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Schedule 3 – ESMCP Mobile Services Agreement

Authority Responsibilities

Version 1.0

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This document is based on Schedule 3 of v1.0 and 7 of v2.0 of the Crown Commercial Services Model Services Agreement and has been adapted for use by the Emergency Services Mobile Communications Programme

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CHANGE HISTORY

Version No.	Effective Date of agreement / CAN	Version / Details of Changes included in Update	Author(s)
1.0	01/12/2024	Execution version	ESMCP

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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 4.1 (Supplier Solution) shall be obligations of the Authority but not Authority Responsibilities unless they are included in Table 3.1 of this Schedule 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 (except that obligations in Schedule 4.1 (Supplier Solution) shall not be Authority Responsibilities unless, for the purposes of Schedule 4.1, the relevant obligations are included in Table 3.1 of this Schedule 3);
 - (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 the Emergency Services Network on behalf of the Home Office Crime Police and Fire Group, Department of Health and Social Care, 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; and
- (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;

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- (xxii) major incident escalation;
- (xxiii) knowledge transfer;
- (xxiv) service level assurance;
- (xxv) test acceptance and assurance;
- (xxvi) operating level management; and
- (xxvii) operational change management.

2.2 For the avoidance of doubt, the functions listed in Paragraph 2.1(i) describe the Authority's own organisational functions. Nothing in Paragraph 2.1(i) shall relieve the Supplier of any responsibility to provide these functions within its own organisation. Provided that if the Supplier has complied with its own responsibilities to provide the relevant functions within its own organisation, it will be entitled to relief under Clause 30 (Authority Cause) and Paragraph 4 of Schedule 7.1 Part 2 if the Authority does not meet its obligations set out in Paragraph 2.1(i).

3 **Specific Obligations**

3.1 The Authority shall, in relation to this Agreement perform the additional Authority's responsibilities set out below:

Table 3.1

Reference	Document	Location
3.1.1	General — the Agreement	<p>Paragraph: All relevant provisions</p> <p>The Authority shall be responsible for systems design assurance and will (either itself or using third parties) procure the delivery of the systems integration services and as such shall ensure that:</p> <p>(a) the End to End Services, as described in:</p> <ul style="list-style-type: none">(i) the ESN Supplier solutions within each ESN Supplier's ESN Services Agreement and(ii) the case of the ES Supplier, the Delivery Partner and Locally Contracted Suppliers, the relevant agreements between the Authority and such parties (for the purposes of this 3.1.1 such agreements to be referred to as the "Related Contracts"), <p>together comprise a solution that is compatible with the Authority requirements (including Schedule 6.2) as set out in</p>

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Reference	Document	Location
		<p>each ESN Services Agreement and the Related Contracts; and</p> <p>(b) the scope and responsibilities of the ESN Suppliers, the Delivery Partner and Locally Contracted Suppliers (including for the avoidance of doubt end to end system performance in the case of the US Supplier) are clearly articulated in, consistent across and compatible with the Authority requirements for the ESN Services as set out in each ESN Services Agreement or, in the case of the ES Supplier, Delivery Partner and Locally Contracted Suppliers, their Related Contracts.</p> <p>In the event that there is a failure in the above responsibilities, then in addition to the Supplier's right to claim Authority Cause, the Authority shall attempt to effect a remedy to that failure by requesting a Change. The Parties acknowledge that, although any such Change [REDACTED] where such a Change entails an increase in the Supplier's Allowable Costs (as defined within the definition of 'Allowable Costs for calculation of Supplier Cash Margin') then agreeing the Change may lead to an increase in the Charges. The Supplier will participate fully in this Change process in good faith and will support the Authority in its attempts to resolve and conclude the process (including where the Authority considers agreeing a Bespoke Contract Change with any relevant Other ESN Suppliers (or the Supplier)). The Supplier will act reasonably and mitigate the impact of the Authority's failure (or potential failure) as far as reasonably practicable.</p>
3.1.2	General — the Agreement	<p>Paragraph: All relevant provisions</p> <p>Obligation: The Authority shall:</p> <p>(a) use reasonable endeavours to ensure that any information it provides to the Supplier is complete and accurate in all material respects;</p> <p>(b) co-operate with the Supplier in all reasonable respects in all matters relating to the Services;</p> <p>(c) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services;</p> <p>(d) keep and maintain all materials, equipment, documents and other property of the Supplier at the Authority's premises in safe custody.</p>

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Reference	Document	Location
3.1.3	General — compliance with licences	<p>Paragraph: All relevant provisions</p> <p>Obligation: The Authority and User Organisations shall cooperate with the Supplier and provide the Supplier with such assistances as the Supplier may reasonably require, including participation in discussions with Ofcom as required, to ensure that Coverage required under the Agreement can be provided by the Supplier in a way that is compliant with the Supplier's licences.</p>
3.1.4	General — MS 'system'	<p>Paragraph: All relevant provisions</p> <p>Obligation: Authority shall procure that all Other ESN Suppliers comply with the approved ICD (Interface Control Documentation) and comply with all reasonable instructions from the MS Supplier when integrating with the MS Supplier System including using 3GPP standardised protocols where relevant.</p>
3.1.5	General — obligation to act reasonably in resolution of disputes	<p>Paragraph: All relevant provisions</p> <p>Obligation: The Authority acknowledges that performance of the Supplier's obligations under the Agreement will require timely, active and positive co-operation between the Supplier, the Authority and Other ESN Suppliers to resolve issues not foreseen and to allow the Supplier to meet its obligations in this Agreement. The Authority shall co-operate in good faith with the Supplier and use its reasonable endeavours to resolve such issues promptly and fairly using the various provisions set out in this Agreement.</p>
3.1.6	General — Timeliness of delivery	<p>Paragraph: All relevant provisions</p> <p>Obligation: The Authority shall procure the timely delivery of services by the Other ESN Suppliers (including the Delivery Partner) as necessary for the Supplier to meet its obligations and to exercise its rights under the Agreement or as otherwise agreed in writing with the Supplier and/or the Authority. The Authority shall procure that the Other ESN Suppliers (including the Delivery Partner) shall manage their deliverables in an organised, logical manner as agreed between the Parties in writing during Mobilisation and Transition.</p>
3.1.7	Schedule 2.2 — obligation not to act in a way that causes the Supplier to fail to meet KPIs	<p>Paragraph: All relevant provisions</p> <p>Obligation: The Authority shall not perform its obligations under this Agreement in any way that may result in the Supplier being unable to meet its performance obligations (including the KPIs) set out in Schedule 2.2, under this Agreement.</p>
3.1.8	Not used	

