

Agreement relating to Coverage Assurance Goods and Services

Schedule 8.1 (Governance)

SCHEDULE 8.1

GOVERNANCE

1 General Principles

- 1.1 This Schedule sets out the governance procedures put in place between the Authority and the Supplier.
- 1.2 The governance of this Agreement is between the Authority and the Supplier.
- 1.3 The Supplier will be required to attend monthly meetings with the Authority (the “**Monthly Meeting**”) to manage the delivery of this Agreement throughout the Contract Period.
- 1.4 The Supplier and the Authority shall appoint suitable representatives in accordance with Clause 26 to attend the Monthly Meetings.

2 Management of the Agreement

- 2.1 The Supplier and the Authority shall ensure that appropriate resources are made available on a regular basis such that the aims, objectives and specific provisions of this Agreement can be fully realised.

3 Monthly Meetings

- 3.1 The Supplier Representative and Authority Representative shall attend all Monthly Meetings.
- 3.2 Where the Supplier Representative or Authority Representative are unable to attend the Monthly Meeting, the Supplier or Authority (as applicable) shall appoint a suitable deputy to attend in place of the Supplier Representative or Authority Representative as applicable (each a “**Nominated Deputy**”). The Nominated Deputy shall be empowered to make decisions on behalf of the relevant Party as if they were the Supplier Representative or Authority Representative as applicable.
- 3.3 The purpose of the Monthly Meeting will be to review the technical, commercial and delivery aspects (including any change) of the Agreement. Both Parties shall ensure that suitable representatives attend these meetings.
- 3.4 The Monthly Meetings will take place at a location that the Authority shall dictate from time to time.
- 3.5 At the Monthly Meeting the Supplier shall:
 - (a) provide update reports which summarise key aspects and progress of Coverage Assurance including the project documentation Deliverables listed in Annex 1 to Schedule 6.1 (Implementation Plan);
 - (b) provide a minuted record of decisions and actions;
 - (c) provide guidance on policy matters which may impact on delivery; and
 - (d) table for discussion and resolution any disputes prior to referring to the Dispute Resolution Procedure.

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- 3.6 The Supplier shall provide the Authority's Project Manager with the last Monthly Meeting minutes no later than five (5) Working Days after the Monthly Meeting has taken place.
- 3.7 The Supplier shall provide the Authority's Project Manager with the agenda for each Monthly Meeting and any other documents (the "**Agenda**") no later than three (3) Working days prior to the Monthly Meeting taking place.
- 3.8 The Agenda shall as a minimum include:
- (a) progress against the Implementation Plan;
 - (b) highlights from the previous' Monthly Meeting;
 - (c) performance review for the previous Month;
 - (d) progress on any Rectification Plans; and
 - (e) progress on Physical Test Services.

4 Project Delivery

- 4.1 Coverage Assurance shall be managed at the day to day level through the Supplier's Project Manager or appointed representative and the Authority's Project Manager or appointed representative in accordance with the Implementation Plan.
- 4.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Authority, processes for:
- (a) the identification and management of risks. The project risk register shall be completed and maintained by the Supplier and submitted for review by both Parties at the Monthly Meeting;
 - (b) the identification and management of issues;
 - (c) monitoring and controlling Physical Test Services; and
 - (d) document control and management.
- 4.3 The Supplier shall submit weekly reports (the "**Weekly Reports**") to the Authority's Project Manager by 17:00 hours on the Tuesday of every week from the Contract Commencement Date up to the issuing of Milestone Achievement Certificate 18 and 19. The weekly reports shall as a minimum contain the following information:
- (a) executive summary;
 - (b) planned activity in the next week;
 - (c) progress against the plan from the previous week;
 - (d) deviation from scheduled plans together with reasons and a date to provide a plan to recover from the deviation;
 - (e) the top five (5) risks, evaluated in line with the agreed Coverage Assurance project risk log, together with mitigations, and

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- (f) the top five (5) issues, evaluated in line with the agreed Coverage Assurance project issues log, together with recovery plans.

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Schedule 8.2 (Variation Form)

SCHEDULE 8.2

VARIATION FORM

Variation Form No:

.....

BETWEEN:-

THE SECRETARY OF STATE FOR THE HOME DEPARTMENT, whose principal place of business is at 2 Marsham Street, London, SW1P 4DF (the "**Authority**") and

[NAME OF THE SUPPLIER], a company registered in [INSERT SUPPLIER'S COUNTRY OF REGISTRATION] whose registered office is at [ADDRESS OF SUPPLIER] and whose registered number is [INSERT SUPPLIER'S REGISTERED NUMBER] (the "**Supplier**" and together with the Authority the "**Parties**")

WHEREAS:

- (A) The Authority and the Supplier entered into a contract relating to Coverage Assurance Goods and Services in relation to the Emergency Services Network on [INSERT DATE AGREEMENT EXECUTED] (the "**Agreement**").
- (B) [INSERT BRIEF BACKGROUND TO VARIATION]
- (C) The Parties agree that the terms of the Agreement shall be amended in accordance with this Variation Form.

IT IS AGREED AS FOLLOWS

1. INTERPRETATION

1.1 In this Variation Form:

- 1.1.1 unless expressly provided or the context otherwise requires, words and expressions shall have the meanings given to them in the Agreement; and
- 1.1.2 the general rules of interpretation set out in Clause 1 of the Agreement shall apply.

2. CONSIDERATION

- 2.1 In consideration of [the sum of £1.00, receipt of which the [Authority][Supplier] hereby acknowledges][the mutual rights and obligations contained herein], the Parties agree to amend the Agreement as set out below.

3. VARIATION

- 3.1 The Agreement is varied as set out in the appendix to this Variation Form and shall take effect on the date signed by both Parties:-
- 3.2 The Agreement, including any previous Variations, shall remain effective and unaltered except as amended by this Variation Form.

4. GOVERNING LAW AND JURISDICTION

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- 4.1 This Variation Form and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and interpreted in accordance with the law of England.
- 4.2 The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) that arises out of, or in connection with, this Variation Form or its subject matter or formation.

Signed by an authorised signatory for and on behalf of the Authority

Signature:

Name (in capital letters):

Date:

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature:

Name (in capital letters):

Date:

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Appendix to Variation Form [INSERT VARIATION FORM NUMBER]

The following changes to the Agreement between the Authority and the Supplier dated [INSERT DATE OF AGREEMENT] as amended from time to time:

1. [INSERT DETAILS OF VARIATIONS]

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Schedule 8.3 (Management Information)

1. GENERAL REQUIREMENTS

- 1.1 The Supplier shall operate and maintain appropriate systems, processes and records to ensure that it can, at all times, deliver timely and accurate Management Information to the Authority in accordance with the provisions of this Schedule 8.3 (Management Information).

