Schedule 3 - Lot 2

Authority Responsibilities

Version 5.0

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CHANGE HISTORY

Version No.	Date	Details of Changes included in Update	Author(s)	Document Number
4.0	07.12.15	Execution version	ESMCP	35123597.21
4.1	11.09.18	Conformed copy incorporating amendments agreed through Change Authorisation Note CR157		
4.2	30.11.18	1st draft of A&R version internal to Authority for review	DLAP	92059386.2
4.3	30.11.18	1st draft of A&R version issued to Moto for review	Authority	92059386.3
4.4	29.01.19	Motorola updates	Motorola	
4.5	21.02.2019	Authority comments	Authority	92059386.5
4.5	28.02.2019	Further amendments to reflect negotiations to date	Authority	92059386.7
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1 Introduction

1.1 The responsibilities of the Authority set out in this Schedule shall constitute the Authority Responsibilities under this Agreement. Any obligations of the Authority in Schedule 2.1 (Services Description), Schedule 2.2 (Performance Levels), Schedule 4.1 (Supplier Solution), Schedule 6.1 (Implementation Plan) and Schedule 6.2 (Testing and Assurance Procedures) shall not be Authority Responsibilities and the Authority shall have no obligation to perform any such obligations unless they are specifically stated to be “Authority Responsibilities” and cross referenced in the table in Paragraph 3.

1.2 The responsibilities specified within this Schedule shall be provided to the Supplier free of charge, unless otherwise agreed between the Parties.

2 General Obligations

2.1 The Authority shall:

(a) perform those obligations of the Authority which are set out in the Clauses of this Agreement and the Paragraphs of the Schedules and the Operating Level Agreement (except Schedule 2.1 (Services Description), Schedule 2.2 (Performance Levels), Schedule 4.1 (Supplier Solution) and Schedule 6.1 (Implementation Plan);

(b) use its reasonable endeavours to provide the Supplier with access to appropriate members of the Authority's staff, as such access is reasonably requested by the Supplier in order for the Supplier to discharge its obligations throughout the Term and the Termination Assistance Period;

(c) provide sufficient and suitably qualified staff to fulfil the Authority's roles and duties under this Agreement;

(d) use its reasonable endeavours to provide such documentation, data and/or other information that the Supplier reasonably requests that is necessary to perform its obligations under the terms of this Agreement provided that such documentation, data and/or information is available to the Authority and is authorised for release by the Authority;

(e) provide the Supplier access to use the Authority Premises (hot desks and wifi) as is reasonably required for the Supplier to comply with its obligations under this Agreement; such access to be provided during the Authority's normal working hours on each Working Day or as otherwise agreed by the Authority (such agreement not to be unreasonably withheld or delayed);

(f) make available to the Supplier, at the Effective Date, an Electronic Document Management System (EDMS) for the submission of documentary deliverables;

(g) deliver, assure and administer ESN on behalf of the Home Office, Department for Communities and Local Government, Department of Health, Scottish and Welsh Governments, and any other third party that the Authority in its absolute discretion shall determine;

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(h) be staffed by a mixture of Civil Servants, NHS staff, secondees from the three Emergency Services, contractors and consultants, and supported during Mobilisation and Transition by the Delivery Partner;

(i) provide the following functions:

(i) leadership and governance

(ii) programme assurance office

(iii) stakeholder management

(iv) project sponsors

(v) contract management;

(vi) contract administration;

(vii) procurement;

(viii) legal;

(ix) transition management;

(x) cross programme integration;

(xi) reporting;

(xii) cost management;

(xiii) programme change control;

(xiv) risk management;

(xv) programme governance;

(xvi) service design assurance;

(xvii) technical design assurance;

(xviii) security assurance and accreditation;

(xix) budget control;

(xx) billing assurance;

(xxi) financial oversight;

(xxii) major incident escalation;

(xxiii) knowledge transfer;

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(xxiv) service level assurance;

(xxv) operating level management; and

(xxvi) operational change management;

(j) ensure Artefacts are approved in accordance with the Artefacts Schedule provided that:

(i) the Supplier's Documentary Deliverable is Approved in accordance with the Documentary Deliverables Assurance Procedures and within the timeframes set out in the Documentary Deliverables Schedule; and

(ii) the Supplier reviews the applicable Artefacts and responds with any comments it may have within the agreed five (5) Working Day timescale.

