



Highways England Company Limited

Area 3

Maintenance and Response Contract

Annex 21 – Appendix 1

Airwave Radios and Associated Client Provided Equipment

Memorandum of Understanding (MoU)

CONTENTS AMENDMENT SHEET

Amend. No.	Revision No.	Amendments	Initials	Date
0	0	Contract Issue	SOS	July 2022

1. Purpose

The purpose of this Memorandum of Understanding (MoU) is to formalise the roles, responsibilities, systems and processes between the Parties (*Client and Contractor*) for the usage, storage and maintenance of Airwave radios, Traka® Intelligent Cabinets, lockers, associated authorised radio user database and other related *Client* provided equipment specified in **Annex 21**.

The objectives of the MoU are to ensure:

- that the use of Airwave terminals falls under the *Client's* TEA2 licence;
- compliance with Home Office Airwave Licence Requirements; and
- that the Parties understand their roles and responsibilities in relation to usage, storage and maintenance of the Client supplied equipment specified in **Annex 21**.

2. Background

2.1. Airwave

The *Client* currently subscribes to the national Airwave radio service, provided by Airwave Solutions Limited under a separate contract with the Home Office, and used by all emergency services and public safety organisations in England, Scotland and Wales.

The Airwave network was established over 15 years ago and is based on TETRA technology, which offers secure, robust and resilient voice and low bandwidth data services. The service offers guaranteed levels of coverage across England, Wales and Scotland, meaning that users can stay in instant and constant communication, even in remote areas.

2.2. Airwave for Service Providers

As a category 2 responder under the Civil Contingencies Act, the *Client* enters into an agreement, managed by the Home Office, to use the national Airwave Radio Service to support the management of incident response, severe weather and maintenance services under a TEA2 Sub-Licence.

In 2008, the use of Airwave was extended to the *Client's* contractors to enable effective communication between the Parties, neighbouring area contractors and the emergency services while providing the service.

On the 30th September 2019 the Home Office issued to the *Client* an Airwave Service Temporary Conditional Accreditation Certificate (TCAC). This TCAC replaced the need for any of the named contractors (sometimes referred to as Service Providers) to obtain their own TEA2 User Sub-Licence. Where any of the contractors have been issued with a TEA2 User Sub-Licence, these are now considered null and void. The Home Office has delegated the authority to the *Client* to manage the named contractors for usage of Airwave.

Both the TEA2 Sub-Licence and the Temporary Conditional Accreditation Certificates are owned by the *Client*.

The *Client's* Airwave Radio Terminal Custodian (RTC) is **Roxroy Taylor, Airwave National Consistency Manager**.

[Note to Compiler: Check this name during compilation].

The MoU applies if the *Service Manager* instructs the Contractor to Provide the Service to support Others outside the Affected Property.

3. Roles and Responsibilities

The *Client* ensures the secure handling and use of its Airwave radio terminals by the *Contractor* and enters into the MoU with the *Contractor*.

To ensure compliance with the obligations defined in the *Client's* TEA2 sub-licence and Airwave Service TCAC, the *Contractor*:

- ensures at all times that equipment containing the TEA2 encryption algorithm, in its possession is handled according, including, but not limited to:
 - adhere to the Home Office - Airwave Service Code of Practice.
 - adhere to the Highways England's Airwave for Service Providers Code of Practice.
 - operate equipment such that the confidentiality of the TEA2 is not jeopardised.
- standardises working practices across all regions, at all times agree to follow, and adhere to, the standardised policies, procedures and the guidance defined in the following:
 - Highways England Training Guidance and Policies for Service Providers,
 - Highways England TEA2 Licence Governance and Procedures for Service Providers

The *Client* may update or replace as required the documents listed above and reserves this right to update documents without warning to the *Contractor*. All updated versions will be distributed to the *Contractor* as published and the Contractor acknowledges receipt and understanding of updated documents.

The *Client* reserves the right to conduct an audit of the *Contractor's* records and methods and working with Airwave without prior notice, to ensure compliance to the requirements of **Annex 21** and the MoU.

If TEA2 is compromised due to improper usage by the *Contractor* it will be responsible for any damages and losses to the *Client*. The *Client* will escalate the matter to the Home Office which may result in the *Client* retracting the usage of Airwave from the *Contractor*. This breach of the contract by the *Contractor*, may result in the revocation of the *Client's* TEA2 sub-licence.

All disagreements between the *Client* and the *Contractor* that cannot be resolved by mutual agreement between the Parties are determined using the dispute and adjudication process as defined in the Contract Data (Option W2).

Disputes are also escalated to the Home Office Airwave Accreditation Secretariat and the *Clients* Airwave Consistency Group who will be consulted during the dispute and adjudication process before determination.

This MoU supersedes all prior confidentiality undertakings between the *Contractor* and the Home Office's Airwave Licencing Authority and the *Client's* Airwave Radio Terminal Custodian and constitutes the entire agreement between the Parties.

All amendments to the MoU are signed by a duly authorised representative of the Parties.

4. Effective Date and Signature

The MoU is effective upon the signature of the Parties and is effective from the date of the MoU.

The MoU does not constitute a legally binding contract and may be terminated by agreement by the Parties by providing 3 months' notice from either Party.

The MoU can be terminated by the Parties with immediate effect, if any of the Parties does not comply with its obligations in **Annex 21** or the MoU.

Signatures

Signature of the *Client*:
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Date:

Signature of the *Contractor*:

Date:

Signature of the *Contractors*, appointed RTC:

Date: