



# Smart Meters Programme Schedule 8.7

(Co-operation) (CSP South version)

## Schedule 8.7 (Co-operation) (CSP South version)

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Amendment History		
Version	Date	Status
v.1	Signature Date	Execution Copy

**SCHEDULE 8.7  
CO-OPERATION**

This Schedule 8.7 comprises the following parts:

Part	Scope
Part A	Overview
Part B	General co-operation obligations
Part C	Co-operation agreements

In this Schedule 8.7:

<b>"Co-operation Agreement"</b>	means each co-operation agreement entered into by the Contractor in accordance with this Schedule 8.7 as further described in: <ul style="list-style-type: none"> <li>(a) paragraph 4.2;</li> <li>(b) paragraphs 4.4 and 4.5; and</li> <li>(c) paragraph 4.6,</li> </ul> of Part C of this Schedule 8.7, each as may be amended from time to time;
<b>"Co-operation Agreement Dispute"</b>	means any dispute, difference or question of interpretation as between the Contractor and a Relevant Counterparty arising out of or in relation to a Co-operation Agreement or its subject-matter or formation (including non-contractual claims), and includes any failure to agree any of the terms of a Co-operation Agreement (or any amendment to a Co-operation Agreement);
<b>"Co-operation Objectives"</b>	has the meaning given in paragraph 2.1 of Part A of this Schedule 8.7;
<b>"End Date"</b>	has the meaning given in paragraph 4.3 of Part C of this Schedule 8.7;
<b>"Irremediable Dispute Notice"</b>	means: <ul style="list-style-type: none"> <li>(a) a notice issued by the Contractor in accordance with paragraph 7.3 of Part C of this Schedule 8.7; or</li> <li>(b) a similar notice issued by a Relevant Counterparty in accordance with the equivalent provisions of the relevant DCC Service Provider Contract;</li> </ul>
<b>"New Counterparty"</b>	has the meaning given in paragraph 4.4(a) of Part C of this Schedule 8.7;
<b>"Related Service"</b>	has the meaning given in paragraph 3 of Part C of this

**Failure"**

Schedule 8.7;

**"Relevant  
Counterparty"**

means each other person with whom the Contractor enters into a Co-operation Agreement in accordance with:

- (a) paragraph 4.2;
- (b) paragraphs 4.4 and 4.5; or
- (c) paragraph 4.6,

of Part C of this Schedule 8.7 (and includes, for the avoidance of doubt, any New Counterparty);

**"Relevant Deadline"**

has the meaning given in paragraph 4.4(b) of Part C of this Schedule 8.7.

## **PART A – OVERVIEW**

### **1. GENERAL**

- 1.1 This Schedule 8.7 sets out certain obligations on the Contractor to co-operate with the DCC and DCC Service Providers in order to ensure that the DCC is able to provide the DCC Services in a successful and timely manner and in accordance with the DCC Obligations.
- 1.2 The Contractor's obligations, and DCC's rights and remedies, under this Schedule 8.7 are in addition to any co-operation or other obligations of the Contractor (or rights or remedies of the DCC) under any other provision of this Agreement or any Co-operation Agreement.
- 1.3 The parties acknowledge and agree that:
- (a) to the extent necessary, the DCC shall use reasonable endeavours to ensure that each Relevant Counterparty shall comply with equivalent obligations regarding co-operation as those set out in this Schedule 8.7; and
  - (b) nothing in this Schedule 8.7 or any Co-operation Agreement is intended to require the Contractor to perform any of the services or other obligations expressly imposed on a DCC Service Provider under the relevant DCC Service Provider Contract.
- 1.4 The Contractor shall perform its obligations under this Schedule 8.7 at its sole cost and expense (and at no additional cost to the DCC).
- 1.5 The parties' respective rights and obligations under this Schedule 8.7 (and any Co-operation Agreement) are without prejudice to any other rights or obligations set out elsewhere in this Agreement.
- 1.6 The Contractor shall comply with its obligations under this Schedule 8.7 and each Co-operation Agreement, and co-operate with the DCC and relevant DCC Service Providers, in a reasonable manner and in good faith.

### **2. CO-OPERATION OBJECTIVES**

- 2.1 The parties agree that the objectives of this Schedule 8.7 and each Co-operation Agreement are to ensure that:
- (a) where applicable, the Services are consistent with, and interoperate with, the services provided to the DCC by the DCC Service Providers;
  - (b) the DCC is able to provide the DCC Services in a successful and timely manner and in accordance with the DCC Obligations;
  - (c) the DCC, the Contractor and each relevant DCC Service Provider is able to develop and maintain any necessary technical, operational and/or organisational interfaces between any and each of:
    - (i) the Contractor Solution;
    - (ii) the DCC Environment and/or the DCC Services; and

- (iii) the applicable services and Systems of the relevant DCC Service Providers (including any relevant Other ESP Solution);
- (d) any Changes, Projects and/or continuous improvement initiatives under this Agreement (including the preparation of Continuous Improvement Plans in accordance with Schedule 2.4 (Continuous Improvement)) which may have an impact on any services provided to the DCC by the DCC Service Providers are planned, managed and delivered in an efficient and co-ordinated manner;
- (e) any relevant activities under Schedule 6.1 (Implementation Planning) and/or Schedule 6.2 (Testing and Acceptance) are planned, managed and delivered in an efficient and co-ordinated manner with any related activities of the relevant DCC Service Providers;
- (f) any maintenance activities under this Agreement are planned, managed and implemented in an efficient and co-ordinated manner with any relevant maintenance activities of the DCC Service Providers;
- (g) the business continuity or disaster recovery plans under this Agreement and the relevant DCC Service Provider Contracts are developed, implemented and invoked:
  - (i) in a consistent manner which is intended to ensure a co-ordinated response to service interruptions and disasters; and
  - (ii) in accordance with the applicable provisions of Schedule 8.6 (Business Continuity and Disaster Recovery Plan);
- (h) co-operative behaviour and overall cost efficiency are promoted, which shall include that, when the Contractor exercises its discretion, it shall:
  - (i) consider the cost impact of its choice on relevant DCC Eco-system Entities; and
  - (ii) refrain from knowingly choosing an option which would significantly and without justification increase the costs of any DCC Eco-system Entity;
- (i) any dispute or claim between the DCC, the Contractor and/or any DCC Service Provider is resolved as quickly and cost effectively as possible, with appropriate input and assistance to achieve this objective being provided by the Contractor and the relevant DCC Service Provider(s);
- (j) the Contractor and each relevant DCC Service Provider use all reasonable endeavours to co-operate (in a reasonable manner and in good faith) to resolve problems and issues relating to this Agreement or any relevant DCC Service Provider Contract on a "fix first, argue later" basis, notwithstanding the existence of any dispute or claim relating to the same subject matter (provided that nothing in this paragraph 2.1(j) shall require the Contractor to waive any rights in respect of any such dispute or claim); and
- (k) on the expiry or termination of this Agreement and/or any relevant DCC Service Provider Contract, there is an orderly transfer of the

services being terminated to a replacement service provider in a manner which is co-ordinated with the ongoing provision of any continuing services (whether under this Agreement or any DCC Service Provider Contract),

(together, the "**Co-operation Objectives**").

