## Lot 6 - Mobile Voice and Data Services



Public Sector

## **Direct award Order Form**



CALL-OFF REFERENCE: RM3808-1756

THE BUYER: Ministry of Justice (on behalf of EM Commercial

MDSS)

**BUYER ADDRESS:** 

Kingdom

SUPPLIER REFERENCE RM3808-1756

THE SUPPLIER: Vodafone Limited

SUPPLIER ADDRESS:

**REGISTRATION NUMBER**: 01471587

**DUNS NUMBER**: 226488435

SID4GOV ID: Not Applicable

#### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated the date of the Buyer signature

It's issued under the Framework Contract with the reference number **RM3808-1756** for the provision of Network Services.

### CALL-OFF LOT(S):

Lot 6 Mobile Voice & Data Services

### **CALL-OFF INCORPORATED TERMS**

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

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

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3. The following Schedules in equal order of precedence:

Joint Schedules for framework reference number RM3808

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

#### Call-Off Schedules for RM3808-1756

- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 2 (Staff Transfer)
- Call-Off Schedule 6 (ICT Services)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 11 (Installation Works)
- Call-Off Schedule 14 (Service Levels)
- 4. CCS Core Terms (version 3. 0.5)
- 5. Joint Schedule 5 (Corporate Social Responsibility)

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

CALL-OFF START DATE Date of last signature

CALL-OFF EXPIRY DATE

Shall be 12 months from the

Call-off start date

CALL-OFF INITIAL PERIOD 12 months

CALL-OFF OPTIONAL EXTENSION PERIOD 12 months

#### MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION

The Buyer may terminate this Call-Off Contract at any time by giving the Supplier not less than 30 days' prior written notice. If the Buyer terminates this Call-Off Contract

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prior to the expiry of the Call-Off Initial Period, or any applicable Extension Period, the Buyer shall pay the Supplier the early termination charges as set out in the Supplier's Service Offer.

#### CATALOGUE SERVICE OFFER REFERENCE: RM3808-Lot6-VodafoneLtd-#151

#### **CALL-OFF DELIVERABLES**

**Deliverable 1:** Vodafone Public Sector Inclusive Value 12 Month Term Per Connection - 0GB Data; Quantity: (Existing Connections at contract initiation)

In addition to Deliverable 1, the Buyer guarantees that it will, during the Call-Off Contract, place the following minimum order volumes:

**Deliverable 2:** Vodafone Public Sector Inclusive Value 12 Month Term Per

Connection - 0GB Data: Quantity: 3300

Deliverable 3: Device: 2023; Quantity: 3300 Vodafone Staging Services; Quantity: 3300 Vodafone Remote Delivery Service; Quantity: 1

Deliverable 6: Offsite Lite Service Management; Quantity: 1

For the avoidance of doubt, the Buyer is not permitted to use any SIMs purchased under this Call-Off Contract to make international calls or texts, calls or texts from abroad, or calls or texts to Premium Rate numbers.

#### Spend Manager

The Buyer has opted into Vodafone Enterprise Spend Manager: Spend Manager

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

#### **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

#### CALL-OFF CHARGES

**Deliverable 1:** Vodafone Public Sector Inclusive Value 12 Month - 0GB Data; Quantity: 4192, Charge per unit (per connection): Charge Term: Monthly; © Vodafone Limited 2023 Page 3 of 36 LOT 6 Mobile Voice and Data

LOT 6 Mobile Voice and Data Services RM3808-Lot6-VodafoneLtd-#0151

C2 General

Public Sector

## RM3808 Network Services 2

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Vodafone Inclusive Value Mobile Price Plans - Voice and Text Only

Total Charge for Deliverable 1 per Charge Term
<b>Deliverable 2:</b> Vodafone Public Sector Inclusive Value 12 Month - 0GB Data; Quantity: 3300, Charge per unit (per connection): Charge Term: Monthly;
Total Charge for Deliverable 2 per Charge Term:
<b>Deliverable 3:</b> Nokia 105 4G 2023 handset; Quantity: 3300, Charge per unit: Charge Term: N/A (Non-recurring);
Total Non-Recurring Charge for Deliverable 3:
<b>Deliverable 4:</b> Vodafone Staging Services; Quantity: 3300, Charge per unit (per connection): Charge Term: N/A (Non-recurring);
Total Non-Recurring Charge for Deliverable 4
<b>Deliverable 5:</b> Vodafone Remote Delivery Services; Quantity: 1, Charge per unit Charge Term: N/A (Non-recurring);
Total Non-Recurring Charge for Deliverable 5 per Charge Term
Deliverable 6: Offsite Lite Service Management; Quantity: 1; Charge per unit:
Total Non-Recurring Charge for Deliverable 6 per Charge Term:
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 BACS

**BUYER'S INVOICE ADDRESS:** 

MoJ HQ Transaction Team Officer

MOJHQTransactionteam@Justice.gov.uk

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#### **BUYER'S AUTHORISED REPRESENTATIVE**

EM Commercial and Contract Manager – MDSS 102 Petty France, London, SW1H 9AJ, United Kingdom

#### **BUYER'S ENVIRONMENTAL POLICY**

Not Applicable

#### **ADDITIONAL INSURANCES**

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

#### **GUARANTEE**

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

#### SOCIAL VALUE COMMITMENT

Not applicable

#### STAFF TRANSFER

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

Part E (Staff Transfer on Exit)

#### **QUALITY PLAN**

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

#### MAINTENANCE OF ICT ENVIRONMENT

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

#### **BUSINESS CONTINUITY AND DISASTER RECOVERY**

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

#### SECURITY REQUIREMENTS

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

#### **BUYER'S SECURITY POLICY**

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

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C2 General

## Lot 6 - Mobile Voice and Data Services



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### **INFORMATION SECURITY MANAGEMENT SYSTEM (ISMS)**

Not Applicable

#### **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 required Service Maintenance Level is Level 1

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

The Service Period is one (1) Month

### SUPPLIER'S AUTHORISED REPRESENTATIVE

Commercial Contract Manager

#### SUPPLIER'S CONTRACT MANAGER

Commercial Contract Manager

#### PROGRESS REPORT FREQUENCY

Not applicable

#### PROGRESS MEETING FREQUENCY

Not applicable

#### **OPERATIONAL BOARD**

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

#### **KEY STAFF**

Not Applicable

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C2 General

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## **KEY SUBCONTRACTOR(S)**

Not Applicable

#### **COMMERCIALLY SENSITIVE INFORMATION**

Supplier's Commercially Sensitive Information

For and on behalf of the Supplier:		For and on b		
Signature:		Signature:		
Name:		Name:		
Role:		Role:	S p e	cialist
Date:	2	<sub>BS</sub> ₽ate:	B:	ST

## Lot 6 - Mobile Voice and Data Services

Vodafone Inclusive Value Mobile Price Plans - Voice and Text Only

Public Sector





## Mobile Voice and Data Service

Inclusive Value Mobile Price Plans -

Service Offer Reference No: RM3808-Lot6-VodafoneLtd-#151

Lot(s): 6

Effective Date: 28/07/23

**Expiry Date:** 16/08/23

Contents

- 1 The Service Overview and Why Vodafone?
- 2. Conditions on the Buyer
- 3. Outline Implementation Plan
- 4. Exit Management Plan
- 5. Service Level Agreement
- 6. Optional Schedules
- 7. Mandatory Schedules
- 8. Service Description and Price Card

9.

Definitions

#### The Service – Overview and why Vodafone

1.1 Provision of voice only SIMs, mobile handsets and staging support to support mobile voice services.

## 2. Conditions on the Buyer

2.1 In the event of a conflict between the terms and conditions included within this Service Offer and the RM3808 Framework or Call-Off terms, then the Framework or Call-Off terms will take precedence.

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

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- 2.2 General Conditions on the Buyer
  - (a) The Buyer shall purchase a minimum of 3300 Nokia 105 devices during the initial 12-month Call Off Contract Period.
  - (b) The Buyer shall purchase a minimum of 3300 voice only SIMs during the initial 12-month Call Off Contract Period.
  - (c) In accordance with Joint Schedule 7 (Financial Difficulties) paragraph 2.2, Joint Schedule 7 (Financial Difficulties) shall not apply to any Call-Off Contract entered into incorporating this Service Offer.
  - (d)Authorised Users: Access by Buyer to the Services and Equipment is limited to authorised Users. If Vodafone provides each authorised User with User Details, Buyer is responsible for: (a) the security of the User Details; and (b) providing Vodafone with the identity of the authorised Users and keeping that information current. Vodafone accepts no liability for any unauthorised or improper use or disclosure of any User Details. Buyer is liable for all acts and omissions conducted using the User Details up until the time that it informs Vodafone that they are being used without authority or may be compromised.
  - (e) Additional Service Recipient: If Buyer wishes to add Additional Service Recipients, then Buyer shall: (a) provide the full corporate details of the Additional Service Recipient; (b) seek approval in writing from Vodafone; (c) inform the Additional Service Recipient of the contractual arrangements; and (d) agree to pay such additional charges as Vodafone may reasonably request in relation to the approval of such requests
  - (fSave as expressly permitted under this Agreement, Buyer shall not resell, distribute, provide or sub-licence the Services or Equipment (except Buyer Equipment) to any third party.
  - <sup>(g)</sup> Buyer shall take appropriate measures to back up data and otherwise protect against loss of data under this Agreement.
  - (h)Terms of use: Buyer shall not (a) make unauthorised modifications to the Services (b) use the Services as a means to establish permanent servers, relay connections or interconnection services or any similar commercial activities, (c) do anything that causes the Network to be impaired; (d) use automated means to make calls, texts or send data (including via a GSM Gateway), unless expressly authorised in this Agreement or (e) use the Services in a way that may reasonably be considered to be a nuisance, defamatory, offensive, abusive, obscene or in violation of any person's rights or is illegal, fraudulent or contrary to good faith commercial practice to Vodafone's detriment. Buyer shall comply with the AUP in using the Services. Buyer shall notify Vodafone immediately of any breach of security or unauthorised use of the Services.

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- (i) Service Monitoring: Buyer gives express consent for Vodafone to monitor Buyer's use of the Service (and disclose and otherwise use the information obtained) only to: (a) the extent allowed by applicable law; (b) comply with applicable law; (c) protect the Network from misuse; (d) protect the integrity of the public internet and/or Vodafone's systems and Networks; (e) the extent necessary to determine if Buyer has breached any conditions or restrictions on use of the Service; (f) provide the Service; and/or (g) take other actions agreed or requested by Buyer.
- ⑤ Security: Buyer shall take reasonable steps in line with commercial good practice with entities it controls to limit misuse of or threat to the Service or Network; and address any misuse or threat identified by Vodafone through the implementation of appropriate security or user controls. Buyer must seek prior approval from Vodafone before running any security tests, vulnerability scans or penetration tests on Equipment or Services.
- (k) Buyer acknowledges that Buyer Equipment not authorised for use on the Network or any unauthorised attempt to repair or tamper with the Equipment may result in an impaired User experience and/or invalidate the manufacturer's warranty.
- (i) Buyer must maintain, install, update or follow Vodafone's reasonable recommendations regarding Equipment maintenance or upgrades.
- (m) Equipment that is (i) out of manufacturer's warranty; or (ii) End Of Life is used at the Buyer's risk unless expressly agreed otherwise by Vodafone.
- (n) Buyer shall:
  - (i) appropriately configure its equipment to enable consumption of the Service.
  - (ii) maintain Buyers Equipment.
  - (iii)provide details to facilitate the delivery, provisioning and billing of the Services requested by Vodafone at the time of ordering.
  - (iv)Secure and keep in place, or assist Vodafone to obtain (at the Buyer's cost), all relevant third party consents and approvals necessary for the purposes of providing, and preparing for the provision of, the Service. Such consents and approvals include obtaining any necessary wayleave on Vodafone's standard terms.
- (o)Where Buyer terminates the Call-Off Contract during the Initial Period, the Buyer agrees to pay Vodafone's reasonable and proven losses resulting from the termination of the Call-Off Contract.
- (p)The Buyer will provide Vodafone with clean and accurate data to ensure the delivery and deployment of the staged devices and SIMs is done within the agreed timescales. In the event that Vodafone is not supplied with clean and accurate

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- data and this delays the deployment and/or delivery of staged devices and SIMs, Vodafone will not be liable for any delays or the consequences of such delays.
- (4) The Buyer will ensure that a Buyer project team is available to support the implementation and delivery of the staged devices and SIMs and to ensure that sufficient arrangements are made to allow the delivery of the staged devices and SIMs to take place. Vodafone will not be liable in the event that delivery or onboarding is unsuccessful due to lack of support or adequate arrangements from the Buyer.
- (r) The Buyer will be responsible for all internal end user communication for the deployment of the staged devices and SIMs.
- (s) Vodafone will not install any bespoke application for the Buyer.
- (t)The delivery of the service or any Equipment cannot commence until Vodafone has received a valid Purchase Order from the Buyer.
- 2.3 Mobility Services Conditions on the Buyer
  - (a) Security of communications: Vodafone shall exercise reasonable efforts to ensure the security of Buyer's and Users' communications. However, for reasons beyond Vodafone's control, it does not promise or guarantee that communications will be completely secure.
  - (b) Network interruptions: Buyer acknowledges that, due to the nature of mobile technology, it is impossible to provide a fault-free Service and the Network does not have guaranteed uninterrupted service availability. For example, the Services may be affected by local terrain (e.g., trees, hills and buildings), weather, electromagnetic interference, arrangement of and number of users accessing a base station, and compatibility and availability of any equipment, systems and third-party services used by Buyer.
  - (c) Network coverage: Buyer acknowledges it is their responsibility to request an estimate of the signal strength the Buyer may experience when in the UK. Please speak to Buyer's Vodafone account manager (where applicable), or email <a href="mailto:frameworks">frameworks</a> team@vodafone.com.
  - (d) Network Sunset: Buyer hereby acknowledges and accepts that (i) certain Network technologies used to provide the Service on Equipment or Buyer Equipment may retire prior to the expiry of the contract; (ii) current Networks may be replaced by further advanced Network technologies during the term of the contract. As a result, Buyer agrees that maintaining compatibility of its devices with the available Networks from time to time shall be its responsibility.

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(e) Emergency Services: Buyer may use the Services to contact the emergency services provided Buyer is in range of a base station forming part of Vodafone's Network. If Buyer is not within range of one of Vodafone's base stations, or if Vodafone's base station is not transmitting for any reason, the Equipment may try to use another mobile network to connect Buyer's call to the emergency services. Depending on the Equipment Buyer uses, Users approximate location (using Network, global positioning satelLite network information and Wi-Fi data) may be provided to the emergency services via functionality built into the Equipment.

#### (f) General Sim Terms

- (i) Authorised Use: Buyer shall only use the SIMs to access the Network and receive the benefit of the Services. Buyer shall use reasonable endeavours to ensure that SIMs are only used with Buyer's authorisation and shall inform Vodafone as soon as is reasonably practicable after Buyer becomes aware that a SIM is lost, stolen or damaged. Buyer will be liable for any loss or damage suffered by Buyer as a result of unauthorised use of SIMs (including due to loss or theft) up to the time that Buyer has notified Vodafone that such SIM is being used without Buyer's authorisation.
- (ji)Dynamic Updates: Buyer accepts that where a User does not accept an update or upgrade to the SIM sent by Vodafone, Vodafone may suspend or deactivate their SIM.
- (iii) Title: Vodafone shall retain title to SIMs at all times, however Vodafone grants Buyer a licence to use the SIMs (including any software they contain) to the extent necessary to use the Services. Buyer may disconnect SIMs by providing Vodafone 30 days' notice.
- (g) Vodafone Wi-Fi Calling Requirements
  - (i) To use Wi-Fi Calling, Buyer must have:
    - (A) a compatible price plan;
    - (B) a compatible mobile device; and
    - (C) good access to a wireless internet connection.
  - (ii)Allowances: Voice calls made with Wi-Fi Calling will use Buyer's usual UK plan allowances. If Buyer exceeds its UK allowances, voice calls over Wi-Fi will be charged at standard UK call rates detailed in this Service Offer.
  - (iii) Data Usage: Voice calls over Wi-Fi use a wireless internet connection, so in addition to the standard call charges above, each User will also use data of the wireless network they are connected to. Vodafone shall not be liable for any data charges incurred for this usage.

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- (iv/Roaming: Buyer shall not use Wi-Fi Calling whilst roaming outside of the UK. In the event Buyer makes or receives Wi-Fi calls whilst abroad, additional charges shall apply.
- (v)Deactivation: Each User can deactivate the Wi-Fi Calling option under Settings on their mobile device. If Buyer wishes to remove Wi-Fi Calling across Buyer's entire account or any number of devices on Buyer's account, Buyer shall notify Vodafone.
- (vi)Call Quality: Vodafone cannot guarantee specific levels of performance and the call quality will depend on the number of other devices connected to the wireless internet connection. Buyer acknowledges that calls made over Wi-Fi will be disconnected if the Wi-Fi signal is no longer available and the User will have to redial to continue with the call through Vodafone's mobile network (this includes calls made to emergency services).
- (vii)Network Dependency: Vodafone's ability to provide Wi-Fi Calling is dependent upon the Wi-Fi network accessed by Buyer, as well as the general availability of the public telecommunications network. Buyer acknowledges that there are factors outside of Vodafone's control which will limit Vodafone's ability to provide Wi-Fi Calling.
- (viii) Emergency Services: Buyer acknowledges that if a User makes a 999 call when using Wi-Fi Calling, the device will attempt to make that call using a normal mobile network. If there is no mobile network available, the call will be routed over Wi-Fi and the emergency services will not be able to identify the User's location automatically.

#### (h) Price Plans:

- (i) Voice and Data Price Plans: Data price plans are not designed for use in voiceenabled Equipment. Any voice usage on a Data price plan shall be charged at the rate detailed in this Service Offer.
- 2.4 Enterprise Spend Manager Conditions on the Buyer
  - (a)Enterprise Spend Manager: New or renewing Buyers on eligible plans will have the option to set and manage a monthly usage limit to control out-of-plan charges on each Connection. This limit will apply to charges and Services (for example, any calls, messaging, data usage, picture messages, app purchases and roaming in certain countries) that aren't included in Buyers plan. Buyer must inform Vodafone when requested what the monthly usage limit should be.
  - (b) Multiple Connections. Buyers with multiple Connections on eligible price plans will be able to set a Usage Limit on each eligible price plan. Buyer's account administrator or other authorised user will be the only person able to add, remove and/or make changes to the Usage Limit for each Connection.

