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CALL-OFF FORM

Subject to contract

CALL-OFF FORM TO ENTER INTO A CALL-OFF CONTRACT UNDER THE PSN CONNECTIVITY FRAMEWORK AGREEMENT (reference RM860):

Dated 2015, Reference number **PR/53 /2014**

- (1) **THE CROWN PROSECUTION SERVICE** whose offices are at Rose Court, 2 Southwark Bridge Road, London, SE1 9HS (the “**Customer Authority**”); and
- (2) **LEVEL 3 COMMUNICATIONS UK LIMITED** (Company Number: 02495998) whose registered address is at 7th Floor, 10 Fleet Place, London, EC4M 7RB (the “**Contractor**”).

The Customer Authority re-opened competition under the Framework Agreement on 16 March 2015 and selected the Contractor to provide the Services on 5 June 2015.

1 DEFINITIONS AND INTERPRETATION

- 1.1 Unless otherwise stated, defined terms used in this Call-Off Form have the meanings given in Schedule 1 (Definitions) of the Call-Off Terms incorporated through Paragraph 2.1 below.
- 1.2 The Initial Term shall be three (3) years from the first Operational Services Commencement Date.
- 1.3 The Framework Authority wishes to avoid the situation where through completion of this Call-Off Form by the Customer Authority and the Contractor, a Call-Off Contract creates a conflict with the Framework Agreement. Therefore, if there is a conflict between a Call-Off Contract and the Framework Agreement, the Framework Agreement shall prevail to the extent of such conflict and the Customer Authority and the Contractor shall comply with the instructions of the Framework Authority (acting

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reasonably and in consultation with the Customer Authority and the Contractor) on how such conflict shall be resolved.

2 TERMS OF CONTRACT

- 2.1 This Call-Off Form and its appendices, together with the Call-Off Terms (including the Schedules to the Call-Off Terms) shall constitute a Call-Off Contract and will only take effect upon completion of Appendix 1, Schedule 8 of the Call-Off Terms.
- 2.2 The Call-Off Terms are enhanced by and subject to the contents of this Call-Off Form and any of its appendices.
- 2.3 The Services are to be provided for the benefit of the Customer Authority.

3 CALL-OFF COOPERATION AGREEMENT

- 3.1 At the Effective Date the Customer Authority does not require the Contractor to enter into a Call-Off Cooperation Agreement.
- 3.2 At any time during the Term the Parties may via the Change Control Procedure agree to put in place a Call-Off Cooperation Agreement; such Call-Off Cooperation Agreement shall be substantially in the form set out in Schedule 6.7 (Call-Off Cooperation Agreement) of the Call-Off Terms.

4 CODE OF CONNECTION AND PSN COMPLIANCE CERTIFICATE

- 4.1 As required under Clause 7.1 of the Framework Agreement, the Framework Authority approved the Customer Authority's connection to the Services by issuing a PSN Compliance Certificate dated 11th December 2014.
- 4.2 As required under the Code of Connection which the Customer Authority entered into on 11th December 2014 and without prejudice to the Contractor's obligation under Clause 38.7.4 of the Call-Off Terms, the Contractor shall perform the obligations to support the Customer Authority with its compliance with the Code of Connection as set out in the Customer Authority's document titled "PSN Code of Connection

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Authority and Contractor Obligations” Version 0.1 dated 22 January 2015 or such other version as the Customer Authority may notify to the Contractor from time to time in writing.

5 GUARANTEE

5.1 A Guarantee is not required.

6 NOT USED

FINAL

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SIGNED by or on behalf of the Parties on the date set out above:

For and on behalf of the Customer Authority:

Name and Title	
Signature	
Date	

For and on behalf of the Contractor:

Name and Title	
Signature	
Date	