

# QSS 2

# Infrastructure IT, Services & Consumer Product

**Use:** Typically, all competitive purchases of network, IT, service, or consumer product solutions.

## Amendment History

Version	Date	Status
V13	Jan 24	Social Value and Accessibility addressed

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## 1. Introduction

This Quality & Sustainability Schedule (“QSS”) sets out Quality Assurance and Sustainability requirements with respect to the supply of products and or Services to Telefónica UK Limited or Virgin Media Ltd. referred to in the schedule as ‘Virgin Media O2’. Virgin Media O2 refers to the Purchasing business be that Telefónica UK Limited or Virgin Media Ltd. This schedule applies to Services, IT, Network Infrastructure, and consumer products. *Note: Where a particular requirement is intended only to address a limited scope of supply, e.g., consumer products, this will be identified in the requirement heading. Requirements apply only where relevant to what s is being supplied, e.g. software requirements do not apply if software is not being supplied.*

With respect to sustainability requirements this schedule details only those requirements that are additional to the ‘Virgin Media O2 Supplier Code of Conduct’ and must be read and used in conjunction with the Virgin Media O2 Supplier Code of Conduct.

## 2. Quality Assurance Requirements:

### 2.1 Definitions

QA (Quality Assurance)	Means quality assurance.
Quality Management System	The policy, procedures, work instructions and standards used by Supplier to manage its operations.
Quality Plan	Shall have the meaning set out in paragraph 2.7
Quality Review Meeting	Shall have the meaning set out in paragraph 2.9
Quality Assurance	All activities undertaken to ensure that standards and procedures are adhered to and that delivered products and services both meet requirements and are optimised to Virgin Media O2 business needs.
Supplier	The supplier contracted with under this agreement
Sub-Contractor	Third parties used by the Supplier

### 2.2 Working with Virgin Media O2

Supplier will appoint a member of Supplier’s management team, a quality professional, who will be responsible for:

- Realising a QA strategy addressing all Services and Equipment, Software and Documentation supplied or supplied under this Agreement.
- maintaining an overview of all quality issues.
- Liaising with Virgin Media O2’s QA representatives and overseeing the effective resolution of any quality issues.
- Providing visibility of the supplier’s sustainability management policies, process, and activities.

Supplier will maintain an appropriately sized Virgin Media O2 facing account team demonstrably growing its capability and capacity in line with new business awards. Key individuals supporting the award shall be named and responsibilities detailed.

## 2.3 Problem Notification

Supplier will notify Virgin Media O2's QA representative without undue delay of any problem that endangers or may endanger the Delivery timescales, Milestones and/or impacts the functionality of the Equipment, Software, and/or Services to be provided under this Agreement.

## 2.4 Quality Management System

Supplier and associated Sub-contractors will demonstrate to Virgin Media O2 (with respect to all Equipment, Software, Documentation and/or Services provided under this Agreement) conformance of its Quality Management System (QMS) in accordance with EN/ISO 9001 or TL9000 or its equivalent and any future versions. Where suppliers are required to be so certified and are not, they shall within 8 weeks of Contracting table a plan to achieve certification within an agreed timescale.

## 2.5 Right to audit

Without prejudice to Virgin Media O2's rights set out elsewhere in this Agreement with respect to audit, the Supplier shall carry out all its obligations under this Agreement in a controlled and managed manner, thereby allowing Virgin Media O2's QA representatives to evaluate such work. To this end:

- Virgin Media O2 is entitled to carry out quality reviews and quality audits of the Supplier's (and any relevant Sub-contractor's) Quality Management System (QMS) Product and Services, Supplier Equipment Documentation, Software and Services supplied under this Agreement. Each party bears its own costs incurred by such a quality review.
- The Supplier will make available all relevant information to Virgin Media O2 that Virgin Media O2 deems necessary for fulfilling its reviews or audits and will grant Virgin Media O2 access to the QMS documentation, project, and quality records.
- The QA representative or other authorised people of Virgin Media O2 may in all phases of the product creation process and service management, arrange quality reviews or audits by prior agreement with the Supplier at any time.
- The Supplier will work with Virgin Media O2 to resolve any concerns identified and provide routine progress reports addressing such concerns and describing the improvement action taken at an agreed frequency.

## 2.6 Regulatory Compliance

All services, equipment and software provided under this Agreement shall be demonstrably compliant with contractual requirements and relevant UK and EU legislation.

## 2.7 Quality planning *(Does not apply to off the shelf products used without modification)*

All Equipment, Software, Documentation supplied, and Services performed under this Agreement shall be addressed by a quality plan(s). Subject always to the provisions of this Agreement, each quality plan(s) shall:

- contain no obligation for Virgin Media O2.
- be provided to Virgin Media O2 by a date to be agreed after this Agreement has been signed.
- be maintained by Supplier and followed for the duration of this Agreement.
- identify the standards and procedures, highlighting any critical processes that will be employed for all work pertinent to this Agreement.
- identify the QA objectives, strategy and measures being employed by the Supplier to ensure the quality of the Equipment, Documentation, Software or Services provided under this Agreement.

- detail the Supplier's organisation, responsibilities and resources supporting this Agreement including and Permitted Sub-contractors.
- be subject to Virgin Media O2's agreement.

Visibility of this QA strategy and its implementation will be provided to Virgin Media O2 by Supplier.

## 2.8 Notification of change

**Product Changes:** Any proposed changes to the build standard or functionality after product/equipment acceptance by Virgin Media O2 must be submitted to Virgin Media O2 prior to implementation for Virgin Media 2 consideration and if applicable agreement. Where hardware is being supplied changes to critical component sources must also be notified prior to implementation.

**Facility Changes:** Any proposed changes to facility locations used to supply Virgin Media O2 must be notified. Notification should include details of the new facility location; planned or conducted due diligence; changes to quality planning and details of the Management System Certifications held by the new facility.

## 2.9 Quality & Sustainability Review Meetings

Without in any way limiting Supplier's obligations of reporting set out in this Agreement, the Supplier will at each Quality Review Meeting or upon request provide Virgin Media O2 with visibility of:

- Sub-contractors and work areas involved in delivery.
- Details of any subcontractor changes and
- Quality Plan(s) and QA strategies addressing supplier delivery to Telefónica.

At each sustainability review meeting provide evidence of how the supplier is managing sustainability internally and update on its delivery of any agreed sustainability initiatives.

## 2.10 Defect analysis, problem reporting & Quality improvement

Supplier will:

- analyse quality data including defects and use the result of this analysis to instigate continual quality improvements to the Equipment, Software, Documentation and Services supplied under this Agreement.
- agree with Virgin Media O2 QA representative and document in the Quality Plan the traceability of Equipment, Software, Documentation and Services provided back to an agreed level. Where no specific level is stated then all deliveries shall be traceable with respect to any design change, specific standards compliance, specific customer requirements, materials and components used, and production processes employed.
- produce and implement corrective action plans to address all identified quality concerns and progress in a timely manner.
- notify Virgin Media O2 without undue delay of any defect reports raised from their global customer base relevant to Equipment, Software, Documentation and Services received by Virgin Media O2, i.e., implement a "global problem alert process".
- plan and implement a quality improvement project upon a Virgin Media O2's request in which issues impacting the Equipment, Software, Documentation and Service quality experienced by Virgin Media O2 will be investigated and plans implemented to improve the quality of the Equipment, Software, Documentation and Services.
- If providing devices identify and adopt Quality Improvements focused on reducing costs to Virgin Media O2 as a result of returns; and maintain rolling improvement programmes identifying the

major causes of device returns and or customer complaints and drive timely remedial and preventative corrective action. The analysis and improvement programmes will be visible to Virgin Media O2 upon request.

