

Joint Schedule 3 (Insurance Requirements)
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Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE: K280021908

THE BUYER: Driver and Vehicle Standards Agency

BUYER ADDRESS Berkeley House, Croydon Street, England, BS5 0DA

SUPPLIER REFERENCE RM6116-0081

THE SUPPLIER: Vodafone Limited

SUPPLIER ADDRESS: Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN

REGISTRATION NUMBER: 01471587

DUNS NUMBER: 226488435

SID4GOV ID: Not Applicable

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 8th January 2024.

It's issued under the Framework Contract with the reference number RM6116 for the provision of Network Services.

CALL-OFF LOT(S):
Lot 1a - Inter site Connectivity (Wide Area Network) / Data Access Services

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) RM6116

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3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6116
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 9 (Minimum Standards of Reliability)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Call-Off Schedules for RM6116
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 11 (Installation Works)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-off Schedule 22 (Lease Terms)
5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) RM6116
7. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.
8. Call-Off schedule 25 (Supplier Operational Terms)

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**Special Term 1 - Global Supply Chain and Distribution**

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Where, as a result of global supply and distribution disruption that is proven and evidenced to be beyond the Supplier's control, for example, shortages in routers resulting in an impact to lead times, and as a result the Supplier cannot meet any (a) Milestone Date or agreed delivery dates (for Deliverables) or needs to adjust implementation or installation plans, or (b) relevant service levels (or similar Service performance criteria), it is relieved of any accompanying liability or obligations under the terms of the Call-Off Contract. The Supplier shall use reasonable endeavours to mitigate this risk.

Special Term 2 – Request for Service

The Supplier will deliver the WAN Services to the site locations set out in Annex B – List of Sites to the timelines set out in clause 7.1 of Schedule 13 – Implementation Plan and Testing. During the Implementation Period, the Buyer and Supplier shall meet at least once per month, at a frequency agreed by the Buyer, to monitor and review progress of the Implementation Plan and shall agree the phasing and prioritisation of individual sites. The Supplier shall inform the Buyer of any potential delays to the delivery of the Implementation and both parties shall work together to mitigate potential delay.

Where there is a requirement for the Buyer to make changes to Annex B - List of Sites, i.e. to add new sites; remove sites; or other changes; or to request additional services i.e. Project Management, the Buyer shall complete Annex A – Request for Service form.

- I. The Buyer shall complete Part A – Request for Quote, which shall include:
 - i. The detail of the change to Annex B that shall include details of the new Sites that require installation and facilitation services or sites to be removed in accordance with the process defined in paragraph A below;
 - ii. Access and/or Service Bandwidth required
 - iii. Rack location
 - iv. Room name or room number
 - v. Building name, number, and floor.
 - vi. Street name, town, city & postcode
 - vii. For each Buyer Site location, the Buyer shall provide a site contact name and contact details to include contact telephone and email address.
 - viii. Assisting the Supplier in good faith through providing pictures of the Site(s), providing access to the Site(s), reports, diagrams etc where possible.
 - ix. For new installation sites, the minimum length of time for Rental services will be a fixed 12 months; which shall exclude rolling-term service contracts, except where agreed by the Buyer.
- II. Following receipt of Part A, the Supplier shall complete Part B – Quote. This shall include the following for the work requested:
 - I. Price breakdown

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- II. Impact assessment of the change if applicable;
 - III. Date(s) for Service Delivery and Target Completion;
 - IV. Total cost, excluding VAT;
 - V. Costs must be benchmarked against the rates contained in Annex C to this Call-Off Order at the time of the Request for Service and in accordance with the Cancellation of Service Policy (Annex D).
- III. Following receipt of Part B, the Buyer shall complete Part C – Acceptance or Further Review. Where the Quote is acceptable to the Buyer, signature of Part C will take place. The Buyer has the right to challenge the quote; to request further information to clarify the quote submitted by the Supplier; and to reject the quote if not satisfactory.
- IV. Where the Buyer has signed Part C, the Supplier shall sign and return Part D in order to commence the delivery of Services.
- A. Only where the Supplier has completed the Installation and Facilitation work on the Site(s) authorised under a Request for Service, and the Buyer has certified completion of the work under Part E to Annex A against the criteria specified in Part A, the Site(s) shall become subject to the Service Charges specified in Call-Off Schedule 5 (Pricing Details). The Supplier can invoice for the Charges agreed under a fully-completed Request for Service form. However, the Buyer shall not unduly delay the certified completion of the work under Part E to Annex. If the Buyer has not completed the certificate or provided reason will the certificate has not been completed with 5 working days, the Supplier shall invoice for the installation and commence monthly Service Charges. The Buyer has the right to add new Site(s) to Annex B via the Request for Service template, if and only if the total costs incurred for the Year remain below the Yearly Capped Charges. Where a new Site(s) is/are added, the Supplier shall specify the Rental costs for Year 1 – Year 4. Where the total costs incurred for adding new Site(s) are likely to be higher than the Capped Yearly Charges, the Buyer shall initiate a contract amendment in accordance with the Variation Procedure specified in the Framework.

Special Term 3 – Minimum Volume Commitment

Pricing as set out in Call-Off Schedule 5 (Pricing Details) and Cancellation Charges set out in this Order Form are conditional to the Buyer agreeing to a total site volume commitment of 295 sites during the period between the completion of the Implementation Phase and the cessation of the Initial Term. Where the total volume of sites fall below 295 sites, the Buyer shall pay [REDACTED] multiplied by the difference between 295 sites and the actual volume of connected sites in the any monthly period.

CALL-OFF START DATE: 11th April 2024

CALL-OFF EXPIRY DATE: 10th April 2028

CALL-OFF INITIAL PERIOD: **Four (4) Insert** Years, zero (0) Months

CALL-OFF OPTIONAL EXTENSION PERIOD **One (1) year plus one (1) year**

Framework Ref: RM6116

Project Version: v1.0

Model Version: v3.1

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MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION Thirty (30) Calendar Days

BREAK CLAUSE: Thirty (30) Calendar Days from Call-Off Start Date

The Supplier and the Buyer shall agree within 30 days from the Call-Off Start Date:

- 1) Revised alternative Service Management Options as set out under Call-Off Schedule 5 (Pricing Details) that will set out any changes to the Service Management Charges and any impact to Service Deliverables.

The Buyer shall provide to the Supplier:

- 2) A review of and additional amendments (where applicable) to the following Schedules: Joint Schedule 11 (Data Processing) and Call-Off Schedule 9 (Security) and Security provisions within Call-Off Schedule 25 (Supplier Operational Terms) with the objective of mutually agreeing these Schedules.

The Buyer reserves the right to terminate the contract without cause without prior notice by issuing the Supplier with a Termination Notice if it does not agree to Points 1 and 2 of the Break Clause.

Where Termination is exercised, the following shall apply:

- a) The Buyer's payment obligations under the terminated Contract stop immediately.
- b) The Supplier must promptly repay to the Buyer any and all Charges the Buyer has paid in advance in respect of Deliverables not provided by the Supplier at the termination date.
- c) The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.
- d) The Supplier must promptly return any of the Buyer's property provided under the terminated Contract.
- e) The Buyer shall promptly pay all outstanding Charges incurred to the Supplier, that are fair, reasonable costs properly incurred.
- f) The Supplier shall share in advance a costs breakdown and shall agree with the Buyer all costs within the Break Clause timeframe.

CALL-OFF DELIVERABLES VIA FURTHER COMPETITION

See details in Call-Off Schedule 20 (Call-Off Specification)

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 £1,000,000.00

CALL-OFF CHARGES

Option B: See details in Call-Off Schedule 5 (Pricing Details)

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Contract Value:

Contract Term	Capped Value
Fixed 4-year term	£4,891,192.60 (See Note A)
Option 1: 1-Year Extension*	£1,200,000.00
Option 2: 1-Year Extension*	£2,400,000.00

Note A: The Total Capped Value shall be subject to further negotiation by the parties, with a potential reduction in costs, subject to a Contract Change Notice within the Break Clause time period.

*Subject to the Buyer obtaining the relevant internal governance and approvals in exercising the right to extend the contract.

Capped charges per year of Fixed 4-year term :

YEAR ONE	YEAR TWO	YEAR THREE	YEAR FOUR
██████████	██████████	██████████	██████████

The above table factors in CPI for Year One only.

As permitted under paragraph 1.2 of Part A of Framework Schedule 3, the Supplier and Buyer hereby agree that in April of each calendar year (excluding Year One), all Charges will increase by a percentage equal to the percentage increase in the UK Consumer Price Index ("CPI") published by the Office for National Statistics (or any other body to which the functions of that office may be transferred) in January of that year compared to the previous year ("CPI Rate").

The Charges will not be impacted by any change to the Framework Prices. Save CPI, the Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

All approved invoices are paid monthly via BACS within 5 working days.

Before payment can be considered, each invoice must include a detailed breakdown. The Supplier shall ensure that each invoice submitted includes, but is not limited to:

- Purchase Order number
- Contract number
- Contact name

Credit notes should be raised, where necessary.

The Supplier must email their invoices by the 5th of every month as PDF to DVSA's Finance Shared Services with a valid Purchase Order (PO) number:

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Upon receipt, Shared Services completes a 3-way match of the supplier's invoice as follows: Valid purchase order, Goods receipt confirmation – completed on receipt of goods/services; and Correct invoice – matches PO and goods receipt confirmation.

When matched, the Supplier's invoice will be paid by BACS within 5 working days. The Supplier must ensure they work towards 95% of all of their supply chain invoices being paid within 60 days.

BUYER'S INVOICE ADDRESS:

Invoices should be emailed to: [REDACTED] or posted to the following address:

Shared Services Arvato
5 Sandringham Park
Swansea Vale
Swansea
SA7 0EA

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Appended at Annex E to this Call-Off Order form.

BUYER'S SECURITY POLICY

Appended at Annex F to this Call-Off Order form.

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]

Address: Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
[REDACTED]
[REDACTED]

Address: Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month.

PROGRESS MEETING FREQUENCY

Monthly – as agreed with the Buyer.

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KEY STAFF

[REDACTED]

[REDACTED]

[REDACTED]

Address: Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

Supplier's Commercially Sensitive Information

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

PART B: Long Form Service Levels and Service Credits shall apply.

The Service Credit Cap is: 10% of contractual spend per annum.

The Service Period is: Monthly from Commencement Date. A Critical Service Level

Failure is defined within Schedule 14, Part B, Annex 2:

1.1. A Critical Service Level Failure will be deemed to have occurred if the performance of the Services falls below the same Service Failure Threshold on three (3) occasions in any six (6) consecutive Service Periods.

1.2. In the event of a Critical Service Level Failure, the Buyer shall be entitled to terminate this Call-Off Contract for material Default.

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender).

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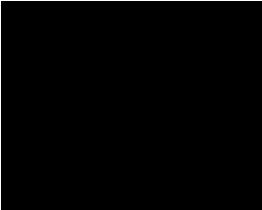
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ANNEX A – REQUEST FOR SERVICE TEMPLATE

REQUEST NUMBER:	[BUYER TO INSERT REFERENCE NUMBER FOR REQUEST]
PART A – REQUEST FOR QUOTE	<p>[Guidance: Buyer to complete.</p> <p>List the Site(s) to be added or removed from Annex B - List of Sites; or additional services requested by the Buyer i.e. Project Management.</p> <p>Provide as much information as possible (including pictures of the Site) to enable accurate quotation]</p>
PART B – QUOTE	<p>[Guidance: Supplier to complete]</p> <p>Provide impact assessment if relevant of the Request for Services</p> <p>Provide a fixed price quote and Date(s) for Service Delivery and Target Completion]</p>
PART C - BUYER ACCEPTANCE OR FURTHER REVIEW	<p>[Guidance: Buyer to complete]</p> <p>Buyer to sign for Acceptance of Quote or request further clarification of the quote]</p> <p>Buyer Signature:.....</p> <p>Job Title:.....</p> <p>Date Signed.....</p>
PART D - SUPPLIER SIGNATURE	<p>[Guidance: Supplier to complete.</p> <p>To commit to delivery of site installation against the quote offered).</p> <p>Supplier Signature:.....</p> <p>Job Title:.....</p> <p>Date Signed.....</p>
PART E – CERTIFICATE OF SATISFACTION	<p>[Guidance: Buyer to complete - add any issues/comments]</p> <p>Buyer Signature:.....</p> <p>Job Title:.....</p> <p>Date Signed.....</p>

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ANNEX B – LIST OF SITES



IP-VPN 1 Year Pricing - Single Circuit Service

Use the single circuit pricing for the primary circuit then add the required backup option pricing.

Subject to survey, and where agreed in advance with the Buyer, the Buyer will be liable for any additional costs charged to Vodafone by Third Parties in connection with the provision of the Services including charges often referred to as Excess Construction Charges. The Buyer reserves the right to use their own Third Parties to carry out construction services.

IPVPN 1 year pricing - Single Circuit Service								
Service	Techn ology	Install Charge			Annual Recurring Charge			
		Access	VPN	Total	Access	VPN Bandwi dth	Total	Additio nal Distanc e Charge (Per KM) *
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

*The Additional Distance Charge (KM) is calculated by measuring from the Buyer location to the closest Vodafone network site. The distance will be calculated at time of order and multiplied by the value within the appropriate cell above.

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ANNEX D – SUPPLIER CANCELLATION POLICY

The Buyer shall pay a Cancellation Charge for early termination of any individual WAN Site Connection as set out below.

- a. **Termination prior to the agreed WAN Site Connection Date:** If the Buyer terminates any individual WAN Site Connections after the Agreement Date or acceptance of an Order, but before the relevant WAN Site Connection date, the Cancellation Charge equals the percentage of Installation Charges set out below plus, where applicable, any related third-party charges that Vodafone is obligated to pay and/or outstanding Installation Charges:

Number of Working Days before Agreed Delivery Date that termination notice is received by Vodafone	Percentage of Installation Charges for particular Customer Site(s)
1 to 10	
11 to 20	
21 to 30	
31 to 40	
>40	

- b. **Termination after the agreed WAN Site Connection Date Service Commencement Date:** 100% of Installation Charges not already invoiced plus, the difference between: (i) the months whereby individual circuit charges have been applied; and (ii) 12 months multiplied by the monthly recurring charge.

ANNEX E - BUYER'S ENVIRONMENTAL POLICY**Department for Transport's corporate environmental policy****Policy statement**

DfT is committed to protecting the environment, reducing pollution and whole life carbon in our

procurements and continually improving our environmental performance.

Scope

This policy applies to the Department for Transport central department. Any DfT arms-length bodies

or executive agencies may use this policy or apply their own.

Description

DfT's operational activities and the individual activity of its staff affect the environment.

The aim of this policy is to inform our interested parties including staff, contractors, suppliers and the

public that DfT is committed to reducing any negative environmental impacts produced by our

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activities, products and services.

Our policy is to continually improve our environmental performance by:

- reducing our greenhouse gas emissions from energy use
- reducing waste and maximising reuse and recycling
- reducing our greenhouse gas emissions from business travel
- controlling how much water we use
- reducing how much paper we use
- protecting our biodiversity and ecosystems
- adapting to climate change
- reducing the carbon impact of our construction projects through innovative methods, cleaner

materials and more efficient design

Delivery and monitoring

We will:

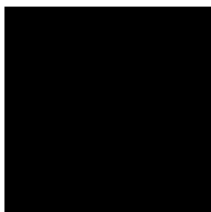
- fulfil our compliance obligations in relation to the environment
- meet or exceed the terms of the government's policy on the environment
- set targets to reduce our environmental footprint and protect the environment
- collate, monitor, and analyse data to measure performance against our targets
- prepare for policy changes and tighter targets
- encourage staff, contractors and suppliers to reduce their impact on the environment when providing services and products to us and within their own organisations
- report progress against our targets quarterly to a senior performance board
- report our environmental performance openly and transparently through our annual report and

accounts

Although the Department is responsible for the environmental performance of DfT, we expect all staff,

contractors and suppliers involved in DfT's business to share this responsibility.

ANNEX F - BUYER'S SECURITY POLICY



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Joint Schedule 2 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

Contract Details		
This variation is between:	[delete as applicable: CCS / Buyer] (" CCS " " the Buyer ") And [insert name of Supplier] (" the Supplier ")	
Contract name:	[insert name of contract to be changed] (" the Contract ")	
Contract reference number:	[insert contract reference number]	
Details of Proposed Variation		
Variation initiated by:	[delete as applicable: CCS/Buyer/Supplier]	
Variation number:	[insert variation number]	
Date variation is raised:	[insert date]	
Proposed variation		
Reason for the variation:	[insert reason]	
An Impact Assessment shall be provided within:	[insert number] days	
Impact of Variation		
Likely impact of the proposed variation:	[Supplier to insert assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> [CCS/Buyer to insert original Clauses or Paragraphs to be varied and the changed clause] 	
Financial variation:	Original Contract Value:	£ [insert amount]
	Additional cost due to variation:	£ [insert amount]
	New Contract value:	£ [insert amount]

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by [delete as applicable: CCS / Buyer]
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

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Signed by an authorised signatory for and on behalf of the **[delete** as applicable: CCS / Buyer]

Signature

Date

Name (in Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

Address

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Joint Schedule 3 (Insurance Requirements)**1. The insurance you need to have**

- 1.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under a Call-Off Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than:
 - 1.1.1 the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
 - 1.1.2 the Call-Off Contract Effective Date in respect of the Additional Insurances.
- 1.2 The Insurances shall be:
 - 1.2.1 maintained in accordance with Good Industry Practice;
 - 1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
 - 1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
 - 1.2.4 maintained for at least six (6) years after the End Date.
- 1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

2. How to manage the insurance

- 2.1 Without limiting the other provisions of this Contract, the Supplier shall:
 - 2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
 - 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
 - 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

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3. What happens if you aren't insured

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. Evidence of insurance you must provide

- 4.1 The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

5. Making sure you are insured to the required amount

- 5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

6. Cancelled Insurance

- 6.1 The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

7. Insurance claims

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

Joint Schedule 3 (Insurance Requirements)

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- 7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

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ANNEX: REQUIRED INSURANCES

The Supplier shall hold the following [standard] insurance cover from the Framework Start Date in accordance with this Schedule:

professional indemnity insurance [with cover (for a single event or a series of related events and in the aggregate) of not less than] one million pounds (£1,000,000);

public liability insurance [with cover (for a single event or a series of related events and in the aggregate)] of not less than one million pounds (£1,000,000); and

employers' liability insurance [with cover (for a single event or a series of related events and in the aggregate) of not less than] five million pounds (£5,000,000).

product liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000)

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Joint Schedule 4 (Commercially Sensitive Information)

What is the Commercially Sensitive Information?

In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.

Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).

Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 of the Core Terms (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

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From Date of Submission

The Supplier's bid submission, proposal & commercial offering response to any ITT or potential opportunity, breakdown of pricing information to give input costs, capital & operating costs, overheads, revenue, margins & profits.

Financial data relating to the Supplier's business as a whole including the financial standing of the Supplier & any information relating to financial distress reporting.

Technical details of the Supplier's network including topology, network diagrams, detailed network coverage, route maps, Points of Presence &/or street furniture/chambers etc.

Design documents relating to the Services & any notes or minutes of technical design meetings held in relation to the aforementioned but excluding any documents set out in the Call Off Contract as being Deliverables.

The Supplier's Business Continuity Plan, Business Incident Plans, & Disaster Recovery Manuals & Procedures, Cyber Security Questionnaire, Security Plan & related Business Security Processes but excluding any Buyer-specific plans or procedures to be provided by the Supplier under the Call Off Contract.

From Call-Off Start Date

How any payments due to the Supplier on termination of the whole or any part of the Call Off Contract are calculated excluding the actual amounts.

How service credits are calculated, but excluding any details regarding the applicable thresholds, any performance related information or requirements, information relating to the actual amounts of any service credits paid or credited. Duration for all the above: Expiry Date plus 6 years

Details of the liability and indemnities provisions under the Call Off Contract save for any standard liability and indemnities in line with the Template Call-Off Contract;

Staffing information including personal details.

Supplier proposals in response to change requests.

Joint Schedule 3 (Insurance Requirements)

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Joint Schedule 6 (Key Subcontractors)**1. Restrictions on certain subcontractors**

- 1.1 The Supplier is entitled to sub-contract its obligations under the Framework Contract to the Key Subcontractors set out in the Framework Award Form.
- 1.2 The Supplier is entitled to sub-contract its obligations under a Call-Off Contract to Key Subcontractors listed in the Framework Award Form who are specifically nominated in the Order Form.
- 1.3 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Buyer and the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the information detailed in Paragraph 1.4. The decision of CCS and the Buyer to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a new Key Subcontractor then they will be added to section 21 of the Framework Award Form. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to the Key Subcontractor section of the Order Form. CCS and the Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
 - 1.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 1.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 1.3.3 the proposed Key Subcontractor employs unfit persons.
- 1.4 The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:
 - 1.4.1 the proposed Key Subcontractor's name, registered office and company registration number;
 - 1.4.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 - 1.4.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the CCS and the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
 - 1.4.4 for CCS, the Key Sub-Contract price expressed as a percentage of the total projected Framework Price over the Framework Contract Period;
 - 1.4.5 for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Call Off Contract Period; and

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- 1.4.6 (where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Distress)) of the Key Subcontractor.
- 1.5 If requested by CCS and/or the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.4, the Supplier shall also provide:
 - 1.5.1 a copy of the proposed Key Sub-Contract; and
 - 1.5.2 any further information reasonably requested by CCS and/or the Buyer.
- 1.6 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
 - 1.6.1 provisions which will enable the Supplier to discharge its obligations under the Contracts;
 - 1.6.2 a right under CRTPA for CCS and the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon CCS and the Buyer respectively;
 - 1.6.3 a provision enabling CCS and the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
 - 1.6.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to CCS and/or the Buyer;
 - 1.6.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the Framework Contract in respect of:
 - (a) the data protection requirements set out in Clause 14 of the Core Terms (Data protection);
 - (b) the FOIA and other access request requirements set out in Clause 16 of the Core Terms (When you can share information);
 - (c) the obligation not to embarrass CCS or the Buyer or otherwise bring CCS or the Buyer into disrepute;
 - (d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
 - (e) the conduct of audits set out in Clause 6 of the Core Terms (Record keeping and reporting);
 - 1.6.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on CCS and the Buyer under Clauses 10.4 of the Core Terms (When CCS or the Buyer can end this contract) and 10.5 of the Core Terms (What happens if the contract ends) of this Contract; and

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a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of CCS and the Buyer.

Joint Schedule 3 (Insurance Requirements)

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Joint Schedule 7 (Financial Difficulties)**1. Definitions**

1.1 In this Schedule, the following definitions shall apply:

“Applicable Financial Indicators”	means the financial indicators from Paragraph 5.1 of this Schedule which are to apply to the Monitored Suppliers as set out in Paragraph 5.2 of this Schedule;
“Board”	means the Supplier’s board of directors;
“Board Confirmation”	means written confirmation from the Board in accordance with Paragraph 8 of this Schedule;
“Bronze Contract”	Call-Off Contract categorised as a Bronze contract using the Cabinet Office Contract Tiering Tool;
“Cabinet Office Markets and Suppliers Team”	means the UK Government’s team responsible for managing the relationship between government and its Strategic Suppliers, or any replacement or successor body carrying out the same function;
“Credit Rating Threshold”	the minimum credit rating level for each entity in the FDE Group as set out in Annex 1 to this Schedule;
“FDE Group”	means the [Supplier, Key Sub-contractors (if applicable), and the [Monitored Suppliers]];
“Financial Distress Event”	Any of the events listed in Paragraph 3.1 of this Schedule;
“Financial Distress Remediation Plan”	plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with the Contract in the event that a Financial Distress Event occurs;

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- “Financial Indicators”** respect of the Supplier and Key Sub contractors (if applicable), means each of the financial indicators set out at paragraph 5.1 of this Schedule and in respect of each Monitored Supplier, means those Applicable Financial Indicators;
- “Financial Target Thresholds”** means the target thresholds for each of the Financial Indicators set out at paragraph 5.1 of this Schedule;
- “Monitored Suppliers”** means those entities specified at paragraph 5.2 of this Schedule;
- “Rating Agencies”** the rating agencies listed in Annex 1 of this Schedule;
- “Strategic Supplier”** means those suppliers to the government listed at <https://www.gov.uk/government/publications/strategic-suppliers>.

2. Warranties and duty to notify

2.1 The Supplier warrants and represents to the Relevant Authority for the benefit of the Relevant Authority that as at the Effective Date:

- 2.1.1 the long-term credit ratings issued for each entity in the FDE Group by each of the Rating Agencies are as set out in Annex 2 to this Schedule and;
- 2.1.2 the financial position or, as appropriate, the financial performance of each Supplier, and Key-Subcontractors satisfies the Financial Target Thresholds.

2.2 The Supplier shall promptly (or shall procure that its auditors promptly notify) the Relevant Authority in writing if there is any downgrade in the credit rating issued by any Rating Agency for any entity in the FDE Group (and in any event within five (5) Working Days of the occurrence of the downgrade).

2.3 The Supplier shall:

- 2.3.1 regularly monitor the credit ratings of each entity in the FDE Group with the Rating Agencies;
- 2.3.2 monitor and report on the Financial Indicators for each entity in the FDE Group against the Financial Target Thresholds at least at the frequency set out for each at Paragraph 5.1 (where specified) and in any event, on a regular basis and no less than once a year within ninety (90) days after the Accounting Reference Date; and

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2.3.3 promptly notify (or shall procure that its auditors promptly notify) the Relevant Authority in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event (and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event).

2.4 For the purposes of determining whether a Financial Distress Event has occurred, pursuant to the provisions of Paragraph 3.1 and for the purposes of determining relief under Paragraph 7.1, the credit rating of an FDE Group entity shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated that entity at or below the applicable Credit Rating Threshold.

3. Financial Distress events

3.1 The following shall be Financial Distress Events:

- 3.1.1 the credit rating of an FDE Group entity dropping below the applicable Credit Rating Threshold;
- 3.1.2 an FDE Group entity issuing a profits warning to a stock exchange or making any other public announcement, in each case about a material deterioration in its financial position or prospects;
- 3.1.3 there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of an FDE Group entity;
- 3.1.4 an FDE Group entity committing a material breach of covenant to its lenders;
- 3.1.5 a Key Sub-contractor notifying CCS or the Buyer that the Supplier has not satisfied any material sums properly due under a specified invoice and not subject to a genuine dispute;
- 3.1.6 any of the following:
 - (a) commencement of any litigation against an FDE Group entity with respect to financial indebtedness greater than £5m or obligations under a service contract with a total contract value greater than £5m;
 - (b) non-payment by an FDE Group entity of any financial indebtedness;
 - (c) any financial indebtedness of an FDE Group entity becoming due as a result of an event of default;

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(d) the cancellation or suspension of any financial indebtedness in respect of an FDE Group entity; or

(e) the external auditor of an FDE Group entity expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that FDE entity;

in each case which the Relevant Authority reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance and delivery of the Deliverables in accordance with the Contract; and

3.1.7 any [one] of the Financial Indicators set out at Paragraph 5 for any of the FDE Group entities failing to meet the required Financial Target Threshold.

4. Consequences of Financial Distress events

4.1 Immediately upon notification by the Supplier of a Financial Distress Event (or if the Relevant Authority becomes aware of a Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and the Relevant Authority shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.

4.2 In the event of a late or non-payment of a Key Sub-contractor pursuant to Paragraph 3.1.5, the Relevant Authority shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier ten (10) Working Days to:

4.2.1 rectify such late or non-payment; or

4.2.2 demonstrate to the Relevant Authority's reasonable satisfaction that there is a valid reason for late or non-payment.]

4.3 The Supplier shall (and shall procure that any Monitored Supplier, and/or any relevant Key-Subcontractor (if applicable) shall):

4.3.1 at the request of the Relevant Authority meet the Relevant Authority as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) or such other period as the Relevant Authority may permit and notify to the Supplier in writing) to review the effect of the Financial Distress Event on the continued performance and delivery of the Services in accordance with the Contract; and

4.3.2 where the Relevant Authority reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1) that the Financial Distress Event could impact on the continued performance of each Contract and delivery of the Deliverables in accordance with each Call-Off Contract:

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- (a) submit to the Relevant Authority for its Approval, a draft Financial Distress Remediation Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event) or such other period as the Relevant Authority may permit and notify to the Supplier in writing; and
- (b) to the extent that it is legally permitted to do so and subject to Paragraph 4.8, provide such information relating to the Supplier, any Monitored Supplier and/or Key Sub-Contractors as the Buyer may reasonably require in order to understand the risk to the Deliverables, which may include forecasts in relation to cash flow, orders and profits and details of financial measures being considered to mitigate the impact of the Financial Distress Event.

4.4 The Relevant Authority shall not withhold its approval of a draft Financial Distress Remediation Plan unreasonably. If the Relevant Authority does not approve the draft Financial Distress Remediation Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Remediation Plan, which shall be resubmitted to the Relevant Authority within five (5) Working Days of the rejection of the first draft. This process shall be repeated until the Financial Distress Remediation Plan is approved by the Relevant Authority or referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms under Paragraph 4.5.

4.5 If the Relevant Authority considers that the draft Financial Distress Remediation Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not ensure the continued performance of the Supplier's obligations in accordance with the Contract, then it may either agree a further time period for the development and agreement of the Financial Distress Remediation Plan or escalate any issues with the draft Financial Distress Remediation Plan using the Dispute Resolution Procedure in Clause 34 of the Core Terms.

4.6 Following Approval of the Financial Distress Remediation Plan by CCS, the Supplier shall:

4.6.1 on a regular basis (which shall not be less than fortnightly)

- (a) review and make any updates to the Financial Distress Remediation Plan as the Supplier may deem reasonably necessary and/or as may be reasonably requested by the Relevant Authority, so that the plan remains adequate, up to date and ensures the continued performance and delivery of the Deliverables in accordance with Contract; and

4.6.2 where updates are made to the Financial Distress Remediation Plan in accordance with Paragraph 4.6.1, submit an updated Financial Distress Remediation Plan to the

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Relevant Authority for its approval, and the provisions of Paragraphs 4.4 and 4.5 shall apply to the review and approval process for the updated Financial Distress Remediation Plan; and

- 4.6.3 comply with the Financial Distress Remediation Plan (including any updated Financial Distress Remediation Plan) and ensure that it achieves the financial and performance requirements set out in the Financial Distress Remediation Plan.

4.7 Where the Supplier reasonably believes that the relevant Financial Distress Event under Paragraph 4.1 (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Relevant Authority and the Parties may agree that the Supplier shall be relieved of its obligations under Paragraph 4.6.

4.8 The Supplier shall use reasonable endeavours to put in place the necessary measures to ensure that the information specified at paragraph 4.3.2(b) is available when required and on request from the Relevant Authority and within reasonable timescales. Such measures may include:

- 4.8.1 obtaining in advance written authority from Key Sub-contractors, and/or Monitored Suppliers authorising the disclosure of the information to the Buyer and/or entering into confidentiality agreements which permit disclosure;
- 4.8.2 agreeing in advance with the Relevant Authority, Key Sub-contractors (if applicable) and/or Monitored Suppliers a form of confidentiality agreement to be entered by the relevant parties to enable the disclosure of the information to the Relevant Authority;
- 4.8.3 putting in place any other reasonable arrangements to enable the information to be lawfully disclosed to the Relevant Authority (which may include making price sensitive information available to the Relevant Authority's nominated personnel through confidential arrangements, subject to their consent); and
- 4.8.4 disclosing the information to the fullest extent that it is lawfully entitled to do so, including through the use of redaction, anonymisation and any other techniques to permit disclosure of the information without breaching a duty of confidentiality.

5. Financial Indicators

5.1 Subject to the calculation methodology set out at Annex 3 of this Schedule, the Financial Indicators and the corresponding calculations and

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thresholds used to determine whether a Financial Distress Event has occurred in respect of those Financial Indicators, shall be as follows:

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Financial Indicator	Calculation¹	Financial Target Threshold:	Monitoring and Reporting Frequency if different from the default position set out in Paragraph 2.3.2
1 Operating Margin	<i>[Operating Margin = Operating Profit / Revenue]</i>	>5%	<i>As set out in paragraph 2.3.2</i>
2 Net Debt Ratio	<i>[Net Debt to EBITDA ratio = Net Debt / EBITDA]</i>	< 3.5 times	<i>As set out in paragraph 2.3.2</i>
3 Net Debt + Net Pension Deficit to EBITDA ratio	<i>[Net Debt + Net Pension Deficit to EBITDA Ratio = (Net Debt + Net Pension Deficit) / EBITDA]</i>	< 5.0 times	<i>As set out in paragraph 2.3.2</i>

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4 Net Interest Paid Cover	<i>[Net Interest Paid Cover = Earnings Before Interest and Tax / Net Interest Paid]</i>	<i>> 3.0 times</i>	<i>As set out in paragraph 2.3.2</i>
5 Acid Ratio	<i>[Acid Ratio = (Current Assets – Inventories) / Current Liabilities]</i>	<i>> 0.8</i>	<i>As set out in paragraph 2.3.2</i>
6 Net Asset value	<i>[Net Asset Value = Net Assets]</i>	<i>> £0</i>	<i>As set out in paragraph 2.3.2</i>
7 Group Exposure Ratio	<i>[Group Exposure / Gross Assets]</i>	<i>< 50%</i>	<i>As set out in paragraph 2.3.2</i>

Key: 1 – see Annex 3 to this Schedule which sets out the calculation methodology to be used in the calculation of each financial indicator.

Framework Ref: RM6116

Project Version: v1.0

Model Version: v3.1

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5.2 Monitored Suppliers

Monitored Supplier	Applicable Financial Indicators (these are the Financial Indicators from the table in section 5.1 which are to apply to the Monitored Suppliers)
Key sub-contractor (if applicable)	1 - Operating Margin 2 -Net Debt Ratio 3 - Net Debt + Net Pension Deficit to EBITDA ratio 4 - Net Interest Paid Cover 5 - Acid Ratio 6 - Net Asset value 7 - Group Exposure Ratio

6. Termination Rights

6.1 The Relevant Authority shall be entitled to terminate the Contract if:

- 6.1.1 the Supplier fails to notify the Relevant Authority of a Financial Distress Event in accordance with Paragraph 2.3.3;
- 6.1.2 the Parties fail to agree a Financial Distress Remediation Plan (or any updated Financial Distress Remediation Plan) in accordance with Paragraphs 4.3 to 4.5; and/or

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- 6.1.3 the Supplier fails to comply with the terms of the Financial Distress Remediation Plan (or any updated Financial Distress Remediation Plan) in accordance with Paragraph 4.6.3.

which shall be deemed to be an event to which Clause 10.4.1 of the Core Terms applies and Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply accordingly.

- 6.2 If the Contract is terminated in accordance with Paragraph 5.1, Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply as if the Contract had been terminated under Clause 10.4.1.

7. Primacy of Credit Ratings

- 7.1 Without prejudice to the Supplier's obligations and the Relevant Authority's rights and remedies under Paragraph 2, if, following the occurrence of a Financial Distress Event, pursuant to any of Paragraphs 3.1.2 to 3.1.7, the Rating Agencies review and report subsequently that the credit ratings for the FDE Group entities do not drop below the relevant Credit Rating Thresholds specified for those entities in Annex 2 to this Schedule,, then:

- 7.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6; and
- 7.1.2 the Relevant Authority shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.3.2(b).

8. Board confirmation

- 8.1 If the Contract has been specified as a Critical Service Contract under Paragraph 1.1 of Part B of Annex 1 to Call-Off Schedule 8 (Business Continuity and Disaster Recovery) (if applicable) then, subject to Paragraph 8.4 of this Schedule, the Supplier shall within ninety (90) days after each Accounting Reference Date or within 15 months of the previous Board Confirmation (whichever is the earlier) provide a Board Confirmation to the Relevant Authority in the form set out at Annex 4 to this Schedule, confirming that to the best of the Board's knowledge and belief, it is not aware of and has no knowledge:

- 8.1.1 that a Financial Distress Event has occurred since the later of the Effective Date or the previous Board Confirmation or is subsisting; or
- 8.1.2 of any matters which have occurred or are subsisting that could reasonably be expected to cause a Financial Distress Event.

- 8.2 The Supplier shall ensure that in its preparation of the Board Confirmation it exercises due care and diligence and has made reasonable enquiry of all relevant Supplier Staff and other persons as is reasonably necessary to understand and confirm the position.

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8.3 In respect of the first Board Confirmation to be provided under this Contract, the Supplier shall provide the Board Confirmation within 15 months of the Effective Date if earlier than the timescale for submission set out in Paragraph 8.1 of this Schedule.

8.4 Where the Supplier is unable to provide a Board Confirmation in accordance with Paragraphs 8.1 to 8.3 of this Schedule due to the occurrence of a Financial Distress Event or knowledge of subsisting matters which could reasonably be expected to cause a Financial Distress Event, it will be sufficient for the Supplier to submit in place of the Board Confirmation, a statement from the Board of Directors to the Buyer (and where the Supplier is a Strategic Supplier, the Supplier shall send a copy of the statement to the Cabinet Office Markets and Suppliers Team) setting out full details of any Financial Distress Events that have occurred and/or the matters which could reasonably be expected to cause a Financial Distress Event.

9. Optional Clauses

9.1 Where a Buyer's Call-Off Contract is a Bronze Contract, if specified in the Order Form, the terms at Annex 5 shall apply to the Call-Off Contract in place of the foregoing terms of this Joint Schedule 7.

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Annex 1: Rating Agencies and their standard Rating System

Dun & Bradstreet

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Annex 2: Credit Ratings and Credit Rating Thresholds

Entity	Credit rating (long term)
Supplier	30
Key sub-contractor (if applicable)	30

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Annex 3: Calculation methodology for Financial Indicators

The Supplier shall ensure that it uses the following general and specific methodologies for calculating the Financial Indicators against the Financial Target Thresholds:

General methodology

- 1 *Terminology:* The terms referred to in this Annex are those used by UK companies in their financial statements. Where the entity is not a UK company, the corresponding items should be used even if the terminology is slightly different (for example a charity would refer to a surplus or deficit rather than a profit or loss).

- 2 *Groups:* Where the entity is the holding company of a group and prepares consolidated financial statements, the consolidated figures should be used.

- 3 *Foreign currency conversion:* Figures denominated in foreign currencies should be converted at the exchange rate in force at the relevant date for which the Financial Indicator is being calculated.

- 4 *Treatment of non-underlying items:* Financial Indicators should be based on the figures in the financial statements before adjusting for non-underlying items.

Specific Methodology

Financial Indicator	Specific Methodology
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1 [Operating Margin]	<p>[The elements used to calculate the Operating Margin should be shown on the face of the Income Statement in a standard set of financial statements.</p> <p>Figures for Operating Profit and Revenue should exclude the entity’s share of the results of any joint ventures or Associates.</p> <p>Where an entity has an operating loss (i.e. where the operating profit is negative), Operating Profit should be taken to be zero.]</p>
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<p>2</p> <p>[Free Cash Flow to Net Debt Ratio]</p>	<p><i>[“Free Cash Flow” = Net Cash Flow from Operating Activities – Capital Expenditure</i></p> <p><i>“Capital Expenditure” = Purchase of property, plant & equipment + purchase of intangible assets</i></p> <p><i>“Net Debt” = Bank overdrafts + Loans and borrowings + Finance Leases + Deferred consideration payable – Cash and cash equivalents</i></p> <p>The majority of the elements used to calculate the Free Cash Flow to Net Debt Ratio should be shown on the face of the Statement of Cash Flows and the Balance Sheet in a standard set of financial statements.</p> <p><i>Net Cash Flow from Operating Activities:</i> This should be stated after deduction of interest and tax paid.</p> <p><i>Capital expenditure:</i> The elements of capital expenditure may be described slightly differently but will be found under ‘Cash flows from investing activities’ in the Statement of Cash Flows; they should be limited to the purchase of fixed assets (including intangible assets) for the business and exclude acquisitions. The figure should be shown gross without any deduction for any proceeds of sale of fixed assets.</p> <p><i>Net Debt:</i> The elements of Net Debt may also be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest bearing liabilities (other than retirement benefit obligations) should be treated as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but not non-designated hedges). Borrowings should also include balances owed to other group members.</p> <p>Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing.</p> <p>Cash and cash equivalents should include short-term financial investments shown in current assets.</p>
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<p>OR</p> <p>[Net Debt to EBITDA Ratio]</p>	<p>Where Net debt is negative (i.e. an entity has net cash), the relevant Financial Target Threshold should be treated as having been met.]</p> <p>OR</p> <p><i>["Net Debt" = Bank overdrafts + Loans and borrowings + Finance leases + Deferred consideration payable – Cash and cash equivalents</i></p> <p><i>"EBITDA" = Operating profit + Depreciation charge + Amortisation charge</i></p> <p>The majority of the elements used to calculate the Net Debt to EBITDA Ratio should be shown on the face of the Balance sheet, Income statement and Statement of Cash Flows in a standard set of financial statements but will otherwise be found in the notes to the financial statements.</p> <p><i>Net Debt.</i> The elements of Net Debt may be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest bearing liabilities (other than retirement benefit obligations) should be included as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but not non-designated hedges). Borrowings should also include balances owed to other group members.</p> <p>Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing.</p> <p>Cash and cash equivalents should include short-term financial investments shown in current assets.</p> <p>Where Net debt is negative (i.e. an entity has net cash), the relevant Financial Target Threshold should be treated as having been met.</p> <p><i>EBITDA:</i> Operating profit should be shown on the face of the Income Statement and, for the purposes of calculating this Financial Indicator, should include the entity's share of the results of any joint ventures or Associates. <i>The depreciation and amortisation charges for the period may</i></p>
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	<i>be found on the face of the Statement of Cash Flows or in a Note to the Accounts. Where EBITDA is negative, the relevant Financial Target Threshold should be treated as not having been met (unless Net Debt is also negative, in which case the relevant Financial Target Threshold should be treated as having been met).]</i>
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<p>3</p> <p>[Net Debt + Net Pension Deficit to EBITDA ratio]</p>	<p><i>["Net Debt" = Bank overdrafts + Loans and borrowings + Finance leases + Deferred consideration payable – Cash and cash equivalents</i></p> <p><i>"Net Pension Deficit" = Retirement Benefit Obligations – Retirement Benefit Assets</i></p> <p><i>"EBITDA" = Operating profit + Depreciation charge + Amortisation charge</i></p> <p>The majority of the elements used to calculate the Net Debt + Net Pension Deficit to EBITDA Ratio should be shown on the face of the Balance sheet, Income statement and Statement of Cash Flows in a standard set of financial statements but will otherwise be found in the notes to the financial statements.</p> <p><i>Net Debt.</i> The elements of Net Debt may be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest bearing liabilities (other than retirement benefit obligations) should be included as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but <i>not</i> non-designated hedges). Borrowings should also include balances owed to other group members.</p> <p>Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing.</p> <p>Cash and cash equivalents should include short-term financial investments shown in current assets.</p> <p><i>Net Pension Deficit.</i> Retirement Benefit Obligations and Retirement Benefit Assets may be shown on the face of the Balance Sheet or in the notes to the financial statements. They may also be described as pension benefits / obligations, post-employment obligations or other similar terms.</p> <p>Where 'Net Debt + Net Pension Deficit' is negative, the relevant Financial Target Threshold should be treated as having been met.</p>
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EBITDA: Operating profit should be shown on the face of the Income Statement and, for the purposes of calculating this Financial Indicator, should include the entity's share of the results of any joint ventures or Associates.

The depreciation and amortisation charges for the period may be found on the face of the Statement of Cash Flows or in a Note to the Accounts.

Where EBITDA is negative, the relevant Financial Target Threshold should be treated as not having been met (unless 'Net Debt + Net Pension Deficit' is also negative, in which case the relevant Financial Target Threshold should be regarded as having been met).]

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<p>4</p> <p>[Net Interest Paid Cover]</p>	<p><i>[“Earnings Before Interest and Tax” = Operating profit</i></p> <p><i>“Net Interest Paid” = Interest paid – Interest received</i></p> <p>Operating profit should be shown on the face of the Income Statement in a standard set of financial statements and, for the purposes of calculating this Financial Indicator, should include the entity’s share of the results of any joint ventures or Associates.</p> <p>Interest received and interest paid should be shown on the face of the Cash Flow statement.</p> <p>Where Net interest paid is negative (i.e. the entity has net interest received), the relevant Financial Target Threshold should be treated as having been met.]</p>
<p>5</p> <p>[Acid Ratio]</p>	<p>[All elements that are used to calculate the Acid Ratio are available on the face of the Balance Sheet in a standard set of financial statements.]</p>
<p>6</p> <p>[Net Asset value]</p>	<p>[Net Assets are shown (but sometimes not labelled) on the face of the Balance Sheet of a standard set of financial statements. Net Assets are sometimes called net worth or ‘Shareholders’ Funds’. They represent the net assets available to the shareholders. Where an entity has a majority interest in another entity in which there are also minority or non-controlling interests (i.e. where it has a subsidiary partially owned by outside investors), Net Assets should be taken inclusive of minority or non-controlling interests (as if the entity owned 100% of such entity).]</p>

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<p>7</p> <p>[Group Exposure Ratio]</p>	<p><i>[“Group Exposure” = Balances owed by Group Undertakings + Contingent liabilities assumed in support of Group Undertakings</i></p> <p><i>“Gross Assets” = Fixed Assets + Current Assets</i></p> <p><i>Group Exposure:</i> Balances owed by (ie receivable from) Group Undertakings are shown within Fixed assets or Current assets either on the face of the Balance Sheet or in the relevant notes to the financial statements. In many cases there may be no such balances, in particular where an entity is not a member of a group or is itself the ultimate holding company of the group.</p> <p>Contingent liabilities assumed in support of Group Undertakings are shown in the Contingent Liabilities note in a standard set of financial statements. They include guarantees and security given in support of the borrowings of other group companies, often as part of group borrowing arrangements. Where the contingent liabilities are capped, the capped figure should be taken as their value. Where no cap or maximum is specified, the relevant Financial Target Threshold should automatically be regarded as not having been met.</p> <p>In many cases an entity may not have assumed any contingent liabilities in support of Group Undertakings, in particular where an entity is not a member of a group or is itself the ultimate holding company of the group.</p> <p><i>Gross Assets:</i> Both Fixed assets and Current assets are shown on the face of the Balance Sheet]</p>
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ANNEX 4: BOARD CONFIRMATION

Supplier Name:

Contract Reference Number:

The Board of Directors acknowledge the requirements set out at paragraph 8 of Joint Schedule 7 (*Financial Distress*) and confirm that the Supplier has exercised due care and diligence and made reasonable enquiry of all relevant Supplier Staff and other persons as is reasonably necessary to enable the Board to prepare this statement.

The Board of Directors confirms, to the best of its knowledge and belief, that as at the date of this Board Confirmation it is not aware of and has no knowledge:

- (a) that a Financial Distress Event has occurred since the later of the previous Board Confirmation and the Effective Date or is subsisting; or
- (b) of any matters which have occurred or are subsisting that could reasonably be expected to cause a Financial Distress Event

On behalf of the Board of Directors:

Chair

Signed

Date

Director

Signed

Date

ANNEX 5: OPTIONAL CLAUSES FOR BRONZE CONTRACTS

1. Definitions

1.1 In this Annex 5, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Credit Rating Threshold"	the minimum credit rating level for the Monitored Company as set out in Appendix 2;
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"Financial Distress Event"	the occurrence or one or more of the following events: <ul style="list-style-type: none">a) the credit rating of the Monitored Company dropping below the applicable Credit Rating Threshold;b) the Monitored Company issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Party;d) Monitored Company committing a material breach of covenant to its lenders;e) a Key Subcontractor (where applicable) notifying CCS that the Supplier has not satisfied any sums properly due under a
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specified invoice and not subject to a genuine dispute; or

- f) any of the following:
- i) commencement of any litigation against the Monitored Company with respect to financial indebtedness or obligations under a contract;
 - ii) non-payment by the Monitored Company of any financial indebtedness;
 - iii) any financial indebtedness of the Monitored Company becoming due as a result of an event of default; or
 - iv) the cancellation or suspension of any financial indebtedness in respect of the Monitored Company

in each case which the Relevant Authority reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance of any Contract and delivery of the Deliverables in accordance with any Call-Off Contract;

**"Financial
Distress
Service
Continuity
Plan"**

a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with [each Call-Off] Contract in the event that a Financial Distress Event occurs;

**"Monitored
Company"**

Supplier or any Key Subcontractor (if applicable)

**"Rating
Agencies"**

the rating agencies listed in Appendix 1.

2. When this Schedule applies

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2.1 The Parties shall comply with the provisions of this Annex 5 in relation to the assessment of the financial standing of the Monitored Companies and the consequences of a change to that financial standing.

2.2 The terms of this Annex 5 shall survive:

2.2.1 under the Framework Contract until the later of (a) the termination or expiry of the Framework Contract or (b) the latest date of termination or expiry of any call-off contract entered into under the Framework Contract (which might be after the date of termination or expiry of the Framework Contract); and

2.2.2 under the Call-Off Contract until the termination or expiry of the Call-Off Contract.

3. What happens when your credit rating changes

3.1 The Supplier warrants and represents to the Relevant Authority that as at the Start Date the long term credit ratings issued for the Monitored Companies by each of the Rating Agencies are as set out in Appendix 2.

3.2 The Supplier shall promptly (and in any event within five (5) Working Days) notify the Relevant Authority in writing if there is any downgrade in the credit rating issued by any Rating Agency for a Monitored Company.

3.3 If there is any downgrade credit rating issued by any Rating Agency for the Monitored Company the Supplier shall ensure that the Monitored Company's auditors thereafter provide the Relevant Authority within 10 Working Days of the end of each Contract Year and within 10 Working Days of written request by the Relevant Authority (such requests not to exceed 4 in any Contract Year) with written calculations of the quick ratio for the Monitored Company as at the end of each Contract Year or such other date as may be requested by the Relevant Authority. For these purposes the "quick ratio" on any date means:

$$\frac{A + B + C}{D}$$

where:

A is the value at the relevant date of all cash in hand and at the bank of the Monitored Company];

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- B is the value of all marketable securities held by the Supplier the Monitored Company determined using closing prices on the Working Day preceding the relevant date;
- C is the value at the relevant date of all account receivables of the Monitored]; and
- D is the value at the relevant date of the current liabilities of the Monitored Company].

3.4 The Supplier shall:

- 3.4.1 regularly monitor the credit ratings of each Monitored Company with the Rating Agencies; and
- 3.4.2 promptly notify (or shall procure that its auditors promptly notify) the Relevant Authority in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.

3.5 For the purposes of determining whether a Financial Distress Event has occurred the credit rating of the Monitored Company shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the Monitored Company at or below the applicable Credit Rating Threshold.

4. What happens if there is a financial distress event

4.1 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if the Relevant Authority becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and the Relevant Authority shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6 of this Annex 5.

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4.2 [In the event that a Financial Distress Event arises due to a Key Subcontractor notifying the Relevant Authority that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute then, the Relevant Authority shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier ten (10) Working Days to:

4.2.1 rectify such late or non-payment; or

4.2.2 demonstrate to the Relevant Authority's reasonable satisfaction that there is a valid reason for late or non-payment.]

4.3 The Supplier shall and shall procure that the other Monitored Companies shall:

4.3.1 at the request of the Relevant Authority meet the Relevant Authority as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of each Contract and delivery of the Deliverables in accordance each Call-Off Contract; and

4.3.2 where the Relevant Authority reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1) that the Financial Distress Event could impact on the continued performance of each Contract and delivery of the Deliverables in accordance with each Call-Off Contract:

(a) submit to the Relevant Authority for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event); and

(b) provide such financial information relating to the Monitored Company as the Relevant Authority may reasonably require.

4.4 If the Relevant Authority does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to the Relevant Authority within five (5) Working

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Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is Approved by the Relevant Authority or referred to the Dispute Resolution Procedure.

4.5 If the Relevant Authority considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.

4.6 Following Approval of the Financial Distress Service Continuity Plan by the Relevant Authority, the Supplier shall:

4.6.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance each Contract and delivery of the Deliverables in accordance with each Call-Off Contract;

4.6.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 4.6.1, submit an updated Financial Distress Service Continuity Plan to CCS for its Approval, and the provisions of Paragraphs 4.5 and 4.6 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and

4.6.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).

4.7 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Relevant Authority and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 4.6.

4.8 CCS shall be able to share any information it receives from the Buyer in accordance with this Paragraph with any Buyer who has entered into a Call-Off Contract with the Supplier.

5. When CCS or the Buyer can terminate for financial distress

5.1 CCS shall be entitled to terminate this Contract and Buyers shall be entitled to terminate their Call-Off Contracts for material Default if:

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- 5.1.1 the Supplier fails to notify the Relevant Authority of a Financial Distress Event in accordance with Paragraph 3.4;
- 5.1.2 The Relevant Authority and the Supplier fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 4.3 to 4.5; and/or
- 5.1.3 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 4.6.3.

5.2 If the Contract is terminated in accordance with Paragraph 5.1, Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply as if the Contract had been terminated under Clause 10.4.1.

6. What happens If your credit rating is still good

6.1 Without prejudice to the Supplier's obligations and CCS' and the Buyer's rights and remedies under Paragraph 5, if, following the occurrence of a Financial Distress Event, the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:

- 6.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6; and
- 6.1.2 The Relevant Authority shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.3.2(b).

APPENDIX 1: RATING AGENCIES

[Rating Agency 1]

[Rating Agency 2]

APPENDIX 2: CREDIT RATINGS & CREDIT RATING THRESHOLDS**Part 1: Current Rating**

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Entity	Credit rating (long term)
Supplier	[D&B Threshold]
[Key Subcontractor (if applicable)]	

Joint Schedule 9 (Minimum Standards of Reliability) – NOT APPLICABLE**1. Standards**

1.1 No Call-Off Contract with an anticipated contract value in excess of £20 million (excluding VAT) shall be awarded to the Supplier if it does not show that it meets the minimum standards of reliability as set out in the Contract Notice released on the Find a Tender Service reference; 2022/S 000-032820 (FTS Contract Notice) (“Minimum Standards of Reliability”) at the time of the proposed award of that Call-Off Contract.

1.2 CCS shall assess the Supplier’s compliance with the Minimum Standards of Reliability:

1.2.1 upon the request of any Buyer; or

1.2.2 whenever it considers (in its absolute discretion) that it is appropriate to do so.

1.3 In the event that the Supplier does not demonstrate that it meets the Minimum Standards of Reliability in an assessment carried out pursuant to Paragraph 1.2, CCS shall so notify the Supplier (and any Buyer in writing) and the CCS reserves the right to terminate its Framework Contract for material Default under Clause 10.4 of the Core Terms (When CCS or the Buyer can end this contract).

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Joint Schedule 10 (Rectification Plan)

Request for [Revised] Rectification Plan		
Details of the Default:	[Guidance: Explain the Default, with clear schedule and clause references as appropriate]	
Deadline for receiving the [Revised] Rectification Plan:	[add date (minimum 10 days from request)]	
Signed by [CCS/Buyer] :		Date:
Supplier [Revised] Rectification Plan		
Cause of the Default	[add cause]	
Anticipated impact assessment:	[add impact]	
Actual effect of Default:	[add effect]	
Steps to be taken to rectification:	Steps	Timescale
	1.	[date]
	2.	[date]
	3.	[date]
	4.	[date]
	[...]	[date]
Timescale for complete Rectification of Default	[X] Working Days	
Steps taken to prevent recurrence of Default	Steps	Timescale
	1.	[date]
	2.	[date]
	3.	[date]
	4.	[date]

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	[...]	[date]	
Signed by the Supplier:		Date:	
Review of Rectification Plan [CCS/Buyer]			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[add reasons]		
Signed by [CCS/Buyer]		Date:	

Joint Schedule 11 (Processing Data)

To be confirmed in accordance with the Break Clause.

Definitions

1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

“Processor Personnel” all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;

Status of the Controller

2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:
 - (a) “Controller” in respect of the other Party who is “Processor”;
 - (b) “Processor” in respect of the other Party who is “Controller”;
 - (c) “Joint Controller” with the other Party;

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- (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,

in respect of certain Personal Data under a Contract and shall specify in Annex 1 of this Joint Schedule 11 (*Processing Personal Data*) which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 of this Joint Schedule 11 (*Processing Personal Data*) by the Controller.
4. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged Processing and the purpose of the Processing;
 - (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
 - (a) Process that Personal Data only in accordance with Annex 1 of this Joint Schedule 11 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :

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- (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 of this Joint Schedule 11 (*Processing Personal Data*));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*) of the Core Terms;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
 - (d) not transfer Personal Data outside of the UK or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
 - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
7. Subject to paragraph 8 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);

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- (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Personal Data Breach.
8. The Processor's obligation to notify under paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
9. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 7 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
10. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the Processing is not occasional;
 - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.

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11. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
12. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
13. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
 - (a) notify the Controller in writing of the intended Subprocessor and Processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
14. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
15. The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

17. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11.

Independent Controllers of Personal Data

18. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
19. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.

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20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 18 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
21. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
22. The Parties shall only provide Personal Data to each other:
 - (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
 - (c) where it has recorded it in Annex 1 of this Joint Schedule 11 (*Processing Personal Data*).
23. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
25. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
 - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:

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- (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
- 26. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
 - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;
 - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
- 27. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 of this Joint Schedule 11 (*Processing Personal Data*).
- 28. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 of this Joint Schedule 11 (*Processing Personal Data*).
- 29. Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 28 of this Joint Schedule 11.

Joint Schedule 3 (Insurance Requirements)

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Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

- 1.1 The contact details of the Relevant Authority's Data Protection Officer are:
[REDACTED]
- 1.2 The contact details of the Supplier's Data Protection Officer are:
[REDACTED]
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that the Supplier is not acting in the capacity of the Relevant Authority's Processor for Personal Data Processed for the Services in the Service Offer, and so paragraph 3 to paragraph 16 of this Joint Schedule 11 do not apply to the Processing of Personal Data for the Services in the Service Offer.</p> <p>The Supplier is Controller and the Relevant Authority is Processor</p> <p>The Parties acknowledge that the Relevant Authority is not acting in the capacity of the Supplier's Processor for Personal Data Processed for the Services in the Service Offer, and so paragraph 3 to paragraph 16 of this Joint Schedule 11 do not apply to the Processing of Personal Data for the Services in the Service Offer.</p> <p>The Parties are Joint Controllers</p> <p>The Parties acknowledge that they do not act in the capacity of Joint Controllers to each other for Personal Data Processed for the Services in the Service Offer, and so paragraph 17 and Annex 2 of</p>

Joint Schedule 3 (Insurance Requirements)

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	<p>this Joint Schedule 11 does not apply to the Processing of Personal Data for the Services in the Service Offer.</p> <p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of the following for Personal Data Processed for the Services in the Service Offer:</p> <ul style="list-style-type: none"> ● “Operational Data”, which may include: <ul style="list-style-type: none"> ○ Business contact details of Supplier Personnel, and any other Personal Data incidentally processed operationally for the performance of the Call off Contract, for which the Supplier is the Independent Controller; ○ Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority’s duties under the Contract), any other Personal Data incidentally processed operationally for the performance of the Call off Contract for which the Relevant Authority is the Independent Controller; and ○ any Personal Data that is processed incidentally as part of a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, for which the Supplier is the Independent Controller. ● As outlined in Paragraph 29, where the Supplier has professional or regulatory obligations in respect of Personal Data Processed for the provision of the Services in the Service Offer, including Traffic Data, for which the Supplier shall be an Independent Controller. Traffic Data shall mean any data processed for the purpose of the conveyance of a communication on electronic communications network and for billing, which may include Personal Data.
Duration of the Processing	As they are acting as an Independent Controller, the Supplier’s processing of Personal Data shall be in accordance with its privacy policy.

Joint Schedule 3 (Insurance Requirements)

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	As they are acting as an Independent Controller, Relevant Authority's processing of Operational Data shall be in accordance with Relevant Authority's privacy policy.
Nature and purposes of the Processing	<p><u>Nature of the processing:</u> collection, recording, organisation, structuring, storage (including hosting), analysis, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) and any other purpose stated within the Service Offer.</p> <p><u>Purpose:</u> the provision and operation of the Service Offer.</p>
Type of Personal Data	<p><u>Operational Data may include the following:</u> Business contact information such as name, email address, work address, telephone and fax numbers, gender, title, security clearances and related security measures, e-signature, user account and identity verification information, complaints and escalations, customer care contact information, requests for access to personal data, correspondence relating to customer care, cookies, mobile device identifiers, serial number/SIM card number, pseudonymous profiles, marketing preferences, emails from and to Buyer's users relating to the Service, device-based or device-related data for corporate devices and any other category of Personal Data as stated within the Service Offer.</p> <p><u>Traffic Data may include the following:</u> Network/Services usage information, such as IP address, call information (duration, start/end time), network events/activity logs/browsing logs, TAP files, volume (i.e. amount of mins/SMS), location data and system access or audit logs and any other purpose stated within the Service Offer.</p>
Categories of Data Subject	In respect of Operational Data and Traffic Data, the other Party's employees or representatives.

Joint Schedule 3 (Insurance Requirements)

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<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p>As they are acting as an Independent Controller, the Relevant Authority’s retention and destruction of the Personal Data shall be in accordance with its privacy policy.</p> <p>As they are acting as an Independent Controller, the Supplier’s retention and destruction of the Personal Data shall be in accordance with its privacy policy.</p>
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Joint Schedule 3 (Insurance Requirements)

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Annex 2 - Joint Controller Agreement

Intentionally Blank – The Parties acknowledge that they do not act in the capacity of Joint Controllers to each other for Personal Data Processed for the Services in the Service Offer, and so paragraph 17 and Annex 2 of this Joint Schedule 11 does not apply to the Processing of Personal Data for the Services in the Service Offer.

Joint Schedule 3 (Insurance Requirements)

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Annex 3 – Supplier’s Explanatory Statement

The contents of this Annex are meant for explanatory purposes only and do not form part of the Call-Off Contract.

General

Vodafone is a Data Controller in respect of ‘connectivity’ services. Connectivity services would include mobile services, fixed services such as IP-VPN, DIA, Ethernet Wireline, etc and certain IOT services, to name but a few.

Vodafone will need to process data, including personal data, in order to provide the connectivity services, and it will take decisions about the data needed to allow this to happen and the way in which such data is processed. As a Data Controller, Vodafone complies with all applicable data protection law, including with respect to records of processing. As independent controllers, the Parties to an Agreement owe their data protection obligations directly to the data subjects, not to the other party.

In providing Connectivity services, Vodafone processes two categories of data:

(1) Operational Data (which may include User Personal Data); and

(2) Traffic Data.

Vodafone is an independent data controller in respect of each category of data. This is well established in law and regulatory body guidance.

(1) Operational Data/User Personal Data

What constitutes Operational Data is set out in Joint Schedule 11 Annex 1. It is personal data that is processed ancillary to the provision of the service, such as email signature details of the individuals who work on the account, e.g. the procurement manager of the Customer, billing/finance, etc. Name, email address, telephone number, job title etc is personal data. Operational Data is shared on a Controller to Controller (C2C) basis between the Customer and Vodafone, which as explained above means that each party is independently responsible for complying with their data protection obligations. This may include data in order to facilitate:

- *Account relationship management;*
- *Sending bills;*
- *Order fulfilment/delivery;*
- *Customer service.*

In collecting and processing User Personal Data for operational purposes (i.e. billing and customer services), Vodafone determines substantial questions which are essential to the core lawfulness of processing – such as data to be processed, length of storage, access – which are determined by a Data Controller. Vodafone determines:

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- *which items of personal data to collect (if a Customer user contacts Vodafone with a technical issue, Vodafone decides what personal data is needed for the purpose of providing that technical support Vodafone receives no prior instruction from the Customer as to what items of personal data to collect because that falls within Vodafone's expertise and determination);*
- *the purposes the data is to be used for (to bill transmissions and communications and to trouble-shoot technical issues – these are Vodafone's purposes, not the Customer's purposes.);*
- *which individuals to collect data about (according to what is necessary to fulfil Vodafone's purposes, not the Customer's purposes);*
- *whether subject access and other individuals' rights apply (if Vodafone is required by an enforcement agency to disclose certain personal data (e.g. location data), Vodafone will decide if and how to comply with the request, which data to provide or withhold and what format to supply it in); and*
- *how long to retain the data (again, according to what is necessary to fulfil Vodafone's purposes. Vodafone's privacy policy sets this out to users:
<https://www.vodafone.co.uk/privacy>).*

Any record of processing table / information requested by a Customer relates to Data Processor obligations, so is therefore not applicable to Vodafone in its capacity as a Data Controller.

(2) Traffic Data

*Traffic Data is defined directly in PECR and is also set out in Joint Schedule 11 Annex 1 .
Examples of Traffic Data are as follows:*

- *Delivering user communications;*
- *Calculating charges pertaining to users/the service;*
- *Identifying threats to the network/services and protecting against the same;*
- *Understanding communication flow through the network/services in order to inform network and service development and roll-out plans;*
- *Internal use for development and improvement of network/services (including Big Data on an anonymised basis)."*

Joint Schedule 12 (Supply Chain Visibility)**1. Definitions**

Joint Schedule 3 (Insurance Requirements)

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1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Contracts Finder"	the Government's publishing portal for public sector procurement opportunities;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium sized enterprises;
"Supply Chain Information Report Template"	the document at Annex 1 of this Schedule 12; and
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

2. Visibility of Sub-Contract Opportunities in the Supply Chain

2.1 The Supplier shall:

- 2.1.1 subject to Paragraph 2.3, advertise on Contracts Finder all Sub-Contract opportunities arising from or in connection with the provision of the Deliverables above a minimum threshold of £25,000 that arise during the Contract Period. For the avoidance of doubt this shall not include the amalgamation of Services provided by other Third Party network operators to provide annual access services;
- 2.1.2 within 90 days of awarding a Sub-Contract to a Subcontractor, update the notice on Contract Finder with details of the successful Subcontractor;
- 2.1.3 monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;
- 2.1.4 provide reports on the information at Paragraph 2.1.3 to the Relevant Authority in the format and frequency as reasonably specified by the Relevant Authority; and
- 2.1.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

Joint Schedule 3 (Insurance Requirements)

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- 2.2 Each advert referred to at Paragraph 2.1.1 of this Schedule 12 shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.
- 2.3 The obligation on the Supplier set out at Paragraph 2.1 shall only apply in respect of Sub-Contract opportunities arising after the Effective Date.
- 2.4 Notwithstanding Paragraph 2.1, the Authority may by giving its prior Approval, agree that a Sub-Contract opportunity is not required to be advertised by the Supplier on Contracts Finder.

3. Visibility of Supply Chain Spend

- 3.1 In addition to any other management information requirements set out in the Contract, the Supplier agrees that where the Relevant Authority is a central government body, and the contract value is worth more than £5 million per year, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME management information reports (the "SME Management Information Reports") to the Relevant Authority which incorporates the data described in the Supply Chain Information Report Template which is:
 - (a) the total contract revenue received directly on the Contract;
 - (b) the total value of sub-contracted revenues under the Contract (including revenues for non-SMEs/non-VCSEs); and
 - (c) the total value of sub-contracted revenues to SMEs and VCSEs.
- 3.2 The SME Management Information Reports shall be provided by the Supplier in the correct format as required by the Supply Chain Information Report Template and any guidance issued by the Relevant Authority from time to time. The Supplier agrees that it shall use the Supply Chain Information Report Template to provide the information detailed at Paragraph 3.1(a) –(c) and acknowledges that the template may be changed from time to time (including the data required and/or format) by the Relevant Authority issuing a replacement version. The Relevant Authority agrees to give at least thirty (30) days' notice in writing of any such change and shall specify the date from which it must be used.
- 3.3 The Supplier further agrees and acknowledges that it may not make any amendment to the Supply Chain Information Report Template without the prior Approval of the Authority.

Joint Schedule 3 (Insurance Requirements)
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Annex 1

Supply Chain Information Report template



Supply Chain Information
Report templat

Joint Schedule 3 (Insurance Requirements)

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Call-Off Schedule 1 (Transparency Reports)

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

Joint Schedule 3 (Insurance Requirements)

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Annex A: List of Transparency Reports

Title	Content	Format	Frequency
Overall Contract Performance	Performance against overarching KPIs	Excel (other formats may be acceptable, subject to Buyer approval)	Monthly
Call-Off Contract Charges	Accumulative report of all charges under this contract	Excel (other formats may be acceptable, subject to Buyer approval)	Monthly
Key Subcontractors (if applicable)	Organisation detail and key personnel details	Excel (other formats may be acceptable, subject to Buyer approval)	Only required if there are changes or additions to Key Subcontractors
Social Value	Performance against social value commitments as per the Supplier's tender response	Excel (other formats may be acceptable, subject to Buyer approval)	Quarterly
Financial Model	Spend on the contract; spend in the period; forecasted spend; CCN and SOW spend. Other contractual financial information as directed by Buyer	Excel	Monthly

Call-Off Schedule 5 (Pricing Details)
Call-Off Ref:
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Call-Off Schedule 2 (Staff Transfer)

Part C is applicable.

1. Definitions

1.1 In this Schedule, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

“Acquired Rights Directive” 1 the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees’ rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;

2

"Employee Liability" 3 all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:

- a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- b) unfair, wrongful or constructive dismissal compensation;
- c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- d) compensation for less favourable treatment of part-time workers or fixed term employees;
- e) outstanding employment debts and unlawful deduction of wages including any PAYE and National Insurance Contributions;

Call-Off Schedule 5 (Call-Off Pricing)
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- f) employment claims whether in tort, contract or statute or otherwise;
- g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

"Former Supplier"

a supplier supplying services to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any Subcontractor of such supplier (or any Subcontractor of any such Subcontractor);

"New Fair Deal"

the revised Fair Deal position set out in the HM Treasury guidance: "*Fair Deal for Staff Pensions: Staff Transfer from Central Government*" issued in October 2013 including:

- (i) any amendments to that document immediately prior to the Relevant Transfer Date; and
- (ii) any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Supplier by the Buyer;

"Old Fair Deal"

HM Treasury Guidance "*Staff Transfers from Central Government: A Fair Deal for Staff Pensions*" issued in June 1999 including the supplementary guidance "*Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues*" issued in June 2004;

"Partial Termination"

the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);

"Relevant Transfer"

a transfer of employment to which the Employment Regulations applies;

Call-Off Schedule 5 (Call-Off Pricing)
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**"Relevant
Transfer Date"**

in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place. For the purposes of Part D: Pensions and its Annexes, where the Supplier or a Subcontractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;

**"Staffing
Information"**

in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format:

- (a) their ages, dates of commencement of employment or engagement, gender and place of work;
- (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;
- (c) the identity of the employer or relevant contracting Party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;

Call-Off Schedule 5 (Call-Off Pricing)
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- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

"Supplier's Final Supplier Personnel List" a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date;

"Supplier's Provisional Supplier Personnel List" a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;

"Term" the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;

"Transferring Buyer Employees" those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date;

"Transferring Former Supplier Employees" in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date.

Call-Off Schedule 5 (Call-Off Pricing)

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2. INTERPRETATION

- 2.1 Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be and where the Subcontractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.
- 2.2 The provisions of Paragraphs 2.1 and 2.6 of Part A, Paragraph 3.1 of Part B, Paragraphs 1.5, 1.7 and 1.9 of Part C, Part D and Paragraphs 1.4, 2.3 and 2.8 of Part E of this Schedule (together “Third Party Provisions”) confer benefits on third parties (each such person a “Third Party Beneficiary”) and are intended to be enforceable by Third Party Beneficiaries by virtue of the CRTPA.
- 2.3 Subject to Paragraph 2.2 above, a person who is not a Party to this Call-Off Contract has no right under the CRTPA to enforce any term of this Call-Off Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 2.4 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Buyer, which may, if given, be given on and subject to such terms as the Buyer may determine.
- 2.5 Any amendments or modifications to this Call-Off Contract may be made, and any rights created under Paragraph 2.2 above may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

3. Which parts of this Schedule apply

Only the following parts of this Schedule shall apply to this Call Off Contract:

Part C (No Staff Transfer on the Start Date)

Part C: No Staff Transfer on the Start Date

1. What happens if there is a staff transfer

- 1.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.
- 1.2 If any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
 - 1.2.1 the Supplier shall, and shall procure that the relevant Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing and, where required by the Buyer, notify the Former Supplier in writing; and
 - 1.2.2 the Buyer and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification from the Supplier or the Subcontractor (as appropriate) or take such other reasonable steps as the Buyer or Former Supplier (as the case may be) it considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 1.3 If an offer referred to in Paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by the Buyer and/or the Former Supplier),, the Supplier shall, or shall procure that the Subcontractor shall, immediately release the person from his/her employment or alleged employment.
- 1.4 If by the end of the 15 Working Day period referred to in Paragraph 1.2.2:
 - 1.4.1 no such offer of employment has been made;
 - 1.4.2 such offer has been made but not accepted; or
 - 1.4.3 the situation has not otherwise been resolved;the Supplier may within 5 Working Days give notice to terminate the employment or alleged employment of such person.
- 1.5 Subject to the Supplier and/or the relevant Subcontractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 1.8 the Buyer shall:
 - 1.5.1 indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the

Call-Off Schedule 5 (Call-Off Pricing)

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- Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities; and
- 1.5.2 procure that the Former Supplier indemnifies the Supplier and/or any Subcontractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the relevant Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 1.6 If any such person as is described in Paragraph 1.2 is neither re employed by the Buyer and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Subcontractor within the 15 Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the Subcontractor (as appropriate) and the Supplier shall, or shall procure that the Subcontractor shall, comply with such obligations as may be imposed upon it under Law.
- 1.7 Where any person remains employed by the Supplier and/or any Subcontractor pursuant to Paragraph 1.6, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Subcontractor and the Supplier shall indemnify the Buyer and any Former Supplier, and shall procure that the Subcontractor shall indemnify the Buyer and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.
- 1.8 The indemnities in Paragraph 1.5:
- 1.8.1 shall not apply to:
- (a) any claim for:
- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
- in any case in relation to any alleged act or omission of the Supplier and/or Subcontractor; or
- (b) any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure; and
- 1.8.2 shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Supplier and/or any

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Subcontractor to the Buyer and, if applicable, Former Supplier within 6 months of the Start Date.

- 1.9 If the Supplier and/or the Subcontractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Subcontractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.

2. Limits on the Former Supplier's obligations

Where in this Part C the Buyer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Buyer's contract with the Former Supplier contains a contractual right in that regard which the Buyer may enforce, or otherwise so that it requires only that the Buyer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

Call-Off Schedule 3 (Continuous Improvement)

Buyer's Rights

This Schedule shall apply only when so specified by a Buyer that has undertaken a Further Competition. The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.

Supplier's Obligations

The Supplier shall have an ongoing obligation throughout the Contract Period, to identify new or potential improvements to the provision of the Deliverables in accordance with this Call Off Schedule 3 with a view to reducing the Buyer's costs (including the Call-Off Contract Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer. As part of this obligation the Supplier shall identify and report to the Buyer once every twelve (12) months regarding:

the emergence of new and evolving relevant technologies which could improve the ICT Environment and/or the provision of the Deliverables, and those technological advances potentially available to the Supplier and the Buyer which the Parties may wish to adopt;

new or potential improvements to the Deliverables or the provision of the Deliverables including in respect of the quality,

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responsiveness, procedures, benchmarking methods, ways of performing the Services and customer support services in relation to the Deliverables;

changes in business processes and working practices that would enable the Deliverables to be provided at lower cost and/or with greater benefits to the Buyer;

changes to the ICT Environment, business processes and working practices that would enable reductions in the total energy consumed in the provision of the Deliverables;

improvements which the Supplier uses or is planning to use with its other customers;

proposals as to how any investment required for continuous improvement could be shared with other customers of the Supplier;

a zero usage report to identify opportunities for cost avoidance;

measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives;

The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.

The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.

The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.

The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.

If the Buyer wishes to incorporate any improvement identified by the Supplier into this Contract, including any impact on the Charges declared by the Supplier as part of that improvement, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.

Call-Off Schedule 5 (Call-Off Pricing)

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Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:

the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and

the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.

The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.

All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.

Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.

At any time during the Contract Period of the Call-Off Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

Notwithstanding anything to the contrary in this Call-Off Contract, the Parties may not change or improve the Deliverables in any way which adversely affects or may adversely affect any relevant PSN Standards or HSCN obligations and processes.

Call-Off Schedule 5 (Pricing Details)

1. Order Details

1.1 Commercial Commitment. The Charges in this Schedule 5 are based on the Initial Term and optional Extension Periods for this Agreement relating to the Inter Site Connectivity (Wide Area Network) as set out in Joint Schedule 6 (Order Form).

1.2 Summary of Charges. Table 1 sets out the breakdown of estimated Charges for the duration of the Initial Term. The estimated Charges are based on the list of sites as set out in Annex B of Joint Schedule 6 (Order Form) and the draft Implementation Plan as set out in Schedule 13 (Implementation Plan and Testing) at time of Contract signature.

Table 1 – Summary of Charges during Initial Term

Serial	Description	Year 1	Year 2	Year 3	Year 4	Total
1	Installation And Facilitation of WAN					
2	Implementation Activity					
3	Monthly WAN Connection Charges					
4	Resilient Internet Breakout Monthly Recurring Costs 1Gbps Service (Flexible to 2Gbps Max)					
5	Service Management					
	Total Charges					£4,731,887.19

1.3 The Charges at Table 1 are estimated Charges based on (i) a 48 month Initial Term; (ii) the currently understood number of sites (which may be subject to change); and (iii) the availability of site access at the time of the Invitation to Tender.

1.4 Annual Indexation – As permitted under paragraph 1.2 of Part A of Framework Schedule 3, the Supplier and Buyer hereby agree that in April of each calendar year (excluding Year One), all Charges will increase by a percentage equal to the percentage increase in the UK Consumer Price Index (“CPI”) published by the

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Office for National Statistics (or any other body to which the functions of that office may be transferred) in January of that year compared to the previous year ("CPI Rate").

1.5 Exit Charges. If applicable, Charges pertaining to the Exit Services are set out in Schedule 10 (Exit Management).

1.6 Cancellation Charges. The Buyer shall pay Cancellation Charges for early termination of individual WAN Site Connections as set out at Annex D of Joint Schedule 6 (Order Form)

1.7 Minimum Volume Commitment. Pricing as set out in Call-Off Schedule 5 (Pricing Details) and Cancellation Charges set out in this Order Form are conditional to the Buyer agreeing to a total site volume commitment of 295 sites during the period between the completion of the Implementation Phase and the cessation of the Initial Term. Where the total volume of sites fall below 295 sites, the Buyer shall pay £289.00 multiplied by the difference between 295 sites and the actual volume of connected sites in the any monthly period.

1.8 Request of Service. The Supplier will deliver the WAN Services to the site locations set out in Annex B – List of Sites to the timelines set out in clause 7.1 of Schedule 13 – Implementation Plan and Testing. Where there is a requirement for the Buyer to make changes to Annex B - List of Sites, i.e. to add new sites; remove sites; or other changes; or to request additional services i.e. Project Management, the Buyer shall complete Annex A (Request for Service form) set out in Joint Schedule 6 (Order Form).

2. Installation And Facilitation of WAN Charges

3.1 The breakdown of Installation and Facilitation of WAN charges included under Serial 1 of Table 1 are set out and Annex A to this Schedule 5.

3.2 Ancillary Charges. Customer shall pay Vodafone any applicable Ancillary Charges which may be charged concurrently as appropriate (for example, an "Aborted Site Visit" charge or an "Out of Hours" charge). The applicable Ancillary Charges are set in Schedule 25 – Ancillary Charges.

3.3 Subject to survey, and where agreed in advance with the Buyer, the Buyer will be liable for any additional costs charged to Vodafone by Third-Parties in connection with the provision of the Services including charges often referred to as Excess Construction Charges. The Buyer reserves the right to use their own Third Parties to carry out construction services.

3.4 Billing and Invoicing. Charges for Installation and Facilitation are non-recurring charges and will be invoiced by Vodafone monthly in arrears on a site-by-

Call-Off Schedule 5 (Call-Off Pricing)

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site bases following successful commission of the WAN connectivity to individual sites.

3.5 Charges include standard installation, this includes:

- a. Physical installation of router and connectivity to the NTE
- b. Basic connectivity testing
- c. Confirm the router is remotely manageable from the NOC
- d. Patch/Cable between the Router and the LAN

3.6 The Buyer can select Vodafone Enhanced Activation Activities for and additional charge of £350 per site. In addition to the services delivered for the standard installation, the enhanced installation will include:

- a. Direct engagement by a technical specialist at a time that suits the customer.
- b. Additional on-site support for up to 2-hours to support user testing (UAT) and remote engineer support.
- c. Technical assessment of common issues with diagnostic and troubleshooting included.
- d. Monitoring and assistance as CE connects.
- e. Service Performance Confirmation as per Order requirements.
- f. Failover Testing for dual access services included.
- g. Plug and play handover to customer.
- h. Expedited Fault Raising.

3. Implementation Activity Charges

3.1 The Buyer shall pay Other Installation charges included under Serial 2 Table 1 via milestone payments as set out in Schedule 13 (Implementation Plans and Testing). They are based on an implementation period of 9 months. If there is delay due to Buyer Dependency default, the Buyer will be liable for additional proven Vodafone Project Management requirement to cover the extent of delay or other proven Third-Party cost incurred by Vodafone due to the delay. A breakdown of Implementation Activity Charges is set out in Table 2:

Table 2 – Implementation Activity Charges

Unique ID	Requirement Description	Year 1 Cost
PSP	Project Start Up & Planning	
PM	Project Management	

4. Monthly WAN Connection Charges

4.1 The breakdown of Monthly WAN charges included under Serial 3 Table 1 is set out at Annex A to this Schedule 5.

4.2 Billing and Invoicing. Charges for Monthly WAN charges and will be invoiced by Vodafone monthly in advance on a site-by-site bases following successful commission of the WAN connectivity to individual sites. The first invoice will be in arrears and the monthly charge will be proportioned for the days from commission.

4.3 The Charges are be based on the Buyer bandwidth and bearer requirements, location, access type and resilience requirements as set out at Annex A.

5. Resilient Internet Breakout Monthly Recurring Costs 1Gbps Service (Flexible to 2Gbps Max)

5.1 Billing and Invoicing. Charges for Monthly Internet Breakout charges included under Serial 4 Table 1 will be invoiced by Vodafone monthly in advance on a site-by-site bases following successful commission of the WAN connectivity to individual sites. The first invoice will be in arrears and the monthly charge will be proportioned for the days from commission.

6. Service Management Charges

6.1 The breakdown of the Manage Charges included under Serial 5 Table 1 is set out at Table 3 below:

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Table 3 – Service Management Charges

Unique ID	Role/Service Description	Annual Charge
AM	Account Management	
IPM	Incident/Problem Management	
CM	Capacity Management	
REP1	Monitoring, Performance, Reporting & Documentation	
MSR	Monthly Service Reviews	
CMAN	Change Management/CAB	
AMAN	Asset Management	
SUB TOTAL		
	Customer Security Manager	
	Vulnerability Management	
Total		

6.2 Billing and Invoicing. Charges for Service Management charges will be invoiced by Vodafone monthly in advance and will be payable as follows:

- a. [REDACTED] per month from Contract Signature to the day prior successful completion of Milestone 3 (Ready for Service) as set out in the Schedule 13 (Implementation Plan and Testing). Except for the very first month where the monthly charges will be paid in arrears and will be pro-rotated from the Contract Signature date to the last day of the month.
- b. [REDACTED] per month on and after successful completion of Milestone 3 (Ready for Service) as set out in the Schedule 13 (Implementation Plan and Testing).

