

Contractor Reference BTPSNC00062

SCHEDULE 18

CALL-OFF FORM

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

Dated 11th day of February 2015, reference number L0689.

- (1) **The UK Debt Management Office whose principal place of business is at Eastcheap Court, 11 Philpot Lane, London, EC3M 8UD (the “Customer Authority”); and**
- (2) **BRITISH TELECOMMUNICATIONS PLC (Company Number: 1800000) whose registered address is at 81 NEWGATE STREET, LONDON, EC1A 7AJ (the “Contractor”).**

The Customer Authority re-opened competition under the Framework Agreement on 12 December 2014 and selected the Contractor to provide the Services on 11 February 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 5 years and the Commencement Date shall be 12 February 2015.
- 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

In accordance with Clause 7.2.2.2 of the Framework Agreement, the Customer Authority **does not** require the Contractor to enter into a Call-Off Cooperation Agreement.

4 CODE OF CONNECTION AND PSN COMPLIANCE CERTIFICATE

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 15 (Guarantee) of the Framework Agreement.

6 GOVERNING LAW AND JURISDICTION

6.1 English Law applies

APPENDIX 1

INDIRECT CUSTOMERS

Not applicable.

APPENDIX 2

INFORMATION REQUIRED FOR CALL-OFF TERMS

UK Debt Management Office

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:

REDACTED

Tel: **REDACTED**

E-mail: **REDACTED**

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

Name	Role	Responsibilities/Authorities
REDACTED	Service Manager	Level 1 escalation in relation to Disputes (see Schedule 6.3 (Dispute Resolution Procedure)) 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:

Not applicable.

2 OTHER CUSTOMER AUTHORITY PERSONNEL

Name	Role	Responsibilities/Authorities
REDACTED	Service Manager	Level 1 escalation in relation to Disputes (see Schedule 6.3 (Dispute Resolution Procedure)) of the Call Off Terms

REDACTED	Customer Authority's Change Manager	Approval of Operational Changes and receipt of Change Communications in accordance with Schedule 6.2 (Change Control Procedure) of the Call Off Terms
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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 11 (Key Personnel and Approved Sub-contractors) of the Framework Agreement and/or add any more 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:

Approved Sub-contractor Name, Address (including registered office) and Registered Number	Related Product/Service Description	Role in delivery of the Services
Not applicable		

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

Technical Solution	10 years after the end of the agreement
Financial Information	10 years after the end of the agreement

5 SERVICE LEVELS, PERFORMANCE MONITORING AND WARNING NOTICES

Any Service Credits provided as a remedy for Service Failures in respect of the relevant Contractor System, Service and/or Service Element shall be the Customer Authority's exclusive financial remedy.

6 LIMITATIONS ON LIABILITY

The default Financial Limits as specified in Clause 42.2.2 of the Call-Off Terms shall apply.

7 STEP-IN

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

8 INDIRECT CUSTOMERS

Not applicable.

9 CUSTOMER AUTHORITY AGENT(S)

Not applicable.

10 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:

**The UK Debt Management Office
Eastcheap Court
11 Philpot Lane
London
EC3M 8UD**

Contractor:

**PSN Framework Notices
BT Framework Contracts Helpdesk
Telephone House
104 Newhall Street
Birmingham
B3 1JX**

APPENDIX 3**SERVICE REQUIREMENTS, CONTRACTOR SERVICE DESCRIPTIONS AND
CUSTOMER AUTHORITY RESPONSIBILITIES****PART A: SERVICE REQUIREMENTS**

To deliver a high bandwidth, low latency, fibre channel WAN link between the DMO's two Datacentres, shown below. Installation, rental costs and support arrangements

A – REDACTED

B – REDACTED

**PART B: CONTRACTOR SERVICE DESCRIPTIONS AND CUSTOMER AUTHORITY
RESPONSIBILITIES**

BT Optical Connect is a family of high-performance optical network services designed to deliver performance to businesses, it can be used it to connect data centres and storage networks (SANs) at whatever speeds and protocols are needed, including Ethernet LANs, Fibre Channel, FICON for storage networks and SDH WAN connectivity.

