Schedule 3 - Lot 3

Authority Responsibilities

Version 4.0

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CHANGE HISTORY

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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 and the Operating Level Agreement (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, Department for Communities and Local Government, Department of Health, Scottish and Welsh Governments, and any other third party that the Authority in its absolute discretion shall determine;

(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

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(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;

(xxii) major incident escalation;

(xxiii) knowledge transfer;

(xxiv) service level assurance;

(xxv) test acceptance and assurance;

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(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 31 and Paragraph 3 of Schedule 7.1 Part B 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 and the OLA perform the additional Authority's responsibilities set out below:

Document	Location
General – the Agreement	The Authority shall be responsible for systems design assurance and as such ensuring shall ensure that: (a) the end-to-end ESN Services, as described in: (i) the ESN Supplier Solutions within each ESN Supplier's Lot Services Agreement; and (ii) in the case of the ES Supplier and Locally Contracted Suppliers, the relevant agreements between the Authority and such parties (Related Contracts), together comprise a solution that is compatible with the Authority requirements as set out in each Lot Services Agreement and the Related Contracts; and (b) the scope and responsibilities of the ESN Suppliers 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 Lot Services Agreement or, in the case of the ES Supplier and Locally Contracted Suppliers, their Related Contracts. 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 may be cost neutral, or entail a reduction or increase in the Charges, where such a Change entails an increase in the Supplier's Allowable Costs 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 ESN Suppliers). The Supplier will act reasonably and mitigate the impact of the Authority's failure (or potential failure) as far as reasonably practicable.

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General – the Agreement	**Paragraph:** All relevant provisions The Authority shall: (a) use reasonable endeavours to ensure that any information it provides to the Supplier is complete and accurate in all material respects; (b) co-operate with the Supplier in all reasonable respects in all matters relating to the Services; (c) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services; (d) keep and maintain all materials, equipment, documents and other property of the Supplier at the Authority's premises in safe custody.
General – compliance with licences	**Paragraph:** All relevant provisions **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.
General – MS 'system'	**Paragraph:** All relevant provisions **Obligation:** Authority shall procure that all Other ESN Suppliers comply with the 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.
General – obligation to act reasonably in resolution of disputes	**Paragraph:** All relevant provisions 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.
General – Timeliness of delivery	**Paragraph:** All relevant provisions **Obligation:** The Authority shall procure the timely delivery of services by the other Suppliers 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 Suppliers shall manage their deliverables in an organised, logical manner as agreed between parties during Mobilisation and Transition.
Schedule 2.2 – obligation not to act in a way that causes the Supplier to fail to meet KPIs	**Paragraph:** All relevant provisions 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.
General - Suspension	**Paragraph:** All relevant provisions **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: • **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

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	• **Network Fraud:** If the MS Supplier suspects that an authorised user of the Services commits fraud or knowingly tries to damage the MS Supplier Network.
[…..✂…..]	[…..✂…..]
General - Regulations	**Paragraph:** All relevant provisions **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.
Schedule 2.1	**Paragraph: 4** **Obligation:** If the Supplier has an obligation to comply with third party sites designs 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 Radio Equipment on Authority Premises) before they become binding upon the Supplier.
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.
Schedule 2.1 and Schedule 4.1	**Paragraph:** All relevant paragraphs including without limitation paragraph 6.11 **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 **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 testing of the end to end service in conjunction with the MS Supplier.
Schedule 2.1 and Schedule 4.1	**Paragraph:** All relevant paragraphs **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).
Schedule 2.1	**Paragraph:** 3.1.6 **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.

