

OFFICIAL–SENSITIVE COMMERCIAL

SCHEDULE 3

AUTHORITY RESPONSIBILITIES

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Authority Responsibilities

1 INTRODUCTION

- 1.1 The responsibilities of the Authority set out in this Schedule shall constitute the totality of Authority Responsibilities under this Agreement. Any obligations of the Authority in Schedule 2.1 (*Services Description*), Schedule 4.1 (*Supplier Solution*), Schedule 9.3 (*Embedded Service Personnel*) (unless specified differently therein) and each of the following areas: Appendix D to Schedule 2.4 (*Security Management*), Annex 1 of Schedule 6.1 (*Transition Phase and Transition Plan*), Annexes 7 and 8 to Schedule 7.1 (*Charges and Invoicing*), Annexes 9 and 10 to Schedule 8.1 (*Governance*), Annexes 3 and 4 of Schedule 8.5 (*Exit Management*), Appendix 3 to Part 1 of Schedule 9.1 (*Transfer Regulations*), Annexes A, B and D of Schedule 9.3 (*Embedded Service Personnel*), Annex C of Schedule 13 (*Infrastructure Matters*) (together the “RoR Annexes”) 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 Annexes A and B.
- 1.2 The Authority Responsibilities specified within this Schedule shall be provided to the Supplier free of charge, unless otherwise agreed as a Change between the Parties.

2 GENERAL OBLIGATIONS

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 Schedule 2.1 (*Services Description*), Schedule 4.1 (*Supplier Solution*) Schedule 9.3 (*Embedded Service Personnel*) (unless specified differently therein) and the RoR Annexes);
- (b) use its reasonable endeavours to provide the Supplier with access to appropriate members of the Authority’s staff (with the exception of Embedded Service Personnel which are subject to Schedule 9.3 (*Embedded Service Personnel*), 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 as defined in the Detailed Transition Plan (with the exception of Embedded Service Personnel which are subject to Schedule 9.3 (*Embedded Service Personnel*);
- (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; and
- (e) procure for the Supplier such agreed access and use of the Authority Premises (pursuant to Schedule 13 (*Infrastructure Matters*)) and facilities (including relevant IT systems) 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).

3 SPECIFIC OBLIGATIONS

- 3.1 The Authority shall, in relation to this Agreement perform the Authority's responsibilities identified as such in this Agreement the details of which are set out in Paragraphs 3.2, 3.3, 3.4 and 3.5 below and Annex Annex A.
- 3.2 The 'SOR ID' in Annex Annex A below refers to the specific Authority requirement in the Statement of Requirements to aid understanding and interpretation.
- 3.3 Where an obligation is set out in Annex Annex A without a timeframe, the Authority shall meet the obligation within a reasonable time, having regard to the nature of the obligation itself.
- 3.4 For the avoidance of doubt, where an obligation entails that the Authority shall provide documentation, data or information of any type, it shall only be required to do so to the extent that this is compliant with the Law, any duties of confidentiality that it owes, any relevant regulatory obligations and in the interests of national security.
- 3.5 For the avoidance of doubt, any Annexes, provisions or other components of this Agreement identified as illustrative or indicative, or any worked examples or other explanatory notes shall not in any context constitute an Authority Responsibility (unless specified differently therein).

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Annex A: List of Dependencies

REDACTED

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