2. MANAGEMENT INFORMATION AND FORMAT

- 2.1 The Supplier agrees to provide timely, full, accurate and complete MI Reports to the Authority which incorporates the data, in the correct format, as agreed in the development of the MI Reporting Template.
- 2.2 The Authority may from time to time make changes to the MI Reporting Template including to the data required or format of the report and issue a replacement version of the MI Reporting Template to the Supplier. The Authority shall give notice in writing of any such change to the MI Reporting Template and shall specify the date from which the replacement MI Reporting Template must be used for future MI Reports which date shall be at least thirty (30) calendar days following the date of the notice.
- 2.3 If the MI Reporting Template is amended by the Authority at any time, then the Supplier agrees to provide all future MI Reports in accordance with the most recent MI Reporting Template issued by the Authority.
- 2.4 The Supplier may not make any amendment to the MI Reporting Template without prior written consent of the Authority.

3. FREQUENCY

- 3.1 It is anticipated that MI Reports will be required on a monthly basis but will be agreed at the time of establishing the MI Template.
- 3.2 The Supplier must return the MI Report for each Month even where there are no transactions to report in the relevant Month (a "**Nil Return**").
- 3.3 The Supplier must inform the Authority of any errors or corrections to the Management Information:
- 3.3.1 in the next MI Report due immediately following discovery of the error by the Supplier; or
- 3.3.2 as a result of the Authority querying any data contained in an MI Report.

4. DEFECTIVE MANAGEMENT INFORMATION

- 4.1 The Supplier acknowledges that it is essential that the Authority receives timely and accurate Management Information pursuant to this Agreement.

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- 4.2 Following an MI Failure the Authority may issue reminders to the Supplier or require the Supplier to rectify defects in the MI Report provided to the Authority. The Supplier shall rectify any deficient or incomplete MI Report as soon as possible and not more than five (5) Working Days following receipt of any such reminder.

Meetings

- 4.3 The Supplier agrees to attend meetings between the Parties in person to discuss the circumstances of any MI Failure(s) at the request of the Authority (without prejudice to any other rights the Authority may have). If the Authority requests such a meeting the Supplier shall propose measures to ensure that the MI Failures are rectified and do not occur in the future. The Parties shall document these measures and continue to monitor the Supplier's performance.

Escalation

- 4.4 Where the Authority has:
- (a) issued a reminder in relation to an MI Failure pursuant to paragraph 4.2 and the Supplier has failed to remedy that MI Failure within five (5) Working Days of receipt of that reminder; or
 - (b) requested that the Supplier attend a meeting with the Authority to discuss the circumstances of any MI Failures pursuant to paragraph 4.3 and the Supplier fails to:
 - (i) propose any measures to ensure that the MI Failure is rectified and does not occur in the future; or
 - (ii) put into practice any measures documented for rectifying the MI Failure at the meeting within five (5) working days of that meeting,

the Authority may issue a notice to the Supplier convening a board level meeting to be attended by the Authority Representative, the Supplier Representative, the Supplier's finance director and any other Supplier Personnel that the Authority reasonably requires to attend at which the Supplier shall propose and document measures to rectify the MI Failure(s) within five (5) Working Days of the meeting.

- 4.5 If the Supplier fails to rectify an MI Failure in accordance with Paragraph 4.4, a material default shall have occurred and the Authority may implement the Rectification Plan or terminate this Agreement pursuant to Clause 45.2.1(d)(vii).

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ANNEX 1

MI REPORTING TEMPLATE

- (1) **Annex 1 to be agreed in accordance with MS2; Milestone to agree MI Reporting Template**

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Schedule 8.4 Operating Level Agreement (OLA)

CONTRACT SCHEDULE 8.4

(Operating Level Agreement)

1. Introduction

- 1.1 The Supplier acknowledges that the delivery of the Coverage Solution to be provided by the Supplier under this Agreement is part of the ESMCP which relates to ESN.
- 1.2 The Authority has appointed Other ESN Suppliers to deliver other services as part of the ESMCP and the Authority has accountability for the end to end delivery of all services.
- 1.3 The success of ESMCP and the ESN services relies, in part, on collaboration across the Authority, the Supplier and the Other ESN Suppliers.
- 1.4 The Authority has or will develop in-house capability and experience to facilitate the multi-supplier service delivery environment and each of the Authority, the Supplier and the Other ESN Suppliers shall work together with each other to achieve the delivery of the end to end ESN services.

2. Definitions

- 2.1 In this Schedule the following definitions shall apply:

“Collaboration” has the meaning given to it in paragraph 4.1 of this Schedule 8.4 (Operating Level Agreement);

“Required Behaviours” has the meaning given to it in paragraph 5.1 of this Schedule 8.4 (Operating Level Agreement);

3. Purpose

- 3.1 This Schedule describes how the Supplier will provide operating level agreement based services to the Authority, for the benefit of the Authority and Other ESN Suppliers in the performance of their obligations to deliver services to the Authority and to ensure that the services delivered to the Authority meet the agreed service levels and contracts.
- 3.2 This OLA is governed by the terms of the Agreement and nothing in it shall create a binding legal relationship between the Supplier and the Other ESN Suppliers.
- 3.3 Any architectural, technical and service policies and standards that relate to the collaboration services shall be as set out in Schedule 2.3 (Standards) or as otherwise set out in this Agreement.

4. COLLABORATION APPROACH

- 4.1 The Supplier shall work together with the Other ESN Suppliers to provide end-to-end services to the Authority (**“Collaboration”**).
- 4.2 The Supplier acknowledges that Collaboration is central to the success of the multi-supplier service delivery environment across a large number of contracts delivering end-to-end services to the Authority and the User Organisations.
- 4.3 The Supplier shall comply with any relevant ESN management frameworks as applicable to their aspects of the provision of the ESN services. Such management frameworks include but are not limited to the following:

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- 4.3.1 Programme Management Approach - This provides the overall programme management structure for the delivery of the end-to-end ESN services and is managed by the Delivery Partner;
 - 4.3.2 Document Management Contract - This provides the overall document management structure for the delivery of the end-to-end ESN services and is managed by the Delivery Partner; and
 - 4.3.3 Service Management Contract - This provides the overall service management structure for the delivery of the end-to-end ESN services and is managed by the US Supplier.
- 4.4 These documents, as amended and updated from time to time, shall be provided to the Supplier as required.