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Annex A – WAN Charges

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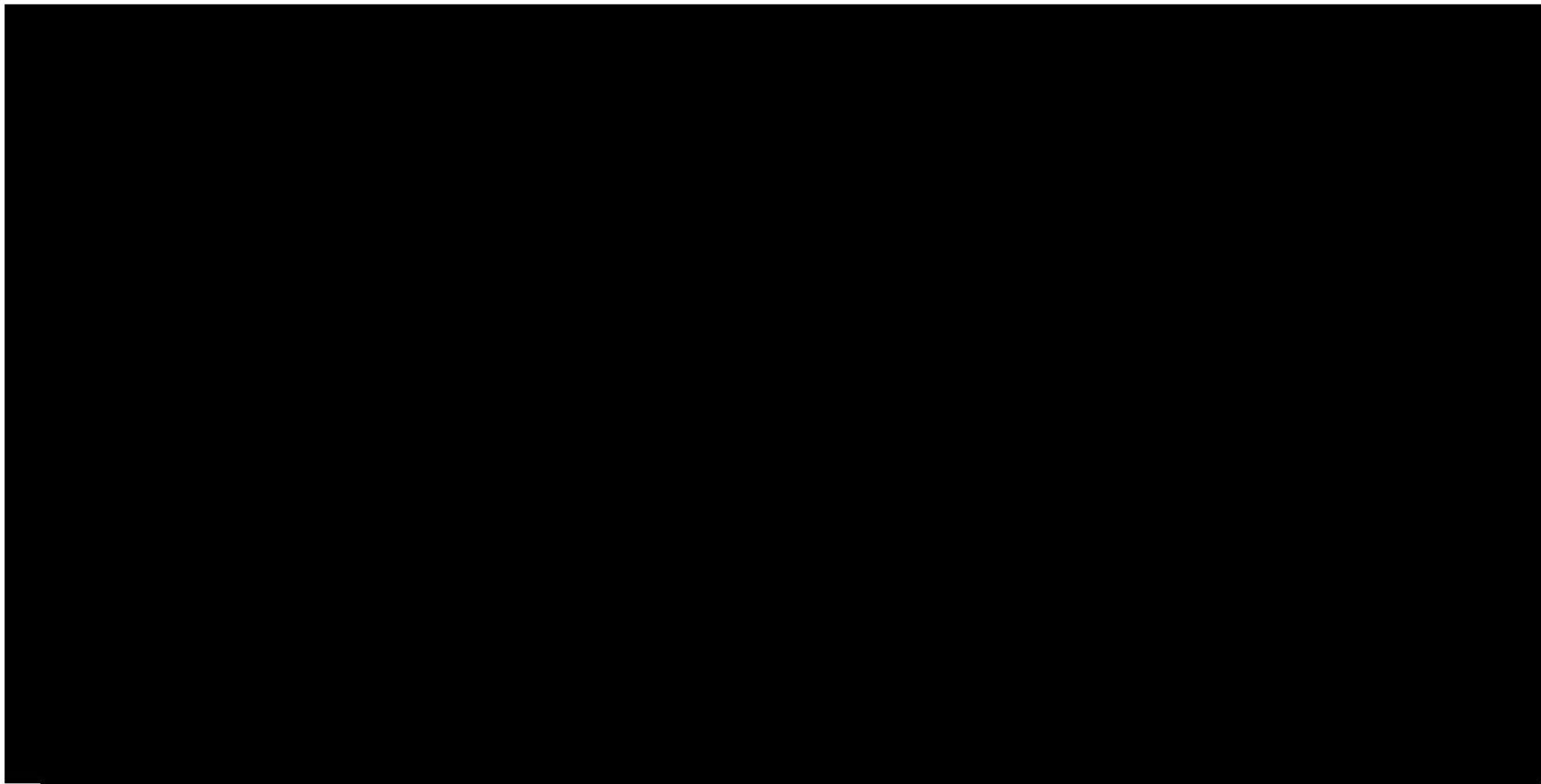
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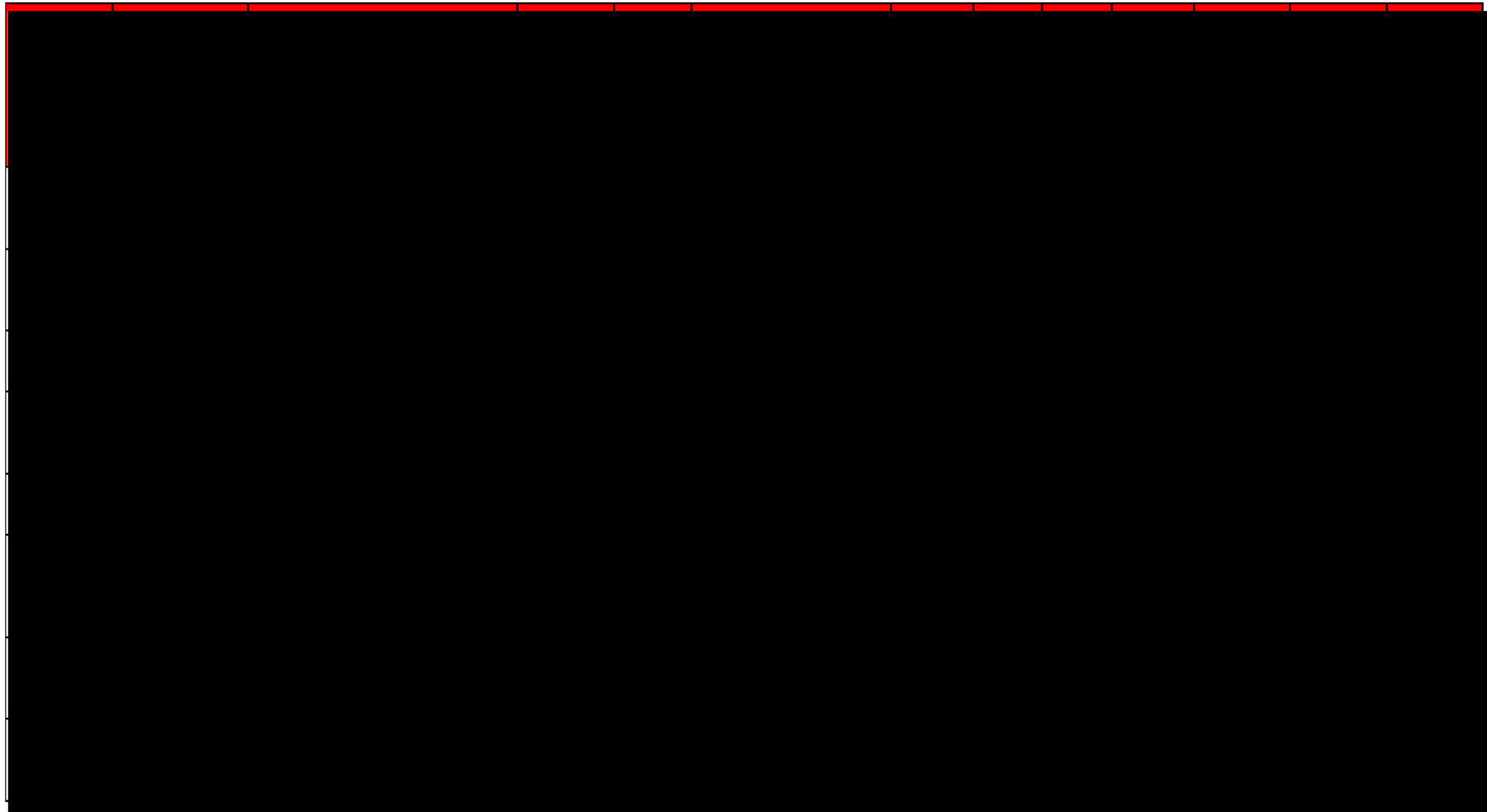
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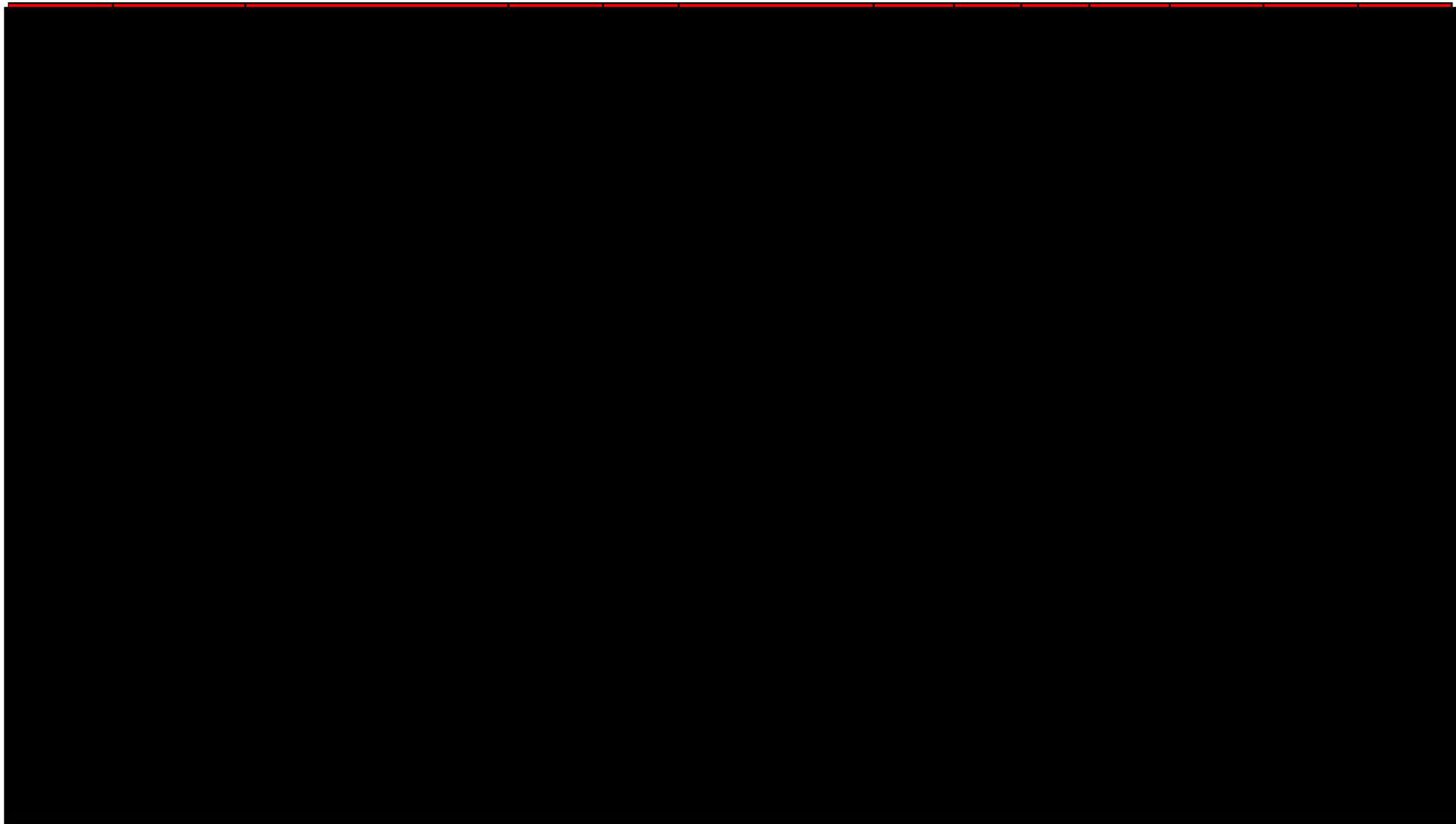
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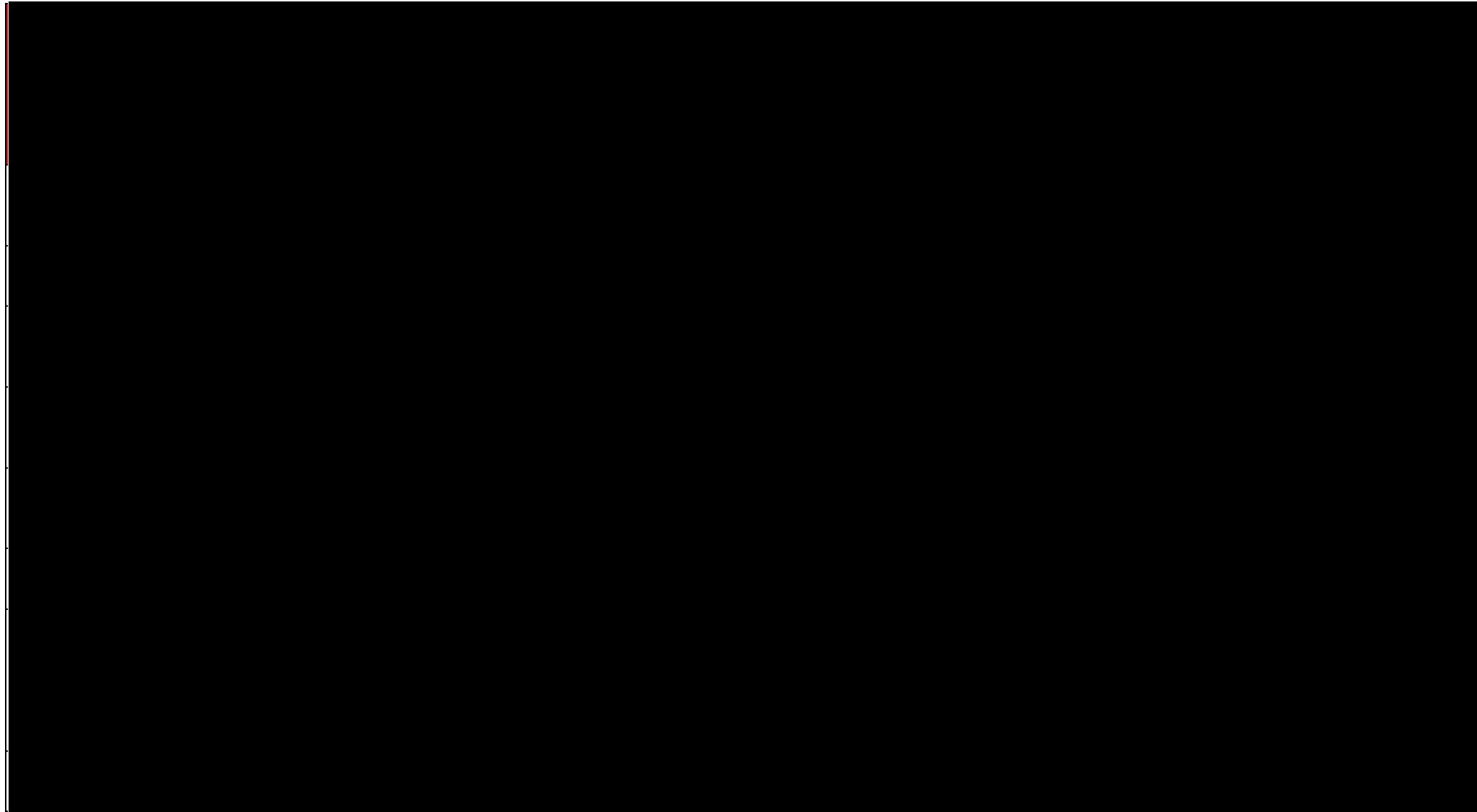
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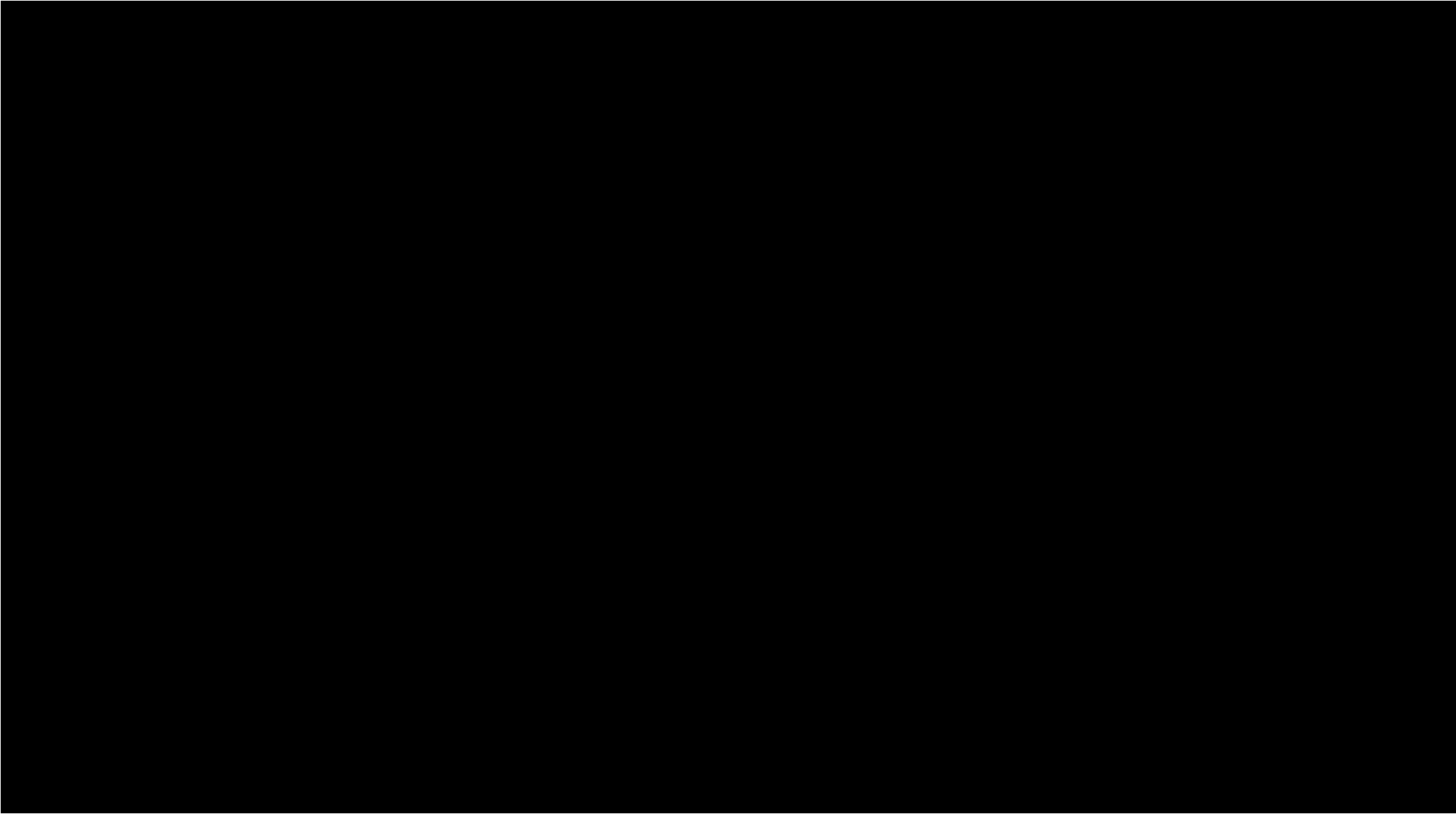


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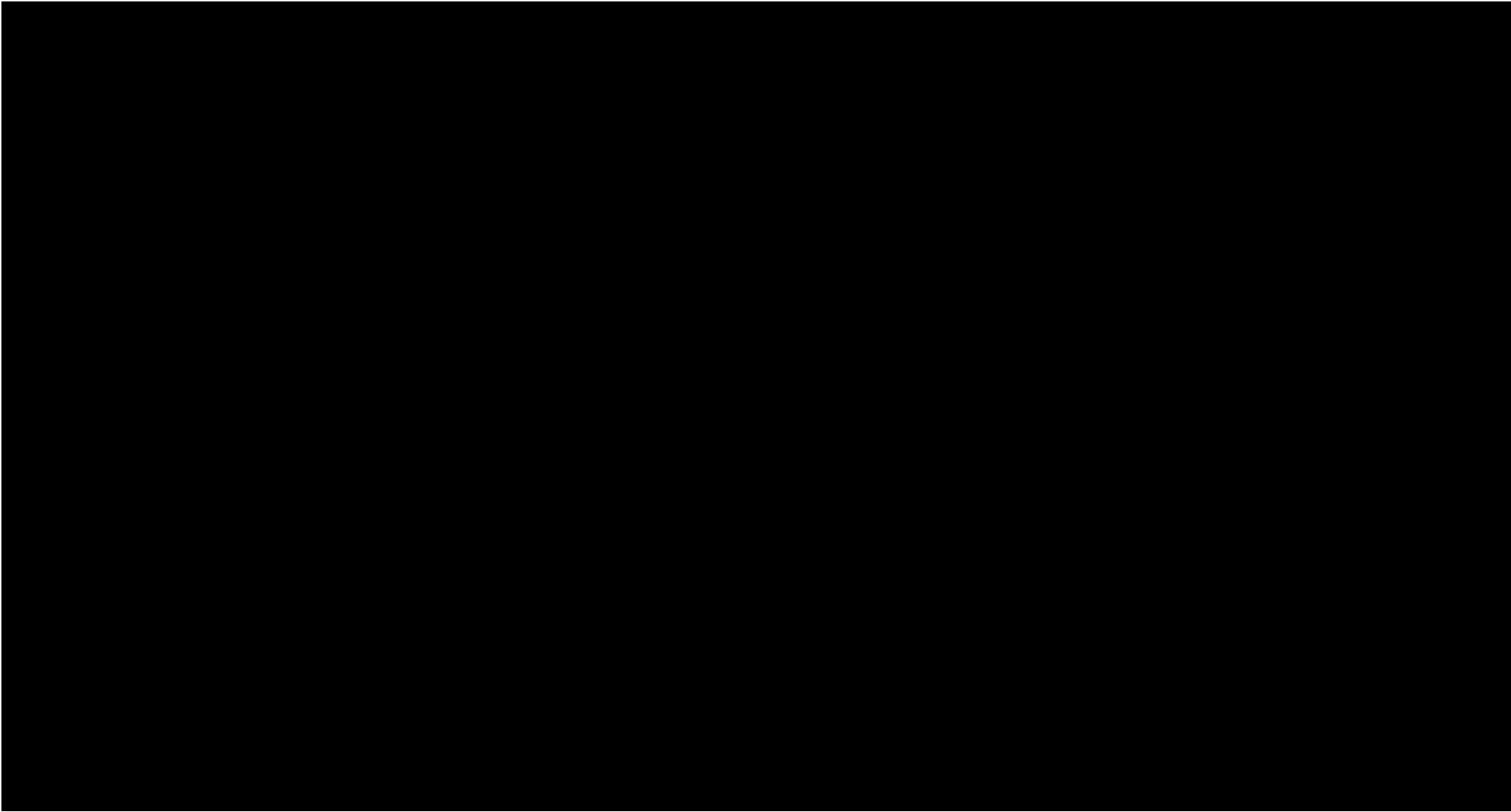
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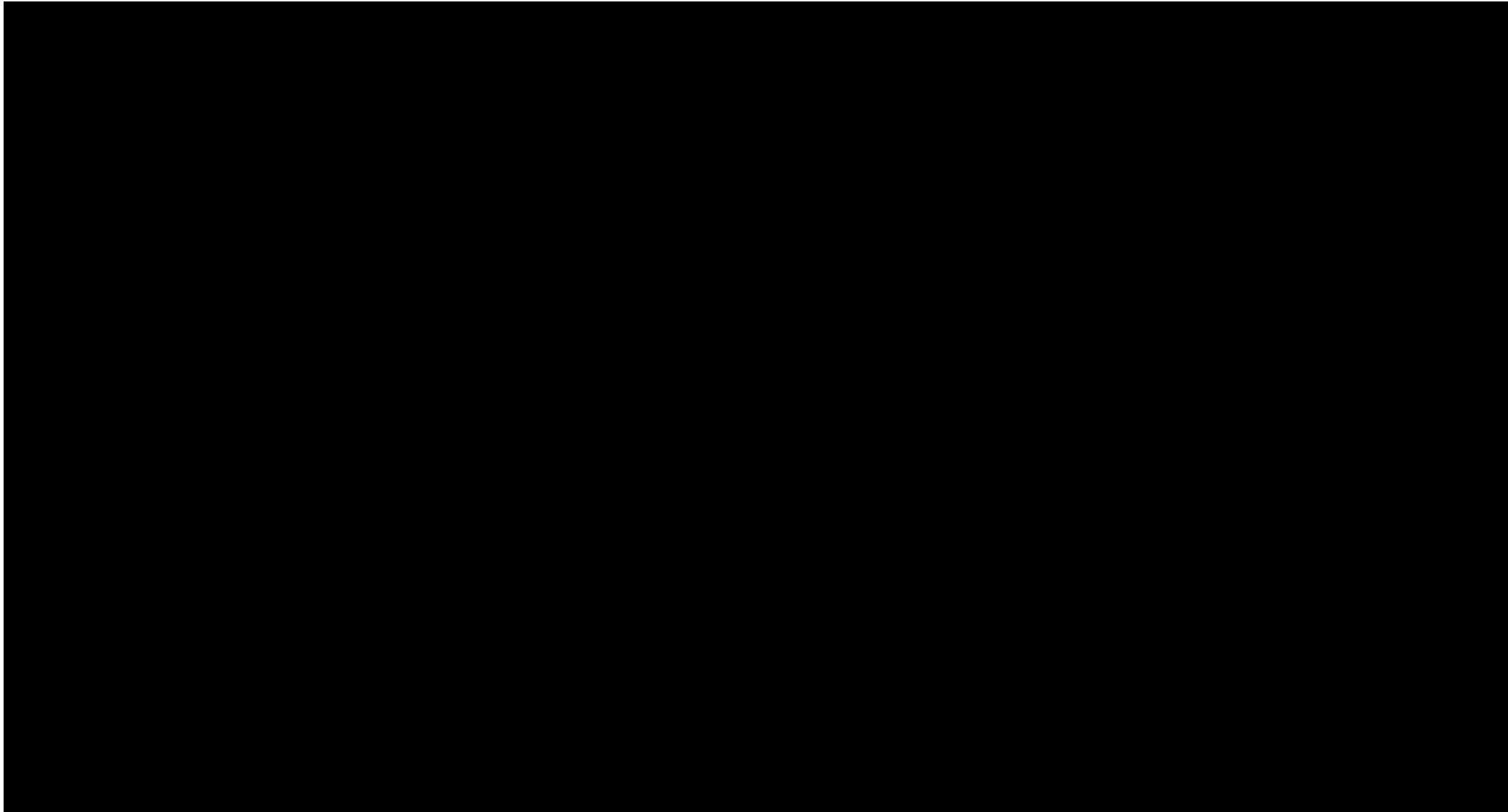


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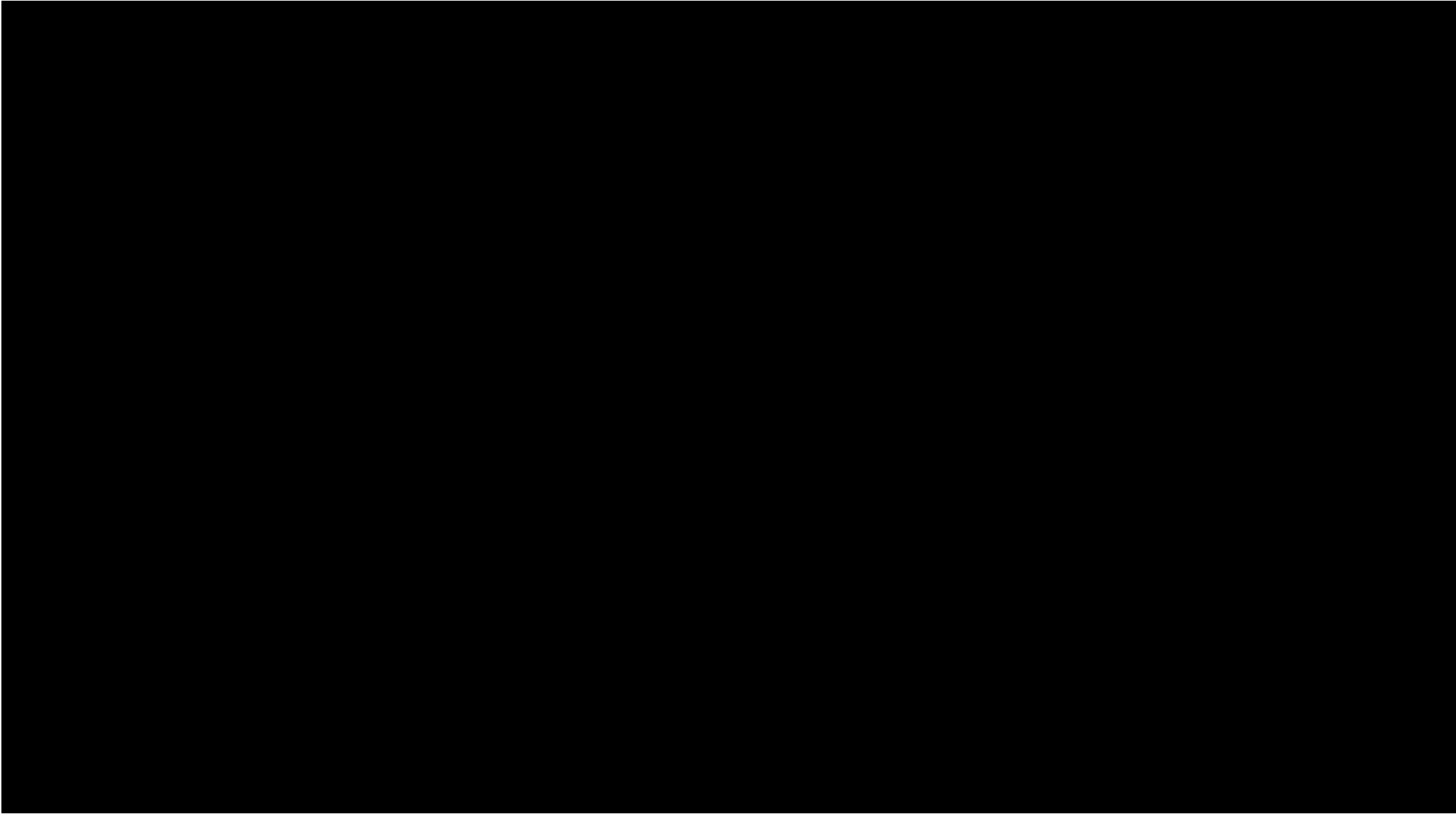


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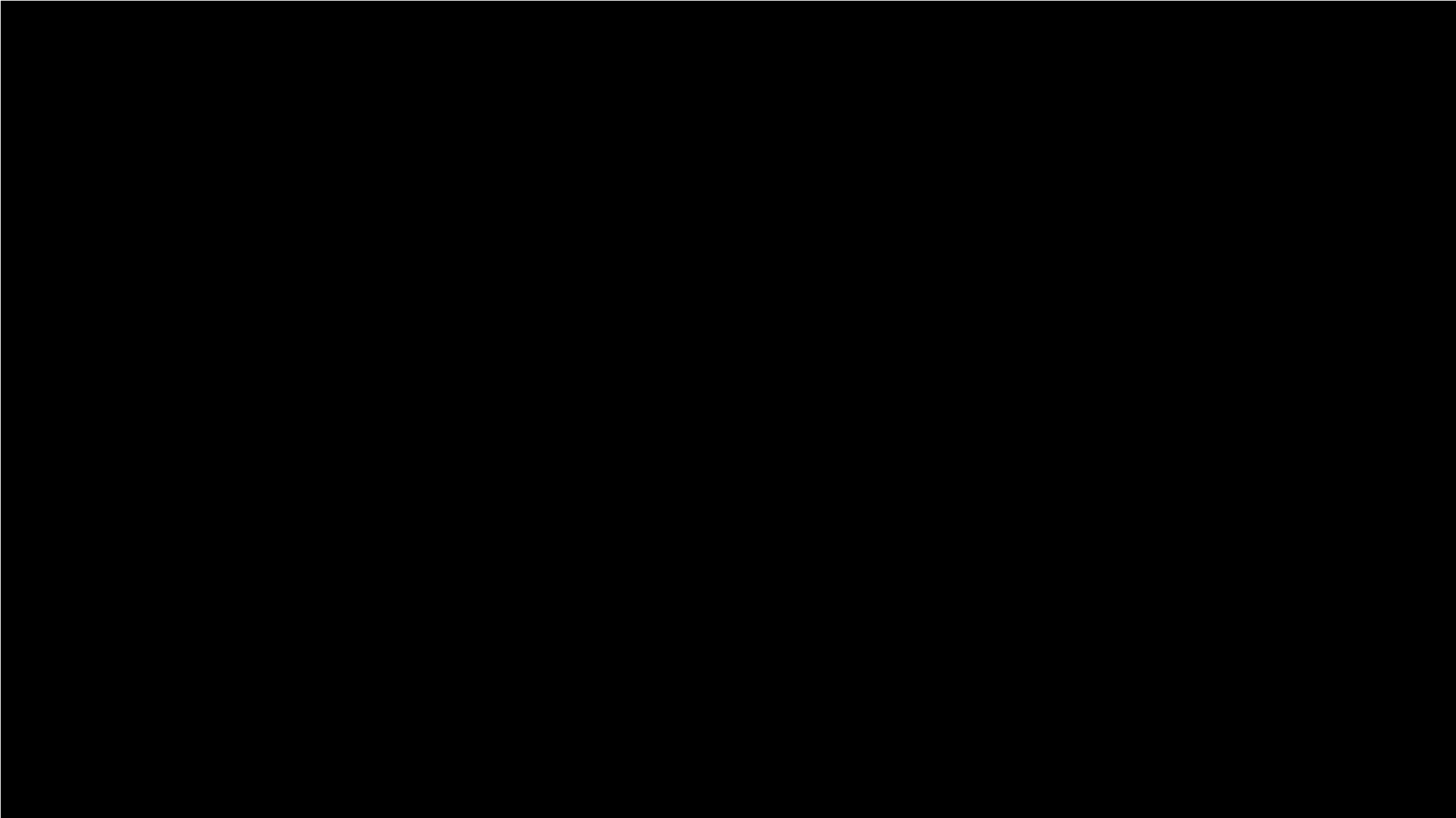
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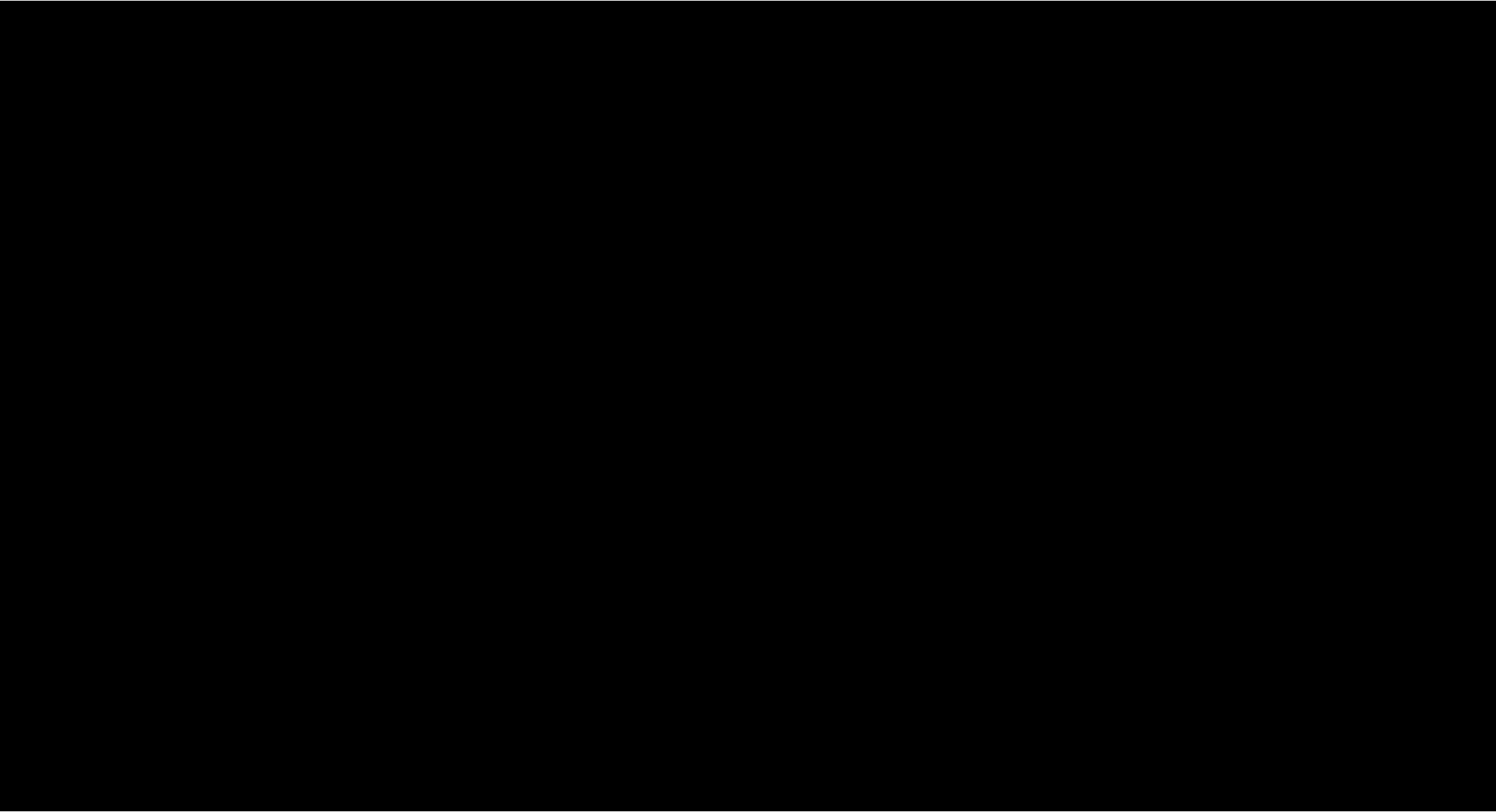
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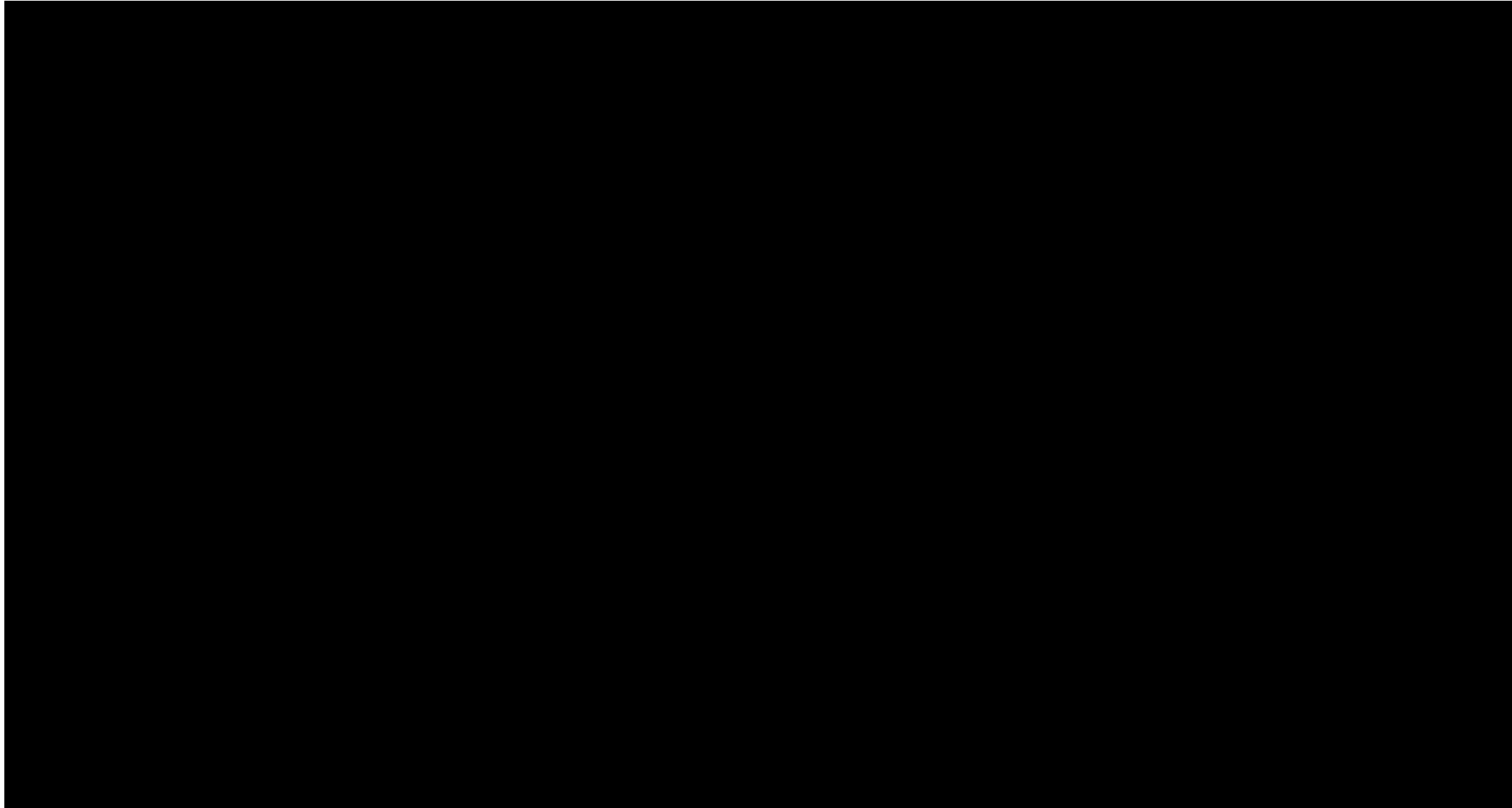


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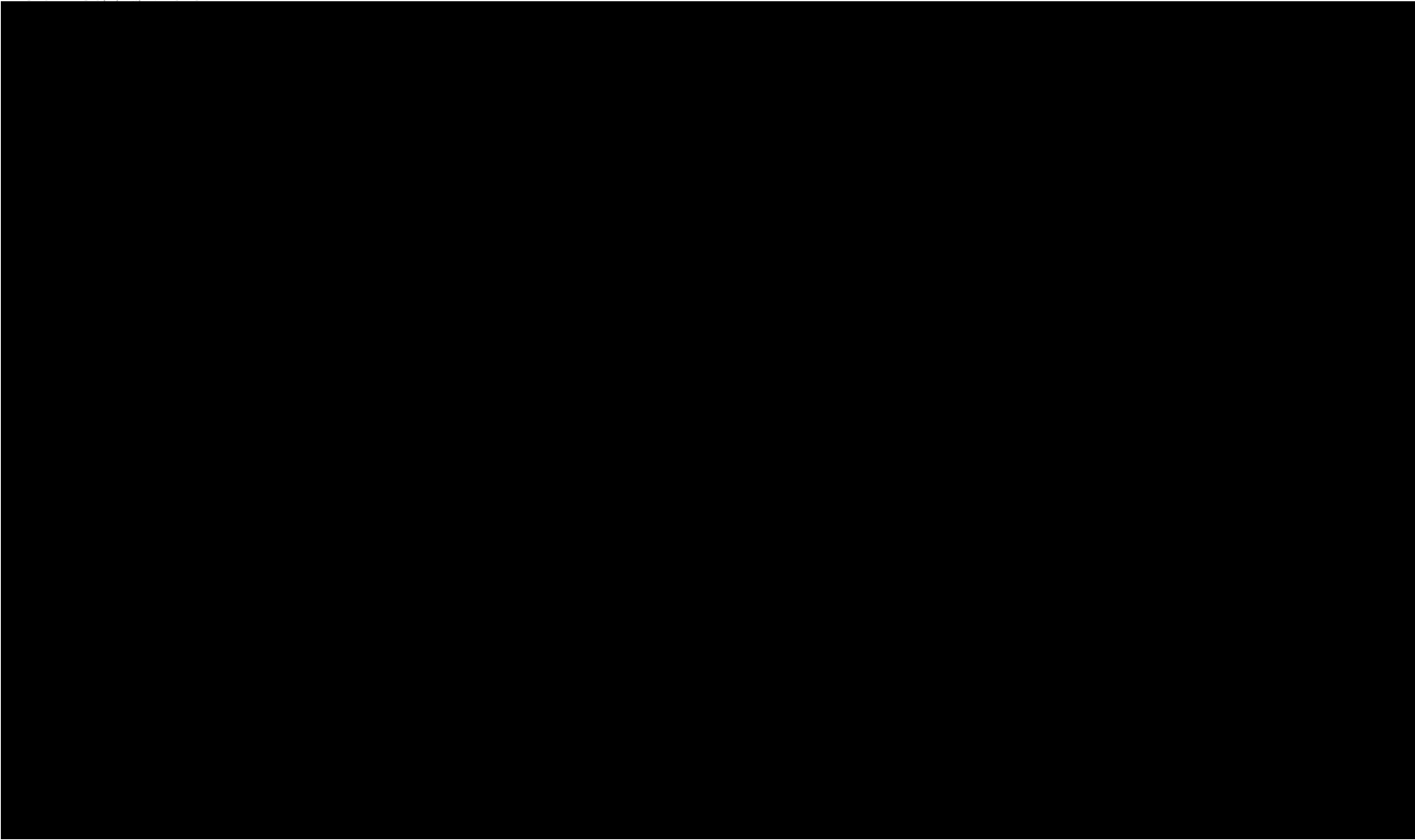


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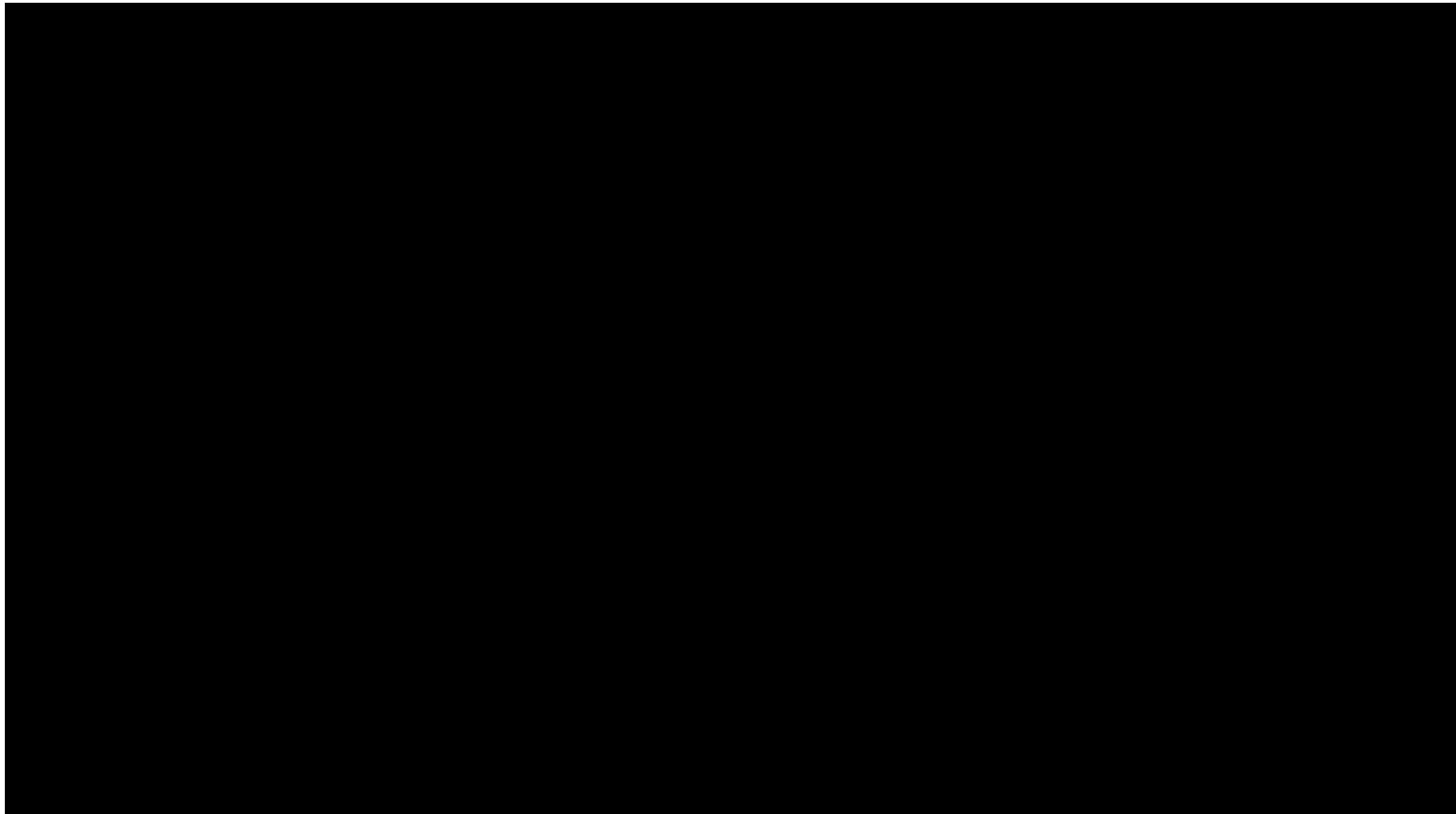


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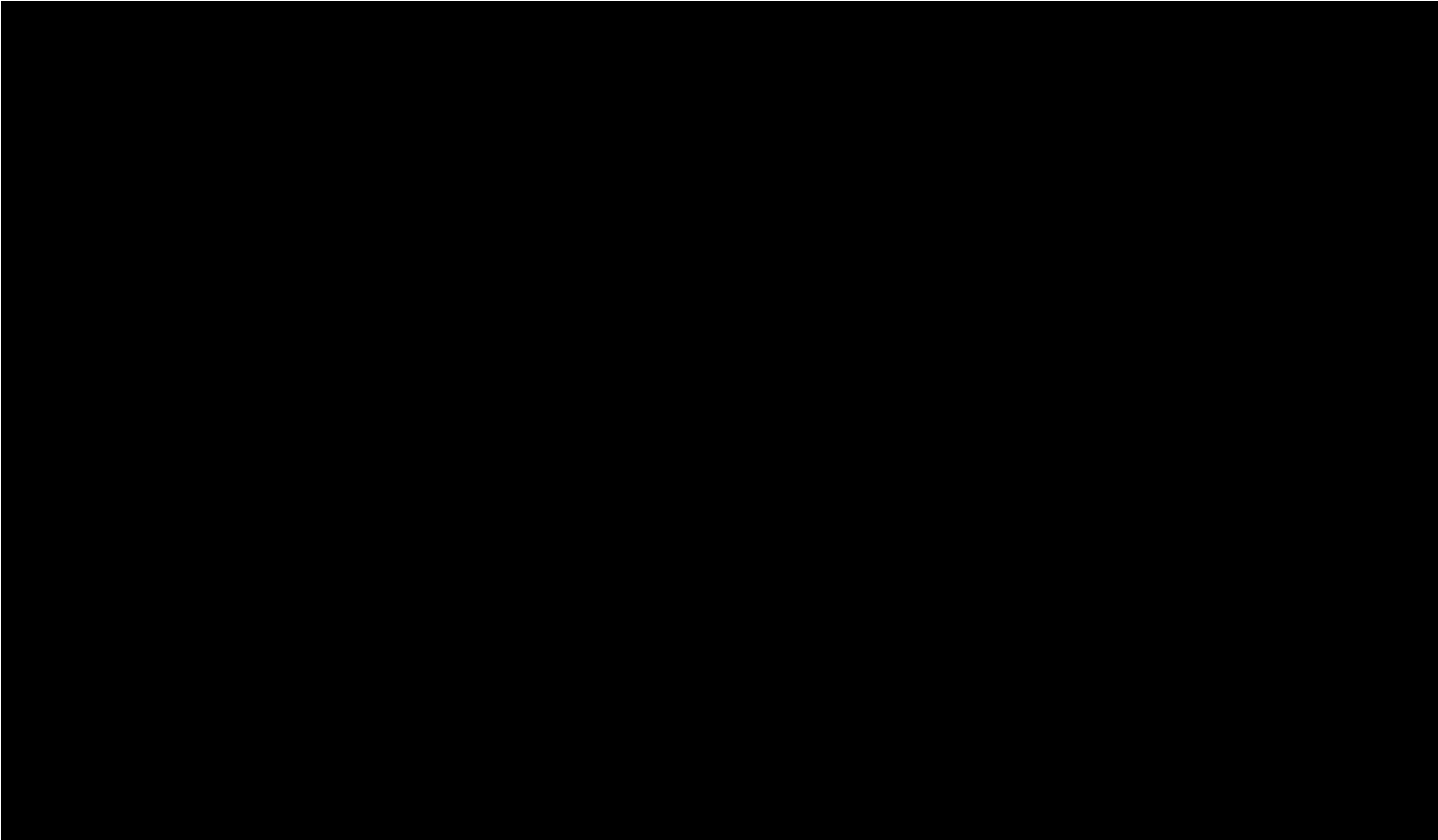


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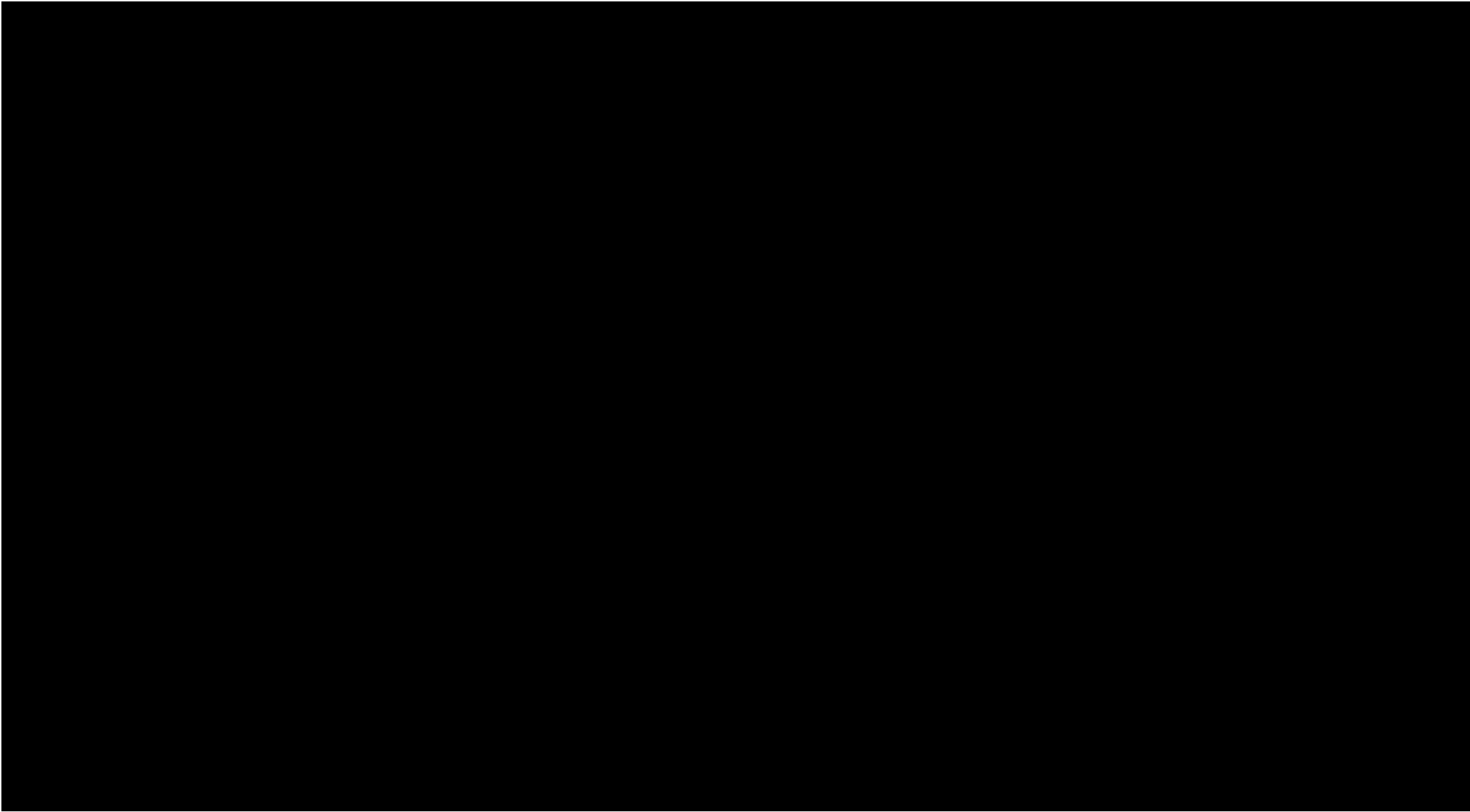
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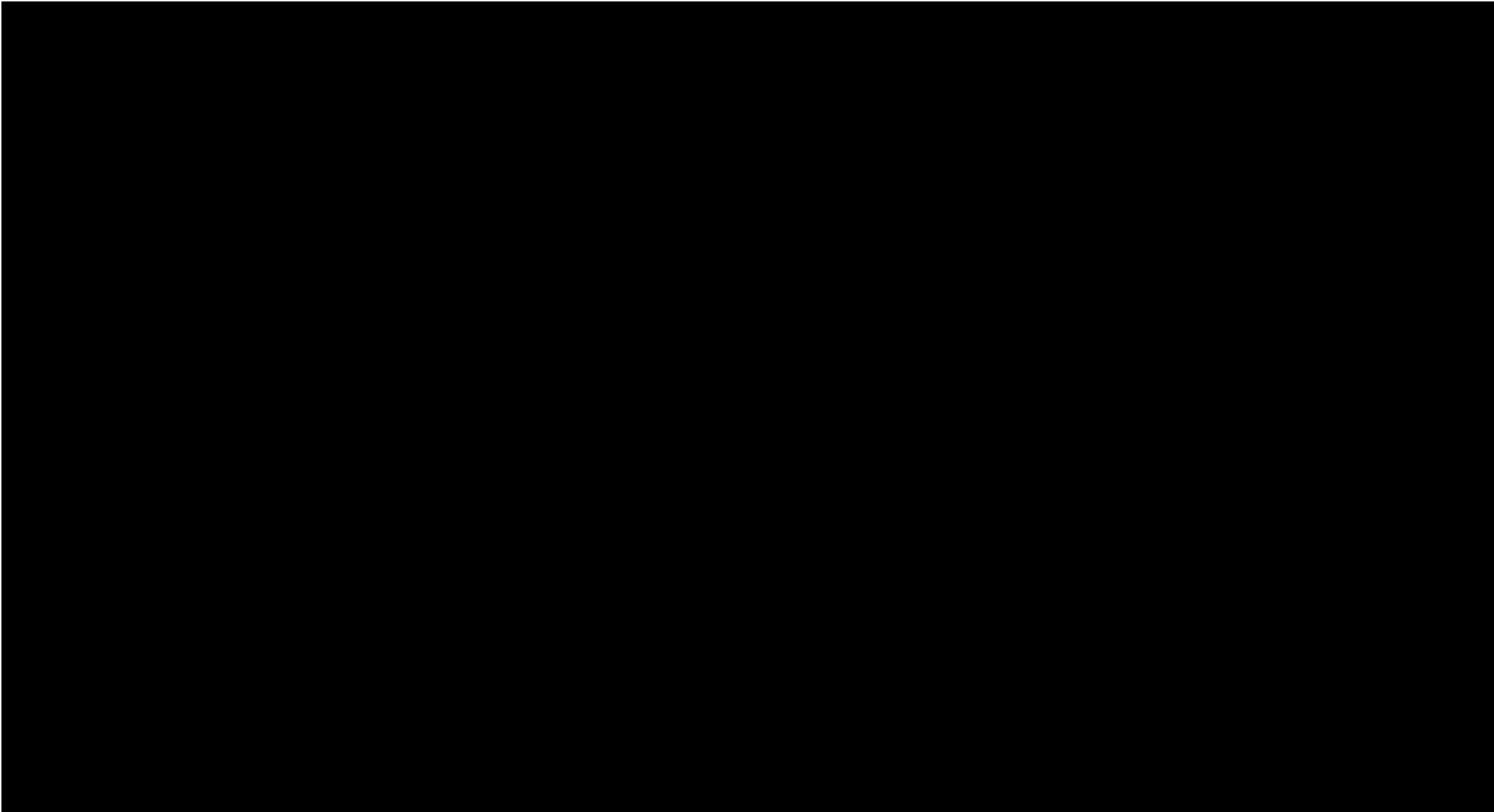
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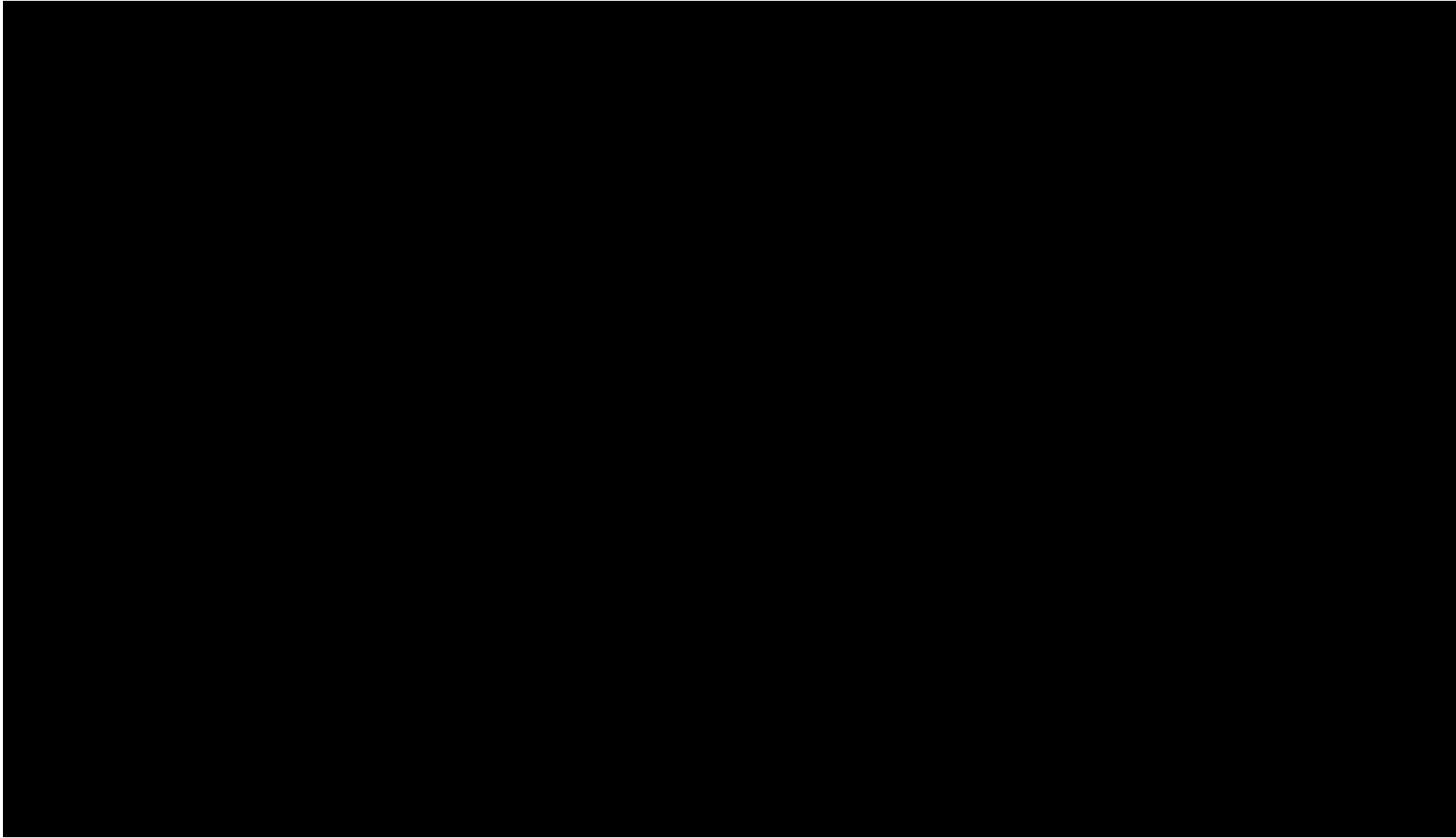
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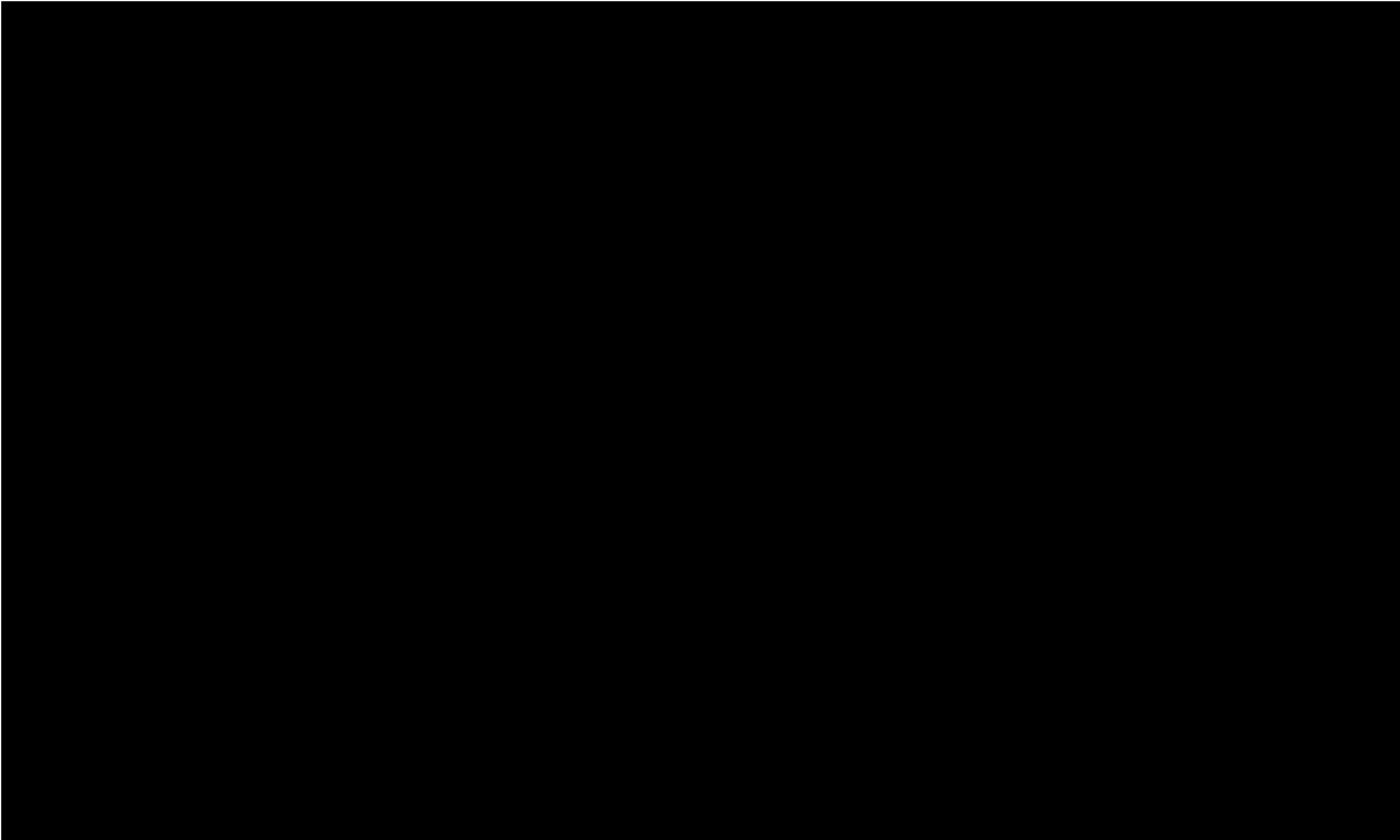
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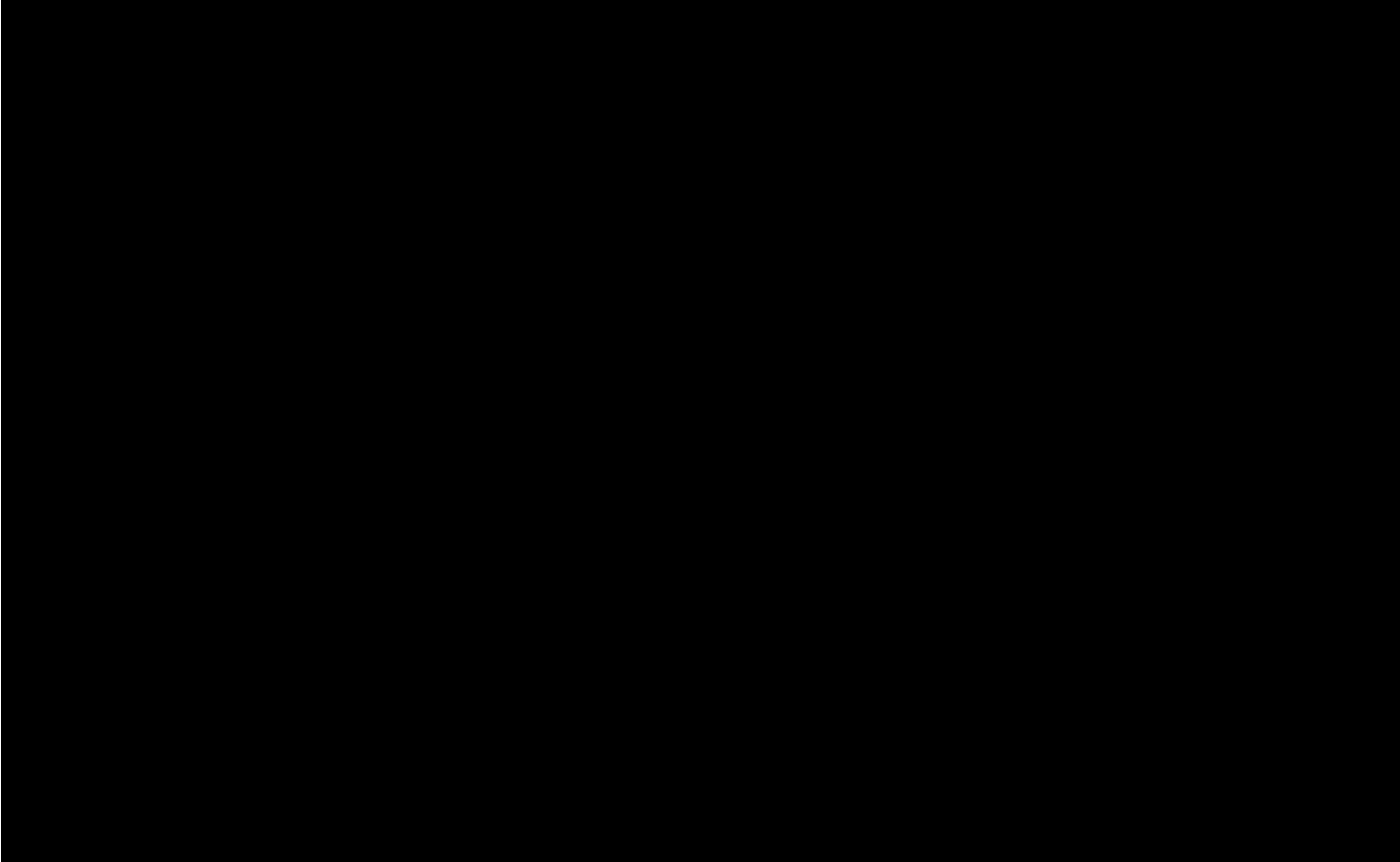
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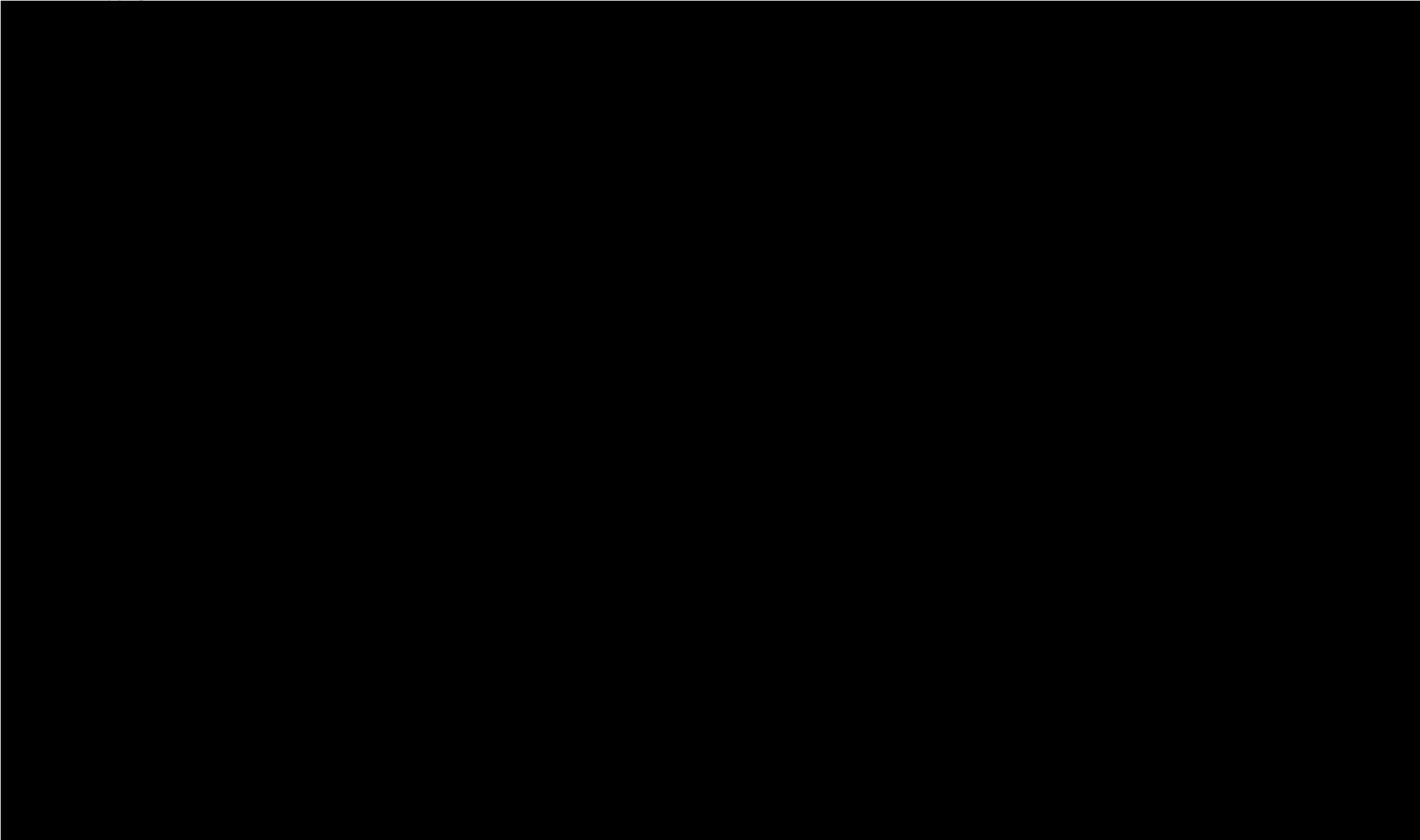
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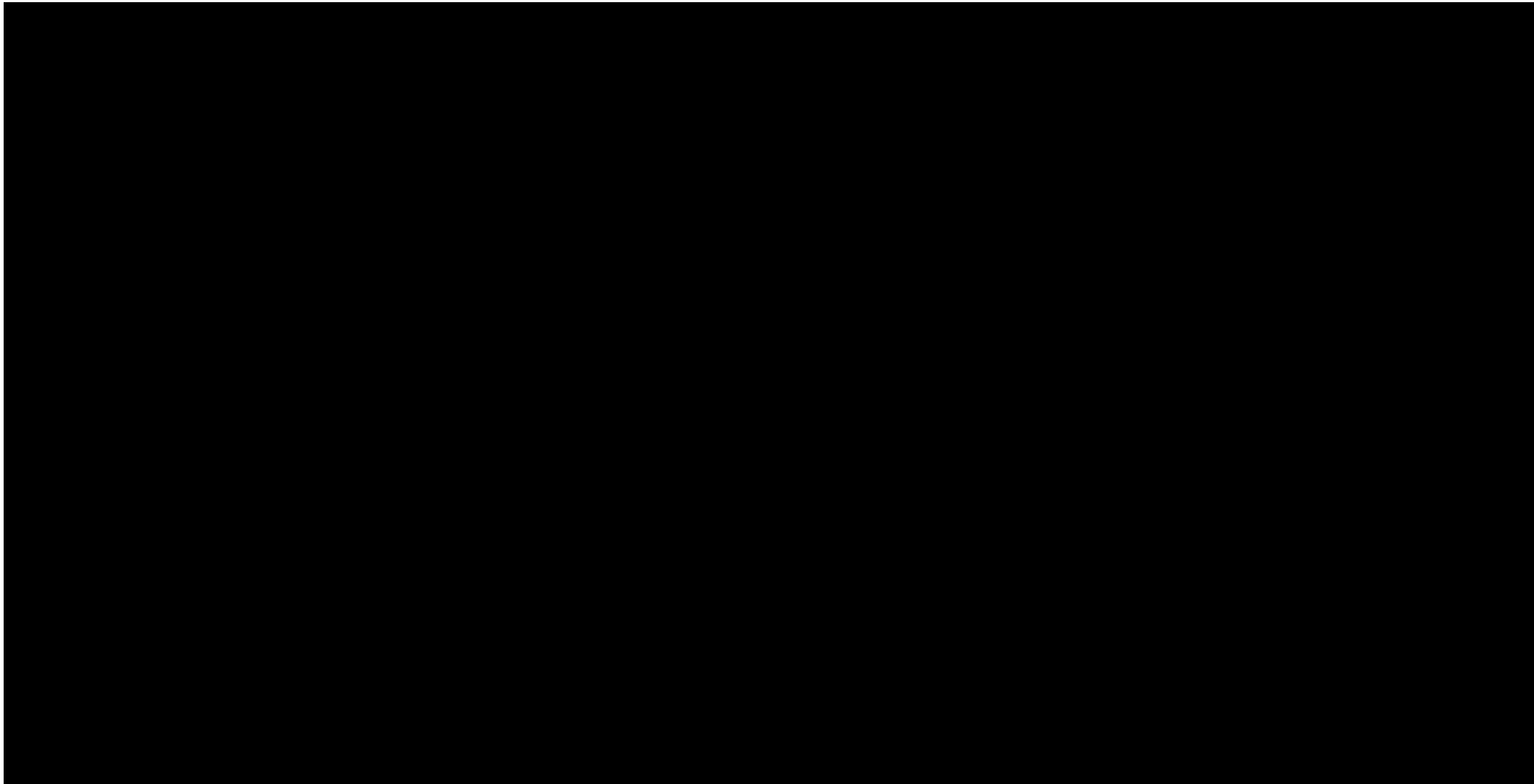
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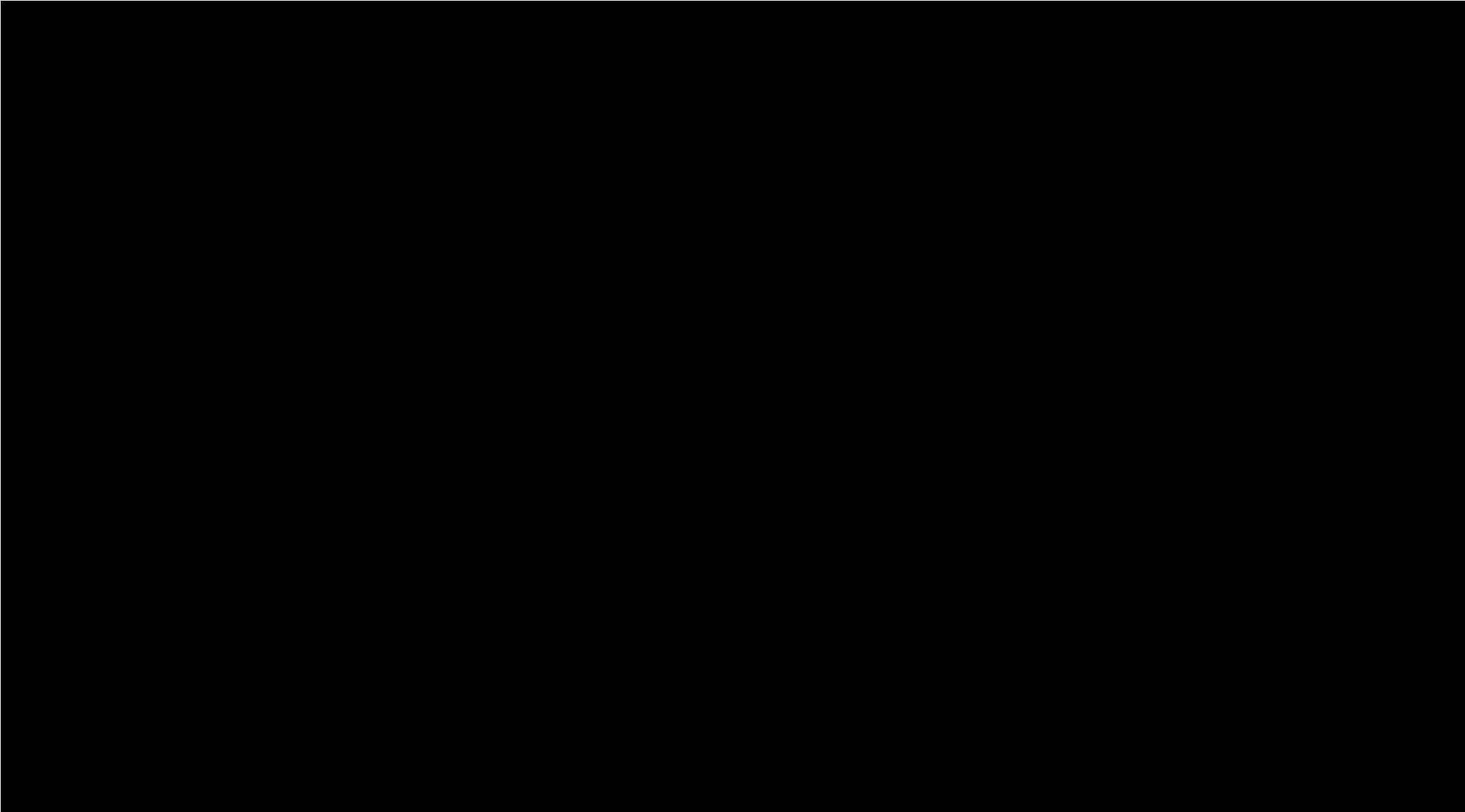


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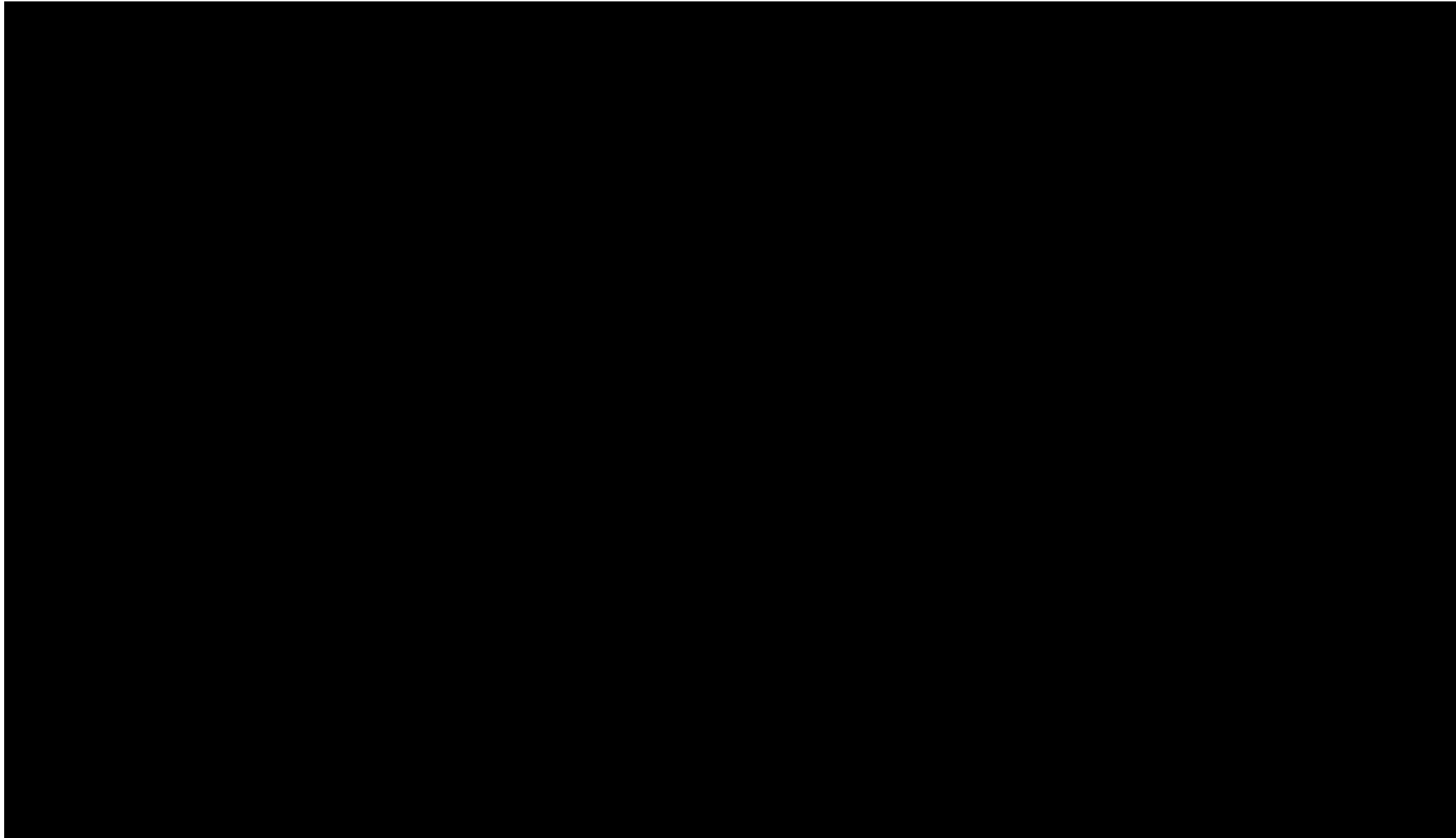


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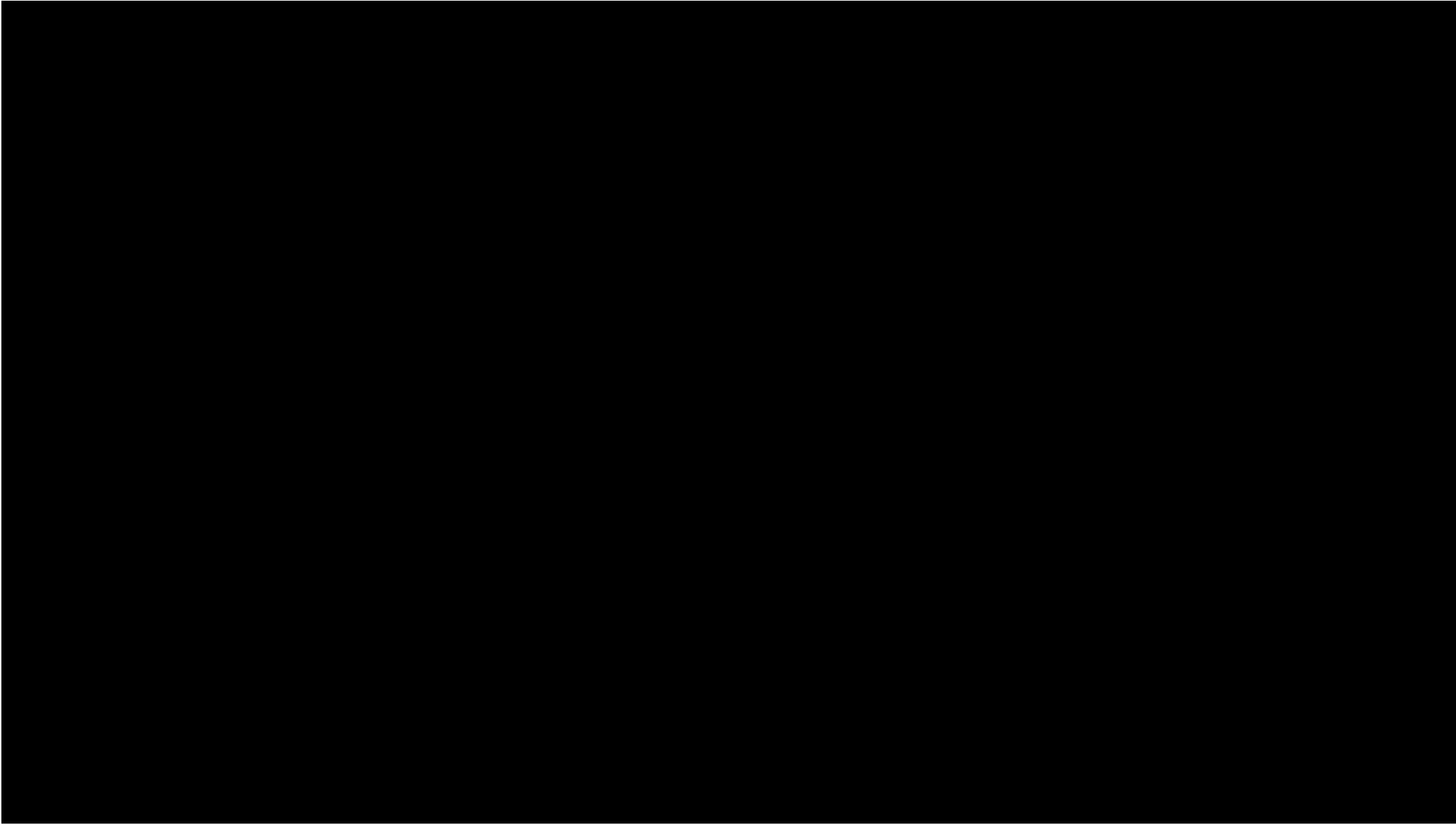