## 2.11 Risk Management

2.11.1 Supplier will operate formal risk management processes and make visible to Virgin Media O2 any risks that may impact on Equipment, Software, Documentation and Service quality or delivery timescales.

2.11.2 The Supplier shall have a risk management framework in place which applies to the Services, and which identifies events which may impact on the Supplier's business or its Sub-contractors' businesses, and which may lead to:

- A. a negative financial impact on the Customer's business.
- B. any reputational or other damage to any of the Customer's brands (including the "O2" brand, the "Telefónica" brand and the "Virgin Media" brand).
- C. a negative impact on the Customer Group's Personnel, customers, or third-party suppliers; or
- D. the Customer's inability to satisfy its responsibilities and obligations under any Regulations (as far as they relate to the Services).

2.11.3 The risk management framework shall:

- a. conform with the [ISO31000 risk management principles and guidelines and ISO31010 (risk management techniques)].
- b. identify risks which may impact on the Customer through its association with the Supplier and any risks in respect of the Supplier's and/or the Customer's compliance with Regulations in relation to the Services.
- c. include a risk policy for which a member of Supplier Personnel shall be responsible and shall "own."
- d. include a risk process which details in respect of all actual and potential risks involved in the continued provision and receipt of the Services, including risks relating to compliance with Regulations, the Customer's business requirements in respect of the Services, and the continuity of service to the Customer:
  1. who is responsible and accountable for risk management.
  2. how risks are identified, assessed, and documented.
  3. how the Customer will be notified of risks (including current / residual risk exposure, and target risk positions against principal risks) and associated mitigation plans put in place and being progressed by the Supplier.
  4. where any current and/or residual risk exposure is below the Supplier's target, a process for monitoring such current and/or residual risks and reporting to the Customer on these; and
  5. how awareness of the risk management framework (including all policies and procedures surrounding it) is managed and communicated to all Supplier Personnel.
- e. in relation to any Sub-Contractors of the Supplier, include an assessment of the risks involved in the operations and/or service lines which such Sub-Contractors provide.
- f. include a requirement for all risks identified in the risk management framework to have effective mitigation plans in place to either eliminate the risk, or the reduce the impact of the risk occurring; and

- g. ensure that all Sub-Contractors have a risk management framework in place equivalent to that required by this clause (in the case of any Sub-Contractors transferred to the Supplier from the Customer, to the extent that it is not already covered by the relevant sub-contract, from the date of extension or replacement (as the case may be) of their relevant sub-contract).

## 2.12 Quality Reporting *(Applies to the supply of ongoing network products or services only)*

Supplier will provide to Virgin Media O2 QA representative at mutually agreed intervals an overall quality report, which provides key performance indicators under the following headings:

- Delivery Performance
- Delivered Quality
- Quality risks and mitigation
- Quality improvement projects
- Conclusions and actions

## 2.13 Critical Processes

Processes critical to product or service quality will be identified and addressed by a documented procedures. The Supplier will provide Virgin Media O2's Quality Assurance representative, with visibility of these processes where relevant to the product or service suppliers.

Critical processes will include but not limited to:

- New Product Introduction, Software Development, Project Management, production, and product support
- Product verification and validation will be regarded as a critical process and at Virgin Media O2's discretion be subject to agreement. Full visibility of the planning and implementation of verification, validation and test activities will be provided and at Virgin /Media O2's discretion the test strategy will be subject to Virgin Media O2 agreement.
- The management of Licences and Security Certificate will be regarded as a critical process additionally:
  - Licence and Security certificate management practices shall be defined and addressed by solution design guidelines available to Virgin Media O2 upon request
  - The solution verification and validation process will specifically verify and validate that licences and security certificates are managed as intended and that their expiry has no unintended solution performance impacts
  - Full visibility of Licence and Security certificate management practices adopted within the solution will be provided to Virgin Media O2 upon request.
  - Full visibility of solution verification and validation activities addressing Licence and Certificate management shall be available to Virgin Media O2 upon request. This will include a specific Licence and Certificate management verification and validation report.
  - Solution reporting shall be capable of reporting on Licence and certificates used identifying their purpose validity status and expiry date.

## 2.14 Domain Knowledge *(Applies to product development and support only)*

Supplier will establish and maintain practical domain knowledge of Virgin Media O2 environment such that they are able to develop, test and deliver solutions with an effective knowledge of the Virgin Media O2 environment.

## 2.15 Third Parties

Supplier will maintain formal contracts with all Sub-contractors involved in providing support to Equipment, Software and Services provided to Virgin Media O2 under this Agreement such that the support requirements agreed between Supplier and Virgin Media O2 are underpinned by formal contracts between the Supplier and any Sub-contractors.

## 2.16 Project and Product Management: *(Applies only when suppliers and managing projects to enable their supply to Virgin Media O2)*

The Supplier Will:

2.16.1 When relevant the Supplier will create and agree with Virgin Media O2's Project Management a project plan supporting the delivery of all products and services provided to Virgin Media O2. The project plan shall include details of any associated risks, issues, assumptions, and dependencies. The plan, and its associated risks, issues, assumptions, and dependencies, shall be maintained and shared with Virgin Media O2 on request.

2.16.2 Review all Virgin Media O2's requirements and seek to review with Virgin Media O2 its interpretation of Virgin Media O2 requirements into functional specifications or other documents used to drive Supplier's development process. This should be a planned activity in Supplier project plan.

2.16.3 Agree with Virgin Media O2 a set of documents spanning the product lifecycle and the points in the lifecycle at which these documents will be delivered to Virgin Media O2. This documentation set will include but not be limited to:

- Project plans and underpinning risk dependencies & Assumptions
- Supplier project organisation supporting the product or service being delivered
- Project quality plan(s)
- Functional/performance specifications
- System design documentation
- The product or service test strategy and associated test plans, test specifications and test reports
- A list of all configurable parameters, their purpose, required setting and a process for their agreed maintenance.
- Change controls procedure for product documentation
- Software release notes
- Fault analysis information and associated RCA (Root Cause Analysis) information
- A process for our mutual management of reported product faults ensuring that Virgin Media O2 receives full visibility of fault analysis, and correction testing so that Virgin Media O2 can confidently deploy fixes / corrections
- Product/services user documentation
- Product/service release criteria

2.16.4 Maintain under formal change management all product Specifications, design, test documentation and all documents provided to Virgin Media O2.

2.16.6 Operate formal review procedures that ensure all product specifications, test Plans, User documentation and supporting project management documentation is formally validated against defined standards by competent and defined personnel.

2.16.7 At Virgin Media O2's discretion, agree with Virgin Media O2 and implement a process for our mutual management of the ongoing product or service roadmap

2.16.8 Support periodic: Relationship, Project, Commercial, Quality, Technical and Operational reviews against agreed agendas. (Note the need for each will be agreed early in the supply relationship and review as the relationship evolves)

2.16.12 use formal estimating and validation processes to ensure that the Purchaser can have a high degree of confidence in its promised delivery dates. These processes will be open to the Purchaser evaluation.

2.16.13 defines specific go live criteria and monitored with respect to the [Supplier's] local teams their readiness to deliver professional services and to support the Solution provided under this Agreement.

These criteria should address tools, processes, and competences on a role-by-role basis. A pre-launch project milestone to formally review and assess achievement of these criteria must be a feature of the [Supplier's] project plan. The criteria shall be agreed with the Purchaser and the milestone results shall be shared with the Purchaser's project management.

## 2.17 Reliability Management

Supplier will establish, implement, and maintain reliability planning for the solutions provided under this Agreement. Such planning and its outputs will be made available to Virgin Media O2. The planning and its outputs will provide visibility and evidence that agreed reliability objectives have been achieved and that the reliability of individual items of Equipment and Software is in line with its design objective and any specified requirements.