5. REQUIRED BEHAVIOURS

- 5.1 The Supplier acknowledges that Collaboration requires the following behaviours ("**Required Behaviours**"):

- 5.1.1 **Collaborative Intention:** the Supplier must act in good faith towards the Other ESN Suppliers, adopt and maintain a genuine non-defensive stance in its dealings with each of the Other ESN Suppliers and commit to making its relationships with each of the Other ESN Suppliers mutually successful;
- 5.1.2 **Openness:** the Supplier must be honest in its dealings with each of the Other ESN Suppliers and open to honest feedback and must commit to creating a culture of openness that encourages all parties to raise and discuss concerns, solve problems and deal directly with any issues, including difficult issues;
- 5.1.3 **Self-Accountability:** the Supplier must take responsibility for their circumstances, choices, actions and inactions, including intended and unforeseen consequences of those. The Supplier must prioritise achieving solutions to problems or issue over seeking to blame any Other ESN Supplier;
- 5.1.4 **Self-Awareness and Awareness of Others:** the Supplier must commit to understanding their own organisations and issues within their own organisations as well as understanding the concerns, intentions and motivations of the Other ESN Suppliers and the culture and context of the Other ESN Suppliers;
- 5.1.5 **Problem Solving and Negotiating:** the Supplier must use problem-solving methods that promote a collaborative atmosphere and avoid fostering covert, overt, conscious or unconscious enmity, conflicts or point-scoring against Other ESN Suppliers;
- 5.1.6 **Promote Value:** Supplier must demonstrate a preparedness to innovate and adopt best practices and be forthcoming in initiating proposals for new best practices which could deliver improved value across the ESN services as a whole and to the Authority; and
- 5.1.7 **Forward Looking:** Supplier must take a forward-looking approach that does not dwell on past issues, conflicts of delivery methods other than ensuring that past lessons are learnt so as to maximise the effective delivery of end-to-end services across ESN as a whole.

- 5.2 The Supplier shall work together with the Other ESN Suppliers to facilitate the provision of services to the Authority and the User Organisations to promote the delivery of value which is greater than the sum of the ESN services' parts.

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6. COLLABORATION PRINCIPLES

Each Party acknowledges that the Collaboration approach is based on the following principles which apply to the Authority, to the Supplier and to each of the Other ESN Suppliers respectively, and in relation to which the Authority has included the same or similar Collaboration terms within each Other ESN Supplier's contract with it.

6.1 Authority Actions

6.1.1 The Authority shall lead by example and set the standard for Collaboration in the multi-supplier service delivery environment. The Authority will provide:

- (a) clear and proactive leadership, direction and communication;
- (b) a clear articulation of its end-to-end service levels (where appropriate) to enable each ESN Supplier to understand its role in the provision of end-to-end services where applicable;
- (c) an inclusive and responsive governance approach;
- (d) a mechanism to recognise and resolve collaborative differences between the Supplier and Other ESN Suppliers;
- (e) clear identification of the Authority's roles, responsibilities and accountabilities as set out in each supplier's respective Schedule 3.1 (Authority Responsibilities);
- (f) a transparent decision-making process to facilitate timely solutions; and
- (g) a focus on supplier relationship management.

6.1.2 The Authority shall encourage:

- (a) a listening culture that takes an appropriately balanced view of a situation;
- (b) an environment in which the Supplier and Other ESN Suppliers can raise issues about each party's service requirements or opinions about how to improve the delivery of ESN services end-to-end;
- (c) effective demand management over appropriate planning horizons and a supplier relationship management approach aimed at delivering a no-surprises culture; and
- (d) an environment in which, when things go wrong, the first priority is to encourage joint resolution of the issue.

6.2 The Supplier and Other ESN Suppliers Actions

6.2.1 The Supplier and each of the Other ESN Suppliers shall ensure any individual representing their organisations:

- (a) engage in open and honest dialogue;
- (b) exhibit pragmatism and flexibility;
- (c) exhibit the Required Behaviours to meet ESN Services' objectives;
- (d) trust and collaborate with Other ESN Suppliers within the multi-supplier service delivery environment;
- (e) accept responsibility for their actions;
- (f) behave in a fair and reasonable manner;
- (g) identify anything that will or is likely to prejudice the delivery of the end-to-end ESN services as soon as it becomes apparent;
- (h) ensure consistency and material compliance by any Supplier Personnel with the Required Behaviours;
- (i) ensure that any Supplier Personnel provides prompt and constructive responses to operational and project issues; and
- (j) ensure continuity of any Supplier Personnel in accordance with Key Personnel obligations in their respective agreements with the Authority.

6.2.2 The Supplier and each of the Other ESN Suppliers in addition to delivering its goods, products or services to the Authority, shall:

- (a) appoint a Supplier's Project Manager who shall be accountable, and act as an escalation point, for issues related to Required Behaviours within their organisation including, if required, attending a Multi Party Dispute Resolution Board (as set out below) as required. The Supplier's Project Manager shall be included in Schedule 4.3 (Key Personnel) or equivalent;
- (b) upon request of the Authority, take part in collaboration maturity assessments based on BSI Group Standard BS 11000 (Collaborative Business Relationships) (as amended or superseded or replaced by the relevant European Standard from time to time), such maturity assessments to usually be in the form of questionnaires to be completed each 6 months and / or which may require on occasion attendance at an interview or collaboration event;
- (c) participate in innovation events to be held no more frequently than every six (6) months;
- (d) resolve collaboration related problems that relate to or subsist in their services; and
- (e) attend and participate in collaboration training events as appropriate.

6.3 Collaborative working culture

6.3.1 The Supplier acknowledges that the multi-supplier service delivery environment is predicated on the Supplier and the Other ESN Suppliers working together as a virtual team, with each delivering their element to the best of its ability whilst:

- (a) maintaining professionalism throughout;
- (b) adhering to a 'fix first', discuss later approach;
- (c) ensure that the best resources for a job are utilised and that any unnecessary duplication of effort is eradicated;
- (d) avoid hindering the provision of the end-to-end ESN services by the Other ESN Suppliers and itself;
- (e) proactively contributing to incident and problem resolution;
- (f) sharing information on risks before they become issues; and
- (g) providing a User Organisation focused service.