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- (c) Adding and Changing a Usage Limit:
  - (j)Vodafone will apply a Usage Limit, or any changes to the level of a Usage Limit within a reasonable timeframe. The applicable Connection will receive a SMS when a Usage Limit is added or updated which will notify the User of the date when the Usage Limit will be effective this may not be until the start of the following month. Any out of plan charges incurred before the Usage Limit is effective will still be chargeable.
  - (ii) If a Usage Limit is added or changed mid-month any out of plan charges incurred before the Usage Limit is effective will still be chargeable.
- (d)Charges included in Vodafone Enterprise Spend Manager. The following out-of-plan charges will be covered by a Usage Limit:
- (i) subject to clause 4 in respect of Data Sharer plans, out-of-plan charges for data, minutes and texts;
  - (A) picture messages;
  - (B) video calls;
  - (C) Premium Rate Calls and texts (including calls to "short code" numbers such as voting on TV shows and access to 118 or Directory Enquiries);
  - (D) roaming charges for usage outside of Vodafone Roam-free and Roam-further destinations, or Business Traveller destinations in accordance with the applicable price plan; and
  - (E) Business Traveller or Global Traveller daily fee.
  - (e) Charges excluded from Vodafone Enterprise Spend Manager: The following outof-plan charges will not be covered by a Usage Limit:
    - (i) Add-ons; and (ii) any fees and account-level charges (such as for paper billing or early termination).
  - (f) Reaching Usage Limit: In respect of Data Sharer plans, Vodafone will send a SMS to the applicable Connection when usage on that Connection is near the Usage Limit and another once the Usage Limit has been reached. Further use of out-of-plan services will be restricted until the Buyer account administrator or authorised user either changes or turns off the Usage Limit for the remainder of that month. If a Usage Limit is:
    - changed, the updated Usage Limit will apply from the date notified to the Buyer; or (ii) temporarily turned off in a month due to the Connection reaching the Usage Limit, the Usage Limit will reset at the start of the following month and continue to apply.

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- Removal of Usage Limit: If a Usage Limit is turned off any charges incurred for additional services (usually covered by Vodafone Enterprise Spend Manager) which are not included in the price plan will be charged in accordance with this Agreement.
- 2.5 Call Charges Condition on the Buye Calls are rounded up to the nearest whole second. Call charges are then rounded up to the nearest 1/10th of a penny.
  - (b)Invoicing All call charges are then aggregated per call type and the total charge for each call type is rounded down to the nearest whole penny.
  - (c) VAT is calculated for each call to 4 decimal places of a penny, aggregated and then rounded down to the nearest whole penny.
  - (d)All call charges are set out in pence per minute and all text charges in pence per standard text except where specifically set out otherwise.
  - (e)Vodafone shall issue invoices for Access Fees monthly in advance, One Off Fees in advance and all other charges monthly in arrears unless stated otherwise.
- (f) Access to International Calls and texts are unbarred unless the Buyer notifies Vodafone otherwise.
  - (g) Charges to calls made to Premium Rate numbers, Personal numbers, Road watch and Directory Enquiries numbers are subject to change from time to time.
- (h) The Buyer is not permitted to connect to more than one voice price plan, unless Vodafone agrees otherwise.
  - (i) For an estimate of the speeds Buyer may experience, or to discuss any issues regarding Services or any redress in respect of the Services, please speak to Vodafone's Buyer Services or Buyer's account manager (where applicable).
- 2.6 Vodafone inclusive minutes and texts fair usage policy
  - (a) The following usage controls shall apply to the call and text usage included in the price of the Buyer's Access Fees ('Inclusive Call Types') for the Inclusive price plan.
  - (b) The Buyer's monthly average usage to the Inclusive Call Types ('Agreed Average Usage') and Buyer's percentage split between the different voice and text call types ('Call Profile') shall be set agreed in writing between the Buyer and Vodafone's account manager following signature of the Call-Off Contract.
  - (c) Vodafone shall monitor the Buyer's actual usage and call profile on a quarterly basis against the Agreed Average Usage and Call Profile, and the following provisions shall apply:
  - (d) If the Buyer's monthly usage of the Inclusive Call Types (averaged over a quarter) is more than 20% of the Agreed Average Usage, Vodafone shall notify the Buyer

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- and request that the Buyer modifies its usage to ensure that subsequent monthly usage is within the 20% threshold.
- (e) If Buyer's monthly call profile (averaged over a quarter) varies by more than 20% of the Call Profile, Vodafone shall notify the Buyer and request that the Buyer modify its usage to ensure that the monthly call profile is within the 20% threshold.
- (f) If Buyer's monthly usage and/or call profile does not fall below the 20% threshold for each of the Agreed Average Usage and/or Call Profile (as the case may be) within 3 months of Vodafone's first notification to the Buyer, Vodafone shall be entitled to migrate the Buyer's Connections to an alternative price plan and apply the corresponding charges as set out in the appropriate Service Offer
  - 2.7 Specialist Advisor Conditions on Buyer
- (a) Access to the Specialist Buyer Services Team:
  - (i)The Specialist Buyer Services Team may be accessed and utilised by approved persons of the Buyer. (ii) Buyer acknowledges and agrees that Vodafone shall be required to undertake additional verification to confirm whether any individual has authority from Buyer to utilise the Specialist Buyer Services Team Buyer and Vodafone agree that Vodafone shall not have any liability for accepting orders via the Specialist Buyer Services Team where the order is placed without Buyer's consent, and Buyer accepts ownership of any such orders, subject to Vodafone undertaking additional verification as set out in clause 2.7 (a) (ii) above.
  - (iv)Buyer agrees that any devices ordered via the Specialist Buyer Services Team shall be accepted and paid for by Buyer. Vodafone shall not be obliged to disregard or cease processing unauthorised orders unless Vodafone fails to undertake the additional verification set out in clause 2.7 (a) (ii) above.
  - (v) Buyer acknowledges that where the Specialist Advisor's contract termination date is the same as the Minimum Term, Vodafone would require the Buyer to renew their Agreement to enable Vodafone to assign a Specialist Advisor to the Buyer. In the event the Buyer does not renew Vodafone will only provide Specialist Advisor support for 30 days after the end of the Minimum Term.
  - (vi)In order to remove a Specialist Advisor, or downgrade to foundation Buyer services, Buyer must provide 30 days' written notice.
- (b) Buyer Contact Management:
  - (i)The Specialist Buyer Services Team shall provide the Specialist Buyer Services during Working Hours on Working Days in accordance with the table below.

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Outside of working hours, Buyer's calls shall be automatically re-routed to the main Vodafone Customer Management Centre.

(ii) Buyer shall only contact the relevant helpdesks via the numbers set out in the 'Contact Number' column. Buyer may also use VCO to receive the relevant Specialist Buyer Services during the operating hours, as set out in the table below:

Operating Hours	Helpdesk / Platform	Specialist Buyer Services Available	Contact Number
8:00am – 6:00pm on Working Days	Specialist Buyer Services Team or Specialist Buyer Service Advisor	All corporate Buyer care services. General enquiries including lost/stolen phones.	Buyer's telecommunications managers and administrators - dedicated support team number (provided at on boarding)
		Technical support for Mobility Service and Bearer Services incidents and queries.	Users shall call
At all other times not set out above	Vodafone Customer Management Centre	Reporting lost/stolen phones (including barring of service), Bearer Services incidents and Mobility Service incidents.	
7:30am – 10:30pm Monday – Friday	Vodafone Corporate Online (VCO)	Orders Recoveries Installation Requests Barring Change of user details	N/A

<sup>(</sup>jii) Users will receive a reference number when making a request via email or VCO and can use this to track activity.

(c) Escalations:

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



## Vodafone Inclusive Value Mobile Price Plans - Voice and Text Only

Public Sector

- (i)Where the Specialist Buyer Services Team cannot resolve Buyer's problem or query (raised in accordance with and covered by these Service Specific Terms) by standard processes, Buyer may escalate the service affecting issue in accordance with the escalation level table below.
- (ii)The persons nominated in the escalation procedures shall each have sufficient authority to provide an effective means of escalation to the next level. Escalation routes shall be provided at the onboarding stage.

#### (iii) Escalation levels shall be as follows:

Escalation level	Vodafone escalation point	Acknowledgement time during Working Hours
1	Vodafone Specialist Buyer Services Advisor	At the time of upon notification (only for calls to the Specialist Buyer Services Team
2	Vodafone Specialist Buyer Services Team Leader	2 Working Hours
3	Vodafone Specialist Buyer Services Operations Manager	4 Working Hours

- (iv) Vodafone shall appoint an Account Manager to act as Buyer's contact in relation to the overall management of Buyer's relationship with Vodafone. The identity of the Account Manager may change from time to time, and Vodafone shall promptly advise Buyer of any such changes. If Buyer escalation procedure set out in clause 4.3(c) has been exhausted and the Buyer is dissatisfied, Buyer may escalate the issue to its Account Manager.
- (v) The Specialist Buyer Services Team shall be responsible for all communications between the Parties. Vodafone may facilitate direct contact between Buyer and a Vodafone engineer in the event Vodafone deems such contact necessary to the resolution or understanding of an incident.
- (d) Buyer acknowledges that, in accordance with the Agreement, Buyer retains liability for Charges and all loss suffered by Buyer or User as a result of unauthorised use of SIM Cards, up to the time as Buyer or User has notified Vodafone that such SIM Card is being used without Buyer's authorisation.

#### 2.8 Off-site Lite Advisor

(a)Buyer shall provide the required working space for the On-Site Advisor, including a worktable with appropriate chair, access to normal electrical supply outlets as well as BT-style telephone sockets, and connectivity such as Asymmetric Digital Subscriber Line or Wi-Fi fit for purpose where available; lockable storage facilities,

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## Lot 6 - Mobile Voice and Data Services



## Vodafone Inclusive Value Mobile Price Plans - Voice and Text Only

Public Sector

- a Buyer desktop to enable the On-Site Advisor to access Buyer intranet, phonebook, email and any other Buyer-owned databases or applications, and all necessary building access and security passes. All these facilities shall be free of charge and, where applicable, shall conform to all applicable Health and Safety Regulations in force at the time.
- (b) Vodafone shall provide Equipment for use by the On-Site / Off-site Lite Advisor(s) that Vodafone deems necessary to allow the On-Site Advisor to fulfil its obligations under these Service Specific Terms, including a computer able to access Vodafone systems and a mobile telephone.
- (c) If the Buyer requires a change to Buyer's Site location the Buyer must provide Vodafone with 3 months' notice in writing(i) where a change to the Buyer's Site location results in Vodafone being required to terminate the employment of the On-Site / Off-site Lite Advisor by reason of redundancy, the Buyer shall pay the Redundancy Costs to Vodafone within 30 days' of receipt of an invoice.
  - (ji)where necessary, Vodafone shall take steps to appoint a replacement On-Site Advisor at the new Buyer's Site. The On-Boarding of the replacement On-Site / Off-site Lite Advisor may take up to 16 weeks and the Vodafone Buyer Services Team shall use reasonable endeavours to provide On-Site Advisor support to the Buyer from a Vodafone premises in the interim.
- (d) Review of Resource Requirements:
  - (i)In the event that any other factors arise that may have a bearing on the increase the level of resource required to fulfil the Service, Buyer and Vodafone shall review the current Service and determine if a change in the Service Manual (where applicable) and/or support model is required, and determine any associated implementation plan, and Charges.
  - (ii)In any event, where reasonably practicable, the workload and resource requirements shall be reviewed quarterly by the On-Site Team Manager.
- (e) The Parties agree to meet when reasonably required to review these Service Specific Terms and the requirements contained herein and review status of operations to ensure Buyer satisfaction is maintained.
- (f) Non Solicitation: Neither Party shall (except with the prior written consent of the other) during the term of the Agreement and for a period of 1 year thereafter, solicit the services of any staff of the other Party who have been engaged in the performance or management of that Party's obligations under these Service Specific Terms or any significant part thereof either as principal, agent, employee, independent contractor or any other form of employment or engagement, other

## Lot 6 - Mobile Voice and Data Services



## Vodafone Inclusive Value Mobile Price Plans - Voice and Text Only

Public Sector

than by means of a national advertising campaign open to all-comers and not specifically targeted at such staff of the other Party.

#### (g) Absence Cover:

- (i) The On-Site Advisor shall be required to:
  - (A) attend internal Vodafone meetings from time to time; and
  - (B) attend a monthly off-site Lite two-hour review meeting: and
  - (C) utilise two days off to attend a Vodafone planned conference each year.
- (ii) Vodafone shall not provide absence cover for the circumstances that arise under clause (i)(A) and (i)(B).
  - (h) Vodafone shall provide 7 calendar days' notice of the Off-site Lite / On-Site Advisor's absence detailed in clause (g)(i)(C) above. During the Off-site Lite / On-Site Advisor's absence as detailed in clause (g)(i)(C), Vodafone Buyer Services shall use reasonable efforts to provide a substitute Buyer Service Advisor based remotely at Vodafone's premises, or Buyer premises depending on the Off-site Lite / On-Site Advisor service detailed in the Buyers Call-Off Contract.

#### (i) Planned Absence Cover:

- (i)Vodafone shall not provide an Off-site Lite / On-Site Advisor on bank and other public holidays. (ii) For scheduled sick leave and other scheduled absences, Vodafone shall arrange and provide a substitute Buyer Service Advisor based at Vodafone premises from the first day of absence where reasonably practicable.
- (jii) The substitute Buyer Service Advisor will have suitable training, and knowledge to perform the same business duties as the Off-site Lite / On-Site Advisor that he/she is to replace.

#### (j) Unplanned Absence Cover:

- (i)Should there be non-attendance at work for any reason and that absence has not previously been notified to Buyer, Buyer shall be informed of this absence and the reasons for it by 10.00am on the first day of absence with an indication of how long the absence is expected.
- (ii)In the event of any unplanned absence by the Off-site Lite / On-Site Advisor, Vodafone shall provide cover with a Buyer Service Advisor based at Vodafone premises from the third Working Day of continuous absence, day one being the first day of unplanned absence.

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



Vodafone Inclusive Value Mobile Price Plans - Voice and Text Only

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- (k) Supervision of On-Site Advisor:
  - (i)On a daily basis, the Off-site Lite / On-Site Advisor will report through normal Vodafone line management channels.
  - (ji)The Off-site Lite / On-Site Advisor will be instructed by the Off-site Lite / On-Site Team Manager as to any particular key activities that are required to be undertaken by the On-Site Advisor, as well as any particular activities that need to be dealt with as a matter of priority.
  - (iii) A nominated Buyer representative, whose details shall be provided to Vodafone in writing, may highlight any priorities or concerns to the Off-site Lite / On-Site Advisor who in turn will discuss such concerns with the On-Site Team Manager.
  - (iv) In the event that the Vodafone Buyer contact is unavailable to provide an immediate decision on a particular matter of priority, the Off-site Lite / On-Site Advisor can act on the authority and instruction of the nominated Buyer representative to the extent that it is reasonably practicable to do so; otherwise, the Off-site Lite / On-Site Advisor shall escalate the matter within Vodafone for resolution.
  - (v) The Off-site Lite / On-Site Advisor will be responsible for scheduling and managing their activities as set out in these Service Specific Terms and shall do so in accordance with guidelines provided by the Off-site Lite / On-Site Team Manager.
- (1) Performance and Conduct Issues:

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## Lot 6 - Mobile Voice and Data Services



Vodafone Inclusive Value Mobile Price Plans - Voice and Text Only Public

- In the event that Buyer reasonably believes that the performance or conduct of the Off-site Lite / On-Site Advisor is less than satisfactory, Buyer shall notify the Off-site Lite / On-Site Team Manager in writing accordingly.
- (ii) Each Party shall provide to the other the contact details for relevant personnel within their respective organisations for escalation purposes and shall notify each other in the event that such contact details change during the term of the Agreement
- (iii) in the event that as part of the escalation procedure a reasonable remedy is agreed by Vodafone to assign a new Off-site Lite / On-Site Advisor to the Buyer, the On-Boarding of the new advisor may take up to 16 weeks and the Vodafone Buyer Services Team shall use reasonable endeavours to provide Off-site Lite / On-Site Advisor support to the Buyer from a Vodafone premises in the interim.

2.9

## 3. Outline Implementation Plan

- 3.1 Vodafone provides you with a comprehensive service, moving you from the Service Commencement Date per the Call-Off Contract to your first bill. Vodafone's outline Implementation Plan is detailed below, and this will be updated to become the draft Implementation Plan once the Call-Off Contract has been received by Vodafone:
  - (a) With the Buyer's Vodafone account manager, we agree on a scope document containing an outline of the changes being implemented under the new Call-Off Contract.
- (b)With a representative from the Buyer's organisation, Vodafone will have a call to discuss next steps.
  - (c) Following the call, and Vodafone's analysis of the Buyer's existing services

    Vodafone will formulate a draft Implementation Plan for the Buyer's agreement.
  - (d) Vodafone and the Buyer will agree a target migration or implementation date and manage all the intermediate activities supporting it.
  - (e) Vodafone and the Buyer will ensure that the Buyer's online access (via the Vodafone Corporate Online ("VCO") portal) is working as the Buyer goes live.

## 4. Exit Management Plan

4.1 Whether the Buyer would like to cease or move their services to a new provider entirely, Vodafone's Exit

Management plan is outlined below;

## Lot 6 - Mobile Voice and Data Services



Vodafone Inclusive Value Mobile Price Plans - Voice and Text Only Public

Sector

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

## 5. Service Level Agreement

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

## 6. Optional Schedules

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

- 6.1 Call-Off Schedule 3 of the Call-Off Contract shall not apply.
- 6.2 Call-Off Schedule 4 of the Call-Off Contract shall not apply.