- **Improve productivity** – Optical Connect offers high bandwidth, high performance and availability and secure services ideal for supporting critical business applications
- **It's scalable** – start small with a single 2.5Gbps wavelength (say 2 x Gigabit Ethernet) and grow up to 88 wavelengths, with up to 100Gbps per wavelength each carrying a mix of client interfaces as you require, all across the same fibres, so reducing cost and deployment complexity
- **Improved risk management and innovation** – with Ethernet LANs, Fibre channel, FICON for storage networks and SDH WAN connectivity interfaces and transparent transmission, Optical Connect services carry almost all protocols and so are ideal for legacy and future applications
- **Operational simplicity** – as Optical Connect service use the same Ethernet technology as Ethernet Local Area Networks, they are easy to use and support
- **Improved cost control** – with a fixed price and no usage charges, Optical Connect service allows you to easily control costs and your budget
- **Latency** – many applications are operated from Data Centres in different locations from the majority of the users. More than ever before latency, for user experience and application viability, is critical. Optical Connect is optimised for minimal latency, and has optimal Ultra Low Latency capabilities.
 - **Secure** – BT has the fibre availability to cover right across the UK, so you can be sure that wherever your sites are, BT can get you there. But more importantly, your critical data is carried across fibres which are dedicated to you, which means you can

be sure your traffic is securely transported, with predictable latency, end to end. BT has the fibre availability to cover right across the UK, so you can be sure that wherever your sites are, BT can get you there. But more importantly, your critical data is carried across fibres which are dedicated to you, which means you can be sure your traffic is securely transported, with predictable latency, end to end

- We recognise that **reliability** comes from using the best components, so we selected optical hardware from leading optical networking vendors ADVA as part of our service.
- BT will provide a Resilience access option 2 service – RA02 – this will maximise your uptime by protecting against hardware failure too with dual chassis and diversely routed fibres. Target availability is 99.999%. In the event of a circuit failure the RA02 service will continue operating over the other fibre pair, but rely on your LAN / SAN equipment to recover performance. BT will provide a Standard 1U Chassis providing either a 4Gig Fibre Channel or an 8Gig FC circuit using an OSA 10G FSP3000 Enterprise 5pt Wavelength card.

If an alarm is detected and considered service affecting it will be confirmed by the BT Management Centre with the customer prior to progressing.

BT monitors its transmission network 24 x 7 x 365 from its Network Management Centres (NMC). All the Optical Connect services are actively monitored and each of BT's services has dedicated procedures for fault diagnosis and analysis. Any service affecting events or events that have caused a loss of resilience on protected services are dealt with immediately with the internal target clear time of 5 hours. We will alert you to the failover, and report progress of the fault repair, sending engineers to site with parts to repair as appropriate.

Repair of non-service affecting faults may be deferred until normal business hours if they occur outside business hours. The NMC will, where possible, remotely fix problems or dispatch engineers to site with the relevant parts for replacement.

Customer Requirement

You will need to provide rack space for our remote network management equipment

- You'll need adequate space (to access the front and rear of the equipment rack) and ensure that power is available at each location.
- Please note that in addition to OSA FSP 3000 equipment there will be a fibre network terminating unit for all bearer installations. This NTE will require 1U of space on all installation types

Please note is your responsibility to arrange and install in advance:

- All cutting of tiles at cabinet footprint
- All power to the cabinet footprint
- A cabinet is in the agreed position
- Appropriate power is ready for connection
- Your site contact understands the order and where the equipment is to be sited

AC power

- ☐ The NTE will require two 240V AC supplies using a 13A switched socket, which must be within 1.5m of each chassis.
- ☐ Our remote network management system requires a 240V AC supply using a 13A switched socket, which must be within 1.5m of that equipment.

Wayleaves

We'll normally require a wayleave from the landlord before we can install OSA equipment in common areas at sites like frame rooms. If you subsequently ask us to install more apparatus at the same site where a wayleave was required, you'll need to make a fresh wayleave application and sign a new agreement before we can start work.

If your customer has total control of the building, they should be covered by a contract of service, which will mean we won't require a wayleave from the landlord. The same applies if the landlord has given them the right to authorise installation, in which case this should be confirmed in writing.

Please note that:

1. Openreach has no right whatsoever to enter upon private land/building of any sort without prior consent. To do so might well constitute trespass. Ofcom has made it clear that, as far as they are concerned, there is no acceptable excuse for entering private property without appropriate permission.
2. Wayleaves are the written consent between Openreach and the occupier, which confers the right for Openreach to install, maintain, adjust, repair, alter, keep and enter to inspect apparatus on, under or over their property for the statutory purpose as defined in the Electronic Communications Code.

APPENDIX 4**SERVICE LEVELS AND RELATED REMEDIES**

The following service level regime shall apply instead of the provisions of Schedule 2.3 to the Call Off terms:

BT Optical Connect is managed from BT's own UK-based network management centres 24 x 365. BT will respond to a reported or alarmed fault within 4 hours and restore service within one further hour. We will alert you to the failover, and report progress of the fault repair, sending engineers to site with parts to repair as appropriate.

BT monitors its transmission network 24 x 7 x 365 from its Network Management Centres (NMC). All the Optical Connect services are actively monitored and each of BT's services has dedicated procedures for fault diagnosis and analysis. Any service affecting events or events that have caused a loss of resilience on protected services are dealt with immediately with the internal target clear time of 5 hours.

Service level guarantee

Optical Connect services are covered by an SLG for on-time delivery and another for repair within five hours of a total outage. If we fail to live up to our installation and repair promises, our Reduced Charges Scheme could offer you money off the following year's wavelength rental.

APPENDIX 5

STANDARDS

1 ADDITIONAL STANDARDS

Not applicable.

APPENDIX 6**SECURITY PLAN****Security Policy**

BT PSN services derive their information security from both CESG's Security Procedure: Telecommunications Systems and Services (SP:TSS) and the Cabinet Office Security Policy Framework, SPF. It is BT policy to seek assurance for all PSN service delivery platforms against CESG CAS(T) which includes providing a Statement of Applicability against controls included in ISO/IEC 27001/2.

Organisation

BT has a management framework for information security. Senior management provide direction and commit their support, for example by approving information security policies. Roles and responsibilities are defined for the information security functions. Other relevant functions are contractually bound to cooperate and coordinate their activities to the security requirements. IT facilities are authorised and accessed only by authorised personnel on a strict need to know basis. Confidentiality agreements reflect the organisation's needs. Contacts are established with relevant authorities (e.g. law enforcement) and special interest groups. Information security is regularly and independently reviewed and especially focused for CAS (T) certifications.

Asset Management

Assets are accounted for and have a nominated owner. An inventory of assets (e.g. hardware, software, data, system documentation, storage media) is maintained. The inventory will record ownership and location of the assets. Changes to owners and locations are recorded and subject to management approval and subsequent audit.

Human Resources Security

BT only selects competent, trained and certified staff to work on the design, build and operation of BT PSN services. All members of staff working supporting BT PSN services are at least Baseline Checked (Baseline Personal Security Standard).

All BT staff are obliged to attend BT briefings and adopt corporate best practice. On line courses include Health & Safety, Regulation Compliance, and Information Assurance and Security.

Physical and Environmental

BT buildings provide a good commercial level of security that ensures only authorised personnel have access. All BT staff carry, and must display, ID Cards when working in a BT building. Environmental protection (e.g. fire protection) is present in BT buildings with critical equipment supported by Uninterruptable Power Supplies.

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		

2 EXCLUSIVE EQUIPMENT

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

Customer Authority Equipment	Contractor Equipment
Not applicable	Not applicable

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):

Equipment (excluding Customer Authority Equipment)	Encumbrance/ Encumbrancer	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)
Not applicable		

- 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.

