

# **ESMCP TERMS AND CONDITIONS – USER SERVICES**

## **SCHEDULE 7**

### **AUTHORITY RESPONSIBILITIES**

#### **CHANGE HISTORY**

<b>Version</b>	<b>Date</b>	<b>Description</b>	<b>Document Number</b>
1.0	2022.08.01	Base Version – MSC 2.0 unamended	72927922.1
1.2	2023.07.27	Issued for release to bidders with ITPD	
1.3	2023.10.25	Issued for release to bidders prior to detailed dialogue	
2.0	2024.03.14	Issued for release to bidders at ISFT publication	
3.0	2024.09.30	Issued for release to the Preferred Bidder prior to contract conformance	
4.0	2024.12.13	Issued for release to the Preferred Bidder prior to contract conformance	
4.1	2024.12.13	Issued for release to the Preferred Bidder prior to contract conformance	

**SCHEDULE 7 (AUTHORITY RESPONSIBILITIES) ESMCP User Services  
Version 4.0**

## 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, unless those obligations are explicitly set out in this Contract other than in Schedule 2 (*Services Description*) or Schedule 8 (*Supplier Solution*). Where Schedule 2 (*Services Description*) or Schedule 8 (*Supplier Solution*) refer to but do not vary an obligation of the Authority specified in another part of the Contract the Supplier is not required to cross-refer to that obligation in the table in Paragraph 3 and the Authority shall be obliged to perform that obligation notwithstanding that it is not cross-referred 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 and Schedules of this Contract (except Schedule 2 (*Services Description*) and Schedule 8 (*Supplier Solution*);
  - (b) [REDACTED]
  - (c) 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;
  - (d) provide sufficient and suitably qualified staff to fulfil the Authority’s roles and duties under this Contract as defined in or otherwise required by the Implementation Plan;
  - (e) 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

**SCHEDULE 7 (AUTHORITY RESPONSIBILITIES) ESMCP User Services**  
**Version 4.0**

Contract provided that such documentation, data and/or information is available to the Authority and is authorised for release by the Authority;

- (f) procure for the Supplier such agreed access and use of the Authority Premises (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 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);

- (g) [REDACTED]

- (h) [REDACTED]

- (i) [REDACTED]

- (j) [REDACTED]

- (k) [REDACTED]

- (l) [REDACTED]

- (m) [REDACTED]

[REDACTED]

### **3 SPECIFIC OBLIGATIONS**

3.1 [REDACTED]

[REDACTED]