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Schedule 2.1	**Paragraph:** 3.1 and 3.2 (Coverage) **Obligation:** The Authority shall provide the MS Supplier with any updates on changes in Polygons and the service and delivery obligations of the ES Supplier and ensure that those changes will be taken in account in the overall calculation of Coverage and the MS Supplier's KPIs and SPIs. **Obligation:** The Authority shall ensure that the winner of Network Rail coverage initiative is open to collaborating and working with the MS Supplier on the specific requirements required from the MS Supplier under the ESN. **Obligation:** The Authority shall ensure that the Transport for London ('TfL') initiative will take into consideration the requirements and input of the MS Supplier and the Authority shall facilitate discussions and resolution of issues that could arise from time to time between the MS Supplier and TfL.
Schedule 2.1	**Paragraph:** 3.3 (Handheld Coverage) **Obligation:** The Authority shall provide an escalation point for issues that may arise between the MS Supplier, Other ESN Suppliers and any public landlord owner of a building or location where coverage is a requirement as specified in Annex E of Schedule 2.1.
[…..✂…..]	[…..✂…..]
[…..✂…..]	[…..✂…..]
Schedule 2.1	**Paragraph:** 4.1-4.3 (Extended Coverage) **Obligation:** In accordance with paragraph 8 of the OLA, 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 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. **Obligation:** The Authority shall require the ES Supplier to nominate a 'clean team' for the receipt and processing of commercial information

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	from the MS Supplier where necessary for the ES Supplier to fulfil their requirements. **Obligation**: The Authority shall ensure and procure that the MS Supplier is granted all necessary rights to do the following at the Authority or the ES Supplier's cost, and within the timeframe appropriate for the Supplier to meet its obligations to the Authority under the Agreement: • occupy the ES Supplier Radio Sites and to install, alter, upgrade, repair, maintain, reposition, relocate, remove, inspect and operate the MS Supplier Radio Equipment ; • connect into and use the power supply at each ES Supplier Radio Site; • connect to the Points of Interconnect and any transmission solution between the ES Supplier Radio Site and the Points of Interconnect; and • install necessary cabling along routes to be agreed between the Supplier and the ES Supplier acting reasonably. **Obligation**: The Authority shall procure that the ES Supplier: • has full capacity power and authority and all necessary consents, licences and regulatory approvals to grant the rights to the Supplier and to perform its obligations under any site contract between the ES Supplier and the Supplier; and • is not subject to any contract or Law, compliance with which conflicts with the ES Supplier's ability to perform its obligations to the Supplier. **Obligation**: The Authority shall procure that the ES Supplier shall: • pay the rent under and observe/perform all obligations on its part in any agreement with the Supplier or a third party for an ES Supplier Radio Site; • pay all rates and other charges or amounts due or levied by the MS Supplier or a third party in respect of the ES Supplier Radio Sites including the MS Supplier Radio Equipment; • implement and maintain the interfaces specified by the Supplier as required at an ES Supplier Radio Site (pursuant to paragraph 4.1.3 of Schedule 2.1) with due care and skill and in accordance with the Supplier’s specified requirements (in writing); • keep and maintain the ES Supplier Radio Sites, the Points of Interconnect, all infrastructure which supports or is used in connection with the MS Supplier Radio Equipment and any access route to such infrastructure in a good and safe state of repair and condition; • if all or part of an ES Supplier Radio Site or Point of Interconnect (or the power supply, or transmission solution or access thereto) is damaged or destroyed such that it cannot be used or accessed sufficiently to provide the Services without repair, at the ES Supplier's cost, promptly rebuild or reinstate the same to the same or a reasonably equivalent state before such damage or destruction; • in the event of a power or transmission failure, use all reasonable endeavours to remedy the failure as soon as practicable at the ES Supplier's cost; • maintain (at the ES Supplier's cost) adequate insurance cover against damage or destruction of the ES Supplier Radio Sites

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	and Points of Interconnect 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 ES Supplier's obligations under its agreement with the Authority, the Operating Level Agreement and this Agreement; • 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 Supplier's prior written consent; • 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 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 procure that the ES Supplier shall take immediate steps to remove the interference at its cost; • ensure that there is a power supply and transmission solution available to the ES Supplier Radio Sites sufficient for the Supplier to exercise the rights and provide the Services and it will promptly take all reasonable steps (which shall include assisting in any negotiations with any third party and entering into any agreement with any third party itself where necessary, at the ES Supplier or the Authority's cost) to enter into any wayleave agreement with the relevant power or communications operator or otherwise as may be necessary; • obtain necessary planning and other statutory consents in respect of the building and operation of ES Supplier Radio Sites in compliance with Law and will maintain and comply with all such consents, licenses or permissions. **Obligation:** The Authority shall procure that Extended Radio Sites be provided to robust service level agreements sufficient to ensure that any delay, non-performance or partial-performance shall not cause the MS Supplier to fail to meet its obligations to the Authority. **Obligation:** The Authority shall procure that the Other ESN Suppliers provide their own tools, test equipment and generic consumables including feeder tie-wraps for the Air 2 ground equipment. This equipment is for the US Supplier to maintain on site equipment.
Schedule 2.1	**Paragraph:** 4.2.6, 6.3.4, 6.3.5 (g), 6.4.16, 6.5.4, 6.7.3, 6.7.4, 6.8.4 (d), 6.9.8, 6.11.4, 6.11.10, 6.11.11, 6.11.13, 8.2.7, 8.2.10, 8.3.2, 8.6.8, 8.13.3, 11.1.7. **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.

