

Framework Schedule 6 (Order Form Template and Call-Off Schedules)
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Order Form Template

CALL-OFF REFERENCE: **C266100**

THE BUYER: **NHS Business Services Authority**

BUYER ADDRESS: **Stella House, Goldcrest Way, Newburn Riverside Park,
Newcastle upon Tyne, NE15 8NY**

SUPPLIER REFERENCE **NG100045989
N3/1a/250039
N3/2a/250014**

THE SUPPLIER: **Virgin Media Business Limited**

SUPPLIER ADDRESS: **500 Brook Drive, Reading, RG2 6UU**

REGISTRATION NUMBER: **01785381**

DUNS NUMBER: **289824328**

SID4GOV ID: **Not Applicable**

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated as per the latest date of signature below.
It is 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 (Wider Area Network) / Data Access Services

Lot 2a: Intra Site Connectivity (Local Area Network) / Local Connectivity Services

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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
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 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - **Call-Off Schedules for RM6116**
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer) **Part C and Part E**
 - 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) **Part A**
 - Call-Off Schedule 9 (Security) **Part A**
 - 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 16 (Benchmarking)
 - Call-Off Schedule 20 (Call-Off Specification)
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

The following schedules include amendments to the standard RM6116 versions of such schedules

- Joint Schedule 5 (Corporate Social Responsibility)
- Joint Schedule 7 (Financial Difficulties)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 13 (Implementation Plan and Testing)

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- Call-Off Schedule 14 (Service Levels)

Billing Agent

The parties agree that the Supplier may bill the Buyer for the Charges through its Affiliate, Telefonica UK Limited, acting as the Suppliers billing and collections agent (the "Billing Agent"). Any invoice for Services from a Billing Agent must be settled on and in accordance with the terms of the Contract.

CALL-OFF START DATE: 7 July 2025

CALL-OFF EXPIRY DATE: 6 July 2030

CALL-OFF INITIAL PERIOD: 5 Years

CALL-OFF OPTIONAL EXTENSION PERIOD: +1 + 1 Years

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION: 90 days subject to the payment of Cancellation Charges as set out in Call-Off Schedule 5.

CALL-OFF DELIVERABLES VIA FURTHER COMPETITION

The parties acknowledge that since the production by the Buyer of Call-Off Schedule 20 (Call-Off Specification) and since the Supplier submitted its tender response set out at Call-Off Schedule 4 (Call-Off Tender), the parties have made a number of changes to the solution design including the Buyer deciding between various solution options where applicable.

Accordingly, the parties agree that the Deliverables to be supplied under this Call-Off Contract are set out in Call-Off Schedule 5. The Customer Design Documents set out in Annex 1 to this Order Form set a high level description of the WAN and LAN solutions to be provided by the Supplier using the Deliverables, and prevail over Call-Off Schedule 4 and Call-Off Schedule 20.

MAXIMUM LIABILITY

The Supplier's total aggregate liability for each Contract Year shall be no more than 200% of the Estimated Charges of that year under the Call off Contract.

CALL-OFF CHARGES

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

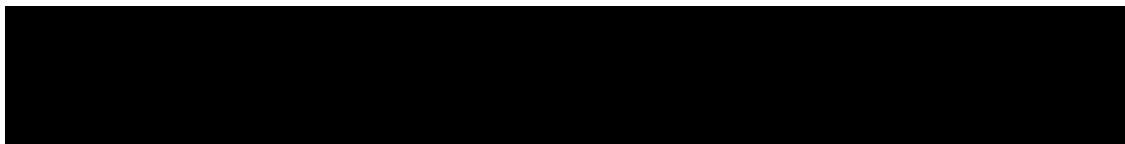
- Indexation- Costs calculated by reference to a Fixed Price pricing mechanism shall be subject to increase by way of Indexation. Costs calculated by reference to a Firm Price pricing mechanism shall not be subject to increase by way of Indexation.
- Specific Change in Law

Where the Charges are stated to be "subject to Indexation" they shall be adjusted in accordance with Call-Off Schedule 5.

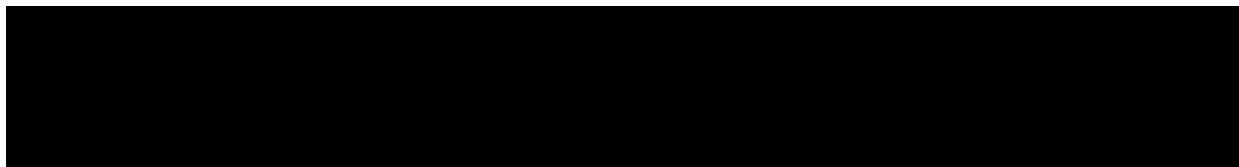
REIMBURSABLE EXPENSES

Reimbursable expenses related to this service shall be calculated at the rates and in accordance with the Authority's expenses policy.

