

**FRAMEWORK AGREEMENT**

**SCHEDULE 14**

**CALL-OFF FORM**

## CALL-OFF FORM

### CALL-OFF FORM TO ENTER INTO A CALL-OFF CONTRACT UNDER THE PSN SERVICES FRAMEWORK AGREEMENT (reference RM1498 Lot 1):

Dated \_\_\_\_\_, Reference number 116-019

- (1) The **Department for Communities and Local Government** whose principal place of business is at Fry Building, 2 Marsham Street, London SW1P 4DF (the “**Customer Authority**”); and
- (2) **Daisy Communications Limited** (Company Number: 04145329) whose registered address is at Daisy House, Lindred Road Business Park, Nelson, Lancashire BB9 5SR (the “**Contractor**”).

The Customer Authority re-opened competition under the Framework Agreement on 27 July 2015 and selected the Contractor to provide the Services on 28 October 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 comprise the period from the Effective Date to effect transition, as detailed within the Implementation Plan and an additional three (3) year period from the Operational Service Commencement Date. In addition, the Initial Term may be extended by two additional periods of one (1) year, up to a maximum of two (2) years at the request of the Customer, all terms and conditions of this Call-Off Contract shall remain unchanged
- 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 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.

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:

2.3.1 the Customer Authority; and

2.3.2 the Indirect Customers set out in Appendix 1 to this Call-Off Form.

## **3 CALL-OFF COOPERATION AGREEMENT**

3.1 In accordance with Clause 7.4.2.2 of the Framework Agreement, the Customer Authority requires the Contractor to enter into a Call-Off Cooperation Agreement, to be substantially in the form set out in Schedule 6.7 (Call-Off Cooperation Agreement) of the Call-Off Terms.

3.2 The Call Off Co-operation Agreement shall be agreed between all parties to it and entered into as soon as reasonably possible after the Effective Date

## **4 CODE OF CONNECTION AND PSN COMPLIANCE CERTIFICATE (APPLICABLE TO ANY PSN SERVICES) – CLAUSE NOT APPLICABLE**

4.1 Not Applicable

## **5 GUARANTEE**

5.1 In accordance with Clause 50 of the Call-Off Terms, the Customer Authority **does not** require the Contractor to enter into a Guarantee substantially in the form set out in Schedule 12 (Guarantee) of the Framework Agreement.

**APPENDIX 1**

**INDIRECT CUSTOMERS**

**REDACTED**

## 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	Responsibilities/Authorities
<b>DCLG Service Delivery Manager</b> <b>REDACTED</b>	<ul style="list-style-type: none"> <li>• As set out in Clauses 7.3 and 32.2.12 of the Call-Off Terms;</li> <li>• As set out in Schedules 2.1 (Service Levels, 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;</li> <li>• As set out in Schedule 6 (Standards) of the Framework Agreement;</li> </ul>

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

Name	Responsibilities/Authorities	Key Role Minimum Period
<b>REDACTED (PSN Director)</b>	<ul style="list-style-type: none"> <li>• As set out in Schedule 2.1 (Service Levels, Related Remedies and Performance Monitoring) of the Call-Off Terms;</li> </ul>	Not Applicable

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
<b>REDACTED</b>	Project Manager	<ul style="list-style-type: none"> <li>• Management of the Project to bring new service into live function</li> <li>• Information provision and escalation route for all project related activities</li> </ul>	Duration of the Transition Project
<b>REDACTED</b>	Service Manager	<ul style="list-style-type: none"> <li>• Service Management of all live services (present and future)</li> <li>• Information provision and escalation route for all service related activities</li> <li>• Ownership and responsibility for Service Improvement Plan (SIP)</li> </ul>	12 months

**2 OTHER CUSTOMER AUTHORITY PERSONNEL**

Name	Role	Responsibilities/Authorities
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<b>REDACTED</b>	Service Manager	<ul style="list-style-type: none"> <li>Level 1 escalation in relation to Disputes (see Schedule 6.3 (Dispute Resolution Procedure) of the Call-Off Terms)</li> </ul>
<b>REDACTED</b>	Customer Authority PSN Services Contract Manager	<ul style="list-style-type: none"> <li>In relation to Services procured under Lots 6 and 7 of the PSN Services OJEU only - Approval of changes to the Contractor's Call Off Service Catalogue in accordance with Clause 24.2 of the Call-Off Terms</li> </ul>
<b>REDACTED</b>	Customer Authority's Change Manager	<ul style="list-style-type: none"> <li>Approval of Operational Changes and receipt of Change Communications in accordance with Schedule 6.2 (Change Control Procedure)</li> </ul>

