

## Direct award Order Form

**CALL-OFF REFERENCE:** **NS6/21122004** (*to be completed by the Supplier following Service Commencement*)

**THE BUYER:** The National Health Service Commissioning Board (known as NHS England) and the National Health Service Trust Development Authority (known as NHS Improvement)

**BUYER ADDRESS:** Quarry House, Quarry Hill, Leeds, LS2 7UE

**SUPPLIER REFERENCE** **RM3808-COVID19-Lot6-Telefonica O2-007**

**THE SUPPLIER:** Telefonica UK Limited

**SUPPLIER ADDRESS:** 260 Bath Road, Slough, Berkshire, SL1 4DX

**REGISTRATION NUMBER:** 1743099

**DUNS NUMBER:** 289733107

**SID4GOV ID:** N/A

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **24<sup>th</sup> December 2020**.

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

**CALL-OFF LOT(S): Lot 6**

### CALL-OFF INCORPORATED TERMS

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

1. This Order Form including the Call-Off Special Terms and Call-Off special Schedules.
2. *Joint Schedule 1(Definitions and Interpretation) RM3808*
3. *The following Schedules in equal order of precedence:*

*Joint Schedules for framework reference number RM3808*

- *Joint Schedule 2 (Variation Form)*
- *Joint Schedule 3 (Insurance Requirements)*
- *Joint Schedule 4 (Commercially Sensitive Information)*
- *Joint Schedule 6 (Key Subcontractors)*

- *Joint Schedule 10 (Rectification Plan)*
  - *Joint Schedule 11 (Processing Data)*
  - **Call-Off Schedules for NS6/21122004 (to be completed by the Supplier following Service Commencement)**
    - *Call-Off Schedule 1 (Transparency Reports)*
    - *Call-Off Schedule 2 (Staff Transfer)*
    - *Call-Off Schedule 6 (ICT Services)*
    - *Call-Off Schedule 7 (Key Staff)*
    - *Call-Off Schedule 8 (Business Continuity and Disaster Recovery)*
    - *Call-Off Schedule 9 (Security)*
    - *Call-Off Schedule 11 (Installation Works)*
    - *Call-Off Schedule 12 (Clustering)*
    - *Call-Off Schedule 14 (Service Levels)*
4. CCS Core Terms (version 3.0.5)
5. *Joint Schedule 5 (Corporate Social Responsibility)*

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

#### **CALL-OFF SPECIAL TERMS**

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

**CALL-OFF START DATE** 24<sup>th</sup> December 2020

**CALL-OFF EXPIRY DATE** 23<sup>rd</sup> December 2022

**CALL-OFF INITIAL PERIOD** 24 Months

**CALL-OFF OPTIONAL EXTENSION PERIOD**  
12 Months

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

During the Call-Off Contract Period the minimum period of notice for without reason termination, per instance of a Service to which a Minimum Period applies, shall be 24th Minimum Period stated in section 2 of the Price Card months minus the number of months such instance of a Service has been connected under the Call-Off Contract.

**CATALOGUE SERVICE OFFER REFERENCE:** RM3808-COVID19-Lot6-Telefonica O2-007

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

As detailed in the RM3808-COVID19-Lot6-Telefonica O2-007 Service Offer, the Services and tariffs are detailed in the Call-Off Charges section below.

The same deliverables are also detailed in the RM3808-COVID19-Lot6-Telefonica O2-007 Capture Requirements (CR) Form that accompanies this Call Off Contract.

### **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 £4,003,098.40 (*Estimated TCV Charges in the first 12 months of the Contract. The Buyer must always provide a figure here*)

### **CALL-OFF CHARGES**

The Charges that will apply are those set out within O2's Standard Service Offer (reference RM3808-COVID19-Lot6-Telefonica O2-007) as published in the Supplier's Catalogue which is available via the Government eMarketplace and which are expressly set out below.

## **1. Notes Relating to Minimum Commitments and Termination Fees**

### **Notes Relating to Minimum Commitments for Mobile Services**

- i. Minimum Period for New Connections; Each SIM Card provided as a New Connection must remain connected for the Minimum Period commencing on the date it is first connected.
- ii. Minimum Period for re-signing connections; Each re-sign connection, which is a SIM Card which is already connected to the Network and which is committing to a new Minimum Period, must remain connected for such Minimum Period which shall commence upon the Service Commencement Date.
- iii. Minimum Holding Commitment(s); The Charges set out in the Price Card are subject to the Buyer achieving the Minimum Holding within the Minimum Holding Period and maintaining the Minimum Holding for the duration of the Call-Off Contract Period, and, unless another Minimum Period is set out in this section **Error! Reference source not found.**, each SIM Card connected to the Mobile Service remaining connected for at least 30 days commencing on the date it is first connected.

### **Notes relating to Minimum Commitments for IoT Services**

- i. Minimum Period for New Connections: Each SIM Card provided as a New Connection must remain connected to the IoT Services for the Minimum Period commencing on the date it is first connected.
- ii. Minimum Period for Re-Signing Connections: Each SIM Card provided as a Re-Sign Connection must remain connected to the IoT Services for the Minimum Period which shall commence upon the Service Commencement Date.
- iii. Minimum Holding Commitment(s): The Charges set out in the Price Card are subject to the Buyer achieving the Minimum Holding within the Minimum

Holding Period and maintaining the Minimum Holding for the duration of the Call-Off Contract Period.

- iv. Activation Grace Period: The “Activation Grace Period” means the period of 1 month from shipment date of a SIM. The Buyer must activate a SIM card within the Activation Grace Period.

Where the Buyer fails to activate a SIM card within the Activation Grace Period, the monthly Rental Charge will automatically begin to apply at the end of the Activation Grace Period. The SIM will be billable per the Minimum Period specified below. Although the Rental Charge will commence automatically at the end of the Activation Grace Period, the SIM lifecycle state will not automatically move to “activated” on the relevant platform for that SIM Card.

### **Notes Relating to Minimum Commitments for Workspace ONE Services**

- i. Minimum Period: Each Licence for the Workspace ONE Service is provided for the Minimum Period commencing on the date the order is accepted by the Manufacturer.
- ii. Minimum Holding: The Charges set out in the Price Card are subject to the Buyer achieving the Minimum Holding and maintaining the Minimum Holding for the duration of the Call-Off Contract Period.

### **Notes Relating to Minimum Commitments for MODA and SandBlast Services**

- i. Minimum Period: Each Licence for the MODA Service is provided for the Minimum Period commencing on the date it is provided.
- ii. Minimum Holding: The Charges set out in this Price Card are subject to the Buyer achieving the Minimum Holding and maintaining the Minimum Holding for the duration of the Call Off Contract Period.

## **1.1. Termination Fees**

Termination Fees shall comprise of the following, each becoming payable by the Buyer independently as and when applicable:

### **1.1.1. Mobile Services**

#### **a) Minimum Period Charges**

Where the Buyer serves a disconnection notice in relation to a SIM Card or line before the SIM Card or line has served its Minimum Period then the Buyer shall be liable for the Termination Fee set out in section 2 for all months (including part months) unserved.

#### **b) Absolute Co-terminus End Date**

This Call-off Contract is Absolute Co-terminous therefore the all applicable Minimum Period(s) shall terminate upon the expiry of the Call-Off Contract Period.

#### **c) Minimum Holding Charges**

Where the Buyer fails to satisfy its obligations in respect of the Minimum Holding(s) then the Supplier shall be entitled to charge the Buyer the Termination Fee set out in section 2 for the difference between the actual number of connected SIM Cards or lines and the Minimum Holding for the applicable Service until such time as the Buyer achieves the Minimum Holding(s) or the expiry of the Call-Off Contract Period. The Minimum Holding Charge shall apply irrespective of whether the Call-off Contract has been terminated (in whole or in part).

### **1.1.2. IoT Services**

#### **a) Minimum Period Charges**

Where the Buyer serves a disconnection notice in relation to a SIM Card before the SIM Card has served its Minimum Period then in addition to actual usage the Buyer shall be liable for the Rental Charge for the IoT Service for each unserved month (including part months) of the Minimum Period.