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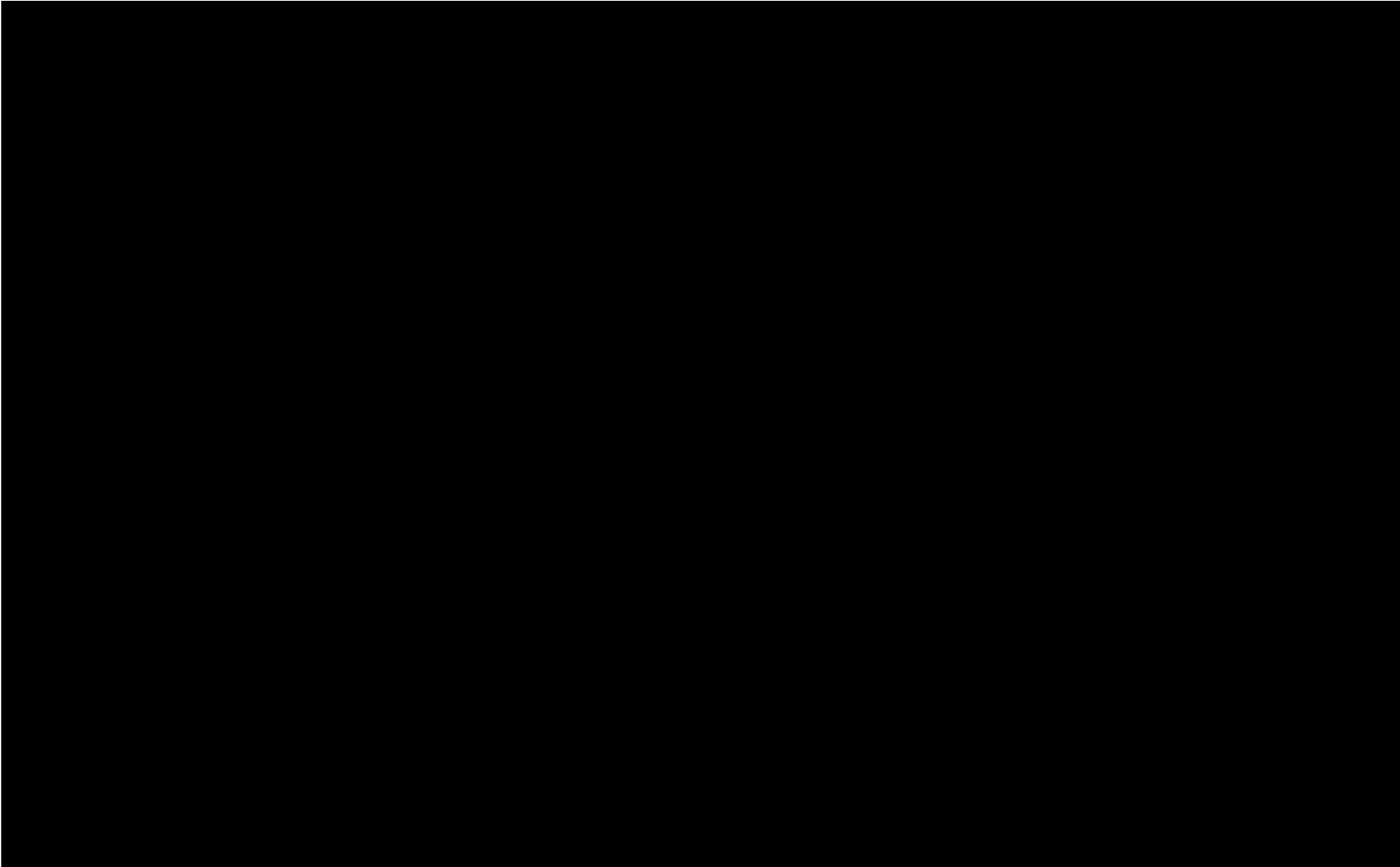
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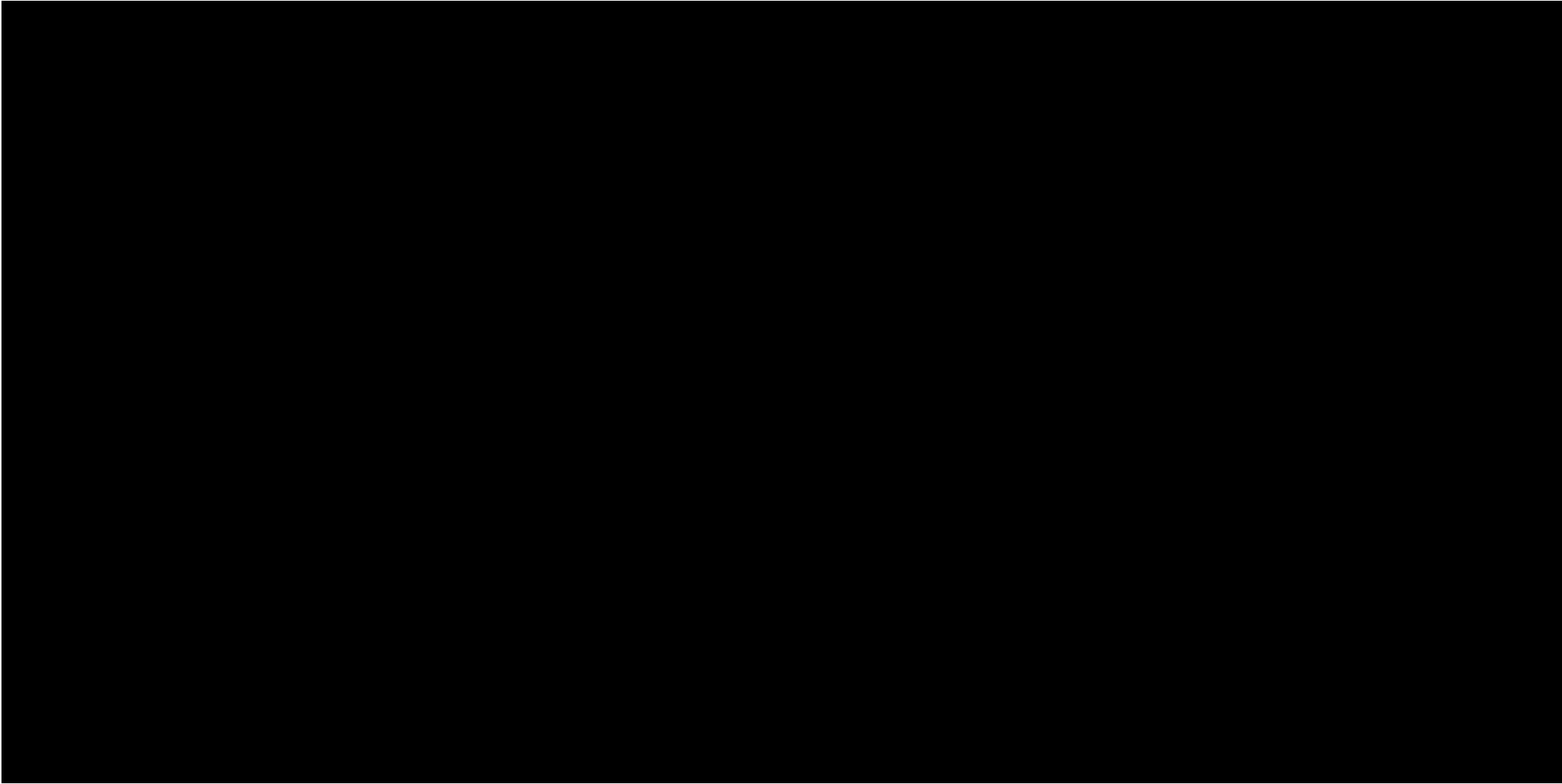
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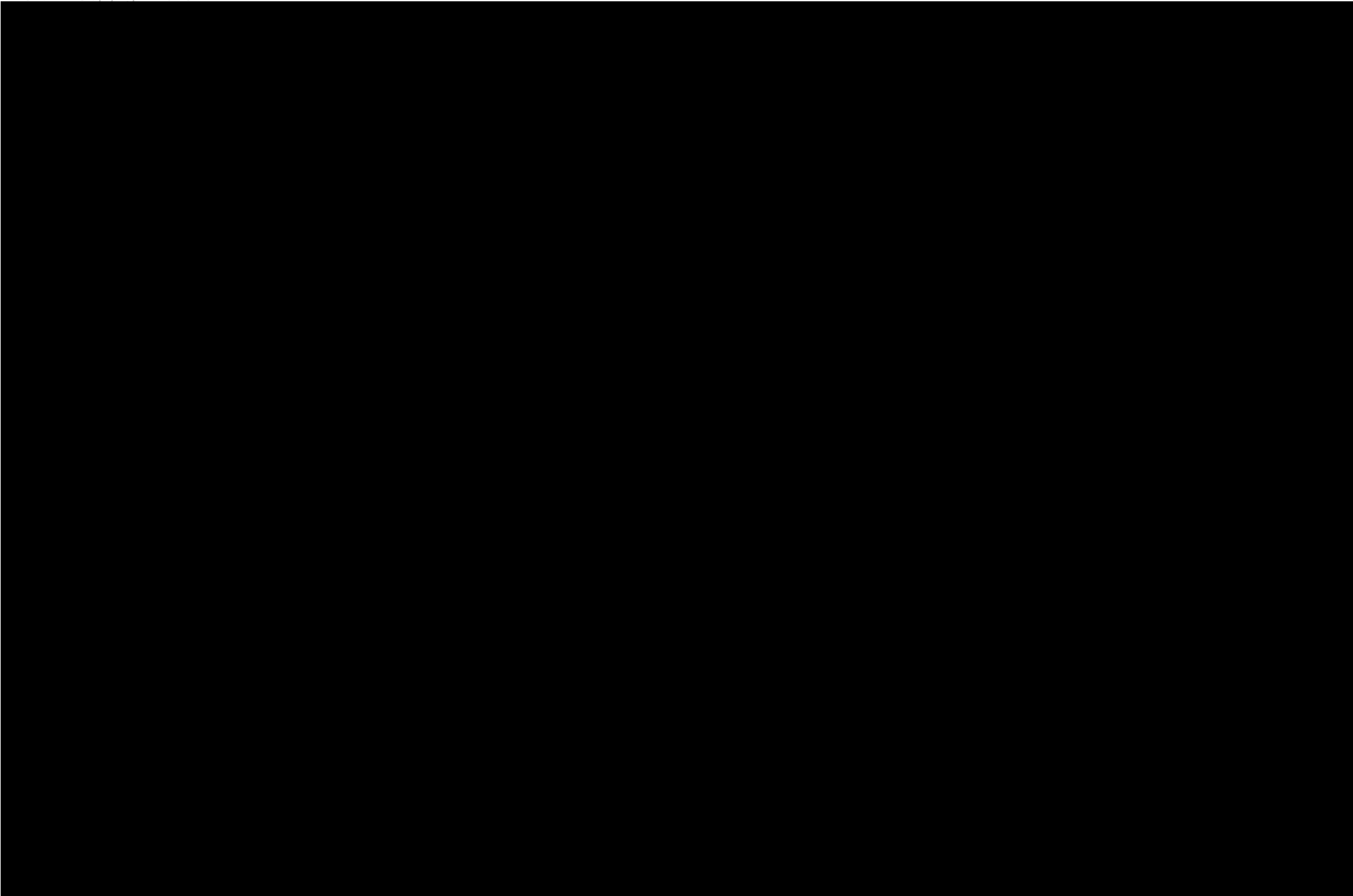
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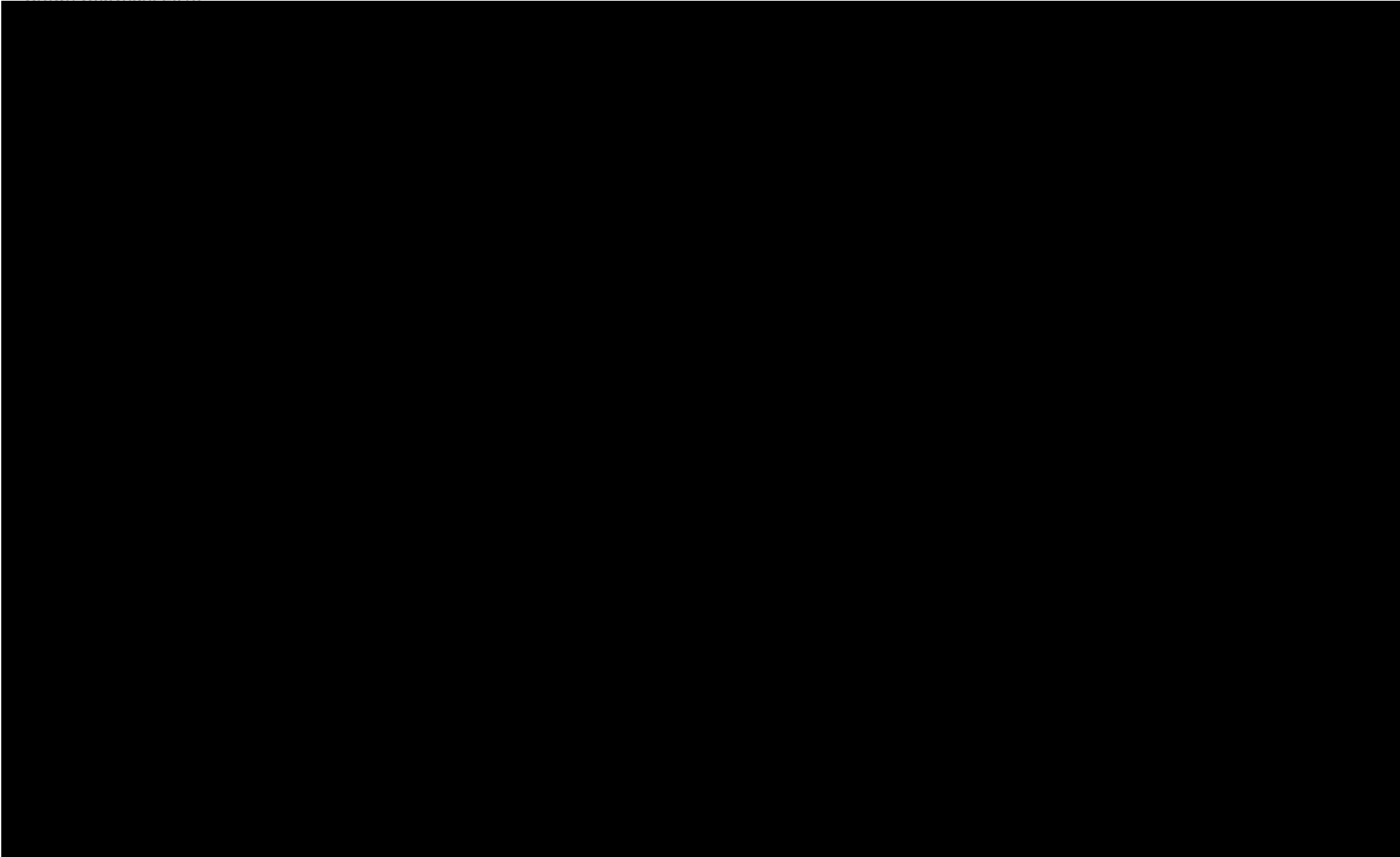
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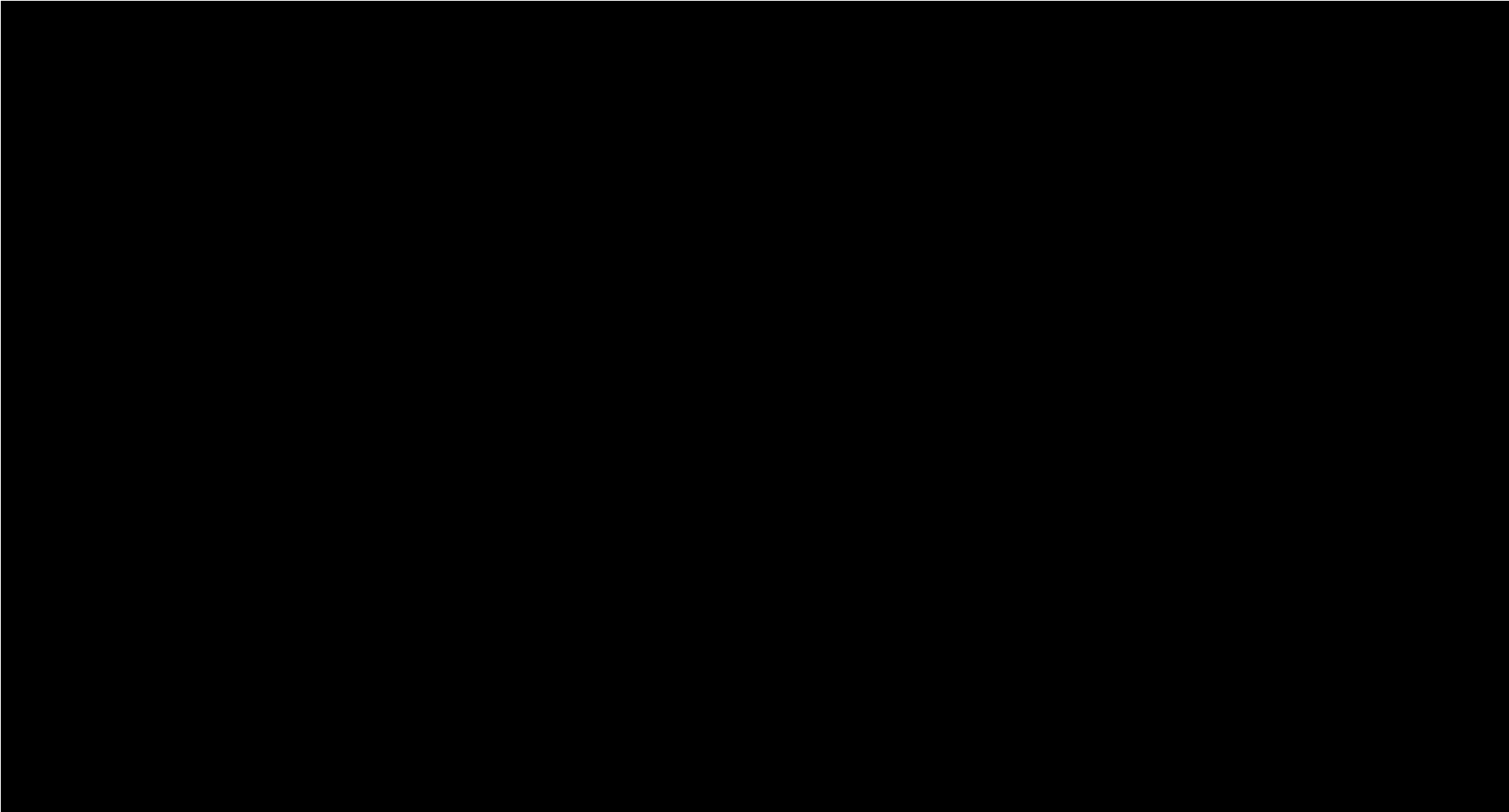
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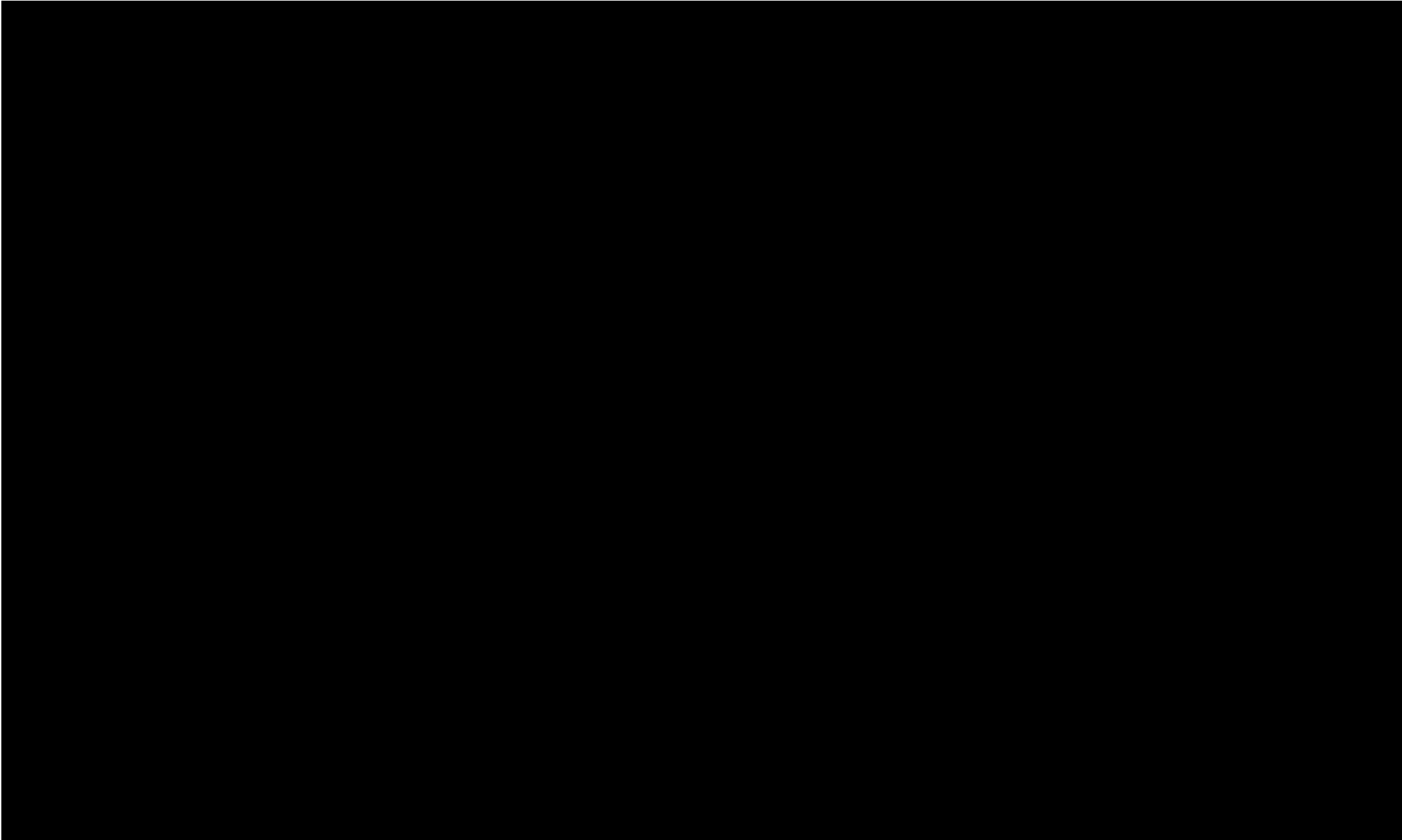
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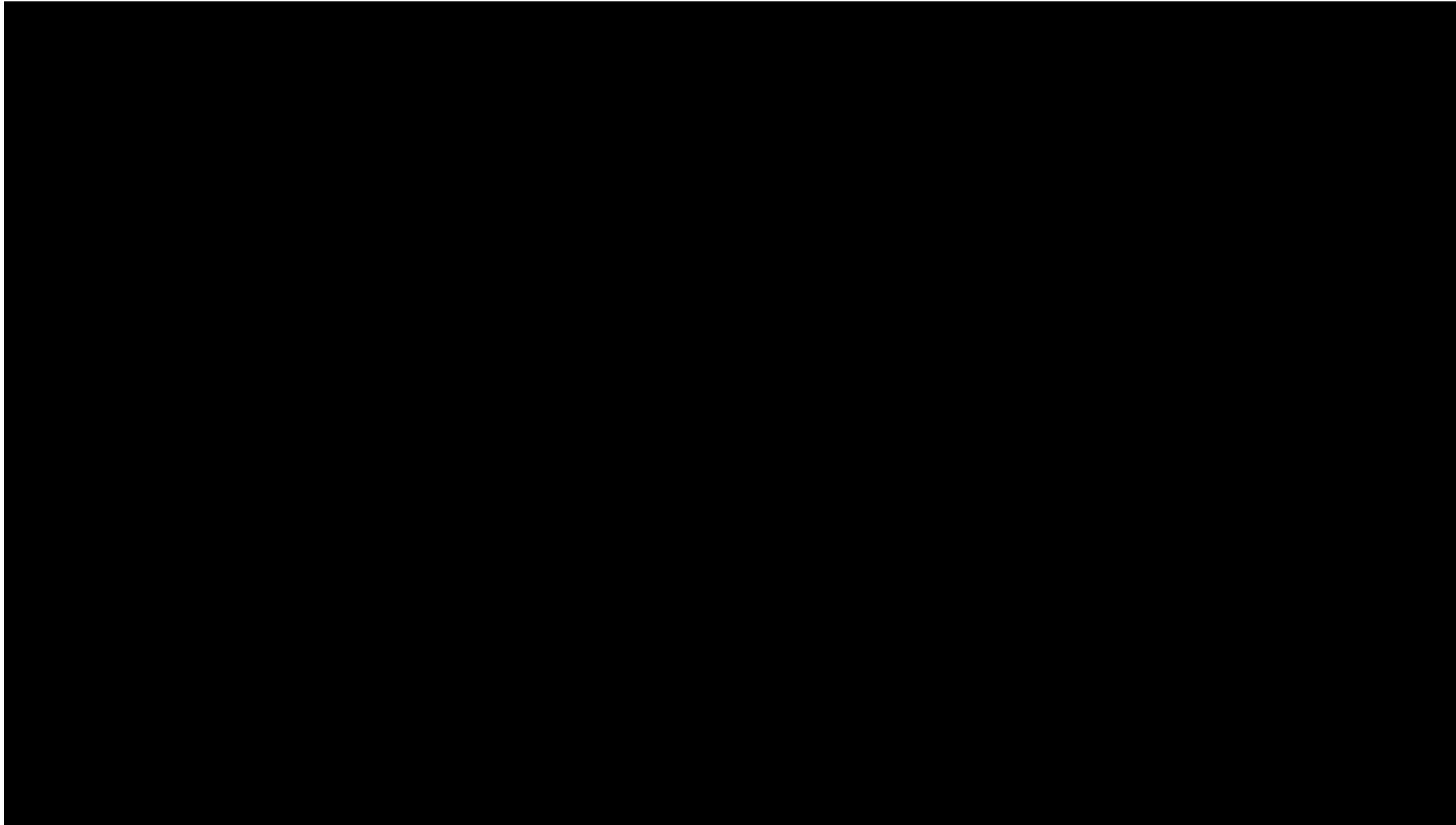


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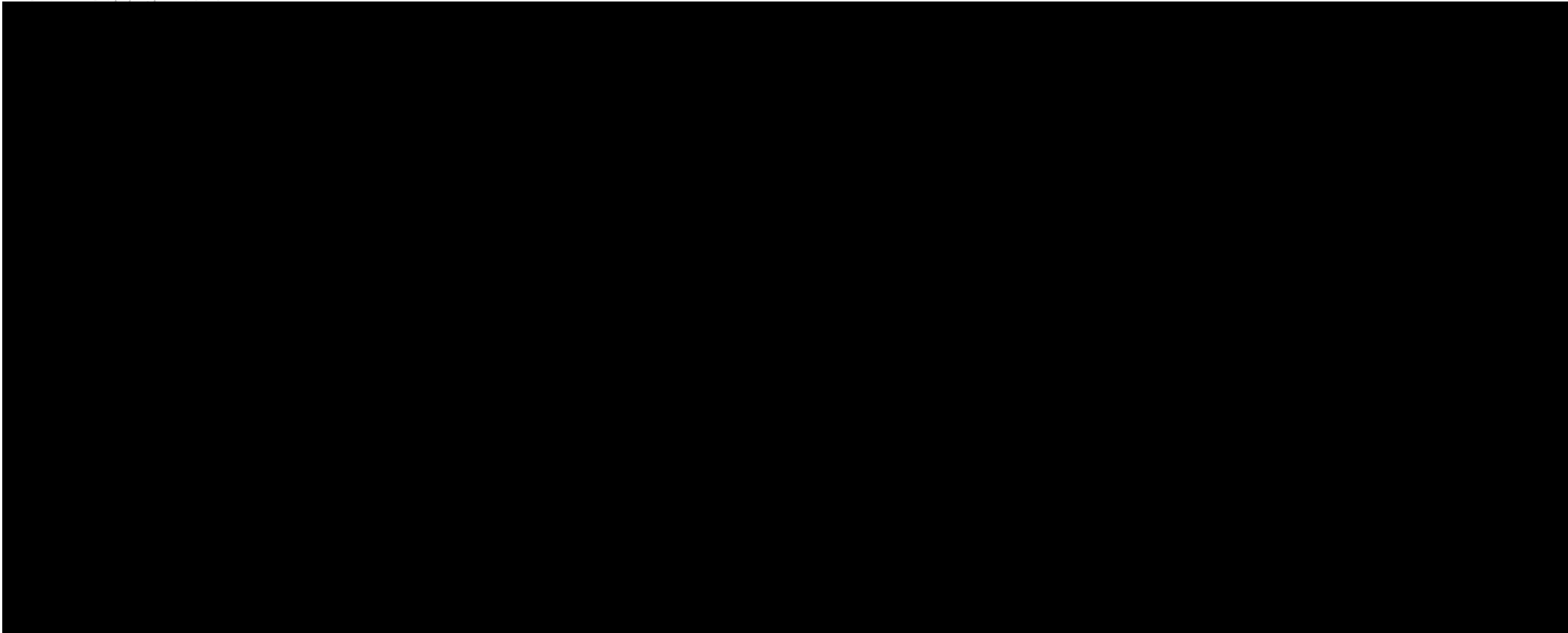


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Call-Off Schedule 13: (Implementation Plan and Testing)

Call-Off Ref:

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Call-Off Schedule 6 (ICT Services)**Definitions**

In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Buyer Property"	the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Contract;
"Buyer Software"	any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables;
"Buyer System"	the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables;
"Commercial off the shelf Software" or "COTS Software"	Non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms
"Core Network"	the provision of any shared central core network capability forming part of the overall Services delivered to the Buyer, which is not specific or exclusive to a specific Call-Off Contract, and excludes any configuration information specifically associated with a specific Call-Off Contract;
"Defect"	any of the following: a) any error, damage or defect in the manufacturing of a Deliverable; or b) any error or failure of code within the Software which causes a Deliverable to

Call-Off Schedule 13: (Implementation Plan and Testing)

Call-Off Ref:

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	malfunction or to produce unintelligible or incorrect results; or
	<p>c) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call Off Contract; or</p> <p>d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract;</p>
"Emergency Maintenance"	ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;
"ICT Environment"	the Buyer System and the Supplier System;
"Licensed Software"	all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Buyer for the purposes of or pursuant to this Call Off Contract, including any COTS Software;
"Maintenance Schedule"	has the meaning given to it in paragraph 8 of this Schedule;
"Malicious Software"	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"New Release"	an item produced primarily to extend, alter or improve the Software and/or any Deliverable by

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	providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;
"Open Source Software"	computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;
"Operating Environment"	means the Buyer System and any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: the Deliverables are (or are to be) provided; or the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or where any part of the Supplier System is situated;
"Permitted Maintenance"	has the meaning given to it in paragraph 8.2 of this Schedule;
"Quality Plans"	has the meaning given to it in paragraph 6.1 of this Schedule;
"Sites"	has the meaning given to it in Joint Schedule 1 (Definitions), and for the purposes of this Call Off Schedule shall also include any premises from, to or at which physical interface with the Buyer System takes place;
"Software"	Specially Written Software COTS Software and non-COTS Supplier and third party Software;
"Software Supporting Materials"	has the meaning given to it in paragraph 9.1 of this Schedule;
"Source Code"	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts,

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	technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
"Specially Written Software"	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR;
"Supplier System"	the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System);

When this Schedule should be used

This Schedule is designed to provide additional provisions necessary to facilitate the provision of ICT Services which are part of the Deliverables.

Buyer due diligence requirements

This paragraph 3 applies where the Buyer has conducted a Further Competition Procedure. The Supplier shall satisfy itself of all relevant details, including but not limited to, details relating to the following;

suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Start Date) future Operating Environment;

operating processes and procedures and the working methods of the Buyer;

ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and

existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Contract and/or which the

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Supplier will require the benefit of for the provision of the Deliverables.

The Supplier confirms that it has advised the Buyer in writing of:

each aspect, if any, of the Operating Environment that is not suitable for the provision of the ICT Services;

each aspect, if any, of the Operating Environment where the provision of the Services will be subject to site surveys, wayleaves and/or any other consents not yet granted;

the actions needed to remedy each such unsuitable aspect; and

a timetable for and the costs of those actions.

Licensed software warranty

The Supplier represents and warrants that:

it has and shall continue to have all necessary rights in and to the Licensed Software made available by the Supplier (and/or any Sub-Contractor) to the Buyer which are necessary for the performance of the Supplier's obligations under this Contract including the receipt of the Deliverables by the Buyer;

all components of the Specially Written Software shall:

be free from material design and programming errors;

perform in all material respects in accordance with the relevant specifications contained in Call Off Schedule 14 (Service Levels) and Documentation; and

not infringe any IPR.

Provision of ICT Services

The Supplier shall:

ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with the interface requirements of the Buyer and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Buyer three (3) Months before the release of any new COTS Software or Upgrade;

ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;

ensure that the Supplier System will be free of all encumbrances;

ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Contract;

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minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the Deliverables;

Standards and Quality Requirements

The Supplier shall where requested by the Buyer as part of their Further Competition Procedure, develop, in the timescales specified in the Order Form, quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**").

The Supplier shall seek Approval from the Buyer (not to be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Deliverables are provided to the standard required by this Contract.

Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.

The Supplier shall ensure that the Supplier Personnel shall at all times during the Call Off Contract Period:

be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Contract;

apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and

obey all lawful instructions and reasonable directions of the Buyer (including, if so required by the Buyer, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Buyer.

ICT Audit

The Supplier shall allow any auditor access to the Supplier premises to:

inspect the ICT Environment and the wider service delivery environment (or any part of them);

review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;

review the Supplier's quality management systems including all relevant Quality Plans.

Maintenance of the ICT Environment

If requested by the Buyer as part of its Further Competition Procedure, the Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**") and make it available to the Buyer for Approval in accordance with the timetable and instructions specified by the Buyer.

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Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (other than to the Core Network) (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.

The Supplier shall give as much notice as is reasonably practicable to the Buyer prior to carrying out any Emergency Maintenance, including to the Core Network.

The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment and/or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Deliverables.

Intellectual Property Rights in ICT**Assignments granted by the Supplier: Specially Written Software**

The Supplier assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Buyer with full guarantee (or shall procure assignment to the Buyer), title to and all rights and interest in the Specially Written Software together with and including:

the Documentation, Source Code and the Object Code of the Specially Written Software; and

all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (together the "**Software Supporting Materials**").

The Supplier shall:

inform the Buyer of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;

deliver to the Buyer the Specially Written Software and any computer program elements of the New IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of them promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Buyer and the Buyer shall become the owner of such media upon receipt; and

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without prejudice to paragraph 9.1.2.2, provide full details to the Buyer of any of the Supplier's Existing IPRs or Third Party IPRs which are embedded or which are an integral part of the Specially Written Software or New IPR and the Supplier hereby grants to the Buyer and shall procure that any relevant third party licensor shall grant to the Buyer a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit such Supplier's Existing IPRs and Third Party IPRs to the extent that it is necessary to enable the Buyer to obtain the full benefits of ownership of the Specially Written Software and New IPRs.

The Supplier shall promptly execute all such assignments as are required to ensure that any rights in the Specially Written Software and New IPRs are properly transferred to the Buyer.

Licences for non-COTS IPR from the Supplier and third parties to the Buyer

Unless the Buyer gives its Approval the Supplier must not use any:

- a) of its own Existing IPR that is not COTS Software;
- b) third party software that is not COTS Software

Where the Buyer Approves the use of the Supplier's Existing IPR that is not COTS Software the Supplier shall grant to the Buyer a perpetual, royalty-free and non-exclusive licence to use adapt, and sub-license the same for any purpose relating to the Deliverables (or substantially equivalent deliverables) or for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Central Government Body, any other Central Government Body's) business or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Call Off Contract Period and after expiry of the Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Supplier.

Where the Buyer Approves the use of third party Software that is not COTS Software the Supplier shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the Buyer on terms at least equivalent to those set out in Paragraph 9.2.2. If the Supplier cannot obtain such a licence for the Buyer it shall:

notify the Buyer in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Supplier could seek to use; and

only use such third party IPR as referred to at paragraph 9.2.3.1 if the Buyer Approves the terms of the licence from the relevant third party.

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Where the Supplier is unable to provide a license to the Supplier's Existing IPR in accordance with Paragraph 9.2.2 above, it must meet the requirement by making use of COTS Software or Specially Written Software.

The Supplier may terminate a licence granted under paragraph 9.2.1 by giving at least thirty (30) days' notice in writing if there is an Authority Cause which constitutes a material Default which, if capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Buyer written notice specifying the breach and requiring its remedy.

Licenses for COTS Software by the Supplier and third parties to the Buyer

The Supplier shall either grant, or procure that the owners or the authorised licensors of any COTS Software grant, a direct licence to the Buyer on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

Where the Supplier owns the COTS Software it shall make available the COTS software to a Replacement Supplier at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

Where a third party is the owner of COTS Software licensed in accordance with this Paragraph 9.3 the Supplier shall support the Replacement Supplier to make arrangements with the owner or authorised licensee to renew the license at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

The Supplier shall notify the Buyer within seven (7) days of becoming aware of any COTS Software which in the next thirty-six (36) months:
will no longer be maintained or supported by the developer; or
will no longer be made commercially available

Buyer's right to assign/novate licences

The Buyer may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to paragraph 9.2 (to:
a Central Government Body; or
to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer.

If the Buyer ceases to be a Central Government Body, the successor body to the Buyer shall still be entitled to the benefit of the licences granted in paragraph 9.2.

Licence granted by the Buyer

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The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Contract Period to use the Buyer Software and the Specially Written Software solely to the extent necessary for providing the Deliverables in accordance with this Contract, including the right to grant sub-licences to Sub-Contractors provided that any relevant Sub-Contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 15 (Confidentiality).

Open Source Publication

Unless the Buyer otherwise agrees in advance in writing (and subject to paragraph 9.6.3) all Specially Written Software and computer program elements of New IPR shall be created in a format, or able to be converted (in which case the Supplier shall also provide the converted format to the Buyer) into a format, which is:

suitable for publication by the Buyer as Open Source; and

based on Open Standards (where applicable),

and the Buyer may, at its sole discretion, publish the same as Open Source.

The Supplier hereby warrants that the Specially Written Software and the New IPR:

are suitable for release as Open Source and that the Supplier has used reasonable endeavours when developing the same to ensure that publication by the Buyer will not enable a third party to use them in any way which could reasonably be foreseen to compromise the operation, running or security of the Specially Written Software, New IPRs or the Buyer System;

have been developed using reasonable endeavours to ensure that their publication by the Buyer shall not cause any harm or damage to any party using them;

do not contain any material which would bring the Buyer into disrepute;

can be published as Open Source without breaching the rights of any third party;

will be supplied in a format suitable for publication as Open Source ("**the Open Source Publication Material**") no later than the date notified by the Buyer to the Supplier; and

do not contain any Malicious Software.

Where the Buyer has Approved a request by the Supplier for any part of the Specially Written Software or New IPRs to be excluded from the requirement to be in an Open Source format due to the intention to embed or integrate Supplier Existing IPRs and/or Third Party IPRs

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(and where the Parties agree that such IPRs are not intended to be published as Open Source), the Supplier shall:

as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Deliverables based on IPRs which are to be excluded from Open Source publication; and

include in the written details and information about the impact that inclusion of such IPRs or Deliverables based on such IPRs, will have on any other Specially Written Software and/or New IPRs and the Buyer's ability to publish such other items or Deliverables as Open Source.

Malicious Software

The Supplier shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.

If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its desired operating efficiency.

Any cost arising out of the actions of the Parties taken in compliance with the provisions of paragraph 9.7.2 shall be borne by the Parties as follows:

by the Supplier, where the Malicious Software originates from the Supplier Software, the third party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and

by the Buyer, if the Malicious Software originates from the Buyer Software or the Buyer Data (whilst the Buyer Data was under the control of the Buyer).

[Supplier-Furnished Terms**Software Licence Terms**

Terms for licensing of non-COTS third party software in accordance with Paragraph 9.2.3 are detailed in Part 1A of Call Off Schedule 24 (Supplier Furnished Terms)

Terms for licensing of COTS software in accordance with Paragraph 9.3 are detailed in Part 1B of Call Off Schedule 24 (Supplier Furnished Terms)

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11. Customer Premises**11.1. Licence to occupy Buyer Premises**

11.1.1. Any Buyer Premises shall be made available to the Supplier on a non-exclusive licence basis free of charge and shall be used by the Supplier solely for the purpose of performing its obligations under this Call-Off Contract. The Supplier shall have the use of such Buyer Premises as licensee and shall vacate the same immediately upon completion, termination, expiry or abandonment of this Call-Off Contract and in accordance with Call-Off Schedule 10 (Exit Management).

11.1.2 The Supplier shall limit access to the Buyer Premises to such Supplier Staff as is necessary to enable it to perform its obligations under this Call-Off Contract and the Supplier shall co-operate (and ensure that the Supplier Staff co-operate) with such other persons working concurrently on such Buyer Premises as the Buyer may reasonably request.

11.1.3 Save in relation to such actions identified by the Supplier in accordance with paragraph 3.2 of this Call-Off Schedule 6 and set out in the Order Form (or elsewhere in this Call-Off Contract), should the Supplier require modifications to the Buyer Premises, such modifications shall be subject to Approval and shall be carried out by the Buyer at the Supplier's expense. The Buyer shall undertake any modification work which it approves pursuant to this paragraph 11.1.3 without undue delay. Ownership of such modifications shall rest with the Buyer.

11.1.4 The Supplier shall observe and comply with such rules and regulations as may be in force at any time for the use of such Buyer Premises and conduct of personnel at the Buyer Premises as determined by the Buyer, and the Supplier shall pay for the full cost of making good any damage caused by the Supplier Staff other than fair wear and tear. For the avoidance of doubt, damage includes without limitation damage to the fabric of the buildings, plant, fixed equipment or fittings therein.

11.1.5 The Parties agree that there is no intention on the part of the Buyer to create a tenancy of any nature whatsoever in favour of the Supplier or the Supplier Staff and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to this Call-Off Contract, the Buyer retains the right at any time to use any Buyer Premises in any manner it sees fit.

11.2. Security of Buyer Premises

11.2.1 The Buyer shall be responsible for maintaining the security of the Buyer Premises. The Supplier shall comply with the reasonable security requirements of the Buyer while on the Buyer Premises.

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11.2.2 The Buyer shall afford the Supplier upon Approval (the decision to Approve or not will not be unreasonably withheld or delayed) an opportunity to inspect its physical security arrangements.

12. Buyer Property

12.1. Where the Buyer issues Buyer Property free of charge to the Supplier such Buyer Property shall be and remain the property of the Buyer and the Supplier irrevocably licences the Buyer and its agents to enter upon any premises of the Supplier during normal business hours on reasonable notice to recover any such Buyer Property.

12.2. The Supplier shall not in any circumstances have a lien or any other interest on the Buyer Property and at all times the Supplier shall possess the Buyer Property as fiduciary agent and bailee of the Buyer.

12.3. The Supplier shall take all reasonable steps to ensure that the title of the Buyer to the Buyer Property and the exclusion of any such lien or other interest are brought to the notice of all Subcontractors and other appropriate persons and shall, at the Buyer's request, store the Buyer Property separately and securely and ensure that it is clearly identifiable as belonging to the Buyer.

12.4. The Buyer Property shall be deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies the Buyer otherwise within five (5) Working Days of receipt.

12.5. The Supplier shall maintain the Buyer Property in good order and condition (excluding fair wear and tear) and shall use the Buyer Property solely in connection with this Call-Off Contract and for no other purpose without Approval.

12.6. The Supplier shall ensure the security of all the Buyer Property whilst in its possession, either on the Sites or elsewhere during the supply of the Services, in accordance with Call-Off Schedule 9 (Security) and the Buyer's reasonable security requirements from time to time.

12.7. The Supplier shall be liable for all loss of, or damage to the Buyer Property, (excluding fair wear and tear), unless such loss or damage was solely caused by an Authority Cause. The Supplier shall inform the Buyer immediately of becoming aware of any defects appearing in or losses or damage occurring to the Buyer Property.

13. Supplier Equipment

13.1. Unless otherwise stated in the Order Form (or elsewhere in this Call-Off Contract), the Supplier shall provide all the Supplier Equipment necessary for the provision of the Services.

13.2. The Supplier shall not deliver any Supplier Equipment nor begin any work on the Buyer Premises without obtaining Approval.

13.3. The Supplier shall be solely responsible for the cost of carriage of the Supplier Equipment to the Sites and/or any Buyer

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Premises, including its off-loading, removal of all packaging and all other associated costs. Likewise on the Call-Off Expiry Date the Supplier shall be responsible for the removal of all relevant Supplier Equipment from the Sites and/or any Buyer Premises, including the cost of packing, carriage and making good the Sites and/or the Buyer Premises following removal.

13.4. All the Supplier's property, including Supplier Equipment, shall remain at the sole risk and responsibility of the Supplier, except that the Buyer shall be liable for loss of or damage to any of the Supplier's property located on Buyer Premises which is due to the negligent act or omission of the Buyer.

13.5. Subject to any express provision of the BCDR Plan (if applicable) to the contrary, the loss or destruction for any reason of any Supplier Equipment shall not relieve the Supplier of its obligation to supply the Services in accordance with this Call Off Contract, including the Service Levels.

13.6. The Supplier shall maintain all Supplier Equipment within the Sites and/or the Buyer Premises in a safe, serviceable and clean condition.

13.7. The Supplier shall, at the Buyer's written request, at its own expense and as soon as reasonably practicable:

13.7.1. remove from the Buyer Premises any Supplier Equipment or any component part of Supplier Equipment which in the reasonable opinion of the Buyer is either hazardous, noxious or not in accordance with this Call-Off Contract; and

13.7.2. replace such Supplier Equipment or component part of Supplier Equipment with a suitable substitute item of Supplier Equipment.

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Call-Off Schedule 7 (Key Supplier Staff)

1.1 Table 1 below sets out the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.

Role	Named Individual
Customer Account Manager	
Service Manager	Assigned Service Manager

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 Not applicable.

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 where there is the intention to remove or replace any member of Key Staff, engage with the Buyer and provide reasons for any change. The Supplier will acknowledge any request from the Buyer to retain Key Staff, but the Supplier will have ultimate right on any decision. The Supplier shall 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 three (3) Months’ 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

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- 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.

Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

Part B is applicable.

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

“Annual Revenue”	means, for the purposes of determining whether an entity is a Public Sector Dependent Supplier, the audited consolidated aggregate revenue (including share of revenue of joint ventures and Associates) reported by the Supplier or, as appropriate, the Supplier Group in its most recent published accounts, subject to the following methodology: <ul style="list-style-type: none">(a) figures for accounting periods of other than 12 months should be scaled pro rata to produce a proforma figure for a 12 month period; and(b) where the Supplier, the Supplier Group and/or their joint ventures and Associates report in a foreign currency, revenue should be converted to British Pound Sterling at
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	the closing exchange rate on the Accounting Reference Date;
“Appropriate Authority” or “Appropriate Authorities”	means the Buyer and the Cabinet Office Markets and Suppliers Team or, where the Supplier is a Strategic Supplier, the Cabinet Office Markets and Suppliers Team;
“Associates”	means, in relation to an entity, an undertaking in which the entity owns, directly or indirectly, between 20% and 50% of the voting rights and exercises a degree of control sufficient for the undertaking to be treated as an associate under generally accepted accounting principles;
"BCDR Plan"	<p>a plan which details the processes and arrangements that the Supplier shall follow to:</p> <ul style="list-style-type: none"> (a) ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and (b) the recovery of the Deliverables in the event of a Disaster;
"Business Continuity Plan"	has the meaning given to it in Paragraph 1.3.2 of this Schedule;
“Class 1 Transaction”	has the meaning set out in the listing rules issued by the UK Listing Authority;
“Control”	the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and “Controls” and “Controlled” shall be interpreted accordingly;

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“Corporate Change Event”	<p>means:</p> <ul style="list-style-type: none"> (a) any change of Control of the Supplier or a Parent Undertaking of the Supplier; (b) any change of Control of any member of the Supplier Group which, in the reasonable opinion of the Buyer, could have a material adverse effect on the Deliverables; (c) any change to the business of the Supplier or any member of the Supplier Group which, in the reasonable opinion of the Buyer, could have a material adverse effect on the Deliverables; (d) a Class 1 Transaction taking place in relation to the shares of the Supplier or any Parent Undertaking of the Supplier whose shares are listed on the main market of the London Stock Exchange plc; (e) an event that could reasonably be regarded as being equivalent to a Class 1 Transaction taking place in respect of the Supplier or any Parent Undertaking of the Supplier; (f) payment of dividends by the Supplier or the ultimate Parent Undertaking of the Supplier Group exceeding 25% of the Net Asset Value of the Supplier or the ultimate Parent Undertaking of the Supplier Group respectively in any 12 month period; (g) an order is made or an effective resolution is passed for the winding up of any member of the Supplier Group; (h) any member of the Supplier Group stopping payment of its debts generally or becoming unable to pay its debts within the meaning of section 123(1) of the Insolvency Act 1986 or any member of the Supplier Group ceasing to carry on all or substantially all its business, or any compromise, composition, arrangement or agreement being made with creditors of any member of the Supplier Group; (i) the appointment of a receiver, administrative receiver or administrator in respect of or over all or a material part of the undertaking or assets of any member of the Supplier Group; and/or
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	(j) any process or events with an effect analogous to those in paragraphs (e) to (g) inclusive above occurring to a member of the Supplier Group in a jurisdiction outside England and Wales;
“Critical National Infrastructure”	<p>means those critical elements of UK national infrastructure (namely assets, facilities, systems, networks or processes and the essential workers that operate and facilitate them), the loss or compromise of which could result in:</p> <p>(a) major detrimental impact on the availability, integrity or delivery of essential services – including those services whose integrity, if compromised, could result in significant loss of life or casualties – taking into account significant economic or social impacts; and/or</p> <p>(b) significant impact on the national security, national defence, or the functioning of the UK;</p>
“Critical Service Contract”	a service contract which the Buyer has categorised as a Gold Contract using the Cabinet Office Contract Tiering Tool or which the Buyer otherwise considers should be classed as a Critical Service Contract;
“CRP Information”	<p>means, together, the:</p> <p>Group Structure Information and Resolution Commentary; and</p> <p>UK Public Sector and CNI Contract Information;</p>
“Dependent Parent Undertaking”	means any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether directly or indirectly, with any financial, trading, managerial or other assistance of whatever nature, without which the Supplier would be unable to continue the day to day conduct

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	and operation of its business in the same manner as carried on at the time of entering into the Contract, including for the avoidance of doubt the provision of the Deliverables in accordance with the terms of the Contract;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable);
"Disaster Recovery Deliverables"	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 1.3.3 of this Schedule;
"Disaster Recovery System"	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Group Structure Information and Resolution Commentary"	means the information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 2 to 4 and Appendix 1 to Part C;
"Parent Undertaking"	has the meaning set out in section 1162 of the Companies Act 2006;
"Public Sector Dependent Supplier"	means a supplier where that supplier, or that supplier's group has Annual Revenue of £50 million or more of which over 50% is generated from UK Public Sector Business;
"Related Supplier"	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
"Review Report"	has the meaning given to it in Paragraph 6.3 of Part B of this Schedule;
"Strategic Supplier"	means those suppliers to government listed at

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	https://www.gov.uk/government/publications/strategic-suppliers ;
“Subsidiary Undertaking”	has the meaning set out in section 1162 of the Companies Act 2006;
“Supplier Group”	means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings;
"Supplier's Proposals"	has the meaning given to it in Paragraph 6.3 of Part B of this Schedule;
“UK Public Sector Business”	means any goods, service or works provision to UK public sector bodies, including Central Government Departments and their arm's length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police, fire and rescue, education bodies and devolved administrations; and
“UK Public Sector / CNI Contract Information”	means the information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 2 to 4 of Part C and Appendix 2 of Part C;

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Part A: BCDR Plan

Unless otherwise specified in this Schedule, this Part A shall apply only to Call-Off Contracts which have been awarded via Direct Award in accordance with Framework Schedule 7 (Call-Off Contract Award Procedure).

Part B is applicable to this Call-Off Contract.

1. BCDR Plan

- 1.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 1.2 Promptly (and in any event within 30 days) after the Start Date, the Supplier shall provide to the Buyer its BCDR Plan.
- 1.3 The Supplier shall ensure at all times that its BCDR Plan conforms with Good Industry Practice.
- 1.4 The Supplier may from time to time during the Contract Period review, update, and/or test its BCDR Plan. The Supplier shall ensure that any use by it or any Subcontractor of "live" buyer data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.
- 1.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test of its BCDR Plan, provide to the Buyer a report setting out:
 - 1.5.1 the outcome of the test;
 - 1.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - 1.5.3 the Supplier's proposals for remedying any such failures.
- 1.6 In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke its BCDR Plan (and shall inform the Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Buyer.
- 1.7 To the extent the BCDR Plan contains processes, procedures, and/or other content which is designed to permit the continuity of the business operations of the Buyer supported by the Deliverables through continued provision of the Deliverables following an Insolvency Event of the Supplier, any Key Sub-contractor and/or any supplier, the BCDR Plan shall be invoked by the Supplier:

where an Insolvency Event of a Key Sub-contractor and/or Supplier Group member (other than the Supplier) could reasonably be expected to adversely affect delivery of the Deliverables; and/or

where there is an Insolvency Event of the Supplier and the insolvency

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Project Version: v1.1

Model Version: v3.3

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arrangements enable the Supplier to invoke the plan.

Part B: BCDR Plan - Long Form

This Part B shall apply to all Call-Off Contracts which have been awarded via a Further Competition procedure in accordance with Framework Schedule 7 (Call-Off Contract Award Procedure) and shall not apply to any Call-Off Contracts awarded via Direct Award.

1. BCDR Plan

1.1 At least ninety (90) Working Days prior to the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a "**BCDR Plan**"), which shall detail the processes and arrangements that the Supplier shall follow to:

1.1.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and

1.1.2 the recovery of the Deliverables in the event of a Disaster

1.2 The BCDR Plan shall be divided into four sections:

1.2.1 Section 1 which shall set out general principles applicable to the BCDR Plan

1.2.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**");

1.2.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**"); and

1.2.4 Section 4 which shall relate to an Insolvency Event of the Supplier, and Key-Subcontractors and/or any Supplier Group member (the "**Insolvency Continuity Plan**").

1.3 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

1.4 To the extent the Supplier fails to supply its BCDR Plan in compliance with paragraph 1.2, the Buyer may at its discretion require the Supplier to promptly provide its BCDR Plan and comply with the provisions of Part A of this Schedule until the Supplier provides its BCDR Plan. Exercise by the Buyer of its rights under this paragraph 1.5 shall not prevent and/or restrict the Buyer from exercising its other rights and remedies under this Contract, and shall not relieve the Supplier of its obligations under this Part B.]

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2. General Principles of the BCDR Plan (Section 1)**2.1** Section 1 of the BCDR Plan shall:

- 2.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
- 2.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;
- 2.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
- 2.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any Related Supplier(s) in each case as notified to the Supplier by the Buyer from time to time;
- 2.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
- 2.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
 - (b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
 - (c) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
 - (d) a business impact analysis of different anticipated failures or disruptions;
- 2.1.7 provide for documentation of processes, including business processes, and procedures;
- 2.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
- 2.1.9 identify the procedures for reverting to "normal service";
- 2.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- 2.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan;
- 2.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans;
- 2.1.13 set out how the business continuity and disaster recovery elements of the BCDR Plan link to the Insolvency Continuity Plan, and how the Insolvency

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Continuity Plan links to the business continuity and disaster recovery elements of the BCDR Plan;

- 2.1.14 contain an obligation upon the Supplier to liaise with the Buyer and (at the Buyer's request) any Related Supplier with respect to issues concerning insolvency continuity where applicable; and
- 2.1.15 detail how the BCDR Plan links and interoperates with any overarching and/or connected insolvency continuity plan of the Buyer and any of its other Related Suppliers in each case as notified to the Supplier by the Buyer from time to time.
- 2.2 The BCDR Plan shall be designed so as to ensure that:
 - 2.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 2.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 2.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 2.2.4 it details a process for the management of disaster recovery testing.
- 2.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 2.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

3. Business Continuity (Section 2)

- 3.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:
 - 3.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and
 - 3.1.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.
- 3.2 The Business Continuity Plan shall:
 - 3.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;
 - 3.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;

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3.2.3 specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and

3.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

4. Disaster Recovery (Section 3)

4.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.

4.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:

4.2.1 loss of access to the Buyer Premises;

4.2.2 loss of utilities to the Buyer Premises;

4.2.3 loss of the Supplier's helpdesk or CAFM system;

4.2.4 loss of a Subcontractor;

4.2.5 emergency notification and escalation process;

4.2.6 contact lists;

4.2.7 staff training and awareness;

4.2.8 BCDR Plan testing;

4.2.9 post implementation review process;

4.2.10 any applicable Performance Indicators (PI's) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;

4.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;

4.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and

4.2.13 testing and management arrangements.

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5. Insolvency Continuity Plan (Section 4)

- 5.1 The Insolvency Continuity Plan shall be designed by the Supplier to permit continuity of the business operations of the Buyer supported by the Deliverables through continued provision of the Deliverables following an Insolvency Event of the Supplier, any Key Sub-contractor and/or any Supplier Group member with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Insolvency Continuity Plan shall include the following:
- 5.2.1 communication strategies which are designed to minimise the potential disruption to the provision of the Deliverables, including key contact details in respect of the supply chain and key contact details for operational and contract Supplier Staff, Key Subcontractor personnel and Supplier Group member personnel;
 - 5.2.2 identification, explanation, assessment and an impact analysis of risks in respect of dependencies between the Supplier, Key Subcontractors and Supplier Group members where failure of those dependencies could reasonably have an adverse impact on the Deliverables;
 - 5.2.3 plans to manage and mitigate identified risks;
 - 5.2.4 details of the roles and responsibilities of the Supplier, Key Subcontractors and/or Supplier Group members to minimise and mitigate the effects of an Insolvency Event of such persons on the Deliverables;
 - 5.2.5 details of the recovery team to be put in place by the Supplier (which may include representatives of the Supplier, Key Subcontractors and Supplier Group members); and
 - 5.2.6 sufficient detail to enable an appointed insolvency practitioner to invoke the plan in the event of an Insolvency Event of the Supplier.

6. Review and changing the BCDR Plan

- 6.1 The Supplier shall review the BCDR Plan:
- 6.1.1 on a regular basis and as a minimum once every six (6) Months;
 - 6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 8 of Part B; and
 - 6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of Part B of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.

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- 6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 of Part B shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.
- 6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a "**Review Report**") setting out the Supplier's proposals (the "**Supplier's Proposals**") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.
- 6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

7. Testing the BCDR Plan

- 7.1 The Supplier shall test the BCDR Plan:
- 7.1.1 regularly and in any event not less than once in every Contract Year;
 - 7.1.2 in the event of any major reconfiguration of the Deliverables
 - 7.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).
- 7.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- 7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.
- 7.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such

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testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.

7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:

7.5.1 the outcome of the test;

7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and

7.5.3 the Supplier's proposals for remedying any such failures.

7.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

8. Invoking the BCDR Plan

8.1 In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Buyer.

8.2 The Insolvency Continuity Plan element of the BCDR Plan, including any linked elements in other parts of the BCDR Plan, shall be invoked by the Supplier:

8.2.1 where an Insolvency Event of a Key Sub-contractor and/or Supplier Group member (other than the Supplier) could reasonably be expected to adversely affect delivery of the Deliverables; and/or

8.2.2 where there is an Insolvency Event of the Supplier and the insolvency arrangements enable the Supplier to invoke the plan.

9. Circumstances beyond your control

9.1 The Supplier shall not be entitled to relief under Clause 20 (Circumstances beyond your control) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.

10. Amendments to this Schedule in respect of Bronze Contracts

10.1 Where a Buyer's Call-Off Contract is a Bronze Contract, if specified in the Order Form, the following provisions of this Call-Off Schedule 8, shall be disapplied in respect of that Contract:

10.1.1 Paragraph 1.3.4 of Part B so that the BCDR plan shall only be required to be split into the three sections detailed in paragraphs 1.3.1 to 1.3.3 of Part B inclusive;

10.1.2 Paragraphs 2.1.13 to 2.1.15 of Part B, inclusive;

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- 10.1.3 Paragraph 5 (Insolvency Continuity Plan) of Part B;
- 10.1.4 Paragraph 8.2 of Part B; and
- 10.1.5 The entirety of Part C of this Schedule.
- 10.2 Where a Buyer's Call-Off Contract is a Bronze Contract, if specified in the Order Form, the following definitions in Paragraph 1 of this Call-Off Schedule 8, shall be deemed to be deleted:
 - 10.2.1 Annual Review;
 - 10.2.2 Appropriate Authority or Appropriate Authorities;
 - 10.2.3 Associates;
 - 10.2.4 Class 1 Transaction;
 - 10.2.5 Control;
 - 10.2.6 Corporate Change Event;
 - 10.2.7 Critical National Infrastructure;
 - 10.2.8 Critical Service Contract;
 - 10.2.9 CRP Information;
 - 10.2.10 Dependent Parent Undertaking;
 - 10.2.11 Group Structure Information and Resolution Commentary;
 - 10.2.12 Parent Undertaking;
 - 10.2.13 Public Sector Dependent Supplier;
 - 10.2.14 Subsidiary Undertaking;
 - 10.2.15 Supplier Group;
 - 10.2.16 UK Public Sector Business; and
 - 10.2.17 UK Public Sector/CNI Contract Information.

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Part C: Corporate Resolution Planning**1. Service Status and Supplier Status**

- 1.1 This Contract 'is' a Critical Service Contract.
- 1.2 The Supplier shall notify the Buyer in writing within 5 Working Days of the Effective Date and throughout the Call-Off Contract Period within 120 days after each Accounting Reference Date as to whether or not it is a Public Sector Dependent Supplier.

2. Provision of Corporate Resolution Planning Information

- 2.1 Paragraphs 2 to 4 of this Part C shall apply if the Contract has been specified as a Critical Service Contract under Paragraph 1.1 of this Part C or the Supplier is or becomes a Public Sector Dependent Supplier.
- 2.2 Subject to Paragraphs 2.6, 2.10 and 2.11 of this Part C:
 - 2.2.1 where the Contract is a Critical Service Contract, the Supplier shall provide the Appropriate Authority or Appropriate Authorities with the CRP Information within 60 days of the Effective Date; and
 - 2.2.2 except where it has already been provided, where the Supplier is a Public Sector Dependent Supplier, it shall provide the Appropriate Authority or Appropriate Authorities with the CRP Information within 60 days of the date of the Appropriate Authority's or Appropriate Authorities' request.
- 2.3 The Supplier shall ensure that the CRP Information provided pursuant to Paragraphs 2.2, 2.8 and 2.9 of this Part B:
 - 2.3.1 is full, comprehensive, accurate and up to date;
 - 2.3.2 is split into two parts:
 - (a) Group Structure Information and Resolution Commentary;
 - (b) UK Public Service / CNI Contract Information and is structured and presented in accordance with the requirements and explanatory notes set out at Annex I of the latest published version of the Resolution Planning Guidance published by the Cabinet Office Government Commercial Function and available at <https://www.gov.uk/government/publications/the-outsourcingplaybook> and contains the level of detail required (adapted as necessary to the Supplier's circumstances);
 - 2.3.3 incorporates any additional commentary, supporting documents and evidence which would reasonably be required by the Appropriate Authority

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- or Appropriate Authorities to understand and consider the information for approval;
- 2.3.4 provides a clear description and explanation of the Supplier Group members that have agreements for goods, services or works provision in respect of UK Public Sector Business and/or Critical National Infrastructure and the nature of those agreements; and
 - 2.3.5 complies with the requirements set out at Appendix 1 (Group Structure Information and Resolution Commentary) and Appendix 2 (UK Public Sector / CNI Contract Information) respectively.
- 2.4 Following receipt by the Appropriate Authority or Appropriate Authorities of the CRP Information pursuant to Paragraphs 2.2, 2.8 and 2.9 of this Part C, the Buyer shall procure that the Appropriate Authority or Appropriate Authorities shall discuss in good faith the contents of the CRP Information with the Supplier and no later than 60 days after the date on which the CRP Information was delivered by the Supplier either provide an Assurance to the Supplier that the Appropriate Authority or Appropriate Authorities approves the CRP Information or that the Appropriate Authority or Appropriate Authorities rejects the CRP Information.
- 2.5 If the Appropriate Authority or Appropriate Authorities rejects the CRP Information:
- 2.5.1 the Buyer shall (and shall procure that the Cabinet Office Markets and Suppliers Team shall) inform the Supplier in writing of its reasons for its rejection; and
 - 2.5.2 the Supplier shall revise the CRP Information, taking reasonable account of the Appropriate Authority's or Appropriate Authorities' comments, and shall re-submit the CRP Information to the Appropriate Authority or Appropriate Authorities for approval within 30 days of the date of the Appropriate Authority's or Appropriate Authorities' rejection. The provisions of paragraph 2.3 to 2.5 of this Part C shall apply again to any resubmitted CRP Information provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure under Clause 34 of the Core Terms at any time.
- 2.6 Where the Supplier or a member of the Supplier Group has already provided CRP Information to a Department or the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely to the Cabinet Office Markets and Suppliers Team) and has received an Assurance of its CRP Information from that Department and the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely from the Cabinet Office Markets and Suppliers Team), then provided that the Assurance remains Valid (which has the meaning in paragraph 2.7 below) on the date by which the CRP Information would otherwise be required, the Supplier shall not be required to provide the CRP Information under Paragraph 2.2 of this Part C if it provides a copy of the Valid Assurance to the Appropriate Authority or Appropriate Authorities on or before the date on which the CRP Information would otherwise have been required.

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- 2.7 An Assurance shall be deemed Valid for the purposes of Paragraph 2.6 of this Part C if:
- 2.7.1 the Assurance is within the validity period stated in the Assurance (or, if no validity period is stated, no more than 12 months has elapsed since it was issued and no more than 18 months has elapsed since the Accounting Reference Date on which the CRP Information was based); and
 - 2.7.2 no Corporate Change Events or Financial Distress Events (or events which would be deemed to be Corporate Change Events or Financial Distress Events if the Contract had then been in force) have occurred since the date of issue of the Assurance.
- 2.8 If the Contract is a Critical Service Contract, the Supplier shall provide an updated version of the CRP Information (or, in the case of Paragraph 2.8.3 of this Part C its initial CRP Information) to the Appropriate Authority or Appropriate Authorities:
- 2.8.1 within 14 days of the occurrence of a Financial Distress Event (along with any additional highly confidential information no longer exempted from disclosure under Paragraph 2.11 of this Part C) unless the Supplier is relieved of the consequences of the Financial Distress Event under Paragraph 7.1 of Joint Schedule 7 (Financial Distress) (if applicable);
 - 2.8.2 within 30 days of a Corporate Change Event unless not required pursuant to Paragraph 2.10 of this Part C;
 - 2.8.3 within 30 days of the date that:
 - (a) the credit rating(s) of each of the Supplier and its Parent Undertakings fail to meet any of the criteria specified in Paragraph 2.10 of this Part C; or
 - (b) none of the credit rating agencies specified at Paragraph 2.10 of this Part C hold a public credit rating for the Supplier or any of its Parent Undertakings; and
 - 2.8.4 in any event, within 6 months after each Accounting Reference Date or within 15 months of the date of the previous Assurance received from the Appropriate Authority (whichever is the earlier), unless:
 - (a) updated CRP Information has been provided under any of Paragraphs 2.8.1 2.8.2 or 2.8.3 of this Part C since the most recent Accounting Reference Date (being no more than 12 months previously) within the timescales that would ordinarily be required for the provision of that information under this Paragraph 2.8.4; or
 - (b) unless not required pursuant to Paragraph 2.10 of this Part C.
- 2.9 Where the Supplier is a Public Sector Dependent Supplier and the Contract is not a Critical Service Contract, then on the occurrence of any of the events specified in Paragraphs 2.8.1 to 2.8.4 of this Part C, the Supplier shall provide at the request of the Appropriate Authority or Appropriate Authorities and within the applicable timescales for each event as set out in Paragraph 2.8 (or such longer timescales as may be notified

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to the Supplier by the Buyer), the CRP Information to the Appropriate Authority or Appropriate Authorities.

- 2.10 Where the Supplier or a Parent Undertaking of the Supplier has a credit rating of either:

2.10.1 Aa3 or better from Moody's;

2.10.2 AA- or better from Standard and Poors;

2.10.3 AA- or better from Fitch;

the Supplier will not be required to provide any CRP Information unless or until either (i) a Financial Distress Event occurs (unless the Supplier is relieved of the consequences of the Financial Distress Event under Paragraph 7.1 of Annex 3 to Joint Schedule 7 (Financial Distress), if applicable) or (ii) the Supplier and its Parent Undertakings cease to fulfil the criteria set out in this Paragraph 2.10 of this Part C, in which cases the Supplier shall provide the updated version of the CRP Information in accordance with paragraph 2.8 of this Part C.

- 2.11 Subject to Paragraph 4, where the Supplier demonstrates to the reasonable satisfaction of the Appropriate Authority or Appropriate Authorities that a particular item of CRP Information is highly confidential, the Supplier may, having orally disclosed and discussed that information with the Appropriate Authority or Appropriate Authorities, redact or omit that information from the CRP Information provided that if a Financial Distress Event occurs, this exemption shall no longer apply and the Supplier shall promptly provide the relevant information to the Appropriate Authority or Appropriate Authorities to the extent required under Paragraph 2.8 of this Part C.

3. Termination Rights

- 3.1 The Buyer shall be entitled to terminate the Contract if the Supplier is required to provide CRP Information under Paragraph 2 of this Part C and either:

3.1.1 the Supplier fails to provide the CRP Information within 4 months of the Effective Date if this is a Critical Service Contract or otherwise within 4 months of the Appropriate Authority's or Appropriate Authorities' request; or

3.1.2 the Supplier fails to obtain an Assurance from the Appropriate Authority or Appropriate Authorities within 4 months of the date that it was first required to provide the CRP Information under the Contract,

which shall be deemed to be an event to which Clause 10.4.1 of the Core Terms applies and Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply accordingly.

4. Confidentiality and usage of CRP Information

- 4.1 The Buyer agrees to keep the CRP Information confidential and use it only to understand the implications of an Insolvency Event of the Supplier and/or Supplier

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Group members on its UK Public Sector Business and/or services in respect of CNI and to enable contingency planning to maintain service continuity for end users and protect CNI in such eventuality.

- 4.2 Where the Appropriate Authority is the Cabinet Office Markets and Suppliers Team, at the Supplier's request, the Buyer shall use reasonable endeavours to procure that the Cabinet Office enters into a confidentiality and usage agreement with the Supplier containing terms no less stringent than those placed on the Buyer under paragraph 4.1 of this Part C and Clause 15 of the Core Terms.
- 4.3 The Supplier shall use reasonable endeavours to obtain consent from any third party which has restricted the disclosure of the CRP Information to enable disclosure of that information to the Appropriate Authority or Appropriate Authorities pursuant to Paragraph 2 of this Part C subject, where necessary, to the Appropriate Authority or Appropriate Authorities entering into an appropriate confidentiality agreement in the form required by the third party.
- 4.4 Where the Supplier is unable to procure consent pursuant to Paragraph 4.3 of this Part C, the Supplier shall use all reasonable endeavours to disclose the CRP Information to the fullest extent possible by limiting the amount of information it withholds including by:
- 4.4.1 redacting only those parts of the information which are subject to such obligations of confidentiality;
 - 4.4.2 providing the information in a form that does not breach its obligations of confidentiality including (where possible) by:
 - (a) summarising the information;
 - (b) grouping the information;
 - (c) anonymising the information; and
 - (d) presenting the information in general terms
- 4.5 The Supplier shall provide the Appropriate Authority or Appropriate Authorities with contact details of any third party which has not provided consent to disclose CRP Information where that third party is also a public sector body and where the Supplier is legally permitted to do so.

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Appendix 1: Group structure information and resolution commentary

The Supplier shall:

provide sufficient information to allow the Appropriate Authority to understand the implications on the Supplier Group's UK Public Sector Business and CNI contracts listed pursuant to Appendix 2 if the Supplier or another member of the Supplier Group is subject to an Insolvency Event;

ensure that the information is presented so as to provide a simple, effective and easily understood overview of the Supplier Group; and

provide full details of the importance of each member of the Supplier Group to the Supplier Group's UK Public Sector Business and CNI contracts listed pursuant to Appendix 2 and the dependencies between each.

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Appendix 2: UK Public Sector / CNI Contract Information

The Supplier shall:

provide details of all agreements held by members of the Supplier Group where those agreements are for goods, services or works provision and:

are with any UK public sector bodies including: central Government departments and their arms-length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police fire and rescue, education bodies and the devolved administrations;

are with any private sector entities where the end recipient of the service, goods or works provision is any of the bodies set out in paragraph 1.1.1 of this Appendix 2 and where the member of the Supplier Group is acting as a key sub-contractor under the agreement with the end recipient; or

involve or could reasonably be considered to involve CNI;

provide the Appropriate Authority with a copy of the latest version of each underlying contract worth more than £5m per contract year and their related key sub-contracts, which shall be included as embedded documents within the CRP Information or via a directly accessible link.

Call-Off Schedule 9 (Security)

Subject to agreement via the Break Clause. Part B (Long Form Security Requirements) applies.

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Part B: Long Form Security Requirements

Definitions

In this Schedule the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Breach of Security"	<p>means the occurrence of:</p> <p>any unauthorised access to or use of the Goods and/or Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or</p> <p>the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,</p> <p>in either case as more particularly set out in the security requirements in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 3.4.3 d;</p>
"ISMS"	<p>the information security management system and process developed by the Supplier in accordance with Paragraph 3 (ISMS) as updated from time to time in accordance with this Schedule; and</p>
"Security Tests"	<p>tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security.</p>

Security Requirements

The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.

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The Parties acknowledge that the purpose of the ISMS and Security Management Plan are to ensure a good organisational approach to security under which the specific requirements of this Contract will be met.

The Parties shall each appoint a security representative to be responsible for Security. The initial security representatives of the Parties are:

DVSA Security Architect

Customer Account Security Manager (CASM)

The Buyer shall clearly articulate its high level security requirements so that the Supplier can ensure that the ISMS, security related activities and any mitigations are driven by these fundamental needs.

Both Parties shall provide a reasonable level of access to any members of their staff for the purposes of designing, implementing and managing security.

The Supplier shall use as a minimum Good Industry Practice in the day to day operation of any system holding, transferring or processing Government Data and any system that could directly or indirectly have an impact on that information, and shall ensure that Government Data remains under the effective control of the Supplier at all times.

The Supplier shall ensure the up-to-date maintenance of a security policy relating to the operation of its own organisation and systems and on request shall supply this document as soon as practicable to the Buyer.

The Buyer and the Supplier acknowledge that information security risks are shared between the Parties and that a compromise of either the Supplier or the Buyer's security provisions represents an unacceptable risk to the Buyer requiring immediate communication and co-operation between the Parties.

Information Security Management System (ISMS)

The Supplier shall develop and submit to the Buyer, within twenty (20) Working Days after the Start Date, an information security management system for the purposes of this Contract and shall comply with the requirements of Paragraphs 3.4 to 3.6.

The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on the security provided by the ISMS and that the Supplier shall be responsible for the effective performance of the ISMS.

The Buyer acknowledges that;

If the Buyer has not stipulated during a Further Competition that it requires a bespoke ISMS, the ISMS provided by the Supplier may be an extant ISMS covering the Services and their implementation across the Supplier's estate; and

Where the Buyer has stipulated that it requires a bespoke ISMS then the Supplier shall be required to present the ISMS for the Buyer's Approval.

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The Buyer has not stipulated that it requires a bespoke ISMS. For the avoidance of doubt the Supplier is using its standard ISMS and is not providing the Buyer a bespoke ISMS nor changes to its standard ISMS.

The ISMS shall:

if the Buyer has stipulated that it requires a bespoke ISMS, be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract;

meet the relevant standards in ISO/IEC 27001 and ISO/IEC27002 in accordance with Paragraph 7;

at all times provide a level of security which:

is in accordance with the Law and this Contract;

complies with the Baseline Security Requirements;

as a minimum demonstrates Good Industry Practice;

where specified by a Buyer that has undertaken a Further Competition - complies with the Security Policy and the ICT Policy;

complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4)

(<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>)

takes account of guidance issued by the Centre for Protection of National Infrastructure (<https://www.cpni.gov.uk>)

complies with HMG Information Assurance Maturity Model and Assurance Framework

(<https://www.ncsc.gov.uk/articles/hmg-ia-maturity-model-iamm>)

meets any specific security threats of immediate relevance to the ISMS, the Deliverables and/or Government Data;

addresses issues of incompatibility with the Supplier's own organisational security policies; and

complies with ISO/IEC27001 and ISO/IEC27002 in accordance with Paragraph 7;

document the security incident management processes and incident response plans;

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document the vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Deliverables of any new threat, vulnerability or exploitation technique of which the Supplier becomes aware, prioritisation of security patches, testing of security patches, application of security patches, a process for Buyer approvals of exceptions, and the reporting and audit mechanism detailing the efficacy of the patching policy; and

be certified by (or by a person with the direct delegated authority of) a Supplier's main board representative, being the "Chief Security Officer", "Chief Information Officer", "Chief Technical Officer" or "Chief Financial Officer" (or equivalent as agreed in writing by the Buyer in advance of issue of the relevant Security Management Plan).

Subject to Paragraph 2 the references to Standards, guidance and policies contained or set out in Paragraph 3.4 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.

In the event that the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in Paragraph 3.4, the Supplier shall immediately notify the Buyer Representative of such inconsistency and the Buyer Representative shall, as soon as practicable, notify the Supplier as to which provision the Supplier shall comply with.

If the bespoke ISMS submitted to the Buyer pursuant to Paragraph 3.3.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the ISMS is not Approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission of the ISMS to the Buyer. If the Buyer does not Approve the ISMS following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph 3 may be unreasonably withheld or delayed. However any failure to approve the ISMS on the grounds that it does not comply with any of the requirements set out in Paragraphs 3.4 to 3.6 shall be deemed to be reasonable.

Approval by the Buyer of the ISMS pursuant to Paragraph 3.7 or of any change to the ISMS shall not relieve the Supplier of its obligations under this Schedule.

Security Management Plan

Within twenty (20) Working Days after the Start Date, the Supplier shall prepare and submit to the Buyer for Approval in accordance with Paragraph 4 fully developed, complete and up-to-date Security Management Plan which shall comply with the requirements of Paragraph 4.2.

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The Security Management Plan shall:

- be based on the initial Security Management Plan set out in Annex 2 (Security Management Plan);
- comply with the Baseline Security Requirements and, where specified by the Buyer in accordance with paragraph 3.4.3 d, the Security Policy;
- identify the necessary delegated organisational roles defined for those responsible for ensuring this Schedule is complied with by the Supplier;
- detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Goods and/or Services, processes associated with the delivery of the Goods and/or Services, the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that information, data and/or the Deliverables;
- unless otherwise specified by the Buyer in writing, be developed to protect all aspects of the Deliverables and all processes associated with the delivery of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the delivery of the Deliverables and at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Schedule (including the requirements set out in Paragraph 3.4);
- demonstrate that the Supplier's approach to delivery of the Deliverables has minimised the Buyer and Supplier effort required to comply with this Schedule through consideration of available, appropriate and practicable pan-government accredited services (for example, 'platform as a service' offering from the G-Cloud catalogue);
- set out the plans for transitioning all security arrangements and responsibilities from those in place at the Start Date to those incorporated in the ISMS within the timeframe agreed between the Parties;
- set out the scope of the Buyer System that is under the control of the Supplier;
- be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing if necessary to other Schedules which cover specific areas included within those standards; and

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be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the Deliverables and shall reference only documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

If the Security Management Plan submitted to the Buyer pursuant to Paragraph 4.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission to the Buyer of the Security Management Plan. If the Buyer does not Approve the Security Management Plan following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph may be unreasonably withheld or delayed. However any failure to approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.

Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3 or of any change or amendment to the Security Management Plan shall not relieve the Supplier of its obligations under this Schedule.

Amendment of the ISMS and Security Management Plan

The ISMS and Security Management Plan shall be fully reviewed and updated by the Supplier and at least annually to reflect:

- emerging changes in Good Industry Practice;
- any change or proposed change to the Supplier System, the Deliverables and/or associated processes;
- any new perceived or changed security threats;
- where required in accordance with paragraph 3.4.3 d, any changes to the Security Policy;
- any new perceived or changed security threats; and
- any reasonable change in requirement requested by the Buyer.

The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amend the ISMS and Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:

- suggested improvements to the effectiveness of the ISMS;
- updates to the risk assessments;

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proposed modifications to the procedures and controls that affect information security to respond to events that may impact on the ISMS; and

suggested improvements in measuring the effectiveness of controls.

Subject to Paragraph 5.4, any change which the Supplier proposes to make to the ISMS or Security Management Plan (as a result of a review carried out pursuant to Paragraph 5.1, a Buyer request, a change to Annex 1 (Security) or otherwise) shall be subject to the Variation Procedure and shall not be implemented until Approved in writing by the Buyer.

The Buyer may, acting reasonably, Approve and require changes or amendments to the ISMS or Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

Security Testing

The Supplier shall conduct Security Tests from time to time (and at least annually across the scope of the ISMS) and additionally after any change or amendment to the ISMS (including security incident management processes and incident response plans) or the Security Management Plan. Security Tests shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Deliverables and the date, timing, content Subject to compliance by the Supplier with the foregoing requirements, if any Security Tests adversely affect the Supplier's ability to deliver the Deliverables so as to meet the KPIs, the Supplier shall be granted relief against any resultant under-performance for the period of the Security Tests.

Without prejudice to any other right of audit or access granted to the Buyer pursuant to this Contract, the Buyer and/or its authorised representatives shall be entitled, at any time upon giving reasonable notice to the Supplier, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the Supplier's compliance with the ISMS and the Security Management Plan. The Buyer may notify the Supplier of the results of such tests after completion of each such test. If any such Buyer's test adversely affects the Supplier's ability to deliver the Deliverables so as to meet the KPIs, the Supplier shall be granted relief against any resultant under-performance for the period of the Buyer's test.

Where any Security Test carried out pursuant to Paragraphs 6.2 or 6.3 reveals any actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the Buyer of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the Supplier proposes to make in order to correct such failure or weakness. Subject to the Buyer's prior written Approval, the Supplier shall implement such changes to the ISMS and the Security Management Plan and repeat the relevant Security Tests in accordance with the timetable agreed with the Buyer or, otherwise, as soon as reasonably possible. For

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the avoidance of doubt, where the change to the ISMS or Security Management Plan is to address a non-compliance with the Security Policy or security requirements (as set out in Annex 1 (Baseline Security Requirements) to this Schedule) or the requirements of this Schedule, the change to the ISMS or Security Management Plan shall be at no cost to the Buyer.

If any repeat Security Test carried out pursuant to Paragraph 6.4 reveals an actual or potential Breach of Security exploiting the same root cause failure, such circumstance shall constitute a material Default of this Contract.

Complying with the ISMS

The Buyer shall be entitled to carry out such security audits as it may reasonably deem necessary in order to ensure that the ISMS maintains compliance with the principles and practices of ISO 27001 and/or the Security Policy where such compliance is required in accordance with paragraph 3.4.3 d.

If, on the basis of evidence provided by such security audits, it is the Buyer's reasonable opinion that compliance with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy are not being achieved by the Supplier, then the Buyer shall notify the Supplier of the same and give the Supplier a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to implement and remedy. If the Supplier does not become compliant within the required time then the Buyer shall have the right to obtain an independent audit against these standards in whole or in part.

If, as a result of any such independent audit as described in Paragraph the Supplier is found to be non-compliant with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy then the Supplier shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Buyer in obtaining such audit.

Security Breach

Either Party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any breach of security or any potential or attempted Breach of Security.

Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 8.1, the Supplier shall:

immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:

minimise the extent of actual or potential harm caused by any Breach of Security;

remedy such Breach of Security or any potential or attempted Breach of Security in order to protect the integrity of the Buyer Property and/or Buyer Assets and/or ISMS to the extent that this is within the Supplier's control;

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- apply a tested mitigation against any such Breach of Security or attempted Breach of Security and provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier’s ability to provide the Deliverables so as to meet the relevant Service Level Performance Indicators, the Supplier shall be granted relief against any resultant under-performance for such period as the Buyer, acting reasonably, may specify by written notice to the Supplier;
- prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure; and
- supply any requested data to the Buyer (or the Computer Emergency Response Team for UK Government ("GovCertUK")) on the Buyer’s request within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and
- as soon as reasonably practicable provide to the Buyer full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Buyer.

In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the ISMS with the Security Policy (where relevant) or the requirements of this Schedule, then any required change to the ISMS shall be at no cost to the Buyer.

Vulnerabilities and fixing them

The Buyer and the Supplier acknowledge that from time to time vulnerabilities in the ICT Environment will be discovered which unless mitigated will present an unacceptable risk to the Buyer’s information.

- 1. The severity of threat vulnerabilities for COTS Software shall be categorised using CVSS scores as set out by NIST <http://nvd.nist.gov/cvss.cfm>

The Supplier shall use the following Vulnerability ratings:

Vulnerability rating	CVSSv3.1 Base Score
EMERGENCY	An Emergency Vulnerability rating is specified by an Emergency Cyber Security Acton Notice (CSAN) based on a risk assessment performed by Group Cyber Defence.
CRITICAL	9.0-10.0
HIGH	7.0-8.9
MEDIUM	4.0-6.9
LOW	0.1-3.9

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The Supplier shall procure the application of security patches to vulnerabilities based on the table below except where:

- the Supplier can demonstrate that a vulnerability is not exploitable within the context of any Service (e.g. because it resides in a software component which is not running in the service) provided vulnerabilities which the Supplier asserts cannot be exploited within the context of a Service must be remedied by the Supplier within the below timescales if the vulnerability becomes exploitable within the context of the Service;
- the application of a security patch is likely to adversely affect the Supplier’s ability to deliver the Services in which case the Supplier shall be granted an extension agreed by both parties, provided the Supplier had followed and continues to follow a security patch test plan; or
- the Buyer agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the ISMS.

VULNERABILITY RATING

EMERGENCY

TIMELINE

Supplier Security and Technical management teams to jointly agree whether vulnerability meets criteria for using PO Crisis & Emergency Management process, and jointly agree deadline for deployment.

Time from discovery to remediation within 7 calendar days from release.

Normal levels of testing may be reduced or removed due to the level of risk posed by not remediating.

CRITICAL

Deploy without undue delay and as soon as testing has shown remediation to be safe. Deadline for deployment to be jointly agreed between Supplier Security and Technical management on a case-by-case basis. Deployment timeline within 30 calendar days from release.

HIGH

Internet facing systems shall be remediated within 30 calendar days from release.

Internally exposed systems should be remediated within 90 calendar days.

The Specification and Mobilisation Plan (if applicable) shall include provisions for major version upgrades of all COTS Software to be upgraded within 6 Months of the release of the latest version, such that it is no more than one major version level below the

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latest release (normally codified as running software no older than the 'n-1 version') throughout the Term unless:

where upgrading such COTS Software reduces the level of mitigations for known threats, vulnerabilities or exploitation techniques, provided always that such upgrade is made within 12 Months of release of the latest version; or

is agreed with the Buyer in writing.

Major version upgrades are subject to change control and additional charges.

The Supplier shall:

implement a mechanism for receiving, analysing and acting upon threat information supplied by GovCertUK, or any other competent Central Government Body;

ensure that the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;

ensure it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the ICT Environment by actively monitoring the threat landscape during the Contract Period;

pro-actively scan the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) for vulnerable components and address discovered vulnerabilities through the processes described in the ISMS as developed under Paragraph 3.3.5;

from the date specified in the Security Management Plan provide a report to the Buyer within five (5) Working Days of the end of each Month detailing both patched and outstanding vulnerabilities in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and any elapsed time between the public release date of patches and either time of application or for outstanding vulnerabilities the time of issue of such report;

propose interim mitigation measures to vulnerabilities in the ICT Environment known to be exploitable where a security patch is not immediately available;

remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the ICT Environment); and

reasonably inform the Buyer when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the security of the ICT Environment and provide initial indications of possible mitigations.

If the Supplier is unlikely to be able to mitigate the vulnerability within the timescales under this Paragraph 9, the Supplier shall immediately notify the Buyer.

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A failure to comply with Paragraph 9.3 shall constitute a Default, and the Supplier shall comply with the Rectification Plan Process.

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Part B – Annex 1:**Baseline security requirements****Handling Classified information**

The Supplier shall not handle Buyer information classified SECRET or TOP SECRET except if there is a specific requirement and in this case prior to receipt of such information the Supplier shall seek additional specific guidance from the Buyer.

End user devices

When Government Data resides on a mobile, removable or physically uncontrolled device it must be stored encrypted using a product or system component which has been formally assured through a recognised certification process of the National Cyber Security Centre ("NCSC") to at least Foundation Grade.

Devices used to access or manage Government Data and services must be under the management authority of Buyer or Supplier and have a minimum set of security policy configuration enforced. These devices must be placed into a 'known good' state prior to being provisioned into the management authority of the Buyer. Unless otherwise agreed with the Buyer in writing, all Supplier devices are expected to meet the set of security requirements set out in the End User Devices Security Guidance (<https://www.ncsc.gov.uk/guidance/end-user-device-security>). Where the guidance highlights shortcomings in a particular platform the Supplier may wish to use, then these should be discussed with the Buyer and a joint decision shall be taken on whether the residual risks are acceptable. Where the Supplier wishes to deviate from the NCSC guidance, then this should be agreed in writing on a case by case basis with the Buyer.

Data Processing, Storage, Management and Destruction

The Supplier and Buyer recognise the need for the Buyer's information to be safeguarded under the UK Data Protection regime or a similar regime. To that end, the Supplier must be able to state to the Buyer the physical locations in which data may be stored, processed and managed from, and what legal and regulatory frameworks Government Data will be subject to at all times.

The Supplier shall agree any change in location of data storage, processing and administration with the Buyer in accordance with Clause 14 (Data protection).

The Supplier shall:

- provide the Buyer with all Government Data on demand in an agreed open format;
- have documented processes to guarantee availability of Government Data in the event of the Supplier ceasing to trade;

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securely destroy all media that has held Government Data at the end of life of that media in line with Good Industry Practice; and

securely erase any or all Government Data held by the Supplier when requested to do so by the Buyer.

Ensuring secure communications

The Buyer requires that any Government Data transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device must be encrypted using a product or system component which has been formally assured through a certification process recognised by NCSC, to at least Foundation Grade.

For the avoidance of doubt the Supplier's IPVPN service does not provide encryption.

The Buyer requires that the configuration and use of all networking equipment to provide the Services, including those that are located in secure physical locations, are at least compliant with Good Industry Practice.

Security by design

The Supplier shall apply the 'principle of least privilege' (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of IT systems which will process or store Government Data.

When designing and configuring the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) the Supplier shall follow Good Industry Practice and seek guidance from recognised security professionals with the appropriate skills and/or a NCSC certification (<https://www.ncsc.gov.uk/section/products-services/ncsc-certification>) for all bespoke or complex components of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier).

Security of Supplier Staff

Supplier Staff shall be subject to pre-employment checks that include, as a minimum: identity, unspent criminal convictions and right to work.

The Supplier shall agree on a case by case basis Supplier Staff roles which require specific government clearances (such as 'SC') including system administrators with privileged access to IT systems which store or process Government Data.

The Supplier shall prevent Supplier Staff who are unable to obtain the required security clearances from accessing systems which store, process, or are used to manage Government Data except where agreed with the Buyer in writing.

All Supplier Staff that have the ability to access Government Data or systems holding Government Data shall undergo regular training on secure information management principles. Unless otherwise agreed with the Buyer in writing, this training must be undertaken annually.

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Where the Supplier or Subcontractors grants increased ICT privileges or access rights to Supplier Staff, those Supplier Staff shall be granted only those permissions necessary for them to carry out their duties. When staff no longer need elevated privileges or leave the organisation, their access rights shall be revoked within one (1) Working Day.

Restricting and monitoring access

The Supplier shall operate an access control regime to ensure all users and administrators of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) are uniquely identified and authenticated when accessing or administering the Services. Applying the 'principle of least privilege', users and administrators shall be allowed access only to those parts of the ICT Environment that they require. The Supplier shall retain an audit record of accesses.

Audit

The Supplier shall collect audit records which relate to security events in the systems or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include:

- Logs to facilitate the identification of the specific asset which makes every outbound request external to the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier). To the extent the design of the Deliverables allows such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers.

- Security events generated in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and shall include: privileged account log-on and log-off events, the start and termination of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.

The Supplier shall retain audit records collected in compliance with this Paragraph 8 for the period specified in the RM6116 Network Services 3 Lot 1a – Inter site Connectivity/Data Access Services Vodafone IP-VPN Service Offer.

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Part B – Annex 2 - Security Management Plan

The Buyer shall use this Annex as a template for the Security Management Plan.

Overview: The Supplier is responsible for delivery of a service that ensures delivery of the contract in a manner congruent with HMG security standards. The security management plan is intended to provide a comprehensive framework to guide necessary functions to ensure organisational security in delivery of the service.

It outlines processes and procedures to protect the Authority's data, systems and networks from malicious or unauthorised access. The security management plan requires the Supplier to guide, provision and staff corporate governance, plans and protocols in the operation of the contract.

A well-formed security management plan will follow the NCSC Supply Chain Security principles and align with the following ISO standards.

- ISO27001 – Information Security Management System.
- ISO28000 – Supply chain security management

Risk Management: Risks to provision of services that potentially impact on the Authority's data, systems and networks must be identified, assessed and managed appropriately. The Authority and Supplier will work together to identify, assess and manage risks as part of their service management arrangements.

- Any risk potentially placing the Authority's data where personally identifiable information may be compromised must be notified to the Authority within 72 hours of occurrence in line with requirements to notify to the Information Commissioner's Office (ICO).
- Any security incident involving Supplier assets which may compromise the technical security of the service in line with the Computer Misuse Act 1990 or Network & Information Security Regulations 2018 must be notified to the Authority as well as remedial actions taken and timeline to restore normal operations, particularly where personally identifiable information may be exposed through inaction or delayed remediation. .
- Risks, assessments and management processes will be reviewed as part of the service management process and meetings and communicated to the Authority's corporate risk registers as needed.

Security Policy: Authority operates within UK statute and the following frameworks:

- [HMG Functional Standard 007 \(Security\)](#)
- [HMG Functional Standard 008 \(Commercial\)](#)

Framework Ref: RM6116

Project Version: v1.1

Model Version: v3.3

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- [HMG Security Policy Framework](#)
- [HMG Government Security Classification scheme](#)

Organisation of Information Security: The Authority nominates the following primary contact for matters pertaining to information security and the delivery of services in accordance with the Authority’s requirements. The Supplier will need to nominate a contact to manage any information security requirements.

The Authority’s representative may be required to adjudicate authority to operate for the service and will require evidence to do so. As such audits may be required to evidence compliance and the Authority will advise of cadence and scope for these through appropriate channels with the Authority’s authorised representatives.

Authority	Supplier
Head of Cyber Assurance	Customer Account Security Manager (CASM)

Asset Management : The Supplier will provide an inventory that identifies, classifies and locates hardware and software assets in a configuration management database which identifies the parties responsible for ensuring auditable security compliance and secure operation. Commission, maintenance and decommissioning of assets will be handled through a change control process and support any recovery point or recovery time objectives agreed whether as part of incident management or business continuity arrangements.

Personnel Security: The Supplier will ensure employees, contractors and subcontractors engaged in duties pertaining to delivery of their contract will be given appropriate authorisation, vetting, training, education and awareness of the Supplier’s information security regime as well as supporting the information security objectives of the Authority.

Physical and Environmental Security: The Supplier will ensure that physical and environmental security and controls are operated and maintained to permit secure operation of the contract. The Authority will ensure appropriate access to physical assets and environments are in place to enable the Supplier to discharge their role.

Communications & Operations Management: This includes procedures to manage operations and communications in a secure manner. These include encryption at rest and in transit as well as sharing commercially sensitive information over secure channels and use of Authority systems to track

Access Control: This involves managing access to information and system so that only authenticated and authorised individuals can access based on a principle of least privilege

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and separation of duties. The Supplier must ensure staff, contractors and subcontractors are authorised, trained and vetted to perform their duties.

Systems acquisition, development and maintenance: Defining processes and controls to ensure security is considered throughout the lifecycle of the service and of it’s component systems and networks. This includes patch management and change control processes.

Information Security Incident Management: Development, implementation and testing of capability to respond to and recover from information security incidents including authorised contacts, recovery point and recovery time objectives and complying with risk management and incident notification requirements in line with priority and severity criteria defined in identifying the incidents.

Business Continuity and Disaster Recovery Management: The management of the service during a significant disruption, permitting operations per information security incident management to be conducted in a timely manner. The Authority will provide service continuity requirements for joint development of business continuity arrangements and testing cycles.

Compliance: The management of processes to identify and ensure compliance with legal, regulatory and contractual requirements. These include compliance with the Public Service Network (PSN) connectivity requirements and adjacent services including the NASP LE standards.

Call-Off Schedule 10 (Exit Management)

Definitions

In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

“Core Network”	the provision of any shared central core network capability forming part of the overall Services delivered to the Buyer, which is not specific or exclusive to a specific Call-Off Contract, and excludes
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	any configuration information specifically associated with a specific Call-Off Contract;
"Core Network Assets"	the assets used in the provision of the Core Network;
"Exclusive Assets"	Supplier Assets used exclusively by the Supplier [or a Key Subcontractor] in the provision of the Deliverables;
"Exit Information"	has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Exit Plan"	the plan produced and updated by the Supplier during the Initial Period in accordance with Paragraph 4 of this Schedule;
"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	those Supplier Assets used by the Supplier [or a Key Subcontractor] in connection with the Deliverables but which are also used by the Supplier [or Key Subcontractor] for other purposes excluding the Core Network Assets;
"Registers"	the register and configuration database referred to in Paragraph 2.2 of this Schedule;
"Replacement Goods"	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether

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	those services are provided by the Buyer internally and/or by any third party;
"Replacement Services"	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those Deliverables are provided by the Buyer internally and/or by any third party;
"Termination Assistance"	<p>the provision of any configuration information reasonably required to effect the implementation of the Replacement Services excluding the Core Network;</p> <p>any activity required to facilitate the transition from the live operation of an existing Service to the live operation of a Replacement Service excluding the Core Network; and</p> <p>c) the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;</p>
"Termination Assistance Notice"	has the meaning given to it in Paragraph 5.1 of this Schedule;
"Termination Assistance Period"	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
"Transferable Assets"	Exclusive Assets which are capable of legal transfer to the Buyer;
"Transferable Contracts"	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are

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	necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation, excluding such contracts relating to the Core Network;
"Transferring Assets"	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	has the meaning given to it in Paragraph 8.2.3 of this Schedule.

Supplier must always be prepared for contract exit

The Supplier shall within 30 days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.

During the Contract Period, the Supplier shall promptly:

create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables insofar as they relate to Exclusive Assets and Non Exclusive Assets; and

create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables (excluding the Core Network)

("Registers").

The Supplier shall:

ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and

procure that all licences for Third Party Software and all Sub-Contracts in relation to Exclusive and Non-Exclusive Assets shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.

Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

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Assisting re-competition for Deliverables

The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").

The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.

The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information (excluding the Core Network) which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).

The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables (excluding the Core Network); and not be disadvantaged in any procurement process compared to the Supplier.

Exit Plan

The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.

The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

The Exit Plan shall set out, as a minimum:

a detailed description of both the transfer and cessation processes, including a timetable;

how the Deliverables (excluding the Core Network) will transfer to the Replacement Supplier and/or the Buyer;

details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;

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proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;

proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;

proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;

proposals for the identification and return of all Buyer Assets in the possession of and/or control of the Supplier or any third party;

proposals for the disposal of any redundant Deliverables and materials;

how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and

any other information or assistance reasonably required by the Buyer or a Replacement Supplier.

The Supplier shall:

maintain and update the Exit Plan (and risk management plan) no less frequently than:

every six (6) months throughout the Contract Period; and

no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;

as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;

as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and

jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.

Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.

A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

Termination Assistance

The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the

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Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

the nature of the Termination Assistance required;

the start date and initial period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.; and

whether the Buyer requires any additional services to assist with exit beyond what is required by this Schedule, which may be chargeable by the Supplier.

The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:

no such extension shall extend the Termination Assistance Period beyond the date twelve (12) Months after the End Date; and

the Buyer shall notify the Supplier of any such extension no later than twenty (20) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.

The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.

Where the Buyer indicates in a Termination Assistance Notice that it requires any additional services to assist with exit in accordance with paragraph 5.1.3, the Supplier shall provide to the Buyer within ten (10) Working Days of receipt of such Termination Assistance Notice a quotation in the form of an itemised list of costs (in line with any day rates specified in the Contract) for each line of the additional services that the Buyer requires. Within five (5) Working Days of receipt of such quotation the Buyer shall confirm to the Supplier which of those itemised services it requires and the Supplier shall provide those services as part of the Termination Assistance at the Charges provided in the quotation.