## 2.18 Software Development Controls (Applies to bespoke software dependent solutions)

The Development method and its controls will be defined in a quality plan and agreed with Virgin Media O2 and will include process and standards that ensure the following:

- The solution document set to be produced as part of the development both design documents and run and operate documentation shall be identified and form part of the project deliverables.
- Documentation standards will be maintained for all design and user document types.
- The design and code review policy and process must be defined making it clear what will be validated against what and by whom.
- A software parts list will be maintained that clearly shows the relationship between Virgin Media O2 business requirements; and the software elements that realise them
- The Supplier will maintain and share with Virgin Media O2 measures that monitor the accuracy of its delivery with respect to accepted target content and schedule for each sprint
- Coding standards will be maintained and adhered to for all languages used.
- Design for security guidelines will be available and used.

The Supplier will define a consistent set of tasks pertinent to the realisation of a backlog item or other defined software element. The tasks will as a minimum include Design, Development, Unit Testing, System Testing, and UAT (User Acceptance Testing). Each task will have a defined deliverable and a defined validation method for the deliverable (by who and against what will the deliverable be validated)

- The solution test strategy will be defined and integrated with the testing of Virgin Media O2, and other Suppliers involved ensuring the test window is minimised and test effectiveness optimised.
- The development Quality Plan will identify for each task type its deliverable; its documentation requirements; its validation method and its completion criteria.
- Continuous integration shall be used with builds being automated and subject to automatic unit testing as they are checked in to configuration management
- Performance testing shall be run on completed iterations / sprints / releases.

- Post implementation reviews will take place: To learn from past work and refine current practice, there output will be made available to Virgin Media O2 and Virgin Media O2 participation will be invited.
- All meetings: Strategy meeting; Release Planning; Iteration Planning; Retrospective & Scrums will be supported by terms of reference and appropriate meeting records.
- All software development estimates must be supported by a function point estimate.

Additionally, if an Agile development approach is used the following will also apply:

- Project kick off meetings, Release planning meetings and Sprint planning meetings will all be open to Virgin Media O2 and Virgin Media O2 involved in the prioritisation of backlog items / stories to be included.
- Development estimates (in hours) will be produced for each task / backlog item to be included in a sprint release. This may be derived from Function points and or other sizing approaches however the estimation method must be declared in the QP, and metrics maintained to refine it.
- The available development hours will be calculated for the sprint team considering the sprint duration and the number of developers in the spirit.
- The backlog items to be included in the sprint will be agreed with Virgin Media O2 based on their priority and shall be consistent with the available Sprint capacity. The Supplier will maintain a sprint team (with all members trained in their development methods) of a size appropriate to meet the agree sprint deliverable in the agreed sprint timescales considering the summation of the task estimates (of all tasks / backlog items) to be included in the sprint.
- The Supplier will maintain an online workspace available to Virgin Media O2 and Supplier project management maintained in real time showing the status of all tasks included in the sprint  
Detailing: Task name (e.g., provision entitlement check requirement definition) Status (to do; in process; to verify; done)
- Criteria for Story Done shall be used and include: All Code Checked in; Code Reviewed; All developer test past - test cases & Proof of successful run available; Help text written I code; Product tested (performance / Load. Any planned design documents produced.
- Criteria for Iteration done shall be used and include Product back up complete; Performance test complete; Defects fixed or postponed by agreement.
- Clear criteria for Release done shall be maintained and include Stress tested; Performance tuned; Security validation passed; Disaster recovery plan tested; User documentation created & Reviewed
- Daily Stand-up Meetings will take place: will be held to identify risks; identify and remove obstacles; and track and report progress.
- Progress Tracked will be by burn down charts: Chart that track hours to do in the iteration & backlog items / stories been accepted. Such Charts will be maintained daily and available online to Virgin Media O2.
- Sprint Completion Reviews take place against define Sprint complete criteria involving the Suppliers and Virgin Media O2 representative.

## 2.19 Software Delivery Attempts *(Appliers to bespoke software dependent solutions)*

The Supplier will operate a goal of a maximum of two delivery attempts per software drops and reflect this in goal in their quality planning. Where delivery attempts exceed this goal, and where committed functionality fails to be delivered in line with the agreed releases roadmap and is fragmented across several releases or software drops the Supplier will compensate Virgin Media O2 for additional incurred operational costs via agreed mechanisms.

## 2.20 Solution Verification, Validation and Test Strategy

The Supplier will:

- Define and share with the Purchaser its product development test strategy detailing all test phases, their purpose and associated entry / exit criteria.
- Ensure that the Solution provided is addressed by formal verification, validation and test plans that ensure it is in accordance with the Agreement. Where the Purchaser has requested the conduct of specific test plans and/or instructions they will be run in accordance with the Purchaser's reasonable requirements. Test plans will be managed via formal change management processes that ensure only correct versions are used.
- Ensure the availability of all measuring equipment necessary for the verification, validation and test of products supplied under this Agreement. All measuring equipment used to verify, validate, or test products supplied to the Purchaser shall be managed within a formal maintenance process.
- Ensure (when providing Network equipment) that there is an analysis of target network and test network environment deltas that is shared with Virgin Media O2 along with Supplier proposal for any necessary additional testing to de risk any shortcomings in the supplier's test environment.
- Maintain phase containment efficiency measures that demonstrate the effectiveness of its test strategy.
- Ensure that where features are offered as a means to deliver network power efficiency, the power efficiency improvement goals of such features are validated as part of the solutions verification and validations strategy.

## 2.21 Visibility of Pilot Outcomes *(Applies to network equipment only)*

The Supplier shall agree with Virgin Media O2 a standard for Pilot Risk assessment reports to be sent to Virgin Media O2 following all Pilots test activities whether or not Virgin Media O2 is the pilot customer. As a minimum it will identify any Pilot environment short falls and their implications to Virgin Media O2. Where the limitations of Pilot Test environments prevent full and effective testing the Supplier will assess the risk, notify Virgin Media O2 and plan appropriate mitigation.

## 2.22 Documents

Supplier will compile, keep up-to-date and secure all Documentation relating to this Agreement. Quality records will be maintained by the Supplier which demonstrates achievement of the Agreement requirements. Such records will be identified in a list provided to Virgin Media O2 and the details made available to Virgin Media O2 upon request.

The Supplier will keep all test results for a period of five (5) years.

The Supplier will maintain a list of all Equipment and Software supplied to Virgin Media O2 and supply copies of the final test records in electronic form to Virgin Media O2 upon request.

## 2.23 End of Life (EOL) Management *(Applies to Network equipment only)*

The Supplier will maintain a rolling 6-month roadmap identifying Eol decisions to be made. This roadmap will be used by the Supplier and Virgin Media O2 to identify those Eol decisions which are of specific interest to Virgin Media O2 and for which Virgin Media O2 views must be sought by the Supplier ahead of any EOL decision being made.

## 2.24 Compatibility Management *(Applies to network equipment only)*

The Supplier will specify, and plan compatibility needs early in the development lifecycle. Compatibility management will be to a defined process that ensures:

- Compatibility is managed to a defined level agreed with Virgin Media O2
- That as a minimum compatibility is managed for Software and Hardware down to a card level.
- Active consultation with Virgin Media O2 is built into the process such that any areas of proposed non-compatibility are discussed with Virgin Media O2 before decisions are taken.

## 2.25 Managing Known Limitations

Where known solution limitations exist the Suppliers will declare them to Virgin Media O2 (prior to the solutions release to Virgin Media O2) identifying any limitations regarding functionality, performance, capacity, compatibility or use cases not tested by the Supplier that are likely to be pertinent to Virgin Media O2 use of the supplied solution. No solution will be release to Virgin Media O2 with known limitations without prior consultation and agreement.

## 2.26 Product Release Criteria

Supplier will define, document, and declare to Virgin Media O2 (if requested) its Product release criteria. The Supplier shall amend this criteria in line with any reasonable Virgin Media O2 request by mutual agreement.