#### **b) Minimum Holding Charge**

Where the Buyer fails to satisfy its obligations in respect of the Minimum Holding(s) for the IoT Service, then in addition to actual usage, the Supplier shall be entitled to charge the Buyer the Rental Charge detailed above for the difference between the actual number of SIM Cards connected to the IoT Service and the Minimum Holding until such time as the Buyer achieves the Minimum Holding(s) for the remainder of or until the expiry of the Call-Off Contract Period. The Minimum Holding Charge shall apply irrespective of whether the Call-Off Contract has been terminated.

### **1.1.3. Workspace ONE Services**

#### **a) Minimum Period Charges**

For the avoidance of doubt, as Charges are payable in full in advance for the Licences. Termination Fees are not applicable.

#### **b) Minimum Holding Charges**

Where the Buyer fails to satisfy its obligations in respect of the Minimum Holding, the Supplier shall be entitled to charge the Buyer the difference between the actual number of Licences and the Minimum Holding for the Workplace ONE Service.

### **1.1.4. Sandblast Mobile Services**

#### **a) Minimum Period Charges**

For the avoidance of doubt, where the Buyer wishes to terminate the SandBlast Mobile Service, no refund will be payable to the Buyer for Licence Charges already paid for the SandBlast Mobile Service.

#### **b) Minimum Holding Charges**

Where the Buyer fails to satisfy its obligations in respect of the Minimum Holding, the Supplier shall be entitled to charge the Buyer the difference between the actual number of Licences and the Minimum Holding for the SandBlast Mobile Service.

### 1.1.5. MODA Service

#### a) Minimum Period Charges

For the avoidance of doubt, where the Buyer wishes to terminate the MODA Service, no refund will be payable to the Buyer for Licence Charges already paid for the MODA Service.

#### b) Minimum Holding Charges

Where the Buyer fails to satisfy its obligations in respect of the Minimum Holding, the Supplier shall be entitled to charge the Buyer the difference between the actual number of Licences and the Minimum Holding for the SandBlast Mobile Service.

### 1.1.6. Managed Logistics Services

#### a) Deployment Services

Where the Buyer has placed an order for the Deployment Service and the Supplier has accepted such order, then the Buyer shall not be able to amend or retract such order without paying to the Supplier the Charges relating to the Deployment Service ordered.

Where the Buyer fails to satisfy its obligations in respect of the Minimum Initial Order for the Managed Logistics Service, then the Supplier shall be entitled to charge the Buyer the Charge for the Device, Accessory and associated Deployment and In-Life Services detailed below for the difference between the actual number of Device, Accessory, Deployment and In-Life Services and the Minimum Initial Order.

### 1.1.7. Managed Support Services

Where the Buyer cancels the Managed Support Services prior to the end of the Minimum Period, the Buyer will be liable for the Charge per Connection per Month for each unserved month (including part months) of the Minimum Period.

## 2. Minimum Commitments

The following Minimum Commitment(s) shall apply to the Services under this Service Offer:

**Table One**

Call-Off Initial Period (Months)	24
Optional Call-Off Extension Period (Months)	12

**Table Two – Minimum Commitments: Phase 1**

Service	Minimum Period (Months)	Minimum Holding (SIM Cards)	Minimum Holding Period (Months)	Minimum Holding Termination Fees	Minimum Period Termination Fees	Co-Term Details
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IoT Services	24	890	2	Rental Charges	Rental Charges	Absolute Co-Terminous
WorkSpace ONE Services	24	890	2	Licence Charges	Licence Charges	Licence Commitment
MODA Services	24	890	2	Licence Charges	Licence Charges	Licence Commitment
SandBlast Mobile Services	24	890	2	Licence Charges	Licence Charges	Licence Commitment
Managed Logistics Services	12	890	2	Device/Accessory + Deployment Charges	In-Life Service Charges	Absolute Co-Terminous
Managed Support Services	12	890	2	Charge per Connection per Month	Charge per Connection per Month	Connection Commitment

**Table Three – Minimum Commitments: Phase 2**

Service	Minimum Period (Months)	Minimum Holding (SIM Cards)	Minimum Holding Period (Months)	Minimum Holding Termination Fees	Minimum Period Termination Fees	Co-Term Details
IoT Services	12	9,335	2	Rental Charges	Rental Charges	Absolute Co-terminous
WorkSpace ONE Services	12	9,335	2	Licence Charges	Licence Charges	Licence Commitment
MODA Services	12	9,335	2	Licence Charges	Licence Charges	Licence Commitment
SandBlast Mobile Services	12	9,335	2	Licence Charges	Licence Charges	Licence Commitment
Managed Logistics Services	12	9,335	2	Device/Accessory + Deployment Charges	In-Life Service Charges	Absolute Co-Terminous
Mobile Voice & Data Services	12	1,000	2	Rental Charges	Rental Charges	Absolute Co-Terminous
Managed Support Services	12	9,335	2	Charge per Connection per Month	Charge per Connection per Month	Connection Commitment

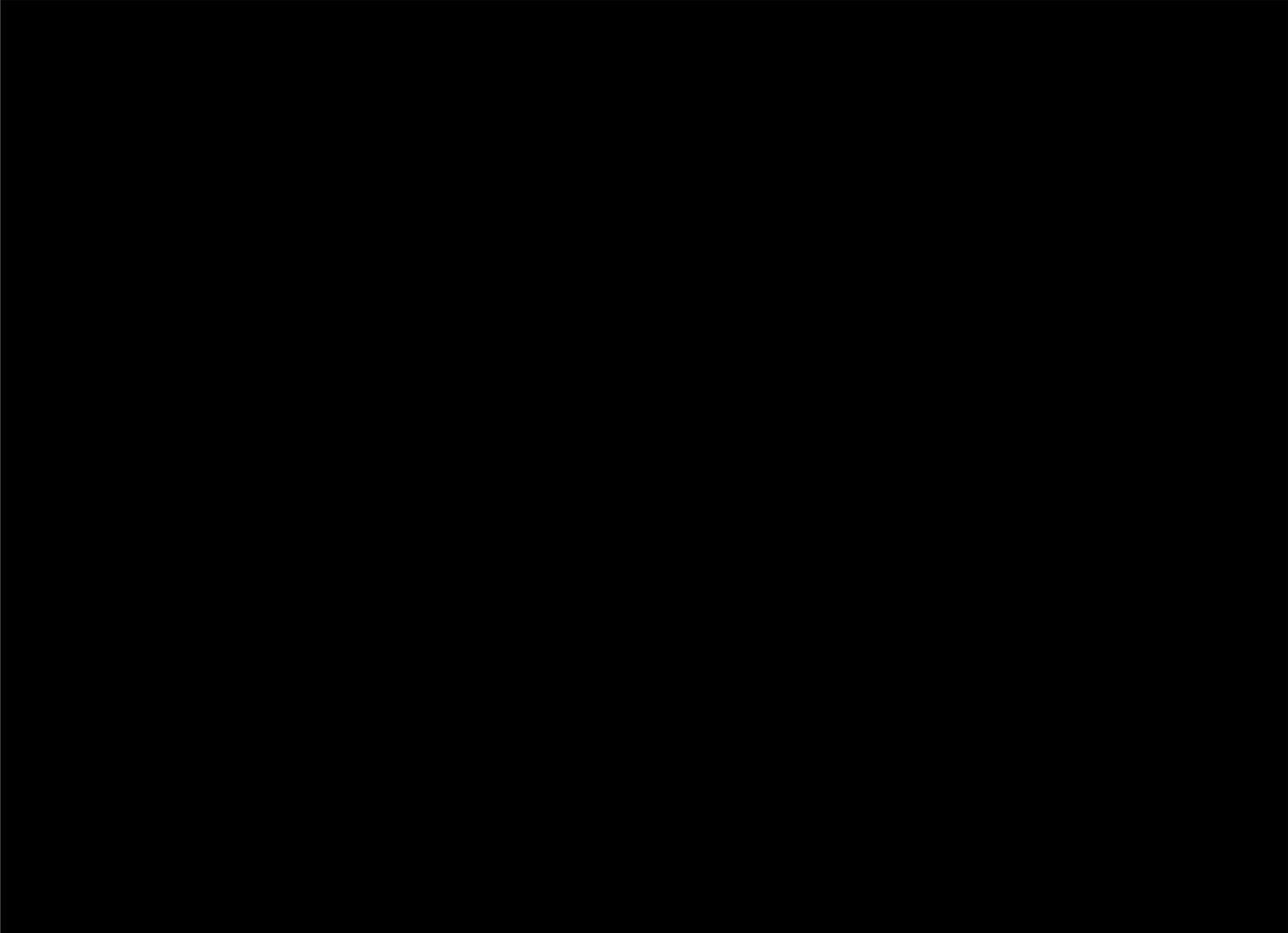
## 2.1. Mobile Services Charges (Phases 1 & 2)