In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

Termination Assistance Period

Throughout the Termination Assistance Period the Supplier shall:
continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;

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provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;

use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;

subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;

at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;

seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.

If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.

If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

Obligations when the contract is terminated

The Supplier shall comply with all of its obligations contained in the Exit Plan.

Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:

vacate any Buyer Premises;

remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;

provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:

such information relating to the Deliverables as remains in the possession or control of the Supplier; and

such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the

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Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.

Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

Assets, Sub-contracts and Software

Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:

terminate, enter into or vary any Sub-contract insofar as it relates to Exclusive Assets and Non-Exclusive Assets; or

terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables excluding the Core Network; or

(subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.

Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:

which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");

which, if any, of:

the Exclusive Assets that are not Transferable Assets; and

the Non-Exclusive Assets,

the Buyer and/or the Replacement Supplier requires the continued use of; and

which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"),

in order for the Buyer and/or its Replacement Supplier to provide the Deliverables excluding the Core Network from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables (excluding the Core Network) or the Replacement Goods and/or Replacement Services (excluding the Core Network).

With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement

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Supplier for their Net Book Value less any amount already paid for them through the Charges.

Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.

Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:

procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which

procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.

The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.

The Buyer shall:

accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and

once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.

The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.

The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

No charges

Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.

Should the Buyer require additional bespoke Project Management activities,

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the Buyer will raise a Request for Service form in line with the process set out in the Order Form.

Dividing the bills

All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:

the amounts shall be annualised and divided by 365 to reach a daily rate;

the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and

the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

Call-Off Schedule 11 (Installation Works)**1. When this Schedule should be used**

1.1. This Schedule is designed to provide additional provisions necessary to facilitate the provision of Deliverables requiring installation by the Supplier.

2. How things must be installed

2.1. Where the Supplier reasonably believes, it has completed the Installation Works it shall notify the Buyer in writing. Following receipt of such notice, the Buyer shall inspect the Installation Works and shall, by giving written notice to the Supplier:

2.1.1. accept the Installation Works, or

2.1.2. reject the Installation Works and provide reasons to the Supplier if, in the Buyer's reasonable opinion, the Installation Works do not meet the requirements set out in the Call-Off Order Form (or elsewhere in this Contract).

2.2. If the Buyer rejects the Installation Works in accordance with Paragraph 2.1.2, the Supplier shall immediately rectify or remedy any defects and if, in the Buyer's reasonable opinion, the Installation Works do not, within five (5) Working Days of such rectification or remedy, meet the requirements set out in the Call-Off Order Form (or elsewhere in this Contract), the Buyer may terminate this Contract for material Default.

Framework Ref: RM6116

Project Version: v1.1

Model Version: v3.3

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2.3. The Installation Works shall be deemed to be completed when the Supplier receives a notice issued by the Buyer in accordance with Paragraph 2.1.1 Notwithstanding the acceptance of any Installation Works in accordance with Paragraph 2.1.1), the Supplier shall remain solely responsible for ensuring that the Goods and the Installation Works conform to the specification in the Call-Off Order Form (or elsewhere in this Contract). No rights of estoppel or waiver shall arise as a result of the acceptance by the Buyer of the Installation Works.

2.4. Throughout the Contract Period, the Supplier shall have at all times all licences, approvals and consents necessary to enable the Supplier and the Supplier Staff to carry out the Installation Works.

Call-Off Schedule 13 (Implementation Plan and Testing)

Part A - Implementation

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Delay"	a) a delay in the Achievement of a Milestone by its Milestone Date; or b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;
"Deliverable Item"	an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan;
"Milestone Payment"	a payment identified in the Implementation Plan to be made following the issue of a

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"Delay"	a) a delay in the Achievement of a Milestone by its Milestone Date; or b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;
	Satisfaction Certificate in respect of Achievement of the relevant Milestone;
Implementation Period"	has the meaning given to it in Paragraph 7.1;

2. Agreeing and following the Implementation Plan

- 2.1 A draft of the Implementation Plan is set out in the Annex to this Schedule. The Supplier shall provide a further draft Implementation Plan 20 days after the Call-Off Contract Start Date.
- 2.2 The draft Implementation Plan:
 - 2.2.1 must contain information at the level of detail necessary to manage the implementation stage effectively and as the Buyer may otherwise require; and
 - 2.2.2 it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.
- 2.3 Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 2.4 The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.
- 2.5 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.

3. Reviewing and changing the Implementation Plan

- 3.1 Subject to Paragraph 3.3, the Supplier shall keep the Implementation Plan under review in accordance with the Buyer's instructions and ensure that it is updated on a regular basis.
- 3.2 The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.

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- 3.3 Changes to any Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Variation Procedure.
- 3.4 Failure by the Supplier to Achieve a Milestone by the relevant Milestone Date, where such failure is caused by or is attributable to the acts and/or omissions of the Supplier shall constitute a material Default and shall entitle the Buyer to terminate the Contract.

4. Security requirements before the Start Date

- 4.1 The Supplier shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearance in place before the Call-Off Start Date. The Supplier shall ensure that this is reflected in their Implementation Plans.
- 4.2 The Supplier shall ensure that all Supplier Staff and Subcontractors do not access the Buyer's IT systems, or any IT systems linked to the Buyer, unless they have satisfied the Buyer's security requirements.
- 4.3 The Supplier shall be responsible for providing all necessary information to the Buyer to facilitate security clearances for Supplier Staff and Subcontractors in accordance with the Buyer's requirements.
- 4.4 The Supplier shall ensure that all Supplier Staff and Subcontractors requiring access to the Buyer Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from the Buyer, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.
- 4.5 If a property requires Supplier Staff or Subcontractors to be accompanied by the Buyer's Authorised Representative, the Buyer must be given reasonable notice of such a requirement, except in the case of emergency access.

5. What to do if there is a Delay

- 5.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:
 - 5.1.1 notify the Buyer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;
 - 5.1.2 include in its notification an explanation of the actual or anticipated impact of the Delay;

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- 5.1.3 comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and
- 5.1.4 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

6. Compensation for a Delay

- 6.1 If Delay Payments have been included in the Implementation Plan and a Milestone has not been achieved by the relevant Milestone Date, the Supplier shall pay to the Buyer such Delay Payments (calculated as set out by the Buyer in the Implementation Plan) and the following provisions shall apply:
 - 6.1.1 the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to Achieve the corresponding Milestone;
 - 6.1.2 Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a Milestone by its Milestone Date except where:
 - (a) the Buyer is entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the Buyer can end this contract); or
 - (b) the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Implementation Plan commencing on the relevant Milestone Date;
 - 6.1.3 the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is Achieved;
 - 6.1.4 no payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay Payments or be deemed to be a waiver of the right of the Buyer to recover any such damages; and
 - 6.1.5 Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 11 (How much you can be held responsible for).

7. [Implementation Plan

- 7.1 The Implementation Period will be a nine (9) Month period.
- 7.2 During the Implementation Period, the incumbent supplier shall retain full responsibility for all existing services until the Call-Off Start Date or as otherwise formally agreed with the Buyer. The Supplier's full service obligations shall formally be assumed on the Call-Off Start Date as set out in Order Form.
- 7.3 In accordance with the Implementation Plan, the Supplier shall:

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- 7.3.1 work cooperatively and in partnership with the Buyer, incumbent supplier, and other Framework Supplier(s), where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;
 - 7.3.2 work with the incumbent supplier and Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;
 - 7.3.3 liaise with the incumbent Supplier to enable the full completion of the Implementation Period activities; and
 - 7.3.4 produce an Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.
- 7.4 The Implementation Plan will include detail stating:
- 7.4.1 how the Supplier will work with the incumbent Supplier and the Buyer Authorised Representative to capture and load up information such as asset data ; and
 - 7.4.2 a communications plan, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services.
- 7.5 In addition, the Supplier shall:
- 7.5.1 appoint a Supplier Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;
 - 7.5.2 mobilise all the Services specified in the Specification within the Call-Off Contract;
 - 7.5.3 produce an Implementation Plan report for each Buyer Premises to encompass programmes that will fulfil all the Buyer's obligations to landlords and other tenants:
 - (a) the format of reports and programmes shall be in accordance with the Buyer's requirements and particular attention shall be paid to establishing the operating requirements of the occupiers when preparing these programmes which are subject to the Buyer's approval; and
 - (b) the Parties shall use reasonable endeavours to agree the contents of the report but if the Parties are unable to agree the contents within twenty (20) Working Days of its submission by the Supplier to the Buyer, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

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- 7.5.4 manage and report progress against the Implementation Plan;
- 7.5.5 construct and maintain a Implementation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
- 7.5.6 attend progress meetings (frequency of such meetings shall be as set out in the Order Form) in accordance with the Buyer's requirements during the Implementation Period. Implementation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and
- 7.5.7 ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between incumbent provider and the Supplier.]



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Annex 1: Implementation Plan

The Implementation Plan is set out below and the Milestones to be Achieved are identified below:

Milestone	Deliverable Items	Duration (Working days from previous milestone)	Milestone Date (Working days from Contract Signature)	Buyer Responsibilities	Milestone Payments	Delay Payments
[Startup Complete]		18 days	18 days	<p>TBC on completion of draft Implementation Plan</p> <p>Mobilise delivery lead</p> <p>Complete site surveys & provide information to complete CSD-SIT in a timely manner</p> <p>Attend kick off meeting and workshops with incumbent</p> <p>Provide information to support DC migration & LAN provider</p> <p>Ensure space and power exist at all sites for installs</p> <p>Ensure racks are safe and earth bonded</p>		[N/A]

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				<p>Ensure LAN cable is of sufficient length for new installs</p> <p>Confirm any special site requirement and support planning for them</p>		
Initiation & Design Complete		20 days	38 days	<p>TBC on completion of draft Implementation Plan</p> <p>Provide information on LAN connectivity services at DC</p> <p>Sign off Border Gateway Protocol design</p> <p>Provide detailed information on Applications, existing traffic policies, QoS profiles, and other service related information</p> <p>Sign off governance documents</p>		[N/A]
Ready For Service		68 days	106 days	<p>TBC on completion of draft Implementation Plan</p> <p>Arrange cross site patching within DCs</p>		[N/A]

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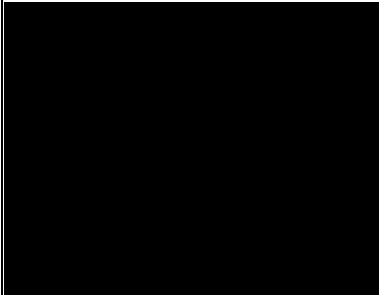
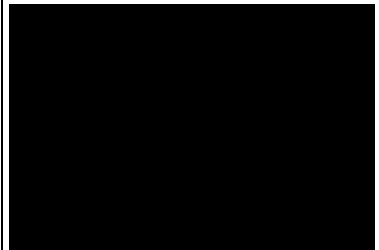
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				Provision of NNI connection & testing at DC Provide timely details of Pilot sites and test requirements		
Deployment Complete		75 days	181 days	TBC on completion of draft Implementation Plan Provide site access in a timely manner Provide up to date site contact list Perform UAT as per agreed testing plan Sign off each site delivered		[N/A]
Project Closed		10 days	191 days	TBC on completion of draft Implementation Plan Participate in closeout workshops Sign off project documents	[N/A]	[N/A]
<p>The Milestones will be Achieved in accordance with this Call-Off Schedule 13: (Implementation Plan and Testing)</p> <p>For the purposes of Paragraph 6.1.2 the Delay Period Limit shall be Thirty (30) Calendar Days.</p>						

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Project Version: v1.1
Model Version: v3.3

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Call-Off Schedule 4 (Call-Off Tender)

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Part B - Testing**Definitions**

In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Component"	any constituent parts of the Deliverables;
"Material Test Issue"	a Test Issue of Severity Level 1 or Severity Level 2;
"Satisfaction Certificate"	a certificate materially in the form of the document contained in Annex 2 issued by the Buyer when a Deliverable and/or Milestone has satisfied its relevant Test Success Criteria;
"Severity Level"	the level of severity of a Test Issue, the criteria for which are described in Annex 1;
"Test Issue Management Log"	a log for the recording of Test Issues as described further in Paragraph 8.1 of this Schedule;
"Test Issue Threshold"	in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan;
"Test Reports"	the reports to be produced by the Supplier setting out the results of Tests;
"Test Specification"	the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 6.2 of this Schedule;
"Test Strategy"	a strategy for the conduct of Testing as described further in Paragraph 3.2 of this Schedule;
"Test Success Criteria"	in relation to a Test, the test success criteria for that Test as referred to in Paragraph 5 of this Schedule;
"Test Witness"	any person appointed by the Buyer pursuant to Paragraph 9 of this Schedule; and
"Testing Procedures"	the applicable testing procedures and Test Success Criteria set out in this Schedule.

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How testing should work

Part B of this Schedule shall only apply if the Contract was entered into as a result of the Buyer undertaking a Further Competition in accordance with Framework Schedule 7.

All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy, Test Specification and the Test Plan.

The Supplier shall not submit any Deliverable for Testing:

- unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria;

- until the Buyer has issued a Satisfaction Certificate in respect of any prior, dependant Deliverable(s); and

- until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).

The Supplier shall use reasonable endeavours to submit each Deliverable for Testing or re-Testing by or before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Deliverable.

Prior to the issue of a Satisfaction Certificate, the Buyer shall be entitled to review the relevant Test Reports and the Test Issue Management Log.

Planning for testing

The Supplier shall develop the final Test Strategy as soon as practicable after the Start Date but in any case no later than twenty (20) Working Days after the Start Date.

The final Test Strategy shall include:

- an overview of how Testing will be conducted in relation to the Implementation Plan;

- the process to be used to capture and record Test results and the categorisation of Test Issues;

- the procedure to be followed should a Deliverable fail a Test, fail to satisfy the Test Success Criteria or where the Testing of a Deliverable produces unexpected results, including a procedure for the resolution of Test Issues;

- the procedure to be followed to sign off each Test;

- the process for the production and maintenance of Test Reports and a sample plan for the resolution of Test Issues;

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- the names and contact details of the Buyer and the Supplier's Test representatives;
- a high level identification of the resources required for Testing including Buyer and/or third party involvement in the conduct of the Tests;
- the technical environments required to support the Tests; and
- the procedure for managing the configuration of the Test environments.

Preparing for Testing

The Supplier shall develop Test Plans and submit these for Approval as soon as practicable but in any case no later than twenty (20) Working Days prior to the start date for the relevant Testing as specified in the Implementation Plan.

Each Test Plan shall include as a minimum:

- the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being Tested and, for each Test, the specific Test Success Criteria to be satisfied; and
- a detailed procedure for the Tests to be carried out.

The Buyer shall not unreasonably withhold or delay its approval of the Test Plan provided that the Supplier shall implement any reasonable requirements of the Buyer in the Test Plan.

Passing Testing

The Test Success Criteria for all Tests shall be agreed between the Parties as part of the relevant Test Plan pursuant to Paragraph 4.

How Deliverables will be tested

Following approval of a Test Plan, the Supplier shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable and in any event at least 10 Working Days prior to the start of the relevant Testing (as specified in the Implementation Plan).

Each Test Specification shall include as a minimum:

- the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Buyer and the extent to which it is equivalent to live operational data;
- a plan to make the resources available for Testing;

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Test scripts;

Test pre-requisites and the mechanism for measuring them; and

expected Test results, including:

a mechanism to be used to capture and record Test results;

and

a method to process the Test results to establish their content.

Performing the tests

Before submitting any Deliverables for Testing the Supplier shall subject the relevant Deliverables to its own internal quality control measures.

The Supplier shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 9.3.

The Supplier shall notify the Buyer at least 10 Working Days in advance of the date, time and location of the relevant Tests and the Buyer shall ensure that the Test Witnesses attend the Tests.

The Buyer may raise and close Test Issues during the Test witnessing process.

The Supplier shall provide to the Buyer in relation to each Test:

a draft Test Report not less than 2 Working Days prior to the date on which the Test is planned to end; and

the final Test Report within 5 Working Days of completion of Testing.

Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:

an overview of the Testing conducted;

identification of the relevant Test Success Criteria that have/have not been satisfied together with the Supplier's explanation of why any criteria have not been met;

the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;

the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 8.1; and

the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.

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When the Supplier has completed a Milestone it shall submit any Deliverables relating to that Milestone for Testing.

Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Buyer shall be entitled to recover from the Supplier, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.

If the Supplier successfully completes the requisite Tests, the Buyer shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion. Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that the Deliverables are implemented in accordance with this Contract.

Discovering Problems

Where a Test Report identifies a Test Issue, the Parties shall agree the classification of the Test Issue using the criteria specified in Annex 1 and the Test Issue Management Log maintained by the Supplier shall log Test Issues reflecting the Severity Level allocated to each Test Issue.

The Supplier shall be responsible for maintaining the Test Issue Management Log and for ensuring that its contents accurately represent the current status of each Test Issue at all relevant times. The Supplier shall make the Test Issue Management Log available to the Buyer upon request.

The Buyer shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Supplier. If the Parties are unable to agree the classification of any unresolved Test Issue, the Dispute shall be dealt with in accordance with the Dispute Resolution Procedure using the Expedited Dispute Timetable.

Test witnessing

The Buyer may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Buyer, each of whom shall have appropriate skills to fulfil the role of a Test Witness.

The Supplier shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.

The Test Witnesses:

shall actively review the Test documentation;

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will attend and engage in the performance of the Tests on behalf of the Buyer so as to enable the Buyer to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;

shall not be involved in the execution of any Test;

shall be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;

may produce and deliver their own, independent reports on Testing, which may be used by the Buyer to assess whether the Tests have been Achieved;

may raise Test Issues on the Test Issue Management Log in respect of any Testing; and

may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

Auditing the quality of the test

The Buyer or an agent or contractor appointed by the Buyer may perform on-going quality audits in respect of any part of the Testing (each a **"Testing Quality Audit"**) subject to the provisions set out in the agreed Quality Plan.

The Supplier shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.

The Buyer will give the Supplier at least 5 Working Days' written notice of the Buyer's intention to undertake a Testing Quality Audit.

The Supplier shall provide all reasonable necessary assistance and access to all relevant documentation required by the Buyer to enable it to carry out the Testing Quality Audit.

If the Testing Quality Audit gives the Buyer concern in respect of the Testing Procedures or any Test, the Buyer shall prepare a written report for the Supplier detailing its concerns and the Supplier shall, within a reasonable timeframe, respond in writing to the Buyer's report.

In the event of an inadequate response to the written report from the Supplier, the Buyer (acting reasonably) may withhold a Satisfaction Certificate until the issues in the report have been addressed to the reasonable satisfaction of the Buyer.

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Outcome of the testing

The Buyer will issue a Satisfaction Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.

If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Buyer shall notify the Supplier and:

- the Buyer may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues;

- the Buyer may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or

- where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.

The Buyer shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.

The Buyer shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:

- the issuing by the Buyer of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and

- performance by the Supplier to the reasonable satisfaction of the Buyer of any other tasks identified in the Implementation Plan as associated with that Milestone.

The grant of a Satisfaction Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of any Implementation Plan and Clause 4 (Pricing and payments).

If a Milestone is not Achieved, the Buyer shall promptly issue a report to the Supplier setting out the applicable Test Issues and any other reasons for the relevant Milestone not being Achieved.

If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Buyer shall issue a Satisfaction Certificate.

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If there is one or more Material Test Issue(s), the Buyer shall refuse to issue a Satisfaction Certificate and, without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.

If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Buyer may at its discretion (without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:

any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Buyer agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Buyer within 10 Working Days of receipt of the Buyer's report pursuant to Paragraph 10.5); and

where the Buyer issues a conditional Satisfaction Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

Risk

The issue of a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:

operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Buyer's requirements for that Deliverable or Milestone; or

affect the Buyer's right subsequently to reject all or any element of the Deliverables and/or any Milestone to which a Satisfaction Certificate relates.

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Annex 1: Test Issues – Severity Levels

1. Severity 1 Error

- 1.1 This is an error that causes non-recoverable conditions, e.g. it is not possible to continue using a Component.

2. Severity 2 Error

- 2.1 This is an error for which, as reasonably determined by the Buyer, there is no practicable workaround available, and which:
 - 2.1.1 causes a Component to become unusable;
 - 2.1.2 causes a lack of functionality, or unexpected functionality, that has an impact on the current Test; or
 - 2.1.3 has an adverse impact on any other Component(s) or any other area of the Deliverables;

3. Severity 3 Error

- 3.1 This is an error which:
 - 3.1.1 causes a Component to become unusable;
 - 3.1.2 causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or
 - 3.1.3 has an impact on any other Component(s) or any other area of the Deliverables;but for which, as reasonably determined by the Buyer, there is a practicable workaround available;

4. Severity 4 Error

- 4.1 This is an error which causes incorrect functionality of a Component or process, but for which there is a simple, Component based, workaround, and which has no impact on the current Test, or other areas of the Deliverables.

5. Severity 5 Error

- 5.1 This is an error that causes a minor problem, for which no workaround is required, and which has no impact on the current Test, or other areas of the Deliverables.

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Annex 2: Satisfaction Certificate

To: [insert name of Supplier]

From: [insert name of Buyer]

[insert Date dd/mm/yyyy]

Dear Sirs,

Satisfaction Certificate

Deliverable/Milestone(s): [Insert relevant description of the agreed Deliverables/Milestones].

We refer to the agreement ("**Call-Off Contract**") [insert Call-Off Contract reference number] relating to the provision of the [insert description of the Deliverables] between the [*insert Buyer name*] ("**Buyer**") and [*insert Supplier name*] ("**Supplier**") dated [*insert Call-Off Start Date dd/mm/yyyy*].

The definitions for any capitalised terms in this certificate are as set out in the Call-Off Contract.

[We confirm that all the Deliverables relating to [insert relevant description of Deliverables/agreed Milestones and/or reference number(s) from the Implementation Plan] have been tested successfully in accordance with the Test Plan [or that a conditional Satisfaction Certificate has been issued in respect of those Deliverables that have not satisfied the relevant Test Success Criteria].

[OR]

[This Satisfaction Certificate is granted on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]

[You may now issue an invoice in respect of the Milestone Payment associated with this Milestone in accordance with Clause 4 (Pricing and payments)].

Yours faithfully

[insert Name]

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[insert Position]

acting on behalf of [insert name of Buyer]

Call-Off Schedule 14 (Service Levels)

1. Introduction

Part B (Long Form Service Levels and Service Credits) applies

2. Definitions

2.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

“Achieved Service Level” means the actual level of performance of a Service achieved by the Supplier in relation to a Service Level Performance Criteria for a Service Period;

“Agreed Service Time” means the period during which the Supplier ensures the Services are Available to the Buyer;

“Available”

a Service shall be “Available” when the Buyer’s end users are able to access and use all its functions at a level that enables them to carry out their normal duties. (Availability shall be construed accordingly;

“Call-Off Contract Year”

means a consecutive period of twelve (12) Months commencing on the Call-Off Start Date or each anniversary thereof;

“Critical Service Level Failure”

a) Specified by the Buyer where the Buyer selects Part A to this Call-Off Schedule 14; or b) any instance of critical service level failure specified in Annex 2 to Part B of this Schedule where the Buyer selects Part B to this Schedule;

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“Downtime”

means any period of time within the Agreed Service Time during which a Service is not Available, excluding Planned Downtime

“Imposed Carrier Downtime”

means time during which the Supplier is prevented from supplying the Services due to unavailability of an underlying telecommunications service from a third-party provider on which the Services are dependent. In any instance where the Supplier claims Imposed Carrier Downtime, the Supplier must be able to provide evidence to the satisfaction of the Buyer that the interruption to the Services was in fact due in its entirety to unavailability of the underlying service;

means an unplanned incident or interruption to Services, reduction in the quality of the Services or event which could affect the Services in the future;

“Incident”

means the time taken by the Supplier to Resolve an Incident, as set out in this Schedule;

“Incident Resolution Time”

means the time agreed in advance in writing by the Supplier and Buyer within the Agreed Service Time when a Service is not Available;

“Planned Downtime”

means the time taken from the placement of an Order for a Service or part thereof until the Service is Available to the Buyer and Provision shall be construed accordingly;

“Provisioning”

means an action taken by or on behalf of the Supplier to fully repair the root cause of an Incident or to implement a

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workaround, such that the Services are returned to being Available. Resolve and Resolved shall be construed accordingly;

“Resolution”

"Service Credits"

- a) any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels; or
- b) any service credits specified in the Annex to Part B of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;

"Service Credit Cap"

- a) in the period from the Call-Off Start Date to the end of the first Call-Off Contract Year 10% contractual spend; and
- b) during the remainder of the Call-Off Contract Period, ten percent (10%) of the Charges payable to the Supplier under this Call-Off Contract in the period of twelve (12) Months immediately preceding the Service Period in respect of which Service Credits are accrued;

unless otherwise stated in the Order Form during a Further Competition;

“Service Desk”

means the single point of contact set up and operated by the Supplier to log, monitor and escalate Incidents and Incident Resolutions;

“Service Failure Threshold”

means the level of performance of a Service which becomes unacceptable to the Buyer, including as set out in each Service Level Performance Criteria and where the Supplier fails to provide the Services in accordance with this Contract;

“Service Levels”

means any service levels applicable to the provision of the Services under this Call-Off Contract specified in Call-Off Schedule 14 (Service Levels);

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"Service Level Failure" means a failure to meet the Service Level Threshold in respect of a Service Level Performance Criterion;

"Service Level Threshold" shall be as set out against the relevant Service Level in Annex 1 to Part A of this Schedule, or Annex 1 of Part B of this Schedule depending upon which option is selected by the Buyer;.

"Service Period" means a recurrent period of one month during the Call-Off Contract Period, unless otherwise specified in the Order Form;

"Unavailable" in relation to a Service, means that the Service is not Available;

3. What happens if you don't meet the Service Levels

- 3.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Threshold for each Service Level.
- 3.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A or Part B of this Schedule, as appropriate, including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Threshold.
- 3.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part C (Performance Monitoring) of this Schedule.
- 3.4 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
 - 3.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or

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3.4.2 the Service Level Failure:

- (a) exceeds the relevant Service Failure Threshold;
- (b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
- (c) results in the corruption or loss of any Government Data; and/or
- (d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or

3.4.3 the Buyer is entitled to or does terminate this Contract pursuant to Clause 10.4 of the Core Terms (CCS and Buyer Termination Rights).

3.5 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Threshold in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:

3.5.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;

3.5.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and

3.5.3 there is no change to the Service Credit Cap.

4. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

4.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and

4.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"),

provided that the operation of this paragraph 4 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

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PART B: Long Form Service Levels and Service Credits

1. General provisions

1.1. The Supplier shall provide support and advice, when required by the Buyer, on matters relating to:

- 1.1.1. Availability of the Services;
- 1.1.2. quality of the Services;
- 1.1.3. provisioning;
- 1.1.4. essential downtime
- 1.1.5. Buyer support;
- 1.1.6. complaints handling; and
- 1.1.7. accurate and timely invoices.

1.2. The Supplier accepts and acknowledges that failure to meet the Service Level Threshold set out in this Part B of this Call-Off Schedule will result in Service Credits being due to the Buyer.

2. Principal points

2.1. The objectives of the Service Levels and Service Credits are to:

- 2.1.1. incentivise the Supplier to meet the Service Levels and to remedy any failure to meet the Service Levels expeditiously;
- 2.1.2. ensure that the Services are of a consistently high quality and meet the requirements of the Buyer;
- 2.1.3. provide a mechanism whereby the Buyer can attain meaningful recognition of inconvenience and/or loss resulting from the Supplier's failure to deliver the level of service for which it has contracted to deliver; and
- 2.1.4. provide an incentive to the Supplier to comply with and to expeditiously remedy any failure to comply with the Service Levels.

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2.2. The Parties acknowledge that:

2.2.1. The Buyer will, in all cases, prefer to receive the Services within the Service Levels in preference to receiving the Service Credits; and

2.2.2. the Supplier shall, in all cases, seek to deliver the Services within the Service Levels in preference to accepting a liability for Service Credits.

3. Service Levels

3.1. The Supplier shall monitor its performance under this Call-Off Contract by reference to the relevant Service Level Performance Criteria for achieving the Service Levels and shall send the Buyer a Performance Monitoring Report detailing the level of service which was achieved in accordance with the provisions of Part C (Performance Monitoring) of this Call-Off Schedule.

3.2. The Supplier shall, at all times, provide the Services in such a manner that the Service Level Thresholds are achieved.

3.3. If the level of performance of the Supplier of any element of the provision by it of the Services during the Call-Off Contract period:

3.3.1. is likely to or fails to meet any Service Level Threshold; or

3.3.2. is likely to cause or causes a Critical Service Level Failure to occur, the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without prejudice to any other of its rights howsoever arising may:

- a) Require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring; and
- b) If the action taken under paragraph require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring; and above has not already prevented or remedied the Service Level Failure or Critical Service Level Failure, the Buyer shall be entitled to instruct the Supplier to comply with the Rectification Plan Process; or
- c) If a Service Level Failure has occurred, deduct from the Call-Off Contract Charges

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the applicable Service Credits payable by the Supplier to the Buyer in accordance with the calculation formula set out in Annex 1 of this Part B of this Call-Off Schedule; or

- d) If a Critical Service Level Failure has occurred, exercise its right to compensation for such non-availability of Services via this Call-Off Contract.

3.4. Approval and implementation by the Buyer of any Rectification Plan shall not relieve the Supplier of any continuing responsibility to achieve the Service Levels, or remedy any failure to do so, and no estoppels or waiver shall arise from any such Approval and/or implementation by the Buyer.

3.5. The Buyer may enhance or otherwise modify the Service Levels required during a Further Competition Procedure.

3.6. The Services are subject to the following four Service Level Performance Criteria as set out in paragraph 6 of this Part B of Call-Off Schedule 14:

3.6.1.Availability;

3.6.2.Incident Resolution;

3.6.3.Quality; and

3.6.4.Provisioning.

4. Agreed Service Time

4.1. The Services will be made Available by the Supplier to the Buyer during the Agreed Service Time.

4.2. The Agreed Service Time applied to the Services will be determined by the Service Maintenance Level selected by the Buyer on the Order Form.

4.3. The Service Maintenance Levels and associated Agreed Service Times is set out in the following table:

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Service Maintenance Level	Agreed Service Time
Level 4	Monday – Sunday (including Bank Holidays); 00:00-23:59 (24 hours per day, 7 days per week)

5. Incidents

5.1. If the Services become Unavailable, the Buyer must report the Unavailability as an Incident to the Service Desk.

5.2. Incidents must be classified to one of the following four severity levels:

Severity Level	Description of impact of Incident
Severity 1	The Services are Unavailable) across the entire Buyer's estate or these specific sites <ul style="list-style-type: none"> • London Equinix E14 9GE • Slough Equinix SL1 4PF • The Lightbox Quorum Business Park, Newcastle Upon Tyne, NE12 8EZ • The Ellipse, Padley Road, Swansea, SA1 8AN • Berkeley house, Croydon Street, Bristol, BS5 0DA
Severity 2	The Services are Unavailable or at a degraded level at one of the Buyer's sites
Severity 3	The Services are Unavailable or at a degraded level to an individual user
Severity 4	All other Incidents, including any Incidents raised initially at a higher Severity Level that were subsequently deemed to be attributable to the Buyer or in any other way not attributable to the Supplier.

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5.2.1.The Supplier shall manage the Incident to resolution in accordance with this Call-Off Schedule, whilst keeping the Buyer appropriately informed of progress.

6. Service Level Performance Criteria

6.1. Availability

6.1.1.The Supplier shall ensure that the Services are Available during the Agreed Service Time.

6.1.2.Achieved Availability is calculated as a percentage of the total time in a Service Period that the Services should have otherwise been Available to the Buyer using the following formula:

Achieved Availability % =
$$\frac{(MP - SD) \times 100}{MP}$$

Where:

MP means total time within the Agreed Service Time (excluding Planned Downtime, Imposed Carrier Downtime and any Unavailability attributable to Severity 3 or Severity 4 Incidents) within the relevant Service Period; and

SD means total service downtime within the Agreed Service Time within the relevant Service Period during which a Service and/or part thereof is Unavailable (excluding Planned Downtime, Imposed Carrier Downtime and any Unavailability attributable to Severity 3 or Severity 4 Incidents) within the relevant Service Period.

6.2. Incident Resolution

6.2.1.The Supplier shall ensure that Incidents are resolved within the Maximum Incident Resolution Time.

6.2.2.Maximum Incident Resolution Times are determined by the Severity Levels and Service Maintenance Levels as set out in the following table:

Service Maintenance Level	Severity 1; and Severity 2	Severity 3	Severity 4 (Indicative Only)

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Level 4	6 hours	End of next Working Day	10 Working Days
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6.2.3.Each Incident will either be Resolved within the Maximum Incident Resolution Time, or it will not; and will be reported as such by the Supplier. The time taken to resolve the Incident is not material to this Service Level Performance Criteria.

6.2.4.Achieved Incident Resolution is calculated as a percentage of the total number of Incidents in a Service Period that should have been resolved within the Maximum Incident Resolution Time using the following formula:

$$\text{Achieved Incident Resolution \%} = \frac{(\text{TI}-\text{FI}) \times 100}{\text{TI}}$$

Where:

TI means the total number of Incidents raised by the Buyer during the Service Period (excluding Severity 4 Incidents); and

FI means the total number of Incidents raised by the Buyer during the Service Period that were not resolved within the Maximum Incident Resolution Time (excluding Severity 4 Incidents).

6.2.5.Where an Incident is reported outside the Agreed Service Time, the Incident will be treated as if it has been reported at the beginning of the next Working Day.

6.2.6.The Incident will only be deemed to be Resolved once the Services are Available. However, the Supplier shall not formally close any Incident until the Buyer has confirmed that the Services are Available.

6.3. Quality

6.3.1.The Supplier shall ensure that the Services are delivered of a sufficient quality to meet the provisions of this Call-Off Schedule.

6.3.2.Measurement of answer and response times of the Service Desk will be based on the time taken for the Supplier to respond to the Buyer’s call or email. Calls and emails receiving an automated response or calls placed into a queuing system shall be

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deemed not to have been answered.

Table 1 – Key Performance Indicators

Key Performance Indicators	Key Indicator	Key Performance Measure	Key Performance Level Threshold
Major Incident Report (MIR)	The Supplier shall provide Post Major Incident Report to the Buyer	100% MIRs to be emailed to buyer within 5 working Days following the closure of a Major Incident.	Delay of more than two working days.
Reporting	Timely delivery of all Service Reports	100% of Monthly Reports delivered within ten working days of the month following the Month covered in the Report. 100 % of Quarterly/Annual Reports delivered within 15 working days of the month following the end of quarter or each Call Off Contract Year	If the report is delivered in more than 5 working days for the Monthly or 15 working days for the Quarterly/Annual Report
Complaints	The supplier shall respond to complaints received about the service in writing or by e-mail to the Buyer	100% of complaints responded to within 5 working days of receipt.	Delay of more than two working days.

Should the Supplier fail to deliver against any of Key Performance Indicator Thresholds set out in Table 1, the Supplier will shall deliver to the Buyer a remediation performance plan setting out what steps the Supplier is putting in place to prevent further performance

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failures. The Supplier will provide the performance remediation plan within 10 working days from when the Key Performance Indicator Threshold is breached. The Supplier will monitor performance against the performance remediation plan and will report progress against the plan to the Service Review Meeting (SRM) until such time that the SRM agree that sufficient steps have been but in place to prevent further performance failures.

6.4. Provisioning

6.4.1. The Services will be provisioned at the outset in accordance with any Implementation Plan and any failure to meet Milestones will be dealt with in accordance with the terms of this Call-Off Contract.

6.4.2. Any delivery of Services or part thereof subsequent to the successful conclusion of the Implementation Plan will be subject to the Service Levels identified in the Variation to this Contract that incorporates those changes; or failing any other agreed Service Level, in accordance with the Supplier's standard provisioning Service Levels.

7. Service Credits

7.1. This section sets out the basic agreed formula used to calculate a Service Credit payable to the Buyer as a result of a Service Level Failure in a given Service Period.

7.2. Service Credit payments are subject to the Service Credit Cap.

7.3. Annex 1 to this Part B of this Call-Off Schedule details the Service Credits available for each Service Level Performance Criterion in the event that the applicable Service Level Threshold is not met by the Supplier.

7.4. The Buyer shall use the Performance Monitoring Reports supplied by the Supplier under Part C (Performance Monitoring) of this Call-Off Schedule to verify the calculation and accuracy of any Service Credits applicable to each Service Period.

7.5. Service Credits are a reduction of the amounts payable in respect of the Services and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in Annex 1 of Part B of this Call-Off Schedule.

7.6. The amount of Service Credit is determined by the tables in Annex 1 of this Part B of Call-Off Schedule 14, using the calculated Achieved Service Level Performance Criteria (e.g. Achieved Availability), the Service Level Threshold and the Service Failure Threshold and is calculated by using the straight line formula below:

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Service Credit % = $(m \cdot (a - x) + c)$, where

a is the Service Level Threshold (%) below which Service Credits become payable;

b is the Service Failure Threshold (%);

x is the Achieved Service Level Performance Criteria (%) for a Service Period;

c is the minimum Service Credit (%) payable if the Achieved Service Level falls below the Service Level Threshold;

d is the maximum Service Credit (%) payable if the Achieved Service Level Reaches the Service Failure Threshold;

m is a coefficient defined for the services, which is calculated from the Formula $m = (d - c) / (a - b)$, that is the slope of the straight line;

7.7. Consequently, the Service Credit regime is shown diagrammatically as follows:

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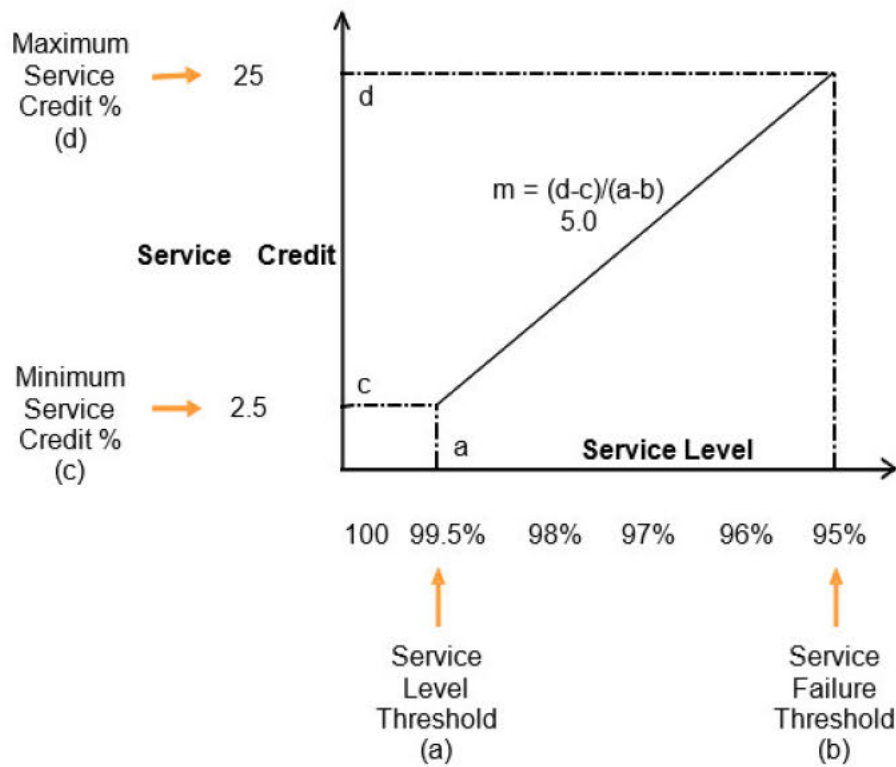
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7.8. The Service Credit (£) is subsequently derived as follows:

$$\text{Service Credit (£)} = \text{contract charges} \times \text{Service Credit (\%)}$$

7.9. An example Service Credit calculation for the Availability of a service, (offered herein for illustrative purposes only), is as follows:

Criteria	Coefficient (m)	Service Level Threshold % (a)	Service Failure Threshold % (b)	Minimum Service Credit % (c)	Maximum Service Credit % (d)
Availability	5.0	99.5%	95.00%	2.5%	25%

7.9.1. The Achieved Availability of a service was recorded as 97% for a Service Period. For this service, the Service Level Threshold is 99.5% and the Service Failure Threshold is 95%. The contract charges for the service for the Service Period are £3,000. Previous performance had exceeded the Service Level Threshold for Availability.

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7.9.2. In this illustration example:

$$\text{Service Credit \%} = 5.0 \times (99.5 - 97.0) + 2.5 = 15\%;$$

therefore the Service Credit calculation is:

$$\text{Service Credit (£)} = £3,000 \times 15\% = £450.$$

7.10. An example Service Credit calculation for Incident Resolution is as follows:

Criteria	Coefficient (m)	Service Level Threshold % (a)	Service Failure Threshold % (b)	Minimum Service Credit % (c)	Maximum Service Credit % (d)
Incident Resolution	0.25	95.0%	85.00%	2.5%	5%

7.10.1. The Service Level Threshold is 95% of all incidents to be resolved within a specified time with the Service Failure Threshold being 85%. Assume that the Buyer has 80 Incidents within a Service Period, 10 of which were not resolved within the specified time. Therefore, the Achieved Incident Resolution is 87.5% for the Service Period. The contract charges for all the services that the Buyer is consuming are £50,000 per Service Period. Previous performance had exceeded the Service Level Threshold for Incident Resolution Times.

7.10.2. In this illustration example:

$$\text{Service Credit \%} = 0.25 \times (95 - 87.5) + 2.5 = 4.375\%$$

Consequently, the illustrated Service Credit calculation is:

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Service Credit (£) = £50,000 x 4.375% = £2,187.50.

PART B Annex 1: Long Form Services Levels and Service Credits Table

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1. Availability**1.1. Services (excluding the Service Desk)**

Service Maintenance Level	Coefficient (m)	Service Level Threshold % (a)	Service Failure Threshold % (b)	Minimum Service Credit % (c)	Maximum Service Credit % (d)
4	5	99%	95%	5%	25%

1.2. Service Desk

Service Maintenance Level	Coefficient (m)	Service Level Threshold % (a)	Service Failure Threshold % (b)	Minimum Service Credit % (c)	Maximum Service Credit % (d)
All	5	99%	95%	5%	25%

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Number of Incidents per Service Period	Coefficient (m)	Service Level Threshold %(a)	Service Failure Threshold % (b)	Minimum Service Credit % (c)	Maximum Service Credit % (d)
1 or greater (severity 1)	Not Applicable	100%	3 or more Incidents are Resolved in excess of the max Incident Resolution Times	2.5%	5%
39 or fewer (excluding severity 1)	Not applicable	No more than 2 Incidents are Resolved in excess of the max Incident Resolution Times	5 or more Incidents are Resolved in excess of the max Incident Resolution Times	2.5% (payable when 3 Incidents breach the Service Level Threshold in any Service Period)	5% (payable when 4+ Incidents breach the Service Level Threshold in any Service Period)
40 and more (excluding severity 1)	0.25	95%	85%	2.5%	5%

3. Quality**3.1. Service Desk:**

Criteria	Coefficient	Service Level Threshold	Service Failure Threshold	Minimum Service Credit	Maximum Service Credit
Calls Answered within 60 seconds	0.25	90%	80%	2.5%	5%

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Email Responded to within one (1) Working Day	0.083	90%	60%	2.5%	5%
Abandoned Calls	0.25	95%	85%	2.5%	5%

3.2. Data Service

3.2.1. Where the Buyer has procured Services that include data services, the following provisions will apply:

- a) The Services will only be deemed to have been Delivered once the Buyer has tested and accepted the quality of the data service;
- b) Subsequent to Services commencement, where the Buyer believes the quality of the data service is not acceptable:
 - (i) an Incident will be raised with the Service Desk
 - (ii) the Supplier shall investigate the Incident;
 - (iii) Subsequent to the investigation, if:
 - A. a fault is found, the Incident is Resolved as any other Incident;
 - B. a fault is not found and the Buyer still believes the quality of the data service is unacceptable, the Supplier shall evidence to the Buyer that the data service complies with relevant Standards.
 - (iv) In the event that a fault is not found and the Supplier cannot evidence to the satisfaction of the Buyer that the data service complies with relevant Standards, the Service will be deemed Unavailable from the time that the Incident was first raised with the Service Desk and the Incident Resolution Time will be accordingly measured from that time.

3.3. Voice Service

3.3.1. Where the Buyer has procured Services that include voice services, the following provisions will apply:

- a) The Services will only be deemed to have been Delivered once the Buyer has

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tested and accepted the quality of the voice service;

- b) Subsequent to Services commencement, where the Buyer believes the quality of the voice service is not acceptable:

- (i) an Incident will be raised with the Service Desk;
- (ii) the Supplier shall investigate the Incident;
- (iii) Subsequent to the investigation, if:
 - A. a fault is found, the Incident is Resolved as any other Incident;
 - B. a fault is not found and the Buyer still believes the quality of the voice service is unacceptable, the Supplier shall evidence to the Buyer that the voice service complies with relevant Standards.
- (iv) In the event that a fault is not found and the Supplier cannot evidence to the satisfaction of the Buyer that the voice service complies with relevant Standards, the Service will be deemed Unavailable from the time that the Incident was first raised with the Service Desk and the Incident Resolution Time will be accordingly measured from that time.

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PART B Annex 2: Critical Service Level Failure

1. CRITICAL SERVICE LEVEL FAILURE

- 1.1. A Critical Service Level Failure will be deemed to have occurred if the performance of the Services falls below the same Service Failure Threshold on three (3) occasions in any six (6) consecutive Service Periods.
- 1.2. In the event of a Critical Service Level Failure, the Buyer shall be entitled to terminate this Call-Off Contract for material Default.

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Part C: Performance Monitoring

1. Performance Monitoring and Performance Review

1.1. Part C to this Call-Off Schedule provides the methodology for monitoring the provision of the Services:

1.1.1.to ensure that the Supplier is complying with the Service Levels; and

1.1.2.for identifying any failures to achieve Service Levels in the performance of the Supplier and/or provision of the Services (may also be referred to as a "Performance Monitoring System").

1.2. Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will

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operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.

1.3. The Supplier shall report all failures to achieve Service Levels and any Critical Service Level Failure to the Buyer in accordance with the processes agreed in Paragraph 1.2 of Part C of this Call-Off Schedule above.

1.4. The Supplier shall provide the Buyer with performance monitoring reports ("Performance Monitoring Reports") in accordance with the process and timescales agreed pursuant to paragraph 1.2 of Part C of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:

1.4.1. for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;

1.4.2. a summary of all failures to achieve Service Levels that occurred during that Service Period;

1.4.3. details of any Critical Service Level Failures;

1.4.4. for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;

1.4.5. the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and

1.4.6. such other details as the Buyer may reasonably require from time to time.

1.5. The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:

1.5.1. take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;

1.5.2. be attended by the Supplier's Representative and the Buyer's Representative; and

1.5.3. be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.

1.6. The minutes of the preceding Month's Performance Review Meeting will be agreed and

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signed by both the Supplier's Representative and the Buyer's Representative at each meeting.

- 1.7. The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

2. Satisfaction Surveys

- 2.1. The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.

PART C ANNEX 1: ADDITIONAL PERFORMANCE MONITORING REQUIREMENTS

Not applicable.

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Call-Off Schedule 15 (Call-Off Contract Management)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Contract Management Board"	the board established in accordance with paragraph 4.1 of this Schedule;
"Project Manager"	the manager appointed in accordance with paragraph 2.1 of this Schedule;

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2. Project Management

2.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.

2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.

2.3 Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

3. Role of the Supplier Contract Manager

3.1 The Supplier's Contract Manager shall be:

3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;

3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be the delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;

3.1.3 able to cancel any delegation and recommence the position himself; and

3.1.4 replaced only after the Buyer has received notification of the proposed change.

3.2 The Buyer may provide revised instructions to the Supplier's Contract Manager in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.

3.3 Receipt of communication from the Supplier's Contract Manager's by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

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4. Role of the Contract Management Board (CMB)

- 4.1 The CMB shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.**
- 4.2 The CMB members, frequency and location of board meetings and planned start date by which the board shall be established are set out in the Order Form.**
- 4.3 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.**
- 4.4 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the CMB meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.**
- 4.5 The purpose of the CMB meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting. The Terms of Reference for the CMB shall be agreed by both parties after contract award.**

5. Contract Risk Management

- 5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
- 5.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:

5.2.1 the identification and management of risks;

5.2.2 the identification and management of issues; and

5.2.3 monitoring and controlling project plans.

- 5.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 5.4 The Supplier will maintain a risk register of the risks relating to the Call Off Contract which the Buyer and the Supplier have identified.

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Annex: Contract Boards and Meetings

The Parties agree to operate the following boards at the locations and at the frequencies set out below:

The following are a suggestion of further possible meetings, to be agreed between the Buyer and Supplier:

- Supplier Review Board
- Contract Management Board
- Service Review Meeting
- Various low-level meetings where constituted

Boards

The Boards shall be established by the Buyer for the purposes of this Agreement on which both the Supplier and Buyer shall be represented. Supplier membership shall be determined after contract award.

In the event that either Party wishes to replace any of its appointed Board Members, they shall notify the other Party in writing of the proposed change for agreement. It is intended that each Buyer Board Member has at all times a counterpart Supplier Board Member of equivalent seniority and expertise.

Each Party shall ensure that its Board Members shall make all reasonable effort to attend Board meetings and if any Board Member is not able to attend, that person shall try to ensure that:

- a delegate attends the Board meeting in his/her place who is properly briefed and prepared; and
- that he/she is debriefed by the delegate after the Board meeting.

A chairperson shall be appointed by the Buyer and shall be responsible for scheduling Board meetings, setting the agenda and circulating to all attendees in advance, chairing the meeting and ensuring that minutes are taken and circulated before each meeting. On occasions the Supplier maybe asked to take and circulate the Minutes of the Board meetings.

The Supplier Review Board meeting ensures that the contract is operating in a way that optimises value for money and determines the business strategy on policy matters between the Supplier and Buyer. This is a high-level strategic meeting that will look at the wider performance of the Supplier over the year to see if they are meeting all their expectancies and recommend improvement where necessary. These Board meetings will be held bi-annually.

The Supplier Review Board Meeting shall:

- a. govern the strategic relationship between DVSA and the Supplier

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- b. ensure that this Agreement is operated throughout the Term in a manner which optimises the value for money and operational benefit derived by the Buyer and the commercial benefit derived by the Supplier;
- c. receive and review reports from the Contract Management Board meeting and review DDaT reports on service and other developments that offer potential for improving the benefit that either Party is receiving, in particular value for money;
- d. determine business strategy and provide guidance on policy matters which may impact on the implementation of the Services or on any Optional Services; and
- e. authorise the commissioning and initiation of, and assess opportunities for, Optional Services; and
- f. consider and resolve Disputes (including Disputes as to the cause of a failure in the performance of the Services) escalated to the Strategic Review Meeting; and
- g) recognise and promote participation in cross-Governmental initiatives. The group will meet bi-annually at DVSA premises, unless otherwise agreed.

The Contract Management Board will:

- a. review progress against the Implementation plan and possible future developments;
- b. receive reports from the Service Review meeting, escalating any performance or other issues and risks that may have been raised and need addressing;
- c. report to the Supplier Review Meeting on significant issues requiring decision and resolution and on progress against the high-level Implementation Plan;
- d. consider and resolve Disputes (including Disputes as to the cause of a Delay or the performance of the Services) in the first instance and if necessary, escalate the Dispute to the Supplier Review Board Meeting; and
- e. develop operational/supplier relationship and propose the relationship development strategy and ensure the implementation of the strategy
- f. review the Performance Monitoring Reports and the Supplier's Balance Scorecard which provides MI on all the points above.
- f. Review risks and issues and add to them where necessary.

The meeting will be held monthly either via Teams or at DVSA offices, unless otherwise agreed.

The Service Review Meeting will:

- a. receive reports from the Business Owners on delivery ;
- b. monitor performance against KPIs and SLAs;
- c. manage and review delivery of the WAN, including key performance indicators, which will reflect the key outputs that the suppliers will be expected to deliver to demonstrate that they are meeting key minimum service requirements within the service specification;

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- d. this meeting has a strict escalation procedure. If a high priority item remains incomplete for 7 days, it is then escalated to the Contract Management Board and then maybe escalated to the SRO.

The meeting will be held either via Teams or at DVSA offices on a weekly basis, unless otherwise agreed.

Call-Off Schedule 18 (Background Checks)**2. WHEN YOU SHOULD USE THIS SCHEDULE**

This Schedule should be used where Supplier Staff must be vetted before working on a Contract.

3. DEFINITIONS

“Relevant Conviction” means any conviction listed in Annex 1 to this Schedule.

4. RELEVANT CONVICTIONS

1. The Supplier must ensure that no person who discloses that they have a Relevant Conviction, or a person who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Deliverables without Approval.
2. Notwithstanding Paragraph 3.1.1 for each member of Supplier Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier must (and shall procure that the relevant Sub-Contractor must):
 1. carry out a check with the records held by the Department for Education (DfE);
 2. conduct thorough questioning regarding any Relevant Convictions; and

ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS), and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Deliverables

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any person who has a Relevant Conviction or an inappropriate record.

5. RESTRICTED SITE ACCESS

The Supplier shall acknowledge that the certain Buyer sites may require background checks or security clearance. As at the Agreement Date the Buyer has highlighted the following sites that may require background checks or security clearance:

- 1. Newcastle – Tyneside House
- 2. Leeds - Quarry House
- 3. New Leeds Site
- 4. New Bristol Site
- 5. Newcastle – Unity Square

The Buyer shall update this list from time to time and inform the Supplier.

When Supplier staff are required to visit sites with restricted site access, the Buyer shall inform the Supplier at least 10 working days prior the visit the exact background checks or security clearance required for Supplier staff to visit the restricted sites. Moreover, the Buyer shall provide any other relevant information relating to special requirements required for site visits.

Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

1 Scope

1.1 Glossary:

ADSL	Asymmetrical Digital Subscriber Line
ANPR	Automatic Number Plate Recognition
ATF	Authorised Testing Facility
AWS	Amazon Web Services
CDR	Committed Data Rate
CE	Customer Edge (Equipment)
CoS	Class of Service

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CMDB	Configuration Management Database
CPE	Customer Premise Equipment
DfT	Department for Transport
DIA	Direct Internet Access
DNS	Domain Name System
DTC	Driving Test Centre
DVSA	Driver & Vehicle Standards Agency
FTTC	Fibre to the Cabinet
Gb	Gigabit
GB	Gigabyte
GCN	Government Conveyancing Network
GVTs	Goods Vehicle Testing Station
ICT	Information and Communications Technology
IP	Internet Protocol
IPv6	Internet Protocol version 6
IT	Information Technology
ITSM	Information Technology Service Management
LAN	Local Area Network
Mb	Megabit
MB	Megabyte
MEAT	Most Economically Advantageous Tender
MPLS	Multi Protocol Label Switching
MPTC	Multi Purpose Test Centre
NAS	National ANPR Service
NASPLE	National ANPR Standards for Policing and Law Enforcement
NCSC	National Cyber Security Centre
NTE	Network Termination Equipment
NTP	Network Time Protocol
OTC	Office of the Traffic Commissioner
PDF	Portable Document Format
PE	Provider Edge (Equipment)
PSN	Public Services Network
QoS	Quality of Service
SIM	Subscriber Identity Module
SLA	Service Level Agreement
SPF	Security Policy Framework
TUPE	Transfer of Undertakings of Protection of Employment
VoIP	Voice over Internet Protocol
WAN	Wide Area Network

2.1 The scope includes the following:

- o Migration from the existing suppliers
- o Connectivity

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- o Office to Office connectivity
- o Office to Data Centre connectivity
- o Direct Internet Access (DIA) connectivity
- o Network Services (IP addressing, routing, failover, application prioritisation etc)
- o Service Management and Support
- o Employee Internet Access via secure internet connection.
- o Security Monitoring, Performance, Reporting and Documentation

3.1 The following are out-of-scope:

- o Data Centre supplier Inter Data Centre Connectivity
- o Connectivity to the Internet from the current supplier (Equinix) Data Centres
- o LAN Equipment (Cabled and Wi-Fi) at Buyer sites
- o Public Services Network connectivity

4.1 For the purposes of this contract, it should be noted that:

- o Current circuits will neither be novated nor reused.
- o Current CPE will not be reused

5.1 Post contract award (as part of detailed planning), any assets owned by the Buyer that can be 'reused' will be discussed to assess the impact on the pricing, similarly – if there are existing contracts that can be novated, these will also be assessed if there are benefits for all parties in doing so – with regard to migration and cost advantages.**6.1 The Buyer will specify the amount of resilience required per location.****7.1 The Buyer desires to rent WAN equipment (i.e. routers, NTEs etc) rather than purchase it.****8.1 Terminology for specifying requirements in relation to resilience and security will be based on the standard definitions set out in the PSN Connectivity Framework.****9.1 Migration from the existing suppliers**

- 1.10.1 The Supplier should plan for migration of the existing WAN connections to the new provision to start from the date of commencement of the contract and to be completed by 30th September 2024 where possible.

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- 2.10.1 For information, due to their nature Operational Sites are not generally staffed for much of the working day, so the installation and migration at these sites will need to be planned around the availability of staff to allow access to the site. Detailed migration/installation planning will take place post contract award.

10.1 Connectivity

- 1.10.1 There must be “any-to-any” connectivity and this includes offices, data centres, GVTSS, DTCs and VCSs.
- 2.10.1 The Buyer has no preference as to where the WAN Core is located and seeks the recommendation of the Supplier to advise based upon the knowledge gained during this Tender.
- 3.10.1 The Buyer has no preference in the choice of hardware vendor or networking technologies to provide the WAN service and seeks the recommendation of the Supplier to advise based upon industry standards, PSN certification and best practice, with the end result being an Enterprise class WAN.
- 4.10.1 Any routers supplied should only provide cabled (Ethernet or Fibre Optic) LAN connectivity. Any Wi-Fi service provided by the equipment must be disabled unless otherwise agreed with the Buyer.
- 5.10.1 The Buyer requires the CPE provided at some sites to have a LAN port speed that matches the maximum CDR of the link to be provided (e.g. 1 Gbps max CDR needs a 1 Gbps LAN port). Details of these sites are included in Attachment 2 – Active Services.
- 6.10.1 The Buyer requires a list of the hardware vendors to be used in the proposed solution to be included in the Supplier’s response to this document and should be compliant with security requirements in accordance with National Protective Security Agency (NPSA - [National Protective Security Buyer | NPSA](#)).
- 7.10.1 Some sites will require a backup circuit of the same media and technical specification as the primary circuit, but at a lower Committed Data Rate (e.g. 1Gbps primary/100Mbps backup). Full details are in the site list at Attachment 2 – Active Services.
- 8.10.1 The Buyer has traditionally used “active-standby” resilience on sites with a need for it and this is the basis on which the sites at Attachment 2 – Active Services are to be priced for.

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9.10.1 The Buyer is interested in the option of an “active-active” service at some sites, and these are listed in Attachment 2 – Active Services as options. For clarity, the Buyer envisages this to be a service where, for example, 2 x 500 Mbps lines would provide a 1 Gbps service to the site in normal circumstances, dropping back to 500 Mbps in the event of one of the connections suffering an outage.

10.10.1 It should be noted that some Buyer locations are multi-functional locations and hence may have different names for the same location. Furthermore, these locations may also have more than one circuit connecting them to the WAN. If one location has two or more connections listed in Attachment 2 – Active Services, then the Supplier is asked to tender/price for all connections.

11.1 Office Connectivity

1.10.1 All offices must be able to connect to all other Buyer sites. Due to the uncertain nature of bandwidth utilisation over the lifetime of the contract, bandwidth requirements have been estimated. Therefore, the Potential Provider shall ensure that the Wide Area Network has the flexibility and scalability to handle both increases and decreases in network traffic and is capable of supporting technology convergence. For leased lines the bandwidth requirements have been specified as an initial bandwidth for installation and a maximum bandwidth (bearer size) over the life of the contract.

2.10.1 The Potential Provider will be responsible for providing the circuit, the Customer Premise Equipment (CPE) and its managed installation.

3.10.1 Attachment 2 – Active Services contains full details of each site’s requirements including:

Postal addresses

Bandwidth requirements

Connection Type (leased line, contended, 4G or DIA)

4.10.1 The Buyer’s estate is not static, and it is estimated that between 10% and 20% of offices (of any size, but primarily Operational Sites) will close, move or merge with other offices over the life of the WAN contract. The Potential Provider will be required to support this activity by ceasing existing connections and providing new connections as needed.

12.1 Routing Policy

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- 1.10.1 Admin and Operational Sites can advertise any routes into the WAN. Data centres should be controlled and filtered in respect of the routes they will advertise. Full details will be provided post contract award.

13.1 Cellular network (4/5G) connectivity

- 1.10.1 The solution should support the use of portable 4/5G cellular WAN routers. The Buyer currently has a number of these provided by the incumbent supplier which are used to provide WAN connectivity at short notice in the event of circuit failure or for short term locations where the period of use makes the installation of a physical circuit unviable.
- 2.10.1 For clarity “portable” in this context does not mean “battery powered”, just that the equipment is small and light enough to be easily carried to a site if needed.
- 3.10.1 The 4G routers provided should be supplied with a mix of SIM cards from both EE and Vodafone/O2 to allow for differences in cellular network coverage over the country. Each SIM should have a minimum of a 30 (Thirty) GB monthly data plan included.
- 4.10.1 Details of the 4/5G routers required are included in Attachment 2 – Active Services. It should be noted that all of the 4/5G routers are shown as being supplied to the Buyer’s site in Bristol. This is to provide a reference location for billing purposes, and the Buyer will deploy the routers to any site it deems appropriate as operational needs dictate.

14.1 PSN Compliance

- 1.10.1 The solution must support information classified as OFFICIAL and comply with PSN (Assured) standards.
- 2.10.1 The solution must:
- o Meet the requirements of the Security Policy Framework
 - o Adhere to the PSN Code of Connection
 - o Be compliant with ISO27001,
 - o Follow the principles of the NCSC 10 Steps to Cyber Security guidance
 - o Adhere to the NASPLE standard (see [National ANPR standards - GOV.UK](http://www.gov.uk) (www.gov.uk) for details)

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- 3.10.1 The solution must be an accreditable solution to HMG standards and must be supported by an Assurance Document that the DfT accreditor can review – This can be provided post contract award. The documentation should be supplied by the Supplier for review by the Buyer and include clear network diagrams.
- 4.10.1 As part of accreditation the solution must have a periodic IT Health Check (minimum annual or 6 monthly dependent on the service) undertaken by the Buyer using independent accredited testers as agreed with the Buyer. A commitment to remediate risks stemming from this testing is expected.
- 5.10.1 An IT Health Check must be completed before the Supplier's service can be used by the Buyer's staff for business use.
- 6.10.1 Compliance with ISO27001 must be demonstrated and the solution must be available to be audited by the Buyer against ISO27001, NCSC 10 Steps to Cyber Security and the SPF. Additionally the service provider may be asked to complete an annual self-assessment against the aforementioned standards.
- 7.10.1 There must be clear incident management procedures in place and agreed with the Buyer. Information risks relating to Buyer must be shared with the Buyer on an ongoing basis as part of the risk management process.
- 8.10.1 All patching, firmware, antivirus, anti-malware and protective monitoring must be up to date and exceptions reported.

15.1 Internet Access

- 1.10.1 There is a requirement to provide internet access for the Buyer. Internet access will need to be resilient and firewalled in accordance with the SPF. The Buyer also requires the option of a content filtering and proxy service for this connection.
- 2.10.1 The internet access will primarily be used for web browsing, software & firmware updates and access to internet hosted services (e.g. access control systems).
- 3.10.1 The Buyer's strategy is to use cloud services where available. Microsoft 365 is the Buyer's core business productivity suite. Business applications are hosted within AWS, and core services within Azure. These are accessed via the

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Buyer's presence in the Equinix datacentre (as illustrated in the diagram in section 2.1).

- 4.10.1 The bandwidth supplied for internet traffic needs to be flexible in the event that the Buyer requires an increase or decrease within the term of the contract. The initial requirements are shown in Attachment 2 – Active Services.

16.1 Network Services**1.10.1 DNS**

The Supplier may be required to provide connectivity to the Public Sector DNS Service presently hosted and managed by Nominet on behalf of NCSC.

2.10.1 IP Addresses

The Buyer will supply the Supplier with an IP addressing scheme for use across the proposed WAN prior to the commencement of the contract.

The WAN Supplier will provide external (global) IP addresses for the Buyer where appropriate if necessary. For reference, the incumbent supplier currently provides:

- o 5 addresses at the external boundary of the internet breakout
 - o A /29 subnet of addresses
 - o The ability to obtain more or different ranges at a later date
1. For information, the Buyer has no immediate plans to implement IPv6. This will be investigated during the life of the contract and the Supplier should bear this in mind when designing their solution, but the Buyer will remain under the direction of Government policy in this area.
 2. Private IP address management will be undertaken by the Buyer. This includes, but is not limited to, management of DHCP scope allocations, fixed address allocations and definition of site addresses ranges.

17.1 Managed Services

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- 1.10.1 The Supplier will be responsible for providing the managed installation of the circuits and network equipment at the Buyer sites.
- 2.10.1 Installation will need to be completed during office hours - Monday to Friday between 08:00 and 16:00 hours. Any proposed installations outside of these times will need to be agreed with the Buyer in advance.
- 3.10.1 The Supplier will be responsible for the migration of the current WAN services to the new WAN service (i.e. moving the LAN cable from the incumbent supplier's router to their router) and power cycling the Authority's LAN equipment (including switch and printer) at Operational Sites. The exact sites where this is required are indicated in Attachment 2 – Active Services.
- 4.10.1 Migration at Administrative Offices and Data Centres will need to be undertaken out of office hours and will be undertaken in association with the Buyer's nominated staff.
- 5.10.1 Installation and migration of the network at Operational sites will need to be scheduled around the Buyer's business. This will be planned in conjunction with the Buyer's Project Manager. For information, due to their nature Operational sites are not generally staffed for much of the working day, so the installation and migration at these sites will need to be planned around the availability of staff to allow access to the site.
- 6.10.1 The Supplier will be responsible for the ongoing management and maintenance of its network equipment, including applying patches, firmware upgrades and monitoring.

18.1 Application Prioritisation

- 1.10.1 The Supplier shall ensure the Wide Area Network employs application prioritisation to profile and prioritise voice, video, transactional and non-transactional traffic as agreed with the Buyer. The Supplier shall manage application prioritisation such as Quality of Service and/or Class of Service to meet the Buyer's business requirements.

19.1 NTP

- 1.10.1 The Supplier will be required to ensure connectivity to an internet time source of the Buyer's choosing (currently UK NTP pool service).

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20.1 Service Management

- 1.10.1 The Buyer's Service Desk uses ServiceNow to provide a central Incident, Request and Knowledge Management solution.
- 2.10.1 The WAN Services Supplier will play a critical role in enabling the Buyer to achieve its objective to improve the experience of users, and as such will be expected to work in a collaborative and open partnership with the Buyer.
- 3.10.1 The detailed requirements for the WAN Services Supplier are set out in this document and the Order Form; this section sets out the overarching requirements for the way in which the Supplier will work with the Buyer to manage and monitor the Services.

4.10.1 Service Management Processes

Where Supplier processes interface with the Buyer, the Supplier shall comply (unless otherwise agreed) with the Buyer's processes for:

- o Incident Management
- o Major Incident Management
- o Event Management
- o Change Management
- o Release and Deployment Management
- o Risk Management
- o Problem Management
- o Knowledge Management
- o Licence Management

5.10.1 ITSM Toolset

The Supplier shall be on-boarded to the Buyer's ServiceNow instance (unless otherwise agreed with the Buyer) and all service management processes shall be managed and recorded between the Supplier and the Buyer within the Buyer's ServiceNow instance

6.10.1 Service Performance Monitoring

The Supplier shall work with the Buyer to make the Supplier's event monitoring information available to the Buyer in real-time (or near real-time) to

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enable the Buyer to have a single view of all events across its IT supplier base

7.10.1 Service Levels

The Buyer will require the Supplier to provide the service in accordance with Service Maintenance Level 4 as defined in the Call Off Terms & Conditions, Schedule 14, Part B, Section 4

Call-Off Schedule 22 (Lease Terms)

The Supplier is providing a fully managed WAN service and will use its own equipment to provide this service. The Supplier is responsible for maintaining and replacing the equipment over the Term of the contract and will retain ownership during and on completion of the Contract Term. This Schedule 22 is not currently applicable for the delivery of the Inter site connectivity WAN, however subject to new requirements from the Buyer, this Schedule shall come into effect via agreement between both Buyer and Supplier to Annex A of Schedule 22 if the new requirements from the Buyer result in the Schedule being applicable. The Equipment will be governed by Annex B to this Schedule.

1. Introduction

1.1 The Buyer has decided to lease Equipment under the Framework Contract using Framework Schedule 7 (Call-Off Award Procedure) and has stated its requirement using Framework Schedule 6 (Order Form Template and Call-Off Schedules) including specified Joint Schedules and Call-Off Schedules, this Call-Off Schedule 22 (Lease Terms), the Core Terms and each Equipment Order Form.

2. Definitions

2.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Actual Delivery Date" the date on which a piece of Equipment is actually delivered to the Buyer;

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"Additional Charges"	the amounts so specified in the Call-Off Schedule 5 (Pricing Details) or an Equipment Order;
"Delivery Place"	the place for delivery specified in the Equipment Order;
"Deposit"	the deposit amount set out in the Equipment Order;
"Due Delivery Date"	the date specified as the due date for delivery of a piece of Equipment in the Equipment Order;
"Equipment"	those devices, machines, tools and/or vehicles set out in Framework Schedule 1 (Specification) and ordered by the Buyer as may be supplemented in the Call-Off Contract or in an Equipment Order;
"Equipment Order"	the agreement specifying the piece of Equipment or the pieces of Equipment that the Buyer will hire from the Supplier under the Call-Off Contract which will be in the form prescribed by the Buyer or in an equivalent form as agreed by the Parties from time to time;
"Equipment Specific Maintenance"	<p>(a) topping up between routine maintenance visits of consumables;</p> <p>(b) repairs outside of normal routine maintenance but excluding costs occasioned by wilful damage, neglect, accident damage or top ups of consumables between routine maintenance visits; and</p> <p>(c) replacements of any components which wear out due to fair wear and tear during the Lease Period, except where such replacement is occasioned by the lack of care or abuse of the piece of Equipment by the Buyer;</p>
"Excess"	has the same meaning given to it in Clause 8.9.1 of this Call Off Schedule 22;
"Lease Payments"	the Deposit, Rentals and Additional Charges (exclusive of any applicable VAT) payable to the Owner by the Buyer under the Call-Off Contract for the full and proper performance by the Supplier of its obligations under the Call-Off Contract which price must not be greater than the prices provided for in the Framework Contract from time to time;

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"Lease Period"	in relation to a piece of Equipment, the period commencing on the Actual Delivery Date for that piece of Equipment and ending on the Return Date for that piece of Equipment unless extended or terminated early in accordance with this Call-Off Contract;
"Lease Terms"	the terms and conditions of supply and lease set out in this Call-Off Schedule 22;
"Net Book Value"	the value of a piece of Equipment from time to time being its purchase price less an amount equal to the depreciation of the piece of Equipment, calculated on a straight-line basis, at the time a valuation is made;
"Owner"	the person who has title to the Equipment and who is listed as the Owner in the Equipment Order;
"Purchase Option"	the Buyer's option to purchase the Equipment as more fully described in paragraph 9 of this Call Off Schedule 22;
"Purchase Option Price"	the price of the Purchase Option set out in the Equipment Order;
"Rental"	the amount specified in the Equipment Order;
"Return Date"	the date so specified in the Equipment Order or as varied by the application of paragraph 5.5 of this Call Off Schedule 22;
"Termination Sum"	for any piece of Equipment, the aggregate of: <ul style="list-style-type: none"> a) any Rentals due but unpaid up to the date of termination; b) any other sum due or to become due to the Supplier hereunder by reason of any breach by the Buyer prior to the date of termination of any of its obligations under the Lease Terms; and c) the termination rental charges calculated in accordance with the Call-Off Contract or, if lower, 50% of the Rentals that would have been payable under the Lease Terms but for the termination; and
"Total Loss"	any event which, in the opinion of the insurers of the piece of Equipment, renders the piece of Equipment

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ncapable of economic repair if it is lost, stolen or destroyed.

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3. Exclusion of certain Core Terms

3.1 When the Parties have entered into a Call-Off Contract which incorporates the Lease Terms, the following Core Terms are modified in respect of the Call-Off Contract (but are not modified in respect of the Framework Contract):

3.1.1 Clause 3.1.2 does not apply to the Call-Off Contract;

3.1.2 Clause 3.2 does not apply to the Call-Off Contract;

3.1.3 Clause 8.7 does not apply to the Call-Off Contract;

3.1.4 Clause 10.2 does not apply to the Buyer extending the Lease Period of any Equipment;

3.1.5 Clause 10.3.2 does not apply to the Buyer terminating the hire of any Equipment; and

3.1.6 Clause 11.3 does not apply where the Buyer must pay a Termination Sum or any amount under paragraph 11.

4 Equipment Orders

4.1 Each Equipment Order is subject to and incorporates the Lease Terms so that no other terms and conditions which the Supplier tries to impose under any quotation, confirmation of order, delivery note, invoice or similar document are part of the Call-Off Contract.

4.2 The Parties agree that any other terms or conditions (whether or not inconsistent with the terms of this Call-Off Contract) contained or referred to in any correspondence or any documentation submitted by the Supplier which is not part of the Framework Contract or which are elsewhere implied by custom, practice or course of dealing do not apply.

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4.3 The Supplier must send a confirmation of the Equipment Order to the Buyer by electronic means (or in any other method as the Parties may agree from time to time) within [forty-eight (48)] hours of receipt of the Equipment Order and the confirmation will confirm the order details including:

4.4.1 a description of the piece of Equipment ordered;

4.4.2 details of any optional extras ordered and any conversion work to be carried out;

4.4.3 the anticipated delivery details; and

4.4.4 the name and address of the Supplier.

4.5 For the avoidance of doubt, each Equipment Order survives the expiration or termination of the Framework Contract.

5 Hiring Equipment

Lease

5.1 In consideration of the payment of the Lease Payments, the Supplier will hire the Equipment to the Buyer in a timely manner and in accordance with the Call-Off Contract and the requirements notified to the Supplier in the Equipment Order.

5.2 The Deposit is a deposit against default by the Buyer of payment of any Lease Payments or any loss of or damage caused to the Equipment. The Buyer must, on the Actual Delivery Date, pay the Deposit to the Supplier. If the Buyer fails [without due cause] to make any Lease Payments in accordance with the Equipment Order, or causes any loss or damage to the Equipment (in whole or in part), the Supplier can apply the Deposit against that default, loss or damage. The Buyer must pay to the Supplier any sums deducted from the Deposit within ten (10) Working Days of a demand for the same. The Supplier must refund the Deposit (or balance of the Deposit) within [five (5)] Working Days after the end of the Lease Period.

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- 5.3 The Supplier must advise the Buyer on the selection and specification of the Equipment and, where applicable, any conversion work to be carried out in respect of them so as to ensure that the Equipment will be of sufficient quality and suitable for the requirements of the Buyer.**
- 5.4 Before the Due Delivery Date of any piece of Equipment the Buyer can amend or cancel and remove that piece of Equipment from the Equipment Order by notifying the Supplier. If the Buyer does cancel all or part of an Equipment Order:**
- 5.4.1 for standard specification pieces of Equipment, the Buyer can cancel any Equipment Order or part of any Equipment Order which has not been delivered. The Buyer will pay the Supplier's reasonable and proven costs already incurred on the cancelled Equipment Order as long as the Supplier takes all reasonable steps to minimise these costs, including an attempt to redeploy the ordered Equipment to an alternative customer. [Where the Equipment is a vehicle, cancellation terms for converted vehicles or vehicles above 3.5 tonnes should be agreed by the Buyer and Supplier prior to award of the Call-Off Contract];**
- 5.4.2 in all other circumstances (including where the Equipment is not standard specification or less than thirty (30) days' notice is given), the Supplier will take all reasonable steps to allocate the piece of Equipment to an alternative buyer. If the Supplier is unable to re-allocate the piece of Equipment, the Buyer must pay the Supplier any cancellation charges reasonably, properly and proven to be incurred by the Supplier provided that the Supplier can prove to the reasonable satisfaction of the Buyer that the Supplier has taken all reasonable efforts to minimise such charges; and**

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- 5.4.3** where the amendment or cancellation of an Equipment Order is directly or indirectly due to the Supplier's failure to comply with its obligations under the Call-Off Contract, the Buyer has no liability to the Supplier in respect of the amendment or cancellation.
- 5.5** If the Buyer wants to keep any piece of Equipment after the expiry of the current Lease Period then the Buyer must give written notice to the Supplier [1 Month] prior to the end of the Lease Period and the Supplier must confirm its agreement (which the Supplier cannot unreasonably refuse). The Rentals payable in relation to any extensions of a Lease Period are (unless otherwise agreed between the Parties) calculated:
- 5.5.1** where the extension is for twenty-eight (28) days or less, proportionately based on the original Rental for the piece of Equipment and the Parties shall agree (such agreement not to be unreasonably withheld or delayed) the revised Agreement Mileage for that vehicle as soon as reasonably practicable; or
- 5.5.2** where the extension is for more than twenty-eight (28) days, using the same method that was used to calculate the original Rentals.

Delivery and Installation

- 5.6** The Supplier must give the Buyer confirmation of the anticipated Due Delivery Date for each piece of Equipment within five (5) Working Days of receipt of the Equipment Order.
- 5.7** The Supplier will deliver the Equipment to the Delivery Place or as otherwise reasonably directed by the Buyer.
- 5.8** If the Buyer has specified that the Supplier must install the Equipment at the Delivery Place, the Supplier must at the Buyer's expense install the Equipment at the Delivery Place. The Buyer must make sure that a duly authorised representative of the Buyer is present at the installation of the Equipment.

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- 5.9 The Supplier will, at the Supplier's cost, deliver the Equipment to the Buyer in a good working and clean condition on the Due Delivery Date.**
- 5.10 [If the Equipment is a vehicle, on delivery, the mileage of each piece of Equipment must not exceed one hundred (100) miles unless, due to the nature of the piece of Equipment, it is impractical to do so in which event the Supplier must minimise the delivery mileage and the Supplier must ensure that any delivery mileage is deducted for the purposes of calculating any Excess/under Mileage. On delivery, each piece of Equipment must contain not less than a quarter a tank of fuel.]**
- 5.11 The Supplier can only deliver Equipment before the Due Delivery Date if the Buyer agrees to early delivery before the Supplier attempts delivery.**
- 5.12 Any defects to a piece of Equipment notified to the Supplier by the Buyer must be rectified within fourteen (14) days at no cost to the Buyer.**
- 5.13 A piece of Equipment is only delivered once a duly authorised representative of the Buyer signs a delivery note (which quotes the Supplier's order number and full details of the piece of Equipment) to confirm delivery of the Equipment but that signature is not evidence that the Equipment complies with the requirements of the Equipment Order.**
- 5.14 If, for any reason, the Buyer is unable to take delivery of a piece of Equipment on or after the Due Delivery Date the Supplier must, at its own expense, store or arrange for the storage of the Equipment for a reasonable time and must safeguard the Equipment until actual delivery.**

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- 5.15 **The Supplier must make sure (at its own cost) that each piece of Equipment is delivered in a new and unused condition unless the Buyer requests otherwise. The Buyer can at its sole discretion reject a piece of Equipment which is not in the condition requested and/or in respect of which the delivery note does not include the required information.**
- 5.16 **If the Supplier does not deliver a piece of Equipment by the agreed time or specified date then the Buyer can withhold payment of the Lease Payments for that piece of Equipment until the time when the Supplier actually delivers it.**
- 5.17 **If the Supplier becomes aware that a piece of Equipment cannot be delivered by the agreed Due Delivery Date or if a piece of Equipment is not actually delivered by its Due Delivery Date, the Supplier shall inform the Buyer of the revised delivery date. Where the Buyer has indicated that the timing of delivery is critical, the Supplier must provide an alternative piece of Equipment of the same specification or one with equivalent specification by the Due Delivery Date until the time as the piece of Equipment is actually delivered. If the Supplier cannot supply an alternative piece of Equipment by the Due Delivery Date, the Supplier must meet and promptly refund to the Buyer all and any additional costs incurred by the Buyer for provision of a piece of Equipment of the same specification or one with equivalent specification.**
- 5.18 **To facilitate delivery and, if applicable, installation, the Buyer must provide all requisite materials, facilities, access and suitable working conditions to enable delivery and, if applicable, installation to be carried out safely and efficiently.**

6 Title, Possession And Risk

- 6.1 **The Equipment is the property of the Owner at all time and the Buyer will not have any right, title or interest in or to the Equipment apart from the right to possess and use the Equipment in accordance with the Call-Off Contract.**

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- 6.2 **The Buyer accepts a piece of Equipment by signing a delivery form and the Lease Period for that piece of Equipment starts unless the Buyer notifies the Supplier that the piece of Equipment is not in accordance with the agreed specification or otherwise not in conformity with the requirements of the Equipment Order by telephone and confirmed in writing, email or facsimile within seventy-two (72) hours of delivery.**
- 6.3 **Once the Buyer notifies the Supplier of non-acceptance, the Parties will agree a course of action to take.**
- 6.4 **Except where non-acceptance is due to default of the Buyer, in the event of non-acceptance the Supplier will, at its own expense make an equivalent alternative piece of Equipment available for use by the Buyer until the time that the Supplier actually delivers an acceptable piece of Equipment to the Buyer. If non-acceptance is due to the default of the Buyer, the Buyer can cancel the part of the Equipment Order relating to that piece of Equipment but must pay reasonable cancellation charges to the Supplier.**
- 6.5 **From the time of acceptance of a piece of Equipment, the Buyer bears the risk of loss or damage to the Equipment however caused and whether insured or not, provided that the Buyer does not bear the risk of loss or damage:**
- 6.5.1 **caused by the negligence of the Supplier, its Subcontractors or its agents; or**
- 6.5.2 **while the Supplier has possession of the Equipment, including for any maintenance.**
- 6.6 **The Supplier must give, and must make sure that the Owner gives, the Buyer quiet possession of the Equipment and the Supplier warrants that the Buyer can peaceably hold the Equipment throughout the Lease Period free of any interference from the Supplier, the Owner or any person acting through the Supplier.**

7 Supplier's Obligations

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Warranty

- 7.1 The Supplier warrants that the Equipment substantially conforms to its specification (as made available by the Supplier), be of satisfactory quality and fit for any purpose held out by the Supplier.**
- 7.2 The Supplier must use all reasonable endeavours to remedy, free of charge, any material defect in the Equipment which manifests itself within [twelve (12)] Months from the Actual Delivery Date, provided that:**
- 7.2.1 the Buyer notifies the Supplier of any defect in writing within [ten (10)] Working Days of the defect occurring [or of becoming aware of the defect];**
 - 7.2.2 the Buyer permits the Supplier to make a full examination of the alleged defect;**
 - 7.2.3 the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than the Supplier's authorised personnel;**
 - 7.2.4 the defect did not arise out of any information, design or any other assistance supplied or furnished by the Buyer or on its behalf; and**
 - 7.2.5 the defect is directly attributable to defective material, workmanship or design.**
- 7.3 To the extent that the Equipment comprises or contains equipment or components which were not manufactured or produced by the Supplier, the Buyer is only entitled to any warranty or other benefit that the Supplier has received from the manufacturer.**
- 7.4 The Supplier must transfer to the Buyer, so far as is possible, the benefits of any manufacturers' warranties relating to the fitness and performance of the Equipment.**

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- 7.5 If the Supplier does not remedy any material defect in the Equipment in accordance with Clause 7.2, the Supplier must, at the Buyer's request, accept the return of part or all of the Equipment and make an appropriate reduction to the Rentals payable during the remaining term of the agreement and, if relevant, return any Deposit (or any part of it).**

Maintenance

- 7.6 Where the Buyer selects the maintenance option in the Equipment Order, the Supplier is responsible for the costs of:**

7.6.1 normal routine maintenance in accordance with manufacturers' maintenance recommendations as amended from time to time; and

7.6.2 any Equipment Specific Maintenance, provided that the costs have been duly authorised by the Supplier and a service outlet approved by the Supplier carries out the maintenance.

- 7.7 If the Supplier replaces any components which wear out due to fair wear and tear, the replacement component must be new and of the same or equivalent specification.**

- 7.8 If the Parties agree that the Buyer will pay any additional maintenance or repair costs, the Supplier must advise the Buyer of the costs as soon as practicable which must then be subject to approval in writing by the Buyer and the Supplier must submit an invoice to the Buyer within twenty-one (21) days of the cost being incurred.**

Indemnity

- 7.9 The Supplier indemnifies the Buyer against all reasonable Losses incurred whilst the Equipment is unavailable for use by the Buyer due a Default or due to the negligence of the Supplier, its servants or agents.**

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Equipment Collection

- 7.10 At the Supplier's cost, the Supplier must collect the Equipment from the agreed collection point at the expiry or termination of the Lease Period within five (5) Working Days after the expiry or termination of the Lease Period.**
- 7.11 The Supplier must agree a note of the condition of the Equipment with the authorised representative of the Buyer at the time of collection and state the condition and mileage on an inspection form.**
- 7.12 If Supplier does not collect the Equipment at the agreed time and collection point, the Supplier indemnifies the Buyer against all Losses due to the failure to collect the Equipment as agreed.**

Relief Equipment

- 7.13 If, whilst in the United Kingdom, a piece of Equipment becomes not fit for any of the purposes for which Equipment of its type is commonly used and the Equipment Order states that the Buyer requires relief Equipment, the Supplier must make relief Equipment available for the Buyer's use within the conditions specified in the Call-Off Contract for a period up to twenty-eight (28) days for any one event.**
- 7.14 The Supplier must provide relief Equipment that is, where reasonably possible, a comparable model to the piece of Equipment which has become unfit for purpose.**
- 7.15 The Buyer must return the relief Equipment as directed by the Supplier within two (2) Working Days of being informed that the original Equipment is fit for all of the purposes for which Equipment of its type is commonly used.**
- 7.16 The Buyer must use and insure the relief Equipment on the terms specified within this Call-Off Contract.**

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- 7.17 Where a piece of Equipment is withdrawn from service under paragraph 8.9 above, if the Supplier does not provide relief Equipment to the Buyer within five (5) Working Days of withdrawal, the Rentals in respect of that piece of Equipment are suspended and do not resume until relief Equipment has been provided or the Equipment has been returned to the Buyer. The suspension of Rentals is calculated on a daily basis.**

8 Buyer's Obligations

Modifications

- 8.1 The Buyer must not alter, tamper with or modify any Equipment without the Supplier's written consent, which cannot be unreasonably withheld or delayed.**

Limits of Use

- 8.2 While a piece of Equipment is in its control, the Buyer must:**
- 8.2.1 keep and operate the Equipment in a suitable environment, use it only for the purposes for which it is intended, and operate it in a proper manner by trained competent staff in accordance with any operating instructions provided by the Supplier;**
 - 8.2.2 take such steps (including compliance with all safety and usage instructions provided by the Supplier) as may be necessary to make sure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;**
 - 8.2.3 not overload the Equipment or use it for sub-hire or reward activities, any use for which it was not intended or any form of sporting competition;**

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- 8.2.4 make sure that only persons qualified to do so operate the Equipment and that each operator holds any necessary permits, including a valid operator's licence or a valid driving licence where appropriate;**
- 8.2.5 not without the prior written consent of the Supplier, attach the Equipment to any land or building so as to cause the Equipment to become a permanent or immovable fixture on the land or building. If the Equipment does become affixed to any land or building then the Equipment must be capable of being removed without material injury to the land or building and the Buyer must repair and make good any damage caused by the affixation or removal of the Equipment from any land or building;**
- 8.2.6 not do or allow to be done anything which will or might jeopardise the right, title and/or interest of the Owner or the Supplier in the Equipment and, where the Equipment has become affixed to any land or building, the Buyer must take all necessary steps to ensure that the Supplier can enter the land or building and recover the Equipment both during the Lease Period and for a reasonable period after the Lease Period, including by procuring from any person having an interest in the land or building, a waiver in writing and in favour of the Supplier of any rights the person may have or acquire in the Equipment and a right for the Supplier to enter onto the land or building to remove the Equipment;**
- 8.2.7 not allow the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is confiscated, seized or taken, the Buyer must notify the Supplier and the Buyer must at its sole expense use its best endeavours to procure an immediate release of the Equipment;**
- 8.2.8 not do or allow anything to be done which could invalidate the insurances referred to in paragraph 8.9; and**

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8.2.9 not use the Equipment for any unlawful purpose.

- 8.3 The Buyer must make sure that at all times the Equipment is identifiable as being the Owner's property and wherever possible must make sure that a visible sign is attached to the Equipment labelling it as the Owner's property.**
- 8.4 The Buyer must not sell or offer to sell the Equipment and can only part with possession or control of the Equipment to an authorised user in the employment of the Buyer.**
- 8.5 The Buyer must not allow to exist any lien nor assign mortgage pledge or otherwise deal with the Equipment in a manner inconsistent with either the Supplier's interest or the Owner's interest in the Equipment.**
- 8.6 The Buyer must keep the Supplier fully informed of all material matters relating to the Equipment.**
- 8.7 The Buyer must at all times keep the Equipment in the possession or control of the Buyer and keep the Supplier informed of its location.**
- 8.8 The Buyer must allow the Supplier or its duly authorised representative to inspect the Equipment at all reasonable times and, to enable the Supplier to do so, the Buyer must allow the Supplier entry to the Delivery Place or any premises at which the Equipment may be located, and must grant reasonable access and facilities for such inspection.**

Insurance

- 8.9 The Buyer must (unless self-insuring):**

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- 8.9.1** insure the Equipment from the Actual Delivery Date and keep the Equipment insured during the Lease Period and until the agreed date of collection by the Supplier, or its nominated agent to the full replacement value of the Equipment under a fully comprehensive policy of insurance in the name of the Buyer bearing endorsements recording the interest of the Supplier and any other persons the Supplier nominates as loss payee. The insurance policy referred to above may be subject to such uninsured amount ("Excess") as may be applicable from time to time and the Buyer indemnifies the Supplier against any Losses with the Excess;
- 8.9.2** punctually pay all premiums due under the insurance policy and otherwise comply with all the terms and conditions thereof and produce to the Supplier on demand the policy, evidence of the adequacy of the insurance and evidence that all premiums have been duly paid. If the Buyer does not pay any premium the Supplier can do so and the Buyer must reimburse the Supplier;
- 8.9.3** apply all money received in respect of such insurances in the repairing of damage to or in restoring or replacing the Equipment; and
- 8.9.4** on termination of the lease of a piece of Equipment for Total Loss, pay the Termination Sum together with all other sums due on termination. If the Buyer pays the Supplier all amounts due on termination for Total Loss the Supplier must pay to the Buyer a refund of Rentals of an amount equal to any insurance proceeds the Supplier receives.

Maintenance

- 8.10** The Buyer must ensure that at all times the Equipment is maintained and operated in accordance with the manufacturer's recommendations and warranty stipulations and that the Equipment is kept clean and in a good state of repair.

