PE to CE IP readdressing activity subsequent to the pilot, in the event that the PE to CE IP readdressing is not achieved on the day of Transition, the Supplier shall not be subject to the Delay Payments in the event that the NAS Transition for a Site(s) fails due to any act, failure or omission arising from the PE to CE IP readdressing activity.
6. In the event, that the Supplier is solely responsible for failing to meet the PE to CE Success Criteria for the Site(s) on the date of Transition, the Buyer shall be entitled to recover its costs from the Supplier on a per Site basis for those Sites that the PE to CE IP readdressing will be completed after Transition at a maximum cost of **REDACTED UNDER FOI ACT SECTION 43(2)**
7. Any amendments to the Call Off Contract required following the pilot shall be subject to the Variation Procedure.
8. The outcome of the assessment will inform both Parties on the procedures for implementing the PE to CE IP readdressing activity. The Supplier will make necessary arrangements to order the IP addresses to 10.x to implement from 4th May, regardless of approach.

9. The PE to CE IP readdress Success Criteria shall be jointly agreed between the Parties. The purpose of this criteria is to objectively assess the outcome of the specific pilot of executing the PE to CE readdressing procedure as part of the NAS Transition event, within 30 days from the start of the RoS; 15 sites on 3 separate days shall be trialled. The assessment may include the following:

- Evaluation of determined risks
- Identification of activities, sequencing, ownership and responsibility and time to execute
- Failed events and recovery
- Impact to NAS transition Feasibility of start and end time windows

The PE to CE IP readdress Success Criteria and PE to CE IP readdress procedure shall be drafted by the Supplier and agreed by both Parties by the week prior to pilot.

CALL OFF SPECIAL SCHEDULES

- i. Joint Schedule 1 (Definitions and Interpretation)
- ii. Joint Schedule 2 (Variation Form)
- iii. Joint Schedule 4 (Commercially Sensitive Information)
- iv. Joint Schedule 7 (Financial Difficulties)
- v. Joint Schedule 8 (Guarantee)
- vi. Joint Schedule 11 (Processing Data)

- i. Call Off Schedule 2 (Staff Transfer)
- ii. Call-Off Schedule 5 (Pricing Details)
- iii. Call-Off Schedule 6 (ICT Services)
- iv. Call-Off Schedule 7 (Key Supplier Staff)
- v. Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- vi. Call-Off Schedule 9 (Security)
- vii. Call-Off Schedule 10 (Exit Management)
- viii. Call Off Schedule 13 (Implementation Plan and Testing.)
- ix. Call Off Schedule 14 (Service Levels.)
- x. Call-Off Schedule 15 (Call-Off Contract Management)
- xi. Call Off Schedule 20 (Call Off Specification)

Additional capitalised expressions to Joint Schedule 1 (Definitions) are included in the same and amendments made via this Call Off Contract to the defined terms in Joint Schedule 1 (Definitions) shall be a Special Term.

CALL-OFF START DATE

26 March 2021

CALL-OFF EXPIRY DATE

26 March 2026 (unless extended in accordance with the terms of the Call Off Contract).

CALL-OFF INITIAL PERIOD

5 years

CALL-OFF OPTIONAL EXTENSION PERIOD 1 + 1 years

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION

90 days.

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification)

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 **REDACTED UNDER FOI ACT SECTION 43(2)**

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)

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

Payment to be made by BACS payment.

BUYER'S INVOICE ADDRESS:

Department for Work & Pensions
PO Box 406,
SSCL Phoenix House
Celtic Springs Business Park,
Newport, NP10 8FZ

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED UNDER FOI ACT SECTION 40(2)

Network Services

REDACTED UNDER FOI ACT SECTION 40(2)

Department for Work and Pensions, 4th Floor, 2 St Peter's Square, Manchester, M2 3AA

BUYER'S ENVIRONMENTAL POLICY

As outlined within at Joint Schedule 5 (Corporate Social Responsibility)

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

As outlined in Joint Schedule 8

SOCIAL VALUE COMMITMENT

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

STAFF TRANSFER

The following parts of Call-Off Schedule 2 (Staff Transfer) shall apply:

Part C (No Staff Transfer On Start Date)

Part E (Staff Transfer on Exit)

QUALITY PLAN

Not Applicable

MAINTENANCE OF ICT ENVIRONMENT

Not Applicable

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 B (Long Form Security Requirements as amended in Call Off Schedule 9 and subject to the following conditions.

The Buyer requires that the design for the Network Access Service to be provided by the Supplier under this Call Off Contract will mix management traffic, 802.1q encapsulated traffic and un-inspected/unfiltered Internet traffic on the front-end Layer 3 switch ("**NAS Switch**"). The Buyer acknowledges that the NAS Switch is not a security enforcing device and that there is a risk that the Layer 3 switch could be compromised if the switch develops a fault, is accidentally misconfigured, is deliberately misconfigured by a malicious inside threat actor, or is attacked by an external threat actor on the internet. Notwithstanding this risk, the Supplier will implement the software configuration settings of the NAS Switch required by the Buyer, subject to the following:

- a. The Buyer has mandated that traffic separation is undertaken on the NAS Switch which is a non security enforcing device. DWP acknowledges the security risk it presents, and accepts that the Supplier shall not be liable for any Breach of Security under or in connection with this Call Off Contract arising as a result of this design.∴
- b. The Buyer acknowledges that this design does not meet the DWP Security Standard for Network Security Design (SS-018) and will provide the Supplier with an exemption from compliance with this standard for the mixing of management traffic, 802.1q encapsulated traffic and un-inspected/unfiltered Internet traffic on a non-security enforcing device
- c. The Buyer will not require the Supplier to remediate any ITHC (IT Health Check) findings that relate to the mixing of management traffic, 802.1q encapsulated traffic and un-inspected/unfiltered Internet traffic on a non-security enforcing device, unless the ITHC findings relate to a software misconfiguration arising from a fault on Supplier provided device (whether deliberate or accidental). Any costs incurred as a result of any Security Tests, investigation or and remediation effort which the Supplier may support in respect of an ITHC finding relating to the mixing of management traffic 802.1q encapsulated traffic and un-inspected/unfiltered Internet traffic shall be chargeable and subject to the Variation Process.

BUYER'S SECURITY POLICY

Security Policy Compliance required:

Yes

INFORMATION SECURITY MANAGEMENT SYSTEM (ISMS)

In accordance with Call-Off Schedule 9 (Security) Part B (Long Form Security Requirements) the Buyer requires an ISMS but does not require a bespoke ISMS.

CLUSTERING

Not Applicable

SERVICE LEVELS AND SERVICE CREDITS

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

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

SERVICE PERIOD

The Service Period is **60** Month(s) plus optional +12 months +12 months

PERFORMANCE MONITORING

Review Call-Off Schedule 14 (Service Levels) Part C.

Additional performance monitoring required:

Yes

Appended at Call-Off Schedule 14 Part C Annex 1.

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED UNDER FOI ACT SECTION 40(2)

Head of Contract Management – Central Government

REDACTED UNDER FOI ACT SECTION 40(2)

81 Newgate Street, London EC1A 7AJ

SUPPLIER'S CONTRACT MANAGER

REDACTED UNDER FOI ACT SECTION 40(2)

Head of Contract Management – Central Government

REDACTED UNDER FOI ACT SECTION 40(2)

81 Newgate Street, London EC1A 7AJ

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

OPERATIONAL BOARD

In accordance with Call-Off Schedule 15 (Call-Off Contract Management) the Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are detailed within Call-Off Schedule 15.

KEY STAFF

As set out in Call Off Schedule 7 (Key Supplier Staff)

KEY SUBCONTRACTOR(S)

KCOM Group Limited, 37 Carr Lane, Hull, HU1 3RE, Registered Number: 2150618

For the purpose of this Call Off Contract, the Buyer acknowledges that the KCOM services which form part of the Services to be provided by the Supplier under this Call Off Contract are Regulated Services and therefore the Subcontractor is required to comply with the applicable regulations or statutes and Supplier shall not be in Default to the extent that the Supplier is unable to meet its obligations arising as a result of the Subcontractor complying with such regulations or statutes.

“Regulated Service” means, in the UK, Services that are subject to conditions that are imposed by Ofcom or any other relevant regulatory bodies either specifically or generally under Section 45 of the Communications Act 2003 and any notifications, determinations, directions, decisions.

COMMERCIALLY SENSITIVE INFORMATION

See Joint Schedule 4 (Commercially Sensitive Information appended to this Order Form

The following amendments shall apply in respect of the following Schedules:

Joint Schedule 2 – Variation

Amendments set out the Operational Change Control Process agreed between the Parties to manage changes to the Services as appended hereto.

Joint Schedule 3 - Insurance Requirements

As at the Start Date, the Buyer confirms that no additional insurances are required.

Call-Off Schedule 2 (Staff Transfer)

In addition to the terms set out in Call Off Schedule 2, the Buyer confirms that there is no Buyer transferring staff at the Start Date and acknowledges that the Supplier has made no provision in the Charges for a staff transfer. In the event of any staff transfer (or envisaged staff transfer) additional charges may apply. For clarity, the requirement to provide information in accordance with Schedule Part E is limited to the provision of the information only in relation to any staff who are organised to and wholly or mainly engaged in provision of the Services at Exit.

Call-Off Schedule 6 (ICT)

As at the Start Date there is no Specially Written Software, Project Specific IPR applicable to the Services and the Buyer does not require a licence in relation to any Supplier Software, Supplier Background IPR, Third Party Software or Third Party IPR.

The IPR indemnity in Clause 9 of Call Off Schedule 6 (ICT) will not apply to claims arising out of or in connection with: the use of any Services in conjunction or combination with other equipment or software or any other services not supplied by the Supplier; any unauthorised alteration or modification of any Services; or content, designs or specifications supplied by, or on behalf of, the Buyer.

The Parties agree that the Buyer has no interface requirements for the purposes of any software to be used by the Supplier in the delivery of the Services and the Buyer does not require any notice in relation to any new releases of software of which the Supplier may choose to make use.

Unless expressly set out in this Call Off Contract, the Parties will agree a reasonable time period for the remedy of any defaults in the provision of the Services. It is agreed by the Parties that, in the case of any material errors in the Software that become apparent in the course of operation, the Supplier will be entitled to correct those errors in future releases of the Software.

As at the Start Date and unless agreed in accordance with the Joint Schedule 2 (Variation Form), the Buyer has no compatibility requirements in relation to the Services.

Notwithstanding the provision of clause 8.7 the assignment of any warranties and indemnities provided by third parties or Sub-Contractors (including any Key Subcontractors) is not required for the provision of the Services.

Call Off Schedule 22 (Supplier Licensed Terms)

As at the Start Date, no Supplier Licensed Terms are applicable.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	<u>REDACTED UNDER FOI ACT SECTION 40(2)</u>	Signature:	<u>REDACTED UNDER FOI ACT SECTION 40(2)</u>
Name:	<u>REDACTED UNDER FOI ACT SECTION 40(2)</u>	Name:	<u>REDACTED UNDER FOI ACT SECTION 40(2)</u>
Role:	MD Corporate and Public Sector	Role:	Deputy Digital Commercial Director
Date:	26/3/2021	Date:	26/03/2021

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 ;
"Accepted/Accept/Achieved"	means in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, when the Satisfaction Certificate is issued in accordance with Call Off Schedule 13 Implementation Plan and Testing Part B, Annex 2, and "Achieved" , "Achieving" and "Achievement" shall be construed accordingly;
"Additional Insurances"	insurance requirements relating to a Call-Off Contract specified in the Call Off 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;
"Asset and Configuration Item Data Specification"	the specification of the respective Asset & Configuration Item Data, referred to in the Call Off Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"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;

	<ul style="list-style-type: none"> d) verify the Supplier's and each Subcontractor's compliance with the applicable Law; e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), 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; 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; 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; h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract; 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; 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; k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;
"Auditor"	<ul style="list-style-type: none"> a) the Buyer's internal and external auditors; b) the Buyer's statutory or regulatory auditors; c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; d) HM Treasury or the Cabinet Office; e) any party formally appointed by the Buyer to carry out audit or similar review functions; and f) successors or assigns of any of the above;
"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;

“Authority to Proceed” or “ATP”	means the point at which the Supplier is authorised to provide the relevant Services to the Buyer provided in the form of a Satisfaction Certificate relating to the Milestone which is recorded as being linked to ATP in the Implementation Plan;
"BACS"	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
“Bearer”	has the meaning detailed within Appendix 2 Call Off Schedule 13 Implementation Plan and Testing;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
“Broadband Access Service”	As outlined in Table 2 of Appendix 1 within Call Off Schedule 5 (Pricing Details);
“BT Workstream”	has the meaning set out within Call Off Schedule 13 (Implementation Plan and Testing);
“Business Continuity”	means the planning for and implementation of infrastructure, processes and procedures to enable the Buyer to continue to perform business functions in the event of a Disaster or ITSC Event;
“Business Working Hours”	07:45 to 20:00 Monday to Friday and 08:45 to 17:00 Saturday;
"Buyer"	the relevant public sector purchaser identified as such in the Call Off 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 Data”	means: (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, and which are (i) supplied to the Supplier by or on behalf of the Buyer; or (ii) which the Supplier is required to generate, process or store pursuant to this Call-Off Contract; or (b) any Buyer Personal Data for which the Buyer is the Data Controller;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Call Off 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);

NETWORK ACCESS SERVICES CALL OFF CONTRACT

"Buyer Service Management Tooling"	TechNow, the Buyer's instance of the Service Now service management platform;
"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 Call Off 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 Call Off Order Form;
"Call-Off Incorporated Terms"	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Call Off Order Form;
"Call-Off Initial Period"	the Initial Period of a Call-Off Contract specified in the Call Off 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 Call Off Order Form;
"Call Off Order Form"	a completed Call Off Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
"Call Off Order Form Template"	the template in Framework Schedule 6 (Call Off Order Form Template and Call-Off Schedules);
"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 Call Off 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 Call Off 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);
"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;
"Catalogue Request"	Are items listed in paragraph 4 of Call off Schedule 14 (Service Levels) where SLA's are attached;

NETWORK ACCESS SERVICES CALL OFF CONTRACT

"Catalogue Services"	as outlined in both Table 4 of Appendix 1 in Call of Schedule 5 (Pricing Details);
"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;
"CDR"	has the meaning detailed within Appendix 2 Call Off Schedule 13 Implementation Plan and Testing;
"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"	means any change to this Call-Off Contract and any change in the way in which the Supplier provides the Services, including any upgrades to the software or assets which the Supplier uses to provide the Services;
"Change Management Process"	the specification of the respective Change Management processes, referred to in the Call Off Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"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;
"Chargeable Incidents Rules Paper" or "Rules Paper"	As per paragraph 13 of Call Off Schedule 5 (Pricing Details);
"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 Call Off Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;
"Civil Works"	as detailed within Paragraph 5 of Call off Schedule 5 Pricing Details;

"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"CMDB"	Is the Configuration Management Database where details for configuration items are held as outlined in Paragraph 2 of Call off Schedule 14 (Service Levels);
"Commencement Date"	means: 1) in the case of the Deliverables set out in Schedule 13 (Implementation Plan and Testing) as set out in Schedule 13; 2) in the case of the Broadband Access Services in scope at the Start Date, it shall be the Start Date; 3) in the case of the Fibre Access Services in scope at the Start Date, the date of Acceptance of the Satisfaction Certificate; 4) for Services to be provided outside of the initial Implementation Plan the date(s) set out in the relevant Variation.
"Commercial Response Document"	means the Commercial Response Document(s) issued as part of the Tender and detailed Call Off Schedule 4 (Call Off Tender);
"Commercially Sensitive Information"	the Confidential Information listed in the Framework Award Form or Call Off 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;
"Communications Room" or "Comms Room"	means a room housing Buyer equipment and/or equipment owned by the Supplier for the provision of the Services and/or third party equipment used to provide other services to the Buyer;
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Component"	any constituent parts of the Deliverables;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"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;

"Configuration Item"	means: (a) a component of the Services that has an associated physical and/or logical configuration; or (b) any component of the IT infrastructure, or Services or Processes, any change to which, would be subject to the Buyer Change Management Process;
"Configuration Management Database" or "CMDB"	means the configuration management database that contains all relevant details of each Configuration Item and details of the important relationships between Configuration Items;
"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;
"Connectivity Type"	means Fibre Access Service or Broadband Access Service
"Consultancy Services Request"	means a request made by an authorised representative of the Buyer for the Supplier to provide services in accordance with Joint Schedule 2 Variation Annex 1, Operational Change;
"Continual Service Improvement"	means the Service provided by the Buyer to initiate, manage and deliver service improvement activity;
"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"	<p>the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:</p> <ul style="list-style-type: none"> a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including: <ul style="list-style-type: none"> i) base salary paid to the Supplier Staff; 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; 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; 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; d) Reimbursable Expenses to the extent these have been specified as allowable in the Call Off Order Form and are incurred in delivering any Deliverables; <ul style="list-style-type: none"> but excluding: <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;

NETWORK ACCESS SERVICES CALL OFF CONTRACT

	<p>e) fines and penalties;</p> <p>f) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
“Credit Pot”	has the meaning detailed under paragraph 7 Call Off Schedule 5 Pricing Details;
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"CRTPA"	the Contract Rights of Third Parties Act 1999;
“Customer Edge Device” or “CE Device”	means the router located at the Buyer Site or Buyer Premise used to connect to the Network Access Service;
“Customer Premised Equipment (CPE)”	Means any equipment located at a Buyer’s Site that is connected to an access circuit,
“Cutover”	means the bringing live of the Services at a Site;
“Data Centre”	<p>means a facility operated by the Buyer to perform one or more of the following functions:</p> <p>(a) store, manage, process, and exchange digital data and information;</p> <p>(b) provide application services or management for various data processing, such as web hosting internet, intranet, telecommunication and information technology;</p> <p>A facility that houses primarily office computers including individual servers associated with workstations is not classed as a Data Centre;</p>
“Data Management”	means managing the integrity of Buyer data and protecting it to provide contingency against data loss or corruption and managing the security of Buyer data in accordance with the Security Policy;
"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;
"Decommission"	means the activities involved to decommission and where applicable remove infrastructure at a Site following cessation of a Service at that Site;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
"Default Management Charge"	has the meaning given to it in Paragraph 7.1.1 of Framework Schedule 5 (Framework Management);
"Delay"	has the meaning set out within Call Off Schedule 13 (Implementation Plan and Testing);
"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;
"Delay Period Limit"	means as outlined in paragraph 6.1.4 of Call Off Schedule 13 (Implementation Plan and Testing);
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Deliverable Item(s)"	has the meaning set out within Call Off Schedule 13 (Implementation Plan and Testing);
"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

	used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"Delivery Support Services"	means a request by the Buyer for services in accordance with paragraph 8 of Joint Schedule 2 Variation Annex 1 Operational Change;
"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 Call Off Order Form (for the purposes of this definition the "Disaster Period");
"Disaster Recovery"	means the process of restoration of the Services (or any part thereof) by the provision of the Disaster Recovery Services;
"Disaster Recovery Services"	means the disaster recovery and/or Business Continuity services (as the context may require) to be provided by the Supplier pursuant to Call-Off Schedule 8 (Business Continuity and Disaster Recovery);
"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> <ul style="list-style-type: none"> 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 b) is required by the Supplier in order to provide the Deliverables; and/or c) has been or shall be generated for the purpose of providing the Deliverables;

"Document Register"	has the meaning set out within Call-Off Schedule 13 (Implementation Plan and Testing);
"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 Information"	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
"Early Cessation Charge"	means the early cessation Charges detailed within paragraph 12 of Call Off schedule 5 Pricing Details;
"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;
"End User"	means an individual who uses a Service;
"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;
"Excess Construction Charges"	means any Charges in addition to the standard connection charges which apply for the Service, or an aspect of a Service: (a) where additional infrastructure is provided to give a new or extended Service at a Site or other location or (b) where the Supplier would otherwise not choose to extend or provide the Core Network on the basis of normal commercial criteria
"Exclusive Asset(s)"	means those Assets which are used exclusively in the provision of the Services.
"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Exit Management Plan"	means the plan produced and updated by the Supplier during the Term in accordance with Paragraph 4 of Call-Off Schedule 10 (Exit Management);
"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;
"Failover Test(s)"	means running a process to validate the network's ability to move network traffic to a back-up system to maintain delivery of the service.
"Fibre Network Access Service"	means the Services detailed within paragraph 4 section 1.1 Call Off Schedule 20 Call Off Specification, and the associated Charges detailed within Call Off Schedule 5 Pricing Details.
"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"	any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from:

	<p>a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract;</p> <p>b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;</p> <p>c) acts of a Crown Body, local government or regulatory bodies;</p> <p>d) fire, flood or any disaster; or</p> <p>e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:</p> <ul style="list-style-type: none"> i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iii) 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 Contract Period"	the period from the Framework Start Date until the End Date or earlier termination of the Framework Contract;
"Framework Expiry Date"	the date of the end of the Framework Contract as stated in the Framework Award Form;
"Framework Incorporated Terms"	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
"Framework Initial Period"	the initial term of the Framework Contract as specified in the Framework Award Form;
"Framework Optional Extension Period"	such period or periods beyond which the Framework Initial Period may be extended up to a maximum of the number of years in total specified in the Framework Award Form;

"Framework Price(s)"	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
"Framework Start Date"	the date of start of the Framework Contract as stated in the Framework Award Form;
"Framework Special Terms"	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
"Framework Tender Response"	the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender Response);
"Fully Resilient"	means the provision of dual access circuits between the Site and two different geographical locations containing Supplier PEs. The dual access circuits shall be engineered to be fully diversely and separately routed from the Site through to the separate Supplier PEs, with no single points of failure;
"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 Call Off 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 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"	a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied

	<p>in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which:</p> <ul style="list-style-type: none"> i) are supplied to the Supplier by or on behalf of the Authority; or ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract; or <p>b) any Personal Data for which the Authority is the Controller;</p>
"Government Procurement Card"	<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"	<p>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;</p>
"Halifax Abuse Principle"	<p>the principle explained in the CJEU Case C-255/02 Halifax and others;</p>
"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 https://digital.nhs.uk/services/health-and-social-care-network;</p>
"HMRC"	<p>Her Majesty's Revenue and Customs;</p>
"ICT Environment"	<p>the ICT systems related to a Call-Off Contract described in Call-Off Schedule 6 (ICT Services);</p>
"ICT Policy"	<p>the Buyer's policy in respect of information and communications technology, referred to in the Call Off 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;</p>
"ICT Services"	<p>the ICT related Services to be delivered under a Call-Off Contract described in Call-Off Schedule 6 (ICT Services);</p>
"Impact Assessment"	<p>an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:</p> <ul style="list-style-type: none"> a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; b) details of the cost of implementing the proposed Variation; 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; d) a timetable for the implementation, together with any proposals for the testing of the Variation; and

	e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;
"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;
"Incident(s)"	means an unplanned interruption to a Supplier System or a Service or a reduction in the quality of a Supplier System or a Service;
"Incident Management Framework"	means the Buyer's process of identifying, recording, classifying, tracking and progressing Incidents until affected Services return to normal operation, referred to in the Call Off Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Incident 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. "Resolve" "Resolved", "Resolving" and "Resolution" shall be construed accordingly;
"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 Call Off 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 Call Off 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 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>
"Install" or "Installation"	means the activities involved to install the necessary infrastructure at a Site to enable the Supplier to deliver a Service at that Site;
"Installation Charge"	means the charges that will apply where Services are Installed at a new or existing Site.
"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 Call Off Order Form;
"IP Connect"	IP Connect is a private IP-based VPN service based on Multi Protocol Label Switching industry standards that provides the Buyer with any-to-any connectivity and differentiated performance levels, prioritisation of delay and non-delay sensitive traffic, all on a single network.
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided

	access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
"IT Asset & Configuration Management Policies and Procedures and Configuration Plan"	the specification of the respective IT Asset & Configuration Management Policies and Procedures and Configuration Plan, referred to in the Call Off Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier via the Variation Procedure;
"IT Service Continuity" or "ITSC"	means continuous, uninterrupted operation of the Services;
"IT Service Continuity Management (ITSCM) Process Overview"	means the specification of the respective IT Service Continuity Management processes, referred to in the Call Off Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of processing;
"Key Performance Indicators" or "KPIs"	Means any key performance indicator applicable to the provision of the Deliverables under the Call-Off Contract which are specified in the Annex to Part A of Call-Off Schedule 14 – Service Levels;
"Key Personnel"	the individuals (if any) identified as such in the Call Off Order Form;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>any Subcontractor:</p> <ul style="list-style-type: none"> a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract, <p>and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Call Off Order Form;</p>

"Knowledge Article"	the documentation containing the following information created as part of the Problem lifecycle process to be used in conjunction with any Workaround to minimise disruption to service delivery: (a) knowledge article type; (b) problem information; (c) headline description; (d) summary; (e) cause; (f) summary of Resolution/Workaround; (g) Resolution details; and creator contact information;
"Knowledge Management Framework"	the specification of the respective knowledge management processes, referred to in Paragraph 3.11.1 Call Off Schedule 20 (Specification), in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier via the Variation Procedure;
"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) ;
"Major Incident Management Process"	the specification of the respective Major Incident Management Processes, referred to in the Call Off contract, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier; via the Variation Procedure;
"Man Day"	Eight (8) 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 (Management Charges and Information);
"Marketing Contact"	shall be the person identified in the Framework Award Form;
"Master Site List"	means the Site List dated 17/02/2021 appended to Call-Off Schedule 13 (Implementation & Testing Plan);
"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;
"Milestone Payment"	has the meaning set out within Call Off Schedule 13 (Implementation Plan and Testing);
"Mobilisation and Take On Period"	has the meaning given to it in Paragraph 7 of Call-Off Schedule 13 (Implementation & Testing Plan);
"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;
"NAS RoS Change Control Process"	has the meaning set out within Call Off Schedule 13 (Implementation Plan and Testing);
"NAS Switch"	has the meaning as set out in the Security Requirements section of the Call Off Order Form.

“Network Access Service” or “NAS”	has the meaning described in Section 4 paragraph 1 within Call-Off Schedule 20 (Call-Off Specification);
“NAS Transition Event Date”	means the date the Supplier confirms in writing to the Buyer that the Site will be transitioned;
“Network Architecture Model”	means a document which sets out the details of the technical architecture for the network environment;
“Network Supplier Management Process”	the specification of the respective Network Supplier Management Processes, referred to in the Call Off Schedule 20 (Specification) , in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier via the Variation Procedure;
"New IPR"	<p>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</p> <p>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> <p>but shall not include the Supplier's Existing IPR;</p>
“Non-Exclusive Assets”	means those Supplier Assets used by the Supplier or a Key Subcontractor in connection with the Deliverables but which are also used by the Supplier or Key Subcontractor for other purposes excluding the Core Network Assets;
“Non-Resilient”	means the provision of a single access circuit between the Site and the Supplier's PE;
"Occasion of Tax Non – Compliance"	<p>where:</p> <p>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:</p> <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 Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or <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</p>

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

“Other Service Providers”	means the organisations, other than the Supplier providing services to the Buyer;
“Outgoing PSN-C Service”	means the Services provided under the PSN Connectivity Call Off Contract;
“Outgoing Service Provider”	means those suppliers which are succeeded by the Supplier and which provide to the Buyer any services which are the same as or similar to the Services and includes any of their relevant sub-contractors providing any of the services which are the same or similar to the Services;
"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";
“Pandemic”	means a disease that spreads over a whole country or the whole world as identified by the World Health Organisation;
"Parliament"	takes its natural meaning as interpreted by Law;
“Parliamentary Questions”	means tools that can be used by Members of Parliament to seek information or to press for action. They oblige Ministers to explain and defend the work, policy decisions and actions of their departments;
"Party"	in the context of the Framework Contract, CCS or the Supplier, and in the in the context of a Call-Off Contract the Buyer or the Supplier. "Parties" shall mean both of them where the context permits;
"Performance Indicators" or "PIs"	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
"Personal Data"	has the meaning given to it in the GDPR;
“Personal Data Breach”	has the meaning given to it in the GDPR;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
“Primary Services”	means the components described in paragraph 1.2.2 of Part A of Framework Schedule 1 (Specification);
“Problem(s)”	means a cause of one (1) or more Incidents;

“Problem Management Processes”	the specification of the respective Problem Management processes, referred to in the Call Off Schedule 20 (Specification), in force as at the Call-Off Start Date, as updated from time to time and notified to the Supplier via the Variation Procedure;
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 Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Call Off 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 Call Off 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>
“Project”	means any programme of work pursuant to a Project Work Order agreed by the Parties;
“Project Initiation Process”	means a project request that the Buyer may issue to the Supplier which shall initiate the process of developing a Project;

“Project Proposal”	means a Project proposal issued by the Supplier in response to each Project Request issued by the Buyer;
“Project Request”	means a Project request issued by the Buyer in accordance with Paragraph 2 of Joint Schedule 2 Variation, Annex 1 Operational Change;
“Project Work Order”	means a written document setting out details of each Project in such form as may be agreed between the Parties from time to time.
“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>
“Provider Edge” or “PE”	means the router located at the Supplier's network point of presence used to deliver the Network Access Service;
“Public Services Network or PSN”	the network of networks delivered through multiple service providers, as further detailed in the PSN operating model; and described at https://www.gov.uk/government/groups/public-services-network ;
“Recall”	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan"	<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> <p>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</p> <p>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;</p>
"Release"	means a set of related changes to, or the introduction of, a new application or infrastructure, which are scheduled for simultaneous implementation which typically form a single regression test baseline point;
"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"	<p>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);</p> <p>b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and</p> <p>information derived from any of the above;</p>
"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"	as defined within para 1.1 Joint Schedule 2 Variation, Annex 1.
"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 Call Off Order Form;
"Resilient"	means the provision of dual access circuits between the Site the Supplier PE(s). The dual access circuits shall be engineered to take advantage of any available diversity between the Site and the Supplier PE(s), and shall be terminated on separate Supplier PE(s) where multiple Supplier PE(s) exist at a single geographic location;
"Resource Unit"	means the units of Charge used within the tables set out in the appendices to Call Off Schedule 5 (Pricing Details)
"RIPE"	Reseaux IP Europeens network co-ordinations centre
"Rollout Schedule"	has the meaning set out within Call Off Schedule 13 (– Implementation Plan and Testing).
"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;
"SD WAN"	has the meaning detailed within Appendix 2 Call Off Schedule 13 Implementation Plan and Testing.
"Security Accreditation"	means the Buyer process, aligned to Government policy, and requiring formal sign-off by the Buyer by which security risks to information systems are managed;
"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 Call Off Schedule 20 (Specification) Annex 1, in force as at the Call-Off Start Date (a copy

	of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier via the Variation Procedure;
"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 Credits"	<p>means:</p> <ul style="list-style-type: none"> a) any service credits specified in the Annex to Part A of Call Off Schedule 14 (Service Levels) 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 Call Off Schedule 14 (Service Levels) 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 Catalogues;
"Service Desk Interface and Integration Requirements"	means the interface and integration requirements, specified by the Buyer Service Desk, of the Supplier or other suppliers;
"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 Management”	the specification of the Service Management processes, referred to in the Call Off Schedule 20 (Specification) , in force as at the Start Date.
“Service Measurement Period” or “SMP”	means a calendar month during the Call-Off Contract Period.
“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 Call Off Order Form;
“Service Provider”	means any supplier (other than the Supplier, its agents or Subcontractors) supplying goods and/or services to the Buyer or any End User;
"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 Call Off 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;
"Severity Level"	the level of severity of a Test Issue, the criteria for which are described in Annex 1 of Part B of Schedule 13 (Implementation Plan and Testing)
"Sites"	means: a) any delivery point for the Services (including the Buyer Premises, the Supplier's premises, third party premises, or any non-premises location, such as kerbside cabinets and bus shelters); or b) from to or at which i) the Services are (or are to be) provided; or ii) the Supplier manages, organises or otherwise directs the provision or the use of the Services; or c) where any part of the Supplier System is situated; or

	a) d) any physical interface with the Buyer's System takes place
"Special Terms"	any additional Clauses set out in the Framework Award Form or Call Off 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 Call Off Order Form;
"Split Site Fully Resilient"	means for geographically separate Sites that the Buyer regards as a single virtual location, the provision of router(s) at each physical Site and access circuits back to two different geographical locations containing Supplier PE(s). The dual access circuits shall be engineered to be fully diversely and separately routed from the Site through to the separate Supplier PE(s), with no single point of failure.
"Standards"	<p>any:</p> <ul style="list-style-type: none"> 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 Call Off Order Form or agreed between the Parties from time to time; d) relevant Government codes of practice and guidance applicable from time to time;
"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 Call Off 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: 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"	means all hardware and software assets and rights used by the Supplier to provide the Services in accordance with this Call-Off Contract including Third Party Materials, Exclusive Assets and Non-Exclusive Assets and the Buyer Transferred Assets acquired by the Supplier, 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"	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 (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 Call Off 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 Group"	means the Supplier, any holding company of the Supplier (including the Guarantor), and any subsidiary of such holding company;
"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);
"T-Countdown Sequence"	has the meaning set out within Call Off Schedule 13 (Implementation Plan and Testing);
"T-Countdown Sequence Table"	has the meaning set out within Call Off Schedule 13 (Implementation Plan and Testing)
"Take On"	means the activities to be undertaken by the Supplier to prepare for live delivery of the Services to the first Site with effect from the Start Date, as set out in the Take-On Plan;
"TEM Provider"	means a Supplier appointed by CCS to provide telecoms expense management;
"Term"	means 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 this Call-Off Contract;
"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 Issue Management Log"	a log for the recording of Test Issues as described further in Paragraph Error! Reference source not found. of Part B of Schedule 13 (Implementation plan and Testing)
"Test Issue Threshold"	in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan
"Test Plan"	a plan: a) for the Testing of the Deliverables; and b) setting out other agreed criteria related to the achievement of Milestones;
"Test Reports"	the reports to be produced by the Supplier setting out the results of Tests;
"Test Specification"	the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 6.2 of Part B of Schedule 13 (Implementation and Testing);
"Test Strategy"	a strategy for the conduct of Testing as described further in Paragraph Error! Reference source not found. of Part B of Schedule 13 (Implementation and Testing);
"Test Success Criteria"	Means in relation to a Test, the test success criteria for that Test as referred to in Paragraph 5 of Part B of Call Off Schedule 13 Implementation Plan and Testing;
"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;
"Test Witness"	any person appointed by the Buyer pursuant to Paragraph Error! Reference source not found. of Part B of Schedule 13 (Implementation and Testing);
"Testing Procedures"	the applicable testing procedures and Test Success Criteria set out in Schedule 13 (Implementation and Testing);
"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;
"Third Party Materials"	means the Third Party Software together with the documentation relating to the Third Party Software;
"Third Party Software"	means software which is proprietary to any third party (other than an Affiliate of the Supplier) which is or will be used by the Supplier for the purposes of providing the Services;

"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;
"Transition"	means the activities to be undertaken by the Supplier after Take-On to transfer (whether in stages or otherwise) responsibility for live delivery of the Services from the Outgoing Service Provider(s) in respect of each Site, as set out in the Transition Plan;
"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 ;
"Valid Request"	means a standard service request is validated through completion of the minimum data set of the request. These will be considered to be mandatory fields as agreed with the Buyer. Validated standard service requests will follow the pre-defined workflow, within the Buyers Request Fulfilment Policies and Procedures and associated service levels;
"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;
"Wayleave" or "Wayleave Permit"	a right of way granted by a landowner, generally in exchange for payment and typically for purposes such as the erection of telegraph wires or laying of pipes;
"Workaround"	means an action taken by or on behalf of the Supplier to eliminate the impact of an Incident for which a Service

NETWORK ACCESS SERVICES CALL OFF CONTRACT

	<p>Restoration is not yet available. Any Workaround must:</p> <p>(a) not affect the way the Buyer and/or any End User of the Supplier System or Service; and</p> <p>(b) still result in the Supplier System or Service being provided in accordance with this Call-Off Contract;</p>
"Worker"	<p>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</p>
"Working Day"	<p>any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Call Off Order Form.</p>

Joint Schedule 2 (Variation Form)

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

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

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

NETWORK ACCESS SERVICES CALL OFF CONTRACT

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 2 – VARIATION, ANNEX 1

**CHANGE CONTROL PROCESS FOR CATALOGUE REQUESTS, PROJECTS
AND CONSULTANCY SERVICES**

1. INTRODUCTION

- 1.1 This Annex 1 to Joint Schedule 2 (Variation) sets out the procedure for dealing with operational changes, (Catalogue requests including upgrades and downgrades) from the Buyer to provide the Services and to undertake Projects or provide Consultancy Services ("Request(s)").
- 1.2 The Buyer acknowledges that the Supplier is not required to maintain any level of resources to manage the Buyer Requests and accepts that where a Request is made by the Buyer, the Supplier shall aim to respond to the Buyer in the line with timescales as set out below. If the Supplier fails to meet any time period in respect of such Requests as outlined below, or as otherwise agreed by the Parties, then such failure shall be resolved in accordance with the Escalation Procedure as set out in clause 1.2 of Call Off Schedule 15 (Call Off Contract Management.) Should the parties fail to reach agreement via the Escalation Procedure within 10 (ten) Working Days, then such failure shall be escalated to and resolved in accordance with the Dispute Resolution Procedure.
 - 1.2.1 if the Request relates to the installation, removal or change in capacity relating to the, Catalogue Requests, the Buyer shall be entitled to issue a request for Catalogue Service item as set out in the DWP Request Management Catalogue following Request fulfilment Policies and procedures v1.
 - 1.2.2 if the Request relates to provision of Consultancy Services Request the Buyer shall issue a Request in accordance with the procedure set out in Paragraph 8 below;
 - 1.2.3 if the Request relates to implementation of a Project, the Buyer shall issue a Project Work Order in accordance with the procedure set out in Paragraph 2 below.
- 1.3 A Request that relates to a Project Work Order shall only be valid when signed by a Buyer Authorised Representative.