### 3 APPROVED SUB-CONTRACTORS

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:

**NONE**

### 4 COMMERCIALY SENSITIVE INFORMATION

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 of Confidentiality
Appendix 17 to the Call Off Terms (Annex Two: Statement of Works)  Appendix 4 Service Levels  Appendix 10 Charging and Invoices (including the Pricing Matrix contained therein)	6 years

## 5 LIMITATIONS ON LIABILITY

5.1 As set out in the standard Framework Agreement Call-Off Terms.

## 6 STEP-IN

The percentage referred to in Clause 49.1.5 of the Call-Off Terms for shall be **fifteen percent (15%)** of the Charges payable over that period for such Service.

## 7 INDIRECT CUSTOMERS

N/A.

## 8 CUSTOMER AUTHORITY AGENT(S)

N/A.

## 9 NOTICES

In accordance with Clause 59.4 of the Call-Off Terms, the following addresses and other details for service of notices shall apply:

Customer Authority: **DCLG Service Delivery Manager, DCLG ICT Operations, Fry Building, 2 Marsham St, London, SW1P 4DF**

Contractor: **REDACTED, Company Secretary, Daisy House, Lindred Road Business Park, Nelson, Lancashire. BB9 5SR**

## **10 PROTECTION OF PERSONAL DATA**

In accordance with Clause 32.2.14 of the Call-Off Terms, the Contractor will only Process Customer Authority Personal Data in the following territories:

Process Customer Authority Personal Data within **EU only**.

## **APPENDIX 3**

### **SERVICE REQUIREMENTS AND CONTRACTOR SERVICE DESCRIPTIONS**

#### **PART A: SERVICE REQUIREMENTS**

Details of the Service Requirements are set out at Appendix 17, Annex One.

#### **PART B: CONTRACTOR SERVICE DESCRIPTIONS**

Details of the Contractor Service Description are set out in Appendix 17, Annexes One (Customer Service Requirements incorporating Contractor Response and Two (Contractor Statement of Works).

## **APPENDIX 4**

### **SERVICE LEVELS AND RELATED REMEDIES**

**REDACTED**

## APPENDIX 5

### ADDITIONAL STANDARDS

In addition to the Standards set out in Schedule 6 (Standards) of the Framework Agreement, the Contractor shall also comply with the following further Standards:

- PRINCE2;
- ITIL;
- BS2599 (or equivalent) certified;
- ISO14001 (or equivalent) certified;
- WEEE and RoHS regulations;
- Applicable Ofcom standards (e.g. emergency calls, 03xx number range);
- Information Security Standard 1 (parts 1&2) - Technical Risk assessment;
- Information Security Standard 2 - Risk Management & Accreditation of Information Systems;
- Information Security Standard 4 (parts 1-3) - Communications Security & Cryptography;
- CESG Information Assurance Memorandum no. 26 (Passwords for Identification and Authentication);
- Equalities Act 2010;
- CLG PC security standards; and
- ITU-T P.564 (or equivalent) and other applicable VoIP standards and protocols.
- HMG Greening Government ICT

## **APPENDIX 6**

### **SECURITY PLAN**

Security Plan will be defined fully as part of project implementation plan post Pen testing and consultation with DCLG and its security accreditors. The Security Plan will be produced no later than eight (8) weeks prior to the Operational Service Commencement Date.

## APPENDIX 7

### CUSTOMER AUTHORITY EQUIPMENT AND EXCLUSIVE EQUIPMENT

#### 1 CUSTOMER AUTHORITY EQUIPMENT

In accordance with Clause 14.4 of the Call-Off Terms, the Contractor shall take ownership of the following Customer Authority Equipment:

Customer Authority Equipment	Ownership to transfer to Contractor (Yes/No)	Price (£)
Not Applicable – ownership of current equipment to be retained by Customer – see 2 below	No	

#### 2 EXCLUSIVE EQUIPMENT

The following Equipment shall be Exclusive Equipment for the purposes of this Call-Off Contract:

Customer Authority Equipment	Contractor Equipment
Supplier to see Assets and licensing information in the Baseline Information Pack.	NONE

#### 3 ENCUMBRANCES

- 3.1 In accordance with Clause 14.8 of the Call-Off Terms and subject to Paragraph 3.2 below, the following Equipment is subject to encumbrances (such encumbrances being discharged upon payment by the Customer Authority of the amounts set out in below):

<b>Equipment (excluding Customer Authority Equipment)</b>	<b>Encumbrance/Encumbrancer</b>	<b>Discharge prices (£) and applicable time periods (as per paragraphs 9.3 and 9.4 of Schedule 6.4 (Exit Management) of the Call-Off Terms)</b>
None		

3.2 There shall be no encumbrances of Exclusive Assets except where agreed by the Parties and set out in the table in Paragraph 3.1 above.

## APPENDIX 8

### OUTLINE IMPLEMENTATION PLAN

In accordance with Paragraph 2 of Schedule 4.1 (Implementation Plan) of the Call-Off Terms, the following Outline Implementation Plan is agreed by the Parties and should include the following; a **Service Migration (SM) milestone and ATP Milestone** along with any other Milestones required to deliver the Operational Services.(to the extent such are required by the Customer Authority):

The Draft Implementation Plan is included in Appendix 17, Annex 3. Contractor will produce a revised version following the discovery day with Customer Authority third party suppliers. The Contractor shall use its reasonable endeavours to produce the revised Implementation Plan within ten (10) working days of that meeting.

## APPENDIX 9

### TESTING PROCEDURES

#### 1 TEST SUCCESS CRITERIA

In accordance with Paragraph 6.1 of Schedule 4.2 (Testing Procedures) of the Call-Off Terms, the following Test Success Criteria shall apply:

The applicable Test Success Criteria shall be as detailed in Annex 17, Appendix One – Service Requirements.

#### Milestone Acceptance Criteria

#### The following Milestone Acceptance Criteria will apply:-

##### Milestone 1 - Project Initiation Order

- Discovery Day takes place with third party suppliers.
- HLD and LLD drafted and agreed.
- Implementation plan updated to reflect any changes that become apparent in the discovery day.

##### Milestone 2 – Commencement of System Build

- Confirmation of licence purchases

##### Milestone 3 – Site/System Testing Sign Off

- Daisy resolve testing defects as stipulated in the contract prior to moving into the pilot phase.
- Where defects are identified in testing, the test period may, where necessary, be extended to take account of the length of time taken to resolve the defect.
- DCLG to decide whether to proceed to the pilot stage with some minor defects outstanding.
- Site/System testing signed off by DCLG.
- “Authority to operate” issued by Accreditor or accreditation waiver agreed.

##### Milestone 4 – Pilot Phase/Sign Off

- Daisy resolve any defects identified in the pilot phase to the satisfaction of DCLG.
- Where defects are identified in the pilot, the pilot period will be extended to take account of the length of time taken to resolve the defect.
- Pilot phase signed off by DCLG and approval given to proceed to the migration phase.
- Daisy BAU support processes, user guidance and customer service portal signed off.

- **REDACTED**
- User Welcome pack creation and issue process tested and signed off.
- **REDACTED**

Milestone 5 – Service Migration Complete

- Daisy complete migration to the new service and DCLG accept that it has been completed to their satisfaction.
- Daisy to resolve any issues within their remit that DCLG identify upon migration.
- Daisy to track any issues that are identified and provide regular updates to DCLG until the issues are resolved.

(Milestone 6) - ATP Milestone

- One month after successful migration to the new system (completion of milestone five (5))
- If any of the service credits generated from the five (5) Key SLAs listed (SLA 1,2,6,7 and 8):
  1. Availability of Data Centre service
  2. Voice service availability
  6. Voicemail / Audio Conferencing/ Softphone availability
  7. **REDACTED**
  8. Video conferencing (fixed and mobile)

**REDACTED**

- First month of service reports produced.

For the purposes of Test Defect Criteria not listed in the Service Requirements Annex 17, Appendix One then the following provision will apply:-

Test Defect Criteria

Note that this includes defects from Contractor and other Customer Authority suppliers relevant to the Project and the Services (such as **REDACTED**).

At the Customer Authority's discretion any stage of the Project can move into the next phase despite having more than the specified number of defects.

## APPENDIX 10

### CHARGING AND INVOICING

#### 1 MILESTONE PAYMENTS

In accordance with Paragraph 2.1 of Part A of Schedule 5.1 (Charges and Invoicing) of the Call-Off Terms, the following Milestone Payments shall apply:

Milestone Number	Milestone Description	Amount of Charge (£)
M1	Project Initiation (Order)	REDACTED
M2	Commencement of System Build	REDACTED
M3	Site/System Testing Sign-Off	REDACTED
M4	Pilot Phase Sign Off	REDACTED
M5	Service Migration Complete	REDACTED
M6	Final Milestone Retention payable on completion of project	REDACTED

REDACTED  
REDACTED  
REDACTED

#### 2 SERVICE CHARGES

In accordance with Paragraph 3.1 of Part A of Schedule 5.1 (Charges and Invoicing) of the Call-Off Terms, the following Service Charges shall apply:

REDACTED

**3 EXPENSES**

N/A.