- 2.2 The Contractor shall perform its obligations under this Agreement and each Co-operation Agreement in such a manner as to enable the Co-operation Objectives to be achieved to the fullest extent possible.

## PART B – GENERAL CO-OPERATION OBLIGATIONS

### 3. GENERAL OBLIGATIONS

The Contractor shall perform the obligations set out in the table below at all times during the Service Period:

Contractor obligation	Description
<b>General</b>	The Contractor shall provide such co-operation and assistance as may be reasonably required from time to time by the DCC or any relevant DCC Service Provider in relation to any of the Co-operation Objectives.
<b>Notification of Contractor service failures</b>	<p>The Contractor shall promptly notify the DCC and any relevant DCC Service Providers if:</p> <ul style="list-style-type: none"> <li>(a) the Contractor fails to perform any of the Services in accordance with the requirements of this Agreement; and</li> <li>(b) the Contractor becomes aware (having given the matter reasonable consideration) that such failure may have an adverse impact on the performance of any services provided to the DCC by such DCC Service Providers.</li> </ul> <p>This obligation shall not apply in relation to Relevant Counterparties, which shall be addressed in accordance with paragraph 6 of Part C of this Schedule 8.7.</p>
<b>Notification of Related Service Failures</b>	<p>The Contractor shall promptly notify the DCC and the relevant DCC Service Providers if:</p> <ul style="list-style-type: none"> <li>(a) the Contractor becomes aware of any failure by any DCC Service Provider to perform any element of the services under the relevant DCC Service Provider Contract; and</li> <li>(b) such failure has had, or may have, an adverse impact on the performance of any of the Services under this Agreement,</li> </ul> <p>(a "<b>Related Service Failure</b>").</p> <p>This obligation shall not apply in relation to Relevant Counterparties, which shall be addressed in accordance with paragraph 6 of Part C of this Schedule 8.7.</p>
<b>Mitigation of Related Service Failures</b>	<p>Wherever possible, the Contractor shall use all reasonable endeavours to mitigate the consequences of any Related Service Failure on the performance of the Services under this Agreement (including, where applicable, by appropriate discussions and co-operation with the relevant DCC Service Provider(s)).</p> <p>For the avoidance of doubt, this obligation does not require the Contractor to perform any of the services or other obligations under the relevant DCC Service Provider Contracts on behalf of the relevant DCC Service Providers.</p> <p>This obligation shall not apply in relation to Relevant Counterparties, which shall be addressed in accordance with paragraph 6 of Part C of this Schedule 8.7.</p>
<b>Meetings</b>	The Contractor shall attend any meetings (including, where appropriate, by telephone or video conference) during normal working hours as reasonably requested by the DCC or any DCC Service



<b>Contractor obligation</b>	<b>Description</b>
	Providers (on more than five (5) Working Days' notice or any shorter period where necessary) from time to time in relation to the Co-operation Objectives, including to attempt in good faith to resolve any actual, threatened or potential issues that may arise from time to time in relation to the Services, the DCC Services and/or any services provided to the DCC by such DCC Service Providers.
<b>Disruption</b>	The Contractor shall use all reasonable endeavours to ensure that the performance of the Services (and any other obligations of the Contractor under this Agreement) do not disrupt the operations of any DCC Service Providers (including the provision of services to the DCC), or, where disruption is unavoidable, that such disruption is minimised to the greatest extent possible.
<b>Access to premises etc.</b>	<p>The Contractor shall provide the relevant DCC Service Providers with reasonable access to the premises, systems and equipment used in connection with the Services to the extent that such access is reasonably necessary in relation to the Co-operation Objectives.</p> <p>Such access shall be subject to the relevant DCC Service Provider:</p> <ul style="list-style-type: none"> <li>(a) giving reasonable notice of the need and reasons for such access;</li> <li>(b) complying with the reasonable policies and procedures of the Contractor applicable to such access; and</li> <li>(c) entering into a confidentiality agreement with the Contractor on reasonable terms (except where the relevant DCC Service Provider is already subject to applicable confidentiality obligations to the Contractor under a Co-operation Agreement or otherwise).</li> </ul> <p>This obligation does not require the Contractor to provide such access to the extent that it would have a material adverse effect on the Contractor's business operations (and such material adverse effect cannot be avoided by alternative access arrangements agreed with the relevant DCC Service Provider, both entities acting reasonably).</p>
<b>Access to Contractor Personnel</b>	The Contractor shall provide the DCC and any relevant DCC Service Providers with reasonable access to appropriate members of the Contractor Personnel to the extent such access is reasonably necessary in relation to the Co-operation Objectives.
<b>Access to documentation etc.</b>	<p>The Contractor shall provide such documentation, Data and/or other information reasonably requested by the DCC or any of the DCC Service Providers, to the extent such documentation, Data and/or other information is reasonably necessary in relation to the Co-operation Objectives.</p> <p>Such access by a DCC Service Provider shall be subject to the relevant DCC Service Provider entering into a confidentiality agreement with the Contractor on reasonable terms (except where the relevant DCC Service Provider is already subject to applicable confidentiality obligations to the Contractor under a Co-operation Agreement or otherwise).</p>

## **PART C – CO-OPERATION AGREEMENTS**

4. **OBLIGATION TO ENTER INTO CO-OPERATION AGREEMENTS**

4.1 This paragraph 4 addresses the following categories of Co-operation Agreement:

- (a) the initial Co-operation Agreements (as further described in paragraph 4.2 below);
- (b) replacement Co-operation Agreements (as further described in paragraphs 4.4 and 4.5 below); and
- (c) additional Co-operation Agreements (as further described in paragraph 4.6 below).

The DCC shall provide reasonable levels of support and assistance to the Contractor in relation to compliance with its obligations under paragraphs 4.2, 4.4, 4.5 and/or 4.6, including, where appropriate, by facilitating discussions with the Relevant Counterparty or New Counterparty (as applicable).

**Initial Co-operation Agreements**

4.2 By no later than thirty (30) Working Days after the Signature Date, the Contractor must have entered into a Co-operation Agreement (substantially in the form set out in Appendix 1) with each of the Prime DSP and the other Prime CSP (in the latter case limited to the extent necessary to support the development of the ICHIS in accordance with Part G of Schedule 6.3 and Schedule 11).

**Obligation to comply with Co-operation Agreements**

4.3 The Contractor shall comply with each Co-operation Agreement at all times until:

- (a) the end of the Service Period; or
- (b) the date on which the Relevant Counterparty to such Co-operation Agreement ceases to be a DCC Service Provider,

whichever is the earlier (the "**End Date**").

For the avoidance of doubt, following the applicable End Date, each Co-operation Agreement shall have no further effect as between the Contractor and the Relevant Counterparty. This paragraph 4.3 is without prejudice to any rights or remedies of the DCC and/or the Contractor under this Agreement in respect of the relevant Co-operation Agreement (and/or the Contractor's compliance or non-compliance with such Co-operation Agreement).