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Reference	Document	Location
3.1.9	General - Suspension	<p>Paragraph: All relevant provisions</p> <p>Obligation: The Authority and each User Organisation shall, upon request by MS Supplier in writing, whether directly or indirectly through the US Supplier, immediately review and take appropriate action, such as suspension in the following circumstances:</p> <ul style="list-style-type: none"> • Data abuse: If the MS Supplier detects a denial of service or other form of data abuse from an authorised user of the Services; and • Network Fraud: If the MS Supplier suspects that an authorised user of the Services commits fraud or knowingly tries to damage the MS Network.
3.1.10	[REDACTED]	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
3.1.11	General - Regulations	<p>Paragraph: All relevant provisions</p> <p>Obligation: The Authority shall comply with Law in performance of its obligations and exercise of its rights under or in connection with this Agreement and shall not require the Supplier to do or refrain from doing any act under the Agreement which may cause the Supplier to breach any Law.</p>
3.1.12	Not used	
3.1.13	Not used	

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Reference	Document	Location
3.1.14	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
3.1.15	General -- US MCX	Paragraph All relevant provisions Obligation: The Authority undertakes to secure access to the User Services MCX product team for the Supplier to interface with to enable timely integration with the US Supplier MCX product.
3.1.16	Approvals Schedule 2.1	Paragraph: All relevant paragraphs Obligation: The Authority has various obligations to provide approval. Approvals shall be given in writing and shall not be unreasonably withheld or delayed.
3.1.17	Not used	
3.1.18	Not used	
3.1.19	Schedule 4.1 & 6.2	Paragraph: Schedule 4.1, Paragraphs, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 4.2, 5.2, 5.3, 5.7, 6.1, 6.7, 7, 8, 12, 13.1.4, 14.3_ Schedule 6.3, Paragraphs 7.6, 7.7, 8, and Annex A_ Schedule 6.2, Paragraph 13.5, Annex 2 Paragraph 1.4, 1.5, 2.3, 4.2, 4.5_ Obligation: The Authority shall make available to the Supplier: (a) handheld, fixed vehicle, aircraft and relevant accessories required to enable the Supplier to carry out their obligations under this Agreement; and (b) PTT enabled devices, sims and technical support. as reasonably agreed from time to time by the Parties in writing.

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Reference	Document	Location
3.1.20	Not used	
3.1.21	Schedule 2,1 and Schedule 4.1	<p>Paragraph: All relevant paragraphs including without limitation Paragraph 6.11 of Schedule 2.1.</p> <p>Obligation: If the Authority needs to accept an aspect of the Supplier Solution, it shall provide relevant and suitably qualified personnel to perform the User Acceptance Testing and Operational Acceptance Testing; and</p> <p>Obligation: If the ESN Services provided by any Other ESN Supplier requires integration with the Supplier System, the Authority shall procure that the Other ESN Supplier(s) are able to support Integration testing, User Acceptance Testing and Operational Acceptance Testing of the End to End Services in conjunction with the MS Supplier.</p>
3.1.22	Schedule 2.1 and Schedule 4.1	<p>Paragraph: All relevant paragraphs</p> <p>Obligation: If a change by any Other ESN Supplier affects the MS Supplier's delivery of the Supplier Solution (in the MS Supplier's reasonable opinion), the Authority shall act reasonably in considering any Change Request submitted by the MS Supplier in relation to the change, in accordance with Schedule 8.2 (Change Control Procedure).</p>
3.1.23	Schedule 2.1	<p>Paragraph: 14 (Coverage in the London Underground)</p> <p>Obligation: [REDACTED]</p>
3.1.24	Schedule 2.1	<p>Paragraph: 3.1.5</p> <p>Obligation: The Authority shall provide to the MS Supplier a list of User Organisation and Other ESN Suppliers (other than the MS Supplier) building projects that require coverage for the sole use of User Organisations (for example new control rooms for the Emergency Services) built and becoming operational after the Effective Date together with a 12 month forecast of such buildings requiring coverage calculated on an annual basis.</p>
3.1.25	Schedule 2.1	<p>Paragraph: 3.4 (Handheld Coverage)</p> <p>Obligation: The Authority shall provide an escalation point for issues that may arise between the MS Supplier, Other ESN Suppliers, User Organisations and any public landlord owner of</p>

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		a building or location where coverage is a requirement as specified in Annex E of Schedule 2.1 or for any MS Supplier Special Coverage Locations, Critical Operational Locations, Coverage Enhancement Locations or any other such locations in which the Authority requests the Supplier to deliver Coverage.
3.1.26	<div></div>	<div></div> <div></div>

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Reference	Document	Location
3.1.27	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
3.1.28	Schedule 2.1 and Schedule 4.1	<p>Paragraph: Section 4 of Schedule 2.1 and Schedule 4.1 and Section 13 of Schedule 2.1 and Schedule 4.1</p> <p>Obligation: If the Supplier has an obligation to comply with third party sites designs relating to ESN requirements under Schedule 2.1, the Authority shall procure that the Supplier or its network partner is able to contribute to and feedback on such designs during the site design drafting process (including where the Supplier is locating equipment on Authority Premises) before they become binding upon the Supplier.</p>
3.1.29	Schedule 2.1	<p>Paragraph: 4.1-4.3 (Extended Coverage)</p> <p>Obligation: In accordance with Clause 5.6 (F), the Authority shall ensure that the MS Supplier has access to the Multi-Party Dispute Resolution Procedure (set out Schedule 8.3) in respect of disputes arising between the MS Supplier and any Other ESN Supplier regarding any of the components needed by the MS Supplier or the Other ESN Supplier to provide their respective aspects of the ESN Services. The Authority shall procure that the relevant Other ESN Supplier is obliged to follow a dispute</p>