## 2.27 Service Readiness *(Applies to services only)*

The Supplier will:

- Operate defined service readiness criteria for all services provided under this Agreement addressing, as a minimum, personnel capability, resource levels, tools and processes that must be in place to successfully deliver services
- Maintain a view of their service readiness.
- At Virgin Media O2's discretion, provide a maintained current service readiness.
- Ensure service continuity requirement are identified and agreed with Virgin Media O2; and
- At Virgin Media O2's discretion, agree Service Readiness Plans with Virgin Media O2 Subject experts.

## 2.28 Product Recall *(Applies to Consumer products only, e.g. handsets, routers, wearables)*

Where a consumer product is being provided the supplier will define and agree with Virgin Media O2a product recall management process identifying the data that will be monitored to identify any potential need for a product recall, associated responsibilities, and the communication and management processes for dealing with a product recall.

## 2.29 Pre -Business Placement Improvement

Where Virgin Media O2 has conducted an audit or other quality review of the Supplier and identified improvements required then the Supplier must ensure that all such improvements are addressed in a timely manner and to Virgin Media O2's satisfaction.

**2.30 Business Wide Improvement Action** *(Applies where the solution is used by more than one VMO2 business or by VMO2 parent organisation / subsidiaries)*

Where a Supplier supplies a product or service to more than one Virgin Media O2, or parent, operating business, the Supplier will operate processes that enable it to ensure that where a quality problem is identified in one operating business timely and effective corrective action is taken with respect to its supply to all other impacted Virgin Media O2 or parent operating business.

**2.31 Financial Status Visibility** *(Appliers to private companies without recent filings)*

To protect Virgin Media O2 from any unexpected Supplier financial failure, the Supplier will agree with Virgin Media O2UK a financial status report and share this report with Virgin Media O2 at agreed intervals.

**2.32 Solution Assurance Review** *(Does not apply to Consumer products e.g. handsets, routers, wearables and set top boxes)*

The Supplier will ensure that Solution Design and associated Design Validation activity addresses the considerations detailed below. The Supplier will support as reasonably required by Virgin Media O2 reviews of Solution Design Robustness, Solution Design Validation completeness or Operational Readiness. Where Virgin Media O2 identifies specific concerns, the Supplier will take appropriate remedial action. It is recognised that the list of review considerations is not exhaustive and will not be universally applicable. They should be considered as far as they apply and should not prevent the Supplier from considering whatever it views as necessary to fulfil its contractual obligations.

Review Considerations:

<p><b>1 Functionality &amp; Performance / Scalability</b></p> <ul style="list-style-type: none"> <li>• Design objectives and achievements             <ul style="list-style-type: none"> <li>○ Features supported</li> <li>○ Feature documentation status</li> <li>○ Capacity / Throughput / Latency                 <ul style="list-style-type: none"> <li>▪ Performance Bottlenecks</li> </ul> </li> </ul> </li> </ul>	<p><b>2 Application Performance</b></p> <ul style="list-style-type: none"> <li>• Application limits</li> <li>• Impacts of stalled applications</li> <li>Application introduced solution vulnerabilities</li> </ul>
<p><b>3 Interoperability</b></p> <ul style="list-style-type: none"> <li>• External systems / dependencies</li> <li>• External system performance constraints</li> <li>• Interoperability objectives &amp; testing (Functional &amp; performance)</li> <li>• Legacy equipment the solution must exist with</li> <li>• Interfaces to external systems and their capacities and failure consequences</li> </ul>	<p><b>4 Networks / Connectivity</b></p> <ul style="list-style-type: none"> <li>• Network failure impacts and their management             <ul style="list-style-type: none"> <li>○ LANS / WANS</li> <li>○ Cloud connectivity</li> </ul> </li> </ul>
<p><b>5 Resiliency</b></p> <ul style="list-style-type: none"> <li>• Solution availability</li> <li>• Solution MTBF</li> <li>• Planned down time</li> <li>• External &amp; Internal Interface Loss</li> <li>• Overload behaviour</li> <li>• Thermal Management</li> <li>• Node redundancy strategy</li> <li>• Survivability             <ul style="list-style-type: none"> <li>○ Failure modes &amp; associated safeguards</li> <li>○ Unprotected failure modes</li> <li>○ Impacts to other nodes</li> <li>○ Impacts to customers / Customer journeys</li> <li>○ Recovery objectives / Time to restore</li> </ul> </li> <li>• Licences needs and impacts of unmanaged licence expiry</li> </ul>	<p><b>6 Security</b></p> <ul style="list-style-type: none"> <li>• Malicious activity             <ul style="list-style-type: none"> <li>○ Anti-Virus protection</li> <li>○ Access controls</li> <li>○ Activity logging</li> <li>○ Denial of service</li> </ul> </li> <li>• Data integrity             <ul style="list-style-type: none"> <li>○ Database used and known limitations (capacity, performance, EoL)</li> <li>○ Data replication needs</li> <li>○ Data recovery needs and options</li> <li>○ Database Administration</li> </ul> </li> <li>• Security update strategy</li> </ul>

<p>7 Hardware Maturity:</p> <ul style="list-style-type: none"> <li>• Maturity / Time in service</li> <li>• Relevant Previous use</li> <li>• Constraints</li> <li>• Compatibility</li> <li>• Known limitations</li> <li>• Reliability goals and achievement</li> <li>• Thermal Management</li> </ul>	<p>8 Software Maturity</p> <ul style="list-style-type: none"> <li>• Software quality release goals</li> <li>• Known problem management</li> <li>• Validation Environments limitations</li> <li>• Compatibility issues</li> <li>• Memory leaks</li> <li>• Stability Achieved</li> <li>• Use cases tested</li> <li>• Provocative testing</li> <li>• Database design and management</li> </ul>
<p>9 Solution Validation Strategy and its limitations</p> <ul style="list-style-type: none"> <li>• Scope / Strategy Validation</li> <li>• Internal Test Constraints (Node &amp; Solution)</li> <li>• External needs and constraints</li> <li>• Known test environmental shortfalls / Constraints</li> </ul>	
<p>10 Operational Readiness</p> <ul style="list-style-type: none"> <li>• Local account team readiness (Tools; processes; Trained heads)</li> <li>• Alarming and monitoring Solutions</li> <li>• Floor walkers &amp; skills transfer status</li> </ul>	

2.33 Solution Design Authority (SDA) *(Does not apply to Consumer products e.g. handsets, routers, wearables and set top boxes)*

SDA responsibility will reside with the Supplier unless explicitly agreed otherwise.

The Solution Design Authority will be responsible for ensuring that the solution design meets the agreed specification or requirement, in terms of functionality, performance, capacity, Resilience and safety. Where requirements are incomplete the SDA will seek clarification from Virgin Media O2 and ensure that any assumptions it made by the Supplier are in line with Virgin Media O2 expectations. Responsibilities of the SDA will include but are not limited to, the following:

- Defining the environmental conditions in which the solution will be required to
- Operate, including lighting, ventilation, and power requirements.
- The production and submission of the appropriate solution design, Specification, user, and other relevant documentation
- The identification and specification of the spares required for testing, commissioning, and on-going support.
- The preparation and issuing of test plans and procedures that ensure effective solution design validation.
- The management and validation of all solution changes.
- Supporting any Solution Assurance Review requested by Virgin Media O2.
- Ensuring that deltas in the Supplier's solution test environments (relative to Virgin Media O2's target deployment environments are identified, assessed as a risk to solution quality, mitigated and communicated to Virgin Media O2. *Note regardless of any re assignment of other SDA responsibilities this responsibility will always reside with the Supplier.*

3. Security & Business Continuity

3.1 Security *(where there is a separate security schedule it supersedes this requirement)*

Supplier shall and shall procure that its Permitted Sub-contractors shall provide demonstrable evidence that they maintain a security policy and operate a supporting security strategy that complies with ISO/IEC 27001 and additional current best industry standards as deemed appropriate to satisfy Virgin Media O2 security requirements. Where the Supplier is not certified to ISO/IEC 27001 and has access to Virgin Media O2 customer or employee data they shall have a plan to become certified within agreed timescales.

