

TCN 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 (*Supplier Solution*) 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 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

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 (*Supplier 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 as otherwise agreed by the Authority (such agreement not to be unreasonably withheld or delayed).
- (f) (where the Authority is required to provide an approval to the Supplier pursuant to the Agreement), subject to the provisions of the Agreement governing the process for approval and any rights of the Authority to withhold or delay its approval, provide such approval within the timescales set out in this Agreement. Where a particular approval process is required, but an approval process is not set out in this Agreement, the Authority shall provide the Supplier with a process to facilitate approval, which shall be subject to the Authority’s right to delay or refuse to give approval where the Supplier has not complied with the approval process and/or the Agreement.

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:

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The Authority shall provide (by a date to be determined by the Authority acting reasonably (having regard, amongst other things, to the Milestone Dates, the implementation of the FTTS Supplier Agreements and consultation with the Supplier) the Supplier with access to the application programming interface (API) that will integrate the Supplier's Scheduling System and the Authority's booking system.
The Authority's API shall request data from the Supplier's Scheduling System to support the Authority to make and manage bookings for Theory Test Candidates and Trainer Bookers.
The Authority will provide the approval of requests from Candidates for Non-Standard Accommodations and will provide the Supplier with details regarding (i) the type of support that is required by the Candidate and (ii) the Candidate's preferred booking date and time, so that the Supplier may organise the approved support within the timescales set out in this Agreement.
The Authority will provide (by a date to be determined by the Authority acting reasonably (having regard, amongst other things, to the Milestone Dates, the implementation of the FTTS Supplier Agreements and consultation with the Supplier) the Supplier with an admissions and test management system (comprising of a number of interfaces) for the Supplier to perform its obligations to carry out the admission, invigilation and test management activities in Test Centre Sites.
The Authority will provide (by a date to be determined by the Authority acting reasonably (having regard, amongst other things, to the Milestone Dates, the implementation of the FTTS Supplier Agreements and consultation with the Supplier) an Incident Management system (comprising of a number of interfaces) to allow the Supplier to notify the Authority of incidents that impact the Supplier's ability to perform its obligations under the Agreement or have the potential to adversely affect the delivery and/or integrity of the Services.
The Authority shall provide (by a date to be determined by the Authority acting reasonably (having regard, amongst other things, to the Milestone Dates, the implementation of the FTTS Supplier Agreements and consultation with the Supplier) the Supplier with an appropriate number of embossers that are required to be used to emboss the Theory Test Result letter prior to it being handed to Candidate.
The Authority shall provide (at a time, place and frequency to be determined by the Authority acting reasonably (having regard to consultation with the Supplier) training to the Supplier's

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staff for Oral Language Modification to support the Supplier's delivery of Oral Language Modification accommodations to Candidates.
The Authority will provide (by a date to be determined by the Authority acting reasonably (having regard, amongst other things, to the Milestone Dates, the implementation of the FTTTS Supplier Agreements and consultation with the Supplier) and manage the Identity and Access Management system so that the Suppliers identity and access management system can be federated to it and facilitate authorised Supplier Personnel to access those part of the Authority System that are necessary for the Supplier to perform its obligations under this Agreement.
The Authority shall ensure that the design of any IT service management processes that the Authority is responsible for producing that define (i) how the Supplier and Authority shall interact and (ii) provide a consistent framework for IT service management, are based on ITIL standards.
Without prejudice to the Supplier's obligations under this Agreement in relation to changes to IT and IT incidents/problem resolution, where communication by the Authority with the Supplier is necessary to resolve an IT incident, problem or implement a technical change to the IT that affects the operation of the Services, the Authority shall notify the Supplier of the relevant details of the incident, problem or change request.
In respect of each Test phase, the Authority shall perform those obligations which are set out in the Test Strategy (as approved in writing by the Authority pursuant to the provisions of Schedule 6.2 (Testing and Acceptance)).