

The pricing tables within this schedule have been redacted from this transparency notice due to the Schedule containing Commercially Sensitive Information.

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3.0 Contract Price

- 3.1 The Contract Price takes into account the Milestone Payment Plan in this Schedule, the Contractor's Obligations at Schedule A, Data and Physical Equipment Deliverables at Schedules B1 and B2 respectively, the Monthly Management and Technical Fee (Section 2.0 of this Schedule) and any other obligations of the Contractor required to deliver the FTUAS Solution.

Certification of Milestones In Accordance with Section 1.0 of this Schedule.

- 3.2 The Contractor shall give not less than ten (10) Working Days' written notice (the "**Milestone Completion Notice**") to the Authority's Representative of the date when it considers that it has carried out and completed the relevant Milestone Deliverables and that it has achieved the relevant Milestone Acceptance Criteria for a Milestone Task. The Milestone Completion Notice shall include all relevant documentary evidence to demonstrate that the System Integrator has carried out and completed the relevant Milestone Deliverables.

- 3.3 Within twenty (20) Working Days of receipt of the Milestone Completion Notice and its supporting documentary evidence, or such longer period as may be notified by the Authority (acting reasonably), the Authority's Representative shall review the supporting documentary evidence and shall carry out any inspections and testing necessary to confirm that the System Integrator has completed the relevant Milestone Task Deliverables and that it has achieved the relevant Milestone Acceptance Criteria for a Milestone Task. As soon as practicable, and in any event, within ten (10) Working Days of any such review and inspection, the Authority's Representative shall either:

- 3.3.1 certify that the Contractor has completed the relevant Milestone Deliverables and has achieved the relevant Milestone Acceptance Criteria; or advise what further:

3.3.1.1 documentary evidence is required;

3.3.1.2 works need to be carried out; and/or

3.3.1.3 what further steps need to be taken,

3.3.1.4 before the Authority's Representative can certify that the Contractor has completed the relevant Milestone Deliverables and has achieved the relevant Milestone Acceptance Criteria,

3.3.1.5 in accordance with the Contract, the relevant Approved Task Order and/or the relevant Milestone Payment Plan (as the case may be).

- 3.4 If the Milestone Task is not certified as completed, the procedure set out in paragraphs 3.2 and 3.3 of this Schedule C shall be repeated as often as is necessary (but with the notice period being reduced from 10 to 5 Working Days (or such longer period as the Authority may agree) until the relevant Milestone Task is certified as completed. A Milestone Task shall be deemed to have been completed when it has been certified as completed by the Authority's Representative and the Authority's Representative issues a Milestone Achievement Certificate.

- 3.5 Unless otherwise Approved by the Authority, no Milestone Task shall be certified as complete by the Authority's Representative until all preceding Milestones Tasks listed in the Milestone

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Payment Plan (if any) have been certified as complete and the Authority's Representative has issued a Milestone Achievement Certificate for such Milestone Tasks.

Application for Payment

3.6 The Contractor shall be entitled to apply for the relevant Milestone Task Price:

3.6.1 subject to paragraph 3.3.1 of this Schedule C, upon the issue of a Milestone Achievement Certificate in respect of such Milestone Task;

3.6.2 where the issue of the relevant Milestone Achievement Certificate occurs prior to the relevant Milestone Task Target, upon the relevant Milestone Task Target Date or such other earlier date as the Authority may agree (in its sole discretion).

3.7 An application relating to a Milestone Task Price shall be supported by:

3.7.1 a statement by the Contractor of the amount considered to be due and the basis upon which it is calculated including:

3.7.1.1 a description of the Services and the Milestone Deliverables provided in achieving each Milestone;

3.7.1.2 the dates on which such Services and Milestone Deliverables were provided;

3.7.1.3 the relevant Milestone ID Target Date; and

3.7.1.4 any other information required by the Authority; and

3.7.1.5 the Milestone Achievement Certificate in respect of the Milestone.

3.8 The Authority shall, subject to Clause 18 (*Disputed Amounts*), pay the amount set out in its assessment in accordance with Part 4 (*Price/Costs/Payment*) of the Contract.

Payment of the Project Management and Technical Support Fee

3.9 The Authority shall make payment of the Project Management and Technical Support Fee in accordance with the provisions of Part 4 (*Price/Costs/Payment*) of the Contract, provided always that any loading by the Authority of any amount onto CP&F shall not be construed as an acceptance by the Authority that any such sum is due and payable to the Contractor pursuant to the Contract or otherwise.

3.10 The provisions of this **Error! Reference source not found.** C shall apply to determine the Project Management and Technical Support Fee for the relevant Contract Month.

Continued Payment Obligations

3.11 Subject to any earlier termination of this Contract, the obligations for the Authority and/or the Contractor to make payments in respect of Approved TAFs shall be continuing obligations notwithstanding the expiry of this Contract.

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