7. OLA REPORTING

Within ten (10) Working Days after the end of each Month the Supplier shall provide a written report to the Authority which summarises any interactions with the Other ESN Suppliers during the preceding period and its performance against the obligations in respect of collaboration as set out within this Schedule. If no interaction has taken place, the reporting shall be nil return confirmation.

8. ISSUE RESOLUTION AND ESCALATION

8.1 Where issues arise between the Supplier and any Other ESN Supplier(s), the Supplier will be expected to resolve such issues in accordance with the provisions of paragraph 6.2.2 above and wherever possible to first resolve differences directly with the Other ESN Supplier(s) using the Required Behaviours. Where this is not possible and the matter has to be escalated, a Multi Party Dispute Resolution Board will be established in accordance with the provisions of Clause 9 below.

8.2 Other than those outcomes of the Multi Party Dispute Resolution Board set out in paragraph 8.1 or equivalent, the Multi-Party Dispute Resolution Board may require:

- 8.2.1 attendance by individuals involved in the issues at collaboration training to correct misunderstandings and reduce the likelihood of a repeat occurrence;
or
- 8.2.2 the replacement or removal of Supplier Personnel pursuant to the provisions of Clause 32 (Supplier Personnel) where such person's actions, inactions or behaviours has or is likely to have instigated or prevented resolution of a dispute or issue.

9. NON-FINANCIAL REMEDIES

9.1 Aside from the escalation pursuant to Paragraphs 6.2.2 or 8, if, in the reasonable opinion of the Authority, the Supplier persistently fails to demonstrate the Required Behaviours the following actions may be taken.

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- 9.1.1 The Authority may require that such Supplier attend an exceptional Supplier Review Meeting to be convened by serving not less than five (5) Working Days' notice.
- 9.1.2 At such exceptional Supplier Review Meeting, the Supplier's Project Manager will be required to detail the actions it will take to prevent further failures to demonstrate the Required Behaviours and, in the event that:
- (a) the actions proposed by the Supplier's Project Manager fail to address the breach of Required Behaviours;
 - (b) the Authority reasonably believes that such actions will not or are unlikely to remedy the failure to demonstrate the Required Behaviours or that the timescales for delivering such actions are inappropriate; or
 - (c) 30 calendar days, or such other number of days agreed between the Parties, after the exceptional Supplier Review Meeting, the Supplier fails to implement the remedial actions discussed at the meeting,
- the Authority may request a formal Rectification Plan from the Supplier to resolve the issue.
- 9.2 In the event that the Rectification Plan referred to in Paragraph 9.1.2 fails to remedy the breach of Required Behaviours within 30 calendar days of the parties agreeing the Rectification Plan, the Supplier shall have committed a material Default and the Authority may either request a further Rectification Plan or terminate the Agreement with the Supplier pursuant to Clause 45.2.1(d)(viii).
- 9.3 The Authority may publish a collaboration report which, at the Authority's sole discretion, will be accessible and available across Government.

10. MULTI-PARTY DISPUTE RESOLUTION BOARD

- 10.1 In the event that an issue arises between the Supplier and any Other ESN Supplier(s) and such issue is not capable of being resolved informally between the parties, the Authority, the Supplier and the Other ESN Supplier(s) shall convene a Multi-Party Dispute Resolution Board meeting.
- 10.2 The Supplier shall submit any supporting information as required prior to the MPDR Board meeting.
- 10.3 The Supplier's Programme Director shall be required to attend the MPDR Board meeting.
- 10.4 The Authority will endeavour to provide a minimum of 10 calendar days' notice to parties required to attend a MPDR Board meeting.
- 10.5 The MPDR Board meeting shall be chaired by the ESN Programme Director and attended by programme directors representing the Other ESN Suppliers.
- 10.6 The Multi Party Dispute Resolution Board will determine the best course of action to resolve the issue(s) across the end-to-end ESN services and associated products as a whole.
- 10.7 In seeking to resolve or settle any issue referred to the MPDR Board pursuant to this Schedule 8.4 (Operating Level Agreement) (an "**MPDR Issue**"), the MPDR Board

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members shall have regard to the principle that any MPDR Issue should be determined based on the contractual rights and obligations between the parties affected by the MPDR Issue, including the Authority, and their respective collaboration obligations. Any apportionment of the costs of the MPDR Issue determined by the MPDR Board shall reflect the separate components and obligations of each party affected by the MPDR Issue.

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Schedule 8.5 (Dispute Resolution Procedure)

SCHEDULE 8.5

DISPUTE RESOLUTION PROCEDURE

1. DEFINITIONS

1.1 In this Schedule 8.5 (Dispute Resolution Procedure), the following definitions shall apply:

| | |
|--|---|
| "CEDR" | means the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU; |
| "Counter Notice" | has the meaning given to it in paragraph 7.2 of this Schedule 8.5 (Dispute Resolution Procedure); |
| "Dispute Notice" | has the meaning given to it in paragraph 2.1.2 of this Schedule 8.5 (Dispute Resolution Procedure); |
| "Expert" | means the person appointed by the Parties in accordance with paragraph 6.2 of this Schedule 8.5 (Dispute Resolution Procedure); |
| "Expert Determination" | has the meaning given to it in paragraph 6.1 of this Schedule 8.5 (Dispute Resolution Procedure); |
| "Mediation Notice" | has the meaning given to it in paragraph 4.2 of this Schedule 8.5 (Dispute Resolution Procedure); |
| "Mediator" | means the independent third party appointed in accordance with paragraph 5.2 of this Schedule 8.5 (Dispute Resolution Procedure); |
| "Multi-Party Dispute Representatives" | has the meaning given in paragraph 9.5 of this Schedule 8.5 (Dispute Resolution Procedure); |
| "Multi-Party Procedure Initiation Notice" | has the meaning given to it in paragraph 9.2.1 of this Schedule 8.5 (Dispute Resolution Procedure); and |
| "Supplier Request" | has the meaning given to it in paragraph 9.2.2 of this Schedule 8.5 (Dispute Resolution Procedure). |

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2. INTRODUCTION

2.1 If a Dispute arises then:

2.1.1 the Authority's Project Manager and the Supplier's Project Manager shall attempt in good faith to resolve the Dispute; and

2.1.2 if such attempts are not successful within a period of thirty (30) Working Days (or ten (10) Working Days if either party would be materially disadvantaged by a delay in resolving the Dispute), then either Party may serve written notice to the other that it wishes to resolve the Dispute via the Dispute Resolution Procedure (a "**Dispute Notice**").