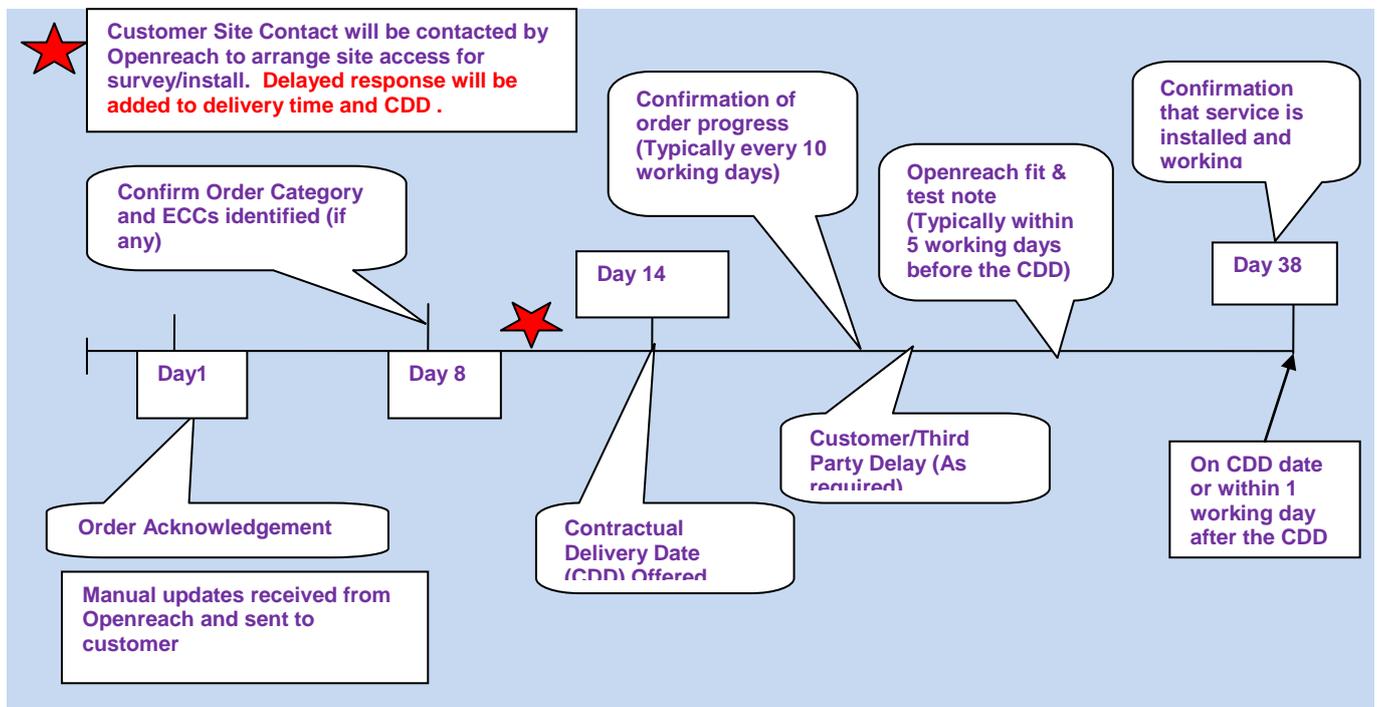
APPENDIX 8

OUTLINE IMPLEMENTATION PLAN

1.1 In accordance with Paragraph 2 of Schedule 4.1 (Implementation Plan) of the Call-Off Term

The plan below shows the implementation plan that BT would work to deliver your service. An Openreach Project manager will be provided early on that will guide you through the process.

The implementation process included above represents all implementation elements required to meet the requirement.



APPENDIX 9

TESTING PROCEDURES

1 TEST SUCCESS CRITERIA

Not applicable

2 TEST ISSUES

Not applicable

APPENDIX 10

CHARGING AND INVOICING

1 MILESTONE PAYMENTS

Not applicable.

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:

Total cost of ownership for the 8Gb service

5 year = **REDACTED**

The Management Charge payable to the Contractor for onward payment of Framework Authority and PSN levies (for use of the PSN Services framework agreement) is 1.65%. This is shown as a separate line item, in addition to the pricing provided.

PSN Levy payable on the 8Gb service in addition to the above.

5 year = **REDACTED**

Cancellation of Service before provision date.

Once the service has been ordered, the service is subject to survey. On completion of the survey, any excess construction charges will be identified. At this point if there are excess construction charges that prohibit DMO taking the order forward, the order can be cancelled at no cost to DMO.

Once the order has progressed into the planning stage, the following cancellation charges will be incurred by DMO.

Cancellation Charges for FSP 3000 ADVA Products		
Feature	Note	Operative date
Working days before Contractual Delivery Date (35 day lead time)	% of Connection Charge	
2 or less	90	31/01/2012
3 to 19	85	31/01/2012
20 to 22	70	31/01/2012
23 to 25	65	31/01/2012
26 or more	2	31/01/2012

If at the completion of the planning stage (day 14) the order was cancelled more than 26 days from the given Contracted Delivery Date a charge of 2% of the connection charge.