The Airtime Charges and associated data allowances relating to the Voice Services and Mobile Data Services are as set out below and shall apply from the Service Commencement Date:

### 2.1.1. Mobile Tariffs

- a) The Charges and mobile data allowances set out above apply on per month basis.
- b) The Buyer agrees that, in opting for the tariff(s) set out in the table above, they have chosen not to specify a billing limit in the Call-off Contract. In order for the Supplier to provide the Buyer with the tariff(s) and the agreed pricing, the Buyer hereby agrees that they will not be able to opt in for a Spend Cap before the expiry of the Call-Off Contract Period. The Buyer further agrees that the reasonable notice period for the purposes of section 124S(3)(a) of the Communications Act 2003 is no less than the period remaining before the expiry of the Call-Off Contract Period, and that any request to specify a billing limit upon the expiry of that Call-Off Contract Period may only be possible if a Spend Cap enabled tariff is chosen by the Buyer.
- c) Unused mobile data allowances for individual SIM Cards cannot be carried over into the following month.
- d) Mobile data usage is measured in Kilobytes (KB). 1024 KB = 1 Megabyte (MB), 1024 MB = 1 Gigabyte (GB) & 1024 GB = 1 Terabyte (TB).
- e) Mobile data usage will be aggregated across all SIM Cards connected to the applicable tariff(s) set out in the table above. Overage Charges, where applicable, will be calculated and applied monthly in arrears.
- f) Mobile data allowances (where applicable) will be used for all of the Supplier's different types of mobile data (for example 3G/4G/Edge/GPRS/HSPA) and will not differentiate between the types of mobile data they are using.
- g) Mobile data roaming in the Europe Zone will be charged as set out in the table above.
- h) The Charges set out above do not incorporate mobile data roaming rates for roaming outside the Europe Zone. Mobile Data roaming Charges for roaming outside the Europe Zone are detailed in section 2.1.2.
- i) Depending on the tariff selected the Buyer may receive an alert once the mobile data allowance has been reached and be charged for the any additional mobile data used, in accordance with the terms of the tariff.
- j) 5G Services are subject to the following terms:
  - i. Upon receipt of a request from the Buyer the Supplier will enable the 5G Service within a timescale to be advised, subject to the Buyer:
    - 1) procuring a compatible tariff or requesting that the 5G Service be added to an existing compatible 4G tariff; and
    - 2) complying with any further instructions the Supplier may provide to the Buyer.
  - ii. The 5G Service is available on tariffs with a minimum monthly allowance of 6GB of data. No minimum data allowance is required for Users on shared or aggregated data tariffs.
  - iii. 5G services are only available in the UK. Roaming is not currently available with the 5G services.

- iv. Supplier may elect to implement 5G speed caps at any time at its sole discretion.
- v. Supplier reserves the right to charge an additional monthly Charge for access to 5G Services which will be notified to the Buyer prior to the 5G Services being enabled on their SIM Card(s).
- vi. 5G Services are only accessible via a compatible Device and SIM Card.
- vii. Once the Supplier has provided access to the 5G Services to the Buyer, the Buyer will be able to access mobile data over the 5G network whenever there is 5G coverage available.
- viii. Access to 5G Services is not currently compatible with private APNs.

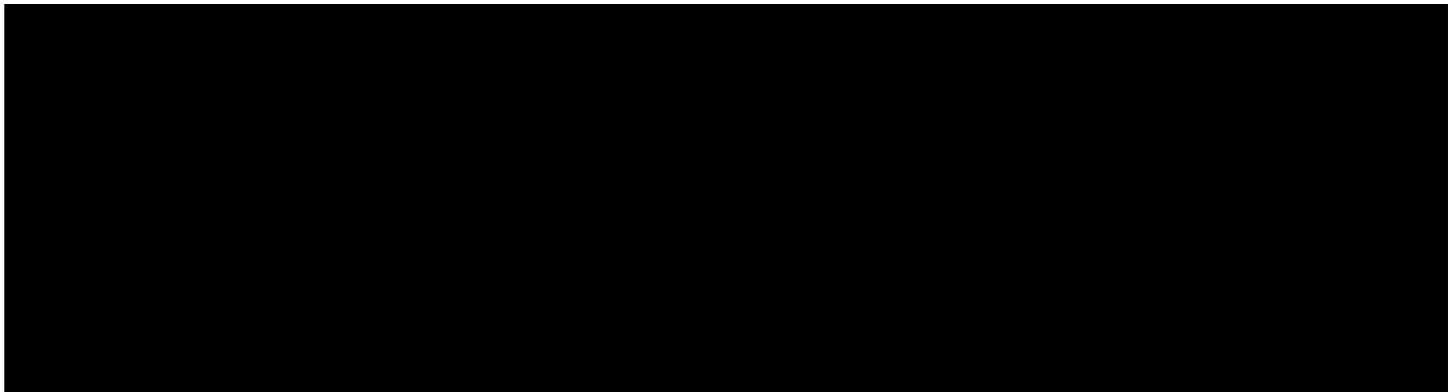


the mobile data Services and internet-tethering usage will be charged in accordance with the tariff to which the SIM Card is connected.

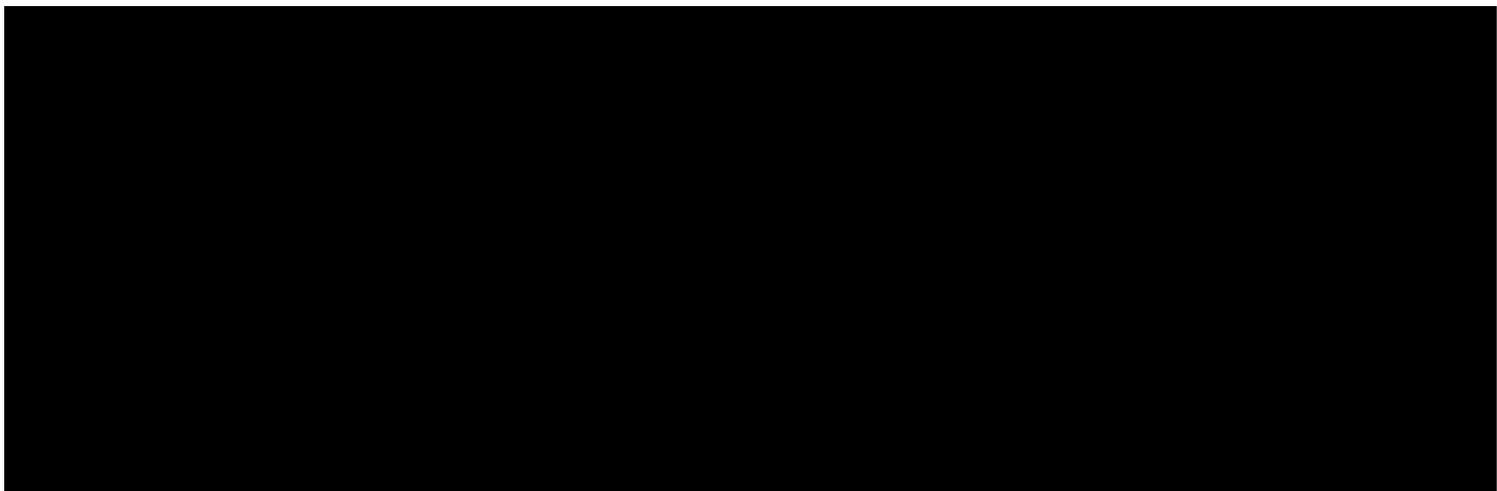
**2.1.4. Mobile Call Charges for international and roaming and data usage outside of the Europe Zone**

- a) Mobile data roaming usage is measured in Kilobytes (KB). 1024 KB = 1 Megabyte (MB), 1024 MB = 1 Gigabyte (GB) and 1024 GB = 1 Terabyte (TB).