2.2 The Dispute Notice:

2.2.1 shall set out:

- (a) the material particulars of the Dispute;
- (b) the reasons why the Party serving the Dispute Notice believes that the Dispute has arisen; and
- (c) if the Party serving the Dispute Notice believes that the Dispute should be dealt with under the Expedited Dispute Timetable as set out in paragraph 3.2, the reason why; and

2.2.2 may specify in accordance with the requirements of paragraphs 9.2.1 and 9.2.2 that the Party issuing the Dispute Notice has determined (in the case of the Authority) or considers (in the case of the Supplier) that the Dispute is a Multi-Party Dispute, in which case the provisions of paragraph 9 shall apply.

2.3 Unless agreed otherwise in writing, the Parties shall continue to comply with their respective obligations under this Agreement regardless of the nature of the Dispute and notwithstanding the referral of the Dispute to the Dispute Resolution Procedure set out in this Schedule 8.5 (Dispute Resolution Procedure).

2.4 Subject to paragraph 4.2, the Parties shall seek to resolve Disputes:

2.4.1 first by commercial negotiation (as prescribed in paragraph 4);

2.4.2 then by mediation (as prescribed in paragraph 5); and

2.4.3 lastly by recourse to arbitration (as prescribed in paragraph 7) or litigation (in accordance with Clause 62 (Governing Law and Jurisdiction)). Specific issues shall be referred to Expert Determination (as prescribed in paragraph 6) where specified under the provisions of this Agreement and may also be referred to Expert Determination where otherwise appropriate as specified in paragraph 6 (Expert Determination).

3. EXPEDITED DISPUTE TIMETABLE

3.1 In exceptional circumstances where the use of the times in this Schedule 8.5 (Dispute Resolution Procedure) would be unreasonable, including (by way of example) where one Party would be materially disadvantaged by a delay in resolving the Dispute, the Parties may agree to use the Expedited Dispute Timetable. If the Parties are unable to reach agreement on whether to use of the Expedited Dispute Timetable within five (5) Working Days of the issue of the Dispute Notice, the use of the Expedited Dispute Timetable shall be at the sole discretion of the Authority.

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- 3.2 If the use of the Expedited Dispute Timetable is determined in accordance with paragraph 3 or is otherwise specified under the provisions of this Agreement, then the following periods of time shall apply in lieu of the time periods specified in the applicable paragraphs of this Schedule 8.5 (Dispute Resolution Procedure):
- 3.2.1 in paragraph 4.2.3, ten (10) Working Days;
 - 3.2.2 in paragraph 5.2, ten (10) Working Days;
 - 3.2.3 in paragraph 6.2, five (5) Working Days; and
 - 3.2.4 in paragraph 7.2, ten (10) Working Days.
- 3.3 If at any point it becomes clear that an applicable deadline cannot be met or has passed, the Parties may (but shall be under no obligation to) agree in writing to extend the deadline. If the Parties fail to agree within 2 Working Days after the deadline has passed, the Authority may set a revised deadline provided that it is no less than 5 Working Days before the end of the period of time specified in the applicable paragraphs (or 2 Working Days in the case of paragraph 6.2). Any agreed extension shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension. If the Authority does not set such a revised deadline then the use of the Expedited Dispute Timetable shall cease and the normal time periods shall apply from that point onwards.

4. COMMERCIAL NEGOTIATIONS

- 4.1 Following the service of a Dispute Notice, the Authority and the Supplier shall use reasonable endeavours to resolve the Dispute as soon as possible, by discussion between the Authority's Project Manager and the Supplier's Project Manager, such discussions being commercial negotiations.
- 4.2 If:
- 4.2.1 either Party is of the reasonable opinion that the resolution of a Dispute by commercial negotiation, or the continuance of commercial negotiations, will not result in an appropriate solution; or
 - 4.2.2 the Parties have already held discussions of a nature and intent (or otherwise were conducted in the spirit) that would equate to the conduct of commercial negotiations in accordance with this paragraph 4; or
 - 4.2.3 the Parties have not settled the Dispute in accordance with paragraph 4.1 within thirty (30) Working Days of service of the Dispute Notice,
- either Party may serve a written notice to proceed to mediation (a "**Mediation Notice**") in accordance with paragraph 5.

5. MEDIATION

- 5.1 If a Mediation Notice is served, the Parties shall attempt to resolve the dispute in accordance with CEDR's Model Mediation Agreement which shall be deemed to be incorporated by reference into this Agreement.
- 5.2 If the Parties are unable to agree on the joint appointment of a Mediator within thirty (30) Working Days from service of the Mediation Notice then either Party may apply to CEDR to nominate the Mediator.
- 5.3 If the Parties are unable to reach a settlement in the negotiations at the mediation, and only if the Parties so request and the Mediator agrees, the Mediator shall produce for the Parties a

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non-binding recommendation on terms of settlement. This shall not attempt to anticipate what a court might order but shall set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.

- 5.4 Any settlement reached in the mediation shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Parties (in accordance with the procedure for variations under Clause 28 (Variation Procedure) where appropriate). The Mediator shall assist the Parties in recording the outcome of the mediation.

6. EXPERT DETERMINATION

- 6.1 If a Dispute relates to any aspect of the technology underlying the provision of the Goods and/or Services or otherwise relates to an ICT technical, financial technical or other aspect of a technical nature (as the Parties may agree) and the Dispute has not been resolved by discussion or mediation, then either Party may request (which request will not be unreasonably withheld or delayed) by written notice to the other that the Dispute is referred to an Expert for determination ("**Expert Determination**").

- 6.2 The Expert shall be appointed by agreement in writing between the Parties, but in the event of a failure to agree within ten (10) Working Days, or if the person appointed is unable or unwilling to act, the Expert shall be appointed on the instructions of the President of the British Computer Society (or any other association that has replaced the British Computer Society).

- 6.3 The Expert shall act on the following basis:

- 6.3.1 he/she shall act as an expert and not as an arbitrator and shall act fairly and impartially;
- 6.3.2 the Expert's determination shall (in the absence of a material failure by either Party to follow the agreed procedures) be final and binding on the Parties;
- 6.3.3 the Expert shall decide the procedure to be followed in the determination and shall be requested to make his/her determination within thirty (30) Working Days of his/her appointment or as soon as reasonably practicable thereafter and the Parties shall assist and provide the documentation that the Expert requires for the purpose of the determination;
- 6.3.4 any amount payable by one Party to another as a result of the Expert's determination shall be due and payable within twenty (20) Working Days of the Expert's determination being notified to the Parties;
- 6.3.5 the process shall be conducted in private and shall be confidential; and
- 6.3.6 the Expert shall determine how and by whom the costs of the determination, including his/her fees and expenses, are to be paid.