**Replacement Co-operation Agreements**

4.4 If, at any time, a Relevant Counterparty ceases to be a DCC Service Provider, the DCC shall notify the Contractor accordingly as soon as reasonably practicable, specifying:

- (a) the DCC Service Provider(s) who will be responsible for performing any services in substitution for the services previously provided to the DCC by the Relevant Counterparty (each, a "**New Counterparty**"); and
  - (b) the date on which the New Counterparty shall commence the provision of the services referred to in paragraph 4.4(a) (the "**Relevant Deadline**").
- 4.5 The Contractor shall use all reasonable endeavours to enter into a replacement Co-operation Agreement with the New Counterparty as soon as reasonably practicable and, in any event, by no later than the Relevant Deadline. Any replacement Co-operation Agreement shall:
- (a) be based on the terms of the existing Co-operation Agreement with the previous Relevant Counterparty, except where otherwise agreed by the Contractor and the New Counterparty (both acting reasonably); and
  - (b) be consistent with the Co-operation Objectives.

#### **Additional Co-operation Agreements**

- 4.6 If, at any time, the DCC (acting reasonably) believes that an additional Co-operation Agreement may be required between the Contractor and any DCC Service Provider, it shall notify the Contractor accordingly. Following any such notice from the DCC, the Contractor agrees to participate (in good faith) in a reasonable level of discussions with the DCC and the applicable DCC Service Provider regarding:
- (a) whether an additional Co-operation Agreement is in fact required; and
  - (b) if so, the terms of such additional Co-operation Agreement.

#### **General requirements for Co-operation Agreements**

- 4.7 The Contractor shall ensure that all Co-operation Agreements are consistent with the Co-operation Objectives and the other applicable terms of this Schedule 8.7.

### **5. REQUIREMENTS REGARDING CO-OPERATION AGREEMENTS**

#### **Review and updating of Co-operation Agreements**

- 5.1 The Contractor shall work together with each Relevant Counterparty (including by means of a joint review on a Quarterly basis) to:
- (a) identify any specific dependencies between the Contractor and such Relevant Counterparty in relation to:
    - (i) the proper performance by each such entity of their respective obligations under this Agreement or the relevant DCC Service Provider Contract (as applicable); and/or
    - (ii) the Achievement of any of the Shared Milestones,

that have been previously unidentified;

- (b) identify any other areas relating to the Smart Metering Programme where the Contractor and such Relevant Counterparty need to co-operate with each other in order to ensure that the DCC is able to provide the DCC Services in a successful and timely manner and in accordance with the DCC Obligations;
- (c) agree specific responsibilities of the Contractor and such Relevant Counterparty in relation to each of the dependencies and other areas of co-operation referred to in paragraphs 5.1(a) and 5.1(b); and
- (d) identify and agree any amendments to the relevant Co-operation Agreement that are necessary from time to time as the result of:
  - (i) any Change or Project in relation to this Agreement (or an equivalent change or project in relation to the relevant DCC Service Provider Contract);
  - (ii) where applicable, any Service Failure or other breach of the Contractor's obligations under this Agreement (or any equivalent obligation of the Relevant Counterparty under the relevant DCC Service Provider Contract); or
  - (iii) any other relevant change in circumstances.

#### **No conflict with this Agreement**

- 5.2 The Contractor shall ensure that the terms of each Co-operation Agreement do not:
- (a) conflict with any of the Contractor's obligations under this Agreement;  
or
  - (b) have an adverse impact on the Contractor's ability to comply with any of its obligations under this Agreement.

#### **Requirements of clarity and certainty**

- 5.3 The Contractor acknowledges and agrees that:
- (a) the terms of the relevant Co-operation Agreement may, in certain circumstances, be a material factor in determining whether or not an Other Service Provider Cause has occurred for the purposes of Clause 13 and/or 16 of this Agreement;
  - (b) accordingly, it is critically important to ensure that each Co-operation Agreement is sufficiently clear, unambiguous and provides an appropriate level of detail; and
  - (c) accordingly, where the terms of a relevant Co-operation Agreement do not comply with paragraph 5.3(b), the Contractor may not be in a position to comply with Clause 13.1.1 or 16.1.1 (as applicable) and, as a result, may not be entitled to the relief and remedies referred to in Clause 13 and/or 16.

## **Provision of information to the DCC**

- 5.4 The Contractor shall promptly provide the DCC with:
- (a) copies of all Co-operation Agreements, together with any copies of any amendments to any Co-operation Agreement;
  - (b) all information reasonably requested by the DCC from time to time to assist in its understanding of the background to, or impact of, any amendment to any Co-operation Agreement; and
  - (c) all information reasonably requested by the DCC from time to time relating to the negotiation or development of any Co-operation Agreement (or amendment to any Co-operation Agreement).

## **DCC involvement**

- 5.5 The Contractor shall use all reasonable endeavours to perform its obligations under this Schedule 8.7 and each Co-operation Agreement in a manner which is (to the extent reasonably practicable) intended:
- (a) to require the minimum level of involvement of the DCC in relation to the day-to-day operation of the Co-operation Agreements as is appropriate in the circumstances;
  - (b) to minimise the circumstances in which the DCC may need to invoke any part of the Dispute Resolution Procedure (or the equivalent procedure under the relevant DCC Service Provider Contracts).

## **6. NOTIFICATION OF FAILURES**

- 6.1 If, at any time, the Contractor becomes aware (having given the matter reasonable consideration) that:
- (a) a Relevant Counterparty has failed to perform, or is likely to fail to perform, any obligation set out in any Co-operation Agreement (a "**Relevant Counterparty Failure**") and, as a result, the Contractor is or would be unable to comply with its obligations under any Co-operation Agreement and/or this Agreement; or
  - (b) the Contractor has failed to perform, or is likely to fail to perform, any obligation set out in any Co-operation Agreement (a "**Contractor Failure**") and, as a result, any Relevant Counterparty may be unable to comply with its obligations under any Co-operation Agreement and/or the relevant DCC Service Provider Contract,

then the Contractor shall promptly notify the DCC and the Relevant Counterparty accordingly, giving reasonable details of (i) the Relevant Counterparty Failure or Contractor Failure (as applicable) and (ii) the impact, or likely impact, of such failure on the Contractor or the Relevant Counterparty (as applicable) (each, a "**Failure Notice**").

- 6.2 Following issue of a Failure Notice by the Contractor under paragraph 6.1 (or the issue by any Relevant Counterparty of a failure notice to the Contractor pursuant to the equivalent provisions of the relevant DCC Service Provider

Contract), the Contractor shall co-operate and work together with the Relevant Counterparty to minimise the impact, or likely impact, of:

- (a) the Relevant Counterparty Failure on the ability of the Contractor to comply with its obligations under any Co-operation Agreement and/or this Agreement; or
- (b) the Contractor Failure on the ability of the Relevant Counterparty to comply with its obligations under any Co-operation Agreement and/or the relevant DCC Service Provider Contract.