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- 8.11 The Buyer must maintain operating and maintenance records of the Equipment and make copies of those records readily available to the Supplier, together with any additional information relating to the Equipment as the Supplier may reasonably require.**
- 8.12 If any piece of Equipment is involved in an accident which is not a Total Loss the Buyer must have repairs carried out promptly at the Buyer's own expense by either a retailer holding the franchise for the Equipment or an accredited insurance repair specialist approved by the Supplier. The Buyer is responsible for ensuring that those repairs are properly carried out.**

Fines and Penalties

- 8.13 The Buyer is liable for all fines, fees or penalties incurred by any operator of a piece of Equipment provided under the Call-Off Contract. The Supplier must in all cases send to the Buyer any notice or other communication the Supplier receives in respect of fines, fees or penalties.**

Taking Overseas

- 8.14 The Buyer must not take or allow any Equipment to be taken out of the United Kingdom without the previous written consent of the Supplier, which cannot be unreasonably withheld or delayed.**
- 8.15 If the Supplier grants consent the Buyer must pay a repatriation insurance premium to an association approved by the Supplier to make sure that the Equipment can, if necessary, be returned to the United Kingdom without cost to the Supplier.**
- 8.16 The Buyer must make sure that any Equipment is not taken outside of the United Kingdom for a period of more than twenty-eight (28) days without the previous written consent of the Supplier which cannot be unreasonably withheld or delayed.**

Actions upon Termination of Lease or Expiry of Lease Period

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8.17 On expiry of the Lease Period or in the event of early termination of the lease in respect of any Equipment the Buyer must:

8.17.1 make the Equipment available for collection by the Supplier on the date assigned for collection. The Supplier will be bound by all obligations under this Call-Off Contract until the time when the Supplier actually collects the Equipment which the Supplier shall do promptly;

8.17.2 complete an inspection form with the Supplier on the Return Date and ensure that the Equipment is returned and that the Equipment is in a condition consistent with its age and mileage making due allowance for fair wear and tear;

8.17.3 remove all personal effects and any other items belonging to the Buyer;

8.17.4 if the Supplier notifies the Buyer that the Equipment is not in the condition required under paragraph 8.17.2, pay to the Supplier the amount that the Buyer and the Supplier agree as the cost of rectification. In the event of any dispute regarding the condition of the Equipment, an independent assessment must be carried out by a properly qualified and experienced consultant appointed by the Supplier and the Buyer. Any consultant must act as an expert and not as an arbitrator and their decision is final;

8.17.5 in the event of a dispute the Equipment or other form of evidence acceptable to the Buyer must be held by the Supplier until an independent assessment has been made in accordance with Clause 8.17.4 above. The costs of the independent consultant must be borne equally between the Buyer and the Supplier provided that both Parties act reasonably at all times during the dispute; and

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8.17.6 in the event of damage to any Equipment the Supplier must forward an invoice to the Buyer within twenty-one (21) days following the Return Date. In the case of dispute the Buyer will notify the Supplier of what is in dispute within twenty-one (21) days of receipt of invoice or pay the invoice in accordance with the payment terms. Any such dispute must be resolved in accordance with Clause 34 of the Core Terms.

9 Purchase Option

- 9.1 Subject to paragraph 9.2, the Supplier must make sure that the Buyer has the option, exercisable by not less than [twenty (20)] Working Days' written notice to the Supplier, to purchase the Equipment from the Owner on the last Working Day of the Lease Period at the Purchase Option Price.**
- 9.2 The Buyer can only exercise the Purchase Option if the Buyer has paid in full all amounts due to the Supplier under the Call-Off Contract up to the date of exercise of the Purchase Option.**
- 9.3 On completion of the purchase of the Equipment under this paragraph 9, the title to the Equipment as the Owner had on the Actual Delivery Date will transfer to the Buyer. The Equipment will transfer to the Buyer in the condition and at the location in which it is found on the date of transfer.**

10 Termination Of A Lease

- 10.1 Without affecting any other right or remedy available to them, the Supplier can terminate the hire of any piece of Equipment with immediate effect by giving written notice to the Buyer if:**
 - 10.1.1 the Buyer fails to pay any amount due under this Call-Off Contract on the due date for payment and remains in Default not less than 40 Working Days after being notified in writing to make such payment;**

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10.1.2 there is a material default of any other term of these Lease Terms by the Buyer which is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 Working Days after being notified in writing to do so; or

10.1.3 there is a consistent repeated failure by the Buyer to comply with any of the terms of the Call-Off Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with them having the intention or ability to give effect to the terms of the Call-Off Contract.

10.2 The hire of a piece of Equipment terminates automatically if a Total Loss occurs in relation to the Equipment.

10.3 At any time, the Buyer can terminate the hire of any piece of Equipment by giving 10 days' written notice to the Supplier.

11 Consequences Of Expiry Or Termination

11.1 Where the lease of any piece of Equipment is terminated for any reason, the Supplier's consent to the Buyer's possession of the Equipment will terminate and the Supplier can, by its authorised representatives, without notice and at the Buyer's expense, retake possession of the Equipment and for this purpose may enter the Delivery Place or any premises at which the Equipment is located.

11.2 Where paragraph 10 applies, the standard early termination charges apply and the Supplier must invoice the Buyer as appropriate within twenty one (21) days following the termination.

The following table indicates the number of Month's rental that the Supplier can invoice to the Buyer as a result of the lease of a piece of Equipment being terminated early based on the length of the Equipment lease and at which point during the Lease Period the lease of the Equipment is early terminated.

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YEAR OF TERMINATION	SCHEDULED LEASE PERIOD			
	2 YEA RS	3 YEA RS	4 YEA RS	5YEARS

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YEAR 1	2 mon ths	5 mon ths	6 mon ths	7 months
YEAR 2	1 mon th	3 mon ths	4 mon ths	5 months
YEAR 3		1 mon th	2 mon ths	3 months
YEAR 4			1 mon th	2 months
YEAR 5				1 month

11.3 Where paragraph 10 applies or where the lease of a piece of Equipment is terminated for any other reason (including Total Loss but excluding termination pursuant to Clause 10 of the Core Terms) the Buyer must, within thirty (30) days of the termination pay the Supplier the Termination Sum by way of agreed liquidated damages.

11.4 The Supplier agrees that any payments made pursuant to paragraphs 11.2 or 11.3 above is the Suppliers sole and exclusive remedy in respect of the termination which resulted in the payment of money as provided for in those paragraphs.

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- 11.5 Where the Buyer terminates the Call-Off Contract under Clause 10 of the Core Terms and then makes other arrangements for the supply of the Equipment, the Buyer can recover the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Buyer from the Supplier. The Buyer must take reasonable steps to mitigate any additional expenditure. Where the Call-Off Contract is terminated under Clause 10 of the Core Terms, the Buyer will not make any further payments to the Supplier until the Buyer has established the final cost of making those other arrangements.**

12 The Owner

- 12.1 If the Owner and the Supplier are not the same person, the Owner can enforce:**

12.1.1 paragraph 6.1; and

12.1.2 each of the following paragraphs of the Lease Terms as if it was the Supplier:

12.1.2.1 paragraph 7.15;

12.1.2.2 paragraph 7.16;

12.1.2.3 paragraph 8;

12.1.2.4 paragraph 10.1.2; and

12.1.2.5 paragraph 11.1.

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Annex A

Call-Off Schedule [22] (Lease Terms) – Equipment Order Form Template

[Buyer guidance: This Equipment Order Form, when completed and executed by both Parties, forms an Equipment Order. An Equipment Order can be completed and executed using an equivalent document or available electronic purchase order system. If an electronic purchasing system is used instead of signing as a hard-copy, the text below must be copied into the electronic order form]

ORDER REFERENCE: **[Insert** Buyer’s Equipment Order number]

DATE OF ORDER: **[Insert** Date the order is placed]

THE BUYER: **[Insert** Buyer’s name]

BUYER CONTACT **[Insert** business address and contact number]

INVOICE CONTACT **[Insert** business address for equipment invoicing]

THE SUPPLIER: **[Insert** name of Supplier]

SUPPLIER ADDRESS: **[Insert** registered address]

SUPPLIER ACCOUNT

MANAGER: **Insert** registered address]

THE DELIVERABLES

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[Buyer guidance: Insert the details for the Equipment and/or services which are the subject of the Call-Off Contract. For example:

[CCS guidance: It may be helpful to Buyers if a list of Equipment from the Specification is included here for Buyers to choose from. Also please include a list of available support or maintenance services that Buyers can choose from]

Equipment: **[Insert** Description of Equipment]

Quantity: **[Insert** Number of items]

Owner: **[Insert** Name of the owner of the Equipment]

Services: **[Insert** Description of any additional services]

Delivery Place: **[Insert** all addresses where the Equipment is to be delivered and/or the services are to be performed]

Time and Date of Delivery **[Insert** the Due Delivery Date]

LEASE PERIOD

The Lease Period shall be the period of **[Insert[]** months / quarters / years from the Actual Delivery Date until the Return Date which is **[Insert[]** months / quarters / years after the

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Actual Delivery Date.

[Buyer guidance: Extension periods are agreed in accordance with paragraph 6.5 of the Lease Terms]

PRICE AND PAYMENT

Deposit payable by the Buyer **[Insert** Deposit payable (including any applicable discount but excluding VAT)]

Rentals payable by the Buyer **[Insert** Rentals payable (including any applicable discount but excluding VAT)]

[Buyer guidance where the Buyer requests and the Supplier provides the requested services then the Buyer shall pay the corresponding charges]

Additional Charges for services **[Insert** additional charges payable by the Buyer (including any applicable discount but excluding VAT):

Purchase Option Price **[Insert** the Purchase Option Price (excluding VAT)]

Payment Method **[Insert** payment method(s) and necessary details]

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Invoicing and Payment

The Supplier shall issue invoices [**Delete** monthly]/[quarterly] and the Buyer shall pay the Supplier within thirty (30) days of receipt of a valid invoice, submitted in accordance with this Equipment Order Form and the provisions of the Call-Off Contract.

Termination Rental Charges

The termination rental charge shall be calculated as follows:

SPECIAL TERMS

[Buyer guidance specify whether any clauses apply to this Equipment Order in addition to the Lease Terms that are needed.]

Special Term 1

Special Term 2

BY SIGNING AND RETURNING THIS ORDER THE SUPPLIER AGREES that they have read the Lease Terms and by signing below agree to be bound by the terms.

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For and on behalf of the Buyer:

Name and Title	
Signature	
Date	

For and on behalf of the Supplier:

Name and Title	
Signature	
Date	

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ANNEX B – CALL-OFF SCHEDULE 22 (LEASE TERMS)

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ANNEX B - BUYER'S USE OF SUPPLIER'S WAN EQUIPMENT UNDER THE VODAFONE MANAGED SERVICE

1. Introduction

1.1 The Buyer has decided to use the Suppliers WAN Equipment which forms part of the Vodafone Managed Service under the Framework Contract using Framework Schedule 7 (Call-Off Award Procedure) and has stated its requirement using Framework Schedule 6 (Order Form Template) including specified Joint Schedules and this annex.

2. EQUIPMENT ORDERS

2.1 The Parties agree that any other terms or conditions (whether or not inconsistent with the terms of this Call-Off Contract) contained or referred to in any correspondence or any documentation submitted by the Supplier which is not part of the Framework Contract or which are elsewhere implied by custom, practice or course of dealing do not apply.

2.2 The Supplier must send a confirmation of the Equipment Order to the Buyer by electronic means (or in any other method as the Parties may agree from time to time) of receipt of the Equipment Order and the confirmation will confirm the order details including:

- **a description of the piece of Equipment ordered;**
- **details of any optional extras ordered and any conversion work to be carried out;**
- **the anticipated delivery details; and**
- **the name and address of the Supplier.**

2.3 For the avoidance of doubt, each Equipment Order survives the expiration or termination of the Framework Contract.

3. Delivery and Installation of WAN Equipment Under the Vodafone Managed Service

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3.1 The Supplier must give the Buyer confirmation of the anticipated Due Delivery Date for each piece of Equipment within reasonable period of receipt of the Equipment Order.

3.2 The Supplier will deliver the Equipment to the Delivery Place or as otherwise reasonably directed by the Buyer and in line with the agreed Implementation plan.

3.3 The Supplier can only deliver Equipment before the Due Delivery Date if the Buyer agrees to early delivery before the Supplier attempts delivery.

3.4 Any defects to a piece of Equipment notified to the Supplier by the Buyer must be rectified within fourteen (14) days at no cost to the Buyer.

3.5 If, for any reason, the Buyer is unable to take delivery of a piece of Equipment on or after the Due Delivery Date the Supplier must, at its own expense, store or arrange for the storage of the Equipment for a reasonable time and must safeguard the Equipment until actual delivery.

3.6 The Supplier must make sure (at its own cost) that each piece of Equipment is delivered in a new and unused condition unless the Buyer requests otherwise. The Buyer can at its sole discretion reject a piece of Equipment which is not in the condition requested and/or in respect of which the delivery note does not include the required information.

3.7 If the Supplier becomes aware that a piece of Equipment cannot be delivered by the agreed Due Delivery Date or if a piece of Equipment is not actually delivered by its Due Delivery Date, the Supplier shall inform the Buyer of the revised delivery date. Where the Buyer has indicated that the timing of delivery is critical, the Supplier must use reasonable endeavours to provide an alternative piece of Equipment of the same specification or one with equivalent specification by the Due Delivery Date until the time as the piece of Equipment is actually delivered.

4 TITLE, POSSESSION AND RISK

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4.1 The Equipment is the property of the Owner at all time and the Buyer will not have any right, title or interest in or to the Equipment apart from the right to possess and use the Equipment in accordance with the Call-Off Contract.

4.2 The Buyer accepts a piece of Equipment by signing a delivery form for that piece of Equipment starts unless the Buyer notifies the Supplier that the piece of Equipment is not in accordance with the agreed specification or otherwise not in conformity with the requirements of the Equipment Order by telephone and confirmed in writing, email or facsimile within seventy-two (72) hours of delivery.

4.3 Once the Buyer notifies the Supplier of non-acceptance, the Parties will agree a course of action to take.

4.4 Except where non-acceptance is due to default of the Buyer, in the event of non-acceptance the Supplier will, at its own expense make an equivalent alternative piece of Equipment available for use by the Buyer until the time that the Supplier actually delivers an acceptable piece of Equipment to the Buyer. If non-acceptance is due to the default of the Buyer, the Buyer can cancel the part of the Equipment Order relating to that piece of Equipment but must pay reasonable cancellation charges to the Supplier.

4.5 From the time of acceptance of a piece of Equipment, the Buyer bears the risk of loss or damage to the Equipment however caused and whether insured or not, provided that the Buyer does not bear the risk of loss or damage:

- **caused by the negligence of the Supplier, its Subcontractors or its agents; or**
- **while the Supplier has possession of the Equipment, including for any maintenance.**

5 SUPPLIER'S OBLIGATIONS**Warranty**

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5.1 The Supplier provides Equipment on the basis that the Equipment substantially conforms to its specification (as made available by the Supplier), be of satisfactory quality and fit for any purpose held out by the Supplier.

5.2 The Supplier must use all reasonable endeavours to remedy, free of charge, any material defect in the Equipment which manifests itself within [twelve (12)] Months from the Actual Delivery Date, provided that:

- i. the Buyer notifies the Supplier of any defect in writing within ten (10) Working Days of the defect occurring or of becoming aware of the defect;**
- ii. the Buyer permits the Supplier to make a full examination of the alleged defect;**
- iii. the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than the Supplier's authorised personnel;**
- iv. the defect did not arise out of any information, design or any other assistance supplied or furnished by the Buyer or on its behalf; and**
- v. the defect is directly attributable to defective material, workmanship or design.**

5.3 To the extent that the Equipment comprises or contains equipment or components which were not manufactured or produced by the Supplier, the Buyer is only entitled to any warranty or other benefit that the Supplier has received from the manufacturer.

5.4 The Supplier must transfer to the Buyer, so far as is possible, the benefits of any manufacturers' warranties relating to the fitness and performance of the Equipment. The equipment supplied will remain with manufacturer's support to allow for any security updates.

6. NOT USED

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7. Equipment Collection

7.1 The Buyer and the Supplier shall communicate with one another to return, or make available for collection, any Equipment, at the Supplier's cost, at the expiry or termination of the Call-Off agreement, inclusive of any extension options, within a reasonable period after the expiry or termination of Call off.

8. Relief Equipment

8.1 If, whilst in the United Kingdom, a piece of Equipment becomes not fit for any of the purposes for which Equipment of its type is commonly used and the Equipment Order states that the Buyer requires relief Equipment, the Supplier must make relief Equipment available for the Buyer's use within the conditions specified in the Call-Off Contract for a period up to twenty-eight (28) days for any one event.

8.2 The Supplier must provide relief Equipment that is, where reasonably possible, a comparable model to the piece of Equipment which has become unfit for purpose.

8.3 The Buyer must return the relief Equipment as directed by the Supplier within two (2) Working Days of being informed that the original Equipment is fit for all of the purposes for which Equipment of its type is commonly used.

8 BUYER'S OBLIGATIONS

Modifications

- 9 The Buyer must not alter, tamper with or modify any Equipment without the Supplier's written consent, which cannot be unreasonably withheld or delayed.**

10. Limits of Use

- 10 While a piece of Equipment is in its control, the Buyer must:**

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- 10.1 keep and operate the Equipment in a suitable environment, use it only for the purposes for which it is intended, and operate it in a proper manner by trained competent staff in accordance with any operating instructions provided by the Supplier;**
- 10.2 take such steps (including compliance with all safety and usage instructions provided by the Supplier) as may be necessary to make sure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;**
- 10.3 not do or allow to be done anything which will or might jeopardise the right, title and/or interest of the Owner or the Supplier in the Equipment and, where the Equipment has become affixed to any land or building, the Buyer must take all necessary steps to ensure that the Supplier can enter the land or building and recover the Equipment both during the Lease Period and for a reasonable period after the Lease Period, including by procuring from any person having an interest in the land or building, a waiver in writing and in favour of the Supplier of any rights the person may have or acquire in the Equipment and a right for the Supplier to enter onto the land or building to remove the Equipment;**
- 10.4 not allow the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is confiscated, seized or taken, the Buyer must notify the Supplier and the Buyer must at its sole expense use its best endeavours to procure an immediate release of the Equipment;**
- 10.5 The Buyer must make sure that at all times the Equipment is identifiable as being the Owner's property and wherever possible must make sure that a visible sign is attached to the Equipment labelling it as the Owner's property.**
- 10.6 The Buyer must not sell or offer to sell the Equipment and can only part with possession or control of the Equipment to an authorised user in the employment of the Buyer.**

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10.7 The Buyer must not allow to exist any lien nor assign mortgage pledge or otherwise deal with the Equipment in a manner inconsistent with either the Supplier's interest or the Owner's interest in the Equipment.

10.8 The Buyer must keep the Supplier fully informed of all material matters relating to the Equipment.

10.9 The Buyer must at all times keep the Equipment in the possession or control of the Buyer and keep the Supplier informed of its location.

10.10 The Buyer must allow the Supplier or its duly authorised representative to inspect the Equipment at all reasonable times and, to enable the Supplier to do so, the Buyer must allow the Supplier entry to the Delivery Place or any premises at which the Equipment may be located, and must grant reasonable access and facilities for such inspection.

11. Actions upon Termination or expiry of the Call-off Agreement

11.1 On expiry of the Call-off agreement or in the event of early termination of the Call off in respect of any Equipment the Buyer must:

11.2 make the Equipment available for collection by the Supplier on the date assigned for collection. The Supplier will be bound by all obligations under this Call-Off Contract until the time when the Supplier actually collects the Equipment which the Supplier shall do promptly;

11.3 in the event of damage to any Equipment the Supplier must forward an invoice to the Buyer within twenty-one (21) days following the Return Date. In the case of dispute the Buyer will notify the Supplier of what is in dispute within twenty-one (21) days of receipt of invoice or pay the invoice in accordance with the payment terms. Any such dispute must be resolved in accordance with Clause 34 of the Core Terms.

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CCS Core Terms



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Joint Schedule 5 (Corporate Social Responsibility)

Part A

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Call-Off Schedule 4 (Call-Off Tender)

Call-Off Ref:

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1. Definitions

“Corporate Social Responsibility Reports”	written reports which the Supplier must complete and provide to the Buyer in accordance with Part B of this Schedule;
“Carbon Reduction Plan”	a plan which contains the details of emissions across a single year against a range of emissions sources and greenhouse gases, as per PPN 06/21;
“Modern Slavery Helpline”	means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at https://www.modernslaveryhelpline.org/report or by telephone on 08000 121 700;
“Prohibited Items”	means those items set out in Table A which the Supplier must not use in its performance of the Contract; and
“Waste Hierarchy”	<p>means prioritisation of waste management in the following order of preference:</p> <ul style="list-style-type: none"> prevention – by using less material in design and manufacture. Keeping products for longer; preparing for re-use – by checking, cleaning, repairing, refurbishing, whole items or spare parts; recycling – by turning waste into a new substance or produce, including composting if it meets quality protocols; other recovery – through anaerobic digestion, incineration with energy recovery, gasification and pyrolysis which produce energy (fuels, heat and power) and materials from waste; some backfilling; and disposal - Landfill and incineration without energy recovery.

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1. What we expect from our Suppliers

- 1.1 In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.
(https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf)
- 1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

2. Equality and Accessibility

- 2.1 In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
 - 2.1.1 eliminate discrimination, harassment or victimisation of any kind; and
 - 2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

3. Modern Slavery, Child Labour and Inhumane Treatment

- 3.1 The Supplier:
 - 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
 - 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
 - 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.

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- 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.
- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.
- 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- 3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

4. Income Security**4.1 The Supplier shall:**

- 4.1.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- 4.1.3 not make deductions from wages:
 - (a) as a disciplinary measure

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- (b) except where permitted by law; or
- (c) without expressed permission of the worker concerned;
- 4.1.4 record all disciplinary measures taken against Supplier Staff; and
- 4.1.5 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours**5.1 The Supplier shall:**

- 5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
- 5.1.2 that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
- 5.1.3 ensure that use of overtime used responsibly, taking into account:
 - (a) the extent;
 - (b) frequency; and
 - (c) hours worked;

by individuals and by the Supplier Staff as a whole;

5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.

5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:

- 5.3.1 this is allowed by national law;
- 5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce
- 5.3.3 appropriate safeguards are taken to protect the workers' health and safety; and
- 5.3.4 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

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6. Environmental Requirements

- 6.1. The Supplier shall comply in all material respects with all applicable environmental laws, permits and regulations in force in relation to the Contract.
- 6.2. The Supplier warrants that it has complied with the principles of ISO 14001 standards throughout the Term.
- 6.3. The Supplier shall meet the Government Buying Standards applicable to the Deliverables which can be found online at:
<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>.

Part B – Sustainability and Reporting

1. Sustainability Requirements

- 1.1 The Supplier shall complete the Corporate Social Responsibility Report at Paragraph 3 of this Part B in relation to its provision of the Deliverables under this Contract and provide the Corporate Social Responsibility Report to the Buyer on the date and frequency outlined in Table A of this Part B.
- 1.2 The Supplier shall use reasonable endeavours to avoid the use of paper and card in carrying out its obligations under this Contract. Where unavoidable under reasonable endeavours, the Supplier shall ensure that any paper or card deployed in the performance of the Services consists of one hundred percent (100%) recycled content and used on both sides where feasible to do so.
- 1.3 The Supplier shall complete and provide CCS with a Carbon Reduction Plan.
- 1.4 The Supplier shall progress towards carbon net zero during the lifetime of the framework.

2. Social Value Requirements

- 2.1 The Supplier shall complete the Corporate Social Responsibility Report at Paragraph 3 of this Part B in relation to its performance on meeting any Social Value obligations agreed to for the provision of the Deliverables under this

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Contract and provide the Corporate Social Responsibility Report to the Buyer on the date and frequency outlined in Table A of this Part B.

- 2.2 The Supplier shall use its best endeavours, as an organisation, to deliver environmental sustainability and protection in the provision of the Deliverables by establishing and delivering against credible targets for delivering energy efficiency throughout the lifetime of the framework.
- 2.3 The Supplier shall use its best endeavours, as an organisation, to address inequality in employment, skills and pay by supporting disadvantaged, underrepresented and minority groups into employment throughout the lifetime of the framework.
- 2.4 The Supplier shall use its best endeavours, as an organisation, to promote new opportunities and engage with new and small organisations (e.g. SMEs and VCSEs), to help them grow, supporting their development throughout the lifetime of the framework.

3. Reporting Requirements

- 3.1 The Supplier shall complete the Corporate Social Responsibility Report in relation to its provision of the Deliverables under this Contract and provide the Corporate Social Responsibility Report to the Buyer on the date and frequency outlined in Table A of this Part B.
- 3.2 The Supplier shall provide the baseline data contained within table B(1) – Baseline data to facilitate subsequent measurement throughout the lifetime of the framework. The information required to populate table B(1) and annually thereafter will be provided to CCS within 10 calendar days of the submission of a request by CCS.
- 3.3 The Supplier shall complete the Framework Performance Indicator Submission Form at the frequency outlined in Table B of this Part B and return to CCS. The Supplier shall include in the Framework Performance Indicator Submission Form the content specified within Table B.
- 3.4 The Supplier shall attend Supplier Relationship Meetings with CCS at such times and frequencies as CCS determines from time to time to discuss the information contained in the Framework Performance Indicator Submission Forms. The information will be used to measure progress of social value activity.
- 3.5 In the event CCS develops an alternative social value measurement tool during the lifetime of the framework, the Performance Indicator measures described at Table B will be superseded by that tool.

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Table A

Report Name	Content of Report	Frequency of Report
[Sustainability]	<ul style="list-style-type: none"> a. the key sustainability impacts identified; b. sustainability improvements made; c. actions underway or planned to reduce sustainability impacts; d. contributions made to the Buyer's sustainability policies and objectives; e. sustainability policies, standards, targets and practices that have been adopted to reduce the environmental impact of the Supplier's operations and evidence of these being actively pursued, indicating arrangements for engagement and achievements. This can also include where positive sustainability impacts have been delivered; and f. risks to the Service and Subcontractors of climate change and severe weather events such as flooding and extreme temperatures including mitigation, adaptation and continuity plans employed by the Supplier in response to those risks. 	[On the [anniversary]of the Effective Date]
[Greenhouse Gas Emissions]	Indicate greenhouse gas emissions making use of the use of the most recent conversion guidance set out in 'Greenhouse gas reporting – Conversion factors' available online at https://www.gov.uk/guidance/measuring-	[On the anniversary of the Effective Date]

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	and-reporting-environmental-impacts-guidance-for-businesses	
Water Use	Volume in metres cubed.	On the anniversary of the Effective Date
Energy Use	<p>Separate energy consumption figures for:</p> <ol style="list-style-type: none"> assets deployed on the Supplier's site; assets deployed on the Authority's site; assets deployed off-site; and energy consumed by IT assets and by any cooling devices deployed. <p>Power Usage Effectiveness (PUE) rating for each data centre/server room in accordance with ISO/IEC 31034-2/EN 50600-4-2.</p>	On the anniversary of the Effective Date
Social Value	<p>MAC 4.1: Additional environmental benefits Activities that demonstrate and describe the tenderer's existing or planned:</p> <ul style="list-style-type: none"> Understanding of additional environmental benefits in the performance of the contract, including working towards net zero greenhouse gas emissions. Illustrative example: conducting pre-contract engagement activities with a diverse range of organisations in the market to support the delivery of additional environmental benefits in the performance of the contract. Collaborative way of working with the supply chain to deliver additional environmental benefits in the performance of the contract, including working towards net zero greenhouse gas emissions. 	On the anniversary of the Effective Date

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Table B – Submission to CCS

Report Name	Content of Report	Frequency of Report
Framework Performance Indicator Submission Form – Modern Slavery section	<p>MSAT completion and progress recorded against the following 6 areas:</p> <ul style="list-style-type: none"> • Governance • Policies and Procedures • Risk Assessment and Management • Due Diligence • Training • KPI 	Annually
Framework Performance Indicator Submission Form – Carbon Net Zero	<p>The Supplier to demonstrate progression towards carbon net zero by reporting on the below areas</p> <ul style="list-style-type: none"> • Number of carbon reduction activities that your organisation has taken to progress your carbon reduction plan • Number of RM6116 carbon reduction activities that benefit the Buyer • List the top 3 carbon reduction activities completed for non RM6116 contracts 	Annually

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Framework Performance Indicator Submission Form – Apprenticeships	<p>Supplier shall submit data demonstrating how they are progressing apprenticeships within their organisation</p> <ul style="list-style-type: none"> • Number of apprenticeships started • Cumulative number of apprenticeships ongoing • Number of apprenticeships concluded • Number of apprenticeships retained 	Annually
Framework Performance Indicator Submission Form – Diversity & Inclusion	<p>To demonstrate that suppliers are redressing workforce imbalance within their organisation</p> <ul style="list-style-type: none"> • Representation of women • Representation of ethnic minorities • Representation of staff who identify as having a disability • Representation of prison leavers • Representation of LBTQIA+ 	Annually
Framework Performance Indicator Submission Form – SMEs/VCSEs	<p>To demonstrate that Suppliers are engaging with and developing SMEs/VCSES</p> <ul style="list-style-type: none"> • Number of SMEs/VCSES within your supply chain for RM6116 • Number of SME/VCSEs within your supply chain delivering services on RM6116 contracts • How many sub-contract opportunities have there been within the reporting period • Of the sub-contract opportunities, how many were awarded to a SMEs 	Annually

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Table B(1) – Baseline data

Report Name	Content of Report	Frequency of Report
Apprenticeships baseline data	<p>The Supplier shall submit data demonstrating:</p> <ul style="list-style-type: none"> • % of apprentices in their current workforce • % conversion rate of apprentices retained when an apprenticeship concludes 	To be provided to CCS within 10 calendar days of the submission of a request and annually thereafter
Diversity of Workforce baseline data	<p>The Supplier shall submit baseline figures of their current UK workforce:</p> <ul style="list-style-type: none"> • Representation of women • Representation of ethnic minorities • Representation of staff who identify as having a disability • Representation of prison leavers • Representation of LBTQIA+ 	To be provided to CCS within 10 calendar days of the submission of a request and annually thereafter
SMEs/VCSEs baseline data	The Supplier shall produce and submit a SME / VCSE engagement strategy detailing how they intend to retain and develop SMEs/VCSEs within their supply chain.	To be provided to CCS within 10 calendar days of the submission of a request and annually thereafter

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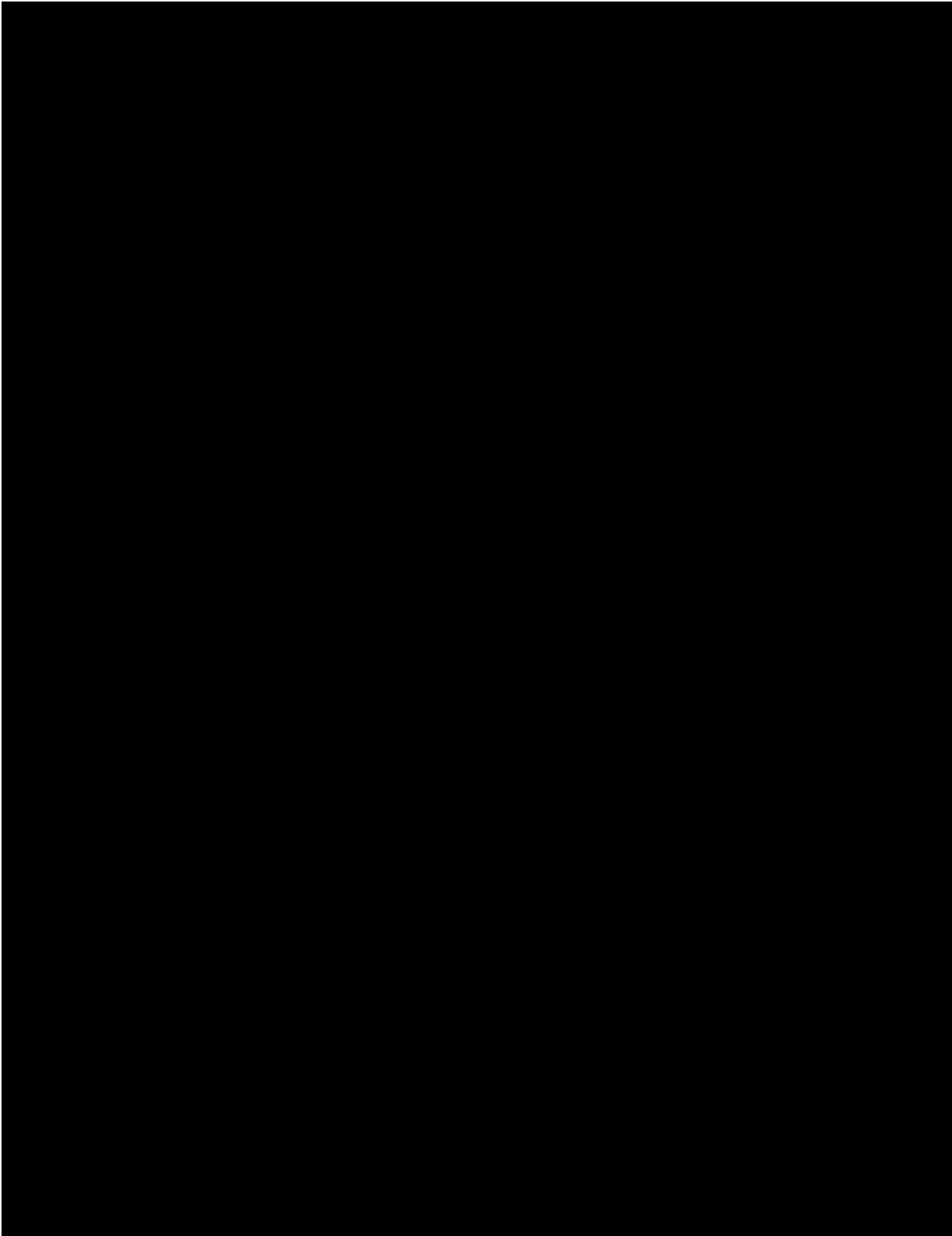
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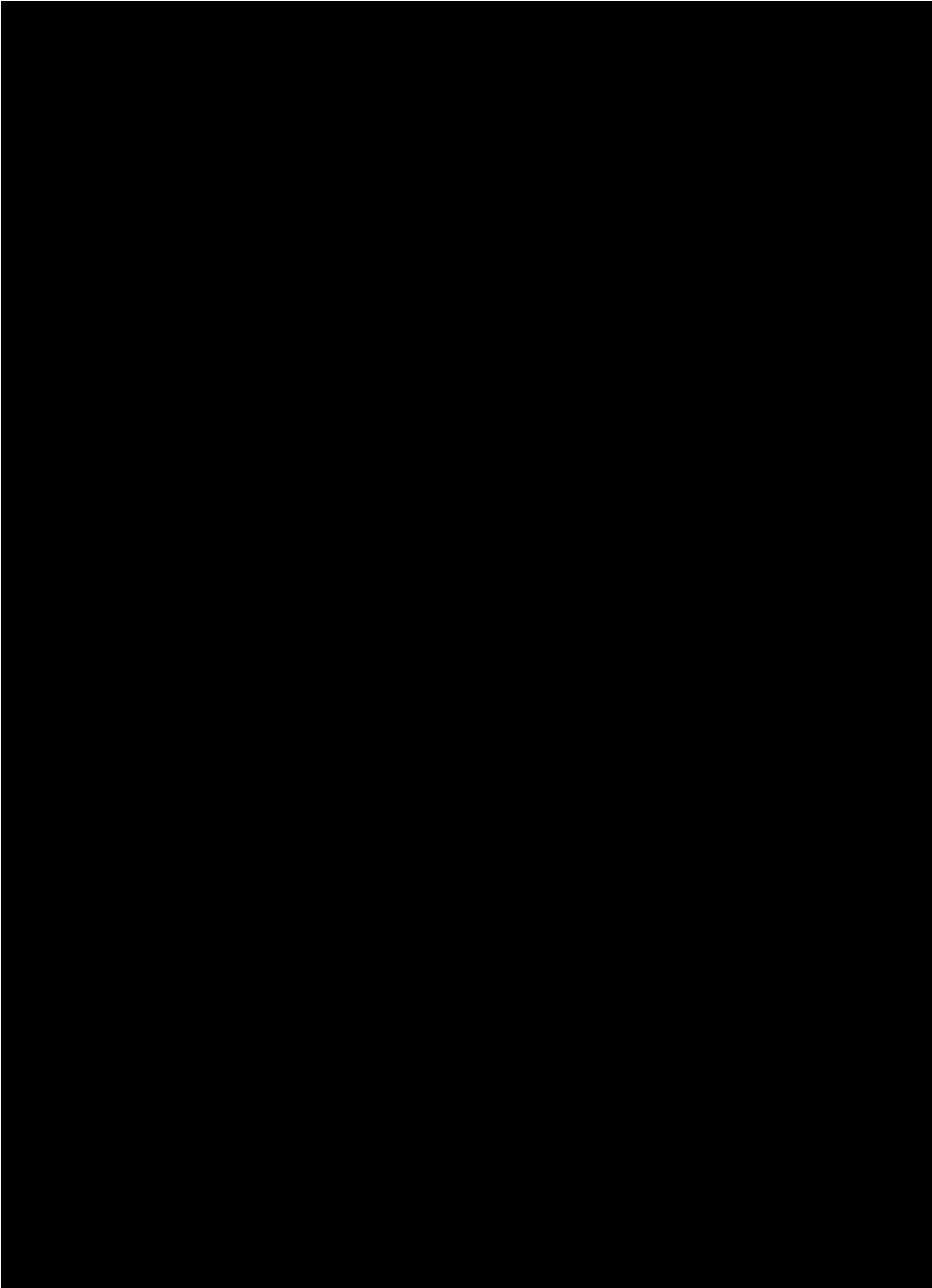
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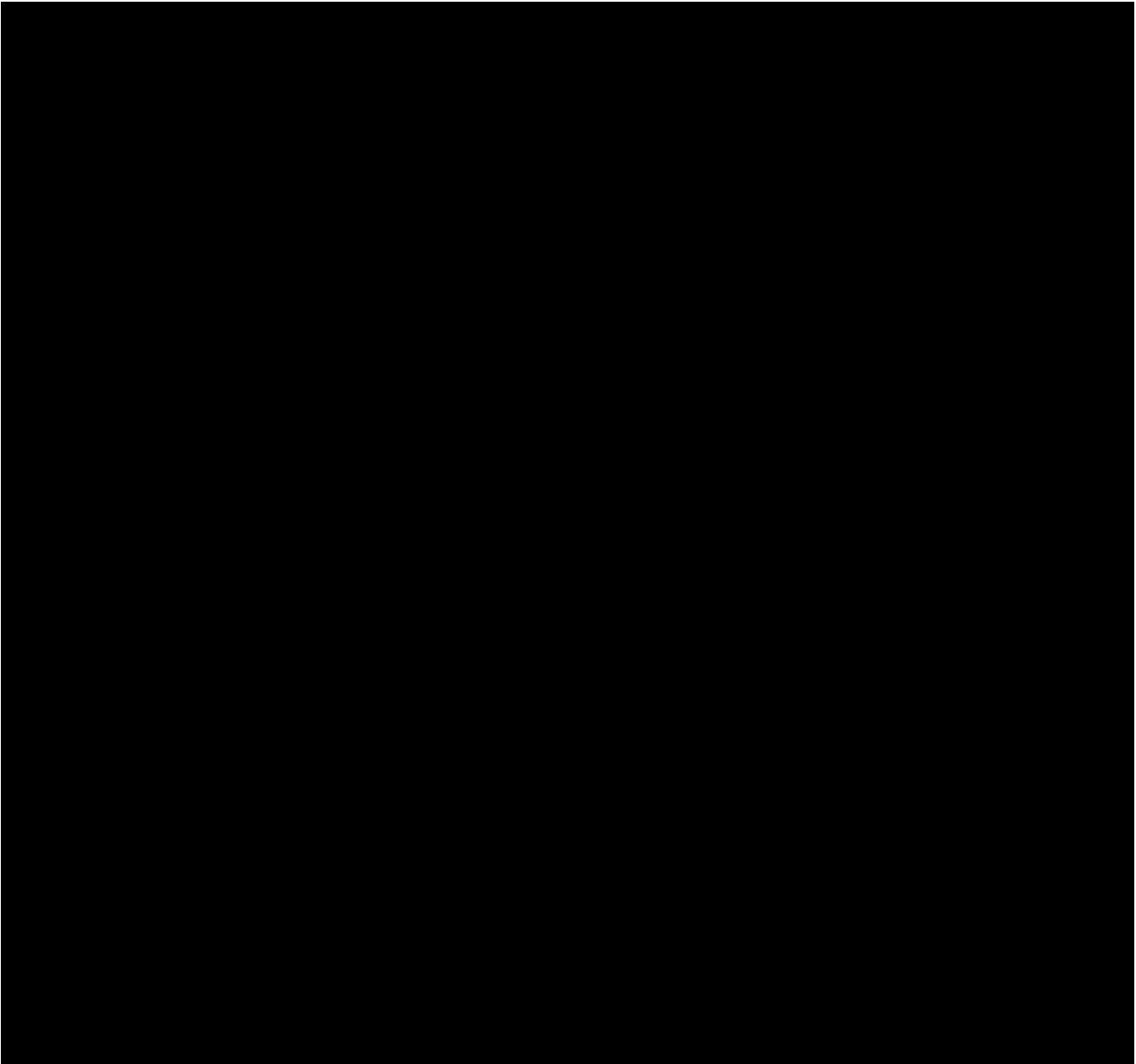
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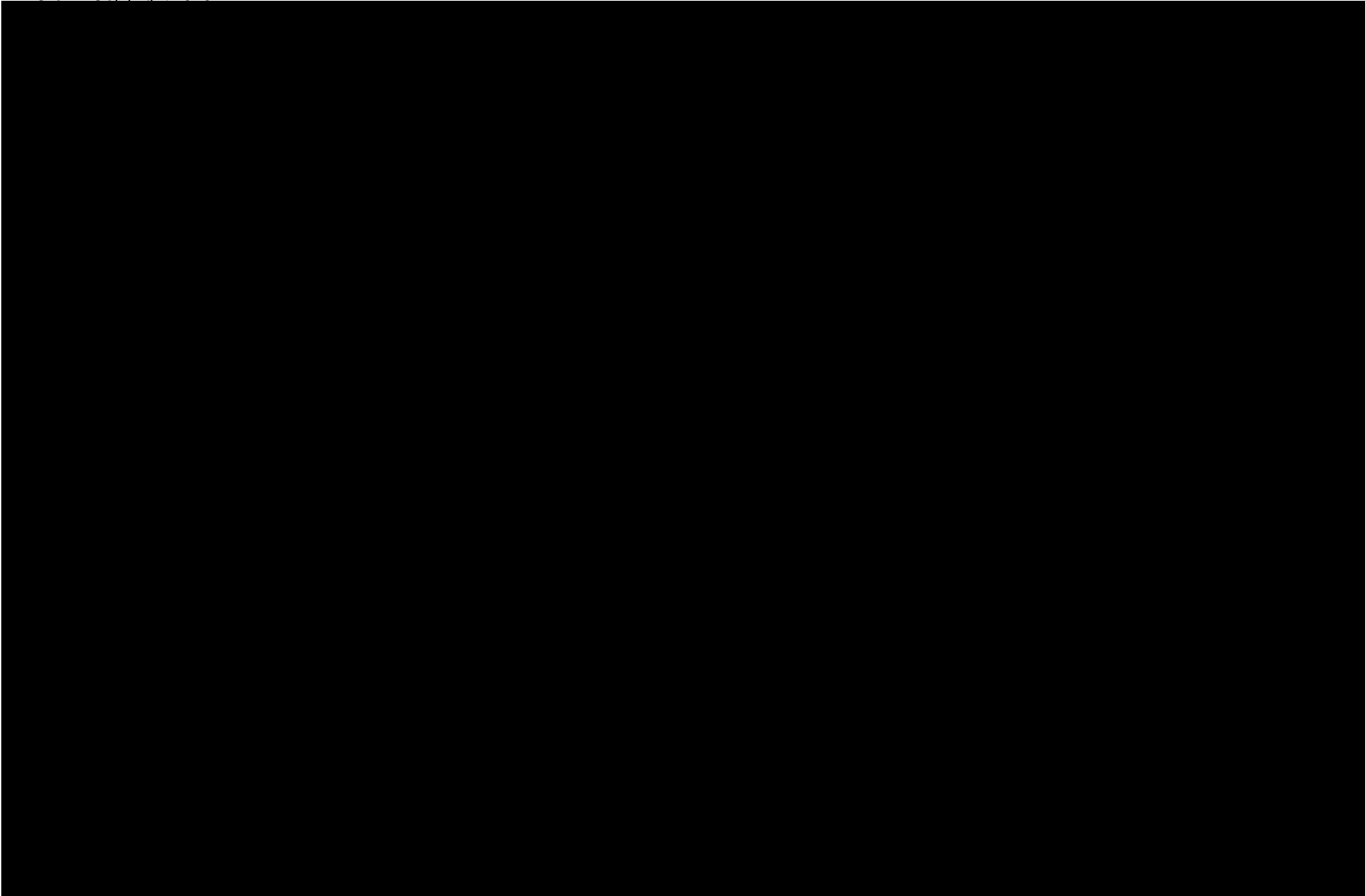
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Introduction

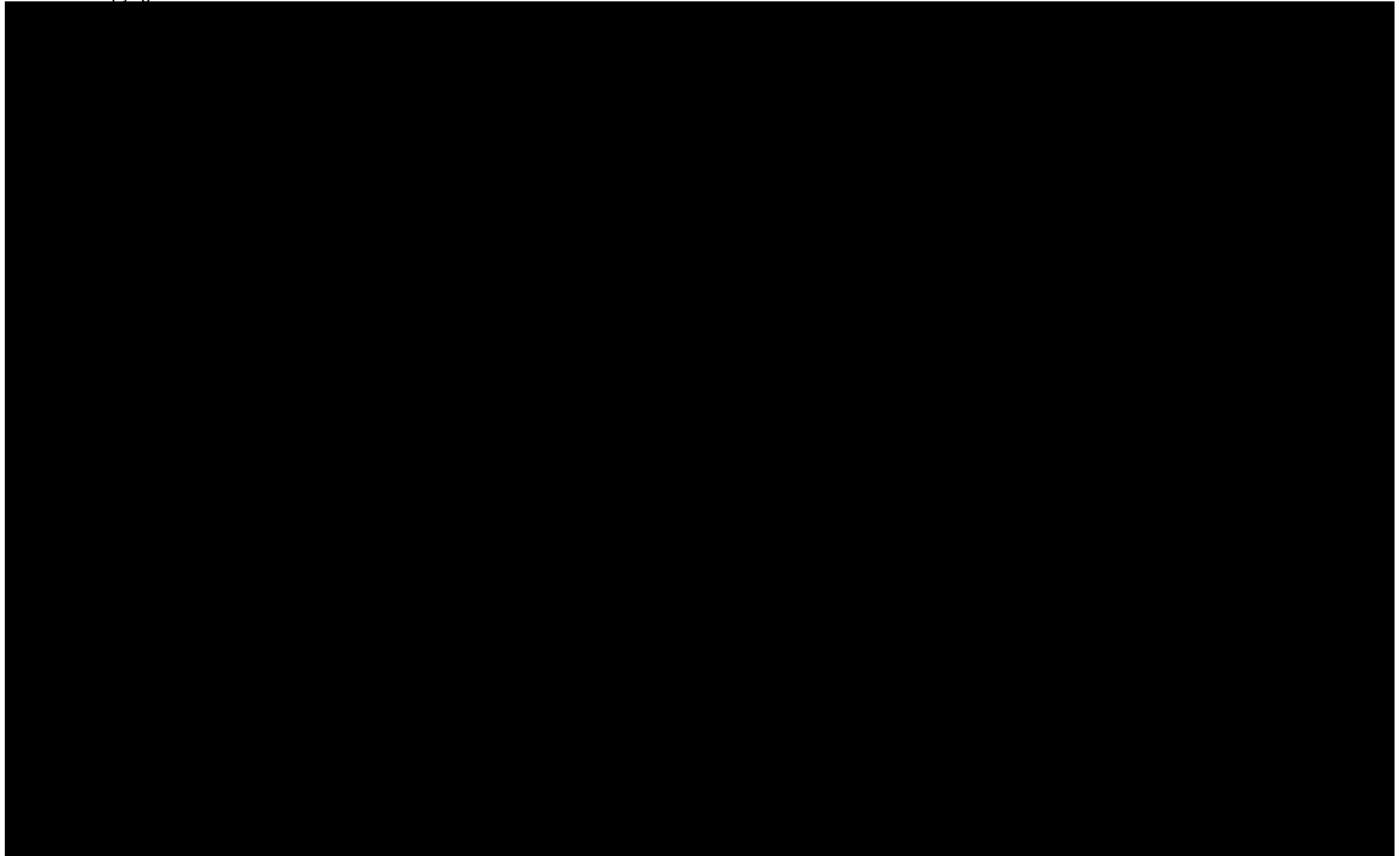
Response to Authority Functional and non-functional requirements

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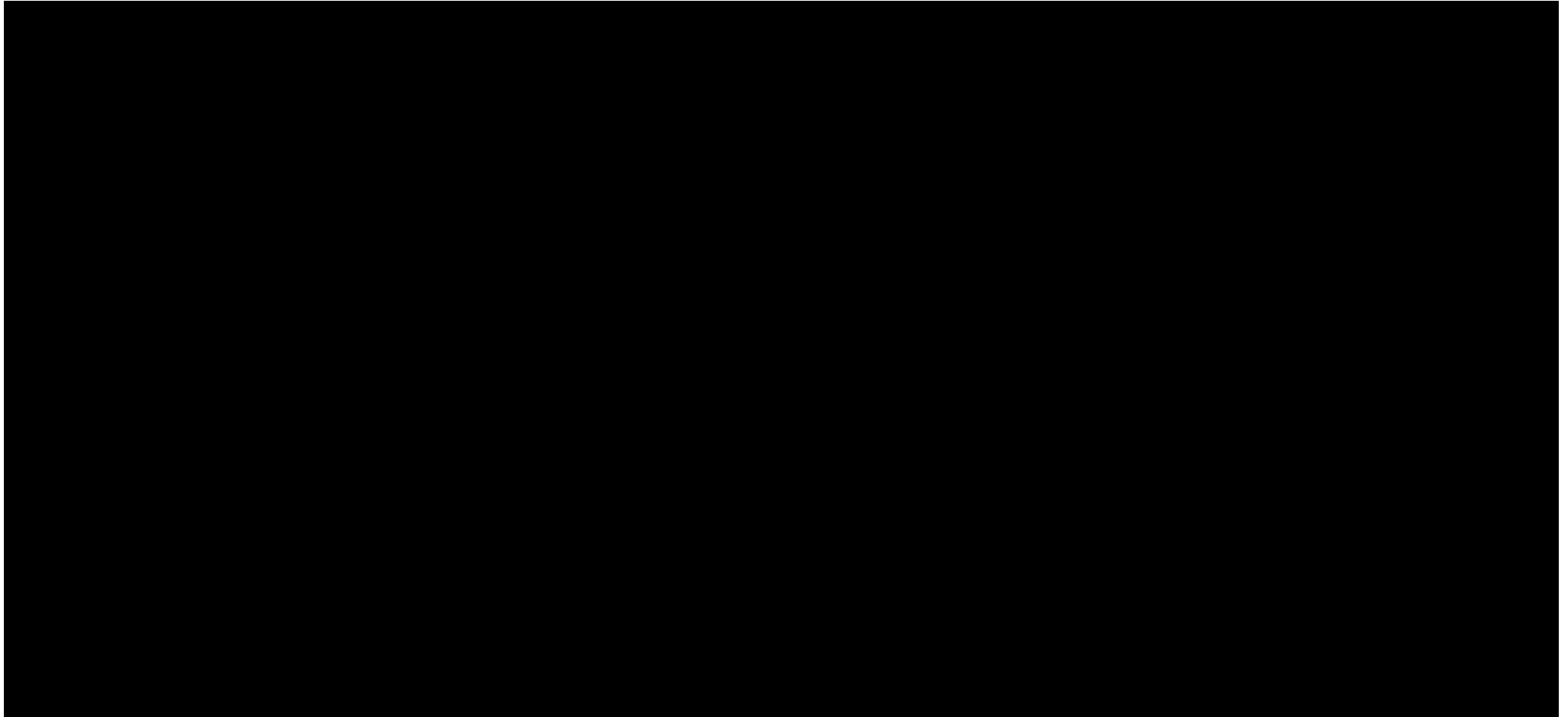
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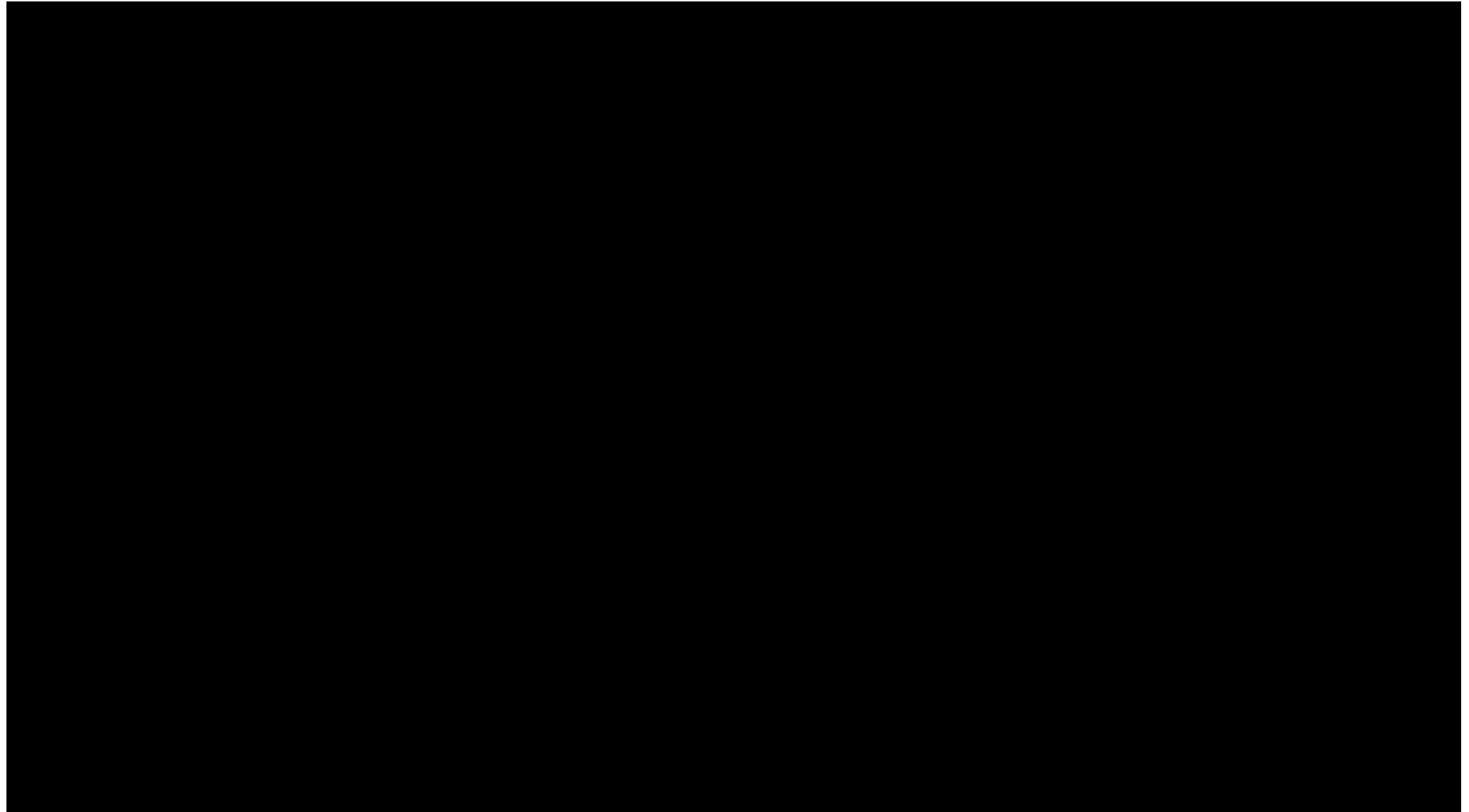
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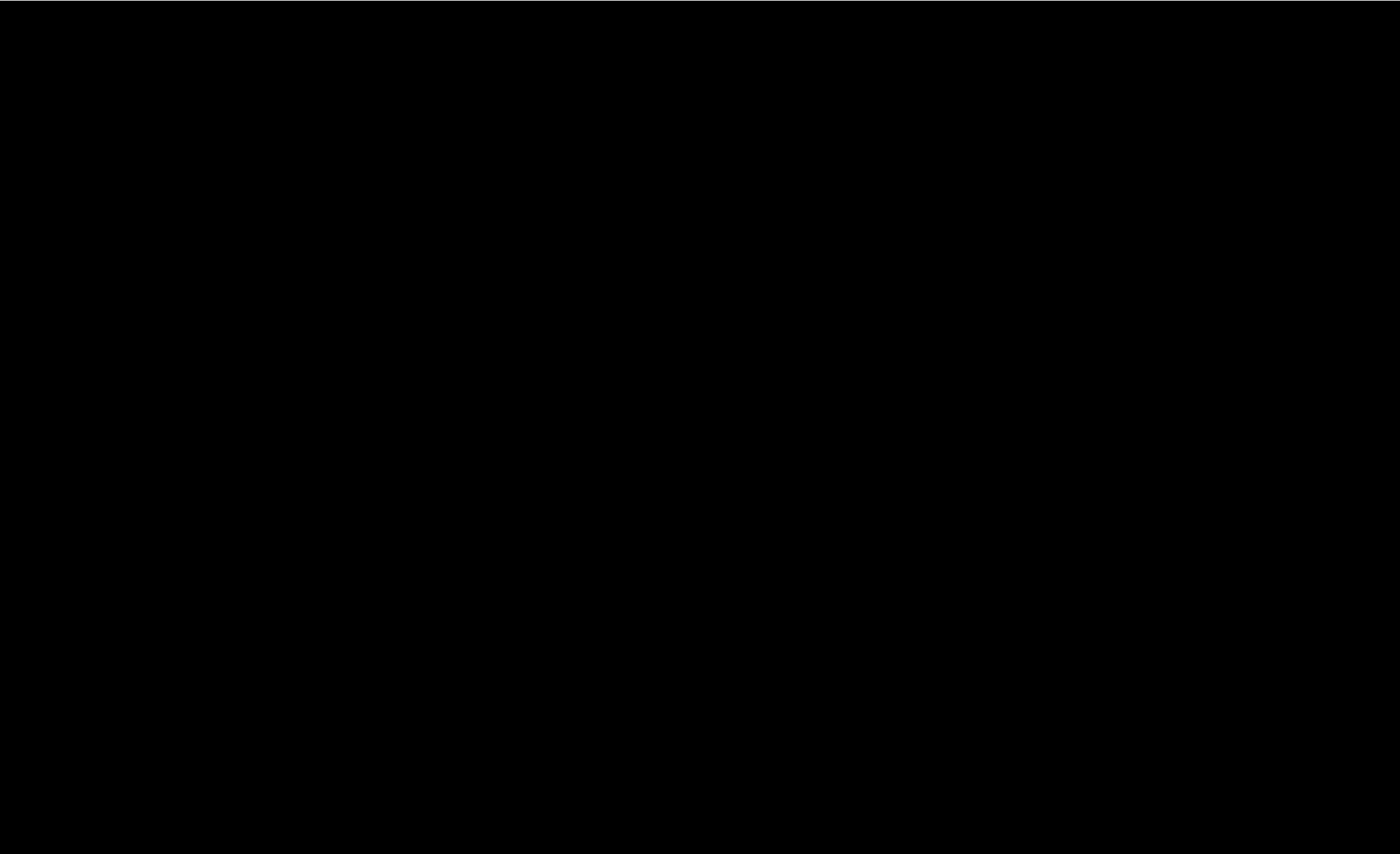


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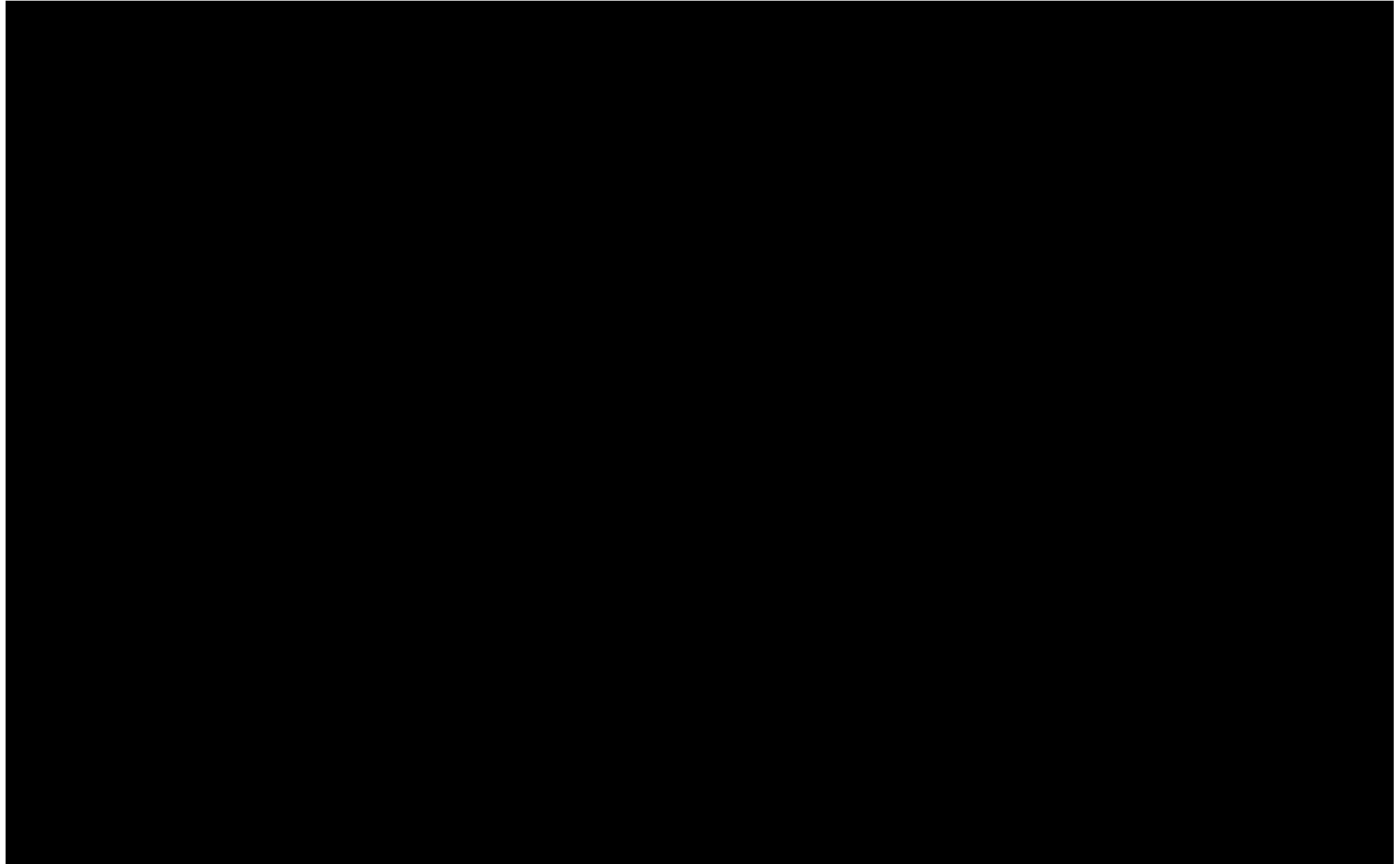


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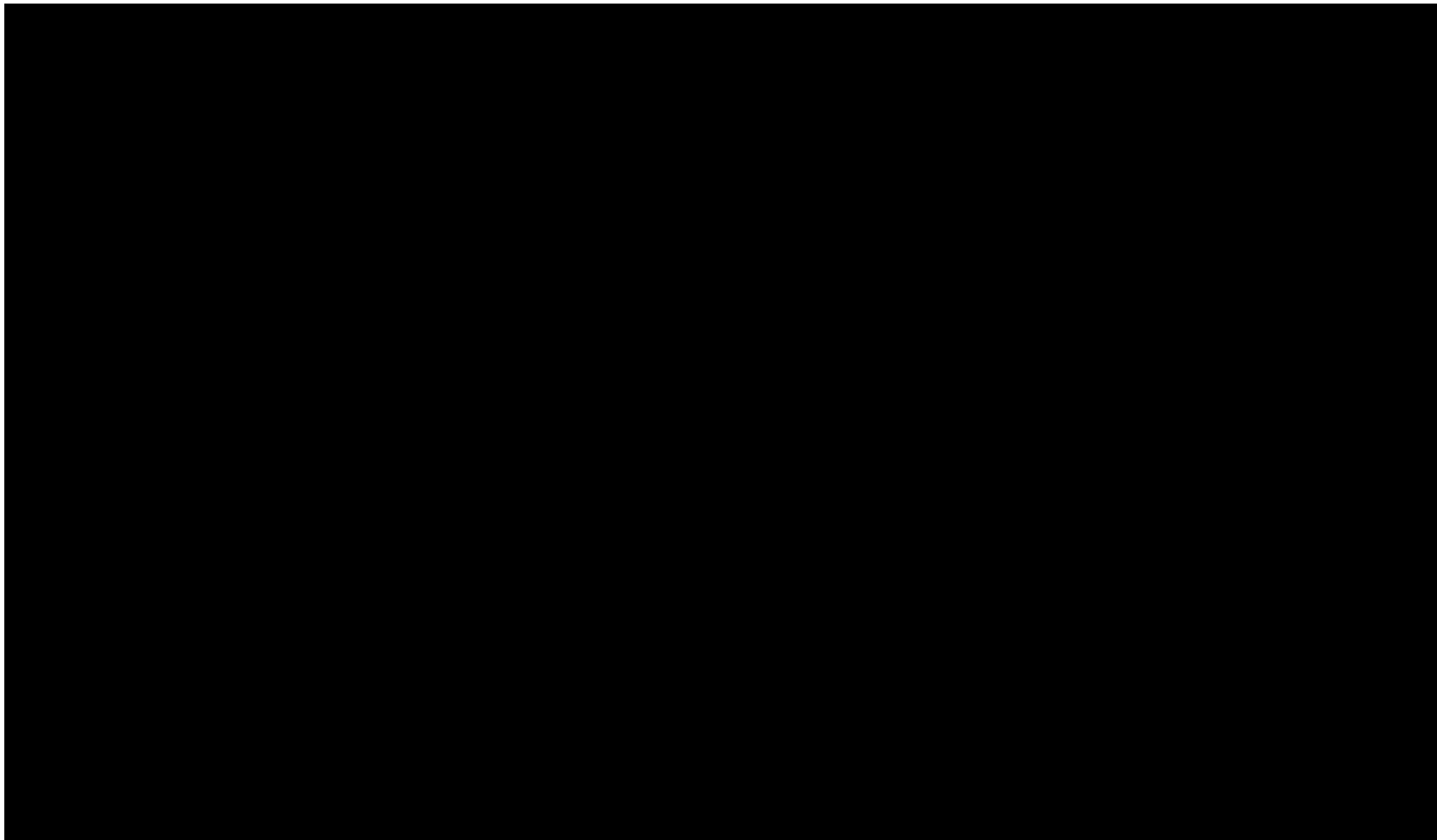
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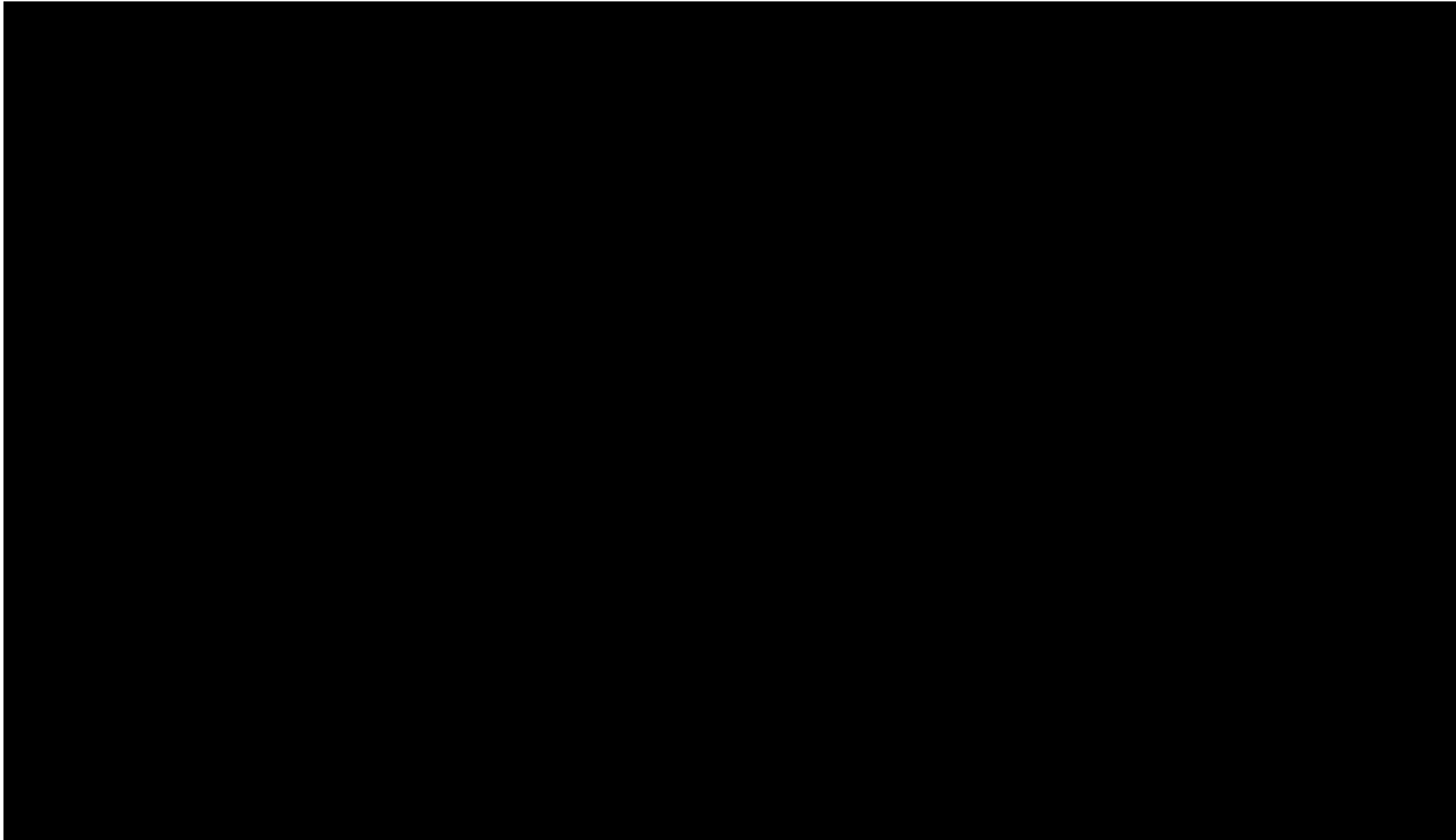
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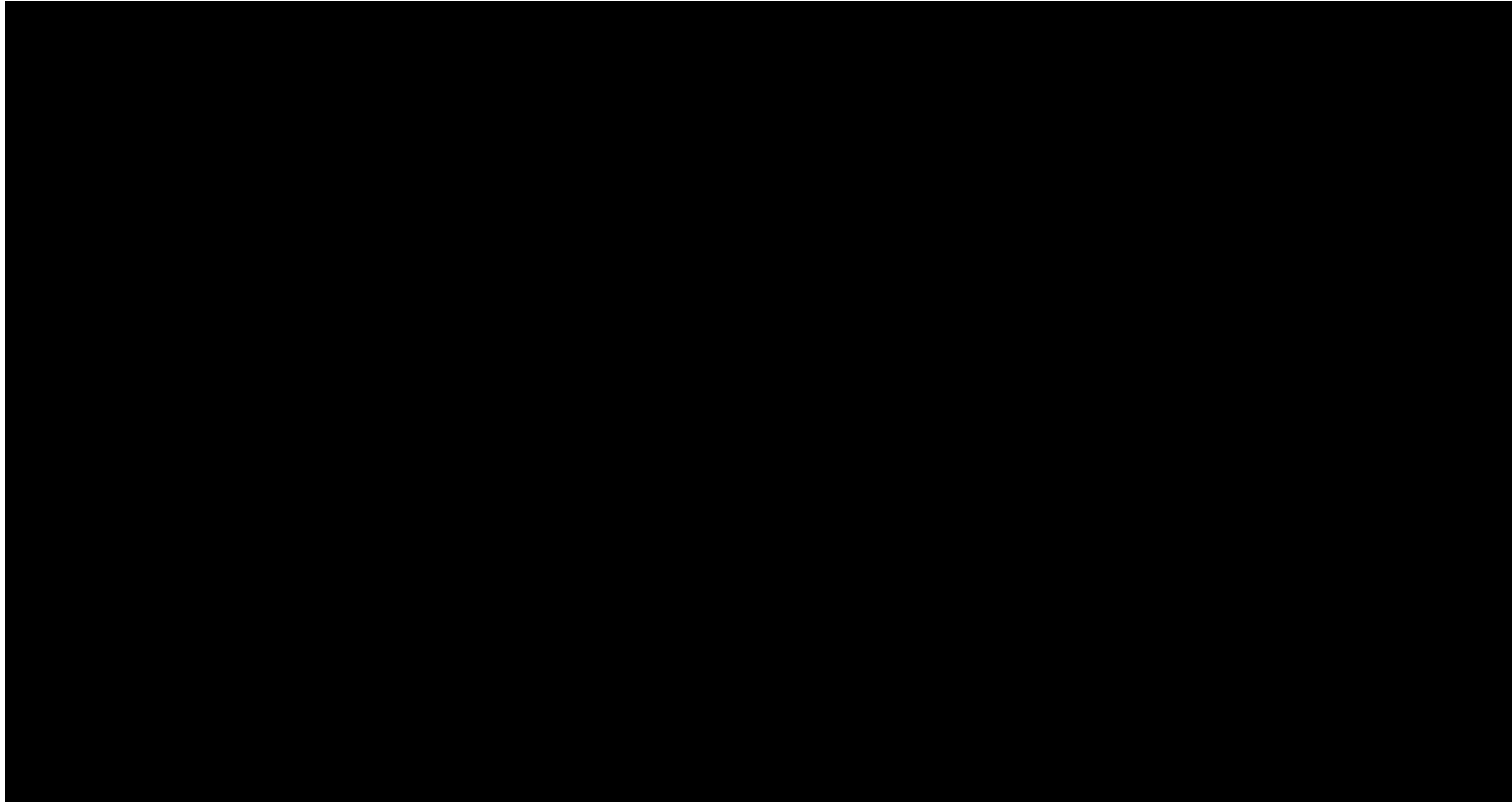
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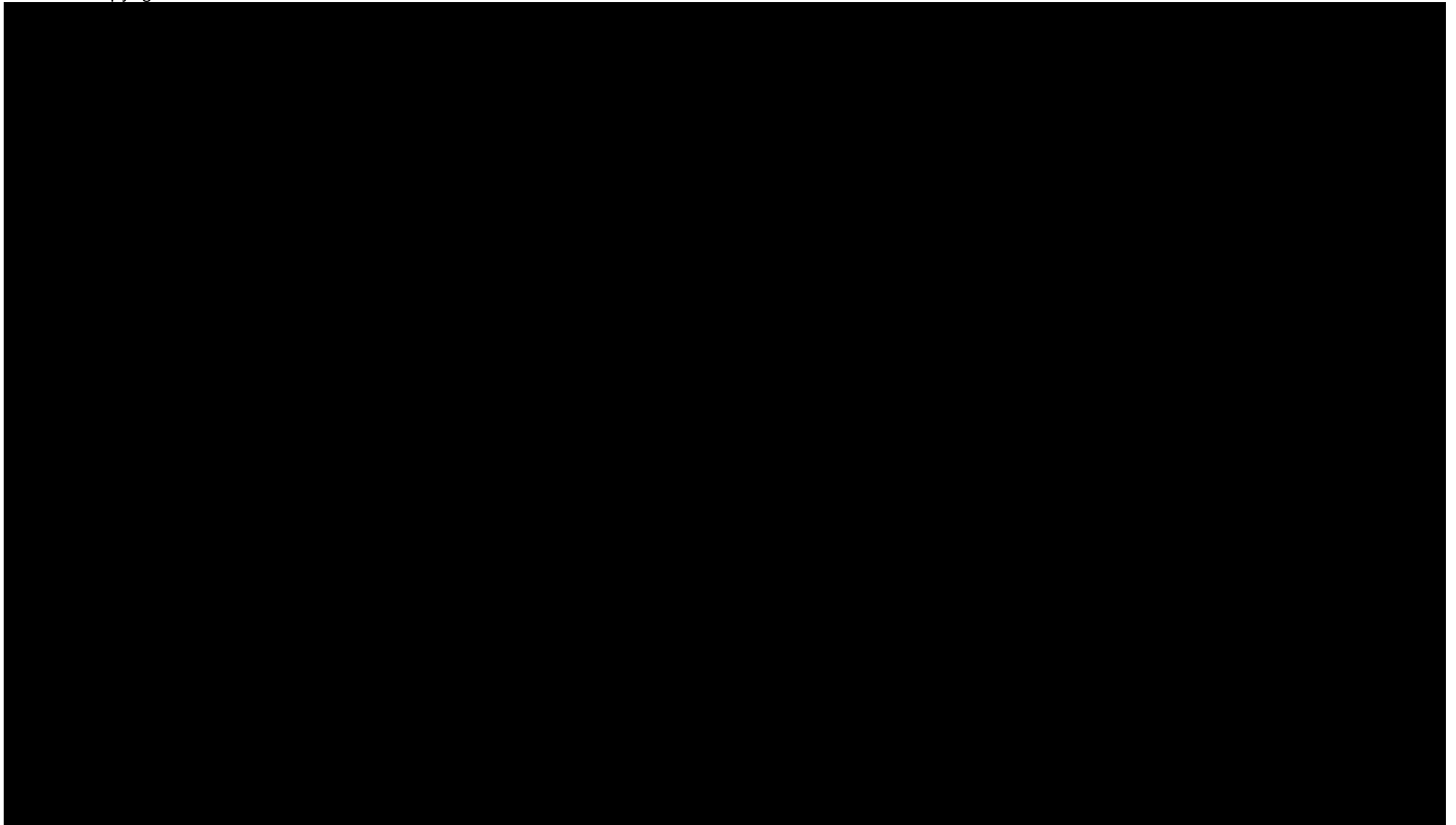
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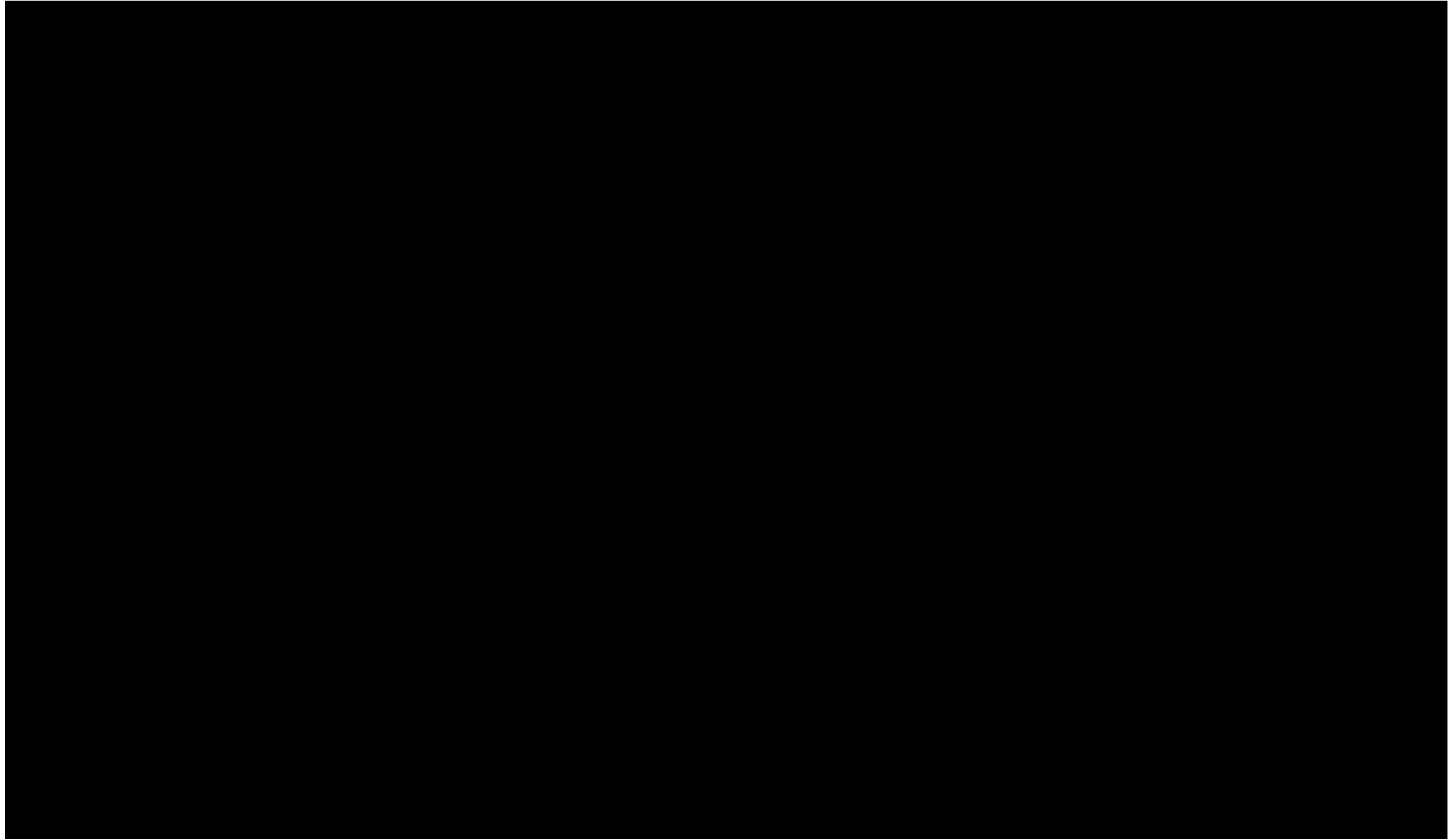
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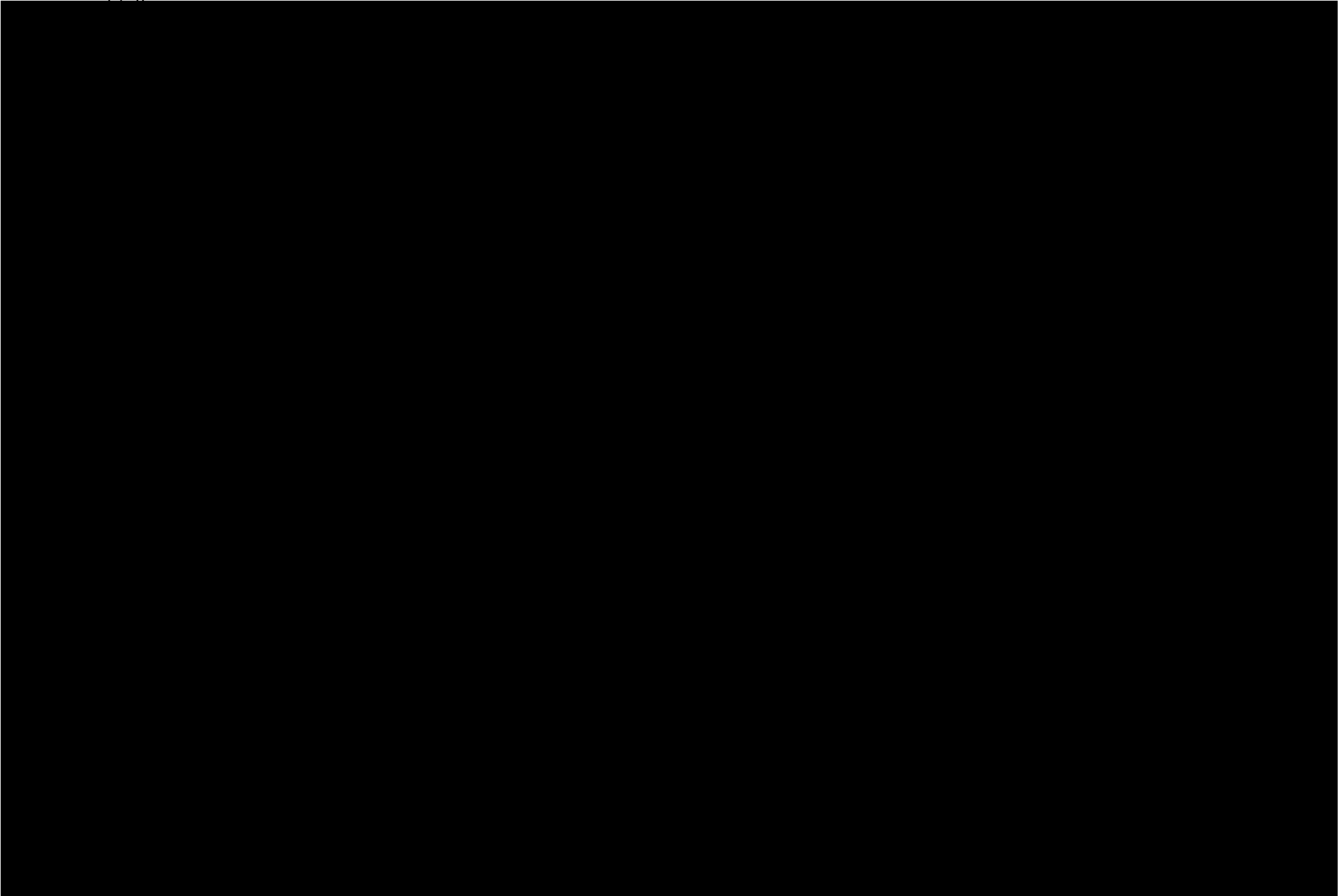


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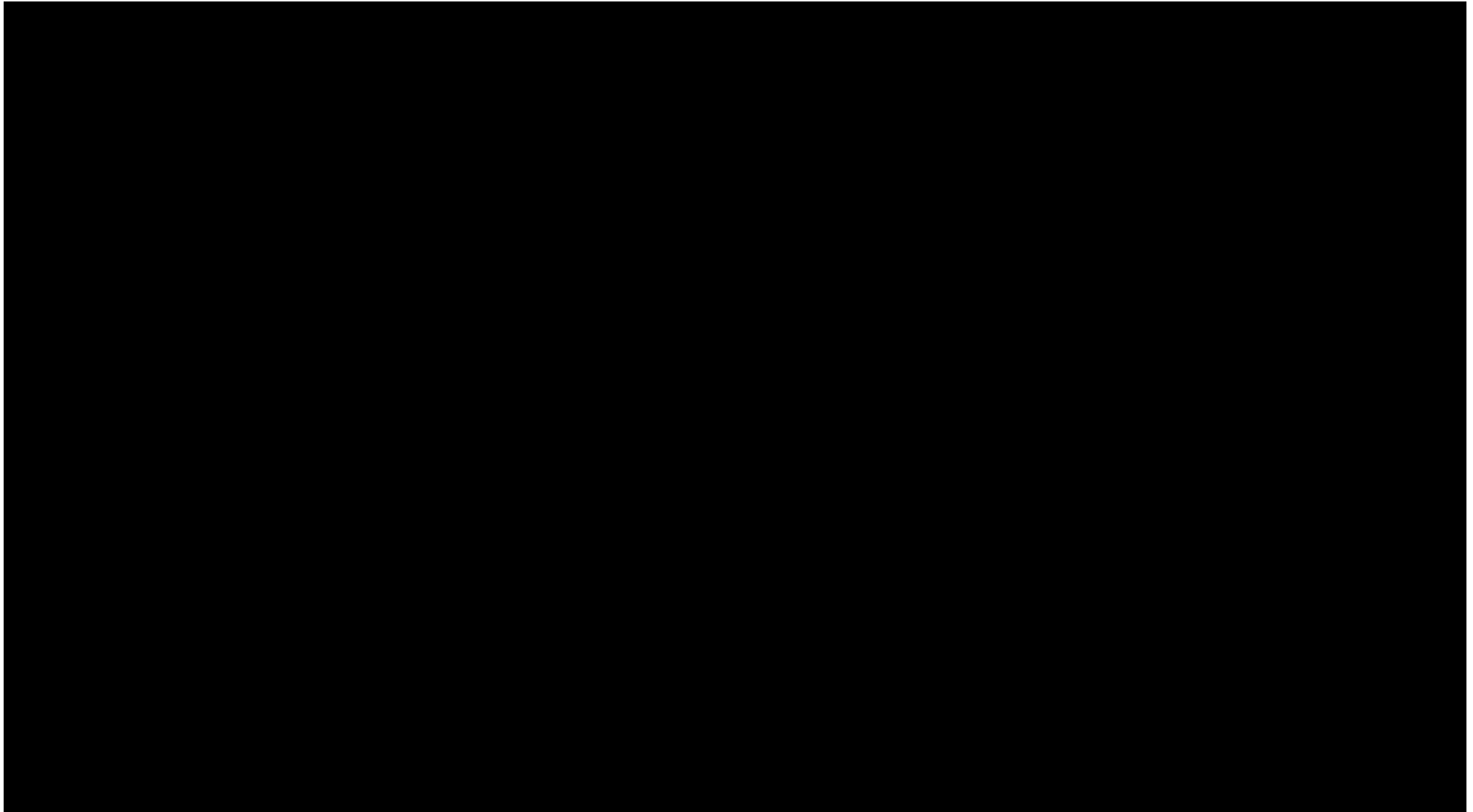


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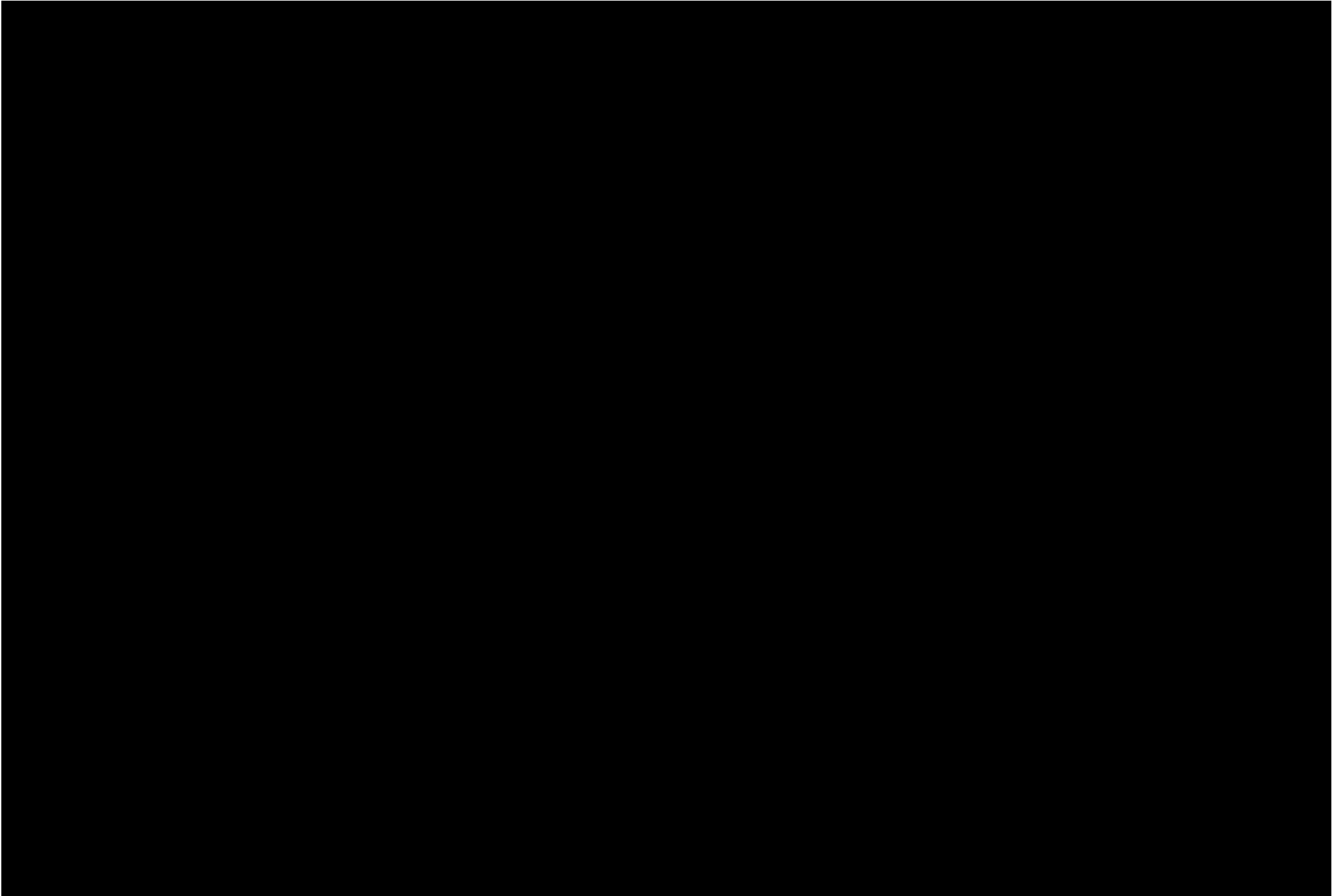


