



Future eGates Services

SCHEDULE 7

AUTHORITY RESPONSIBILITIES

Schedule 7 (*Authority Responsibilities*)

1 INTRODUCTION

- 1.1 The responsibilities of the Authority set out in this Schedule shall constitute the Authority Responsibilities under this Contract. Any obligations of the Authority in Schedule 2 (*Services Description*) and Schedule 8 (*Supplier Solution*) 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 Contract and the Paragraphs of the Schedules (except Schedule 2 (*Services Description*) and Schedule 8 (*Supplier Solution*));
 - (b) use reasonable endeavours to provide the Supplier with access to appropriate members of the Authority's or Port Operator'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 Contract as defined in the Implementation Plan;
 - (d) use 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 Contract provided that such documentation, data and/or information is available to the Authority and is authorised for release by the Authority;
 - (e) procure for the Supplier such agreed access and use of the Authority Premises (including for the avoidance of any doubt the Authority's Model Port) and / or Port Operator's Sites (as a licensee only) and facilities (including relevant IT systems) as is reasonably required for the Supplier to comply with its obligations under this Contract, such access to be provided during Normal Business Hours or Port Operating Hours or as otherwise agreed by the Authority or Port Operator (such agreement not to be unreasonably withheld or delayed);
 - (f) be responsible for ensuring that all parties (Supplier, Port Operator, Border Force commands at port, all Authority and other government

departments and any other Authority suppliers) are engaged in the project and understand their roles and responsibilities; and

- (g) be responsible for:
- i. providing overall project management leadership;
 - ii. overall reporting of progress against the Implementation Plan and/or Site Specific Project Plans to the Programme Board;
 - iii. the agreement and sign off of any in-bound Port Operator and/or Other Supplier dependencies on the Site Specific Implementation Plan; and
 - iv. ensuring all parties are fulfilling their duties leading up to an Implementation and through to the eGates going into live Operational Service at the relevant Port Operator Site. For the avoidance of doubt this includes the Implementation of the Authority's Model Port.
- (h) following receipt by the Authority of the Supplier's high level design documentation, work collaboratively with the Supplier over a period as agreed within the Initial Implementation Plan to finalise the Supplier's low level design in relation to the eGates and supporting hardware and other software or integration aspects the Initial Order of hardware (i.e. eGates and supporting equipment) may have a dependency on.
- (i) confirm the location of the Model Port within 30 days of the Effective Date.

3 SPECIFIC OBLIGATIONS

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

Document	Location (Paragraph)
Schedule 4, DR-9-15 Availability Management Service Requirement.	Paragraph 3
Schedule 4, DR-9-16 Capacity Management Service Requirement	Paragraph 3
Schedule 4, DR-9-17 Change Enablement Service Requirement	Paragraph 3
Schedule 4, DR-9-18 Continual Service Improvement Service Requirement	Paragraph 3

Schedule 4, DR-9-19 Incident Management Service Requirement	Paragraph 3
Schedule 4, DR-9-20 IT Service Continuity Management Service Requirements	Paragraph 3
Schedule 4, DR-9-21 Knowledge Management Service Requirement	Paragraph 3
Schedule 4, DR-9-25 Problem Management Service Requirement	Paragraph 3
Schedule 4, DR-9-26 Risk Management Service Requirements	Paragraph 3
Schedule 4, DR-9-27 SACM Service Requirement	Paragraph 3
Schedule 4, DR-9-28 Environment Release and Deployment Management Service Requirement	Paragraph 3

3.1 Communications

- 3.1.1 The Authority will be responsible for all engagement with Port Operators and Border Force commands regarding any works that are to be completed. This engagement will be site specific and handled by the Authority Project Lead. Any necessary engagement between the Supplier and the Port Operator or Local Border Force commands must be facilitated by the Authority Project Lead. This engagement may include, but not be limited to:
- (a) dates and site-specific activity plans for works to be completed;
 - (b) any necessary arrangements for onsite deliveries or logistics;
 - (c) any necessary site access or health and safety requirements as specified by the Port Operator; and/or
 - (d) arrangement of onsite user training, including room, facilities and onsite access provisions
- 3.1.2 The Authority shall assist the Supplier in establishing, developing and maintaining good relationships with the Authority and Port Operators.
- 3.1.3 The Authority shall promote the use of the Services to Port Operators.

