

CONNECTIVITY CONSOLIDATED CONTRACT SCHEDULE

CONSOLIDATED SCHEDULE 31
OPERATING LEVEL AGREEMENT

for Contract Number DCNS/080

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CONSOLIDATED SCHEDULE 31 OPERATING LEVEL AGREEMENT

This Consolidated Schedule provides a consolidated version of the Customer Authority's special terms relating to Operating Level Agreements.

Capitalised terms used but not defined in this Consolidated Schedule are defined in Consolidated Schedule 1 (*Definitions*).

1 INTRODUCTION

This Consolidated Schedule sets out the information that is required to be included in the Operating Level Agreement that the Contractor shall enter into pursuant to Clause 9.1.4 of this Consolidated Contract.

2 CONTENTS OF THE OPERATING LEVEL AGREEMENT

2.1 The Contractor shall ensure that any Operating Level Agreement includes, as a minimum:

- 2.1.1** a description of the technical interfaces between the services provided by each of the parties pursuant to their respective agreements with the Customer Authority, including a description of any of the services provided by either party that overlap, interface with or cut across the services provided by the other party in the provision of the services as part of the Service Delivery Supply Chain and how such overlap, interface or cut across will be managed;
- 2.1.2** a description of the roles and responsibilities of each of the parties, including a clear demarcation of responsibility where any roles relate to any of the identified technical interfaces;
- 2.1.3** the name and contact details of a representative(s) of each of the parties nominated to act as a point of contact for the management of the Operating Level Agreement and a point of interaction between the parties;
- 2.1.4** the name and contact details of a representative(s) of each of the parties nominated to act as a point of contact for any issues which cannot be resolved by the point of contact described at Paragraph 2.1.3 above and which need to be escalated to a more senior board level;
- 2.1.5** a description of a process for dispute resolution that allows for disputes that arise between the parties to be resolved expeditiously;
- 2.1.6** a description of a process for the timely exchange of information between the parties, including a commitment from each party that it will provide to the other party, in a timely manner, all relevant and reasonable information required by the other party to assist that party in performing the services in accordance with its agreement with the Customer Authority, including achieving any required security certification (including certification of the combination of the parties' technical solutions within a wider end-to-end ICT solution, if appropriate) within the required time frames;
- 2.1.7** without prejudice to the terms of the Customer Authority's agreements with either party, principles relating to what information the parties shall treat as

strictly confidential and non-disclosable, with any exceptions to this set out in the Operating Level Agreement;

- 2.1.8 the name and contact details of each party's point of contact for each Customer Authority Site where the parties perform services, and a description of how any interactions between the points of contact at each such site will be managed, including an indication of how certain issues will be resolved, for example where both parties require access to cabinets;
- 2.1.9 principles relating to how the parties will work together in an open and timely manner to ensure that the parties understand their respective roles, obligations and priorities in order to achieve the objectives of the Customer Authority and an acknowledgement that the parties will co-operate to ensure that the services that each party provides to the Customer Authority as part of the Service Delivery Supply Chain are provided seamlessly;
- 2.1.10 principles relating to how the parties will work together to seek to reduce operational, reputational and financial risk to the Customer Authority;
- 2.1.11 principles relating to how issues will be resolved, including that the parties will resolve any such issues in the manner, and using the solution, that represents Good Industry Practice and that best represents the objectives and requirements of the Customer Authority as described in the parties' respective agreements with the Customer Authority, and, where a party requires the reasonable assistance of the other party to help resolve any issue, a description of a process whereby each party can notify the other party that it requires such reasonable assistance, such assistance to be provided in a timely manner;
- 2.1.12 principles relating to how the parties will co-operate to ensure that the parties achieve their obligations under their respective agreements with the Customer Authority, including in relation to a 'fix first argue later' approach to resolving faults or carrying out repairs;
- 2.1.13 details of how the Contractor will collaborate with Other Tower Service Providers to plan its own Planned Downtime so as to minimise the overall service downtime experienced by the Customer Authority across all of the Towers in any twelve (12) month period, in accordance with Clause 7.13 of this Consolidated Contract;
- 2.1.14 principles relating to how each party will co-operate with any sub-contractors or other third parties engaged by the other party in the performance of the services in accordance with its agreement with the Customer Authority, including that each party will work cooperatively and collaboratively with any such sub-contractors or third parties as notified to them by the other party from time to time; and
- 2.1.15 target timeframes within which each party will seek to respond to, or take an action requested by, the other party.