- b) Mobile data roaming outside the Europe Zone will be Charged in accordance with the selected bolt-on(s) as set out in section 2.1.2 and, dependant on the bolt-on(s) selected may be subject to the terms set out within this section 2.1.4.
- c) International call Charges shall be charged in accordance with the following table:



- d) Charges for calls and text messages from the UK to Jersey, Guernsey and the Isle of Man are available to view on the O2 Website.
- e) In the table above, and the table below, Zone 1 and Zone 2 above together are the Europe Zone. Further Zone definitions are available to view on the O2 Website.
- f) Roaming calls and SMS messages will be charged in accordance with the following table with the exception of any roaming minutes and SMS that are included in the Buyer's Rest of World Pass allowance all.



- g) Voicemail retrieval calls made within the Europe Zone will be Charged at the O2 to other network call Charge set out in section 2.1.3 of this Price Card.
- h) Charges for calls to UK premium rate and non-geographic number (NGN) services whilst roaming will be charged (i) in the Europe Zone at the rates set out on the O2 Website or (ii) in the rest of the world at the rates set out on the O2 Website plus the call Charge in the table above.

**Rest of Word Pass Service**

- i) Rest of World Pass is available in three zones ("ROW Zones"). The countries in each ROW Zone can be found on the O2 Website.
- j) The following allowances apply to each 24 hour Rest of World Pass:

	Minutes and SMS Allowance	Data Allowance
ROW Zone 1	300 Minutes and 300 SMS Messages	500MB
ROW Zone 2	Not Available	50MB
ROW Zone 3	Not Available	5MB

- i. The Rest Of World Pass will trigger the Charge as set out in section 2.1.2 at the point a User uses the first 50KB of data. If in ROW Zone 1 the Charge will also trigger if a User makes or receives a call, or sends an SMS message. The pass is valid for a period of 24 hours or until the data allowance has been fully used, whichever is the sooner. Any unused allowances will not carry over to the following 24 hour period.
  - ii. There are 2 data caps available on the 24 hour Rest of the World Pass:
    - 1) the default cap is one 24 hour pass per User per 24 hour period; or
    - 2) an optional cap of two 24 hour passes per User per 24 hour period.
- k) The following allowances apply to each 30 day Rest of World Pass:**

	Minutes and SMS Allowance	Data Allowance
ROW Zone 1	3000 Minutes and 3000 SMS Messages	5GB
ROW Zone 2	Not Available	500MB
ROW Zone 3	Not Available	50MB

- i. The Rest Of World Pass will trigger the Charge as set out in section 2.1.2 at the point a User uses the first 50KB of data. If in ROW Zone 1 the Charge will also trigger if a User makes or receives a call, or sends an SMS message. The pass is valid for a period of 30 consecutive days or until the data allowance has been fully used, whichever is the sooner. Any unused allowances will not carry over to the following 30 day period.
  - ii. A cap may be applied to the Rest Of World 30 Day Pass. Buyers may limit usage to one 30 day Rest of World Pass per User per billing cycle.
- l) The Rest of World Pass call allowance can be used to make and receive calls within country and back to the UK. The SMS message allowance can be used to send SMS messages worldwide. There is no upper limit or Charge for additional usage over the call and SMS allowance but in the event that a User's usage is higher than the allowance the User will be reminded by SMS that their allowance has been exceeded. If the User continues to exceed the allowance, the Supplier shall exercise its discretion to remove the pass and inform the User with any further usage being charged at the rates within this Price Card.**
- m) If a User moves between ROW Zones during the validity of a pass and the data allowance changes, the same percentage of the data allowance used in the first ROW Zone will be removed from the data allowance available in the second ROW Zone. For example, on a 24 hour Rest Of World Pass using 250MB of the 500MB data allowance in ROW Zone 1, then moving to ROW Zone 2, will mean the User will be allowed 50% of the 50MB data allowance in ROW Zone 2 for the remainder of that 24 hour period (so 25MB).**
- n) The Supplier reserve the right to:**
- i. amend the terms relating to Rest of World Pass from time to time;

- ii. remove or discontinue Rest of World Pass at any time upon prior written notice; and
  - iii. terminate a User's use of Rest of World Pass if in the Supplier's reasonable opinion, the User is using the service contrary to the intended purpose.
- o)** Subject to any Rest of World Pass capping option selected by the Buyer:
- i. where a User is connected to the 24 hour Rest of World Pass and the User exceeds the inclusive data allowance and then subsequently uses additional data, the Buyer shall automatically purchase another 24 hour Rest of World Pass for that User; or
  - ii. where a User is connected to the 30 day Rest of World Pass and the User exceeds the inclusive data allowance and then subsequently uses additional data, the Buyer shall automatically purchase another 30 day Rest of World Pass for that User.
- p)** Within ROW Zone 3, Users in Andorra, Greenland, Lebanon and Sudan will be able to use email, internet and social media at normal data speeds (150Kbps). All other usage, including but not limited to video streaming, VOIP calling and gaming, will be subject to traffic management procedures. Data speeds for these services will be reduced to 15kbps. Slower speeds may affect user experience.
- q)** Rest of World Pass is not compatible with private APN's or O2 Telematics SIM Cards.

### 2.1.5. Mobile Equipment Charges

The Charges relating to Hardware, Accessories and Mobile Equipment and associated products and services are as detailed below:

	Charges
Mobile Equipment	As set out in the business customer pricelist, available from Customer Services
Mobile Equipment Accessories	As set out in the business customer pricelist, available from Customer Services
Car Kit Installations, De-Installations and De and Re- installations (during the same engineer visit)	As set out in the business customer pricelist, available from Customer Services

## 2.2. IoT Services

### 2.2.1. IoT Connectivity Services – Other Charges

- a)** There shall be no activation charge per SIM Card.
- b)** In the event the Buyer requests delivery:
  - i) of a batch of SIM Cards less than the minimum order quantity; or
  - ii) to locations outside the United Kingdom;
 then additional Charges for delivery may apply.
- c)** A SIM Card minimum order applies and a charge may apply to any order that falls below the following quantity:

SIM Card Type	Minimum Order Quantity
Standard, micro, nano , industrial plug	50
Industrial VQFN8	300

## 2.2.2. Smart Connect – Dynamic Pool Tariffs

- i. The Rental Charges set out above apply on a per SIM Card per month basis.
- ii. Each SIM Card must remain connected and activated to the Services for the Minimum Period.
- iii. Whilst the Buyer will have access to the above contracted tariffs at the Service Commencement Date, the Buyer must request the Supplier's IoT customer services distribute the tariff to the Buyer's Smart Connect account as and when required.
- iv. Tariffs will typically be distributed to the Buyer's Smart Connect account within 5-7 Working Days. Tariffs that require special build may take longer.
- v. Supplier reserves the right to remove access to any contracted tariffs from a Buyer's account if no SIM Cards have been associated with that tariff for a period exceeding 90 consecutive days.
- vi. Data usage shall be aggregated across all SIM Cards connected to the applicable tariff, with each SIM Card adding the amount of inclusive data listed for that tariff in the table above to the data pool for that tariff only. Data cannot be pooled across different tariffs.
- vii. Voice and SMS charges are not included within the Rental Charge and are charged at the rates shown in the table at section 2.2.3 below.
- viii. Each SIM Card will commence its billing at the date which is the sooner of: (i) when the SIM Card is first activated (when the first data session is established); or (ii) the end of the Activation Grace Period. If a SIM Card is not activated within the Activation Grace Period, then the SIM Card will be deemed as activated and the Supplier will apply the Rental Charge in the next billing cycle.
- ix. SIM Cards connected to any of the following coverage zone(s); UK Resilient, UK Non-PLMN, EU Resilient, LATAM, USA & Canada will have access to a mobile network operator in the countries listed on the O2 website however given the nature of roaming the Buyer acknowledges that the Supplier has no control over other operators therefore access is dependent upon and subject to the availability of other operators' networks.