- 3.1.4 The Authority shall encourage and endorse the training service to Port Operators.
- 3.1.5 The Authority shall ensure the timely notification to Port Operators of Changes to Services.
- 3.1.6 At the time the Supplier provides any information or makes any request which requires a response from the Authority, the Authority shall respond in accordance with the relevant timescales set out in the Contract. Where the Contract does not specify a time for a response the Authority shall use all reasonable endeavours to respond to such request within ten (10) Working Days from receiving the request, or such other timescale as is agreed from time to time by the Parties. Where the Authority considers the issue to be complex and therefore requires an extended period in which to formulate a response, the Authority shall provide within the initial ten (10) Working Day period (or such other period as is agreed between the Parties), an indication of the time period within which the Authority will provide a substantive response. The Authority shall use all reasonable endeavours to provide that response within that time period.
- 3.1.7 The Authority shall promptly report to the Supplier any faults of which the Authority becomes aware relating to the Authority System (to the extent they will impact on the Supplier's performance of its obligations under this Contract) or the Services.
- 3.1.8 The Authority shall not unreasonably withhold or delay its agreement to requests for Permitted Maintenance or Emergency Maintenance.
- 3.1.9 The Authority shall, in so far as is practicable notify the Supplier of its intent to enforce the provisions of Clause 5.13.

3.2 Access, Sites, Authority Premises and Authority Assets

- 3.2.1 The Authority will be responsible for ensuring that all necessary enabling works (e.g. decommissioning of Legacy eGates, installation of supporting cabling and equipment, ground works, power, cabling, etc.) as agreed by the Authority in the Key Information Pack have been completed in accordance with the stipulated lead time. For the avoidance of doubt, this includes any such enabling works required at the Authority's Model Port facility.
- 3.2.2 The Authority will be responsible for ensuring that all site access and permit to work requirements are identified and communicated to the Supplier prior to any work commencing at any location. The Supplier will be responsible for ensuring that all application processes are followed and completed within the site timescales to avoid any delay on the Site Specific Implementation Plan.
- 3.2.3 The Authority shall permit access to Authority sites and will co-ordinate with Port Operators access to Port Operator sites as may be reasonably necessary for the performance of the Services. The Port

Operators shall be responsible for the physical security of the Port Operator's site and shall take such reasonable steps as are agreed with the Supplier to ensure the physical safety and security of the Supplier Assets located at the Port Operator site. Notwithstanding the foregoing all Supplier Assets remain at the sole risk of the Supplier in accordance with Paragraph 3.5 of this Schedule.

3.2.4 The Authority shall, at no cost to the Supplier, ensure that the Port Operators maintain all Port Operator Sites in a fit state and in compliance with all applicable Law. The Authority shall be responsible for ensuring Port Operators provide mains electrical supply as detailed in the Key Information Pack. The Authority shall be responsible for the provision of mains supplies to the Authority Premises (including where relevant the Model Port) and electrical wiring within those Authority Premises. The Authority does not hereby undertake to upgrade any mains electrical supply or to undertake any electrical re-wiring, at the Authority's cost, save for those works specifically agreed between the Parties from time to time.

3.2.5 Where it is agreed between the Parties that the Supplier's staff shall be accommodated on Port Operator Sites, whether co-located with Port Operator Staff or in a discrete area, the Authority will ensure that the Port Operator permits the Supplier's staff based at the Port Operator's site to utilise the Port Operator's infrastructure to access the Supplier's infrastructure in accordance with the security procedures set out in this Contract for the purposes of enabling those staff to have access to the Supplier's information via a web portal.

3.2.6 The Authority shall ensure that the Port Operator shall:

- (a) on delivery, once unloaded by the Supplier, move the Supplier's eGate (and any other related items or equipment) to the onsite storage location; and
- (b) move the eGate (and any other related items or equipment) from the onsite storage location to the relevant location where the eGates are to be installed by the Supplier.

This shall extend to reasonable requests from the Supplier (e.g. using the Port Operator's available lifting equipment, for example standard pump truck) to use the Port Operator's lifting and transporting equipment.

3.2.7 The Authority shall ensure at each Port (or Model Port) the provision of a server room (to include racks, power (including a suitably rated power bar and two 32 amp commando sockets as well as a further 32 amp commando socket for Ports with 30 or more eGates as required), HVAC, physical security etc to the specifications agreed within the Key Information Pack for the Supplier to locate its servers and other relevant equipment required to operate the eGates at the Port.