## Lot 6 - Mobile Voice and Data Services



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

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

## 7. Mandatory Schedules

- 7.1 In accordance with the Supplier's obligations under any Call-Off Contract, Vodafone has developed and will maintain the following reports and plans, which are available to view, download, print or save, on Vodafone's Public Sector Portal. By entering into a Call-Off Contract Buyer confirms that it accepts the following reports and plans as is, with no alteration:
- (a) Call-Off Schedule 1 (Transparency Reports) Transparency Report in accordance with Call-Off Schedule 1.
  - (b) Call-Off Schedule 8 (Business Continuity and Disaster Recovery) Business Continuity and Disaster recovery Plan in accordance with Call-Off Schedule 8.
- (c) Call-Off Schedule 9 (Security) Security Management Plan in accordance with Call-Off Schedule 9.

The Security Management Plan for any Deliverables purchased under this Service Offer shall be the Supplier's Security Management Plan published on Vodafone's Public Sector Portal. By entering into a Call-Off Contract the Buyer acknowledges and agrees:

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## Lot 6 - Mobile Voice and Data Services



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- the Supplier has prepared and delivered the Security Management Plan (published as set out above) to the Buyer; and
- (ii) the Buyer has approved the Security Management Plan, in accordance with Call-Off Schedule 9 (Security) Part A: Short Form Security Requirements.

## Lot 6 - Mobile Voice and Data Services



Vodafone Inclusive Value Mobile Price Plans - Voice and Text Only

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#### 8. Service Description and Price Card

#### 8.1 Primary Services

The following prices shall apply:

#### 8.1.1 Devices

• Nokia 105 4G 2023 - per device for the first 3300 devices

If the Buyer wishes to purchase any device other than the Nokia 105, these shall also be available at the prices as set out in Vodafone's Public Sector Monthly Device Price List (as amended and updated from time to time)

Mobile devices provided to the Buyer shall be unlocked at no additional charge at least thirty (30) days prior to the expiry or termination of the Call-Off Agreement.

#### 8.1.2 Mobile SIM Connections

The following SIM Only Inclusive Value price plans will be available to the Buyer, subject to the minimum volume commitments stated in this Service Offer.

Vodafone Public Sector Inclusive Value 12 Month

voudione rubile Sector Inclu	Sive value 12 Month
Monthly Access Fee (Per connection)	£1.70
Minimum term Per connection	12 months
Inclusive UK data	0GB (Barred from data)
UK Min & Texts	Included (Subject to Fair Usage)
Equipment Credit	£0
UK Data capping	No
Public Sector Sharer	No

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

## 8.1.3 Device Staging

Device Staging – per device for the first 3300 devices.

The Vodafone Staging Service provides the Buyer with the following:

1. Gold Build Document to set out the staging deliverables and implementation approach

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## Lot 6 - Mobile Voice and Data Services



Vodafone Inclusive Value Mobile Price Plans - Voice and Text Only

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- 2. Insert SIM (only for new connections)
- 3. Charge Device to 50% battery capacity
- 4. Return to original box
- 8.1.4 Remote Delivery Service

Remote Delivery fixed fee for up to 3300 devices

- Review, understand and implement the details contained in the Gold Build
- Creation of Bulk Volume Order Template with customer
- Ensure all required staging SKUs for devices and accessories are made available from terminals
- Liaise with staging team to obtain staging slots and onward delivery of devices to customer
- No onsite support
- Arrange connection of numbers onto our network
- Delivery to office locations
- Enhanced logistics and tracking

## 8.1.5 Optional – Offsite Service Management

The Buyer has the choice to procure enhanced Service Management Support during the Call Off Contract Period per the following options and applicable pricing:



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## Lot 6 - Mobile Voice and Data Services



Public Sector





## In-Life - detailed view

#### Onsite Advisor

- 24 hour email SLA
- Emails to be actioned by Onsite Advisor
- 80% calls answered within 20 seconds
- Customer will be provided with a named Onsite Advisor 

   Build and own an account manual
- Proactive reporting
- Dedicated email address **customer@help.Vodafone.com** Act as a liaison between customer and
- Dedicated mobile number
- Web chat functionality
- Face to face visit with Onsite Advisor
- Asset management
- VIP support
- Incident management
- Tech bar support
- Email propensity / SLA reporting

- Enhanced Service Model (bespoke)
- Proactive reporting / cost saving
- Optional VCO usage
- Attendance on service calls
  - Vodafone stakeholders
- Identify service improvements
- Data cleanse (maintenance)
- Business continuity (remote cover is provided)
- Onsite technical support
- Onsite relationship management





## In-Life - detailed view

### Specialist Advisor

- . 4 hour standard email SLA
- Orders processed by 4pm will be delivered next working day.
- 95% calls answered within 15 seconds
- Customer will be provided with a named Specialist Advisor
- · Able to support customer end user helpdesk
- Proactive reporting
- Access to VF systems only
- Ring fenced voice support
- Dedicated email address customer@help.Vodafone.com
- Dedicated direct phone number
- Web chat functionality
- Emails to be actioned by Specialist Advisor
- Face to face visit with Specialist Advisor Email Propensity / SLA reporting
- Enhanced Service Model (Non Bespoke)
- Optional VCO usage
- UK suppon team
   Build and own an account manual

## Lot 6 - Mobile Voice and Data Services



Vodafone Inclusive Value Mobile Price Plans - Voice and Text Only

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	Onsite Advisor	Offsite Advisor	Specialist Advisor	Foundation			
med advisor	· ·	~	-	9 11 11 1			
K-Based Support Team	~	~	4				
tandardised service model		P. P. 4	A				
espoke service model	~	/					
ased on customer premises	1	0 0 0 0					
edicated cover resource	4						- A
ccess to Self-Serve Portal	1		· · · · · ·	4		ALC: A PARTY	(2)
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edicated direct telephone number	-		~		10000	LESS	
ro-active reporting		~	~			DOM:	
opensity/SLA reporting if required	1	~	1				
4 hour Email SLA	~	~			100		
uild and own account manual	~	~	/				111111111111111111111111111111111111111
ervice and invoice performance reviews	~	~	1		1		
2f/virtual meetings	4	~	~			111	
elationship management	1	~	1				
IP support	~	~					
roactive service improvements	4	4				The same of	40
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#### Offsite Lite Service Management

Service	Price Per Annum
Offsite Lite	

## Rates for Inclusive Value Price Plan's

Voice calls and messaging from the UK only.

Standard UK call charges	Charge per minute
Calls to any Vodafone UK mobile or standard UK landline (starting 01, 02 or 03) within the	
UK	
Calls to other UK mobile networks within the UK	
Calls to UK voicemail	
Standard UK call charges (1 minute minimum call charge)	Charge per minute
Video calling to any Vodafone UK mobile within the UK	
Video calling to other UK mobile networks within the UK	

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## Lot 6 - Mobile Voice and Data Services



## Vodafone Inclusive Value Mobile Price Plans - Voice and Text Only

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Video calling to international mobile networks within the UK	
Standard UK text charges	Charge per text
Standard UK text message	
Standard UK picture message	
Standard UK long text	
Standard UK video message	
Non-geographic call charges (1 minute minimum call charge)	Charge per minute
Non-geographic numbers starting 0500	•
Non-geographic numbers starting 0800, 0808	
	Access charge of a minute plus a service charge* (one minute minimum call
Charity numbers starting 0000 or 0000	charge)
Charity numbers starting 0800 or 0808	
Radio-paging services (starting 076)	
Personal numbering services (starting 070)	•
	From 1st October 2019:
	Calls to other UK mobile
	networks rate
	(Personal numbering
	services (starting 070) are
	part of the
	Buyer's UK minutes
	bundle inclusive in plan. Any
	out of bundle charges will be charged at the
	above rate).
Call forwarding services (e.g. 07744, 07755)	
These calls are subject to Fair Usage, for more detail, see the terms Fa onditions on the Buyer. ** A service charge also applies for calls to n as advertised by the organisation offering the service (such as your ba	umbers starting 084, 087, 09 or 118,
Premium rate charges	Charges
Premium rate services (starting 09)	Access charge of a minute
	plus a service charge** (one
	minute minimum call charge

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will let Buyer know the cost of the call.

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radio shows, competition lines and information services. The service provider

Directory Enquiries call charges (1 minute minimum call charge)

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(oneminute minimum call

Charge per Minute

charge)

## Lot 6 - Mobile Voice and Data Services



Vodafone Inclusive Value Mobile Price Plans - Voice and Text Only

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Calls to Vodafone's preferred directory enquiry number (118 881)	Access charge of minute, plus a service charge of a minute (one-minute minimum call charge)
Calls to directory enquiries numbers (118)	Access charge of a minute, plus a service charge** (one-minute minimum call charge)

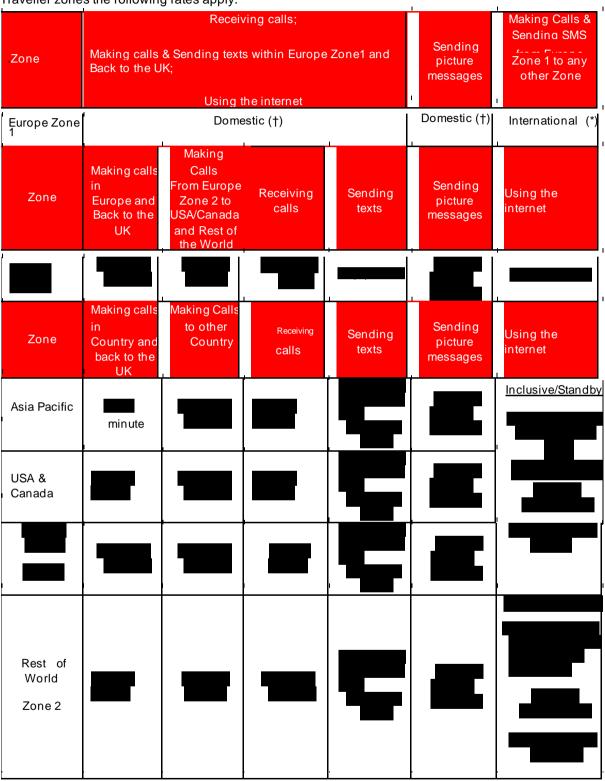
<sup>\*\*</sup> A service charge also applies for calls to numbers starting 084, 087, 09 or 118, as advertised by the organisation offering the service (such as your bank or travel agent).

## **Direct award (Order Form and Call-Off Schedules)**

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#### Standard List Price for Calls, texts and data outside the UK not covered by Vodafone Public Sector <u>Traveller</u>

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



## **Direct award (Order Form and Call-Off Schedules)**Crown Copyright 2018

- (†) Buyers are charged standard UK charges and standard UK out-of-bundle charges. Calls to non-standard UK numbers (premium rate, directory enquiry, non-geographical, etc.) are charged 3.9p per min. Calls to Free Phone numbers (0800, 0808) are free of charge. UK Non-geographic minutes bundles can't be used in Europe Zone 1.
- (\*) Cross-zone calls & texts are charged as International Calls and texts. Any applicable International Add-ons and/or inclusive International minutes apply. (See 'International calls, texts and video calls from the UK' for the Intl. rates and Add-ons)

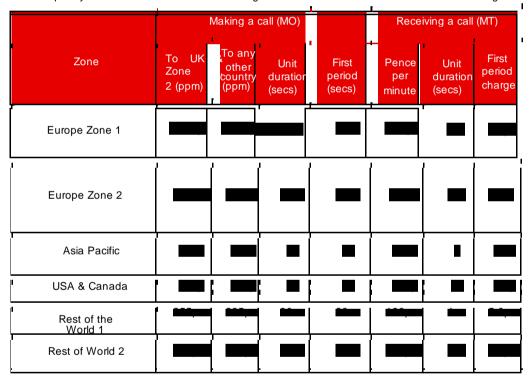
In Europe Zone 2, Vodafone will charge Buyer for calls Buyer makes in 1 second increments with a 30 second minimum call charge. All calls Buyer receives are charged per second.

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

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

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

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



#### 9. Technology, Equipment and Solutions Options

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

#### Devices

Vodafone shall provide or offer for purchase to the Buyer a choice of mobile devices and applicable charges for connection to the Services. The choice of devices shall regularly be updated and published in the Public Sector Monthly Device Price List. Mobile devices

#### **Direct award (Order Form and Call-Off Schedules)**

Crown Copyright 2018

provided to the Buyer shall be unlocked at no additional charge at least thirty (30) days prior to the expiry or termination of the Call-Off Agreement.

#### 10. Definitions

Access Fee	A monthly or other periodic charge (as set out in this Service Offer and/or the Call Off Terms)  payable by the Buyer for use of the Services.
Account Manager	The Vodafone employee responsible for managing Buyer's relationship with Vodafone.
Additional Service Recipients	a Buyer Group entity which is not a direct party to this Agreement, but which is named in this Agreement as a beneficiary of the Services or otherwise approved to receive the Services
Add-on	Functionality that is added to a Voice price plan) an existing price plan associated with it (e.g.
Agreement	means the Call-Off Contract and Service Offer.
AUP	Vodafone's acceptable use policy available on request.
Buyer	The entity identified as the Buyer in the Call-Off Contract I hardware, Software or any other tangible material not supplied by Vodafone that is used with
Buyer Equipment	to access the Service. Any Equipment Buyer purchases from Vodafone shall be considered be Buyer Equipment once title has passed to the Buyer.
Buyer Group	Buyer and any company in which Buyer has the beneficial ownership of more than 50% of the issued share capital, or the legal power to direct the general management of the company in question, either at or after the date of the Call-off Contract.
Buyer Service Advisor Buyer's Service Desk	a Vodafone employee, based at Vodafone premises. is the service desk provided by Buyer which will be the initial point of contact between Vodafone and Buyer.
Buyer Site	as the context permits a Buyer's premises (either owned by Buyer or a third party) which Vodafone needs to access in order to deliver or install Equipment and/or to provide the Services or the location where the Services are to be provided, as set out in the Call-Off Contract.
Connection	A UK Vodafone SIM card that has been configured to attach to the Vodafone UK network, with a voice price plan and/or data plan associated with it.
Data	a data only price plan typically added to a Connection for use on a mobile broadband device, tablet, or other such device that is limited to data use only.
Device Price List	means the document produced, maintained and issued from time to time by Vodafone detailing the devices and corresponding prices then currently available for Buyers to procure from Vodafone.
Directory Enquiries	Calls to Vodafone directory enquiries numbers (118 881), calls to directory enquiry numbers (118), for internal directory enquiries (118661). These numbering codes may be updated from time to time by the regulator.
Email	a data price plan typically added to a Connection with an existing voice price plan, and sometimes called an 'Add-On'.
End Of Life	where Vodafone or a manufacturer of Equipment declares that the type of Equipment is end-clife (or otherwise stops marketing, selling or supporting it).
Equipment	hardware, Vodafone Software, and any other tangible equipment (other than SIMs) supplied by or on behalf of, Vodafone to Buyer for use in receiving the Services. Equipment excludes Buye Equipment.
Fair Usage	the usage control applied by Vodafone to certain Data price plans.
Forms	The standard template forms supplied by Vodatone for use by Buyer in submitting orders, recovery requests and general requests via the Specialist Buyer Services team.

## Direct award (Order Form and Call-Off Schedules)

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GSM Gateway	any equipment containing a SIM card which enables the routing of calls from fixed apparatus to mobile equipment by establishing a mobile to mobile call.
Helpdesk(s)	the Buyer Services Helpdesk
International Calls Migrated Connection	a mobile number already connected to the Vodafone network (not including via mobile virtua network operators) but managed by a different supplier and that is transferred to Vodafone under the Call-Off Contract.
Network	the communications network together with the equipment and premises that are connected to such network and which are used by Vodafone to perform the Services.
Public Sector Traveller	enables a Buyer's organisation to work abroad worry free. Buyers can take their standard Uk calls, texts and data abroad knowing how much they will be charged beforehand. 4G roaming is also now available in 150 destinations. Included in all price plans.
Off-Site Lite Advisor	a Vodafone employee, based at Vodafone's Site
Off-Site Lite Team	the line manager of the Off-Site Lite Advisor.
Manager Premium Rate Calls	Mean non-geographic numbers, charity numbers, radio-paging services, personal numbering services, call forwarding services, premium rate services, voice short codes, directory enquiry numbers. These numbering codes may be updated from time to time by the regulator.
Roaming	The ability to make calls to other countries whilst outside of the UK
Roaming Calls	Calls or texts made and/or received within a country other than the UK.
Services	the Vodafone product(s) detailed in this Service Offer.
Service Commencement	the date of completion of Vodafone's testing when the Service is ready for use.
Date	
Service Manual	a Vodafone owned, working document between Vodafone and Buyer which outlines the working practises undertaken by the On -Site Advisor.
Standard List Price(s)	Vodafone's standard unsubsidised charges for equipment and services as: (1) set out on any Vodafone website; and/or (2) advised to Buyers by Vodafone; and/or (3) as are available on request from Vodafone, as amended by Vodafone from time to time.
Subsidy	any Equipment Credit provided by Vodafone to the Buyer pursuant to this Service Offer
Supplier Target Spend	where used in this Service Offer or Call-Off Contract means Vodafone. the amount of money specified in the Call-Off Contract for a particular Service (where
Term Per Connection	applicable).  The minimum term for which the Buyer commits to receive the service for each connection.
Telliti el Collilection	The minimum term for which the buyer commits to receive the service for each connection.
User	an individual end user of the Services who is approved by Buyer and who must be a permane or temporary employee or sub-contractor of Buyer or an Additional Service Recipient unless otherwise specified in this Agreement.
User Details	and/er Falliementsword, or other access information used by a User to access the Service
VCO	Vodafone Corporate Online, the online portal provided by Vodafone used by the Buyer to place orders for additional Services and / or changes to existing Services.
Vodafone	Vodafone Limited, registered number 01471587, and registered office Vodafone House, The Connection. Newbury. Berkshire RG14 2FN.
Vodafone Software	any Software supplied by Vodafone or its licensors to Buyer (including Software embedded ir any Equipment).
Voice	a price plan with circuit switch call functionality and texting.
Wi-Fi Calling	an integrated service that allows Buyer to make and receive voice calls over a wireless interr connection such as home broadband, office broadband or public Wi-Fi.

## **Direct award (Order Form and Call-Off Schedules)** Crown Copyright 2018

Working Days		Monday to Friday inclusive, other than public holidays in the UK.
Working Hours		the hours between 8.00am and 6.00pm on each Working Day.
Redundancy Costs		means any statutory redundancy payment, enhanced redundancy fee and notice payment payable (contractual or statutory whichever the higher) on the termination of employment on the ground of redundancy of any of On-Site Advisor subject to a maximum of the OnSite Advisor annual salary.
Termination	Cost	means any statutory redundancy payment, enhanced redundancy fee, notice payment payable (contractual or statutory whichever the higher), any other contractual or statutory payment paid to be paid on termination of the On-Site Advisor's contract, or any reasonable settlement fee as compensation for the termination of employment for any reason subject to a maximum of the On-Site Advisor's annual salary.

# **Core Terms (version 3.0.5)**



# **Core Terms**

**Core Terms** 

### 1. Definitions used in the contract

1.1 Interpret this Contract using Joint Schedule 1 (Defini□ons).

### 2. How the contract works

- 2.1 The Supplier is eligible for the award of Call-Off Contracts during the Framework Contract Period.
- 2.2 CCS doesn't guarantee the Supplier any exclusivity, quan ty or value of work under the Framework Contract.
- 2.3 CCS has paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.
- 2.4 If the Buyer decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using Framework Schedule 6 (Order Form Template and Call-Off Schedules). If allowed by the Regula ons, the Buyer can:
  - make changes to Framework Schedule 6 (Order Form Template and Call-Off Schedules)
  - create new Call-Off Schedules
  - exclude op□onal template Call-Off Schedules
  - use Special Terms in the Order Form to add or change terms
- 2.5 Each Call-Off Contract:
  - is a separate Contract from the Framework Contract
  - is between a Supplier and a Buyer
  - includes Core Terms, Schedules and any other changes or items in the completed Order Form
  - survives the termina on of the Framework Contract
- 2.6 Where the Supplier is approached by an eligible buyer requesping Deliverables or substanpally similar goods or services, the Supplier must tell them about this Framework Contract before accepping their order. The Supplier will promptly nopfy CCS if the eligible buyer won't use this Framework Contract.
- 2.7 The Supplier acknowledges it has all the informa on required to perform its obliga ons under each Contract before entering into a Contract. When informa on is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.
- 2.8 The Supplier won't be excused from any obliga□on, or be en□tled to addi□onal Costs or Charges because it failed to either:
  - verify the accuracy of the Due Diligence Informa□on
  - properly perform its own adequate checks
- 2.9 CCS and the Buyer won't be liable for errors, omissions or misrepresenta□on of any informa□on.

#### **Core Terms**

2.10 The Supplier warrants and represents that all statements made and documents submi□ed as part of the procurement of Deliverables are and remain true and accurate.

### 3. What needs to be delivered

### 3.1 All deliverables

- 3.1.1 The Supplier must provide Deliverables:
  - that comply with the Specifica□on, the Framework Tender Response and, in rela□on to a Call-Off Contract, the Call-Off Tender (if there is one)
  - to a professional standard
  - using reasonable skill and care
  - using Good Industry Prac
     □ce
  - using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract
  - on the dates agreed
  - that comply with Law
- 3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

### 3.2 Goods clauses

- 3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- 3.2.2 All manufacturer warran □es covering the Goods must be assignable to the Buyer on request and for free.
- 3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.
- 3.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer no ces damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.
- 3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the □me of transfer of ownership.
- 3.2.6 The Supplier must deliver the Goods on the date and to the specified loca□on during the Buyer's working hours.
- 3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 3.2.8 All deliveries must have a delivery note a□ached that specifies the order number, type and quan□ty of Goods.

Core Terms

- 3.2.9 The Supplier must provide all tools, informa□on and instruc□ons the Buyer needs to make use of the Goods.
- 3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give no□ce of actual or an□cipated ac□on about the Recall of the Goods.
- 3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days no□ce then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- 3.2.12 The Supplier must at its own cost repair, replace, refund or subs □tute (at the Buyer's op □on and request) any Goods that the Buyer rejects because they don't conform with Clause 3. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.

### 3.3 Services clauses

- 3.3.1 Late Delivery of the Services will be a Default of a Call-Off Contract.
- 3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instruc□ons.
- 3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.
- 3.3.4 The Supplier must allocate sufficient resources and appropriate exper□se to each Contract.
- 3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's opera□ons, employees or other contractors.
- 3.3.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- 3.3.7 The Buyer is en tled to withhold payment for par ally or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

# 4 Pricing and payments

- 4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.
- 4.2 CCS must invoice the Supplier for the Management Charge and the Supplier must pay it using the process in Framework Schedule 5 (Management Charges and Informa on).
- 4.3 All Charges and the Management Charge:
  - exclude VAT, which is payable on provision of a valid VAT invoice

#### Core Terms

- include all costs connected with the Supply of Deliverables
- 4.4 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.
- 4.5 A Supplier invoice is only valid if it:
  - includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer
  - includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any)
  - doesn't include any Management Charge (the Supplier must not charge the Buyer in any way for the Management Charge)
- 4.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if no ce and reasons are provided.
- 4.7 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, CCS or the Buyer can publish the details of the late payment or non-payment.
- 4.8 If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables and that cost is reimbursable by the Buyer, then CCS or the Buyer may either:
  - require the Supplier to replace its exis ing commercial terms with the more favourable terms offered for the relevant items
  - enter into a direct agreement with the Subcontractor or third party for the relevant item
- 4.9 If CCS or the Buyer uses Clause 4.8 then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Varia□on Procedure.
- 4.10 CCS and the Buyer's right to enter into a direct agreement for the supply of the relevant items is subject to both:
  - the relevant item being made available to the Supplier if required to provide the Deliverables
  - any reducon in the Framework Prices (and where applicable, the Charges) excludes any unavoidable costs that must be paid by the Supplier for the subsortuted item, including any licence fees or early termination charges
- 4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless they're ordered to do so by a court.

# 5. The buyer's obligations to the supplier

5.1 If Supplier Non-Performance arises from an Authority Cause:

#### Core Terms

- neither CCS or the Buyer can terminate a Contract under Clause 10.4.1
- the Supplier is enutled to reasonable and proven addiuonal expenses and to relief from Delay Payments, liability and Deducuon under this Contract
- the Supplier is en tled to addi onal one needed to make the Delivery
- the Supplier cannot suspend the ongoing supply of Deliverables
- 5.2 Clause 5.1 only applies if the Supplier:
  - gives no□ce to the Party responsible for the Authority Cause within 10 Working Days of becoming aware
  - demonstrates that the Supplier Non-Performance only happened because of the Authority Cause
  - mi□gated the impact of the Authority Cause

# 6. Record keeping and reporting

- 6.1 The Supplier must a□end Progress Mee□ngs with the Buyer and provide Progress Reports when specified in the Order Form.
- 6.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for 7 years after the End Date.
- 6.3 The Supplier must allow any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit.
- 6.4 The Supplier must provide informa on to the Auditor and reasonable co-opera on at their request.
- 6.5 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
  - tell the Relevant Authority and give reasons
  - propose correc□ve ac□on
  - provide a deadline for comple □ng the correc □ve ac □on
- 6.6 The Supplier must provide CCS with a Self Audit Cer ficate supported by an audit report at the end of each Contract Year. The report must contain:
  - the methodology of the review
  - the sampling techniques applied
  - details of any issues
  - any remedial ac□on taken
- 6.7 The Self Audit Cer inficate must be completed and signed by an auditor or senior member of the Supplier's management team that is qualified in either a relevant audit or financial discipline.

**Core Terms** 

# 7. Supplier staff

- 7.1 The Supplier Staff involved in the performance of each Contract must:
  - be appropriately trained and qualified
  - be ve □ed using Good Industry Prac □ce and the Security Policy
  - comply with all conduct requirements when on the Buyer's Premises
- 7.2 Where a Buyer decides one of the Supplier's Staff isn't suitable to work on a contract, the Supplier must replace them with a suitably qualified alterna ve.
- 7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.
- 7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.
- 7.5 The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

# 8. Rights and protection

- 8.1 The Supplier warrants and represents that:
  - it has full capacity and authority to enter into and to perform each Contract
  - each Contract is executed by its authorised representa ve
  - it is a legally valid and exisong organisaon incorporated in the place it was formed
  - there are no known legal or regulatory acons or invesogations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract
  - it maintains all necessary rights, authorisa□ons, licences and consents to perform its obliga□ons under each Contract
  - it doesn't have any contractual obliga ons which are likely to have a material adverse effect on its ability to perform each Contract
  - it is not impacted by an Insolvency Event
  - it will comply with each Call-Off Contract
- 8.2 The warran □es and representa □ons in Clauses 2.10 and 8.1 are repeated each □me the Supplier provides Deliverables under the Contract.
- 8.3 The Supplier indemnifies both CCS and every Buyer against each of the following:
  - wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract
  - non-payment by the Supplier of any tax or Na□onal Insurance
- 8.4 All claims indemnified under this Contract must use Clause 26.

#### Core Terms

- 8.5 CCS or a Buyer can terminate the Contract for breach of any warranty or indemnity where they are enutled to do so.
- 8.6 If the Supplier becomes aware of a representa on or warranty that becomes untrue or misleading, it must immediately no fy CCS and every Buyer.
- 8.7 All third party warran es and indemni es covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

# 9. Intellectual Property Rights (IPRs)

- 9.1 Each Party keeps ownership of its own Exis ng IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Exis ng IPR to enable it to both:
  - receive and use the Deliverables
  - make use of the deliverables provided by a Replacement Supplier
- Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Exispng IPRs and New IPRs for the purpose of fulfilling its obligapons during the Contract Period.
- 9.3 Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in wring to the other Party on request and at its own cost.
- 9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in wri

  ng.
- 9.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 9.6 If an IPR Claim is made or an cipated the Supplier must at its own expense and the Buyer's sole op on, either:
  - obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR
  - replace or modify the relevant item with substitutes that don't infringe IPR without adversely affecing the functionality or performance of the Deliverables

# 10. Ending the contract

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

**Core Terms** 

### 10.3 Ending the contract without a reason

10.3.1 CCS has the right to terminate the Framework Contract at any □me without reason or liability by giving the Supplier at least 30 days' no □ce and if it's terminated Clause 10.5.2 to 10.5.7 applies.

10.3.2 Each Buyer has the right to terminate their Call-Off Contract at any □me without reason or liability by giving the Supplier not less than 90 days' wri□en no□ce and if it's terminated Clause 10.5.2 to 10.5.7 applies.

### 10.4 When CCS or the buyer can end a contract

10.4.1 If any of the following events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termina□on No□ce to the Supplier:

- there's a Supplier Insolvency Event
- there's a Contract Default that is not corrected in line with an accepted Recuficauon Plan
- the Relevant Authority rejects a Rec
   —fica
   —on Plan or the Supplier does not provide it within 10 days of the request
- there's any material default of the Contract
- there's a Default of Clauses 2.10, 9, 14, 15, 27, 32 or Framework Schedule 9 (Cyber Essen□als) (where applicable) rela□ng to any Contract
- there's a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management)
- there's a Change of Control of the Supplier which isn't pre-approved by the Relevant Authority in wri□ng
- there's a Varia on to a Contract which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes)
- if the Relevant Authority discovers that the Supplier was in one of the situa□ons in 57 (1) or 57(2) of the Regula□ons at the □me the Contract was awarded
- the Court of Jus□ce of the European Union uses Ar□cle 258 of the Treaty on the Func□oning of the European Union (TFEU) to declare that the Contract should not have been awarded to the Supplier because of a serious breach of the TFEU or the Regula□ons
- the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them
- 10.4.2 CCS may terminate the Framework Contract if a Buyer terminates a Call-Off Contract for any of the reasons listed in Clause 10.4.1.
- 10.4.3 If there is a Default, the Relevant Authority can, without limi□ng its other rights, request that the Supplier provide a Rec□fica□on Plan.
- 10.4.4 When the Relevant Authority receives a requested Rec□fica□on Plan it can either:

  - accept the Rec\_fica\_on Plan or revised Rec\_fica\_on Plan (without limi\_ng its rights) and the Supplier must immediately start work on the ac\_ons in the Rec\_fica\_on Plan at its own cost,

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unless agreed otherwise by the Par
es

10.4.5 Where the Rec□fica□on Plan or revised Rec□fica□on Plan is rejected, the Relevant Authority:

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

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

### 10.5 What happens if the contract ends

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

- 10.5.1 The Supplier is responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.
- 10.5.2 The Buyer's payment obliga ons under the terminated Contract stop immediately.
- 10.5.3 Accumulated rights of the Par□es are not affected.
- 10.5.4 The Supplier must promptly delete or return the Government Data except where required to retain copies by law.
- 10.5.5 The Supplier must promptly return any of CCS or the Buyer's property provided under the terminated Contract.
- 10.5.6 The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and reprocurement (including to a Replacement Supplier).
- 10.5.7 The following Clauses survive the termina□on of each Contract: 3.2.10, 6, 7.2, 9, 11, 14, 15, 16, 17, 18, 34, 35 and any Clauses and Schedules which are expressly or by implica□on intended to con□nue.

### 10.6 When the supplier can end the contract

10.6.1 The Supplier can issue a Reminder No□ce if the Buyer does not pay an undisputed invoice on □me. The Supplier can terminate a Call-Off Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the annual Contract Value within 30 days of the date of the Reminder No□ce.

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

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

#### 10.7 When subcontracts can be ended

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

#### Core Terms

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

### 10.8 Partially ending and suspending the contract

- 10.8.1 Where CCS has the right to terminate the Framework Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Call-Off Contracts during this period. If this happens, the Supplier must s□ll meet its obliga□ons under any exis□ng Call-Off Contracts that have already been signed.
- 10.8.2 Where CCS has the right to terminate a Framework Contract it is en tled to terminate all or part of it.
- 10.8.3 Where the Buyer has the right to terminate a Call-Off Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends a Contract it can provide the Deliverables itself or buy them from a third party.
- 10.8.4 The Relevant Authority can only par□ally terminate or suspend a Contract if the remaining parts of that Contract can s□ll be used to effec□vely deliver the intended purpose.
- 10.8.5 The Par□es must agree any necessary Varia□on required by Clause 10.8 using the Varia□on Procedure, but the Supplier may not either:
  - reject the Varia□on
  - increase the Charges, except where the right to par□al termina□on is under Clause 10.3
- 10.8.6 The Buyer can s□ll use other rights available, or subsequently available to it if it acts on its rights under Clause 10.8.

# 11. How much you can be held responsible for

- 11.1 Each Party's total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is no more than £100,000.
- 11.2 Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Es□mated Yearly Charges unless specified in the Call-Off Order Form
- 11.3 No Party is liable to the other for:
  - any indirect Losses
  - Loss of profits, turnover, savings, business opportuni□es or damage to goodwill (in each case

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whether direct or indirect)

- 11.4 In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following:
  - its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors
  - its liability for bribery or fraud or fraudulent misrepresenta on by it or its employees
  - any liability that cannot be excluded or limited by Law
  - its obliga on to pay the required Management Charge or Default Management Charge
- 11.5 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3, 9.5, 12.2 or 14.9 or Call-Off Schedule 2 (Staff Transfer) of a Contract.
- 11.6 Each Party must use all reasonable endeavours to mi gate any Loss or damage which it suffers under or in connec on with each Contract, including any indemni os.
- 11.7 When calcula ng the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into considera on:
  - Deduc□ons
  - any items specified in Clause 11.5
- 11.8 If more than one Supplier is party to a Contract, each Supplier Party is fully responsible for both their own liabili□es and the liabili□es of the other Suppliers.

# 12. Obeying the law

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

### 13. Insurance

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

# 14. Data protection

14.1 The Relevant Authority is the Controller and the Supplier is the Processor for the purposes of the Data Protecon Legislaon.

#### Core Terms

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

    ce
  - securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it
  - indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protecon Legislaon.

# 15. What you must keep confidential

- 15.1 Each Party must:
  - keep all Confiden□al Informa□on it receives confiden□al and secure
  - not disclose, use or exploit the Disclosing Party's Confiden
     □al Informa
     □on without the
     Disclosing Party's prior wri
     □en consent, except for the purposes an
     □cipated under the Contract

#### Core Terms

- immediately no□fy the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confiden□al Informa□on
- 15.2 In spite of Clause 15.1, a Party may disclose Confiden □al Informa □on which it receives from the Disclosing Party in any of the following instances:
  - where disclosure is required by applicable Law or by a court with the relevant jurisdic□on if the Recipient Party no□fies the Disclosing Party of the full circumstances, the affected Confiden□al Informa□on and extent of the disclosure
  - if the Recipient Party already had the informa on without obligation of confidentiality before it was disclosed by the Disclosing Party
  - if the informa on was given to it by a third party without obliga on of confiden ality
  - if the informa on was in the public domain at the one of the disclosure
  - if the informa on was independently developed without access to the Disclosing Party's Confiden al Informa
  - to its auditors or for the purposes of regulatory requirements
  - on a confiden □ al basis, to its professional advisers on a need-to-know basis
  - to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in ac□vity that may be a criminal offence under the Bribery Act 2010
- 15.3 The Supplier may disclose Confiden al Informa on a confiden al basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confiden ality agreement with the Relevant Authority at its request.
- 15.4 CCS or the Buyer may disclose Confiden □al Informa □on in any of the following cases:
  - on a confiden

     all basis to the employees, agents, consultants and contractors of CCS or the
     Buyer
  - on a confiden al basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to
  - if CCS or the Buyer (acpg reasonably) considers disclosure necessary or appropriate to carry out its public functions
  - where requested by Parliament
  - under Clauses 4.7 and 16
- 15.5 For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confiden albasis means disclosure under a confiden ality agreement or arrangement including terms as strict as those required in Clause 15.
- 15.6 Transparency Informa□on is not Confiden□al Informa□on.
- 15.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior wri

  en consent of the Relevant Authority and must take all reasonable steps to

Core Terms

ensure that Supplier Staff do not either.