For the avoidance of doubt, this paragraph 6.2 does not require the Contractor to perform any of the services or other obligations under the relevant DCC Service Provider Contract on behalf of the Relevant Counterparty.

## 7. **DISPUTES**

### **Obligation to seek to resolve disputes**

7.1 If the Contractor considers that a Co-operation Agreement Dispute has arisen, it shall notify the Relevant Counterparty accordingly in writing ("**Co-operation Agreement Dispute Notice**"), setting out:

- (a) the particulars of the Co-operation Agreement Dispute;
- (b) the reasons why the Contractor believes that the Co-operation Agreement Dispute has arisen; and
- (c) the Contractor's proposed course of action to resolve the Co-operation Agreement Dispute.

7.2 Following issue of a Co-operation Agreement Dispute Notice by the Contractor (or by the Relevant Counterparty pursuant to the equivalent provisions of the relevant DCC Service Provider Contract), the Contractor shall use all reasonable endeavours to resolve any Co-operation Agreement Dispute in a prompt and efficient manner, including by invoking the escalation mechanism set out in Schedule 4 of the Co-operation Agreement.

### **Irremediable Disputes**

7.3 The Contractor shall promptly notify the DCC if any Co-operation Agreement Dispute has not been resolved by the Contractor and the Relevant Counterparty:

- (a) following completion of the escalation mechanism set out in Schedule 4 of the Co-operation Agreement; and
- (b) in any event, within twenty (20) days after the date of the Co-operation Agreement Dispute Notice (or equivalent notice from the Relevant Counterparty).

7.4 The Contractor shall ensure that each Irremediable Dispute Notice issued by the Contractor under paragraph 7.3 shall include full details of:

- (a) the particulars of the Co-operation Agreement Dispute;
- (b) the reasons why the Contractor believes that the Co-operation Agreement Dispute has arisen; and
- (c) the reasons why the Contractor and the Relevant Counterparty have been unable to resolve the Co-operation Agreement Dispute.

7.5 Following receipt of an Irremediable Dispute Notice from the Contractor or any Relevant Counterparty, the DCC shall either:

- (a) invoke the Multi-Party Dispute procedure set out in Part G of Schedule 8.3 (Dispute Resolution Procedure) (and the equivalent provisions of the relevant DCC Service Provider Contract), in which case, any reference in Part G of Schedule 8.3 to:
  - (i) a "Dispute" shall be deemed to be a reference to the relevant Co-operation Agreement Dispute;
  - (ii) a "Relevant Provider" shall be deemed to be reference to the applicable Relevant Counterparty; and
  - (iii) a "Relevant Contract" shall be deemed to be a reference to the relevant DCC Service Provider Contract.

The Contractor shall comply with its obligations under Part G of Schedule 8.3 in respect of the relevant Co-operation Agreement Dispute; or

- (b) give a determination regarding the relevant Co-operation Agreement Dispute which shall be binding on the Contractor and the Relevant Counterparty, unless, within ten (10) Working Days after receipt of the DCC's determination under this paragraph 7.5(b), either of those entities notifies the DCC (in accordance with paragraph 23 of Part G of Schedule 8.3 or the equivalent provisions of the relevant DCC Service Provider Contract) that it requests the relevant Co-operation Agreement Dispute to be treated as a Multi-Party Dispute, in which case, the DCC must invoke the Multi-Party Dispute procedure in accordance with paragraph 7.5(a) above.

### **Continued performance**

7.6 Except where it is not practicable to do so, the Contractor and the Relevant Counterparty shall continue to comply with their respective obligations under the relevant Co-operation Agreement despite:

- (a) the existence of a Co-operation Agreement Dispute (and regardless of the nature of the Co-operation Agreement Dispute); and
- (b) the referral of a Co-operation Agreement Dispute to any of the resolution procedures referred to in this paragraph 7.

**Appendix 1**  
**Template Co-operation Agreement**

**DATED**

2013

**(1) [ENTER NAME OF PARTY]**  
**(acting as [DSP])**

**and**

**(2) [ENTER NAME OF PARTY]**  
**(acting as [CSP (North)])**

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**DSP/CSP (NORTH) CO-OPERATION AGREEMENT**

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**BETWEEN:**

- (1) **[INSERT NAME]**, a company registered in *[to be inserted]* under company number *[to be inserted]* whose registered office is at *[to be inserted]* ("**[DSP]**"); and
- (2) **[INSERT NAME]**, a company registered in *[to be inserted]* under company number *[to be inserted]* whose registered office is at *[to be inserted]* ("**[CSP (North)]**"),

each a "**Party**" (and collectively the "**Parties**").

**RECITALS**

The following recitals (A to C inclusive) shall not have contractual or legal effect save as an aid to the background and interpretation of the remainder of this Co-operation Agreement.

- (A) On *[insert date]*, the DCC entered into an agreement with:
  - (i) the DSP regarding the provision of data services in relation to the Smart Metering Programme (the "**DSP Contract**"); and
  - (ii) the CSP (North) regarding the provision of communications and related services in relation to the Smart Metering Programme (the "**CSP (North) Contract**"),each such agreement (as may be amended from time to time) being a "**DCC Contract**".
- (B) Under the relevant DCC Contract, each Party is required to co-operate with the DCC and the DCC Service Providers in order to ensure that the DCC is able to provide the DCC Services in a successful and timely manner and in accordance with the DCC Obligations. In particular, each Party is required to:
  - (i) perform its obligations under the relevant DCC Contract and each Co-operation Agreement in such a manner as to enable the Co-operation Objectives to be achieved to the fullest extent possible;
  - (ii) perform certain co-operation obligations, as set out in the relevant DCC Contract; and
  - (iii) enter into a Co-operation Agreement with the other Party, and comply with such Co-operation Agreement at all times during the Co-operation Period.
- (C) The Parties have agreed to enter into, and to perform their respective obligations under, this Co-operation Agreement.

## 1. **INTERPRETATION AND DEFINITIONS**

- 1.1 In this Co-operation Agreement, the definitions and rules of interpretation set out in Schedule 1 of this Co-operation Agreement shall apply.
- 1.2 If there is any conflict between any of the provisions of this Co-operation Agreement, the conflict shall be resolved in accordance with the following order of precedence:
- 1.2.1 the Clauses and Schedule 1 of this Co-operation Agreement;
  - 1.2.2 the Schedules (other than Schedule 1) of this Co-operation Agreement;
  - 1.2.3 any appendix or annex to any Schedule of this Co-operation Agreement; and
  - 1.2.4 any other document referred to in any Schedule of this Co-operation Agreement.
- 1.3 As between the DCC and the relevant Party only, if there is any conflict between any provision of this Co-operation Agreement and any provision of either DCC Contract, the relevant provision of the DCC Contract shall prevail to the extent of the conflict.

## 2. **SCOPE**

- 2.1 The Parties acknowledge that the proper performance by each Party of its obligations under the relevant DCC Contract is, to a certain extent, dependent on the other Party performing its obligations under (i) this Co-operation Agreement and (ii) Schedule 8.7 (Co-operation) of the other DCC Contract.
- 2.2 Nothing in this Co-operation Agreement shall relieve either Party from any obligation or liability under the DCC Contract to which it is a party.