1.4 The Supplier shall use reasonable endeavours to respond to the Request for Catalogue services within the timescales set out in the Request fulfilment Policies and procedures v1

1.5 For Project Work Order or Consultancy Services Request, the Supplier shall provide its written response to such Request in accordance with Paragraphs 2 and 8 below;

2. PROJECTS

2.1 The Buyer may from time to time during the Call Off Contract Period issue a Project Request to the Supplier which shall initiate the process ("Project Initiation Process").

2.2 The Buyer shall include in each Project Request the following information (to the extent relevant):

2.2.1 a brief context, identifying the positioning of the Project in the Buyer's IT strategy, targets, timescales and objectives;

2.2.2 a detailed statement of Buyer's requirements for the Project (including scope);

2.2.3 the objectives and goals of the Project and its contribution to the Buyer's business objectives;

2.2.4 Charges for the charging basis proposed by the Buyer for the Project (which may be fixed price or time and materials or outcome based) by reference to Call Off Schedule 5 – Pricing Details, Appendix 4 (Man days/SFIA Rate Card) and any guidance, which the Buyer wishes the Supplier to consider, in respect of pricing mechanisms;

2.2.5 any known technical, time or any other constraints;

2.2.6 key assumptions and any known risks;

2.2.7 the delivery timescales and Test Success Criteria proposed for the Project;

- 2.2.8 details of the Project Test Strategy (if any) relevant to the Project;
and
 - 2.2.9 the desired level of progress reporting.
- 2.3 The Buyer may at its discretion, at any time prior to the execution of a Project Work Order terminate the relevant Project Initiation Process for a particular Project Request by providing written notice to the Supplier. The Supplier shall be entitled to charge the Buyer for any work undertaken by the Supplier (or its Subcontracts) and any costs incurred (including any 3rd party costs).
- 2.4 The Supplier shall advise in the Buyer in writing where it is unable to provide relevant information that may be required by the Buyer and the Parties shall discuss and agree appropriate next steps.

Consultancy Service Request

- 2.5 The Buyer may place a Consultancy Services Request (in accordance with the procedure in Paragraph 8 below) which may include (but not be limited to) the commissioning of a Project Work Order to assist the Buyer in production of:
- 2.5.1 a Project Request; and/or
 - 2.5.2 through the Project Initiation Process.

3. PROJECT PROPOSALS

- 3.1 On receipt of a complete and accurate Project Request from the Buyer, the Supplier shall use reasonable endeavours to provide to the Buyer with a Project Proposal within fifteen (15) Working Days (or such other time period as is agreed by the Parties).
- 3.2 The Supplier shall use all reasonable endeavours to ensure that each Project Proposal shall be clear and unambiguous and set out all information necessary, and in sufficient detail, to allow a preliminary assessment by the Buyer of the relevant Project, including the following information as a minimum:

- 3.2.1 outline approach, work breakdown structure (i.e. the appropriate phases, key deliverables, timescales and estimated number of each type of resource required, based on any estimating tool referred to in Paragraph 2.2.4), and Implementation Plan;
- 3.2.2 an Outline Project Plan (where applicable for a Project Work Request);
- 3.2.3 details of any Third Party Service in relation to the Project including:
 - 3.2.3.1 the nature of the Third Party Service and anticipated charges; and
 - 3.2.3.2 the identity of the proposed third party supplier who shall provide the Required Third Party Service;
- 3.2.4 key assumptions (including any cost assumptions) and anticipated risks;
- 3.2.5 Buyer Responsibilities (if any);
- 3.2.6 an assessment as to whether:
 - 3.2.6.1 any element of the services which would be required in respect of that Project are already being provided by the Supplier under this Call-Off Agreement; and
 - 3.2.6.2 the Project is suitable for delivery by the Supplier. Where the result of the Supplier's assessment is that the Project would be best delivered by an alternative means (for example, by a Service Request), details of the Supplier's recommendations as to the most appropriate means of delivery for the Project;
- 3.2.7 the options upon which the Supplier could price and charge for undertaking the Project (on such basis as may be agreed between the Parties) and the charges which would be payable by the Buyer in

respect of the Project under each such option. Such charges shall include the costs of complying with the Test Success Criteria;

3.2.8 any proposals in respect of funding or alternative pricing or new pricing mechanisms that the Supplier wishes the Buyer to consider;

3.2.9 details of any proposed Reimbursable Expenses;

3.2.10 comments upon the Test Success Criteria proposed by the Buyer for the Project.;

3.3 Where any Project Proposal fails to set out in sufficient detail the information to enable the Buyer (acting reasonably) to carry out its initial assessment of a Project, the Buyer shall notify the Supplier as soon as reasonably practicable and the Supplier shall review the Project Proposal and provide the relevant details. Parties within such time-scales as are reasonably requested by the Buyer and to the extent that no timescales are requested, as soon as reasonably possible.

3.4 For the avoidance of doubt if the Buyer does not proceed with a Project Proposal, any the work undertaken by the Supplier to assess and price the Project Proposal will be chargeable activity and the Supplier shall invoice the Buyer in accordance with Call Off Schedule 5 (Pricing Details).

4. PROJECT WORK ORDERS

4.1 Following review of a Project Proposal, the Buyer shall within a reasonable period, and in any event, within twenty (20) days of receipt of the Project Proposal from the Supplier, notify the Supplier whether it wishes to consider the Project further.

4.2 In the event that the Buyer notifies the Supplier in accordance with the Paragraph 4.1 that it wishes to accept the Project Proposal, the Supplier shall use reasonable endeavours to produce a draft Project Work Order for agreement with the Buyer within ten (10) Working Days (or such other time period as may be agreed by the Parties). As part of the production of each such Project Work Order, the Parties shall also seek to establish the impact of

the Project on any other Buyer's services and / or other Buyer projects or Projects and adjust the Project Work Order accordingly to take into account any such impact including any additional charges which may apply.

- 4.3 Each Project Work Order shall, unless otherwise agreed by the Parties, be in accordance with the structure as outlined in Appendix 2.
- 4.4 Following production of a draft Project Work Order in accordance with Paragraph 4.2, the Parties shall jointly agree a date to establish the appropriate governance, risk management processes and any specific reporting requirements for each Project (Project Work Order Meeting). At the Project Work Order Meeting the Parties shall review the information set out in the draft Project Work Order and agreeing the final contents of the relevant Project Work Order, together with any other issues relating to the Project as are reasonably raised by each Party.
- 4.5 Where changes are required to a draft Project Work Order, following any Project Work Order Meeting the Supplier shall submit a revised Project Work Order as soon as reasonably practicable after the relevant meeting. The Parties may agree this process shall be repeated as necessary until a Project Work Order is agreed.
- 4.6 If the Buyer does not proceed with a Project Work Order or Request, any work undertaken by the Supplier (or a Subcontractor) to price the Project Work Request and/or produce the Project Work Order will be chargeable.

5. PROJECT COMMITMENT

Neither Party shall be required to perform any services under any Project or Consultancy Service request unless and until such time as a Project Work Order or Consultancy Service Request has been agreed between the Parties and executed by both Parties authorised representatives.

6. PROJECT KICK OFF

- 6.1 Following the agreement of a Project Work Order, and in consideration of the charges for the relevant Project Work Order, the Parties will initiate a Project

start meeting and shall take place between the Parties prior to any work being undertaken on that Project (unless the Parties agree otherwise).

7. CHANGES TO AGREED PROJECT WORK ORDERS

Following the agreement of any Project Work Order, any changes to such Project Work Order proposed by either Party shall only become effective once they have been agreed by both Parties in writing. Any proposed change that would result in an impact on the Call-Off Contract shall be processed by the Parties in accordance with the Variation Process.

8. CONSULTANCY SERVICES REQUESTS

8.1 From time to time, and subject to the SFIA Charges set out in Call Off Schedule 5 (Pricing Details) the Buyer may request Consultancy Service Request. The procedure set out in this Paragraph 8 ("**Consultancy Services Request Procedure**") shall, unless the Parties agree otherwise, apply to all such requests made by the Buyer and to the provision by the Supplier of Consultancy Services.

8.2 Where the Buyer wishes to procure any Consultancy Services, it shall issue a Consultancy Services Request (as set out in Appendix 2) to the point of contact from time to time nominated by the Supplier to receive the same. Each Consultancy Services Request issued by the Buyer shall detail:

- 8.2.1 the type Consultancy Specialist requested by the Buyer;
- 8.2.2 the number of individual Consultancy Support Specialists requested by the Buyer;
- 8.2.3 the number of days for which the Buyer requires the services of each type of Consultancy Support Specialist;
- 8.2.4 the specific nature of the services which the Buyer requires each type of Consultancy Support Specialist to provide;
- 8.2.5 the dates upon which the Buyer requires the services of each type of Consultancy Support Specialist to be performed; and

- 8.2.6 the locations where the Buyer requires the services of each type of Consultancy Support Specialist to be performed.
- 8.3 Where the Supplier is able to comply with, and agrees to, all of the requirements of the Buyer as specified in any Consultancy Services Request, the Supplier shall confirm to the Buyer in writing its acceptance of the Consultancy Services Request in question and the provisions of Paragraph 8.6 shall apply.
- 8.4 Where the Supplier is unable to comply with all of the requirements of the Buyer as specified in any Consultancy Services Request (whether due to unavailability of Consultancy Support Specialists of the type requested by the Buyer or otherwise) the Supplier shall as soon as reasonably practicable inform the Buyer of the reasons why it is unable to accept the Consultancy Services Request in question. In such circumstances, the Parties shall discuss the reasons for the Supplier being unable to accept the Consultancy Services Request and where it is possible to overcome the concerns raised by the Supplier to both Parties' satisfaction the Parties may seek to agree a revised Consultancy Services Request which the Supplier is able to fulfil. Once agreed by the Parties in writing, this Consultancy Services Request shall become subject to Paragraph 8.6.
- 8.5 As part of the agreement of each Consultancy Services Request, the Parties shall agree:
- 8.5.1 the charging basis applicable to the Consultancy Services which are the subject of the Consultancy Services Request (such charging basis may be fixed price or time and materials);
 - 8.5.2 the provision of any required Third Party Service and the applicable charges for that service;
 - 8.5.3 any additional cost items and a spend profile for those items, including but not limited to, software charges, hardware charges and any Sub-contractor and supplier charges. The Supplier may only vary the spend profile of additional cost items charged to the activity with prior agreement of the Buyer (such agreement not to be

unreasonably withheld or delayed and shall be clearly documented and logged in the Consultancy Services Request);

8.5.4 details of any Reimbursable Expenses which may be applicable.

8.6 Following agreement on the Consultancy Service Request each party shall undertake their obligations and responsibilities as set out therein in accordance with the terms of the Consultancy Service Request.

8.7 The Supplier shall be entitled to invoice the Buyer in respect of the provision by the Consultancy Services to the Buyer at any time on or after the end of each month in respect of the Consultancy Services provided by the Supplier in such month (unless the Parties agree different payment terms).

8.8 The Buyer shall pay all invoices issued by the Supplier pursuant to Paragraph 8.7 in accordance with the provisions of Call Off Schedule 5 (*Pricing Details*).

8.9 If the Buyer does not proceed with any Consultancy Services, the Supplier shall be entitled to charge for any Consultancy Service work which shall include any work undertaken to assess any Consultancy Request Project Work Request.

9. SUB-CONTRACTORS AND SUPPLIERS

9.1 The Supplier may engage any Sub-contractor or third party supplier in relation to any Project or Consultancy Services subject to the terms of this Schedule and otherwise in accordance with this Call-Off Agreement.

9.2 In respect of each Sub-contractor or third party supplier engaged by the Contractor on its own accord in relation to a Project or Consultancy Services the Contractor shall, at no cost to the Buyer, ensure that prior to the commencement of any work by that Sub-contractor or third party supplier in relation to the Project or the provision of Consultancy Services such Sub-contractor or third party supplier is given appropriate information in relation to the Project or Consultancy Service which shall include, at a minimum, the following information but only where such information is relevant to the work to be undertaken by the Sub-contractor or third party supplier:

- 9.2.1 an overview of the Supplier's and Buyer's respective organisations including background and position in the market (in the case of the Supplier) and the political landscape (in the case of the Buyer);
- 9.2.2 an overview of the Business Groups of the Buyer's organisation to which the Project or Consultancy Services relates and/or impacts;
- 9.2.3 an introduction to the Project or Consultancy Services itself, including the relevant background and its intended contribution to the Buyer's business objectives;
- 9.2.4 the policies and procedures that are relevant to the Project or Consultancy Services;
- 9.2.5 an overview of the composition of the Project team (including the different roles of each member or categories of members) and key stakeholders;
- 9.2.6 the specific roles, responsibilities and objectives of the Sub-contractor or third party supplier in relation to the Project or Consultancy Services (including any relevant background material);
- 9.2.7 any relevant administrative requirements (e.g. time sheets, status reports and project meetings); and
- 9.2.8 any relevant Buyer or Supplier policies or procedures specific to the Sub-contractor's or third party supplier's role.

10. PRECEDENCE

In the event and only to the extent of any inconsistency between any agreed term of any Project Work Order or Consultancy Services Request and any term of this Call-Off Agreement then the term of the Project Work Order or Consultancy Services Request shall prevail.

11. CONFLICTS OF INTEREST

- 11.1 Where the provision or planning of any Project or Consultancy Service involves the selection of, or advice upon the selection of, alternative courses of action (including refraining from a particular course of action) or the acquisition, or advice upon the acquisition of goods, services and rights, the Supplier shall make such selection or acquisition or give such advice in an impartial, independent and unbiased manner and in the best interests of the Buyer.
- 11.2 If the Supplier becomes aware of any conflict of interest in relation to any Project or Consultancy Services (whether such existed before the Effective Date or thereafter) it shall, without undue delay, notify the Buyer in writing providing full particulars of the conflict together with any additional information which the Buyer may require in connection with such matter.

APPENDIX 1

PROJECT WORK ORDER

TEMPLATE PROJECT WORK ORDER (Reference Number: [Insert reference number.])

1. INTRODUCTION

- 1.1 This Project Work Order ("**PWO**") constitutes an addition (and to the extent detailed in this Project Work Order a change) to the Call-Off Contract for NAS services entered into on [date] (as amended by the Parties from time to time) between the Secretary of State for Work and Pensions and the Supplier ("**Call-Off Contract**").
- 1.2 Save as may be otherwise provided in this Project Work Order, defined terms and phrases set out in the Call-Off Contract shall apply to this Project Work Order. In the event of any contradiction between the terms of this Project Work Order and the Call-Off Terms, the terms of this Project Work Order shall take precedence.
- 1.3 The Parties agree that Section 2 is included to assist the understanding of this Project Work Order prior to signature and shall not form part of the Call-Off Contract nor affect the interpretation of the Call-Off Contract or this Project Work Order.
- 1.4 The Parties further agree that other than in respect of Section 2, the provisions of this Project Work Order shall constitute an addition (and to the extent detailed a change) to the Call-Off Contract from the date of the execution of this Project Work Order.
- 1.5 In this Project Work Order, references to "Sections" are to sections contained within this Project Work Order.

2. DESCRIPTION AND CONSEQUENCES OF PROJECT WORK ORDER

1.	Title of Project Work Order	[Insert title of Project Work Order.]
2.	Originator	[Insert name of originator.]
3.	Date of Request/Recommendation	[Insert date of original request.]
4.	Buyer Lead	[Insert name of Buyer lead.]
5.	Supplier Lead	[Insert name of Supplier lead.]
6.	Reason for Project Work Order	[Insert brief details of reason for Project.]
7.	Details of Project Work Order	[Insert brief details of Project Work Order.]
8.	Price or charges applicable to this Project Work Order and terms of validity and payment	As set out in Section 7.

NETWORK ACCESS SERVICES CALL OFF CONTRACT

9.	Buyer Reference	
10.	SI&M Reference	N/A
11.	Supplier Reference	

3. APPLICATION OF THE CALL-OFF TERMS

Save as may be otherwise provided in this Project Work Order, the Call-Off Terms shall apply to the Project undertaken by the Supplier pursuant to this Project Work Order and all provisions in the Call-Off Contract applicable to provision of Services and compliance with the Service Levels shall apply mutatis mutandis to the Services under this Project Work Order.

4. TRANSITION

[Insert details of any impact of Transition upon the Project or of the Project upon Transition and how this is to be addressed.]

5. ADDITIONS/AMENDMENTS TO THE CALL-OFF CONTRACT

[Insert details of the additions/amendments required to be made to the Call-Off Contract as a result of this Project Work Order and whether such additions/amendments are specific only to what is being provided by the Supplier under this Project Work Order or the wider Services. This may include items such as new defined terms, additions to application lists etc.]

All changes referred to in this Section shall be processed by the Parties in accordance with the Variation Process.

6. APPLICATION OF THIS PROJECT WORK ORDER POST COMPLETION

[Insert details of any terms of this Project Work Order which will continue in/come into force following completion of the Project.]

7. PRICE AND PAYMENT

7.1 The total price for this PWO is £□ and to be provided on a fixed price basis.

[For time and materials-based PWOs alternative wording to be used]

A summary breakdown of the associated charges pursuant to this PWO is as follows [].

7.2 All charges set out in this PWO are exclusive of VAT.

NETWORK ACCESS SERVICES CALL OFF CONTRACT

- 7.3 Invoicing shall be raised in accordance with Schedule 5 (*Charges*) of the Call-Off Agreement and becomes payable thirty (30) days from the date of the Supplier's valid invoice.

8. PROJECT PLAN

[Insert the Outline Project Plan (in substantively the format set out in the plan template below) which will be developed over time into the Detailed Project Plan. Provision needs to be included here as to what extent the dates in such timetable are legally binding and if so, the consequences of failing to meet those dates (eg Service Credits).]

Agreed Delivery	Deliverables (bulleted list showing all Deliverables)	Duration (Working Days/ Months)	Delivery Date	Buyer Responsibilities (if applicable)	Link to ATP/CPP
	Update Security Plan (as necessary)				
	Information Standards – systems and procedures to ensure for areas of control (updated as necessary)				
	Version Control - procedures to control correct release or version of Deliverables (as necessary)				
	Draft Detailed Project Plan				
	Test Strategy (as appropriate)				
	Test Plans developed				
	Test Specification developed				
	Acceptance Criteria developed			Approve criteria	
	Testing (including Fail Date)				
	ITSC Plan and DR Plan (updated as necessary)				
	Commencement Date(s)				
	Service Level Targets added or amended (as necessary)				

9. SPECIFICATION

The specifications for the Project are set out in the Supplier's proposal (*[insert proposal reference number and date]*).

10. [RISK MANAGEMENT]

The Supplier shall reasonably support the Buyer's risk management approach, providing risks, planning mitigation and control and providing updates via the agreed process.

11. [PROJECT REPORTING]

The Supplier shall report progress at the checkpoint meetings and update and issue to the Buyer a report as agreed by the Parties.

12. [PROJECT GOVERNANCE]

The project governance arrangements shall be as agreed with the Buyer.

13. TERMINATION

[Insert, where appropriate, the Project exit arrangements, in the event the Project is terminated prior to completion.]

The Buyer shall be entitled to terminate this Project Work Order if any of the circumstances set out in the Call-Off Terms apply.

14. SUB-CONTRACTORS AND THIRD PARTY SUPPLIERS

[Insert, where appropriate, details of any Required Third Party Service to be used in relation to the Project along with the identity of the third party supplier and the applicable charges calculated in accordance with Paragraph 5 of Schedule 5.1 (Charges and Invoicing).]

15. OTHER PROVISIONS

[Insert details of other provisions not covered above which may be required for a Project (to the extent not covered by the Call-Off Terms).]

16. APPROVALS

16.1 Purchase Orders for this PWO must be posted to: *[Insert Supplier's address]*.

16.2 Signed copies of this PWO must be posted to FAO: *[Insert Supplier's address]*.

The Buyer

Signed and agreed on behalf of the Buyer:

Name:

Position:

Date:

The Supplier

Signed and agreed on behalf of the Supplier:

Name:

Position:

Date:

NETWORK ACCESS SERVICES CALL OFF CONTRACT

APPENDIX 2

CONSULTANCY SERVICE REQUEST

Request Summary (all fields are mandatory)					
Request Title					
CVID Number (To be completed by CD ED)		Version	1.0	Date Request Made	Click here to enter a date.
Contract		Request Type	Choose an item.		
Priority		High Priority Criteria	Choose an item.		
Business Unit / Agency					
Originators Name			Budget Holder Name		
Contact Number			Contact Number		
Email			Email		
Target Date for Completion (Contractual targets)	Click here to enter a date.		Cost Centre Code		
CDED Approver			CDED Approval Date		
Additional Contacts for request including BT contacts who have knowledge of the request (Name, contact number and email)					
Associated CVID(s) and Title					
DWP Triage	<input type="checkbox"/> Yes <input type="checkbox"/> No				

Business Context, Scope, Targets and Objectives	
Problem to be solved	
Detailed Requirements and Scope	
Charging Basis	
Charging Method	Choose an item.
Funding Method	Choose an item.
Other Approved Method Details	

NETWORK ACCESS SERVICES CALL OFF CONTRACT

Site / Locations				
SLOC where work is to be performed	Business Unit Short Name	Address 1 (where work is to be performed)	Address 2 (where work is to be performed)	Postcode

Volumetrics			
Item	Quantity	Item	Quantity

<p align="center">Technical Requirements including Project & Delivery Requirements</p> <p align="center">State any technical requirements / constraints upon the project and any time constraints that apply.</p>
If none state N/A
Constraints (Technical/Security or Time Related)
If none state N/A
Assumptions and Known Risks
If none state N/A

Key Delivery Items		
Delivery Items	Details	Date/Duration

NETWORK ACCESS SERVICES CALL OFF CONTRACT

Progress Reporting and Gated Review Process Requirements		
Describe the approach to project reporting (daily/Weekly) and Gated Reviews. What is required from the supplier?		
If none state N/A		
Project Test Strategy		
Define the Project's approach to Testing, will the supplier be required to support testing, timescales for the project and any support from the supplier. Is there any ongoing test support required?		
If none state N/A		
Other Stakeholders / Third Parties		
If none state N/A		
Service Requirements		
Describe any ongoing Service Requirements, proposed service levels and measures and any proposed service credit regime. Is there an ongoing need for support, if so what is the expected measure of service success?		
If none state N/A		
Commercial Requirements		
Describe any additional Commercial Requirements including any risk reward options.		
If none state N/A		
Attachments/Supporting Documentation (Cross Reference to above sections if appropriate)		
Document Name	Version	Status

Contractor CSR Assessment			
Date Issued to Customer	Click here to enter a date.	BT SSIS Ref	
BT Project Manager		Email	
Proposal Overview			

NETWORK ACCESS SERVICES CALL OFF CONTRACT

Assumptions and Caveats

Professional Services				
Consultant Name/Function	Role	Rate	Days	Charge
Sub-Total (T1)				
Bought In / Third Party Charges				
Item Description		Rate	Days	Charge
Sub-Total (T2)				
Grand Total (T1 + T2)				

NETWORK ACCESS SERVICES CALL OFF CONTRACT

The Supplier's response has been prepared in accordance with the relevant contract. Unless otherwise specified, it is valid for 30 days from the date of issue, after which time the Supplier reserves the right to review its content in general and charges in particular. Please quote the Supplier Reference in all future correspondence relating to this CSR.

Charging		
Charging Method	Choose an item.	
Payment Timescales		
Timescales	Description	Amount
T0	Receipt of Purchase Order	£0.00
T1a	Choose an item.	
T1b	Choose an item.	

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)

What is the Commercially Sensitive Information?

REDACTED

Joint Schedule 5 (Corporate Social Responsibility)

2. What we expect from our Suppliers

- 2.1 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)
- 2.2 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.
- 2.3 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.

3. Equality and Accessibility

- 3.1 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:
 - 3.1.1 eliminate discrimination, harassment or victimisation of any kind; and
 - 3.1.2 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.

4. 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.

4.1 The Supplier:

- 4.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
- 4.1.2 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;
- 4.1.3 warrants and represents that it has not been convicted of any slavery or human tracking offenses anywhere around the world.
- 4.1.4 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.
- 4.1.5 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.
- 4.1.6 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;
- 4.1.7 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;
- 4.1.8 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;
- 4.1.9 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;
- 4.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 4.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

5. Income Security

5.1 The Supplier shall:

- 5.1.1 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;
- 5.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect to wages before they enter;
- 5.1.3 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;
- 5.1.4 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;
- 5.1.5 record all disciplinary measures taken against Supplier Staff; and
- 5.1.6 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

6. Working Hours

6.1 The Supplier shall:

- 6.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
- 6.1.2 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;
- 6.1.3 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;

- 6.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph **Error! Reference source not found.** below.

- 6.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
- 6.3.1 this is allowed by national law;
 - 6.3.2 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
 - 6.3.3 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 6.4 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.

7. Sustainability

- 7.1 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;
 - 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 in instances where the Key Subcontractor has notified the Supplier of the outstanding payment and the Supplier has been allowed a reasonable period to rectify the outstanding payment and where the invoice is not subject to a genuine dispute; or f) any of the following (subject to a de-minimis threshold of £50m (fifty million pounds): <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;
	iii) any financial indebtedness of the Monitored Company becoming due as a result of an event of default; or
	iv) the cancellation or suspension of any financial indebtedness in respect of the Monitored Company
	in each case which CCS reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance of any Contract and delivery of the Deliverables in accordance with any Call-off Contract;
"Financial Distress Service Continuity Plan"	a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with [each Call-Off] Contract in the event that a Financial Distress Event occurs;
"Monitored Company"	the Supplier, any [Framework Guarantor or Call-Off Guarantor or any Key Subcontractor]
"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 Not used.
- 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).

ANNEX 1: Rating Agencies

Rating Agency 1: Moody's

Rating Agency 2: Standard & Poor's

ANNEX 2: Credit Ratings & Credit Rating Thresholds

Part 1: Current Rating

Entity	Credit rating (long term)	Credit Rating Threshold
Supplier	<u>Redacted</u>	<u>Redacted</u>

Joint Schedule 8 (Guarantee)

1. Definitions

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

"Call-Off Guarantee"	a deed of guarantee in favour of a Buyer that has undertaken a Further Competition in the form set out in the Annex to this Schedule; and
"Call-Off Guarantor"	the person acceptable to a Buyer to give a Call-Off Guarantee;

2. Call-off guarantee

- 2.1 Where a Buyer has conducted a Further Competition and notified the Supplier that the award of the Call-Off Contract by the Buyer shall be conditional upon receipt of a valid Call-Off Guarantee, then, on or prior to the execution of the Call-Off Contract, as a condition for the award of that Call-Off Contract, the Supplier shall deliver to the Buyer:
- 2.1.1 an executed Call-Off Guarantee from a Call-Off Guarantor.
- 2.2 Where a Buyer has procured a Call-Off Guarantee from the Supplier under Paragraph **Error! Reference source not found.** above, the Buyer may terminate the Call-Off Contract for Material Default where:
- 2.2.1 the Call-Off Guarantor withdraws the Call-Off Guarantee for any reason whatsoever;
- 2.2.2 the Call-Off Guarantor is in breach of the Call-Off Guarantee;
- 2.2.3 an Insolvency Event occurs in respect of the Call-Off Guarantor;
- 2.2.4 the Call-Off Guarantee becomes invalid or unenforceable for any reason whatsoever; or
- 2.2.5 the Supplier fails to provide the documentation required by Paragraph **Error! Reference source not found.** by the date so specified by the Buyer;
- 2.2.6 and in each case the Call-Off Guarantee (as applicable) is not replaced by an alternative guarantee agreement acceptable to the Buyer.

Annex 1 – Form of Guarantee

BT GROUP PLC

- AND -

SECRETARY OF STATE FOR WORK & PENSIONS

DEED OF GUARANTEE

DEED OF GUARANTEE

THIS DEED OF GUARANTEE is made the day of 20[]

PROVIDED BY:

BT Group plc a company incorporated in England and Wales with number 4190816 whose registered office is at 81 NEWGATE STREET, LONDON, EC1A 7AJ ("**Guarantor**")

WHEREAS:

- (A) The Guarantor has agreed, in consideration of the Beneficiary entering into the Guaranteed Agreement with the Supplier, to guarantee all of the Supplier's obligations under the Guaranteed Agreement.
- (B) It is the intention of the Parties that this document be executed and take effect as a deed.

Now in consideration of the Beneficiary entering into the Guaranteed Agreement, the Guarantor hereby agrees for the benefit of the Beneficiary as follows:

1. DEFINITIONS AND INTERPRETATION

In this Deed of Guarantee:

- 1.1 unless defined elsewhere in this Deed of Guarantee or the context requires otherwise, defined terms shall have the same meaning as they have for the purposes of the Guaranteed Agreement;
- 1.2 the words and phrases below shall have the following meanings:

"CCS"	has the meaning given to it in the Framework Contract;
"Beneficiary(s)"	means Secretary of State for Work & Pensions acting as part of the Crown and "Beneficiaries" shall be construed accordingly;
"Call-Off Contract"	has the meaning given to it in the Framework Contract;
"Framework Contract"	means the Framework Contract for the Goods and/or Services dated on or about the date hereof made between CCS and the Supplier;
"Goods"	has the meaning given to it in the Framework Contract;
"Guaranteed Agreement(s)"	means the Call-Off Contract made between the Beneficiary and the Supplier [on insert date];
"Guaranteed Obligations"	means all obligations and liabilities of the Supplier to the Beneficiary under the Guaranteed Agreement together with all obligations owed by the Supplier to the Beneficiary that are supplemental to, incurred under, ancillary to or calculated by reference to the Guaranteed Agreement;

"Services" has the meaning given to it in the Framework Contract.

- 1.3 references to this Deed of Guarantee and any provisions of this Deed of Guarantee or to any other document or agreement (including to the Guaranteed Agreement) are to be construed as references to this Deed of Guarantee, those provisions or that document or agreement in force for the time being and as amended, varied, restated, supplemented, substituted or novated from time to time;
- 1.4 unless the context otherwise requires, words importing the singular are to include the plural and vice versa;
- 1.5 references to a person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;
- 1.6 the words "other" and "otherwise" are not to be construed as confining the meaning of any following words to the class of thing previously stated where a wider construction is possible;
- 1.7 unless the context otherwise requires, reference to a gender includes the other gender and the neuter;
- 1.8 unless the context otherwise requires, references to an Act of Parliament, statutory provision or statutory instrument include a reference to that Act of Parliament, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it;
- 1.9 unless the context otherwise requires, any phrase introduced by the words "including", "includes", "in particular", "for example" or similar, shall be construed as illustrative and without limitation to the generality of the related general words;
- 1.10 references to Clauses and Schedules are, unless otherwise provided, references to Clauses of and Schedules to this Deed of Guarantee; and
- 1.11 references to liability are to include any liability whether actual, contingent, present or future.