# 16. When you can share information

- 16.1 The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Informa□on.
- 16.2 Within the required □mescales the Supplier must give CCS and each Buyer full co-opera□on and informa□on needed so the Buyer can:
  - publish the Transparency Informa□on
  - comply with any Freedom of Informa on Act (FOIA) request
  - comply with any Environmental Informa□on Regula□ons (EIR) request
- 16.3 The Relevant Authority may talk to the Supplier to help it decide whether to publish informa□on under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority's decision, which does not need to be reasonable.

# 17. Invalid parts of the contract

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

# 18. No other terms apply

The provisions incorporated into each Contract are the endre agreement between the Pardes. The Contract replaces all previous statements and agreements whether wriden or oral. No other provisions apply.

# 19. Other people's rights in a contract

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

# 20. Circumstances beyond your control

- 20.1 Any Party affected by a Force Majeure Event is excused from performing its obliga ons under a Contract while the inability to perform condues, if it both:
  - provides a Force Majeure No□ce to the other Party
  - uses all reasonable measures pracucal to reduce the impact of the Force Majeure Event
- 20.2 Either party can parally or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days conanuously.
- 20.3 Where a Party terminates under Clause 20.2:

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

# 21. Relationships created by the contract

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

# 22. Giving up contract rights

A paral or full waiver or relaxaon of the terms of a Contract is only valid if it is stated to be a waiver in wriang to the other Party.

# 23. Transferring responsibilities

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

# 24. Changing the contract

- 24.1 Either Party can request a Varia□on to a Contract which is only effec□ve if agreed in wri□ng and signed by both Par□es
- 24.2 The Supplier must provide an Impact Assessment either:
  - with the Varia□on Form, where the Supplier requests the Varia□on
  - within the □me limits included in a Varia□on Form requested by CCS or the Buyer
- 24.3 If the Variapon to a Contract cannot be agreed or resolved by the Parpes, CCS or the Buyer can either:

#### Core Terms

- agree that the Contract con nues without the Varia on
- terminate the affected Contract, unless in the case of a Call-Off Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substan all work being carried out to provide them
- refer the Dispute to be resolved using Clause 34 (Resolving Disputes)
- 24.4 CCS and the Buyer are not required to accept a Varia on request made by the Supplier.
- 24.5 If there is a General Change in Law, the Supplier must bear the risk of the change and is not en□tled to ask for an increase to the Framework Prices or the Charges.
- 24.6 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give CCS and the Buyer no co of the likely effects of the changes as soon as reasonably praccal. They must also say if they think any Varia on is needed either to the Deliverables, Framework Prices or a Contract and provide evidence:
  - that the Supplier has kept costs as low as possible, including in Subcontractor costs
  - of how it has affected the Supplier's costs
- 24.7 Any change in the Framework Prices or relief from the Supplier's obliga ons because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.

## 25. How to communicate about the contract

- 25.1 All no□ces under the Contract must be in wri□ng and are considered effec□ve on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the no□ce is effec□ve on the next Working Day. An email is effec□ve when sent unless an error message is received.
- 25.2 No ces to CCS must be sent to the CCS Authorised Representa ve's address or email address in the Framework Award Form.
- 25.3 No ces to the Buyer must be sent to the Buyer Authorised Representa ve's address or email address in the Order Form.
- 25.4 This Clause does not apply to the service of legal proceedings or any documents in any legal ac□on, arbitra□on or dispute resolu□on.

# 26. Dealing with claims

- 26.1 If a Beneficiary is no□fied of a Claim then it must no□fy the Indemnifier as soon as reasonably prac□cal and no later than 10 Working Days.
- 26.2 At the Indemnifier's cost the Beneficiary must both:
  - allow the Indemnifier to conduct all nego □a □ons and proceedings to do with a Claim
  - give the Indemnifier reasonable assistance with the claim if requested

#### Core Terms

- 26.3 The Beneficiary must not make admissions about the Claim without the prior wri□en consent of the Indemnifier which can not be unreasonably withheld or delayed.
- 26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that doesn't damage the Beneficiary's reputanon.
- 26.5 The Indemnifier must not se □ le or compromise any Claim without the Beneficiary's prior wri □ en consent which it must not unreasonably withhold or delay.
- 26.6 Each Beneficiary must take all reasonable steps to minimise and mi□gate any losses that it suffers because of the Claim.
- 26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
  - the sum recovered minus any legimate amount spent by the Beneficiary when recovering this money
  - the amount the Indemnifier paid the Beneficiary for the Claim

# 27. Preventing fraud, bribery and corruption

- 27.1 The Supplier must not during any Contract Period:
  - commit a Prohibited Act or any other criminal offence in the Regula

    ons 57(1) and 57(2)
  - do or allow anything which would cause CCS or the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them
- 27.2 The Supplier must during the Contract Period:
  - create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the
  - keep full records to show it has complied with its obliga□ons under Clause 27 and give copies to CCS or the Buyer on request
  - if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant Contract, and then annually, cer in writing to the Relevant Authority, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable suppor evidence of this on request, including its policies and procedures
- The Supplier must immediately no□fy CCS and the Buyer if it becomes aware of any breach of Clauses 27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:
  - been inves□gated or prosecuted for an alleged Prohibited Act

#### Core Terms

- been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency
- received a request or demand for any undue financial or other advantage of any kind related to a Contract
- suspected that any person or Party directly or indirectly related to a Contract has commided or admit a Prohibited Act
- 27.4 If the Supplier no□fies CCS or the Buyer as required by Clause 27.3, the Supplier must respond promptly to their further enquiries, co-operate with any inves□ga□on and allow the Audit of any books, records and relevant documenta□on.
- 27.5 In any no ce the Supplier gives under Clause 27.4 it must specify the:
  - Prohibited Act
  - iden□ty of the Party who it thinks has commi□ed the Prohibited Act
  - ac□on it has decided to take

# 28. Equality, diversity and human rights

- 28.1 The Supplier must follow all applicable equality Law when they perform their obliga ons under the Contract, including:
  - protecons against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise
  - any other requirements and instrucons which CCS or the Buyer reasonably imposes related to equality Law
- 28.2 The Supplier must take all necessary steps, and inform CCS or the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimina on by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisa on) when working on a Contract.

# 29. Health and safety

- 29.1 The Supplier must perform its obliga□ons mee□ng the requirements of:
  - all applicable Law regarding health and safety
  - the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier
- 29.2 The Supplier and the Buyer must as soon as possible no fy the other of any health and safety incidents or material hazards they're aware of at the Buyer Premises that relate to the performance of a Contract.

### 30. Environment

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

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

## 31. Tax

- 31.1 The Supplier must not breach any tax or social security obliga ons and must enter into a binding agreement to pay any late contribuons due, including where applicable, any interest or any fines. CCS and the Buyer cannot terminate a Contract where the Supplier has not paid a minor tax or social security contribuon.
- 31.2 Where the Charges payable under a Contract with the Buyer are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must no fy CCS and the Buyer of it within 5 Working Days including:
  - the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any migagn factors that it considers relevant
  - other informa on relading to the Occasion of Tax Non-Compliance that CCS and the Buyer may reasonably need
- 31.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay Na□onal Insurance contribu□ons in the UK rela□ng to payment received under a Call-Off Contract, the Supplier must both:
  - comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regula□ons rela□ng to income tax, the Social Security Contribu□ons and Benefits Act 1992 (including IR35) and Na□onal Insurance contribu□ons
  - indemnify the Buyer against any Income Tax, Na□onal Insurance and social security contribu□ons and any other liability, deduc□on, contribu□on, assessment or claim arising from or made during or after the Contract Period in connec□on with the provision of the Deliverables by the Supplier or any of the Supplier Staff
- 31.4 If any of the Supplier Staff are Workers who receive payment rela□ng to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:
  - the Buyer may, at any \(\to\)me during the Contract Period, request that the Worker provides informa\(\to\)on which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the informa\(\to\)on the Worker must provide and the deadline for responding
  - the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the informa on requested by the Buyer within the one specified by the Buyer
  - the Worker's contract may be terminated at the Buyer's request if the Worker provides informa on which the Buyer considers isn't good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements
  - the Buyer may supply any informa on they receive from the Worker to HMRC for revenue collecon and management

### 32. Conflict of interest

32.1 The Supplier must take ac□on to ensure that neither the Supplier nor the Supplier Staff are placed in

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the posi□on of an actual or poten□al Conflict of Interest.

- 32.2 The Supplier must promptly no□fy and provide details to CCS and each Buyer if a Conflict of Interest happens or is expected to happen.
- 32.3 CCS and each Buyer can terminate its Contract immediately by giving no ce in wri ng to the Supplier or take any steps it thinks are necessary where there is or may be an actual or poten conflict of Interest.

# 33. Reporting a breach of the contract

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

# 34. Resolving disputes

- 34.1 If there is a Dispute, the senior representa ves of the Par es who have authority to se le the Dispute will, within 28 days of a wri en request from the other Party, meet in good faith to resolve the Dispute.
- 34.2 If the Dispute is not resolved at that mee□ng, the Par□es can a□empt to se□le it by media□on using the Centre for Effec□ve Dispute Resolu□on (CEDR) Model Media□on Procedure current at the □me of the Dispute. If the Par□es cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or con□nue to use media□on, or media□on does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.
- 34.3 Unless the Relevant Authority refers the Dispute to arbitra□on using Clause 34.4, the Par□es irrevocably agree that the courts of England and Wales have the exclusive jurisdic□on to:
  - determine the Dispute
  - grant interim remedies
  - grant any other provisional or protec pre relief
- 34.4 The Supplier agrees that the Relevant Authority has the exclusive right to refer any Dispute to be finally resolved by arbitra□on under the London Court of Interna□onal Arbitra□on Rules current at the □me of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitra□on will be London and the proceedings will be in English.
- 34.5 The Relevant Authority has the right to refer a Dispute to arbitra□on even if the Supplier has started or has a□empted to start court proceedings under Clause 34.3, unless the Relevant Authority has agreed to the court proceedings or par□cipated in them. Even if court proceedings have started, the Par□es must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitra□on proceedings

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if they are started under Clause 34.4.

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

# 35. Which law applies

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

# **Joint Schedules**

### Joint Schedule 2 (Variation Form)

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# **Joint Schedule 2 (Variation Form)**

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

(Changing the Contract)	Contact Details			
This variation is between:		uverl ("CCS" "the Ruver")		
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:	<mark>[insert</mark> number <b>]</b> days			
	Impact of Variation			
Likely impact of the proposed variation:	[Supplier to insertassessment of impact]			
	Outcome of Variation			
Contract variation:	This Contract detailed above is varied as follows:			
	[CCS/Buyer to insert original Clauses or Paragraphs to be varied and the changed clause]			
Financial variation:	Original Contract Value:	£ [insertamount]		
	Additional cost due to variation:	£ [insertamount]		
	New Contract value:	£ [insertamount]		

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

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Joint Schedule 2 (Variation Form) Crown Copyright 2018

### Joint Schedule 3 (Insurance Requirements) Crown Copyright 2018

# 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.

Framework Ref: RM3808 Project Version: v1.0

# Joint Schedule 3 (Insurance Requirements)

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### 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

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#### **Joint Schedule 3 (Insurance Requirements)**

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- 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.

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### Joint Schedule 3 (Insurance Requirements) Crown Copyright 2018

# **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)

Framework Ref: RM3808 Project Version: v1.0

# Joint Schedule 4 (Commercially Sensitive Information)

### 1. What is the Commercially Sensitive Information?

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

No.	Date	Item(s)	Duration of Confidentiality
1.	31.01.2019	Document Name; Attachment 3 - RM3808 Framework Prices v1.4	31.01.2023
2.	Date of submission	Supplier's bid submission, proposal and commercial offer in response to any ITT	Date of Submission plus 6 years
3.	Date of submission	Breakdown of pricing information to give input costs, capital and operating costs, overheads, revenue, margins and profits.	Expiry Date plus 6 years
4.	Call-Off Start Date	How any payments due to the Supplier on the termination of the whole or any part of the Call Off Contract have been or will be calculated but excluding the actual amounts of such payments.	Expiry Date plus 6 years
5.	Date of submission	Any financial data relating to the Supplier's business as a whole including the financial standing of the Supplier provided in connection with this Call Off Contract, including but not limited to any information relating to financial distress reporting.	Expiry Date plus 6 years

6.	Date of submission	The cover and amounts of the Supplier's insurances.	Expiry Date plus 6 years
7.	Call-Off Start Date	How any service credits are financially calculated under the Call Off Contract, but excluding any details regarding the applicable service thresholds, or any performance related information or requirements, or information relating to the actual amounts of any service credits paid or credited to the Customer.	Expiry Date plus 6 years
8.	Date of submission	Technical details of the Supplier's network, (including topology, network diagrams, detailed network coverage, route maps, the Supplier's Points of Presence and/or street furniture/chambers etc.).	Expiry Date plus 6 years

9.	Date of submission	Design documents relating to the Services and any notes or minutes of technical design meetings held in relation to the aforementioned but excluding any documents explicitly set out in the Call Off Contract as being Deliverables to the Customer.	Expiry Date plus 6 years
10.	Date of submission	The Supplier's own Business Continuity Plan, Business Incident Plans, and Disaster Recovery Manuals and Procedures, Security Plan and related Business Security Processes but excluding any Customer-specific plans or procedures to be provided by the Supplier under the Call Off Contract.	Expiry Date plus 6 years

### Joint Schedule 5 (Corporate Social Responsibility) Crown Copyright 2018

# Joint Schedule 5 (Corporate Social Responsibility)

### 1. What we expect from our Suppliers

- 1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.
  - (https://www.gov.uk/government/uploads/system/uploads/attachment\_data/file/646497/2017-09-
  - 13\_Official\_Sensitive\_Supplier\_Code\_of\_Conduct\_September\_2017.pdf)
- 1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such reasonable corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time. Any necessary changes to the relevant Call-Off Contract shall be enacted via the Variation Procedure.

### 2. Equality and Accessibility

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

### 3. Modern Slavery, Child Labour and Inhumane Treatment

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

### 3.1 The Supplier:

- 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
- 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;

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### Joint Schedule 5 (Corporate Social Responsibility)

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

### 4. Income Security

#### 4.1 The Supplier shall:

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

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# Joint Schedule 5 (Corporate Social Responsibility)

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

# 5. Working Hours

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

by individuals and by the Supplier Staff as a whole:

- 5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
- 5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
  - 5.3.1 this is allowed by national law;
  - 5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce:
    - appropriate safeguards are taken to protect the workers' health and safety; and
  - 5.3.3 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

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### Joint Schedule 5 (Corporate Social Responsibility) Crown Copyright 2018

# 6. Sustainability

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

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

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### Joint Schedule 6 (Key Subcontractors) Crown Copyright 2018

# **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

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# Joint Schedule 6 (Key Subcontractors)

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1.4.6 (where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Difficulties)) of the Key Subcontractor.

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### Joint Schedule 10 (Rectification Plan)

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# 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:				
Sup	Supplier [Revised] Rectification Plan					
Cause of the Default	[ad d cause]					
Anticipated impact assessment:	[add impact]					
Actual effect of Default:	[add effect]					
Steps to be taken to rectification:	Steps	Timesca	ale			
	1.	[date]				
	2.	[date]				
	3.	[date]				
	4.	[date]				
	[]	[date]				
Timescale for complete Rectification of Default	[X]W orking Days					
Steps taken to prevent	Steps	Timescale				
recurrence of Default	1.	[date]				
	2.	[date]				
	3.	[date]				
	4.	[date]				
	[]	[date]				

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# Joint Schedule 10 (Rectification Plan)

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

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# **Joint Schedule 11 (Processing Data)**

- 1.1 The only processing that the Processor is authorised to do is listed in this Joint Schedule11 by the Controller and may not be determined by the Processor.
- 1.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 1.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
  - (a) a systematic description of the envisaged processing operations and the purpose of the processing;
  - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Deliverables;
  - (c) an assessment of the risks to the rights and freedoms of Data Subjects;
     and
  - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
  - (a) process that Personal Data only in accordance with this Joint Schedule 11(Processing Data) unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
  - (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
    - (i) nature of the data to be protected;
    - (ii) harm that might result from a Data Loss Event;
    - (iii) state of technological development; and
    - (iv) cost of implementing any measures;
  - (c) ensure that:
    - (i) the Processor Personnel do not process Personal Data except in accordance with this Contract (and in particular this Joint Schedule 11 (Processing Data);

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- (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
  - (A) are aware of and comply with the Processor's duties under this clause:
  - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
  - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Contract; and
  - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
  - the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
  - (ii) the Data Subject has enforceable rights and effective legal remedies;
  - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
  - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
- 1.5 Subject to paragraph 1.6, the Processor shall notify the Controller immediately if it:
  - (a) receives a Data Subject Request (or purported Data Subject Request);
  - (b) receives a request to rectify, block or erase any Personal Data;
  - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;

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- receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.
- 1.6 The Processor's obligation to notify under paragraph 1.5 shall include the provision of further information to the Controller in phases, as details become available.
- 1.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 1.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
  - (a) the Controller with full details and copies of the complaint, communication or request;
  - (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
  - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - (d) assistance as requested by the Controller following any Data Loss Event;
    - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 1.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
  - (a) the Controller determines that the processing is not occasional;
  - (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
  - (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 1.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
- 1.11 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Processor must:

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

# **Call-Off Schedules**

Call-Off Schedule 1 (Transparency Reports)
Call-Off Ref:
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# 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 (<a href="https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles">https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles</a>). 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.

Framework Ref: RM3808 Project Version: v1.0

## **Call-Off Schedule 1 (Transparency Reports)**

Call-Off Ref:

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# **Annex A: List of Transparency Reports**

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

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# 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"

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:

- 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;
- claims whether in tort, contract or statute or otherwise;

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;

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# "Former Supplier"

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 Subcontractor of such supplier (or any Sub-contractor of any such Sub-contractor);

# "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"

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:

- (a) their ages, dates of commencement of employment or engagement, gender and place of work:
- (b) details of whether they are employed, selfemployed contractors or consultants, agency workers or otherwise;

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- 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;
- copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

"Term"

the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;

"Transferring Buyer Employees"

those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date;

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"Transferring Former Supplier Employees" in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date.