## 3. **PURPOSE**

The purpose of this Co-operation Agreement is to:

### **General**

- 3.1 enable the Co-operation Objectives to be achieved to the fullest extent possible;
- 3.2 where applicable, facilitate the performance by each Party of their respective obligations under the DCC Contracts;
- 3.3 avoid any unnecessary duplication of effort as between the Parties in relation to the performance of their respective obligations under the DCC Contracts;

### **Co-operation between the Parties**

- 3.4 identify specific dependencies between the Parties in relation to:
  - 3.4.1 the proper performance by each Party of its obligations under the relevant DCC Contract; and

- 3.4.2 the Achievement of the Shared Milestones;
- 3.5 identify other areas relating to the Smart Metering Programme where the Parties need to co-operate with each other in order to ensure that the DCC is able to provide the DCC Services in a successful and timely manner and in accordance with the DCC Obligations;
- 3.6 identify specific responsibilities of each Party in relation to each of the dependencies and other areas of co-operation referred to in Clauses 3.4 and 5.1(b);

**Assistance in exercise of rights under DCC Contracts**

- 3.7 assist either Party, for the purposes of Clauses 13 and/or 16 of the relevant DCC Contract, in:
  - 3.7.1 demonstrating the occurrence of an Other Service Provider Cause, and its effect on the performance of that Party's obligations under the relevant DCC Contract; and
  - 3.7.2 claiming relief and other remedies from the DCC; and
- 3.8 assist the DCC, for the purposes of Clauses 13 and/or 16 of the relevant DCC Contract, in:
  - 3.8.1 determining whether or not an Other Service Provider Cause has occurred (and its effect on the performance of the applicable Party's obligations under the relevant DCC Contract);
  - 3.8.2 where applicable, determining whether the applicable Party has complied with its obligations under Clause 21 of the relevant DCC Contract regarding claiming relief and other remedies from the DCC;
  - 3.8.3 determining whether either Party has otherwise failed to comply with its obligations under the relevant DCC Contract (including the requirement to comply with this Co-operation Agreement); and
  - 3.8.4 where applicable, exercising its rights under Clause 52 of the relevant DCC Contract to be indemnified by the applicable Party against any Additional Costs paid by the DCC to the other Party as a result of a Related Delay.

**4. LEGAL EFFECT**

- 4.1 Subject to Clauses 4.2 and 4.3, this Co-operation Agreement is not intended to be legally binding as between the Parties.
- 4.2 Clauses 4, 7, 9, 10, 11, 12 and 13 and Schedule 4 shall be legally binding on the Parties. The Parties acknowledge that the mutual promises set out in this Co-operation Agreement shall, to the extent necessary for the purposes of this Clause 4.2, constitute good and valuable consideration.
- 4.3 Clause 4.1 is without prejudice to:

- 4.3.1 each Party's obligations to the DCC, under the relevant DCC Contract, to comply with this Co-operation Agreement;
  - 4.3.2 the DCC's right to enforce any applicable rights and remedies under the relevant DCC Contract in respect of any failure by either Party to comply with its obligations under this Co-operation Agreement; and
  - 4.3.3 each Party's respective rights and obligations under any non-disclosure agreement entered into by the Parties pursuant to Clause 8.
- 4.4 The Parties acknowledge and agree that:
- 4.4.1 the DCC is not a party to this Co-operation Agreement; and
  - 4.4.2 accordingly, but without prejudice to the DCC's obligations under the relevant DCC Contracts, the DCC shall have no liability arising out of or in connection with this Co-operation Agreement.

## 5. **OBLIGATIONS OF THE PARTIES**

### **General obligations**

- 5.1 Each Party shall provide such co-operation, support, assistance and information as may be reasonably required from time to time by the other Party in order to:
- 5.1.1 achieve any of the Co-operation Objectives; and/or
  - 5.1.2 comply with the requirements of this Co-operation Agreement.
- 5.2 Each Party shall perform its obligations under this Co-operation Agreement:
- 5.2.1 in accordance with Good Industry Practice; and
  - 5.2.2 in a pro-active, transparent and open manner and in a spirit of trust and mutual confidence.
- 5.3 To the extent necessary in relation to any of the Co-operation Objectives, each Party shall ensure that their respective Contractor Persons comply with that Party's obligations under this Co-operation Agreement.

### **Specific obligations**

- 5.4 Without limiting Clauses 5.1 to 5.3, each Party shall ensure that the specific dependencies, areas of co-operation and responsibilities referred to in Clauses 3.4 to 5.1(c) are described (to an appropriate level of detail) in Schedule 5 of this Co-operation Agreement in a clear, unambiguous and complete manner, without inaccuracy or omission.

## **Review and updating of Co-operation Agreement**

- 5.5 The Parties shall work together (including by means of a joint review on a quarterly basis) to:
- 5.5.1 identify any specific dependencies and/or areas of co-operation referred to in Clauses 3.4 and 5.1(b) which have been previously unidentified;
  - 5.5.2 agree specific responsibilities of the Parties in relation to each of the additional dependencies and/or areas of co-operation referred to in Clause 5.5.1; and
  - 5.5.3 identify and agree any amendments to this Co-operation Agreement that are necessary from time to time as the result of:
    - 5.5.3.1 any Change or Project in relation to either DCC Contract;
    - 5.5.3.2 where applicable, any Service Failure or other breach of either Party's obligations under the relevant DCC Contract; or
    - 5.5.3.3 any other relevant change in circumstances.

### **Changes to this Co-operation Agreement**

- 5.6 Any changes to this Co-operation Agreement (whether under Clause 5.5 or otherwise) shall be agreed by the Parties in accordance with the process set out in Schedule 3 of this Co-operation Agreement.
- 5.7 The Parties shall ensure that a copy of all agreed changes to this Co-operation Agreement are provided to the DCC as soon as reasonably practicable (and, in any event, within five (5) Working Days after agreement of the relevant change in accordance with Schedule 3).

## **6. FINANCIAL ARRANGEMENTS**

Neither Party shall be entitled to any fees or other payment from the other Party in relation to the performance of its obligations under this Co-operation Agreement, except as otherwise agreed in writing by the Parties.

## **7. DISPUTES**

- 7.1 Any Co-operation Agreement Dispute shall be subject to, and resolved in accordance with, paragraph 7 of Part C of Schedule 8.7 (Co-operation) of the DCC Contracts, including by invoking the escalation mechanism set out in Schedule 4 of this Co-operation Agreement (the "**Escalation Mechanism**").
- 7.2 Neither Party shall initiate any claim or proceedings in any court of law, arbitral tribunal or other forum against the other Party in connection with a Co-operation Agreement Dispute except in accordance with paragraph 7 of Part C of Schedule 8.7 (Co-operation) of the DCC Contracts.

