

COMMERCIAL IN CONFIDENCE

SCHEDULE 3

AUTHORITY RESPONSIBILITIES

Authority Responsibilities

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 2.1 (*Services Description*) and Schedule 4.1 (*Solution*) shall not be Authority Responsibilities and the Authority shall have no obligation to perform any such obligations unless they are specifically cross referenced in the table in Paragraph 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 Schedule 2.1 (*Services Description*) and Schedule 4.1 (*Solution*));
 - (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 as defined in the Implementation Plan;
 - (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 (as a licensee only) 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 otherwise as agreed by the Authority (such agreement not to be unreasonably withheld or delayed).

3 SPECIFIC OBLIGATIONS

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 below:

Document	Location (Paragraph)	Responsibility
Change in Law	General	The Authority is responsible for notifying the Supplier of any Specific Change in Law that may have an impact or potential impact on the delivery of the Service
Change in form of entity	General	The Authority is responsible for advising the Supplier of any plans or potential plans for: organisational change, material changes to the Authority's processes and procedures and/or staffing levels that may have a potential impact on the delivery of the Service
2.1 Services Description	Transition and Service	The Authority will participate fully in any escalation procedure and act reasonably where issues (over which the Authority has control and/or influence) are potentially causing Transition delay or could lead to failure of Performance Indicators or impact the Services
2.1 Services Description	paras 3.4.2, and 3.4.3, and 3.7.4, 4.8.4, 4.8.5.5 and 4.9.1.1	The Authority will be responsible for the obligations as set out: <ul style="list-style-type: none"> • in paras 3.4.2, 3.4.3, and 4.8.4; and • (for the Authority's obligations only), , 4.7.4, 4.8.5.5 , 4.9.1.1
4.1 Solution		The Authority will be responsible for all the Authority Responsibilities to the level set out in Annex 1.
6.1 Transition and Project Plans	Annex 1 (Transition)	The Authority, and not the Supplier, will provide any input required to the NHS IGA Information Governance Toolkit (www.igt.hscic.gov.uk). The Supplier will assist with this process by providing information as required to the Authority
6.1 Transition and Project Plans	Annex 1 (Transition)	The Authority has provided the Supplier with ESR System or application documentation that has been produced, or is maintained, by the Authority or the Former Supplier for use during knowledge transfer and will continue to do so in relation to any updates that the Authority may have or receive. In the case of the Former Supplier the information required is as described in the Former Supplier Exit Plan and Service Transfer Documents (STDs)
6.1 Transition and Project Plans	Transition	The Authority will provide access to Authority managers to review and approve transition deliverables and assist with any issue escalation and resolution issues in a timely manner

Document	Location (Paragraph)	Responsibility
6.1 Transition and Project Plans	Annex 1 (Transition)	The Authority will be responsible for providing an updated list and brief summary of existing in-flight projects and backlog of service requests in accordance with the Transition Plan
6.1 Transition and Project Plans	Annex 1 (Transition)	The Authority will procure that the Former Supplier will provide the Supplier with the Production and DR data to enable the Cutover of the live service in accordance with the Exit Plan;
7.3 Benchmarking	Para 2.3	Prior to the issue of a written notice of a Benchmark Review under para 2.1 to Schedule 7.3 the Authority shall inform the Supplier the scope of the Services to be benchmarked
8.6 Business Continuity and Disaster Recovery	Para 7	The Authority will work with the Supplier to manage the timing and scope of the testing of the BCDR Plan