### 3.2 Business Continuity: *(where there is a separate BC schedule it supersedes this requirement)*

Supplier shall provide a copy of their Business Continuity Plan that demonstrates how they will maintain the contracted service level in the event of an emergency. The Suppliers Business Continuity Policy and Planning must align with the Business Continuity Standard ISO22301 Business Continuity Management. Draft planning will be provided pre contract where Suppliers wish to be considered for Virgin Media O2 supply and final planning provided at contract placement, along with evidence of certification to 22301 if held by the Supplier. /Business Continuity Policy and planning as it relates to any product or service provided to Virgin Media O2 shall be subject to Virgin Media O2 agreement and must be updated and submitted to Virgin Media O2 at least annually or within 3 months of any significant organisational change.

## 4. Safety Requirements

4.1 The Supplier shall, and shall procure that its Permitted Sub-contractors, shall demonstrate to Virgin Media O2 (with respect to all products and services provided under this Agreement) a documented Health and Safety Management System aligned to ISO 45001. Where the supplier has a head count of greater than 250 or is involved in production the safety management system shall be certified to ISO 45001 Occupational Health and Safety Management System.

4.2 Virgin Media O2 places great importance on the health and safety of all who may be impacted by its activities and requires the supplier to assure the following safety requirements:

4.2.1 The Supplier has access to, and complies with, all relevant and up to date legal and official regulations of every relevant country necessary, to do the requested work in a way that the health and safety of the personnel involved can be assured.

4.2.2 The Supplier has current knowledge of the local regulations of the trade inspection, the trade association, or workplace regulations, for health and safety for workers, for fire prevention as well as the recognised rules for all work to be carried out under this agreement.

4.2.3 The personnel used by the Supplier are competent, has the skills, necessary training courses, experience and protection equipment needed to fulfil the assigned work in a way that health and safety of the personnel involved, and others affected by the work can be guaranteed.

4.2.4 The Supplier, if:

- Acting as a duty holder defined under the Construction Design Management Regulations
- Involved in work covered by Work at Height Regulations or the Control of Asbestos Regulations,
- Undertaking any other high or medium risk work, i.e., work that includes but is not limited to:
  - Working with heavy machinery
  - Working in confined spaces
  - Working on live electrical systems
  - Working on tasks where a 'Permit to work is required' – UK only

shall be successfully certified to the specific SafeContractor UK Safety Schemes in Procurement (SSIP) under for the relevant scope, <https://www.safecontractor.com/contractor-accreditation>.

Where certification does not cover the scope of works awarded under this agreement accepting Virgin Media O2 business will be a commitment by the supplier to become certified in timescales agreed with Virgin Media O2 but in any case, not later than within 12 weeks of Contracting.

4.2.5 The Supplier shall demonstrate how they procure and appoint competent sub-contractors to undertake work on their behalf by evidence of assessment.

4.2.6 The said personnel have the necessary knowledge and skills to provide first aid assistance at any time.

4.3 Virgin Media O2 reserves the right for their personnel to give instructions to the Supplier’s personnel regarding the completion of work of the Supplier. This includes the right to immediately stop any work in case of severe problems regarding health and safety for Virgin Media O2 personnel as well as third parties or equipment owned by one of those three parties.

4.4 The Supplier shall stop the work immediately if the Supplier becomes aware that the health and safety of themselves or other parties is endangered. The supplier is requested to immediately notify Virgin Media O2 of any hazards or concerns in relation to the health and safety of the workplace or working practices on site.

4.5 The Supplier’s personnel must immediately report every accident and close call incident, or health & safety problem on equipment or facilities under responsibility and control of Virgin Media O2 or third parties which might or will affect the work.

4.6 The Supplier’s personnel shall routinely monitor their safety performance and routinely notify Virgin Media O2 of the result upon request.

4.7 Virgin Media O2 reserves the right to audit the supplier’s health and safety management system and performance.

## 5. Environmental Management Requirement

The supplier shall comply with the Environmental Management requirements of the Virgin Media O2 Supplier Code of Conduct and additionally:

**5.1 Programs for Improving Environmental Performance:** The Supplier shall identify significant environmental impacts associated with its operations and implement continuous improvement programs to address them. These programs shall cover the efficient recycling and/or disposal of waste materials and improving treatment and control of waste emissions affecting air, water, and soil. The Supplier shall be able to provide supporting evidence.

**5.2 Carbon Reduction Requirements:** - **Guidance:** Virgin Media O2 wants to see its supplier partners actively measure, manage, and reduce their carbon emissions. Suppliers that lack understanding about how to do this should engage with recognised subject matter experts who can provide tools and guidance. Examples include, The Science Based Targets initiative (SBTi), Carbon Trust or CDP alongside guidance documents such as the SBTi, ISO14064 and those of the Green House Gas Protocol. To be engaged by Virgin Media O2 suppliers must either have an active programme or a plan to put one in place. If your organisation does not already have a carbon reduction programme you will need to address the following points and your time plan to address these points must be tabled at tender.

### Steps to Establishing Carbon Reduction Programme Plan:

1. Confirm the scope of the programme, (i.e., the business areas encompassed by the programme)
2. Benchmark emissions (Scope 1, 2, 3) to establish a programme baseline
3. Establish and agree improvement target – We will favour suppliers that use of a science-based target

4. Establish and agree absolute and intensity measure (i.e., measures normalised to consider business growth)
5. Monitor and reporting in place

### Carbon Reduction Requirements:

5.2.1 The suppliers will demonstrate that they have an active company carbon reduction programme. The programme will have a baseline and a clear time bound improvement target with respect to that baseline. Periodic progress reporting against the carbon reduction programme will be provided to Virgin Media O2 detailing progress and using a recognised carbon reporting methodology for example:

- [ISO14064](#) – Greenhouse gases. Part 1 (2006)
- The WRI / [WBCSD Greenhouse Gas Protocol](#): A Corporate Accounting and Reporting Standard (Revised Edition)
- UK Government's Environmental Reporting Guidance – [DEFRA](#)
- Carbon Disclosure Project ([CDP](#))
- The Science Based Targets initiative ([SBTi](#)),

Where the supplier has received a business award from Virgin Media O2 that is >£1m its Carbon Reduction plan must align with the 2021 SBTi standard and support VMO2 emission reduction goals as defined at the time of contracting. Suppliers are required to be carbon neutral with respect to scope 1 and 2 emissions by 2030 and Net Zero across Scope 1,2 and 3 emissions by 2040 with a defined scope 3 interim target for 2030

#### Definitions

- *Scope 1 (Direct emissions from their operational activities)*
- *Scope 2 (Indirect emissions from energy purchasing)*
- *Scope 3 (Value chain emissions)*

Plans to realise this commitment must be in place within 6 months of any qualifying purchase award.

5.2.2 In addition to the companywide carbon reduction plan the supplier must provide a carbon baseline and reduction objective specific to the solutions it provides to Virgin Media O2. This baseline and agreed reduction goals shall be in place within 12 weeks of contracting.

5.2.3 Suppliers must complete Appendix 1 'Carbon Reduction Commitment' providing the information requested in 5.2.1 and 5.2.2. Progress reports must be sent to [SusProc@telefonica.com](mailto:SusProc@telefonica.com) within 6 weeks of award and then at 6 monthly intervals. Where at the point of award a supplier does not already have an active carbon reduction programme their first report must detail their progress against a time bound plan to establish such a programme tabled at tender.