## **8. CONFIDENTIALITY**

Where necessary to protect any confidential information of either Party which is to be disclosed to the other Party in relation to this Co-operation

Agreement, the Parties (acting in a reasonable manner and in good faith) shall enter into a binding non-disclosure agreement on reasonable terms which provide substantially equivalent protection to the disclosing Party as the protections under Clause 50 of the DCC Contracts in relation to the Contractor's Confidential Information.

## **9. INTELLECTUAL PROPERTY RIGHTS**

9.1 Unless otherwise agreed by the Parties in writing:

9.1.1 nothing in this Co-operation Agreement shall operate to transfer, or operate as a grant of any licences to, any Intellectual Property Rights as between the Parties; and

9.1.2 any right of either Party to use any Intellectual Property Rights of the other Party shall be in accordance with the DCC's sub-licensing rights under Schedule 5.1 (Intellectual Property Rights) of the relevant DCC Contract.

## **10. TERMINATION**

10.1 This Co-operation Agreement shall become effective once executed by both Parties and continue in force until the expiry of the Co-operation Period.

10.2 Neither Party may terminate this Co-operation Agreement without the prior written consent of both the DCC and the other Party. Each Party:

10.2.1 does not have, and expressly waives, any rights it may otherwise have to terminate this Co-operation Agreement; and

10.2.2 expressly acknowledges that a failure by the other Party to perform any obligation under this Co-operation Agreement will not entitle it to terminate this Co-operation Agreement.

## **11. RELATIONSHIP OF THE PARTIES**

Nothing in this Co-operation Agreement is intended to create a partnership, or legal relationship of any kind that would impose liability upon one Party for the act or failure to act of the other Party, or to authorise either Party to act as agent for the other Party. Neither Party shall have authority to make representations, act in the name of, or on behalf of, or to otherwise bind the other Party.

## **12. GOVERNING LAW**

This Co-operation Agreement and any dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

## **13. COUNTERPARTS**

This Co-operation Agreement may be entered into by the Parties in any number of counterparts. Each counterpart shall, when executed and delivered, be regarded as an original, and all the counterparts shall together

constitute one and the same instrument. This Co-operation Agreement shall not take effect until it has been executed by both Parties.



**IN WITNESS** of which this Co-operation Agreement has been duly executed by the Parties:

**SIGNED** for and on behalf of )  
**[INSERT NAME]**, )  
in the presence of : )

Name of witness: ..... (signature)

Signature: .....

Address: .....  
.....

**SIGNED** for and on behalf of )  
**[INSERT NAME]**, )  
in the presence of : )

Name of witness: ..... (signature)

Signature: .....

Address: .....  
.....

**SCHEDULE 1**  
**INTERPRETATION AND DEFINITIONS**

**1. Interpretation**

- 1.1 In this Co-operation Agreement, unless the context otherwise requires:
- (a) the singular includes the plural and vice versa;
  - (b) reference to a gender includes the other gender and the neuter;
  - (c) references to any agreement or document (including this Co-operation Agreement) include (subject to all relevant approvals and any other provisions of this Co-operation Agreement concerning variations, amendments, supplements, substitutions, novations or assignments to or of agreements or documents) a reference to that agreement or document as varied, amended, supplemented, substituted, novated or assigned;
  - (d) any phrase introduced by the words "including", "includes", "in particular", "for example" or similar, shall be construed as illustrative and without limitation to the generality of the related general words; and
  - (e) words importing persons shall, where the context so requires or admits, include individuals, firms, partnerships, authorities, corporations, governments, governmental bodies, agencies, unincorporated bodies of persons or associations, and any organisations having legal capacity.
- 1.2 The headings in this Co-operation Agreement shall be deemed not to be part of this Co-operation Agreement and shall not be taken into consideration in the interpretation of this Co-operation Agreement.
- 1.3 Except where the context expressly requires otherwise, references to Clauses, paragraphs, sub-paragraphs, parts and Schedules are references to Clauses, paragraphs, sub-paragraphs, parts of and Schedules to this Co-operation Agreement and references to Sections, Schedules, Annexes and Attachments (if any) are references to Sections, Schedules, Annexes and Attachments to or contained in this Co-operation Agreement.
- 1.4 Except where the context expressly requires otherwise, references to any paragraph or sub-paragraph within a Schedule or part of a Schedule to this Co-operation Agreement are references to paragraphs or sub-paragraphs within that Schedule or that part of the Schedule.
- 1.5 The Schedules, Appendices and Annexes to this Co-operation Agreement are an integral part of this Co-operation Agreement and a reference to this "**Co-operation Agreement**" includes a reference to the Schedules, the Appendices and the Annexes.
- 1.6 References to a public organisation or regulatory body (including DECC, the ICO, Ofgem, Ofcom, the SEC Panel, GEMA and all other "Regulatory Bodies" as defined in the DCC Contract(s)) shall be deemed to include a reference to any successor(s) to such public organisation or regulatory body or any

organisation(s) or entity(ies) which has taken over either or both the functions and responsibilities of such public organisation or regulatory body. References to other persons shall include their successors and assignees.

- 1.7 Each Party's obligations, duties and responsibilities under this Co-operation Agreement shall be construed as separate obligations, duties and responsibilities and, except where expressly stated otherwise, are to be performed at that Party's own cost and expense. Each Party shall bear its own costs in relation to the preparation and agreement of any change to this Co-operation Agreement.

## 2. Definitions

- 2.1 Unless the context otherwise requires, in this Co-operation Agreement the following expressions shall have the meanings set out below:

<b>"Co-operation Change Manager"</b>	has the meaning given in paragraph 1 of Schedule 3 of this Co-operation Agreement;
<b>"Co-operation Agreement"</b>	means the Clauses of this Co-operation Agreement together with any Schedules, Appendices and Annexes to it (and any documents referred to or attached to it);
<b>"Co-operation Agreement Change"</b>	has the meaning given in paragraph 4 of Schedule 3 of this Co-operation Agreement;
<b>"Co-operation Agreement Dispute"</b>	means any dispute, difference or question of interpretation as between the Parties arising out of or in relation to this Co-operation Agreement or its subject-matter or formation (including non-contractual claims), and includes any failure to agree any of the terms of this Co-operation Agreement (or any amendment to this Co-operation Agreement);
<b>"Co-operation Period"</b>	means the period between the date of this Co-operation Agreement and the End Date;
<b>"DCC"</b>	means <b>[details to be inserted]</b> (or any Successor Licensee or any other person who is subsequently licensed to carry on the Authorised Activity);
<b>"DCC Contract"</b>	has the meaning given in Recital (A) of this Co-operation Agreement;
<b>"Escalation Mechanism"</b>	has the meaning given in Clause 7.1;
<b>"Shared Milestones"</b>	means the Shared Milestones (as identified in Schedule 2 of Schedule 6.1 (Implementation Planning) of the DCC Contracts) that are applicable to the Parties, as set out in Schedule 2 of this Co-operation Agreement;

**"Working Days"** means any day other than a Saturday, Sunday or public holiday in England and Wales.

2.2 Unless the context otherwise requires, the following expressions shall be construed in accordance with the DCC Contracts:

"Additional Costs"

"Authorised Activity"

"Intellectual Property Rights"

"Other Service Provider Cause"

"Co-operation Objectives"

"DCC Licence"

"DCC Obligations"

"DCC Service Provider"

"DCC Services"

"End Date"

"Good Industry Practice"

"Programme Milestone"

"Related Delay"

"Relevant Counterparty"

"SEC Party"

"Smart Metering Programme"

"Successor Licensee"

**SCHEDULE 2  
SHARED MILESTONES**

**SCHEDULE 3  
CO-OPERATION AGREEMENT CHANGE PROCEDURE**

**Co-operation Change Managers**

1. Each Party has appointed the following individual to act as its "**Co-operation Change Manager**":

<b>Co-operation Change Managers</b>	
<b>DSP</b>	
<b>Name:</b>	
<b>Position:</b>	
<b>Email:</b>	
<b>Phone:</b>	
<b>CSP (North)</b>	
<b>Name:</b>	
<b>Position:</b>	
<b>Email:</b>	
<b>Phone:</b>	

2. Each Party may change its Co-operation Change Manger (or the relevant contact details) from time to time by giving written notice to the other Party's Co-operation Change Manager.

**Notices**

3. All notices relating to this Schedule 3 shall be sent to the relevant Party's Co-operation Change Manager in accordance with the contact details set out in paragraph 1 (as may be amended in accordance with paragraph 0).

**Co-operation Agreement Changes**

4. Either Party (the "**Requesting Party**") may request a change to this Co-operation Agreement (each, a "**Co-operation Agreement Change**") by notifying the Co-operation Change Manager of the other Party (the "**Receiving Party**") accordingly in writing. Such notice shall include the following information (in reasonable detail):
  - (a) details of the nature, scope and urgency of the Co-operation Agreement Change;
  - (b) the rationale for the Co-operation Agreement Change (including where it is necessary as a result of a Change or Project in relation to either DCC Contract);

- (c) details of the impact of the proposed Co-operation Agreement Change on the Requesting Party's obligations under this Co-operation Agreement; and
  - (d) where known to the Requesting Party (having given the matter reasonable consideration), details of the impact of the proposed Co-operation Agreement Change on the Receiving Party's obligations under this Co-operation Agreement.
- 5. Within ten (10) Working Days after receipt by the Receiving Party of a notice under paragraph 4, the Receiving Party shall notify the Requesting Party (in reasonable detail) in writing of:
  - (a) any issues or concerns of the Receiving Party (acting reasonably) regarding the technical feasibility of the Co-operation Agreement Change;
  - (b) where known to the Receiving Party (having made reasonable enquiries and analysis), details of the impact of the proposed Co-operation Agreement Change on the Receiving Party's obligations under this Co-operation Agreement, including where the Receiving Party's assessment of such impact differs from that of the Requesting Party under paragraph 4(d);
  - (c) an estimate (calculated on a reasonable basis) of the likely costs of the Receiving Party in relation to the implementation and/or ongoing operation of the Co-operation Agreement Change; and/or
  - (d) any other issues or concerns of the Receiving Party (acting reasonably) regarding the Co-operation Agreement Change.
- 6. Following receipt by the Requesting Party of a notice under paragraph 5, the Parties shall attempt (acting in a reasonable manner and in good faith) to agree:
  - (a) whether to proceed with the Co-operation Agreement Change; and
  - (b) if so, the terms on which the Co-operation Agreement Change will be implemented and operated (including how any costs relating to such implementation and ongoing operation will be allocated between the Parties).
- 7. If the Parties are unable to reach agreement on any issue under paragraph 6 within twenty (20) Working Days of receipt by the Receiving Party of the original notice under paragraph 4, then either Party may issue a Co-operation Agreement Dispute Notice (in which case, the Parties shall comply with their respective obligations under paragraph 7 of Part C of the relevant DCC Contract, including by invoking the Escalation Mechanism).
- 8. Until such time as the Co-operation Agreement Change has been agreed by the Parties in writing, and a written amendment to this Co-operation Agreement signed by each Party's Co-operation Change Manager, then (unless otherwise agreed by the Parties in writing), each Party shall continue to perform its obligations under this Co-operation Agreement in accordance with its then current terms.

9. Once agreed in accordance with paragraph 8, the Parties shall implement the Co-operation Agreement Change in accordance with the agreed terms (including timescales). For the avoidance of doubt, the Parties shall not seek to agree or implement any Co-operation Agreement Change which would amend or otherwise impact any of the DCC's rights and/or either Party's obligations under the relevant DCC Contract without the prior written consent of the DCC (and, where, applicable, in accordance with the applicable Change Control Procedure).

### **Co-operation Agreement Change Log**

10. Within thirty (30) days after the date of this Co-operation Agreement, the Parties (acting in a reasonable manner and in good faith) shall agree a process for:
  - (a) tracking the status of all pending Co-operation Agreement Changes; and
  - (b) recording all agreed Co-operation Agreement Changes.
11. The Parties shall ensure that any process agreed under paragraph 10 includes at least the following information in relation to all agreed and pending Co-operation Agreement Changes:
  - (a) a unique reference number for each Co-operation Agreement Change;
  - (b) the name of the Requesting Party;
  - (c) a brief description of the Co-operation Agreement Change, including its nature, scope, rationale and urgency;
  - (d) the current status of the Co-operation Agreement Change; and
  - (e) where applicable, the date on which the Co-operation Agreement Change was agreed.

### **Baseline Co-operation Agreement**

12. Within thirty (30) days after the date of this Co-operation Agreement, the Parties (acting in a reasonable manner and in good faith) shall agree a process for:
  - (a) maintaining a conformed copy of this Co-operation Agreement showing (in a clear, unambiguous and complete manner, without inaccuracy or omission) all agreed Co-operation Agreement Changes since the Signature Date (the "**Baseline Co-operation Agreement**"); and
  - (b) ensuring that the Baseline Co-operation Agreement is updated to reflect each agreed Co-operation Agreement Change within ten (10) Working Days of the Co-operation Agreement Changes being agreed in accordance with paragraph 8.



13. Either Party shall make an up-to-date version of the Baseline Co-operation Agreement available to the DCC within three (3) Working Days of a request to do so from the DCC from time to time.
14. Both Parties' rights and obligations shall be determined by this Co-operation Agreement (as amended in accordance with its terms) and the Baseline Co-operation Agreement shall be for mutual convenience and information only.