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Schedule 2.1	**Paragraph:** 5.1 (Direct Device to Device Communication) **Obligation:** The Authority shall provide guidance to the US Supplier for the selection of the User Devices, and work with the MS Supplier in connection with 3GPP standardisation. **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. **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.
Schedule 2.1	**Paragraph:** 5.3 (linked also to 6.4.7 to 6.4.9 and 4.6.2). **Obligation:** The Authority shall procure that the US Supplier adheres to the policies and parameters defined for the Policy Control Interface.
Schedule 2.1	**Paragraph:** 5.6 (Numbering Support) **Obligation:** The Authority shall comply with Ofcom guidance to recycle MSISDN.
Schedule 2.1	**Paragraph:** 6 (Technical Interfaces), all relevant paragraphs **Obligation:** The Authority shall procure that the other ESN Suppliers connect to the Supplier System.
Schedule 2.1	**Paragraph:** 6.7.1 **Obligation:** The Authority shall make available suitably qualified representatives to contribute to and participate in the Design Governance Process.
Schedule 2.1	**Paragraph:** 6.10 (Type Approval Services) **Obligation:** In accordance with paragraph 8 of the OLA, 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. **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

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	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. **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 ESN Suppliers. **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.
Schedule 2.1	**Paragraph:** 6.11 (ESN Reference System) **Obligation:** The Authority shall act reasonably and comply with the Supplier's reasonable access and security requirements for access to the ESN Reference System
Schedule 2.1	**Paragraph:** 7.3 (Capacity) **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.
Schedule 2.1	**Paragraph:** 7.4 (permanent Capacity enhancement) **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. **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.
Schedule 2.1	**Paragraph:** 7.4.1 **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).
Schedule 2.1	**Paragraph:** 7.5 (additional non-permanent Capacity) **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.
Schedule 2.1	**Paragraph:** 7.5 **Obligation:** The Authority and User Organisations shall during the Term, give the MS Supplier not less than twice per year, a written forecast of Planned Events. The Supplier and the Authority shall cooperate together in good faith and shall seek to agree a list of regular and known Planned Events that do not need to be notified separately or included in the bi-annual forecast.
Schedule 2.1	**Paragraph:** 8.1 (Service Management) **Obligation**: The Authority shall and shall procure that Other ESN Suppliers shall adopt and use compatible ITIL (Information Technology Infrastructure Library) standards to the MS Supplier.

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Schedule 2.1	**Paragraph:** 8.2 (Service Desk) **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 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.
Schedule 2.1	**Paragraph:** 8.3.4 (c) **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.
Schedule 2.1	**Paragraph:** 8.3.5 **Obligation:** The Authority shall provide input to training.
Schedule 2.1	**Paragraph:** 8.3.22 **Obligation:** The Authority shall nominate attendees from User Organisations and Other ESN Suppliers for ad hoc service review meetings.
Schedule 2.1	**Paragraph:** 8.6.10 **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.
Schedule 2.1	**Paragraph:** 8.7.4 **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.
Schedule 2.1	**Paragraph:** 8.7.5 **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.
Schedule 2.1	**Paragraph:** 8.9.4 **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.
Schedule 2.1	**Paragraph:** 8.10.9 **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.
Schedule 2.1	**Paragraph:** 8.12.2 **Obligation:** The Authority will define what knowledge, information and data relating to the Services is relevant for the Authority.