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		<p>resolution procedure to resolve any dispute arising between the MS Supplier and the Other ESN Supplier on terms substantially similar to those set out in Schedule 8.3.</p> <p>Obligation: The Authority shall ensure and procure that the MS Supplier is granted all necessary rights to do the following [REDACTED] and within the timeframe appropriate for the Supplier to meet its obligations to the Authority (such timeframes as provided to the Authority with reasonable notice) under the Agreement:</p> <ul style="list-style-type: none"> a) occupy Radio Sites and install, alter, upgrade, repair, maintain, reposition, relocate, remove, inspect and operate the: <ul style="list-style-type: none"> i. DC Power and Prime Power; ii. EAS Transmission; iii. EAS Transmission Equipment; iv. MS Supplier Radio Equipment; and v. Power Resilient Solutions; b) access and occupy the Radio Sites where instructed by the Authority to maintain the grounds, fencing, signage, towers, lightning protection and equipment enclosures (EAS Facilities Management) <p>Obligation: The Authority shall provide a power supply at each Radio Site (except where prime power is supplied by the MS Supplier at the completed Sites).</p> <p>Obligation: The Authority shall procure and make available all necessary contracts to the MS Supplier, and in which case the Supplier shall:</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>Obligation: Except to the extent as otherwise set out in Paragraph 3.1.12 (a) of Schedule 2.1, the Authority shall:</p> <ul style="list-style-type: none"> a) if all or part of a Radio Site or access thereto is damaged or destroyed such that it cannot be used or

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		<p>accessed sufficiently to provide the Services without repair, [REDACTED] promptly rebuild or reinstate the same to the same or a reasonably equivalent state before such damage or destruction;</p> <p>b) other than in respect of the DC power and prime power on any Radio Site, in the event of a power failure, use all reasonable endeavours to remedy the failure as soon as practicable [REDACTED];</p> <p>c) procure and maintain adequate insurance cover against damage or destruction of Radio Sites and/or the power supply and/or access to the same for the usual risks for the full reinstatement value and against third party public and products liability insurance and all necessary insurance as may be required by Law in connection with the performance of the Authority's obligations under this Agreement;</p> <p>d) not interfere or tamper with the MS Supplier Radio Equipment or access it and shall take all reasonable precautions to ensure that no other person shall interfere or tamper with it or access it, in each case without the MS Supplier's prior written consent;</p> <p>e) not grant rights to third parties to install and/or operate equipment or infrastructure which causes (or which might cause) interference with the Services and/or the operation and/or use of the MS Supplier Radio Equipment or any transmission solution provided by the Supplier and if the Supplier experiences Service interference which it reasonably believes is a result of the third party installation and/or operation of equipment or infrastructure in breach of this clause, the Authority shall take immediate steps to remove the interference [REDACTED]</p> <p>f) obtain necessary planning and other statutory consents in respect of the building and operation of Radio Sites (except where it has instructed the MS Supplier to procure these) in compliance with Law and will maintain and comply with all such consents, licenses or permissions.</p>

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Reference	Document	Location
3.1.30	Schedule 2.1	<p>Paragraph: 3.1, 3.2, 3.3, 3.4, 3.5, 3.10, 3.11, 4.3, 5.3, 5.5, 5.6, 6.3, 6.4, 6.7, 6.9, 6.11, 8.2, 8.3, 8.6, 8.7, 8.8, 8.9, 8.10, 8.11, 9.5, 11.1, 11.2, 12.6, 12.7, 14.</p> <p>Obligation: The Authority shall support and provide all necessary cooperation and assistance to the MS Supplier to facilitate agreement with the Authority and/or Other ESN Suppliers to ensure that the actions or inactions of the Authority or Other ESN Suppliers do not materially adversely affect the MS Supplier's ability to deliver the Services for ESN.</p>
3.1.31	Schedule 2.1	<p>Paragraph: 5.1</p> <p>Obligation: The Authority shall provide User Devices, that work within 3GPP standardisation to allow for the appropriate ESN Services to function.</p> <p>Obligation: The Authority shall be responsible for updating handset settings to work with the Supplier System. For the avoidance of doubt the Authority will not require the Supplier to assist the Authority or provide handset settings updates. The Authority shall consult with and take into account the views of the Supplier with regards to SIM settings and SIM testing which the MS Supplier deems necessary in order to provide the Services.</p> <p>Obligation: The Authority shall be responsible for the use of any specific band selected for the Direct Device to Device Communication and for any requirement of coordination with User Organisations or Other ESN Suppliers. The Authority shall provide reasonable assistance to the MS Supplier in proceedings with Ofcom for any necessary changes to spectrum licences or Interface Regulations.</p>
3.1.32	Schedule 2.1	<p>Paragraph: 5.3 (linked also to 6.4.7 to 6.4.9).</p> <p>Obligation: The Authority shall procure that the US Supplier adheres to the policies and parameters defined in the Policy Control Interface [REDACTED]</p>
3.1.33	Schedule 2.1	<p>Paragraph: 5.6 (Numbering Support)</p> <p>Obligation: The Authority shall comply with Ofcom guidance to recycle MSISDN.</p>
3.1.34	Not used	
3.1.35	Schedule 2.1	Paragraph: 6.7.1

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Reference	Document	Location
		Obligation: The Authority shall make available suitably qualified representatives to contribute to and participate in the Design Governance Process.

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Reference	Document	Location
3.1.36	Schedule 2.1	<p>Paragraph: 6.10 (Type Approval Services)</p> <p>Obligation: In accordance with Clause 5.6 (F), the Authority shall ensure that the MS Supplier has access to the Multi-Party Dispute Resolution Procedure (set out in Schedule 8.3) in respect of disputes arising between the MS Supplier and any Other ESN Supplier regarding each of their respective obligations to the Authority to deliver aspects of the ESN Services including without limitation regarding the compatibility of proposed User Devices with the MS Supplier network. The Authority shall procure that the relevant Other ESN Supplier is obliged to follow a dispute resolution procedure to resolve any dispute arising between the MS Supplier and the Other ESN Supplier on terms substantially similar to those set out in Schedule 8.3. The Authority shall procure that the manufacturer of the proposed User Device or other relevant third party provides sufficient information about the proposed User device to the MS Supplier and the US Supplier to enable any dispute regarding compatibility of the proposed User Device with the MS Supplier network to be resolved promptly. If the MS Supplier requires changes to the proposed User Device to ensure its compatibility with the MS Supplier network, the Authority shall procure that the proposed User Device manufacturer makes such changes as are reasonably requested by the MS Supplier.</p> <p>Obligation: The Authority shall procure that complete records of information exchanged between the MS Supplier and the US Supplier and the US Supplier and the proposed User Device manufacturers or other relevant third parties is stored by the Authority or by the US Supplier in a secure environment including without limitation correspondence regarding the UDTAS. The Authority shall provide to, or procure for the MS Supplier, the records including without limitation any historical records of User Device type approvals on written request by the MS Supplier.</p> <p>Obligation: Following confirmation from the MS Supplier that the proposed User device testing is complete, the Authority shall provide written sign off of the approved User Device type in a timely manner which shall then be definitive approval of the User Device for all Other ESN Suppliers and the Supplier.</p> <p>Obligation: The Authority shall act reasonably with respect to the volume of requests to test new devices and the timeframe imposed on the Supplier to complete those tests.</p>
3.1.37	Schedule 2.1	Paragraph: 6.11 (ESN Reference System)