- x. Access to mobile network operators outside of the Supplier group are subject to change and the Buyer acknowledges that access to a network may not always be possible.

### **2.2.3. Standard & Default Charges for Voice, SMS & CSD**

- I. Standard charges will apply for originating Voice, SMS & CSD call types within agreed coverage zones. Default charges will apply for all other call types outside of agreed coverage zones.
- II. The price of all standard and default charges for Smart Connect are listed on the O2 website. The listed charges will be applied depending which product(s) and tariff(s) the Buyer has contracted for.
- III. CDR's are created at the point a call type originates taking into account both the time and location.

### **2.2.4. GPRS Terms and Conditions**

- a) Data usage is measured in Kilobytes (KB). 1024 KB = 1 Megabyte (MB), 1024 MB = 1 Gigabyte (GB).
- b) Unless specified data usage is rounded dependent on the following rules for O2 Connect:
  - i) Data is rounded per session;
  - ii) Sessions are rounded up to the next KB;
  - iii) Rounding occurs once the session is closed, after 500KB or after 24 hours;
 and
  - iv) If a SIM Card does not pass any data (zero bytes), then no rounding will occur however the Rental Charge will still apply.
- c) Unless specified data usage is rounded dependant on the following rules for Smart Connect Control Centre Platform:
  - i) Smart Connect Control Centre creates a CDR when any of these conditions occur: a session ends, a session exceeds 500KB of data, or a session exceeds 120 minutes.
  - ii) Data Rounding Frequency is shown in the specific rate plan in the Data Usage section
  - iii) Data Rounding Unit is shown in the specific rate plan in the Data Usage section
  - iv) Data Rounding is applied per Zone
  - v) Depending on the Data Rounding Frequency and Data Rounding Unit this will define what rounding occurs.
 

For this example

    - DRF = Daily
    - DRU = 1KB
    - CDR's created throughout the day will be collated, rounding is then applied based on the DRF/DRU for example rounded upwards to the next 1KB.
    - At the end of the month all CDR's are collated and rated based on the Rate Plan in force and any overage charges are calculated accordingly.

- vi) Note: although charging does not happen until the end of the calendar month rating rules may remain in force if a Rate Plan is swapped that has different DRF/DRU rules.
- vii) if a SIM Card does not pass any data (zero bytes), then no rounding will occur however the Rental Charge will still apply.
- d)** Unless specified data usage is rounded dependant on the following rules for the Smart Connect Kite Platform (UK SIM and Global SIM):
  - i) Smart Connect Kite creates a CDR when any of these conditions occur: a session ends or a session exceeds 60 minutes.
  - ii) Smart Connect Kite splits CDR's into multiple events when any of these conditions occur: the data session has consumed a pool; transition points are reached in a metered tariff or the data session spans across the Buyer's billing cycle.
  - iii) Data rounding is set as standard to 1Byte and is shown in each specific Zone in the Commercial Plan in the Commercial Management section on the platform.
  - iv) Data Rounding is applied per Zone
  - v) If a SIM Card does not pass any data (zero bytes), then no rounding will occur however the monthly SIM Card Rental Charge will still apply. Data allowance does not carry over into the next billing cycle.
- e)** Buyers are billed for the amount of data that travels over the data network. Please note that billing may include charges for re-sent data packets and packets added to control the flow of data over the network.
- f)** For O2 Connect only: unless specified the Charges set out within this Price Card do not incorporate data roaming rates which are set out elsewhere along with a list of the current countries with whom Supplier has a roaming agreement.
- g)** The relevant IoT Connectivity Device must be data compatible and enabled.
- h)** Access to data services is subject to coverage.
- i)** Supplier reserves the right to withdraw tariffs on a Buyer's plan if in a period of 90 days, there are less than 10 SIM Cards allocated to it. Supplier will confirm this in writing prior to withdrawing the tariff.

### **2.2.5. Voice, CSD and SMS Terms and Conditions**

- a)** The IoT Connectivity Services tariffs set out in this Price Card are subject to this section 2.2.5.
- b)** The following table provides the Voice, CSD and SMS categories applicable to this Price Card:

Voice, CSD and SMS Categories		
Product	Tariff	Call types
Connect	All	Landlines (01 & 02), 02 - 02 Mobile (07), X-Net Voice (07), 02 to 02 SMS, X-Net SMS, CSD
Smart Connect Kite UK SIM*	All	Mobile originating calls within the specified zone. SMS originating within specified zone.
Smart Connect Kite Global SIM	All	UK Landlines (01 & 02) UK Mobile (07) UK SMS to UK Mobile Numbers
Smart Connect Control Centre	All	SMS to Control Centre User group Only CSD (UK Landlines 01 & 02) OR (UK Mobile 07).

\* Please refer to the Default Charges table for charges that apply to usage outside of the specified zone.

- c)** Default charges for all other call types, including but not limited to premium rate and non-geographic numbers are set out on the O2 website.
- d)** For customers with Smart Connect Kite (applicable to both UK and Global SIM) that roam on operators that support online charging and make voice calls the following applies for Voice Calls on the O2 UK SIM:
- i) A voice CDR is created when any of these conditions occur: a call is terminated irrespective of the duration of the call.
  - ii) Smart Connect Kite further subdivides CDR's when any of these conditions occur: a call spans across the Buyer's billing cycle.
  - iii) Call setup, rounding (seconds by default) and price per minute is set at the zone level within the Commercial Plan in the Commercial Management section on the platform.
  - iv) Overage is charged at the price quoted per minute (prorated based on the number of seconds call duration).
- e)** For customers with Smart Connect Kite (Global SIM) that roam on operators that do not support online charging and voice calls, the delivery or roaming charge events from the generation of the CDR may take hours, days or several weeks. The impacts of this include:
- i) delayed CDRs processing corresponding to outgoing voice calls while roaming and in an activated state performed before the current billing cycle will be charged even if the SIM card lifecycle status has since transitioned to "deactivated", "suspended" or "retired".
  - ii) voice expense limits do not apply when roaming on operators that do not support online charging.
  - iii) for outgoing voice calls on roaming operators that do not support online charging, the charge being applied will be based on the currently assigned tariff when the voice call events/CDRs are being processed and not the tariff assigned when the call took place.
- f)** For customers with Smart Connect Kite (applicable to both UK and Global SIM):
- i) An SMS CDR is created for each SMS sent by a device.
  - ii) Rounding unit is always 1 SMS.
  - iii) SMS are charged as per specified above.
- g)** For customers with Smart Connect Kite (applicable to both UK and Global SIM) who are subscribed to application SMS features:

- i) SMS subscription and charging is controlled differently to device sent SMS. The pricing for this service is detailed in the Supplementary Service section of the Commercial Management section on the platform.

## 2.3. WorkSpace ONE Services

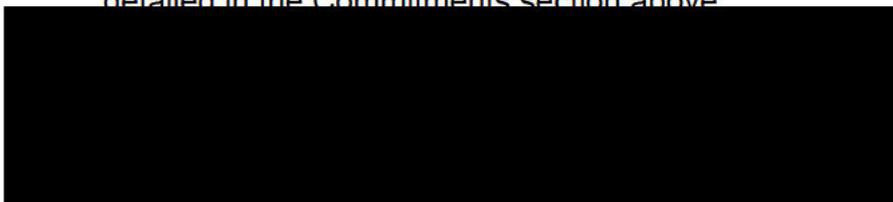
### 2.3.1. WorkSpace ONE Service – Selected Options (Phases 1 & 2)

The Supplier will provide the Buyer with the Service as described in the table below:

Edition	Standard or Advanced
Licence type	Device
Management Suite	Gold
Hosting	Public SaaS

### 2.3.2. Workplace One Service Charges (Phases 1 & 2)

The following are the Charges relating to the selected WorkSpace ONE Services, specified above, available to the Buyer from the Service Commencement Date and subject always to the Buyer meeting and/or committing to meet the commitments detailed in the Commitments section above:



- a) The Charges above shall be payable in advance for the applicable Minimum Period and shall be invoiced upon signature of this Call-Off Contract.