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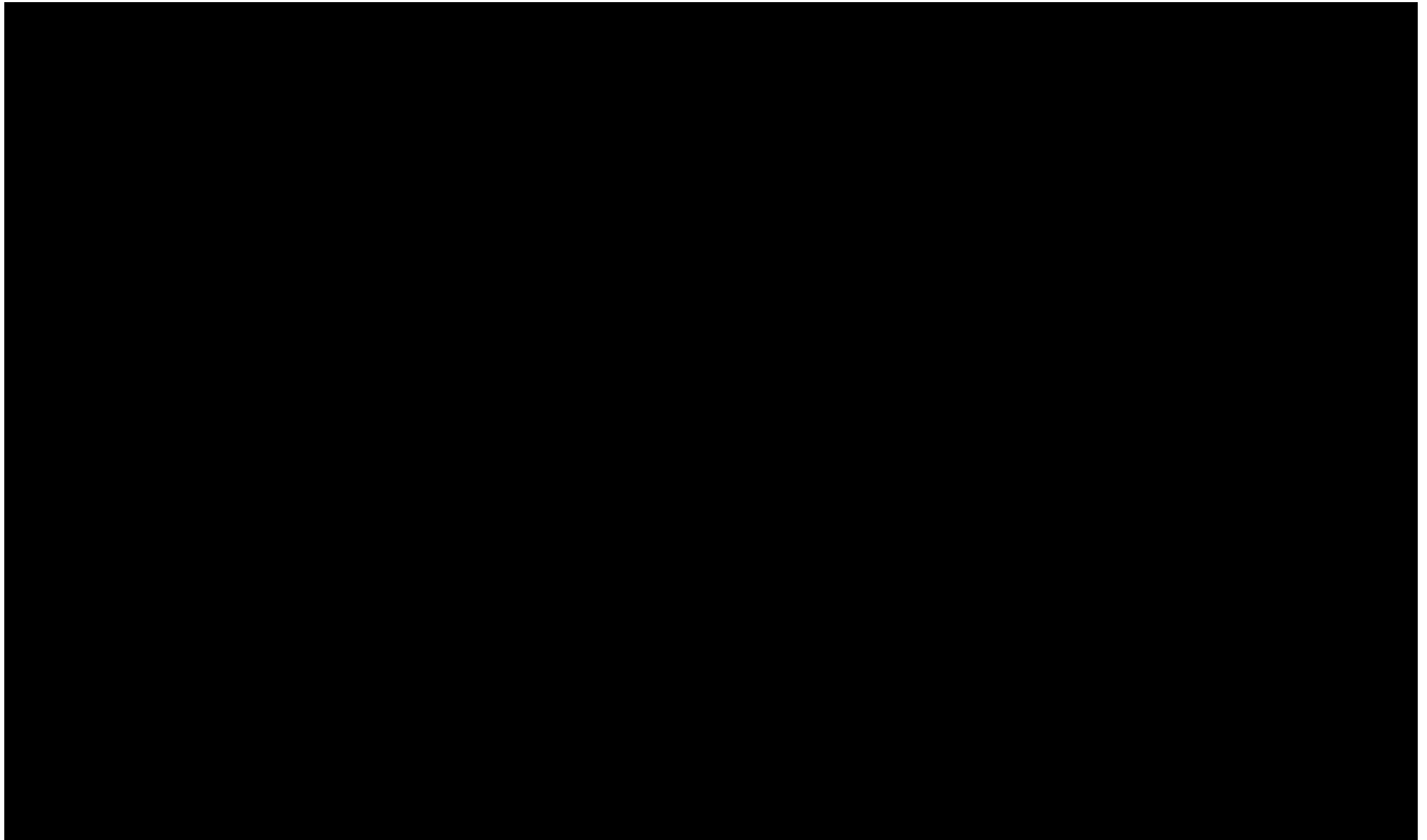


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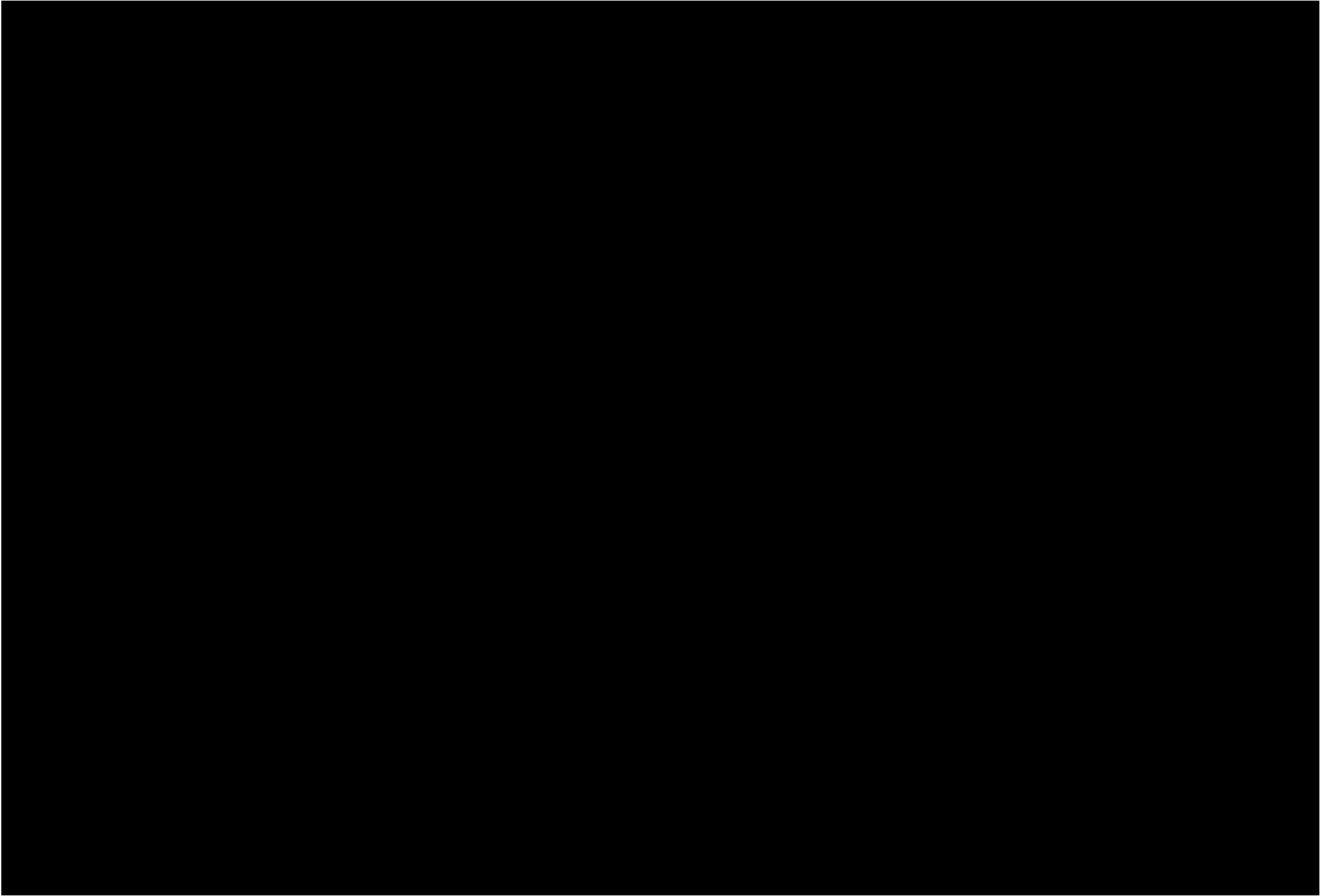


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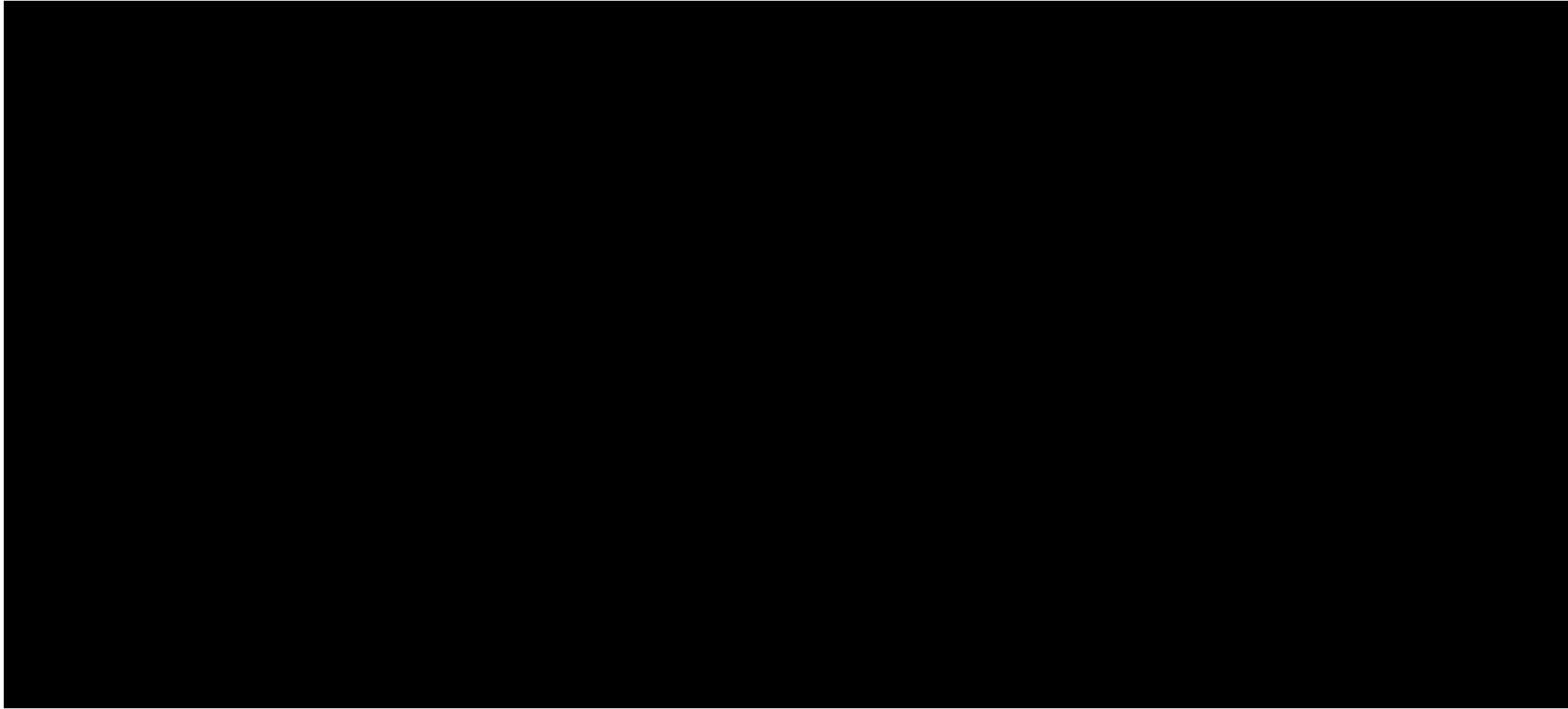
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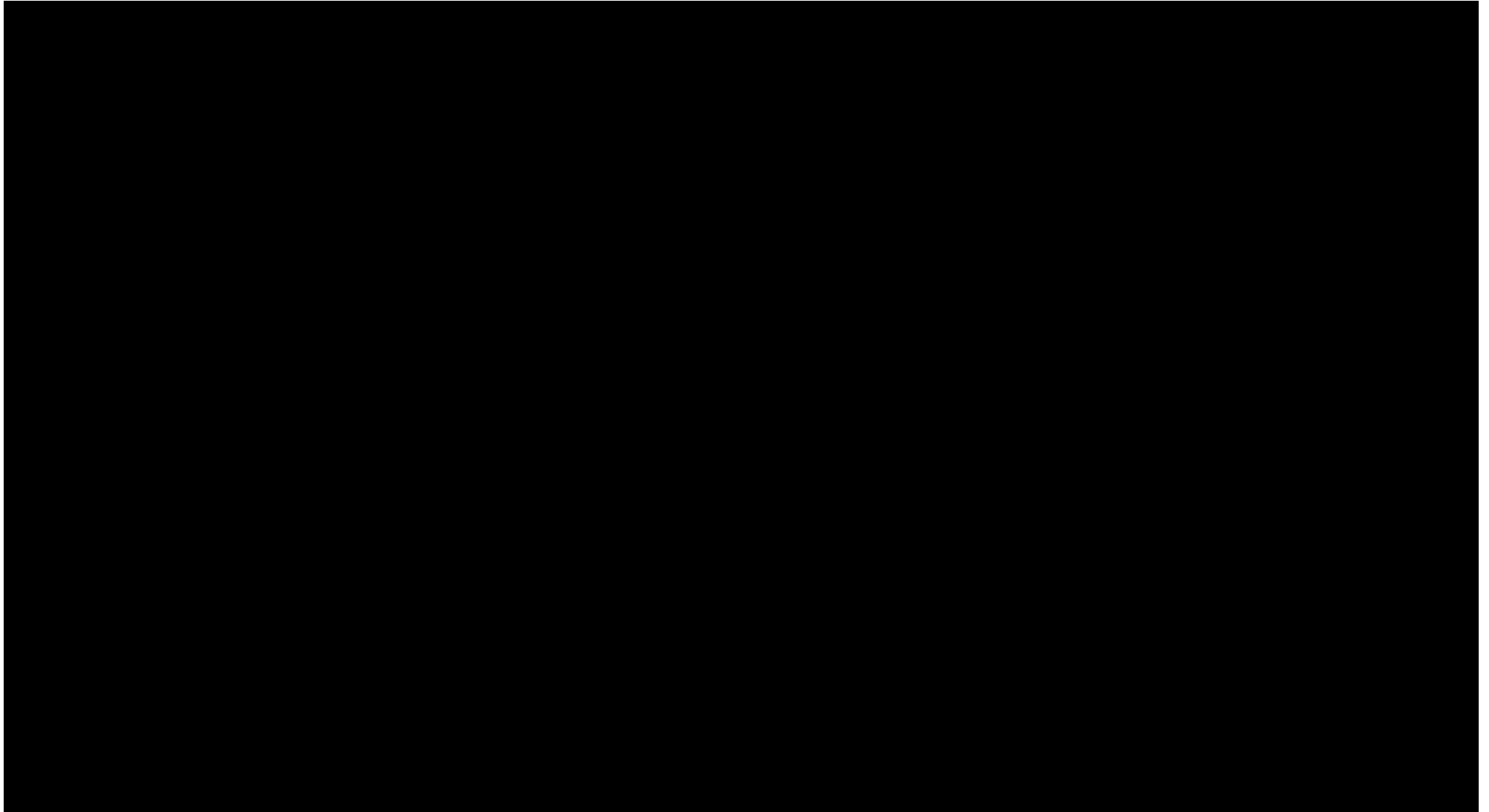


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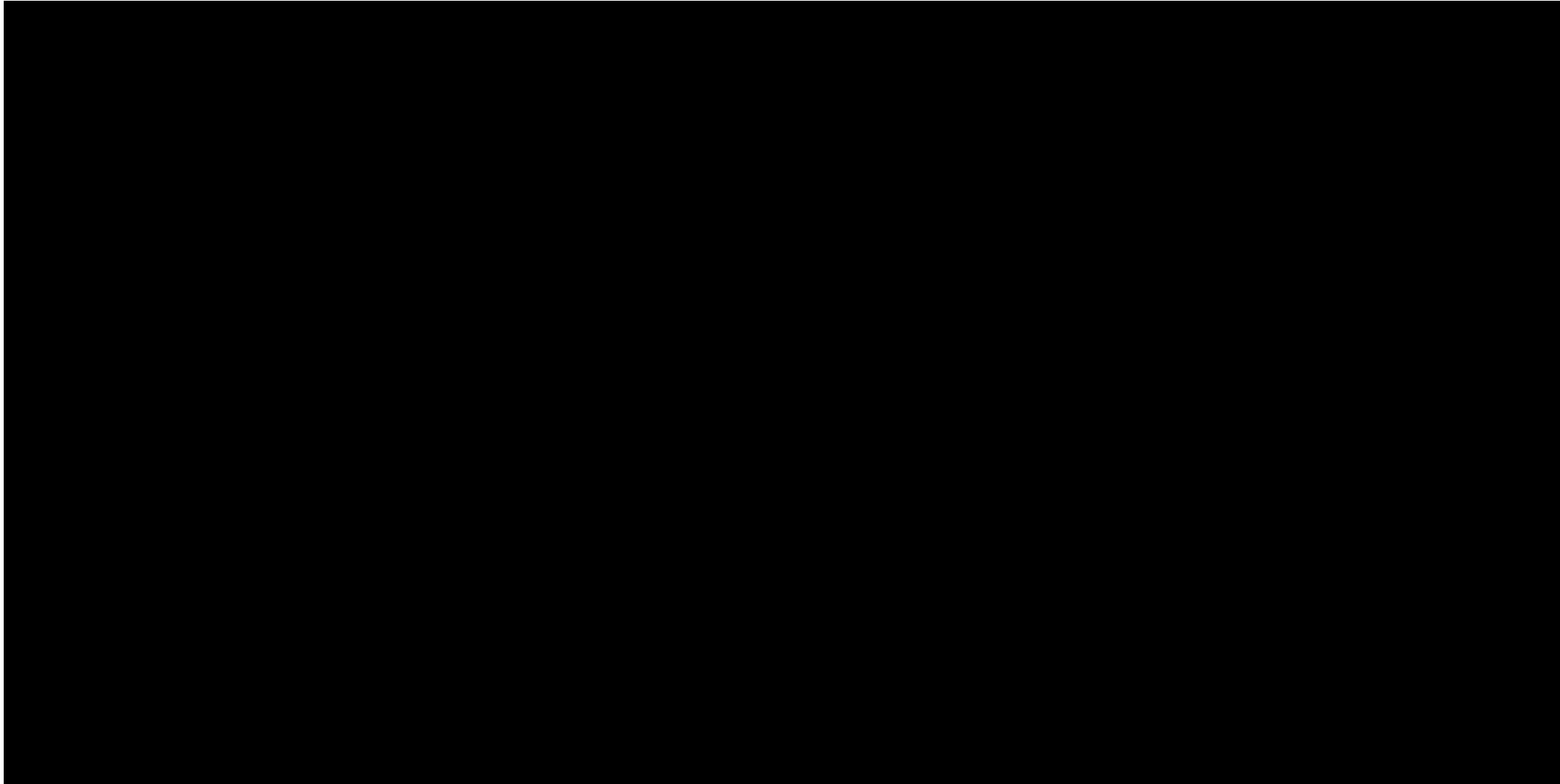
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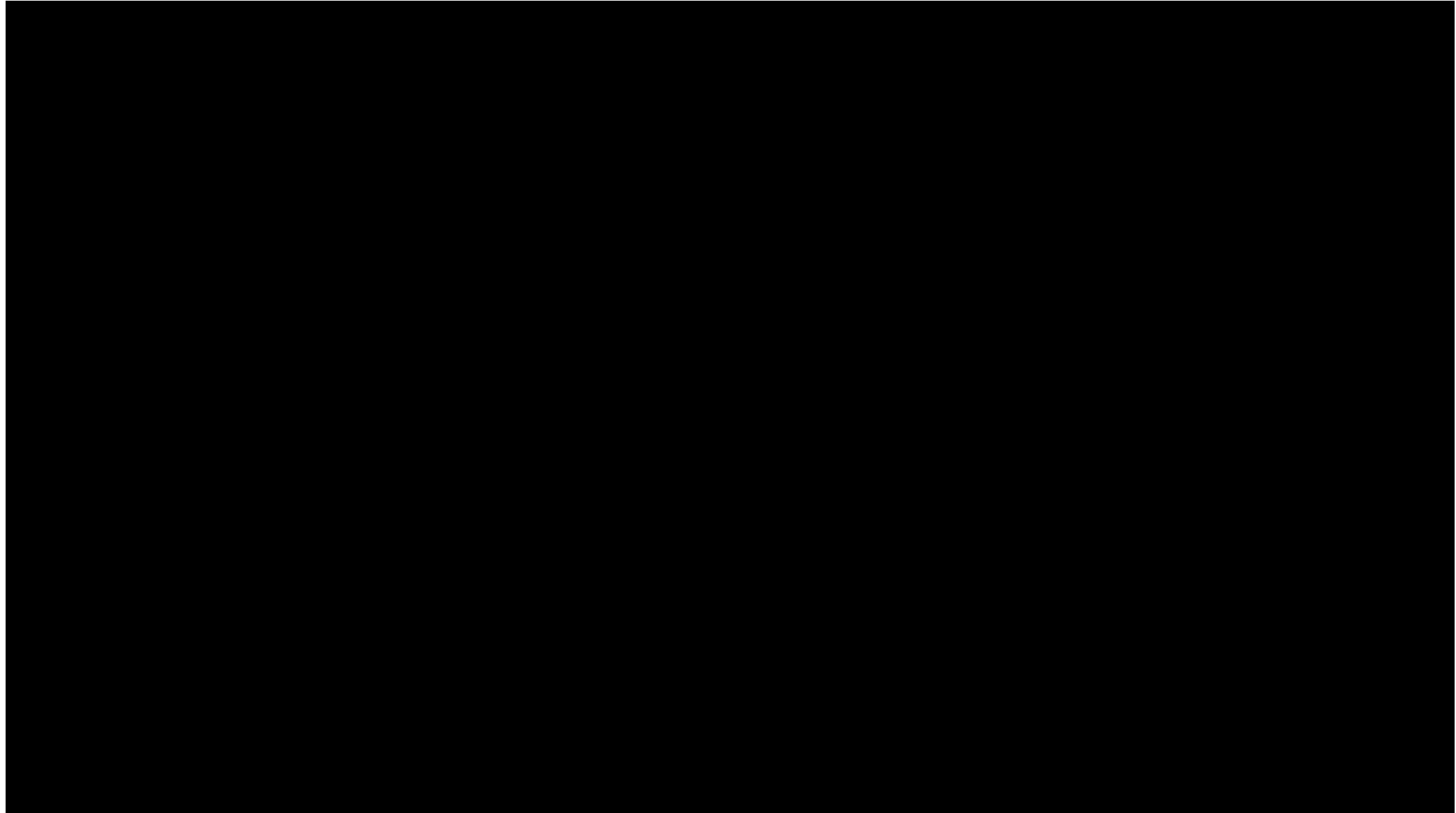
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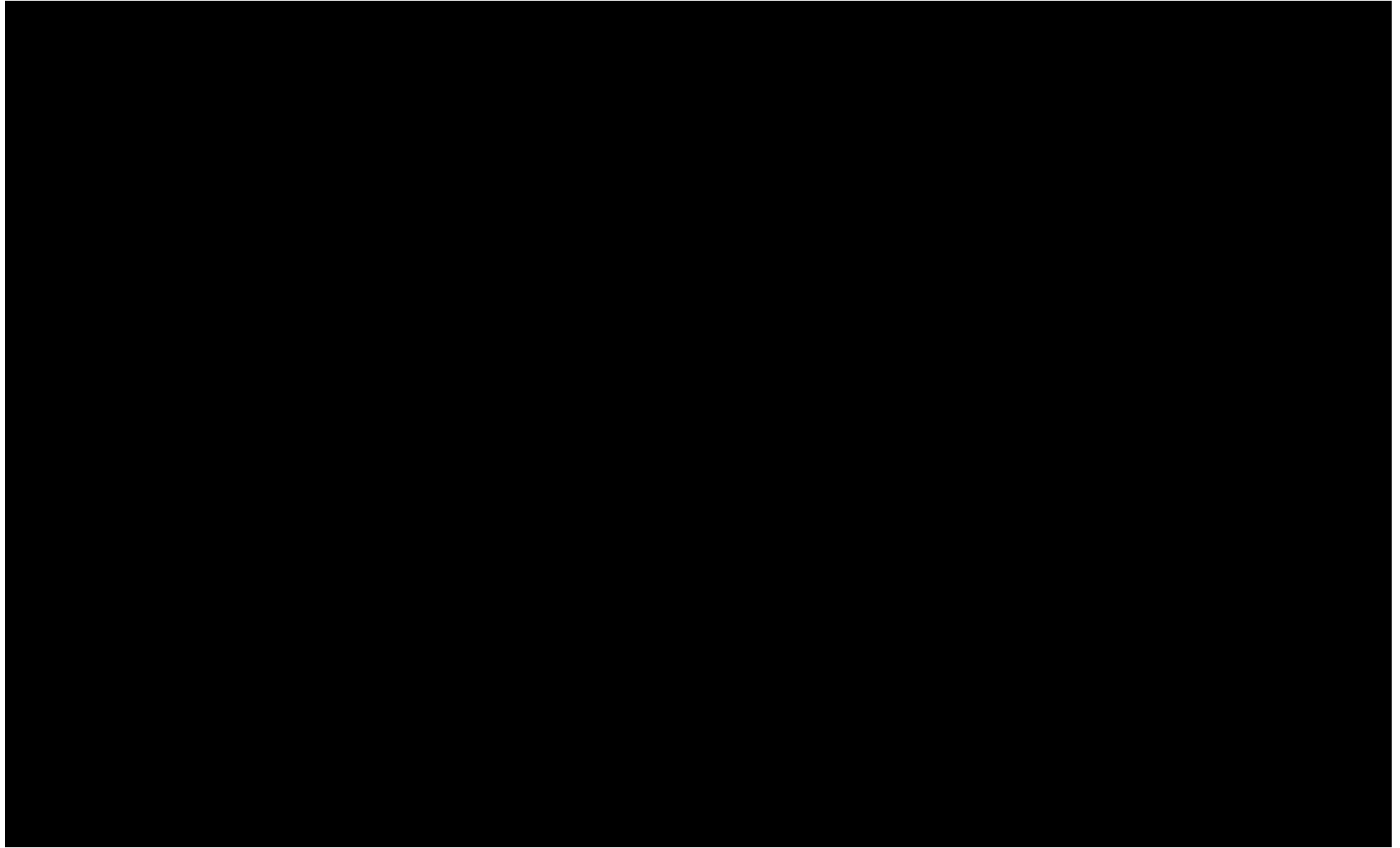
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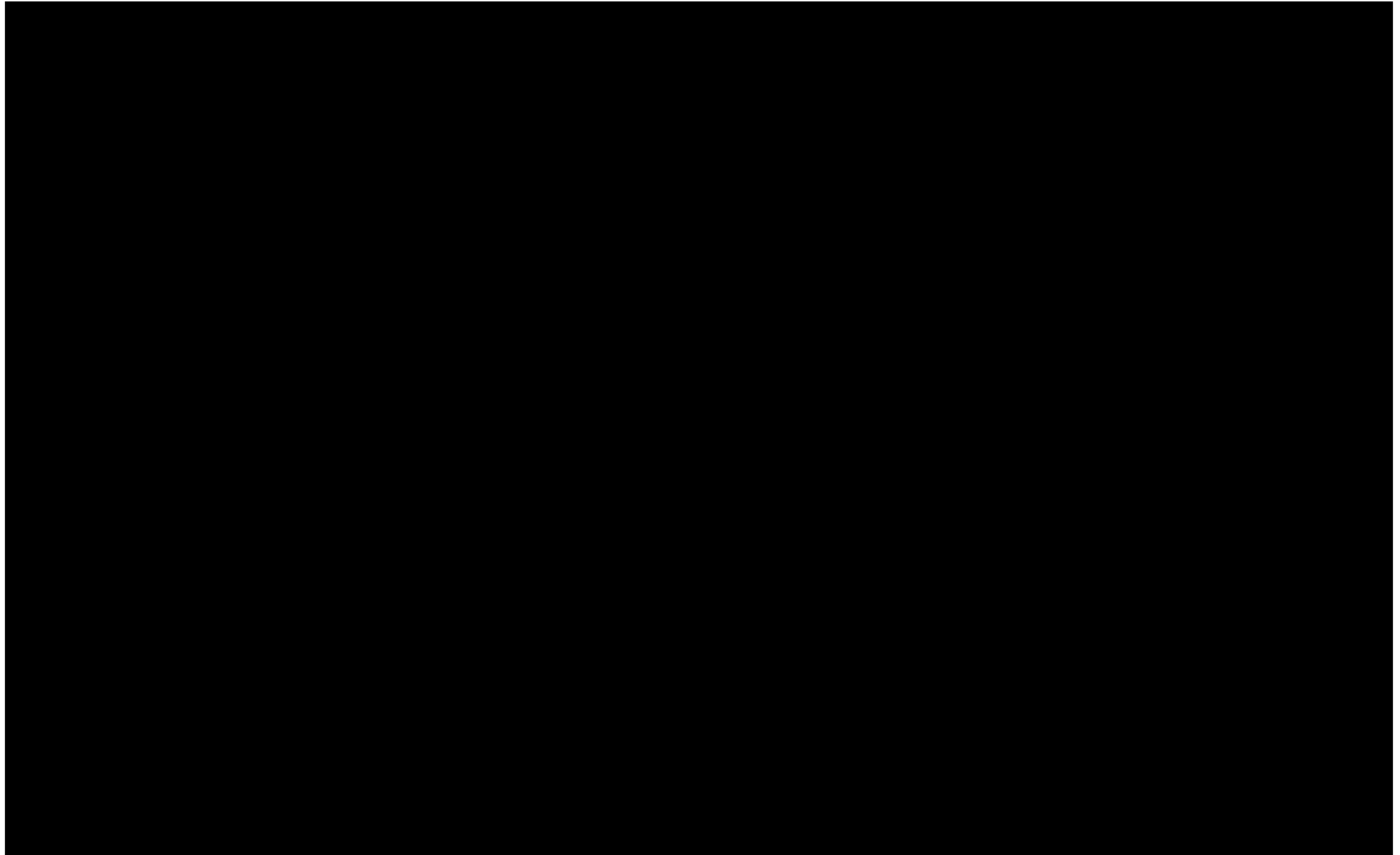
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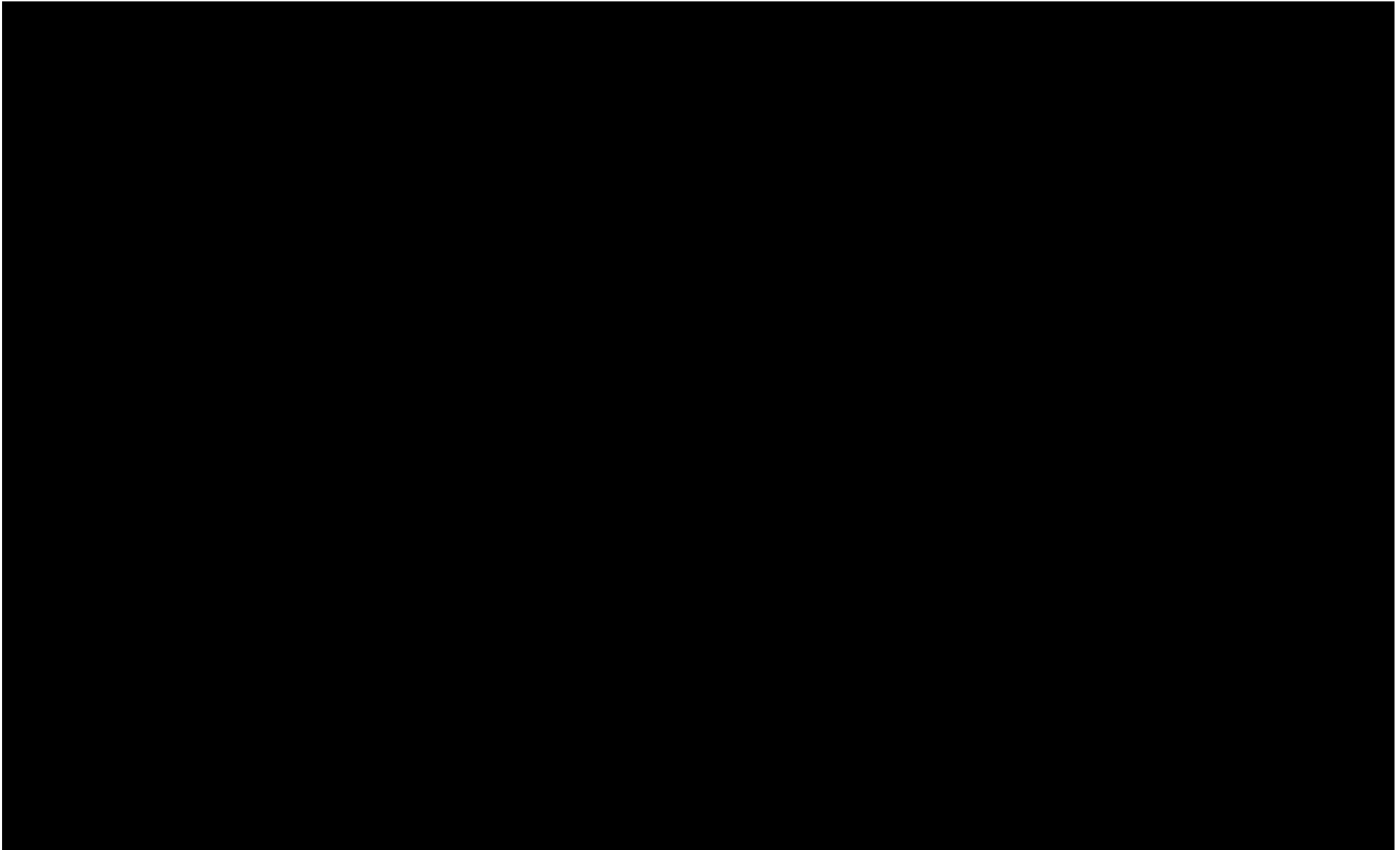
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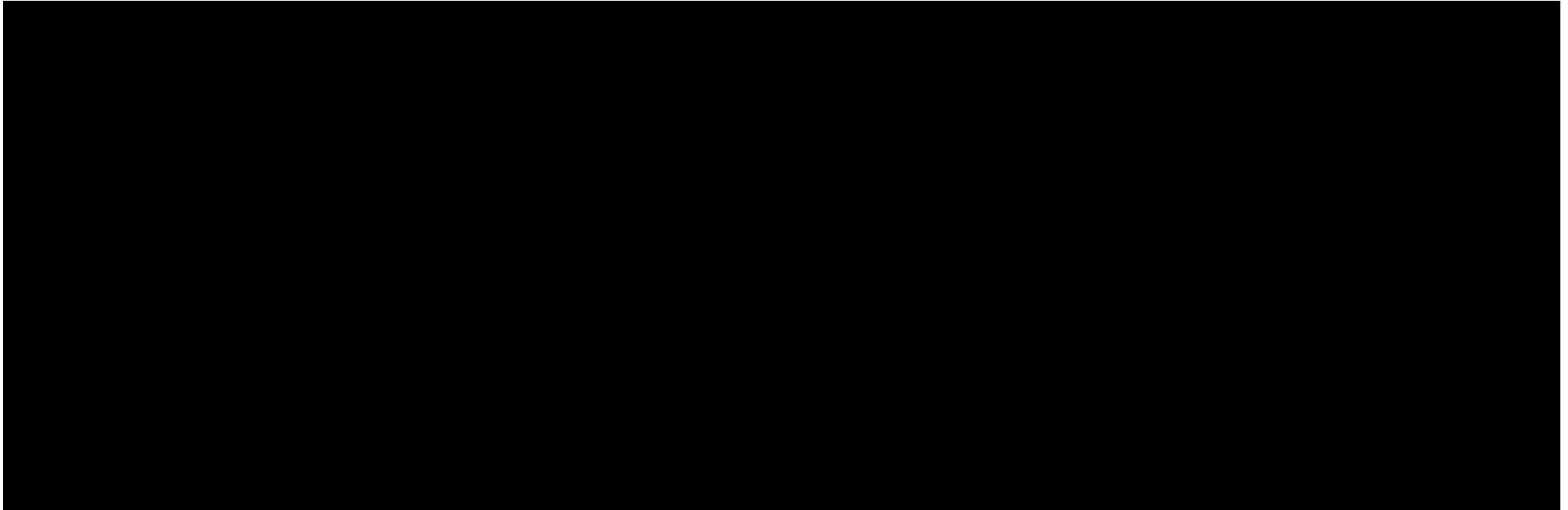
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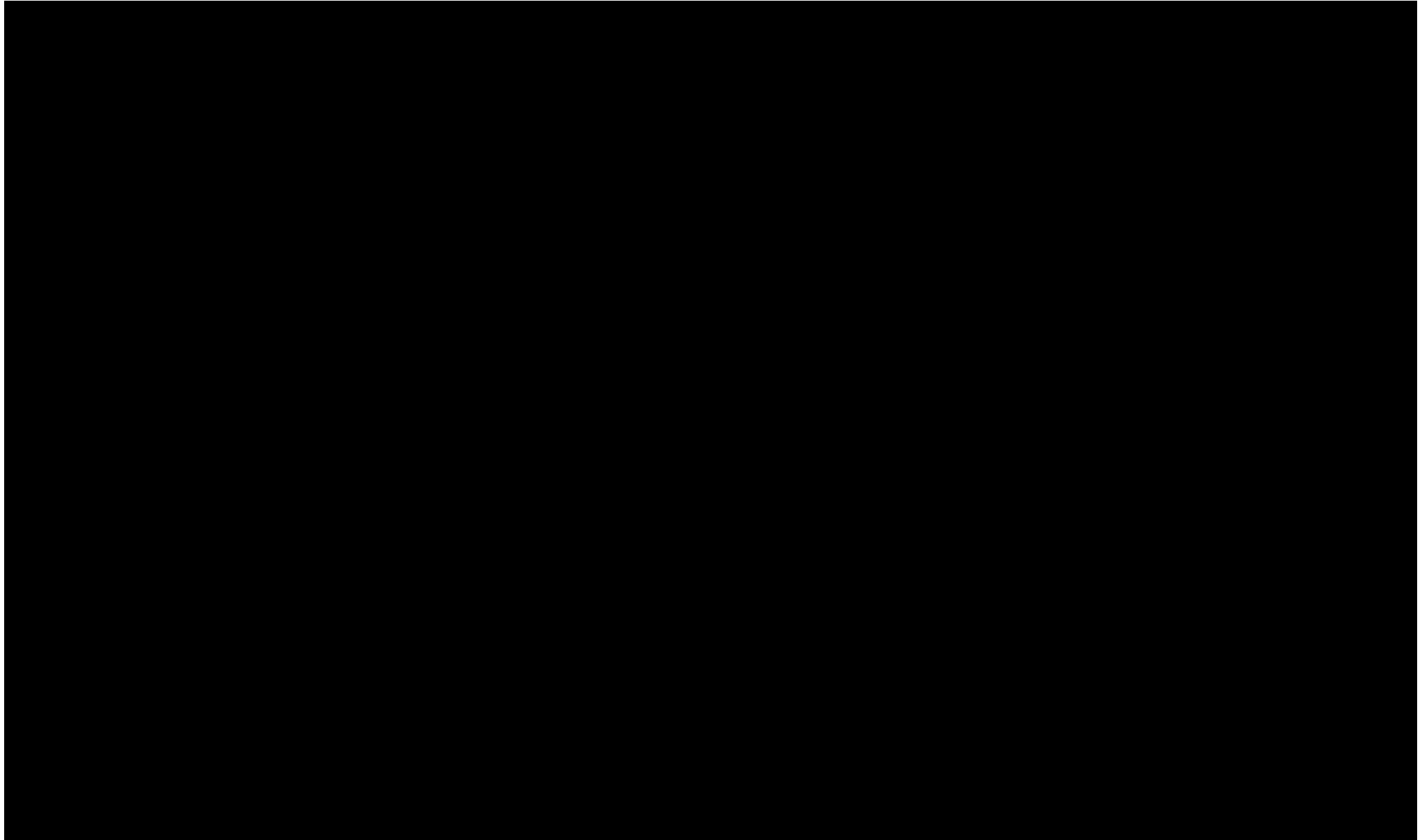
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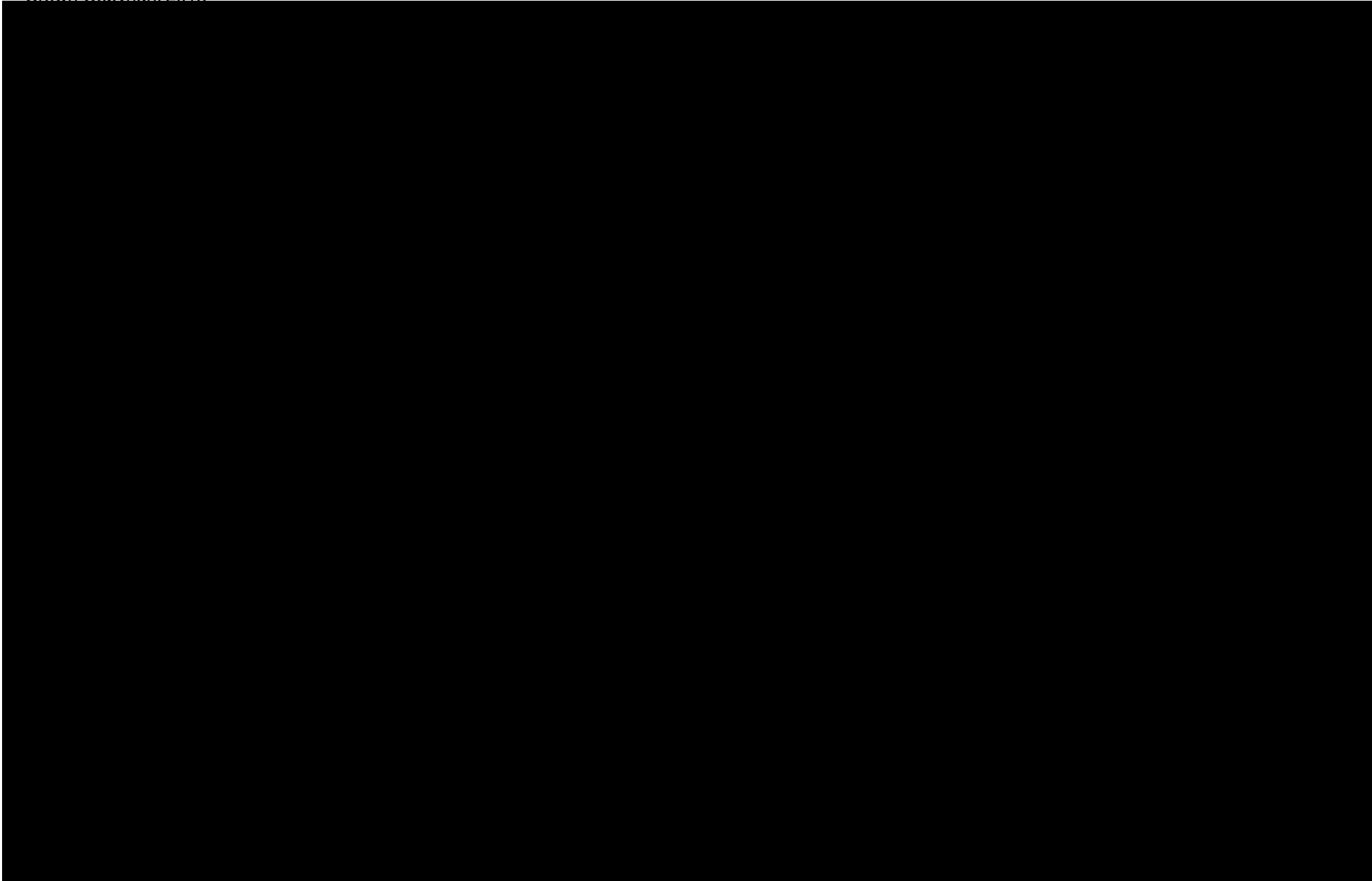
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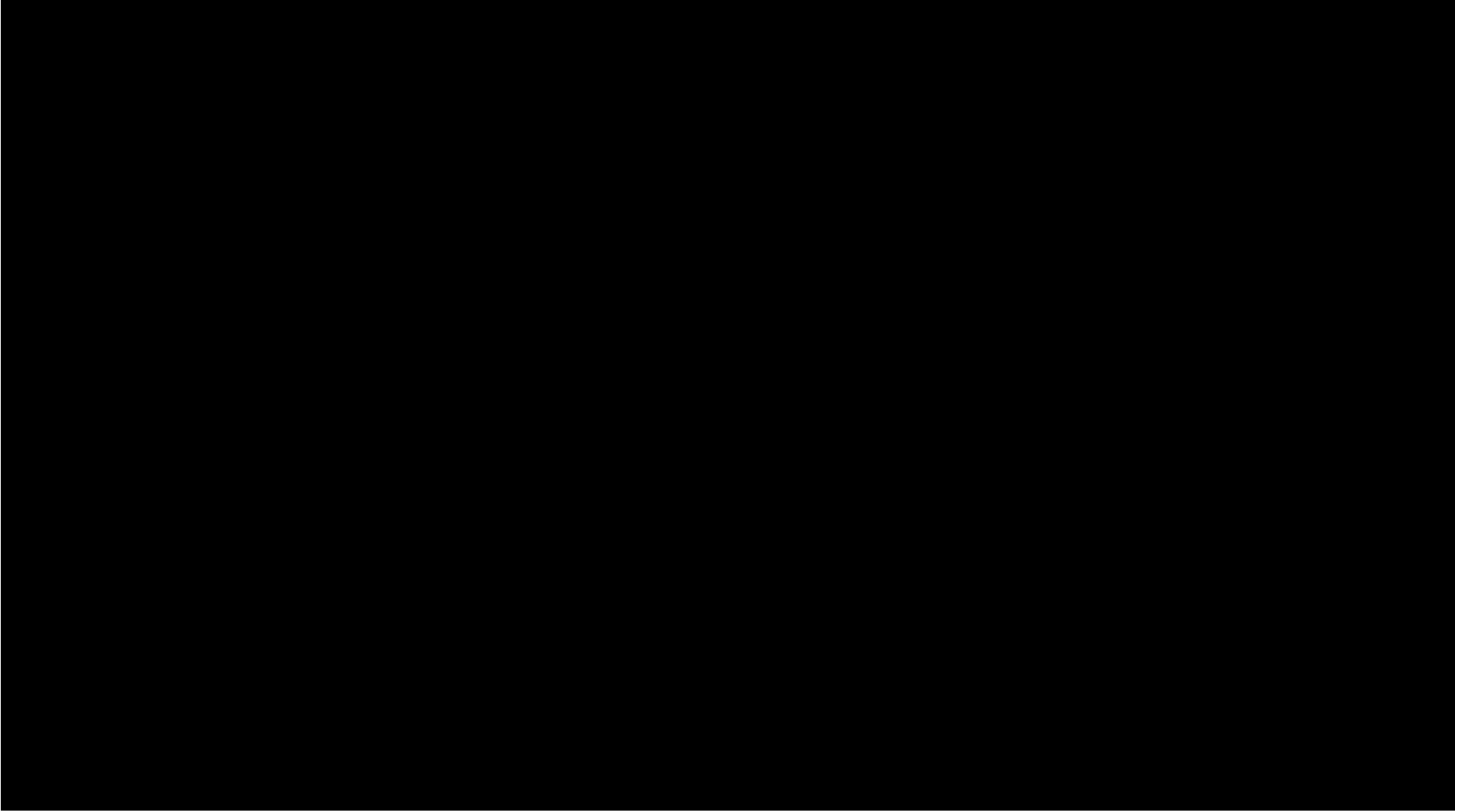
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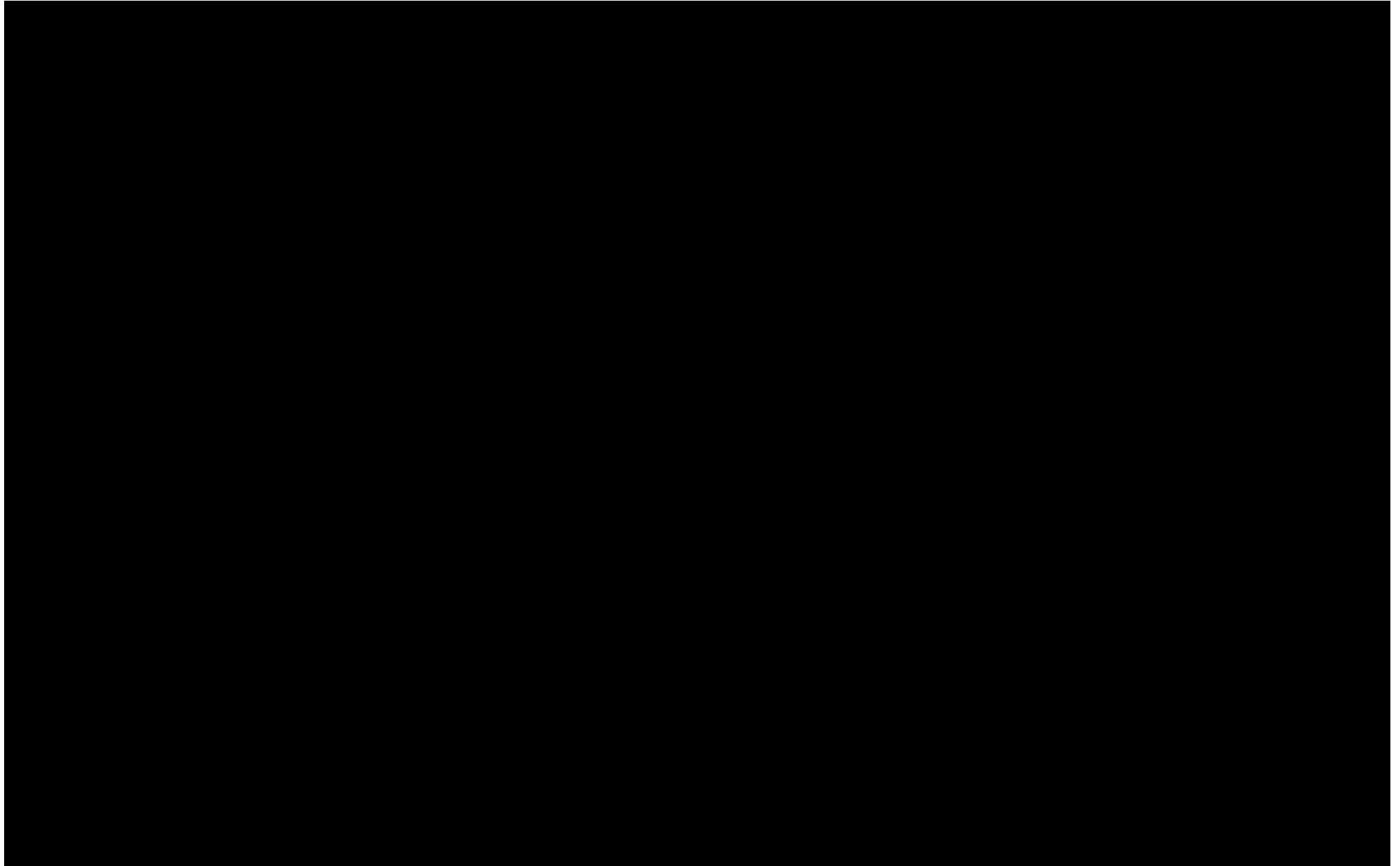
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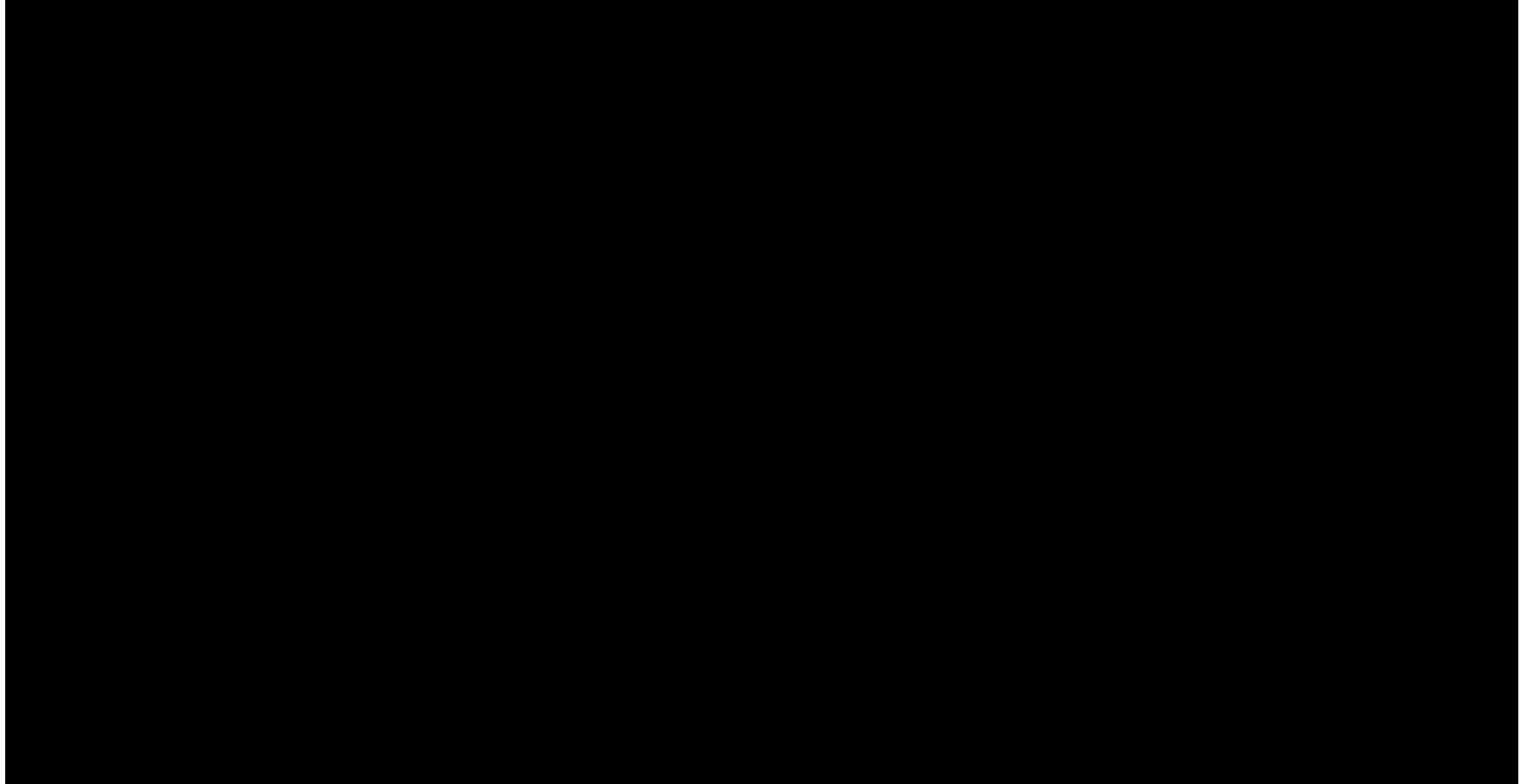
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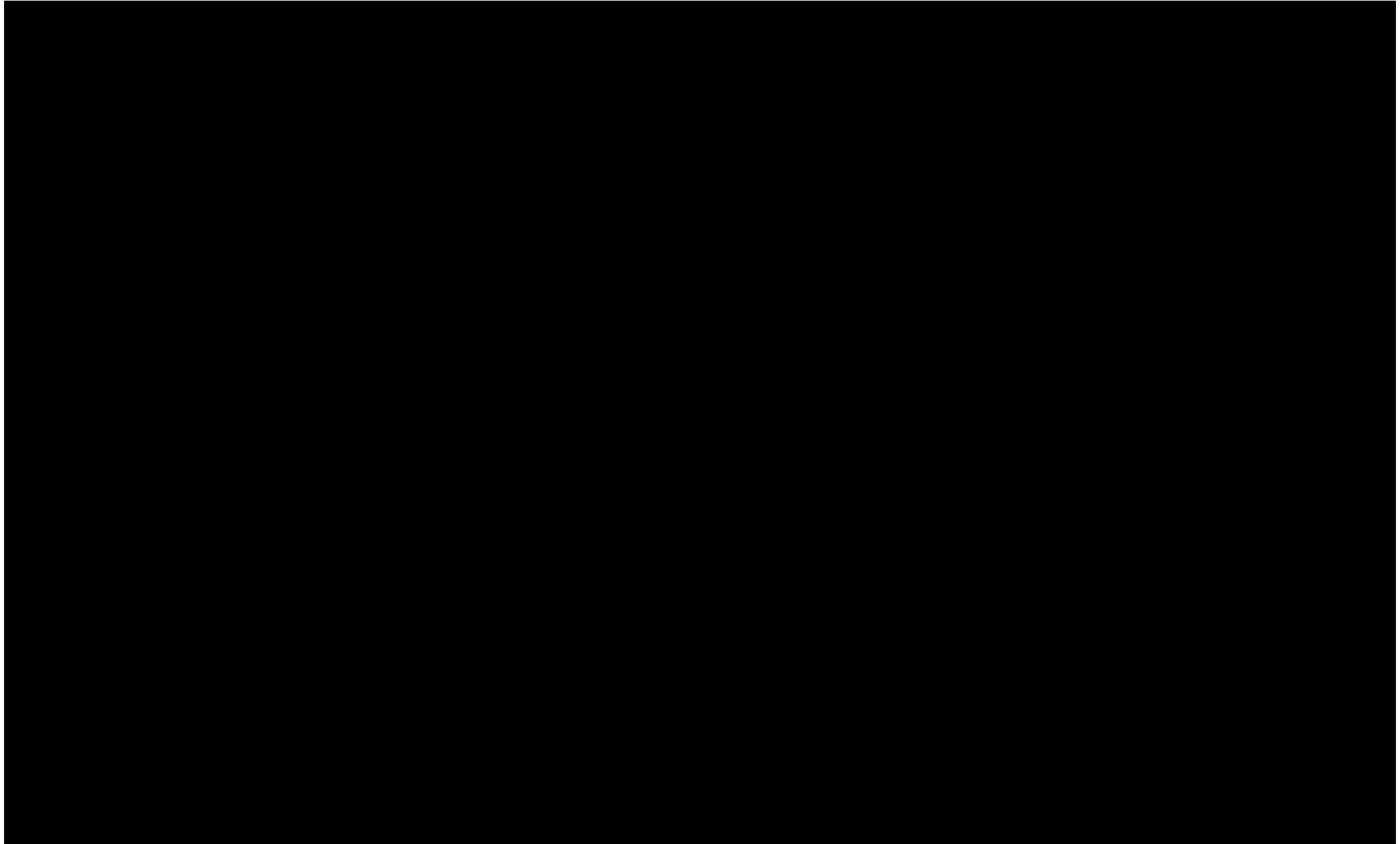
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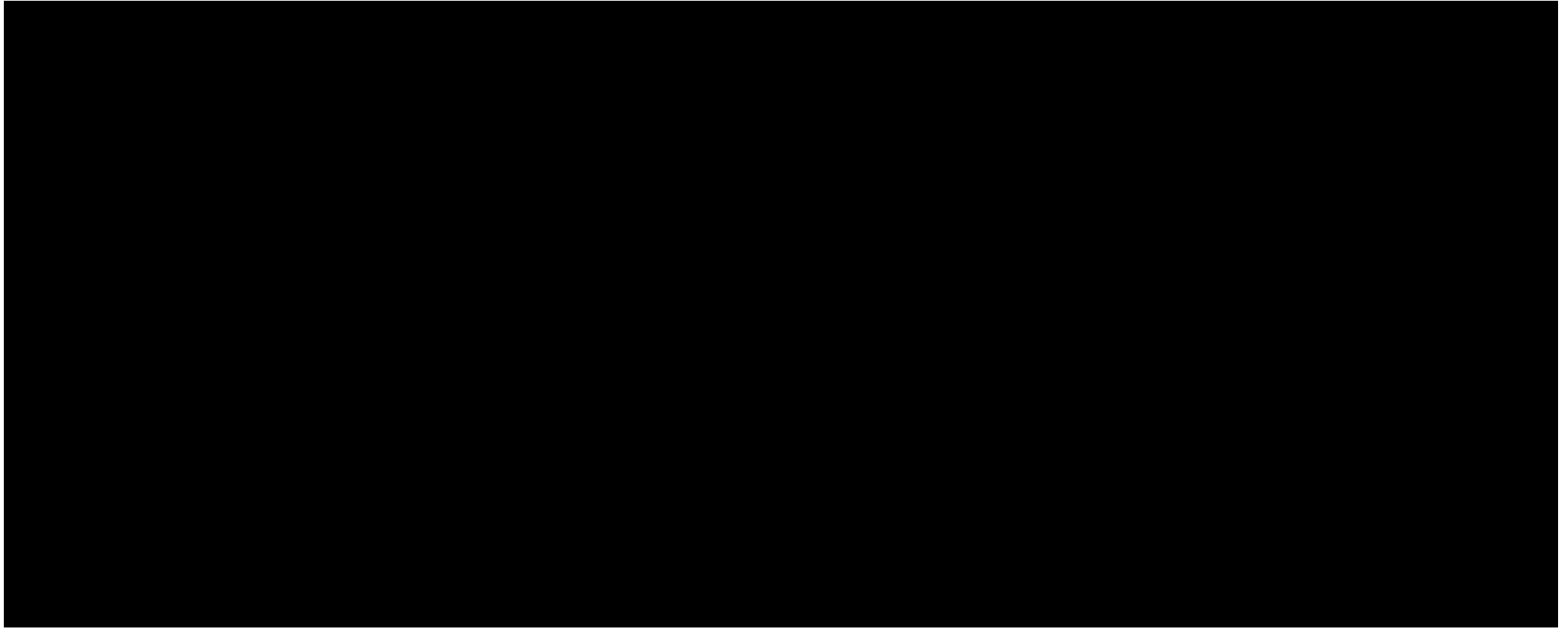
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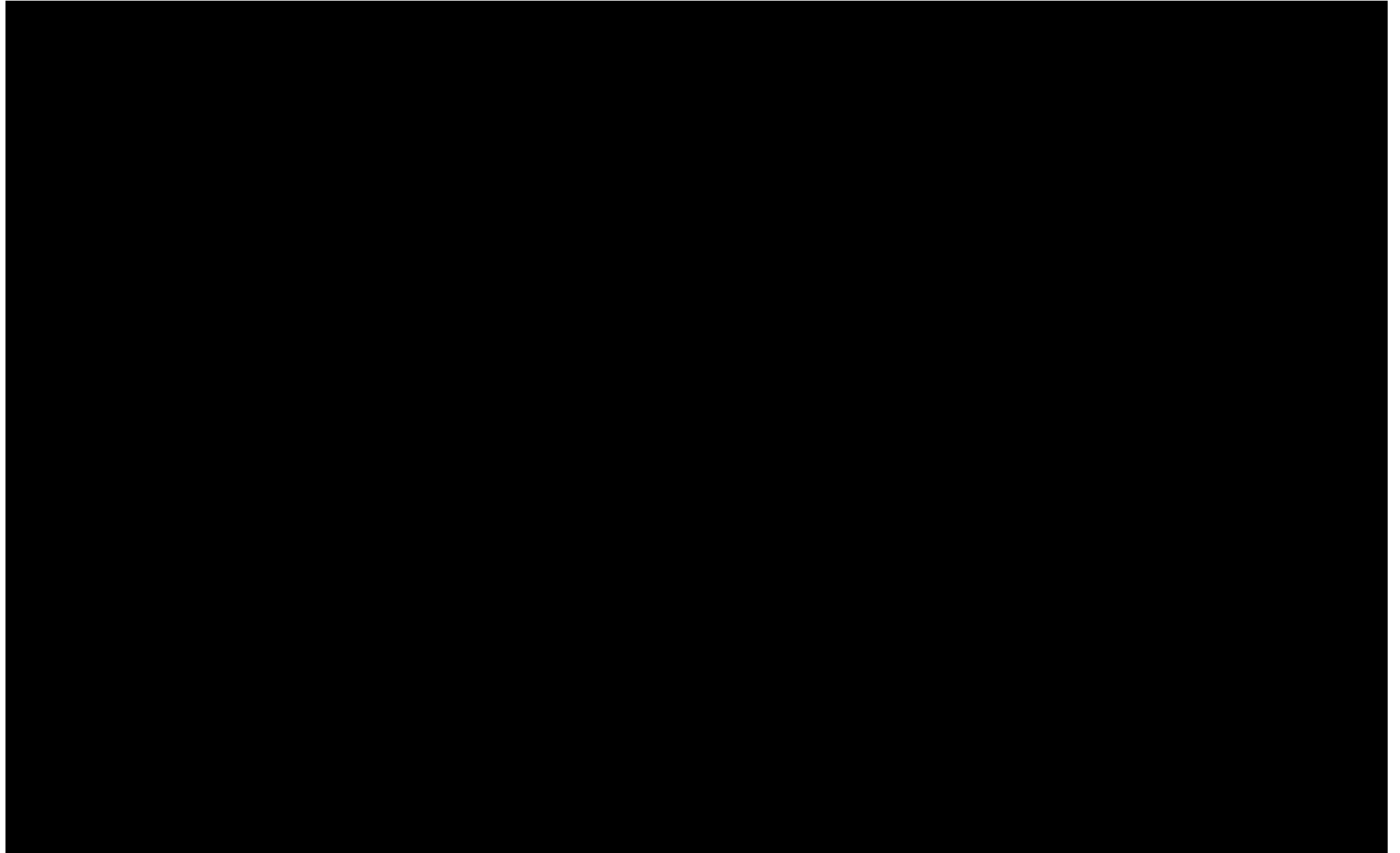
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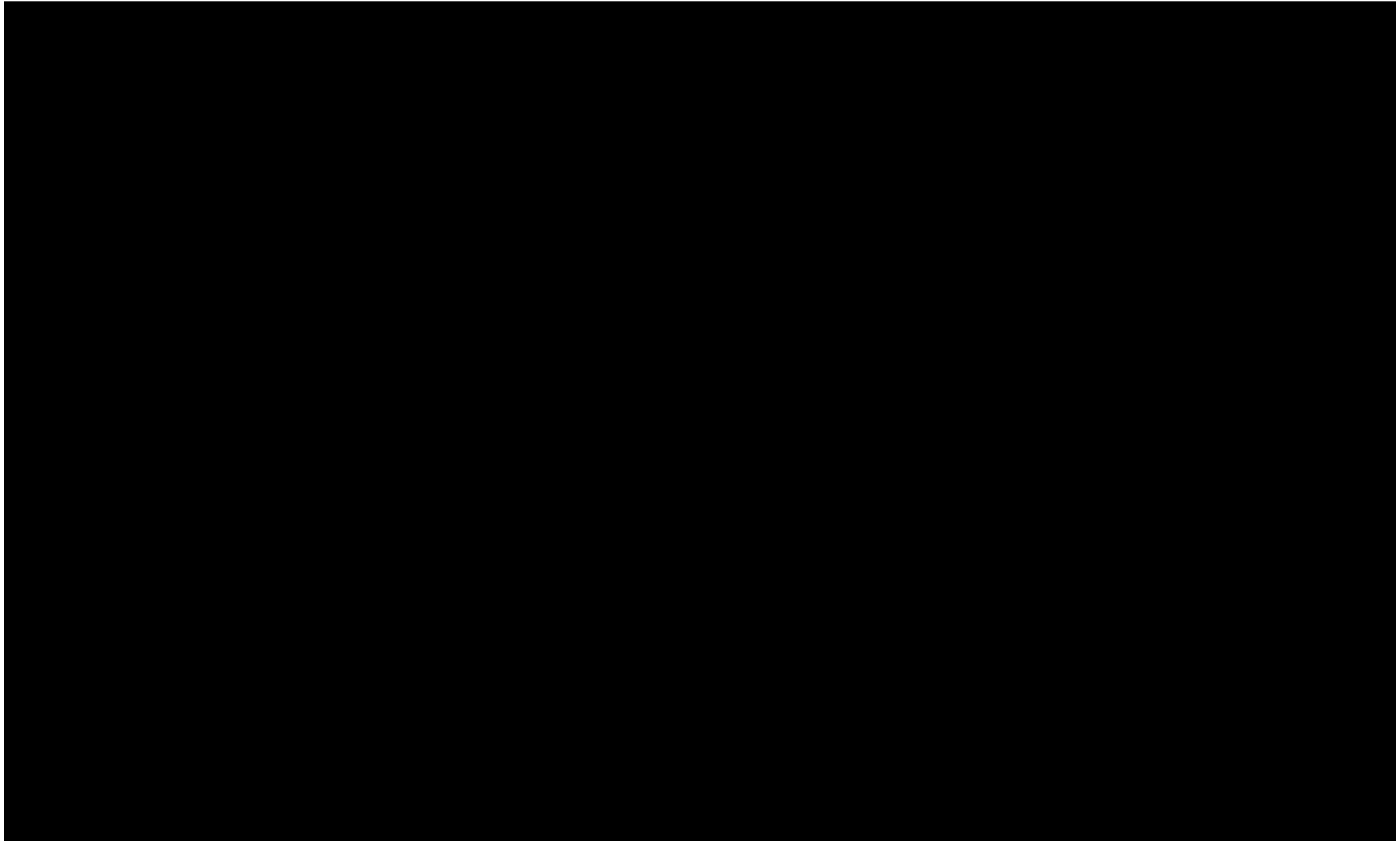
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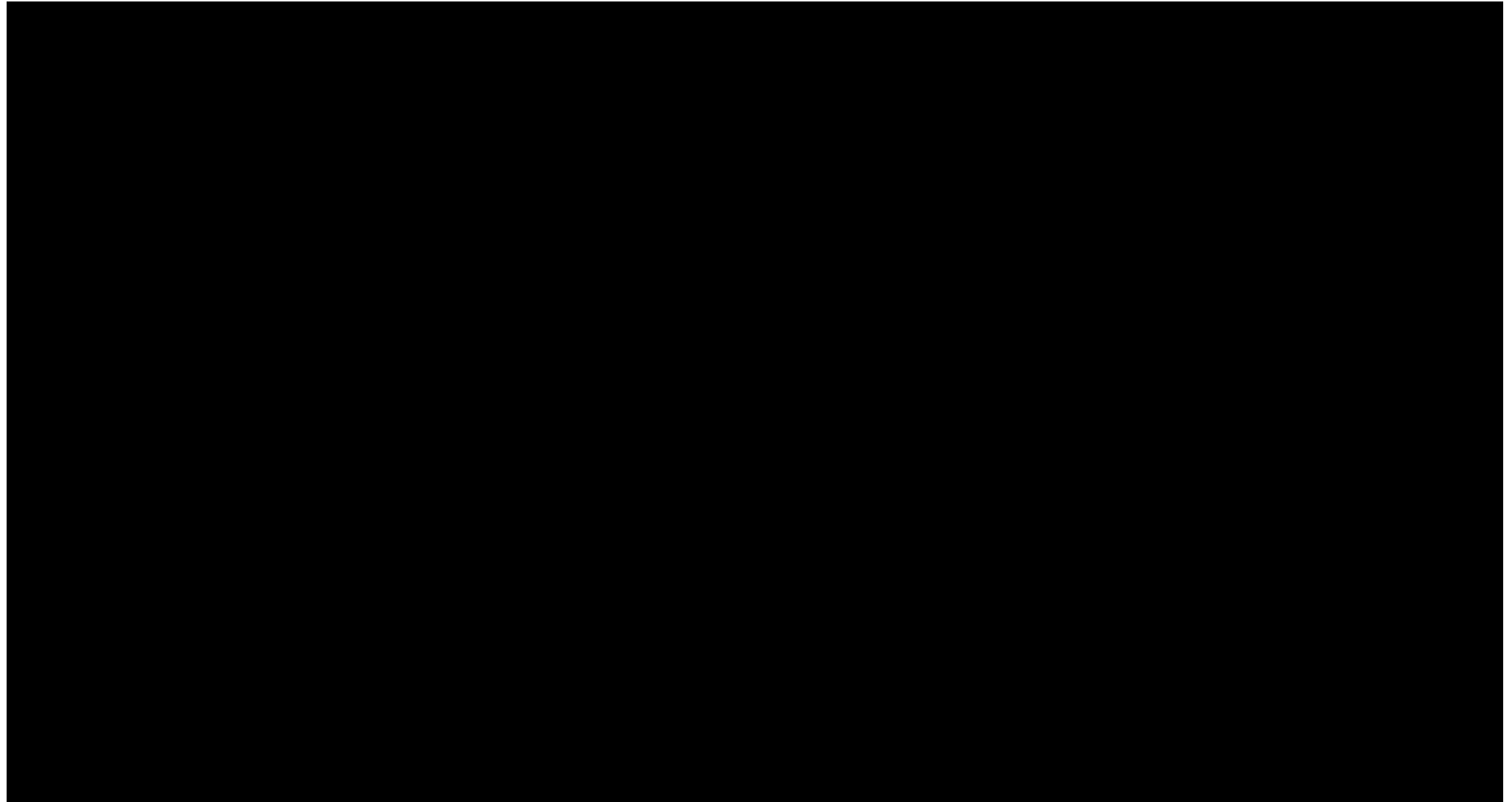
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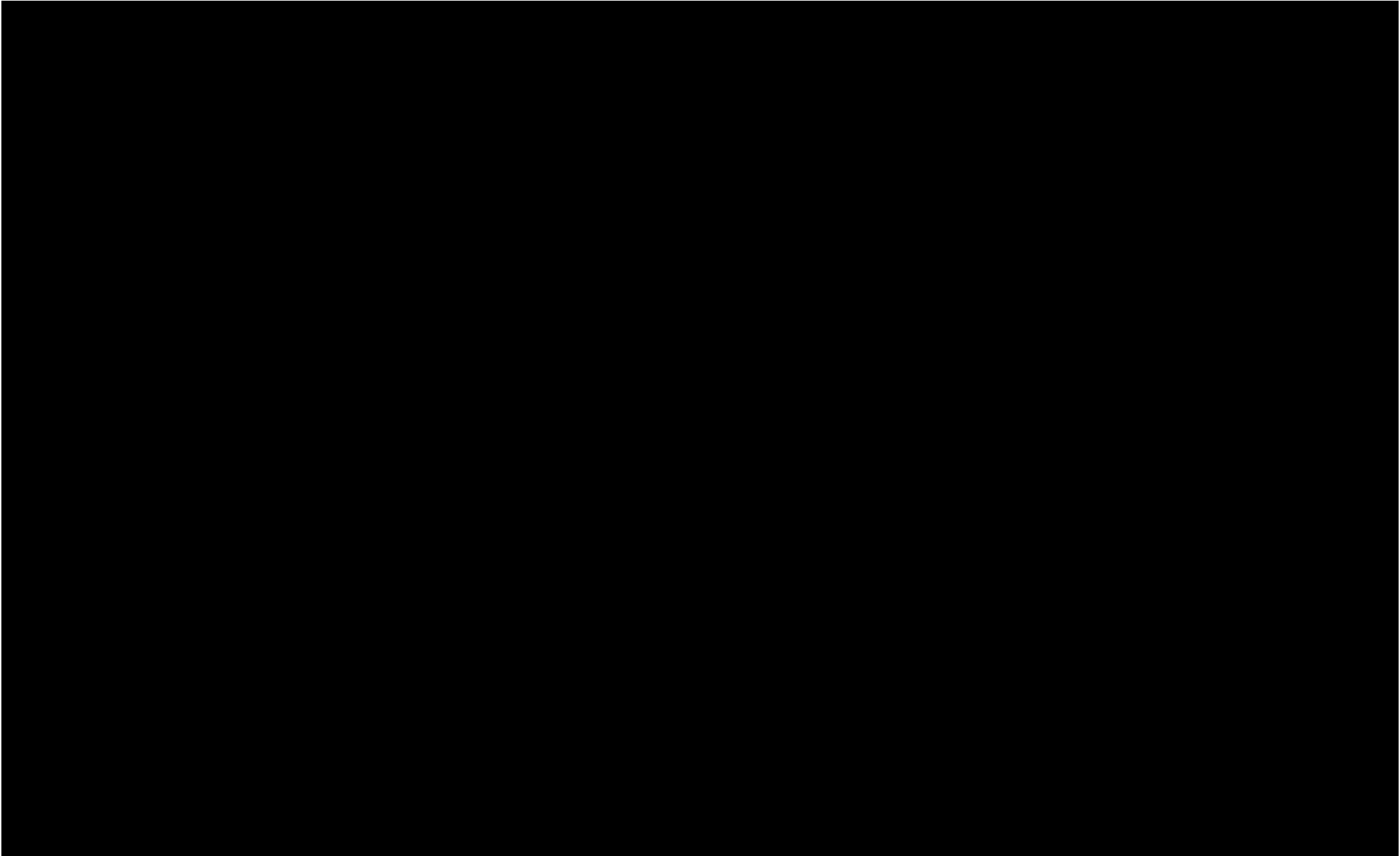


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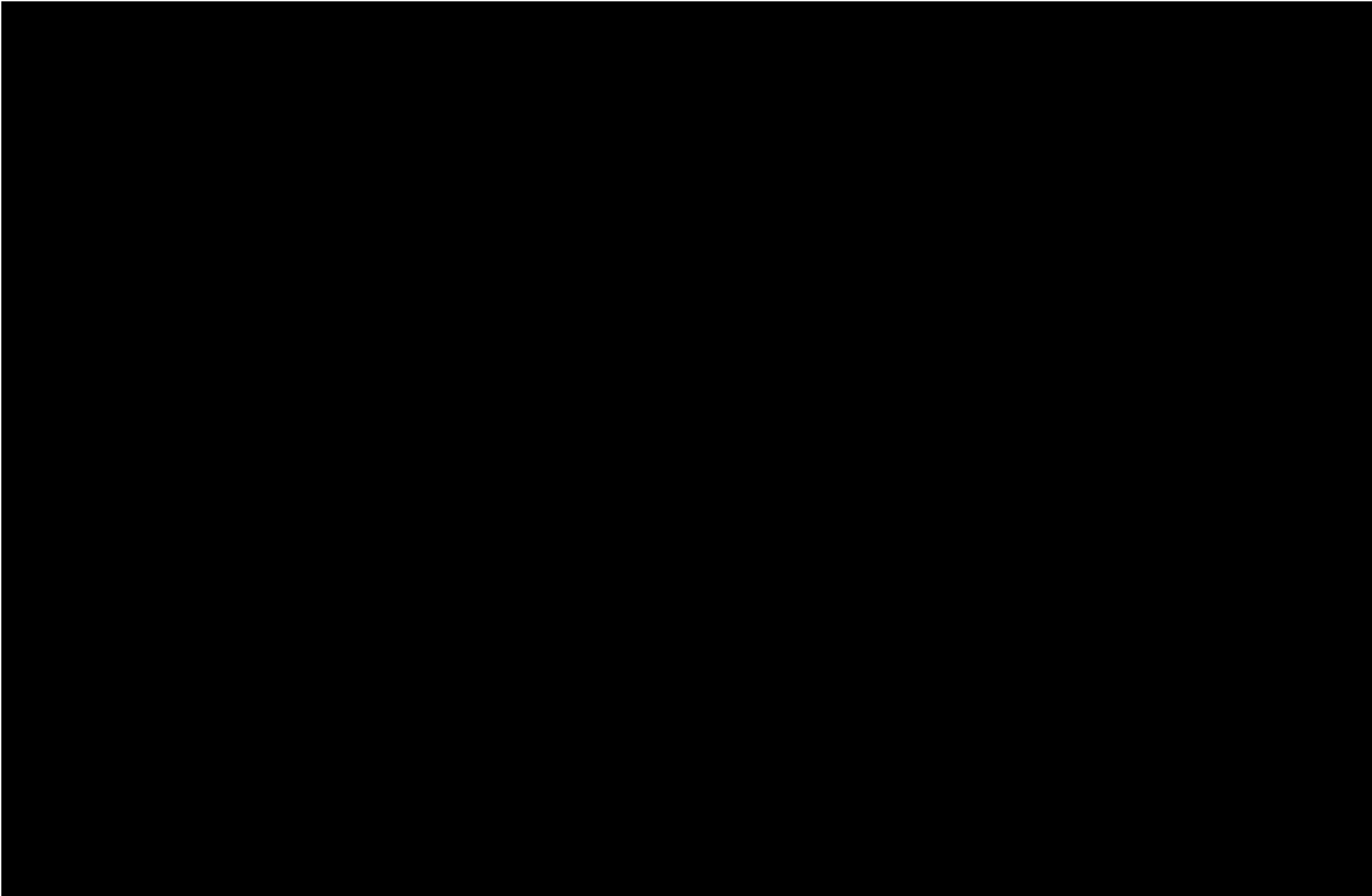
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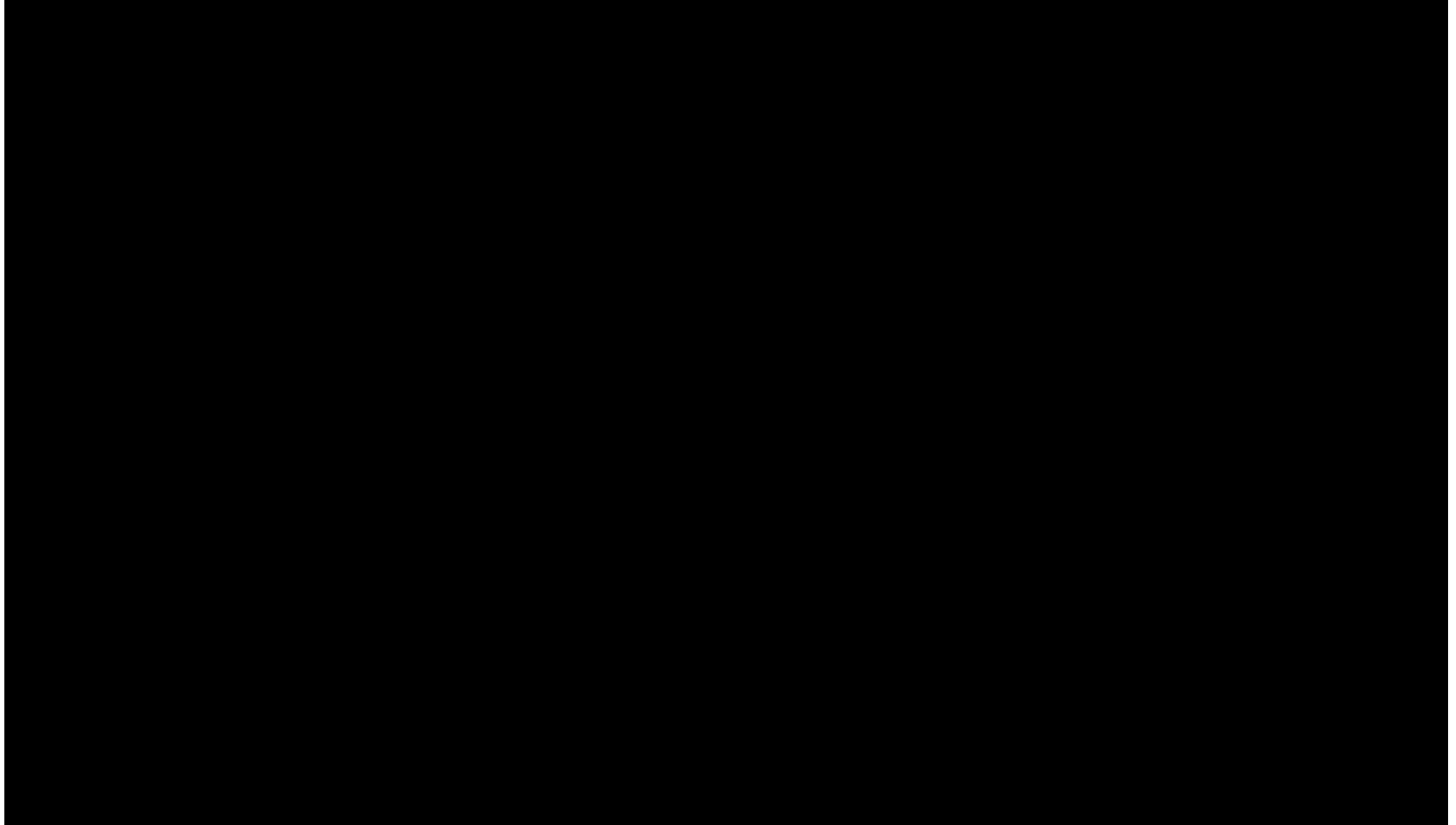