7. ARBITRATION

- 7.1 The Authority may at any time before court proceedings are commenced refer the Dispute to arbitration in accordance with the provisions of paragraph 7.4.

- 7.2 Before the Supplier commences court proceedings or arbitration, it shall serve written notice on the Authority of its intentions and the Authority shall have fifteen (15) Working Days following receipt of such notice to serve a reply (a "**Counter Notice**") on the Supplier requiring the Dispute to be referred to and resolved by arbitration in accordance with paragraph 7.4 or be subject to the jurisdiction of the courts in accordance with Clause 62 (Governing Law and Jurisdiction). The Supplier shall not commence any court proceedings or arbitration until the expiry of such fifteen (15) Working Day period.

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- 7.3 If:
- 7.3.1 the Counter Notice requires the Dispute to be referred to arbitration, the provisions of paragraph 7.4 shall apply;
 - 7.3.2 the Counter Notice requires the Dispute to be subject to the exclusive jurisdiction of the courts in accordance with Clause 62 (Governing Law and Jurisdiction), the Dispute shall be so referred to the courts and the Supplier shall not commence arbitration proceedings;
 - 7.3.3 the Authority does not serve a Counter Notice within the fifteen (15) Working Day period referred to in paragraph 7.2, the Supplier may either commence arbitration proceedings in accordance with paragraph 7.4 or commence court proceedings in the courts in accordance with Clause 62 (Governing Law and Jurisdiction) which shall (in those circumstances) have exclusive jurisdiction.
- 7.4 In the event that any arbitration proceedings are commenced pursuant to paragraphs 7.1 to 7.3, the Parties hereby confirm that:
- 7.4.1 all disputes, issues or claims arising out of or in connection with this Agreement (including as to its existence, validity or performance) shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration ("**LCIA**") (subject to paragraphs 7.4.5, 7.4.6 and 7.4.7);
 - 7.4.2 the arbitration shall be administered by the LCIA;
 - 7.4.3 the LCIA procedural rules in force at the date that the Dispute was referred to arbitration shall be applied and are deemed to be incorporated by reference into this Agreement and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;
 - 7.4.4 if the Parties fail to agree the appointment of the arbitrator within ten (10) days from the date on which arbitration proceedings are commenced or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
 - 7.4.5 the chair of the arbitral tribunal shall be British;
 - 7.4.6 the arbitration proceedings shall take place in London and in the English language; and
 - 7.4.7 the seat of the arbitration shall be London.
- 8. URGENT RELIEF**
- 8.1 Either Party may at any time take proceedings or seek remedies before any court or tribunal of competent jurisdiction:
- 8.1.1 for interim or interlocutory remedies in relation to this Agreement or infringement by the other Party of that Party's Intellectual Property Rights; and/or
 - 8.1.2 where compliance with paragraph 2.1 and/or referring the Dispute to mediation may leave insufficient time for that Party to commence proceedings before the expiry of the limitation period.
- 9. MULTI-PARTY DISPUTES**
- 9.1 All Multi-Party Disputes shall be resolved in accordance with the procedure set out in this paragraph 9 (the "**Multi-Party Dispute Resolution Procedure**").

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- 9.2 If:
- 9.2.1 at any time following or concurrent with the issue of a Dispute Notice, the Authority reasonably considers that the matters giving rise to the Dispute involve one or more Other ESN Suppliers, the Authority shall be entitled to determine that the Dispute is a Multi-Party Dispute and to serve a notice on the Supplier which sets out the Authority's determination that the Dispute is a Multi-Party Dispute and specifies the Other ESN Suppliers which are to be involved in the Multi-Party Dispute Resolution Procedure (a "**Multi-Party Procedure Initiation Notice**"); or
 - 9.2.2 following or concurrent with the issue of a Dispute Notice but before the Dispute has been referred to Expert Determination or to arbitration in accordance with paragraph 7, the Supplier has reasonable grounds to believe that the matters giving rise to the Dispute have been contributed to by one or more Other ESN Suppliers, the Supplier may serve written notice on the Authority requesting that the Dispute be treated as a Multi-Party Dispute (a "**Supplier Request**").
- 9.3 The Authority shall, acting reasonably, consider each Supplier Request and shall determine within 5 Working Days whether the Dispute is:
- 9.3.1 a Multi-Party Dispute, in which case the Authority shall serve a Multi-Party Procedure Initiation Notice on the Supplier; or
 - 9.3.2 not a Multi-Party Dispute, in which case the Authority shall serve written notice of such determination upon the Supplier and the Dispute shall be treated in accordance with paragraphs 3 to 8 of this Schedule 8.5 (Dispute Resolution Procedure).
- 9.4 If the Authority has determined, following a Supplier Request, that a Dispute is not a Multi-Party Dispute, the Supplier may not serve another Supplier Request with reference to the same Dispute.
- 9.5 Following service of a Multi-Party Procedure Initiation Notice a Multi-Party Dispute shall be dealt with by a Multi-Party Dispute Resolution Board comprising the programme directors from the following parties to the Multi-Party Dispute, each of whom shall be of a suitable level of seniority to finalise any agreement with the other parties to settle the Multi-Party Dispute:
- 9.5.1 the Authority;
 - 9.5.2 the Supplier;
 - 9.5.3 each Other ESN Supplier involved in the Multi-Party Dispute; and
 - 9.5.4 any other representatives of any of the Parties and/or any Other ESN Suppliers whom the Authority considers necessary,
- (together "**Multi-Party Dispute Representatives**")
- and the MPDR Board shall be Chaired by the Authority's ESN Programme Director.
- 9.6 The Parties agree that the Multi-Party Dispute Resolution Board shall seek to resolve the relevant Multi-Party Dispute in accordance with the following principles and procedures:
- 9.6.1 the Parties shall procure that their Multi-Party Dispute Representatives attend, and shall use reasonable endeavours to procure that the Multi-Party Dispute Representatives of the Other ESN Suppliers, as applicable, attend, all meetings of the Multi-Party Dispute Resolution Board in respect of the Multi-Party Dispute;

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9.6.2 the Multi-Party Dispute Resolution Board shall first meet within ten (10) Working Days of service of the relevant Multi-Party Procedure Initiation Notice either:

- (a) at such time and place as the Parties may agree; or
- (b) if the Parties do not reach agreement on the time and place within 5 Working Days of service of the relevant Multi-Party Procedure Initiation Notice, at the time and place specified by the Authority, provided such place is at a neutral location within England and that the meeting is to take place between 9.00am and 5.00pm on a Working Day; and

9.6.3 in seeking to resolve or settle any Multi-Party Dispute, the members of the Multi-Party Dispute Resolution Board shall:

- (a) determine the best course of action to resolve the issue across the end-to-end ESN services and associated products as a whole; and
- (b) have regard to the principle that a Multi-Party Dispute should be determined based on the contractual rights and obligations between the Parties and the Other ESN Suppliers and that any apportionment of costs should reflect the separate components of the Multi-Party Dispute.