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		Obligation: The Authority shall act reasonably and comply with the Supplier's reasonable access and security requirements for access to the ESN Reference System
3.1.38	Schedule 2.1	<p>Paragraph: 7.2 (Capacity)</p> <p>Obligation: The Authority shall work closely with the MS Supplier's forecast, capacity and planning team in good faith to ensure that enough time is given to the MS Supplier to react and deliver the solutions required.</p>
3.1.39	Schedule 2.1	<p>Paragraph: 7.3 (permanent Capacity enhancement)</p> <p>Obligation: The Authority shall issue on regular basis to be agreed by the Parties in writing where and when additional volume of Users, User Devices and User Organisation Traffic will drive installation of permanent Capacity enhancements.</p> <p>Obligation: If a planned move of User Organisation premises is foreseen by the Authority as potentially driving a requirement for a new permanent Capacity enhancement, the Authority shall inform the MS Supplier in writing as soon as possible.</p>
3.1.40	Schedule 2.1	<p>Paragraph: 7.3.1</p> <p>Obligation: The Authority shall ensure that the instructions for capacity enhancements from User Organisations or the Authority are made in accordance with the requirements set out in Schedule 2.2 (Performance Levels).</p>
3.1.41	Schedule 2.1	<p>Paragraph: 7.4 (additional non-permanent Capacity)</p> <p>Obligation: The Authority shall provide forecasts on regular basis of where and when additional volume of Users, User Devices and User Organisation Traffic will drive installation of non-permanent Capacity enhancements.</p>
3.1.42	Not used	
3.1.43	Schedule 2.1	<p>Paragraph: 8.1 (Service Management)</p> <p>Obligation: The Authority shall procure that Other ESN Suppliers shall adopt and use compatible ITIL (Information Technology Infrastructure Library) standards to the MS Supplier.</p>
3.1.44	Schedule 2.1	<p>Paragraph: 8.2 (Service Desk)</p> <p>Obligation: The Authority shall monitor the nature of Service Incidents allocated by US Supplier to ensure compliance to ITIL standards. The Authority shall (and shall procure that the US</p>

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		Supplier shall) act reasonably in allocating Service Incident severity levels and shall take into account any feedback of the Supplier in good faith if the Supplier notifies the Authority that, in the Supplier's reasonable opinion, a Service Incident severity level has been incorrectly assessed.
3.1.45	Schedule 2.1	<p>Paragraph: 8.3.4(c)</p> <p>Obligation: The Authority shall provide reasonable guidance and documentation to the MS Supplier to assist the MS Supplier to achieve alignment with the Authority systems and processes to enable the MS Supplier to meet its obligation set out in this Paragraph.</p>
3.1.46	Schedule 2.1	<p>Paragraph: 8.3.5</p> <p>Obligation: The Authority shall provide input to training.</p>
3.1.47	Schedule 2.1	<p>Paragraph: 8.3.22</p> <p>Obligation: The Authority shall nominate attendees from User Organisations and Other ESN Suppliers for ad hoc service review meetings.</p>
3.1.48	Schedule 2.1	<p>Paragraph: 8.6.10</p> <p>Obligation: The Authority shall support the MS Supplier and shall procure for the MS Supplier the support of Other ESN Suppliers to diagnose and resolve Major Service Incidents.</p>
3.1.49	Schedule 2.1	<p>Paragraph: 8.7.4</p> <p>Obligation: The Authority shall agree the additional triggers for the Problem Management process (such agreement not to be unreasonably withheld or delayed), ensuring that they do not circumvent other Service Management processes.</p>
3.1.50	Schedule 2.1	<p>Paragraph: 8.7.5</p> <p>Obligation: The Authority shall support the MS Supplier (and shall procure the support of Other ESN Suppliers) in integrating the MS Supplier's problem management systems and processes with those of the Authority and Other ESN Suppliers.</p>
3.1.51	Schedule 2.1	<p>Paragraph: 8.9.4</p> <p>Obligation: The Authority shall provide guidance and documentation (and shall procure the same from the Other ESN Suppliers) to assist the MS Supplier in achieving alignment with the Authority and Other ESN Supplier systems and processes.</p>

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Reference	Document	Location
3.1.52	Schedule 2.1	<p>Paragraph: 8.10.9</p> <p>Obligation: The Authority will minimise the scope and duration of any moratorium on Operational Changes. The Authority's shall not impose a moratorium on Operational Changes unless it reasonably considers the moratorium is the best way to ensure the most effective delivery of Services by the MS Supplier as defined in Schedule 2.1, thereby minimising the effect on the MS Supplier from poor performance of Other ESN Suppliers.</p>
3.1.53	Schedule 2.1	<p>Paragraph: 8.12.2</p> <p>Obligation: The Authority will define what knowledge, information and data relating to the Services is relevant for the Authority.</p>
3.1.54	Schedule 2.1	<p>Paragraph: 9.4-9.5 and information relating to Aircraft Coverage (presentation of Coverage)</p> <p>Obligation: The Authority shall receive the MS Supplier confidential data including without limitation detailed coverage predictions which are not in the public domain, reporting information and other confidential and commercially sensitive information which the Authority agrees not to use outside the scope of ESN. The Authority shall ensure that the Coverage prediction datasets are provided to User Organisations on a basis appropriate to that User Organisation and that the information is shared only with suppliers in relation to ESN Services, to minimise leakage of the information into the public domain.</p> <p>Obligation: Security breach information will be exchanged using as guideline the Ofcom guidance on security requirements in sections 105A to D of the Communications Act 2003. Authority shall be responsible for keeping the information securely.</p>
3.1.55	Schedule 2.1	<p>Paragraph: 10.1.1</p> <p>Obligation: The Authority shall provide to or procure for the MS Supplier access to the Electronic Document Management System (EDMS) [REDACTED]</p>
3.1.56	Schedule 2.1	<p>Paragraph: Section 11.1 (Billing Services), Paragraph 9.1,9.3</p> <p>Obligation: The Authority shall procure that the US Supplier shall connect to the Supplier System and collect CDRs, event records and any other data in the format provided according to the ICD and any other instructions provided by the MS Supplier in writing.</p>