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Schedule 2.1	**Paragraph:** 9.4-9.5 (presentation of Coverage) **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 be responsible for keeping the information securely and shall not disclose the information to third parties without the MS Supplier's prior written consent. 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. **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.
Schedule 2.1	**Paragraph:** 10.1.1 **Obligation:** The Authority shall provide to or procure for the MS Supplier access to the Electronic Document Management System (EDMS) at no additional cost to the MS Supplier.
Schedule 2.1	**Paragraph:** 11.1 (Billing Services), 9.1-9.3 **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. **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.
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.
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.
Schedule 2.1	**Paragraph:** 4.3 **Obligation:** The Authority shall ensure that work with the Supplier towards optimising the Air-to-Ground Supplier solution integration does not have a material to minimise any adverse effect on the MS Supplier's ability to deliver the Services for ESN e.g. Aircraft Coverage […..✂…..]
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.
Schedule 2.2	**Paragraph:** 7.4, 9.8, 13.13 **Obligation:** The Authority has obligations to provide its consent or agreement. Such consent or agreement shall not be unreasonably withheld or delayed.

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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.
Schedule 2.2	**Paragraphs:** 9.2.1(b), 9.3.3, 9.7, 13.3, 13.8.1, 13.11 **Obligation:** The Authority has obligations to act reasonably.
Schedule 2.2	**Paragraph:** 9.2.1 **Obligation:** The Authority shall procure that its personnel identified in the Service Management Board Representation as set out in Annex 1 of Schedule 8.1 attend the monthly Performance Review Meetings (unless otherwise agreed by the parties).
Schedule 2.2	**Paragraph:** 9.3.1 **Obligation:** The Authority shall ensure that it has obtained all necessary consents required by data protection Law to disclose Users Personal Data to the MS Supplier and for the MS Supplier to process such Personal Data for the purpose of this paragraph.
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.
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 (at the Authority's expense) 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.
Schedule 2.2	**Paragraph:** 9.5.3 **Obligation:** The Authority shall disclose the result of any External Competency Assessment to the MS Supplier.
Schedule 2.2	**Paragraph:** 12.3 **Obligation:** The Authority shall procure that the US Supplier provides the Service Desk on the Authority's behalf via telephone, email, electronic binding of systems and/or the Self Service User Interface.
Schedule 2.2	**Paragraph:** 12.6 **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.
Schedule 2.2	**Paragraph:** 12.9 **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.
Schedule 2.2	**Paragraph:** 13.3 **Obligation:** The Authority shall take reasonable step 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.
Schedule 2.2	**Paragraph:** 13.4 **Obligation:** The Authority shall not unreasonably withhold or delay approval of separation of Service Incidents.
Schedule 2.2	**Paragraph:** 13.8 **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.

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Schedule 2.2	**Paragraph: 19** **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.
Schedule 2.2	**Paragraph: 19** **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.
Schedule 2.2	**Paragraph:** KPI, MSR 1 (page 51) **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.
Schedule 2.2	**Paragraph:** KPI, SPI MSS9 (page 65) **Obligation:** The Authority shall promptly approve or reject Late Notice Operational Change requests.
Schedule 2.4	**Paragraph:** 2.4, 2.5, 3.1 **Obligation**: Authority has various obligations to review and approve plans or provide feedback on them, which is shall do so promptly and within any timeframe specified in the Agreement, 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.
Schedule 4.1	**Paragraph:** All **Obligation:** If any aspect of the MS Supplier Services relies on 3GPP standards based interworking of elements from Other ESN Suppliers, the Authority shall ensure that these elements comply with the appropriate 3GPP standard specified in the relevant section of Schedule 4.1. If any 3GPP compliant elements from Other ESN Suppliers are incompatible due to implementation variants, the Authority shall chair a dispute resolution process between the MS Supplier and relevant Other ESN Supplier in order that the MS Supplier and Other ESN Provider can reach a timely agreement on the preferred implementation. If the dispute escalates, then in accordance with paragraph 8 of the OLA, 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. The Authority shall procure that the relevant Other ESN Supplier is obliged to follow the same dispute resolution procedure to resolve any dispute arising between the MS Supplier and the Other ESN Supplier.
Schedule 4.1	**Paragraph:** All relevant paragraphs **Obligation:** The Authority has various obligations to provide approval. The Authority's approval shall be given in writing and shall not be unreasonably withheld or delayed.
Schedule 4.1	**Paragraph:** 3.8 (Wifi Access) **Obligation:** […..✂…..]
Schedule 4.1	**Paragraph:** 3.9 **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 Mobile Base Stations to a particular site or emergency.
Schedule 4.1	**Paragraph:** 3.10 **Obligation:** The Authority shall ensure that Gateway Devices use industry standard protocols where applicable. This obligation does not