2. GUARANTEE AND INDEMNITY

- 2.1 The Guarantor irrevocably and unconditionally guarantees and undertakes to the Beneficiary to procure that the Supplier duly and punctually performs all of the Guaranteed Obligations now or hereafter due, owing or incurred by the Supplier to the Beneficiary.
- 2.2 The Guarantor irrevocably and unconditionally undertakes upon demand to pay to the Beneficiary all monies and liabilities which are now or at any time hereafter shall have become payable by the Supplier to the Beneficiary under or in connection with the Guaranteed Agreement or in respect of the Guaranteed Obligations as if it were a primary obligor.

If at any time the Supplier shall fail to perform any of the Guaranteed Obligations, the Guarantor, as primary obligor, irrevocably and

unconditionally undertakes to the Beneficiary that, upon first demand by the Beneficiary it shall, at the cost and expense of the Guarantor:

- 2.2.1 fully, punctually and specifically perform such Guaranteed Obligations as if it were itself a direct and primary obligor to the Beneficiary in respect of the Guaranteed Obligations and liable as if the Guaranteed Agreement had been entered into directly by the Guarantor and the Beneficiary; and
- 2.2.2 as a separate and independent obligation and liability, indemnify and keep the Beneficiary indemnified against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all court costs and all legal fees on a solicitor and own client basis, together with any disbursements,) of whatever nature which may result or which such Beneficiary may suffer, incur or sustain arising in any way whatsoever out of a failure by the Supplier to perform the Guaranteed Obligations save that, subject to the other provisions of this Deed of Guarantee, this shall not be construed as imposing greater obligations or liabilities on the Guarantor than are purported to be imposed on the Supplier under the Guaranteed Agreement.

3. OBLIGATION TO ENTER INTO A NEW CONTRACT

If the Guaranteed Agreement is terminated for default by the Beneficiary, or if the Guaranteed Agreement is disclaimed by a liquidator of the Supplier or the obligations of the Supplier are declared to be void or voidable for any reason, then the Guarantor will, at the request of the Beneficiary enter into a contract with the Beneficiary in terms mutatis mutandis the same as the Guaranteed Agreement and the obligations of the Guarantor under such substitute agreement shall be the same as if the Guarantor had been original obligor under the Guaranteed Agreement or under an agreement entered into on the same terms and at the same time as the Guaranteed Agreement with the Beneficiary.

4. DEMANDS AND NOTICES

- 4.1 Any demand or notice served by the Beneficiary on the Guarantor under this Deed of Guarantee shall be in writing, addressed to:

BRITISH TELECOMMUNICATIONS PLC, 81 Newgate Street, London EC1A 7AJ

[Insert Facsimile Number]

For the Attention of: **Treasury Middle Office Senior Manager**

or such other address in England and Wales or facsimile number as the Guarantor has from time to time notified to the Beneficiary in writing in accordance with the terms of this Deed of Guarantee as being an address or facsimile number for the receipt of such demands or notices.

- 4.2 Any notice or demand served on the Guarantor or the Beneficiary under this Deed of Guarantee shall be deemed to have been served:
 - 4.2.1 if delivered by hand, at the time of delivery; or

- 4.2.2 if posted, at 10.00 a.m. on the second Working Day after it was put into the post; or
- 4.2.3 if sent by facsimile, at the time of despatch, if despatched before 5.00 p.m. on any Working Day, and in any other case at 10.00 a.m. on the next Working Day.
- 4.3 In proving service of a notice or demand on the Guarantor or the Beneficiary it shall be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter, or that the facsimile message was properly addressed and despatched, as the case may be.
- 4.4 Any notice purported to be served on the Beneficiary under this Deed of Guarantee shall only be valid when received in writing by the Beneficiary.

5. BENEFICIARY'S PROTECTIONS

- 5.1 The Guarantor shall not be discharged or released from this Deed of Guarantee by any arrangement made between the Supplier and the Beneficiary (whether or not such arrangement is made with or without the assent of the Guarantor) or by any amendment to or termination of the Guaranteed Agreement or by any forbearance or indulgence whether as to payment, time, performance or otherwise granted by the Beneficiary in relation thereto (whether or not such amendment, termination, forbearance or indulgence is made with or without the assent of the Guarantor) or by the Beneficiary doing (or omitting to do) any other matter or thing which but for this provision might exonerate the Guarantor.
- 5.2 This Deed of Guarantee shall be a continuing security for the Guaranteed Obligations and accordingly:
 - 5.2.1 it shall not be discharged, reduced or otherwise affected by any partial performance (except to the extent of such partial performance) by the Supplier of the Guaranteed Obligations or by any omission or delay on the part of the Beneficiary in exercising its rights under this Deed of Guarantee;
 - 5.2.2 it shall not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver, voluntary arrangement, any legal limitation or other incapacity, of the Supplier, the Beneficiary, the Guarantor or any other person;
 - 5.2.3 not used
 - 5.2.4 the rights of the Beneficiary against the Guarantor under this Deed of Guarantee are in addition to, shall not be affected by and shall not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Beneficiary.
- 5.3 The Beneficiary shall be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes and the making of a demand (whether effective, partial or defective) in respect of the breach or non performance by the Supplier of any Guaranteed Obligation

shall not preclude the Beneficiary from making a further demand in respect of the same or some other default in respect of the same Guaranteed Obligation.

- 5.4 The Beneficiary shall not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to obtain judgment against the Supplier or the Guarantor or any third party in any court, or to make or file any claim in a bankruptcy or liquidation of the Supplier or any third party, or to take any action whatsoever against the Supplier or the Guarantor or any third party or to resort to any other security or guarantee or other means of payment. No action (or inaction) by the Beneficiary in respect of any such security, guarantee or other means of payment shall prejudice or affect the liability of the Guarantor hereunder.
- 5.5 The Beneficiary's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Beneficiary deems expedient.
- 5.6 Any waiver by the Beneficiary of any terms of this Deed of Guarantee, or of any Guaranteed Obligations shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.
- 5.7 Any release, discharge or settlement between the Guarantor and the Beneficiary shall be conditional upon no security, disposition or payment to the Beneficiary by the Guarantor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Beneficiary shall be entitled to enforce this Deed of Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Beneficiary shall be entitled to retain this security after as well as before the payment, discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to the Beneficiary from the Guarantor for such period as the Beneficiary may determine.

6. GUARANTOR INTENT

Without prejudice to the generality of Clause **Error! Reference source not found.** (Beneficiary's protections), the Guarantor expressly confirms that it intends that this Deed of Guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to the Guaranteed Agreement and any associated fees, costs and/or expenses.

7. RIGHTS OF SUBROGATION

- 7.1 The Guarantor shall, at any time when there is any default in the performance of any of the Guaranteed Obligations by the Supplier and/or any default by the Guarantor in the performance of any of its obligations under this Deed of Guarantee, exercise any rights it may have:
 - 7.1.1 of subrogation and indemnity;
 - 7.1.2 to take the benefit of, share in or enforce any security or other guarantee or indemnity for the Supplier's obligations; and

7.1.3 to prove in the liquidation or insolvency of the Supplier, only in accordance with the Beneficiary's written instructions and shall hold any amount recovered as a result of the exercise of such rights on trust for the Beneficiary and pay the same to the Beneficiary on first demand. The Guarantor hereby acknowledges that it has not taken any security from the Supplier and agrees not to do so until Beneficiary receives all moneys payable hereunder and will hold any security taken in breach of this Clause on trust for the Beneficiary.

8. DEFERRAL OF RIGHTS

- 8.1 Until all amounts which may be or become payable by the Supplier under or in connection with the Guaranteed Agreement have been irrevocably paid in full, the Guarantor agrees that, without the prior written consent of the Beneficiary, it will not:
 - 8.1.1 exercise any rights it may have to be indemnified by the Supplier;
 - 8.1.2 claim any contribution from any other guarantor of the Supplier's obligations under the Guaranteed Agreement;
 - 8.1.3 take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Beneficiary under the Guaranteed Agreement or of any other guarantee or security taken pursuant to, or in connection with, the Guaranteed Agreement;
 - 8.1.4 demand or accept repayment in whole or in part of any indebtedness now or hereafter due from the Supplier; or
 - 8.1.5 claim any set-off or counterclaim against the Supplier;
- 8.2 If the Guarantor receives any payment or other benefit or exercises any set off or counterclaim or otherwise acts in breach of this Clause **Error! Reference source not found.**, anything so received and any benefit derived directly or indirectly by the Guarantor therefrom shall be held on trust for the Beneficiary and applied in or towards discharge of its obligations to the Beneficiary under this Deed of Guarantee.

9. REPRESENTATIONS AND WARRANTIES

- 9.1 The Guarantor hereby represents and warrants to the Beneficiary that:
 - 9.1.1 the Guarantor is duly incorporated and is a validly existing company under the laws of its place of incorporation, has the capacity to sue or be sued in its own name and has power to carry on its business as now being conducted and to own its property and other assets;
 - 9.1.2 the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee;
 - 9.1.3 the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including, without limitation entry into and performance of a contract pursuant to Clause **Error! Reference**

source not found.) have been duly authorised by all necessary corporate action and do not contravene or conflict with:

9.1.3.1 *the Guarantor's memorandum and articles of association or other equivalent constitutional documents;*

9.1.3.2 *any existing law, statute, rule or regulation or any judgment, decree or permit to which the Guarantor is subject; or*

9.1.3.3 *the terms of any agreement or other document to which the Guarantor is a Party or which is binding upon it or any of its assets;*

9.1.4 all governmental and other authorisations, approvals, licences and consents, required or desirable, to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed of Guarantee, and to make this Deed of Guarantee admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect; and

9.1.5 this Deed of Guarantee is the legal valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.

10. PAYMENTS AND SET-OFF

10.1 All sums payable by the Guarantor under this Deed of Guarantee shall be paid without any set-off, lien or counterclaim, deduction or withholding, howsoever arising, except for those required by law, and if any deduction or withholding must be made by law, the Guarantor will pay that additional amount which is necessary to ensure that the Beneficiary receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.

10.2 The Guarantor shall pay interest on any amount due under this Deed of Guarantee at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

10.3 The Guarantor will reimburse the Beneficiary for all legal and other costs (including VAT) reasonably incurred by the Beneficiary in connection with the enforcement of this Deed of Guarantee.

11. GUARANTOR'S ACKNOWLEDGEMENT

The Guarantor warrants, acknowledges and confirms to the Beneficiary that it has not entered into this Deed of Guarantee in reliance upon, nor has it been induced to enter into this Deed of Guarantee by any representation, warranty or undertaking made by or on behalf of the Beneficiary (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this Deed of Guarantee.

12. ASSIGNMENT

12.1 The Beneficiary shall be entitled to assign or transfer the benefit of this Deed of Guarantee at any time to any person without the consent of the Guarantor

being required and any such assignment or transfer shall not release the Guarantor from its liability under this Guarantee.

12.2 The Guarantor may not assign or transfer any of its rights and/or obligations under this Deed of Guarantee.

13. SEVERANCE

If any provision of this Deed of Guarantee is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Deed of Guarantee had been executed with the invalid, illegal or unenforceable provision eliminated.

14. THIRD PARTY RIGHTS

Other than the Beneficiary, a person who is not a Party to this Deed of Guarantee shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed of Guarantee. This Clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

15. SURVIVAL

This Deed of Guarantee shall survive termination or expiry of the Guaranteed Agreement only to the extent that Guaranteed Obligations survive the Guaranteed Agreement.

16. GOVERNING LAW

16.1 This Deed of Guarantee and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with English law.

16.2 The Guarantor irrevocably agrees for Beneficiary that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings and to settle any dispute which may arise out of or in connection with this Deed of Guarantee and for such purposes hereby irrevocably submits to the jurisdiction of such courts.

16.3 Nothing contained in this Clause shall limit the rights of the Beneficiary to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).

IN WITNESS whereof the Guarantor has caused this instrument to be executed and delivered as a Deed the day and year first before written.

EXECUTED as a DEED by

BT Group plc acting by **[Insert/print names]**

Director

NETWORK ACCESS SERVICES CALL OFF CONTRACT

Director/Secretary

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]

NETWORK ACCESS SERVICES CALL OFF CONTRACT

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 Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 1.2 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.
- 1.3 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) The Supplier and its suppliers, including any Sub-processors of the Supplier and its suppliers, may from time to time use back office support and system functions which are located or can be accessed by users from outside of the UK and/or the European Economic Area. The Buyer consents to the disclosure and transfer of Buyer Contact Data as required in order to provide the Service and the Buyer consents to such transfers provided that BT will rely on appropriate transfer mechanisms permitted by Data Protection Legislation. Save for Buyer Contact Data, the Supplier will not transfer Personal Data outside of the European Economic Area 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.
- 1.4 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.
- 1.5 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.
- 1.6 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.
- 1.7 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.
- 1.8 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

- 1.9 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
- 1.10 The Buyer consents to the Supplier's use of Sub-processors and the Supplier shall :
- (a) enter into a written agreement with the Sub-processor (excluding Supplier Affiliates) which are broadly in line with the terms set out in this Joint Schedule 11 (Processing Data) such that they will be imposed on the Sub-processor; and
 - (b) .The Supplier will inform the Buyer of intended changes to its Sub-processors (excluding Supplier Affiliates) from time to time, either by providing the Buyer with online access to intended changes or by such other means as the Supplier may determine. If the Buyer does not object to the proposed change within 30 days' of this notice, the Buyer will be deemed to have authorised the use of the new Sub-processors.
 - (c) The Buyer may object to the use of a new Sub-processor by formally notifying the Supplier, documenting its material and substantiated concerns that the new Sub-processor will not be able to comply with the Data Protection Legislation. The Parties will discuss and agree how to address the Buyer's objection and the Supplier may use the relevant Sub-processor to provide the Service until such objection is resolved, or if not resolved then the matter will be referred to the Dispute Resolution Procedure.
- 1.11 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 1.12 If the Buyer or any third party, including a Data Subject, complains or makes a claim because of something the Supplier does or does not do in relation to this Paragraph 1, the Supplier will not be liable for any part of the claim that is caused because:
- (a) the Buyer has not complied with the provisions of this Data Protection Paragraph; or
 - (b) the Supplier followed the Buyer's instructions.
- 1.13 In the event of any loss or corruption of Buyer Contact Data only the Buyer shall provide replacement information as required.
- 1.14 Not Used.
- 1.15 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. Where the Controller or the Processor reasonably considers that the Call Off Order needs to be amended to take account of any guidance, the relevant Party may on not less than 30 Working Days' issue a notice to the other setting out its proposed changes to Contract to ensure that

it complies with any guidance issued by the Information Commissioner's Office. The proposed changes shall follow the Variation Process.

- 1.16 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.

Annex 1: a) Authorised Processing Template

- 1.1. Where for the provision of the Service, the Supplier is required to Process Buyer Personal Data on behalf of the Buyer, the Supplier will Process that Buyer Personal Data to the extent necessary for the performance of the Call-Off Contract.
- 1.2. The Buyer will ensure that it only discloses to the Supplier the Buyer Personal Data that the Supplier requires in order to perform the Service
- 1.3. As at the Commencement Date other than operational data, including but not limited to site contact names and Buyer representative details, ("Buyer Contact Data"), no Buyer Data or Buyer Personal Data will be processed under the Call Off Contract for the Services. There will be no requirements to preserve, store or back-up Buyer data or Government Data. In the event of any loss or corruption of Buyer Contact Data only, the Buyer shall provide replacement information as required.
- 1.4. In accordance with Clause 14.1, Annex 1a) of this Joint Schedule 11 (Processing Data), lists the processing of Buyer Contact Data that the Supplier is entitled to do.

Description	Details
Subject matter of the processing	Administering the Call Off Contract and the Services provided under the Call Off Contract.
Duration of the processing	Up to six (6) Months after the expiry or termination of the Call Off Contract (including any Termination Assistance Period, where applicable).
Nature and purposes of the processing	<p>To facilitate the fulfilment of the Supplier's obligations arising under the Call Off Contract, including:</p> <p>administering, tracking and fulfilling Orders for the Services;</p> <p>implementing all or any of the Services;</p> <p>managing and protecting the security and resilience of any Supplier Equipment, the Supplier System and/or the Services;</p> <p>managing, tracking and resolving Incidents associated with the Services as set out in the Call Off Contract;</p>

NETWORK ACCESS SERVICES CALL OFF CONTRACT

	<p>administering access to online portals relating to the Services; and</p> <p>compiling, dispatching and managing the payment of invoices.</p>
Type of Personal Data	<p>Contact details (name, business email address, business address, business contact telephone number) of, and communications with, Customer staff concerned with the implementation and management of Services under the Call Off Contract.</p>
Categories of Data Subject	<p>Customer staff concerned with the implementation and management of the Services under the Call Off Contract.</p>
Plan for return or destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<p>All relevant data to be deleted six (6) Months after the expiry or termination of the Call Off Contract (including any Termination Assistance Period, where applicable) unless longer retention is required by Law or the terms of the Call-Off Contract.</p>

Annex 1: b) Framework Contract Authorised Processing

Framework Contract	RM3808
Date:	Start Date
Description Of Authorised Processing	Details
Identity of the Controller and the Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, CCS is the Controller and the Supplier is the Processor in accordance with Clause 14.1 of the Core Terms.
Subject matter of the processing	Management of the Network Services 2 Framework Contract between CCS and the Supplier
Duration of the processing	Up to ten (10) years after the expiry or termination of the Framework Contract
Nature and purposes of the processing	To facilitate the fulfilment of the Supplier's obligations arising under this Framework Contract including <ul style="list-style-type: none"> i. Ensuring effective communication between the Supplier and CCS; and ii. Maintaining full and accurate records of every Call-Off Contract arising under the Framework Contract in accordance with Core Terms Clause 15 (Record Keeping and Reporting)
Type of Personal Data	Includes: <ul style="list-style-type: none"> i. Contact details of, and communications with, CCS staff concerned with management of the Framework Contract; ii. Contact details of, and communications with, Buyer staff concerned with award and management of Call-Off Contracts

NETWORK ACCESS SERVICES CALL OFF CONTRACT

	<p>awarded under the Framework Contract;</p> <p>iii. Contact details, and communications with, Sub-contractor staff concerned with fulfilment of the Supplier's obligations arising from this Framework Contract.</p> <p>iv. Contact details, and communications with Supplier staff concerned with management of the Framework Contract.</p>
Categories of Data Subject	<p>Includes:</p> <p>i. CCS staff concerned with management of the Framework Contract;</p> <p>ii. Buyer staff concerned with award and management of Call-Off Contracts awarded under the Framework Contract;</p> <p>iii. Sub-contractor staff concerned with fulfilment of the Supplier's obligations arising from this Framework Contract;</p> <p>iv. Supplier staff concerned with fulfilment of the Supplier's obligations arising under this Framework Contract.</p>
Plan for return or destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<p>All relevant data to be deleted 7 years after the expiry or termination of this Framework Contract unless longer retention is required by Law or the terms of any Call-Off Contract arising hereunder</p>

Annex 2: Joint Controller Agreement – Not Applicable

Joint Schedule 12 (Supply Chain Visibility)

1. Definitions

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

"Contracts Finder"	the Government's publishing portal for public sector procurement opportunities;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium sized enterprises;
"Supply Chain Information Report Template"	the document at Annex 1 of this Schedule 12; and
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

2. Visibility of Sub-Contract Opportunities in the Supply Chain

2.1 Where the Relevant Authority is a central government body, and the contract value is more than £5 million per year the Supplier must:

- 2.1.1 subject to Paragraph 2.3, advertise on Contracts Finder all Sub-Contract opportunities arising from or in connection with the provision of the Deliverables above a minimum threshold of £25,000 that arise during the Contract Period;
- 2.1.2 within 90 days of awarding a Sub-Contract to a Subcontractor, update the notice on Contract Finder with details of the successful Subcontractor;
- 2.1.3 monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;
- 2.1.4 provide reports on the information at Paragraph 2.1.3 to the Relevant Authority in the format and frequency as reasonably specified by the Relevant Authority; and
- 2.1.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

- 2.2 Each advert referred to at Paragraph 2.1.1 of this Schedule 12 shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.
- 2.3 The obligation on the Supplier set out at Paragraph 2.1 shall only apply in respect of Sub-Contract opportunities arising after the Effective Date.
- 2.4 Notwithstanding Paragraph 2.1, the Buyer may by giving its prior Approval, agree that a Sub-Contract opportunity is not required to be advertised by the Supplier on Contracts Finder.

3. Visibility of Supply Chain Spend

- 3.1 In addition to any other management information requirements set out in the Contract, the Supplier agrees that where the Relevant Authority is a central government body, and the contract value is more than £5 million per year, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME management information reports (the “SME Management Information Reports”) to the Relevant Authority which incorporates the data described in the Supply Chain Information Report Template which is:
 - (a) the total contract revenue received directly on the Contract;
 - (b) the total value of sub-contracted revenues under the Contract
(including revenues for non-SMEs/non-VCSEs); and
 - (c) the total value of sub-contracted revenues to SMEs and VCSEs.
- 3.2 The SME Management Information Reports shall be provided by the Supplier in the correct format as required by the Supply Chain Information Report Template and any guidance issued by the Relevant Authority from time to time. The Supplier agrees that it shall use the Supply Chain Information Report Template to provide the information detailed at Paragraph 3.1(a) –(c) and acknowledges that the template may be changed from time to time (including the data required and/or format) by the Relevant Authority issuing a replacement version. The Relevant Authority agrees to give at least thirty (30) days’ notice in writing of any such change and shall specify the date from which it must be used.
- 3.3 The Supplier further agrees and acknowledges that it may not make any amendment to the Supply Chain Information Report Template without the prior Approval of the Buyer.

Annex 1: Supply Chain Information Report template

Redacted

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
SLA 1 – Network Access Service - Availability	Description Target Rating	Excel spreadsheet	Quarterly
SLA 7 – Network Access Service – Severity Level 1 Incident Resolution.	Description Target Rating	Excel spreadsheet	Quarterly
KPI 1 – Severity Level 2 Incident Resolution.	Description Target Rating	Excel spreadsheet	Quarterly

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;
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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;

"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;

2. Interpretation

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

3. Which parts of this Schedule apply

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

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

PART A: Staff Transfer at the Start Date – Not Applicable

PART B: Staff transfer at the Start Date – Not Applicable

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

- 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 D: Pensions – Not applicable

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.

For the avoidance of doubt, any requirement to provide information in accordance with this Schedule Part E is limited to the provision of the information only in relation to any staff who are organised to and wholly or mainly engaged in provision of the Services at Exit.

- 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 **Error! Reference source not found.** of Part D: Pensions which the Buyer may reasonably request in advance of the expiry or termination of this Contract; and
 - 1.5.16 fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract.
- 1.6 On or around each anniversary of the Effective Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide such information as the Buyer may reasonably require which shall include:
- 1.6.1 the numbers of employees engaged in providing the Services;
 - 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
 - 1.6.3 the extent to which each employee qualifies for membership of any of the Fair Deal Schemes (as defined in Part D: Pensions); and
 - 1.6.4 a description of the nature of the work undertaken by each employee by location.
- 1.7 The Supplier shall provide all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in

advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the 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 3 (Continuous Improvement)

1. BUYER'S RIGHTS

- 1.1 This Schedule shall apply only when so specified by a Buyer that has undertaken a Further Competition. The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.

2. SUPPLIER'S OBLIGATIONS

- 2.1 The Supplier shall have an on-going obligation throughout the Call-Off Contract Period to identify new or potential improvements to the provision of the Services in accordance with this Call-Off Schedule 3 with a view to reducing the Buyer's costs (including the Call-Off Contract Charges) and/or improving the quality and efficiency of the Services and their supply to the Buyer. As part of this obligation the Supplier shall identify and report to the Buyer once every twelve (12) months regarding:

- 2.1.1 the emergence of new and evolving relevant technologies which could improve the ICT Environment and/or the provision of the Services, and those technological advances potentially available to the Supplier and the Buyer which the Parties may wish to adopt;
- 2.1.2 new or potential improvements to the Services or the provision of the Services including in respect of the quality, responsiveness, procedures, benchmarking methods, ways of performing the Services and customer support services in relation to the Services;
- 2.1.3 changes in business processes and working practices that would enable the Services to be provided at lower cost and/or with greater benefits to the Buyer;
- 2.1.4 changes to the ICT Environment, business processes and working practices that would enable reductions in the total energy consumed in the provision of the Services;
- 2.1.5 improvements which the Supplier uses or is planning to use with its other customers;
- 2.1.6 proposals as to how any investment required for continuous improvement could be shared with other customers of the Supplier;
- 2.1.7 a zero usage report for the delivered Services;
measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives; and

- 2.1.8 any variation in Charges and cost / benefit analysis of the potential improvements identified subject to this Call-Off Schedule 3.
- 2.2 The Supplier shall ensure that the information that it provides to the Buyer shall be sufficient for the Buyer to decide whether any improvement should be implemented. The Supplier shall provide any further information that the Buyer requests.
- 2.3 If the Buyer wishes to incorporate any improvement identified by the Supplier, including any impact on the Charges declared by the Supplier as part of that improvement, the Buyer shall request a Variation in accordance with the Variation Procedure.
- 2.4 Notwithstanding anything to the contrary in this Call-Off Contract, the Parties may not change or improve the Services in any way which adversely affects or may adversely affect any relevant PSN Standards or HSCN obligations and processes.

Call-Off Schedule 4 (Call Off Tender)

1. BT Tender Response for DWP NAS 27Apr2020
2. Appendix 1 BT DWP WAN illustrative plan re: B2 response
3. Appendix 2 BTW DWP.SEC.038 Security Assurance Plan Issue 1.2
4. BT DWP NAS Commercial Response Document FINAL 27Apr2020
5. DWP Master Site List BT Completed 200426
6. NAS Site Churn Model Scenarios FINAL
7. NAS Site Churn Calculations 020620
8. NAS BT Clarification Table FINAL BT 010620
9. NAS Clarification Documents (x 2)

CALL-OFF SCHEDULE 5

PRICING DETAILS

PART A – PRICING DETAILS

1. PURPOSE

1.1 The purpose of Part A of this Call-Off Schedule 5 is to set out the pricing details for the Services, including details of following provisions:

- 1.1.1 Milestone Payments;
- 1.1.2 Charges for the Network Access Services;
- 1.1.3 Charges for Projects and Delivery Support Services, Fixed Price, Outcome Based and Time and Materials Charges;
- 1.1.4 Charges for Remediation and Civil Works;
- 1.1.5 Management Charge;
- 1.1.6 Service Credits;
- 1.1.7 Charges in Lieu of Delay Payments;
- 1.1.8 Changes to the Charges;
- 1.1.9 Charges beyond the Initial Period
- 1.1.10 Indexation.
- 1.1.11 Invoicing
- 1.1.12 Chargeable calls
- 1.1.13 Early Cessation Charges
- 1.1.14 Cease of Site or Service at a Site
- 1.1.15 Site Survey

2. MILESTONE PAYMENTS

2.1 There are no Milestone Payments associated with implementation of the Network Access Services.

2.2 Subject to the Variation Procedure, the Parties may specify and agree Milestone Payments for the implementation of a Project.

3. CHARGES FOR NETWORK ACCESS SERVICES (NAS)

3.1 The Charges for provision of the Network Access Services (the "**NAS Service Charges**") shall be as set out in this Paragraph 3 (Table 1) and shall apply from the Commencement Date until expiry or termination of this Contract.

3.2 The NAS Service Charges shall become due on Acceptance of each NAS Service in accordance with the Site Implementation Plan. NAS Service Charges shall be payable in arrears, based on the method of calculation for each element of the Connectivity Type or Service as set out in Table 1 below.

Table 1

NETWORK ACCESS SERVICES CALL OFF CONTRACT

Connectivity Type / Service	Method of calculating NAS Service Charges
Fibre Access Service	<ul style="list-style-type: none"> Calculated on a per Site basis, by reference to the Connectivity Type set out in Table 1 of Appendix 1. Fibre Access Service Charges will apply for each Site once that Site has been Accepted.
Broadband Access Service	<ul style="list-style-type: none"> Calculated on a per Site basis, by reference to the Connectivity Type set out in Table 2 of Appendix 1. Broadband Service Charges will apply for each Site once that Site has been Accepted.
Management of the Mobile Network Access Service	<ul style="list-style-type: none"> Calculated by reference to Table 3 of Appendix 1
Catalogue Services	<ul style="list-style-type: none"> Calculated by reference to Table 4 of Appendix 1
Modify BGP on a circuit	<ul style="list-style-type: none"> Calculated by reference to Table 5 of Appendix 1
Installation Charge for new Bearer at existing or new Sites.	<p><u>REDACTED UNDER FOI ACT SECTION 43(2)</u> per Bearer and</p> <p>Where requested provision and installation Charge for a new NAS Switch applies as per Table 2 below.</p>
Early Cessation Charges for a Site	No cessation Charges will apply for NAS Services at a Site.

Connectivity Type / Service	Method of calculating NAS Service Charges
Upgrade of Access 100Mb to 1Gb, or 1Gb to 10Gb	<ol style="list-style-type: none"> 1) Move to relevant NAS Service Charge based on Connectivity Type detailed within Appendix 1 -Table 1: Fibre Network Access Service, and 2) One off installation Charge for new Bearer applies - <u>REDACTED UNDER FOI ACT SECTION 43(2)</u>per Bearer; and 3) Where requested provision and installation Charge for a new NAS Switch applies as per Table 2 below.
Downgrade 10Gb to 1Gb, or; 1Gb to 100Mb	<ol style="list-style-type: none"> 1) Move to relevant NAS Service Charge based on Connectivity Type detailed within Appendix 1 - Table 1: Fibre Network Access Service, and 2) the Supplier will onward charge costs incurred from the access provider for downgrades, up to the maximum of the one off Installation Charge for a new bearer to a maximum <u>REDACTED UNDER FOI ACT SECTION 43(2)</u>per Bearer, and 3) Where requested provision and installation Charge of a new NAS Switch would apply as per Table 2 below if the existing switch that remains on Site cannot be reused.

Table 2 – NAS Switch provision and installation Charges

Resource Unit (RU)	Addition / Upgrade / Downgrade – Business Working Hours (07:45 to 20:00 Monday to Friday and 08:45 to 17:00 Saturday)				
	Access Type	New Non-resilient	New Resilient/Fully Resilient	Re-purpose Non-Resilient	Re-purpose Resilient/Fully Resilient
NAS <u>REDACTED</u>	100Mb	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
	1Gb	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
	10Gb New	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
	10Gb (repurposing existing router)	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
Addition / Upgrade / Downgrade – Out-of-hours (Wkday/Sat)					
	Access Type	New Non-resilient	New Resilient/Fully Resilient	Re-purpose Non-Resilient	Re-purpose Resilient/Fully Resilient
NAS <u>REDACTED</u>	100Mb	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
	1Gb	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
	10Gb New	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
	10Gb (repurposing existing router)	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
Addition / Upgrade / Downgrade – Out-of-Hours (Sun/BankHol)					
	Access Type	New Non-resilient	New Resilient/Fully Resilient	Re-purpose Non-Resilient	Re-purpose Resilient/Fully Resilient
NAS <u>REDACTED</u>	100Mb	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
	1Gb	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
	10Gb New	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
	10Gb (repurposing existing router)	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>

- 3.3 Excluding the NAS Services that are priced on request, the NAS Service Charges shall constitute full consideration for the provision of the Network Access Services and are fully inclusive of all costs and expenses incurred in the completion of activities relating to implementation, delivery, management and performance of the Network Access Services, including all costs associated with provision of the Connectivity Type.
- 3.4 The Parties have not agreed any minimum or maximum volumes for the Connectivity Types associated with the Network Access Services and accordingly the Supplier shall not be entitled to vary the Charges due to any variation in anticipated or actual volumes throughout delivery of the Network Access Services.

4. CHARGES FOR PROJECTS AND DELIVERY SUPPORT SERVICES

- 4.1 Charges for Projects and Delivery Support Services shall be payable on the basis of the charging mechanism set out in the relevant Project Work Order (for a Project) or Consultancy Services Request (for Delivery Support Services). The charging mechanism may specify that Charges are to be payable on the basis of Milestone Payments, Outcome Based Services or Time and Materials Charges, in addition to any Charges which may be payable on the basis of Connectivity Type.

4.2 MILESTONE PAYMENTS, OUTCOME BASED SERVICES AND TIME & MATERIAL CHARGES

- 4.2.1 Where Project Work Orders or Consultancy Services Requests specify Milestone Payments, Outcome Based Services or Time and Materials Charges, such Charges shall be calculated as the aggregate of SFIA Rate Card consumed in delivering the relevant Project or Delivery Support Services where:

4.2.1.1 *Man Day Resources are calculated by reference to:*

- (a) the number of Man Days utilised for each grade of Supplier Personnel within the SFIA Rate Card; and
- (b) the rate card applicable to the relevant grade of Supplier Personnel as set out within the SFIA Rate Card in Appendix 3 of this Call Off Schedule 5 (*Pricing Details*),

- (c) Man Days utilised for each grade of the Supplier Personnel within the SFIA Rate Card can split into an hourly rate when divided by eight (8) for work that is less than a full Man Day. All hours will be rounded up.

4.2.2 No finance charges, risks or contingencies or any other uplifts shall apply to the provision of Project or Consultancy Services which are exclusively provided on a Time and Materials basis.

4.2.3 The Supplier shall maintain full and accurate records of the time spent by the Supplier's Personnel in providing the Project or Consultancy Services and shall provide such records to the Buyer with each relevant invoice submitted in accordance with this Call Off Schedule 5 (Pricing Details).

5. CHARGES FOR REMEDIATION AND CIVIL WORKS

There are no separately chargeable costs for any remediation, Civil Works or Excess Construction Charges for the Sites included within the Master Site List. Charges for any remediation, Civil Works or Excess Construction Charges associated with new Sites (i.e. Sites not on the agreed Master Site List) or changes to Sites within the Master Site List where either (or both) the existing cabling duct is at capacity or an existing cabling duct is fouled, the Civil Works or Excess Construction Charges shall be completed at the Supplier's cost. This shall apply throughout the Term. For any Sites (within the Master List or new Sites) where no existing ducts are available then Civil Works or Excess Construction Charges costs will apply. Any Civil Works or Excess Construction Charges that may apply for the implementation of any new 10GB (or above) requests Sites shall be agreed in accordance with Joint Schedule 2 Variation Annex 1. For the avoidance of doubt, a new 10 GB (or above) request includes an change (upgrade) to the Master Sites List or a new Site(s).

6. MANAGEMENT CHARGES

6.1 There are no separately chargeable Management Charges associated with the Network Access Service. Management Charges are included within the Monthly Run Costs.