### 2.3.3. Optional Items

The Buyer may order:

- a) Additional WorkSpace ONE reports;
- b) Bespoke Reporting;
- c) Additional VIP Support Tickets in blocks of 10

Subject to the payment of the applicable Charges which will be advised by the Supplier at the time of order.

## **2.4. MODA Services**

### **2.4.1. MODA Charges (Phases 1 & 2)**

The following are the Charges relating to MODA Services available to the Buyer from the Service Commencement Date subject to the Buyer meeting and/or committing to meet the commitments detailed in the Commitments section above:

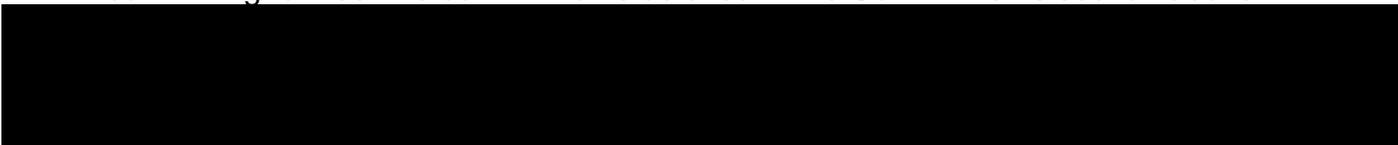


- a) Each Licence may be applied for use on one Device.
- b) The Buyer can purchase additional Licences in blocks of 10. Additional Licenses purchased will be subject to a new Minimum Period. Charges for additional Licences will be advised at time of order.
- c) The Charges above shall be payable in advance for the applicable Minimum Period and shall be invoiced upon signature of this Call-Off Contract.
- d) Renewal Licences will be subject to a new 12 month Minimum Period or as otherwise agreed.
- e) A Licence will terminate at the end of the Minimum Period unless the Buyer opts to renew the Licence.
- f) Licence Charges are non-refundable.

## **2.5. SandBlast Mobile Services**

### **2.5.1. SandBlast Mobile Service Charges (Phases 1 & 2)**

The following are the Charges relating to SandBlast Mobile Services available to the Buyer from the Service Commencement Date subject to the Buyer meeting and/or committing to meet the commitments detailed in the Commitments section above:



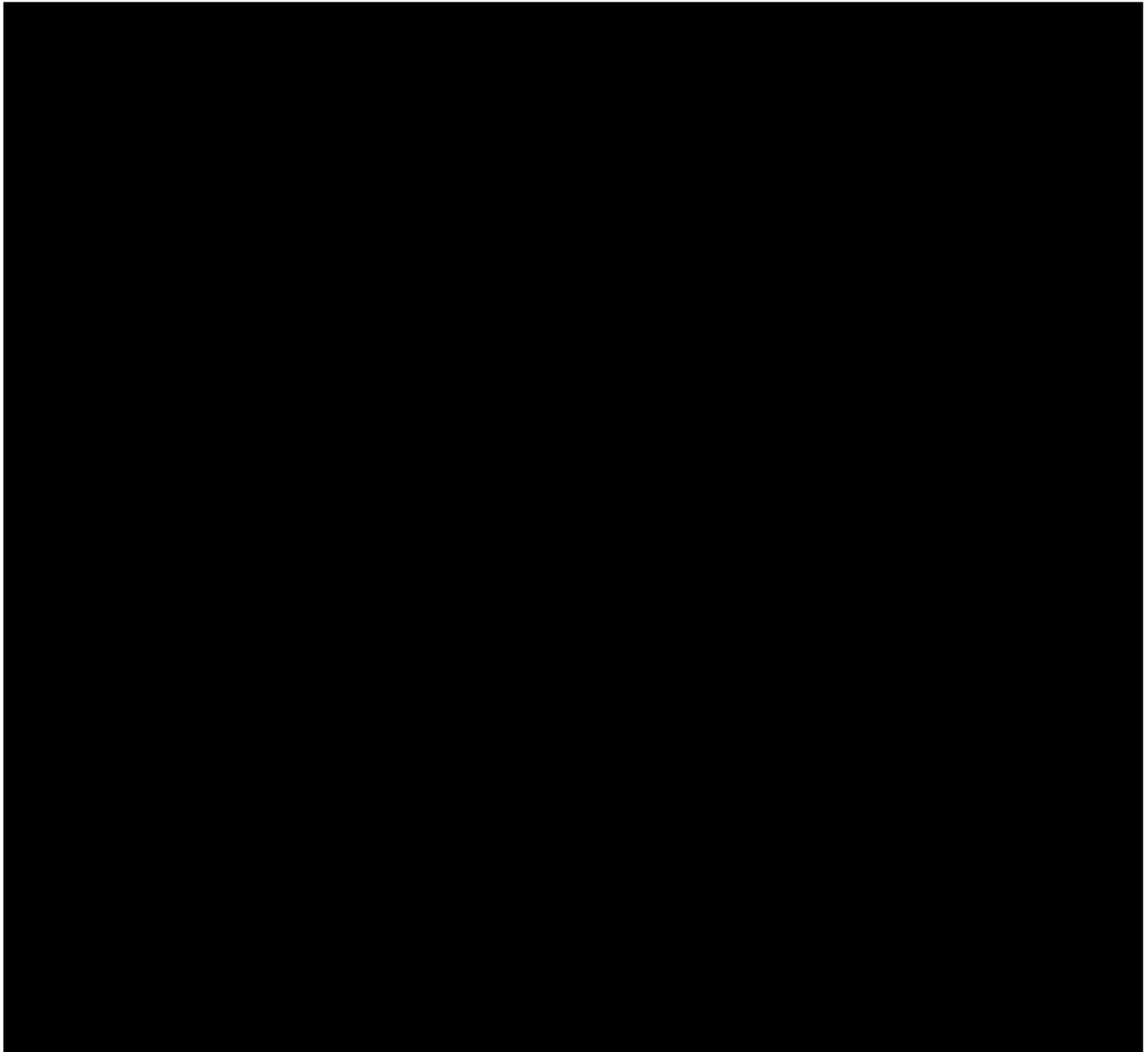
- a) Each Licence may be applied for use on one Device.
- b) Each Licence includes a break/fix Service as part of the Licence Charge.
- c) The Buyer can purchase additional Licences in blocks of 10. Additional Licenses purchased will be subject to a new Minimum Period.
- d) The Charges above shall be payable in advance for the applicable Minimum Period and shall be invoiced upon signature of this Call-Off Contract.
- e) A Licence will terminate at the end of the Minimum Period unless the Buyer opts to renew the Licence.
- f) Licence Charges are non-refundable.

## 2.6. Managed Logistics Services

The Device, Accessory and Service deployment Charges relating to the Managed Logistics Service are as set out below and shall apply from the Service Commencement Date.

In respect of the Managed Logistics Service, the Buyer must order a minimum number of Devices, Accessories, Deployment and In-Life Services as set out below (the "Minimum Initial Order"). Unless otherwise agreed by the Supplier, the Minimum Initial Order volume shall be placed by the Order Requirement Date.

### Table One – Phase 1 Order Commitments

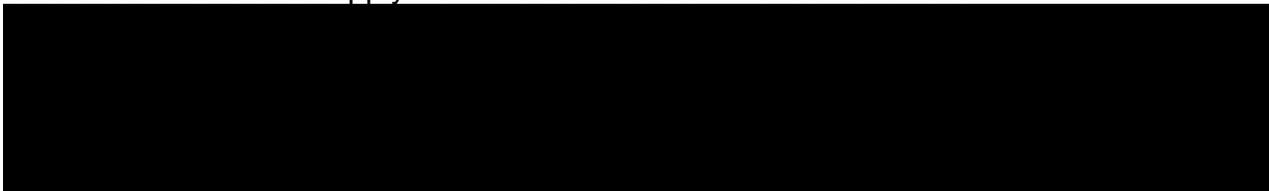


- a) The Charges for any Device and Accessory orders, other than the Minimum Initial Order, shall be in accordance with the Charges referred to in section 2.1.5 unless otherwise agreed in writing.
- b) The Charges for the Minimum Initial Order shall be invoiced to the Buyer within 30 days of the order being placed.

