

## OFFICIAL-SENSITIVE COMMERCIAL

### **Task Authorisation Form (TAF) Payments**

- 3.12 The Contractor shall be entitled to the Approved Task Authorisation Form (TAF) payments, in accordance with the approved TAF.
- 3.13 The Contractor shall be entitled to make an application for payment of the TAF in accordance with Part B of the Tasking Authorisation Form.
- 3.14 Each TAF shall be a Firm Price, unless otherwise Approved by the Authority's Representative.

### **Price List and Option Prices**

- 3.15 The Pricing Information set out in the Price List (Annex A to this Schedule C) and the Option prices at Section 3.0 of this Schedule C are Firm Prices and shall remain Firm Prices until the Expiry of the Contract (including any Option prices)

### **Retentions**

- 3.16 The Authority shall be entitled to make Retentions from the Project Management and Technical Support Fee in any Contract Month following agreement or determination of the relevant amount in accordance with the provisions of Schedule K (Performance).
- 3.17 Without prejudice to paragraph 3.16 of this Schedule C, the aggregate of any Retentions made from the Project Management and Technical Support Fee in any Contract Month shall not exceed the relevant part of the Project Management and Technical Support Fee that would have been payable to the Contractor for that Contract Month had no Retentions been applicable in that Contract Month.

### **Other Payments Due**

- 3.18 The Authority shall be entitled to reduce the Project Management and Technical Support Fee to reflect any other sums that are agreed or determined to be payable by the Contractor to the Authority in respect of this Contract in the Contract Month immediately following such agreement or determination, provided that the Authority's Representative has notified the Contractor's Representative at any time prior to making the relevant deduction.
- 3.19 The Authority shall be entitled to make Retentions from the Monthly Payment in any Contract Month following agreement or determination of the relevant amount in accordance with the provisions of Schedule K (Performance).
- 3.20 Without prejudice to paragraph 3.16 of this Schedule C, the aggregate of any Retentions made from the relevant part of the Monthly Payment in any Contract Month shall not exceed the relevant part of the Monthly Payment that would have been payable to the System Integrator for that Contract Month had no Retentions been applicable in that Contract Month.
- 3.21 The Parties:
- 3.21.1 may, during the Contract Period and on written notice to the other, carry out a reconciliation to determine the amount of any payments that are due to the Authority and/or the Contractor (as the case may be) in accordance with this Contract; and

OFFICIAL-SENSITIVE COMMERCIAL

## OFFICIAL-SENSITIVE COMMERCIAL

- 3.21.2 following the Expiry Date or Termination Date (and subject to Clause 80 (*Financial Consequences of Termination*)), carry out a reconciliation to determine the amount of any payments that are due to the Authority and/or the Contractor (as the case may be) in accordance with this Contract.
- 3.22 The reconciliations referred to in paragraph 3.21.1, shall take place:
- 3.22.1 where either Party gives written notice to the other of a requirement for a reconciliation at any time during the Contract Period, at a time to be agreed by the Parties or in the absence of agreement within ten (10) Working Days following the date of receipt of the notice issued by the other Party as referred to paragraph 3.21.1; and/or
- 3.22.2 in the case of early termination or expiry of this Contract, within ten (10) Working Days of the Termination Date or Expiry Date (as the case may be) or such other date as is agreed by the Parties,
- 3.22.3 and shall be carried out in accordance with a methodology to be agreed by the Parties or as determined in accordance with paragraph 3.21.1.
- 3.23 In the event that the Parties fail to agree any matter arising from the conduct of or the conclusion of any matter arising from a reconciliation, either Party may refer such matter for resolution to the Dispute Resolution Procedure.

### **Double Counting**

- 3.24 The Parties agree that in the event that the delivery of a Contractor Deliverable, TAF and Optional Services by the Contractor creates a potential payment under more than one Milestone, TAF or other payments:
- 3.24.1 the Contractor shall only be able to receive payment under a single Milestone for the delivery of that Task, Service and/or Contractor Deliverable; and

### **Determining new Pricing Information**

- 3.25 All the Pricing Information contained in Schedule C, Annex A to Schedule C, is the Price List.
- 3.26 In calculating the cost of the provision of any new requirements, not currently priced in the Contract, the Contractor shall:

- 3.26.1 where there is Pricing Information for any proposed:
- 3.26.1.1. staff grade and/or role to be utilised in the performance of the proposed new requirement to be spent by each such staff grade and/or role in performing the proposed new requirement by the relevant hourly, day or such other rate (as the case may be) for such staff grade and/or role as more particularly set out in the Price List;
- 3.26.1.2. deliverable or analogous deliverable to be utilised in the performance of the proposed new

OFFICIAL-SENSITIVE COMMERCIAL