7. SERVICE CREDITS

- 7.1 The basis for the accrual and calculation of Service Credits is provided in Call-Off Schedule 14 (Service Levels).
- 7.2 Service Credits and Delay Payments during the NAS Contract Period may be accrued and placed into a fund (Credit Pot) which will be held by the Supplier and will be available to the Buyer for deductions against the Charges or used as a deduction against new services in accordance with Joint Schedule 2 (Variation Form) as the Buyer shall determine.
- 7.3 Any remaining balance on the current PSN connectivity Credit Pot that exists under the Outgoing PSN-C Service will be transferable on request by the Buyer onto the NAS Contract prior to the end of the Outgoing PSN-Service.

8. CHARGES IN LIEU OF DELAY PAYMENTS

- 8.1 If any Site(s) are not Achieved by its associated Transition Date by the relevant Milestone Date the NAS Services associated with that Site (or Sites) shall be charged in accordance with this Call Off Schedule 5 (Pricing Details) from the relevant Milestone Date.

Fibre Network Access Service Delay Payments

- 8.1.1 In the event that the Supplier is liable for Delay Payments, Delay Payments shall be calculated in accordance with Schedule 13 (Implementation Plan and Testing). The Outline Transition Plan in Call-Off Schedule 13 (Implementation Plan and Testing) sets out the Milestones, Milestone Dates and Deliverable Items for the Fibre Access Services. The calculation of Delay Payments shall be in accordance with Clause 6 of Call-Off Schedule 13 (Implementation Plan and Testing).

9. CHANGES TO THE CHARGES

- 9.1 The Supplier shall not be entitled to amend the NAS Service Charges, Man Day Rates or other Charges except as a result of a proposed Change which is agreed with the Buyer in accordance with the Variation Procedure.
- 10. charges beyond the initial Period
- 10.1 In the event that the Buyer exercises its option to extend the Contract beyond the Initial Period, the Parties shall discuss in good faith (and agree in accordance with the

NETWORK ACCESS SERVICES CALL OFF CONTRACT

Variation Procedure) any changes required to the Service Charges (excluding the relevant fixed elements of NAS Service Charges) in order to reflect the impact (if any) of the extension upon those Service Charges, provided that in considering such changes:

10.1.1 the Service Charges in this Call Off Schedule 5 (Pricing Details) shall be used as the starting point for discussions between the Parties together with such supporting information as the Buyer may reasonably require from the Supplier to support such consideration.

11. INDEXATION

11.1 The NAS Service Charges for the Connectivity Types, Unit Prices, Man Day Rates and other Charges set out in this Call Off Schedule 5 (Pricing Details) shall not be adjusted for indexation.

12. INVOICING

12.1 Billing shall be on the 1st day of the calendar month and invoiced in line with the following billing schedules.

2021/2022 FISCAL YEAR NAS Contract					
Month	Start	End	Billing reports run	Glossi Billing commences	All invoices and billing information received
April	01/04/2021	30/04/2021	01/04/2021	Monday 19/04/2021	Friday 30/04/2021
May	01/05/2021	31/05/2021	03/05/2021	Monday 17/05/2021	Friday 28/05/2021
June	01/06/2021	30/06/2021	01/06/2021	Thursday 17/06/2021	Wednesday 30/06/2021
July	01/07/2021	31/07/2021	01/07/2021	Monday 19/07/2021	Friday 30/07/2021
August	01/08/2021	31/08/2021	02/08/2021	Wednesday 18/08/2021	Tuesday 31/08/2021
September	01/09/2021	30/09/2021	01/09/2021	Friday 17/09/2021	Thursday 30/09/2021
October	01/10/2021	31/10/2021	01/10/2021	Monday 18/10/2021	Friday 29/10/2021
November	01/11/2021	30/11/2021	01/11/2021	Wednesday 17/11/2021	Tuesday 30/11/2021
December	01/12/2021	31/12/2021	01/12/2021	Thursday 16/12/2021	Friday 31/12/2021
January	01/01/2022	31/01/2022	04/01/2022	Tuesday 18/01/2022	Tuesday 31/01/2022
February	01/02/2022	28/02/2022	01/02/2022	Tuesday 15/02/2022	Monday 28/02/2022
March	01/03/2022	31/03/2022	01/03/2022	Friday 18/03/2022	Thursday 31/03/2022

NETWORK ACCESS SERVICES CALL OFF CONTRACT

2022/2023 FISCAL YEAR NAS Contract					
Month	Start	End	Billing reports run	Glossi Billing commences	All invoices and billing information received
April	01/04/2022	30/04/2022	01/04/2022	Monday 18/04/2022	Friday 29/04/2022
May	01/05/2022	31/05/2022	02/05/2022	Wednesday 18/05/2022	Tuesday 31/05/2022
June	01/06/2022	30/06/2022	01/06/2022	Friday 17/06/2022	Thursday 30/06/2022
July	01/07/2022	31/07/2022	01/07/2022	Monday 18/07/2022	Friday 29/07/2022
August	01/08/2022	31/08/2022	01/08/2022	Thursday 18/08/2022	Wednesday 31/08/2022
September	01/09/2022	30/09/2022	01/09/2022	Monday 19/09/2022	Friday 30/09/2022
October	01/10/2022	31/10/2022	03/10/2022	Tuesday 18/10/2022	Monday 31/10/2022
November	01/11/2022	30/11/2022	01/11/2022	Thursday 17/11/2022	Wednesday 30/11/2022
December	01/12/2022	31/12/2022	01/12/2022	Thursday 15/12/2022	Friday 30/12/2022
January	01/01/2023	31/01/2023	03/01/2023	Wednesday 18/01/2023	Tuesday 31/01/2023
February	01/02/2023	28/02/2023	01/02/2023	Wednesday 15/02/2023	Tuesday 28/02/2023
March	01/03/2023	31/03/2023	01/03/2023	Monday 20/03/2023	Friday 31/03/2023

2023/2024 FISCAL YEAR NAS Contract					
Month	Start	End	Billing reports run	Glossi Billing commences	All invoices and billing information received
April	01/04/2023	30/04/2023	03/04/2023	Monday 17/04/2023	Friday 28/04/2023
May	01/05/2023	31/05/2023	01/05/2023	Thursday 18/05/2023	Wednesday 31/05/2023
June	01/06/2023	30/06/2023	01/06/2023	Monday 19/06/2023	Friday 30/06/2023
July	01/07/2023	31/07/2023	03/07/2023	Tuesday 18/07/2023	Monday 31/07/2023
August	01/08/2023	31/08/2023	01/08/2023	Friday 18/08/2023	Thursday 31/08/2023
September	01/09/2023	30/09/2023	01/09/2023	Monday 18/09/2023	Friday 29/09/2023
October	01/10/2023	31/10/2023	02/10/2023	Wednesday 18/10/2023	Tuesday 31/10/2023
November	01/11/2023	30/11/2023	01/11/2023	Friday 17/11/2023	Thursday 30/11/2023
December	01/12/2023	31/12/2023	01/12/2023	Thursday 14/12/2023	Friday 29/12/2023
January	01/01/2024	31/01/2024	02/01/2024	Thursday 18/01/2024	Wednesday 31/01/2024

NETWORK ACCESS SERVICES CALL OFF CONTRACT

February	01/02/2024	29/02/2024	01/02/2024	Friday 16/02/2024	Thursday 29/02/2024
March	01/03/2024	31/03/2024	01/03/2024	Monday 18/03/2024	Friday 29/03/2024

2024/2025 FISCAL YEAR NAS Contract					
Month	Start	End	Billing reports run	Glossi Billing commences	All invoices and billing information received
April	01/04/2024	30/04/2024	01/04/2024	Wednesday 17/04/2024	Tuesday 30/04/2024
May	01/05/2024	31/05/2024	01/05/2024	Monday 20/05/2024	Friday 31/05/2024
June	01/06/2024	30/06/2024	03/06/2024	Monday 17/06/2024	Friday 28/06/2024
July	01/07/2024	31/07/2024	01/07/2024	Thursday 18/07/2024	Wednesday 31/07/2024
August	01/08/2024	31/08/2024	01/08/2024	Monday 19/08/2024	Friday 30/08/2024
September	01/09/2024	30/09/2024	02/09/2024	Tuesday 17/09/2024	Monday 30/09/2024
October	01/10/2024	31/10/2024	01/10/2024	Friday 18/10/2024	Thursday 31/10/2024
November	01/11/2024	30/11/2024	01/11/2024	Monday 18/11/2024	Friday 29/11/2024
December	01/12/2024	31/12/2024	02/12/2024	Monday 16/12/2024	Tuesday 31/12/2024
January	01/01/2025	31/01/2025	02/01/2025	Monday 20/01/2025	Friday 31/01/2025
February	01/02/2025	28/02/2025	03/02/2025	Monday 17/02/2025	Friday 28/02/2025
March	01/03/2025	31/03/2025	03/03/2025	Tuesday 18/03/2025	Monday 31/03/2025

2025/2026 FISCAL YEAR NAS Contract					
Month	Start	End	Billing reports run	Glossi Billing commences	All invoices and billing information received
April	01/04/2025	30/04/2025	01/04/2025	Thursday 17/04/2025	Wednesday 30/04/2025
May	01/05/2025	31/05/2025	01/05/2025	Monday 19/05/2025	Friday 30/05/2025
June	01/06/2025	30/06/2025	02/06/2025	Tuesday 17/06/2025	Monday 30/06/2025
July	01/07/2025	31/07/2025	01/07/2025	Friday 18/07/2025	Thursday 31/07/2025
August	01/08/2025	31/08/2025	01/08/2025	Monday 18/08/2025	Friday 29/08/2025
September	01/09/2025	30/09/2025	01/09/2025	Wednesday 17/09/2025	Tuesday 30/09/2025
October	01/10/2025	31/10/2025	01/10/2025	Monday 20/10/2025	Friday 31/10/2025
November	01/11/2025	30/11/2025	03/11/2025	Monday 17/11/2025	Friday 28/11/2025

NETWORK ACCESS SERVICES CALL OFF CONTRACT

December	01/12/2025	31/12/2025	01/12/2025	Tuesday 16/12/2025	Wednesday 31/12/2025
January	01/01/2026	31/01/2026	02/01/2026	Monday 19/01/2026	Friday 30/01/2026
February	01/02/2026	28/02/2026	01/02/2026	Monday 16/02/2026	Friday 27/02/2026
March	01/03/2026	31/03/2026	01/03/2026	Wednesday 18/03/2026	Tuesday 31/03/2026

12.2 During the roll out of the Network Access Service there will be pro-rata billing required as Sites will transition within a calendar month in line with the Roll Out Schedule. Therefore the below principles will be followed during the roll out period

- Example 1 - Billing cut for PSN Connectivity (PSN C) contract would be on the 26th of April. If a Site transitions on the 25th Of April the Supplier would then bill on PSN Connectivity pro rata from the 29th March – 24th April (27 days) and then in the NAS Contract from the 25th April – 30th April (6days). On the 1st May NAS billing will also include May's full month, so 1 month plus 6 days will be billed in May for that Site.
- Example 2 - Billing cut for PSN Connectivity contract would be on the 24th of May, if a Site transitions on the 24th of May the Supplier would then bill on PSN Connectivity for a full SMP (26th April – 23rd May) and then in the NAS Contract from the 24th May – 30th May (8 days pro rata) on the 1st June NAS billing will also include June's full month, so 1 month plus 8 days will be billed in June for that Site . In July the Supplier would invoice under the NAS Contract for a full month.
- Example 3 - Billing cut for PSN Connectivity would be on the 24th of May, if a Site transitions on the 27th Arpil the Supplier would then bill on PSN Connectivity for 1 day pro rata and then on the NAS Contract from the 27th April – 30th April (4 days pro rata) on on the 1st May cut which will also include May's full month so 1 month plus 4 days will be billed by the Supplier in May for that Site. In June the Supplier invoice will be for a full month.

All billing and the breakdown for the roll out period will be evidenced each month within the monthly invoices.

13. CHARGEABLE CALLS

For a period of 6 (six) SMP's from the Contract Start Date, the Supplier shall monitor and report against all incidents that fall within the category/definition of one of the chargeable incidents (Chargeable Incidents) listed in the Chargeable Rules Paper (a copy of which has been provided to the Buyer). This chargeable incident report shall be reviewed jointly by the Parties prior to the end of the 7th SMP, in conjunction with the Chargeable Rules Paper, and the Parties shall in good faith, discuss and consider the outcome of the chargeable incident report including the volume of reported Chargeable Incidents (this will exclude incidents raised due to issues with implementation of NAS Services during Transition). The Parties shall agree (and implement any change(s) necessary to their respective processes and procedures in order to rectify any root causes of the associated Chargeable Incidents and/or agree that such Chargeable Incidents shall be payable by the Buyer. Where the Parties agree that charges for Chargeable Incidents Rules Paper shall apply under this Call-Off Contract, the corresponding Chargeable Incidents Rules Paper charges set out in the Chargeable Rules Paper, as agreed by the Parties as an outcome of the review set out within this clause 13 shall be due and payable by the Buyer.

14 CANCELLATION/RESCHEDULING CHARGES

Where the implementation of a NAS Fibre Access Service is cancelled (i.e. the Buyer ceases a Site prior to Acceptance) or a Site(s) is rescheduled by either the Buyer or the Supplier, the applicable cancellation and/or rescheduling Charges set out in this Paragraph 14 and the relevant notice periods shall apply:

Re-scheduling Charges

Site Implementaton Visit Charge

- 14.1 The re-scheduling Charges shall be calculated against the Site implementation visit Charges set out in 14.1.1.1 and 14.1.2. below and the the re-schedule Charge that will apply will be subject to the period of notice provided by one Party to the other. At the end of each Milestone 2, 3, and 4, the Parties shall calculate the re-scheduling Charges owed by each Party. If the volume of Sites rescheduled by one Party are equal to those rescheduled by the other they cancel each other out and no Charges will be due. If however one Party has exceeded re-scheduling Site volumes beyond the other, the Party with the higher level of rescheduled Site volumes accrued at the end of each Milestone 2, 3 and 4 will pay to the other Party the relevant re-scheduling Charges.

Example 1: Milestone 2 has 50 Sites that have been rescheduled. If 25 were rescheduled by the Buyer and 25 were rescheduled by the Supplier then the rescheduling charges due would be £0.

Example 2: Milestone 2 has 50 Sites that have been rescheduled. If 30 were rescheduled by the Buyer and 20 were rescheduled by the Supplier then 10 x the applicable rescheduling charges set out in Table 1 below would apply to the Buyer.

14.1.1 The Supplier Site Implementation Visit charge is **REDACTED** during a Working Day. Outside a Working Day, x 1.5. Table 1 below sets out the sliding scale of Charges that will apply depending on the period of notice provided by Buyer to the Supplier;

14.1.2 In the event that the Supplier wishes to re-schedule a Site(s), the Buyer Site Implementation Charge shall be;

REDACTED (<1 day notice) or

REDACTED (<10 days and >1 days notice)

Table 1 Cancellation/Re-scheduling notice received by the Supplier

Cancellation/Re-scheduling notice received by the Supplier	Charge payable is based on the percentage (%) of Supplier Site Implementation Visit Charge
10 Working Days notice or more of cancellation/re-schedule /re-schedule	Redacted
7 to 9 Working Days' of cancellation/re-schedule	Redacted
4 to 6 Working Days' of cancellation/re-schedule	Redacted
2 to 3 Working Days' of cancellation/re-schedule	Redacted
< 1 Working Days' of cancellation/re-schedule	Redacted

For the purpose of this Paragraph 14, Working Day(s') shall be 9.00 a.m. to 5.00 p.m. Monday to Friday (excluding Bank Holidays)

14.2 Openreach Reschedule and Cancellation Charges and notice periods

In respect of the Suppliers Openreach Rescheduling and Cancellation Charges, there are no specific charges for re-scheduling the Confirmed Delivery Date (CDD), however if the Buyer requests a cancellation of a Service (or an amendment to the CDD and then subsequently cancels the Service for a Site (or Sites)), the cancellation charges detailed in 14.2.1 below will

apply in addition to the Site implementation visit charges in 14.1. The Suppliers Openreach Cancellation Charge will be calculated from the date (or Next Working Day if received out of Working Hours) that the Buyer notifies the Supplier of the Site(s) cancellation.

14.2.1 Cancellation of a Service

Supplier Openreach Cancellation Charges are calculated as a percentage (%) of the Connect Connection Charges set out in (Table 1 below) and the Supplier Openreach Cancellation Charge payable by the Buyer shall be determined by the period of and notice period provided by the Buyer to the Supplier (see Table 2 below for relevant notice period and percentage of the connection charge payable)

Table 1 Openreach Connection Charges

Service	Non Resilient	Resilient	Fully Resilient
100 Mbit/s	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
1000 Mbit/s	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
10000 Mbit/s	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>

Table 2 Cancellation Charges

Number of Working Days before CDD	% of Openreach Connection Charge (Table 1)
10 or less	Redacted
11 – 20	Redacted
21 – 32	Redacted

14.3 In addition to the above Supplier Openreach Cancellation Charges:

- a. The Supplier will raise an additional one-off charge of **REDACTED** per Site to cover any costs incurred to Decommission a Site.
- b. The full cost of all additional work undertaken as part of any Site implementation work, (e.g. ducting work) which is separately identified on the Customer Requirements Form (CRF) and which has been specifically incurred as a result of that order will be fully recovered, applying to all Sites.

15. EARLY CESSATION CHARGE

15.1 Early Cessation Charges shall not apply to any individual Service at a Site. Where the Buyer chooses to terminate the Contract early for convenience then Early Cessation charges shall apply as follows:

- the Supplier will recover breakage costs (being redundancy costs and contract breakage costs), unrecovered payments (being unrecovered costs and unrecovered profit) and loss of profit for any unexpired period of the 90 days written notice required.

16 CEASE OF A SITE OR SERVICE AT A SITE

The Buyer will provide the Supplier with 30 days written notice of its requirement to cease a Service at a Site.

17 SITE SURVEY

The NAS Service implementation and roll out as outlined in Call Off Schedule 13 (Implementation Plan and Testing) will in most cases require a Site survey however this is dependent on the BT Work Stream the Site falls within. The following describes what Site survey will be completed by BT Work Stream:

- **New Bearers for BT Work Stream 3 and 6** – The Supplier will complete a Site survey. The output of that Site survey may have a couple of outcomes. Work will be required by the Supplier up to the physical Ethernet interface on the Buyer's side of the network terminating equipment provided by the Supplier, which may attract Excess Construction Charge (ECC's). The Supplier will complete this work and absorb the ECC's for Sites agreed within the Master Site List at Contract Start The Buyer will need to ensure that the Site is ready which may include provision of rack space, power, obtaining relevant consents, licences, permissions and authorisations the Supplier needs to do the install. However where Wayleaves may be required the Supplier will deal directly with landlord and estates and the Supplier may request the Buyer to support those discussions.
- **SD WAN sites for BT Work Stream 1, 2 and 3** – The Supplier will complete a Site survey. The outcome of this Site survey will require the Buyer to resolve any rack space, cabling, power, building Wayleaves or landlord's permission issues.
- **NAS Switches for all BT Work Streams** – There is no specific Site survey for the install of the NAS Switch. It is the Buyer's responsibility to ensure there is available

rack space and power to support the equipment install. The NAS Switch whether that be 1GB or 10gb will require a cable to plug into the Buyer's SD WAN router. The Supplier will be providing this cable as part of the delivery therefore will be at no extra charge to the Buyer.

- **CDR change for BT Work Stream 2 and 5** – There will be no Site survey completed by the Supplier due to it being completed remotely.

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The dates for delivery outlined in the Roll Out Schedule are subject to Site survey and any delivery timelines assume the timely Buyer consent for relevant Site survey activities and approvals. The Supplier will provide a confirmed date for the provision of the Service following a Site survey.

Any Site survey and costs that may be required to support any Projects during the NAS Contract will be outlined in the response provided by the Supplier in line with Call Off Schedule 2 (Variation) Annex 1 (Operational change).

18 VOLUMES OF NAS SERVICES

Appendix 3 of this Call Off Schedule 5 (Pricing Details) illustrates the volume of Fibre Access Services that will be in place once the Roll Out Schedule has been fully implemented based on the Master Site List.

The Broadband Access Service volume is outlined in Appendix 3 of this Call Off Schedule 5 (Pricing Details) and will be place from Contract Start Date.

19 BILLING REPORTS

The Supplier will provide the billing reports outlined in the below table to the Buyer. The timeline for each billing report is also outlined.

Billing Report	Delivery time
Outstanding Charges	Within 5 Working Days of the end of each SMP
Invoice Status	Within 5 Working Days of the end of each SMP
Service Credit	Within 5 Working Days of the end of each SMP
Sites and Services	At the end of each billing window
Variance	At the end of each billing window
Contingent Liabilities	Quarterly
Electronic Invoicing	At the end of each billing window

20 RURAL SITES

Where the Buyer benefits from the UK Government's rural funding to facilitate the installation of fibre connectivity to a rural Site, then this funding shall be onwardly paid to the Supplier in full. Any request for Sites subject to rural funding shall be subject to the Variation Procedure. The Parties agree that where Sites are agreed subject to the Variation Procedure for rural funding the following principles will be adopted:

- 20.1 Any Excess Construction Charges or other charges incurred by the Supplier in providing fibre connectivity to the Site will be paid in full by the Buyer.
- 20.2 Any Sites that require either 100mb non-resilient, 100mb resilient or 100mb fully resilient will be charged in accordance with the Fibre Network Access Charges in Appendix 1- Table 1 of this Call Off Schedule 5 (Pricing Details.)
- 20.3 Any request by the Buyer for implementation and recurring Services for 1GB or 10GB at a rural location shall be subject to the Variation Procedure.

Appendix 1

Service Charges based on Connectivity Type

Table 1: Fibre Network Access Service

NETWORK ACCESS SERVICES CALL OFF CONTRACT

Resource Unit (RU)	Connectivity Type	Monthly Run Cost including amortised Fibre Provisioning One-Off Cost (£)
NAS <u>REDACTED</u>	100MB Non-Resilient	<u>REDACTED</u>
NAS <u>REDACTED</u>	100MB Resilient	<u>REDACTED</u>
NAS <u>REDACTED</u>	100MB Fully Resilient	<u>REDACTED</u>
NAS <u>REDACTED</u>	1GB Non-Resilient	<u>REDACTED</u>
NAS <u>REDACTED</u>	1GB Resilient	<u>REDACTED</u>
NAS <u>REDACTED</u>	1GB Fully Resilient	<u>REDACTED</u>
NAS <u>REDACTED</u>	10GB Non-Resilient	<u>REDACTED</u>
NAS <u>REDACTED</u>	10GB Resilient	<u>REDACTED</u>
NAS <u>REDACTED</u>	10GB Fully Resilient	<u>REDACTED</u>
NAS <u>REDACTED</u>	100MB Non-Resilient Excluding NAS Switch Cost	<u>REDACTED</u>
NAS <u>REDACTED</u>	100MB Resilient Excluding NAS Switch Cost	<u>REDACTED</u>
NAS <u>REDACTED</u>	100MB Fully Resilient Excluding NAS Switch Cost	<u>REDACTED</u>
NAS <u>REDACTED</u>	1GB Non-Resilient Excluding NAS Switch Cost	<u>REDACTED</u>

NETWORK ACCESS SERVICES CALL OFF CONTRACT

NAS <u>REDACTED</u>	1GB Resilient Excluding NAS Switch Cost	<u>REDACTED</u>
NAS <u>REDACTED</u>	1GB Fully Resilient Excluding NAS Switch Cost	<u>REDACTED</u>
NAS <u>REDACTED</u>	10GB Non-Resilient Excluding NAS Switch Cost	<u>REDACTED</u>
NAS <u>REDACTED</u>	10GB Resilient Excluding NAS Switch Cost	<u>REDACTED</u>
NAS <u>REDACTED</u>	10GB Fully Resilient Excluding NAS Switch Cost	<u>REDACTED</u>

1. If the Buyer wishes to increase egress bandwidth above 10GB at the internet peering location where the 10GB internet gateway is already in place to support the NAS Switch, this would be charged as follows per additional 10GB. Installation Charges are REDACTED with a monthly Charge of REDACTED. If provisioned a new RU would be created via the Variation Procedure outlined in Joint Schedule 2 (Variation).
2. The 10Gb Charges set out in Table 1 above are valid for the 10Gb Fibre Access Services at all of the 10Gb Sites set out in the Master Site List. Pricing of any new 10Gb Fibre Access Services for new Sites or changes to the Master Site List will be priced on request.

Table 2: Broadband Access Service Charges

Resource Unit (RU)	Broadband Access Service	Monthly Charge (£) Per Site
N/A	Best available speed managed basis (for a minimum of 400-500 Sites as a single project)	<u>REDACTED</u>
NAS <u>REDACTED</u>	Standard Enterprise Broadband unmanaged basis (with the option that the Supplier shall ensure the Broadband Access Service supports static IP addresses)	<u>REDACTED</u>
NAS <u>REDACTED</u>	Standard Enterprise Broadband unmanaged basis (without the option that the Supplier shall ensure the Broadband Access Service supports static IP addresses)	<u>REDACTED</u>

1. Monthly Charge (£) Per Site includes router and router maintenance for managed Broadband only.
2. Monthly Charge (£) Per Site assumes that title for routers passes to the Buyer for managed and unmanaged.

Table 3: Management of a Mobile Access Service

Service	Monthly charge (£)
Mobile data access - per SIM card	<u>REDACTED</u>
Management of a 3 rd party solution *	<u>REDACTED</u>

*Introduction of such 3rd party solution to be agreed via the Joint Schedule 2 (Variation Form).

Table 4 – Catalogue Services

Resource Unit (RU)	Product	Price
NAS <u>REDACTED</u>	Network Access Service Bearer Capacity Non-Resilient 100mbps (excludes provision and install of NAS Switch)	<u>REDACTED</u>
NAS <u>REDACTED</u>	Network Access Service Bearer Capacity 100mbps Resilient/Fully Resilient (excludes provision and install of NAS Switch)	<u>REDACTED</u>
NAS <u>REDACTED</u>	Network Access Service Bearer Capacity 1GB Non-Resilient (excludes provision and install of NAS Switch)	<u>REDACTED</u>
NAS <u>REDACTED</u>	Network Access Service Bearer Capacity 1GB Resilient/Fully Resilient (excludes provision and install of NAS Switch)	<u>REDACTED</u>
NAS <u>REDACTED</u>	Network Access Service Bearer Capacity 10GB Non-Resilient (excludes provision and install of NAS Switch)	<u>REDACTED</u>
NAS <u>REDACTED</u>	Network Access Service Bearer Capacity 10GB Resilient/Fully Resilient (excludes provision and install of NAS Switch)	<u>REDACTED</u>
NAS <u>REDACTED</u>	Add or remove VPN from a WAN Access from a Site	<u>REDACTED</u>
NAS <u>REDACTED</u>	Modify Access (EF, AF) within bearer capacity	<u>REDACTED</u>
NAS <u>REDACTED</u>	Recovery to store (1 NAS switch)	<u>REDACTED</u>
NAS <u>REDACTED</u>	Recovery to store (2 NAS Switches at same location)	<u>REDACTED</u>
NAS <u>REDACTED</u>	Storage per Device Per Month	<u>REDACTED</u>

NETWORK ACCESS SERVICES CALL OFF CONTRACT

NAS <u>REDACTED</u>	Change bandwidth allocated to a VPN (out of hours)	<u>REDACTED</u>
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Catalogue Services will be reviewed on an annual basis by the Supplier and prices are subject to change. All changes will be outlined in detail within a Variation document in line with Joint Schedule 2 (Variation) prior to inclusion.

Table 5 – Modify Border Gateway Protocol on a circuit

In the event that the Border Gateway Protocol (“BGP”) prefix list exceeds the standard offering of 50 BGP peers then the additional charges in the table below will be applied. This will occur where there is a specific need to increase the number of other routers (other BGP Peers) that the router in question is required to peer with over that standard value.

Per VPN Connection (BGP peering per circuit) Banding Costs	Fixed Configuration Charge	Annual Recurring Rental Charge
50	<u>REDACTED</u>	<u>REDACTED</u>
51 to 100	<u>REDACTED</u>	<u>REDACTED</u>
101 to 200	<u>REDACTED</u>	<u>REDACTED</u>
201 to 500	<u>REDACTED</u>	<u>REDACTED</u>
>500	<u>REDACTED</u>	<u>REDACTED</u>

BGP modifications on a circuit will be reviewed on an annual basis by the Supplier and charges are subject to change. All changes will be outlined in detail within a Variation document in line with Joint Schedule 2 (Variation) prior to inclusion.

Appendix 2

MAN DAYS

Skills for the Information Age (SFIA) Definitions and Rate Card	Strategy & Architecture	Business Change	Solution Development & Implementation	Service Management	Procurement & Management Support	Client Interface
Follow			Redacted			
Assist						
Apply						
Enable						
Ensure / Advise						
Initiate / Influence						
Set Strategy / Inspire						

Standards for SFIA Rate Card

Working Day	8 hours exclusive of travel & lunch
Working week	Monday to Friday excluding National Holidays
DWP (Buyer) Office Hours	07:45 to 20:00 Monday to Friday & 08:45 to 17:00 Saturday
Travel and Subsistence	Included within day rate
Mileage	Included within day rate
Professional Indemnity Insurance	Included within day rate

NETWORK ACCESS SERVICES CALL OFF CONTRACT

Premium applied to rates for standard hours	Outside of DWP Office Hours - SFIA Rate Card charged at 1.5 x.
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Role codes for the SFIA rate card

DWP Role Code	DWP Role Description Redacted	Day	Outside of DWP Office Hours
SA1	Strategy & Architecture - Apply	Redacted	
SA2	Strategy & Architecture - Enable		
SA3	Strategy & Architecture - Ensure/Advise		
SA4	Strategy & Architecture - Initiate/Influence		
BC1	Business Change - Assist		
BC2	Business Change - Apply		
BC3	Business Change - Enable		
BC4	Business Change - Ensure/Advise		
BC5	Business Change - Initiate/Influence		
BC6	Business Change - Set Strategy/Inspire		
SDI1	Solution Development & Implementation - Follow		
SDI2	Solution Development & Implementation - Assist		
SDI3	Solution Development & Implementation - Apply		
SDI4	Solution Development & Implementation - Enable		
SDI5	Solution Development & Implementation - Ensure/Advise		
SDI6	Solution Development & Implementation - Initiate/Influence		
SDI7	Solution Development & Implementation - Set Strategy/Inspire		
SM1	Service Management - Assist		
SM2	Service Management - Apply		
SM3	Service Management - Enable		
SM4	Service Management - Ensure/Advise		
SM5	Service Management - Initiate/Influence		
SM6	Service Management - Set Strategy/Inspire		
PMS1	Procurement & Management Support - Enable		
PMS2	Procurement & Management Support - Ensure/Advise		
PMS3	Procurement & Management Support - Initiate/Influence		
PMS4	Procurement & Management Support - Set Strategy/Inspire		
CI1	Client Interface - Apply		
CI2	Client Interface - Enable		
CI3	Client Interface - Ensure/Advise		
CI4	Client Interface - Initiate/Influence		

NETWORK ACCESS SERVICES CALL OFF CONTRACT

The table below provides a summary description of the minimum skills, experience and qualifications that Supplier Personnel are expected to have within each grade type for the purpose of calculating the applicable Manday Rate.

NETWORK ACCESS SERVICES CALL OFF CONTRACT

SFIA	Autonomy	Influence	Complexity	Business Skills
Follow	Works under close supervision. Uses little discretion. Is expected to seek guidance in expected situations.	Interacts with immediate colleagues.	Performs routine activities in a structured environment. Requires assistance in resolving unexpected problems.	Uses basic information systems and technology functions, applications, and processes. Demonstrates an organised approach to work. Learns new skills and applies newly acquired knowledge. Has basic oral and written communication skills. Contributes to identifying own development opportunities.
Assist	Works under routine supervision. Uses minor discretion in resolving problems or enquiries. Works without frequent reference to others.	Interacts with and may influence immediate colleagues. May have some external contact with customers and suppliers. May have more influence in own domain.	Performs a range of varied work activities in a variety of structured environments.	Understands and uses appropriate methods, tools and applications. Demonstrates a rational and organised approach to work. Is aware of health and safety issues. Identifies and negotiates own development opportunities. Has sufficient communication skills for effective dialogue with colleagues. Is able to work in a team. Is able to plan, schedule and monitor own work within short time horizons. Absorbs technical information when it is presented systematically and applies it effectively.