**4 DELAY PAYMENTS**

**REDACTED**

**5 BASE CASE FINANCIAL MODEL**

N/A

**6 SUPPORTING DOCUMENTATION**

In accordance with Paragraph 2.6 of Part B of Schedule 5.1 (Charges and Invoicing) of the Call-Off Terms, the address to which all invoices and Supporting Documentation shall be sent is as follows:

**REDACTED**

Invoices must include the Customer's cost centre code and purchase order number.

## APPENDIX 11

### BENCHMARKING

#### 1. APPOINTMENT OF BENCHMARKER

In accordance with Paragraph 4.1 of Schedule 5.3 (Benchmarking) of the Call-Off Terms, the following organisations may be appointed to carry out a Benchmark Review:

Clause 1 is not applicable and it has been agreed no Benchmarking will be undertaken under this Call-Off Contract.

#### 2. GOOD VALUE

For the purposes of Schedule 1 (Definitions) of the Call-Off Terms, Good Value shall:

4.1.1 mean the Average Price ; and

4.1.2 be based on the median service levels.

## APPENDIX 12

### GOVERNANCE

In accordance with Paragraph 3.1 of Schedule 6.1 (Governance) of the Call-Off Terms, the following Board structures and representations shall apply:

Three boards will be required:

- Initially a project board (until service is live). Thereafter;
- A monthly service board; and
- A Quarterly (strategic) Service Review board.

Ad-hoc commercial change meetings may also be required.

All meetings will take place in Central London (date and times to be determined).

#### Project Board

Customer Authority Board Members (together with responsibilities)	DCLG Service Delivery Manger
Contractor Board Members (together with responsibilities)	Daisy Project Manager
	Daisy Account Manager
Other Parties	As required by Project ( <b>REDACTED</b> representative as an example)

#### Services Board

Customer Authority Board Members (together with responsibilities)	Chairperson  DCLG Service Delivery Manager
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Contractor Board Members (together with responsibilities)	DCLG Service Manager
Date, time and location of the first Services Board meeting	Within 10 Working Days of Operational Service Commencement Date.
Frequency of subsequent Services Board meetings	Monthly
Date, time and location of subsequent Services Board meetings	To be agreed at the previous Services Board meeting. Location is Central London.
Contractor Service Reports	Within 5 Working Days of the Services Board Meeting

#### **Quarterly (strategic) Service Review board**

Customer Authority Board Members (together with responsibilities)	Chairperson DCLG Service Delivery Manager
Contractor Board Members (together with responsibilities)	DCLG Account Manager DCLG Service Manager Any other parties as applicable in relation to strategic needs of DCLG
Start Date for Contractor Board meetings	Within 8 weeks of the Operational Service Commencement Date.
Frequency of Board meetings	Quarterly
Location of Board meetings	Central London
Contractor Service Reports	Within 5 Working Days of the Services Board meetings

## **APPENDIX 13**

### **BCDR PLAN**

Contractor will produce the BCDR Plan in conjunction with the Customer Authority no later than 4 weeks prior to the Operational Service Commencement Date.

## **APPENDIX 14**

### **SUSTAINABILTY PLAN**

Contractor will produce a Sustainability Plan no later than 4 weeks prior to the Operational Service Commencement Date.

## **APPENDIX 15**

### **TUPE AND PENSIONS**

In accordance with Paragraph 2.1 of Schedule 7.1 (Staff Transfer), the following Parts apply:

#### **TRANSFERRING CUSTOMER AUTHORITY EMPLOYEES**

Not Applicable.

#### **TRANSFERRING OUTGOING SERVICE PROVIDER EMPLOYEES**

Not Applicable.

The existing contractor and 'new' contractor are the same economic operator.

**APPENDIX 16**

**SPECIAL TERMS**

**NOT APPLICABLE UNLESS REQUIRED PRIOR TO EXECUTION OF CONTRACT**

## **APPENDIX 17**

**ANNEX ONE-Service Requirements incorporating Contractor response**

**ANNEX TWO-Statement of Works**

**ANNEX THREE-Draft Implementation Plan**

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

For and on behalf of the Customer Authority:

Name	
Title/Position	
Signature	
Date	

For and on behalf of the Contractor:

Name	
Title/Position	
Signature	
Date	