In the case of the 5 year connection charge of £5,000 the cancellation fee would be £100.00 per connection.

3 EXPENSES

Not applicable.

4 RETENTIONS

Not applicable.

5 DELAY PAYMENTS

Not applicable.

6 CONTRACTOR'S CALL OFF PRICING CATALOGUE

Not applicable.

7 SUPPORTING DOCUMENTATION

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

REDACTED

8 BASE CASE FINANCIAL MODEL

It is agreed that Schedule 5.4 (Financial Model) and associated references in Clause 24 of the Call-off Contract shall not apply.

APPENDIX 11

VALUE FOR MONEY

There is no requirement for the Value for Money provisions and Clause 18 and Schedule 5.3 (Value for Money Provisions) of the Call-off Contract shall therefore not apply.

APPENDIX 12

GOVERNANCE

Not Used.

APPENDIX 13**BCDR PLAN**

The BCM policies are designed to align with the objectives of BS25999 and to provide a framework for their implementation within BT. They define the roles and responsibilities of BC practitioners, and BT people in general.

In summary, the purpose of BT's BCM Policy is to:-

- Identify and protect its key products and services, ensuring their continuity as appropriate
- Have an incident management capability which is enabled to provide an effective response
- Understand itself and its relationships with other organisations, relevant regulators or government departments, local authorities and the emergency services is properly developed, documented and understood
- Train its people to respond effectively to an incident or disruption through appropriate exercising
- Understand and be able to deliver stakeholder requirements
- Ensure that its people receive adequate support and communications in the event of a disruption
- Secure its supply chain
- Protect its reputation
- Remain compliant with its global legal and regulatory obligations
- Co-ordinate its BC activities under the BCM governance structure

The Policy Directive drives the definition and creation of BC processes and forms the supporting policy portfolio which support pan-BT BCM behaviours and standards and are; Programme Management, Understanding the Organisation, Determining BCM Strategy, Incident Management, Developing and Implementing a BCM response, Training and Awareness and Exercising and Reviewing.

APPENDIX 14

TUPE AND PENSIONS

There is no requirement for the Staff Transfer Schedule and Clause 28 and Schedule 7.1 (Staff Transfer) of the Call-off Contract (and associated references in the Call-off Contract) shall therefore not apply.

APPENDIX 15

SPECIAL TERMS

Not Used.

AGREED AMENDMENTS TO THE CALL-OFF CONTRACT

Due to the nature, duration and scope of the Services, in addition to any exclusions set out elsewhere in this Call off Form, the following Call Off Contract Clauses and Schedules are excluded from the Contractor price and are not applicable:

Exclusions and variations

- Clause 42.5.3 (the inclusion of Clause 42.5.3 would mean that the cost of procuring replacement services would be considered a direct loss) - BT believes the scope of the clause to be too wide-ranging, the charges for replacement services themselves as well as all administration costs could be interpreted as being within scope. For example, if a service was terminated one year into a three year contract term, the administrative costs of running the repeat procurement tender and all of the service charges raised to a customer by another bidder for the following two years might be interpreted as being in scope. BT considers that to be an unreasonable scope of liability and assumes the removal of that direct loss; i.e. it contains losses that would usually be considered indirect and consequential.
- Clause 45.4.9 (Termination Rights). - This termination right at the call-off level could be exercised by a customer if there is a Financial Distress Event at the framework level. BT will address its applicable obligations at the framework level as appropriate, but the linked termination right at the call-off level presents a significant problem for BT because a Financial Distress event can be very easily triggered for a large multinational company with many thousands of customers. For example, the commencement of litigation against BT in relation to a service contract would be one such trigger of a Financial Distress event. The litigation only needs to be commenced and there is no threshold for materiality, so, if any third party commences litigation, a Financial Distress event would be triggered, even if the findings of the litigation reject any claim made against BT. Even in this single example (there are many different triggers in the Framework Financial Distress Schedule), a large global company like BT would be frequently at risk of a Financial Distress event applying. The termination right at the call-off level would therefore provide customers with a frequent option to terminate for cause even when the underlying event has no material impact on the delivery of services to the relevant customer. BT believes that the rights available to the customer for termination of the Call-off Contract following an Insolvency Event (clause 45.4.8 of the call-off terms) are sufficient in relation to the provision of the Services and BT therefore assumes the deletion of clause 45.4.9.
- BT's offer is provided on the basis that there is no requirement for the following in relation to the proposed services, and that the referenced clauses and schedules of the Call-Off Agreement listed below will therefore not apply:

- Clause 2 (Due Diligence); not applicable as the provision of the Services will be subject to survey. If as a result of the due diligence programme phase and subsequent low-level design phase of the programme the solution materially changes then either a commercial ‘true-up’, or ‘true-down’ of charges will be made.
- Unless otherwise stated in this schedule, all dates are estimates and there shall be no delivery Milestones for the purposes of the Call-Off contract and Clauses 6, 7 & 8 which relate to Milestone delays will not apply. The services will be implemented as described in the Contractor’s proposal for the services and the applicable Order. Clauses 6.2.3 & 6.3 (Delay Payments), and associated references
- Clause 9.11.2 (Services); By their very nature, the proposed services will enable some integration with the Customer Authority’s computing environment, it is assumed that BT will not be responsible for the management of interfaces which are beyond the service demarcation point. The demarcation point of the Services on each site is the physical port on BT’s terminating device. For the purpose of the provision of these Services, the only interface with the Customer Authority’s computing environment is the connector at the end of the cable which is attached to the BT terminating device.
- Clause 14.10 as regards the replacement of Equipment. The Contractor will be able to repair or replace Equipment at its option.
- Clause 31.6 (Secure Back-ups of Customer Authority Data, Clause 31.9 and 31.10 (corruption of Customer Authority Data
- Clause 47, any termination charges detailed or referenced in BT’s proposal will apply instead of those set out in this clause.
- Schedule 2.3 (Service Levels and Related Remedies) and the associated clauses of the call-off contract. The service levels described in BT’s proposal are all those that would apply in the provision of the Services and apply instead of those that would otherwise apply by default under the call-off agreement. Service Credits provided as a remedy for Service Failures in respect of the relevant Contractor System, Service and/or Service Element would be the Customer Authority’s exclusive financial remedy for the associated service level failures.
- Schedule 4.2 (Testing Procedures)
- Schedule 5.1 and the associated clauses of the call-off contract. BT assumes that it will invoice using its standard invoices for these services rather than the bespoke invoicing process described in that schedule.
- Schedule 6.4 (Exit) and the associated Exit Plan.
- The following Plans, Manuals, Catalogues and Certifications are assumed to not be required for the proposed Services:
 - Call-off Operating Manual (Clause 9.14)

- Quality Plan (Clause 12.1)
 - Contractor's Call-off Service Catalogue (Clause 24.2)
 - BCDR Plan (Schedule 6.5)
 - Any sustainability requirements or plans.
- BT's offer is provided on the assumption that the following shall apply to the Call-Off Form:
 - Appendix 4 of the Call-off Form must contain the SLAs appropriate to the Service being supplied. No other SLAs associated with the Framework Terms will apply to these Services.
 - Standards - The service has been designed in accordance with good industry practice. Any standards specified in the Contractor's proposal for the Services are the only standards that will apply in the provision of the Services.
 - Change Control - Any PSN Change (i.e. where the services provided are PSN Services) shall be managed as set out in Schedule 6.2 (Change Control). The Contractor's standard change control process will otherwise apply in the provision of the services and the Customer Authority will complete the Contractor's standard forms for the agreement of any service changes.
 - The pricing assumes full annual periods of service, if there is a gap between the Effective Date and the Commencement Date the pricing and term will need to be reviewed accordingly.
 - The services envisaged would be supported globally so some limited Contracting Body Data would be accessible in countries outside the EEA. The Customer Authority data in question is operational data that the Contracting Body would share with the Supplier such as site addresses; it does not include end user data, e.g. it would not provide access to the Contracting Body's internal data or systems. The above referenced access to data would apply to input services provided to the market by Openreach where we, like other bidders who procure input services from Openreach or similar providers with a global supply chain, will require consent for such access to data. It is assumed that such access would be permitted.
 - BT will obtain and maintain the licences and consents it requires in order to deliver the Services in accordance with Clause 35.1.2, please note that BT assumes that the Customer Authority will be responsible for obtaining and maintaining any licences and consents it requires in order to receive the Services.
 - As Adobe EchoSign is web-based and hosted in the US, Call-Off data will temporarily pass outside the EEA, to the US, during the eSignature process, but will not be stored outside the EEA following completion of the eSignature process.
 - In the event that BT's tender is successful and an award is made by the Customer Authority to BT, BT assumes that the Customer Authority consents to internal marketing by BT to inform its employees that the tender has been successful, of the name of the customer, of the nature of the proposed services and of the value of the business to BT. If the Customer Authority does not wish to allow such internal marketing it is requested to notify BT in writing prior to award.