(k) procure the goods and services of the Other Suppliers;

(l) deliver the Delivery Partner's scope of services;

(m) Lead the production of the Transition Plan and Level 1 Plan to Level 3 Plan (inclusive) and co-ordinate Transition activities in accordance with the Transition Plan;

(n) subject to the Supplier providing a Level 4 Plan which is capable of being integrated with the level 4 plans of Other ESN Suppliers, co-ordinate the production of the integrated Level 3 Plan and provide the Supplier with an update every two (2) weeks in accordance with Schedule 6.1;

(o) provide planning assumptions for those Other Suppliers who have not yet been procured by the Authority (and any material Changes to those planning assumptions are to be agreed via the Change Control Procedure);

(p) ensure Artefacts are approved in adequate time to support the achievement of the relevant Gate provided that:

(i) the Supplier's Documentary Deliverable is Approved in accordance with the Documentary Deliverables Assurance Procedures and within the timeframes set out in the Documentary Deliverables Schedule; and

(ii) the Supplier reviews the applicable Artefacts and responds with any comments it may have within the agreed five (5) Working Day timescale;

(q) comply with and procure that each Other Supplier (other than the MS Supplier) shall comply with their agreed SMART dependencies pursuant to the dependencies table set out in Annex 8 to Schedule 6.1 (Implementation Plan) at the CAN Effective Date and as updated upon exit of Gate 3 for each ESN Product;

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(r) maintain the UDDS to enable compliance by the Supplier with any Authority Requirements or other obligations pursuant to this Agreement to which the UDDS relates; and

(s) review and approve or reject all Documentary Deliverables within 10 Working Days in accordance with the principles and procedures described in Schedule 6.2.

2.2 For the avoidance of doubt, the functions listed in Paragraph 2.1 describe the Authority's own organisational functions. Nothing in Paragraph 2.1 shall relieve the Supplier of any responsibility to provide these functions within its own organisation, nor of any obligations under this Agreement.

3 Specific Obligations

3.1 The Authority shall, in relation to this Agreement perform the Authority's responsibilities identified as such in this Agreement the details of which are set out in the table below:

Document	Location
Schedule 2.1 (Services Description)	Paragraph 4.3.2 with regard to the Authority's obligation to deliver the connections to the PSN (ESN DNSP, SWAN and PSBA) at the Supplier's Data Centres in accordance with the Implementation Plan Paragraph 4.3.3 with regard to the Authority's obligation to deliver the Code of Practice for PSN (ESN DNSP, SWAN and PSBA) to the Supplier to work towards conformance in accordance with the Implementation Plan
Schedule 6.2 (Testing and Assurance Procedures)	[…. ✂….]
Annex A of this Schedule 3 (Authority Responsibilities)	Annex A with regard to the Authority's obligation to procure that the MS Supplier shall comply with their agreed dependencies in accordance with Annex A

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Annex A: MS Supplier Dependencies

No.	ESN PRODUCT (WHERE PRODUCT RELATED)	LEVEL 4 PLAN REF.	DESCRIPTION OF DEPENDENCY	TIMESCALE BY WHEN THE DEPENDENCY IS TO BE PERFORMED	EARLY INDICATORS OF POTENTIAL FAILURE OR DELAY IN PERFORMING THE DEPENDENCY	DELAY / IMPACT ON PROJECT TIMESCALES. MILESTONES, CRITICAL PATH ETC.	FINANCIAL IMPACT	SUGGESTED MITIGATION FOR THE FAILURE AND DELAY IN PERFORMING THE DEPENDENCY.
1.	Test and Reference System (Production Mirror)	11448	MS Supplier to provide EE SMPP Interface for Prod Mirror	[…. ✂….]	A delay in EE starting SMPP interface build activity.	Impact on the completion of SIM OTA integration activities preventing start of test activities resulting in delay of SIM OTA being available for BSS Uplift Release 2.	[…. ✂….]	Progress any remaining integration activities ahead of the SMPP Interface being available. SMPP integration is required to have completed prior to the start of test activities.
2.	Various	6439 6440	The Authority shall procure that the MS Supplier provides such data deliverables, for example coverage information) available for each ESN Product as set out in the Products and Services Master Catalogue and as	[…. ✂….]	Provision of coverage information by Supplier not possible	Delay to achievement of Gate 4 and Gate 5.	[…. ✂….]	

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No.	ESN PRODUCT (WHERE PRODUCT RELATED)	LEVEL 4 PLAN REF.	DESCRIPTION OF DEPENDENCY	TIMESCALE BY WHEN THE DEPENDENCY IS TO BE PERFORMED	EARLY INDICATORS OF POTENTIAL FAILURE OR DELAY IN PERFORMING THE DEPENDENCY	DELAY / IMPACT ON PROJECT TIMESCALES. MILESTONES, CRITICAL PATH ETC.	FINANCIAL IMPACT	SUGGESTED MITIGATION FOR THE FAILURE AND DELAY IN PERFORMING THE DEPENDENCY.
			defined in the relevant Interface Control Documents (ICD).					
3.	Prime	674	The Authority shall procure that the MS Supplier provides the MS Suppliers Solution (including but not limited to Coverage) as required to achieve Gate 5 and to support National Transition Commencement Criteria.	[…. ✂….]	It is expected that the MS Supplier Solution will be Assured in accordance with the incremental release of ESN Product with Coverage being last element to be fully Assured.	Delay in the achievement of Gate 5	[…. ✂….]	There is no mitigation possible for the Supplier.

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