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	apply to Gateway devices supplied by the Gateway Solution supplier.
Schedule 4.1	**Paragraph:** 3.10 **Obligation:** Authority shall provide rolling six month forecasts of Gateway Device deployment numbers by User Organisations on a monthly basis and in writing.
Schedule 4.1	**Paragraph:** 3.10 **Obligation:** The Authority shall ensure that Gateway Devices comply with the Authority's own requirements in respect of avoidance of interference e.g. avoidance of interference and undesirable interactions with other Gateway Devices and Non-permanent Coverage Enhancements of all types. This obligation is not applicable for Gateway Devices supplied by Gateway Solution supplier.
Schedule 4.1	**Paragraph:** 4.3 **Obligation:** The Authority shall ensure User Devices comply with the following relevant 3GPP standards on RAN sharing to support configuration for multi-operator operations in the Extended area, in particular standard 23.251
Schedule 4.1	**Paragraph:** 3.10 and 5.1 **Obligation:** The Authority shall ensure User Devices & Applications comply with the relevant 3GPP Releases, in particular network interacting Applications.
Schedule 4.1	**Paragraph:** 5.3 **Obligation:** The Authority shall ensure that the US Supplier platforms support 3GPP standards listed in Schedule 4.1, in particular, standard 29.272, 29.211.
Schedule 4.1	**Paragraph:** 5.5 **Obligation:** The Authority shall ensure that the SIMs comply with the relevant 3GPP standards listed in Schedule 4.1, in particular standards: 31.102, 31.103, 33.220 and 33.234. **Obligation**: The Authority shall procure that the US Supplier complies with the MS Supplier's SIM specification and testing requirements for compatibility with the Supplier System.
Schedule 4.1	**Paragraph: 5.8** **Obligation:** The Authority shall ensure that the Mobile Subscription Server supports the Telephony Supplementary Services in accordance with relevant 3GPP standards listed in Schedule 4.1, in particular standards: 22.088, 22.081, 22.072, 22.082, 22.083, 22.084, 24.611, 22.973, 24.604, 24.615, 24.604 and 24.605
Schedule 4.1	**Paragraph: 6.4.2** **Obligation:** The Authority shall ensure that the US Supplier provides the location of POIs between the MS Supplier and the US Supplier within two (2) months following the Effective Date.
Schedule 4.1	**Paragraph:** 6.4.5 **Obligation:** The Authority shall ensure that the US Supplier complies with 3GPP standardised protocols on the Subscriber Management Interface.
Schedule 4.1	**Paragraph:** 6.4.8 **Obligation:** The Authority shall ensure that the US Supplier complies with 3GPP standardised protocols on the Policy Control Interface.
Schedule 4.1	**Paragraph:** 6.4.12 **Obligation:** The Authority shall ensure that the US Supplier complies with 3GPP standardised protocols on Mobile Network Gateway Interface.
Schedule 4.1	**Paragraph:** 6.5 **Obligation:** The Authority shall ensure that the ES Supplier provides