9.7 If a Multi-Party Dispute is not resolved between the Parties and all applicable Other ESN Suppliers within 25 Working Days of the issue of the Multi-Party Procedure Initiation Notice (or such longer period as the Parties may agree in writing), then:

9.7.1 either Party may serve a Mediation Notice in respect of the Multi-Party Dispute in which case paragraph 5 shall apply;

9.7.2 either Party may request that the Multi-Party Dispute is referred to an expert in which case paragraph 6 shall apply; and/or

9.7.3 subject to paragraph 9.8, paragraph 7 shall apply to the Multi-Party Dispute,

and in each case references to the "Supplier" or the "Parties" in such provisions shall include a reference to the Other ESN Suppliers.

9.8 If a Multi-Party Dispute is referred to arbitration in accordance with paragraph 7 or a Dispute becomes a Multi-Party Dispute during the course of arbitration proceedings and either Party is unable to compel the applicable Other ESN Supplier(s) to submit to such arbitration proceedings, the Authority or the Supplier may discontinue such arbitration proceedings and instead initiate court proceedings. The costs of any such discontinued arbitration proceedings shall be borne by the Party which is in a direct contractual relationship with the applicable Other ESN Supplier or, where the Other ESN Supplier is a Sub-contractor, by the Supplier.

Agreement

relating to Coverage Assurance Goods and Services

Schedule 8.6 (Annual Self Audit Certificate)

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SCHEDULE 8.6

ANNUAL SELF AUDIT CERTIFICATE

[To be signed by Head of Internal Audit, Finance Director or company's external auditor]

Dear Sirs

In accordance with the Agreement entered into on [insert Contract Commencement Date] between [Name of Supplier] and the Authority, we confirm the following:

1. **In our opinion based on the testing undertaken [Name of Supplier] has in place suitable systems for identifying and recording the transactions taking place under the provisions of the above Agreement.**
2. **We have tested the systems for identifying and reporting on the contracted activity and found them to be operating satisfactorily.**
3. **We have tested a sample of [X] *[insert number of sample transactions tested]* Orders or Works Instructions, and related invoices during our audit for the financial year ended [insert financial year] and confirm that they are correct and in accordance with the terms and conditions of the Agreement.**
4. **We have tested from the order processing and invoicing systems a sample of [X] *[Insert number of sample transactions tested (minimum of 20)]* public sector orders placed outside the Agreement (where such orders have been received by the Supplier in the relevant period) during our audit for the financial year ended [insert financial year] and confirm they have been identified correctly as orders placed outside the Agreement via the routes listed below:**

| Order Placed (subject and £ value) | Date of Order | Public Sector Body | Procurement Route | Evidence to Support Decision |
|---|----------------------|-------------------------------|------------------------------|---|
| | | | | |

5. **We have also attached an Audit Report which provides details of the methodology applied to complete the review, the sampling techniques applied, details of any issues identified and remedial action taken.**

Name:

Signed:.....

Head of Internal Audit/ Finance Director/ External Audit firm (delete as applicable)

Date:

Professional Qualification held by Signatory:

Note to Suppliers: Where the Authority identifies independently that data accuracy supporting this certificate is flawed we will consider action on a case by case basis, and in some cases where the issues identified are clearly systemic we will consider whether this behaviour goes beyond poor commercial practice and may seek further guidance from the Government Legal Department.

Agreement relating to Coverage Assurance Goods and Services

Schedule 9.1 (Ordering Procedure)

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AGREEMENT RELATING TO COVERAGE ASSURANCE GOODS AND SERVICES

1. GENERAL INFORMATION

1.1 This Schedule defines:

- 1.1.1 the process by which the Authority will manage and instruct the Drive Test Service and Walk Test Service; and
- 1.1.2 the ordering procedure for:
 - (a) the Core Services (excluding Drive Test Services and Walk Test Services); and
 - (b) the Optional Services.

1.2 The minimum and maximum allowable quantities for all Services under this Agreement are defined in Annex A of this Schedule 9.1 (Ordering Procedure).

1.3 The Authority guarantees the minimum quantities defined in Annex A. Any changes to the minimum quantities will be subject to the Variation Procedure under Clause 28 (Variation).

2. ORDERING PROCEDURE FOR CORE SERVICES (EXCLUDING DRIVE TEST SERVICES AND WALK TEST SERVICES)

2.1 Where the Authority wishes to place an Order for Core Services (excluding Drive Test Services and Walk Test Services) or Optional Services (collectively “**Ordered Services**”) or to instruct the conversion of all test equipment (Drive Test Vehicle and the Walk Test Pack) from 4G Testing Capability to ESN Testing Capability once ESN equipment has been issued by the Authority under this Agreement, it shall follow the procedure as set out in this paragraph 2 to Schedule 9.1 (Ordering Procedure).

2.2 The Authority shall send an Order Form substantially in the structure of the template set out in Annex B of this Schedule 9.1 (Ordering Procedure), including:

- 2.2.1 details of the required Ordered Services;
- 2.2.2 required date for the Ordered Services; and
- 2.2.3 quantity of Ordered Services.

2.3 On receipt of the Order Form from the Authority, the Supplier shall accept the Order by promptly signing and returning (including by electronic means) within two (2) Working Days a copy of the Order Form to the Authority and shall provide a quote for the Services using the approved Rate Card (a “**Order Quote**”).

2.4 On receipt of the Order Form signed by the Supplier, the Authority shall, subject to paragraph 2.5, send (including by electronic means) a signed copy of the Order Form acknowledging that the Authority accepts the Order Quote to the Supplier.

2.5 The Authority shall reject any Order Quote provided by the Supplier that does not conform to the approved Rate Card.

2.6 The Supplier shall be entitled to invoice the Authority for any Ordered Services as provided for in Schedule 7.1 (Charges and Invoicing).