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Reference	Document	Location
		Obligation: The Authority shall procure that where new or changed tariffs are agreed with the Authority then the Authority shall procure that the Other ESN Suppliers implement the necessary changes according to Change Control. Note this is for system changes only and does not affect any agreements with respect to the Charges.
3.1.57	Schedule 2.1	Paragraph: 12.1 (Provision of Enhanced Coverage) Obligation: The Authority shall ensure that adequate forecasts for Planned Events are maintained and provided to the MS Supplier in a timely manner.
3.1.58	Schedule 2.1	Paragraph: 12.6 (Gateway Devices) Obligation: The Authority shall promptly provide the Supplier with its high level requirements and some use cases around Gateway Devices so as to permit the Supplier to comply with its obligations as set out in Paragraph 12.6 of Schedule 2.1.
3.1.59	Schedule 2.1	Paragraph: 4.3 Obligation: The Authority shall work with the Supplier towards optimising the end-to-end A2G solution and integration with any Other ESN Supplier.
3.1.60	Schedule 2.1	Paragraph: 13.3 (Authority Special Coverage at non 3ES sites) Obligation: The Authority shall ensure that it provides operational User requirements packs to Supplier in a timely manner to facilitate the timely delivery of the coverage solutions by Supplier at the non 3ES sites.
3.1.61	Schedule 4.1	Paragraph: Paragraph 13.1.2 and Paragraph 13.5 of Schedule 4.1 Coverage Enhancement Location surveys Obligation: The Authority shall provide to the Supplier their requirements and site information in accordance with Schedule 4.1 Section 13.5 for [REDACTED], in a timely manner to facilitate the timely delivery.
3.1.62	Schedule 2.2	Paragraph: 7.2, 7.3, 9.1, 9.2.1, 9.3.4 Obligation: The Authority has obligations to provide approvals and information which it shall do in a timely manner and shall ensure that any information is accurate and complete.
3.1.63	Schedule 2.2	Paragraph: 7.4, 9.8, 13.13

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Reference	Document	Location
		Obligation: The Authority has obligations to provide its consent or agreement. Such consent or agreement shall not be unreasonably withheld or delayed.
3.1.64	Schedule 2.2	Paragraph: 9.2.1 Obligation: The Authority shall procure that its personnel identified in the Single Supplier Board representation as set out in Annex 1 of Schedule 8.1 attend the monthly Performance Review Meetings (unless otherwise agreed by the Parties in writing).
3.1.65	Schedule 2.2	Paragraph: 9.3.1 Obligation: The Authority shall ensure that it has obtained all necessary consents required by Data Protection Legislation to disclose User's Personal Data to the MS Supplier and for the MS Supplier to process such Personal Data for the purpose of this paragraph.
3.1.66	Schedule 2.2	Paragraph: 9.2.2, 9.3.2, 13.11 Obligation: Where the Authority has the right to request something, it shall give the MS Supplier reasonable notice of the request.
3.1.67	Schedule 2.2	Paragraph: 9.5.1 Obligation: Provided that the Authority shall give the MS Supplier not less than one (1) months' notice of its intent, the Authority may [REDACTED] appoint an industry recognised independent body (as determined by the Authority) to assess the quality and effectiveness of the Personnel and Supplier's process and organisation.
3.1.68	Schedule 2.2	Paragraph: 9.5.2 Obligation: The Authority shall ensure that the terms of the "External Competency Assessment" do not materially adversely affect the MS Supplier's ability to deliver the Services for ESN.
3.1.69	Schedule 2.2	Paragraph: 9.5.3 Obligation: The Authority shall disclose the result of any External Competency Assessment to the MS Supplier.
3.1.70	Schedule 2.2	Paragraph: 12.3 Obligation: The Authority shall procure that the US Supplier provides the Supplier Service Desk on the Authority's behalf via

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Reference	Document	Location
		telephone, email, electronic binding of systems and/or the ESN Self-Service Interface.
3.1.71	Schedule 2.2	<p>Paragraph: 12.6</p> <p>Obligation: The Authority shall procure the cooperation of Other ESN Suppliers in any investigation, diagnoses and Resolution of any Service Incident in connection with the MS Supplier.</p>
3.1.72	Schedule 2.2	<p>Paragraph: 12.9</p> <p>Obligation: The Authority shall procure that the US Supplier shall inform the Authority and the MS Supplier (and User Organisations and/or Other ESN Suppliers as applicable) of the outcome of the investigation of each Service Incident.</p>
3.1.73	Schedule 2.2	<p>Paragraph: 13.3</p> <p>Obligation: The Authority shall take reasonable steps to ensure it has correctly identified if a Service Incident has recurred or not. The Authority shall notify the MS Supplier promptly, if in its reasonable opinion, a Service Incident has recurred.</p>
3.1.74	Schedule 2.2	<p>Paragraph: 13.4</p> <p>Obligation: The Authority shall not unreasonably withhold or delay approval of separation of Service Incidents.</p>
3.1.75	Schedule 2.2	<p>Paragraph: 13.8</p> <p>Obligation: If the MS Supplier informs the Authority of a Service Incident, the Authority shall promptly inform the MS Supplier of the Severity Level assigned to such Service Incident in order that the MS Supplier can prioritise each Service Incident accordingly. The designation of the Severity Level by the Authority must be reasonable.</p>
3.1.76	Schedule 2.2	<p>Paragraph: 20</p> <p>Obligation: Following the occurrence of events, which may be classified as a Disaster in the opinion of the Authority or the MS Supplier, the Authority shall agree promptly with the MS Supplier, if relevant, the Disaster Occurrence Time.</p>
3.1.77	Schedule 2.2	<p>Paragraph: 20</p> <p>Obligation: Upon the MS Supplier requesting an unplanned change, the Authority shall promptly approve or reject the unplanned change as a Late Notice Change Request.</p>