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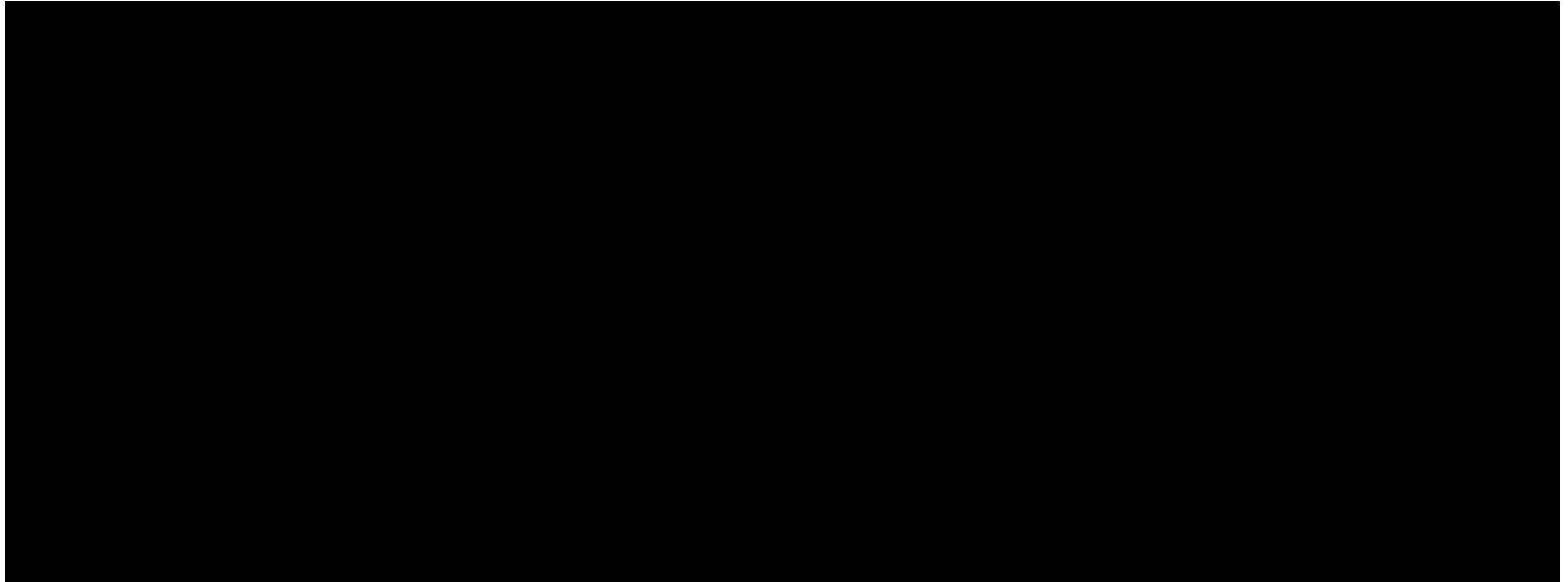
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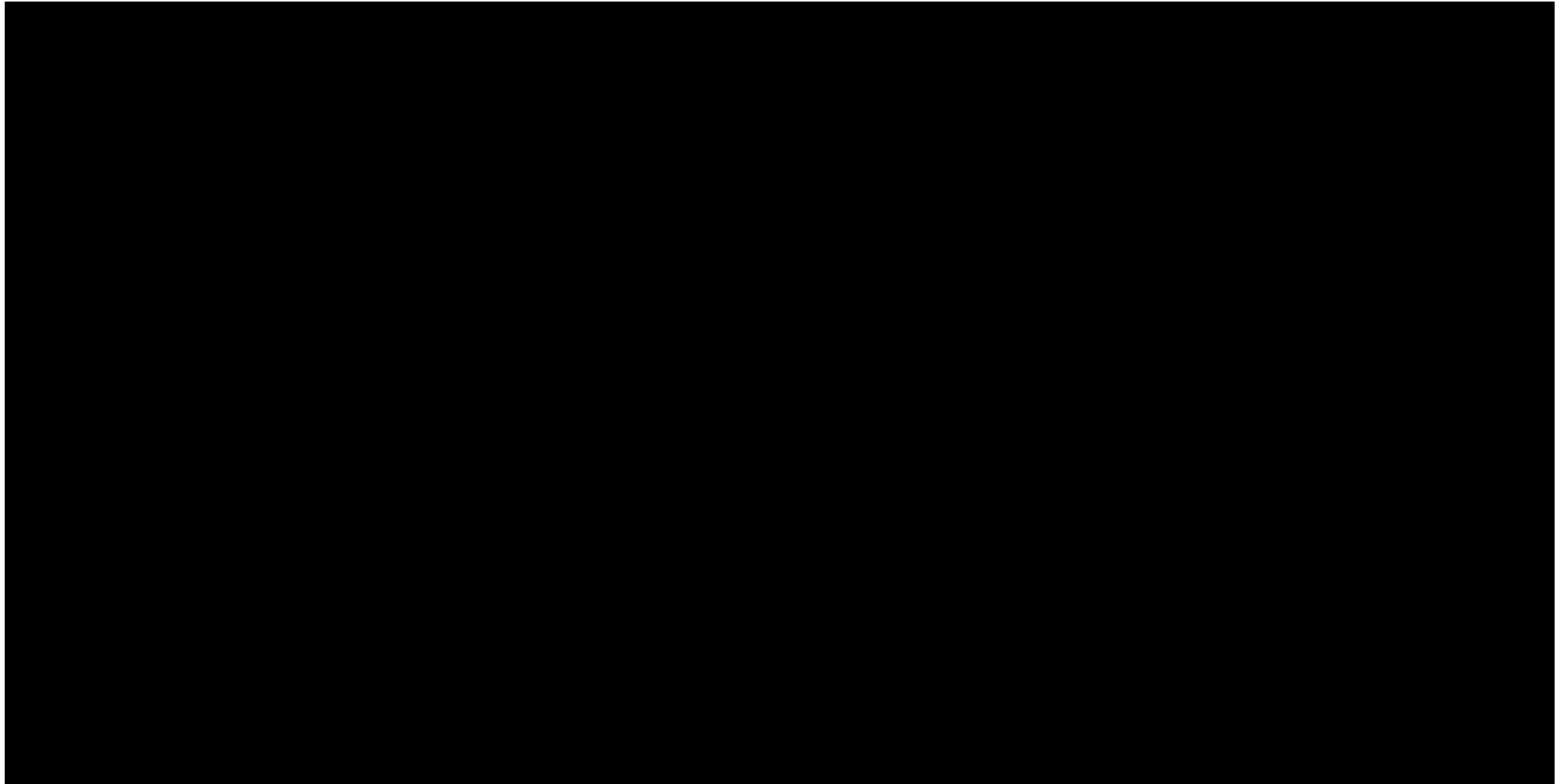
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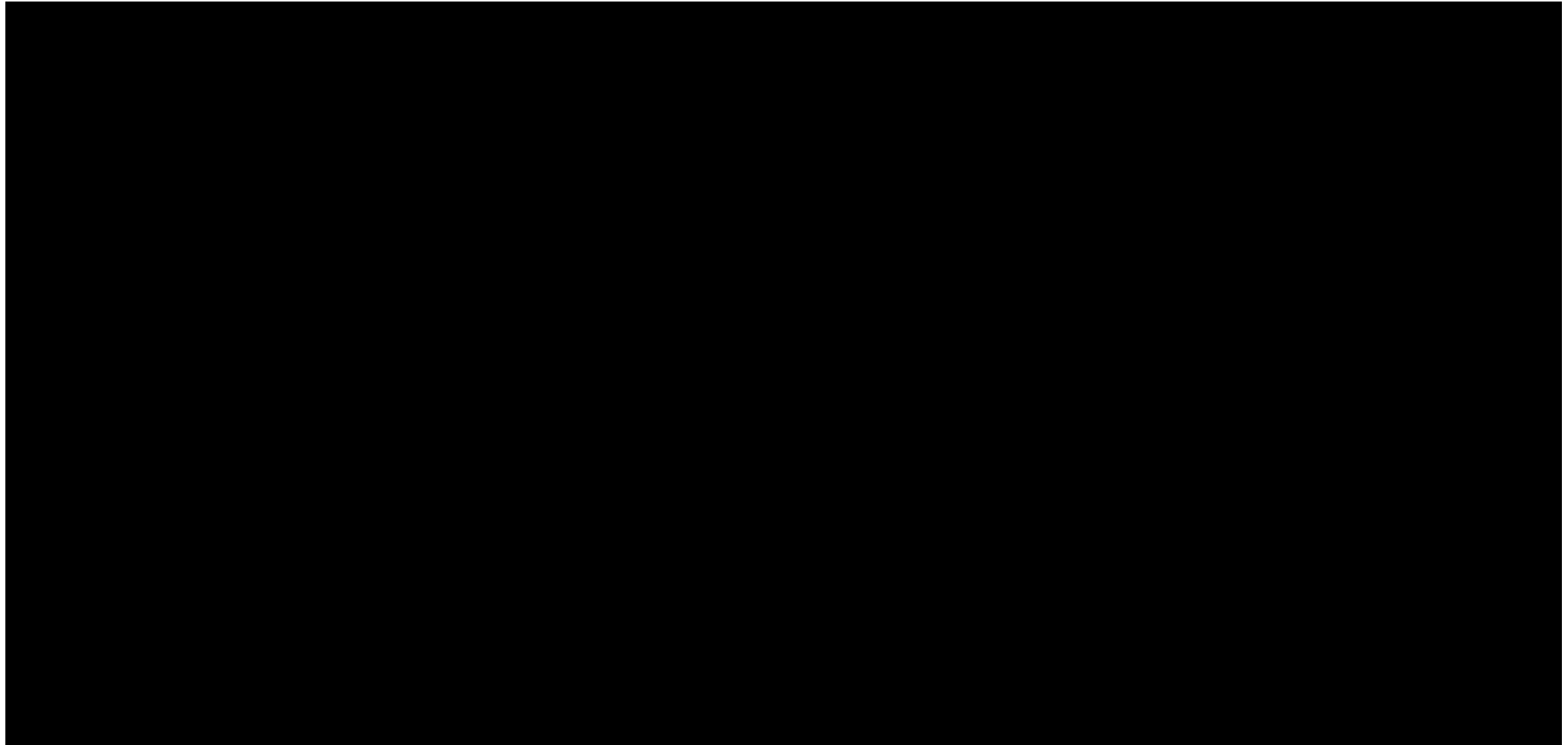
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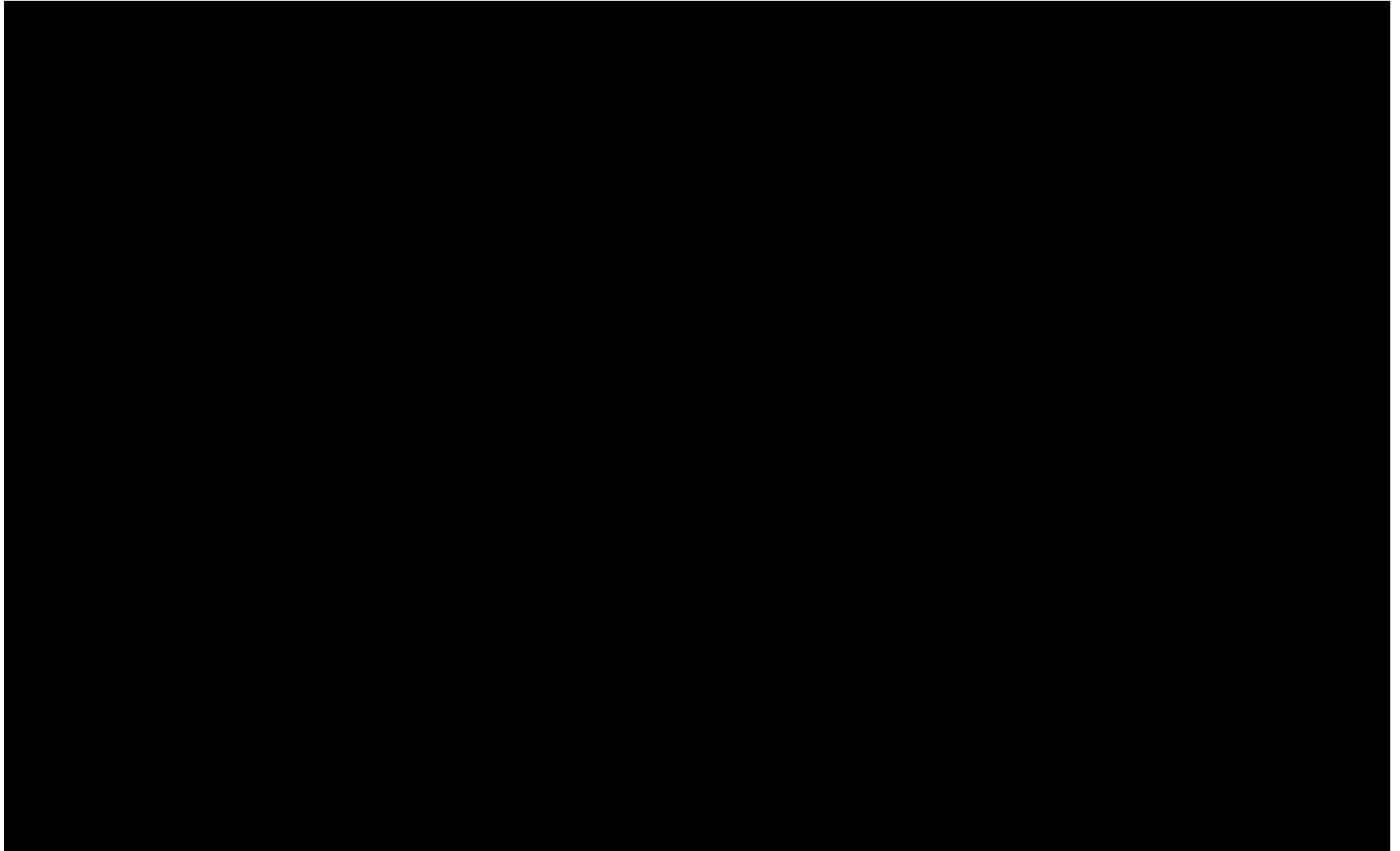
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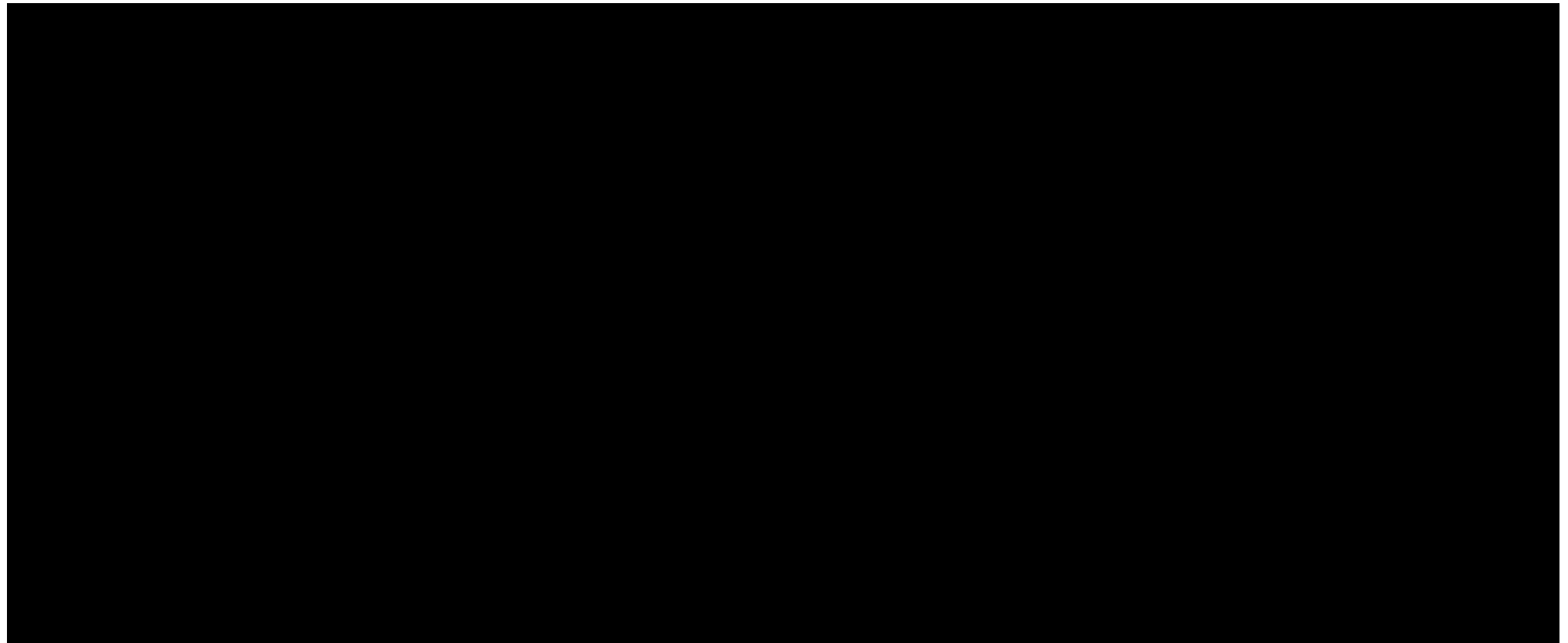
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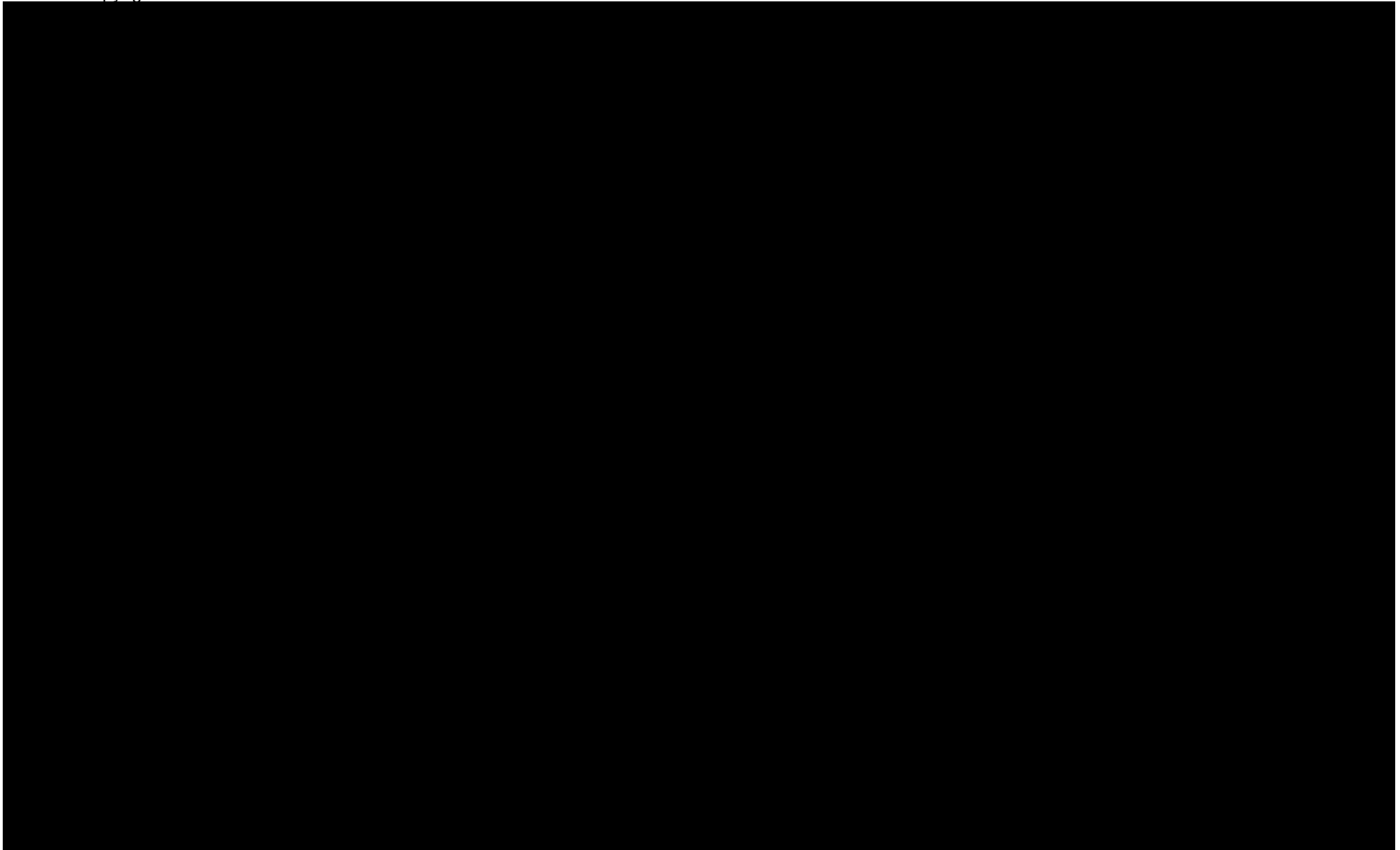
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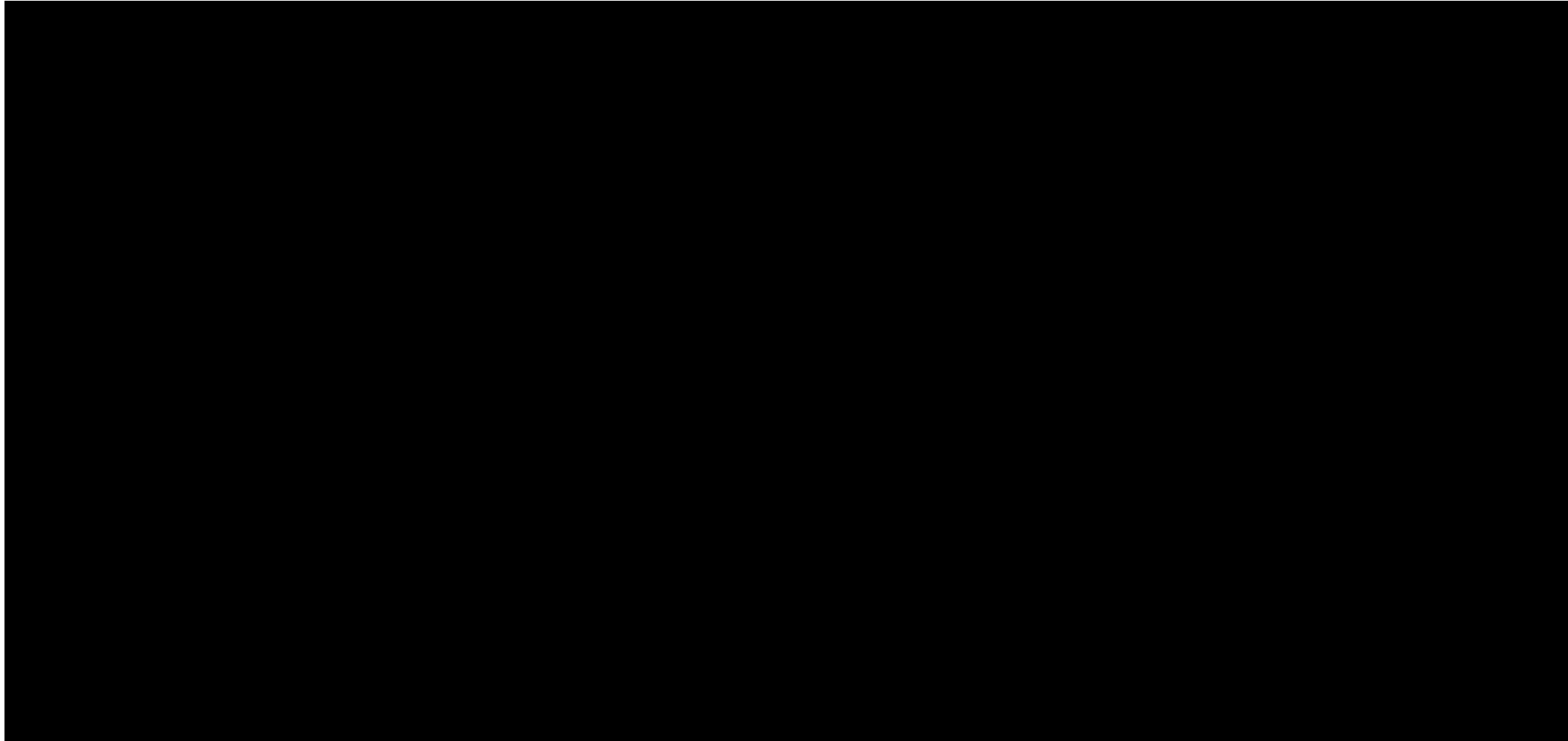
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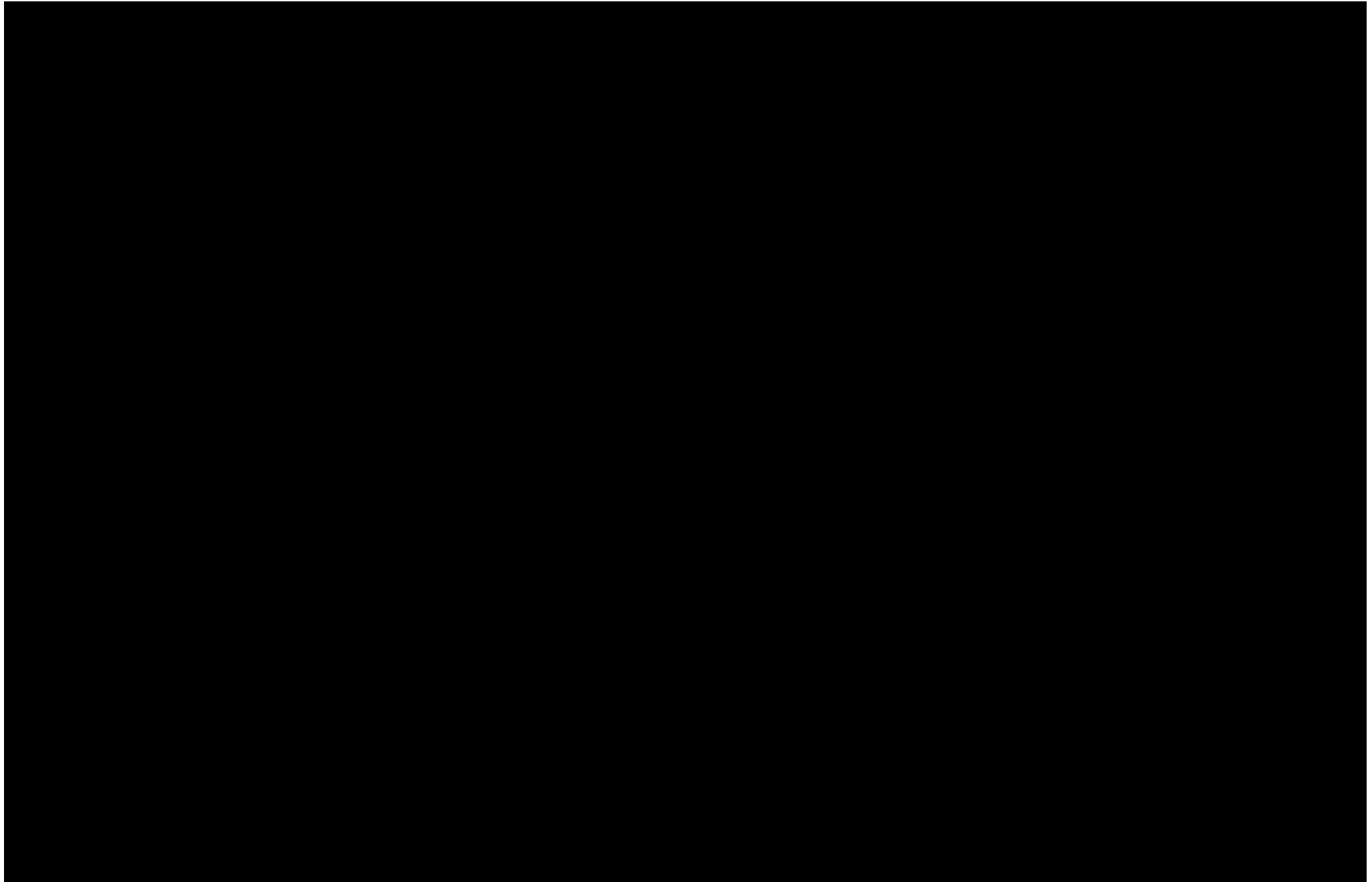
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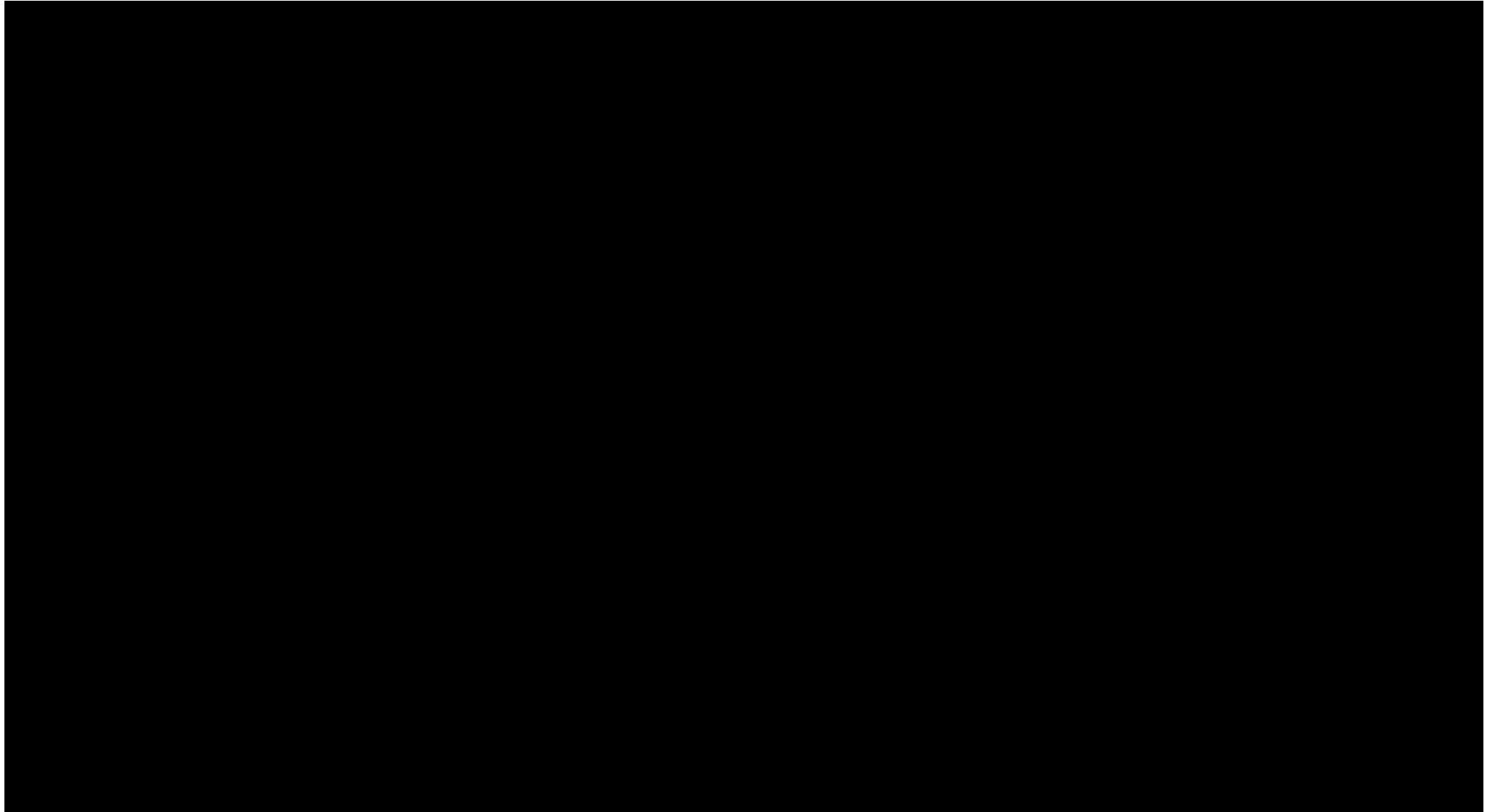
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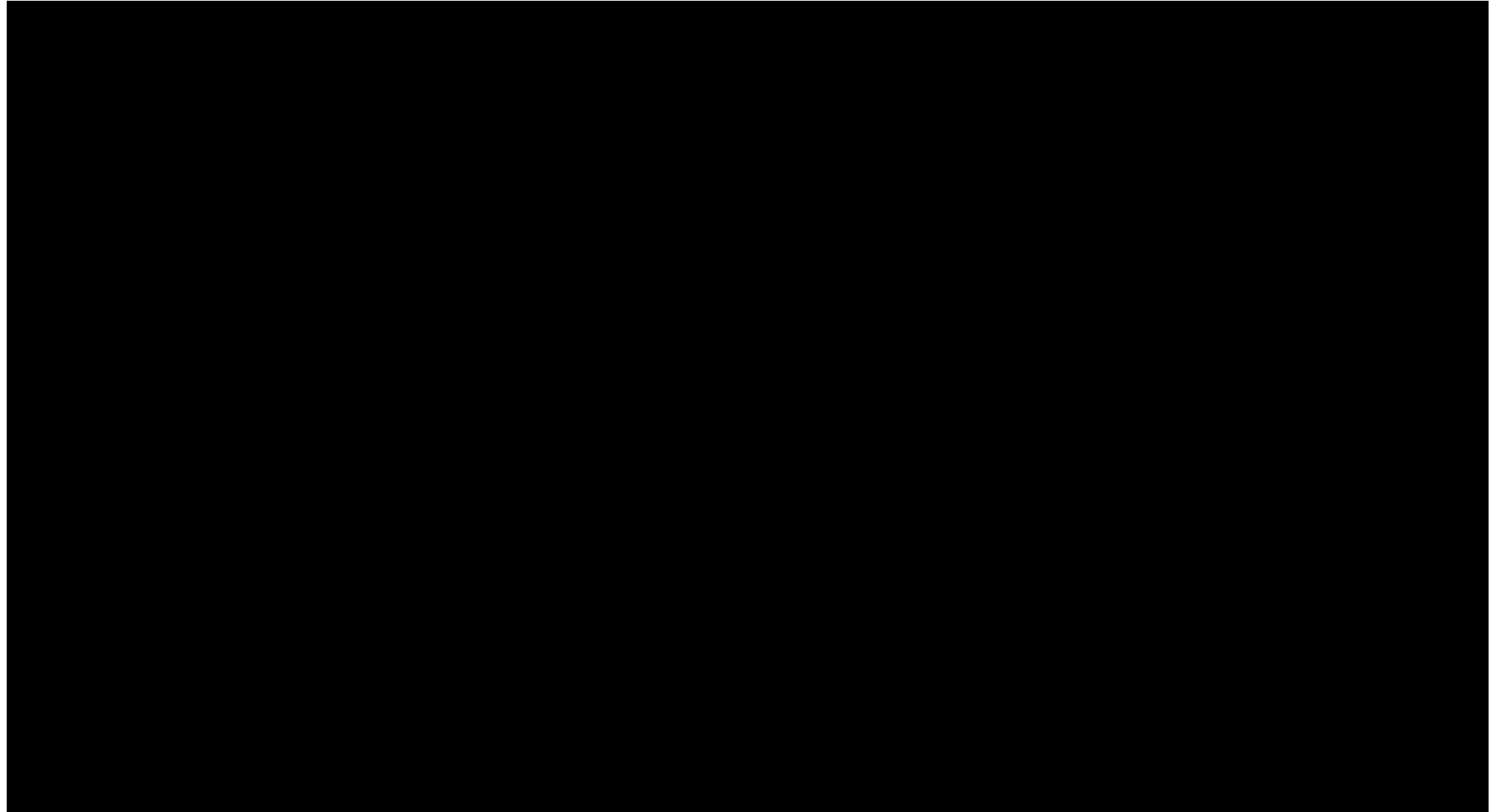
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Framework Schedule 6 (Order Form Template and Call-Off Schedules)

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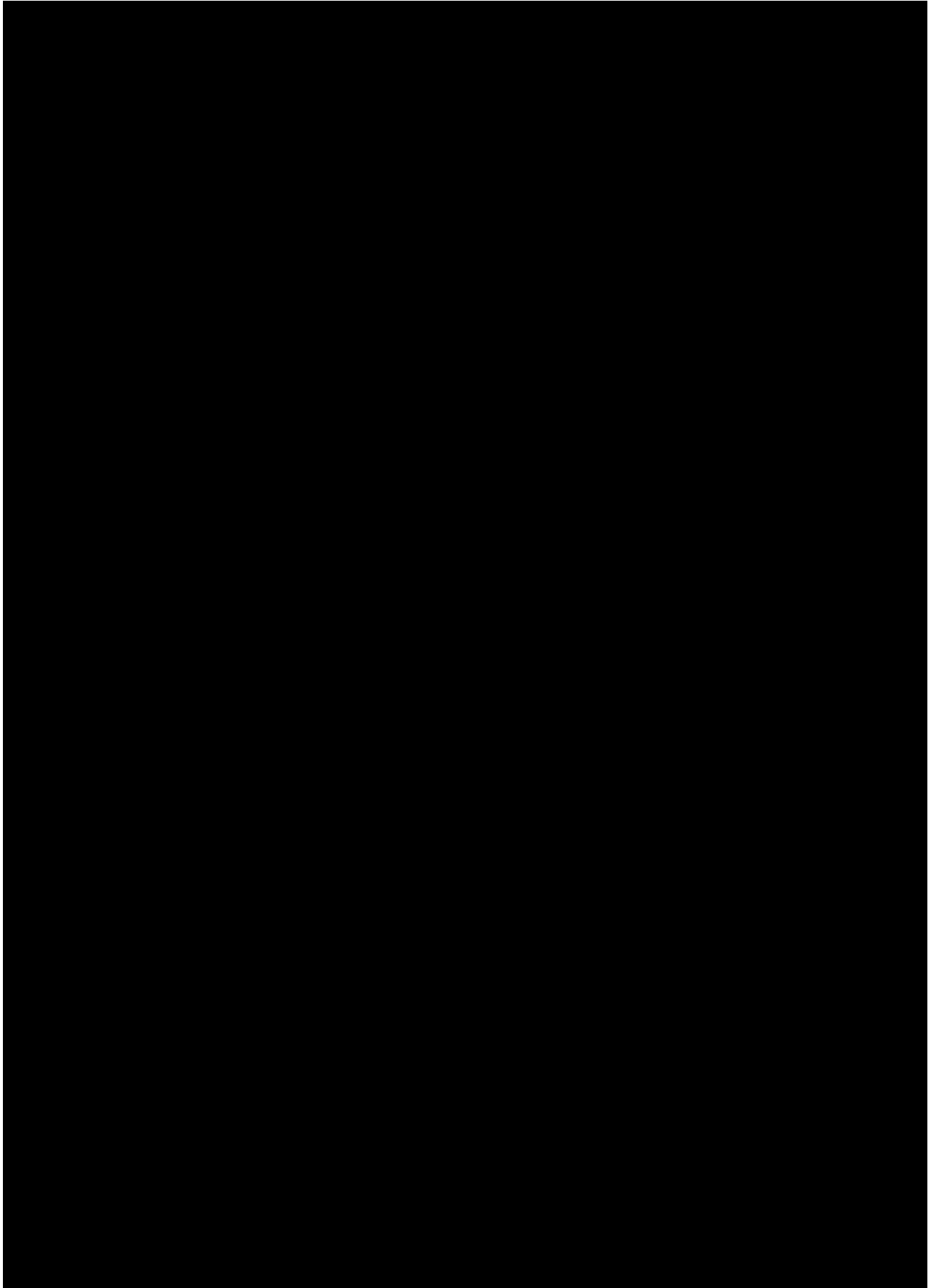


Framework Schedule 6 (Order Form Template and Call-Off Schedules)

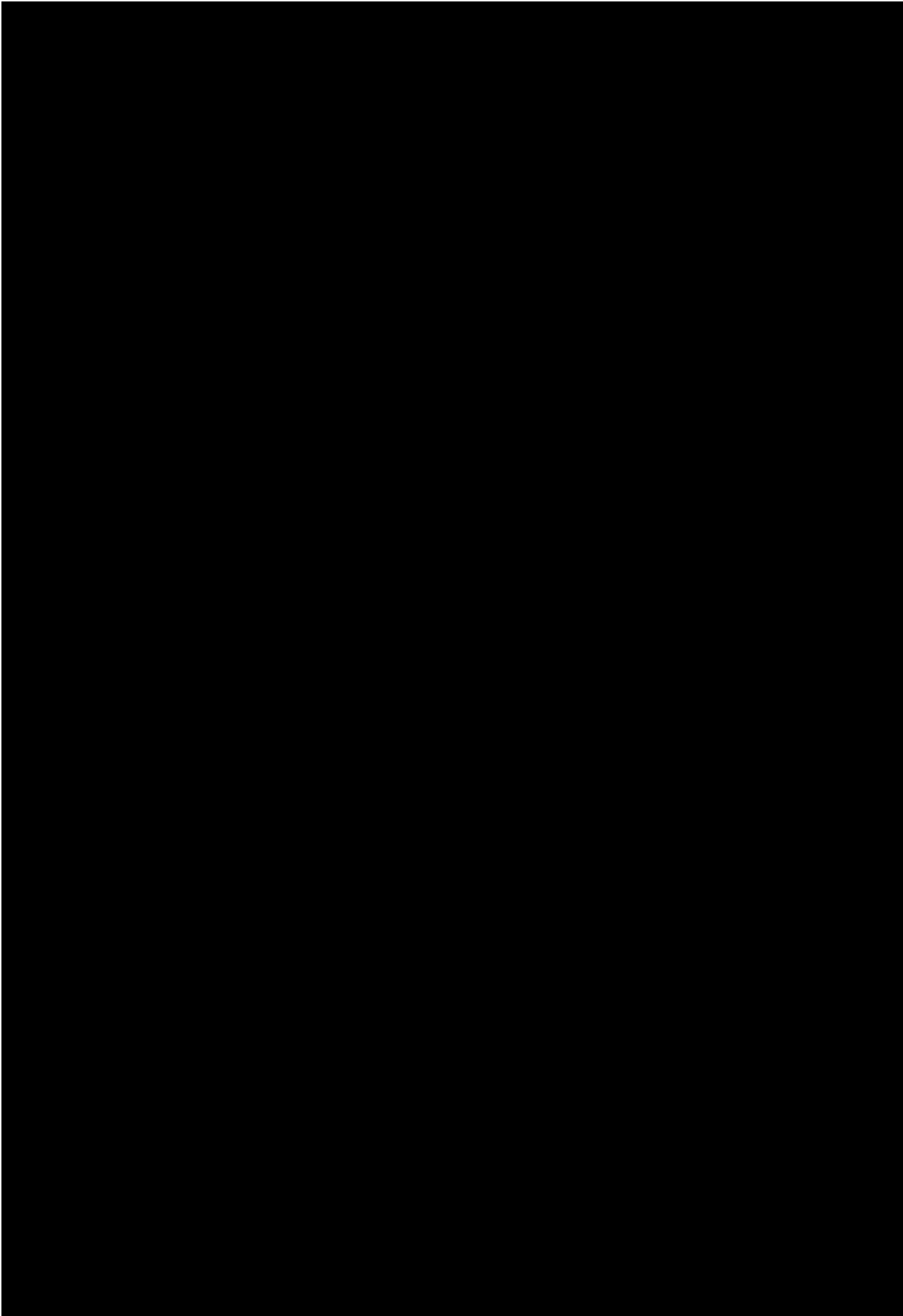
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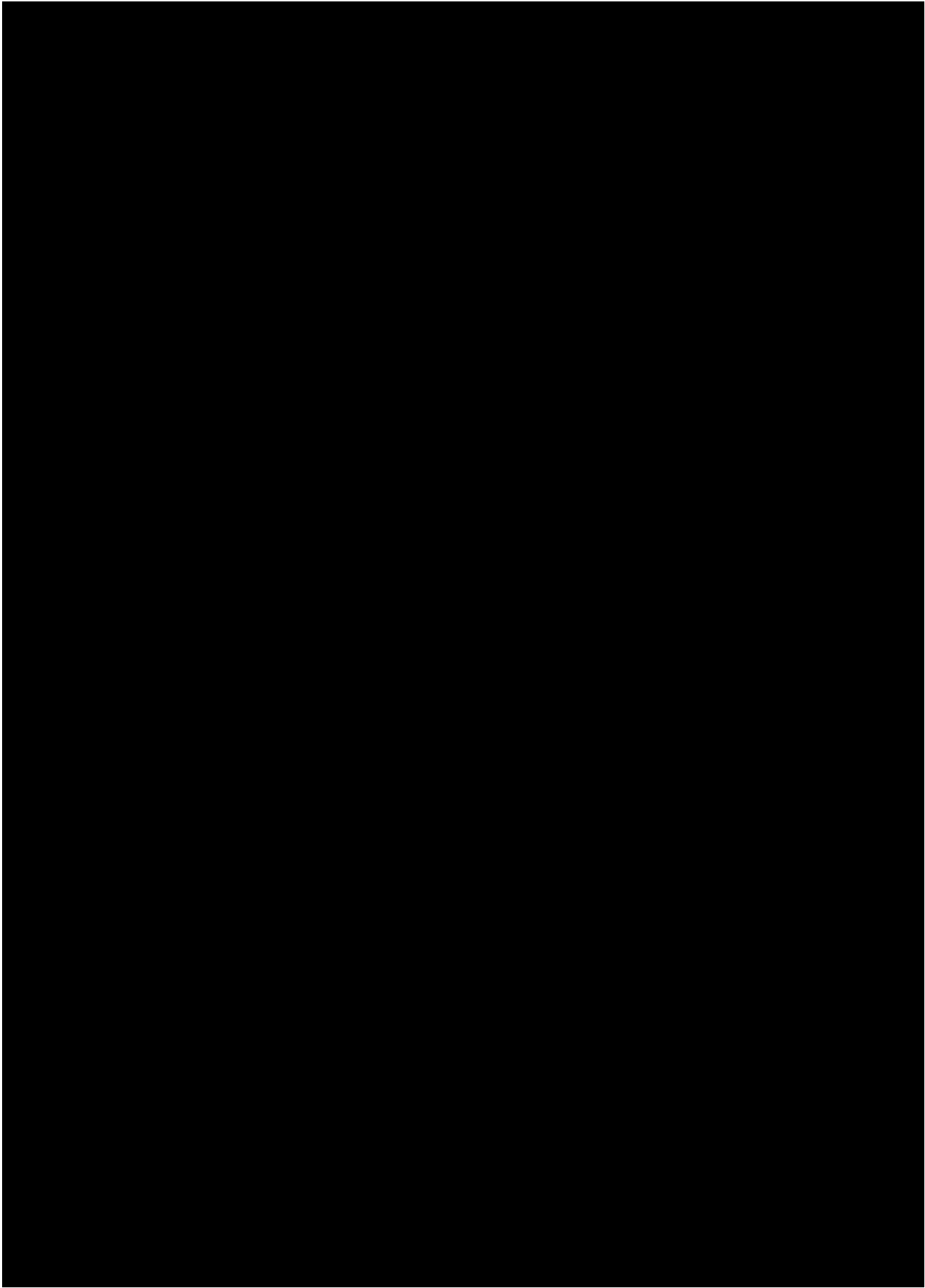
Annex A to Call-Off Schedule 4 (Call-Off Tender) – Supplier Dependencies



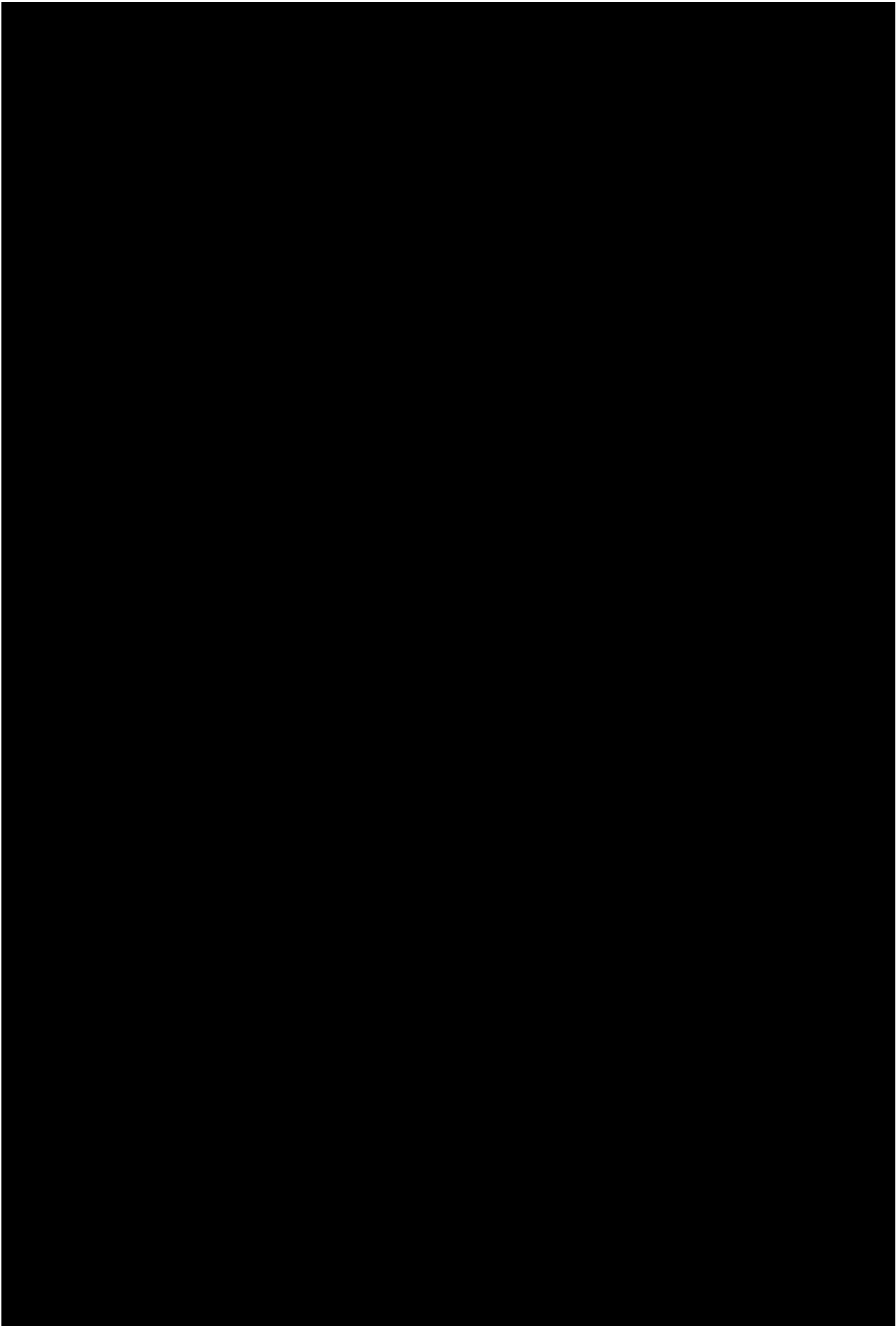
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Model Version: v3.1



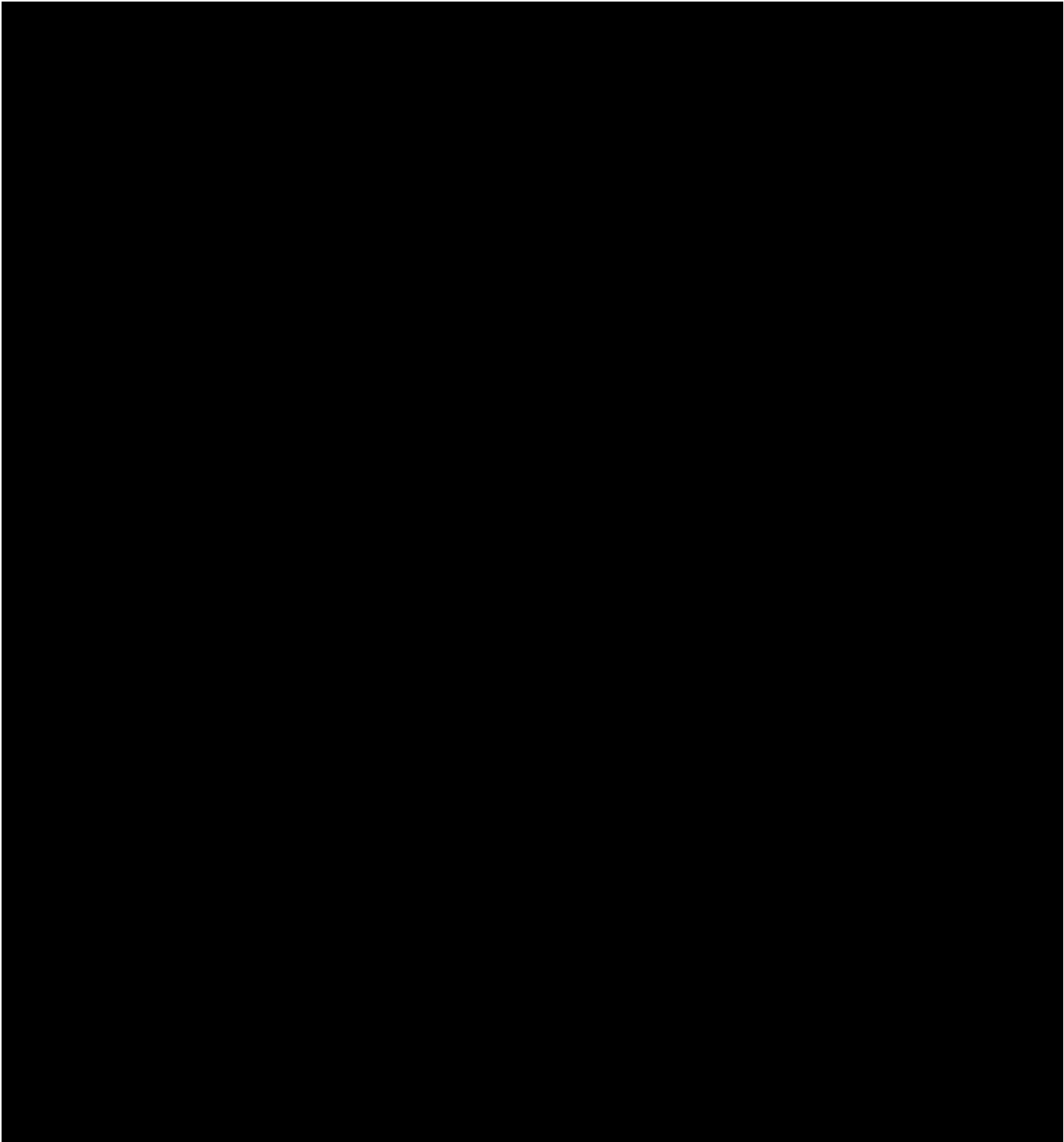
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Call-Off Schedule 25 (Supplier Operational Terms)

Vodafone IP-VPN Public Sector

1. The Service

1.1. IPVPN is a secure, private Wide Area Network (WAN) service which supports data, voice, and video traffic virtually over a shared packet network. IP-VPN can be used for point to multi-point or “any to any” wide area communications. IP-VPN is based on a Multi-Protocol Label Switching (MPLS) core, transporting IP traffic.

2. General Conditions on the Buyer

2.1. General Conditions on the Buyer

- a. **Authorised Users:** Access by Buyer to the Services and Equipment is limited to authorised Users. If Vodafone provides each authorised User with User Details, Buyer is responsible for: (a) The security of the User Details; and (b) providing Vodafone with the identity of the authorised Users and keeping that information current. Vodafone accepts no liability for any unauthorised or improper use or disclosure of any User Details. Buyer is liable for all acts and omissions conducted using the User Details up until the time that it informs Vodafone that they are being used without authority or may be compromised.
- b. **Additional Service Recipient:** If Buyer wishes to add Additional Service Recipients, the Buyer shall: (a) provide the full corporate details of the Additional Service Recipient; (b) seek approval in writing from Vodafone; (c) inform the Additional Service Recipient of the contractual arrangements; and (d) agree to pay such additional charges as Vodafone may reasonably request in relation to the approval of such requests.
- c. Save as expressly permitted under this Agreement, Buyer shall not resell, distribute, provide or sub-license the Services or Equipment (except Buyer Equipment) to any third party.
- d. Buyer shall take appropriate measures to back up data and otherwise protect against loss of data under this Agreement.
- e. **Terms of use:** Buyer shall not (a) make unauthorised modifications to the Services (b) use the Services as a means to establish permanent services, relay connections or interconnection services or any similar commercial activities, (c) do anything that causes the Network to be impaired; (d) use automated means to make calls, texts or send data (including via a GSM Gateway), unless expressly authorised in this Agreement or (e) use the Services in a way that may reasonably be considered to be a nuisance, defamatory, offensive, abusive, obscene or in a violation of any person’s rights or is illegal, fraudulent or contrary to good faith commercial practise to Vodafone’s detriment. Buyer shall comply

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with the AUP in using the Services. Buyer shall notify Vodafone immediately of any breach of security or unauthorised use of the Services.

f. **Service Monitoring:** Buyer gives express consent for Vodafone to monitor Buyer's use of the service (and disclose and otherwise use the information obtained) only to: (a) the extent allowed by applicable law; (b) comply with applicable law; (c) protect the Network from misuse; (d) protect the integrity of the public internet and/or Vodafone's systems and Networks; (e) the extent necessary to determine if Buyer has breached any conditions or restrictions on use of the Service; (f) provide the Service; and /or (g) take other actions agreed or requested by Buyer.

g. **Security:** Buyer shall take reasonable steps in line with commercial good practise with entities it controls to limit misuse or threat to the Service or Network; and address any misuse or threat identified by Vodafone through the implementation of appropriate security or user controls. Buyer must seek prior approval from Vodafone before running any security tests, vulnerability scans or penetration tests on Equipment or Services.

h. Buyer acknowledges that Buyer Equipment not authorised for use on the Network or any unauthorised attempt to repair or tamper with the Equipment may result in an impaired User experience and/or invalidate the manufacturer's warranty.

i. Buyer must maintain, install, update, or follow Vodafone's reasonable recommendations regarding Equipment maintenance or upgrades.

j. Equipment that is (i) out of manufacturer's warranty; or (ii) End Of Life is used at the Buyer's risk unless expressly agreed otherwise by Vodafone.

k. Buyer shall:

i. Appropriately configure its Equipment to enable consumption of the Service;

ii. Maintain Buyers Equipment

iii. Provide details to facilitate the delivery, provisioning and billing of the Services requested by Vodafone at the time of ordering; and

iv. Secure and keep in place or assist Vodafone to obtain (at the Buyer's cost), all relevant third-party consents and approvals necessary for the purposes of providing, and preparing for the provision of, the Service. Such consents and approvals include obtaining any necessary wayleave on Vodafone's standard terms.

l. **Network Sunset:** Buyer hereby acknowledges and accepts that (i) certain Network technologies used to provide the Service on Vodafone Equipment or Buyer Equipment may retire prior to the expiry of the contract; (ii) current Networks may be replaced by further advanced Network technologies during the term of the contract. As a result, Buyer agrees that maintaining compatibility of its devices with the available Networks from time to time shall be its responsibility.

m. **Planned Service changes by Third-Party Providers:** Vodafone has been informed that Openreach (the "Third-Party Provider") for legacy PSTN is withdrawing the service, such withdrawal to be complete by December 2025. Vodafone is entitled to move the Buyer from

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legacy PSTN to FTTP, SoGEA or SOTAP/a replacement Access Method at the time the relevant time.

n. This Service Offer is subject to survey. In the event the Site Survey output results in an increased price from the Call-Off Contract then the Buyer has the right to cancel in accordance with the terms of this Service Offer and Call-off Contract.

o. Unless otherwise agreed and stated in the Buyer's Call-Off Contract, the Buyer will be liable for any additional costs charged to Vodafone by third parties in connection with the provision of the Services. Such charges (often referred to as Excess Construction Charges) are detailed in the Ancillary Services section of this Service Offer. These charges will be notified to the Buyer before any construction works take place and in the event that this results in an increased price from the call off the Buyer has the right to cancel this call off contract in accordance with the terms of this Service Offer and Call off Contract.

p. **Format:** If Buyer requires this Service Offer (including bills, communications, or any document referred to therein) in a different format, please contact your Vodafone account manager, or frameworks_team@vodafone.com who will clarify Buyer requirements.

2.2. Fixed Services Conditions on the Buyer

a. **Service Commencement Date:** Buyer shall notify Vodafone within 5 Working Days of the Service Commencement Date if the Services do not conform to the standard testing criteria and provide sufficient supporting details. Upon receipt of notification, Vodafone shall take reasonable action to meet the standard testing criteria.

b. **Vodafone-Owned Equipment:** The following will apply where Vodafone provides Fixed Equipment for Buyer's use with a Service:

i. **Title:** Title to the Fixed Equipment at all times belongs to Vodafone, its suppliers, or subcontractors (subject only to any rights which may be granted to Buyer in respect of Vodafone Software as set out in this Service Offer).

Buyer Obligations: Buyer agrees to:

ii. provide secure storage for Fixed Equipment that is sent to Buyer Sites prior to installation;

iii. use the Fixed Equipment only for the purpose of using the Services, in accordance with Vodafone's instructions and applicable Law;

iv. allow only Vodafone's authorised representatives to add to, move, modify, inspect, test or alter the Fixed Equipment (either on Buyer Site or remotely);

v. adequately insure for, and notify Vodafone immediately of, loss, breach or suspected breach or damage to the Fixed Equipment;

vi. only connect the Fixed Equipment to the Network using a network termination point that has been approved in advance by Vodafone;

vii. have a Router on the Buyer Site(s) to use the Service. Any additional Buyer Equipment required to use the Service shall be identified in the Call-Off Contract.

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viii. provide Vodafone with adequate power supply, connection, and space for the operation of the Fixed Equipment at Buyer Sites and in the case of BPE, patch cords and cabling and provide Vodafone 10 Working Days' notice of any known disruptive event (such as power disconnection); and additionally, specifically in relation to BPE:

A) appoint a local security representative to ensure the physical security of the BPE who will grant access by approved authorised personnel only and conduct routine physical checks, including ensuring tamper evident labels remain intact; and

B) ensure that the physical environment in which the BPE is housed is appropriate for the protective marking of the data being transmitted through such Fixed Equipment. In particular (i) BPE must be located in a communications room or other isolated area that is suitable to limit the occurrence of accidental or malicious damage to the BPE; and (ii) if the BPE is located in a shared environment, then it must be kept in a dedicated locked cabinet or rack. If that is not possible, robust access control mechanisms must be implemented by Buyer, with access only available with prior approval from Buyer's local security representative.

c. **Buyer Equipment:** Where Buyer provides Buyer Equipment for use with a Service Buyer shall (and Buyer acknowledges that failure to do so will excuse Vodafone from liability for failure to deliver the Service):

- i. install and configure the Buyer Equipment at the Buyer Sites by the date necessary to allow Vodafone to perform its obligations;
- ii. maintain the Buyer Equipment including prompt installation of security patches and updates;
- iii. promptly after the Service terminates, give Vodafone access to and reasonable help with disconnecting Buyer Equipment from the Service; and
- iv. warrant and undertake that Buyer has full authority to permit Vodafone to perform the Services using the Buyer Equipment

d. **Buyer Sites:** For the purposes of preparing for and delivery of the Services, Buyer shall:

- i. carry out, or permit Vodafone or its subcontractors to conduct, a Site Survey;
- ii. prepare the Buyer Site for the Services in accordance with Vodafone's instructions;
- iii. allow and/or have in place (or assist Vodafone to do so at Buyer's cost) all third-party consents necessary to allow Vodafone or its subcontractors and agents (and obtain consents from third parties to allow) to:

A) access the Buyer Sites, and any Buyer Equipment, Fixed Equipment or Equipment, and third-party property located there, as Vodafone reasonably requires to perform its obligations under this Agreement

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(including for the purposes of installing and uninstalling Equipment (whether in the Buyer Sites or outside) and providing and preparing for the provision of, the Services) and including access outside Working Hours; and

B) ensure that Buyer Sites are safe and have a suitable working environment.

iv. Asymmetric Access Bandwidths: Where Buyer Sites are connected by Asymmetric Access Bandwidths, Vodafone shall inform Buyer of the date of the Buyer Site visit but may not confirm an exact time.

e. **Emergency Services:**

i. General: In the event of a power cut or failure affecting Buyer's fixed line and/or broadband Service, or a failure of the internet connection on which the Service relies, Buyer may not be able to make calls including calls to emergency services. This may also affect any calls using the internet including calls to emergency services (see, below in 2.3(e)(iii)).

ii. Buyer obligations: Buyer shall:

A) provide Vodafone with complete and accurate Buyer Site address information; and

B) give Vodafone at least 30 days' written notice of any change to the location of any Fixed Equipment and to any change to the relevant Buyer Site address information

C) Buyer acknowledges that any failure to provide the information required may render emergency services unable to identify User's location.

iii. Calls using the internet: Additionally, where a Service places calls using the internet, Buyer shall:

A) make Users accessing the Service via a soft client aware that Vodafone may be unable to automatically determine their location if they make an emergency services call using the Services; and

B) ensure that such Users provide their location details in the event that they make an emergency services call using the Services. In the event of a power failure, the emergency call placed will be routed over the Network and not through the Service; and

C) provide registered address where a Buy or User will make calls over the internet including if there are multiple addresses where such calls will be made and keep information on all such locations up to date.

Tiered Support Services conditions on Buyer

f. Buyer shall provide Vodafone with an email address for correspondence and shall be responsible for keeping Vodafone updated of any change.

g. Buyer shall carry out an initial analysis of any Incident reported to its Buyer's Service Desk, to establish whether the Incident should be referred to Vodafone. Buyer shall ensure it provides Vodafone with a key site list of all Buyer Sites that require BMI on or before the Service Commencement Date and shall further ensure that it notifies Vodafone of any updates or amendments to the key site list during the relevant Initial Period. The Buyer is required to ensure that the first key site list and any updates or amendments to the key site list are notified by email to the appointed service manager at Vodafone.

h. **Service Desk:** Buyer's Service Desk is the service desk provided by Buyer that will be the initial point of contact between Vodafone and Buyer, in relation to the Tiered Support Services.

i. Buyer shall nominate, and notify Vodafone of, one or more points of contact that shall be the primary management interface between Buyer and Vodafone and who shall have the authority contractually to bind Buyer for the purpose of enabling Vodafone to deliver the Tiered Support Services.

2.3. IP-VPN Conditions on the Buyer

a. Buyer shall not (and shall ensure that its Users shall not) connect or seek to connect the Services to the public switched telecommunications network (PSTN) otherwise than in accordance with Applicable Law.

b. The services under this Service Offer are available to Buyer Sites located on the UK mainland (England, Scotland, and Wales) and Northern Ireland.

c. The services are supplied in accordance with the Vodafone Acceptable Use Policy, and Recovery Policy which are available on request.

d. The Buyer shall at the time of ordering any of the Services under this Service Offer:

i. Provide full details of the Services required and the Buyer site locations to enable validation of the Call-Off Contract. Such details shall include:

- A) Access and/or Service Bandwidth required
- B) Rack location
- C) Room name or room number
- D) Building name, number, and floor.
- E) Street name, town, city & postcode

ii. For each Buyer Site location, the Buyer shall provide a site contact name and contact details to include:

- A) Contact telephone and email address

iii. provide 10/100/1000 Mbit/s Ethernet (IEE802.3/IEE802.3u) LAN port and RJ45 cable to connect to the BPE router or alternative interface agreed at time of order

e. Where the services are to be provisioned at a Buyer site that is owned by a third-party landlord the Buyer shall advise the landlord or site owner's details including:

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- i. Landlord or site owner building address including:
 - A) Room name and/or room number
 - B) Building name, number, and floor.
 - C) Street name, town, city & postcode
- f. The Buyer shall provide full details to enable billing of the Service including:
 - i. Billing contact name, telephone, and email contact details
 - ii. Purchase order references
 - iii. Billing entity/company name
 - iv. Billing address
 - v. VAT Registration Number
- g. Appropriately configure its equipment to enable consumption of the Service;
- h. Maintain its own equipment;
- i. PSTN and IP Voice / Video services: Buyer acknowledges that the Service is not a public voice service. Buyer and its Users shall not connect or seek to connect the Service to any public voice service, including the public switched telecommunications network (PSTN) or other voice or video services (e.g., voice over IP) unless Buyer purchases such services from Vodafone or Buyer is permitted to connect the Service to a PSTN in accordance with Applicable Law.
- j. Public Internet service: Buyer acknowledges that the Service is not a public Internet service. Buyer and its Users shall not connect or seek to connect the Service to a public Internet service and/or enable the use of public Internet for any voice or video communication service (e.g., voice over IP), unless Buyer purchases public internet service from Vodafone or Buyer is permitted to connect the Service to a public internet service in accordance with Applicable Law.
- k. Security Obligations: Buyer will: (a) design, implement, manage, and archive configuration of internal IP protocols, LAN information and access lists; (b) provide reasonable security on the Equipment and Buyer's private networks to limit misuse of or threat to the Service, Equipment or Network; (c) address any misuse or threat identified by Vodafone through the implementation of further security or user controls.
- l. Classes of Service: If Vodafone does not provide a Vodafone Supplied Router, Buyer is responsible for configuring the Buyer Supplied Router in accordance with the relevant CoS codes. Failure to do so will prevent the CoS profile from working and Vodafone shall have no liability in respect of such a failure.
- m. Buyer may propose a change to the Service by written request ("Service Change Request Procedure"). Upon agreement, the Parties must authorise the change in the form of a change Order or other written amendment to the Agreement (a "Change Order"). Vodafone has no obligation to commence work in connection with a change until a Change Order is executed by the Parties. If it is necessary to use additional resources or to incur any

other additional costs in making a change, they shall be calculated as a change to the Charges.

n. **Regulated Items:** The use, export, and/or import of certain Equipment are subject to Applicable Laws ("Regulated Items"). Buyer must only deploy, export, import, and/or disclose Regulated Items in strict compliance with all Applicable Laws, and specifically Applicable Laws regarding encryption. If Applicable Law prohibits the export, re-export, import, and/or use of a Regulated Item in certain jurisdictions, that prohibition may preclude the use of the Service in those jurisdictions.

o. **Simple Network Management Protocol:**

i. Vodafone may withdraw the SNMP if: (a) in Vodafone's opinion, it represents a potential or actual security risk to the Services; (b) it is used by the Buyer in a way which constitutes a breach of the Agreement or results in a breach by Buyer of the SNMP read-only access service security; or (c) in Vodafone's reasonable opinion, it prevents further enhancements to Vodafone's services, including but not limited to the Services.

ii. If Buyer's use of the SNMP read-only access Service deliberately, negligently, or recklessly causes an impact on Network or device performance, Buyer shall be liable for the costs incurred by Vodafone for rectifying the problem.

p. **DSL and GPON:** Where any Buyer Sites are connected to the Backbone by an access circuit using DSL, GPON or SISA utilising DSL or GPON the following shall apply:

i. Pre-sales availability checks are not an absolute guarantee that the access method, or specific variant, can be provided.

ii. The provision of the Service is conditional upon confirmation from any third-party supplier to be used in connection with the Service that it is able, and agrees, to provide the access method and, if relevant, installation and/or survey services, at the relevant Buyer Site.

iii. Where an ordered access circuit or service, cannot be provided, Vodafone will advise Buyer of alternative options and Charges. Buyer may order an alternative or cancel such service or access circuit, without incurring an applicable Recovery Charge.

iv. Where Buyer Sites are connected by DSL or GPON, Vodafone shall inform Buyer of the date of the Buyer Site visit but may not confirm an exact time.

v. Due to ongoing technical advances and the replacement of copper access infrastructure by Passive Optical Networks, DSL may become obsolete during the contract term. Vodafone may replace any DSL access with GPON access at its discretion. An additional charge maybe levied to connect to GPON.

q. **Ethernet Access:**

i. Where dual access is provided using third party access circuits, Vodafone cannot guarantee end-to-end diversity of the access circuits.

- ii. Where an access circuit ordered cannot be provided at a Buyer Site, Vodafone will advise Buyer of alternative options and Charges. Buyer may order an alternative or cancel, without incurring an applicable Recovery Charge.
 - r. Secure Internet Site Access: i) Where Secure Internet Site Access is ordered by the Buyer as an access method, Vodafone will provide access to the Service via an encrypted tunnel over a local in-country public internet access service.
- 2.4. Secure Remote User Access conditions on the Buyer**
- a. a) Buyer must: (a) regularly check the User sessions; (b) download any required historical records; and (c) notify Vodafone immediately in the event of any unusual or suspicious records. If a PIN or password is compromised, Buyer shall immediately disable the account, or reset the PIN or password, using the web interface. If an administrator PIN or password becomes compromised, Buyer shall immediately inform Vodafone.
 - b. Only versions of the VPN client provided by Vodafone to Buyer must be installed by Buyer on a User’s computers. If Buyer uses a version of the VPN client, which has not been provided by Vodafone, Vodafone will not be able to provide the Secure Remote User Access.

3. Outline Implementation Plan

- 3.1. The Implementation Plan will be set out at Call-Off Schedule 13 (Implementation Plan and Testing)

4. Exit Management Plan

- 4.1. The Exit Management Plan will be set out at Call-Off Schedule 10 (Exit Management)

5. Service Level Agreement

- 5.1. For the purposes of this Service Offer:
- a. The provisions of this Service Level Agreement are compliant with the Service Maintenance Level 1 as set out in Call-Off Schedule 14 (Service Levels).

Vodafone Tiered Support Service Model

- b. In addition to the Service Level Agreement in Service Maintenance Level 1 as set out in Schedule 14 of the Call-Off Terms the Buyer will also benefit from the following additional Tiered Support Service Model (“TSSM”) as part of the Service,

- i. Service Request Fulfilment Support Services:

Deliverable	Contact Method	SLT
Vodafone Initial Response	Email	Near Instant
A) Response and Acknowledgement		

- ii. Incident Management Support Services:

- A) Incident Management Response and Acknowledgement:

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Deliverable	Contact Method	SLT
Vodafone will provide the means to report an Incident and provide an Initial Response by the same means.	Telephone	90% of calls answered <20 seconds

iii. Incident Management Diagnosis:

Deliverable	Contact Method	SLT
Following an Initial Response and as part of initial diagnosis, Vodafone will: (a) determine the Infrastructure Service or Supported System on which the incident has occurred; and (b) determine the perceived impact and urgency of the incident including assessment against the criteria for a Major Incident	Telephone	<30 minutes
Vodafone will route the Incident Record to the appropriate support function for expert diagnosis and subsequent management. Vodafone will contact the party raising the incident to confirm Resolution and closure.	Telephone	<24 hours from Resolution

iv. Financial Management (Billing) Support Services:

A) Billing Queries:

Deliverable	Contact Method	SLT
Vodafone will provide the means to raise billing queries and provide an Initial Response via email	Email	Near Instant
Vodafone will ensure that all billing queries received via email are Acknowledged	Email	<24 hours

v. Operational Change Management Support Services

A) A Vodafone-designated "Change Manager" will be responsible for changes and the change management process established by Vodafone from time to time. The Change Manager may be from Vodafone, Buyer or a third party, dependent upon where Vodafone (acting reasonably) determines that responsibility for change governance resides.

B) Notification of Planned and Essential Operational Changes:

Deliverable	Contact Method	SLT
Vodafone will provide notification of a Planned Outage	Email	10 Working Days
Vodafone will notify Buyer in advance, of all scheduled Essential Outages	Email	>48 hours

vi. Service Request Catalogues

A) Vodafone may make one or more "Service Request Catalogues" available to Buyer through its online portal at OnePortal ("Portal"). A URL for the Portal will be provided to the Buyer via the support handbook. Service Request Catalogues contain information about the Tiered Support

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Services and Service Requests, including those Service Requests that will be self-served by the Buyer and those that will be serviced by Vodafone, broken down by Service.

B) Any Service Request Catalogue information made available to Buyer is provided for guidance only; it is not binding on Vodafone and does not form part of this Agreement.

C) Vodafone may change the information contained in the Service Request Catalogue at its discretion, via a catalogue update, provided that the changes do not materially affect the nature of the Tiered Support Services delivered to Buyer.

6. Optional Schedules

6.1. Not Applicable.

7. Mandatory Schedules

7.1. In accordance with the Supplier's obligations under any Call-Off Contract, Vodafone has developed and will maintain the following reports and plans, which are available to view, download, print or save, on Vodafone's Public Sector Portal. By entering into a Call-Off Contract Buyer confirms that it accepts the following reports and plans as is, with no alteration:

- a. Call-Off Schedule 1 (Transparency Reports) - Transparency Report in accordance with Call-Off Schedule 1.
- b. Call-Off Schedule 8 (Business Continuity and Disaster Recovery) – Business Continuity and Disaster recovery Plan in accordance with Call-Off Schedule 8.
- c. Call-Off Schedule 9 (Security) - Security Management Plan in accordance with Call-Off Schedule 9. The Buyer hereby acknowledges and agrees that the Supplier's Security Management Plan is incorporated in Part A of Call-Off Schedule 9 . By entering into a Call-Off Contract the Buyer acknowledges and agrees:
 - i. the Supplier has prepared and delivered the Security Management Plan to the Buyer; and
 - ii. the Buyer has approved the Security Management Plan, in accordance with Call-Off Schedule 9 (Security) Part A: Short Form Security Requirements.

8. Service Description and Rate Card

8.1. Primary Services

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IP-VPN is a secure, private Wide Area Network (WAN) service which supports data, voice, and video traffic virtually over a shared packet network. IP-VPN can be used for point to multi-point or “any to any” wide area communications. IP-VPN is based on a Multi-Protocol Label Switching (MPLS) core, transporting IP traffic.

The service enables the Buyer to establish a private wide area network to underpin critical communications. An IP Virtual Private Network (VPN) is built and configured between various nominated Buyer Sites, which are connected to the Vodafone IP-MPLS Network using a range of site topologies and network access methods to meet availability and performance requirements.

The IP-VPN Service provides the Buyer with data connectivity between Buyer sites and enables the sharing of data services between each of the connected sites. If the Buyer requires any technical information beyond the scope of this Service Offer in relation to the Vodafone IP-VPN service, a technical specification can be made available on request by contacting your Vodafone account manager, or frameworks_team@vodafone.com.

- a. The main service components of the IP-VPN service are:
 - i. Access circuit – this connects a Buyer Site to a port on Vodafone’s MSP network. The port bandwidth can be throttled allowing the Buyer to pay only for the service bandwidth which it needs. Backup and Resilience options are also supported.
 - ii. Class of Service (QoS) – the IP-VPN service supports the standard six (6) traffic differentiation classes on all Ethernet access types (not available on ADSL16 and FTTC Elevated 40/10). These are summarised in the below table
 - iii. Router hardware – The service can be provided on a wires-only basis or inclusive of managed edge router hardware A) Vodafone Supplied Router - If the Vodafone Supplied Router becomes unsupported by the manufacturer, Vodafone may replace the Vodafone Supplied Router with an equivalent supported router at Vodafone’s discretion.
 - iv. Service and support on a 24x7x365 basis with proactive monitoring (Severity Level 1-2 Incidents) and 24/7 Incident Management; including interface down, BGP routing failure, bouncing interfaces, unreachable device.
- b. Optional features of the IP-VPN service are:
 - i. Network Based Internet Access and network-based Firewall including Secure Network Gateway – access to the Internet from within the network securely
 - ii. Secure remote User Access – remote access to your IP-VPN network for users working from remote locations
 - iii. Secure Internet Site Access – a remote access connectivity to your IP-VPN network for users or 3rd parties working at a specific remote location
 - iv. Cloud Connect – access to centralised cloud-based applications from within your IP-VPN network hosted within cloud providers such as Amazon, Google, and Microsoft.

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- c. The Charges payable in respect of this Service are set out in Call-Off Schedule 5 (Pricing).
- d. Buyer Premise Equipment (BPE) – where optional managed routers are chosen by the Buyer, the routers will be installed, configured, managed, and maintained by Vodafone. There are two types of BPE a Buyer can purchase;
 - i. standard – Router hardware capable of supporting the requested VPN (port) throughput bandwidth as measured using an IMIX traffic profile.
 - ii. Premium – Router hardware capable of offering a higher service performance and supporting upgrades in VPN (port) bandwidth without a change in router hardware. Premium router hardware shall be capable of supporting the maximum VPN (port) bandwidth possible on the chosen access connectivity based on a IMIX traffic profile. Premium router hardware should be selected where there is a requirement for a small average 64 Byte packet size (such as for large IP Voice traffic usage
- e. Network Performance Service reporting – where ordered, reporting options are available which give greater visibility of service performance. Vodafone IP-VPN Online Performance Reporting (OPR) provides you the visibility required to plan, deploy, ensure, troubleshoot, and optimise complex WAN environments and applications. It empowers your IT organisation with the real-time technical insight and business relevant performance metrics needed to guarantee end-user satisfaction and productivity. Capability offered includes:
 - i. Geographical Map Overlays (integrated with Google Maps)
 - ii. ii) Global Dashboard With a Summary of Site Inventory
 - iii. iii) Detailed Site Inventory
 - iv. iv) Planned Outage notifications Dashboard Network Performance Reporting

9. Ancillary Services

Ancillary Charges associated with services provided by a third party /OLO

Unless otherwise agreed and stated in the Buyer’s Call-Off Contract and where agreed in advance with the Buyer, the Buyer will be liable for any additional costs charged to Vodafone by third parties in connection with the provision of the Services. Such Charges include but are not limited to the following:

Feature	Single Payment Charge Exc VAT	Connection Charge Exc VAT
Survey Fee/ Planning Charge (Previously included in other charges) This item will only be charged if Excess Construction Charges are accepted by a Buyer except for Non-Standard Lines where the Survey Fee will be charged with every order. It will be included as an item within the excess charge’s calculation and each resurvey additional to the first survey will increment the cost by a further £332.00		
Breaking/Drilling through each external wall		
Breaking/Drilling through each internal concrete wall		
Breaking/Drilling through each internal non-concrete wall		
Provision of each Pole		
Provision of a new footway box (Surface area up to 0.5 sqm)		
Provision of a new medium size footway box (Surface area between 0.5 sqm and 1 sqm)		
Provision of a new large size footway box (Surface area greater than 1 sqm)		
Provision of a new small carriageway box (Surface area up to 1 sqm)		
Provision of a new medium size carriageway box (Surface area between 1 sqm and 1.25 sqm)		
Provision of a new large size carriageway box (Surface area greater than 1.25 sqm)		
Cable (fibre or copper) including any jointing required (per metre)		
Copper cable supplied for the Buyer to lay to agreed entry and termination points (per metre). (Minimum 20m supply) This charge includes on site termination and jointing work by Openreach to connect and terminate the cable. If the order is for less than 40 metres, then a visit charge will apply – Please See Visit Charges for details.		
Directly buried cable (including any cable and wayleave costs) (per metre)		
Moleploughing cable or fibre in subduct (includes any cable and wayleave costs) (per metre)		
Blown Fibre (per metre)		
Blown Fibre Tubing in Duct (per metre)		
Fibre Cable (per metre)		
Internal cabling (including Internal Blown Fibre Tubing) (per metre)		
New Ductwork – Softsurface (includes wayleave costs) (per metre)		
New Ductwork – Footway (includes wayleave costs) (per metre)		
New Ductwork – Carriageway (includes wayleave costs) (per metre)		
Trunking and traywork within end-user’s curtilage (per metre)		
Overblow Services (per 100 metres)		
Site Visits by Vodafone		

Additional site visits requested by the Buyer or abortive site visits will be charged as per the following table;

Ancillary Charge per visit	Description	Working Hours	Out of Normal Working Hours A*	Out of Normal Working Hours B**
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Site Visit

Buyer Site Visit required or requested (a Site Visit not identified in the Call-Off Contract except where made via Request for Service (RFS))

Aborted Site Visit†	Vodafone’s engineer Site Visit for an appointment but cannot gain access to do the work required or the site has not been appropriately prepared as per Vodafone instructions			
Site Survey	Additional Site Survey that is requested by the Buyer			
Extended Site Visit	Should the engineer need to extend the period on-site for any Buyer related reason additional charges will be incurred e.g., Access delays, non- adherence to Vodafone instructions			rt
Buyer site visit Fault/Incident outside of Vodafone domain†	Where a Buyer Site Visit is agreed in advance with both parties, to investigate a reported Fault/Incident, which transpires to be outside the domain of the services provided by Vodafone. (e.g., services provided by the Buyer or its Third-Party Providers).			

Cancelled Site Visit

Buyer caused cancellation of engineering Site Visit
Note: No Charge if cancelled more than 48 hours before the scheduled appointment

Within 24hrs of Site Visit = full aborted Site Visit charge
Between 24 and 48hrs of Site Visit = 50% of aborted Site Visit charge

* any time outside of normal Working Hours on Monday to Friday and including any time on Saturday but excluding any time within Out of Normal Working Hours B

** any time on a Sunday or Public Holiday in the UK

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Professional Services

Vodafone offer a range of professional services including technical consultancy, project management and on-site service management.

Charges	Maximum daily rates excluding expenses
Consultants	
Junior Consultant	
Consultant	
Senior Consultant	
Principal Consultant	
Partner/ Director	
Contractors / IT Specialists	
Senior Analyst/ Team Leader	
Systems Analyst & Designers	
Analyst/ Programmers	
Application Programmers	
System Programmers	
Database Administrators	
Network Administrators	
Capacity Planners	
Configuration Managers	
IT Trainers	
Documentation Specialists	
Project Administrators	

10. Definitions

The following definitions are applicable to this Service Offer. Access Method

Acknowledge

the method of accessing the internet by Customer, either via an Access Circuit or via Network Based Internet Access.

a confirmation given to Buyer that a particular request or Incident raised is valid and the provision to Buyer of a unique reference for it. "Acknowledge" shall be construed accordingly.

Additional Service Recipients

a Buyer Group entity which is not a direct party to this Agreement, but which is named in this Agreement as a beneficiary of the Services or otherwise approved to receive the Services

ADSL

asymmetric digital subscriber line.

Agreement

means the Call-Off Contract and Service Offer.

Asymmetric Access Bandwidths or Asymmetric

ADSL and/or VDSL access circuits.

AUP

Vodafone's acceptable use policy available on request.

Availability

the percentage of time the Service is available for use at the Service Demarcation Point of each Buyer Site in a Monthly Measurement Period.

Backbone

the IP Backbone Core and related infrastructure beyond the IP Backbone Core

BPE (Buyer premises equipment)

Fixed Equipment on Buyer Site.

Buyer Equipment

hardware, Software or any other tangible material not supplied by Vodafone that is used with or to access the Service. Any Equipment Buyer purchases from Vodafone shall be considered to be Buyer Equipment once title has passed to the Buyer.

Buyer Group

Buyer and any company in which Buyer has the beneficial ownership of more than 50% of the issued share capital, or the legal power to direct the general management of the company in question, either at or after the date of the Call-off Contract.

BMI

a "Buyer major incident", being the highest category of Impact for an Incident resulting in significant disruption to the business of Buyer.

Buyer's Service Desk

is the service desk provided by Buyer which will be the initial point of contact between Vodafone and Buyer.

Buyer Site

as the context permits a Buyer's premises (either owned by Buyer or a third party) which Vodafone needs to access in order to deliver or install Equipment and/or to provide the Services or the location where the Services are to be provided, as set out in the Call-Off Contract.

Buyer Supplied Router

the Buyer-edge router at a Buyer Site provided and managed by the Buyer where set out in the Call-Off contract.

Class(es) of Service CoS

the classes of Service used to prioritise network traffic

Configuration Change

any Hard Configuration Change and/or any Soft Configuration Change.

Default CoS

the CoS allocated to any traffic not assigned to Standard CoS, Enhanced CoS or Premium CoS.

DSL

a Digital Subscriber Line

EA Country Group

the group of countries set out in the Extended Access Country Groups table.

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EFM	Ethernet First Mile which is a copper-based Ethernet access technology which may be used to provide symmetric bandwidth access circuits of 512Kbps to 20Mbps.
End Of Life	where Vodafone or a manufacturer of Equipment declares that the type of Equipment is end-of-life (or otherwise stops marketing, selling or supporting it).
Enhanced CoS	a medium level of CoS consisting of three levels (1, 2 and 3) that prioritises traffic over classes of lower priority to reduce delayed or dropped traffic.
Equipment	hardware, Vodafone Software, and any other tangible equipment (other than SIMs) supplied by, or on behalf of, Vodafone to Buyer for use in receiving the Services. Equipment excludes Buyer Equipment.
Essential Outage	an Outage that is not a Planned Outage including, but not limited to, Outages caused by a force majeure event or an act or omission of any third party which is beyond Vodafone's reasonable control.
Excluded Event	any of the following: (a) fault or incident with any other Vodafone service purchased under a separate Service Offer under the framework; (b) a fault or incident in, or any other problem associated with, non-Vodafone supplied power, any Buyer Equipment, Buyer Supplied Router, non-maintained structured cabling, Buyer-contracted third party local internet access (in conjunction with Secure Internet Site Access), a Cloud Provider Data Centre as detailed in this Service Offer, or other systems or networks not operated or provided by Vodafone (including an Incident relating to consumption of services over the internet); (c) a fault or incident caused by Buyer's negligence, act or omission or that of any third-party not within Vodafone's direct control; (d) a fault, incident or delay that arises as a result of a request by the Buyer for an expedited delivery of the Service; (e) the Buyer not performing or a delay in performing any of the Buyer obligations or conditions of use set out in the Agreement; (f) the Buyer requesting Vodafone to modify a Buyer Site, or to test one, although no Incident has been detected or reported in accordance with the Agreement; (g) Service suspension or a Force Majeure event in accordance with the NSF framework; (h) the inability or refusal by a third-party supplier to provide input products at a Buyer Site where the Service uses these to deliver the access circuit;(i) a Configuration Change in the process of implementation; (j) an Planned Works; (k) any failure to achieve service degradation targets resulting from a rate adaptive ADSL, or VDSL2, line retrain or due to performance issues, such as noise or vibrations, impacting copper access technologies supporting asymmetric or symmetric access circuits; (l) any degradation of performance that is caused by, or for any fault or incident in, the access circuit that occurs as a result of, or in connection with, technical limitations beyond Vodafone's control; (m) Vodafone being

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	unable to access or being delayed in accessing the Buyer Site (where a Buyer Site visit is required) due to reasons outside its control, including, inclement weather or Buyer's refusal to admit Vodafone; or (n) any other
circumstances caused by events for which Vodafone is not	liable in accordance with the terms of the Agreement.
Extended Access	an inter-provider MPLS interconnection that extends the Service using third party networks.
Extended Access Country Group	the group of countries set out in the Extended Access Country Group table.
Fixed Equipment	hardware, Vodafone Software, BPE and any other tangible equipment (other than SIMs and mobility equipment) supplied by or on behalf of, Vodafone to Buyer for use in receiving the Services.
GPON	Gigabit capable Passive Optical Network. An access technology which is used to provide Fibre to the Premises (FTTP). Access circuits using this access method offer contended bandwidth.
GSM Gateway	any equipment containing a SIM card which enables the routing of calls from fixed apparatus to mobile equipment by establishing a mobile-to-mobile call.
Hard Configuration Change	a change to the Service that may include one or more of the following: (a) transfer of the Service from one Buyer Site to another; (b) migrating between physical service access options (including port speed or port type); (c) modifications requested by Buyer to alter the Service at a Buyer Site requiring physical intervention; (d) physical movement of a Buyer Site; and/or (e) removing a Buyer Site from the Service.
Helpdesk(s)	the Buyer Services Helpdesk
Incident	an unplanned interruption to an IT service or reduction in the quality of an IT service. Failure of a configuration item that has not yet affected Service is also an Incident.
Incident Management	the end-to-end management of Incidents by Vodafone.
Incident Record	a record containing the details and lifecycle of an Incident.
Infrastructure Services	an IT service that is not directly used by Buyer's business but is required for the provision of other IT services (for example either a Functional Service, connectivity service, hosting service or any combination thereof).
Initial Response	a first response from Vodafone to an individual raising a request or Incident, such as answering the telephone or replying to an email.
IP Backbone Core	Vodafone's multi-protocol label switching (MPLS) enabled network platform.
Jitter	a measure of the variation between the arrival of consecutive 64-byte IP packets caused by network congestion, timing differences or route changes.
Monthly Measurement Period	the period from when the service commences up to the end of the calendar month and then each calendar month thereafter (save for the last month which will be the beginning of the calendar month up to the termination date or expiry of the Service).

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Network	the communications network together with the equipment and premises that are connected to such network and which are used by Vodafone to perform the Services.
NTE	Equipment used to terminate a Buyer connection where Buyer has Ethernet access or a local internet access provider's device where Buyer has Secure Internet Site Access.
Planned Outage	the scheduled unavailability of an Infrastructure Service.
PoP	Point of presence.
PoP Tier	one of the groups of coverage set out on in the PoP Tiers & SISA Bands schedule
Premium CoS	the highest level of CoS, prioritised over all other traffic.
Resolution	the exercise by Vodafone of its reasonable endeavours to repair the root cause of an Incident or Problem, or to implement a workaround.
Round Trip Delay or RTD	the total time taken for an IP packet to pass from one Router to another Router and then back to the original Router
Router	a router which is Equipment used in connection with the Service.
Secure Internet Site Access or SIS	the provision of access to the Service using an encrypted tunnel over Vodafone provided local in country internet access or off-net access.
Services	the Vodafone product(s) detailed in this Service Offer.
Service Commencement Date	the date of completion of Vodafone's testing when the Service is ready for use.
Service Degradation	one or all of the following metrics: Jitter, Round Trip Delay and/or packet loss.
Service Demarcation Point	(a) the port between the Router and the Buyer Network for the Managed Service package; (b) the service interface of the access circuit for the Wires Only Service package; (c) the NTE where Ethernet technology is used for the Wires Only Service package; (d) the access interface on the Maintained Router for the Maintained Service package.
Service Request	a request from a user for information, or advice, or for a Standard Change or for access to an IT service made in accordance with the requirements of the relevant Service Request Catalogue.
Service Request Catalogue	the service request catalogue for IPVPN, as made available to Buyer and updated by Vodafone from time to time.
Severity Level(s)	a categorisation of the severity of an Incident as determined by Vodafone in Vodafone's discretion as set out in clause 1 of the Service Levels
SISA Band	one of the groups of coverage set out in the Coverage Bands table
SISA Gateway	the device used to terminate encrypted tunnels over the internet as part of the provision of Secure Internet Site Access
Site Classification	the classification assigned to a Buyer Site in accordance with the Site Classification Matrix (the matrix that defines the Site Classification depending on its

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	topology and access technology set out in the Site Classification table.
Site Survey	a survey of a Buyer's Site to assess whether (in Vodafone's opinion) the existing infrastructure is sufficient for providing the Services and detailing what the Buyer needs to do to receive the Service.
Soft Configuration Change	a change to the Service provided to Buyer that is not a Hard Configuration Change or a Normal Change, including the following: (a) modification of the configuration of the Buyer's VPN, at Buyer's request, that is not classified as a Hard Configuration Change; and/or (b) modifying the bandwidth allocated to a CoS for a Buyer Site.
Standard Change	a pre-approved Change that is low risk, relatively common and follows a procedure or work instruction. The types of Standard Changes available are listed in a Service Request Catalogue.
Standard CoS	a lower level of CoS consisting of one level that prioritises traffic over Default CoS to reduce delayed or dropped traffic.
Supplier	where used in this Service Offer or Call-Off Contract means Vodafone
Third Party Provider	a Key Subcontractor or third party contracted by Vodafone or Buyer that provides a Service, or that provides a service that connects to a Service.
Unavailable or Unavailability	a Buyer Site cannot exchange data with another Buyer Site for reasons other than an Excluded Event.
User	an individual end user of the Services who is approved by Buyer and who must be a permanent or temporary employee or sub-contractor of Buyer or an Additional Service Recipient unless otherwise specified in this Agreement.
User Details	a username, password, or other access information used by a User to access the Service and/or Equipment.
VDSL2	an access method which uses Fibre to the Cabinet (FTTC) and very-high speed digital subscriber line 2 (VDSL2) technologies, and access circuits using this access method offer contended bandwidth.
Vodafone Software	any Software supplied by Vodafone or its licensors to Buyer (including Software embedded in any Equipment).
Vodafone Supplied Router	the Equipment which is a Buyer-edge router at a Buyer Site provided and managed by Vodafone.
VPN	Virtual private network
VRF	is a technology included in internet protocol network routers that allows multiple instances of a routing table to exist in a router and work simultaneously. This increases functionality by allowing network paths to be segmented without using multiple devices
Wires Only	the Service package where the Buyer supplies, installs, maintains and manages the Buyer Supplied Router.
Working Days	Monday to Friday inclusive, other than public holidays in the UK.
Working Hours	the hours between 8.00am and 6.00pm on each Working Day.

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Vodafone Enterprise Broadband

1. The Service

- 1.1. The Vodafone Enterprise Broadband (VEB) Service is provided using, at Vodafone's option, SOGEA, FTTP, ADSL and FTTC broadband access technologies carried over the Vodafone Network and any third-party network that Vodafone uses to offer the Service. The Service includes unlimited broadband usage within the limits of Vodafone's Acceptable Use Policy ("AUP").
- 1.2. Vodafone will provide you with wide area connectivity for the provision of a managed or unmanaged point-to-point data-only connection and/or wide area connectivity for the provision of a managed or unmanaged point-to-internet/cloud data-only connection.
- 1.3. Vodafone is a Tier 1 global carrier – this means our internet network is peered directly with the rest of the world. Many others go via several other networks with associated problems with SLAs, delay, and reliability.