## **SCHEDULE 4 ESCALATION MECHANISM**

### **1. GENERAL**

- 1.1 Each Party shall ensure that its relevant representatives attend any meetings convened under this Schedule 4.
- 1.2 All meetings under this Schedule 4 shall be held at the times and locations (including, where appropriate, by telephone or video conference) agreed by the Parties (or, if the Parties have failed to agree such matters by the date which is two (2) Working Days before any meeting under this Schedule 4, at the times and locations specified by the DCC).
- 1.3 Subject to paragraph 1.4, each Party shall provide any information, data or documentation reasonably requested by the other Party in relation to the attempted resolution of a Co-operation Agreement Dispute under this Schedule 4.
- 1.4 Any communications between the Parties in relation to the Escalation Mechanism shall be:
  - (a) provided on a "without prejudice" basis and will not be admissible as evidence in any legal process unless the Party providing such communications has otherwise agreed in writing; and
  - (b) treated as confidential information of the disclosing Party for the purposes of any non-disclosure agreement entered into by the Parties under Clause 8.
- 1.5 If the Co-operation Agreement Dispute is resolved at any stage of the Escalation Mechanism, each Party shall ensure that the agreed resolution is:
  - (a) documented in a settlement agreement (or other appropriate document) which is signed by the authorised representatives of each Party; and
  - (b) implemented (including in accordance with Schedule 3 of this Co-operation Agreement, where applicable) as soon as reasonably practicable.

### **2. INITIAL REFERRAL TO LEVEL 1 REPRESENTATIVES**

- 2.1 Each Party's Level 1 Representative shall meet by no later than five (5) days after the date of the Co-operation Agreement Dispute Notice.
- 2.2 Each Party shall ensure that its Level 1 Representative uses all reasonable endeavours to resolve the Co-operation Agreement Dispute within seven (7) days after the date of the Co-operation Agreement Dispute Notice.

### **3. ESCALATION TO LEVEL 2 REPRESENTATIVES**

3.1 If the Co-operation Agreement Dispute is not resolved by the end of the period referred to in paragraph 2.2, it shall be referred to each Party's Level 2 Representative.

3.2 Each Party's Level 2 Representative shall meet by no later than ten (10) days after the date of the Co-operation Agreement Dispute Notice.

3.3 Each Party shall ensure that its Level 2 Representative uses all reasonable endeavours to resolve the Co-operation Agreement Dispute within twelve (12) days after the date of the Co-operation Agreement Dispute Notice.

**4. ESCALATION TO LEVEL 3 REPRESENTATIVES**

4.1 If the Co-operation Agreement Dispute is not resolved by the end of the period referred to in paragraph 3.3, it shall be referred to each Party's Level 3 Representative.

4.2 Each Party's Level 3 Representative shall meet by no later than fifteen (15) days after the date of the Co-operation Agreement Dispute Notice.

4.3 Each Party shall ensure that its Level 3 Representative uses all reasonable endeavours to resolve the Co-operation Agreement Dispute within twenty (20) days after the date of the Co-operation Agreement Dispute Notice.

**5. DETAILS OF REPRESENTATIVES**

5.1 The relevant representatives of each Party for the purposes of the Escalation Mechanism are as follows:

<b>Level 1 Representatives</b>	
<b>DSP</b>	
<b>Name:</b>	
<b>Position:</b>	
<b>Email:</b>	
<b>Phone:</b>	
<b>CSP (North)</b>	
<b>Name:</b>	
<b>Position:</b>	
<b>Email:</b>	
<b>Phone:</b>	
<b>Level 2 Representatives</b>	
<b>DSP</b>	

<b>Name:</b>	
<b>Position:</b>	
<b>Email:</b>	
<b>Phone:</b>	
<b>CSP (North)</b>	
<b>Name:</b>	
<b>Position:</b>	
<b>Email:</b>	
<b>Phone:</b>	
<b>Level 3 Representatives</b>	
<b>DSP</b>	
<b>Name:</b>	
<b>Position:</b>	
<b>Email:</b>	
<b>Phone:</b>	
<b>CSP (North)</b>	
<b>Name:</b>	
<b>Position:</b>	
<b>Email:</b>	
<b>Phone:</b>	

- 5.2 Each Party may change its representatives (or the relevant contact details) under this Schedule 4 from time to time by giving notice to the other Party's Co-operation Change Manager.
- 5.3 Each Parties shall, at all times, ensure that:
- (a) its Level 2 Representative is a member of the Partnership Management Board under the relevant DCC Contract; and
  - (b) its Level 3 Representative is a member of the Executive Management Board under the relevant DCC Contract.

**6. Irremediable Disputes**

- 6.1 The Parties shall comply with their respective obligations under the relevant DCC Contracts if any Co-operation Agreement Dispute has not been resolved by the Parties:
- (a) following completion of the Escalation Mechanism; and
  - (b) in any event, within twenty (20) days after the date of the Co-operation Agreement Dispute Notice.

**SCHEDULE 5  
SPECIFIC CO-OPERATION OBLIGATIONS**

**OVERVIEW**

**Chapters**

1. This Schedule 5 comprises the following chapters:

<b>Chapter</b>	<b>Scope</b>
Chapter A	Pre-Integration Phase
Chapter B	System Integration Phase
Chapter C	User Integration Phase Interface Testing Test Stage
Chapter D	User Integration Phase End to End Testing Test Stage
Chapter E	Mass Roll Out Phase
Chapter F	Unconstrained Mass Roll Out Phase
Chapter G	Enduring Phase
Chapter H	Exit planning
Chapter I	Code of Connection

**Topics**

2. Each Chapter (other than Chapter H) addresses the following topics (except where indicated as being "Not applicable"):
- (a) Roles and responsibilities – overview
  - (b) Design work (including joint working arrangements to ensure that all Relevant Documents comply with the requirements of Schedule 6.3 (Development Process), taking account of the DSP's system integration responsibilities)
  - (c) Achievement of Milestones and implementation of Contractor Solution:
    - (i) Contractor Milestones and implementation of Contractor Solution; and
    - (ii) Shared and Programme Milestones;
  - (d) Testing, trialling and acceptance arrangements
  - (e) E2E operational performance including:
    - (i) changes in usage/access rights (e.g. of DCC Service Users);

- (ii) routine maintenance arrangements (e.g. firmware updates);  
and
- (iii) exception maintenance and outage arrangements;
- (f) E2E performance monitoring and measurement
- (g) Service desk arrangements
- (h) Security
- (i) Arrangements and responsibilities with respect to adaptation, including:
  - (i) Changes (and Additional Services);
  - (ii) Projects;
  - (iii) Catalogue Services;
  - (iv) continuous improvement initiatives; and
  - (v) SEC modifications, amendments to the DCC Licence and other Changes in Mandatory Requirements
- (j) BCDR arrangements

**Sub-topics**

3. Each topic set out above addresses the following sub-topics (except where indicated as being "Not applicable"):
  - (a) General overview of roles and responsibilities;
  - (b) Service management arrangements;
  - (c) Integration and management of services;
  - (d) Interfaces (process, system, operational and organisational) (other than Codes of Connection), including in each case:
    - (i) detailed description;
    - (ii) management;
    - (iii) problem, incident and major incident management processes;
    - (iv) request fulfilment;
    - (v) event management;
    - (vi) access arrangements;
    - (vii) access management; and
    - (viii) programme and project management;

- (e) Other interoperation and coordination arrangements;
- (f) Arrangements for problem identification and resolution;
- (g) Schedules and timetables; and
- (h) Responsibility as between the Parties for identifying issues that arise after the Signature Date.

**Codes of Connection**

**[TBC]**