NETWORK ACCESS SERVICES CALL OFF CONTRACT

Apply	<p>Works under general supervision. Uses discretion in identifying and resolving complex problems and assignments. Usually receives specific instructions and has work reviewed at frequent milestones. Determines when issues should be escalated to a higher level.</p>	<p>Interacts with and influences department/project team members. May have working level contact with customers and suppliers. In predictable and structured areas may supervise others. Makes decisions which may impact on the work assigned to individuals or phases of projects.</p>	<p>Performs a broad range of work, sometimes complex and non-routine, in a variety of environments.</p>	<p>Understands and uses appropriate methods, tools and applications. Demonstrates an analytical and systematic approach to problem solving. Takes the initiative in identifying and negotiating appropriate development opportunities. Demonstrates effective communication skills. Contributes fully to the work of teams. Plans, schedules and monitors own work (and that of others where applicable) competently within limited deadlines and according to relevant legislation and procedures. Absorbs and applies technical information. Works to required standards. Understands and uses appropriate methods, tools and applications. Appreciates the wider field of information systems, and how own role relates to other roles and to the business of the employer or client.</p>
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NETWORK ACCESS SERVICES CALL OFF CONTRACT

<p>Enable</p>	<p>Works under general direction within a clear framework of accountability Exercises substantial personal responsibility and autonomy. Plans own work to meet given objectives</p> <p>and processes.</p>	<p>Influences team and specialist peers internally. Influences customers at account level and suppliers. Has some responsibility for the work of others and for the allocation of resources. Participates in external activities related to own specialism. Makes decisions which influence the success of projects and team</p> <p>objectives.</p>	<p>Performs a broad range of complex technical or professional work activities, in a</p> <p>variety of contexts.</p>	<p>Selects appropriately from applicable standards, methods, tools and applications. Demonstrates an analytical and systematic approach to problem solving. Communicates fluently orally and in writing, and can present complex technical information to both technical and non-technical audiences. Facilitates collaboration between stakeholders who share common objectives. Plans, schedules and monitors work to meet time and quality targets and in accordance with relevant legislation and procedures. Rapidly absorbs new technical information and applies it effectively. Has a good appreciation of the wider field of information systems, their use in relevant employment areas and how they relate to the business activities of the employer or client. Maintains an awareness of developing technologies and their application and takes some</p> <p>responsibility for personal development.</p>
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NETWORK ACCESS SERVICES CALL OFF CONTRACT

<p>Ensure / Advise</p>	<p>Works under broad direction. Is fully accountable for own technical work and/or project/supervisory responsibilities. Receives assignments in the form of objectives. Establishes own milestones and team objectives, and delegates responsibilities.</p> <p>Work is often self-initiated.</p>	<p>Influences organisation, customers, suppliers and peers within industry on the contribution of own specialism. Has significant responsibility for the work of others and for the allocation of resources. Makes decisions which impact on the success of assigned projects i.e. results, deadlines and budget. Develops business relationships with customers.</p>	<p>Performs a challenging range and variety of complex technical or professional work activities. Undertakes work which requires the application of fundamental principles in a wide and often unpredictable range of contexts. Understands the relationship between own specialism and wider customer/organisational requirements.</p>	<p>Advises on the available standards, methods, tools and applications relevant to own specialism and can make correct choices from alternatives. Analyses, diagnoses, designs, plans, execute and evaluates work to time, cost and quality targets. Communicates effectively, formally and informally, with colleagues, subordinates and customers. Demonstrates leadership. Facilitates collaboration between stakeholders who have diverse objectives. Understands the relevance of own area of responsibility/specialism to the employing organisation. Takes customer requirements into account when making proposals. Takes initiative to keep skills up to date. Mentors more junior colleagues. Maintains an awareness of developments in the industry. Analyses requirements and advises on scope and options for operational improvement. Demonstrates creativity and innovation in applying solutions for the benefit of the customer.</p>
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NETWORK ACCESS SERVICES CALL OFF CONTRACT

Initiate / Influence	<p>Has defined authority and responsibility for a significant area of work, including technical, financial and quality aspects. Establishes organisational objectives and delegates responsibilities. Is accountable for actions and decisions taken by self and subordinates.</p>	<p>Influences policy formation on the contribution of own specialism to business objectives. Influences a significant part of own organisation and influences customers/ suppliers and industry at senior management level. Makes decisions which impact the work of employing organisations, achievement of organisational objectives and financial performance. Develops high-level relationships with customers, suppliers and industry leaders.</p>	<p>Performs highly complex work activities covering technical, financial and quality aspects. Contributes to the formulation of IT strategy. Creatively applies a wide range of technical and/ or management principles.</p>	<p>Absorbs complex technical information and communicates effectively at all levels to both technical and non-technical audiences. Assesses and evaluates risk. Understands the implications of new technologies. Demonstrates clear leadership and the ability to influence and persuade. Has a broad understanding of all aspects of IT and deep understanding of own specialism(s). Understands and communicates the role and impact of IT in the employing organisation and promotes compliance with relevant legislation. Takes the initiative to keep both own and subordinates' skills up to date and to maintain an awareness of developments in the IT industry.</p>
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NETWORK ACCESS SERVICES CALL OFF CONTRACT

<p>Set Strategy / Inspire</p>	<p>Has authority and responsibility for all aspects of a significant area of work, including policy formation and application. Is fully accountable for actions taken and decisions made, both by self and subordinates</p>	<p>Makes decisions critical to organisational success. Influences developments within the IT industry at the highest levels. Advances the knowledge and/or exploitation of IT within one or more organisations. Develops long-term strategic relationships with customers and industry leaders.</p>	<p>Leads on the formulation and application of strategy. Applies the highest level of management and leadership skills. Has a deep understanding of the IT industry and the implications of emerging technologies for the wider business environment.</p>	<p>Understands, explains and presents complex technical ideas to both technical and nontechnical audiences at all levels up to the highest in a persuasive and convincing manner. Has a broad and deep IT knowledge coupled with equivalent knowledge of the activities of those businesses and other organisations that use and exploit IT. Communicates the potential impact of emerging technologies on organisations and individuals and analyses the risks of using or not using such technologies. Assesses the impact of legislation, and actively promotes compliance. Takes the initiative to keep both own and subordinates' skills up to date and to maintain an awareness of developments in IT in own area(s) of expertise.</p>
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Appendix 3 NAS Volumes

Fibre Access Service

Resource Unit (RU)	Connectivity Type	Volume
NAS0300	100MB Non-Resilient	Redacted
NAS0301	100MB Resilient	Redacted
NAS0302	100MB Fully Resilient	Redacted
NAS0303	1GB Non-Resilient	Redacted
NAS0304	1GB Resilient	Redacted
NAS0305	1GB Fully Resilient	Redacted
NAS0306	10GB Non-Resilient	Redacted
NAS0307	10GB Resilient	Redacted
NAS0308	10GB Fully Resilient	Redacted

Broadband Access Service

Resource Unit (RU)	Connectivity Type	Volume
NAS0318	Standard Enterprise Broadband unmanaged basis (with the option that the Supplier shall ensure the Broadband Access Service supports static IP addresses)	Redacted

Call-Off Schedule 6 (ICT Services)

1. Definitions

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

"Buyer Property"	the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Contract;
"Buyer Software"	any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables;
"Buyer System"	the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables;
"Commercial off the shelf Software" or "COTS Software"	non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms;
"Core Network"	the provision of any shared central core network capability forming part of the overall Services delivered to the Buyer, which is not specific or exclusive to a specific Call-Off Contract, and excludes any configuration information specifically associated with a specific Call-Off Contract (which for the avoidance of doubt includes the supplier strategic implementation system ("SIS"));
"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

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

"Emergency Maintenance"

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

"ICT Environment"

the Buyer System and the Supplier System;

"Licensed Software"

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

"Maintenance Schedule"

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

"Malicious Software"

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

"New Release"

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

	Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;
"Open Source Software"	computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;
"Operating Environment"	means the Buyer System and any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: <ul style="list-style-type: none"> a) the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or c) where any part of the Supplier System is situated;
"Permitted Maintenance"	has the meaning given to it in paragraph 8.2 of this Schedule;
"Quality Plans"	has the meaning given to it in paragraph 6.1 of this Schedule;
"Sites"	has the meaning given to it in Joint Schedule 1(Definitions), and for the purposes of this Call Off Schedule shall also include any premises from, to or at which physical interface with the Buyer System takes place;
"Software"	Specially Written Software COTS Software and non-COTS Supplier and third party software;
"Software Supporting Materials"	has the meaning given to it in paragraph 9.1 of this Schedule;
"Source Code"	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction,

	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 7 (Key Supplier Staff)

- 1.1 The Annex 1 to this Schedule lists the key roles ("**Key Roles**") and names of the persons who the Supplier shall appoint to fill those Key Roles ("**Key Staff**") at the Start Date.
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
 - 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
 - 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave or moves roles for career progression; or
 - 1.4.3 the person's employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
 - 1.5 The Supplier shall:
 - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least 30 Working Days notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
 - 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.
 - 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

Annex 1- Key Roles

Key Role	Key Staff	Contact Details
Account Director	<u>REDACTED UNDER FOI ACT SECTION 40(2)</u>	<u>REDACTED UNDER FOI ACT SECTION 40(2)</u>
Head of Contract Management – Central Government	<u>REDACTED UNDER FOI ACT SECTION 40(2)</u>	<u>REDACTED UNDER FOI ACT SECTION 40(2)</u>
Contract Specialist	<u>REDACTED UNDER FOI ACT SECTION 40(2)</u>	<u>REDACTED UNDER FOI ACT SECTION 40(2)</u>
Client Services Manager – Central Government and Defence	<u>REDACTED UNDER FOI ACT SECTION 40(2)</u>	<u>REDACTED UNDER FOI ACT SECTION 40(2)</u>
Principal Commercial Manager	<u>REDACTED UNDER FOI ACT SECTION 40(2)</u>	<u>REDACTED UNDER FOI ACT SECTION 40(2)</u>
Chief Technical Officer (CTO)	<u>REDACTED UNDER FOI ACT SECTION 40(2)</u>	<u>REDACTED UNDER FOI ACT SECTION 40(2)</u>
Finance Manager	<u>REDACTED UNDER FOI ACT SECTION 40(2)</u>	<u>REDACTED UNDER FOI ACT SECTION 40(2)</u>

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

PART A: Supplier BCDR Plan

3. BCDR Plan

- 3.1 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.
- 3.2 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.
- 3.3 The Supplier's BCDR Plan shall as a minimum detail the processes and arrangements that the Supplier shall follow to:
 - 3.3.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
 - 3.3.2 the recovery of the Deliverables in the event of a Disaster.
- 3.4 The Buyer shall, during the Contract Period, run a process to validate the network's ability to move network traffic to a back-up system to maintain delivery of the service ("Failover Test(s)").
- 3.5 The Buyer anticipates to run such Failover Tests on the basis of up to 10 Sites per quarter. These Failover Tests are expected to take place outside of the Buyer's Business Hours. The Buyer will provide 30 days' notice to the Supplier of such a Failover Tests.
- 3.6 It is anticipated that each of the Buyer's nominated Sites will differ for each quarter's Failover Tests.
- 3.7 The Supplier shall endeavour to advise the Buyer of any planned maintenance activity with 5 days' notice so as to avoid any conflict with the Buyers planned Failover Tests. The Supplier shall take note of the confirmed Buyer's Sites for such Failover Tests as per Paragraph 1.5. The exception to this is Emergency Maintenance Activity.
- 3.8 The Buyer, if required, may contact the on call Supplier duty manager, and reasonable support will be provided and an incident will be raised as a result of an unsuccessful failover test due to the Network Access Service provided by the Supplier.
- 3.9 Where necessary as indicated by the Buyer, the Supplier shall engage and collaborate with other of the Buyer's suppliers and third parties to support the Failover Test.
- 3.10 The Supplier shall undertake any reasonable actions required as a result of the Buyer's recommendations from a respective Failover Test.

PART A: ANNEX 1 Supplier BCDR Plan

PART B: NOT USED

PART B: ANNEX 1 Bespoke BCDR Plan – Not used

Call-Off Schedule 9 (Security)

Part A: Not Used

PART B: Long Form Security Requirements

4. Definitions

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

"Breach of Security"	<p>means the occurrence of:</p> <ul style="list-style-type: none"> a) any unauthorised access to or use of the Goods and/or 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,
"ISMS"	<p>in either case as more particularly set out in the security requirements in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 3.4.3 d;</p> <p>the information security management system and process developed by the Supplier in accordance with Paragraph 6 (ISMS) as updated from time to time in accordance with this Schedule; and</p>
"Security Tests"	<p>tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security.</p>

5. Security Requirements

- 5.1 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.
- 5.2 The Parties acknowledge that the purpose of the ISMS and Security Management Plan are to ensure a good organisational approach to security under which the specific requirements of this Contract will be met.
- 5.3 The Parties shall each appoint a security representative to be responsible for Security. The initial security representatives of the Parties are:
- 5.3.1 For the Buyer: Network Security Lead

5.3.2 For the Supplier: Contract Security Lead

- 5.4 The Buyer shall clearly articulate its high level security requirements so that the Supplier can ensure that the ISMS, security related activities and any mitigations are driven by these fundamental needs.
- 5.5 Both Parties shall provide a reasonable level of access to any members of their staff for the purposes of designing, implementing and managing security.
- 5.6 The Supplier shall use as a minimum Good Industry Practice in the day to day operation of any system holding, transferring or processing Government Data and any system that could directly or indirectly have an impact on that information, and shall ensure that Government Data remains under the effective control of the Supplier at all times.
- 5.7 The Supplier shall ensure the up-to-date maintenance of a security policy relating to the operation of its own organisation and systems and on request shall supply this document as soon as practicable to the Buyer.
- 5.8 The Buyer and the Supplier acknowledge that information security risks are shared between the Parties and that a compromise of either the Supplier or the Buyer's security provisions represents an unacceptable risk to the Buyer requiring immediate communication and co-operation between the Parties.

6. Information Security Management System (ISMS)

- 6.1 The Supplier shall develop and submit to the Buyer, within twenty (20) Working Days after the Start Date, an information security management system for the purposes of this Contract and shall comply with the requirements of Paragraphs 6.4 to 6.6.
- 6.2 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 the security provided by the ISMS and that the Supplier shall be responsible for the effective performance of the ISMS.
- 6.3 The Buyer acknowledges that;
 - 6.3.1 If the Buyer has not stipulated during a Further Competition that it requires a bespoke ISMS, the ISMS provided by the Supplier may be an extant ISMS covering the Services and their implementation across the Supplier's estate; and
 - 6.3.2 Where the Buyer has stipulated that it requires a bespoke ISMS then the Supplier shall be required to present the ISMS for the Buyer's Approval.
- 6.4 The ISMS shall:
 - 6.4.1 if the Buyer has stipulated that it requires a bespoke ISMS, 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, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) 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;

- 6.4.2 meet the relevant standards in ISO/IEC 27001 and ISO/IEC27002 in accordance with Paragraph **Error! Reference source not found.**;
- 6.4.3 at all times provide a level of security which:
 - (a) is in accordance with the Law and this Contract;
 - (b) complies with the Baseline Security Requirements;
 - (c) as a minimum demonstrates Good Industry Practice;
 - (d) where specified by a Buyer that has undertaken a Further Competition - complies with the Security Policy and the ICT Policy;
 - (e) complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4) (<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>);
 - (f) takes account of guidance issued by the Centre for Protection of National Infrastructure (<https://www.cpni.gov.uk/>);
 - (g) complies with HMG Information Assurance Maturity Model and Assurance Framework (<https://www.ncsc.gov.uk/articles/hmg-ia-maturity-model-iamm>);
 - (h) meets any specific security threats of immediate relevance to the ISMS, the Deliverables and/or Government Data;
 - (i) addresses issues of incompatibility with the Supplier's own organisational security policies; and
 - (j) complies with ISO/IEC27001 and ISO/IEC27002 in accordance with Paragraph **Error! Reference source not found.**;
- 6.4.4 document the security incident management processes and incident response plans;
- 6.4.5 document the vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Deliverables of any new threat, vulnerability or exploitation technique of which the Supplier becomes aware, prioritisation of security patches, testing of security patches, application of security patches, a process for Buyer approvals of exceptions, and the reporting and audit mechanism detailing the efficacy of the patching policy; and
- 6.4.6 be certified by (or by a person with the direct delegated authority of) a Supplier's main board representative, being the "Chief Security Officer", "Chief Information Officer", "Chief Technical Officer" or "Chief Financial Officer" (or equivalent as agreed in writing by the Buyer in advance of issue of the relevant Security Management Plan).

- 6.5 Subject to Paragraph 2 the references to Standards, guidance and policies contained or set out in Paragraph 6.4 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.
- 6.6 In the event that the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in Paragraph 6.4, the Supplier shall immediately notify the Buyer Representative of such inconsistency and the Buyer Representative shall, as soon as practicable, notify the Supplier as to which provision the Supplier shall comply with.
- 6.7 If the bespoke ISMS submitted to the Buyer pursuant to Paragraph 3.3.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the ISMS is not Approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall 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 the first submission of the ISMS to the Buyer. If the Buyer does not Approve the ISMS following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph 6 may be unreasonably withheld or delayed. However any failure to approve the ISMS on the grounds that it does not comply with any of the requirements set out in Paragraphs 6.4 to 6.6 shall be deemed to be reasonable.
- 6.8 Approval by the Buyer of the ISMS pursuant to Paragraph 6.7 or of any change to the ISMS shall not relieve the Supplier of its obligations under this Schedule.

7. Security Management Plan

- 7.1 Within twenty (20) Working Days after the Start Date, the Supplier shall prepare and submit to the Buyer for Approval in accordance with Paragraph **Error! Reference source not found.** fully developed, complete and up-to-date Security Management Plan which shall comply with the requirements of Paragraph 7.2.
- 7.2 The Security Management Plan shall:
 - 7.2.1 be based on the initial Security Management Plan set out in Annex 2 (Security Management Plan);
 - 7.2.2 comply with the Baseline Security Requirements and, where specified by the Buyer in accordance with paragraph 3.4.3 d, the Security Policy;
 - 7.2.3 identify the necessary delegated organisational roles defined for those responsible for ensuring this Schedule is complied with by the Supplier;
 - 7.2.4 detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access

to the Goods and/or Services, processes associated with the delivery of the Goods and/or Services, the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) 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;

- 7.2.5 unless otherwise specified by the Buyer in writing, be developed to protect all aspects of the Deliverables and all processes associated with the delivery of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) 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;
 - 7.2.6 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 delivery of the Deliverables and 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 Schedule (including the requirements set out in Paragraph 6.4);
 - 7.2.7 demonstrate that the Supplier's approach to delivery of the Deliverables has minimised the Buyer and Supplier effort required to comply with this Schedule through consideration of available, appropriate and practicable pan-government accredited services (for example, 'platform as a service' offering from the G-Cloud catalogue);
 - 7.2.8 set out the plans for transitioning all security arrangements and responsibilities from those in place at the Start Date to those incorporated in the ISMS within the timeframe agreed between the Parties;
 - 7.2.9 set out the scope of the Buyer System that is under the control of the Supplier;
 - 7.2.10 be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing if necessary to other Schedules which cover specific areas included within those standards; and
 - 7.2.11 be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the Deliverables and shall reference only documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.
- 7.3 If the Security Management Plan submitted to the Buyer pursuant to Paragraph 7.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not approved by the Buyer, the

Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall 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 the first submission to the Buyer of the Security Management Plan. If the Buyer does not Approve the Security Management Plan following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph may be unreasonably withheld or delayed. However any failure to approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 7.2 shall be deemed to be reasonable.

- 7.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 7.3 or of any change or amendment to the Security Management Plan shall not relieve the Supplier of its obligations under this Schedule.

8. Amendment of the ISMS and Security Management Plan

- 8.1 The ISMS and Security Management Plan shall be fully reviewed and updated by the Supplier and at least annually to reflect:
- 8.1.1 emerging changes in Good Industry Practice;
 - 8.1.2 any change or proposed change to the Supplier System, the Deliverables and/or associated processes;
 - 8.1.3 any new perceived or changed security threats;
 - 8.1.4 where required in accordance with paragraph 3.4.3 d, any changes to the Security Policy;
 - 8.1.5 any new perceived or changed security threats; and
 - 8.1.6 any reasonable change in requirement requested by the Buyer.
- 8.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amend the ISMS and Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
- 8.2.1 suggested improvements to the effectiveness of the ISMS;
 - 8.2.2 updates to the risk assessments;
 - 8.2.3 proposed modifications to the procedures and controls that affect information security to respond to events that may impact on the ISMS; and
 - 8.2.4 suggested improvements in measuring the effectiveness of controls.
- 8.3 Subject to Paragraph 8.4, any change which the Supplier proposes to make to the ISMS or Security Management Plan (as a result of a review carried out pursuant to Paragraph 8.1, a Buyer request, a change to Annex nex **1** (Security) or otherwise) shall be subject to the Variation Procedure and shall not be implemented until Approved in writing by the Buyer.

- 8.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the ISMS or 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.

9. Security Testing

- 9.1 The Supplier shall conduct Security Tests from time to time (and at least annually across the scope of the ISMS) and additionally after any change or amendment to the ISMS (including security incident management processes and incident response plans) or the Security Management Plan. Security Tests shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Deliverables and the date, timing, content and conduct of such Security Tests shall be agreed in advance with the Buyer. Subject to compliance by the Supplier with the foregoing requirements, if any Security Tests adversely affect the Supplier's ability to deliver the Deliverables so as to meet the KPIs, the Supplier shall be granted relief against any resultant under-performance for the period of the Security Tests.
- 9.2 The Buyer shall be entitled to send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Buyer with the results of such Security Tests (in a form approved by the Buyer in advance) as soon as practicable after completion of each Security Test.
- 9.3 Without prejudice to any other right of audit or access granted to the Buyer pursuant to this Contract, the Buyer and/or its authorised representatives shall be entitled, at any time upon giving reasonable notice to the Supplier, to carry out such Security Tests (including penetration tests) as it may deem necessary in relation to the ISMS and the Supplier's compliance with the ISMS and the Security Management Plan. The cost of such Security Tests shall be incurred by the Buyer. The Buyer may notify the Supplier of the results of such tests after completion of each such test. If any such Buyer's test adversely affects the Supplier's ability to deliver the Deliverables so as to meet the SLA's or KPIs, the Supplier shall be granted relief against any resultant under-performance.
- 9.4 Where any Security Test carried out pursuant to Paragraphs 9.2 or 9.3 reveals any actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the Buyer of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the Supplier proposes to make in order to correct such failure or weakness. The Supplier shall be responsible for correcting any software configuration errors in relation to the NAS Switch, but for the avoidance of doubt, the Buyer will not require the Supplier to remediate any ITHC findings that relate to the mixing of management traffic, 802.1q encapsulated traffic and un-inspected/unfiltered Internet traffic on a non-security enforcing device. Any costs incurred as a result of any Security Tests investigation or and remediation effort which the Supplier may support (subject to the Variation Process) shall be chargeable. Subject to the Buyer's prior written Approval, the Supplier shall implement such changes to the ISMS

and the Security Management Plan and repeat the relevant Security Tests in accordance with the timetable agreed with the Buyer or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the ISMS or Security Management Plan is to address a non-compliance with the Security Policy or security requirements (as set out in Annex 1 (Baseline Security Requirements) to this Schedule) or the requirements of this Schedule, the change to the ISMS or Security Management Plan shall be at no cost to the Buyer.

- 9.5 If any repeat Security Test carried out pursuant to Paragraph 9.4 reveals an actual or potential Breach of Security exploiting the same root cause failure, such circumstance shall constitute a material Default of this Contract.

10. Complying with the ISMS

- 10.1 The Buyer shall be entitled to carry out such security audits as it may reasonably deem necessary in order to ensure that the ISMS maintains compliance with the principles and practices of ISO 27001 and/or the Security Policy where such compliance is required in accordance with paragraph 3.4.3 d.
- 10.2 If, on the basis of evidence provided by such security audits, it is the Buyer's reasonable opinion that compliance with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy are not being achieved by the Supplier, then the Buyer shall notify the Supplier of the same and give the Supplier a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to implement and remedy. If the Supplier does not become compliant within the required time then the Buyer shall have the right to obtain an independent audit against these standards in whole or in part.
- 10.3 If, as a result of any such independent audit as described in Paragraph the Supplier is found to be non-compliant with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy then the Supplier shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Buyer in obtaining such audit.

11. Security Breach

- 11.1 Either Party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any breach of security or any potential or attempted Breach of Security.
- 11.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 11.1, the Supplier shall:
- 11.2.1 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 or any potential or attempted Breach of Security in order to protect the integrity of the Buyer Property and/or Buyer Assets and/or ISMS to the extent that this is within the Supplier's control;
- (c) apply a tested mitigation against any such Breach of Security or attempted Breach of Security and provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier's ability to provide the Deliverables so as to meet the relevant Service Level Performance Indicators, the Supplier shall be granted relief against any resultant under-performance for such period as the Buyer, acting reasonably, may specify by written notice to the Supplier;
- (d) prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure; and
- (e) supply any requested data to the Buyer (or the Computer Emergency Response Team for UK Government ("GovCertUK")) on the Buyer's request within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and
- (f) as soon as reasonably practicable provide to the Buyer full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Buyer.

11.3 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 ISMS with the Security Policy (where relevant) or the requirements of this Schedule, then any required change to the ISMS shall be at no cost to the Buyer.

12. Vulnerabilities and fixing them

12.1 The Buyer and the Supplier acknowledge that from time to time vulnerabilities in the ICT Environment will be discovered which unless mitigated will present an unacceptable risk to the Buyer's information.

12.2 The severity of threat vulnerabilities for COTS Software shall be categorised by the Supplier as 'Critical', 'Important' and 'Other' by aligning these categories to the vulnerability scoring according to the agreed method in the ISMS and using the appropriate vulnerability scoring systems including:

12.2.1 the 'National Vulnerability Database' 'Vulnerability Severity Ratings': 'High', 'Medium' and 'Low' respectively (these in turn are aligned to CVSS scores as set out by NIST <http://nvd.nist.gov/cvss.cfm>); and

12.2.2 Microsoft's 'Security Bulletin Severity Rating System' ratings 'Critical', 'Important', and the two remaining levels ('Moderate' and 'Low') respectively.

12.3 The Supplier shall procure the application of security patches to vulnerabilities within a maximum period from the public release of such patches with those vulnerabilities categorised as 'Critical' within 14 days of release, 'Important' within 30 days of release and all 'Other' within 60 Working Days of release, except where:

12.3.1 the Supplier can demonstrate that a vulnerability is not exploitable within the context of any Service (e.g. because it resides in a software component which is not running in the service) provided vulnerabilities which the Supplier asserts cannot be exploited within the context of a Service must be remedied by the Supplier within the above timescales if the vulnerability becomes exploitable within the context of the Service;

12.3.2 the application of a 'Critical' or 'Important' security patch adversely affects the Supplier's ability to deliver the Services in which case the Supplier shall be granted an extension to such timescales of 5 days, provided the Supplier had followed and continues to follow the security patch test plan agreed with the Buyer; or

12.3.3 the Buyer agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the ISMS.

12.4 The Specification and Mobilisation Plan (if applicable) shall include provisions for major version upgrades of all COTS Software to be upgraded within 6 Months of the release of the latest version, such that it is no more than one major version level below the latest release (normally codified as running software no older than the 'n-1 version') throughout the Term unless:

12.4.1 where upgrading such COTS Software reduces the level of mitigations for known threats, vulnerabilities or exploitation techniques, provided always that such upgrade is made within 12 Months of release of the latest version; or

12.4.2 is agreed with the Buyer in writing.

12.5 The Supplier shall:

12.5.1 implement a mechanism for receiving, analysing and acting upon threat information supplied by GovCertUK, or any other competent Central Government Body;

12.5.2 ensure that the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;

12.5.3 ensure it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the ICT Environment by actively monitoring the threat landscape during the Contract Period;

12.5.4 pro-actively scan the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) for vulnerable components and address discovered vulnerabilities through the

processes described in the ISMS as developed under Paragraph 6.4.5;

- 12.5.5 from the date specified in the Security Management Plan provide a report to the Buyer within five (5) Working Days of the end of each Month detailing both patched and outstanding vulnerabilities in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and any elapsed time between the public release date of patches and either time of application or for outstanding vulnerabilities the time of issue of such report;
 - 12.5.6 propose interim mitigation measures to vulnerabilities in the ICT Environment known to be exploitable where a security patch is not immediately available;
 - 12.5.7 remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the ICT Environment); and
 - 12.5.8 inform the Buyer when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the security of the ICT Environment and provide initial indications of possible mitigations.
- 12.6 If the Supplier is unlikely to be able to mitigate the vulnerability within the timescales under this Paragraph 9, the Supplier shall immediately notify the Buyer.
- 12.7 A failure to comply with Paragraph 12.3 shall constitute a Default, and the Supplier shall comply with the Rectification Plan Process.

PART B Annex 1: Baseline security requirements

1. Handling Classified information

- 1.1 The Supplier shall not handle Buyer information classified SECRET or TOP SECRET except if there is a specific requirement and in this case prior to receipt of such information the Supplier shall seek additional specific guidance from the Buyer.

2. End user devices

- 2.1 When Government Data resides on a mobile, removable or physically uncontrolled device it must be stored encrypted using a product or system component which has been formally assured through a recognised certification process of the UK Government Communications Electronics Security Group ("CESG") to at least Foundation Grade, for example, under the CESG Commercial Product Assurance scheme ("CPA").
- 2.2 Devices used to access or manage Government Data and services must be under the management authority of Buyer or Supplier and have a minimum set of security policy configuration enforced. These devices must be placed into a 'known good' state prior to being provisioned into the management authority of the Buyer. Unless otherwise agreed with the Buyer in writing, all Supplier devices are expected to meet the set of security requirements set out in the CESG End User Devices Platform Security Guidance (<https://www.gov.uk/government/publications/end-user-device-strategy-security-framework-and-controls>). Where the guidance highlights shortcomings in a particular platform the Supplier may wish to use, then these should be discussed with the Buyer and a joint decision shall be taken on whether the residual risks are acceptable. Where the Supplier wishes to deviate from the CESG guidance, then this should be agreed in writing on a case by case basis with the Buyer.

3. Data Processing, Storage, Management and Destruction

- 3.1 The Supplier and Buyer recognise the need for the Buyer's information to be safeguarded under the UK Data Protection regime or a similar regime. To that end, the Supplier must be able to state to the Buyer the physical locations in which data may be stored, processed and managed from, and what legal and regulatory frameworks Government Data will be subject to at all times.
- 3.2 The Supplier shall agree any change in location of data storage, processing and administration with the Buyer in accordance with Clause 14 (Data protection).
- 3.3 The Supplier shall:
 - 3.3.1 provide the Buyer with all Government Data on demand in an agreed open format;
 - 3.3.2 have documented processes to guarantee availability of Government Data in the event of the Supplier ceasing to trade;

3.3.3 securely destroy all media that has held Government Data at the end of life of that media in line with Good Industry Practice; and

3.3.4 securely erase any or all Government Data held by the Supplier when requested to do so by the Buyer.

4. Ensuring secure communications

4.1 The Buyer requires that any Government Data transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device must be encrypted using a product or system component which has been formally assured through a certification process recognised by CESG, to at least Foundation Grade, for example, under CPA.

4.2 The Buyer requires that the configuration and use of all networking equipment to provide the Services, including those that are located in secure physical locations, are at least compliant with Good Industry Practice.

5. Security by design

5.1 The Supplier shall apply the 'principle of least privilege' (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of IT systems which will process or store Government Data.

5.2 When designing and configuring the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) the Supplier shall follow Good Industry Practice and seek guidance from recognised security professionals with the appropriate skills and/or a CESG Certified Professional certification (<https://www.ncsc.gov.uk/articles/cesg-certification-ia-professionals-and-guidance-certification-ia-professionals-documents>) for all bespoke or complex components of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier).

6. Security of Supplier Staff

6.1 Supplier Staff shall be subject to pre-employment checks that include, as a minimum: identity, unspent criminal convictions and right to work.

6.2 The Supplier shall agree on a case by case basis Supplier Staff roles which require specific government clearances (such as 'SC') including system administrators with privileged access to IT systems which store or process Government Data.

6.3 The Supplier shall prevent Supplier Staff who are unable to obtain the required security clearances from accessing systems which store, process, or are used to manage Government Data except where agreed with the Buyer in writing.

6.4 All Supplier Staff that have the ability to access Government Data or systems holding Government Data shall undergo regular training on secure information management principles. Unless otherwise agreed with the Buyer in writing, this training must be undertaken annually.

6.5 Where the Supplier or Subcontractors grants increased ICT privileges or access rights to Supplier Staff, those Supplier Staff shall be granted only those

permissions necessary for them to carry out their duties. When staff no longer need elevated privileges or leave the organisation, their access rights shall be revoked within one (1) Working Day.

7. Restricting and monitoring access

7.1 The Supplier shall operate an access control regime to ensure all users and administrators of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) are uniquely identified and authenticated when accessing or administering the Services. Applying the 'principle of least privilege', users and administrators shall be allowed access only to those parts of the ICT Environment that they require. The Supplier shall retain an audit record of accesses.

8. Audit

8.1 The Supplier shall collect audit records which relate to security events in the systems or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include:

8.1.1 Logs to facilitate the identification of the specific asset which makes every outbound request external to the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier). To the extent the design of the Deliverables allows such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers.

8.1.2 Security events generated in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and shall include: privileged account log-on and log-off events, the start and termination of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.

8.1.3 The Supplier and the Buyer shall work together to establish any additional audit and monitoring requirements for the ICT Environment.

8.1.4 The Supplier shall retain audit records collected in compliance with this Paragraph 0 for a period of at least 6 Months.

PART B Annex 2: Security Management Plan

[REDACTED]

Call-Off Schedule 10 (Exit Management)

1. Definitions

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

“Core Network”	the provision of any shared central core network capability forming part of the overall Services delivered to the Buyer, which is not specific or exclusive to a specific Call-Off Contract, and excludes any configuration information specifically associated with a specific Call-Off Contract;
“Core Network Assets”	the assets used in the provision of the Core Network;
“Exclusive Asset(s)”	means those Assets which are used exclusively in the provision of the Services.
"Exit Information"	has the meaning given to it in Paragraph 3.1 of this Schedule;
“Exit Management Plan”	means the plan produced and updated by the Supplier during the Term in accordance with Paragraph 4 of Call-Off Schedule 10 (Exit Management);
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	those Supplier Assets used by the Supplier or a Key Subcontractor in connection with the Deliverables but which are also used by the Supplier or Key Subcontractor for other purposes excluding the Core Network Assets;

"Registers"	the register and configuration database referred to in Paragraph 2.2 of this Schedule;
"Replacement Goods"	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Services"	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those services are provided by the Buyer internally and/or by any third party;
"Termination Assistance"	<p>a) the provision of any configuration information reasonably required to effect the implementation of the Replacement Services excluding the Core Network;</p> <p>b) any activity required to facilitate the transition from the live operation of an existing Service to the live operation of a Replacement Service excluding the Core Network; and</p> <p>c) the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;</p>
"Termination Assistance Notice"	has the meaning given to it in Paragraph 5.1 of this Schedule;
"Termination Assistance Period"	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
"Transferable Assets"	Exclusive Assets which are capable of legal transfer to the Buyer;
"Transferable Contracts"	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods

	and/or Replacement Services, including in relation to licences all relevant Documentation, excluding such contracts relating to the Core Network;
"Transferring Assets"	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	has the meaning given to it in Paragraph 8.2.3 of this Schedule.

2. Supplier must always be prepared for contract exit

- 2.1 The Supplier shall within thirty (30) days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.
- 2.2 During the Contract Period, the Supplier shall promptly:
 - 2.2.1 create and maintain a detailed register of i) all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets, and, the Net Book Value or Contingent Liability and whether or not the Asset is Transferable and will be transferred) and ii) Sub-contracts and other relevant agreements required in connection with the Deliverables insofar as they relate to Exclusive Assets and Non-Exclusive Assets; and
 - 2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables (excluding the Core Network) ("**Registers**").
- 2.3 The Supplier shall:
 - 2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
 - 2.3.2 procure that all licences for Third Party Software, and all Sub-Contracts, in relation to Exclusive and Non-Exclusive Assets shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.
- 2.4 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

3. Assisting re-competition for Deliverables

- 3.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").
- 3.2 The Supplier acknowledges that the Buyer may subject to prior consent from the Supplier disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.
- 3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information (excluding the Core Network) which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).
- 3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables (excluding the Core Network); and not be disadvantaged in any procurement process compared to the Supplier.