2. Conditions on the Buyer

- 2.1. This Service Offer is available to Buyers that meet and agree to the following criteria:
 - a. **Authorised Users:** Access by Buyer to the Services and Equipment is limited to authorised Users. If Vodafone provides each authorised User with User Details, Buyer is responsible for: (a) The security of the User Details; and (b) providing Vodafone with the identity of the authorised Users and keeping that information current. Vodafone accepts no liability for any unauthorised or improper use or disclosure of any User Details. Buyer is liable for all acts and omissions conducted using the User Details up until the time that it informs Vodafone that they are being used without authority or may be compromised.
 - b. **Additional Service Recipient:** If Buyer wishes to add Additional Service Recipients, the Buyer shall: (a) provide the full corporate details of the Additional Service Recipient; (b) seek approval in writing from Vodafone; (c) inform the Additional Service Recipient of the contractual arrangements; and (d) agree to pay such additional charges as Vodafone may reasonably request in relation to the approval of such requests.
 - c. **Save as expressly permitted under this Agreement, Buyer shall not resell, distribute, provide or sub-license the Services or Equipment (except Buyer Equipment) to any third party.**
 - d. **Buyer shall take appropriate measures to back up data and otherwise protect against loss of data under this Agreement.**
 - e. **Terms of use:** Buyer shall not (a) make unauthorised modifications to the Services (b) use the Services as a means to establish permanent services, relay connections or interconnection services or any similar commercial activities, (c) do anything that causes the Network to be impaired; (d) use automated means to make calls, texts or send data (including via a GSM Gateway), unless expressly authorised in this Agreement or (e) use the Services in a way that may reasonably be considered to be a nuisance, defamatory, offensive, abusive, obscene or in a violation of any person's rights or is illegal, fraudulent or

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contrary to good faith commercial practise to Vodafone's detriment. Buyer shall comply with the AUP in using the Services. Buyer shall notify Vodafone immediately of any breach of security or unauthorised use of the Services.

f. Service Monitoring: Buyer gives express consent for Vodafone to monitor Buyer's use of the service (and disclose and otherwise use the information obtained) only to: (a) the extent allowed by applicable law; (b) comply with applicable law; (c) protect the Network from misuse; (d) protect the integrity of the public internet and/or Vodafone's systems and Networks; (e) the extent necessary to determine if Buyer has breached any conditions or restrictions on use of the Service; (f) provide the Service; and /or (g) take other actions agreed or requested by Buyer.

g. Security: Buyer shall take reasonable steps in line with commercial good practise with entities it controls to limit misuse or threat to the Service or Network; and address any misuse or threat identified by Vodafone through the implementation of appropriate security or user controls. Buyer must seek prior approval from Vodafone before running any security tests, vulnerability scans or penetration tests on Equipment or Services.

h. Buyer acknowledges that Buyer Equipment not authorised for use on the Network or any unauthorised attempt to repair or tamper with the Equipment may result in an impaired User experience and/or invalidate the manufacturer's warranty.

i. Buyer must follow Vodafone's reasonable recommendations regarding Equipment maintenance or upgrades.

j. Buyer shall:

- i. Appropriately configure its Equipment to enable consumption of the Service.
- ii. Provide details to facilitate the delivery, provisioning and billing of the Services requested by Vodafone at the time of ordering.

k. Where Buyer terminates the Call-Off Contract during the Initial Period, the Buyer agrees to pay Vodafone's reasonable and proven Losses resulting from the termination of the Call-Off Contract.

l. This Service Offer is subject to survey. In the event the Site Survey output results in an increased price from the Call-Off Contract then the Buyer has the right to cancel in accordance with the terms of this Service Offer and Call-off Contract.

m. Format: If Buyer requires this Service Offer (including bills, communications, or any document referred to therein) in a different format, please contact your Vodafone account manager, or frameworks_team@vodafone.com who will clarify Buyer requirements.

n. Network Sunset: Buyer hereby acknowledges and accepts that (i) certain Network technologies used to provide the Service on Vodafone Equipment or Buyer Equipment may retire prior to the expiry of the contract; (ii) current Networks may be replaced by further advanced Network technologies during the term of the contract. As a result, Buyer agrees that maintaining compatibility of its devices with the available Networks from time to time shall be its responsibility.

2.2. Fixed Services Conditions on the Buyer

a. Service Commencement Date: Buyer shall notify Vodafone within 5 Working Days of the Service Commencement Date if the Services do not conform to the standard testing

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criteria and provide sufficient supporting details. Upon receipt of notification, Vodafone shall take reasonable action to meet the standard testing criteria.

b. Vodafone-Owned Equipment: The following will apply where Vodafone provides Fixed Equipment for Buyer's use with a Service:

- i. Title: Title to the Fixed Equipment at all times belongs to Vodafone, its suppliers or subcontractors (subject only to any rights which may be granted to Buyer in respect of Vodafone Software as set out in this Service Offer).

Buyer Obligations: Buyer agrees to:

- ii. provide secure storage for Fixed Equipment that is sent to Buyer Sites prior to installation;
- iii. use the Fixed Equipment only for the purpose of using the Services, in accordance with Vodafone's instructions and applicable Law;
- iv. allow only Vodafone's authorised representatives to add to, move, modify, inspect, test or alter the Fixed Equipment (either on Buyer Site or remotely);
- v. adequately insure for, and notify Vodafone immediately of, loss, breach or suspected breach or damage to the Fixed Equipment;
- vi. only connect the Fixed Equipment to the Network using a network termination point that has been approved in advance by Vodafone;
- vii. provide Vodafone with adequate power supply, connection, and space for the operation of the Fixed Equipment at Buyer Sites and in the case of BPE, patch cords and cabling and provide Vodafone 10 Working Days' notice of any known disruptive event (such as power disconnection); and additionally, specifically in relation to BPE:

- A) appoint a local security representative to ensure the physical security of the BPE who will grant access by approved authorised personnel only and conduct routine physical checks, including ensuring tamper evident labels remain intact; and

- B) ensure that the physical environment in which the BPE is housed is appropriate for the protective marking of the data being transmitted through such Fixed Equipment. In particular (i) BPE must be located in a communications room or other isolated area that is suitable to limit the occurrence of accidental or malicious damage to the BPE; and (ii) if the BPE is located in a shared environment, then it must be kept in a dedicated locked cabinet or rack. If that is not possible, robust access control mechanisms must be implemented by Buyer, with access only available with prior approval from Buyer's local security representative.

c. Buyer Equipment: Where Buyer provides Buyer Equipment for use with a Service Buyer shall (and Buyer acknowledges that failure to do so will excuse Vodafone from liability for failure to deliver the Service):

- i. install and configure the Buyer Equipment at the Buyer Sites by the date necessary to allow Vodafone to perform its obligations;

- ii. maintain the Buyer Equipment including prompt installation of security patches and updates;
 - iii. promptly after the Service terminates, give Vodafone access to and reasonable help with disconnecting Buyer Equipment from the Service; and,
 - iv. warrant and undertake that Buyer has full authority to permit Vodafone to perform the Services using the Buyer Equipment.
- d. **Buyer Sites:** For the purposes of preparing for and delivery of the Services, Buyer shall:
 - i. carry out, or permit Vodafone or its subcontractors to conduct, a Site Survey;
 - ii. prepare the Buyer Site for the Services in accordance with Vodafone's instructions;
 - iii. allow and/or have in place (or assist Vodafone to do so at Buyer's cost) all third-party consents necessary to allow Vodafone or its subcontractors and agents (and obtain consents from third parties to allow) to:
 - A) access the Buyer Sites, and any Buyer Equipment, Fixed Equipment or Equipment, and third-party property located there, as Vodafone reasonably requires to perform its obligations under this Agreement (including for the purposes of installing and uninstalling Equipment (whether in the Buyer Sites or outside) and providing and preparing for the provision of, the Services) and including access outside Working Hours; and
 - B) ensure that Buyer Sites are safe and have a suitable working environment.
- e. **Emergency Services:**
 - i. General: In the event of a power cut or failure affecting Buyer's fixed line and/or broadband Service, or a failure of the internet connection on which the Service relies, Buyer may not be able to make calls including calls to emergency services. This may also affect any calls using the internet including calls to emergency services (see, below in 2.3(e)(iii)).
 - ii. Buyer obligations: Buyer shall:
 - A) provide Vodafone with complete and accurate Buyer Site address information; and
 - B) give Vodafone at least 30 days' written notice of any change to the location of any Fixed Equipment and to any change to the relevant Buyer Site address information
 - C) Buyer acknowledges that any failure to provide the information required may render emergency services unable to identify User's location.
 - iii. Calls using the internet: Additionally, where a Service places calls using the internet, Buyer shall:

- A) make Users accessing the Service via a soft client aware that Vodafone may be unable to automatically determine their location if they make an emergency services call using the Services; and
- B) ensure that such Users provide their location details in the event that they make an emergency services call using the Services. In the event of a power failure, the emergency call placed will be routed over the Network and not through the Service.

f. Unless otherwise agreed and stated in the Buyer's Call-Off Contract, the Buyer will be liable for any additional costs charged to Vodafone by third parties in connection with the provision of the Services. Such charges (often referred to as Excess Construction Charges) are detailed in the Ancillary Services section of this Service Offer. These charges will be notified to the Buyer before any construction works take place and In the event that this results in an increased price from the call off the Buyer has the right to cancel this call off contract in accordance with the terms of this Service Offer and Call off Contract.

g. This Service Offer is subject to survey. In the event that a Site Survey output results in an increased price from the call off the Buyer has the right to cancel this call off contract in accordance with the terms of this Service Offer and Call off Contract.

2.3. Tiered Support Services conditions on Buyer

a. Buyer shall provide Vodafone with an email address for correspondence and shall be responsible for keeping Vodafone updated of any change.

b. Buyer shall carry out an initial analysis of any Incident reported to its Buyer's Service Desk, to establish whether the Incident should be referred to Vodafone Buyer shall ensure it provides Vodafone with a key site list of all Buyer Sites that require BMI on or before the Service Commencement Date and shall further ensure that it notifies Vodafone of any updates or amendments to the key site list during the relevant Initial Period The Buyer is required to ensure that the first key site list and any updates or amendments to the key site list are notified by email to the appointed service manager at Vodafone.

c. Service Desk: Buyer's Service Desk is the service desk provided by Buyer that will be the initial point of contact between Vodafone and Buyer, in relation to the Tiered Support Services.

d. Buyer shall nominate, and notify Vodafone of, one or more points of contact that shall be the primary management interface between Buyer and Vodafone and who shall have the authority contractually to bind Buyer for the purpose of enabling Vodafone to deliver the Tiered Support Services.

2.4. Vodafone Enterprise Broadband Conditions on the Buyer

a. Buyer shall not (and shall ensure that its users shall not) connect or seek to connect the Service to the public switched telecommunications network (phone line) otherwise than in accordance with Applicable Law.

b. The Service is available from within the UK only and, for ADSL and FTTC-based services, only on Wholesale Line Rental ("WLR") lines with BT number ranges. No Service is available in (i) the City of Hull; (ii) the Isle of Man; (iii) the Channel Islands; or (iv) the Republic of Ireland (Eire).

The Buyer shall:

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- c. provide, and appropriately configure its own equipment and facilities (including router and access line unless ordered as part of the Service) necessary to enable it to use the Service.
- d. be responsible for any changes to its existing systems or policies that are required to enable the Service to work, including its security and disaster recovery infrastructure.
- e. be responsible for any licences or certificates for its existing systems and infrastructure, including active directory licences or trusted SSL certificates, that are necessary for the Service to work.
- f. The Buyer shall, at the time of ordering any of the Services under this Service Offer:
 - i. Provide full details of the Services required and the Buyer site locations to enable validation of the Order Form. Such details shall include:
 - A) A) Access and/or Service Bandwidth required;
 - B) B) Rack location;
 - C) C) Room name or room number;
 - D) D) Building name, number, and floor;
 - E) E) Street name, town, city & postcode.
- g. For each Buyer Site location, the Buyer shall provide a site contact name and contact details to include:
 - i. Contact telephone and email address.
- h. Where the services are to be provisioned at a Buyer site that is owned by a third-party landlord the Buyer shall advise the landlord or site owner's details including:
 - i. Landlord or site owner company name;
 - ii. Name of nominated representative, including contact details;
 - iii. Landlord or site owner building address including:
 - A) Room name and/or room number;
 - B) Building name, number, and floor;
 - C) Street name, town, city & postcode.
- i. The Buyer shall provide full details to facilitate the delivery, provisioning and billing of the services requested by Vodafone at the time of ordering including:
 - i. Billing contact name, telephone, and email contact details;
 - ii. Purchase order references;
 - iii. Billing entity/company name;
 - iv. Billing address;
 - v. VAT Registration Number.
- j. Changes to the Buyer's Sites: If during the Initial Period the Buyer notifies Vodafone that it wishes to change the locations of any of the Connections or the Buyer's Sites to which Vodafone supplies the Service, the Agreement will terminate automatically in respect of all

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relevant Connections (but not otherwise) with effect from the date on which the relevant Connection is relocated. The provision of broadband services to any new location or Buyer Site will be subject to a separate Order and Initial Period.

k. Following termination of the Service, Buyer will be issued with a final bill, which will be calculated and sent out to the Buyer once all outstanding Charges, This may take up to eight weeks.

l. Buyer acknowledges it is not possible to terminate only the broadband or line rental or calls element of the Service provided in respect of any Connection. If the Buyer is terminating the Service in respect of any Connection, they should be aware that they will lose all service purchased under these Service Specific Terms in respect of that Connection unless they have made arrangements to have their service transferred to another service provider.

m. In accordance with the Ofcom Voluntary Business Broadband Speeds Code of Practice ("VCoP") if following notification to Vodafone by the Buyer it is determined that the Buyer's access line speed (speed of data connection between the broadband modem and the local exchange or cable head end) in respect of any Connection is significantly lower than the estimated range of access line speeds detailed in the Call-Off Contract Vodafone shall follow the process set out in this Service Offer. For the purposes of this clause, "significantly below" shall mean the Buyer's actual access line speed for a specific Connection falling below the access line speed achieved by the bottom 10th percentile of Vodafone's relevant base of Buyers as advised to the Buyer at the point of the Buyer reporting its speed issues to Vodafone (the "Minimum Guaranteed Access Line Speed"). Vodafone's own speed checker shall be used for determining whether the Buyer's access line speed falls below the minimum guaranteed access line speed.

2.5. Buyer acknowledges fixed line services will use a connection to the Vodafone network via Openreach exchange lines that are installed or taken over by Vodafone and rented to the Buyer as requested on the order form or which already exist when the line is taken over. No telephone numbers would be retained or offered as part of a SOGEA or FTTP broadband Service. Customers for SOGEA or FTTP services may choose to retain an existing PSTN telephone number through a separate digital voice product provided by Vodafone or another provider.

- a. For ADSL and FTTC based services, the Buyer may request that Vodafone:
 - i. takes over existing WLR lines, retaining the Buyer's existing numbers and call and network features (where applicable);
 - ii. takes over existing WLR lines, with new call and network features;
 - iii. connects new lines with a full range of call and network features; or
 - iv. moves, changes or remove lines or call and network features.

2.6. Delivery Conditions on the Buyer

a. Vodafone shall notify the Buyer of Agreed Delivery Date in a written confirmation (the "Committed Delivery Date Confirmation"). The Parties agree that each Service component and each Connection at any Buyer Site may have a different Agreed Delivery Date.

b. Acceptance: The Buyer will be deemed to have accepted the Service on the Agreed Delivery Date unless it cancels the Service before the Cancellation Deadline or notifies

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Vodafone within five Working Days that the Service was not available on that date, in which case it will be deemed to have accepted the Service on the first date on which the Service is available.

2.7. Third-Party Equipment Conditions on the Buyer

- a. In its use of the Services, the Customer shall only use Equipment which has been supplied by Vodafone or by a Third Party Provider from an Openreach approved vendor. Customer Equipment should be provided that conforms to the latest published version of the relevant Openreach Suppliers' Information Note ("SIN") being SIN498 and 517 for FTTC and SOGEA and SIN506 for FTTP which can be viewed (as at the date of these Service Terms) at: <https://www.openreach.co.uk/orpg/home/helpandsupport/sins/sins.do>.
- b. **Warranty:** If Vodafone sells Equipment to the Buyer as part of the Services it warrants that such Equipment (excluding any Software) will be materially free from inherent defects for 12 months (the "Warranty Period") following the date of the Order or such longer period as Vodafone may from time to time publish on its website. If such Equipment becomes faulty within the Warranty Period, the Buyer shall notify Vodafone in writing and, if Vodafone requests it, return the Equipment at Vodafone's cost. Vodafone will repair or replace (at Vodafone's option) the Equipment within 28 days of notification of the fault (or, if the faulty router is returned, within 28 days of receipt). Vodafone's obligations in this clause do not apply if the Buyer has damaged the Equipment or caused the Equipment to become faulty or if the Equipment becomes faulty outside the Warranty Period.
- c. For the avoidance of doubt, clause above shall not apply if the Buyer has purchased a router from a Third-Party Provider.
- d. **Loss of Equipment:** If the Buyer's Equipment is lost or stolen after delivery the Buyer must inform Vodafone as soon as possible in order to limit misuse. The Buyer must pay for all Charges incurred in respect of that Equipment until it has informed Vodafone and must continue to pay the Charges until the Agreement has been terminated in accordance with the General Terms.

2.8. Termination of previous service providers:

- a. By entering into this Agreement, the Buyer authorises Vodafone to terminate and migrate its existing broadband and, if fixed line PSTN Services are being purchased, fixed line service to Vodafone in respect of each Connection at each Buyer Site.
- b. It is a condition of this Service Offer that where the fulfilment of a Buyer's Order requires Vodafone to terminate and migrate any existing broadband or fixed line agreements (whether such agreement is in the name of the Buyer, any User or any other third party), the Buyer:
 - i. authorises Vodafone to terminate its own, Users' and/or any relevant third party's existing agreements;
 - ii. shall be solely responsible for providing all telephone numbers, addresses and other information which Vodafone requests in connection with any such termination and migration; and
 - iii. shall, before the Agreed Delivery Date, procure that all Users and any third party whose existing broadband or fixed line agreements are to be terminated and migrated in connection with any Order authorise Vodafone to terminate

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their agreements with previous broadband service providers and previous fixed line service providers in respect of all relevant Connections and comply with all reasonable requirements in connection with such termination and migration (including providing access to any relevant Buyer Site on the Agreed Delivery Date).

- c. Vodafone will not be liable for wrongful cancellation of any agreements between the Buyer or any User or any third party and its previous provider of broadband or fixed line services or for any monies owing, termination fees or any other charges or claims levied by any such previous service provider, BT or any other third party in connection with the termination or migration of existing broadband or fixed line services. The Buyer shall indemnify Vodafone against any and all claims and losses of any nature arising out of or in connection with termination or migration of any broadband or fixed line services agreements pursuant to this Agreement.

2.9. Coverage: The Buyer acknowledges and agrees that actual throughput speed (actual speed experienced at a particular time when connected to the internet) experienced may be lower than the estimated access line speed due to a number of factors including but not limited to (a) the nature of the Buyer's line; (b) Vodafone's Network capacity; (c) the number of Buyers sharing the relevant network infrastructure; (d) number of Buyers accessing a particular website at any one time or time of day; (e) Vodafone's AUP; and (f) wiring within the premises and wi-fi connection.

2.10. Service Specific Use Conditions on the Buyer

- a. Availability: Buyer acknowledges and agrees that the Service is available from within the UK only and only on Wholesale Line Rental ("WLR") lines with BT number ranges. It is not available in (i) the City of Hull; (ii) the Isle of Man; (iii) the Channel Islands; or (iv) the Republic of Ireland (Eire).
- b. IP Addresses and Domains: Buyer acknowledges and agrees any IP or other network addresses allocated to the Buyer by Vodafone are for use only in connection with the Service, all rights in such addresses belong to Vodafone and the Buyer's right to use them shall revert to Vodafone upon termination of this Agreement.
- c. PSTN Connection: The Buyer shall not (and shall ensure that Users shall not) connect or seek to connect the Services to the public switched telecommunications network (PSTN) otherwise than in accordance with Applicable Law.
- d. Required Equipment and Facilities: In order to receive the Service, the Customer must provision and maintain the required equipment and facilities set out in the Mandatory Accompanying Services and Technical Prerequisites. Where Vodafone determines that the Customer's Equipment and/or facilities do not meet the Required Equipment and/or the Required Facilities specification, Customer will, at its own cost, be responsible for providing the necessary Required Equipment and Required Facilities within the period specified by Vodafone. If the Customer fails to provide or maintain the Required Equipment and Required Facilities Vodafone may delay or suspend the provision of any Services and/or terminate any relevant Order, without having any liability to Customer, and/or may recover any costs incurred including any Recovery Charge. Vodafone shall not be responsible for any performance or non-performance issues with the Service caused by Customer failing to provide or maintain the Required Equipment or Required Facilities.

- e. Cost of Investigations: The Customer shall be responsible for all costs and expenses incurred by Vodafone investigating and/or rectifying any issue with the Service where the issue has been caused by an Excluded Event or by the Customer's: (a) use of the Service contrary to Vodafone's instructions; (b) misuse; (c) neglect; or (d) alteration by Customer or its Users of the Service including any equipment.

2.11. Installation by the Buyer Conditions on the Buyer

If the Buyer installs the Equipment or Buyer Equipment in connection with the Services, it is wholly responsible for:

- a. Connecting a suitable microfilter or pre-filtered master socket to the carrier's master socket (and any extension sockets) at the Buyer Site;
- b. Connecting a suitable router to the relevant port on the microfilter; and
- c. If relevant, connecting a suitable modem for an ADSL or FTTC supplied DSL service to enable access to the Service.
- d. Vodafone will have no liability whatsoever for any loss which the Buyer or any third party suffers as a result of the Buyer installing and/or setting up Equipment or Buyer Equipment to receive this Service.
- e. The Buyer agrees to the terms of any relevant end-used Software licence agreement or such other agreement as may be applicable to govern the use of Equipment and shall be liable for any failure to do so.
- f. The Buyer shall not use the Service or any part of it in a way that in the reasonable opinion of Vodafone or BT could materially affect the quality of any telecommunications service including the Service provided by BT, as notified to the Buyer by Vodafone.

2.12. Telephone Numbers Conditions on the Buyer

- a. For ADSL-based services, Vodafone will make reasonable efforts to retain the Buyer's existing telephone number(s) when the Buyer transfers to Vodafone but may: (i) allocate new telephone numbers to the Buyer; (ii) reallocate or change such telephone numbers as a result of changes in Applicable Law or instructions from any NRA, but in doing so shall use all reasonable efforts to minimize disruption to the Buyer; and (iii) withdraw such telephone numbers where the Buyer or User fails to comply with this Agreement. If the Buyer orders a fixed line and does not request transfer of its existing telephone number(s), Vodafone will allocate a new number to that fixed line. Call barring would be applied to the telephone line.
- b. No telephone numbers would be retained or offered as part of a SOGEA or FTTP broadband service. Customers for SOGEA or FTTP services may choose to retain an existing PSTN telephone number through a separate digital voice product.
- c. Subject to the provisions of any Applicable Law, regulation or licence condition, telephone numbers allocated to the Buyer and all rights in those numbers shall belong to Vodafone and the Buyer shall not sell or transfer, or attempt to sell or transfer, any telephone number to a third party. The Buyer shall have no trade name right in any telephone number that Vodafone allocates to it nor any trade name right that may develop in any telephone number allocated to it and Vodafone may withdraw such telephone number(s) where the Buyer or User fails to comply with the Agreement.

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d. Vodafone shall (where applicable) provide a facility for transferring or porting telephone numbers in accordance with Applicable Law and standard industry practice. Where fixed line telephone numbers are to be transferred to Vodafone, then the Buyer will need to complete and send the porting authority letters to Vodafone using templates provided.

3. Outline Implementation Plan

3.1. The Implementation Plan is set out at Call-Off Schedule 13 (Implementation Plan and Testing).

4. Exit Management Plan

4.1. The Exit Management Plan is set out at Call-Off Schedule 10 (Exit Management)

5. Service Level Agreement

5.1. For the purposes of this Service Offer:

a. The provisions of this Service Level Agreement are compliant with the Service Maintenance Level 1 as set out in Schedule 14 of the Call-Off Terms.

5.2. Vodafone Tiered Support Service Model

a. In addition to the Service Level Agreement in Service Maintenance Level 1 as set out in Schedule 14 of the Call-Off Terms the Buyer will also benefit from the following additional Tiered Support Service Model ("TSSM") as part of the Service,

i. Service Request Fulfilment Support Services:

A) Response and Acknowledgement

Deliverable	Contact Method	SLT
Vodafone Initial Response	Email	Near Instant

ii. Incident Management Support Services:

A) Incident Management Response and Acknowledgement:

Deliverable	Contact Method	SLT
Vodafone will provide the means to report an Incident and provide an Initial Response by the same means.	Telephone	90% of calls answered

B) Incident Management Diagnosis:

Deliverable	Contact Method	SLT
Following an Initial Response and as part of initial diagnosis, Vodafone will: (a) determine the Infrastructure Service or	Telephone	<30 minutes

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Supported System on which the incident has occurred; and
 (b) determine the perceived impact and urgency of the incident including assessment against the criteria for a Major Incident

Deliverable	Contact Method	SLT
Vodafone will route the Incident Record to the appropriate support function for expert diagnosis and subsequent management.		
Vodafone will contact the party raising the incident to confirm Resolution and closure.	Telephone	<24 hours from Resolution

iii. Financial Management (Billing) Support Services:

A) Billing Queries:

Deliverable	Contact Method	SLT
Vodafone will provide the means to raise billing queries and provide an Initial Response via email	Email	Near Instant
Vodafone will ensure that all billing queries received via email are Acknowledged	Email	<24 hours

iv. Operational Change Management Support Services

A) A Vodafone-designated "Change Manager" will be responsible for changes and the change management process established by Vodafone from time to time. The Change Manager may be from Vodafone, Buyer or a third party, dependent upon where Vodafone (acting reasonably) determines that responsibility for change governance resides.

B) Notification of Planned and Essential Operational Changes:

Deliverable	Contact Method	SLT
Vodafone will provide notification of a Planned Outage	Email	10 Working Days
Vodafone will notify Buyer in advance, where reasonably possible, of the scheduling of an Essential Outage	Email	>48 hours

v. Service Request Catalogues

A) Vodafone may make one or more "Service Request Catalogues" available to Buyer through its online portal at OnePortal ("Portal"). A URL for the Portal will be provided to the Buyer via the support handbook.

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Service Request Catalogues contain information about the Tiered Support Services and Service Requests, including those Service Requests that will be self-served by the Buyer and those that will be serviced by Vodafone, broken down by Service.

B) Any Service Request Catalogue information made available to Buyer is provided for guidance only; it is not binding on Vodafone and does not form part of this Agreement.

C) Vodafone may change the information contained in the Service Request Catalogue at its discretion, via a catalogue update, provided that the changes do not materially affect the nature of the Tiered Support Services delivered to Buyer.

6. Optional Schedules

6.1. Not Applicable

7. Mandatory Schedules

7.1. In accordance with the Supplier's obligations under any Call-Off Contract, Vodafone has developed and will maintain the following reports and plans, which are available to view, download, print or save, on Vodafone's Public Sector Portal. By entering into a Call-Off Contract Buyer confirms that it accepts the following reports and plans as is, with no alteration:

- a. Call-Off Schedule 1 (Transparency Reports) - Transparency Report in accordance with Call-Off Schedule 1.
- b. Call-Off Schedule 8 (Business Continuity and Disaster Recovery) – Business Continuity and Disaster recovery Plan in accordance with Call-Off Schedule 8.
- c. Call-Off Schedule 9 (Security) - Security Management Plan in accordance with Call-Off Schedule 9. The Security Management Plan for any Deliverables purchased under this Service Offer shall be the Supplier's Security Management Plan published on Vodafone's Public Sector Portal. By entering into a Call-Off Contract the Buyer acknowledges and agrees:
 - i. the Supplier has prepared and delivered the Security Management Plan (published as set out above) to the Buyer; and
 - ii. the Buyer has approved the Security Management Plan, in accordance with Call-Off Schedule 9 (Security) Part A: Short Form Security Requirements.

8. Service Description and Rate Card

8.1. Primary Services

The VEB Service is provided using, at Vodafone's option, SOGEA, FTTP, ADSL and FTTC broadband access technologies carried over the Vodafone Network and any third party

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network that Vodafone uses to offer the Service. The Service includes unlimited broadband usage within the limits of Vodafone's Acceptable Use Policy ("AUP") set out in this Service Offer.

Buyers have the option to purchase either broadband only services or broadband plus phone line phone services in accordance with the table below:

a. Broadband Only

Vodafone provides only the broadband connection, with no phone line services. The Buyer uses its existing provider for phone line and voice calls, which must be a phone line provided over the BT cabling network. Vodafone will provide a router if that option is chosen in the Buyer's Order (see Supplementary Components below).

b. Broadband plus phone line services (without voice services)

Vodafone provides a broadband connection and phone line services voice calls will be bared to prevent voice calls from being made.

The following standard features are applicable and vary depending on whether the Buyer purchase broadband only, or broadband plus phone line:

Service Feature	Service Feature Detail	Broadband Only	Broadband and Phone Line
Single Account	Capability for a single account covering both residential and commercial site, for multiple sites/connection with enterprise grade helpdesk to helpdesk support.		
Broadband Package – ADSL and FTTC	Broadband package available in ADSL/FTTC38/FTTC52/FTTC76 (subject to Vodafone's confirmation of the technology and speeds available at any individual location) with maximum access upstream/downstream speeds as follows: ADSL = upstream 1Mbps/ downstream 17Mbps FTTC 38 = upstream 10Mbps/ downstream 38Mbps FTTC 52 = upstream 10Mbps/ downstream 52Mbps FTTC 76 = upstream 19Mbps/ downstream 76Mbps	P	P
Broadband Package – SOGEA and FTTP	Broadband package available in depending on the address with expected upstream/downstream speeds determined by an address availability check: SOGEA packages: Single Order Fibre Low Speed (<0.5Mbps) Single Order OGEA Fibre 36 Single Order OGEA Fibre 50 Single Order OGEA Fibre 76 FTTP packages: Full Fibre Low Speed (<0.5Mbps) Full Fibre 36 Full Fibre 73 Full Fibre 100 Full Fibre 200 Full Fibre 500 Full Fibre 900	P	P
Installation Type	Broadband Self Install – Activation An order that is fulfilled without an engineer visit to the premises. Engineer appointments made for a self-install order will be used for street cabinet engineering work only. Broadband Engineer Install – Standard Suitable for simple installations and for most residential premises. Includes: •Up to 10 metres length of internal wiring where needed	P	X

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	<ul style="list-style-type: none"> • Installing the broadband socket within one metre of power socket • Connecting the router • Connecting one device <p>Broadband Engineer Install – Premium</p> <p>Suitable for more complex installations and for most business premises. Includes:</p> <ul style="list-style-type: none"> • Up to 30 metres length of internal wiring where needed • Installing the broadband socket within one metre of power socket • Connecting the router 	
Phone Line (ADSL-based services only)	<p>Connecting up to two devices</p> <p>For ADSL-based services, the physical connection to the Buyer's site is via the BT Openreach Phone Line Copper Access network and will always need a fixed phone line. If the Buyer selects Broadband and Phone Line as its Core Component, it has the option of either ordering a new line from Vodafone or requesting a transfer of its existing line from its existing provider to Vodafone.</p> <p>If the Buyer selects Broadband Only as its Core Component the Buyer will be responsible for providing its own phone line to support the Broadband Service and Vodafone has no liability in respect of the phone line.</p> <p>Call barring would be applied to the phone ine.</p> <p>Phone lines are not available for SOGEA or FTTP services.</p>	N/A
IP Address	<p>Dynamic IP (default)</p> <p>The Service is offered with Dynamic IP addressing as a Core Service feature</p>	P
IP Address Support services	<p>Single Static IP (*at the Buyer's request – dynamic IP addressing will be provided if not such request is set out in the Order.) Alternatively, a single static IP address can be offered to the Buyer as a Core Service feature if requested.</p>	P

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IP Address

P

- Standard Support

- 1. Router fee is optional as customer can provide their own router
- 2. For migration/takeover of existing lines or change of service provider only, without an engineer visit
- 3. For installation where the infrastructure/socket/ONT are already in place without the need for an engineer to visit the premises.
- 4. For installation requiring engineer attendance at site to install the socket/ONT and router where required and proving a working service on one device.
- 5. An enhanced installation option enabling time for engineers to install longer cables or prove working service on further end customer devices.
- 6. Low Speed services are 0.5Mb upload/download for support of voice services only
- 7. Volume discounts as per the thresholds detailed, applied monthly
- 8. Support levels are detailed within the Service Schedule
- 9. Chargeable add-ons can be added or removed at any point within the contract term, min. period 1 month
- 10. Extra £5 Phone Line Miscellaneous Charges

Broadband Miscellaneous Charges

Description	Occurrence	Price
Expedite broadband install appointment	One-off	
Cancelling a new broadband install order up to 4pm on the day before the due date	One-off	
Bandwidth Modify Charge	One-off	
Aborted site visit	One-off	
Phone Line Miscellaneous Charge		

Time-based charges

- Time-based charges apply where:
 - o Openreach carries out work at the Buyer / end user request where this work is not covered under the terms of a service contract with Openreach or where standard Openreach charges are not available. (This includes product health checks.)
 - o Openreach agrees to carry out work at specific times which are not covered within the terms of the guarantee or agreement contract (e.g. during the evening or on a Sunday when the Buyer has a standard maintenance agreement or earlier than within standard time scales.)
 - o The fault is found not to be with any Openreach service or equipment. In particular, this covers the situation where no fault is found, or the fault is found to be on non-Openreach equipment, or is due to damage caused by someone at the

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Buyer’s or end user’s premises, or due to theft, loss or removal of equipment, or in the case of Buyer or end user owned or rented equipment (but not Openreach’s network) faults caused by external or environmental factors (e.g. lightning, electrical surges or floods). If the engineer is able to repair the fault by unplugging a piece of equipment or wiring with no further investigation, then the call-out charge only will apply. Otherwise the hourly rate will always apply.

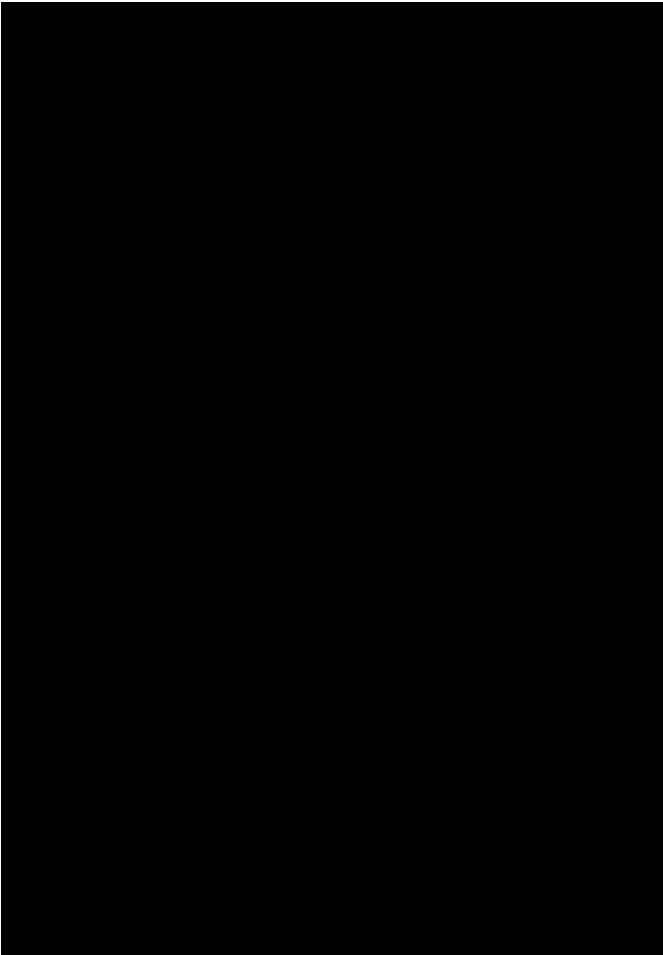
- **Conditions**
 - o Time based charges will not apply if the Buyer cancels the appointment before the Openreach engineer has arrived at the premises, however an abortive visit charge will apply. Once the engineer has arrived at the premises, the time related call out charge only will apply if work is cancelled.
- **Repairs of faults**
 - o Where a reported fault is found to be on an Openreach product or service which is under guarantee or is covered by a maintenance or rental agreement, Openreach will respond to repair the fault or replace the faulty equipment in accordance with the terms of the guarantee or agreement.
- **Provision and rearrangement work**
 - o Time based charges apply where a Buyer requests work to be carried out on site involving the provision or rearrangement of equipment, wiring, network, or services, where:
 - No standard prices exist for this work.
 - The work is to be carried out outside the normal working day or earlier than within our standard time scales.monthly charge will be added onto any 1-year contracts, applies to broadband rental only

Time-based charges Price Card

Type of work	Normal working day	All other times except Sundays and public /	Sundays and public / bank holidays
Call-out charge to repair faults (includes up to 1 hours work) Subsequent charge per hour (or part hour) Visit charge to install or rearrange network or Buyer premises equipment Time based charge (per hour or part) to install or rearrange network or Buyer premises equipment Minimum period charged			

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Supplementary charge per visit to carry out provision work outside normal working hours, where provision during normal hours is included within the normal price (e.g. line connection charges). This can only be used in conjunction with a provide or change request involving normal list prices or contracted work and is in addition to these charges	N/A
Supplementary charge per hour (or part) outside normal working hours where provision during normal hours is included within the normal price	N/A
Minimum period charged	N/A



9. Ancillary Services

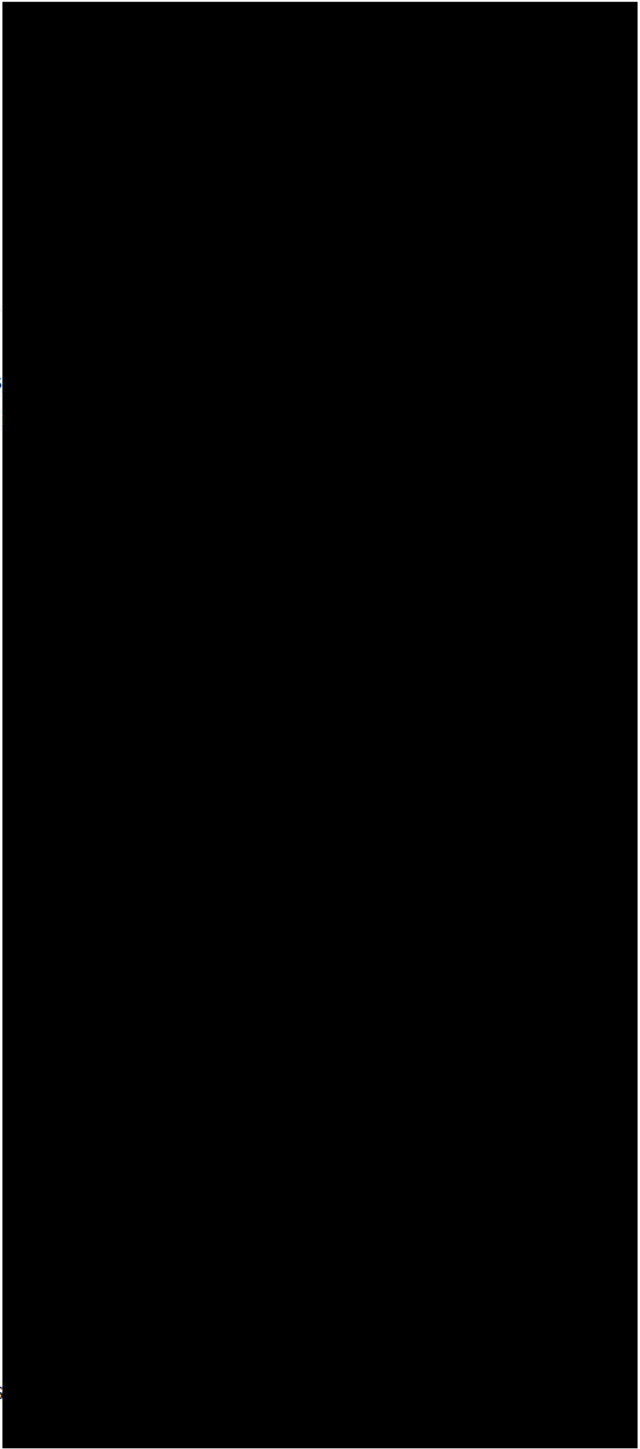
The Vodafone Ancillary Charges below apply to Vodafone Enterprise Broadband Buyers. All Ancillary Charges detailed are Standard List Price and subject to change.

Ancillary Charges associated with Vodafone Site Visits

Site Visit Charges (per visit)				
Ancillary Charges (per visit)	Description	Working hours	Out of Normal Working Hours A	Out of Normal Working Hours B
Site Visit	Buyer Site Visit required/requested which is outside Normal Working Hours.			
Aborted Site Visit †	Vodafone’s engineer Site Visit for an agreed appointment but cannot gain access to do the work required or the Buyer Site has not been appropriately prepared as per Vodafone instructions.			
Site Survey	Additional Site Survey (a Site Survey not identified in any Commercial Terms).			
Extended Site Visit	Should the engineer need to extend the period at Buyer Site for any Buyer related reason, additional Charges will be incurred e.g., access delayed, non-adherence to Vodafone instructions, or for non-provision of LAN cabling.			
Buyer Site Visit Fault/Incident outside of Vodafone domain †	Buyer Site Visit to investigate a reported Fault or Incident which transpires to be outside the domain of the services provided by Vodafone (e.g., services provided by the Buyer or it’s third-party providers).			
Cancelled Site Visit	Buyer caused cancellation of engineering Site Visit Note: No Charge if cancelled more than 48 hours before the scheduled appointment.	Within 24hrs of Site Visit = full Aborted Site Visit charge. Between 24hrs and 48hrs of Site Visit = 50% of Aborted Site Visit charge.		

† This does not include other licensed operator ("OLO") charges, such OLO charges shall be in accordance with the below.

†† For charging purposes part hours are rounded up to the next whole hour

Additional Ancillary Charges for miscellaneous works	
Description	One-off Charge
Breaking or drilling through a wall:	
- Each external wall	
- Each internal concrete wall	
- Each internal non-concrete wall	
Connection Charge per metre or part thereof for cable (fibre or copper), including any jointing required.	
New ductwork, including jointing boxes and any wayleave costs own cable within the new duct route. Charges apply per metre:	
- Blown fibre	
- Blown fibre tubing in duct	
- Internal cabling (including internal blown fibre tubing)	
- Mole ploughing of fibre in sub-duct	
- Soft surface or other mole ploughed	
- Footway	
- Carriageway	
Trunking and tray work within Buyer's curtilage, per metre.	
Provision of a new footway box to connect to a Third-Party operator's network. Not applicable for boxes on a brand-new track.	
Radio provision:	
Buyer cabinet	
Radio monopole	
Elevated Platform usage (charge per day).	
Other additional work carried out will be charged at current cost of material used plus time taken to install.	
Wayleaves	
<ul style="list-style-type: none">Buyer shall secure and keep in place or assist Vodafone to obtain (at Buyer's cost), all relevant Third-Party consents and approvals necessary for the purposes of providing, and preparing for the provision of, the Service. Such consents and approvals include obtaining any necessary wayleave on Vodafone's standard terms, failure to do so may result in delay and additional charges be levied against Buyer.	

Ancillary Charges associated with services provided by a Third-Party/OLO

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- Unless otherwise agreed and stated in the Buyer's Order or in the Buyer's contract with Vodafone, where agreed in advance with the Buyer, the Buyer will be liable for any additional costs charged to Vodafone by Third parties in connection with the provision of the Services. Such Charges include but are not limited to the following:
 - a. Ancillary charges for partial private circuits: Such charges applied to the delivery of the Service into Buyer Sites. These are typically for the use or purchase of standard equipment, copper, or fibre. These Charges are variable and regulated, e.g., charges imposed on Vodafone by BT Wholesale PLC from time to time. Further details of these charges are available on the BT Wholesale website.
 - b. Excess construction charges (ECCs): Such charges can include ducting, telegraph poles, breaking through walls etc. These charges are variable and regulated, e.g., charges imposed by Openreach. Further details of these charges are available on the Openreach website, and the BT Wholesale website – as amended from time to time. Buyers will be required to approve all ECCs before they are applied.
 - c. Time Related Charges: Time related charges ("TRCs") are raised to recover the cost incurred when OLO or Third-Party engineers perform work that is not covered under the terms of the service. For example, TRCs apply where there are no standard prices for the work required, it falls outside Vodafone or OLO normal hours, is needed earlier than standard timescales or is at Buyer's Site and not covered under terms.
 - d. Other Third Party/OLO charges: The Buyer will be liable for any other additional costs including line rental and cabling charged to Vodafone by Third Parties or OLOs e.g., Virgin Media and Vodafone Fibre contractors.

Internal Building Moves (Vodafone)

For internal circuit shifts within the same building, the following will apply:

- a. A one-off charge of 50% of the cost of a new install at that site and the annual rental will remain the same on condition that the service provided over the circuit remains the same.

Internal Building Moves (Openreach)

These charges are covered in Time Related Charges (s2.1.c) i.e., labour costs plus ECC where applicable.

External Building Moves

For external circuit shifts within the same building, the following will apply:

- a. For shift of one end of the circuit – 50% of new install and a recalculation of the annual rental.
- b. A shift of both circuit ends will be considered as a completely new circuit therefore, 100% of new install and a re-calculated annual rental will apply.
- c. For Openreach, connection fee plus ECCs where applicable

Service Regrades/Changes

- Buyers are entitled to request a re-grade to increase or decrease the Committed Information Rate (CIR) for Circuits and Bearers (full contractual details concerning such changes can be found in the relevant product Service Schedule).

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- Regrading circuits within the maximum access circuit speed of the Bearer provided for the circuit constitutes a soft change.
- Downgrades are not permitted where the resultant CIR is below the original CIR provisioned on the circuits. The charge for such a change is £200. If the change in CIR requested results in a requirement for a larger Multi Service Access Bearer (MSAB) this is considered a hard change which will require a cease and re-provide. New install and annual rental charges will apply.

Order on hold

- An "On Hold" Order means an Order which cannot progress without Buyer approval and such approval is withheld (e.g., site not ready). Orders which are On Hold for more than 90 calendar days cumulatively will accrue a monthly Charge of 20% of the monthly circuit Charge.

Ancillary Charges Definitions

Definitions Term	Definition
Out of Normal Working Hours A	Any time outside of normal Working Hours on Monday to Friday and including any time on Saturday but excluding any time within Out of Normal Working Hours B.
Out of Normal Working Hours B	Any time on a Sunday or Public Holiday in the UK.

2. Definitions

Definitions	
Acknowledge	a confirmation given to Buyer that a particular request or Incident raised is valid and the provision to Buyer of a unique reference for it. "Acknowledge" shall be construed accordingly.
Additional Service Recipients	a Buyer Group entity which is not a direct party to this Agreement, but which is named in this Agreement as a beneficiary of the Services or otherwise approved to receive the Services
ADSL	Asymmetric Digital Subscriber Line, a technology for transmitting digital information on existing phone lines to homes and businesses.
Agreement	means the Call-Off Contract and Service Offer.
AUP	Vodafone's acceptable use policy available on request.
BMI	a "Buyer major incident", being the highest category of Impact for an Incident resulting in significant disruption to the business of Buyer.
BT	British Telecommunications plc including its Openreach and BT Wholesale divisions.
Buyer	The entity identified as the Buyer in the Call-Off Contract.
Buyer Equipment	hardware, Software or any other tangible material not supplied by Vodafone that is used with or to access the Service. Any Equipment Buyer purchases from Vodafone shall be considered to be Buyer Equipment once title has passed to the Buyer.
Buyer Group	Buyer and any company in which Buyer has the beneficial ownership of more than 50% of the issued share capital,

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	or the legal power to direct the general management of the company in question, either at or after the date of the Call-off Contract.
Buyer Site	as the context permits a Buyer's premises (either owned by Buyer or a third party) which Vodafone needs to access in order to deliver or install Equipment and/or to provide the Services or the location where the Services are to be provided, as set out in the Call-Off Contract.
Buyer's Service Desk	is the service desk provided by Buyer which will be the initial point of contact between Vodafone and Buyer.
Change Request	any change to the Service which the Buyer may be entitled to request under this Service Offer (whether or not chargeable) including any change listed in the Service Request Catalogue.
Cancellation Deadline	12 noon on the day which is two Working Days before the Agreed Delivery Date as set out in the Committed Delivery Date Confirmation.
BPE (Buyer premises equipment)	Fixed Equipment on Buyer Site.
End Of Life	where Vodafone or a manufacturer of Equipment declares that the type of Equipment is end-of-life (or otherwise stops marketing, selling or supporting it).
Equipment	hardware, Vodafone Software, and any other tangible equipment (other than SIMs) supplied by, or on behalf of, Vodafone to Buyer for use in receiving the Services. Equipment excludes Buyer Equipment.
Essential Outage	an Outage that is not a Planned Outage including, but not limited to, Outages caused by a force majeure event or an act or omission of any third party which is beyond Vodafone's reasonable control.
Fixed Equipment	hardware, Vodafone Software, BPE and any other tangible equipment (other than SIMs and mobility equipment) supplied by or on behalf of, Vodafone to Buyer for use in receiving the Services.
FTTC	Fibre to the Cabinet, a connectivity technology based on a combination of fibre optic cable and copper cable.
FTTP	Uses an access technology known as Fibre to the Premises (FTTP) that is the basis for the 'Full Fibre' service. FTTP services are carried over a fibre optic cable all the way to the Customer's premises. FTTP does not share the line with a PSTN line or offer the ability to make fixed telephone calls.
GSM Gateway	any equipment containing a SIM card which enables the routing of calls from fixed apparatus to mobile equipment by establishing a mobile-to-mobile call.
Helpdesk(s)	The Buyer Services Helpdesk or Buyer Management Centre.
Incident	an unplanned interruption to an IT service or reduction in the quality of an IT service. Failure of a configuration item that has not yet affected Service is also an Incident.
Incident Record	a record containing the details and lifecycle of an Incident.
Infrastructure Services	an IT service that is not directly used by Buyer's business but is required for the provision of other IT services (for example either a Functional Service, connectivity service, hosting service or any combination thereof).

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Initial Response	a first response from Vodafone to an individual raising a request or Incident, such as answering the telephone or replying to an email.
IP Address	the internet protocol address which Vodafone may issue in relation to Equipment or the Service.
Network	the communications network together with the equipment and premises that are connected to such network and which are used by Vodafone to perform the Services.
Operating Hours	The hours during which the Helpdesks and/or the VCO are available as set out in the table below.
Planned Outage	the scheduled unavailability of an Infrastructure Service.
Resolution	the exercise by Vodafone of its reasonable endeavours to repair the root cause of an Incident or Problem, or to implement a workaround.
Service Commencement Date	the date of completion of Vodafone's testing when the Service is ready for use.
SLT	Service level target.
Service Request	a request from a user for information, or advice, or for a Standard Change or for access to an IT service made in accordance with the requirements of the relevant Service Request Catalogue.
Service Request Catalogue	a type of catalogue made available to the Buyer that identifies the different types of Change Requests available to the Buyer in relation to the Service including, where applicable, details of any service cover period, SLTs, charges or other important information.
Services	the Vodafone product(s) detailed in this Service Offer.
Site Survey	a survey of a Buyer's Site to assess whether (in Vodafone's opinion) the existing infrastructure is sufficient for providing the Services and detailing what the Buyer needs to do to receive the Service.
SOGEA	Uses an access technology known as Single Order Generic Ethernet Access (SOGEA) that is the basis for the 'Single Order' service. Single Order broadband is similar to FTTC except it does not share the line with a PSTN line with the ability to make fixed telephone calls.
Supplier	Where used in this Service Offer or Call-Off Contract means Vodafone.
Third Party Provider	a Key Subcontractor or third party contracted by Vodafone or Buyer that provides a Service, or that provides a service that connects to a Service.
Tiered Support Service Model or TSSM	the tiered support services provided by Vodafone in accordance with the service level agreement set out herein.
User	an individual end user of the Services who is approved by Buyer and who must be a permanent or temporary employee or sub-contractor of Buyer or an Additional Service Recipient unless otherwise specified in this Agreement.
User Details	a username, password, or other access information used by a User to access the Service and/or Equipment.

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VCO	Vodafone Corporate Online, the online portal provided by Vodafone used by the Buyer to place orders for additional Services and / or changes to existing Services.
Vodafone	Vodafone Limited, registered number 01471587, and registered office Vodafone House, The Connection, Newbury, Berkshire RG14 2FN.
Vodafone Software	any Software supplied by Vodafone or its licensors to Buyer (including Software embedded in any Equipment).
Working Days	Monday to Friday inclusive, other than public holidays in the UK.
Working Hours	the hours between 8.00am and 6.00pm on each Working Day.

Vodafone Dedicated Internet Access

1. The Service

- 1.1. Dedicated Internet Access provides fast and reliable access to the Internet over a dedicated access circuit provided at a range of fixed and burstable bandwidths from 10Mbps to 10Gbps.
- 1.2. Vodafone will provide you with wide area connectivity for the provision of a managed or unmanaged point-to-point data-only connection and/or wide area connectivity for the provision of a managed or unmanaged point-to-internet/cloud data-only connection (the "Service").
- 1.3. Vodafone is committed to providing our Buyers with a truly fast, reliable, and exceptional service. With Dedicated Internet Access from Vodafone, businesses that have outgrown or have greater demands that cannot be accommodated can benefit from our comprehensive portfolio of Connect, Communicate and Collaborate services. We can help businesses consolidate communications, simplify supplier management, and provide tangible cost savings. Vodafone's strong relationship with the IP backbone allows us to be one of the world's most reliable networks, making it simple to tailor Dedicated Internet Access to exactly the way you want it.

2. Conditions on the Buyer

- 2.1. General Conditions on the Buyer
- a. Authorised Users: Access by Buyer to the Services and Equipment is limited to authorised Users. If Vodafone provides each authorised User with User Details, Buyer is responsible for: (a) The security of the User Details; and (b) providing Vodafone with the identity of the authorised Users and keeping that information current. Vodafone accepts no liability for any unauthorised or improper use or disclosure of any User Details. Buyer is liable for all acts and omissions conducted using the User Details up until the time that it informs Vodafone that they are being used without authority or may be compromised.
- b. Additional Service Recipient: If Buyer wishes to add Additional Service Recipients, the Buyer shall: (a) provide the full corporate details of the Additional Service Recipient; (b) seek approval in writing from Vodafone; (c) inform the Additional Service Recipient of the contractual arrangements; and (d) agree to pay such additional charges as Vodafone may reasonably request in relation to the approval of such requests.
- c. Save as expressly permitted under this Agreement, Buyer shall not resell, distribute, provide or sub-license the Services or Equipment (except Buyer Equipment) to any third party.
- d. Buyer shall take appropriate measures to back up data and otherwise protect against loss of data under this Agreement.
- e. Terms of use: Buyer shall not (a) make unauthorised modifications to the Services (b) use the Services as a means to establish permanent services, relay connections or interconnection services or any similar commercial activities, (c) do anything that causes the Network to be impaired; (d) use automated means to make calls, texts or send data (including via a GSM Gateway), unless expressly authorised in this Agreement or (e) use the Services in a way that may reasonably be considered to be a nuisance, defamatory,

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offensive, abusive, obscene or in a violation of any person's rights or is illegal, fraudulent or contrary to good faith commercial practise to Vodafone's detriment. Buyer shall comply with the AUP in using the Services. Buyer shall notify Vodafone immediately of any breach of security or unauthorised use of the Services.

f. Service Monitoring: Buyer gives express consent for Vodafone to monitor Buyer's use of the service (and disclose and otherwise use the information obtained) only to: (a) the extent allowed by applicable law; (b) comply with applicable law; (c) protect the Network from misuse; (d) protect the integrity of the public internet and/or Vodafone's systems and Networks; (e) the extent necessary to determine if Buyer has breached any conditions or restrictions on use of the Service; (f) provide the Service; and /or (g) take other actions agreed or requested by Buyer.

g. Security: Buyer shall take reasonable steps in line with commercial good practise with entities it controls to limit misuse or threat to the Service or Network; and address any misuse or threat identified by Vodafone through the implementation of appropriate security or user controls. Buyer must seek prior approval from Vodafone before running any security tests, vulnerability scans or penetration tests on Equipment or Services.

h. Buyer acknowledges that Buyer Equipment not authorised for use on the Network or any unauthorised attempt to repair or tamper with the Equipment may result in an impaired User experience and/or invalidate the manufacturer's warranty.

i. Buyer must follow Vodafone's reasonable recommendations regarding Equipment maintenance or upgrades.

j. Equipment that is (i) out of manufacturer's warranty; or (ii) End Of Life is used at the Buyer's risk unless expressly agreed otherwise by Vodafone.

k. Buyer shall:

- i. Appropriately configure its Equipment to enable consumption of the Service.
- ii. Maintain Buyers Equipment
- iii. Provide details to facilitate the delivery, provisioning and billing of the Services requested by Vodafone at the time of ordering.
- iv. Secure and keep in place, or assist Vodafone to obtain (at the Buyer's cost), all relevant third party consents and approvals necessary for the purposes of providing, and preparing for the provision of, the Service. Such consents and approvals include obtaining any necessary wayleave on Vodafone's standard terms.

l. Where Buyer terminates the Call-Off Contract during the Initial Period, the Buyer agrees to pay Vodafone's reasonable and proven Losses resulting from the termination of the Call-Off Contract.

m. This Service Offer is subject to survey. In the event the Site Survey output results in an increased price from the Call-Off Contract then the Buyer has the right to cancel in accordance with the terms of this Service Offer and Call-off Contract.

n. Unless otherwise agreed and stated in the Buyer's Call-Off Contract, where agreed in advance with the Buyer, the Buyer will be liable for any additional costs charged to Vodafone by third parties in connection with the provision of the Services. Such charges

(often referred to as Excess Construction Charges) are detailed in the Ancillary Services section of this Service Offer. These charges will be notified to the Buyer before any construction works take place and In the event that this results in an increased price from the call off the Buyer has the right to cancel this call off contract in accordance with the terms of this Service Offer and Call off Contract.

o. Format: If Buyer requires this Service Offer (including bills, communications, or any document referred to therein) in a different format, please contact your Vodafone account manager, or frameworks_team@vodafone.com who will clarify Buyer requirements.

2.2. Fixed Services Conditions on the Buyer

a. Service Commencement Date: Buyer shall notify Vodafone within 5 Working Days of the Service Commencement Date if the Services do not conform to the standard testing criteria and provide sufficient supporting details. Upon receipt of notification, Vodafone shall take reasonable action to meet the standard testing criteria.

b. Vodafone-Owned Equipment: The following will apply where Vodafone provides Fixed Equipment for Buyer's use with a Service:

- i. Title: Title to the Fixed Equipment at all times belongs to Vodafone, its suppliers, or subcontractors (subject only to any rights which may be granted to Buyer in respect of Vodafone Software as set out in this Service Offer).
- ii. Buyer Obligations: Buyer agrees to:
 - iii. provide secure storage for Fixed Equipment that is sent to Buyer Sites prior to installation;
 - iv. use the Fixed Equipment only for the purpose of using the Services, in accordance with Vodafone's instructions and applicable Law;
 - v. allow only Vodafone's authorised representatives to add to, move, modify, inspect, test or alter the Fixed Equipment (either on Buyer Site or remotely);
 - vi. adequately insure for, and notify Vodafone immediately of, loss, breach or suspected breach or damage to the Fixed Equipment;
 - vii. only connect the Fixed Equipment to the Network using a network termination point that has been approved in advance by Vodafone;
 - viii. provide Vodafone with adequate power supply, connection, and space for the operation of the Fixed Equipment at Buyer Sites and in the case of BPE, patch cords and cabling and provide Vodafone 10 Working Days' notice of any known disruptive event (such as power disconnection); and additionally, specifically in relation to BPE:
 - A) appoint a local security representative to ensure the physical security of the BPE who will grant access by approved authorised personnel only and conduct routine physical checks, including ensuring tamper evident labels remain intact; and
 - B) ensure that the physical environment in which the BPE is housed is appropriate for the protective marking of the data being transmitted through such Fixed Equipment. In particular (i) BPE must be located in a communications room or other isolated area that is suitable to limit the

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occurrence of accidental or malicious damage to the BPE; and (ii) if the BPE is located in a shared environment, then it must be kept in a dedicated locked cabinet or rack. If that is not possible, robust access control mechanisms must be implemented by Buyer, with access only available with prior approval from Buyer's local security representative.

c. Buyer Equipment: Where Buyer provides Buyer Equipment for use with a Service Buyer shall (and Buyer acknowledges that failure to do so will excuse Vodafone from liability for failure to deliver the Service):

- i. install and configure the Buyer Equipment at the Buyer Sites by the date necessary to allow Vodafone to perform its obligations;
- ii. maintain the Buyer Equipment including prompt installation of security patches and updates;
- iii. promptly after the Service terminates, give Vodafone access to and reasonable help with disconnecting Buyer Equipment from the Service; and
- iv. warrant and undertake that Buyer has full authority to permit Vodafone to perform the Services using the Buyer Equipment

d. Buyer Sites: For the purposes of preparing for and delivery of the Services, Buyer shall:

- i. carry out, or permit Vodafone or its subcontractors to conduct, a Site Survey;
- ii. prepare the Buyer Site for the Services in accordance with Vodafone's instructions;
- iii. allow and/or have in place (or assist Vodafone to do so at Buyer's cost) all third-party consents necessary to allow Vodafone or its subcontractors and agents (and obtain consents from third parties to allow) to:
 - A) access the Buyer Sites, and any Buyer Equipment, Fixed Equipment or Equipment, and third-party property located there, as Vodafone reasonably requires to perform its obligations under this Agreement (including for the purposes of installing and uninstalling Equipment (whether in the Buyer Sites or outside) and providing and preparing for the provision of, the Services) and including access outside Working Hours; and
 - B) ensure that Buyer Sites are safe and have a suitable working environment.

e. Emergency Services:

- i. General: In the event of a power cut or failure affecting Buyer's fixed line and/or broadband Service, or a failure of the internet connection on which the Service relies, Buyer may not be able to make calls including calls to emergency services. This may also affect any calls using the internet including calls to emergency services (see, below in 2.3(e)(iii)).
- ii. Buyer obligations: Buyer shall:

- A) provide Vodafone with complete and accurate Buyer Site address information; and
 - B) give Vodafone at least 30 days' written notice of any change to the location of any Fixed Equipment and to any change to the relevant Buyer Site address information
 - C) Buyer acknowledges that any failure to provide the information required may render emergency services unable to identify User's location.
- iii. Calls using the internet: Additionally, where a Service places calls using the internet, Buyer shall:
- A) make Users accessing the Service via a soft client aware that Vodafone may be unable to automatically determine their location if they make an emergency services call using the Services; and
 - B) ensure that such Users provide their location details in the event that they make an emergency services call using the Services. In the event of a power failure, the emergency call placed will be routed over the Network and not through the Service; and
 - C) provide registered address where a Buy or User will make calls over the internet including if there are multiple addresses where such calls will be made, and keep information on all such locations up to date.

2.3. Tiered Support Services conditions on Buyer

- a. Buyer shall provide Vodafone with an email address for correspondence and shall be responsible for keeping Vodafone updated of any change.
- b. Buyer shall carry out an initial analysis of any Incident reported to its Buyer's Service Desk, to establish whether the Incident should be referred to Vodafone Buyer shall ensure it provides Vodafone with a key site list of all Buyer Sites that require BMI on or before the Service Commencement Date and shall further ensure that it notifies Vodafone of any updates or amendments to the key site list during the relevant Initial Period The Buyer is required to ensure that the first key site list and any updates or amendments to the key site list are notified by email to the appointed service manager at Vodafone.
- c. Service Desk: Buyer's Service Desk is the service desk provided by Buyer that will be the initial point of contact between Vodafone and Buyer, in relation to the Tiered Support Services.
- d. Buyer shall nominate, and notify Vodafone of, one or more points of contact that shall be the primary management interface between Buyer and Vodafone and who shall have the authority contractually to bind Buyer for the purpose of enabling Vodafone to deliver the Tiered Support Services.

2.4. Dedicated Internet Access Conditions on the Buyer

- a. If using an existing Global IP-MPLS Network Access Bearer (i.e. Multi-Service Access Bearer - MSAB) for Dedicated Internet Access then Only Bandwidth and Router (if required) pricing should be applied.
- b. The Buyer shall provide 100/1000 Mbps Ethernet (IEE802.3-2015) LAN port and RJ45 cable, or for 10Gbps Ethernet (IEEE802.3-2015) services, 10GBASE-SR multi-mode fibre

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interface with LC connector to connect to the Supplier Network Termination Unit or where supplied the BPE router. Alternative interfaces can be agreed at time of order

The Buyer shall, at the time of ordering any of the Services under this Service Offer:

- c. Provide full details of the Services required and the Buyer site locations to enable validation of the Order Form. Such details shall include:
 - i. Access and/or Service Bandwidth required
 - ii. Rack location
 - iii. Room name or room number
 - iv. Building name, number, and floor.
 - v. Street name, town, city & postcode
- d. For each Buyer Site location, the Buyer shall provide a site contact name and contact details to include:
 - i. Contact telephone and email address
- e. Where the services are to be provisioned at a Buyer site that is owned by a third party landlord the Buyer shall advise the landlord or site owner's details including:
 - i. Landlord or site owner building address including:
 - A) Room name and/or room number
 - B) Building name, number, and floor.
 - C) Street name, town, city & postcode
- f. f) The Buyer shall provide full details to enable billing of the Service including:
 - i. Billing contact name, telephone, and email contact details
 - ii. Purchase order references
 - iii. Billing entity/company name
 - iv. Billing address
 - v. VAT Registration Number
- g. Provide details to facilitate the delivery, provisioning and billing of the services requested by Vodafone at the time of ordering
- h. PSTN connection: Buyer shall not (and shall ensure that its Users shall not) connect or seek to connect the Services to the public switched telecommunications network (PSTN) where prohibited by Applicable Law (for example, in Turkey, Egypt and the UAE).
- i. Third-Party Provider: Where required by Applicable Law, the Service may be provided in a given country by a Third-Party Provider. Buyer shall be aware that in certain geographic locations, Vodafone will provide the Services through the use of a local Third-Party Provider ("Third-Party Provider Supplied Internet Access Services").
- j. Regulated Items: The export and/or import of certain Vodafone provided hardware and software (including, without limitation, the NTE if provided with Ethernet access, and any Managed Vodafone Supplied Router where contracted for) ("Regulated Items") is

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subject to domestic and/or foreign government export and/or import laws, rules, policies, procedures, restrictions and regulations (“Export/Import Controls”). Buyer represents and warrants the following for Regulated Items: (a) Buyer will export, import and/or disclose them only in strict compliance with applicable Export/Import Controls; and (b) Buyer will not try in any manner to evade US or any other jurisdiction’s export controls on encryption. Buyer acknowledges that the Export/Import Controls may include a complete prohibition on the export, re-export, import and/or use of a Regulated Item in certain jurisdictions thereby precluding the use of Internet Access Services in these jurisdictions.

k. Access Circuits: Vodafone will not be liable for any degradation of performance by, or fault to, the Access Circuit that occurs as a result of, or in connection with, technical limitations beyond Vodafone’s control.

l. DNS: Notwithstanding the assistance provided by Vodafone regarding DNS services as set out in the Service Specification, Buyer is responsible for ensuring that Buyer has all necessary rights or licences to use Buyer Domain Names or that Buyer have all necessary rights and consents to have them registered.

m. IP Address and Autonomous System Numbers (“ASNs”): IP Addresses and ASNs that Vodafone make available for Buyer are not owned by Vodafone and they are subject to availability and to recall and suspension by the relevant authorising bodies.

n. Black holing: Vodafone will Black Hole traffic to affected Services in response to a DDoS attack if (a) there is an attack on the Vodafone IP Backbone that is affecting the Service at one or more Buyer Sites; (b) Vodafone believes that there is a reasonable danger of congestion on a Service Element; and (c) if Buyer requests Vodafone to Black Hole specific IP Addresses or an IP Address range belonging to Buyer’s network. Buyer may request to control the activation of Black Holing using the Service Change Request Procedure. Black Holed data will be lost and is not recoverable either during or following an occurrence of a DOS or DDoS attack. Vodafone is not responsible for any loss of data, loss of use or other loss arising from Black Holing.

o. Providing Service over Existing Global IP-MPLS Network Access Bearers: Buyer may use an existing Global IP-MPLS Network Access Bearer (also referred to as existing MSAB (Multi-Service Access Bearer) within the Service Specification) for its IP-VPN Service also for Dedicated Internet Access. In this case, if Buyer terminates the IP-VPN Service at the Buyer Site, then the associated Dedicated Internet Access Service at that Buyer Site will also terminate.

p. Any Changes to the Service, including ordering additional Services or amending an existing Service, shall be subject to the following service change request procedure (“Service Change Request Procedure”):

i. If either Party wishes to propose a change, it shall notify the other Party of that fact by sending a written request to the other Party's account manager, specifying in as much detail as is reasonably practicable the nature of the requested change.

ii. As soon as reasonably practicable after sending or receiving a written request for a change, Vodafone shall provide Buyer with a brief written proposal in relation to the relevant change (a “Change Control Proposal”) including, where applicable, the following information: (i) details of the proposed change and its

impact on the Service including, without limitation, any changes to the Service, Service Levels and any other variations to this Agreement; (ii) a statement of the cost and expense of implementation and on-going operation of the relevant change, including any alteration of the charges or additional charges relating to the proposed change; (iii) a timetable for the implementation of the change; and (iv) details of the impact, if any, of the proposed change on any existing Services.

iii. Buyer shall review Vodafone's Change Control Proposal as soon as reasonably practicable and will either accept or reject the proposed Change Control Proposal. If the Parties agree with the proposed Change Control Proposal, they shall issue an amendment to the Agreement authorising the change in the form of a change Order.

iv. If it is necessary to use additional resources or to incur any other additional costs in making a change, they shall be calculated as a change to the Charges. Vodafone shall have no obligation to commence work in connection with any change until a relevant change Order authorising a change is executed by the Parties in writing.

q. Where a new Buyer Site is added via the Service Change Request Procedure or where a Configuration Change to an existing Buyer Site has been approved via the Service Change Request Procedure, Vodafone will notify Buyer of specific site requirements at the Buyer Sites.

3. Outline Implementation Plan

3.1. The Implementation Plan is set out at Call-Off Schedule 13 (Implementation Plan and Testing).

4. Exit Management Plan

4.1. The Exit Management Plan is set out at Call-Off Schedule 10 (Exit Management)

5. Service Level Agreement

5.1. For the purposes of this Service Offer:

a. The provisions of this Service Level Agreement are compliant with the Service Maintenance Level 1 as set out in Schedule 14 of the Call-Off Terms.

5.2. 5.2. Vodafone Tiered Support Service Model

a. In addition to the Service Level Agreement in Service Maintenance Level 1 as set out in Schedule 14 of the Call-Off Terms the Buyer will also benefit from the following additional Tiered Support Service Model ("TSSM") as part of the Service,

i. Service Request Fulfilment Support Services:

A) Response and Acknowledgement

Deliverable	Contact Method	SLT
Vodafone Initial Response	Email	Near Instant

ii. Incident Management Support Services:

A) Incident Management Response and Acknowledgement:

Deliverable	Contact Method	SLT
Vodafone will provide the means to report an Incident and provide an Initial Response by the same means.	Telephone	90% of calls answered

B) Incident Management Diagnosis:

Deliverable	Contact Method	SLT
Following an Initial Response and as part of initial diagnosis, Vodafone will: (a) determine the Infrastructure Service or Supported System on which the incident has occurred; and (b) determine the perceived impact and urgency of the incident including assessment against the criteria for a Major Incident	Telephone	<30 minutes

Vodafone will route the Incident Record to the appropriate support function for expert diagnosis and subsequent management.

Vodafone will contact the party raising the incident to confirm Resolution and closure.

Telephone

<24 hours from Resolution

iii. Financial Management (Billing) Support Services:

A) Billing Queries:

Deliverable	Contact Method	SLT
Vodafone will provide the means to raise billing queries and provide an Initial Response via email	Email	Near Instant
Vodafone will ensure that all billing queries received via email are Acknowledged	Email	<24 hours

iv. Operational Change Management Support Services

A) A Vodafone-designated "Change Manager" will be responsible for changes and the change management process established by Vodafone from time to time. The Change Manager may be from Vodafone, Buyer or a third party, dependent upon where Vodafone (acting reasonably) determines that responsibility for change governance resides.

B) Notification of Planned and Essential Operational Changes:

Deliverable	Contact Method	SLT
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Vodafone will provide notification of a Planned Outage	Email	10 Working Days
Vodafone will notify Buyer in advance, where reasonably possible, of the scheduling of an Essential Outage	Email	>48 hours

v. Service Request Catalogues

- A) Vodafone may make one or more “Service Request Catalogues” available to Buyer through its online portal at OnePortal (“Portal”). A URL for the Portal will be provided to the Buyer via the support handbook. Service Request Catalogues contain information about the Tiered Support Services and Service Requests, including those Service Requests that will be self-serviced by the Buyer and those that will be serviced by Vodafone, broken down by Service.
- B) Any Service Request Catalogue information made available to Buyer is provided for guidance only; it is not binding on Vodafone and does not form part of this Agreement.
- C) Vodafone may change the information contained in the Service Request Catalogue at its discretion, via a catalogue update, provided that the changes do not materially affect the nature of the Tiered Support Services delivered to Buyer.

6. Optional Schedules

6.1. Not Applicable

7. Mandatory Schedules

7.1. In accordance with the Supplier’s obligations under any Call-Off Contract, Vodafone has developed and will maintain the following reports and plans, which are available to view, download, print or save, on Vodafone’s Public Sector Portal. By entering into a Call-Off Contract Buyer confirms that it accepts the following reports and plans as is, with no alteration:

- a. Call-Off Schedule 1 (Transparency Reports) - Transparency Report in accordance with Call-Off Schedule 1.
- b. Call-Off Schedule 8 (Business Continuity and Disaster Recovery) – Business Continuity and Disaster recovery Plan in accordance with Call-Off Schedule 8.
- c. Call-Off Schedule 9 (Security) - Security Management Plan in accordance with Call-Off Schedule 9. The Security Management Plan for any Deliverables purchased under this Service Offer shall be the Supplier’s Security Management Plan published on Vodafone’s Public Sector Portal. By entering into a Call-Off Contract the Buyer acknowledges and agrees:
 - i. the Supplier has prepared and delivered the Security Management Plan (published as set out above) to the Buyer; and

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- ii. the Buyer has approved the Security Management Plan, in accordance with Call-Off Schedule 9 (Security) Part A: Short Form Security Requirements.

8. Service Description and Rate Card

8.1. Primary Services

The Vodafone Dedicated Internet Access Services provide Buyer with symmetrical access to the public internet either over dedicated access bearers, shared access bearers, or directly to Vodafone's IP-VPN network. The Service is provided using the Global Vodafone IP Backbone or a combination of the Global Vodafone IP Backbone and the Vodafone Global IP-MPLS Networks. The term "Service" or "Services" in these Service Specific Terms means the Internet Access Services (as further detailed in the Service Specification).

Dedicated Symmetrical Access Circuits - Buyers do not have to share their bandwidth with anyone else. Buyers receive all the bandwidth that they are paying for. Symmetrical circuits allow Buyers to utilise the full available bandwidth for either upstream or downstream traffic. There are no restrictions on monthly usage or additional charges for large files.

Choice of access connectivity - Fibre-based Ethernet, connections at any of the standard 100Mbps, 1000Mbps or 10Gbps speeds. The Dedicated Internet Access Service can be provided at a range of lower 'throttled' speeds, so Buyers only pay for the bandwidth provided. The Buyer can take the higher bandwidth when the Buyer's requirements change. Buyers are able to order the following committed bandwidth combinations;

Buyer Premise Equipment (BPE) (i.e. Routers) – where ordered these will be installed, configured, managed and maintained by Vodafone. BPE and other devices inherit the physical controls of the Buyer environment in which they are installed. In addition to these physical controls, additional controls are deployed to help mitigate the risks associated with power (feeds, power distribution units, UPS or equivalent backup generators) and cabling security (e.g. change management, dual routing, cable labelling, tidy & careful cabling to documented standards (e.g. avoids bends, kinks), use of ducting and where possible enclosed metal or clear conduit. There are three types of BPE a Buyer can rent;

- a. Low – Router hardware capable of supporting the requested VPN (port) throughput bandwidth as measured using an IMIX traffic profile
- b. Medium – Router hardware capable of supporting the requested VPN (port) throughput bandwidth as detailed in the router pricing section.
- c. High – Router hardware capable of offering a higher service performance and supporting upgrades in VPN (port) bandwidth without a change in router hardware. Premium router hardware shall be capable of supporting the maximum VPN (port) bandwidth possible on the chosen access connectivity based on a IMIX traffic profile. Premium router hardware should be selected where there is a requirement for a small average 64 Byte packet size (such as for large IP Voice traffic usage)

Access Circuit Bandwidth	Committed Service Bandwidths	Committed + Burst Service Bandwidths (Global IP-MPLS Access types only)	Access Technology	Interface (Buyer Provided Router)
100Mbps	10, 15, 20, 30, 40, 50, 60, 70, 80, 90, 100Mbps	10Mbps burst to 20Mbps 20Mbps burst to 40Mbps 50Mbps burst to 100Mbps	Ethernet	RJ45
1000Mbps	100, 200, 250, 300, 400, 500, 600, 700, 800, 900, 1000Mbps	100Mbps burst to 200Mbps 200Mbps burst to 400Mbps 500Mbps burst to 1000Mbps	Ethernet	1000Base SX/LX
10Gbps	1, 1.5, 2, 2.5, 3, 3.5, 4, 5, 6, 7 & 10Gbps	N/A	Ethernet	10G LAN PHY

- Ethernet circuits may be provided on fibre or copper access technology
- Burst options only available where DIA delivered over dedicated access bearer
- Service bandwidths are inclusive of all protocol & access network transmission overheads

9. Definitions

Access Circuit	a circuit which connects a Buyer Site to the Global IP-MPLS Network and onwards to an Internet Edge Router on the Vodafone IP Backbone or connects directly between the Buyer Site and an Internet Edge Router.
Acknowledge	a confirmation given to Buyer that a particular request or Incident raised is valid and the provision to Buyer of a unique reference for it. "Acknowledge" shall be construed accordingly.
Additional Service Recipients	a Buyer Group entity which is not a direct party to this Agreement, but which is named in this Agreement as a beneficiary of the Services or otherwise approved to receive the Services
Agreement	means the Call-Off Contract and Service Offer.
Annual Measurement Period	the period of twelve (12) months from the Service Commencement Date or each anniversary of the Service Commencement Date thereafter (or a period of twelve months as otherwise agreed between the parties).
AUP	Vodafone's acceptable use policy available on request.
Black Hole	to Black Hole traffic (aka Black Holing) is to drop that traffic before it reaches its destination. Typically, purposely done to avoid Denial of Service at the destination.
BMI	a "Buyer major incident", being the highest category of Impact for an Incident resulting in significant disruption to the business of Buyer.

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Burst Service Bandwidth	an amount of Service Bandwidth that Vodafone shall use reasonable endeavours to provide to Buyer.
Buyer Equipment	hardware, Software, or any other tangible material not supplied by Vodafone that is used with or to access the Service. Any Equipment Buyer purchases from Vodafone shall be considered to be Buyer Equipment once title has passed to the Buyer.
Buyer Domain Name	the meaning set out in the Service Offer.
Buyer Edge Router	a router to which the Access Circuit is connected at a Buyer Site.
Buyer Group	Buyer and any company in which Buyer has the beneficial ownership of more than 50% of the issued share capital, or the legal power to direct the general management of the company in question, either at or after the date of the Call-off Contract.
Buyer Provided Router	a Buyer Edge Router at a Buyer Site that has been provided by Buyer and is used with the Service and which is managed by Buyer or by another service provider. The Buyer Provided Router is not owned by Vodafone.
Buyer's Service Desk	is the service desk provided by Buyer which will be the initial point of contact between Vodafone and Buyer.
Buyer Site	as the context permits a Buyer's premises (either owned by Buyer or a third party) which Vodafone needs to access in order to deliver or install Equipment and/or to provide the

- transfer of service from one Buyer Site to another;
- migrating between physical Access Circuit options;
- modifications requested by Buyer to alter the Internet Access Services at a Buyer Site requiring physical intervention;
- physical movement of a Buyer Site; or
- the cessation of an Internet Access Service at a Buyer Site.
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Services or the location where the Services are to be provided, as set out in the Call-Off Contract.

Committed Service Bandwidth	an amount of Service Bandwidth that Vodafone commit to provide to Buyer.
Configuration Changes	Hard Configuration Changes and/or Soft Configuration Changes.
BPE (Buyer premises equipment)	Fixed Equipment on Buyer Site.
DNS	Domain Name Service and has the meaning set out in the Service Specification.
End Of Life	where Vodafone or a manufacturer of Equipment declares that the type of Equipment is end-of-life (or otherwise stops marketing, selling or supporting it).
Equipment	hardware, Vodafone Software, and any other tangible equipment (other than SIMs) supplied by, or on behalf of, Vodafone to Buyer for use in receiving the Services. Equipment excludes Buyer Equipment.

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Essential Outage	an Outage that is not a Planned Outage including, but not limited to, Outages caused by a force majeure event or an act or omission of any third party which is beyond Vodafone's reasonable control.
Existing Global IP-MPLS Network Access Bearer	means a last mile connection into the Buyer Site from Vodafone's MPLS point of presence.
Fixed Equipment	hardware, Vodafone Software, BPE and any other tangible equipment (other than SIMs and mobility equipment) supplied by or on behalf of, Vodafone to Buyer for use in receiving the Services.
Fully Diverse	means two BPE with two access tails that connect to two different multi service provided edge ("MSPE") nodes, which backhaul to two different IER nodes.
Global IP-MPLS Network	the private, MPLS based, network with underlying transport owned by Vodafone.
GSM Gateway	any equipment containing a SIM card which enables the routing of calls from fixed apparatus to mobile equipment by establishing a mobile to mobile call.
Hard Configuration Change	a change to the Internet Access Services provided to Buyer that may include one or more of the following: the Buyer Services Helpdesk
Helpdesk(s)	any fault or problem which affects the Internet Access Services provided to Buyer, which is not: (i) an Excluded Event, (ii) a result of an Outage, (iii) a failure at another Buyer's Site; (iv) a failure in relation to Third Party Provider Supplied Internet Access Services; (v) any failure of
Incident	

the BSE/BPE; or (vi) failure in relation to a Third Party Provider Supplied Internet Access Services (vii) an unplanned interruption to an IT service or reduction in the quality of an IT service. Failure of a configuration item that has not yet affected Service is also an Incident.

Incident Record	a record containing the details and lifecycle of an Incident.
Infrastructure Services	an IT service that is not directly used by Buyer's business but is required for the provision of other IT services (for example either a Functional Service, connectivity service, hosting service or any combination thereof).
Initial Response	a first response from Vodafone to an individual raising a request or Incident, such as answering the telephone or replying to an email.
Internet Edge Router ("IER")	a router on the Vodafone IP Backbone to which an Access Circuit connects to either directly or once it has traversed the Global IP-MPLS Network.
IP Address	a numerical label that is assigned to any device participating in a computer network that uses the public internet for communication between its nodes
Managed	the Service package where Vodafone supplies, installs, maintains and manages the managed Vodafone Supplied Router as further outlined in clause 3.6 of these Service Specific Terms and the Service Specification.
Network	the communications network together with the equipment and premises that are connected to such network and which are used by Vodafone to perform the Services.
Network Based Internet Access	the delivery of Internet Access to a Buyer via a Secure Network Gateway to a Buyer's Vodafone provided IP-VPN Service.
Network Latency	as described in Annex 1.
Network Termination Equipment" or "NTE"	a device used to terminate Buyer's connection where Buyer has Ethernet access.
Outage	a temporary and unavoidable interruption in service, which is necessary for Vodafone to carry out essential maintenance or network upgrades.
Packet Loss	as described in Annex 1.
Planned Outage	the scheduled unavailability of an Infrastructure Service.
Primary IP Backbone Nodes	a specific node on the Vodafone IP Backbone as identified by Vodafone from time to time and notified to Buyer.
Resolution	the exercise by Vodafone of its reasonable endeavours to repair the root cause of an Incident or Problem, or to implement a workaround.
Router	a router that is used in connection with the Service which may be either a Managed Vodafone Supplied Router or a Buyer Provided Router.
Secure Network Gateway	the infrastructure used to provide Network Based Internet Access in conjunction with a Vodafone IP-VPN service. The Secure Network Gateways are connected to Vodafone's IP Backbone and Global IP-MPLS network.

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- modifying or providing new IP Addresses; or modifying the Committed Service Bandwidth provided over an Access Circuit.

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Services	the Vodafone product(s) detailed in this Service Offer.
Service Bandwidth	the level of bandwidth that may be available to Buyer, which can be Committed Service Bandwidth or Burst Service Bandwidth.
Service Commencement Date	the date of completion of Vodafone's testing when the Service is ready for use.
Service Demarcation Point	the access interface on the Managed Vodafone Supplied Router or Access Circuit.
Service Request	a request from a user for information, or advice, or for a Standard Change or for access to an IT service made in accordance with the requirements of the relevant Service Request Catalogue.
Site Survey	a survey of a Buyer's Site to assess whether (in Vodafone's opinion) the existing infrastructure is sufficient for providing the Services and detailing what the Buyer needs to do to receive the Service.
Soft Configuration Change	a change to the Internet Access Services provided to Buyer that does not constitute a Hard Configuration Change, including, without limitation, the following:
Standard Change	a pre-approved Change that is low risk, relatively common and follows a procedure or work instruction. The types of Standard Changes available are listed in a Service Request Catalogue.
Supplier	where used in this Service Offer or Call-Off Contract means Vodafone
Third Party Provider	a Key Subcontractor or third party contracted by Vodafone or Buyer that provides a Service, or that provides a service that connects to a Service.
Tiered Support Service Model or TSSM	the tiered support services provided by Vodafone in accordance with the service level agreement set out herein.
User	an individual end user of the Services who is approved by Buyer and who must be a permanent or temporary employee or sub-contractor of Buyer or an Additional Service Recipient unless otherwise specified in this Agreement.
User Details	a user name, password, or other access information used by a User to access the Service and/or Equipment.
Vodafone IP Backbone	is collectively represented by Vodafone autonomous system Networks known as AS1273, AS6660 and AS2529.
Vodafone Software	any Software supplied by Vodafone or its licensors to Buyer (including Software embedded in any Equipment).
Vodafone Supplied Router	a Buyer Edge Router at a Buyer Site that is provided and Managed by Vodafone.
Wires Only	Buyer supplies, installs, maintains and manages the Buyer Provided Router.
Working Days	Monday to Friday inclusive, other than public holidays in the UK.

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Working Hours

the hours between 8.00am and 6.00pm on each Working Day.

Annex 1 – Dedicated Internet Access Availability

Service Configuration at relevant Buyer Site	Percentage availability at the Service Demarcation Point of each Buyer Site (P)
Single Service	99.90%
Dual Parent (Diverse Internet Edge Routers)	99.95%
Dual Parent (Fully Diverse)	100%

Calculation:

Service availability at the Service Demarcation Point for each Buyer Site will be calculated as follows:

$$P = A - B \times 100\%$$

A

where:

P = percentage availability

A = number of minutes in the relevant Annual Measurement Period

B = number of whole minutes during which the Internet Access Services are Unavailable in the Annual Measurement Period, excluding time where the Internet Access Services are Unavailable due to: (i) Outages; (ii) an Excluded Event; (iii) a failure at the other Buyer Site; (iv) a failure in relation to a Third-Party Provider Supplied Internet Access Service or (v) any failure of the BSE/BPE.

This Availability Service Level only applies to Internet Access Services provided at those Buyer Sites directly connected to Vodafone’s Global IP-MPLS Network or Internet Edge Router. The Availability Service Level does not apply to Third Party Provider Supplied Internet Access Services or Network Based Internet Access.

This Availability Service Level is measured as the percentage of time the Internet Access Service is available at the Service Demarcation Point of each Buyer Site in an Annual Measurement Period.

Unavailable or Unavailability means a Buyer Site cannot access the Vodafone IP Backbone, unless the unavailability arises out of, or in connection with, any of the following:

- a) an Outage;
- b) an Excluded Event;
- c) a failure at the other Buyer Site; or
- d) any failure of the BSE/BPE.

The period of Unavailability shall be measured in accordance with the Incident Commencement and Resolution Rules set out in

Service Degradation

Monthly average Network Latency and Packet Loss Service Levels

Region	Parameters	Service Level target
Europe	Network Latency (ms)	35
	Packet Loss (%)	0.2
Europe UK	Network Latency (ms)	20
	Packet Loss (%)	0.2
Europe North America	Network Latency (ms)	90
	Packet Loss (%)	0.2
Europe Asia	Network Latency (ms)	310
	Packet Loss (%)	0.2
UK	Network Latency (ms)	35
	Packet Loss (%)	0.2
UK North America	Network Latency (ms)	90
	Packet Loss (%)	0.2
UK Asia	Network Latency (ms)	210
	Packet Loss (%)	0.2
North America	Network Latency (ms)	65
	Packet Loss (%)	0.2
North America Asia	Network Latency (ms)	165
	Packet Loss (%)	0.2
Asia	Network Latency (ms)	90
	Packet Loss (%)	0.2

This Service Degradation Service Level applies to the Network Latency and Packet Loss performance of the Vodafone IP Backbone. The Service Degradation Service Level does not apply to Third Party Provider Supplied Internet Access Services.

Network Latency - measures the amount of time that it takes for data to travel between specific Primary IP Backbone Nodes, and back, on the Vodafone IP Backbone within each Region and between Regions.

The Service Level performance for Network Latency will be calculated as follows: (i) within a Region - by taking an average of the average monthly Network Latency performance for all routes between Primary IP Backbone Nodes within that Region; and (ii) between two Regions - by taking the monthly average Network Latency of the two Primary IP Backbone Nodes with the lowest Network Latency between those Regions.

Packet Loss measures the percentage of data that is lost during the transit of data between specific Primary IP Backbone Nodes on the Vodafone IP Backbone within each Region and between each Region.

The Service Level performance for Packet Loss will be calculated as follows: (i) within a Region detailed above - by taking an average of the average monthly Packet Loss performance for all routes between Primary IP Backbone Nodes within that Region; and (ii) between two Regions - by taking the monthly average Packet Loss for all routes between Primary IP Backbone Nodes between those Regions.

The Service Level targets for Network Latency and for Packet Loss may vary from time to time. Vodafone will notify Buyer when this happens. Changes to these targets that are beneficial to Buyer, (ie where the target increases), will apply as soon as Vodafone announce them. In all other circumstances the changes shall apply with effect from such date as Vodafone may notify to Buyer, or if Vodafone has not notified Buyer of such a date then they shall apply automatically from the start of the following Renewal Term.

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Signature Area

Organisation Name:
DVSA

Role/Title:
Head of DS&T Commercial Category

Name:
[Redacted]

Signature: [Redacted]

Organisation Name:
VODAFONE LIMITED

Role/Title:
Head of Legal

Name:
[Redacted]

Signature: [Redacted]