Annex 1 - Additional Exclusions and Variations applicable to CS product line sales

Agreed Amendments to the PSN Call Off Agreement

For Converged Services Solutions

Change Control

Any PSN Change (i.e. where the services provided are PSN Services) shall be managed as set out in Schedule 6.2 (Change Control). Schedule 6.2 and the associated clauses of the Call-Off Contract will otherwise not apply. The Contractor's standard change control process will apply in the provision of the Services and the Customer Authority will complete the Contractor's standard forms for the agreement of any service changes and the Contractor will raise invoices for any such service change against the Contractor's BT reference number.

All Change controls will need to take account of the co-terminus Minimum Period (MP) outlined below and Change Control teams will need to ensure termination charges are not charged after the end of the co-terminus MP unless the contract is extended. If the Contract is extended applicable termination charges will apply during the Extension Period.

Term, Minimum Period, Termination and Invoicing

The following definitions shall apply:

Contractual Delivery Date means the date on which the Contractor agrees to provide the Service. Where the Service includes network provision this date will be within 10 calendar days of the date the network circuit is installed at a Site.

Effective Date means the date when the Customer's order is accepted by BT.

Extension Period means a period by which the Customer may extend the Initial Term of the Agreement and which will be up to two (2) one-year periods by serving no less than three (3) months' written notice to BT prior to the expiry of the Initial Term of the Agreement or first Extension Period as the case may be.

Minimum Period - means the minimum duration for each Service or component of the Service, calculated from the Operational Service Date and ending on the expiry of the Initial Term or any Extension Period.

Operational Service Date means the date on which any Service or part of a Service is first made available to the Customer by the Contractor or the date when the Customer first starts to use such Service (or part of the Service), whichever date is earlier.

Initial Term means the period of up to (5) years from the Effective Date as specified by the Customer Authority in Paragraph 1.2 of the Call Off Form

Term means the Initial Term as extended (if at all) by the Extended Period(s);

Term and Minimum Period

This Agreement will begin on the Effective Date and, unless terminated at an earlier date by operation of Law or in accordance with provisions of the relevant framework agreement will terminate at:

- a) the end of the Initial Term; or
- b) if the Customer Authority elects to extend the Initial Term, at the end of any Extension Period.

Each Service or part of the Service shall have a Minimum Period of Service calculated from the Operational Service Date and ending on the expiry of the Initial Term or any Extension Period. Charging will commence upon the Operational Service Date for each Site. The Customer and BT may agree to extend the Service(s) on the same terms and conditions for a further period to be determined by the parties (“the Extension Period”)

Cancellation and Termination of Service

If, prior to the Contractual Delivery Date, the Customer cancels Service or any particular type of Service at any Site (other than for the default of BT), or withdraws the Application, or cancels the Hire Agreement before acceptance of the Supplied Equipment, or if BT terminates Service or any type of Service at a Site for breach, then the Customer will compensate BT for Charges in respect of work performed, money spent and commitments entered into to meet the Customer’s requirements up to and including the time of such termination in accordance with the provisions below:

- (a) Cancellation charges for Regulated and/or network services will be based on a percentage of the connection charge based on the number of days prior to the CDD that the cancellation notice is received by BT. Cancellation charges relating to Regulated and network services will vary depending on the relevant Service to be cancelled. Details of charges will be supplied by BT on request;
- (b) Cancelled orders, rescheduled deliveries or configuration changes relating to BT Provided Equipment requested by the Customer less than 15 Business Days before the original scheduled manufacturer shipment date shall be subject to (a) acceptance by the equipment manufacturer and (b) a charge of a maximum of 20% of the value of the impacted portion of the BT Provided Equipment relevant charges set out in the Order Form. BT will use reasonable endeavours to keep such charges to a minimum. BT will not accept cancellation from the Customer for BT Provided Equipment that has been delivered or is in the process of being shipped by the equipment manufacturer. In such event the Customer shall be liable for the full charge(s) specified on the Order Form for the BT Provided Equipment.
- (c) BT will raise additional one-off charges to cover any expenses incurred in removal from the Site of BT Equipment, BT Provided Equipment and Supplied Equipment;
- (d) BT will raise cancellation charges for Provision and/or Professional Services based on 35% of the Provision or Professional Service charges for the Service at the affected Site and/or any additional one-off charges that BT has reasonably incurred. BT will use reasonable endeavours to keep such charges to a minimum;
- (e) BT will raise cancellation charges relating to Security Services and Applications cover work performed, money spent and commitments entered into to meet the Customer’s requirements. Details of charges will be supplied by BT on request.

Termination

1 If, subsequent to the Operational Service Date or Contractual Delivery Date for Regulated and/or network Services, the Customer terminates Service or any particular type of the Service at any Site (other than for default by BT) or if BT terminates Service or any type of Service at a Site for breach, then the Customer will compensate BT with the following:

- (i) Any applicable outstanding connection Charges; and
- (ii) Where any Service is terminated within the first twelve months of the initial Minimum Period, an amount equal to the Charges due to the end of the first twelve months of the Minimum Period; and
- (iii) For Network Services, termination Charges equal to twenty percent of the total outstanding rental Charges payable for the remainder of the Minimum Period or Extension Period; and
- (iv) For any other Services termination Charges equal to thirty-five percent of the total outstanding rental / maintenance Charges payable for the remainder of the Minimum Period or Extension Period ; and
- (v) An amount equal to any discount that has been applied as a result of the Minimum Period selected including any term discount; and
- (vi) Any de-installation Charges; and
- (vii) Any additional charges which BT has to pay a supplier as a result of early termination of the Service; and
- (viii) Any Charges relating to recovery of BT Equipment.
- (ix) BT reserves the right to review the Charges for Service to the remaining Sites.

2 In respect of the following Services:

- (i) For Messagescan Services, paragraph (i) under Termination above will apply and, termination Charges equal to eighty per cent of the total outstanding rental charges will be payable for the remainder of the Minimum Period or Extension Period.
- (ii) For maintenance and/or management Services relating to Customer existing equipment taken over by BT in accordance with Part 5 of this Service Schedule, termination charges equal to all Charges payable for the remainder of the Minimum Period or Extension Period.
- (iii) For SHDS Connect 1000 FT5 Services with a 5 year Minimum Period where the Service is terminated
 - within year 1 of the Minimum Period, termination charges equal to 200% of the annual rental charges will be payable;
 - within year 2 of the Minimum Period, termination charges equal to 180% of the annual rental charges will be payable;
 - within year 3 of the Minimum Period, termination charges equal to 160% of the annual rental charges will be payable;
 - within year 4 of the Minimum Period, termination charges equal to 140% of the annual rental charges will be payable;
 - within year 5 of the Minimum Period, termination charges equal to 120% of the annual rental charges will be payable.

3 In respect of any Regulated Service included in the Service:

- (i) Any applicable outstanding connection Charges plus termination Charges as set out in the BT Price List.

4 Where the Customer adds any new Services (network and/or value added services) during the last 12 months of the Minimum Period, if the Customer then terminates those Services within 12 months of the Operational Service Date, BT will charge the Customer a full 12 months rental and any other applicable termination charges. This Clause does not apply to Regulated Services, termination charges will apply to Regulated Services as set out in the BT Price List.

Invoicing of Charges

Charges for the Service will be invoiced as follows:

- (i) any connection and rental Charges for network services whether Regulated Service or otherwise (except for IP Converge Service) will be invoiced from the original agreed Contractual Delivery Date regardless of whether traffic has been routed through the Service;
- (ii) all other Services and/or Charges for BT Provided Equipment and/or IP Converge Service will be invoiced upon the Operational Service Date;
- (iii) any usage Charges, if applicable, will be invoiced monthly in arrears;
- (iv) any recurring Charges (Rental and Maintenance Charges) will be invoiced monthly in advance unless a quarterly billing option is specified in the PSN Order Form.

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

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	