5.2.4 Where the supplier's carbon emissions are not in-house but predominantly from their supply chain, then the supplier's carbon reduction programme must address its significant emissions from procured products and services.

5.2.5 Where suppliers provide significant Network equipment to Virgin Media O2 then power efficiency must be integrated into all product roadmaps, presented to Virgin Media O2, so that we can consider this routinely when making decisions. Maintained power efficiency roadmap for solutions offered to Virgin Media O2 shall be provided upon request.

5.2.6 **Green Energy:** Suppliers are required to grow their use of green energy in line with its availability in their operating geography. UK based suppliers, where green energy is widely available, are required to use only green energy where they are in control of energy sourcing.

### 5.5 Environmental Commitments:

Virgin Media O2 wishes to see its procurement spend drive greater environmental protection as a result supplier are required to make a commitment to one or more of the following environmental initiatives:

In Appendix 2 you must identify the commitment made, the commitment owner and a timeline by which your plan to deliver the commitment will be available.

### Commit to one of the following “100 Initiatives”

WHAT?	WHY?	HOW?
<p><b>COMMIT TO RE100</b></p>	<ul style="list-style-type: none"> <li>• Business leadership in the transition to renewable electricity</li> <li>• Cost savings in the long term</li> <li>• Risk management through reduced reliance on the grid's energy mix</li> <li>• Reputational benefits</li> <li>• Improved employee engagement</li> </ul>	<p>You can achieve 100% renewable electricity via:</p> <ul style="list-style-type: none"> <li>• Renewable electricity contracts with suppliers</li> <li>• Purchase of renewable energy certificates (e.g. RECs, GOs, etc) to offset non-renewable consumption sources</li> <li>• On-site generation of renewable electricity</li> <li>• Purchase from an off-site generator through a direct line</li> </ul>
<p><b>COMMIT TO EV100</b></p>	<p>With businesses owning over half of all registered vehicles on the road, it is crucial that companies lead the shift to electric vehicles. By setting out their future EV purchasing requirements on an ambitious timescale, companies can drive mass roll-out and make electric cars more rapidly affordable for everyone around the world, reducing local air pollution and GHG emissions.</p>	<p>Members can sign up to one or more of the four global commitments to 2030:</p> <ol style="list-style-type: none"> <li>EV integration into directly controlled fleets</li> <li>EV in service contracts (e.g. daily rental, taxis, etc.)</li> <li>Supporting EV uptake by staff</li> <li>Supporting EV uptake by customers</li> </ol>
<p><b>COMMIT TO EP100</b></p>	<p>Improving energy productivity enables companies to apply a financial lens to their energy use and align their business growth with their sustainability targets, achieving:</p> <ul style="list-style-type: none"> <li>• Energy efficiency improvements &amp; emissions reductions</li> <li>• Financial savings and greater energy security</li> <li>• Reputational benefits</li> <li>• Facilitating the transition to renewables</li> </ul>	<p>There are three commitment pathways to EP100:</p> <ol style="list-style-type: none"> <li>Doubling Energy Productivity within 25 years with a baseline of earliest 2005;</li> <li>Implementing an Energy Management System in each of your facilities within 10 years and committing to an energy productivity target;</li> <li>Operating in Net Zero Carbon Buildings by 2030</li> </ol>

## Commit to 1.5<sup>0</sup> Science Based Carbon Reduction Target

WHAT?	WHY?	HOW?
<p><b>COMMIT TO SETTING AN SBT ALIGNED TO THE 1.5°C SCENARIO</b></p>	<p>Investors are increasingly seeking validation of companies taking action to tackle climate change, helping to mitigate against the impact of climate-related risks with a reduced dependency on GHG-intensive activities.</p> <p>By committing to a 1.5°C SBT, you can:</p> <ul style="list-style-type: none"> <li>• Reduce risk of target modification in future years</li> <li>• Reduce exposure to climate policy and regulation risk</li> <li>• Have your clear demonstration of commitment presented on the SBTi website if validated</li> <li>• Score higher points in CDP</li> <li>• Demonstrate ambitious carbon reduction to potential clients or suppliers increasing changes of success</li> <li>• Be better aligned to net-zero achievement, reducing long term cost and capital requirements</li> <li>• Increase efficiency and innovation through reduced energy costs, allowing for the development of 'low carbon' products, beating competitors.</li> </ul>	<p>In order to commit to setting an SBT, you must submit a commitment letter to the SBTi indicating that your company will work towards setting a science-based target.</p> <p>Once you have signed the commitment letter, you will have <b>two years</b> to develop and submit your targets for official validation.</p> <p>For further guidance on how to set and validate an SBT, the SBTi released an updated their <a href="#">Target Setting Manual</a> and <a href="#">Target Validation Protocol</a>, both of which take into account the new criteria.</p> <p>If companies are choosing the resubmission option, please make sure you are eligible for it. The resubmission option, which includes only one round of assessment and costs 2490 USD + applicable VAT (as in July 2020), is available to:</p> <ol style="list-style-type: none"> <li>1. companies who have already gone through the full paid target validation service at least once; or</li> <li>2. companies that already have an approved target by the SBTi and need to update it.</li> </ol>
<p><b>INCREASE THE AMBITION OF YOUR CURRENT SBT TO ALIGN TO THE 1.5°C SCENARIO</b></p>		

## Commit to Maximise the Eco Efficiency of a group of products or achieving Carbon Neutrality for at least one product.

WHAT?	WHY?	HOW?
<p><b>MAXIMISE THE ECO-EFFICIENCY OF A GROUP OF PRODUCTS</b></p>	<p>As well as the environmental benefit associated with reduced carbon emissions and increased product efficiency, this helps:</p> <ul style="list-style-type: none"> <li>• reduce risk of exposure to future climate policy and regulation risk, whilst also improving corporate reputation and brand loyalty</li> <li>• Identify areas of inefficiency and improve overall performance</li> <li>• Make cost savings by reducing energy consumption and bills</li> </ul>	<p>Undergoing an LCA to identify energy hotspots across the products lifecycle and develop a strategy to reduce these, for instance through the:</p> <ul style="list-style-type: none"> <li>• Development of new methods to extract raw materials</li> <li>• Eco-conception of electronic equipment</li> <li>• Development of reuse manufacturing and recycling of equipment</li> </ul>
<p><b>ACHIEVE CARBON NEUTRALITY FOR AT LEAST ONE OF YOUR MAIN PRODUCTS</b></p>	<p>Making a carbon neutral commitment and putting a strategy in place today will:</p> <ul style="list-style-type: none"> <li>• ensure your organisation is ahead of the curve and fit for the changing regulatory landscape of tomorrow</li> <li>• meet customer, stakeholder, industry or legal expectations</li> <li>• Gain credibility with an accurate carbon neutrality statement</li> </ul> <p>Offsets can be adapted to budgets available and while it is an investment, the return can provide competitive advantage, incentivise cost reduction from reduced energy consumption and engage stakeholders and employees when the right projects are chosen.</p>	<p>In order to be able to claim carbon neutrality, you first need to accurately calculate the product lifecycle emissions. The PAS 2050 certification, introduced in 2008 and revised in 2011, provides a consistent and internationally applicable method for quantifying product carbon footprints.</p> <p>Once measured, to achieve neutrality many companies purchase carbon credits to offset residual emissions. The right projects should add more value than simply reducing carbon for offsetting, for instance contributing to the achievement of the SDGs. An alternative would be to develop your own offset project.</p>

