



Smart Meters Programme Schedule 12

(Completion Documents) (CSP Central version)

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

SCHEDULE 12
COMPLETION DOCUMENTS

PART A – CONTRACTOR COMPLETION DOCUMENTS

1. For the purposes of this Agreement the documents to be delivered by the Contractor under Clause 3.1.1 ("**Contractor Completion Documents**") are:
 - 1.1 this Agreement duly executed by the Contractor – original;
 - 1.2 Memorandum and Articles of Association of the Contractor that demonstrate that the execution of this Agreement is not ultra vires;
 - 1.3 a resolution of the board of directors of the Contractor approving the form of this Agreement and its execution by the Contractor, including proof of vires of the execution of this Agreement by the Contractor;
 - 1.4 evidence of the authority of the signatories of this Agreement to bind the Contractor (including authorisation of the directors and such authorisation reflected in board minutes);
 - 1.5 appropriate financial instruments in connection with the financing of Communications Hubs, including promissory letter(s) and term sheet(s) from the Contractor's ultimate holding company.

PART B – DCC COMPLETION DOCUMENTS

2. For the purposes of this Agreement the documents to be delivered by the DCC under Clause 3.1.2 ("**DCC Completion Documents**") are:
 - 2.1 this Agreement duly executed by the DCC – original;
 - 2.2 a copy of the Completion DVD; and
 - 2.3 the Financial Model completed with information provided by the Contractor – original.

PART C – CONTRACTOR CP DOCUMENTS

3. For the purposes of this Agreement the documents to be delivered by the Contractor under Clause 4.2.4 ("**Contractor CP Documents**") are:
 - 3.1 executed versions (in each case duly executed by both counterparties) of each Co-operation Agreement referred to in paragraph 4.2 of Part C of Schedule 8.7 (Co-operation) and each document comprising supporting or ancillary documentation ("**Co-operation Deliverables**");
 - 3.2 a minute of a resolution by the most senior board of the Contractor's ultimate holding company ratifying the execution of financial instruments in connection with the financing of Communications Hubs, including promissory letter(s) and term sheet(s); and
 - 3.3 evidence of insurances pursuant to Schedule 2.6 (Insurance).

PART D – OBLIGATIONS OF THE CONTRACTOR

4. Subject to any longer period provided in paragraph 5 of this Schedule 12, the Contractor shall ensure that each Contractor CP Document is delivered to the DCC as soon as reasonably practicable and in any event within three (3) Working Days of the Signature Date.
5. The Contractor shall ensure that:
 - 5.1 the Co-operation Deliverables referred to in paragraph 3.1 above are delivered to the DCC as soon as reasonably practicable and in any event within thirty two (32) Working Days of the Signature Date; and
 - 5.2 each Key Sub-contract and each document comprising supporting or ancillary documentation is delivered to the DCC as soon as reasonably practicable and in any event within six (6) months of the Signature Date; and
 - 5.3 the minute of a resolution by the most senior board of the Contractor's ultimate holding company ratifying the execution of financial instruments in connection with the financing of Communications Hubs, including promissory letter(s) and term sheet(s) is delivered to the DCC as soon as reasonably practicable and in any event within thirty two (32) Working Days of the Signature Date.

PART E – GENERAL

6. A copy certified by the party's legal advisors of the documents referred to in Parts A to D of this Schedule 12 above will be acceptable unless the original version of the document is specified as having to be delivered.

PART F – COMPLETION DVD

Completion DVD

7. On completion the DCC shall provide two (2) copies of a DVD (or CD) containing the documents referred to in the remainder of this Part F (for the purpose of this Schedule, the "**Completion DVD**") (and for the further avoidance of doubt being the CD labelled "Completion CD to Agreement for the provision of communication services in relation to the Smart Metering Programme (CSP Central) between TELEFÓNICA UK LIMITED and Smart DCC Limited (dated 12 September 2013)").
8. The DCC shall provide one (1) copy of the Completion DVD to each party.

Documents incorporated into this Agreement by reference

9. The parties agree that the documents listed in the table in Section 1 (Attached Documents) of Appendix 1 (Completion DVD) of this Schedule 12 shall be attached and incorporated into the Agreement.
10. In the event of any conflict as to which version of a document is correct, the version on the Completion DVD shall be definitive.

Baseline Documents

11. The parties agree that the documents listed in the table in Section 2 (Baseline Documents) of Appendix 1 (Completion DVD) of this Schedule 12 shall be the Current

Version (as defined in Schedule 6.3) as at the Signature Date of various key documents as referred to in this Agreement.

12. In the event of any conflict as to which version of a document is correct, the version on the Completion DVD shall be definitive.
13. In this Agreement "**Signature Date Schedule 4.1**", "**Signature Date Draft Implementation Plan**", "**Signature Date Draft Test Strategy**", "**Signature Date Draft PIT Test Approach**", "**Signature Date Initial Physical Asset Register**", "**Signature Date Contractor Solution Design Documents IPDs**", "**Signature Date Service Management Framework IPDs**", "**Baseline DCC User Gateway Catalogue**", "**Baseline GB Companion Specification**" and "**Baseline SMETS 2**" have the meaning given in Appendix 1 to this Schedule 12.