- 3.2.8 The Authority shall ensure, in so far as is practicable, that its staff or Port Operator staff do not move, change, configure, add to, or modify any systems or elements of the Authority System in such a way that would have an impact on the Supplier's performance of its obligations under this Contract without adhering to the Change Control Procedure. Insofar as the Authority's staff move, change, configure, add to, or modify the Authority System without adhering to the agreed Change Control Procedure and this has a direct material adverse impact on the Supplier's ability to perform, or on the cost of performing, the Services, the Supplier will notify the Authority as soon as reasonably practicable specifying such impact. Further to such notice, the Supplier will take all reasonable measures to mitigate any impact on the Services and, where appropriate, the parties will agree any required changes in accordance with the Change Control Procedure.
- 3.2.9 The Authority shall comply with Good Industry Practice in relation to Malicious Software prevention and detection on the Authority System.
- 3.2.10 The Authority shall assist the Supplier in supporting Authority users with disabilities to enable them to benefit from the provision of Services.
- 3.2.11 The Authority shall provide and install all necessary consumable items for the Authority System, for example, paper and printer cartridges.
- 3.2.12 The Authority shall ensure that all Third-Party Software licensed in the name of the Authority is and remains properly licensed.
- 3.2.13 Not Used
- 3.2.14 Subject to Paragraph 4.9 of Annex 1 (*Security Requirements*) and Paragraph 4.5 of Annex 2 (*Security Requirements For Sub-Contractors*) of Schedule 5 (*Security Management*) the Authority shall escort the Supplier's Personnel whilst undertaking Operational Services at juxtaposed Ports.
- 3.2.15 Where practicable and acceptable to both the Authority and the Port Operator the Authority shall work collaboratively with the Supplier to perform site surveys in an efficient manner.
- 3.2.16 By exception and with prior agreement from the Authority, where Supplier Authority Premises building pass applications are delayed the Authority shall escort the Supplier's Personnel whilst attending the Authority Premises subject to:
- the Supplier demonstrating they have completed the relevant application processes within the required timeframes; and
 - the Supplier has provided at least five (5) Working Days prior notice to the date in which the Supplier is required to attend the Authority Premises.

- 3.2.17 The Authority shall provide secure storage at Ports for spare parts, limited to one monitoring screen, one keyboard and one mouse per Port.
- 3.2.18 The Authority shall ensure that, following the failure of a monitoring screen, keyboard or mouse and where an Authority user has replaced the component at a Port, an incident will be raised to ensure that the Supplier is notified and is able to replace the spare part.
- 3.2.19 Subject to prior agreement by the Authority, the Authority will sponsor the relevant Supplier Security Check applications as and when the Authority receives official requests as part of the UK National Security Vetting application process.

3.3 Authority Personnel

- 3.3.1 The Authority shall create, maintain and provide to the Supplier an authorised user register detailing those Authority Users who are permitted to request and authorise requests for Services on behalf of the Authority in accordance with procedures to be agreed with the Authority. The Authority will inform the Supplier of any changes to the list of Authority Users.
- 3.3.2 The Authority will ensure that the Supplier is provided with details of Authority Users who either join or leave the organisation, as soon as is reasonably practical, to the extent only that such notice is necessary for the Supplier to perform its obligations under this Contract.
- 3.3.3 The Authority shall be responsible for all Authority Users of the Services operating and/or receiving the Services in accordance with agreed operating procedures, guidelines, and processes, including any reasonable recommendations made by the Supplier.
- 3.3.4 The Authority shall issue a formal instruction to staff, backed by normal disciplinary procedures, prohibiting staff from loading unapproved software.
- 3.3.5 The Authority shall issue a computer usage policy to all Authority Users, backed by normal disciplinary procedures, for non-observance of the computer usage policy provisions.
- 3.3.6 The Authority shall allocate time as necessary to allow any Authority personnel operating the eGates to receive Implementation and/or refresher training on the Services as agreed between the Supplier and the Authority.
- 3.3.7 The Authority shall inform the Supplier of the authorisation that any specific user may have for using ICT capabilities in accordance with an agreed process.

- 3.3.8 The Authority shall provide details of those Authority personnel that are to have access to the management systems provided by the Supplier.
- 3.3.9 Not Used.
- 3.3.10 The Authority shall provide a contact point for the Supplier to request approval for performing maintenance or for planned unavailability during service hours.
- 3.3.11 The Authority shall provide a single point of contact for security-related issues.
- 3.3.12 The Authority shall provide contact points for out-of-hours emergency changes.
- 3.3.13 The Authority shall provide contact points for the authorisation of deployment of the IT Service Continuity Plan.