## Commit to developing and employing an internal Carbon Pricing Model

WHAT?	WHY?	HOW?
<p style="text-align: center;"><b>SET AN INTERNAL PRICE ON CARBON</b></p>	<p>Developing your own internal carbon pricing model in the short term by including carbon in your investment decisions and other business activities, will help to mitigate against the risk of increased future costs associated with carbon emissions in your operations and thus provide you a strategic advantage in future. Additionally, setting an internal carbon price will:</p> <ul style="list-style-type: none"> <li>• Help drive down carbon emissions and meet business objectives</li> <li>• Have a defined budget to invest in energy saving measures</li> <li>• Encourage investments in activities that are likely to achieve the fastest payback</li> <li>• Enables the business to become carbon neutral through internal and external investments</li> <li>• Include the carbon cost in purchasing and investment decisions</li> <li>• Be ready for regulatory carbon taxation</li> <li>• Encourage innovation and help ensure sustained economic competitiveness.</li> </ul>	<p><b>Shadow Pricing:</b> Companies attach a notional value to carbon emissions in order to assess the risks of business investments under anticipated government policies that increase emissions-related costs. Companies tend to favor shadow pricing at the start of their journey and use it as a management tool to support decision-making.</p> <p><b>Internal Carbon Tax:</b> A company charges itself a fee per ton of carbon generated, creating an internal fund that can be used for emissions reduction projects. The difference between a shadow price and a carbon tax is that the shadow price is applied to projected emissions of future investments, while a carbon tax is applied on current ones.</p> <p><b>Internal Cap and Trade:</b> This approach sets an upper limit on total emissions from all business activities. The company creates an allowance for each ton of carbon emitted, and business units can buy, sell or trade any excess allowances amongst each other.</p> <p><b>Implicit carbon price:</b> This is calculated based on how much it costs a company to implement emissions reduction projects, such as renewable energy purchases or energy-efficiency upgrades. Calculated retroactively, they can be used as a benchmark for calculating and setting an internal carbon price.</p>

### 5.6 Product Lifecycle Assessments (LCA):

LCAs for the products and services offered should follow a recognised LCA standard such as ISO14044 and be available at purchase or with 3 months of purchase when at Virgin Media O2's discretion an LCA is requested.

### 5.7 Zero waste

**Introduction:** A zero waste approach can drive business benefits and potential financial rewards. In addition to reducing waste disposal costs, zero waste policies can also generate revenue through recyclable materials and protects the environment.

**Requirements:**

- Within 6 months of contracting the supplier will plan and implement policy and process to ensure that products and services supplied to Virgin Media O2 support zero waste principles of supporting recyclability, avoiding incineration and do not require disposal to landfill. In addition, the products and services should, where relevant, aim to include recycled content material
- Within 12 months of contracting the supplier will deploy and implement across its UK operations a zero-waste policy and commence quarterly reporting on its progress. Zero waste to landfill at a minimum shall be achieved within 24 months of contracting.

### 5.8 Single Use Plastics:

**Introduction:**

- Single Use Plastics are any disposable plastic item which is designed to be used only once.
- Single Use Plastics are a major source of marine litter and a physical danger for marine life. In landfill or in our oceans, Single Use Plastics represent a significant loss of energetic and material

value. The reduction of Single Use Plastics can prevent marine litter and its ecological, social, and economic impacts.

#### Requirements:

- Single Use Plastics shall not be used in products, packaging, or services suppliers to Virgin Media O2 unless with prior agreement
- Within 6 months of contracting the supplier will provide a plan to phase out the use of Single Use Plastics within their operations and products within 12 months.

## 6. Sustainability Requirements

### 6.1 Supply Chain Sustainability Policy Compliance

Suppliers must comply with Virgin Media O2 Supplier Code of Conduct. Suppliers and their Sub-contractors shall demonstrate to Virgin Media O2 that they maintain policies to protect and promote standards in their supply chains that as a minimum comply with these requirements.

At the point of contracting suppliers must either be fully compliant or have a plan agreed with Virgin Media O2 to move to full compliance within an agreed timescale which must not exceed 60 working days. Suppliers may comply by operating their own aligned code of conduct

#### 6.1.2 Suppliers will:

- Ensure that worker rights and the supplier obligations under the Virgin Media O2 supplier code of Conduct are effectively communicated to relevant managers and workers. such communication will be subject to Virgin Media O2 verification.
- Provide to Virgin Media O2 an annual statement detailing the measures taken by the supplier to ensure that requirements detailed in this schedule and the Virgin Media O2 supplier Code on Health and Safety, Forced Labour, Child and Young Person labour are respected within its operations and supply chains. Provision of this statement will be a prerequisite of business award, both initial and going.

6.1.3 During the period of the contract should Virgin Media O2 discover any failure to comply with its sustainability standards or requirements Virgin Media O2 will give the supplier an opportunity to become compliant, within a specified timescale, details of which will be contained in a corrective action plan. Virgin Media O2 will have the right to cease business with a supplier if:

- The supplier refuses to agree a corrective action plan; or
- The supplier fails to satisfactorily complete the corrective action plan within the stipulated timescales; or
- Having become compliant, the supplier lapses and is subsequently found to be non-compliant again

### 6.2 Sustainability Information Requirements

#### Supplier will:

6.2.1 **Make an EcoVadis or Integrity Next risk submission** for itself and any facilities it will use to manufacture products for supply under this agreement, if requested. Suppliers receiving a business award that do not yet have an EcoVadis or Integrity Next assessment must get an assessment and where their score is below 44 points agree an improvement plan to move to a score of at least 44 points as a condition of business placement. Suppliers using facilities in Asia or eastern Europe to supply Virgin Media O2 shall make an EcoVadis or Integrity Next risk submission, the related scorecards must be maintained and updated annually.

**6.2.3 Commit a fraction of its annual UK recruitment to interns and apprentices if it is a UK employer.** This will be at least 2% for organisations of less than 250 heads and at least 4% for large corporate businesses. The figure will be reported in tenders and on request

**6.2.4 Provide a list of the Supplier's major suppliers** underpinning delivery of products and services provided under this agreement, geographical location, date of last Corporate Responsibility (CR) review and next planned CR review. The Supplier will be required to commit that within 12 months of any contract award all major Supplier suppliers shall have been subject to a specific CR review by the Supplier or its agent and where there are any CR concern improvements shall be initiated. Full visibility of CR due diligence will be provided to Virgin Media O2 throughout the agreement.

**6.2.5 Identify significant facilities it will use to deliver to Virgin Media O2** under this agreement and for each declare the management system certifications held by the facility, specifically commenting on any ISO9001, ISO14001, ISO27001, ISO45001 or ISO22301 certifications held.

**6.2.6 Provide details of its supplier facing ethical code and associated due diligence.** Specifically, the following will be provided prior to contracting its:

- Sub – contractor facing ethical code
- Supply Chain CSR risk assessment process
- Supply chain CSR assessment programme and visibility of its implementation.

**6.2.7 Support Virgin Media O2 efforts to enable diversity in its supply base, i.e. the participation of SMEs, VCSEs and minority owned business.** Within 12 weeks of contract placement the Supplier will

- Review its procurement process to identify obstacles to SMEs VCSEs and minority owned business participation.
- Plan any necessary procurement changes to ensure it operates open procurement processes.
- Report how it has enabled this requirement.

**6.2.8 Maintain policy and process to minimise the possibility that it or its suppliers source materials from conflict mines and demonstrate that it has made reasonable efforts to verify this with** at risk areas of its supply chain.

**6.2.9 Provide a social value statement by completing appendix 3.** UK based Suppliers receiving a procurement award of >£1m should have and share with VMO2 a social value statement explaining how they contribute to society. Social value offering should clearly state how VMO2's placement of business with the supplier will help to deliver social value and the outcomes we may expect to see during the life of the contract.

### 6.3 Accessibility & Inclusive Design Requirements

#### Background:

Accessibility means designing a solution so that disabled people can access the same information, product, service, or solution and do the same things that a non-disabled person can. Inclusive design is about recognising exclusion, designing for the needs of people with a range of different perspectives and abilities so that everyone benefits. Virgin Media O2 requires solutions to be fully accessible by disabled users.