4. Exit Plan

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

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

5. Termination Assistance

- 5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months

prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

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

6. Termination Assistance Period

- 6.1 Throughout the Termination Assistance Period the Supplier shall:
- 6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
 - 6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate

the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;

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

7. Obligations when the contract is terminated

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

Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.

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

8. Assets, Sub-contracts and Software

- 8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:

8.1.1 terminate, enter into or vary any Sub-contract insofar as it relates to Exclusive Assets and Non-Exclusive Assets;; or

8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets; or

8.1.3 terminate, enter into or vary any licence for any software in connection with the Deliverables excluding the Core Network.

- 8.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:

8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");

8.2.2 which, if any, of:

(a) the Exclusive Assets that are not Transferable Assets; and

(b) the Non-Exclusive Assets,

the Buyer and/or the Replacement Supplier requires the continued use of; and

8.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"), in order for the Buyer and/or its Replacement Supplier to provide the Deliverables excluding the Core Network from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide:

i) the Deliverables (excluding the Core Network); or

ii) the Replacement Goods and/or Replacement Services (excluding the Core Network).

- 8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall transfer the Transferring Assets to the Buyer and/or the

Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges, save for;

8.3.1 the NAS Switches which shall be treated as set out below:

- (a) For NAS Switches identified for Sites set out in the Master Site List at the Contract Start Date ("Core NAS Switches") the following methodology shall apply.
 - (i) The total charge for Core NAS Switches at a Site shall be recovered across all Sites in the Master Site List via a single charge per Core NAS Switch at a Site ("Core NAS Switch Charge") which is included within the Fibre Network Access Service Resource Unit Charge(s) for the relevant Site.
 - (ii) The Core NAS Switch Charge is calculated as follows:

Total charge for Core NAS Switches at a Site / (Total number of Switches at Sites in the Master Site List at the Contract Start Date x Average Number of Months a Site is live in the initial Contract Period)

- (b) For the NAS Switches purchased in addition to the those in the Master Site List ("BAU NAS Switch"), upon payment in full by the Buyer of the switch provision and installation Charges as set out in Schedule 5 (Pricing Details) Table 2, Paragraph 3, the BAU Switch shall be capable of being transferred to the Buyer at £0 (Zero) value.

8.3.2 The Contingent Liability Report maintained by the Supplier through the life of the Contract shall illustrate the Core NAS Switch and BAU NAS Switch Contingent Liability as follows:

- (a) Total charge for Core NAS Switches
- (b) Total number of Core NAS Switch charges recovered as part of NAS Fibre Network Access Service Charges (i.e. total number of rentals charged for sites in the Master Site List at the Contract Start Date).
- (c) Total value of Core NAS Switch charges recovered as part of NAS Fibre Network Access Service Charges (i.e. Core NAS Switch charge x the result of 8.3.2 (b))
- (d) The difference between 8.3.2 (a) and 8.3.2 (c) at any time during the Contract Period will be the total Buyer liability for Core NAS Switches at that point in time.
- (e) The total volume of BAU Switches, and any additions within each SMP, shall be reported and shall be represented at £0 (Zero) value.
- (f) Annex A to this Schedule 10 Exit Management details an example of the above calculation.

8.3.3. For the avoidance of doubt, in the event that the Buyer elects not to transfer the Core NAS Switch at the end of the Termination Assistance Period, the Buyer shall be required to pay the Contingent Liability amount detailed within the Contingent Liability Report. The maximum Contingent Liability charge payable shall be calculated as follows
Total charge for the **Redacted** switches for Sites listed within the Master Site List **Redacted** less cumulative number of monthly circuit rentals paid to date for Sites listed within the Master Site List X **Redacted** (the monthly Core NAS Switch recovery per Core NAS Switch). In the case of the BAU NAS Switch, then any Switch Provision and Installation Charges due shall be payable by the Buyer.

8.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.

8.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:

procure a non-exclusive, perpetual, royalty-free licence (or a licence on such other terms that the Buyer may agree) for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms), save that any licenses required for continued use on Non-Exclusive Assets will be subject to the Suppliers standard terms and charges, unless otherwise agreed.

8.5.1 ; or failing which

8.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.

8.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.

8.7 The Buyer shall:

8.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and

8.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.

8.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.

8.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or

novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

9. No charges

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

10. Dividing the bills

- 10.1 All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:
- 10.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;
 - 10.1.2 the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and
 - 10.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

ANNEX 1 to Schedule 10 (Exit Management) – Example Only

Redacted

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 13 (Implementation Plan and Testing)

PART A - Implementation

1. Definitions REDACTED

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; <ul style="list-style-type: none">a) Specified by the Buyer where the Buyer selects Part A to this Call-Off Schedule 14; orb) 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;
“Increased Impact Service Level”	means any increased impact service specified in Part B of this Schedule
“Key Performance Indicator or KPIs”	means any key performance indicator specified in Part B of this Schedule
“Performance Monitoring Reports”	means reports as specified in Part C of this Schedule
“Performance Review Meetings”	means review meetings as specified in Part C of 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;
“Repeat Failure”	means the failure to meet a service level in the initial and subsequent periods as set out in the Schedule.
“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;
"Round Trip Delay Tests"	means a test as specified in Part B of this Schedule
“Service Credit Cap”	means: (a) in the period from the Call-Off Start Date to the end of the first Call-Off Contract Year two hundred thousand pounds (£200,000); and

(b) during the remainder of the Call-Off Contract Period, fifty per cent (50%) 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 Catalogues;

“Significant Failure Service Level”

means the relevant level of performance of as set out in each Service Level as specified in Part B of this Schedule;

“Service Level Failure”

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

“Service Level Performance Criteria”

means the criteria identified in either;

- a) Annex 1 to Part A of this Schedule; or
 - b) paragraph 3.8 of Part B of this Schedule, against which the individual metrics are assessed;
- depending upon whether Part A or Part B is selected by the Buyer

“Service Levels”

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

“Service Level Threshold”

shall be the Service Level Threshold as set out against the relevant Service Level 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 Measurement Period (SMP)” means a calendar month during the Call-Off Contract Period;

“Service Period” means a recurrent period of one month or means SMP 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 The Supplier Does Not 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 Significant 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. Changes to Service Levels, Key Performance Indicators and Severity Weighting

- 4.1 Any modifications to Service Level Thresholds, Increased Impact Service Levels, Significant Failure Service Level, demotion of Service Levels to KPIs, promotion of KPIs to Service Levels and changes to Severity Weighting shall be dealt with in accordance with the Variation Process. Subject to the foregoing, it is the intention of the Parties that:
- 4.2 KPIs shall not attract Service Credits; and
- 4.3 from time to time during the Term, at the Buyer's request, representatives of the Supplier and the Buyer shall negotiate in good faith to: (a) amend any Service Levels and/or add new Service Levels; (b) amend or remove any KPIs and/or add new KPIs; (c) adjust the Severity Weightings and (d) convert any KPIs into Service Levels and/or any Service Levels into KPIs, the purpose being to reflect changes in the Buyer's business requirements or objectives.
- 4.4 The Service Levels applicable to the Network Access Services shall initially have the Severity Weightings shown in Clause 7 of PART B to this Call-Off Schedule 14 (Service Levels).

5. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

- 5.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
- 5.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("Compensation for Critical Service Level Failure"), provided that the operation of this paragraph 5 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.

6. Excused Performance

- 6.1 If the Supplier fails to achieve any of the Service Levels in any Service Measurement Period, the Supplier shall not be responsible for the Service Level failure if and to the extent that:
- (a) The Service Level failure was caused by a force majeure event or a relief event provided that the Supplier has implemented any applicable disaster recovery or

business recovery plan that would enable the Supplier to resume providing the Services to the Service Levels; or

- (b) The underlying cause of the Service Level failure was due to an act or omission of the Buyer, its employees or contractors except to the extent that such act or omission was in accordance with the instruction or recommendation of the Supplier (or its sub-contractor); or
- (c) The underlying cause of the service level failure was a direct result of the supplier carrying out the Buyer's instruction, and the supplier has advised the buyer of the impact of such instruction on the service; or
- (d) The supplier shall advise the buyer in writing of any events or circumstances which it claims give rise to excused performance in accordance with the relevant Buyers Policies and Procedures that governs performance management reporting between the Buyer and Supplier (SLM 04 weekly Activity Service Performance sub process as detailed within the Buyer Operational Implementation Plan).

Notwithstanding the cause of any excused performance, the supplier shall use reasonable endeavours and take all reasonable steps within its control to mitigate the impact to the Buyer of any services failing to achieve the service levels.

PART A: Short Form Service Levels and Service Credits
Not Used

PART A Annex 1: Short Form Services Levels and Service Credits Table

Not Used

PART B: Long Form Service Levels and Service Credits

7. General provisions

- 7.1 The Supplier shall provide support and advice, when required by the Buyer, on matters relating to:
 - 7.1.1 Availability of the Services;
 - 7.1.2 quality of the Services;
 - 7.1.3 provisioning;
 - 7.1.4 essential downtime
 - 7.1.5 Buyer support;
 - 7.1.6 complaints handling; and
 - 7.1.7 accurate and timely invoices.
- 7.2 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.

8. Principal points

- 8.1 The objectives of the Service Levels, KPIs and Service Credits are to:
 - 8.1.1 incentivise the Supplier to meet the Service Levels and KPIs, and to remedy any failure to meet the Service Levels and /or KPIs expeditiously;
 - 8.1.2 ensure that the Services are of a consistently high quality and meet the Service Level and KPI requirements of the Buyer;
 - 8.1.3 use Service Credits as a method of price adjustment to reflect poor performance in breach of the required Service Levels;
 - 8.1.4 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
 - 8.1.5 provide an incentive to the Supplier to comply with and to expeditiously remedy any failure to comply with the Service Levels.
- 8.2 The Parties acknowledge that:
 - 8.2.1 The Buyer will, in all cases, prefer to receive the Services within the Service Level Thresholds in preference to receiving the Service Credits; and
 - 8.2.2 the Supplier shall, in all cases, seek to deliver the Services within the Service Level Thresholds in preference to accepting a liability for Service Credits.

9. Service Levels

- 9.1 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.
- 9.2 The Supplier shall, at all times, provide the Services in such a manner that the Service Level Thresholds are achieved.
- 9.3 Supplier shall measure Service Levels of a NAS Site from the 1st day of the month following Acceptance.
- 9.4 Not Used
- 9.5 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:
 - 9.5.1 is likely to or fails to meet any Service Level Threshold; or
 - 9.5.2 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 Paragraph 7 of this Part B of this Call-Off Schedule (*Service Levels*); 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.
- 9.6 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.

- 9.7 Not used The Services shall be provided in accordance with the following five Service Level Performance Criteria as set out in paragraph 6 of this Part B of Call-Off Schedule 14 (*Service Levels*):

9.7.1 Availability; as set out in Service Level 1

9.7.2 Performance; as set out in Service Levels 2, 3 and 4

9.7.3 Quality; as set out in Service Level 5, and

9.7.4 Lead Times; as set out in Service Level 6.

9.7.5 Incident Resolution; as set out in Service Level 7

10. Quality

- 4.1 The Supplier shall ensure that the Services are delivered of a sufficient quality to meet the provisions of this Call-Off Schedule.
- 4.2 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.

11. Provisioning

- 11.1 **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.
- 11.2 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 relevant 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 for the Catalogue Services Service Credits.
- 11.3 Service Credits are required to be paid in the event that the Achieved Service Level falls below the relevant Service Level(s) Thresholds, Increased Impact Service Level or Significant Service Failure in a Service Measurement Period. The Service Credits to be paid are not cumulative but shall be incrementally higher if the Achieved Service Level falls below the Increased Impact Service Level or Significant Failure Service Level as set out using the applicable formula in paragraph 5.4 below. Where Severity Weighting is referenced within this paragraph 5, the table in section 7 of Part B, Annex 1 should be used as part of the respective formula to calculate the amount of the Service Credit.

11.4 In respect of the performance Service Levels 2 (Jitter), 3 (Round Trip Delay) and 4 (IP Packet Loss) as detailed within 'Part B Annex 1' section 2 Performance (for the avoidance of doubt this excludes NAS Availability), the applicable Service Credits shall be calculated as follows:

11.4.1 if the Service Failure is below the Service Level Threshold but equal to or above the Increased Impact Service Level, the amount of the Service Credit shall be calculated using the formula:

11.4.2 if the Service Failure is below the Increased Impact Service Level but equal to or above the Significant Failure Service Level, the amount of the Service Credit shall be calculated using the formula:

(Redacted)

(a) x the total Fibre Network Access Service Monthly Run Costs)
x 1.0% x Repeat Failure Multiplier; or

11.4.3 if the Service Failure is below the Significant Failure Service Level, the amount of the Service Credit shall be calculated using the formula:

(Redacted)

(a) x the total Fibre Network Access Service Monthly Run Costs)
x 1.5% x Repeat Failure Multiplier; or

11.5 In respect of Service Level 1, (Network Access Service – Availability Service Level) and all other Service Levels, the applicable Service Credits shall be calculated as follows:

11.5.1 if the Service Failure is below the Service Level Threshold but equal to or above the Increased Impact Service Level, the amount of the Service Credit shall be calculated using the formula:

Severity Weighting x (Redacted)

(a) x the Site Charge) x Repeat Failure Multiplier; or

11.5.2 if the Service Failure is below the Increased Impact Service Level but equal to or above the Significant Failure Service Level, the amount of the Service Credit shall be calculated using the formula:

(b) Severity Weighting x (Redacted)

(a) x the Site Charge) x Repeat Failure Multiplier; or

11.5.3 if the Service Failure is below the Significant Failure Service Level, the amount of the Service Credit shall be calculated using the formula:

(c) Severity Weighting x (Redacted)

(a) x the Site Charge) x Repeat Failure Multiplier;

11.6 The Parties acknowledge that the Severity Weightings:

11.6.1 reflect the likely severity and relative importance to the Buyer of the anticipated impact on the operations of the Buyer of the Supplier's failure to meet the Service Level Thresholds or the Increased Impact Service Levels; and

11.6.2 shall not, in any way, exclude or limit the Buyer's right to claim that one or more failures to meet one or more of the Service Levels may constitute a material breach of this Agreement.

11.7 Aggregate Service Credits for all Services delivered by the Supplier to the Buyer shall be limited in each Service Measurement Period (SMP) **Redacted** of the aggregate Charges payable to the Supplier within the same Service Measurement Period (SMP).

11.8 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 the Schedule 5.1 (Pricing Details) of the Call-Off Terms.

11.9 Nothing in this Schedule prevents or restricts a Critical Service Failure from arising and affording the Buyer the remedies available to it in the Call-Off Terms.

11.10 The Supplier confirms that it has modelled the Service Credits and has taken them into account in setting the level of the Charges. The Supplier agrees that the Service Credits are a reasonable method of price adjustment to reflect poor performance in breach of the required Service Level.

12. Repeat Failures to Meet Service Level Thresholds

12.1 If the Supplier fails to achieve a Service Level Threshold for a particular Service Level in an SMP and then fails to achieve the same Service Level Threshold for the same Service Level in a subsequent (as defined in Table 1 below) SMP, the failure in the subsequent SMP shall be a "Repeat Failure". The Repeat Failure count shall increment by one (1) for each additional failure.

12.2 Repeat Failures shall apply to Service Level Threshold for Service Levels 1 to 7 (inclusive),

12.3 The Repeat Failure count shall be reset to zero (0) once there have been two (2) consecutive SMPs in which the Service Level Threshold has been met.

12.4 In Paragraph 7.1 of this Part B, the reference to Repeat Failures to achieve a Service Level Threshold shall be to the Service Level Threshold for one (1) Service Level.

12.5 A worked example is set out below:

	Service Measurement Period (SMP)											
	1	2	3	4	5	6	7	8	9	10	11	12
Failure to meet Service Level Target for a Service (F)	F	F	✓	F	✓	✓	F	✓	F	F	✓	F
No. of Repeat Failures	0	1	1	2	2	2	0	0	1	2	2	3

Table 1 Repeat Failure Example

- 12.6 For any failure to meet Service Level Thresholds which is a Repeat Failure, the Service Credit applicable shall be increased as follows (a “Repeat Failure Multiplier”):

Repeat Failure count applicable to the Service Measurement Period (SMP)	Repeat Failure Multiplier
0	1
1	2
2	3
3 and above	4

Table 2 Repeat Failure Multipliers

PART B Annex 1: Long Form Services Levels and Service Credits Table

13. Availability

13.1 Network Access Service - Availability

SERVICE LEVEL 1 Network Access Services – Availability	
Service Level Description	The percentage Availability for each Site receiving the Network Access Services.
Service Level Calculation	<p>Availability shall be calculated in respect of the relevant Site as a percentage of the total time in a Service Measurement Period in accordance with the following formula:</p> $\text{Service Availability} = \frac{(\text{MP} - \text{SD})}{\text{MP}} \times 100\%$ <p>where:</p> <p>MP = Total time within the Agreed Service Measurement Time, excluding Planned Downtime, within the relevant Service Measurement Period; and</p> <p>SD = Total Service Downtime at the relevant Site for the Network Access Services within the Agreed Service Measurement Time within the relevant Service Measurement Period.</p>
Agreed Service Time	The Network Access Services shall be available 24 hours per day, 365 days per year (366 days in a leap year)
Agreed Service Measurement Time	The Availability of the Network Access Services shall be measured 24 hours per day, 365 days per year (366 days in a leap year).
Service Level Threshold	<p>Fully Resilient Fibre Circuit Network Access– <u>Redacted</u></p> <p>Resilient Fibre Circuit Network Access– <u>Redacted</u></p> <p>Non-Resilient Fibre Circuit Network Access– <u>Redacted</u></p>
Increased Impact Service Level	<p>Fully Resilient Fibre Circuit Access– <u>Redacted</u></p> <p>Resilient Fibre Circuit Access– <u>Redacted</u></p> <p>Non-Resilient Fibre Circuit Access– <u>Redacted</u></p>
Significant Failure Service Level	<p>Fully Resilient Fibre Network Access– <u>Redacted</u></p> <p>Resilient Fibre Network Access– <u>Redacted</u></p> <p>Non-Resilient Fibre Network Access– <u>Redacted</u></p>

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14. Performance

Network Access Service – Measurement Matrix The matrix set out in Table 1 below sets out the Provider Edge locations between which the measurements for the Service Level 2, Service Level 3, and Service Level 4 will be derived. These measurements shall be recorded between the sites within the left most column to each of the sites within the column headings e.g. Belfast to Birmingham, Belfast to Bristol, etc

Table 1

PE Geography	Belfast	Birmingham	Bristol	Cambridge	Cardiff	Chelmsford	Crawley	Edinburgh	Exeter	Glasgow	Leeds	Liverpool	Kingston Upon Thames	London	Manchester	Nottingham	Peterborough	Sheffield	Southampton	Newcastle	Norwich	Carlisle	Swindon	Oxford	Liverpool	Milton Keynes	Stoke on Trent
Belfast																											
Birmingham																											
Bristol																											
Cambridge																											
Cardiff																											
Chelmsford																											
Crawley																											
Edinburgh																											
Exeter																											
Glasgow																											
Leeds																											
Liverpool																											
Kingston Upon Thames																											
London																											
Manchester																											
Nottingham																											
Peterborough																											
Sheffield																											
Southampton																											
Newcastle																											
Norwich																											
Carlisle																											
Swindon																											
Oxford																											
Liverpool																											
Milton Keynes																											
Stoke on Trent																											

14.1 Network Access Service - Jitter

SERVICE LEVEL 2 Network Access Services – Jitter	
Service Level Description	A measure of the success of Jitter Tests (as defined below).
Service Level Calculation	<p>The jitter test ("Jitter Test") shall determine the variability of the packet latency data sent across the Supplier Core Network between Provider Edge appliances as set out in the Measurement Matrix in Table 1.</p> <p>The Jitter Test measurement shall comprise of a series of readings that shall be collated, as a single representative value, every 15 minutes during the Agreed Service Measurement Time</p> <p>Jitter will be measured and reported using data provided by the Suppliers IP Connect product line standard core network monitoring tooling.</p> <p>The jitter test will not be applicable to any other class of service than the Expedited Forwarding (EF) Service Class.</p> <p>The success rate of the Jitter Tests shall be measured in accordance with the following formula:</p> $\frac{A}{B} \times 100\%$ <p>Where:</p> <p>A = the number of Jitter Tests conducted during the SMP at the sites within the Measurement Matrix that meet the Service Level Threshold set out below and conducted within the Service Measurement Time.</p> <p>B = the total number of Jitter Tests undertaken at the sites within the Measurement Matrix during the SMP and conducted within the Service Measurement Time .</p>
Agreed Service Time	The Fibre Network Access Service shall be available 24 hours per day, 365 days per year (366 days in a leap year).
Agreed Service Measurement Time	07:45 – 20:00 Monday – Friday, 08:45 – 17:00 Saturday.
Service Level Threshold	Fibre Network Access Service - For the Service Class – Expedited Forwarding (EF) - Redacted
Increased Impact Service Level	Fibre Network Access Service - For the Service Class – Expedited Forwarding (EF) - Redacted
Significant Failure Service Level	Fibre Network Access Service - For the Service Class – Expedited Forwarding (EF) - Redacted

14.2 Network Access Service – Round Trip Delay

SERVICE LEVEL 3 Network Access Services – Round Trip Delay	
Service Level Description	A measure of the percentage success rate of Round Trip Delay Tests (as defined below) for each Service Class.
Service Level Calculation	<p>The Round Trip Delay tests ("Round Trip Delay Tests") shall determine the mean amount of time it takes data sent across the Supplier Core Network between Provider Edge appliances as set out in the Measurement Matrix in Table 1.</p> <p>The Round Trip Delay Test measurement shall comprise of a series of readings that shall be collated, as a single representative value, every 15 minutes during the Agreed Service Measurement Time</p> <p>Round Trip Delay will be measured and reported using data provided by the Suppliers IP Connect product line standard core network monitoring tooling.</p> <p>The Round Trip Delay measurement shall be a single measurement that will encompass all Service Classes,</p> $\frac{A}{B} \times 100\%$ <p>Where:</p> <p>A = the number of Round Trip Delay Tests conducted during the SMP for sites within the Measurement Matrix that meet the Service Level Target Threshold set out below and conducted within the Service Measurement Time.</p> <p>B = the total number of Round Trip Delay Tests undertaken for sites within the Measurement Matrix during the SMP and conducted within the Service Measurement Time.</p>
Agreed Service Time	This Fibre Network Access Service shall be available 24 hours per day, 365 days per year (366 days in a leap year).
Agreed Service Measurement Time	07:45 – 20:00 Monday – Friday, 08:45 – 17:00 Saturday.
Service Level Threshold	Fibre Network Access Service - Redacted
Increased Impact Service Level	Fibre Network Access Service - Redacted
Significant Failure Service Level	Fibre Network Access Service - Redacted

14.3 Network Access Service – IP Packet Loss Ratio

SERVICE LEVEL 4 Network Access Services – IP Packet Loss Ratio		
Service Level Description	A measure of the success of packets transferred over the Supplier Core Network (as defined below).	
Service Level Calculation	<p>The IP Packet Loss test shall determine target IP packet delivery percentage of the Supplier Core Network for data sent across the Supplier Core Network between Provider Edge appliances as set out in the Measurement Matrix in Table 1.</p> <p>The Packet Loss test measurement shall comprise of a series of readings that shall be collated, as a single representative value, every 15 minutes during the Agreed Service Measurement Time</p> <p>IP Packet Loss will be measured and reported using data provided by the Suppliers IP Connect product line standard core network monitoring tooling.</p> <p>The percentage success rate of the IP Packet Loss Ratio tests shall be measured by counting the total number of test packets sent together with the total number of test packets lost for each Service Class, expressed as a percentage using the formula:</p> $\frac{(A - B)}{A} \times 100\%$ <p>Where:</p> <p>A = the total number of IP test packets sent between the sites within the Measurement Matrix that fall within the Service Measurement Period</p> <p>B = the total number of IP test packets Lost between the sites within the Measurement Matrix that fall within the Service Measurement Period</p>	
Agreed Service time	This service shall be available 24 hours per day, 365 days per year (366 days in a leap year).	
Agreed Service Measurement Time	07:45 – 20:00 Monday – Friday, 08:45 – 17:00 Saturday.	
Service Level Threshold	Service Class	Fibre Network Access Service
	Real-time (EF)	<u>Redacted</u>
	Application Classes (1, 2, 3 & 4)	<u>Redacted</u>
	Default	<u>Redacted</u>

15. Quality

15.1 Network Access Service – CMDB Accuracy / Completeness

This Service Level shall be measured on a Quarterly basis. Any Service Credits applicable to the failure of the Supplier to meet the Service Level Threshold in respect of CMDB Accuracy / Completeness shall be calculated as a percentage of the aggregate Service Charges payable over the preceding three (3) SMPs.

SERVICE LEVEL 5 Network Access Services – CMDB Accuracy / Completeness	
Service Level Description	<p>To monitor and report on the accuracy and completeness of the information held in the Asset Registers (expressed as a percentage).</p> <p>Within five (5) Working Days of the end of each of SMP 3, 6, 9 and 12 of each Contract Year, the Buyer shall select a sample of forty six (62) sites, and in the last quarter of the final Contract year any remaining Sites not previously audited. The Supplier shall measure the accuracy and completeness of the information held within the Configuration Management Database for those Transferable Assets. For the avoidance of doubt, the Supplier and Buyer shall not select the same sample of Assets each quarter and should ensure that all Assets are audited before the end of the contract. Within ten (10) Working Days of the audit shall provide a report in the agreed format with the findings to the Buyer.</p> <p>Where in any quarter the KPI for this service is not met due to volumes being less than one hundred and eighty six (186) then the measurements for the purposes of calculating actual KPI shall accrue to the following Quarter for a maximum of two further Quarters (i.e. up to three in total) and reported at the end of the second or third SMP as appropriate.</p>
Service Level Calculation	$\frac{A}{62} \times 100\%$ <p>Where:</p> <p>A = The number of audited Sites correctly recorded in the Asset Register in each Quarter.</p> <p>In measuring performance against this Service Level, there shall be disregarded any Sites where the Supplier identifies to the Buyer that the Assets on the site have been moved, added to, or changed by the Buyer and the Buyer has not advised the Supplier of such move, add or change.</p>

Agreed Service Time	Not applicable
Agreed Service Measurement Time	Quarterly
Service Level Threshold	<u>Redacted</u>
Increased Impact Service Level	<u>Redacted</u>
Significant Failure Service Level	<u>Redacted</u>

16. Lead Times

16.1 Network Access Service – Catalogue Request Provision Lead Times

SERVICE LEVEL 6 Network Access Services - Catalogue Request Provision Lead Times			
Service Level Description	A measure of the percentage of Catalogue Request for Network Access Services implemented in the Service Measurement Period (SMP) within the timescales detailed in the Service Level Calculation below.		
Service Level Calculation	<p>Catalogue Request (excluding MAC requests) implemented within agreed timescales within the SMP shall be calculated per each site implementation agreed implementation date</p> $\frac{A}{B} \times 100\%$		
	Network Access Service Bearer Capacity	Service Level Threshold for Connection (Working Days from receipt of a Valid Request) *	
	100Mbps	Redacted	
	1Gbps		
	10Gbps		
	Add or remove VPN from a NAS Access		
	Modify Access (EF, AF)		
	Cease NAS Access Service		
	Change Bandwidth allocated to VPN (out of hours)		
Agreed Service Time	9am to 17:30 Mon to Fri excluding bank holidays		
Agreed Service Measurement Time	Service Measurement Period		
Service Level Threshold	As outlined in above table		
Increased Impact Service Level	Not Applicable		
Significant Failure Service Level	Not Applicable		

17. Incident Resolution

17.1 Network Access Service - Severity Level 1 Incident Resolution

SERVICE LEVEL 7 Network Access Service - Severity Level 1 Incident Resolution	
Service Level Description	Severity Level 1 Incidents assigned to the Supplier that are Resolved within two (2) hours after being Assigned.
Service Level Calculation	<p>$(A/B) * 100$ Where: A = the aggregate number of Severity Level 1 Incidents Assigned to the Supplier for resolution that are Resolved in the SMP within two (2) hours (whether such Severity Level 1 Incidents were assigned to the Supplier in that SMP or an earlier SMP). B = the aggregate number of Severity Level 1 Incidents Resolved within the SMP (whether such Severity Level 1 Incidents were Assigned to the Supplier in that SMP or an earlier SMP).</p> <p>For the avoidance of doubt, should the Supplier be investigating alongside any third parties or the Buyer, the Supplier will retain the Incident and include time spent in the measurement calculation. Time during which the Incident was not Assigned to the Supplier in the Incident Management System should be excluded from the calculation, except where the Incident has been incorrectly re-assigned to another party for resolution or where further information is required from any party and has been requested by the Supplier.</p> <p>Changes to Severity Level: Should an Incident Severity Level be increased (e.g. from Severity Level 2 to Severity Level 1) then:</p> <ul style="list-style-type: none"> the time occurring prior to the Severity Level being increased shall be discounted from the calculation set out in this Service Level and the Supplier shall have the two (2) hour period of time applicable to a Severity Level 1 Incident to achieve Resolution, such period of time commencing from the time at which the Severity Level is increased. <p>Measurement Period: The time taken by the Supplier to achieve Resolution of each Incident Assigned to it by the DWP Service Desk shall:</p> <ul style="list-style-type: none"> commence at the time that the Incident is Assigned by the DWP Service Desk to the Supplier; end at the time that the Supplier informs the DWP Service Desk that they have undertaken the necessary activities to allow the Incident to be Resolved; re-commence (where relevant) when an Incident is reassigned to the Supplier by the DWP Service Desk.

Agreed Service Time	The Incident Resolution Service shall be available 24 hours per day, 365 days per year (366 days in a leap year)
Agreed Service Measurement Time	Incident Resolution shall be measured 24 hours per day, 365 days per year (366 days in a leap year).
Service Level Threshold	Fibre Circuit Network Access– <u>Redacted</u>
Increased Impact Service Level	Fibre Circuit Network Access– <u>Redacted</u>
Significant Failure Service Level	Fibre Circuit Network Access– <u>Redacted</u>

18. Quality

18.1 Not Used

18.2 Data Service

18.2.1 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.

18.3 Not Used

19. Severity Weightings

Service Level Name	Severity Weighting (%)
Network Access Service - Availability	<u>Redacted</u>
Service Request Provision Lead Times	
Network Access Service – CMDB Accuracy / Completeness	
Network Access Service - Severity Level 1 Incident Resolution	

PART B Annex 2: Critical Service Level Failure

20. 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 Significant Service Failure Level 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 and/or exercise its right to partial termination of this Call-Off Contract for material Default and/or seek damages in addition to any Service Credits which have already been accrued.

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, 1.3 and 3 of Part C of this Call-Off Schedule 14 (*Service Levels*) 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.