- c) For avoidance of doubt there is no minimum Device or Accessory quantity per order.

### 2.6.1. Deployment Service Charges (Phases 1 & 2)

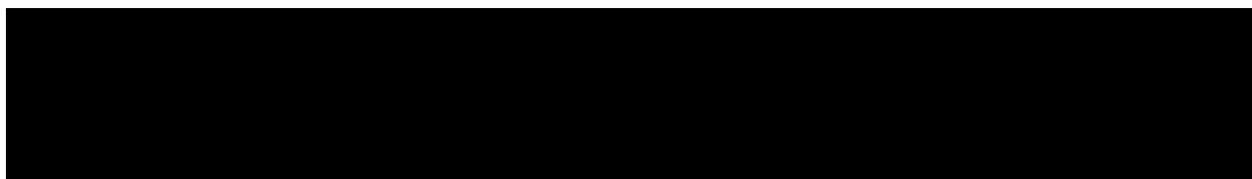
The Deployment Service Charges relating to the Managed Logistics Service are as set out below and shall apply from the Service Commencement Date:



- a) The Charges set out in the table above will be invoiced to the Buyer on a calendar month basis, in arrears.
- b) The Charges set out above are subject to the Gold Build and any changes to the Gold Build may result in a change in the Charges.
- c) The Supplier will use its reasonable endeavours to fulfil any other bespoke Buyer request for Deployment Services, for which pricing is not included in the table above. Pricing for such additional requests will be provided on application.
- d) The minimum number of Devices required to receive the Managed Logistics Service is 100, excluding Boot Stock.
- e) Boot Stock Devices shall contribute to the Minimum Holding. The maximum number of Devices which can be held in Boot Stock is 2,500.
- f) The Supplier will provide a quote on application for charges for Deployment Services on devices and equipment not procured through the Supplier, if so requested by the Buyer.

### 2.6.2. In-Life Support Charge (Phases 1 & 2)

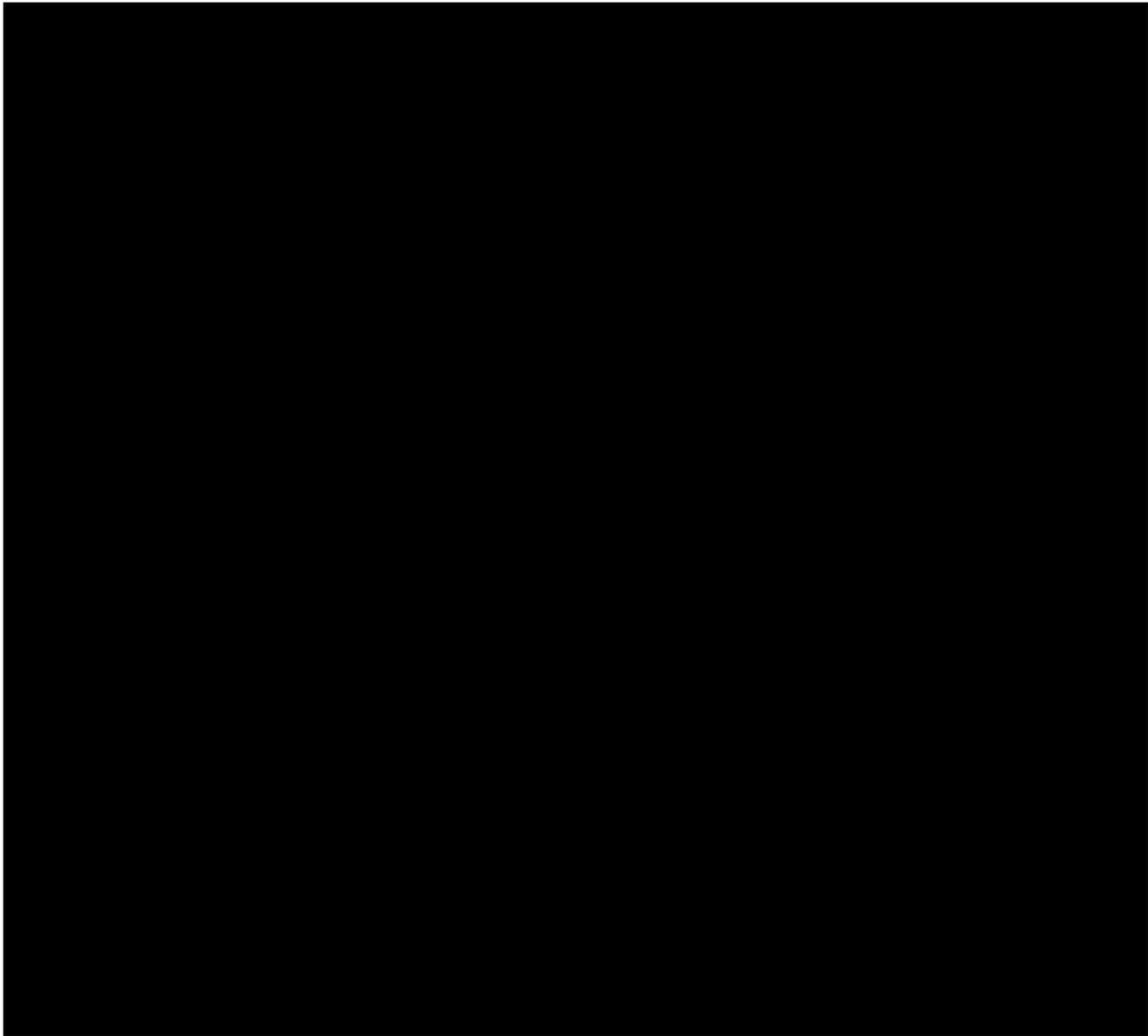
The following In-Life Support Charge shall apply throughout the Call-Off Contract Period:



## 2.7. Professional Services and Gurus

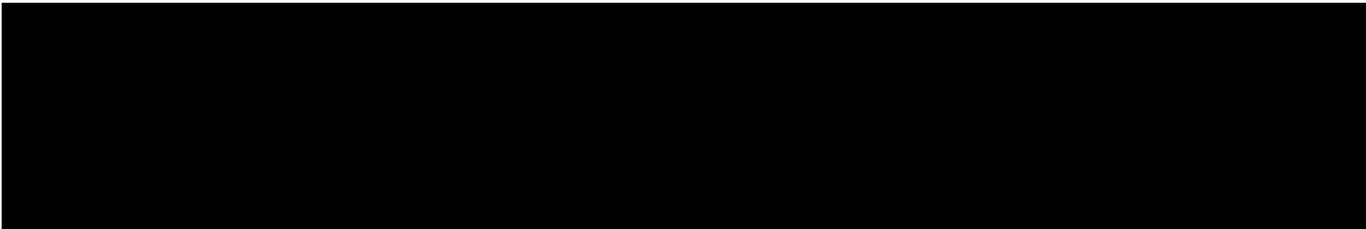
### 2.7.1. Professional Services

The Supplier will provide the Buyer with the following Professional Services:



**2.7.2. Gurus**

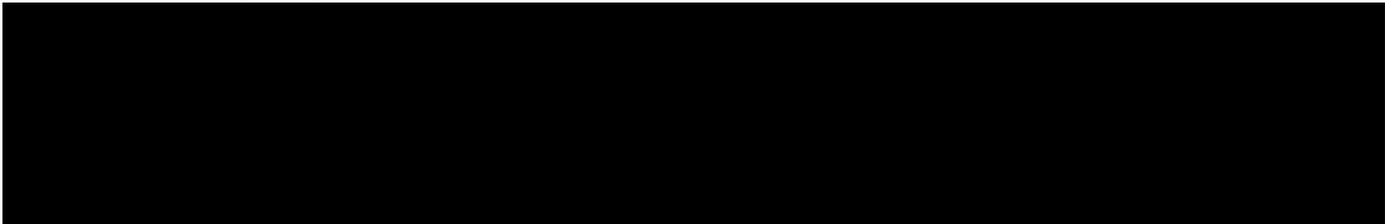
The Supplier will provide the Buyer with the following onsite and remote Guru Services:



- a) The Minimum Commitment may be used throughout the Call-Off Contract Period.
- b) Charges will be invoiced in advance. Days utilized will be drawn down against the invoiced value. The Supplier will provide monthly reporting on the number of days utilized. Any invoiced days not used will be returned at the end of the Call-Off Contract as Transformation Fund.