**Requirements:**

- Suppliers developing any equipment (hardware), software (platforms or applications), online/web/mobile app solutions, or non-web based ICT (systems) built for a human as the end user (hereinafter referred to a “Solution”), must be compliant with UK web accessibility standards, which can be found here <https://www.w3.org/WAI/standards-guidelines/> and in particular the Web Content Accessibility Guidelines (WCAG).
- Should a supplier develop Solutions for use in non-UK markets, compliance must also meet country specific web accessibility standards.
- Where for any reason Compliance is not possible exceptions must be agreed with the VMO2 solution customer.
- If requested suppliers will support VMO2 user consultation reviews as an input to solution design and proving.
- Solution interfaces and content must be tested and demonstrated to be perceivable, operable, understandable, and robust for all users.
- Compliance to applicable accessibility standards and requirements shall be validated as part of solution testing and if requested, supported with a statement of, and demonstration of, compliance to VMO2.
- Where accessibility defects are identified their resolution will be formally managed and visible in solution changelogs and roadmaps.

## Appendix 1 - Carbon Reduction Commitment:

### Section 1 – Complete this section where there is an active company carbon reduction programme.

Topic	Answer / Details	
1 Name / position of Person committing the Carbon Reduction (CR) plan		
2 Details of organisation boundaries covered by the CR programme		
<b>Scope of the Carbon reduction Programme being committed e.g.: a generic programme addressing</b> <ul style="list-style-type: none"> <li>Scope 1 (internal supplier activity),</li> <li>Scope 2 (purchased energy)</li> <li>Scope 3 (Value chain emissions / purchased goods and services)</li> </ul>	<b>Scope</b>	
	Scope 1	?
	Scope 2	?
	Scope 3	?
<b>3 Reduction Target: Detail the reduction target stating target date and the reduction to be achieved.</b> Note in making a business award Virgin Media O2 will favour suppliers whose carbon reduction plan for scope 1 and 2 emissions will see the supplier achieve carbon neutrality for these emissions by 2030 or earlier	<b>Target date</b>	?
	<b>Companywide percentage Reduction Target</b>	?
<b>4 Provide the CO2 baseline and date at which this was made</b>	<b>Baseline Emissions</b>	?
	<b>Year of baseline</b>	?
5 Is this a science-based target?	Y/N?	
6 Steps to reduction: Detail the key steps and or actions that will be taken to achieve the planned reduction		
7 Independent Validation: Explain how and by who the baseline and achieved reduction will be independently validated	Detail how and who.	
8 Reporting Dates: Commit progress reporting dates at which validated baseline and progress data will be provided. As a minimum at programme start, mid programme and completion.	List Reporting dates here?	

### Section 2 – Plan to establish a carbon reduction plan: Complete if there is no active plan in place

Steps	Date
1. Confirm the scope of the programme, (i.e., the business areas encompassed by the programme)	
2. Benchmark emissions (Scope 1,2,3) to establish a programme baseline	
2.1 Baseline Validation	
3. Establish an agree improvement target (companywide and or Agreement specific targets) Use a <u>science based target</u>	
4. Establish carbon reduction measures	
5. Monitor and reporting in place	
6. Progress reporting dates agreed	
7. Independent validation of baseline and progress reports by?	
8. Supplier Plan Owner name and contact details	
9. Name & position of Person commitment the plan for a Carbon reduction programme.	

### Section 3 – Record here the carbon baseline and reduction goal of the product or service being provided

Product or service Carbon Baseline and reduction goal	Answer
1. Carbon baseline for product or service provided or date by which it will be available (Note must not be later than 12 weeks from contract commencement)	
2 Product or service carbon reduction goal or date by which it will be available (Note: must not be more than 12 weeks from contract commencement)	
3. Name & position of Person Responsible for delivering this requirement	

Please complete section 1 or 2 as appropriate and return to:

Keithley Martin | Head of Supplier Development

Mob 07860 832108, email [Keithley.Martin@virginmediao2.co.uk](mailto:Keithley.Martin@virginmediao2.co.uk)

Appendix 2 – Sustainability Commitments Made by the Supplier during the RFP process:

As per requirement 5.5. the Supplier is required register at least one environment-related initiative

<b>Supplier Contact person, Name and Contact Detail</b>			
<b>(1) Environmental Initiative Commitment – See QSS Para 5.5 Environmental Commitments:</b>			
Suppliers are required to commit to at least one of the seven initiatives below para 5.5 explains each.			
<b>Programme Name</b>			
<b>Start Date</b>		<b>End Date</b>	
<b>Initiative Committed</b>	<b>Existing</b>	<b>New</b>	<b>Supplier Comments:</b> Please explain your reasoning for selecting the specific initiative commitments and how you believe it will benefit both your organisation and Virgin Media O2. Where you are committing an existing initiative, please provide the latest progress report.
1. RE100			
2. EV 100			
3. EP100			
4. 1.5 <sup>o</sup> Science Based Carbon Reduction Target			
5. Maximise the Efficiency of a group of Products			
6. Achieve Carbon Neutrality for a specific product			
7. Introduce internal Carbon Pricing			
<b>Environmental Initiative Programme Progress Reporting Schedule:</b>			
	Date report Due to VMO2	Status	
<b>Initial update Report due dates</b>			
<b>Intermediate update Report 1 due dates</b>			
<b>Intermediate update Report 2 due dates</b>			
<b>Final Update Report due dates</b>			

Please complete the Sustainability Commitment form above and return to:

Keithley Martin | Head of Supplier Development

Mob 07860 832108, email [Keithley.Martin@virginmediao2.co.uk](mailto:Keithley.Martin@virginmediao2.co.uk)

### Appendix 3 – Supplier Social Value Statement:

As explained in the Virgin Media O2 (VMO2) Supplier code of conduct we VMO2 wants to see its procurement activity create additional benefits for the society in which we operate. To that end all UK based Suppliers receiving a procurement award of >£1m should have and share with VMO2 a clear social value statement explaining how they contribute to society. The way in which the supplier elects to provide social value is for the supplier to select however we would recommend thinking about the themes of creating new jobs and skills, protecting the environment, tackling inequality, or improving the health and wellbeing of your customers, direct and/or indirect. Your social value offering should clearly state how VMO2’s placement of business with you will help to deliver social value and the outcomes we may expect to see during the life of the contract. Please record below your Social Value commitment.

Social Value Statement	Answers
<p><b>Your Approach to Social Value</b>                      Explain why social value is important to your organisation and your ambitions for social value. Exactly what social value are you seeking to achieve and on what timeframes. Please be specific as to demographics and/or locations that will benefit and how. Also explain why you have focused on this aspect of social value and how your business with VMO2 helps you to achieve this.</p>	
<p><b>Social Value Delivery Responsibilities &amp; Management</b>                      Please explain how this social value objective is owned and managed within your organisation and how it is communicated, co-ordinated and reported. Please provide details of the programme’s owner.</p>	
<p><b>Implementation Plan</b></p> <ul style="list-style-type: none"> <li>• Please outline your implementation process for social value. Detail your delivery plan, its milestones, deliverables and success measures. Note: Social value is measured in both financial and non-financial terms, please clearly state how you have measured your commitments</li> <li>• How will your commitments be reported on and monitored during the delivery of the agreement</li> <li>• What evidence of social value delivery will be provided</li> </ul>	
<p><b>Collaboration,</b>                      Please detail any external organisations, including VCSE organisations, you will collaborate with to deliver this social value and their respective roles.</p>	
<p><b>Deliverables &amp; Target date</b>                      Please list key deliverables and their due date</p>	

**Please complete the Sustainability Commitment form above and return to**  
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