CONTRACT FOR THE PROVISION OF PSN SERVICES - PR/52/2014

OFFICIAL PSN SERVICES

APPENDIX 2

INFORMATION REQUIRED FOR CALL-OFF TERMS

1 REPRESENTATIVES AND KEY PERSONNEL

1.1 For the purposes of Clause 20.1 of the Call-Off Terms, the Customer Authority Representative shall be:

Name and title	Responsibilities/Authorities
	 As set out in Clauses 7.3 and 32.2.12 of the Call-Off Terms; As set out in Schedules 2.1 (Service Levels,
The CPS claims an exemption from publishing this information under Section 40 of the FOI Act 2000	Related Remedies and Performance Monitoring), 2.2 (Security Requirements and Plan), 4.2 (Testing Procedures) and Schedule 6.5 (Business Continuity and Disaster Recovery Provisions) of the Call-Off Terms;
	 As set out in Schedule 6 (Standards) of the Framework Agreement.

1.2 For the purposes of Clause 20.1 of the Call-Off Terms, the Contractor Representative shall be:

Name and title	Responsibilities/Authorities	Key Role
		Minimum Period
The CPS claims an exemption	As set out in Schedule 2.1	
from publishing this	(Service Levels, Related	

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information under Section 40	Remedies and	
of the FOI Act 2000	Performance Monitoring)	
	of the Call-Off Terms;	

1.3 In accordance with Clause 26.5 of the Call-Off Terms, the Parties have agreed the appointment of the following Key Personnel:

Name	Role	Responsibilities /Authorities	Key Role Minimum Period
The CPS claims an exemption from	Account Manager	7	For the Term
publishing this information	Service Director		For the Term
under Section 40 of the FOI Act	Transition Manager		For the Transition Period
2000	Chief Technical Officer		For the Term
	Service Delivery Manager		For the Term

2 OTHER CUSTOMER AUTHORITY PERSONNEL

Name	Role	Responsibilities/Authorities
The CPS claims an exemption from publishing this	Customer Authority Service Delivery Manager	Level 1 escalation in relation to Disputes (see Schedule 6.3 (Dispute Resolution Procedure) of the Call-Off Terms)
information under Section 40 of the FOI Act 2000	Customer Authority PSN Services Contract Manager	Contract management of the PSN Services
	Customer Authority's Change Manager	Approval of Operational Changes and receipt of Change Communications in accordance with Schedule 6.2 (Change Control Procedure)

Customer Authority's	 Contract management of the transition from the provision of the Services from an
Transition Manager	Outgoing Service Provider to the Contractor in accordance with Schedule 4.1 (Implementation Plan)

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3 <u>APPROVED SUB-CONTRACTORS</u>

3.1 In accordance with Clause 22.2 of the Call-Off Terms, if the Customer Authority or the Contractor wish to remove any of the sub-contractors set out in Schedule 8 (Key Personnel and Approved Material Sub-contractors) of the Framework Agreement and/or add any more Material Sub-contractors in relation to this Call-Off Contract, they must obtain the prior written approval of the Framework Authority. In accordance with Clause 22.6 of the Call-Off Terms and subject to Clause 22.2 of the Call-Off Terms, the Contractor may sub-contract its obligations to the following Sub-contractors:

Sub-contractor Name,	Related	Role in delivery of the
Address (including	Product/Service	Services
registered office) and	Description	
Registered Number		
Phoenix IT Services Limited (Phoenix)	LAN Management and Services	Providing managed service, equipment,
Lakeside House,		installation,
9 The Lakes, Bedford Road Northampton.		maintenance and ancillary services
NN4 7HD		and har y services
Registered No: 1466217		
Telefonica UK Limited 260 Bath Road, Slough, Backshine	Provision of mobile and broadband services	Providing managed service, equipment, installation,
Berkshire SL1 4DX		maintenance and ancillary services
Registered in England and Wales: 1743099.		
Damovo UK Limited Daisy House Lindred Road Business	Solidus	Providing support and break/fix maintenance to
Park Nelson		Solidus platform

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BB9 5SR		
Registered No: 04166889		
Cavendish Network	Data cabling,	Providing managed
Service Limited	configuration and	service, equipment,
Riverside House 87 A Paines Lane	moves	installation, maintenance and
Pinner		ancillary services
Middlesex		
HA5 3BX		
Registered No: 07486013		
Teffont Business	Fax Machines	Providing managed
Systems Limited 9 Flacon's Gate		service, equipment, installation,
Dean Road		maintenance and
Yate		ancillary services
Bristol		
BS37 5NH		
Registered No: 01389527		