3. Performance Monitoring Reports

3.1 The tables below list the reports that comprise the Performance Monitoring Reports:

3.1.1 Service Level Reports

Service Level Reports			
Name of Report	Description	Frequency	Report Delivery Timescales
Network Access Services Availability	A measure of the percentage availability of the Network Access Service, within an SMP on a site by site basis. The Supplier shall retain and present historic data from the Commencement Date in each report.	Per SMP	10 Working Days
Fibre Network Access Service – Jitter	A measure of the success of inter-packet delay variation or jitter tests between Buyer Sites connected to the Fibre Network Access Service. The Supplier shall retain and present historic data from the Commencement Date in each report.	Per SMP	10 Working Days
Fibre Network Access Service – Round Trip Delay	A measure of the percentage success rate of Round Trip Delay tests for data traversing the network between Buyer Sites connected to the Fibre Network Access Service The Supplier shall retain and present historic data from the Commencement Date in each report.	Per SMP	10 Working Days

Fibre Network Access Service – IP Packet Loss Ratio	A measure of the Packet Loss of data transit via the Network Access Service between Buyer Sites connected to the Fibre Network Access Service.	Per SMP	Connectivity Service – IP Packet Loss Ratio
Configuration Management Database Accuracy / Completeness	A measure of the accuracy and completeness of the Configuration Items held in the Supplier's CMDB. The Supplier shall retain and present historic data from the Commencement Date in each report.	Quarterly	15 Working Days
Catalogue Request Provision Lead Times for Network Services	A measure of the percentage of Catalogue Requests for Network Access Services completed within agreed timescales.	Per SMP	10 Working Days
Severity Level 1 Incident Resolution	A measure of the percentage of Severity Level 1 Incidents assigned to the Supplier for resolution that are resolved within the time-scales by Incident Severity Level. The Supplier shall retain and present historic data from the Commencement Date in each report.	Per SMP	10 Working Days

3.1.2 KPI Reports

KPI Reports			
Name of Report	Description	Frequency	Report Delivery Timescales
Severity Level 2 Incident Resolution	<p>A measure of the percentage of Severity Level 2 Incidents assigned to the Supplier for resolution that are resolved within the time-scales by Incident Severity Level.</p> <p>The Supplier shall retain and present historic data from the Commencement Date in each report.</p>	Per SMP	10 Working Days
Severity Level 3 Incident Resolution	<p>A measure of the percentage of Severity Level 3 Incidents assigned to the Supplier for resolution that are resolved within the time-scales by Incident Severity Level.</p> <p>The Supplier shall retain and present historic data from the Commencement Date in each report.</p>	Per SMP	10 Working Days
Severity Level 4 Incident Resolution	<p>A measure of the percentage of Severity Level 4 Incidents assigned to the Supplier for resolution that are resolved within the time-scales by Incident Severity Level.</p> <p>The Supplier shall retain and present historic data from the Commencement Date in each report.</p>	Per SMP	10 Working Days

Root Cause Analysis	The number of Root Cause Analyses requested by the Buyer delivered within 10 Working Days of the resolution of the Problem occurring in the SMP.	Per SMP	10 Working Days
Billing Management Information Reports Delivery and Accuracy	A measure of the overall percentage accuracy of the monthly Billing Management Information Reports.	Per SMP	10 Working Days
Performance Monitoring Reports Provided on Time	To measure the timeliness of Performance Monitoring Reports delivery within an SMP. The Supplier shall retain and present historic data from the Commencement Date in each report.	Per SMP	10 Working Days
Successful Change Management	A measure of the overall percentage of changes successfully deployed by the Supplier, measured per SMP and per Contract Year.	Per SMP	10 Working Days
Internet Performance	The KPI shall comprise of 3 elements; border router performance, throughput performance and Comparative.	Per SMP	10 Working Days

PART C ANNEX 1: ADDITIONAL PERFORMANCE MONITORING REQUIREMENTS

4. Key Performance Indicators or KPIs

4.1 KPI 1 Severity Level 2 – Incident Resolution

KPI 1 Severity Level 2 Incident Resolution	
KPI Description	Severity Level 2 Incidents Assigned to the Supplier that are Resolved within e Assigned.
KPI Calculation	<p>$(A/B) * 100$ WHERE:</p> <p>A = the aggregate number of Severity Level 2 Incidents Assigned to the Supplier Resolved in the SMP within eight (8) hours (whether such Severity Level 2 Incidents were Assigned to the Supplier in that SMP or an earlier SMP).</p> <p>B = the aggregate number of Severity Level 2 Incidents Assigned to the Supplier in that SMP or an earlier SMP)</p> <p>For the avoidance of doubt, should the Supplier be investigating alongside any Supplier will retain the Incident and include time spent in the measurement calculation. Time during which the Incident was not Assigned to the Supplier in the Incident shall be excluded from the calculation, except where the Incident has been incorrectly assigned for resolution or where further information is required from any party and has been assigned. Changes to Severity Level:</p> <p>Should an Incident Severity Level be increased (e.g. from Severity Level 3 to 2):</p> <ul style="list-style-type: none"> the time occurring prior to the Severity Level being increased shall be discounted from this KPI; and the Supplier shall have the eight (8) hour period of time applicable to a Severity Level 2 Incident Resolution, such period of time commencing from the time at which the Severity Level is increased. <p>Should an Incident Severity Level be decreased (e.g. from Severity Level 1 to 2): the Supplier shall have the defined period of time applicable to the decreased Severity Level Incident Resolution, such period of time commencing from the time at which the Incident is Assigned.</p> <p>Measurement Period The time taken by the Supplier to achieve Resolution of each Incident assigned to the Supplier shall:</p> <ul style="list-style-type: none"> commence at the time that the Incident is Assigned by the DWP Service Desk end at the time that the Supplier informs the DWP Service Desk that they have completed activities to allow the Incident to be Resolved; re-commence (where relevant) when an Incident is reassigned to the Supplier <p>The KPI measurement time shall be 24 hours per day, 365 days per year (366 days per year).</p>
Reporting Period	Service Measurement Period
KPI Measure	Redacted

4.2 KPI 2 Severity Level 3 – Incident Resolution

KPI 2 Severity Level 3 Incident Resolution	
KPI Description	Severity Level 3 Incidents Assigned to the Supplier that are Resolved within two (2) Working Days of being Assigned.
KPI Calculation	<p>$(A/B) * 100$ WHERE:</p> <p>A = the aggregate number of Severity Level 3 Incidents Assigned to the Supplier that are Resolved in the SMP within two (2) Working Days (whether such Severity Level 3 Incidents were Assigned to the Supplier in that SMP or an earlier SMP).</p> <p>B = the aggregate number of Severity Level 3 Incidents Assigned to the Supplier in that SMP or an earlier SMP).</p> <p>For the avoidance of doubt, should the Supplier be investigating alongside another Supplier, the Supplier will retain the Incident and include time spent in the measurement calculation. Time during which the Incident was not Assigned to the Supplier in the Incident Resolution Period shall be excluded from the calculation, except where the Incident has been incorrectly Assigned for resolution or where further information is required from any party and has been Assigned to the Supplier.</p> <p>Changes to Severity Level:</p> <p>Should an Incident Severity Level be increased (e.g. from Severity Level 4 to Severity Level 3):</p> <ul style="list-style-type: none"> the time occurring prior to the Severity Level being increased shall be disregarded as set out in this KPI; the Supplier shall have the two (2) Working Days period of time applicable to Severity Level 3 to achieve Resolution, such period of time commencing from the time the Incident is Assigned to the Supplier; and should an Incident Severity Level be decreased (e.g. from Severity Level 3 to Severity Level 4), the Supplier shall have the defined period of time applicable to the decreased Severity Level above to achieve Resolution, such period of time commencing from the time the Incident is originally Assigned. <p>Measurement Period</p> <p>The time taken by the Supplier to achieve Resolution of each Incident Assigned to the Supplier shall:</p> <ul style="list-style-type: none"> commence at the time that the Incident is Assigned by the DWP Service Desk; end at the time that the Supplier informs the DWP Service Desk that the Incident has been Resolved; re-commence (where relevant) when an Incident is reassigned to the Supplier by the DWP Service Desk. <p>The KPI measurement time shall be 08:00 - 18:00 Monday to Friday excluding Public Holidays.</p>
Reporting Period	Service Measurement Period
KPI Measure	Redacted

4.3 KPI 3 Severity Level 4 – Incident Resolution

KPI 3 Severity Level 4 Incident Resolution	
KPI Description	Severity Level 4 Incidents Assigned to the Supplier that are Resolved within the SMP in which it was Assigned.
KPI Calculation	<p>$(A/B) * 100$</p> <p>WHERE:</p> <p>A = the aggregate number of Severity Level 4 Incidents Assigned to the Supplier that are Resolved in the SMP within three (3) Working Days of the date on which the Incident was Assigned to that SMP or an earlier SMP).</p> <p>B = the aggregate number of Severity Level 4 Incidents Resolved within the SMP in which the Level 4 Incidents were Assigned to the Supplier in that SMP or an earlier SMP.</p> <p>For the avoidance of doubt, should the Supplier be investigating alongside another Supplier, the Supplier will retain the Incident and include time spent in the measurement calculation. Time during which the Incident was not Assigned to the Supplier in the Incident Measurement Period shall be excluded from the calculation, except where the Incident has been incorrectly assigned to resolution or where further information is required from any party and has been assigned to the Supplier. Changes to Severity Level:</p> <p>Should an Incident Severity Level be decreased (e.g. from Severity Level 4 to Severity Level 3), the Supplier shall have the defined period of time applicable to the decreased Severity Level. Should an Incident be assigned to Resolution, such period of time commencing from the time at which the Incident is Assigned to the Supplier Measurement Period</p> <p>The time taken by the Supplier to achieve Resolution of each Incident Assigned to the Supplier shall:</p> <ul style="list-style-type: none"> • commence at the time that the Incident is Assigned by the DWP Service Desk • end at the time that the Supplier informs the DWP Service Desk that the Incident has been resolved or activities to allow the Incident to be Resolved; • re-commence (where relevant) when an Incident is reassigned to the Supplier <p>The KPI measurement time shall be 08:00 - 18:00 Monday to Friday excluding public holidays.</p>
Reporting Period	Service Measurement Period
KPI Measure	Redacted

4.4 KPI 4 Root Cause Analysis

KPI 4 Root Cause Analysis	
KPI Description	The number of Root Cause Analyses requested by the Buyer delivered within of a Major Incident which the analyses relate, and as accepted by the Buyer v analysis and proposed action plans, expressed as a percentage of the total n requested by the Buyer during the SMP in question.
KPI Calculation	$\frac{A}{B} \times 100\%$ <p>Where: A = The number of Root Cause Analyses requested by the Buyer delivered w resolution of the Major Incident occurring in the SMP in question, and a comment. B = The total number of Root Cause Analyses requested by the Buyer followi and scheduled for delivery in the SMP in question in accordance with th</p>
Reporting Period	Service Measurement Period.
KPI Measure	Redacted

4.5 KPI 5 Billing Management Information Reports Delivery and Accuracy

KPI 5 Billing Management Information Reports Delivery and Accuracy	
KPI Description	A measure of the overall percentage accuracy of the monthly Billing Management Information Reports
KPI Calculation	<p>Accuracy of the Billing Management Information Reports for each SMP shall be calculated by subtracting the total volume of errors attributable to the Supplier in the Invoicing Query from the total number of invoices raised in the SMP as listed on the "Total Invoices Report". This shall be expressed as a percentage of the total number of invoices raised in the Invoices Report".</p> <p>i.e.</p> $\% \text{ accuracy of Billing Management Information Reports for the SMP} = (A-B) / A$ <p>A = the total number of invoices raised in the SMP as listed on the "Total Invoices Report" and</p> <p>B = the total volume of errors attributable to the Supplier in the Invoicing Query. Invoices and/or the Billing Management Information errors shall be classified as follows:</p> <p>Billing Management Information Reports not delivered within ten (10) Working Days:</p> <ol style="list-style-type: none"> Invoice and associated Billing Management Information Reports not delivered within ten (10) Working Days; Invoice volume which does not match the Billing Management Information Reports; Activations/deactivations for a Resource Unit failing the opening / closing of the SMP; Any reported usage of Resource Units at closed Sites; Invoices raised for Services which the Buyer is disputing; Other reasons not contained above
Reporting Period	Service Measurement Period
KPI Measure	Redacted

4.6 KPI 6 Performance Monitoring Reports Provided On Time

KPI 6 Performance Monitoring Reports Provided On Time	
KPI Description	A measure of the timeliness of Performance Monitoring Report delivery within (SMP) expressed as a percentage of Performance Monitoring Reports for a S Buyer within the timescales stated in Schedule 6.6 (<i>Records Provisions and M</i>
KPI Calculation	$\frac{A}{B} \times 100\%$ <p>Where: A = The number of Performance Monitoring Reports delivered within the KPI question. B = The total number of Performance Monitoring Reports delivered in the SMP</p>
Reporting Period	Service Measurement Period
KPI Measure	<u>Redacted</u> of Performance Monitoring Reports provided by the agreed date.

4.7 KPI 7 Successful Change Management

KPI 7 Successful Change Management	
KPI Description	Measurement of the overall effectiveness of the Changes deployed by the
KPI Calculation	$\frac{A}{B} \times 100$ <p>WHERE: A = the aggregate number of Changes successfully deployed by the Supplier Measurement Period with a closure code of CAT 1 or CAT 2 as such a Management Policies and Procedures. B= the aggregate number of Changes deployed (both successfully and unsuccessful) each Service Measurement Period. The definition of what constitutes a successful change are defined in the C Procedures</p>
Reporting Period	Service Measurement Period
KPI Measure	<u>Redacted</u>

4.8 KPI 8 Internet Gateway Performance

KPI 8 Internet Gateway Performance	
KPI Description	<p>The KPI shall comprise of 3 elements (as set out below) which shall be measured on the 1st day of each SMP and measurement shall cover the previous SMP. The measurements shall commence following the first full SMP. For example, if the Internet Gateway service commences on 1 February 2021, the first measurement shall be taken on the 1st April 2021.</p>
KPI Calculation	<p>Measurement 1 – Border Router Performance AIM: To ensure that the border router is performing its function correctly and that its performance is not substantially different to that of other routers or above what it would be ready to handle under normal load it is conveying.</p> <p>The Supplier shall examine the following parameters (and such other parameters as may be required):</p> <ul style="list-style-type: none"> a) CPU load b) Memory Utilisation c) Packets dropped <p>Where multiple border routers are in use, the measured parameters shall be averaged across all border routers measured for each border router by 30%. If the variance is less than 30% between border routers the Measurement 1 of this KPI is being met.</p> <p>Measurement 2 – Throughput Performance AIM: To ensure that the bearers are configured correctly and that they are operating at the maximum capacity of the border router.</p> <p>A measurement of the BT Net Circuit capacity and the MPLS capacity for each bearer shall be taken:</p> <ul style="list-style-type: none"> a) These values should be very close to each other and have less than 30% variance between Net bearer and the MPLS bearer. <p>Measurement 3 - Comparative AIM: To ensure that the bearers are taking broadly equal load across the border routers.</p> <p>An examination of the individual values for Measurement 2.</p> <ul style="list-style-type: none"> a) Where multiple border routers are in use, the measured parameters shall be averaged across all border routers measured for each border router by 30%. If the variance between border routers is less than 30% the Measurement 3 of this KPI is being met. <p>The initial variance parameters for the border routers and associated bearers shall be determined when the solution is in full service and the exact nature of the traffic is understood. The parameters used at the start of the internet border router service will be reviewed at the end of a period of 3 calendar months from the start of the internet border router service and shall be adjusted if reasonably required by either party (acting reasonably). The Buyer shall be required in the event that additional border router pairs are added or if there is a significant increase in volume of traffic or traffic profile occurs of 20% or more.</p> <p>Notwithstanding the Buyers right afforded in Paragraph 4 of this Schedule, the Buyer hereby accepts that this KPI will remain a KPI throughout the Contract Period.</p>

Reporting Period	Service Measurement Period
KPI Measure	As outlined in KPI Calculation

Call-Off Schedule 15 (Call-Off Contract Management)

14. Definitions

- 14.1 In this Schedule, which shall apply only where so specified by a Buyer that has undertaken a Further Competition, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Project Manager" the manager appointed in accordance with paragraph 2.2 of this Schedule;

15. Project Management

- 15.1 The Supplier and the Buyer shall each appoint an Authorised Representative for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day (Supplier Authorised Representative).
- 15.2 During the implementation of Services the Supplier and the Buyer shall each appoint a Project Manager for the purposes of managing the implementation of the Services detailed within Call Off Schedule 13 Implementation Plan and Testing day-to-day. A Project Manager may also be appointed to support a Project(s) for new services as outlined in Joint Schedule 2 (Variation (Annex 1, Operational Change)).
- 15.3 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.
- 15.4 Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.
- 15.5 Each Party shall appoint a senior manager who will act as the escalation point in respect of issues arising in respect of failures pursuant to obligations set out in clause 1.2 of Joint Schedule 2 (Variation, Annex 1 Operational Change).

16. Role of the Supplier Contract Manager

- 16.1 The Supplier's Contract Manager shall be:
- 16.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;
 - 16.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and

it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;

16.1.3 able to cancel any delegation and recommence the position himself; and

16.1.4 replaced only after the Buyer has received notification of the proposed change.

16.2 The Buyer may provide revised instructions to the Supplier's Contract Manager in regards to the Contract and it will be the Supplier's Contract Manager responsibility to ensure the information is provided to the Supplier and the actions implemented.

16.3 Receipt of communication from the Supplier's Contract Manager by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

17. Contract Risk Management

17.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.

17.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:

17.2.1 the identification and management of risks;

17.2.2 the identification and management of issues; and

17.2.3 monitoring and controlling project plans.

17.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.

17.4 The Supplier will maintain a risk register of the risks relating to the Call Off Contract which the Buyer's and the Supplier have identified.

18. Role of the Operational Board

18.1 The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.

18.2 The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in the Order Form.

18.3 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.

18.4 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible)

and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.

- 18.5 The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

Annex: Contract Boards

The Parties agree to operate the following boards at the locations and at the frequencies set out below:

The Parties shall establish the Contract Management structure which comprises the following Contract Boards:

- **Supplier Governance Board** (**Definition:** means the governance board involving the representatives of the Buyer and Supplier and which will be established as outlined in Call Off Schedule 15 (Contract Management) At the Call Off Start Date the Supplier Governance Board is not a confirmed meeting. If it is deemed relevant for the Contract and relationship (confirmed by the Buyer), both Parties will support this additional meeting for supplier relationship management.
- **Commercial and Services Board** (**Definition:** Means the Board of that name established in accordance with Call Off Schedule 15 (Contract Management)
- **Exit and Transition Board** (**Definition:** Means the Board of that name established in accordance with Call Off Schedule 15 (Contract Management)
- **Services Board** (**Definition:** Means the Board of that name established in accordance with Call Off Schedule 15 (Contract Management)

Supplier Governance Board. At the Call Off Start Date the Supplier Governance Board is not a confirmed meeting. If it is deemed relevant for the contract and relationship (confirmed by the Buyer), both parties will support this additional meeting for supplier relationship management.

Buyer Authority members	IT Executive Supplier Lead - (Chair) CSD Director ITPD Director CTO Director ITD Director Appropriate representatives from Finance and Commercial Directorate
Supplier members	VP UK EMEA (as appropriate) Head of Central Government Contract

Supplier Governance Board. At the Call Off Start Date the Supplier Governance Board is not a confirmed meeting. If it is deemed relevant for the contract and relationship (confirmed by the Buyer), both parties will support this additional meeting for supplier relationship management.	
	Account Finance Director (as appropriate) PMO Director Service Director Commercial and Legal (as appropriate) Other Supplier Representatives (as appropriate)
Responsibilities and Functions	Review the relationship between the Buyer and the Supplier. Monitor the alignment of the Buyer and Supplier objectives. Provide direction on activities to drive improvements to the health and quality of the relationship Track delivery against the jointly agreed initiatives following the value assessment which identifies opportunities from the Commercial and Services Board to maximise value from the relationship. Review the Supplier scorecard to understand how the Supplier is performing against its key metrics. Serve as an executive escalation forum to resolve issues which have not been resolved at the boards below it. Establish and communicate delivery priorities, based on the needs of the business groups. Review Supplier performance to ensure that aggregate IT service delivery reasonably meets the needs of the business groups. Carry out activities in relation to audit reviews carried out in accordance with this Agreement as appropriate.
Frequency	Quarterly

Commercial & Services Board	
Buyer members	<p>Chair:</p> <p>Head of Commercial Directorate Networks Category Team</p> <p>either/or</p> <p>Head of Technology Services Network Services Team</p> <p>Commercial Directorate & Digital Group leads for:</p> <p>RM38083 Network Access Service</p> <p>Other Commercial Directorate functions / teams (as appropriate)</p> <p>Other Digital Group functions / teams (as appropriate)</p> <p>Finance Business Partner(s) (as appropriate)</p>
Supplier members	<p>Commercial Director</p> <p>Head of Central Government Contract</p> <p>Contract Specialist</p> <p>Other Supplier Representatives (as appropriate)</p>
Responsibilities and Functions	<p>Monitor the overall commercial and operational service relationship between the Buyer and Supplier in relation to services provided under the RM3808 Network Access Service contract</p> <p>Monitor overall delivery of services under this contract including management of escalations received from:</p> <ul style="list-style-type: none"> Service Reviews <p>Resolve wherever possible all major financial, commercial and service issues relating to the contract and, if these cannot be resolved, agree escalations to the Supplier Governance Board</p> <p>Provide focus and further strengthen supplier performance management through review of the supplier performance scorecard and agreement of remediation plans and options to prevent and recurrence of continued poor performance</p> <p>Manage the provision and continuity of services provided by Sub-Suppliers and third parties in relation to the Agreements</p> <p>Monitor the alignment of the Buyer and Supplier commercial and service objectives, taking a pro-active view of impacts, stakeholder management and communication issues</p>

	<p>Maintain a collective and consistent view of compliance against all contract obligations; ensure implementation of best practice in contract and compliance management and agree actions and improvement plans as appropriate</p> <p>Maintain an overview of contract change control; assess and manage the impact of any approved or planned changes to the terms of the Agreements, including potential changes to Service Levels and Key Performance Indicators</p> <p>Review the Buyer commercial risk register and manage any risk escalations</p> <p>Discuss any diversity and equality issues in relation to provision of services under the contract by the Supplier, Sub-Suppliers and third parties</p>
Frequency	Monthly

Exit and Transition Board	
Buyer members	<p>NAS Lead (Chair)</p> <p>Service Manager</p> <p>IT Commercial Directorate</p> <p>IT Future Design</p> <p>IT Exit Manager (when Exit activities are to be activated)</p> <p>Replacement Supplier(s) (as necessary)</p>
Supplier members	<p>Service Director</p> <p>Technical Director</p> <p>Head of Commercial Operations</p> <p>Exit Manager</p>
Responsibilities and Functions	<p>Develop a strategy for exit and transition.</p> <p>Manage and review the Exit Plan.</p>

	<p>Oversee the implementation of the Exit Plan until the conclusion of all activities set out in the Exit Plan.</p> <p>Review the associated Registers.</p> <p>Review progress on the Transition Strategy.</p> <p>Assess the impact of further technology refresh triggers.</p> <p>Manage the Transferring Asset Register.</p>
Frequency	As required in order to effectively manage updates and implementation of the Exit Plan.

Services Board	
Buyer members	<p>NAS Lead</p> <p>Supplier Performance Manager</p>
Supplier members	<p>Service Manager</p> <p>Other Supplier nominated representative(s) (as appropriate)</p>
Responsibilities and Functions	<p>Cover Performance Review during the preceding calendar month.</p> <p>a) review the Supplier's performance against Service Levels and KPIs set out in Call Off Schedule 14 (<i>SLA's</i>);</p> <p>b) review all Service Credits due under Call Off Schedule 14 (<i>Service Levels</i>);</p> <p>c) review any draft supplier performance remediation plans submitted by the Supplier to improve their performance (as appropriate).</p>
Frequency	Monthly

Call-Off Schedule 16 (Benchmarking)

5. Definitions

5.1 In this Schedule, the following expressions shall have the following meanings:

"Benchmarked Rates"	the Charges for the Benchmarking Deliverables;
"Benchmarking"	a neutral and independent third party with knowledge and experience of financial matters in relation to the Benchmarking Deliverables;
"Benchmark Review"	a review of the Deliverables carried out in accordance with this Schedule to determine whether those Deliverables represent Good Value;
"Benchmarking Deliverables"	any Deliverables included within the scope of a Benchmark Review pursuant to this Schedule;
"Comparable Rates"	rates payable by the Comparison Group for Comparable Deliverables that can be fairly compared with the Charges;
"Comparable Deliverables"	deliverables that are identical or materially similar to the Benchmarking Deliverables (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Deliverables exist in the market, the Supplier shall propose an approach for developing a comparable Deliverables benchmark;
"Comparison Group"	a sample group of organisations providing Comparable Deliverables which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which, are best practice organisations;
"Equivalent Data"	data derived from an analysis of the Comparable Rates and/or the Comparable Deliverables (as applicable) provided by the Comparison Group;

"Good Value"	that the Benchmarked Rates are within the Upper Quartile; and
"Upper Quartile"	in respect of Benchmarked Rates, that based on an analysis of Equivalent Data, the Benchmarked Rates, as compared to the range of prices for Comparable Deliverables, are within the top 25% in terms of best value for money for the recipients of Comparable Deliverables.

6. When you should use this Schedule

- 6.1 This Schedule shall apply where so specified by a Buyer that has undertaken a Further Competition.
- 6.2 The Supplier acknowledges that the Buyer wishes to ensure that the Deliverables, represent value for money to the taxpayer throughout the Contract Period.
- 6.3 This Schedule sets to ensure the Contracts represent value for money throughout and that the Buyer may terminate the Contract by issuing a Termination Notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in Paragraphs 3 of this Schedule.
- 6.4 Amounts payable under this Schedule shall not fall with the definition of a Cost.

7. Benchmarking

7.1 How benchmarking works

- 7.1.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.
- 7.1.2 The Buyer may, by written notice to the Supplier, require a Benchmark Review of any or all of the Deliverables.
- 7.1.3 The Buyer shall not be entitled to request a Benchmark Review during the first six (6) Month period from the Contract Commencement Date or at intervals of less than twelve (12) Months after any previous Benchmark Review.
- 7.1.4 The purpose of a Benchmark Review will be to establish whether the Benchmarked Deliverables are, individually and/or as a whole, Good Value.
- 7.1.5 The Deliverables that are to be the Benchmarked Deliverables will be identified by the Buyer in writing.
- 7.1.6 Upon its request for a Benchmark Review the Buyer shall nominate a Benchmarker. The Supplier must approve the nomination within ten (10) Working Days unless the Supplier provides a reasonable explanation for rejecting the appointment. If the appointment is rejected then the Buyer may propose an alternative Benchmarker. If

the Parties cannot agree the appointment within twenty (20) days of the initial request for Benchmark review then a Benchmarker shall be selected by the Chartered Institute of Financial Accountants.

- 7.1.7 The cost of a Benchmarker shall be borne by the Buyer (provided that each Party shall bear its own internal costs of the Benchmark Review) except where the Benchmark Review demonstrates that the Benchmarked Service and/or the Benchmarked Deliverables are not Good Value, in which case the Parties shall share the cost of the Benchmarker in such proportions as the Parties agree (acting reasonably). Invoices by the Benchmarker shall be raised against the Supplier and the relevant portion shall be reimbursed by the Buyer.

7.2 Benchmarking Process

- 7.2.1 The Benchmarker shall produce and send to the Buyer, for Approval, a draft plan for the Benchmark Review which must include:
- (a) a proposed cost and timetable for the Benchmark Review;
 - (b) a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and
 - (c) a description of how the Benchmarker will scope and identify the Comparison Group.
- 7.2.2 The Benchmarker, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking.
- 7.2.3 The Buyer must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the Benchmarker and the Supplier whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the Benchmarker must produce an amended draft plan and this Paragraph 3.2.3 shall apply to any amended draft plan.
- 7.2.4 Once both Parties have approved the draft plan then they will notify the Benchmarker. No Party may unreasonably withhold or delay its Approval of the draft plan.
- 7.2.5 Once it has received the Approval of the draft plan, the Benchmarker shall:
- (a) finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Benchmarker's professional judgment using:
 - (i) market intelligence;
 - (ii) the Benchmarker's own data and experience;
 - (iii) relevant published information; and

- (iv) pursuant to Paragraph 7.2.7 below, information from other suppliers or purchasers on Comparable Rates;
 - (b) by applying the adjustment factors listed in Paragraph 7.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
 - (c) using the Equivalent Data, calculate the Upper Quartile;
 - (d) determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.
- 7.2.6 The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the Benchmarker in order to undertake the benchmarking. The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.
- 7.2.7 In carrying out the benchmarking analysis the Benchmarker may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:
- (a) the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
 - (b) exchange rates;
 - (c) any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

7.3 Benchmarking Report

- 7.3.1 For the purposes of this Schedule "**Benchmarking Report**" shall mean the report produced by the Benchmarker following the Benchmark Review and as further described in this Schedule;
- 7.3.2 The Benchmarker shall prepare a Benchmarking Report and deliver it to the Buyer, at the time specified in the plan Approved pursuant to Paragraph 7.2.3, setting out its findings. Those findings shall be required to:
- (a) include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole are, Good Value;
 - (b) if any of the Benchmarked Deliverables are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Deliverables as a whole Good Value; and
 - (c) include sufficient detail and transparency so that the Buyer can interpret and understand how the Benchmarker has calculated whether or not the Benchmarked Deliverables are, individually or as a whole, Good Value.

- 7.3.3 The Parties agree that any changes required to this Contract identified in the Benchmarking Report shall be implemented at the direction of the Buyer in accordance with Clause 24 (Changing the contract).

Call-Off Schedule 20 – Call-Off Specification

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyer under this Call-Off Contract. These are set out in the Responsibility Matrix below.

1 RESPONSIBILITY MATRIX OVERVIEW

- 1.1 The Responsibility Matrix sets out the obligations of the Supplier in respect of the Services and the responsibilities of the Buyer (if any) in respect of each such obligation.
- 1.2 The Services comprise a number of key functions specified at level 1 of the Responsibility Matrix.
- 1.3 Each of the key functions at level 1 comprises a number of subsidiary functions specified at level 2 in the Responsibility Matrix.
- 1.4 The entries at level 1 and level 2 of the Responsibility Matrix are headings, for convenience only and shall not affect the interpretation or construction of this Schedule 20 (*Call-Off Specification*).
- 1.5 The obligations of the Supplier in respect of each level 2 heading are described in the form of outputs at level 3 together with any qualifications as to how the Supplier meets each level 3 obligation which are, where applicable, specified at level 4 in the Responsibility Matrix.
- 1.6 The Supplier shall perform all obligations at level 3 and shall perform or comply with all qualifications specified at level 4 from the relevant Commencement Date.
- 1.7 Subject to paragraph 1.8, how the Supplier meets each level 3 obligation shall be at the sole discretion of the Supplier except to the extent of any qualifications specified at level 4 in respect of that obligation. For the purposes of paragraph 1.6 and this paragraph 1.7, all of the provisions at level 4 are "qualifications".
- 1.8 Nothing in paragraph 1.7 shall in any way limit the obligation of the Supplier to meet its obligations relating to the Services specified elsewhere in this Agreement.

2 BUYER RESPONSIBILITIES

- 2.1 The Buyer Responsibilities (if any) in respect of each output from the Supplier specified at level 3 in the Responsibility Matrix are specified at level 5 in the Responsibility Matrix.
- 2.2 The Buyer has no responsibilities to the Supplier in respect of the Services other than those specified at level 5 in the Responsibility Matrix.
- 2.3 If, and to the extent that, the performance of any level 3 or level 4 obligation by the Supplier is Delayed by reason of any failure by the Buyer or by its employees or authorised agents to perform a level 5 responsibility specified in the Responsibility Matrix in relation to such level 3 or level 4 obligation

(a "level 5 failure")

the Supplier shall be entitled to the rights and reliefs in accordance with PSC - Core Terms v3.0.6 Para 5.1 "Supplier non-performance arises from an Authority cause".

This paragraph 5.1 shall provide the Supplier's exclusive remedy in respect of any level 5 failure under this Agreement.

- 2.4 Wherever the Buyer is obliged pursuant to this Agreement to procure the provision of any products, services, information, guidance, support and/or assistance from any Service Provider that is, at the relevant time:

- 2.4.1 a member of the Supplier Group:

2.4.1.1 *the Buyer shall be deemed to have procured such products, services, information, guidance, support and/or assistance sufficient to enable the Supplier to perform its obligations save to the extent that the procurement requires a purchase to be made by the Buyer whether of products or services or otherwise in which case the Supplier shall provide all the information and assistance as is reasonably necessary to enable the Buyer to make that purchase; and*

2.4.1.2 *except where the exemption set out in paragraph 2.4.1.1 applies, if that Service Provider is the Supplier, there shall, in addition, be deemed to be an obligation to be performed by the Supplier (each such obligation being referred to herein as a “**Deemed Obligation**”) included in the Responsibility Matrix to provide such products, services, information, guidance, support and/or assistance to the Supplier; or*

- 2.4.2 not a member of the Supplier Group, the Buyer shall procure from such Service Provider (to the extent and within such timescales as are necessary to enable the Supplier to perform the related level 3 or level 4 obligation in question) the relevant products, services, information, guidance and/or assistance, as appropriate.

- 2.5 The Supplier shall communicate, liaise and co-operate with all Service Providers and/or other Service Providers and in respect of all Service Providers that are not the Supplier, shall use reasonable endeavours to resolve any failures to provide products, services, information, guidance, support and/or assistance that the Buyer is required to procure from them pursuant to this Agreement, without the need to involve the Buyer.
- 2.6 If the Supplier is unable to resolve any failure or delay of a Service Provider pursuant to paragraph 2.5, it shall refer such failure or delay to the Buyer or its designated agent for resolution in accordance with Clause 34 (Resolving Disputes) of the Public Sector Contract Core Terms.
- 2.7 Paragraph 2.4.1.2 and each Deemed Obligation brought into effect by that paragraph 2.4.1.2 shall survive termination of this Agreement for any reason, notwithstanding that the obligation of the Buyer to procure the products, services, information, guidance, support and/or assistance to which each Deemed Obligation relates shall not survive such termination.

3 GENERAL

- 3.1 The numbering of Buyer requirements does not denote any relative importance.
- 3.2 The headings are for information and ease of use only, they have (or shall have) no contractual significance.

4 RESPONSIBILITY MATRIX

Requirement Number	Level	Requirement
1	L1	Network Access Services
1.1	L2	Fibre Network Access Services
1.1.1	L3	The Supplier shall plan, design, install, test, provide and manage a network access service that interconnects Buyer nominated sites with each other over a "Private (any-any) VPN", and provides Internet connectivity to each nominated site. The Supplier shall include all physical infrastructure and software as necessary, including network termination unit equipment, NAS Switch and associated ethernet cable(s), network access circuits, WAN backbone, VPN services, IP address management. Such Service to be called the "Fibre Network Access Services".
1.1.1.1	L5	The Buyer and/or its representatives will comply with its obligations in Call Off Schedule 13 Implementation Plan and Testing and provide access to Site and approve the Deliverables within a timely manner.
1.1.1.2	L5	The Buyer shall raise an appropriate Service Request, as required, for additional Fibre Network Access Services to a Site, or for amendments to the Fibre Network Access Service at an existing Site.
1.1.2	L3	The Supplier shall be responsible for providing, installing and maintaining the NAS Switch at each site and connecting these to the Supplier network termination unit equipment at each site.
1.1.2.1	L5	The Buyer shall be responsible for ensuring that the Sites are ready for the Supplier to deliver the SD WAN and Switch including the provision of rack space and/or power at the Sites.
1.1.3	L3	The Supplier shall enable the Fibre Network Access Service to provide up to 6, as specified by the Buyer, private VPN's.
1.1.3.1	L4	The Supplier shall ensure that the Fibre Network Access Service private VPN's only allow Buyer sites to have visibility of and connect to other Buyer sites.
1.1.3.2	L4	The Supplier shall ensure that the Fibre Network Access Service private VPNs support an any-to-any connectivity topology.
1.1.4	L3	The Supplier shall ensure that the Fibre Network Access Service supports a public VPN for Internet access.
1.1.4.1	L4	The Supplier shall enable the Fibre Network Access Service to provide a public VPN to connect directly to a UK based Internet peering location, such as London Internet Exchange (LINX) or London-based Internet Exchange point (LONAP) or equivalent.
1.1.4.2	L4	The Supplier shall ensure that there is no contention on the Fibre Network Access Service infrastructure between the Suppliers Provider Edge and the Internet peering location.
1.1.4.3	L4	The Supplier shall ensure that the Fibre Network Access Service allows the Buyer to privately peer with other networks, as required by the Buyer, via the public VPN.
1.1.5	L3	The Supplier shall ensure that the core infrastructure supporting the Fibre Network Access Service has no single points of failure.
1.1.6	L3	The Supplier shall ensure that QoS marking (DSCP / Diffserve) is honoured across the Fibre Network Access Services.