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	the location of the POIs with the MS Supplier within 2 months following Effective Date.
Schedule 4.1	**Paragraph: 3.1** **Obligation:** On reasonably request by the MS Supplier, the Authority shall discuss with the MS Supplier in good faith and provide feedback to the MS Supplier about how the MS Supplier's investments in Coverage could best be targeted in order to achieve the desired Service for the Authority.
Schedule 4.1	**Paragraph:** Sections 4.1 and 4.2 **Obligation:** The Authority shall procure that the ES Supplier will: a. reasonably cooperate with the MS Supplier in all matters related to the Services and work in collaboration with the MS Supplier to enable the MS Supplier to deliver the Services; b. meet its commitments to deliver site access to MS Supplier in a timely manner to provide coverage for the Extended Area Radio Sites; c. make available appropriate staff to collaborate with the MS Supplier in provision of coverage in the Extended Area; d. provide all reasonably necessary assistance to the MS Supplier to finalise the Radio Site Design and any other radio plans; e. provide all reasonably necessary assistance to the MS Supplier develop a realistic delivery schedule of the ES Supplier sites to the MS Supplier to enable delivery of the Services; f. investigate with the MS Supplier how the MS Supplier and the ES Supplier can together minimise the number of visits to a particular Extended Area Radio Site to reduce the risk of delay to the delivery time for the Service; g. deliver the Radio Sites to the MS Supplier in accordance with the Implementation Plan; h. notify the MS Supplier without undue delay if any Radio Sites can be delivered sooner than planned under the Implementation Plan so that the MS Supplier can take advantage of early deliver of the Radio Sites to deliver its Services early too; i. deliver Radio Sites that match the agreed requirements so that we “get it right first time” and ensure smooth installation and commissioning of the Radio Sites; j. deliver the POIs on time and to the specification agreed. k. provide the MS Supplier with information and updates on the POIs as soon as reasonably practicably to allow the MS Supplier to order any leased lines or other related infrastructure and equipment in good time. l. inform the MS Supplier of any proposed or actual change in site design during the Implementation phase that will impact the capability of the MS Supplier to achieve the coverage for the Extended Area; and m. work closely with the MS Supplier to resolve radio planning issues between the Extended Area and the Primary Area due to change to infrastructure or build required subsequent to Implementation (e.g. change Antenna orientation, bearing or height due to implementation of coverage in Primary Area)
Schedule 4.1	**Paragraph:** 5.1.1 **Obligation:** If a ‘multi-carrier scenario’ is specified, an adjustment to the use of Mode 1 may need to be implemented. The Authority shall review the options and discuss the best way forward with the MS Supplier if this is needed, acting reasonably.
Schedule 4.1	**Paragraph**: 6.7 **Obligation:** The Authority shall participate in design governance with

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	the MS Supplier and Other ESN Suppliers.
Schedule 4.1	**Paragraph**: 6.8.1 **Obligation:** The Authority shall initiate and participate in Solution Architecture Design and Documentation with the MS Supplier and Other ESN Suppliers.
Schedule 4.1	**Paragraph**: 12.1.1 **Obligation:** The Authority shall facilitate the required access to relevant premises, office accommodation and other facilities, and space including without limitation those of User Organisations, as may reasonably be requested by the Supplier, to deploy coverage enhancements.
Schedule 6.1	**Paragraph:** All relevant paragraphs **Obligation:** The Authority has various obligations to provide approval. The Authority's approvals shall be given in writing and shall not be unreasonably withheld or delayed.
Schedule 6.1	**Paragraph:** 5.1 **Obligation:** Within fifteen (15) Working Days after the Effective Date, 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 serious of workshops for the purpose of collaborating with each other and coordinating the initial drafting of the Detailed Implementation Plans.
Schedule 6.1	**Paragraph:** 5.1 **Obligation:** The Authority shall participate in Workshops fully and in good faith shall procure that the Other ESN Suppliers use their best endeavours to 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.
Schedule 6.1	**Paragraph:** 7.1(b) **Obligation:** The Authority has an obligation to act reasonably.
Schedule 6.1	**Paragraph:** 10.1 **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.
Schedule 6.1 - Outline Implementation Plan	**Milestone L3.01.5 - Initial Mobilisation** **Obligation:** The Authority shall examine and approve (such approval not to be unreasonably withheld or delayed): High-level Design, Security Management Policy, Security Management Plan, Security Test Results Template, Detailed Implementation Plan, Documentary Deliverables Schedule, Radio Equipment Catalogue, Supplier Test Strategy, All Interface Control Documents, Design Governance Process, Evidence of insurance, Template invoice, Business Continuity and Disaster Recovery Plan. **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 **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 including without limitation between the MS Supplier and the ES Supplier for the Initial Mobilisation. The Authority shall be involved in such discussions to ensure effective collaboration between the MS Supplier and the Other ESN Suppliers.