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Reference	Document	Location
3.1.78	Schedule 2.2	<p>Paragraph: KPI, MSR 1</p> <p>Obligation: The Authority shall promptly agree with the MS Supplier (each Party acting reasonably) the time that a Disaster occurs in order that the MS Supplier can measure performance of the KPI.</p>
3.1.79	Schedule 2.2	<p>Paragraph: KPI, SPI MSS9</p> <p>Obligation: The Authority shall promptly approve or reject Late Notice Operational Change requests.</p>
3.1.80	Schedule 2.4	<p>Paragraph: 2.4, 2.5, 3.1</p> <p>Obligation: Authority has various obligations to review and approve plans or provide feedback on them under these Paragraphs, which it shall do so promptly and within any timeframe specified in such Paragraphs, or if no timeframe is so specified, within any reasonable timeframe specified by the Supplier in writing. The Authority shall act reasonably in reviewing, approving and providing feedback on plans under these Paragraphs.</p>
3.1.81	Schedule 2.1	<p>Paragraph: 13.1</p> <p>Obligation: The Authority shall provide forecasts [REDACTED] of the supply of information that will enable the Supplier to conduct surveys at Coverage Enhancement Locations.</p>
3.1.82	Schedule 2.4	<p>Paragraph 5.1</p> <p>Obligation: the Authority shall seek the agreement of the Supplier by way of the Change Control Procedure if the Supplier is required to:</p> <ul style="list-style-type: none"> (a) make a change to the design, operation or timing of the implementation of TSA specific controls for ESN (above those required by the TSA legal requirements); (b) make a change to the Risk Assessment as a result of changes to the Authorities risk appetite; or (c) implement security measures for ESN 5G which are not ordinarily required to comply with this Agreement, ISO27001, the TSA, 3GPP standards or Good Industry Practice.

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Reference	Document	Location
3.1.83	Schedule 4.1	<p>Paragraph: Section 4, Paragraph 4.2.2.1</p> <p>Obligation: The Authority shall advise the Supplier of the A2G Sites specifics following the completion of the Authority led Acquisition, Design and Build activity.</p>
3.1.84	Schedule 4.1	<p>Paragraph: Section 4 for A2G and EAS Sites, Section 13 (Coverage Enhancement Locations), Section 7 (Resilience), Section 12 (Optional Services).</p> <p>Obligation: The Authority shall provide all necessary security aspects, such as levels of security clearance required and 3ES contact details, required by the Supplier for accessing and implementing any coverage survey work at Coverage Enhancement Locations</p> <p>Obligation: The Authority shall provide necessary security and access information required by the Supplier to access the site for coverage survey work and for in-life service management at sites where access has been legally granted to ,and the site has been acquired by, the Authority for A2G, EAS and Resilience locations.</p>
3.1.85	Schedule 4.1	<p>Paragraph: Section 4, Paragraph 4.2.4.21</p> <p>Obligation: The Authority shall supply a list of ESN Air Critical Operational Locations to the MS Supplier where a coverage enhancement is necessary.</p>
3.1.86	Schedule 4.1	<p>Paragraph: Section 3, Paragraph 3.8</p> <p>Obligation: Following the transfer of responsibility of the A2G Radio Plan in accordance with Section 3, Paragraph 3.8 the Authority shall:</p> <ul style="list-style-type: none"> (a) remain fully responsible for all A2G licence obligations; (b) inform the Supplier of any Ministry of Defence procedures and geographic exclusion zones which need to be taken into account; and (c) share licence obligations with the Supplier at the earliest opportunity.
3.1.87	Schedule 4.1	<p>Paragraph: Section 3, Paragraph 3.8</p>

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Reference	Document	Location
		<p>Obligation: During the A2G build phase the Authority shall on the MS Supplier's request provide the following radio planning information used to generate the Authority A2G Radio Plan:</p> <ul style="list-style-type: none"> (a) provide a detailed explanation of any relevant planning assumptions; (b) provide details of all existing A2G radio planning and capacity parameters; (c) provide details of the tuning used within the A2G planning tool, including where applicable any empirical data collected by the Authority from the design assurance partner test campaigns; and (d) to the extent that the Authority has the right to do so under the terms of any licence, provide Source Code, and details of any modelling and its parameterisation used within the A2G planning tool.
3.1.88	Schedule 4.1	<p>Paragraph: Section 3, Paragraph 3.8</p> <p>Obligation: The Authority shall on request provide the MS Supplier with any device test tool used for the testing and deployment of the ESN Air Service.</p>
3.1.89	Not used	
3.1.90	Schedule 4.1	<p>Paragraph: Paragraph 6.8.2.13</p> <p>Obligation: The Authority shall provide to the Supplier within [REDACTED] of the effective date of the US Agreement unless otherwise agreed in writing between the Parties details of the US Supplier reference system physical addresses in order to connect transmission to the US Supplier reference systems.</p>
3.1.91	Schedule 4.1	<p>Paragraph: Section 4, Paragraphs 4.2 & 4.4.4</p> <p>Obligation: The Authority shall update the Supplier on a monthly basis of Radio Site locations.</p> <p>The Authority will provide the Supplier the list of Radio Site locations that form part of the Shared Rural Network.</p>
3.1.92	Schedule 4.1	<p>Paragraph: Section 11 (Billing Services)</p> <p>Obligation: The Authority shall provide the necessary Customer data required for the MS Supplier to chase unpaid Customer</p>