### 2. Interpretation

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

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# 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

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> 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.

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# PART E: Staff Transfer on Exit

- 1. Obligations before a Staff Transfer
  - 1.1 The Supplier agrees that within 20 Working Days of the earliest of:
    - 1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer:
    - 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
    - 1.1.3 the date which is 12 Months before the end of the Term; and
    - 1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any 6 Month period),

it shall provide in a suitably anonymised format so as to comply with the Data Protection Laws, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Buyer.

- 1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Sub-contractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).
- 1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-contractor. 1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Sub-contractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in Paragraph 1.1, 1.1.2 and 1.1.1, the Supplier agrees that it shall not assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall, unless otherwise instructed by the Buyer (acting reasonably):
  - 1.5.1 not replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces;

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- 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 Subcontractor:
- 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 reemploy or re-engage or entice any employees, suppliers or Subcontractors whose employment or engagement is transferred to the

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- 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 Subcontractor 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

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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

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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 Subcontractor'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-contract 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

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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).

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# Call-Off Schedule 6 (ICT Services)

#### 1. Definitions

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

"Buyer Property"

the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Contract;

"Buyer Software"

any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables;

"Buyer System"

the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables;

"Commercial off the shelf Software" or "COTS Software" non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms;

"Core Network"

the provision of any shared central core network capability forming part of the overall Services delivered to the Buyer, which is not specific or exclusive to a specific Call-Off Contract, and excludes any configuration information specifically associated with a specific Call-Off Contract:

"Defect"

any of the following:

- a) any error, damage or defect in the manufacturing of a Deliverable; or
- b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or

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

# "Emergency Maintenance"

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

#### "ICT Environment"

the Buyer System and the Supplier System;

#### "Licensed Software"

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

# "Maintenance Schedule"

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

#### "Malicious Software"

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

### "New Release"

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

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while still retaining the original designated purpose of that item;

# "Open Source Software"

computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;

# "Operating Environment"

means the Buyer System and any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which:

- a) the Deliverables are (or are to be) provided;
   or
- the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or
- where any part of the Supplier System is situated;

# "Permitted Maintenance"

has the meaning given to it in paragraph 8.2 of this Schedule:

# "Quality Plans"

has the meaning given to it in paragraph 6.1 of this Schedule:

#### "Sites"

has the meaning given to it in Joint Schedule 1(Definitions), and for the purposes of this Call Off Schedule shall also include any premises from, to or at which physical interface with the Buyer System takes place;

### "Software"

Specially Written Software COTS Software and non-COTS Supplier and third party software;

# "Software Supporting Materials"

has the meaning given to it in paragraph 9.1 of this Schedule:

#### "Source Code"

computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction,

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maintenance, modification and enhancement of such software;

# "Specially Written Software"

any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Subcontractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR;

### "Supplier System"

the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System);

#### 2. When this Schedule should be used

2.1. This Schedule is designed to provide additional provisions necessary to facilitate the provision of ICT services which are part of the Deliverables.

### 3. Buyer due diligence requirements

- 3.1. This paragraph 3 applies where the Buyer has conducted a Further Competition Procedure. The Supplier shall satisfy itself of all relevant details, including but not limited to, details relating to the following;
  - 3.1.1. suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Start Date) future Operating Environment;
  - 3.1.2. operating processes and procedures and the working methods of the Buyer;
  - 3.1.3. ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and
  - 3.1.4. existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Contract and/or which the Supplier will require the benefit of for the provision of the Deliverables.
- 3.2. The Supplier confirms that it has advised the Buyer in writing of:

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- 3.2.1. each aspect, if any, of the Operating Environment that is not suitable for the provision of the Services;
- 3.2.2. each aspect, if any, of the Operating Environment where the provision of the Services will be subject to site surveys, wayleaves and/or any other consents not yet granted;
- 3.2.3. the actions needed to remedy each such unsuitable aspect; and
- 3.2.4. a timetable for and the costs of those actions.

#### 4. Software warranty

- 4.1. The Supplier represents and warrants that:
  - 4.1.1. it has and shall continue to have all necessary rights in and to the Licensed Software made available by the Supplier (and/or any Subcontractor) to the Buyer which are necessary for the performance of the Supplier's obligations under this Contract including the receipt of the Deliverables by the Buyer;
  - 4.1.2. all components of the Specially Written Software shall:
    - 4.1.2.1. be free from material design and programming errors:
    - 4.1.2.2. perform in all material respects in accordance with the relevant specifications contained in Call Off Schedule 14 (Service Levels) and Documentation; and
    - 4.1.2.3. not infringe any IPR.

#### 5. Provision of ICT Services

- 5.1. The Supplier shall:
  - 5.1.1. ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with the interface requirements of the Buyer and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Buyer three (3) Months before the release of any new COTS Software or Upgrade:
  - 5.1.2. ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification:
  - 5.1.3. ensure that the Supplier System will be free of all encumbrances:
  - 5.1.4. ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Contract:
    - 5.1.5. minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the Deliverables;

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### 6. Standards and Quality Requirements

- 6.1. The Supplier shall where requested by the Buyer as part of their Further Competition Procedure, and within the timescales specified by the Buyer, develop, quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("Quality Plans").
- 6.2. The Supplier shall seek Approval from the Buyer (not be unreasonably withheld or delayed) of the Quality Plans before implementing them.

  Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Deliverables are provided to the standard required by this Contract.
- 6.3. Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.
- 6.4. The Supplier shall ensure that the Supplier Personnel shall at all times during the Call Off Contract Period:
  - 6.4.1. be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Contract;
  - 6.4.2. apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and
  - 6.4.3. obey all lawful instructions and reasonable directions of the Buyer (including, if so required by the Buyer, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Buyer.

#### 7. ICT Audit

- 7.1. The Supplier shall allow any auditor access to the Supplier premises to:
  - 7.1.1. inspect the ICT Environment and the wider service delivery environment (or any part of them);
  - 7.1.2. review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;
  - 7.1.3. review the Supplier's quality management systems including all relevant Quality Plans.

### 8. Maintenance of the ICT Environment

- 8.1. The Supplier shall where requested by the Buyer as part of their Further Competition Procedure, create and maintain a rolling schedule of planned maintenance to the ICT Environment ("Maintenance Schedule") and make it available to the Buyer for Approval in accordance with the timetable and instructions specified by the Buyer.
- 8.2. Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (other than to the Core Network) (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.

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- 8.3. The Supplier shall give as much notice as is reasonably practicable to the Buyer prior to carrying out any Emergency Maintenance, including to the Core Network.
- 8.4. The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment and/or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Deliverables.

### 9. Intellectual Property Rights in ICT

# 9.1. Assignments granted by the Supplier: Specially Written Software

- 9.1.1. The Supplier assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Buyer with full guarantee (or shall procure assignment to the Buyer), title to and all rights and interest in the Specially Written Software together with and including:
  - 9.1.1.1. the Documentation, Source Code and the Object Code of the Specially Written Software; and
  - 9.1.1.2. all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (together the "Software Supporting Materials").

#### 9.1.2. The Supplier shall:

- 9.1.2.1. inform the Buyer of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;
- 9.1.2.2. deliver to the Buyer the Specially Written Software and any computer program elements of the New IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of them promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Buyer and the Buyer shall become the owner of such media upon receipt; and
- 9.1.2.3. without prejudice to paragraph 9.1.2.2, provide full details to the Buyer of any of the Supplier's Existing IPRs or Third Party IPRs which are embedded or which are an integral part of the Specially Written Software or New IPR and the Supplier hereby grants to the Buyer and shall procure that

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any relevant third party licensor shall grant to the Buyer a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit such Supplier's Existing IPRs and Third Party IPRs to the extent that it is necessary to enable the Buyer to obtain the full benefits of ownership of the Specially Written Software and New IPRs.

9.1.3. The Supplier shall promptly execute all such assignments as are required to ensure that any rights in the Specially Written Software and New IPRs are properly transferred to the Buyer.

# 9.2. Licences for non-COTS IPR from the Supplier and third parties to the Buyer

- 9.2.1. Unless the Buyer gives its Approval the Supplier must not use any:
  - a) of its own Existing IPR that is not COTS Software;
  - b) third party software that is not COTS Software
- 9.2.2. Where the Buyer Approves the use of the Supplier's Existing IPR that is not COTS Software the Supplier shall grant to the Buyer a perpetual, royalty-free and non-exclusive licence to use, adapt, and sub-license the same

for any purpose relating to the Deliverables (or substantially equivalent deliverables) or for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Central Government Body, any other Central Government Body's) business or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Call-Off Contract Period and after expiry of the Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Supplier.

- 9.2.3. Where the Buyer Approves the use of third party Software that is not COTS Software the Supplier shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the Buyer on terms at least equivalent to those set out in Paragraph 9.2.2. If the Supplier cannot obtain such a licence for the Buyer it shall:
  - 9.2.3.1. notify the Buyer in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Supplier could seek to use; and
  - 9.2.3.2. only use such third party IPR as referred to at paragraph9.2.3.1 if the Buyer Approves the terms of the licence from the relevant third party.

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- 9.2.4. Where the Supplier is unable to provide a licence of the Supplier's Existing IPR in accordance with Paragraph 9.2.2 above, it must meet the requirement by making use of COTS Software or Specially Written Software.
- 9.2.5. The Supplier may terminate a licence granted under paragraph 9.2.2 by giving at least thirty (30) days' notice in writing if there is an Authority Cause which constitutes a material Default which, if capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Buyer written notice specifying the breach and requiring its remedy.
- 9.3. Licences for COTS Software by the Supplier and third parties to the Buyer
  - 9.3.1. The Supplier shall either grant, or procure that the owners or the authorised licensors of any COTS Software grant, a direct licence to the Buyer on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
    - 9.3.2. Where the Supplier owns the COTS Software it shall make available the COTS software to a Replacement Supplier at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
  - 9.3.3. Where a third party is the owner of COTS Software licensed in accordance with this Paragraph 9.3 the Supplier shall support the Replacement Supplier to make arrangements with the owner or authorised licencee to renew the license at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
  - 9.3.4. The Supplier shall notify the Buyer within seven (7) days of becoming aware of any COTS Software which in the next thirty-six (36) months:
    - 9.3.4.1. will no longer be maintained or supported by the developer; or
    - 9.3.4.2. will no longer be made commercially available.

#### 9.4. Buyer's right to assign/novate licences

- 9.4.1. The Buyer may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to paragraph 9.2 (to:
  - 9.4.1.1. a Central Government Body; or
  - 9.4.1.2. to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer.
- 9.4.2. If the Buyer ceases to be a Central Government Body, the successor body to the Buyer shall still be entitled to the benefit of the licences granted in paragraph 9.2.

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#### 9.5. Licence granted by the Buyer

9.5.1. The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Contract Period to use the Buyer Software and the Specially Written Software solely to the extent necessary for providing the Deliverables in accordance with this Contract, including the right to grant sub-licences to Subcontractors provided that any relevant Subcontractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 15 (Confidentiality).

# 9.6. Open Source Publication

- 9.6.1. Unless the Buyer otherwise agrees in advance in writing (and subject to paragraph 9.6.3) all Specially Written Software and computer program elements of New IPR shall be created in a format, or able to be converted (in which case the Supplier shall also provide the converted format to the Buyer) into a format, which is:
  - 9.6.1.1. suitable for publication by the Buyer as Open Source; and
  - 9.6.1.2. based on Open Standards (where applicable),

and the Buyer may, at its sole discretion, publish the same as Open Source.

- 9.6.2. The Supplier hereby warrants that the Specially Written Software and the New IPR:
  - 9.6.2.1. are suitable for release as Open Source and that the Supplier has used reasonable endeavours when developing the same to ensure that publication by the Buyer will not enable a third party to use them in any way which could reasonably be foreseen to compromise the operation, running or security of the Specially Written Software, New IPRs or the Buyer System;
  - 9.6.2.2. have been developed using reasonable endeavours to ensure that their publication by the Buyer shall not cause any harm or damage to any party using them;
  - 9.6.2.3. do not contain any material which would bring the Buyer into disrepute;
  - 9.6.2.4. can be published as Open Source without breaching the rights of any third party;
  - 9.6.2.5. will be supplied in a format suitable for publication as Open Source ("the Open Source Publication Material") no later than the date notified by the Buyer to the Supplier; and
  - 9.6.2.6. do not contain any Malicious Software.
- 9.6.3. Where the Buyer has Approved a request by the Supplier for any part of the Specially Written Software or New IPRs to be excluded from

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the requirement to be in an Open Source format due to the intention to embed or integrate Supplier Existing IPRs and/or Third Party IPRs (and where the Parties agree that such IPRs are not intended to be published as Open Source), the Supplier shall:

- 9.6.3.1. as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Deliverables based on IPRs which are to be excluded from Open Source publication; and
- 9.6.3.2. include in the written details and information about the impact that inclusion of such IPRs or Deliverables based on such IPRs, will have on any other Specially Written Software and/or New IPRs and the Buyer's ability to publish such other items or Deliverables as Open Source.

### 9.7. Malicious Software

- 9.7.1. The Supplier shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.
- 9.7.2. If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its desired operating efficiency.
- 9.7.3. Any cost arising out of the actions of the Parties taken in compliance with the provisions of paragraph 9.7.2 shall be borne by the Parties as follows:
  - 9.7.3.1. by the Supplier, where the Malicious Software originates from the Supplier Software, the third party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and
  - 9.7.3.2. by the Buyer, if the Malicious Software originates from the Buyer Software or the Buyer Data (whilst the Buyer Data was under the control of the Buyer).

## 10. Supplier-Furnished Terms

- 10.1. Software Licence Terms
  - 10.1.1. Terms for licensing of non-COTS third party software in accordance with Paragraph 9.2.3 are detailed in Part 1A of Call-Off Schedule 21.

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#### Call-Off Schedule 6 (ICT Services)

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10.1.2. Terms for licensing of COTS software in accordance with Paragraph 9.3 are detailed in Part 1B of Call-Off Schedule 21.

#### 11. CUSTOMER PREMISES

- 11.1 Licence to occupy Buyer Premises
- 11.1.1 Any Buyer Premises shall be made available to the Supplier on a non-exclusive licence basis free of charge and shall be used by the Supplier solely for the purpose of performing its obligations under this Call-Off Contract. The Supplier shall have the use of such Buyer Premises as licensee and shall vacate the same immediately upon completion, termination, expiry or abandonment of this Call-Off Contract and in accordance with Call-Off Schedule 10 (Exit Management).
- 11.1.2 The Supplier shall limit access to the Buyer Premises to such Supplier Staff as is necessary to enable it to perform its obligations under this Call-Off Contract and the Supplier shall co-operate (and ensure that the Supplier Staff co-operate) with such other persons working concurrently on such Buyer Premises as the Buyer may reasonably request.
- 11.1.3 Save in relation to such actions identified by the Supplier in accordance with paragraph 3.2 of this Call-Off Schedule 6 and set out in the Order Form (or elsewhere in this Call-Off Contract), should the Supplier require modifications to the Buyer Premises, such modifications shall be subject to Approval and shall be carried out by the Buyer at the Supplier's expense. The Buyer shall undertake any modification work which it approves pursuant to this paragraph 11.1.3 without undue delay. Ownership of such modifications shall rest with the Buyer.
- 11.1.4 The Supplier shall observe and comply with such rules and regulations as may be in force at any time for the use of such Buyer Premises and conduct of personnel at the Buyer Premises as determined by the Buyer, and the Supplier shall pay for the full cost of making good any damage caused by the Supplier Staff other than fair wear and tear. For the avoidance of doubt, damage includes without limitation damage to the fabric of the buildings, plant, fixed equipment or fittings therein.
- 11.1.5 The Parties agree that there is no intention on the part of the Buyer to create a tenancy of any nature whatsoever in favour of the Supplier or the Supplier Staff and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to this Call-Off Contract, the Buyer retains the right at any time to use any Buyer Premises in any manner it sees fit.
- 11.2 Security of Buyer Premises

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#### Call-Off Schedule 6 (ICT Services)

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- 11.2.1 The Buyer shall be responsible for maintaining the security of the Buyer Premises. The Supplier shall comply with the reasonable security requirements of the Buyer while on the Buyer Premises.
- 11.2.2 The Buyer shall afford the Supplier upon Approval (the decision to Approve or not will not be unreasonably withheld or delayed) an opportunity to inspect its physical security arrangements.