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Schedule 6.1 - Outline Implementation Plan	**Milestone L3.03 - Service Management Framework** **Obligation:** The Authority shall examine and approve (such approval not to be unreasonably withheld or delayed): Service Management Strategy, Service Portfolio, Service Management Processes, Service Management Systems Design, Service Management Organisation Plan, Capacity Plan, Availability Plan, Maintenance Plan, Operational Change Management, Release Policy, Knowledge Management Strategy, Continuous Improvement Plan, Service Management Framework.
Schedule 6.1 - Outline Implementation Plan	**Milestone L3.06 - Design Baselined** **Obligation:** The Authority shall initiate and lead discussions between the MS Supplier and Other ESN Suppliers on Integration Management Plans. **Obligation:** The Authority shall inspect and approve the Draft Exit Plan (such approval not to be unreasonably withheld or delayed).
Schedule 6.1 - Outline Implementation Plan	**Milestone L3.12 - System Test Complete** **Obligation:** The Authority shall examine and approve the System Test Plan, System Test report (such approval not to be unreasonably withheld or delayed). **Obligation:** The Authority shall complete the Personnel Security Risk Assessment in conjunction with the MS Supplier.
Schedule 6.1 - Outline Implementation Plan	**Milestone L3.16 - Integration and Performance Testing Complete** **Obligation:** The Authority shall examine and approve Performance Test Plan, and Performance Test report.
Schedule 6.1 - Outline Implementation Plan	**Milestone L3.21 - Mobilisation Complete** **Obligation:** The Authority shall authorise payment. **Obligation:** The Authority shall procure that relevant elements of the ESN Services supplied by Other ESN Suppliers meet the relevant standards required for the certification ISO 27001 of the Certified Information Security Management System (ISMS).
Schedule 6.1 - Outline Implementation Plan	**Milestones L3.55 to L3.57.19 (inclusive) - Polygons 1 to 40 operational** **Obligation:** The Authority shall authorise payment for each completed polygon 1 to 40.
Schedule 6.1 - Outline Implementation Plan	**Milestone L3.70 - Exit Plan** **Obligation:** The Authority shall authorise payment when the Exit Plan is delivered and approved.
Schedule 6.1 - Outline Implementation Plan	**Milestone L3.71 - Expiry of the initial terms** **Obligation:** The Authority shall authorise payment on expiry of the initial terms.
Schedule 6.2	**Paragraph:** 7.1(b) **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.
Schedule 8.2	**Paragraph: All relevant paragraphs** The Authority shall act reasonably and fairly in exercising its rights set out in this Schedule.

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Schedule 8.5	**Paragraph:** All paragraphs **Obligation:** The Authority shall: • provide the Supplier with any reasonable new requirements for the finalisation of the Current Exit Plan within 5 Working Days 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; • migrate users of the Services to a Replacement Supplier by the date set out in the Exit Plan, unless otherwise agreed by the parties; • notwithstanding anything any other provision of the Agreement, pay valid Supplier's Charges incurred by the Authority or any User Organisation for the on-going provision of the Services during the Termination Assistance Period in accordance with Schedule 7.1; • pay the Supplier all outstanding invoices, which are not disputed in good faith prior to the start date of commencement of the Termination Assistance Period; • appoint an appropriately skilled, knowledgeable and experienced exit manager to liaise with MS Supplier, the Replacement Supplier and any other interested parties; and • review and agree to the Exit Plan as revised in accordance with paragraph 6 of Schedule 8.5 including any costs, in a timely and reasonable manner.
Schedule 8.6	**Paragraph:** All paragraphs **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.
Terms and Conditions	**Paragraph 23.2:** To the extent that the Authority or any User Organisation processes any Personal Data of which the Supplier is the Data Controller: (a) it shall process such Personal Data in accordance with the instructions from the Supplier; (b) it shall ensure that it has in place appropriate technical and organisational security measures against unauthorised or unlawful processing of such Personal Data and against accidental loss or destruction of, or damage to, Personal Data; (c) it shall not through its act, omission or delay cause the Supplier to breach its obligations under the DPA or otherwise at Law; and (d) it shall immediately notify the Supplier if it becomes aware of or has reasonable ground to suspect that it has not complied with (c) above.

Schedule 3: Table 3.1, Specific Obligations

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