3.4 Documents and Data

- 3.4.1 The Authority shall provide the Supplier with a copy of relevant documents that are owned by the Authority, including the Business Continuity plan, the IT strategy, and Security Policy documents, and shall submit new versions of such documents from time to time.
- 3.4.2 The Authority shall promptly notify the Supplier of any changes to the Authority's policies or procedures that it reasonably believes will have an impact on the Supplier's performance of its obligations under this Contract (including the publication of newer versions of any documents in the Authority's control referenced in Schedule 34 (*Controlled Documents*)).
- 3.4.3 The Authority shall be responsible for classifying the Authority Data for security purposes.
- 3.4.4 The Authority shall provide the Supplier with all necessary instruction manuals and documentation as are reasonably required by the Supplier in relation to the use by the Supplier of the Authority Assets and the Authority Software.
- 3.4.5 The Authority shall upload approved Supplier training material onto the Authority learning and development platform.

3.5 Supplier Assets

- 3.5.1 The Authority and Port Operators shall treat Supplier Assets with all due care and in particular:
 - (a) will inform the Supplier as soon as it is reasonably practicable when it becomes aware of any loss of or damage to the Supplier Assets;

- (b) unless permitted or required by Law will not remove from any Authority Premises any item of Supplier infrastructure without the Supplier's prior written consent (not to be unreasonably withheld or delayed); and
- (c) unless permitted or required by Law will not sell, transfer, let, hire, dispose of, or part with any Asset or Software which is owned by the Supplier or licensed to the Supplier.

3.6 Authority eGates Operational and Implementation Responsibility

3.6.1 The Authority shall be responsible for performing all day-to-day operation of eGates in live service inclusive of:

- (a) power off and on/reset of eGates as necessary;
- (b) login and logout to the eGate monitoring suite;
- (c) assignment of eGates to monitoring sessions/agents;
- (d) transactional operation of eGates during service;
- (e) direct visual and CCTV oversight of eGates during live operation;
- (f) acknowledgement of and response to all exception alarms and alerts from eGates; and
- (g) onsite manual opening or other physical operation of eGates as reasonably necessary.

3.6.2 The Authority shall report all discovered faults with eGates to the Supplier and where practicable, assist with triage activities including:

- (a) timely reporting of all detected issues to the Supplier following agreed process;
- (b) facilitation as necessary of eGate repairs and agreed maintenance by the Supplier in accordance with contractual agreements through, removal of eGate(s) from service, passenger signage or other measures necessary;
- (c) first line "trriage" inclusive of:
 - i. eGate resets as necessary upon instruction from the Supplier or following pre-defined patterns in response to known events; and
 - ii. reasonable intelligent-hands support upon instruction by the Supplier such as where additional information is required to support diagnosis and remediation activities.

- (d) periodic or event-driven, retrospective review of issues in conjunction with the Supplier with the objective to reduce and ultimately eliminate non-fault incidents through user training and documentation support.

3.6.3 The Authority shall support and facilitate all required Supplier interaction with Authority Systems and platform integrations inclusive of:

- (a) provision of all API structure, documentation and other artefacts to develop and maintain inter-system integrations;
- (b) facilitation of access to Authority staff and third party resource support as required to develop and implement necessary integrations between eGate platforms and Authority Systems; and
- (c) facilitation of access to Authority staff and third party resource support as required to develop and implement all access to and integration with Authority/Customer platforms and tools including as necessary, but not limited to:
 - i. safety systems:
 - (1) fire and emergency alarm integrations;
 - ii. Identity and Access Management (IDAM) systems;
 - iii. infrastructure Services (DNS, SMTP, NTP, DHCP);
 - iv. Authority tooling inclusive of:
 - (1) Availability Monitoring;
 - (2) Protective Monitoring;
 - (3) Configuration Management Systems;
 - (4) Case Management Systems; and
 - (5) IP Address management (IPAM) Systems.

3.6.4 The Authority shall support Supplier testing and as necessary provide its own testing services and data, including but not limited to:

- (a) advanced sharing of all testing scenarios to which the eGate platform and its integration to Authority systems shall be subjected to;
- (b) advance notice of any testing activities that the Authority wishes to undertake against eGates under the support of the Supplier;

- (c) sharing with the Supplier where practicable, all results of any such testing; and
 - (d) availability of Authority Staff support and, all necessary information or documentation to facilitate testing that the Supplier must undertake to implement and maintain the eGate estate.
- 3.6.5 The Authority's Quality Assurance Testing (QAT) team shall complete any Authority led testing of the eGates in line with the relevant Authority Test Plan and update the Test Defect Management Log daily for review and discussion at the Defect Review Board (DRB) meetings.
- 3.6.6 The Authority will work closely with the Supplier to ensure all aspects of Service Management are delivered in line with contractual obligations and will participate in meetings and activities to resolve any issues or KPI breaches in the shortest possible time including:
 - (a) receipt and review of periodic (monthly) Supplier issued MI reporting of Service availability and performance (KPIs);
 - (b) collaborative review of such materials as necessary in partnership with the Supplier;
 - (c) review with Supplier of consistent/repeat incidents;
 - (d) providing access to Authority platforms and tooling as necessary to support any MI data capture or data ingest.
- 3.6.7 The Authority shall chair and facilitate the weekly Checkpoint Call meetings as referred to in requirement IS-PROJ-3.6.20 within Schedule 2 (*Services Description*).
- 3.6.8 The Authority shall procure that onsite storage of eGates relating to the relevant Phase of eGates being implemented is made available to the Supplier up to one (1) week prior to the commencement of the Supplier's onsite Implementation activity.
- 3.6.9 The Authority shall procure that the Port Operator provides hoarding in accordance with the requirement set out in the Supplier's Key Information Pack or as further agreed between the Parties and updated at the Initial Site Survey.
- 3.6.10 The Authority shall procure that waste packaging directly relating to the onsite installation of the eGates shall be removed from site and disposed of on the Supplier's behalf by the Port Operator.
- 3.6.11 The Authority will provide the Supplier with the capability to access the Authority's service management toolsets, eGates technical

systems and solution network and infrastructure as reasonably required and within a reasonable time period to enable the Supplier to provide service management and technical systems support and monitoring of the eGate solution and its dependent systems. For the avoidance of doubt the Authority will provide the Supplier, at no cost to the Supplier the relevant number of ServiceNow licenses (as agreed with Authority) to deliver the Services.

- 3.6.12 The Authority will provide the Supplier with purchase order coverage on an annual basis to support any potential minor changes in the day to day Operational Services. Those changes are to be agreed by the Authority at the Commercial Contract and Performance Board and/or Monthly Service Review and are to be calculated and charged in accordance with the principles and Day Rates set out in Schedule 15 (*Charges and Invoicing*).
- 3.6.13 The Authority shall agree with the Supplier the satisfaction survey questions post-contract award and prior to the ATP Milestone associated with the Model Port.
- 3.6.14 The Authority shall agree with the Supplier post contract award and prior to the ATP Milestone associated with the Model Port a stop the clock process relating to where insufficient information is provided by the Authority within the ServiceNow incident tickets.
- 3.6.15 Not Used
- 3.6.16 Following request by the Supplier and in accordance with Schedule 14 (*Testing Procedures*), the Authority shall provide a reasonable number of appropriate Supplier Personnel with the appropriate access to the Authority provided Defect Management Tool.
- 3.6.17 The Authority shall provide network connectivity via Border Crossing (BX)-LAN and Home Office (HO)-WAN infrastructures within Ports to appropriate Authority System and services in accordance with the Supplier provisions detailed within section 5.1 Modularity, Configurability & Integration, Schedule 8 (*Supplier Solution*). Dual boundary network interfaces will be presented within the designated server room eGate rack for use by the Supplier eGate solution.
- 3.6.18 The Authority shall provide access to a ServiceNow Databuild (pre-production) environment in accordance with the date set out in the Implementation Plan to support training and Service Management Readiness Testing (SMRT).
- 3.6.19 The Authority shall ensure Border Force Officers are present and monitoring the relevant eGates when in live service.
- 3.6.20 The Authority shall be responsible for providing the Access Control framework to prevent unauthorised access to the eGate Monitoring Station and associated monitoring software subject to the Supplier's

obligations under requirement GM-G-1.19.22 within Schedule 2
(Service Description)

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SCHEDULE 7 (AUTHORITY RESPONSIBILITIES)

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- 3.6.26 The Authority shall be responsible for providing space in the Watch House or at the Monitoring Officer location at each Port for the Supplier to mount it's wall-mounted power consumer units.