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Reference	Document	Location
		invoices for ESN Services under the relevant Customer Contract.
3.1.93	Not Used	
3.1.94	Schedule 4.1	<p>Paragraph: Section 11 (Billing Services), Paragraph 11.5</p> <p>Obligation: the Authority will procure that the US Supplier will notify the MS Supplier of any relevant Customer payment dispute regarding the Supplier's invoice under the relevant Customer Contract in a timely manner.</p>
3.1.95	Schedule 4.1	<p>Paragraph: 7.2.2.4</p> <p>Obligation: The Authority shall ensure Other ESN Suppliers and User Organisations co-operate with the Supplier in order to make best use of the available capacity (e.g. MCX traffic optimisation and other improvement activities that are identified from time to time) based on the Authority's requirements in relation to use of the available capacity.</p> <p>Obligation: The Authority shall ensure Other ESN Suppliers provide the necessary information subject to User Organisations and Authority security approval in a timely manner to support the Supplier's understanding of bearer performance and the Supplier's production of the monthly service reports (eg. provision of log file information, user locations etc). The Supplier will continue to provide information to the Authority that is available and in the control of the Supplier.</p>
3.1.96	Schedule 4.1	<p>Paragraph: 7.2.2.7 (Additional non-permanent capacity)</p> <p>Obligation: the Authority shall provide to the Supplier each month, a 12 month forecast of Planned Events.</p>
3.1.97	Schedule 4.1	<p>Paragraph: 7.2.2.10(c)</p> <p>Obligation: The Authority shall procure that the ESN 5G SA solution is available across all Other ESN Suppliers within the agreed timeframe in the Implementation Plan, in order to support a delivery of 5G SA by [REDACTED]</p>
3.1.98	Schedule 4.1	<p>Paragraph: 7.2.2.10</p> <p>Obligation: [REDACTED]</p>
3.1.99	Schedule 4.1	Paragraph: 7.2.2.10

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Reference	Document	Location
		<p>Obligation: The Authority shall ensure accurate traffic forecasts are provided following an initial traffic forecast on October 1st 2025.</p> <p>Obligation: The Authority shall use reasonable endeavours to provide accurate traffic forecast every twelve (12) months following an initial traffic forecast on April 1st 2026.</p>
3.1.100	Schedule 6.2, Schedule 2.2	<p>Paragraph: Schedule 6.2, Paragraph 2.2 - & Schedule 2.2, [REDACTED]</p> <p>Obligation: Once the US Supplier Reference System is available, the Authority shall provide logical 24/7 access (subject to notified maintenance and scheduled test events) to the US Suppliers Reference System so that the Supplier can fulfil their obligations referenced above for testing and incident resolution under this Agreement.</p> <p>The Authority shall allow for physical access to the US Supplier Reference System when requested by the Supplier, giving sufficient notice in a reasonable timeframe. The Authority shall not unreasonably withhold or delay any reasonable request for access to the US Supplier Reference System.</p>
3.1.101	Schedule 2.1	<p>Paragraph: 6.4.29</p> <p>Obligation: [REDACTED]</p>
3.1.102	Schedule 4.1	<p>Paragraph: Section 7.1 Paragraph 7.1.3</p> <p>Obligation: The Authority shall review any request to exclude an event beyond the Suppliers control from all relevant KPI calculations.</p>
3.1.103	Not used	

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Reference	Document	Location
3.1.104	Not used	
3.1.105	Schedule 6.1	<p>Paragraph: 3, to the extent applicable to the Authority's drafting of the Level 1 Plan, Level 2 Plan and Level 3 Plan</p> <p>Obligation: The Authority shall participate with the MS Supplier and, if requested by the MS Supplier, shall procure the participation of Other ESN Suppliers in a workshop or series of workshops for the purpose of collaborating with each other and coordinating the initial drafting of the Level 1 Plan, Level 2 Plan and Level 3 Plan and any amendments to them.</p>
3.1.106	Schedule 6.1	<p>Paragraph: 12.4</p> <p>Obligation: The Authority shall participate in any workshops fully and in good faith shall use reasonable endeavours to procure that the Other ESN Suppliers cooperate with the MS Supplier and Other ESN Suppliers so as to facilitate the exchange of information and the capacity of each such supplier to plan for Achievement of all Milestones by the relevant Milestone Dates.</p>
3.1.107	Not used	
3.1.108	Schedule 6.1	<p>Paragraph: 16.1</p> <p>Obligation: The Authority agrees with the MS Supplier that the National Transition Commencement Criteria must be achieved prior to the commencement of Transition, unless otherwise agreed in writing by the Parties.</p>
3.1.109	Schedule 6.1 - Implementation Plan	<div style="background-color: black; height: 20px; width: 100%;"></div> <p>Obligation: The Authority shall examine and approve (such approval not to be unreasonably withheld or delayed) the relevant deliverables which meet the associated criteria as further set out/referred to in Schedule 6.1 and subject to the MS Supplier meeting its obligations in relation to the criteria/requirements for such Milestone.</p> <p>Obligation: The Authority shall participate in and/or lead discussions on a Document Management system with the MS Supplier and all relevant Other ESN Suppliers</p> <p>Obligation: The Authority shall establish links and joint working arrangements and shall plan and hold joint meetings/workshops/etc. with the MS Supplier and Other ESN Suppliers for the 'Detailed Implementation Plan and Design Complete' Milestone. The Authority shall be involved in such discussions to ensure effective collaboration between the MS Supplier and the Other ESN Suppliers.</p>

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Reference	Document	Location
		<p>Obligation: The Authority shall authorise payment in accordance with the relevant provisions set out in Schedule 7.1, subject to the Supplier meeting its obligations to authorise such payment.</p>
3.1.110	Schedule 6.1 - Implementation Plan	<p>[REDACTED]</p> <p>Obligation: The Authority shall examine and approve (such approval not to be unreasonably withheld or delayed) the relevant deliverables which meet the associated criteria as further set out/referred to in Schedule 6.1 and subject to the MS Supplier meeting its obligations in relation to the criteria/requirements for such Milestone.</p> <p>Obligation: The Authority shall authorise payment in accordance with the relevant provisions set out in Schedule 7.1, subject to the Supplier meeting its obligations to authorise such payment.</p>
3.1.111	Schedule 6.1 - Implementation Plan	<p>[REDACTED]</p> <p>Obligation: The Authority shall examine and approve (such approval not to be unreasonably withheld or delayed) the relevant deliverables which meet the associated criteria as further set out/referred to in Schedule 6.1 and subject to the MS Supplier meeting its obligations in relation to the criteria/requirements for such Milestone.</p> <p>Obligation: The Authority shall authorise payment in accordance with the relevant provisions set out in Schedule 7.1, subject to the Supplier meeting its obligations to authorise such payment.</p>
3.1.112	Schedule 6.1 - Implementation Plan	<p>[REDACTED]</p> <p>Obligation: The Authority shall examine and approve (such approval not to be unreasonably withheld or delayed) the relevant deliverables which meet the associated criteria as further set out/referred to in Schedule 6.1 and subject to the MS Supplier meeting its obligations in relation to the criteria/requirements for such Milestone.</p> <p>Obligation: The Authority shall authorise payment in accordance with the relevant provisions set out in Schedule 7.1, subject to the Supplier meeting its obligations to authorise such payment.</p>