#### 12. Buyer Property

- 12.1 Where the Buyer issues Buyer Property free of charge to the Supplier such Buyer Property shall be and remain the property of the Buyer and the Supplier irrevocably licences the Buyer and its agents to enter upon any premises of the Supplier during normal business hours on reasonable notice to recover any such Buyer Property.
- 12.2 The Supplier shall not in any circumstances have a lien or any other interest on the Buyer Property and at all times the Supplier shall possess the Buyer Property as fiduciary agent and bailee of the Buyer.
- 12.3 The Supplier shall take all reasonable steps to ensure that the title of the Buyer to the Buyer Property and the exclusion of any such lien or other interest are brought to the notice of all Subcontractors and other appropriate persons and shall, at the Buyer's request, store the Buyer Property separately and securely and ensure that it is clearly identifiable as belonging to the Buyer.
- 12.4 The Buyer Property shall be deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies the Buyer otherwise within five (5) Working Days of receipt.
- 12.5 The Supplier shall maintain the Buyer Property in good order and condition (excluding fair wear and tear) and shall use the Buyer Property solely in connection with this Call-Off Contract and for no other purpose without Approval.
- 12.6 The Supplier shall ensure the security of all the Buyer Property whilst in its possession, either on the Sites or elsewhere during the supply of the Services, in accordance with Call-Off Schedule 9 (Security) and the Buyer's reasonable security requirements from time to time.
- 12.7 The Supplier shall be liable for all loss of, or damage to the Buyer Property, (excluding fair wear and tear), unless such loss or damage was solely caused by an Authority Cause. The Supplier shall inform the Buyer immediately of

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#### Call-Off Schedule 6 (ICT Services)

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

#### 13. Supplier Equipment

- 13.1 Unless otherwise stated in the Order Form (or elsewhere in this Call-Off Contract), the Supplier shall provide all the Supplier Equipment necessary for the provision of the Services.
- 13.2 The Supplier shall not deliver any Supplier Equipment nor begin any work on the Buyer Premises without obtaining Approval.
- 13.3 The Supplier shall be solely responsible for the cost of carriage of the Supplier Equipment to the Sites and/or any Buyer Premises, including its off-loading, removal of all packaging and all other associated costs. Likewise on the Call-Off Expiry Date the Supplier shall be responsible for the removal of all relevant Supplier Equipment from the Sites and/or any Buyer Premises, including the cost of packing, carriage and making good the Sites and/or the Buyer Premises following removal.
- 13.4 All the Supplier's property, including Supplier Equipment, shall remain at the sole risk and responsibility of the Supplier, except that the Buyer shall be liable for loss of or damage to any of the Supplier's property located on Buyer Premises which is due to the negligent act or omission of the Buyer.
- 13.5 Subject to any express provision of the BCDR Plan (if applicable) to the contrary, the loss or destruction for any reason of any Supplier Equipment shall not relieve the Supplier of its obligation to supply the Services in accordance with this Call Off Contract, including the Service Levels.
- 13.6 The Supplier shall maintain all Supplier Equipment within the Sites and/or the Buyer Premises in a safe, serviceable and clean condition.
- 13.7 The Supplier shall, at the Buyer's written request, at its own expense and as soon as reasonably practicable:
  - 13.7.1 remove from the Buyer Premises any Supplier Equipment or any component part of Supplier Equipment which in the reasonable opinion of the Buyer is either hazardous, noxious or not in accordance with this Call-Off Contract; and
  - 13.7.2 replace such Supplier Equipment or component part of Supplier Equipment with a suitable substitute item of Supplier Equipment.

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

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

#### **PART A: Supplier BCDR Plan**

#### 1. BCDR Plan

- 1.1 Where the Buyer has not specified a bespoke BCDR Plan in accordance with Part B as part of a Further Competition Procedure, the Supplier's BCDR Plan at Annex 1 to this Part A will apply.
- 1.2 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 1.3 The Supplier's BCDR Plan shall as a minimum detail the processes and arrangements that the Supplier shall follow to:
  - 1.3.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
  - 1.3.2 the recovery of the Deliverables in the event of a Disaster.

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Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
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#### **PART A: ANNEX 1 Supplier BCDR Plan**

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# Vodafone UK Business Resilience Whitepaper Published: 07/10/2022 Version 4.1

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# 5. Technology Resilience

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# 6. Information Security 7. Cyber Security Risk Management



Current issue date: Expiry date: Certificate identity number: 10 December 2021 18 October 2023 10412420 Original approval(s): ISO 22301 - 24 February 2014

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# Certificate of Approval

This is to certify that the Management System of:

#### **Vodafone Ltd**

Vodafone House, The Connection, Newbury, RG14 2FN, United Kingdom

has been approved by LRQA to the following standards:

ISO 22301:2019

Approval number(s): ISO 22301 - 0008735

This certificate is valid only in association with the certificate schedule bearing the same number on which the locations applicable to this approval are listed.

The scope of this approval is applicable to:

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

David Denis

**David Derrick** 

Area Operations Manager UK & Ireland

tiod operations manager on a notation

Issued by: Lloyd's Register Quality Assurance Limited

UKAS MANAGEMENT SYSTEMS

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Certificate identity number: 10412420

# **Certificate Schedule**

Location	Activities
Office: Newbury, HQ Vodafone House, The Connection, Newbury RG14 2FN, United Kingdom	ISO 22301:2019 Voice and data services provided by Vodafone UK for its global telecommunications services.
Office: Bracknell, Waterside House Waterside House, Waterside Park, Longshot Lane, Bracknell RG12 1XL, United Kingdom	ISO 22301:2019 Voice and data services provided by Vodafone UK for its global telecommunications services.
Office: Glasgow 99 Berkeley Street, Glasgow, G3 7HR, United Kingdom	ISO 22301:2019 Voice and data services provided by Vodafone UK for its global telecommunications services.
Office: Leeds Melbourne Street, Leeds, LS2 7PS, United Kingdom	ISO 22301:2019 Voice and data services provided by Vodafone UK for its global telecommunications services.
Office: London The Speechmark The Speechmark, 114 Great Suffolk Street, London, SE1 0SL, United Kingdom	ISO 22301:2019 Voice and data services provided by Vodafone UK for its global telecommunications services.
Office: Manchester Atlas Park Atlas House, Atlas Business Park, Wythenshawe, Manchester, M22 5RR, United Kingdom	ISO 22301:2019 Voice and data services provided by Vodafone UK for its global telecommunications services.
Office: Newark Brunel House, Brunel Park, Brunel Drive, Newark, NG24 2EG, United Kingdom	ISO 22301:2019 Voice and data services provided by Vodafone UK for its global telecommunications services.
Retail Operations The Connection, Newbury, RG14 2FN, United Kingdom	ISO 22301:2019 Voice and data services provided by Vodafone UK for its global telecommunications services.
Office: Stoke Shelton Boulevard, Festival Park, Stoke-on-Trent, ST1 5PZ, United Kingdom	ISO 22301:2019 Voice and data services provided by Vodafone UK for its global telecommunications services.



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Certificate identity number: 10412420

# **Certificate Schedule**

Location

Data Centre: Swindon

SDN ISC Galileo Centre, The Computer Centre, Windmill Hill Susiness Park, Swindon, SN5 6LA, Inited Kingdom

Warrington Workshop

Unit 2, Kingsland Grange, Warrington, WA1 4RW Jnited Kingdom

ISO 22301:2019

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Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
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#### **PART B: Bespoke BCDR Plan**

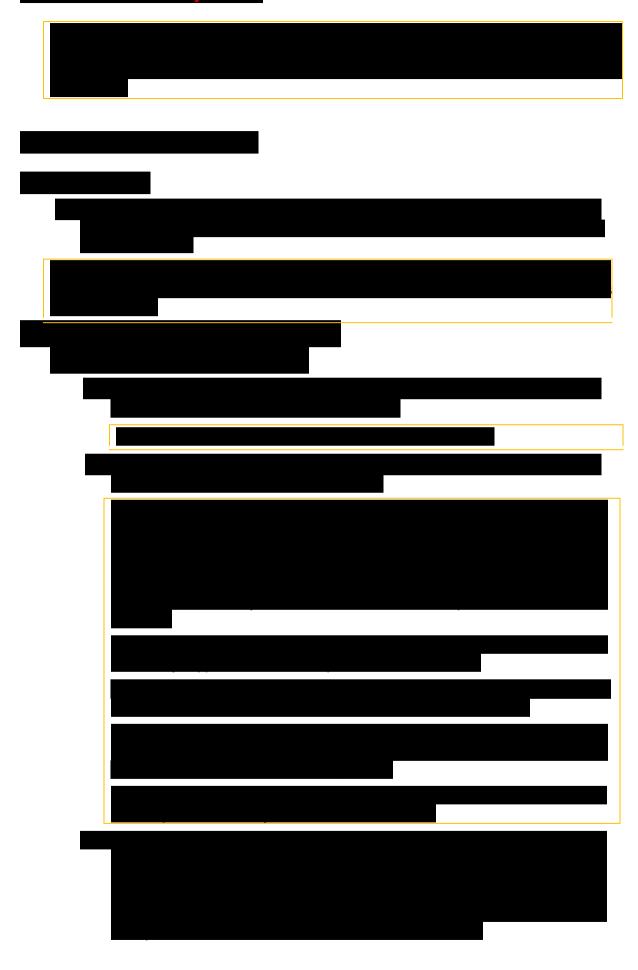
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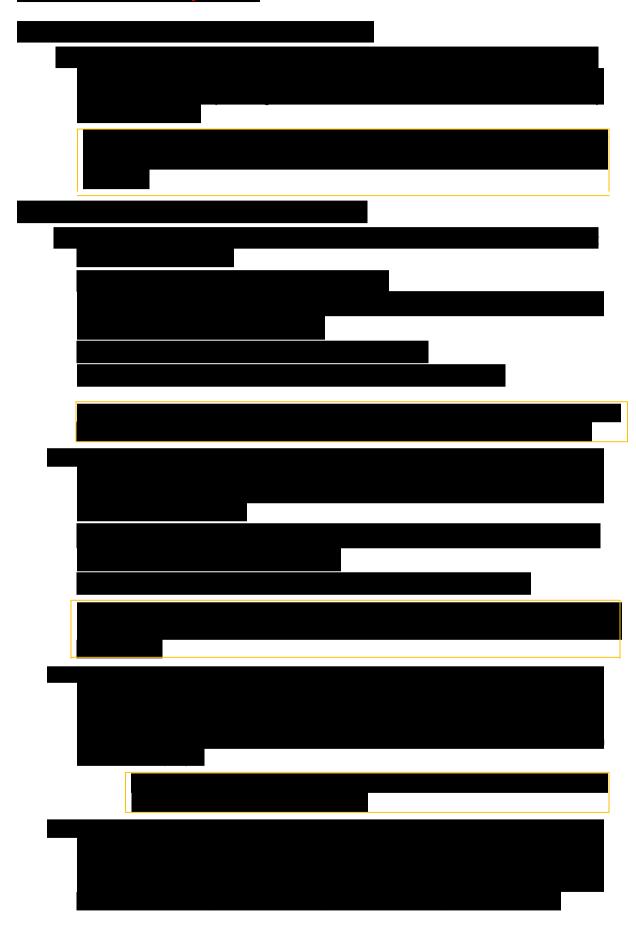




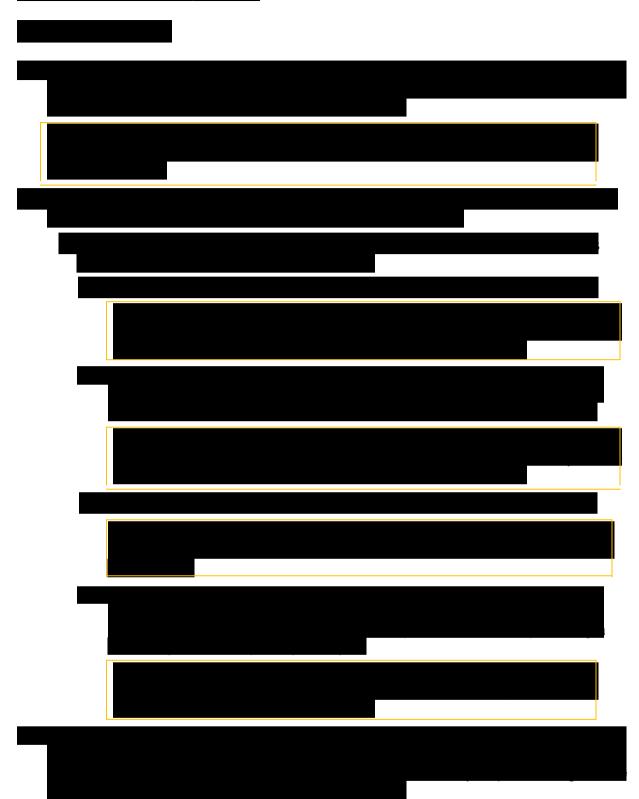












Call-Off Schedule 11 (Installation Works)
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#### **Call-Off Schedule 11 (Installation Works)**

#### 1. When this Schedule should be used

1.1. This Schedule is designed to provide additional provisions necessary to facilitate the provision Deliverables requiring installation by the Supplier.

#### 2. How things must be installed

- 2.1. Where the Supplier reasonably believes, it has completed the Installation Works it shall notify the Buyer in writing. Following receipt of such notice, the Buyer shall inspect the Installation Works and shall, by giving written notice to the Supplier:
  - 2.1.1. accept the Installation Works, or
  - 2.1.2. reject the Installation Works and provide reasons to the Supplier if, in the Buyer's reasonable opinion, the Installation Works do not meet the requirements set out in the Call-Off Order Form (or elsewhere in this Contract).
- 2.2. If the Buyer rejects the Installation Works in accordance with Paragraph 2.1.2, the Supplier shall immediately rectify or remedy any defects and if, in the Buyer's reasonable opinion, the Installation Works do not, within five (5) Working Days of such rectification or remedy, meet the requirements set out in the Call-Off Order Form (or elsewhere in this Contract), the Buyer may terminate this Contract for material Default.
- 2.3. The Installation Works shall be deemed to be completed when the Supplier receives a notice issued by the Buyer in accordance with Paragraph 2.1.1. Notwithstanding the acceptance of any Installation Works in accordance with Paragraph 2.2, the Supplier shall remain solely responsible for ensuring that the Goods and the Installation Works conform to the specification in the Call-Off Order Form (or elsewhere in this Contract). No rights of estoppel or waiver shall arise as a result of the acceptance by the Buyer of the Installation Works.
- 2.4. Throughout the Contract Period, the Supplier shall have at all times all licences, approvals and consents necessary to enable the Supplier and the Supplier Staff to carry out the Installation Works.

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#### Call-Off Schedule 14 (Service Levels)

#### 1. Introduction

- 1.1 The Buyer will specify in the Order Form at Further Competition whether Part A or Part B to this Schedule applies.
- 1.2 Where the Buyer has not conducted a Further Competition Part B to this Schedule will apply.

#### 2. Definitions

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

"Achieved Service

Level"

means the actual level of performance of a Service achieved by the Supplier in relation to a Service Level

Performance Criteria for a Service Period:

"Agreed Service

Time"

means the period during which the Supplier ensures

the Services are Available to the Buyer:

"Available"

a Service shall be "Available" when the Buyer's end users are able to access and use all its functions at a level that enables them to carry out their normal duties. Availability shall be construed accordingly;

"Call-Off Contract

Year"

means a consecutive period of twelve (12) Months commencing on the Call-Off Start Date or each

anniversary thereof;

"Critical Service Level Failure" takes the meaning;

- a) Specified by the Buyer where the Buyer selects Part A to this Call-Off Schedule 14: or
- b) any instance of critical service level failure specified in Annex 2 to Part B of this Schedule where the Buyer selects Part B to this Schedule;

"Downtime"

means any period of time within the Agreed Service Time during which a Service is not Available, excluding Planned Downtime;

"Imposed Carrier Downtime"

means time during which the Supplier is prevented from supplying the Services due to unavailability of an underlying telecommunications service from a third-party provider on which the Services are dependent. In any instance where the Supplier claims Imposed

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Carrier Downtime, the Supplier must be able to provide evidence to the satisfaction of the Buyer that the interruption to the Services was in fact due in its entirety to unavailability of the underlying service;

#### "Incident"

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

# "Incident Resolution Time"

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

# "Planned Downtime"

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

#### "Provisioning"

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

#### "Resolution"

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

# "Service Credit Cap"

#### means:

- (a) in the period from the Call-Off Start Date to the end of the first Call-Off Contract Year fifteen thousand pounds (£15,000); and
- (b) during the remainder of the Call-Off Contract Period, thirty five per cent (35%) of the Call-Off Contract Charges payable to the Supplier under this Call-Off Contract in the period of twelve (12) Months immediately preceding the Service Period in respect of which Service Credits are accrued:

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

#### "Service Credits"

a) any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by

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the Supplier to meet one or more Service Levels; or

b) any service credits specified in the Annex to Part B of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels:

#### "Service Desk"

means the single point of contact set up and operated by the Supplier to log, monitor and escalate Incidents, Incident Resolutions and Service Requests;

# "Service Failure Threshold"

means the level of performance of a Service which becomes unacceptable to the Buyer, including as set out in each Service Level Performance Criteria and where the Supplier fails to provide the Services in accordance with this Contract:

## "Service Level Failure"

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

#### "Service Level Performance Criteria"

means the criteria identified in either;

- a) Annex 1 to Part A of this Schedule; or
- b) paragraph 3.6 of Part B of this Schedule, against which the individual metrics are assessed:

depending upon whether Part A or Part B is selected by the Buyer

#### "Service Levels"

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

# "Service Level Threshold"

shall be as set out against the relevant Service Level Performance Criteria in Annex 1 of Part A, or Annex 1 of Part B, of this Schedule depending upon which option is selected by the Buyer;

#### "Service Period"

means a recurrent period of one month during the Call-Off Contract Period, unless otherwise specified in the Order Form;

#### "Unavailable"

in relation to a Service, means that the Service is not Available:

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#### 3. What happens if you don't meet the Service Levels

- 3.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Threshold for each Service Level.
- 3.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A or Part B of this Schedule, as appropriate, including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Threshold.
- 3.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part C (Performance Monitoring) of this Schedule.
- 3.4 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
  - 3.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
  - 3.4.2 the Service Level Failure:
    - (a) exceeds the relevant Service Failure Threshold;
    - (b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
    - (c) results in the corruption or loss of any Government Data; and/or
    - results in the Buyer being required to make a compensation payment to one or more third parties; and/or
  - 3.4.3 the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 of the Core Terms (CCS and Buyer Termination Rights).

#### 4. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

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

provided that the operation of this paragraph 4 shall be without prejudice to the right of the Buyer to terminate this Contract pursuant to Clause 10.4 of the Core Terms (CCS and Buyer Termination Rights) and/or to claim damages from the Supplier for material Default.

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# PART A: Short Form Service Levels and Service Credits

Not used.

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# PART B: Long Form Service Levels and Service Credits

#### 1. General provisions

- 1.1 The Supplier shall provide support and advice, when required by the Buyer, on matters relating to:
  - 1.1.1 Availability of the Services;
  - 1.1.2 quality of the Services;
  - 1.1.3 provisioning;
  - 1.1.4 essential downtime
  - 1.1.5 Buyer support;
  - 1.1.6 complaints handling; and
  - 1.1.7 accurate and timely invoices.
- 1.2 The Supplier accepts and acknowledges that failure to meet the Service Level Threshold set out in this Part B of this Call-Off Schedule will result in Service Credits being due to the Buyer.