- c) Any additional Professional Services required by the Buyer will be subject to an additional Charge which will be advised at the time of request.
- d) Where Professional Services have been scheduled and the Buyer fails to cancel/amend the requirement with 24 hours' notice in advance of the planned delivery date, the Buyer shall be invoiced for the costs the Supplier has incurred.
- e) Where Guru support cannot be provided as standard and support must be provisioned from another supplier, Charges will be advised on application.

**Remote Guru / Service Desk**

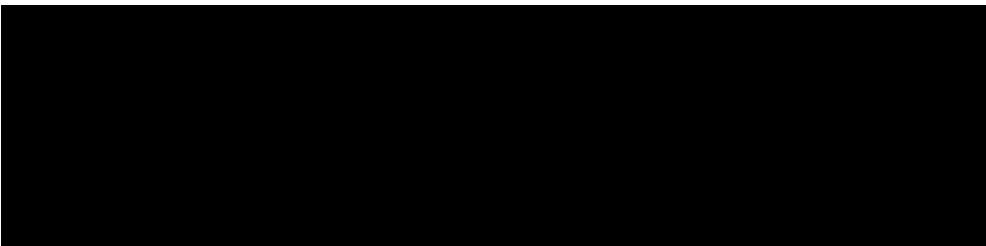


additional Charges.

- a) The Minimum Commitment may be used throughout the Call-Off Contract Period.
- b) Charges will be invoiced monthly in arrears.

**2.8. Managed Support Services – Phases 1 & 2**

The following are the Charges relating to Managed Support Services available to the Buyer from the Service Commencement Date:



Managed Support Services Charges shall be invoiced monthly in advance.

**2.9. Delivery Services**

Throughout the Call-Off Contract Period it is estimated the Buyer will require 1,000 same day deliveries. Same day delivery may be available if the order is placed by 10am but is subject to a number of factors (including location) and will be provided at the Supplier's discretion.

The estimated average Charge for same day delivery is [REDACTED]. The Supplier will invoice the Buyer the estimated Charges for 1,000 same day deliveries in advance [REDACTED] upon signature of this Call-Off Contract.

Actual same day delivery Charges incurred will be drawn down against the invoiced value. The Supplier will provide monthly reporting on the number of same day

deliveries utilized and associated Charges. Any unused, invoiced Charges returned at the end of the Call-Off Contract as Transformation Fund.

If the initial [REDACTED] allowance is utilized then additional Charges can be raised in agreement with the Buyer.

Where a delivery has been scheduled and the Buyer fails to cancel/amend the delivery with 24 hours' notice in advance of the planned delivery date, the Buyer shall be invoiced for the Charges the Supplier has incurred.

## **2.10. Storage**

Storage for Devices and Accessories will be charged at [REDACTED] per pallet per week and will be invoiced monthly in arrears. [REDACTED]

## **2.11. Network and WiFi Coverage Surveys**

Upon written request the Supplier shall provide a Network and Wifi Coverage Survey report which will provide information on Wifi\_33 and mobile network availability and speed at a particular vaccination site.

The Charge for a Network and Wifi Coverage Survey site visit and report during the Call-Off Contract Initial Period shall be [REDACTED] per visit.

Surveys will be provided at the Supplier's discretion and will require approximately one week's notice to organise.

## **2.12. Network Coverage**

The following is provided for guidance purposes only.

Upon request, and subject to acceptance of such request by the Supplier, the Supplier may provide temporary network enhancement coverage at identified vaccination sites based in England. The temporary enhancement solution may comprise standalone, portable small cell network enhancement to increase coverage and capacity at a particular location.

Provision and Charges for network enhancement will depend upon, but are not limited to, the following factors:

- Availability of power;
- Results of site surveys;
- Site infrastructure;
- The ability to link back to the Supplier network; and
- Landlord/land permissions or other restrictions.

The Supplier will provide 2 temporary network enhancement coverage vans for up to 2 weeks each free of charge. Additional temporary network enhancement solution Charges will be site and factor specific and will be advised to the Buyer at the time of quotation.

The Buyer's tariff selections must also be detailed in the Supplier's 'Buyer capture requirements (CR) form' (entitled *NSF2 Lot 6 CR Form-Customer Details*) which accompanies this Direct Award Order Form.

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

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

### **REIMBURSABLE EXPENSES**

Not recoverable

### **PAYMENT METHOD**

Direct Debit or electronic transfer

### **BUYER'S INVOICE ADDRESS:**

NHS England  
X24 Payables K005  
Phoenix House  
Topcliffe Lane  
Wakefield  
WF3 1WE

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

██████████  
**Director of Corporate IT and Smarter Working**

██████████  
**Wellington House,  
133-155 Waterloo Road,  
London,  
SE1 8UG**

### **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) will apply to every Contract.

**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.

Devices are owned by Buyer, managed and built according to Buyer's security requirements and Supplier is not responsible for protection of information and information systems from unauthorized access, use, disclosure, disruption, modification or destruction of data.

**BUYER'S SECURITY POLICY**

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

**INFORMATION SECURITY MANAGEMENT SYSTEM (ISMS)**

Not Applicable

**CLUSTERING**

Not Applicable

**SERVICE LEVELS AND SERVICE CREDITS**

Service Credits will not apply to this Call-Off Contract.

The required Service Maintenance Level is: *Call-Off Schedule 14 Part B as set out in Service Offer Reference No. RM3808-COVID19-Lot6-Telefonica O2-007.*

The Service Credit Cap is in accordance with Call-Off Schedule 14 (Service Levels) *Service Credits shall not apply to this Call-Off Contract.*

The Service Period is 24 Months.

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

[REDACTED]

Frameworks Team Manager

[REDACTED]

260 Bath Road, Slough, Berkshire, SL1 4DX

**SUPPLIER'S CONTRACT MANAGER**

[REDACTED]

**Client Manager**

[REDACTED]

260 Bath Road, Slough, Berkshire, SL1 4DX

**PROGRESS REPORT FREQUENCY**

On the first Working Day of each calendar month.

**PROGRESS MEETING FREQUENCY**

Quarterly on the first Working Day of each quarter

**OPERATIONAL BOARD**

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

**KEY STAFF**

Not Applicable

**KEY SUBCONTRACTOR(S)**

- Arvato SCM Ireland Limited
- Check Point Software Technologies (UK) Limited
- Asavie Technologies Limited
- VMware International Limited
- Brightstar 20:20 UK Limited
- ACom Solutions Limited

**COMMERCIALY SENSITIVE INFORMATION**

Not applicable

<b>For and on behalf of the Supplier:</b>		<b>For and on behalf of the Buyer:</b>	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

## Call-Off Schedule 7 (Key Supplier Staff)

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

## Annex 1- Key Roles



## **Affiliates**

The Buyer shall hold the prime contract with the Supplier. The following may be beneficiaries to the Call-Off Contract:

- Various NHS Trusts and GP Practices commissioned by the Buyer to deliver the National Covid-19 Vaccination Programme.

The Supplier will use reasonable endeavours to procure the ability for the Buyer to transfer Licences to the Affiliates. The Parties recognise that a number of factors may affect the ability to agree to such transfers, including, but not limited to, licensor terms and the support model for the Services. The Parties will work together in good faith to secure such transfers where reasonably practical.

## Supporting Deliverables

- The Supplier will provide sample CVs for the Professional Services roles of the Supplier's Project Manager resource. CVs will provide a summary of the relevant credentials and expertise suitable to that particular role. The Buyer's project team responsible for working with the Supplier's project team will approve or reject the appointment of Project Management resource based upon the CV provided and may require follow up in the form of an interview or introductory conversation.
- Invoices for Professional Services shall be accompanied by supporting documentation, including a timesheet in a format to be agreed with the Buyer.
- The Supplier will provide a Delivery Plan to support Purchase Orders based upon written requirements provided by the Buyer.