BUYER'S INVOICE ADDRESS:



BUYER'S AUTHORISED REPRESENTATIVE



BUYER'S ENVIRONMENTAL POLICY

Buyer's environmental policy is attached for information purposes only. Parties have agreed that Supplier shall comply with its own environmental policy in delivering the services under this Call-Off Contract.

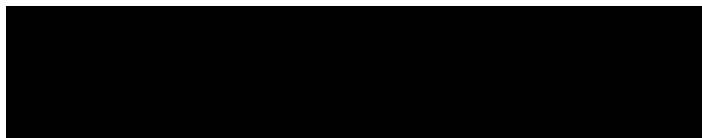


Environment
Strategy 2022-25.pdf

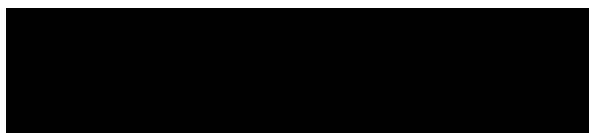
BUYER'S SECURITY POLICY

Call-Of Schedule 9 Part A applies.

SUPPLIER'S AUTHORISED REPRESENTATIVE



SUPPLIER'S CONTRACT MANAGER



PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

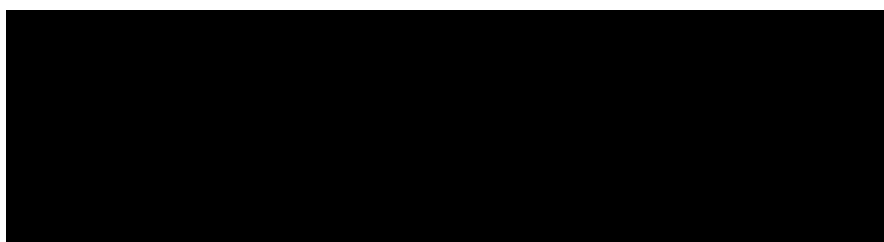
PROGRESS MEETING FREQUENCY

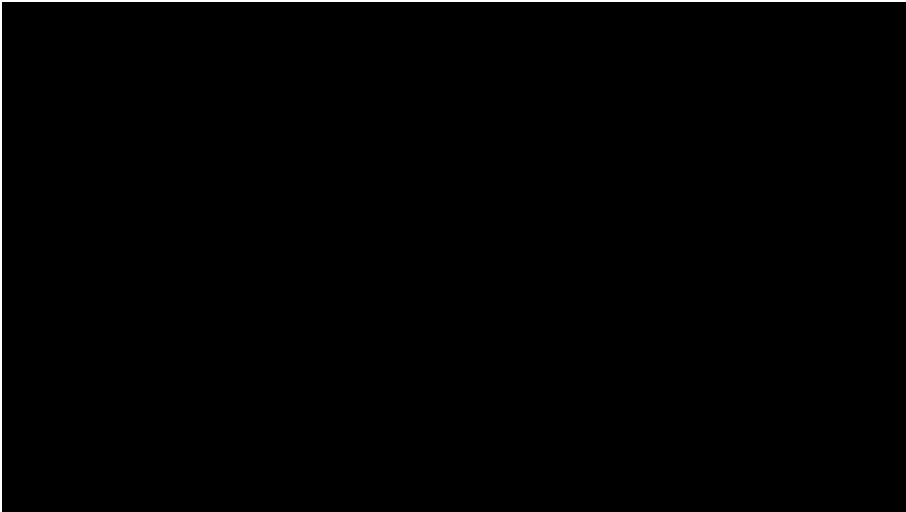
Monthly during Operational Board meetings

KEY STAFF



KEY SUBCONTRACTOR(S)





COMMERCIALLY SENSITIVE INFORMATION

As detailed in Joint Schedule 4 (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.

The required Service Maintenance Level is:

- Level 4 Enhanced for Sites with High Availability (as defined in Call-Off Schedule 14); and
- Level 4 for other Sites.

The Service Credit Cap is as set out in Call-Off Schedule 14.

The Service Period is: One Month

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.

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

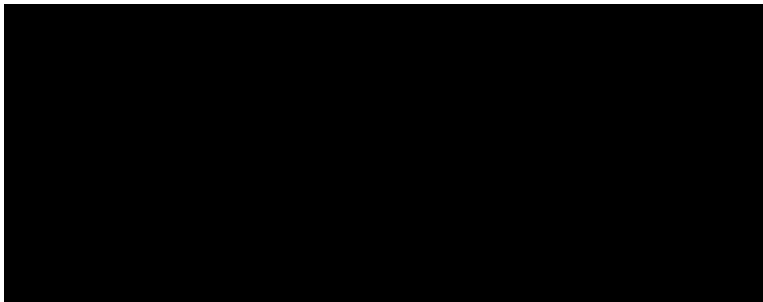
The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

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For and on behalf of the Supplier:



For and on behalf of the Buyer:



ANNEX 1: CUSTOMER DESIGN DOCUMENTS