2.7 The Authority may, at any time, terminate the provision of Ordered Services by giving written notice to the Supplier.

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3. WORKS INSTRUCTION FOR CAPABILITY 3 ONLY

- 3.1 Where the Authority wishes to place an Order for Drive Test Services and Walk Test Services, it shall follow the procedure outlined in this paragraph 3 to this Schedule 9.1 (Ordering Procedure).
- 3.2 The Authority shall issue a Works Instruction substantially in the form as set out in Annex C to the Supplier, including:
- 3.2.1 which service (Drive Test Services and/or Walk Test Services) the instruction relates to;
 - 3.2.2 the geographical area the instruction relates to;
 - 3.2.3 the date(s) of the required services; and
 - 3.2.4 the expected duration of the services.
- 3.3 Upon receipt of a Works Instruction issued by the Authority pursuant to paragraph 3.2, the Supplier shall accept the Works Instruction by promptly signing and returning (including by electronic means) within two (2) Working Days a copy of the Works Instruction to the Authority and shall provide:
- 3.3.1 estimated number of Drive Test Services days and/or Walk Test Services days that will be required; and
 - 3.3.2 a quote for the services based on the estimated number of days and using the approved Rate Card (a “**Test Quote**”).
- 3.4 Subject to paragraph 2.5, the Authority shall accept the Supplier’s Test Quote by signing and returning (including by electronic means) the Works Instruction.
- 3.5 The Authority shall be entitled to reject the Supplier’s Test Quote if:
- 3.5.1 in the Authority’s reasonable opinion the number of days quoted by the Supplier is excessive; or
 - 3.5.2 the Test Quote does not conform to the approved Rate Card.
- 3.6 The Supplier shall be entitled to invoice the Authority for Drive Test Services and/or Walk Test Services as provided for in Schedule 7.1 (Charges and Invoicing).
- 3.7 The Authority may, at any time before Drive Test Services and/or Walk Test Services are delivered, terminate the provision of such Drive Test Services and/or Walk Test Services by giving written notice to the Supplier.

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ANNEX A

This Order Form is issued in accordance with the provisions of the Agreement relating to the provision of Coverage Assurance.

SUMMARY OVERVIEW

| No. | Title | Description of Service | Unit of Measure | Quantity Ordered at Contract Signature |
|-----|---|---|-----------------------------|--|
| 1 | Core Services – Coverage Assurance Solution | Includes all Core Services as defined within the Agreement, allowing for 150 User Accounts and 1,000 Device Applications. | User Account + Applications | 150 User Accounts |
| | | | | 1,000 Applications |
| 2 | Development Services | No. of Development days to deliver the ESN Application in accordance with Schedule 2.1. | Days | No. of Days as quoted by the Supplier |
| 3 | Support Services | To deliver the Coverage Assurance Solution helpdesk and maintenance during the life of the Agreement. | Year | 4 |
| 4 | Training | To deliver the Application training sessions including all supporting documents and venues as required | per session | 5 |
| 5 | Drive Test | Delivery of 4G and ESN Drive Testing to be directed in accordance with the Agreement | Days | 500 (minimum quantity) |
| 6 | Walk Test | Delivery of all 4G and ESN Walk Testing to be directed in accordance with Agreement | Days | 200 (minimum quantity) |
| 7 | Further ESN Development | Development required to make application ESN compliant (Capability 2B) | Days | No. of Days as quoted by the Supplier |

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| No. | Title | Description of Service | Unit of Measure | Quantity Ordered at Contract Signature |
|-----|----------------------------------|--|-----------------|---|
| 8 | Option 1 – ESN Devices | Provision of 1,000 ESN Handheld Devices; | Each | Option to be subject to CCN process if progressed |
| 8a | Option 1 – Accessories Item 1 | Provision of 12v in-vehicle accessory charging cable; min 1.5m length | Each | 180 |
| 8b | Option 1 – Accessories Item 2 | Provision of Non-Permanent Cradle mount e.g. Suction fitted | Each | 180 |
| 8c | Option 1 – Accessories Item 3 | Provision of Screen protector and case | Each | 180 |
| 8d | Option 1 – Accessories Item 4 | Provision of Alternative Vehicle Mounting Unit | Each | 420 |
| 8e | Option 1 – Distribution | Distribution Costs for Optional Items ordered | 1 | 1 |
| 9 | Option 2 - Hosting Service | The hosting of the centralised web/application/database server solution either on the Supplier's own Secure server/storage environment or hosted within an alternative, Secure, UK based cloud service | Year | Option to be subject to CCN process if progressed |
| 10 | Option 3 - POLQA | Support the measurement of voice quality on the ESN using a subset of 50 ESN Devices taken from the total deployed population. | Each | Option to be subject to CCN process if progressed |

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ANNEX B

ORDER FORM

This Order Form is issued in accordance with the call-off of Goods and Services in relation to the provision of Coverage Assurance Goods and Services as part of the ESMCP.

| |
|--|
| Customer details |
| Customer name |
| [Enter customer name.] |
| Billing address |
| [Your organisation's billing address - please ensure you include a postcode] |
| Customer Representative name |
| [The name of your point of contact for this Order] |
| Customer Representative contact details |
| [Email and telephone contact details for the Customer Representative] |
| Supplier details |
| Supplier name |
| [The Supplier organisation name, as it appears in the Agreement] |
| Supplier address |
| [Supplier's registered address] |
| Supplier Representative name |
| [The name of the Supplier representative for this Order] |
| Supplier Representative contact details |
| [Email and telephone contact details of the Supplier Representative] |
| Order reference number |
| [A unique number provided by the Supplier at the time of quote] |

For and on behalf of the Authority

Name

Job role/title

Date

For and on behalf of the Supplier

Name

Job role/title

Date

ANNEX C

WORKS INSTRUCTION

This Work Instruction format will be an Authority responsibility and will be finalised and agreed with the Supplier prior to the first issued instruction.

GENERAL INFORMATION

| |
|--|
| Authority Details |
| Contact name / email / telephone no. |
| [Enter customer name.] |
| Supplier Details |
| Supplier contact name / email / telephone no. |
| |

| |
|--|
| Work Instruction Headers |
| Physical Testing Services: (Drive Test / Walk Test) |
| Target Start Date |
| Target Completion Date |
| Location(s) |
| Description |
| Special Requirements, Specific Standards or compliance requirements |
| |

For and on behalf of the Authority

For and on behalf of the Supplier

Name

Name

Job role/title

Job role/title

Date

Date