

CONNECTIVITY CONSOLIDATED CONTRACT SCHEDULE

CONSOLIDATED SCHEDULE 26

FURTHER TERMS FOR THIRD PARTY CONTRACTS

for Contract Number DCNS/080

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## **CONSOLIDATED SCHEDULE 26**

### **FURTHER TERMS FOR THIRD PARTY CONTRACTS**

This Consolidated Schedule provides a consolidated version of the requirements of Schedule 6.8 (*Further Terms for Third Party Contracts*) of the Call-Off Terms and the Customer Authority's special terms relating to further terms for third party contracts.

Capitalised terms used but not defined in this Consolidated Schedule are defined in Consolidated Schedule 1 (*Definitions*).

#### **1 INTRODUCTION**

**1.1** The purpose of this Consolidated Schedule is to set out further provisions which the Customer Authority may require, in accordance with Clause 21.8 of this Consolidated Contract, the Contractor to include in its:

**1.1.1** Sub-contracts with third parties who are not Other PSN Connectivity Contractors or Wider PSN Contractors (in addition to the provisions set out in Clause 21.8 of this Consolidated Contract); and

**1.1.2** contracts with customers who are not Customers, using or receiving PSN Services, to the extent that they are entered into after the Contract Date where the acts or omissions of those third parties or customer would or could affect the PSN or any of the Services.

#### **2 NEW THIRD PARTIES AND CUSTOMERS**

**2.1** If required by the Customer Authority (acting reasonably) the Contractor shall ensure that the following provisions are included in any contracts referred to in Paragraph 1.1 above:

**2.1.1** a provision requiring the third party or customer to ensure that its services, software, systems or other technology does not interfere with the PSN;

**2.1.2** a provision requiring the third party or customer to ensure that its services, software, systems or other technology is compatible with the PSN and any applicable PSN Compliance Conditions;

**2.1.3** a provision requiring the third party or customer to comply with any changes required to its services, software, systems or other technology to comply with PSN Changes, with the reasonable, direct and pre-agreed costs of such changes being borne by the Contractor;

**2.1.4** a provision stating that if there is any breach of any of the provisions under Paragraphs 2.1.1 to 2.1.3 (inclusive) above, such breach shall constitute a remediable material breach which must be remedied within twenty eight (28) days of written notice to do so; and

**2.1.5** a right under the Contracts (Rights of Third Parties) Act 1999 for the Customer Authority to enforce (and only at the Customer Authority's request and only with the Customer Authority's prior written consent) a right for the Framework Authority and PSNA to enforce on behalf of the Customer Authority, the provisions under Paragraphs 2.1.1 to 2.1.4 (inclusive) above, such right to enforcement being in each case as if the Customer Authority, Framework Authority and PSNA (as applicable) were the Contractor.

- 2.2** Upon request, the Contractor shall provide the Customer Authority with a copy of the clauses which the Contractor is proposing to include in its Sub-contract with the third party or its contract with the customer, or both, to reflect the provisions required under Paragraphs 2.1.1 to 2.1.5 above.

### **3 EXISTING THIRD PARTIES AND CUSTOMERS**

- 3.1** Where the Contractor does have a contractual relationship with a third party or customer at the Contract Date, if required by the Customer Authority (acting reasonably) the Contractor shall use all reasonable commercial endeavours to ensure that the provisions set out in Paragraphs 2.1.1 to 2.1.5 above are included in its Sub-contract with the third party or contract with the customer.

- 3.2** Where the Contractor, having used all reasonable commercial endeavours, is unable to comply with Paragraph 3.1 above, it shall notify the Customer Authority promptly in writing and the Parties shall (acting reasonably and without undue delay) discuss the appropriate action to be taken which, where the Customer Authority so directs, may include the Contractor:

**3.2.1** seeking an alternative third party; or

**3.2.2** accepting the risk and liabilities associated with the third party or customer not agreeing to the provisions set out in Paragraphs 2.1.1 to 2.1.5 above.

- 3.3** Upon request, the Contractor shall provide the Customer Authority with a copy of the clauses which the Contractor is proposing to include in its Sub-contract with the third party or its contract with the customer, or both, to reflect the provisions required under Paragraphs 2.1.1 to 2.1.5 above.