#### 2. Principal points

- 2.1 The objectives of the Service Levels and Service Credits are to:
  - 2.1.1 incentivise the Supplier to meet the Service Levels and to remedy any failure to meet the Service Levels expeditiously;
  - 2.1.2 ensure that the Services are of a consistently high quality and meet the requirements of the Buyer;
  - 2.1.3 provide a mechanism whereby the Buyer can attain meaningful recognition of inconvenience and/or loss resulting from the Supplier's failure to deliver the level of service for which it has contracted to deliver; and
  - 2.1.4 provide an incentive to the Supplier to comply with and to expeditiously remedy any failure to comply with the Service Levels.
- 2.2 The Parties acknowledge that:
  - 2.2.1 The Buyer will, in all cases, prefer to receive the Services within the Service Levels in preference to receiving the Service Credits; and
  - 2.2.2 the Supplier shall, in all cases, seek to deliver the Services within the Service Levels in preference to accepting a liability for Service Credits.

#### 3. Service Levels

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- 3.1 The Supplier shall monitor its performance under this Call-Off Contract by reference to the relevant Service Level Performance Criteria for achieving the Service Levels and shall send the Buyer a Performance Monitoring Report detailing the level of service which was achieved in accordance with the provisions of Part C (Performance Monitoring) of this Call-Off Schedule.
- 3.2 The Supplier shall, at all times, provide the Services in such a manner that the Service Level Thresholds are achieved.
- 3.3 If the level of performance of the Supplier of any element of the provision by it of the Services during the Call-Off Contract period:
  - 3.3.1 is likely to or fails to meet any Service Level Threshold; or
  - 3.3.2 is likely to cause or causes a Critical Service Level Failure to occur, the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without prejudice to any other of its rights howsoever arising may:
    - (A) Require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring; and
    - (B) If the action taken under paragraph (A) above has not already prevented or remedied the Service Level Failure or Critical Service Level Failure, the Buyer shall be entitled to instruct the Supplier to comply with the Rectification Plan Process; or
    - (C) If a Service Level Failure has occurred, deduct from the Call-Off Contract Charges the applicable Service Credits payable by the Supplier to the Buyer in accordance with the calculation formula set out in Annex 1 of this Part B of this Call-Off Schedule; or
    - (D) If a Critical Service Level Failure has occurred, exercise its right to compensation for such non-availability of Services via this Call-Off Contract.
- 3.4 Approval and implementation by the Buyer of any Rectification Plan shall not relieve the Supplier of any continuing responsibility to achieve the Service Levels, or remedy any failure to do so, and no estoppels or waiver shall arise from any such Approval and/or implementation by the Buyer.
- 3.5 The Buyer may enhance or otherwise modify the Service Levels required during a Further Competition Procedure.

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- 3.6 The Services are subject to the following four Service Level
  Performance Criteria as set out in paragraph 6 of this Part B of Call-Off
  Schedule 14:
  - 3.6.1 Availability;
  - 3.6.2 Incident Resolution;
  - 3.6.3 Quality; and
  - 3.6.4 Provisioning.

#### 4. Agreed Service Time

Service

Level 4

- 4.1 The Services will be made Available by the Supplier to the Buyer during the Agreed Service Time.
- 4.2 The Agreed Service Time applied to the Services will be determined by the Service Maintenance Level selected by the Buyer on the Order Form.

4.3 The Service Maintenance Levels and associated Agreed Service Times is set out in the following table:

Maintenance
Level

Monday – Friday (excluding Bank Holidays)
08:00-18:00

Monday – Saturday (excluding Bank Holidays)
08:00-18:00

Monday – Saturday (including Bank Holidays)
08:00-18:00

Monday – Sunday (including Bank Holidays)
07:00-21:00

#### 5. Incidents

5.1 If the Services become Unavailable, the Buyer must report the Unavailability as an Incident to the Service Desk.

(24 hours per day, 7 days per week)

Monday – Sunday (including Bank Holidays);

5.2 Incidents must be classified to one of the following four severity levels:

Severity Level	Description of impact of Incident

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00:00-23:59

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Severity 1 The Services are Unavailable across the entire Buyer's estate

Severity 2 The Services are Unavailable at one of the Buyer's sites

Severity 3 The Services are Unavailable to an individual user

All other Incidents, including any Incidents raised initially at a higher Severity Level that were subsequently deemed to be attributable to the Buyer or in any other way not attributable to the Supplier.

5.2.1 The Supplier shall manage the Incident to resolution in accordance with this Call-Off Schedule, whilst keeping the Buyer appropriately informed of progress.

#### 6. Service Level Performance Criteria

#### 6.1 **Availability**

- 6.1.1 The Supplier shall ensure that the Services are Available during the Agreed Service Time.
- 6.1.2 Achieved Availability is calculated as a percentage of the total time in a Service Period that the Services should have otherwise been Available to the Buyer using the following formula:

Achieved Availability % = 
$$\frac{(MP - SD) \times 100}{MP}$$

#### Where:

MP means total time within the Agreed Service Time (excluding Planned Downtime, Imposed Carrier Downtime and any Unavailability attributable to Severity 3 or Severity 4 Incidents) within the relevant Service Period; and

SD means total service downtime within the Agreed Service Time within the relevant Service Period during which a Service and/or part thereof is Unavailable (excluding Planned Downtime, Imposed Carrier Downtime and any Unavailability attributable to Severity 3 or Severity 4 Incidents) within the relevant Service Period.

#### 6.2 Incident Resolution

6.2.1 The Supplier shall ensure that Incidents are resolved within the Maximum Incident Resolution Time.

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6.2.2 Maximum Incident Resolution Times are determined by the Severity Levels and Service Maintenance Levels as set out in the following table:

Service Maintenance Level	Severity 1; and Severity 2	Severity 3	Severity 4 (Indicative Only)
Level 1	End of next Working Day	5 Working Days	1 Month
Level 2	End of next Working Day	5 Working Days	1 Month
Level 3	Incident reported by 13:00, resolved same day; reported after 13:00, resolved by 13:00 next Working Day	End of next Working Day	15 Working Days
Level 4	6 hours	End of next Working Day	10 Working Days

- 6.2.3 Each Incident will either be Resolved within the Maximum Incident Resolution Time, or it will not; and will be reported as such by the Supplier. The time taken to resolve the Incident is not material to this Service Level Performance Criteria.
- 6.2.4 Achieved Incident Resolution is calculated as a percentage of the total number of Incidents in a Service Period that should have been resolved within the Maximum Incident Resolution Time using the following formula:

#### Where:

TI means the total number of Incidents raised by the Buyer during the Service Period (excluding Severity 4 Incidents); and FI means the total number of Incidents raised by the Buyer during the Service Period that were not resolved within the Maximum Incident Resolution Time (excluding Severity 4 Incidents).

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- 6.2.5 Where an Incident is reported outside the Agreed Service Time, the Incident will be treated as if it has been reported at the beginning of the next Working Day.
- 6.2.6 The Incident will only be deemed to be Resolved once the Services are Available. However, the Supplier shall not formally close any Incident until the Buyer has confirmed that the Services are Available.

#### 6.3 Quality

- 6.3.1 The Supplier shall ensure that the Services are delivered of a sufficient quality to meet the provisions of this Call-Off Schedule.
- 6.3.2 Measurement of answer and response times of the Service

  Desk will be based on the time taken for the Supplier to respond
  to the Buyer's call or email. Calls and emails receiving an
  automated response or calls placed into a queuing system shall
  be deemed not to have been answered.

#### 6.4 **Provisioning**

- 6.4.1 The Services will be provisioned at the outset in accordance with any Implementation Plan and any failure to meet Milestones will be dealt with in accordance with the terms of this Call-Off Contract.
- 6.4.2 Any delivery of Services or part thereof subsequent to the successful conclusion of the Implementation Plan will be subject to the Service Levels identified in the Variation to this Contract that incorporates those changes; or failing any other agreed Service Level, in accordance with the Supplier's standard provisioning Service Levels.

#### 7. Service Credits

- 7.1 This section sets out the basic agreed formula used to calculate a Service Credit payable to the Buyer as a result of a Service Level Failure in a given Service Period.
- 7.2 Service Credit payments are subject to the Service Credit Cap.
- 7.3 Annex 1 to this Part B of this Call-Off Schedule details the Service Credits available for each Service Level Performance Criterion in the event that the applicable Service Level Threshold is not met by the Supplier.
- 7.4 The Buyer shall use the Performance Monitoring Reports supplied by the Supplier under Part C (Performance Monitoring) of this Call-Off Schedule to verify the calculation and accuracy of any Service Credits applicable to each Service Period.

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- 7.5 Service Credits are a reduction of the amounts payable in respect of the Services and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in Annex 1 of Part B of this Call-Off Schedule.
- 7.6 The amount of Service Credit is determined by the tables in Annex 1 of this Part B of Call-Off Schedule 14, using the calculated Achieved Service Level Performance Criteria (e.g. Achieved Availability), the Service Level Threshold and the Service Failure Threshold and is calculated by using the straight line formula below:

#### Service Credit $\% = (m^*(a-x) + c)$ , where

a is the Service Level Threshold (%) below which Service Credits become payable;

b is the Service Failure Threshold (%);

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

c is the minimum Service Credit (%) payable if the Achieved Service Level falls below the Service Level Threshold;

d is the maximum Service Credit (%) payable if the Achieved Service Level Reaches the Service Failure Threshold:

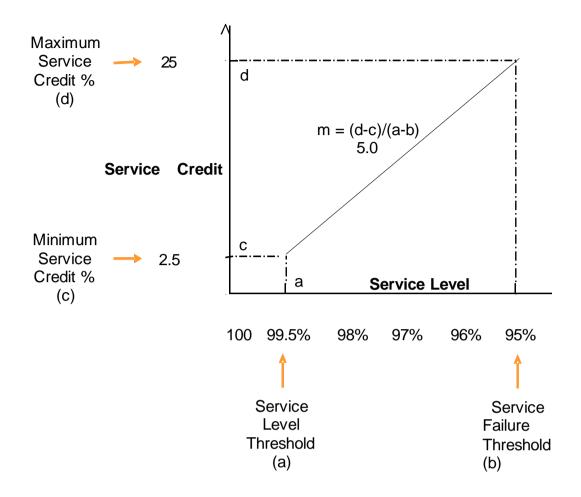
<u>mis</u> a coefficient defined for the services, which is calculated from the Formula m = (d-c)/(a-b), that is the slope of the straight line;

7.7 Consequently, the Service Credit regime is shown diagrammatically as follows:

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7.8 The Service Credit (£) is subsequently derived as follows:

#### Service Credit (£) = contract charges x Service Credit (%)

7.9 An example Service Credit calculation for the Availability of a service, (offered herein for illustrative purposes only), is as follows:

Criteria	Coefficient (m)	Service Level Threshold % (a)	Service Failure Threshold % (b)	Minimum Service Credit % (c)	Maximum Service Credit % (d)
Availability	5.0	99.5%	95.00%	2.5%	25%

- 7.9.1 The Achieved Availability of a service was recorded as 97% for a Service Period. For this service, the Service Level Threshold is 99.5% and the Service Failure Threshold is 95%. The contract charges for the service for the Service Period are £3,000. Previous performance had exceeded the Service Level Threshold for Availability.
- 7.9.2 In this illustration example:

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

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therefore the Service Credit calculation is:

7.10 An example Service Credit calculation for Incident Resolution is as follows:

Criteria	Coefficient (m)	Service Level Threshold % (a)	Service Failure Threshold % (b)	Minimum Service Credit % (c)	Maximum Service Credit % (d)
Incident Resolution	0.25	95.0%	85.00%	2.5%	5%

- 7.10.1 The Service Level Threshold is 95% of all incidents to be resolved within a specified time with the Service Failure Threshold being 85%. Assume that the Buyer has 80 Incidents within a Service Period, 10 of which were not resolved within the specified time. Therefore, the Achieved Incident Resolution is 87.5% for the Service Period. The contract charges for all the services that the Buyer is consuming are per Service Period. Previous performance had exceeded the Service Level Threshold for Incident Resolution Times.
- 7.10.2 In this illustration example:

Service Credit  $\% = 0.25 \times (95-87.5) + 2.5 = 4.375\%$ 

Consequently, the illustrated Service Credit calculation is:

Service Credit (£) =

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

#### 1. Availability

#### 1.1 **Services** (excluding the Service Desk)

Service Maintenance Level	Coefficient (m)	Service Level Threshold % (a)	Service Failure Threshold % (b)	Minimum Service Credit % (c)	Maximum Service Credit % (d)
1	N/A	N/A	N/A	N/A	N/A
2	1.3	95%	80%	5%	25%
3	2.86	97%	90%	5%	25%
4	5	99%	95%	5%	25%

#### 1.2 Service Desk

Service Maintenance Level	Coefficient (m)	Service Level Threshold % (a)	Service Failure Threshold % (b)	Minimum Service Credit % (c)	Maximum Service Credit % (d)
All	5	99%	95%	5%	25%

#### 2. Incident Resolution

				•	
Number of Incidents per Service Period	Coefficient (m)	Service Level Threshold (a)	Service Failure Threshold (b)	Minimum Service Credit % (c)	Maximum Service Credit % (d)
39 or fewer	Not applicable	No more than 2 Incidents are Resolved in excess of the max Incident Resolution Times	5 or more Incidents are Resolved in excess of the max Incident Resolution Times	2.5% (payable when 3 Incidents breach the Service Level Threshold in any Service Period)	5% (payable when 4+ Incidents breach the Service Level Threshold in any Service Period)
40 and more	0.25	95%	85%	2.5%	5%

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#### 3. Quality

#### 3.1 Service Desk:

Criteria	Coefficient	Service Level Threshold	Service Failure Threshold	Minimum Service Credit	Maximum Service Credit
Calls Answered within 60 seconds	0.25	90%	80%	2.5%	5%
Email Responded to within one (1) Working Day	0.083	90%	60%	2.5%	5%
Abandoned Calls	0.25	95%	85%	2.5%	5%

#### 3.2 Data Service

- 3.2.1 Where the Buyer has procured Services that include data services, the following provisions will apply:
  - (a) The Services will only be deemed to have been Delivered once the Buyer has tested and accepted the quality of the data service;
  - (b) Subsequent to Services commencement, where the Buyer believes the quality of the data service is not acceptable:
    - (i) an Incident will be raised with the Service Desk;
    - (ii) the Supplier shall investigate the Incident;
    - (iii) Subsequent to the investigation, if:
      - (A) a fault is found, the Incident is Resolved as any other Incident;
      - (B) a fault is not found and the Buyer still believes the quality of the data service is unacceptable, the Supplier shall evidence to the Buyer that the data service complies with relevant Standards.
    - (iv) In the event that a fault is not found and the Supplier cannot evidence to the satisfaction of the Buyer that the data service complies with relevant Standards, the Service will be deemed Unavailable from the

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time that the Incident was first raised with the Service Desk and the Incident Resolution Time will be accordingly measured from that time.

#### 3.3 Voice Service

- 3.3.1 Where the Buyer has procured Services that include voice services, the following provisions will apply:
  - (a) The Services will only be deemed to have been Delivered once the Buyer has tested and accepted the quality of the voice service;
  - (b) Subsequent to Services commencement, where the Buyer believes the quality of the voice service is not acceptable:
    - (i) an Incident will be raised with the Service Desk;
    - (ii) the Supplier shall investigate the Incident;
    - (iii) Subsequent to the investigation, if:
      - (A) a fault is found, the Incident is Resolved as any other Incident;
      - (B) a fault is not found and the Buyer still believes the quality of the voice service is unacceptable, the Supplier shall evidence to the Buyer that the voice service complies with relevant Standards.
    - (iv) In the event that a fault is not found and the Supplier cannot evidence to the satisfaction of the Buyer that the voice service complies with relevant Standards, the Service will be deemed Unavailable from the time that the Incident was first raised with the Service Desk and the Incident Resolution Time will be accordingly measured from that time.

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Call-Off Schedule 14 (Service Levels)
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#### **PART B Annex 2: Critical Service Level Failure**

#### 1. CRITICAL SERVICE LEVEL FAILURE

- 1.1 A Critical Service Level Failure will be deemed to have occurred if the performance of the Services falls below the same Service Failure Threshold on three (3) occasions in any six (6) consecutive Service Periods.
- 1.2 In the event of a Critical Service Level Failure, the Buyer shall be entitled to terminate this Call-Off Contract for material Default.

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#### **PART C: Performance Monitoring**

#### 1. Performance Monitoring and Performance Review

- 1.1 Part C to this Call-Off Schedule provides the methodology for monitoring the provision of the Services:
  - 1.1.1 to ensure that the Supplier is complying with the Service Levels; and
  - 1.1.2 for identifying any failures to achieve Service Levels in the performance of the Supplier and/or provision of the Services (may also be referred to as a "Performance Monitoring System").
- 1.2 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 1.3 The Supplier shall report all failures to achieve Service Levels and any Critical Service Level Failure to the Buyer in accordance with the processes agreed in Paragraph 1.2 of Part C of this Call-Off Schedule above.
- 1.4 The Supplier shall provide the Buyer with performance monitoring reports ("Performance Monitoring Reports") in accordance with the process and timescales agreed pursuant to paragraph 1.2 of Part C of this Call-Off Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
  - 1.4.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
  - 1.4.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
  - 1.4.3 details of any Critical Service Level Failures;
    - 1.4.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
  - 1.4.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate: and
  - 1.4.6 such other details as the Buyer may reasonably require from time to time.
  - 1.5 The Parties shall attend meetings to discuss Performance Monitoring Reports ("Performance Review Meetings") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the

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Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall (unless otherwise agreed):

- 1.5.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
- 1.5.2 be attended by the Supplier's representative and the Buyer's representative; and
- 1.5.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.
- 1.6 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's representative and the Buyer's representative at each meeting.
- 1.7 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

#### 2. Satisfaction Surveys

2.1 The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.

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# PART C ANNEX 1: ADDITIONAL PERFORMANCE MONITORING REQUIREMENTS

Not used.

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