Requirement Number	Level	Requirement
1.1.6.1	L4	<p>The Supplier shall ensure that the Fibre Network Access Service Private VPNs provide the ability to assign an application's network traffic to one (1) of a range of at least six (6) available Service Classes, including classes supporting real-time traffic such as voice and video. The Supplier shall ensure the Fibre Network Access Service honours the marking and prioritises traffic into the Service Classes as required by the Buyer, based on:</p> <ul style="list-style-type: none"> • Source Service Class classification; or • Source Differential Services Code Point (DSCP) classification; or • Source or destination application identifiers; or • Source or destination IP address.
1.1.7	L3	The Supplier shall provide applicable evidence to support the Buyers security assurance process and approval from the relevant Buyer security groups, boards and external government authorities for the Fibre Network Access Service.
1.1.8	L3	Where the Buyer specifies more than one VPN to be delivered to a single Site, the Supplier shall ensure that separate QoS marking and QoS allocations can be applied to each VPN.
1.1.9	L3	The Supplier shall deliver the Fibre Network Access Service to the Service Levels and KPI's specified in Call-Off Schedule 14 (<i>Service Levels</i>)
1.1.10	L3	The Supplier shall deliver a Fibre Network Access Service that supports IPSec.
1.1.11	L3	Intentionally left blank
1.1.11.1	L3	Intentionally left blank
1.1.12	L3	<p>The Supplier shall provide a range of resilience options for the Fibre Network Access Service, including, but not limited to:</p> <ul style="list-style-type: none"> • Non-Resilient WAN Access; • Resilient WAN Access; • Fully Resilient WAN Access, and; • Split Site Fully Resilient WAN Access
1.1.13	L3	<p>For all resilience options, the Supplier shall provide a range of access circuit capacity options for the Fibre Network Access Service, including, but not limited to:</p> <ul style="list-style-type: none"> • 100Mb/s Bearer; • 1Gb/s Bearer; • 10Gb/s Bearer.
1.1.13.1	L4	For 100Mb/s bearers the Supplier shall present 10/100BaseT interface(s).
1.1.13.2	L4	For 1Gb/s bearers the Supplier shall present 1000BaseSx interface(s).
1.1.13.3	L4	For 10Gb/s bearers the Supplier shall present using SFP-10G-SR or SFP-10G-LR transceivers.
1.1.13.4	L5	The Buyer shall confirm the type of transceiver required for each location.

Requirement Number	Level	Requirement
1.1.14	L3	Where not the default configuration, as an option and on request of the Buyer, the Supplier shall present two (2) physical interfaces at the network termination unit equipment or NAS Switch. One (1) interface shall present the Private VPN(s) as an 802.1q trunk interface, and one (1) interface shall present the Public VPN as a standard Ethernet Access port.
1.1.14.1	L4	For sites with dual access circuits, the Supplier shall ensure that the network termination unit equipment is resilient and does not present a single point of failure. For each unique bearer there will be a unique NTE
1.1.14.2	L5	The Buyer shall be responsible for ensuring that the Sites are ready for the Supplier to deliver the bearer, which may include provision of rack space, power, and to obtain relevant consents, licences, permissions and authorisations the Supplier needs to do the install, and where necessary support the Supplier to obtain building way-leaves or landlord's permission issues.
1.1.15	L3	The Supplier shall provide, as an option and on request of the Buyer, the ability to limit the amount of usable bandwidth available to the Buyer to an amount below the access circuit capacity at any individual Site.
1.1.15.1	L4	Where the Supplier has limited the amount of bandwidth available to the Buyer on a bearer, the charges for that bearer shall be reduced accordingly and in line with the Schedule 5 (<i>Pricing Details</i>).
1.1.16	L3	For private VPNs provided on the Fibre Network Access Service, the Supplier shall configure BGP routing with the Buyer Customer Edge appliance to allow the exchange of IP routes and enable IP connectivity via the Private VPN(s).
1.1.17	L3	For the private VPN(s) provided on the Fibre Network Access Service, the Supplier shall allocate RFC1918 IP addresses for use by the Buyer from RFC1918 IP address range(s) as nominated by the Buyer.
1.1.18	L3	The Supplier shall NOT use the Buyer's existing BGP Autonomous System Numbers (ASNs) for its own equipment
1.1.18.1	L5	The Buyer will provide the Supplier with a list of Buyer allocated ASNs.
1.1.19	L3	For the public VPN provided on the Fibre Network Access Service, the Supplier shall, as an option and on request of the Buyer, configure BGP routing with the Buyer Customer Edge appliance to allow the exchange of IP routes and enable IP connectivity via the Public VPN.
1.1.20	L3	For the public VPN provided on the Fibre Network Access Service, the Supplier shall assign a static IP Internet address up to a "/28 range" for the Buyer Customer Edge Equipment. These IP addresses (and any changes) need to be communicated to the Buyer.
1.1.21	L3	For the public VPN provided on the Fibre Network Access Service, the Supplier shall provide a default route to the Internet and IP connectivity between the Buyer Customer Edge equipment and the Internet.
1.1.22	L3	For the public VPN provided on the Fibre Network Access Service, the Supplier shall allocate IP addresses for use by the Buyer from the Buyer's RIPE registered public IPv4 address ranges or other ranges as nominated by the Buyer.
1.1.22.1	L4	The Supplier, as an option and on request, shall support the Buyer in the introduction of IPv6 addressing into Buyer environment where this is requested.

Requirement Number	Level	Requirement
1.1.23	L3	The Supplier shall provide the Buyer with SNMP read access to all Customer Premise Equipment (CPE) provided by the Supplier in support of the Fibre Network Access Service, including but not limited to Network Termination Equipment
1.2	L2	Broadband Network Access Service (Commodity Service)
1.2.1	L3	The Supplier shall plan, design, install, test and provide a broadband network access service that connects Buyer nominated Sites to the Internet. This service is managed by the Buyer via a standard product portal for requests and incidents. The Supplier shall include all physical infrastructure and software as necessary, including PSTN subscriber line, broadband router, network termination unit equipment and associated cable(s) presenting an RJ45 100M Ethernet port for connection to the Buyer Customer Edge equipment. Such Service to be called the "Broadband Network Access Service" and shall be delivered from the Contract Start Date to Sites as specified by the Buyer.
1.2.1.1	L5	The Buyer shall be responsible for providing, installing and managing the network customer premise equipment to connect to the Broadband Network Access Service router RJ45 Ethernet Port.
1.2.2	L3	The Supplier shall ensure that the Supplier provided broadband network router capabilities include, but are not limited to: <ul style="list-style-type: none"> • Network Address Translation (NAT) • LAN DHCP Server • SNMPv3 Support • 10/100/1000BaseT Ethernet LAN port • Boarder Gateway Protocol (BGP) • Support for IPv6
1.2.2.1	L4	The Supplier shall ensure that the Supplier provided broadband network router capacity does not limit or reduce the Broadband Network Access Service bandwidth available to the Buyer.
1.2.3	L3	The Supplier shall ensure that the Broadband Network Access Service allows Network Address Translation to be implemented at the request of the Buyer.
1.2.3.1	L5	The Buyer shall raise an appropriate Service Request, as required, for additional Broadband Network Access Services to a Site, or for amendments to the Broadband Network Access Service at an existing Site.
1.2.4	L3	Intentionally left blank
1.2.4.1	L4	Intentionally left blank
1.2.4.2	L4	Intentionally left blank
1.2.5	L3	As an option, the Supplier shall ensure the Broadband Network Access Service supports static IP addresses.
1.2.6	L3	The Supplier shall ensure that a maximum contention ratio of 10:1 is applied to the Public VPN on the Broadband Network Access Service.
1.2.7	L3	The Supplier shall provide the Broadband Network Access Service with unlimited download and upload.

Requirement Number	Level	Requirement
1.2.8	L3	Intentionally left blank
1.2.9	L3	Where the Broadband Network Access Service provides Internet access, the Broadband Network Access Service shall provide a default route to the Internet and IP connectivity between the Buyer Customer Edge equipment and the Internet.
1.2.10	L3	Intentionally left blank
1.3	L2	Broadband Network Access Service (Bespoke Broadband Managed Service - optional)
1.3.1	L3	The Supplier shall plan, design, install, test, provide and manage a broadband network access service that connects Buyer nominated Sites either to the Network Access Service or to the Internet. The Supplier shall include all physical infrastructure and software as necessary, including PSTN subscriber line, broadband router, network termination unit equipment and associated cable(s) presenting an RJ45 100M Ethernet port for connection to the Buyer Customer Edge equipment. Such Service to be called the "Broadband Network Access Service" and shall be delivered from the Commencement Date to Sites as specified by the Buyer.
1.3.2	L5	The Buyer shall be responsible for providing, installing and managing the network customer premise equipment to connect to the Broadband Network Access Service router RJ45 Ethernet Port.
1.3.3	L3	<p>The Supplier shall ensure that the Supplier provided broadband network router capabilities include, but are not limited to:</p> <ul style="list-style-type: none"> • Network Address Translation (NAT) • LAN DHCP Server • SNMPv3 Support • 10/100/1000BaseT Ethernet LAN port • LAN 802.1q support Open Shortest Path First (OSPF) routing protocol • Boarder Gateway Protocol (BGP) • Support for IPv6 <p>QoS Support for Private VPN connections</p>
1.3.4	L4	The Supplier shall ensure that the Supplier provided broadband network router capacity does not limit or reduce the Broadband Network Access Service bandwidth available to the Buyer.
1.3.5	L3	The Supplier shall ensure that the Broadband Network Access Service allows Network Address Translation to be implemented at the request of the Buyer.
1.3.6	L5	The Buyer shall raise an appropriate Service Request, as required, for additional Broadband Network Access Services to a Site, or for amendments to the Broadband Network Access Service at an existing Site.
1.3.7	L3	The Supplier shall ensure that the Broadband Network Access Service can be configured, on request of the Buyer, to support either private VPN or a public VPN for Internet access. For the avoidance of doubt, multiple Broadband Network Access Services may be delivered to a single site, each configured independently with either a Private VPN or Public VPN for Internet Access.
1.3.8	L4	The Supplier shall ensure that the Broadband Network Access Service private VPN only allows Buyer sites to have visibility of and connect to other Buyer sites.

Requirement Number	Level	Requirement
1.3.9	L4	The Supplier shall ensure that the Broadband Network Access Service allows the Buyer to privately peer with other networks, as required by the Buyer, via the public VPN.
1.3.10	L3	The Supplier shall ensure the Broadband Network Access Service supports static IP addresses.
1.3.11	L3	The Supplier shall ensure that a maximum contention ratio of 10:1 is applied to the Public VPN on the Broadband Network Access Service.
1.3.12	L3	The Supplier shall provide the Broadband Network Access Service with unlimited download and upload.
1.3.13	L3	Where the Broadband Network Access Service provides Internet access, the Supplier shall ensure the Broadband Network Access Service assigns a unique static IP Internet address for the Buyer Edge Equipment. These IP addresses (and any changes) will be managed by the Supplier and communicated to the Buyer.
1.3.14	L3	Where the Broadband Network Access Service provides Internet access, the Broadband Network Access Service shall provide a default route to the Internet and IP connectivity between the Buyer Customer Edge equipment and the Internet.
1.3.15	L3	The Supplier shall provide the Buyer with SNMP read access to all Customer Premise Equipment (CPE) provided by the Supplier in support of the Broadband Network Access Service, including but not limited to Network Termination Equipment and Broadband Routers.
1.4	L2	Mobile Network Access Service
1.4.1	L3	As an option, and subject to Joint Schedule 2 (Variation), on request of the Buyer, the Supplier shall plan, design, install, test, provide and manage cellular network access circuits that connect Buyer nominated Sites to the Internet. The Supplier shall include all physical infrastructure and software as necessary, including network termination unit equipment, mobile network router and associated cable(s) presenting an RJ45 100M Ethernet port for connection to the Buyer supplied network equipment. Such Service to be called the "Mobile Network Access Service" and shall be delivered from the Commencement Date to Sites as specified by the Buyer.
1.4.2	L3	The Supplier shall ensure that the Supplier provided mobile network router capabilities include, but are not limited to: <ul style="list-style-type: none"> • Network Address Translation (NAT) • LAN DHCP Server • SNMPv3 Support • 10/100/1000BaseT Ethernet LAN port • LAN 802.1q support • Open Shortest Path First (OSPF) routing protocol • Boarder Gateway Protocol (BGP) • Support for IPv6
1.4.2.1	L4	The Supplier shall ensure that the Supplier provided mobile network router capacity does not limit or reduce the Mobile Network Access Service bandwidth available to the Buyer.
1.4.2.2	L5	The Buyer shall be responsible for providing, installing and managing the network customer premise equipment and connecting it to the Mobile Network Access Service router RJ45 Ethernet Port.

Requirement Number	Level	Requirement
1.4.2.3	L5	The Buyer shall raise an appropriate Service Request, as required, for additional Mobile Network Access Services to a Site, or for amendments to the Mobile Network Access Service at an existing Site.
1.4.3	L3	The Supplier shall plan, design, install, test, provide and manage cellular antennas and antenna cabling, including external antennas, for connection to the Mobile Network Access Service router.
1.4.3.1	L4	The Supplier shall provide a site survey service to provision the mobile data network router in the optimum location for signal strength.
1.4.4	L3	The Mobile Network Access Service shall utilise, as a minimum, 4G LTE mobile connectivity.
1.4.4.1	L4	The Supplier shall, where available and on request of the Buyer, provide the option for the Mobile Network Access Service to utilise 5G mobile connectivity.
1.4.4.2	L4	Intentionally blank
1.4.5	L3	The Supplier shall provide the Mobile Network Access Service with unlimited download.
1.4.6	L3	The Supplier shall install, provision and manage all SIMs for the Mobile Network Access Service.
1.4.6.1	L4	As an option, the Supplier shall ensure the Mobile Network Access Service supports the simultaneous use of multiple SIMs from multiple mobile service operators.
1.4.6.2	L4	As an option, the Supplier shall ensure that the Mobile Data Network Connectivity allows multiple SIMs to be combined to provide a bonded connection.
1.4.6.3	L4	As an option, the Supplier shall ensure that the Mobile Data Network Connectivity allows multiple SIMs to be combined to provide a load balanced connection.
1.4.7	L3	The Supplier shall ensure the Mobile Network Access Service assigns a unique static IP Internet address for the Buyer Customer Edge Equipment. These IP addresses (and any changes) shall be communicated to the Buyer
1.4.8	L3	The Supplier shall ensure that the Mobile Network Access Service allows Network Address Translation to be implemented at the request of the Buyer.
1.4.9	L3	The Mobile Network Access Service shall provide a default route to the Internet and IP connectivity between the Buyer Customer Edge equipment and the Internet
1.4.10	L3	The Supplier shall provide the Buyer with SNMP read access to all Customer Premise Equipment (CPE) provided by the Supplier in support of the Mobile Network Access Service, including but not limited to Mobile Routers.
1.5	L2	Management of Mobile Network Access Service Provider
1.5.1	L3	As an option and subject to agreement in accordance with Joint Schedule 2 (Variation) on request of the Buyer, the Supplier shall act as the Buyer's Managing Agent for the delivery of a Mobile Network Access Service procured through other means by the Buyer.

Requirement Number	Level	Requirement
1.5.1.1	L4	The scope of the Supplier's Managing Agent Responsibilities shall cover all responsibilities in Sections 1.4, 3, 4, and 5 of this Responsibility Matrix.
1.5.1.2	L4	The Supplier's Managing Agent Responsibilities shall include the management of all Service Requests to provision, change or decommission the Mobile Network Access Service at any Buyer site.
1.6	L2	Civil Works
1.6.1	L3	Charges for any remediation, Civil Works or Excess Construction Charges shall be in accordance with Paragraph 1.1.4 of Schedule 5 (Pricing Details).
1.7	L2	Delivery Support Services
1.7.1	L3	At the request of the Buyer, the Supplier shall provide Delivery Support Services to the Buyer that shall include: <ol style="list-style-type: none"> 1. Technical Delivery Support; 2. Security Delivery Support; 3. Project management; and 4. Service Management Delivery Support.
2	L1	Services Support
2.1	L2	Data Management (Backup, Archive, Restore)
2.1.1	L3	The Supplier shall perform Data Management in accordance with Industry Good Practice at the Effective Date.
2.1.2	L3	The Supplier shall perform backups and archiving of Buyer Data to a schedule agreed with the Buyer and restore data as required, and prior to such agreement in accordance with Good Industry Practice.
2.1.3	L3	The Supplier shall provide safe and secure storage of backed up and archived Buyer Data.
2.2	L2	Hardware and Software Maintenance
2.2.1	L3	The Supplier shall maintain the hardware and software used in the provision of the Services to ensure Service Level Targets, functionality and performance of the Services are maintained.
2.2.1.1	L4	The Supplier shall ensure that all hardware and software used in the provision of the Services remains within vendor support at all times during the Term.
2.2.1.2	L4	The Supplier shall ensure that software patches are applied in line with the vendor's recommendations to all software used in the provision of the Services.
2.2.1.3	L4	The Supplier shall repair or replace (at the Supplier's option) hardware and software that develops a fault.
2.3	L2	Access to Information
2.3.1	L3	The Supplier shall support the Buyer in the provision of information relating to the Services that may be required by the Buyer from time to time in response to requests for information from third parties, including, without limitation, Parliamentary Questions.
2.3.2	L3	On request from the Buyer Service Desk, the Supplier shall provide access to the Supplier's policies and procedures in relation to the delivery of the Services, to enable assurance or audit activities.
2.4	L2	Guidance and Maintenance of Tooling
2.4.1	L3	The Supplier shall provide and maintain accurate documentation for all tooling used in providing the Services.

Requirement Number	Level	Requirement
2.4.2	L3	Where tooling integration is delivered the Supplier shall comply with the Buyer's TechNow Code of Connectivity.
3	L1	Service Management
3.1	L2	Incident Management
3.1.1	L3	The Supplier shall comply with the Buyer's Incident Management Framework and Major Incident Management Policies and Procedures.
3.1.2	L3	The Supplier shall ensure Incident Records are complete and up to date at all times and are linked to any other impacted areas including, but not limited to, the CMDDB , Problems, Change Records, Known Errors and Workarounds within the Buyer Service Management Tooling
3.1.3	L3	The Supplier shall identify, record, investigate, diagnose and resolve Incidents assigned to the Supplier in accordance with the relevant Service Level Targets and Key Performance Indicators, as specified in Schedule 14 (<i>Service Levels</i>).
3.1.4	L3	The Supplier shall keep the Buyer Service Desk informed of current and previous issues related to the Network Access Services.
3.1.5	L3	The Supplier shall perform trend analysis on Incidents assigned to the Supplier and agree any improvement action required on a minimum of calendar quarter period.
3.1.6	L5	To the extent that the Supplier is required to utilise the Buyers Service Management Tooling to meet its contractual obligations, the Buyer shall provide the relevant software licenses and access for Supplier and ensure the Buyers Service Management Tooling is available to the Supplier as necessary.
3.2	L2	Request Fulfilment
3.2.1	L3	The Supplier shall comply with the Buyer's Request Fulfilment Policies and Procedures.
3.2.2	L3	The Supplier shall utilise the Buyer Service Management Tooling for the processing of all Requests.
3.2.2.1	L4	The Supplier shall confirm it will provide up to date contact details to enable the Buyer Request Fulfilment team to assign Requests correctly to the Supplier.
3.2.3	L3	The Supplier shall fulfil all Requests in accordance with the relevant Service Levels and KPIs, as specified in Schedule 14 (<i>Service Levels</i>).
3.2.3.1	L5	The Buyer will use the Buyer Service Management Tooling for the purposes of monitoring and reporting Supplier performance with respect to Request Fulfilment.
3.3	L2	Problem Management
3.3.1	L3	The Supplier shall comply with the Buyer's Problem Management Framework.
3.3.2	L3	The Supplier shall utilise the Buyer Service Management Tooling for the management of all Problems.
3.3.3	L3	The Supplier shall confirm how it improve the service provided by reducing the level of recurrence or replication of Problems occurring in the Network Access Services.
3.4	L2	Access Management

Requirement Number	Level	Requirement
3.4.1	L3	The Supplier shall inform the Buyer of any instance where the Supplier believes Access Management rights may have been abused during provision of the Network Access Service.
3.4.1.1	L4	The Supplier shall inform the Buyer within 2 Working Hours of becoming aware of such abuse of Access Management rights. Such incidents occurring outside of Working Hours shall be reported and the Suppliers service operations team will take appropriate action to isolate the affected systems in order to prevent attempts to further compromise the Service and/or any attempts to exfiltrate data. The security incident will be logged within the incident management system and shall be raised to the relevant Suppliers security team via the standard security incident reporting channels the next working day.
3.4.2	L3	The Supplier shall provide the Buyer with a monthly record covering security incidents of access where Users are suspected of breaches of Access Management policy, inappropriate use of resources or fraudulent use of data.
3.5	L2	Change Management
3.5.1	L3	The Supplier shall comply with the Buyer's Change Management Policies and Procedures.
3.5.2	L3	The Supplier shall utilise the Buyer Service Management Tooling for the management of all Change.
3.5.2.1	L4	The Supplier shall update the Configuration Management Database following any Change implementation.
3.5.2.2	L5	The Buyer will use the Buyer Service Management Tooling for the purposes of monitoring and reporting Supplier performance with respect to Change Management.
3.5.3	L3	The Supplier shall provide first time success in the implementation of Change activity.
3.5.4	L3	The Supplier shall confirm how it will package Change activity to maximise available Change windows.
3.5.5	L3	The Supplier shall ensure that all requests for impacting of changes are responded to accurately, comprehensively and within the timescales set in the Buyer's Change Management Policies and Procedures.
3.5.6	L3	The Supplier shall provide the Buyer with details of all proposed and planned changes for inclusion in the Forward Schedule of Change (FSC).
3.5.7	L3	The Supplier shall ensure the Buyer is made aware of Change activity that may impact the Buyer regardless of whether the Changes are managed through the Change Management Process.
3.6	L2	Asset Management
3.6.1	L3	The Supplier shall comply with the Buyer Hardware Asset Management Policy.
3.6.2	L3	The Supplier shall utilise the Buyer Service Management Tooling for the management of all Transferable Assets and configuration items.
3.6.2.1	L4	The Supplier shall maintain complete, accurate and up to date Transferable Assets and Configuration Item records in the CMDB within the Buyer Service Management Tooling.

Requirement Number	Level	Requirement
3.6.2.2	Not Used	Not used
3.6.2.3	L4	The Supplier shall ensure that all Configuration Items can be related to a Buyer authorised Request For Change.
3.6.2.4	L4	The Supplier shall comply with the Buyer Asset and Configuration Item Data Specification specified including, but not limited to, a description of the in scope Asset, Configuration Item frequency and expected volumes.
3.6.3	L3	<p>The Supplier shall maximise service availability through the availability of complete and accurate configuration data including, but not limited to:</p> <ul style="list-style-type: none"> • minimising the number of Change failures as a result of inaccurate configuration data; • minimising the number of Incidents and Incident resolution time through the availability of complete and accurate configuration data; • ensuring accurate results from Risk Analysis audits due to available and accurate configuration data.
3.7	L2	Service Validation & Testing
3.7.1	L3.	The Supplier shall provide support to and perform operational acceptance testing for each Project that the Supplier has involvement in.
3.7.2	L3	The Supplier shall demonstrate it has performed operational handover of services to its Support teams for each Project that the Supplier involvement in.
3.8	L2	Service Level Management
3.8.1	L3	The Supplier shall provide the Network Access Service to achieve all required contractual Service Levels and Key Performance Indicators each Service Measurement Period, as specified in Schedule 14 (<i>Service Levels</i>).
3.8.1.1	L5	The Buyer shall be responsible for and provide timely access for the Supplier engineers to Site and shall undertake necessary agreed activities required by the Supplier to support the incident resolution in a timely manner.
3.8.1.2	L4	The Supplier shall provide accurate supporting documentation to the Buyer in support of the achievement of all contractual Service Levels and Key Performance Indicators.
3.8.2	L3	The Supplier shall resolve any failures to meet the contractual Service Levels and Key Performance Indicators.
3.8.3	L3	The Supplier shall review the Service Levels and Key Performance Indicators on a regular basis to ensure they continue to meet the Buyer's business needs and make where applicable appropriate recommendations.
3.8.4	L3	The Supplier shall provide the Buyer with an Operational Implementation Plan that allows the Network Access Services to be accurately measured prior to any new or changed service going live.
3.9	L2	Availability Management
3.9.1	L3	The Supplier shall demonstrate to the Buyer it has an Availability Management process in place prior to the commencement date for the Network Access Services.

Requirement Number	Level	Requirement
3.10	L2	Business Continuity and Disaster Recovery
3.10.1	L3	The Supplier shall comply with the terms of Call-Off Schedule 8 (<i>Business Continuity and Disaster Recovery</i>).
3.10.2	L3	The Supplier shall ensure Continuity of Service in the event of a Service Continuity Event.
3.10.2.1	L4	The Supplier shall perform all required activities in the event that a Service Continuity Event is declared.
3.10.3	L3	The Supplier shall ensure any and all potential risks and threats to the Network Access Services are assessed, notified to the Buyer and provide mitigation.
3.10.3.1	L4	The Supplier shall notify the Buyer of any major risks or threats immediately, all others no later than 5 working days.
3.10.4	L3	The Supplier shall identify any systems/applications which do not have Disaster Recovery in place and put a mitigation mechanism in place which ensures service continuity.
3.11	L2	Knowledge Management
3.11.1	L3	The Supplier shall comply with the Buyer's Knowledge Management Framework.
3.11.2	L3	The Supplier shall utilise the Buyer Service Management Tooling for the management of all Knowledge Articles.
3.11.2.1	L4	The Supplier shall provide the Buyer Service Desk with knowledge articles to enable the Service Desk to performing incident diagnosis.
3.11.2.2	L4	The Supplier shall ensure that Knowledge Articles are accurate and relevant to enable incident resolution at the earliest point.
3.11.2.3	L4	The Supplier shall provide new and updated Knowledge Articles and retire out of date information to ensure the completeness and accuracy of the Knowledge Management Database within the Buyer Service Management Tooling.
3.11.3	L3	The Supplier shall provide to the Buyer Service Desk any information required to assist the Buyer Service Desk in the development, maintenance and continuous improvement of the end-user self-help facility.
3.12	L3	Supplier portal for Buyer Access
3.12.1	L3	The Supplier shall provide access to the Supplier's standard broadband portal and optional access to other Supplier standard portals as appropriate for the NAS Fibre Access Services
3.13	L2	Financial Management
3.13.1	L3	The Supplier shall provide Invoices and MI in electronic format as defined by the Buyer for upload into the Buyer Service Management Toolset.
3.13.2	L3	The Supplier shall provide in the format required accurate invoice information and supporting documentation each Service Measurement Period to the Buyer for products and services provided.
3.13.3	L3	The Supplier shall provide information to enable the Buyer to be able to account for the money spent on the creation, delivery and support of IT services across the Buyer's services and operational business.

Requirement Number	Level	Requirement
3.13.4	L3	The Supplier shall provide information to enable the Buyer to report and accurately forecast financial requirements to meet contracted service commitments.
4	L1	Service Provider Assurance
4.1	L2	Service and Supplier Quality
4.1.1	L3	The Supplier shall undertake expert trend analysis to identify issues and drive improvement activities.
4.1.2	L3	The Supplier shall undertake trend analysis to identify improvement activities to deliver business benefits in line with business priorities.
4.1.3	L3	The Supplier shall work with the Buyer Service to drive continuous improvement in the delivery of Service Requests, Incident resolution, Problem resolution, Change Management and Knowledge Management during the contract Term.
4.1.4	L3	The Supplier shall collaborate with the Buyer and other Service Providers to address issues and improve the levels of service provided overall.
5	L1	IT Information Security Support
5.1	L2	Operational Security
5.1.1	L3	On receipt of security alerts or notices from the Buyer, the Supplier shall respond to the Buyer detailing: <ul style="list-style-type: none"> (a) actions already taken to mitigate the risk of such alert; (b) actions that will be taken to mitigate the risk of such alert; or (c) reasons why such alert poses no risk to the Buyer.
5.1.2	L3	The Supplier shall inform the Buyer within 2 Working Hours of becoming aware of such abuse of Access Management rights. Such incidents occurring outside of Working Hours shall be reported and the Suppliers service operations team will take appropriate action to isolate the affected systems in order to prevent attempts to further compromise the Service and/or any attempts to exfiltrate data. The security incident will be logged within the incident management system and shall be raised to the relevant Suppliers security team via the standard security incident reporting channels the next working day.
5.1.3	L3	The Supplier shall take all steps as necessary to contain and investigate all suspected Security Incidents affecting the Supplier in accordance with agreed Security Incident response procedures. Once such steps have been completed, the Supplier shall provide evidence to the Buyer supporting a request for the Security Incident to be formally closed. If the Buyer requests additional actions or evidence prior to closure, then such requests must be completed.
5.1.4	L3	The Supplier shall provide all evidence and information as and when requested to the Buyer to allow the Buyer to draft reports for the Buyer detailing the nature, impact and response to Security Incidents.
5.2	L2	Protective Monitoring Requirements
5.2.1	L3	The Supplier shall adhere to the Buyer's layered security strategy.
5.2.2	L3	The Supplier shall monitor, review and apply all necessary Anti-Virus Software Updates as applicable.
5.2.3	L3	The Supplier shall monitor the access of the Supplier's staff to the Buyer's data.
5.2.4	L3	The Supplier shall comply with reasonable requests to perform Health Checks and Penetration Tests for all systems, services and

Requirement Number	Level	Requirement
		applications under the Supplier's control in accordance with Call Off Schedule 9 (Security).
5.2.5	L3	The Supplier shall operate firewalls for which the Supplier has responsibility.
5.3	L2	Forensic Analysis Requirements
5.3.1	L3	The Supplier shall support forensic investigations by providing all resources and access required by the Buyer and any third party appointed by the Buyer to complete the investigation.
5.3.2	L3	Where equipment has been identified as evidence in a forensic investigation, the Supplier shall take steps to physically secure or seize such equipment in such a way as to preserve its integrity in line with best practice.
5.4	L2	Security Assurance
5.4.1	L3	The Supplier shall adhere to the Buyer Security Policies, Standards and Processes as defined in Annex A of this Call-Off Schedule 20 (Call-Off Specification)
5.4.2	L3	The Supplier shall attain and maintain Security Assurance for all systems, services and applications under the Supplier's control.
5.4.3	L3	The Supplier shall provide necessary input and advice to the Buyer Service Desk in undertaking Security audits.
5.5	L2	Security Risk Management
5.5.1	L3	The Supplier shall take steps to identify all security risks affecting the Buyer relating to the Supplier's service. Detailed information about all such risks must be reported to the Buyer on a schedule decided by the Buyer.
5.5.2	L3	<p>The Supplier shall support the Buyer's analysis of reported security risks by providing additional information, as and when requested, including but not limited to:</p> <ul style="list-style-type: none"> (a) information to inform the Buyer's current and residual risk analysis; and (b) information to help Buyer to assess the viability and cost of potential remedial actions. <p>Such information must be complete and accurate.</p>
5.5.3	L3	Following the identification of any security risk affecting the Buyer relating to the Supplier's service, the Supplier shall inform the Buyer of such risk and proposed remedial actions. If agreed by the Buyer, the Supplier shall take steps to implement the resolution of the security risk in question.
5.6	L2	Security Obligation Compliance
5.6.1	L3	The Supplier shall provide evidence to the Buyer on a scheduled basis to demonstrate compliance to all security contractual obligations with which the Supplier must comply.
5.6.2	L3	<p>As and when a non-compliance is identified, the Supplier shall create a corrective action plan to address such non-compliance and send the corrective action plan to the Buyer for approval. Such corrective action plan must include but not be limited to:</p> <ul style="list-style-type: none"> (a) actions to be taken to rectify the non-compliance; (b) timescales for such actions; and (c) owners of such actions.
6	L1	Service Transition Planning and Support

Requirement Number	Level	Requirement
6.1	L2	Service Transition Planning
6.1.1	L3	The Supplier shall review project requirements and provide all appropriate input to the delivery of project delivery plans.
6.1.2	L3	The Supplier shall complete all activities assigned to the Supplier in the Service transition plan.
6.2	L2	Project Management
6.2.1	L3	The Supplier shall implement Projects in accordance with implementation plans.
6.2.2	L3	The Supplier shall produce costed proposals for the Supplier's elements of the architectural design.
6.2.3	L3	The Supplier shall review requirements and contribute to the environment design and delivery strategy.
6.2.4	L3	The Supplier shall review and agree the architectural design.
6.2.5	L3	The Supplier shall ensure Project requirements are fully understood.
6.2.6	L5	The Buyer will be available to approve Programme/ Project deliverables within a timely manner.
6.3	L2	Release and Deployment Management
6.3.1	L3	The Supplier shall comply with the Release Management Policies and Procedures.
6.3.2	L3	The Supplier shall confirm how it will improve the rate of Release success year on year.
6.3.3	L3	The Supplier shall minimise the disruption of the service to the business through synchronisation of Releases within packages.
6.3.4	L3	The Supplier shall reduce errors through the controlled release of hardware and software to the Buyer Live Environment.
6.3.5	L3	The Supplier shall undertake risk assessment and assess the business impact of all Changes prior to packaging and delivery to ensure the business benefits of the Changes are realised.
6.3.6	L3	The Supplier shall build Quality Releases that have been subject to quality control and effective testing.
6.3.7	L3	The Supplier shall deliver Releases into the Live Environment in accordance with the relevant Project Plans.
7	L1	Service Validation and Testing
7.1	L2	Test Planning and Design
7.1.1	L3	The Supplier shall provide support to and perform operational acceptance testing for each Project that the Supplier has involvement in.
7.1.2	L3	The Supplier shall provide support to and perform Service Management Acceptance Testing for each Project that the Supplier has involvement in.
7.2	L2	Service Evaluation
7.2.1	L3	The Supplier shall provide all relevant information required by the Buyer Service Desk to enable its evaluation of Project changes.

Annex A – Buyer Security Policies, Standards and Processes

DWP Policy Acceptable Use	<u>Redacted</u>
Government Security Classifications	
DWP Information Security Policy	
DWP Physical Security Policy	
Security standard SS-014: Security Incident Management	
Security Standard – Network Security Design (SS-018)	

Call-Off Schedule 22 (Supplier-Furnished Terms)

PART 1A: Non-COTS Third Party Software

Terms for licensing of non-COTS third party software in accordance with Call-Off Schedule 6 Paragraph 9.2.3 are detailed in Annex 1.

PART 1B: COTS Software

Terms for licensing of COTS software in accordance with Call-Off Schedule 6 Paragraph 9.3 are detailed in Annex 2.

Annex 1: Non-COTS third party software licence terms

[insert licence terms for non-COTS third party software]

Annex 2: COTS software licence terms

[insert licence terms for COTS software]