4 <u>COMMERCIALLY SENSITIVE INFORMATION</u>

- 4.1 Without prejudice to the Customer Authority's general obligation of confidentiality, the parties acknowledge that the Customer Authority may have to disclose Information in or relating to this Call-Off Contract following a Request for Information.
- 4.2 Without prejudice to the Customer Authority's obligation (unless it is a private authority) to disclose Information in accordance with FOIA, the Customer Authority will consider in good faith whether it is appropriate to apply the commercial interests exemption set out in s.43 of FOIA to the following Information:

Items	Duration c Confidentiality	of
The breakdown of pricing information to give input costs, capital and operating costs, overheads, revenue, margins and profits (including anticipated profits) relating to the Contractor and its sub- contractors and suppliers provided by the Contractor as part of its response(s) to the mini-competition undertaken to award this Call-Off Contract, and whether or not included in this Call-Off Contract.	7 years from the expiration or earlier termination (howsoever occasioned) of the Call-Off Contract.	
How any payments due to the Contractor on the	7 years from the	

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termination of the whole or any part of services delivered or to be delivered under and pursuant to this Call-Off Contract are, or will be, calculated, and on an on-going basis, whether included by the Contractor in its response to the mini-competition undertaken to award this Call-Off Contract or included in the Call-Off Contract	expiration or earlier termination (howsoever occasioned) of the Call-Off Contract.			
However, this excludes the actual amounts of such payments.				
Any financial data and information relating to the Contractor's business as a whole, or relating to the financial standing of the Contractor (including, without limitation, any The Contractor financial data and information relating to UK Government provisions or requirements for dealing with a contractor's financial distress) provided by the Contractor as part of its response(s) to the mini-competition undertaken to award this Call-Off Contract, and whether or not included in this Call-Off Contract.	7 years from the expiration or earlier termination (howsoever occasioned) of the Call-Off Contract.			
The cover and amounts of the Contractor's insurances, but excluding confirmation that the levels of insurance are equal to or in excess of the levels required in the Call-Off Contract.	7 years from the expiration or earlier termination (howsoever occasioned) of the Call-Off Contract.			
How payment for any Service Credits to be delivered under the Call-Off Contract will be financially calculated, 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 Authority, whether set out as part of the Contractor's response to the mini-competition or set out in the Call-Off Contract.	7 years from the expiration or earlier termination (howsoever occasioned) of the Call-Off Contract.			
Technical details of the Contractor's network (including, without limitation the architecture, infrastructure, topology, network diagrams, detailed network coverage, route maps, the Contractor's Points of Presence and/or street furniture / chambers, etc. of such network) provided by the Contractor as part of its response(s) to the mini-competition undertaken to award this Call-Off Contract, and whether or not included in this Call-Off Contract, but excluding any documents explicitly set out in the Call-Off Contract as being deliverables to the Customer Authority or (subject to the aforementioned) high level technical documents required by the Customer Authority to engage with third parties.	7 years from the expiration or earlier termination (howsoever occasioned) of the Call-Off Contract.			

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Design documents and any notes or minutes of technical design meetings held in relation to the aforementioned, and on an on-going basis, provided by the Contractor as part of its response(s) to the mini-competition undertaken to award this Call-Off Contract, and whether or not included in this Call-Off Contract, but excluding any documents explicitly set out in the Call-Off Contract as being deliverables to the Customer Authority.	7 years from the expiration or earlier termination (howsoever occasioned) of the Call-Off Contract.
The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000	7 years from the expiration or earlier termination (howsoever occasioned) of the Call-Off Contract.
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5 <u>LIMITATIONS ON LIABILITY</u>

NOT USED

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6 <u>STEP-IN</u>

NOT USED

7 INDIRECT CUSTOMERS

NOT USED

8 CUSTOMER AUTHORITY AGENT(S)

8.1 In accordance with Clause 1.7 of the Call-Off Terms, the following agent or agents of the Customer Authority (including, if applicable, a service/system integrator) have been appointed to act in pursuance of any of the Customer Authority's rights or to perform any of the Customer Authority's obligations or functions under this Call-Off Contract:

Agency Manager (as defined in Schedule 1 (Definitions)).

8.2 The Contractor shall comply with its obligations in Category 3 (Agency Management Requirements) of Part A of Appendix 3 (Service Requirements and Contractor Service Descriptions) and any obligations relating to Agency Management in the Cooperation Agreement.

9 <u>NOTICES</u>

In accordance with Clause 59.1 of the Call-Off Terms, the following addresses and other details for service of notices shall apply:

Customer Authority: **Robert Gregory, Head of Procurement,** Procurement & Commercial Services, Crown Prosecution Service, 6th Floor, Rose Court, London SE1 9SH, DX 154263 Southwark 12

Contractor: **Nicholas Spence, General Counsel EMEA,** Level 3 Communications UK Limited, 10 Fleet Place, London, EC4M 7RB.

10 PROTECTION OF PERSONAL DATA

NOT USED