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Reference	Document	Location
3.1.113	Schedule 6.1 - Implementation Plan	<p>[REDACTED]</p> <p>Obligation: The Authority shall examine and approve the relevant deliverables which meet the associated criteria as further set out/referred to in Schedule 6.1 and subject to the MS Supplier meeting its obligations in relation to the criteria/requirements for such Milestone.</p> <p>Obligation: The Authority shall authorise payment in accordance with the relevant provisions set out in Schedule 7.1, subject to the Supplier meeting its obligations to authorise such payment.</p>
3.1.114	Schedule 6.1 - Implementation Plan	<p>[REDACTED]</p> <p>Obligation: The Authority shall examine and approve (such approval not to be unreasonably withheld or delayed) the relevant deliverables which meet the associated criteria as further set out/referred to in Schedule 6.1 and subject to the MS Supplier meeting its obligations in relation to the criteria/requirements for such Milestone.</p> <p>Obligation: The Authority shall authorise payment in accordance with the relevant provisions set out in Schedule 7.1, subject to the Supplier meeting its obligations to authorise such payment.</p>
3.1.115	Schedule 6.1 Implementation Plan	<p>[REDACTED]</p> <p>Obligation: The Authority shall examine and approve (such approval not to be unreasonably withheld or delayed) the relevant deliverables which meet the associated criteria as further set out/referred to in Schedule 6.1 and subject to the MS Supplier meeting its obligations in relation to the criteria/requirements for such Milestone.</p> <p>Obligation: The Authority shall authorise payment in accordance with the relevant provisions set out in Schedule 7.1, subject to the Supplier meeting its obligations to authorise such payment.</p>
3.1.116	Schedule 6.1 Implementation Plan	<p>[REDACTED]</p> <p>Obligation: The Authority shall examine and approve (such approval not to be unreasonably withheld or delayed) the relevant deliverables which meet the associated criteria as further set out/referred to in Schedule 6.1 and subject to the MS Supplier meeting its obligations in relation to the criteria/requirements for such Milestone.</p>

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Reference	Document	Location
		Obligation: The Authority shall authorise payment in accordance with the relevant provisions set out in Schedule 7.1, subject to the Supplier meeting its obligations to authorise such payment.
3.1.117	Schedule 6.1 Implementation Plan	<div style="background-color: black; height: 1.2em; width: 100%;"></div> <p>Obligation: The Authority shall examine and approve (such approval not to be unreasonably withheld or delayed) the relevant deliverables which meet the associated criteria as further set out/referred to in Schedule 6.1 and subject to the MS Supplier meeting its obligations in relation to the criteria/requirements for such Milestone.</p> <p>Obligation: The Authority shall authorise payment in accordance with the relevant provisions set out in Schedule 7.1, subject to the Supplier meeting its obligations to authorise such payment.</p>
3.1.118	Not Used	
3.1.119	Schedule 6.2	<p>Paragraph: 12.2</p> <p>Obligation: The Authority shall comment on, contribute to and sign off test plans promptly and reasonably and shall not unreasonably withhold its approval to the plans or request unreasonable amendments.</p>
3.1.120 & 3.1.121	Not used	
3.1.122	Not used	
3.1.123	Not used	
3.1.124	Schedule 8.5	<p>Paragraph: All paragraphs</p> <p>Obligation: The Authority shall:</p> <p>(a) provide the Supplier with any reasonable new requirements for the finalisation of the Current Exit Plan within <div style="background-color: black; height: 1.2em; width: 100%;"></div> of service of a Termination Notice by either Party and will procure that the Other ESN Supplier work with the Supplier collaboratively to finalise the Exit Plan;</p> <p>(b) migrate users of the Services to a Replacement Supplier by the date set out in the Exit Plan, unless otherwise agreed by the Parties in writing;</p>

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		<p>(c) notwithstanding any other provision of the Agreement, pay valid Supplier's Charges incurred by the Authority for the ongoing provision of the Services during the Termination Assistance Period in accordance with Schedule 7.1;</p> <p>(d) [REDACTED]</p> <p>(e) appoint an appropriately skilled, knowledgeable and experienced exit manager to liaise with MS Supplier, the Replacement Supplier and any other interested parties; and</p> <p>(f) review and agree to the Exit Plan as revised in accordance with Paragraph 6 of Schedule 8.5 [REDACTED] in a timely and reasonable manner.</p>
3.1.125	Schedule 8.6	<p>Paragraph: All paragraphs</p> <p>Obligation: The Authority procure that all Other ESN Suppliers review and contribute to BCDR plan in a timely manner sufficient to enable the Supplier to meet its deadline to the Authority for completion, implementation and/or revision of such BCDR plan.</p>
3.1.126	Schedule 4.1	<p>Paragraph: 5</p> <p>Obligation: [REDACTED]</p>
3.1.127	Not used	
3.1.128	Schedule 2.1	<p>Paragraph: 3.7</p> <p>Obligation: The Authority shall examine and approve (such approval not to be unreasonably withheld or delayed) the</p>

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		<p>relevant deliverables which meet the associated criteria as further set out/referred to in Schedule 6.1, to support the 'Coverage Portal Technical Assessment Complete' Milestone and subject to the MS Supplier meeting its obligations.</p> <p>Obligation: The Authority shall ensure the US Suppliers ESN Self Service Interface is made available in order to provide access to the Supplier to test the End to End Coverage Portal Service.</p> <p>Obligation: The Authority shall examine and approve (such approval not to be unreasonably withheld or delayed) the relevant deliverables which meet the associated criteria as further set out/referred to in Schedule 6.1, to support the 'Coverage Portal Build Complete' Milestones and subject to the MS Supplier meeting its obligations.</p>
3.1.129	Schedule 2.1	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
3.1.130	Schedule 6.1	<p>[REDACTED]</p> <p>[REDACTED]</p>
3.1.131	Schedule 4.1	<p>Paragraph: 3.12.2.6</p> <p>Obligation: The Authority shall procure that User Organisations shall consider civilian, MS Supplier staff and contractor safety when giving instructions to the MS Supplier to deploy a [REDACTED] to a particular site or emergency.</p>

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